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CITY OF CORAL GABLES
BOARD OF ADJUSTMENTS
VERBATIM TRANSCRIPT
CORAL GABLES CITY HALL
405 BILTMORE WAY, COMMISSION CHAMBERS
CORAL GABLES, FLORIDA
MONDAY, SEPTEMBER 14, 2015, COMMENCING AT 8:01 A.M.

Board Members Present:

Jorge Otero, Chairman
Oscar Hidalgo, Vice-Chairman
Eibe Aizenstat
Alex Galvez
Oscar Hidalgo
Mario Sotelo
Jack Thompson

City Staff and Consultants:

Yaneris Figueroa, Assistant City Attorney
Elizabeth Gonzalez, Zoning Tech Lead
Charles Wu, Assistant Director Development Services

Also Participating:

Javier Astrada
Andres Alos
Leonardo Cornide
Martha Salazar-Blanco
Paul Savage, Esq.

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Case No. BA-15-07-5759

1131-1133 COTORRO AVENUE
THE VILLAS AT COTORRO AVENUE UNIT A AND UNIT B
UNDIV 50% INT IN COMMON
ELEMENTS OFF REC 288-1373
Luis Fernando Abello and Maria Micaela Gomez (Unit A)
Brenda M. Urdaneta (Unit B) - Owners
Luis Fernando Abella, Maria Micaela Gomez - Applicants
Emiliano Orozco - Engineer

Case No. BA-14-12-3657

4635 GRANADA BOULEVARD
CORAL GABLES COUNTY CLUB SEC. 5, PB/PG: 23/55
LOTS 4 & 5 AND PT OF UNDUG WW, BLK: 1
Leonardo L. Cornide - Applicant
Leonardo L. Cornide and Lizette V. Cornide - Owners
Manuel V. Pose, Arlotta, Bazo & Associates - Architect

1 THEREUPON:

2 (The following proceedings were held.)

3 CHAIRMAN OTERO: Good morning. Welcome to
4 the Board of Adjustment meeting. The Board of
5 Adjustment is comprised of seven members. Four
6 members of the Board shall constitute a quorum.
7 The affirmative vote of four members of the
8 Board present will be necessary to authorize or
9 to deny a variance or grant an appeal.

10 A tie vote should result in the automatic
11 continuance of the matter to the next meeting,
12 which shall be continued until a majority vote
13 is achieved.

14 If only four members of the Board are
15 present, an applicant shall be entitled to a
16 postponement to the next regularly scheduled
17 meeting.

18 That's not the case today. Today we have
19 six.

20 Any person who acts as a lobbyist, pursuant
21 to the City of Coral Gables Ordinance Number
22 2006-11, must register with the City Clerk
23 prior to engaging in lobbying activity or
24 presentations before City Staff, Boards,
25 Committees and the City Commission.

1 A copy of the ordinance is available in the
2 Office of the City Clerk. Failure to register
3 and provide proof of registration shall
4 prohibit your ability to present to the Board.

5 I now officially call the City of Coral
6 Gables Board of Adjustment Board meeting of
7 September 14th, 2015 to order. The time is
8 8:01 a.m.

9 I'd like to welcome Mr. Aizenstat to the
10 Board.

11 MR. AIZENSTAT: Thank you very much.

12 CHAIRMAN OTERO: He's a new member. I
13 think everybody else is a returning member.

14 Now, the roll call, please.

15 THE SECRETARY: Mr. Hidalgo?

16 MR. HIDALGO: Here.

17 THE SECRETARY: Mr. Aizenstat?

18 MR. AIZENSTAT: Here.

19 THE SECRETARY: Mr. Galvez?

20 MR. GALVEZ: Here.

21 THE SECRETARY: Mr. Thompson?

22 MR. THOMPSON: Here.

23 THE SECRETARY: Mr. Sotelo?

24 MR. SOTELO: Here.

25 THE SECRETARY: Mr. Otero?

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(305) 358-2829

1 CHAIRMAN OTERO: Present.

2 THE SECRETARY: Mr. Greenberg has advised
3 us that he cannot attend today's meeting. It
4 was sent to you via e-mail.

5 At the end of the meeting, we'll have a
6 motion to excuse his absence.

7 CHAIRMAN OTERO: This is the matter on ex
8 parte communications. Please be advised that
9 the items on the agenda are quasi-judicial in
10 nature, which requires Board Members to
11 disclose all ex parte communications and site
12 visits.

13 An ex parte communication is defined as any
14 contact, communication, conversation,
15 correspondence, memorandum or other written or
16 verbal communication, that takes place outside
17 of the public hearing, between a member of the
18 public and a member of the quasi-judicial Board
19 regarding matters to be heard by the Board.

20 If anyone made any contact with a Board
21 Member regarding an issue before the Board, the
22 Board Member must state, on the record, the
23 existence of the ex parte communication and the
24 party who originated the communication.

25 Also, if a Board Member conducted a site

1 visit specifically related to the case before
2 the Board, the Board Member must also disclose
3 such visit. In either case, the Board Member
4 must state, on the record, whether the ex parte
5 communication and/or site visit will affect the
6 Board Member's ability to impartially consider
7 the evidence to be presented regarding the
8 matter.

9 The Board Member should also state that his
10 or her decision will be based on substantial
11 competent evidence and testimony presented on
12 the record today.

13 Does any member of the Board have such a
14 communication and/or site visit to disclose at
15 this time?

16 Let the record show that no Board Member
17 spoke up.

18 Everyone who speaks this morning must
19 complete the roster on the podium. We ask that
20 you print clearly, so the official record of
21 your name and address will be correct.

22 Now, with the exception of attorneys, all
23 persons that will speak on agenda items before
24 us this morning please rise to be sworn in.

25 (Thereupon, all participants were sworn.)

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1 CHAIRMAN OTERO: In deference to those
2 present, we ask that all cell phones, pagers
3 and whatever else that beeps, please be turned
4 off at this time. I'll give you a chance to
5 get your Blackberrys and your phones off.

6 We have two cases today. The first case is
7 a continuation from the last hearing.

8 Liz, would you read the matter of the
9 property located at 4635 Granada Boulevard?

10 THE SECRETARY: Yes.

11 The property address is 4635 Granada
12 Boulevard. This request was previously heard
13 on May 4th, 2015. The request was
14 originally --

15 MR. CORNIDE: Excuse me. If I may address
16 the Board for one second?

17 MR. ALOS: I'm sorry, I don't know what the
18 housekeeping matters are, but we were going to
19 alert the Board that we would like to defer.

20 I don't know if can we do it before she
21 reads that into the record or not. So I defer
22 to you all as to how I go about doing this.

23 MR. CORNIDE: We don't want to waste your
24 time.

25 CHAIRMAN OTERO: And I understand

1 perfectly.

2 Okay, Liz, just hold off.

3 Would you, please, state your name, for the
4 record, please?

5 MR. ALOS: My name is Andres Alos. I
6 appeared before the Board the last time. This
7 is Leo Cornide. He's the homeowner at 4635
8 Granada Boulevard.

9 As was stated a few minutes ago, we're here
10 as a sort of continuation from the last one,
11 where we had two variances before the Board.
12 You granted one and --

13 THE REPORTER: Please slow down.

14 MR. ALOS: I'm sorry. I forgot.

15 CHAIRMAN OTERO: As she regroups her typing
16 speed, yes, please speak a little slower.

17 MR. ALOS: Okay.

18 CHAIRMAN OTERO: My concern, before you
19 continue, is that this was noticed for a
20 hearing, and we have people present that have
21 spent their time to come here. So please
22 continue, but keep that in mind.

23 MR. ALOS: I agree 110 percent, and I'd
24 like to even address that.

25 Just so you know, my client was in Europe.

1 He was in Spain. He actually came home early
2 for this on Saturday night. I didn't get to
3 speak to him for the first time until Sunday
4 morning, Number One.

5 Number Two, as I received this after the
6 close of business on Friday, one of my first
7 concerns about not having been able to speak
8 with him, because he was incommunicado -- I'm
9 an attorney. I mentioned this to all of you
10 the last time. I don't do this type of work.

11 A judge will cut your head off if you have
12 a hearing and you don't let him know beforehand
13 that you settled or that you want to do
14 something. I didn't know how to go about it in
15 this case. My only comfort was the fact that
16 you all were going to be here, and, frankly,
17 from the last time, I thought we were the only
18 ones.

19 So I even expressed to one of the members
20 that helped us work on this, how do we get
21 ahold of you guys?

22 So I acknowledge, and I apologize. I just
23 didn't know how to go about it in another way.

24 MR. CORNIDE: We were communicated this on
25 Friday. It came via e-mail, on Friday, as I

1 was being copied, that we wouldn't have a full
2 Board, and because of the experience and what's
3 transpired, we really would like to present our
4 case to a full Board.

5 MR. ALSO: But I guess what I'm saying is,
6 if there were a protocol for me to have gotten
7 ahold of you or all of you, I would have done
8 so, because, like I said, in my regular
9 practice, you do that before a judge and he'll
10 hang your head.

11 Having said all of that, in lieu of the
12 fact that we only have six Board Members, we
13 would like the opportunity to appear before
14 seven, and we respectfully defer to the first
15 available one, which I think is October, the
16 next hearing.

17 CHAIRMAN OTERO: Okay. Let me make two
18 points, and then I'm going to ask you a couple
19 of questions.

20 MR. ALOS: Sure.

21 CHAIRMAN OTERO: I believe, if you go in
22 front of a judge, and you forget to tell the
23 judge that you have settled this, the judge
24 would be upset.

25 MR. ALOS: Correct.

1 CHAIRMAN OTERO: If you go in front of the
2 judge and you say, "I don't feel like having
3 this today," for whatever reason -- and we'll
4 talk about the validity of those in a second --
5 the judge will be upset.

6 MR. ALOS: Absolutely.

7 CHAIRMAN OTERO: You don't set the
8 calendar. The Court sets the calendar.

9 So let's look at that analogy from the
10 other side. You gave me two reasons why you
11 want this deferred. Correct if I'm wrong.

12 So one reason is, you only got notice late
13 on Friday. We'll address that in a second.

14 MR. ALOS: Okay.

15 CHAIRMAN OTERO: The second reason is,
16 there are six Board Members, instead of seven.

17 MR. ALOS: That is absolutely correct.

18 CHAIRMAN OTERO: Okay. Let me address the
19 latter. Having six Board Members instead of
20 seven, to my knowledge, is not grounds for
21 asking for deferral. You have no right to
22 seven Board Members. Correct me if I'm wrong.

23 You have a right to having more than four
24 Board Members.

25 MS. FIGUEROA: Correct. The Code allows an

1 automatic deferral if only four members of the
2 Board are present. So it would be up to your
3 discretion.

4 CHAIRMAN OTERO: So now I'd like to address
5 the issue of notice.

6 And I'd like to defer to Liz, if you could
7 summarize when packages were sent and when this
8 was scheduled and when notice was sent of the
9 meeting of September 14th.

10 THE SECRETARY: As you all know, the
11 packages were sent out on Friday. That is the
12 mode of operating.

13 I was contacted by the applicant on Friday,
14 and Friday, at around two o'clock, is when I
15 notified her that there would be six members
16 present. I did not receive any notification
17 that they wanted to postpone or defer.

18 CHAIRMAN OTERO: How long has this been
19 scheduled for September 14th?

20 THE SECRETARY: They were notified that it
21 would be scheduled for September 14th, yes.

22 CHAIRMAN OTERO: Do you know when that
23 happened?

24 THE SECRETARY: I don't have that in front
25 of me, but they were aware that it was

1 scheduled for September 14th, yes.

2 The property is posted. I'm sure you saw
3 the sign posted. There was a notice to
4 neighbors that is sent, and there's an
5 advertisement, as well, and that was done on
6 September the 1st.

7 CHAIRMAN OTERO: Please, go ahead.

8 MR. ALOS: I specifically said, I, meaning,
9 Andres Alos, did not receive it until after two
10 o'clock on Friday.

11 At all times material, in trying to review
12 it and then consult with Mr. Cornide, I
13 couldn't --

14 CHAIRMAN OTERO: Let me ask you, and then
15 I'll ask you another question --

16 MR. ALOS: Sure.

17 CHAIRMAN OTERO: Your client, through you
18 or your client, submitted the amended plan.

19 MR. ALOS: That's correct, sir.

20 CHAIRMAN OTERO: Is there anything that's
21 been changed from the amended plan, if we defer
22 this?

23 MR. ALOS: Not to my knowledge, and I'll
24 defer to Mr. Cornide.

25 MR. CORNIDE: No.

1 MR. SOTELO: I have two questions. The
2 last time you were here, you did not convey to
3 us that you were actually representing him. In
4 fact, you were here to proceed and you were
5 going to stay with him until he left, which is
6 probably why you were not given the
7 communication, since you are not one of the
8 parties that --

9 MR. ALOS: You are correct. I came as a
10 relief pitcher.

11 MR. SOTELO: So I just wanted to make that
12 clear.

13 MR. ALOS: That is correct. I was going to
14 say, "My friend," because that's exactly why
15 I'm here.

16 MR. SOTELO: Okay. Just so we are all
17 clear, the only one that's going to be
18 receiving communication, actually, is the
19 applicant, not you.

20 MR. ALOS: Yes.

21 MR. CORNIDE: But he's registered to lobby
22 on my behalf.

23 MR. SOTELO: And what we were pending on
24 this case, I think there was some due diligence
25 which was going to be done on your part, just

1 to go around the neighborhood and see if
2 anything like this has been done.

3 MR. ALOS: That's correct.

4 MR. SOTELO: That was, I think, almost four
5 months ago, was the last time we were here on
6 this case. That was the only thing that was
7 pending on this case, in essence.

8 MR. ALOS: That, and a suggestion by the
9 Board to maybe revisit the plans and tinker
10 with them a bit, which we did, hence the
11 submitted plans, plus the additional evidence,
12 if you will.

13 MR. SOTELO: Okay.

14 CHAIRMAN OTERO: Any questions by the
15 Board, any Board Member?

16 MR. AIZENSTAT: I noticed that this
17 property, the neighbor directly to the north,
18 is affected, according to that neighbor.

19 Is that neighbor, which is to the north,
20 here?

21 Okay. So the neighbor is here.

22 MR. SAVAGE: Counsel for the neighbor is
23 here.

24 MR. AIZENSTAT: Thank you.

25 CHAIRMAN OTERO: I'd like to defer to

1 Counsel for the City. In your opinion, has
2 there been sufficient reason for a deferral of
3 this?

4 MS. FIGUEROA: In terms of what's written
5 in the Code, it doesn't meet that standard.
6 Ultimately, it's up to the discretion of the
7 Chairperson and the Board Members to answer
8 that question.

9 From the records, it seems that appropriate
10 notice was given to all of the parties, and
11 there is an affected neighbor here. Maybe we
12 can hear from counsel for the neighbor, and see
13 if he has any objection to it being deferred.

14 MR. AIZENSTAT: May I give a suggestion?

15 CHAIRMAN OTERO: Sure.

16 MR. AIZENSTAT: Possibly to take a roll
17 call on the Board, to get a sentiment as to
18 whether the Board would like to entertain a
19 deferment or not on the subject matter.

20 CHAIRMAN OTERO: I think that's a good
21 idea.

22 Let me ask one more question. Is there
23 anyone here present in opposition to the
24 variance request?

25 Would you please come up?

1 MR. SAVAGE: Sure. Counsel for the
2 northern neighbor.

3 CHAIRMAN OTERO: Would you state your name,
4 and address?

5 MR. SAVAGE: Absolutely. Yes, sir.

6 Good morning, Members of the Board. Thank
7 you for your service on this Board. My name is
8 Paul Savage. I have Law Offices at 100 Almeria
9 Avenue, Suite Number 220.

10 I'm here representing the affected property
11 owner to the immediate north, Mr. and
12 Mrs. Galvarrete, Janet Galvarrete. They are at
13 4615 Granada Boulevard.

14 And I have a lobbyist registration on file
15 with the City Clerk on this matter.

16 I'm here to oppose this variance
17 application, and I'm now here to oppose the
18 request for a deferral. The Applicant is the
19 one who is here asking for this variance from
20 this Board. The Applicant is the one who was
21 here back in May and obtained a deferral then,
22 I believe, to try to clean up or invigorate
23 their application, which, to that point, was
24 not doing very well. It was not very well
25 received.

1 We have a negative professional Staff
2 recommendation on this that enumerates a
3 negative response to all of the factors from
4 the Code, and as you know, that constitutes
5 substantial competent evidence, under all of
6 the legal standards, to deny the application.

7 What I was concerned to hear this morning
8 is that the reasons given for the request for
9 deferral had nothing to do with eleventh hour
10 negotiations or good faith changes to the plans
11 with City Staff or with neighbors, but, in
12 fact, it was admitted, on the record, that they
13 wanted a different makeup of the Board, and
14 there was analogies made to Circuit Court
15 proceedings, that, of course, in that venue,
16 you are not allowed to shop for judges or forum
17 shop. You have to get the judge that's
18 assigned to you, and your learned City Attorney
19 has explained that this is a valid lawful
20 quorum.

21 We will be prejudiced. My client has paid
22 for my services to be here. I had a court
23 reporter appear, not knowing that you had your
24 own court reporter. That will cost money.
25 And, you know, we've prepared for this.

1 This has been going on for months. This is
2 a quasi-judicial matter. It's very serious.
3 Attorneys are here. This should be taken up,
4 Number One, and denied, Number Two, and I would
5 like to reserve -- if we go into the merits,
6 I'd like to reserve time to go into the merits,
7 if we go there.

8 CHAIRMAN OTERO: Okay. Thank you very
9 much.

10 MR. SAVAGE: Yes, sir. Thank you for the time.

11 CHAIRMAN OTERO: I would like to follow-up
12 on Mr. Aizenstat's suggestion. What is the
13 Board's --

14 MR. AIZENSTAT: If it's standard procedure,
15 I would like to go ahead and just make a motion
16 to take a roll call based upon what the client
17 is asking, as to how the Board feels for a
18 deferral or not.

19 CHAIRMAN OTERO: If a motion is needed for
20 that, I will second it.

21 So there's a motion made, and a second.
22 Any discussion?

23 The motion is to take a roll call of the
24 Board to make a decision as to whether or not
25 to defer.

1 MR. AIZENSTAT: Correct.

2 CHAIRMAN OTERO: There being no discussion,
3 if you would take the roll.

4 THE SECRETARY: So the motion is made by
5 Mr. Aizenstat and the second was by Mr. Otero?

6 CHAIRMAN OTERO: Yes.

7 THE SECRETARY: To defer --

8 CHAIRMAN OTERO: No, to take a roll call as
9 to whether to defer.

10 THE SECRETARY: Not the motion to defer?

11 CHAIRMAN OTERO: That is correct. Just to
12 take a roll call.

13 THE SECRETARY: Mr. Thompson?

14 MR. THOMPSON: What's the response?

15 THE SECRETARY: The motion is to take a
16 roll call --

17 MR. AIZENSTAT: Maybe I should --

18 MR. THOMPSON: I'm against a deferral.

19 MR. AIZENSTAT: Maybe I should change that.

20 THE SECRETARY: We need a motion to
21 defer --

22 MR. AIZENSTAT: To do one way or another?

23 THE SECRETARY: Right.

24 MR. AIZENSTAT: I make a motion not to
25 defer it, if there's a second.

1 THE SECRETARY: Okay. A motion not to
2 defer has been in place. Is there a second?

3 CHAIRMAN OTERO: Second.

4 THE SECRETARY: Okay. A motion not to
5 defer by Mr. Aizenstat and a second by
6 Mr. Otero.

7 Mr. Thompson?

8 MR. THOMPSON: Yes.

9 THE SECRETARY: Mr. Galvez?

10 MR. GALVEZ: Yes.

11 THE SECRETARY: Mr. Aizenstat?

12 MR. AIZENSTAT: Yes.

13 THE SECRETARY: Mr. Hidalgo?

14 MR. HIDALGO: Yes.

15 THE SECRETARY: Mr. Sotelo?

16 MR. SOTELO: Yes.

17 THE SECRETARY: Mr. Otero?

18 CHAIRMAN OTERO: Yes.

19 So now the Board has heard argument from
20 both sides, and the Board has decided to
21 proceed with this matter.

22 And may you please now read the case into
23 the record?

24 MR. CORNIDE: Would it be possible for you
25 to give us five minutes to get more information

1 that I have in the car, if we're going to
2 review the case today?

3 CHAIRMAN OTERO: Okay. What we're going to
4 do is -- to minimize total disruption and to be
5 fair, we'll defer this, and let's take up the
6 second case first, Liz.

7 THE SECRETARY: Okay.

8 CHAIRMAN OTERO: Mr. Salvage, if you could
9 bear with us, just for the second case.

10 MR. SAVAGE: Yes, sir. Absolutely.

11 MR. CORNIDE: Okay. Thank you very much.

12 CHAIRMAN OTERO: The second case has to do
13 with the property located at 1131-1133 Cotorro
14 Avenue, Coral Gables.

15 THE SECRETARY: That is correct.

16 Before you, you have a variance request to
17 allow the proposed swimming pools for the
18 existing duplex building to be located in the
19 area between the street and the main
20 residential building. This irregular shaped
21 property is bordered by Cotorro Avenue in the
22 front, and Mariposa Avenue at the rear. A
23 portion of the rear property also abuts an
24 alley, creating a very unique condition.

25 The Zoning Code stipulates accessory

1 structures, such as swimming pools, cannot be
2 located in the area between the street and the
3 main residential building. The duplex was
4 designed to maximize the property site and
5 abide by all of the required front and rear
6 setbacks. Bordered by two streets does present
7 an anomaly and a very unique situation.

8 The swimming pool has to be designed to
9 conform with all of the setbacks and lot
10 coverage requirements.

11 In addition, a four feet high screen
12 concrete perimeter wall will be installed to
13 screen the swimming pool from the street view.

14 After review of the property site and the
15 configuration of the duplex, Staff finds that
16 due to the physical constraints of the
17 irregular shaped lot, the swimming pool
18 location is acceptable and we recommend
19 approval.

20 This is an aerial view of the property.
21 This is Cotorro Avenue in the front, and
22 there's a curvilinear portion right here, and
23 this is Mariposa.

24 This is the front of the duplex, on Cotorro
25 Avenue. There's Unit A and Unit B, and each

1 will have their own respective pools.

2 Again, another front view of the duplex.

3 This is the rear view, standing on

4 Mariposa. There will be a concrete perimeter

5 wall, as required by the Zoning Code, to screen

6 it from the street view.

7 This portion here is an alley.

8 This is another aerial view. As you can

9 see, there will be a swimming pool here, and

10 another swimming pool on this side.

11 In your packets, you have received the

12 plans that depict the two pools.

13 And another street view, facing Mariposa,

14 facing southward.

15 This is the actual view looking into the

16 alley.

17 Here you have the swimming pool, and here's

18 the other swimming pool for Unit B.

19 As you can see, they are abiding by the

20 fire setbacks.

21 The Board of Architects approved the plans

22 on May 27th. It does meet all of the standards

23 of Section 3-806, and Staff recommends

24 approval.

25 CHAIRMAN OTERO: Thank you.

1 Is there anyone in the audience who wishes
2 to speak in favor of this case, other than the
3 Applicant?

4 Let the record reflect that no one spoke
5 up.

6 Is there anyone in the audience that wishes
7 to speak in opposition of this case?

8 Let the record show no one spoke up.

9 Sir, could you, please, state your name?

10 MR. ASTRADA: Good morning. My name is
11 Javier Astrada, a representative for the
12 homeowners.

13 CHAIRMAN OTERO: Representative in what
14 capacity?

15 MR. ASTRADA: I am the lobbyist --
16 registered lobbyist for the units, Unit A and
17 B, 1131 and 1133 Cotorro Avenue.

18 CHAIRMAN OTERO: Okay. Could you, please,
19 state your case?

20 MR. ASTRADA: Yes.

21 MR. THOMPSON: Can you pull the mike down,
22 so I can hear you?

23 MR. ASTRADA: Sure.

24 It's to grant a variance to allow the
25 proposed swimming pools for the existing

1 duplexes being located in the area between the
2 street and the main residential building or any
3 part thereof. No accessory building, as the
4 Code says, is to be located between the area
5 between the street and the main residential
6 building, with the exception of fountains,
7 refresher pools, planters or flag poles.

8 As was stated earlier, we are meeting all
9 of the necessary lot coverage areas and
10 setbacks, and also we're going to have a
11 four-foot privacy wall around the perimeter of
12 both properties, as the Zoning Code allows.

13 CHAIRMAN OTERO: What divides one pool from
14 the other?

15 MR. ASTRADA: Also, I believe it's an
16 aluminum -- four-foot aluminum gate.

17 CHAIRMAN OTERO: Okay. The picture shows
18 only the shrubbery.

19 MR. ASTRADA: Yes, the normal shrubbery,
20 correct.

21 MR. THOMPSON: Okay. So it's not a wall?
22 You don't have a wall --

23 MR. ASTRADA: No. The Code allows for
24 that. Only you need the wall for the exterior,
25 to cover from both streets.

1 CHAIRMAN OTERO: Okay. Thank you very
2 much.

3 If there's no further discussion, the
4 public hearing is now closed.

5 The Board, we can entertain questions
6 and/or motions.

7 MR. GALVEZ: I move to approve.

8 MR. SOTELO: I have one quick question.
9 Both units are independently owned?

10 MR. ASTRADA: Yes, sir.

11 MR. SOTELO: And both units are applicants.

12 MR. ASTRADA: Yes, they're both applicants.

13 MR. SOTELO: I'll second that.

14 MR. AIZENSTAT: If I may. Since the City
15 of Coral Gables allows a four-foot concrete
16 wall, I would recommend that one of the
17 conditions be also that a hedge be maintained
18 directly opposite to the wall, which would be
19 higher than the four-foot, so it would further
20 shield the pool area, for privacy for that
21 property, from the street.

22 I know you can't do -- if I'm not mistaken,
23 you can't do higher than a four-foot wall,
24 correct?

25 THE SECRETARY: A four-foot concrete

1 privacy wall is the maximum that the Zoning
2 Code allows, and that's what's required by the
3 Code. You can amend the motion to add the
4 hedge.

5 MR. AIZENSTAT: Right. The wall, you
6 can't, but the hedge --

7 THE SECRETARY: The wall, you cannot, but
8 the hedge can be higher than four feet, as long
9 as it doesn't impede any triangle of
10 visibility.

11 MR. AIZENSTAT: Can we put that on as a
12 condition?

13 THE SECRETARY: You can propose that in the
14 motion.

15 MR. AIZENSTAT: Charles, can you give
16 us some clarification --

17 MR. WU: Charles Wu, Assistant to the
18 Planning Director.

19 The only clarification we need is that if
20 you're putting a hedge outside of the wall --

21 MR. AIZENSTAT: Inside the property line.

22 MR. WU: That needs to be clarified,
23 because they have to set back the wall a little
24 bit -- a few inches inside the property line so
25 you have room to plant the hedge.

1 It should be clarified, as part of your
2 motion, that the hedge is outside of the wall,
3 and that the hedge has to be on private
4 property.

5 MR. AIZENSTAT: It would have to be on the
6 inside --

7 MR. THOMPSON: Yeah, that depends on which
8 side of the wall you're going to put the hedge.

9 MR. AIZENSTAT: On the inside of the
10 property --

11 MR. THOMPSON: I lived in a Biltmore Court
12 cottage and we had the same situation. Our
13 pool was on the street side and we had a
14 four-foot wall, but our hedge is inside the
15 walls, and that give us the shield and the
16 privacy.

17 MR. AIZENSTAT: That's exactly what I'm
18 speaking about.

19 CHAIRMAN OTERO: My comment on that would
20 be that if it's in compliance with the Code,
21 and that there's a governmental reason to have
22 that hedge -- there's a privacy reason.
23 There's a private reason, but I don't see any
24 governmental issue or reason to force an owner
25 on a matter that can be a covenant running with

1 the land.

2 MR. THOMPSON: It's probably something
3 they're going to want to do later.

4 CHAIRMAN OTERO: I understand if they want
5 to do it later. I agree with you. But I don't
6 think it would be proper to add that to the
7 motion.

8 MR. WU: Mr. Chair, if I may add a couple
9 of things.

10 The site in the back, it does face the
11 street. So there's an interest of screening
12 from the street side into the pool.

13 And the second thing I would like to bring
14 to your attention, we recommend two separate
15 motions, because it's two separate properties.

16 CHAIRMAN OTERO: Thank you very much.

17 And, also, for further clarification, you
18 all have in your packet the exact language to
19 make a motion to grant the variances, and we
20 would ask that whoever the movant is, to state
21 the motion with the exact language stated in
22 the packet.

23 MR. SOTELO: Counsel, you'd like us to say
24 independently for each unit in the motion?

25 CHAIRMAN OTERO: I think we're going to do

1 two motions, one for each property address.

2 MR. WU: Yes.

3 CHAIRMAN OTERO: Okay. One for each
4 property address.

5 And what is before us today is the request
6 for the variance.

7 MR. WU: Yes. There's a Unit A and a Unit
8 B. Just clarify which one it is.

9 MS. FIGUEROA: And if you do include the
10 hedge issue, I need you to put something in the
11 motion that's it's going to be subject to the
12 triangle of visibility setting, to make sure
13 that it doesn't impede the street view or
14 anything like that.

15 CHAIRMAN OTERO: Fine. Thank you.

16 And for the record, 1133 Cotorro Avenue is
17 Unit A. For the movant to keep that in mind.

18 The 1131 is Unit B.

19 Now we'll entertain specifically stated
20 motions.

21 MR. GALVEZ: I move that the Board of
22 Adjustment grant Application BA 15-07-5759, a
23 request by Luis Fernando Abella and Maria
24 Micaela Gomez, for a variance for the duplex at
25 1133 Cotorro Avenue, Unit A, to allow the

1 proposed swimming pool to be located between
2 the street and the main residential building.
3 The motion is based upon the testimony
4 presented, along with the application
5 submitted, and the Staff report, which
6 constitute component and substantial evidence.

7 The Board hereby makes findings of fact
8 that each of the standards in Section 3-806 of
9 the Zoning Code has been met.

10 MR. HIDALGO: I'm sorry, I think we need to
11 repeat the motion, because I believe you
12 mentioned 1133 as Unit A.

13 MR. GALVEZ: Yes.

14 MR. HIDALGO: Isn't it 1131?

15 MR. GALVEZ: No, 33 is A. It says it right
16 there. 31 is B. Unless that's a mistake.

17 MR. HIDALGO: Can we clarify that? Is
18 1131, Unit A?

19 THE SECRETARY: 1133 is Unit A.

20 MR. HIDALGO: Okay. I'm sorry.

21 CHAIRMAN OTERO: Is there a second to that
22 motion?

23 MR. SOTELO: Second.

24 CHAIRMAN OTERO: If there's no discussion,
25 can we take a vote?

1 THE SECRETARY: Is there an amendment to
2 add the hedge or not to add the hedge?

3 MR. GALVEZ: We just discussed that. I
4 don't think there's a need to put those kinds
5 of requirements.

6 MR. AIZENSTAT: You could put those
7 requirements on, if you wanted. It's just up
8 to the Board, if you want to do it or not, but
9 the way the motion has been stated is without
10 the hedge.

11 THE SECRETARY: Without any conditions.

12 MR. GALVEZ: Correct.

13 THE SECRETARY: Okay. Mr. Aizenstat?

14 MR. AIZENSTAT: Yes.

15 THE SECRETARY: Mr. Thompson?

16 MR. THOMPSON: Yes.

17 THE SECRETARY: Mr. Galvez?

18 MR. GALVEZ: Yes.

19 THE SECRETARY: Mr. Sotelo?

20 MR. SOTELO: Yes.

21 THE SECRETARY: Mr. Hidalgo?

22 MR. HIDALGO: Yes.

23 THE SECRETARY: Mr. Otero?

24 CHAIRMAN OTERO: Yes.

25 We have one more matter for the same unit

1 owner, which is 1131 Cotorro Avenue, Unit B.

2 We'll entertain a motion regarding Unit B.

3 Again, please make a very specific motion,
4 following the requisite language.

5 MR. GALVEZ: I move that the Board of
6 Adjustment grant Application BA-15--7-5759, a
7 request by Brenda Urdaneta for a variance for
8 the duplex at 1131 Cotorro Avenue, Unit B, to
9 allow the proposed swimming pool to be located
10 between the street and the main residential
11 building.

12 The motion is based upon the testimony
13 presented, along with the application
14 submitted, and the Staff report, which
15 constitute competent and substantial evidence.

16 The Board hereby makes findings of fact
17 that each of the standards in Section 3-806 of
18 the Zoning Code has been met.

19 MR. SOTELO: Second.

20 CHAIRMAN OTERO: There's a motion on the
21 floor. It's been second.

22 Any further discussion? If not, can we
23 take a vote, please?

24 THE SECRETARY: Mr. Galvez?

25 MR. GALVEZ: Yes.

1 THE SECRETARY: Mr. Aizenstat?
2 MR. AIZENSTAT: Yes.
3 THE SECRETARY: Mr. Hidalgo?
4 MR. HIDALGO: Yes.
5 THE SECRETARY: Mr. Sotelo?
6 MR. SOTELO: Yes.
7 THE SECRETARY: Mr. Thompson?
8 MR. THOMPSON: Yes.
9 THE SECRETARY: Mr. Otero?
10 MR. OTERO: Yes.
11 Congratulations.
12 MR. ASTRADA: Thank you, Members of the Board.
13 CHAIRMAN OTERO: Thank you very much.
14 Now we're going to go back to the first
15 item on the agenda, the property at 4635
16 Granada Avenue.
17 Liz.
18 THE SECRETARY: This property is located at
19 4635 Granada Boulevard. This request was
20 previously heard on Monday, May 4th, 2015.
21 The request was originally for a gazebo and
22 paver deck to encroach into the required clear
23 waterway setback.
24 A variance was granted for the paver deck;
25 however, the gazebo structure request was

1 deferred.

2 The Board suggested an alternative design
3 specific, that the item meet the requirements
4 of the Zoning Code or a design which would
5 result in a minimal encroachment into the
6 setback area.

7 You have received the plans, and I believe
8 you have the plans from the last time this was
9 presented. The gazebo was originally proposed
10 at twenty feet four inches rear setback from
11 the water line.

12 The revised design illustrates the gazebo
13 located at twenty-three feet eight inches rear
14 setback from the waterway.

15 In addition, the gazebo has been shifted
16 closer to the north side property line.

17 The Board also requested that the Applicant
18 submit examples, which have been included in
19 your packets, with Staff's observations.

20 The Zoning Code has specific regulations in
21 maintaining setback requirements. After review
22 of the site and the revised design, Staff did
23 not find any extraordinary circumstances or
24 unique features to allow the encroachment.

25 Staff recommends denial of the Applicant's

1 proposal.

2 In addition, after your Staff report,
3 included in your packet, is a letter of
4 objection from another neighbor, and I'd like
5 to read that into the record.

6 Mr. Michael Steffens, at 822 Jeronimo
7 Drive. "Sirs, I do not believe that any
8 variances should be are granted. I do not
9 understand what hardships could possibly exist
10 to allow a variance. The lot size is greater
11 than half an acre and should be more than able
12 to accomodate the developer's floor plan. This
13 would establish a dangerous precedent."

14 This is now officially part of the record.

15 CHAIRMAN OTERO: Thank you, Liz.

16 Okay.

17 MR. ALOS: Good morning, again.

18 CHAIRMAN OTERO: Good morning once again,
19 Mr. Alos.

20 MR. ALOS: As you recall, the last time, as
21 we stated earlier, I came on as almost as a
22 relief pitcher, but he didn't have the benefit
23 of the final voting from the Board, so if you
24 guys don't mind, because I had the benefit of
25 that, I will be addressing the Board, and he

1 will chime in, as I've made him aware of what
2 happened towards the end, as he left for his
3 trip.

4 As you all recall from the last Board
5 hearing, there were two main issues that were
6 brought up. One was, Mr. Alos, can Mr. Cornide
7 change the plans a little bit to perhaps kind
8 of give it a better site of vision for the
9 neighbor for which the counsel is present here
10 today, that filed an objection? That was
11 Number One.

12 Number Two, the Board was very adamant,
13 Mr. Alos -- the second big issue that it was
14 having was, Mr. Alos, do you have any examples,
15 because I came here with printouts, with copy
16 sheets of different properties that were not
17 observing the setback, and, specifically,
18 Mr. Otero asked me several times, "Mr. Alos, do
19 any of those properties have variances? Mr.
20 Alos, do any of those properties have
21 variances?"

22 My response was very simple, "I don't
23 know." If they don't have a variance, then,
24 obviously, there are residents along the
25 waterway that are not adhering to the setback,

1 and if there are variances, then that sets a
2 precedent for the case involved, that they are
3 receiving variances for structures that are not
4 observing the 35 feet.

5 So having said that, I'm going to backtrack
6 a little bit, in lieu of meeting the seven, of
7 which, I think, eight of the elements -- the
8 eighth element doesn't apply, because it talks
9 about historical preservation, which is not the
10 case at hand.

11 I will, in toto, address all of the
12 elements. The first thing is the irregularity
13 of the lot. I couldn't help but notice, the
14 gentleman who she just read his objections into
15 the record, said that this lot was not
16 irregular. As I stated the first time
17 around -- this is like Vanna White. She puts
18 up letters for me.

19 MR. CORNIDE: Yeah, although I'm not Vanna
20 White.

21 MR. ALOS: Far from it -- the lot in
22 question, as we discussed last time, I don't
23 know what it is. I don't know if it's a
24 hexagon, an octagon, a stop sign, and,
25 surely -- I feel strongly that this Board will

1 correct me if this statement is wrong -- having
2 voted on two issues last time, one was the
3 pavers, one was the gazebo, the voting started,
4 if you all recall, where they were both being
5 voted on together, and, frankly, the vote was
6 going positively, until at one point in time,
7 one gentleman on the Board said, "Let's
8 bifurcate these two issues."

9 But I would respectfully submit to this
10 Board that -- and, again, I'm not putting words
11 in the Board's mouth. I'm sure you're capable
12 of correcting me -- is that we had all
13 established, it is an irregular lot, hence when
14 the two issues were bifurcated, one was
15 approved.

16 So I would submit to the Board, unless the
17 Board wants to discuss or address this issue
18 further, that we already went to the
19 machinations of the irregularity of the subject
20 lot, in lieu of the fact that, as I stated
21 earlier, I don't know what this lot is. I
22 don't know if there is a name, a scientific
23 name, for what shape it is, and I would
24 respectfully submit, it meets all of the
25 elements of being irregular.

1 The second issue I want to address is, the
2 Board requested, "Mr. Alos, go back to the
3 drawing board" -- no pun intended -- "and let's
4 see if we can change something in the design
5 that might make the site of vision of the
6 neighbor a little better."

7 We did that. We went back to the drawing
8 board and we submitted a new plan, where we go
9 back approximately four feet back more, within
10 the setback, and a couple of feet to the north.

11 And the reason we do that is --

12 MR. CORNIDE: Which is of no concern.
13 We're well within our right to move it to the
14 north. In other words, we are not seeking any
15 type of variance for the location to the north.

16 I actually worked with my architect, and
17 the setback to the north, just to be clear, is
18 not the subject of the variance that we're
19 looking at here today, because there's an
20 appropriate setback, according to the Code,
21 and, again, that's what my architect has told
22 me.

23 MR. ALOS: And it's not just that. We
24 weren't just making a change for the sake of
25 making a change. We did, as I'm going to visit

1 in a few seconds, as we did the first time when
2 we went and met with the neighbor that
3 objected, we went out there, first time out,
4 with the neighbor, and we put stakes, to let
5 the neighbor see what his site of vision was
6 going to be.

7 So let's fast-forward to the present. We
8 did the same thing this time around. We got
9 our architect. We went back out there. "Okay,
10 how we can go ahead and move this a few feet
11 back, a few feet to the left," and I know that
12 you all can't visit the site, but if you look
13 at the caddy-corner site of the neighbor, this
14 change in the plan was specifically in mind to
15 preserve his site of vision.

16 So we respectfully and humbly submit that
17 we listened to the Board's request. We did go
18 back to the drawing board. We did make a
19 change, and we submitted the change.

20 I think one of the burdening issues the
21 last time, again --

22 MR. CORNIDE: When you look at the line --

23 CHAIRMAN OTERO: I'm sorry, could you speak
24 up? I'm not sure, maybe you can move up the --

25 MR. CORNIDE: I just wanted to make a quick

1 point, okay. That assuming that we look at the
2 property from the 35 feet from the shore line,
3 I just wanted for you to understand, this is
4 the amount of property that's coming out, in
5 order for me to generate -- for us to generate
6 a design that would comply, so we wouldn't have
7 to be before you today, and as I mentioned in
8 the previous hearing, you know, it would be
9 very nice if we could all sit -- if I could sit
10 for two years waiting for every single plan
11 that I was putting together to be approved, but
12 every single one of these plans of the project,
13 per se, the pool, and stuff like that, was
14 approved for moving forward, which is one of
15 the points, I think, that was brought up.

16 And the second thing, that I could have
17 redesigned the whole thing and made it work
18 within the scope of the property.

19 I don't think it would have been possible
20 to include all of the elements of the design,
21 if we wouldn't have created this variance or if
22 we wouldn't have applied for this variance.

23 MR. ALOS: And I'm going to dove tail back
24 to that in a second, but I want to continue
25 with the main point, and Mr. Otero was one of

1 the main advocates of this, you wanted to see
2 examples, you wanted to see real examples, real
3 variances, and I said, "Okay."

4 So that's what we did. We provided the
5 Board with four different examples. The
6 addresses are in the opinion, which is --

7 MR. CORNIDE: There are many more examples.

8 MR. ALOS: Not only are there many more,
9 which if -- the Board seems to agree with the
10 reasons for differentiating, which I definitely
11 want to address the minutia, the fact that
12 they're differentiating, because how these four
13 examples that we provided are different in
14 irregularity than our subject lot, I think it's
15 an academic discussion that's going to require
16 a protractor and a ruler and I don't know what,
17 because, to me, the irregularities are the
18 same, if not -- maybe not as irregular as the
19 subject lot.

20 So my point is, we provided four different
21 examples, of four different homes on the
22 waterway that were granted a variance for a
23 structure, and the property at 6834 is 13.3
24 feet from the water line. The property at 12
25 -- 12500, 13 feet; 282 Carabela -- I don't know

1 if that's how you pronounce it -- six feet; and
2 the 5911 Granada, ten feet.

3 These are all structures, two consisting of
4 a gazebo, one is sort of a chickee hut, and the
5 third one is a hybrid, that I don't know what
6 it is. It's a mixture of a gazebo, chickee hut
7 and trellis.

8 Board Members, the things that really
9 jumped out at me, when I was looking at how
10 these four properties were differentiated, it
11 seems like, what is the standard for irregular?
12 I mean, is irregular, irregular or is
13 irregular, irregular, or is irregular, very
14 irregular or very, very irregular or extremely,
15 extremely, extremely irregular?

16 I mean, at what point in time do we start
17 applying a subjective interpretation of what is
18 irregular? As far as I can see, as far as
19 looking at the Code, as far as looking at the
20 ordinance, irregular has one basic term applied
21 to it, and the severity of the irregularity is
22 something that now becomes a complete
23 subjective issue to try to interpret.

24 So I'll respectfully submit, here are four
25 black and white examples of properties that

1 have a structure similar or almost exactly the
2 same as the property here, where they were
3 given a variance.

4 One of the last issues I want to address is
5 the neighbor to the north that has objected,
6 and I think it's important to go into a little
7 bit of history, because as I -- as you all may
8 recall, I told you the last time, I live on the
9 waterway, too, so this issue affects me.

10 Don't worry. I'm not going to come before
11 you all for any kind of variance, but what
12 happens on the waterway affects me. I want the
13 Board to know that we did everything in our
14 power to sit down with the neighbor that
15 objected and try to appease him. We sat with
16 him. We spoke with him. When I say, "We,"
17 collectively, I was actually --

18 MR. CORNIDE: He was even kind enough to
19 comment on how the whole property was
20 complete -- I mean, we designed this. Again,
21 I'm not -- I'm not looking to belittle or put
22 down anybody, but I believe it's important to
23 be genuine, and I believe it's important to be
24 truthful, and I think one of the things the
25 neighbor to the left, to the north, has not

1 done, okay, has not been communicative --

2 CHAIRMAN OTERO: Mr. Cornide, I would
3 prefer to stick to the issues, not
4 personalities, not subjective commentary.
5 Please speak to the issues.

6 There are key elements that need to be
7 discussed. I need to make sure we do this
8 before the sun sets. So let's proceed with a
9 more objective, expedited fashion.

10 I don't want to hear about the neighbor.
11 The neighbor has an attorney here. We will
12 hear the substance from counsel.

13 MR. ALOS: Good point. I'll get to the
14 substance of the neighbor. The neighbor, who
15 has objected, was the benefactor of a variance
16 for a structure, in the pool area, which I
17 believe is a gazebo, very much the same as the
18 variance that we're going for.

19 So, I guess, to get to the objective point
20 of it, a fifth example would be the neighbor.
21 The one who is objecting would be, again,
22 another example that I would propose to this
23 Board --

24 CHAIRMAN OTERO: Are you issuing testimony
25 that the neighbor has identical conditions as

1 your client, as your friend, and he obtained a
2 variance? If that is your testimony, affirm
3 it. If that is not your testimony, explain.

4 MR. ALOS: I don't think any lot on this
5 waterway is identical.

6 CHAIRMAN OTERO: I didn't say that. I
7 said, you're making an analogous situation to
8 Mr. Cornide, and you're stating that the
9 neighbor to the north, the objector, has the
10 same situation Mr. Cornide does, and he got a
11 variance. Is that your testimony?

12 MR. ALOS: I would group that neighbor with
13 the other four, so I would give you now five
14 examples, and if you'd like for me to address
15 each of the other four, in addition to the
16 neighbor, I would be more than happy to, but my
17 response to you, sir, is: Now, I don't submit
18 four. I submit five examples of residents on
19 the waterway that received a variance for a
20 like or similar structure to the one that Mr.
21 Cornide is trying to obtain. So it's no longer
22 four. Now it's five.

23 And, ironically, one of the five, is the
24 neighbor that's objecting to the same type of
25 variance -- let me choose my words carefully --

1 that he's now objecting to.

2 CHAIRMAN OTERO: Okay. Let's proceed,
3 because like or similar has a lot of wiggle
4 room. Similar, too, has a lot of wiggle room.

5 So let's just proceed. We will hear from
6 the City in a minute as to those four or five
7 issues, but for now let's stick to
8 Mr. Cornide's situation and the hardship.

9 MR. ALOS: So with regard to the elements
10 that need to be met at the end, I will submit
11 that I essentially addressed them in bulk. One
12 to three addresses the irregularity of the
13 property. I would submit that my arguments, at
14 this point in time -- and that's why I said
15 earlier, I'm trying to give you a little bit of
16 a road map -- I'm going to address them all in
17 bulk, because if I go one by one by one, I
18 think we won't leave here before the sun falls.

19 In four, six and seven, my argument would
20 be that this variance setback, it is not being
21 applied harmoniously or uniformly or globally
22 to all of the residents, because either, A, all
23 of the other untold amount of properties, that
24 we can go ahead and amend this application for,
25 that have structures in the 35 feet, that

1 either have a variance or don't have a
2 variance, the point is, there's a lot of them.
3 There's a lot of them.

4 So my point would be, with regard to four,
5 six and seven, the setback rule is not being
6 applied uniformly.

7 And the last one that would need to be met
8 is five. We did change the plans, in
9 accordance with the suggestion of the Board, to
10 try to appease everybody, to try to mitigate
11 some kind of solution that would make everyone
12 happy.

13 At this point, unless Mr. Cornide wants to
14 address anything else, I'd like to maybe -- I
15 don't know what the proper term is -- reserve a
16 little time for rebuttal, because I would like
17 to hear what counsel for the neighbor has to
18 say.

19 CHAIRMAN OTERO: Any questions from the
20 Board Members for Mr. Alos or Mr. Cornide?

21 MR. SOTELO: I have just one statement to
22 make. I think you mentioned a second ago that
23 we were all moving fine, and so I believe we
24 broke the issues into two, which were the
25 pavers and the gazebo.

1 That actually worked in your favor, just to
2 make it clear, because there was a possibility
3 that nothing was going to get approved.

4 MR. ALOS: Maybe. Absolutely. You're right.

5 MR. SOTELO: And the reason why that was
6 broken into two, was because the pavers were
7 not obstructing the view of the neighbor, and
8 that's becoming what the larger -- appears to
9 be the largest issue.

10 So I just want to be clear, before we talk
11 about the fact that it was moving smoothly, we
12 don't know that for sure.

13 MR. CORNIDE: I think that's the perception.

14 MR. ALOS: You may be right. I don't know.

15 CHAIRMAN OTERO: Thank you..

16 Any other questions?

17 MR. AIZENSTAT: Yes. If I may, since I
18 don't have the benefit of having been here at
19 the past meeting.

20 When did your client acquire the property?

21 MR. CORNIDE: I acquired the property about
22 two years ago. I'm still not living there.

23 MR. AIZENSTAT: Was the residence that's
24 there at the site built or did you develop it
25 and build it?

1 MR. CORNIDE: Well, when I acquired the
2 property, there was a pool along here. There
3 were retaining walls along here. There was
4 actually a platform on this corner, which is
5 where we came up with the idea -- there was an
6 octagonal concrete platform on this corner,
7 right here, that we eliminated.

8 MR. AIZENSTAT: Okay. It was just a
9 platform or was it a structure?

10 MR. CORNIDE: Well, what it was, it was a
11 deck. It was a pool, that was along here, like
12 this, and then there was a wood deck around the
13 pool, and then there was a dock, if you will --
14 I want to say, dock -- forgive me if I'm not
15 using the correct language terms. I mean, I'm
16 not an architect.

17 But there was a dock, a wood dock, with the
18 pilings and concrete foundations that came out
19 to here, and then there was an octagonal, if
20 you will, smaller area, that you could sit,
21 with two chairs.

22 And, then, what they did with that dock is,
23 which is why I removed it, I went ahead and put
24 Mexican Saltillo tile on top of the deck --

25 MR. AIZENSTAT: You know, the actual

1 structure was existing?

2 MR. CORNIDE: Absolutely.

3 CHAIRMAN OTERO: Anything else from the
4 Board?

5 Okay. Thank you.

6 Aside from Mr. Savage, is there anyone else
7 speaking here now in favor of the application?

8 Let the record show, yes, there is someone
9 speaking in favor of the application.

10 Name and address, please.

11 MS. SALAZAR-BLANCO: Good morning,
12 Mr. Chairman, Members of the Board, Madam City
13 Attorney. I'm here in favor for the Applicant.

14 CHAIRMAN OTERO: I'm sorry, even though we
15 know you, could you state your name into the
16 record?

17 MR. SALAZAR-BLANCO: Yes, Martha
18 Salazar-Blanco, residing at 9160 Southwest 141
19 Court.

20 So I was hired by the owner to please help
21 him with this issue that he had. I'm sorry, I
22 have to give you a little bit of history, just
23 so you can understand why I am here.

24 So he went to the Board of Architects.
25 Everything was good.

1 Then they noticed, "Oh, look, there might
2 be a gazebo a little bit in the setback."

3 And correct me if I'm wrong as I'm saying a
4 little bit of a quick history.

5 So he was told the gazebo was in the
6 setback. He goes to see Staff. He goes back
7 and forth with Staff. He's not getting
8 anywhere.

9 So he says to me, "I'm a businessman. I
10 travel a lot. Can you please help me?"

11 And I said, "Okay. So let me see how I can
12 help you."

13 So I started studying his issue, and I
14 said, "Oh, I remember those cases. I remember
15 so many different issues with lots that are
16 very irregular, gazebos that encroach into the
17 setback, gazebos that encroach into the side
18 setbacks, chickee huts, cabanas, auxiliary
19 structures."

20 And the more I researched it, the more I
21 find that, "Okay, well, let me start
22 researching on all of the variances that have
23 been addressed and approved by the City."

24 So I went to the Development Services
25 Department. I went through all of what we call

1 or I used to call the Zoning Bible. That has
2 all of the variances from way back when, from
3 the '40s, from the '50s. So I started writing
4 down all of the variances approved.

5 I can tell you that maybe one or two were
6 not approved.

7 CHAIRMAN OTERO: May I interrupt you for
8 one second?

9 MS. SALAZAR-BLANCO: Yes.

10 CHAIRMAN OTERO: Have you prepared a
11 package for this Board to consider regarding
12 your testimony today? In other words, without
13 listening to you going through all of the
14 history, can you give us chapter and verse,
15 addresses, variances, similarities or
16 differences?

17 MS. SALAZAR-BLANCO: I do have all of that
18 information.

19 CHAIRMAN OTERO: Have you provided that to
20 the Board?

21 MS. SALAZAR-BLANCO: No. I do have that
22 information. The reason why I do not have the
23 information is because late last night, we were
24 discussing, "Okay, what we are going to do?
25 What are we going to do," because,

1 unfortunately, when I got word that it was only
2 going to be six Board Members, I said, "Oh, I
3 don't know what you want to do. This is not
4 good. You know, you really need seven. I
5 don't know what you want to do."

6 CHAIRMAN OTERO: Before you go on, I just
7 want to get to the point. I'm sorry, I want to
8 get to the point. You don't need seven. Six
9 is sufficient. That's over.

10 MS. SALAZAR-BLANCO: Okay.

11 CHAIRMAN OTERO: We're here today and we've
12 been here for an hour. There are eight
13 elements to the variance. Are you ready to
14 address those again, although we heard them
15 from Mr. Alos, and before you do, the City
16 Attorney has a comment or question?

17 MS. FIGUEROA: For the record, can you
18 indicate whether you registered as a lobbyist.

19 MS. SALAZAR-BLANCO: Yes, I have.

20 MS. FIGUEROA: When you're done, can you
21 provide that?

22 MS. SALAZAR-BLANCO: Absolutely, yes.

23 Okay. So since you want to go one by one,
24 I will do that. I know Andres has done it,
25 but --

1 CHAIRMAN OTERO: Okay. You're addressing
2 consistency of past Board rulings, in which you
3 will have to show almost identical
4 circumstances to this case, not a chickee hut,
5 not a trellis, but a gazebo just like this.

6 MS. SALAZAR-BLANCO: Correct.

7 CHAIRMAN OTERO: Now, before you do that,
8 there's a second issue, which is consistency.
9 The first issue will be the eight elements
10 you're very familiar with as to a variance.

11 MS. SALAZAR-BLANCO: Yes.

12 CHAIRMAN OTERO: Are you going to address
13 those again or have we heard enough from
14 Mr. Alos and Mr. Cornide on that?

15 MS. SALAZAR-BLANCO: Well, I think that
16 Andres -- I was not here on the first hearing,
17 so I don't know what his testimony was in the
18 first hearing in May.

19 CHAIRMAN OTERO: You can move to read the
20 transcript from the first hearing.

21 MS. SALAZAR-BLANCO: No, I was not provided
22 any transcript, and I don't think there was any
23 transcript ordered anyway.

24 Is that correct?

25 THE SECRETARY: No. We have transcripts,

1 yes.

2 MR. SALAZAR-BLANCO: So I have not been
3 able to read that.

4 I mean, I don't know if you would like for
5 me to go over it, but I can. As far as I'm
6 concerned, as far as how I view it, the way,
7 you know, I would have normally done this, yes,
8 I would like to go through one at a time, if
9 you don't mind.

10 CHAIRMAN OTERO: Let's go.

11 MS. SALAZAR-BLANCO: So the first one is,
12 special conditions and circumstances exist
13 which are peculiar to the land, structure or
14 same building involved, and which are not
15 applicable to other lands, structures or
16 buildings in the same Zoning District.

17 The response is, the property site is
18 larger than the average site, with no unusual
19 or exceptional circumstances.

20 I must say that, that is not a response for
21 a, no, because it doesn't matter how big or
22 small the land is. It's the irregularity,
23 anything that might try and tell you, okay --

24 CHAIRMAN OTERO: Specifically.
25 Specifically, because we addressed this in the

1 prior hearing, and you don't have --

2 MS. SALAZAR-BLANCO: See, I wasn't here for
3 the first --

4 CHAIRMAN OTERO: I wish you had been,
5 because you would see how all of this is
6 repetitive.

7 MS. SALAZAR-BLANCO: Okay.

8 CHAIRMAN OTERO: Specifically, what is
9 irregular as to this lot, to request -- as to
10 this lot?

11 MS. SALAZAR-BLANCO: As to this lot.

12 CHAIRMAN OTERO: I know it's not a
13 rectangle. I know it's not a square. What is
14 it, specifically, as to this lot --

15 MS. SALAZAR-BLANCO: Okay.

16 CHAIRMAN OTERO: -- that the Applicant has
17 not caused the problem?

18 MS. SALAZAR-BLANCO: So, as you can see,
19 there is a curvilinear here. So you're not
20 looking at --

21 CHAIRMAN OTERO: Where is the water? Can
22 you point to where the water is?

23 MS. SALAZAR-BLANCO: The water is right here.

24 CHAIRMAN OTERO: So the first three points
25 you pointed at are not relevant to the water,

1 correct?

2 MS. SALAZAR-BLANCO: That's correct.

3 MR. CORNIDE: The water is right here.

4 CHAIRMAN OTERO: I know where the water is.

5 MS. SALAZAR-BLANCO: So what does this do,
6 when it's irregular, or if the water is here,
7 you have two streets, you have Granada, which
8 is here, and you have the other street here,
9 which is Orduna. So already there's two
10 streets; 25 here, 35 here. He has to maintain
11 a side total setback, and then he has to
12 maintain a 35-foot setback.

13 So already there's a lot of restrictions
14 there with setbacks, because of all of the
15 setbacks on the front, the side street, the
16 side street.

17 So in doing that, I said, you know, I have
18 to provide you, so you can understand why it's
19 irregular, a definition from Zoning Development
20 and Planning Terms. This is the definition
21 from the Planning and Zoning Book. An
22 irregular lot is a lot of such shape or
23 configuration that technically meets the area
24 frontage and width, no depth requirements of
25 this ordinance, but meets these requirements by

1 incorporating unusual elongations, angles,
2 curvilinear, lines unrelated to topography or
3 other natural land features, are an irregular
4 lot. Hence, that is the definition of this
5 property.

6 So we go to the next one.

7 MR. SOTELO: Can I ask a quick question?

8 MS. SALAZAR-BLANCO: Sure.

9 MR. SOTELO: The irregularity of the lot,
10 this is not listed as an irregular lot in the
11 Property Appraisal. Was this after the fact of
12 any additions or constructions -- I don't know
13 if we covered this in the last hearing. Was
14 there any additions or constructions that were
15 done after the fact, that leads us up to your
16 point? Did anything that the Applicant do
17 cause this to become an irregular lot?

18 THE SECRETARY: I'd like to address the
19 Board, if I may.

20 CHAIRMAN OTERO: Yes, Liz, please.

21 THE SECRETARY: This was addressed at the
22 previous hearing. He has obtained a permit to
23 construct. There was a pool on the property,
24 as he stated, and I'll bring that up on the
25 survey. It was right there.

1 The pool was not parallel, but somewhat
2 parallel to the home, and the waterway is back
3 here.

4 There is a permit on the property now to
5 remodel the property and to add a terrace,
6 which is right -- all of this is new, and then
7 the pool now is perpendicular to the waterway,
8 with the spa here.

9 So this terrace is new, this decking is
10 new, and the pool is also new.

11 You can see by the pictures.

12 MR. CORNIDE: May I address your question?

13 CHAIRMAN OTERO: Before you do, was the
14 existing pool outside the 35 feet?

15 THE SECRETARY: Pools can be up to five
16 feet from the waterway. The pool is not in
17 question, as far as the setback is concerned.

18 This is the original design that was
19 proposed at the first hearing. This was where
20 the gazebo was proposed, and this is where the
21 gazebo is now proposed. As you can see, it's
22 been moved, as he said, three feet and three
23 inches closer, outside of the setback, but it
24 has been moved from seventeen feet to the side
25 property line, to twelve feet and change.

1 Specifically, it was at seventeen feet ten
2 inches to the side property line, and now it's
3 twelve feet nine inches to the setback.

4 That was the original design. This is the
5 proposed design.

6 So in answer to your question, Mr. Sotelo,
7 yes, there are permits on the job site right
8 now for remodeling of the residence, and
9 including this terrace portion, and I believe I
10 have a picture of it under construction. I
11 know they are further along now. There is a
12 terrace right now that's being built.

13 CHAIRMAN OTERO: What is the distance now,
14 23 feet -- if you can put that back again,
15 Liz -- to conform with the 35-foot?

16 THE SECRETARY: The set back line is this
17 dashed line right here. If you open up the
18 plans, I've highlighted it for you. You can
19 see the setback line clearly.

20 So this is the portion of the gazebo that
21 is in the setback area.

22 CHAIRMAN OTERO: Let me ask Mr. Hidalgo,
23 and then Mr. Alos.

24 MR. HIDALGO: Another comment was, if I
25 recall correctly from the prior Board meeting,

1 the pool and spa was, obviously, a separate
2 permit that was applied for.

3 Are the pool and spa under construction
4 now?

5 THE SECRETARY: Yes.

6 MR. HIDALGO: And permitted?

7 THE SECRETARY: Yes.

8 MR. CORNIDE: May I address that?

9 CHAIRMAN OTERO: Go ahead.

10 MR. CORNIDE: Originally this was one
11 complete permit. The pool and spa were
12 separated from the gazebo, because I have to
13 move into my home.

14 MR. HIDALGO: My question is, regardless of
15 you having to move into your home, is there a
16 reason why, when the architect designed the
17 pool and the spa and the gazebo, wouldn't they
18 all want to design it so it's in conformance
19 with the Zoning regulation?

20 MR. CORNIDE: Well, again, when we
21 submitted the initial plan to Zoning, it was
22 approved by the Board, and that's the way it
23 was submitted. I mean, I can't answer that
24 question for my architect.

25 MR. HIDALGO: So the plans were submitted

1 with the gazebo encroaching into the setback?

2 MR. CORNIDE: The plan was submitted with
3 the gazebo encroaching into the setback 20
4 feet, and it was approved by the Board of
5 Architects, and, then, when we proceeded
6 forward is when we ran into this situation.

7 MR. HIDALGO: So at that point, was there
8 any concern or any revision with the architect
9 to try to relocate the gazebo and relocate the
10 pool and spa, kind of shuffle things around, so
11 that everything would fit within the back --

12 MR. CORNIDE: No. At that point, what we
13 did was, we looked at the variance process,
14 applied for a permit, to proceed with the pool.

15 MR. HIDALGO: So you proceeded with the
16 pool and the spa, knowing that the gazebo was
17 going to be the wild fire?

18 MR. CORNIDE: Yes.

19 MR. AIZENSTAT: Mr. Chair, if I may.

20 CHAIRMAN OTERO: Yes, sir.

21 MR. AIZENSTAT: The covered terrace is a
22 new addition.

23 MR. CORNIDE: If I my address --

24 MR. AIZENSTAT: Just, it's a new addition?

25 MR. CORNIDE: It is a new addition.

1 MR. AIZENSTAT: Is there a reason why you
2 didn't move your gazebo as part of your covered
3 terrace, so you would fall within the setback?

4 MR. CORNIDE: You're asking me if I didn't
5 move my gazebo to attach --

6 MR. AIZENSTAT: In other words, if you
7 moved your gazebo and made it part of your
8 covered terrace, you would have been within
9 your setbacks.

10 MR. CORNIDE: I guess I can move
11 everything, you know.

12 MR. AIZENSTAT: I'm just saying, when you
13 did your plans, when you saw from the Board of
14 Architects that you had an issue --

15 MR. CORNIDE: There was no issue then.

16 MR. AIZENSTAT: No, I understand, but the
17 question that I'm bringing to you is, at that
18 point, I don't understand why your architect
19 didn't bring it closer to what you were
20 building, anyway, the covered terrace, so you
21 wouldn't have any further issues?

22 MR. CORNIDE: Because there was no way,
23 when we sat down and looked at the revisions,
24 to actually achieve the cabana effect. If we
25 want an oversized terrace, a huge terrace in

1 the back, that's fine. Quite honestly, if you
2 look at the previous drawing, I believe it is,
3 that Ms. Gonzalez put up, you'll see that the
4 terrace that I put in was right over the
5 existing terrace, with its planters. I didn't
6 make the terrace 15 or 20 or 30 feet longer
7 than it should be.

8 I was working within the confines of the
9 home that I had, and I just said, "We'll put a
10 gazebo," and that was the general design, and
11 that's what made the backyard flow, and that's
12 what we're presenting.

13 MR. AIZENSTAT: Okay. So you're doing it
14 because of aesthetics?

15 MR. CORNIDE: Correct.

16 MR. AIZENSTAT: Just a question to Staff,
17 and that would be, if the gazebo is done as a
18 part of the covered terrace, does that injure
19 him in any way, as far as an auxiliary
20 structure or any other means?

21 THE SECRETARY: The covered terrace is not
22 considered an auxiliary structure, because it's
23 attached to the home. Auxiliary or accessory
24 structures are normally detached.

25 MR. AIZENSTAT: And if he goes ahead, and

1 just --

2 THE SECRETARY: Attaches them?

3 MR. AIZENSTAT: Yes.

4 THE SECRETARY: He still would have an
5 issue, because it's in the setback area.

6 MR. AIZENSTAT: But if he brings it
7 forward, so it's not within the setback area,
8 he's able to attach it?

9 THE SECRETARY: That would be a design
10 issue. If it's not in the setback --

11 MR. AIZENSTAT: But by Code?

12 THE SECRETARY: To attach to --

13 MR. AIZENSTAT: Assuming that you take the
14 pool pavilion that's there and you bring it
15 closer to the corner of where -- move it over
16 to the corner where the columns are -- in other
17 words, he's allowed to do that by Code?

18 MR. CORNIDE: Yes.

19 THE SECRETARY: You're allowed to build a
20 covered terrace.

21 MR. AIZENSTAT: If he wants a bigger height
22 or anything in response to that --

23 THE SECRETARY: No, there is no limitation
24 on the height, except if it does exceed I
25 believe it's 13 feet, but as far as a design

1 issue, it would have to be up to the Board of
2 Architects.

3 MR. AIZENSTAT: He wouldn't be before the
4 Board of Adjustments or need any variances?

5 THE SECRETARY: No. Once he complies with
6 the setbacks, sides and rear, and lot coverage,
7 there would be no presentation before the Board
8 of Adjustments.

9 MR. AIZENSTAT: Thank you.

10 MR. SALAZAR-BLANCO: If I can interrupt and
11 respond to you, Mr. Aizenstat?

12 Gazebos -- and, again, I'm sorry to repeat
13 myself, but I was not here at the last
14 meeting -- but gazebos are to be in conjunction
15 with a pool. It's not to be moved to put in
16 the back so it meets the setbacks, because a
17 cabana or a gazebo, they are meant to be in
18 conjunction with a pool.

19 If you go to the pool, you don't want to
20 walk 20 feet to go to the gazebo. He has a
21 covered terrace, yes, but the main thing is
22 that, because of the confines of his irregular
23 lot, he has certain area that he can put a
24 gazebo, that can be used as a conjunction with
25 a pool.

1 I mean, I respect your -- what you're
2 suggesting, but if you want a gazebo, you want
3 it closer to your pool. You don't want to walk
4 like 20 feet just so you can meet the setback.
5 Hence, there is an issue with the Zoning Code
6 with that, because of the setbacks with
7 auxiliary structures --

8 CHAIRMAN OTERO: Okay. Before we continue,
9 we are not here to evaluate the Zoning Code.
10 It is what it is today.

11 What I would propose, since Mr. Alos has
12 requested time to rebutt, and you've come up,
13 and I hope there's not a third or fourth person
14 in there as Mr. Cornide's advocate, I would
15 like to stop this for a minute, give you time
16 to come back, and hear from Mr. Savage, who has
17 been patiently waiting for 70 minutes now, and
18 hear his client's objections, and I think that
19 would even benefit you, in terms of rebutting
20 any issues he brings up.

21 Thank you.

22 Mr. Savage, you're up.

23 MR. SAVAGE: Thank you, Mr. Chair.

24 I think I gave my name and address, et
25 cetera, earlier on the record. I won't repeat

1 that. I've identified my client, immediately
2 to the north.

3 I think that these applicants have been
4 afforded every accommodation that I can
5 imagine. They were continued before. They
6 have not brought to this Board a body of
7 substantial competent evidence that would in
8 any way counter what has been prepared and
9 evaluated by your professional Staff.

10 You have been provided with a negative
11 Staff recommendation, in detail, that went
12 through each and every one of the elements.
13 The law is undisturbed for many decades now,
14 that your Staff report, prepared by your
15 Professional Staff, constitutes substantial
16 competent evidence on this question.

17 My opponents would have to bring before you
18 a body of evidence that would counter that, and
19 I've heard nothing. I've heard some hearsay
20 about my clients. I've heard some very vague
21 references to other properties. The properties
22 that they did identify, your Staff, I don't
23 believe they needed to, but they've actually
24 identified those properties in their report,
25 and batted down each and every one of those

1 examples.

2 These other properties have not been
3 brought to you. Each and every one of those
4 other cases is going to be unique. There is
5 probably a two-inch file on each of those other
6 properties. Those files have not been put into
7 this record.

8 After the closure of their case in chief,
9 and you closed their presentations, and then
10 opened it up to the public, then they have
11 another advocate, a paid advocate, who came
12 during the public hearing part, and I think
13 that's improper, but I'm not too offended by
14 it, because, respectfully, there was nothing
15 added in the way of evidence. There was
16 nothing added in the way of evidence.

17 This body is limited in its jurisdiction
18 and in its charge to follow the Code. That is
19 what you have to do. You have to follow the
20 Code.

21 We went through, when you challenged the
22 applicant to go through each and every one of
23 the enumerated factors, which is what we're
24 supposed to do, he begged off and said that
25 I've generally addressed them.

1 When the new found expert appeared or
2 so-called expert appeared, we got to the one
3 about the irregular lot size.

4 Number One, just having an irregular shaped
5 lot does not constitute satisfying all of the
6 factors and may not even constitute satisfying
7 that factor. It has to be relevant to the
8 issue at hand.

9 "I have an irregular shaped lot, so I need
10 a bigger house. I have an irregular shaped
11 lot, so it causes me to be in this difficulty."
12 There's nothing like that here about a gazebo.

13 Number One, a gazebo is auxiliary. A
14 gazebo is like a sunroof on a car. You can
15 have a perfectly operating car, and go to work
16 and go through your life, without a sunroof.
17 You don't need to have a sunroof.

18 They don't need -- they're not in a
19 hardship to have a gazebo, and this gazebo is
20 going to be really an out -- if you see the
21 plans, you can see it's a wet bar, with bar
22 stools all around it. It's basically going to
23 be a bar near the water, which is why we have
24 the 35-foot setback.

25 It has to do with my client. We're

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1 substantially affected. We're immediately to
2 the north and we're very interested, but even
3 if we were full across town, we do not want
4 open water bars near the water, inside or
5 encroaching on the 35-foot setback.

6 CHAIRMAN OTERO: Mr. Savage, is that the
7 basis of your client's objection?

8 I mean, let me explain what we try to do
9 here, and then if you could put your response
10 in context.

11 We're familiar with the eight items. We're
12 familiar with the criteria. We're also trying
13 to be as tolerant and flexible with the
14 neighbors and keep some harmony in the
15 neighborhood.

16 I would like for you to tell the Board the
17 basis, the specific objections. You were kind
18 enough to come. You spent your time here.
19 What, specifically -- besides the law, what
20 specifically are your client's objections?

21 MR. SAVAGE: I went to my client's home. I
22 walked around the area. Our specific objection
23 is that the 35-foot setback is on the Coral
24 Gables waterway for a reason. We do not want
25 auxiliary structures near the waterway. We

1 don't have boat houses in this community right
2 on the water. We don't want those things on
3 the water.

4 We have a line of sight. We want to enjoy
5 our valuable backyard. We don't want to have
6 this in our face, if you will.

7 CHAIRMAN OTERO: It obstructs the view?

8 MR. SAVAGE: It obstructs the view. There
9 is a use there that is going to be, perhaps,
10 noisy and ruckus, et cetera, and the Code is
11 there for a reason.

12 And I appreciate you asking me for my
13 objections or for, you know, what is our
14 position on this, but I will also say,
15 respectfully, we don't bear the burden of proof
16 here. They bear all of the burdens. They're
17 the ones asking for a special exception, and
18 one of the highest standards in all of Florida
19 Law is a variance, and they're asking for one.
20 They're asking for a special permission to do
21 something that nobody else is allowed to do,
22 and I don't think they've borne that burden.

23 They have a heavy burden. I have no
24 burden. I have the burden to come down here
25 and ask my government to enforce the Code, as

1 has been published to the citizens. That's all
2 we're asking, enforce your Code. Enforce your
3 Code.

4 We relied on it. We relied on a 35-foot
5 setback and all of the other setbacks.

6 So they have a high burden and evidence in
7 law, and they failed miserably to meet it.

8 This Board previously did not grant this
9 variance. Your Professional Staff has written
10 twice that this should be denied.

11 Again, I don't see any evidence of
12 disparate treatment of these folks. They have
13 a large lot. They can bring it up close to the
14 house.

15 And the other thing is, I would agree with
16 you a little more if this was a situation where
17 it's 90 percent in compliance, and, you know,
18 we need a little bit of a non-compliance. We
19 need a fudge here, because, after all, it's the
20 real world and we need to accomodate people.

21 But this is the exact opposite. This is 90
22 percent in the prohibited setback, with a
23 little bit of compliance, with 80 -- you know,
24 80 percent of it is in the 35-foot. So they're
25 not asking for, "Oh, gee, you know, we did the

1 best we could, but we're just a few feet in."

2 No, it's the opposite.

3 CHAIRMAN OTERO: To be clear, if they meet
4 the setback requirement of the 35 feet, they
5 can still build it and have parties.

6 MR. SAVAGE: Absolutely.

7 CHAIRMAN OTERO: It comes down to the view
8 and your position that the law should be
9 upheld, correct?

10 MR. SAVAGE: It could be --

11 CHAIRMAN OTERO: The law as you see it, may
12 not be the law as they see it, and I don't know
13 how the heck we'll see it.

14 MR. SAVAGE: Right.

15 CHAIRMAN OTERO: I mean, that's just -- you
16 have eight very objective criteria, all of
17 which will be subjectively addressed. That's
18 why we have so much fun up here. If it was
19 that easy, we wouldn't be here.

20 So to summarize what you're saying, your
21 clients object to the view. That's a very
22 valid objection. And they also want the law
23 upheld, as you and your client see it, correct?

24 MR. SAVAGE: That's right. And I would
25 agree and make permanently clear, that, yes, if

1 they're outside of the setback, can they have a
2 party until whatever the Code allows, until
3 11:00?

4 Yes. There's nothing -- we never stated
5 otherwise, but they are -- you know, for this
6 auxiliary frosting on the cake type of
7 structure, they're moving it very close to our
8 property line, and in violation of the law, and
9 they're asking for a special permission to do
10 that, and I see nothing that meets the
11 standards.

12 MR. HIDALGO: I guess, to summarize, your
13 client's concern is basically a visual concern,
14 an obstruction of view concern, correct? Only
15 because the noise factor isn't going to be
16 relevant, because if Mr. Cornide said, "I'm
17 going to slide it down within the setback," the
18 party is going to exist next to your client's
19 house, regardless. So it's a visual
20 obstruction, is the concern of your client?

21 MR. SAVAGE: The visual obstruction goes to
22 my client. Other people, like Mr. Michael
23 Steffens, have appeared or written in, who
24 aren't necessarily where my client is and have
25 a sight line problem, but I -- and I can't

1 speak for them, but I will hypothesize that
2 they, like others -- and I'm a resident of
3 Coral Gables, and I don't have a waterfront
4 property, but I think that the waterway should
5 be free, and that's why we have a 35-foot
6 setback.

7 I've been to lakes in the south end of the
8 County and other waterfront properties and
9 ridden around in a boat, and people build
10 significant structures right on the water, and
11 I think it's a bad thing. It's a bad public
12 policy.

13 And so, please, keep your structures and
14 your gazebos and alike in the upland, where it
15 goes, by Code.

16 And by the way, there's room by the pool
17 here. He could have a beautiful gazebo
18 structure between the house and the pool. He's
19 got a large lot. It's a beautiful location.
20 There's ways to do this without violating the
21 Code, and I think someone asked him, "Well, is
22 there a reason why you didn't do this," and I
23 heard the word, aesthetics, and I heard other
24 words along those lines.

25 This entire issue is for a structure --

1 I've been able to live my entire life without a
2 gazebo, living in a property without a gazebo.
3 I've been just fine without it. It's not a
4 hardship not to have a gazebo or to move it
5 around a large lot that they have.

6 MR. AIZENSTAT: Through the Chair, if I
7 may.

8 CHAIRMAN OTERO: Yes.

9 MR. AIZENSTAT: Mr. Savage, I just want to
10 clarify. You said that the City of Coral
11 Gables, that there are no boathouse structures.
12 I think there are --

13 MR. SOTELO: In this portion of the
14 waterway he was mentioning.

15 MR. AIZENSTAT: Okay. I thought you said,
16 throughout the entire city. I apologize. I
17 think, the south of Alhambra Circle --

18 MR. SOTELO: Yes.

19 MR. GALVEZ: Excuse me, Mr. Savage, doesn't
20 your client have a gazebo structure in the
21 setback?

22 MR. SAVAGE: When I visited the property,
23 and I spent most of my time in this -- what I
24 would say the -- if you can, please,
25 Ms. Gonzalez, put one of the site plans, either

1 the initial one or the -- okay. If you could
2 just hold that up for a second.

3 My client would be to the left of that
4 drawing. My client's property would be there,
5 right. Now, that is where I walked around
6 mostly, and they do have one of those
7 historical limestone boat slips, that you would
8 never get approved now, but they have that. I
9 noticed that they have a nice, beautiful large
10 home and a pool. I did not see a gazebo
11 structure, although I'm not prepared to
12 testify -- I just don't know. To answer your
13 question, I just don't know.

14 THE SECRETARY: For the record, that has
15 not been established, that there is a gazebo or
16 that it is in the setback.

17 MR. GALVEZ: I'm sorry. It's just that the
18 applicant had mentioned it.

19 MR. SALVAGE: Right. I did not see a gazebo
20 there, although I don't want to be in trouble
21 if they have some kind of a thing like that,
22 but I would say that that's not been formally
23 presented at all.

24 I would like to look at the plans one more
25 time. If you look at the -- you know, this

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1 whole discussion, by the way, is about this
2 35-foot setback, right. So that's going to be
3 a very important critical term and fact, and if
4 you look at the original plan, my client's
5 property line tracks -- that's one of those
6 historical fences that you see in the Gables,
7 where the coral rock actually make up the
8 posts, and then there's like a metal pole in
9 between. That's what we divides the property
10 line here, and that is what believe is the
11 actual property line, by the way.

12 THE SECRETARY: You're referring to the
13 survey?

14 MR. SAVAGE: Yes. If you can go back to
15 their first submission. Yeah, there.

16 THE SECRETARY: This fence here?

17 MR. SAVAGE: Yes, ma'am.

18 If you count those -- if you count those
19 posts, and those have been there, I would
20 suggest, since the '40s, probably, those posts
21 are there. There is one, two, three, and about
22 80 percent to the -- one, two, three, and about
23 80 percent to the fourth post, is what they
24 show is the 35-foot setback.

25 If you could please go to their subsequent

1 submission, their other site plan. If you look
2 at their most recent site plan, look along
3 those left posts, I count one, two, three and
4 only about a few inches past that other post.

5 Now, that post has been there since the
6 '40s, and that 35-foot setback are points on
7 the earth that do not move. We can move around
8 this gazebo that we're planning, but I'm very
9 dubious of the presentations that they're
10 making and the plans that they're giving. I
11 don't know where that setback is exactly, and I
12 would suggest that you follow the competent and
13 substantial evidence that your Professional
14 Staff has prepared and not the evidence that
15 the applicant has given you.

16 By the way, on the side setback, we don't
17 agree that they're totally inside the side
18 setback, either. They are showing what the
19 older surveyors would call a gore, G-O-R-E, OR
20 what I call a long pizza slice. They're
21 showing a gore along that fence.

22 We disagree. Our property line tracks the
23 outside of those existing coral rock pillars --
24 or fence posts, rather.

25 So I don't know what their moving around.

1 I don't trust their papers at this point. I
2 don't trust the drawing at this point. That
3 coral rock wall doesn't move. Those posts
4 don't move. How those move between one
5 application set of drawings and another one, I
6 don't know.

7 CHAIRMAN OTERO: Okay. Okay. Mr. Savage,
8 we'll rely on the work of the professionals.
9 We'll rely on the work of the surveyors, and
10 we're not going to question the side setback.
11 That's not before us today.

12 Is there anything else you'd like to add?

13 MR. SAVAGE: Sure. In conclusion, I would
14 just say that those points probably don't have
15 a lot of relevance to our discussion, because,
16 as I said earlier, wherever you put the two
17 feet, here or there, this thing is 80 percent
18 in the prohibited area and not the other way
19 around.

20 I would just like to emphasize that.

21 CHAIRMAN OTERO: Okay. Thank you.

22 MR. SAVAGE: And, also, I will remain, if
23 the Board has any further questions about me
24 and my client, and I would like to reserve
25 maybe a few minutes --

1 CHAIRMAN OTERO: Please do. This has to be
2 a record, and we're not into breaking records.

3 MS. FIGUEROA: I just want to say one
4 thing, for the record, to the Board, because
5 there was a lot of mention here about similar
6 properties and other properties and variances.
7 You all can, of course, take that into account,
8 but you have to abide by the eight points.

9 CHAIRMAN OTERO: I understand that. Thank
10 you. We do try to stick by the eight, and we
11 do try to be somewhat flexible, not to start or
12 re-write history.

13 MR. GALVEZ: Can we discuss as a Board the
14 eight points, because I think that's where we
15 have to make this decision?

16 CHAIRMAN OTERO: Okay. Before we do, I'll
17 give you 30 seconds. Please do not exceed the
18 30 seconds.

19 We've heard what Mr. Savage said. We've
20 heard what you have said. We've heard what Ms.
21 Blanco-Salazar (sic) said. We've heard what
22 Mr. Cornide has said.

23 Without restating -- if you restate, I'm
24 shutting off your mike -- without restating,
25 would you please summarize it?

1 And then what the Board will do, without
2 your input at this point, is go through the
3 eight points.

4 Okay. Go ahead.

5 MR. ALOS: Okay. Then I'm going to address
6 something that wasn't addressed before.

7 When Mr. Cornide said that the plan was
8 done in accordance with aesthetics, that's not
9 correct. He's a lay person. Honestly, he
10 didn't know what he was talking about.

11 Not to rehash an issue that I know you
12 didn't like, and, frankly, out of respect to
13 you, I didn't bring it up today, at all times
14 materials we were under the belief and
15 understanding, and we still are here today,
16 that the waterline should be taken from the
17 middle of the canal.

18 What I am is a real estate attorney, not a
19 variance attorney, and I had brought the entire
20 chain of title, from the day the plat was done,
21 where it says, I have legal descriptions on the
22 subject home, and other homes, that allows us
23 to get to the middle.

24 I just wanted to clear that up. He
25 misspoke. So he misspoke. I just wanted to

1 say that.

2 CHAIRMAN OTERO: Okay.

3 MR. ALOS: And that's the only thing I
4 would add.

5 CHAIRMAN OTERO: Okay. Thank you.

6 MR. SOTELO: Can counsel come and speak --

7 CHAIRMAN OTERO: By the way, as far as the
8 mid point of the canal --

9 MR. ALOS: I'm sorry?

10 CHAIRMAN OTERO: As far as your mention,
11 from the mid point of the canal, as I recall, I
12 asked you, what happens if it's a 100-foot
13 canal, can you build 65 feet into the water?

14 MR. ALOS: I cannot answer that.

15 CHAIRMAN OTERO: So the statement that you
16 measure for a variance from the mid point of
17 the canal, I don't think is -- but besides
18 that, we are here. We have no dispute as to
19 measurements. We have no dispute, because you
20 have moved the gazebo back a few feet. We have
21 no dispute that it's encroaching within the 35
22 feet or we would not be here.

23 Is there anything else of substance?

24 MR. ALOS: No.

25 CHAIRMAN OTERO: Ms. Blanco-Salazar, trust

1 me, we have heard A through Z, twice, from the
2 applicant, and from Mr. Savage, well stated,
3 very articulate from both of you -- is there
4 anything else for us to consider before we
5 discuss the 8?

6 MS. SALAZAR-BLANCO: Well, I would like to
7 add something about what Mr. Savage said, as
8 far as the adjacent neighbor, and where it was.
9 I do have pictures that you can take a look at,
10 you can see their property, the adjacent
11 neighbor, and the owner's address here, so you
12 can take a look at it, but since he said,
13 "Well, you know, it's too close. You know,
14 maybe the noise or whatever," you know what,
15 there's a boat slip right next to it.

16 MR. CORNIDE: If I can address -- I have
17 two issues of substance, I think.

18 First, I would like to address the fact
19 that she was unable to testify before the
20 Committee, not because we sprung her on you
21 today, but because she had a conflict.

22 MR. SALAZAR-BLANCO: I had a two-year
23 restriction before I could lobby before any
24 Board or the Commission.

25 MR. CORNIDE: And the second thing --

1 CHAIRMAN OTERO: Did you make it?

2 MR. CORNIDE: And the second thing that I
3 think is of substance is, I can confirm to you
4 that on the other end of the property, there's
5 not a gazebo, a monster structure. It's not a
6 gazebo, because it does have a room on top, on
7 the property north to us, and the person that
8 recommended for approval is sitting before you
9 here today.

10 CHAIRMAN OTERO: Thank you.

11 For the time being, we're going to close
12 the public hearing. We could reopen it, but
13 for now we're going to close the public
14 hearing, and let the Board decide whatever
15 pleases the Board, whatever procedure you want
16 to follow. It's been suggested that we go
17 through the eight criteria. Let's do it.

18 Everybody have their packages opened up to
19 the eight?

20 The first one is, do special conditions and
21 circumstances exist, which are peculiar to the
22 land, structure or the building involved, which
23 are not applicable to the other lands,
24 structures or buildings in the same Zoning
25 District?

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1 The City's position is, it does not meet
2 the standard required.

3 Discussion? We've heard evidence for an
4 hour and a half today, and maybe an hour a few
5 months ago.

6 MR. GALVEZ: I think we've seen several
7 irregular lots in front of us before, and the
8 one point that does stick out to me is how
9 narrow the back of the property gets. That's
10 where I'm sort of focusing my attention when
11 looking at this, is that the irregularity comes
12 at the focal point, which is this 35-foot
13 setback, which creates a very small area for
14 the owner.

15 That's my only -- I disagree with the
16 Zoning Board's decision that because the lot is
17 large, that there is no irregularity. That's
18 my personal opinion.

19 CHAIRMAN OTERO: Any other comments of the
20 Board Members?

21 MR. HIDALGO: I guess irregularity is, to
22 me, in my mind, would be anything that's got
23 more than four sides. Then it automatically
24 becomes irregular.

25 MR. GALVEZ: No, it's definitely irregular.

1 There's no question that the lot is irregular,
2 but, again, if it was irregular where it didn't
3 go to this narrow point in the back, then we
4 wouldn't be discussing this so much further.

5 It's tough when everything was denied, and
6 this is a subjective item --

7 CHAIRMAN OTERO: Which actually ties into
8 the second item.

9 MR. GALVEZ: I would disagree with Number
10 One, personally. That's my first statement. I
11 think all of us here disagree with Number One.

12 CHAIRMAN OTERO: But that ties into the
13 second one, that the special conditions and
14 circumstances, perhaps created by the irregular
15 lot, did not result in the actions of the
16 applicant, which I think is part of the
17 questions by Mr. Aizenstat.

18 Would he have done things differently,
19 given the size of the lot, could the gazebo
20 have been put in separately, without requesting
21 a variance?

22 MR. HIDALGO: That's my biggest concern and
23 problem with this case, is that it seems to be
24 more of a design issue from day one, and if the
25 homeowner decided, "Well, I want to move into

1 my house; therefore, I want to build the pool,
2 and then I can deal with the pool pavers
3 later," it becomes an issue now, because it
4 should all be handled as one master plan from
5 the beginning, so it all complies with the
6 Code.

7 At the point you say, "I'm going to just
8 put the pool where I want it and the spa, and
9 then I'm going to tackle the issue of the
10 variance, where I want it," I think it becomes
11 an uphill battle, because right now there's
12 very little land to place the pavilion on.

13 If it would have been handled as to maybe
14 re-designing the pool and the spa, and possibly
15 putting the pavilion either on the other side
16 of the property or shifting it somehow so it
17 all complies, it would have been a lot more of
18 a smoother plan, as opposed to trying to do it
19 now by forcing the pavilion onto the property,
20 and now it's prompting all of these eight
21 concerns that have been generated off of the
22 placement of the pavilion, as opposed to trying
23 to deal with the whole back of the house as one
24 master plan.

25 CHAIRMAN OTERO: The operative terms in the

1 second one is, related to actions of the
2 Applicant, is what we're saying.

3 MR. HIDALGO: Yes.

4 CHAIRMAN OTERO: Number 3, whether the
5 variance requested will confer on the Applicant
6 any special privilege denied to others.

7 I haven't heard of any other special
8 privileges denied to others.

9 MR. GALVEZ: It would depend on whether you
10 think there's unusual or exceptional
11 circumstances, and then you have to go back to
12 Number 1 and Number 2 again. I mean, they all
13 sort of tie into each other.

14 We have to keep in mind the spirit of --

15 CHAIRMAN OTERO: We understand. That's why
16 we're doing this.

17 MR. GALVEZ: We do grant variances. This
18 is what we do here.

19 CHAIRMAN OTERO: We did one on the first
20 case today.

21 MR. GALVEZ: Right. I mean, this is odd,
22 to me, in that, a variance -- as a rule, we are
23 granting a special privilege, but I don't
24 think --

25 MR. THOMPSON: On Number 3, can we talk

1 about it?

2 CHAIRMAN OTERO: We are in Number 3, Mr.
3 Thompson. Yes.

4 MR. THOMPSON: But it is an unusual lot.
5 It's an irregular lot, and it's a small
6 frontage that we're dealing with. There are
7 several things that do affect it, in all of
8 these questions, that would make this into a
9 hardship.

10 So that in Number 3, for instance, granting
11 the variance requested to allow auxiliary
12 structures within the required setback area,
13 without having any unusual or exceptional
14 circumstances which would confer a special
15 privilege, but there are exceptional and
16 unusual circumstances, you know.

17 My problem with it so far is, there's been
18 no discussion of a further setback from the
19 property line and from the water line that
20 could easily be done, and that's a problem.

21 The second observation, I haven't asked
22 Mr. Savage, but he's walked the property, and I
23 noticed that his client's pool is on the
24 opposite end, further north as you can go from
25 our property.

1 So I don't know what his line of vision is
2 from this gazebo that's going to offend him,
3 and I haven't heard a thing about that.

4 CHAIRMAN OTERO: We'll give you a chance.

5 Okay. Number 4 relates to depriving the
6 Applicant of rights commonly enjoyed by other
7 properties in the same Zoning District.

8 We've heard testimony that variances have
9 been granted in similar situations. That has
10 been negated by the City in its report. So
11 without knowing more specifics as to whether
12 the gazebo, is a gazebo, is a gazebo, versus a
13 trellis or something else, let's put that on
14 hold.

15 Number 5, the variance granted is the
16 minimum variance that will make possible a
17 reasonable use of the land, building or
18 structure.

19 You can certainly build a house.

20 MR. SOTELO: This, to me, is one of the
21 concerns I have. I have not seen anything
22 brought up by the counsel representing the
23 property, but this was something that was
24 brought up, and it's a significant issue.
25 It's, a big percentage of the variance is not

1 being put into what's allowed. It's not almost
2 10 percent in, and 90 percent is within. It's
3 actually the reverse.

4 CHAIRMAN OTERO: It is the reverse. That
5 35-foot variance, and they complied with 23 or
6 24 feet of this, but it's short by 12 feet, is
7 that correct?

8 THE SECRETARY: They're at 20 feet four
9 inches, and need to be at 35 feet. So they're
10 encroaching 14 feet and change.

11 MR. THOMPSON: So if they move it back to
12 30 feet, then there would be a significant
13 attempt to comply with -- it's our thoughts, to
14 have it substantially within the 35 feet, would
15 be a problem.

16 CHAIRMAN OTERO: Yes, but as I see it, it
17 is one-third into it, not two-thirds. In other
18 words, instead of 35 feet -- if this was a 20
19 or 23-foot setback, it would be okay.

20 MR. THOMPSON: That's what I'm saying.
21 He's two-thirds out and in the 35 feet.

22 CHAIRMAN OTERO: No, one-third.

23 MR. THOMPSON: My eyesight is bad. I mean,
24 I'm looking at 35 feet, and it looks like he's
25 two-thirds into --

1 CHAIRMAN OTERO: He's complying with, in
2 theory, it would be a 20-foot-eight-inch
3 setback, I believe, correct?

4 MR. HIDALGO: Yes.

5 MR. GALVEZ: You're talking about the
6 structure. We're talking about the actual
7 setback being encroached.

8 You're talking about the actual setback.
9 Michael was talking about the structure, the
10 majority of the structure being inside of the
11 setback. It's two different issues.

12 MR. THOMPSON: Right.

13 MR. GALVEZ: At the end of the day --

14 CHAIRMAN OTERO: I see. Got you.

15 MR. GALVEZ: -- you're talking about two
16 different things.

17 CHAIRMAN OTERO: Got you.

18 Number 6, granting a variance will not
19 change the use to one that is not permitted. I
20 don't --

21 MR. HIDALGO: No, that's not an issue.

22 CHAIRMAN OTERO: That's not an issue.

23 Number 7, we get into the harmony.

24 And Number 8 has to do with historic
25 landmark.

1 We are down, I think, to the issue, and
2 correct me Board Members if I'm wrong, we're
3 down to issue as to whether this was a
4 hardship -- and I put that in quotes -- created
5 by the Applicant in its of design of the home
6 and the auxiliary structure. That's the issue
7 today.

8 Any opinions, comments?

9 MR. GALVEZ: I think there's two things. I
10 think that the lot is highly irregular, and
11 then what you're saying, could they have
12 designed it differently.

13 MR. SOTELO: They jumped into it. Now
14 there's no room for making changes anymore.

15 MR. GALVEZ: Well, this is an existing
16 house, I believe.

17 MR. HIDALGO: Right, but my comments were
18 geared to the decision by the homeowner to say,
19 "Let's proceed and build the pool and spa now,
20 and we'll handle the gazebo issue later," as
21 opposed to, if the issue becomes the pool being
22 stopped by the Board of Architects, at that
23 point, "Well, let's re-consider what we're
24 going to do with the pool and spa."

25 MR. SOTELO: They would have more wiggle

1 room.

2 MR. GALVEZ: I think that's another reason
3 to talk about, the Board of Architects approved
4 it. It does create some issues for homeowners.

5 MR. HIDALGO: I have a question for the
6 City. I'm sorry, Alex.

7 It got approved by the Board of Architects
8 to locate the gazebo where it is or they
9 approved it with a condition that the gazebo be
10 within the setback?

11 THE SECRETARY: No, they did receive
12 approval from the Board of Architects, in the
13 first design and a second design, and at second
14 design it was approved preliminarily on July
15 the 9th. The Board of Architects, they take
16 into to consideration setbacks, but, at that
17 moment, they're not viewing that aspect.

18 MR. AIZENSTAT: If I may, I think the Board
19 of Architects looks at design.

20 THE SECRETARY: Aesthetics and design.

21 MR. AIZENSTAT: Aesthetics and design, and
22 then it's up to the City Officials to look at
23 within the setbacks and the Code.

24 MR. GALVEZ: That's going back to
25 Mr. Hidalgo's point of the design. The design

1 got approved, and that's where we have a
2 problem.

3 MR. HIDALGO: Well, I guess the Board of
4 Architects approved the design, but when you
5 get to the technicalities of the Zoning
6 requirements, that happens at the permitting
7 stage.

8 So, at that point, if you get denied at the
9 permitting stage, what is your next move? You
10 say, "Let's proceed with the pool and spa" or
11 at this point, do you say, "Let's wait, because
12 the pool and spa" --

13 MR. GALVEZ: Like we've seen before, the
14 plans get approved, and then the inspector
15 comes out and disapproves something.

16 MR. HIDALGO: -- or do you proceed with the
17 approval of the pool and spa, and present a
18 revision, but not proceed with the project and
19 start breaking ground on a pool and a spa,
20 knowing that --

21 MR. GALVEZ: Has that happened, I'm sorry,
22 that the pool and the spa have been built?

23 MR. CORNIDE: Yes.

24 CHAIRMAN OTERO: Any other discussion? I
25 think we'll keep the public meeting closed,

1 unless Mr. Cornide wants to say something.

2 MR. CORNIDE: I apologize. We proceeded,
3 because the permit was about to expire, because
4 we had gotten a permit.

5 MR. HIDALGO: In the future, you could ask
6 for an extension, also.

7 CHAIRMAN OTERO: One question. Last
8 meeting, did we have a letter in favor of or
9 no?

10 THE SECRETARY: You had a letter of
11 objection, which was by Mr. and
12 Mrs. Galvarrete, but you also had a supporter,
13 who was here present.

14 CHAIRMAN OTERO: Who lived across the
15 canal, right, on Jeronimo?

16 MR. CORNIDE: Mr. Skinner was in favor.
17 Mr. Skinner appeared in favor, on my behalf,
18 and I also had numerous letters from my
19 neighbors across the canal and a couple of
20 other neighbors, as well, that I submitted last
21 time I was there.

22 CHAIRMAN OTERO: Okay. Thanks.

23 I just wanted to clarify that.

24 THE SECRETARY: For the record, I did not
25 receive those letters in support that he is

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1 stating.

2 MR. GALVEZ: I remember letters of support.

3 THE SECRETARY: No.

4 CHAIRMAN OTERO: We have Mr. Skinner's
5 personal testimony. We have Mr. Savage's, on
6 behalf of his clients, testimony. We have a
7 letter in opposition, also.

8 THE SECRETARY: We have another opposition
9 today, which is new, by Mr. Michael Steffens.

10 MR. AIZENSTAT: If I recall, Michael
11 Steffens was on this Board.

12 THE SECRETARY: I don't recall that Michael
13 Steffens was on the Board of Adjustments.

14 MR. AIZENSTAT: When I was on here,
15 Martha, Michael Steffens was on this Board back
16 then, if I'm not mistaken. So he's familiar, I
17 would assume, with variances on so forth. I've
18 been on this Board before, many years ago. And
19 if I'm not mistaken, Michael Steffens was on
20 the Board back then.

21 CHAIRMAN OTERO: We've had testimony from a
22 lot of people, objectors, people in favor.

23 Discussion from the Board? We have one
24 item before us.

25 We've closed the public hearing.

1 May we have a motion, following the
2 language provided in the packet?

3 MR. GALVEZ: I move that the Board of
4 Adjustment grant Application BA-14-12-3657, a
5 request by Andres Alos, on behalf of Leonardo
6 and Lizette Cornide, for a variance for the
7 residence at 4635 Granada Boulevard, to allow
8 the proposed gazebo to maintain 23 feet eight
9 inches rear waterway setback. The motion is
10 based upon the testimony presented, along with
11 the application submitted, and Staff Report,
12 which constitute competent and substantial
13 evidence.

14 The Board hereby made findings of fact that
15 each of the standards in Section 3-806 of the
16 Zoning Code has been met.

17 CHAIRMAN OTERO: Is there a second to the
18 motion?

19 Counsel, what is the -- the motion dies
20 without a second, correct?

21 MS. FIGUEROA: Correct. If there's no
22 second, the motion ends.

23 CHAIRMAN OTERO: Do I have another motion?

24 MR. HIDALGO: I move that the Board of
25 Adjustment deny Application BA-14-12-3657, a

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1 request by Andres Alos, on behalf of Leonardo
2 L. and Lizette V. Cornide, for a variance for
3 the residence at 4635 Granada Boulevard, to
4 allow the proposed gazebo to maintain 23 feet
5 and eight inches rear waterway setback.

6 The motion is based upon the testimony
7 presented, along with the application
8 submitted, and Staff Report, which constitute
9 competent and substantial evidence.

10 The Board hereby makes findings of fact
11 that each of the standards in Section 3-806 of
12 the Zoning Code has not been met.

13 CHAIRMAN OTERO: Is there a second to that
14 motion?

15 MR. AIZENSTAT: I would make a second to
16 that motion, with a comment. I think that the
17 design is very nice, and it looks good, but I
18 do not feel that the hardship and the
19 conditions have been met, as required by our
20 Code, and that is why I will second that
21 motion.

22 CHAIRMAN OTERO: We have a motion and a
23 second.

24 Any discussion?

25 Liz.

1 THE SECRETARY: Mr. Sotelo?
2 MR. SOTELO: Yes.
3 THE SECRETARY: Mr. Hidalgo?
4 MR. HIDALGO: Yes.
5 THE SECRETARY: Mr. Galvez?
6 MR. GALVEZ: No.
7 THE SECRETARY: Mr. Aizenstat?
8 MR. AIZENSTAT: Yes.
9 THE SECRETARY: Mr. Thompson?
10 MR. THOMPSON: Yes.
11 THE SECRETARY: Mr. Otero?
12 CHAIRMAN OTERO: Yes.
13 MR. AIZENSTAT: I'd just like to say, also,
14 welcome back, Martha.
15 CHAIRMAN OTERO: Board Members, if you stay
16 for a minute after this.
17 Liz, as far as -- do we adjourn this or do
18 we -- we have housekeeping matters.
19 THE SECRETARY: We need to approve the
20 minutes.
21 CHAIRMAN OTERO: Housekeeping matters.
22 Move to approve the minutes.
23 MR. GALVEZ: Second.
24 CHAIRMAN OTERO: Anybody opposed?
25 No.

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1 THE SECRETARY: Motion to excuse
2 Mr. Greenberg's absence.

3 CHAIRMAN OTERO: Motion to excuse Mr.
4 Greenberg's absence.

5 MR. GALVEZ: Second.

6 MR. AIZENSTAT: I have a question. My
7 question is, if you have a motion to approve
8 the minutes and then you have a second, do you
9 have to call roll?

10 THE SECRETARY: They do it by voice roll
11 call.

12 MR. AIZENSTAT: I will abstain. I was not
13 here at that time. That's why I was asking.

14 CHAIRMAN OTERO: Okay. Mr. Greenberg, his
15 absence is excused. I move it be excused.

16 MR. HIDALGO: Second.

17 THE SECRETARY: I'm sorry, who second?

18 MR. HIDALGO: Hidalgo.

19 CHAIRMAN OTERO: Anybody opposed?

20 No.

21 THE SECRETARY: We need to appoint a member
22 to the Board of Adjustment by the members as a
23 whole.

24 CHAIRMAN OTERO: The Board has a duty to
25 appoint a member, and I move to appoint

1 Mr. Oscar Hidalgo for his 20th consecutive
2 term. No.

3 MR. GALVEZ: I second.

4 CHAIRMAN OTERO: All those in favor?

5 MR. AIZENSTAT: Aye.

6 MR. GALVEZ: Aye.

7 MR. THOMPSON: Aye.

8 MR. SOTELO: Ayes.

9 THE SECRETARY: I'd like to take a roll
10 call on that.

11 Mr. Aizenstat?

12 MR. AIZENSTAT: Yes.

13 THE SECRETARY: Mr. Galvez?

14 MR. GALVEZ: Yes.

15 THE SECRETARY: Mr. Sotelo?

16 MR. SOTELO: Yes.

17 THE SECRETARY: Mr. Thompson?

18 MR. THOMPSON: Yes.

19 THE SECRETARY: Mr. Hidalgo?

20 MR. HIDALGO: Yes.

21 THE SECRETARY: Mr. Otero?

22 CHAIRMAN OTERO: Yes.

23 You have in your packet the 2016 schedule.
24 If you can look at it, and if any date seems to
25 be objectionable --

1 THE SECRETARY: Mr. Greenberg has notified
2 me that the October date, he will not make that
3 date. However, we still have six members and
4 we can proceed. If there's an objection to
5 that date, I can try to --

6 CHAIRMAN OTERO: We're talking about
7 October 2016.

8 THE SECRETARY: Yes, sir.

9 MR. AIZENSTAT: Is it a holiday, again?
10 It's probably a Jewish holiday. I'm thinking
11 maybe that's why --

12 THE SECRETARY: At this point, I don't
13 know. As I said, if I have six members, I can
14 still work with that.

15 And, also, our next scheduled meeting was
16 for October the 5th, but at this moment, I'm
17 not sure that we will have one, but most
18 definitely we'll have one in November.

19 CHAIRMAN OTERO: I would like for the
20 November 2nd to be pushed to November 9th, if
21 possible.

22 THE SECRETARY: I can look into that.

23 CHAIRMAN OTERO: Let people know by e-mail.

24 THE SECRETARY: I will work on it today.
25 Can everybody be here November the 9th?

1 MR. AIZENSTAT: I think so.

2 CHAIRMAN OTERO: Thank you all very much.

3 THE SECRETARY: Wait. Were there any other
4 comments about next year's dates?

5 MR. GALVEZ: Only, you know, if we can just
6 go ahead and accommodate Mr. Greenberg.

7 THE SECRETARY: Right. We can still have
8 it with six members.

9 MR. AIZENSTAT: I think what he's asking
10 is, maybe we can find a different date.

11 MR. SOTELO: I will most likely not be able
12 to attend November 9th. I'll be in a
13 conference on Miami Beach on November 9th.
14 I'll make a valiant effort to.

15 THE SECRETARY: I think Mr. Greenberg can
16 be here on the 9th, so that will leave us with
17 six members. I will try to accomodate November
18 the 9th if the Commission Chambers is
19 available.

20 And then the next year, I will try to
21 reschedule the October meeting.

22 CHAIRMAN OTERO: Is there anything you need
23 for us to do with the --

24 THE SECRETARY: No. You can leave
25 everything there, if you'd like.

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CHAIRMAN OTERO: Meeting adjourned.

(Thereupon, the meeting was adjourned at 9:55
a.m.)

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C E R T I F I C A T E

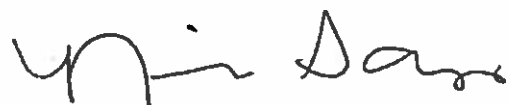
STATE OF FLORIDA:

SS.

COUNTY OF MIAMI-DADE:

I, NIEVES SANCHEZ, Court Reporter, and a Notary Public for the State of Florida at Large, do hereby certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and complete record of my stenographic notes.

DATED this 23rd day of September, 2015.



NIEVES SANCHEZ

