

1 CITY OF CORAL GABLES  
 2 BOARD OF ADJUSTMENTS  
 3 VERBATIM TRANSCRIPT  
 4 CORAL GABLES CITY HALL  
 5 405 BILTMORE WAY, COMMISSION CHAMBERS  
 6 CORAL GABLES, FLORIDA  
 7 MONDAY, SEPTEMBER 14, 2015, COMMENCING AT 8:01 A.M.

8 EXCERPT

9 Board Members Present:

10 Jorge Otero, Chairman  
 11 Oscar Hidalgo, Vice-Chairman  
 12 Eibe Aizenstat  
 13 Alex Galvez  
 14 Oscar Hidalgo  
 15 Mario Sotelo  
 16 Jack Thompson

17 City Staff and Consultants:

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

21 Also Participating:

22 Javier Astrada  
 23 Andres Alos  
 24 Leonardo Cornide  
 25 Martha Salazar-Blanco  
 Paul Savage, Esq.

2015 SEP 25 PM 3:01  
 CITY OF CORAL GABLES  
 RECEIVED BY THE  
 OFFICE OF THE CITY CLERK

1 Case No. BA-15-07-5759

2 -----  
3 1131-1133 COTORRO AVENUE  
4 THE VILLAS AT COTORRO AVENUE UNIT A AND UNIT B  
5 UNDIV 50% INT IN COMMON  
6 ELEMENTS OFF REC 288-1373  
7 Luis Fernando Abello and Maria Micaela Gomez (Unit A)  
8 Brenda M. Urdaneta (Unit B) - Owners  
9 Luis Fernando Abella, Maria Micaela Gomez - Applicants  
10 Emiliano Orozco - Engineer

11 Case No. BA-14-12-3657

12 -----  
13 4635 GRANADA BOULEVARD  
14 CORAL GABLES COUNTY CLUB SEC. 5, PB/PG: 23/55  
15 LOTS 4 & 5 AND PT OF UNDUG WW, BLK: 1  
16 Leonardo L. Cornide - Applicant  
17 Leonardo L. Cornide and Lizette V. Cornide - Owners  
18 Manuel V. Pose, Arlotta, Bazo & Associates - Architect  
19  
20  
21  
22  
23  
24  
25

**Bailey & Sanchez Court Reporting, Inc.**

28 W. Flagler Street, Suite 555, Miami, Florida 33130

(305) 358-2829

1 THEREUPON:

2 (The following proceedings were held.)

3 \* \* \* \* \*

4 CHAIRMAN OTERO: Thank you very much.

5 Now we're going to go back to the first  
6 item on the agenda, the property at 4635  
7 Granada Avenue.

8 Liz.

9 THE SECRETARY: This property is located at  
10 4635 Granada Boulevard. This request was  
11 previously heard on Monday, May 4th, 2015.

12 The request was originally for a gazebo and  
13 paver deck to encroach into the required clear  
14 waterway setback.

15 A variance was granted for the paver deck;  
16 however, the gazebo structure request was  
17 deferred.

18 The Board suggested an alternative design  
19 specific, that the item meet the requirements  
20 of the Zoning Code or a design which would  
21 result in a minimal encroachment into the  
22 setback area.

23 You have received the plans, and I believe  
24 you have the plans from the last time this was  
25 presented. The gazebo was originally proposed

1 at twenty feet four inches rear setback from  
2 the water line.

3 The revised design illustrates the gazebo  
4 located at twenty-three feet eight inches rear  
5 setback from the waterway.

6 In addition, the gazebo has been shifted  
7 closer to the north side property line.

8 The Board also requested that the Applicant  
9 submit examples, which have been included in  
10 your packets, with Staff's observations.

11 The Zoning Code has specific regulations in  
12 maintaining setback requirements. After review  
13 of the site and the revised design, Staff did  
14 not find any extraordinary circumstances or  
15 unique features to allow the encroachment.

16 Staff recommends denial of the Applicant's  
17 proposal.

18 In addition, after your Staff report,  
19 included in your packet, is a letter of  
20 objection from another neighbor, and I'd like  
21 to read that into the record.

22 Mr. Michael Steffens, at 822 Jeronimo  
23 Drive. "Sirs, I do not believe that any  
24 variances should be are granted. I do not  
25 understand what hardships could possibly exist

1 to allow a variance. The lot size is greater  
2 than half an acre and should be more than able  
3 to accomodate the developer's floor plan. This  
4 would establish a dangerous precedent."

5 This is now officially part of the record.

6 CHAIRMAN OTERO: Thank you, Liz.

7 Okay.

8 MR. ALOS: Good morning, again.

9 CHAIRMAN OTERO: Good morning once again,  
10 Mr. Alos.

11 MR. ALOS: As you recall, the last time, as  
12 we stated earlier, I came on as almost as a  
13 relief pitcher, but he didn't have the benefit  
14 of the final voting from the Board, so if you  
15 guys don't mind, because I had the benefit of  
16 that, I will be addressing the Board, and he  
17 will chime in, as I've made him aware of what  
18 happened towards the end, as he left for his  
19 trip.

20 As you all recall from the last Board  
21 hearing, there were two main issues that were  
22 brought up. One was, Mr. Alos, can Mr. Cornide  
23 change the plans a little bit to perhaps kind  
24 of give it a better site of vision for the  
25 neighbor for which the counsel is present here

1 today, that filed an objection? That was  
2 Number One.

3 Number Two, the Board was very adamant,  
4 Mr. Alos -- the second big issue that it was  
5 having was, Mr. Alos, do you have any examples,  
6 because I came here with printouts, with copy  
7 sheets of different properties that were not  
8 observing the setback, and, specifically,  
9 Mr. Otero asked me several times, "Mr. Alos, do  
10 any of those properties have variances? Mr.  
11 Alos, do any of those properties have  
12 variances?"

13 My response was very simple, "I don't  
14 know." If they don't have a variance, then,  
15 obviously, there are residents along the  
16 waterway that are not adhering to the setback,  
17 and if there are variances, then that sets a  
18 precedent for the case involved, that they are  
19 receiving variances for structures that are not  
20 observing the 35 feet.

21 So having said that, I'm going to backtrack  
22 a little bit, in lieu of meeting the seven, of  
23 which, I think, eight of the elements -- the  
24 eighth element doesn't apply, because it talks  
25 about historical preservation, which is not the

1 case at hand.

2 I will, in toto, address all of the  
3 elements. The first thing is the irregularity  
4 of the lot. I couldn't help but notice, the  
5 gentleman who she just read his objections into  
6 the record, said that this lot was not  
7 irregular. As I stated the first time  
8 around -- this is like Vanna White. She puts  
9 up letters for me.

10 MR. CORNIDE: Yeah, although I'm not Vanna  
11 White.

12 MR. ALOS: Far from it -- the lot in  
13 question, as we discussed last time, I don't  
14 know what it is. I don't know if it's a  
15 hexagon, an octagon, a stop sign, and,  
16 surely -- I feel strongly that this Board will  
17 correct me if this statement is wrong -- having  
18 voted on two issues last time, one was the  
19 pavers, one was the gazebo, the voting started,  
20 if you all recall, where they were both being  
21 voted on together, and, frankly, the vote was  
22 going positively, until at one point in time,  
23 one gentleman on the Board said, "Let's  
24 bifurcate these two issues."

25 But I would respectfully submit to this

1 Board that -- and, again, I'm not putting words  
2 in the Board's mouth. I'm sure you're capable  
3 of correcting me -- is that we had all  
4 established, it is an irregular lot, hence when  
5 the two issues were bifurcated, one was  
6 approved.

7 So I would submit to the Board, unless the  
8 Board wants to discuss or address this issue  
9 further, that we already went to the  
10 machinations of the irregularity of the subject  
11 lot, in lieu of the fact that, as I stated  
12 earlier, I don't know what this lot is. I  
13 don't know if there is a name, a scientific  
14 name, for what shape it is, and I would  
15 respectfully submit, it meets all of the  
16 elements of being irregular.

17 The second issue I want to address is, the  
18 Board requested, "Mr. Alos, go back to the  
19 drawing board" -- no pun intended -- "and let's  
20 see if we can change something in the design  
21 that might make the site of vision of the  
22 neighbor a little better."

23 We did that. We went back to the dawning  
24 board and we submitted a new plan, where we go  
25 back approximately four feet back more, within



1 the setback, and a couple of feet to the north.

2 And the reason we do that is --

3 MR. CORNIDE: Which is of no concern.

4 We're well within our right to move it to the  
5 north. In other words, we are not seeking any  
6 type of variance for the location to the north.

7 I actually worked with my architect, and  
8 the setback to the north, just to be clear, is  
9 not the subject of the variance that we're  
10 looking at here today, because there's an  
11 appropriate setback, according to the Code,  
12 and, again, that's what my architect has told  
13 me.

14 MR. ALLOS: And it's not just that. We  
15 weren't just making a change for the sake of  
16 making a change. We did, as I'm going to visit  
17 in a few seconds, as we did the first time when  
18 we went and met with the neighbor that  
19 objected, we went out there, first time out,  
20 with the neighbor, and we put stakes, to let  
21 the neighbor see what his site of vision was  
22 going to be.

23 So let's fast-forward to the present. We  
24 did the same thing this time around. We got  
25 our architect. We went back out there. "Okay,

1       how we can go ahead and move this a few feet  
2       back, a few feet to the left," and I know that  
3       you all can't visit the site, but if you look  
4       at the caddy-corner site of the neighbor, this  
5       change in the plan was specifically in mind to  
6       preserve his site of vision.

7               So we respectfully and humbly submit that  
8       we listened to the Board's request. We did go  
9       back to the drawing board. We did make a  
10      change, and we submitted the change.

11             I think one of the burdening issues the  
12      last time, again --

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

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

16             MR. CORNIDE: I just wanted to make a quick  
17      point, okay. That assuming that we look at the  
18      property from the 35 feet from the shore line,  
19      I just wanted for you to understand, this is  
20      the amount of property that's coming out, in  
21      order for me to generate -- for us to generate  
22      a design that would comply, so we wouldn't have  
23      to be before you today, and as I mentioned in  
24      the previous hearing, you know, it would be  
25      very nice if we could all sit -- if I could sit

1 for two years waiting for every single plan  
2 that I was putting together to be approved, but  
3 every single one of these plans of the project,  
4 per se, the pool, and stuff like that, was  
5 approved for moving forward, which is one of  
6 the points, I think, that was brought up.

7 And the second thing, that I could have  
8 redesigned the whole thing and made it work  
9 within the scope of the property.

10 I don't think it would have been possible  
11 to include all of the elements of the design,  
12 if we wouldn't have created this variance or if  
13 we wouldn't have applied for this variance.

14 MR. ALOS: And I'm going to dove tail back  
15 to that in a second, but I want to continue  
16 with the main point, and Mr. Otero was one of  
17 the main advocates of this, you wanted to see  
18 examples, you wanted to see real examples, real  
19 variances, and I said, "Okay."

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

23 MR. CORNIDE: There are many more examples.

24 MR. ALOS: Not only are there many more,  
25 which if -- the Board seems to agree with the

1 reasons for differentiating, which I definitely  
2 want to address the minutia, the fact that  
3 they're differentiating, because how these four  
4 examples that we provided are different in  
5 irregularity than our subject lot, I think it's  
6 an academic discussion that's going to require  
7 a protractor and a ruler and I don't know what,  
8 because, to me, the irregularities are the  
9 same, if not -- maybe not as irregular as the  
10 subject lot.

11 So my point is, we provided four different  
12 examples, of four different homes on the  
13 waterway that were granted a variance for a  
14 structure, and the property at 6834 is 13.3  
15 feet from the water line. The property at 12  
16 -- 12500, 13 feet; 282 Carabela -- I don't know  
17 if that's how you pronounce it -- six feet; and  
18 the 5911 Granada, ten feet.

19 These are all structures, two consisting of  
20 a gazebo, one is sort of a chickee hut, and the  
21 third one is a hybrid, that I don't know what  
22 it is. It's a mixture of a gazebo, chickee hut  
23 and trellis.

24 Board Members, the things that really  
25 jumped out at me, when I was looking at how

1       these four properties were differentiated, it  
2       seems like, what is the standard for irregular?  
3       I mean, is irregular, irregular or is  
4       irregular, irregular, or is irregular, very  
5       irregular or very, very irregular or extremely,  
6       extremely, extremely irregular?

7               I mean, at what point in time do we start  
8       applying a subjective interpretation of what is  
9       irregular? As far as I can see, as far as  
10      looking at the Code, as far as looking at the  
11      ordinance, irregular has one basic term applied  
12      to it, and the severity of the irregularity is  
13      something that now becomes a complete  
14      subjective issue to try to interpret.

15             So I'll respectfully submit, here are four  
16      black and white examples of properties that  
17      have a structure similar or almost exactly the  
18      same as the property here, where they were  
19      given a variance.

20             One of the last issues I want to address is  
21      the neighbor to the north that has objected,  
22      and I think it's important to go into a little  
23      bit of history, because as I -- as you all may  
24      recall, I told you the last time, I live on the  
25      waterway, too, so this issue affects me.

1 Don't worry. I'm not going to come before  
2 you all for any kind of variance, but what  
3 happens on the waterway affects me. I want the  
4 Board to know that we did everything in our  
5 power to sit down with the neighbor that  
6 objected and try to appease him. We sat with  
7 him. We spoke with him. When I say, "We,"  
8 collectively, I was actually --

9 MR. CORNIDE: He was even kind enough to  
10 comment on how the whole property was  
11 complete -- I mean, we designed this. Again,  
12 I'm not -- I'm not looking to belittle or put  
13 down anybody, but I believe it's important to  
14 be genuine, and I believe it's important to be  
15 truthful, and I think one of the things the  
16 neighbor to the left, to the north, has not  
17 done, okay, has not been communicative --

18 CHAIRMAN OTERO: Mr. Cornide, I would  
19 prefer to stick to the issues, not  
20 personalities, not subjective commentary.  
21 Please speak to the issues.

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

1 I don't want to hear about the neighbor.  
2 The neighbor has an attorney here. We will  
3 hear the substance from counsel.

4 MR. ALOS: Good point. I'll get to the  
5 substance of the neighbor. The neighbor, who  
6 has objected, was the benefactor of a variance  
7 for a structure, in the pool area, which I  
8 believe is a gazebo, very much the same as the  
9 variance that we're going for.

10 So, I guess, to get to the objective point  
11 of it, a fifth example would be the neighbor.  
12 The one who is objecting would be, again,  
13 another example that I would propose to this  
14 Board --

15 CHAIRMAN OTERO: Are you issuing testimony  
16 that the neighbor has identical conditions as  
17 your client, as your friend, and he obtained a  
18 variance? If that is your testimony, affirm  
19 it. If that is not your testimony, explain.

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

22 CHAIRMAN OTERO: I didn't say that. I  
23 said, you're making an analogous situation to  
24 Mr. Cornide, and you're stating that the  
25 neighbor to the north, the objector, has the

1 same situation Mr. Cornide does, and he got a  
2 variance. Is that your testimony?

3 MR. ALOS: I would group that neighbor with  
4 the other four, so I would give you now five  
5 examples, and if you'd like for me to address  
6 each of the other four, in addition to the  
7 neighbor, I would be more than happy to, but my  
8 response to you, sir, is: Now, I don't submit  
9 four. I submit five examples of residents on  
10 the waterway that received a variance for a  
11 like or similar structure to the one that Mr.  
12 Cornide is trying to obtain. So it's no longer  
13 four. Now it's five.

14 And, ironically, one of the five, is the  
15 neighbor that's objecting to the same type of  
16 variance -- let me choose my words carefully --  
17 that he's now objecting to.

18 CHAIRMAN OTERO: Okay. Let's proceed,  
19 because like or similar has a lot of wiggle  
20 room. Similar, too, has a lot of wiggle room.

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

25 MR. ALOS: So with regard to the elements



1       that need to be met at the end, I will submit  
2       that I essentially addressed them in bulk. One  
3       to three addresses the irregularity of the  
4       property. I would submit that my arguments, at  
5       this point in time -- and that's why I said  
6       earlier, I'm trying to give you a little bit of  
7       a road map -- I'm going to address them all in  
8       bulk, because if I go one by one by one, I  
9       think we won't leave here before the sun falls.

10       In four, six and seven, my argument would  
11       be that this variance setback, it is not being  
12       applied harmoniously or uniformly or globally  
13       to all of the residents, because either, A, all  
14       of the other untold amount of properties, that  
15       we can go ahead and amend this application for,  
16       that have structures in the 35 feet, that  
17       either have a variance or don't have a  
18       variance, the point is, there's a lot of them.  
19       There's a lot of them.

20       So my point would be, with regard to four,  
21       six and seven, the setback rule is not being  
22       applied uniformly.

23       And the last one that would need to be met  
24       is five. We did change the plans, in  
25       accordance with the suggestion of the Board, to

1 try to appease everybody, to try to mitigate  
2 some kind of solution that would make everyone  
3 happy.

4 At this point, unless Mr. Cornide wants to  
5 address anything else, I'd like to maybe -- I  
6 don't know what the proper term is -- reserve a  
7 little time for rebuttal, because I would like  
8 to hear what counsel for the neighbor has to  
9 say.

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

12 MR. SOTELO: I have just one statement to  
13 make. I think you mentioned a second ago that  
14 we were all moving fine, and so I believe we  
15 broke the issues into two, which were the  
16 pavers and the gazebo.

17 That actually worked in your favor, just to  
18 make it clear, because there was a possibility  
19 that nothing was going to get approved.

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

21 MR. SOTELO: And the reason why that was  
22 broken into two, was because the pavers were  
23 not obstructing the view of the neighbor, and  
24 that's becoming what the larger -- appears to  
25 be the largest issue.

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

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

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

6           CHAIRMAN OTERO: Thank you.

7           Any other questions?

8           MR. AIZENSTAT: Yes. If I may, since I  
9           don't have the benefit of having been here at  
10          the past meeting.

11          When did your client acquire the property?

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

14          MR. AIZENSTAT: Was the residence that's  
15          there at the site built or did you develop it  
16          and build it?

17          MR. CORNIDE: Well, when I acquired the  
18          property, there was a pool along here. There  
19          were retaining walls along here. There was  
20          actually a platform on this corner, which is  
21          where we came up with the idea -- there was an  
22          octagonal concrete platform on this corner,  
23          right here, that we eliminated.

24          MR. AIZENSTAT: Okay. It was just a  
25          platform or was it a structure?

1 MR. CORNIDE: Well, what it was, it was a  
2 deck. It was a pool, that was along here, like  
3 this, and then there was a wood deck around the  
4 pool, and then there was a dock, if you will --  
5 I want to say, dock -- forgive me if I'm not  
6 using the correct language terms. I mean, I'm  
7 not an architect.

8 But there was a dock, a wood dock, with the  
9 pilings and concrete foundations that came out  
10 to here, and then there was an octagonal, if  
11 you will, smaller area, that you could sit,  
12 with two chairs.

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

16 MR. AIZENSTAT: You know, the actual  
17 structure was existing?

18 MR. CORNIDE: Absolutely.

19 CHAIRMAN OTERO: Anything else from the  
20 Board?

21 Okay. Thank you.

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

24 Let the record show, yes, there is someone  
25 speaking in favor of the application.

1 Name and address, please.

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

5 CHAIRMAN OTERO: I'm sorry, even though we  
6 know you, could you state your name into the  
7 record?

8 MR. SALAZAR-BLANCO: Yes, Martha  
9 Salazar-Blanco, residing at 9160 Southwest 141  
10 Court.

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

15 So he went to the Board of Architects.  
16 Everything was good.

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

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

21 So he was told the gazebo was in the  
22 setback. He goes to see Staff. He goes back  
23 and forth with Staff. He's not getting  
24 anywhere.

25 So he says to me, "I'm a businessman. I

1 travel a lot. Can you please help me?"

2 And I said, "Okay. So let me see how I can  
3 help you."

4 So I started studying his issue, and I  
5 said, "Oh, I remember those cases. I remember  
6 so many different issues with lots that are  
7 very irregular, gazebos that encroach into the  
8 setback, gazebos that encroach into the side  
9 setbacks, chickee huts, cabanas, auxiliary  
10 structures."

11 And the more I researched it, the more I  
12 find that, "Okay, well, let me start  
13 researching on all of the variances that have  
14 been addressed and approved by the City."

15 So I went to the Development Services  
16 Department. I went through all of what we call  
17 or I used to call the Zoning Bible. That has  
18 all of the variances from way back when, from  
19 the '40s, from the '50s. So I started writing  
20 down all of the variances approved.

21 I can tell you that maybe one or two were  
22 not approved.

23 CHAIRMAN OTERO: May I interrupt you for  
24 one second?

25 MS. SALAZAR-BLANCO: Yes.

1           CHAIRMAN OTERO: Have you prepared a  
2 package for this Board to consider regarding  
3 your testimony today? In other words, without  
4 listening to you going through all of the  
5 history, can you give us chapter and verse,  
6 addresses, variances, similarities or  
7 differences?

8           MS. SALAZAR-BLANCO: I do have all of that  
9 information.

10          CHAIRMAN OTERO: Have you provided that to  
11 the Board?

12          MS. SALAZAR-BLANCO: No. I do have that  
13 information. The reason why I do not have the  
14 information is because late last night, we were  
15 discussing, "Okay, what we are going to do?  
16 What are we going to do," because,  
17 unfortunately, when I got word that it was only  
18 going to be six Board Members, I said, "Oh, I  
19 don't know what you want to do. This is not  
20 good. You know, you really need seven. I  
21 don't know what you want to do."

22          CHAIRMAN OTERO: Before you go on, I just  
23 want to get to the point. I'm sorry, I want to  
24 get to the point. You don't need seven. Six  
25 is sufficient. That's over.

1 MS. SALAZAR-BLANCO: Okay.

2 CHAIRMAN OTERO: We're here today and we've  
3 been here for an hour. There are eight  
4 elements to the variance. Are you ready to  
5 address those again, although we heard them  
6 from Mr. Alos, and before you do, the City  
7 Attorney has a comment or question?

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

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

11 MS. FIGUEROA: When you're done, can you  
12 provide that?

13 MS. SALAZAR-BLANCO: Absolutely, yes.

14 Okay. So since you want to go one by one,  
15 I will do that. I know Andres has done it,  
16 but --

17 CHAIRMAN OTERO: Okay. You're addressing  
18 consistency of past Board rulings, in which you  
19 will have to show almost identical  
20 circumstances to this case, not a chickee hut,  
21 not a trellis, but a gazebo just like this.

22 MS. SALAZAR-BLANCO: Correct.

23 CHAIRMAN OTERO: Now, before you do that,  
24 there's a second issue, which is consistency.  
25 The first issue will be the eight elements



1           you're very familiar with as to a variance.

2           MS. SALAZAR-BLANCO:   Yes.

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

6           MS. SALAZAR-BLANCO:   Well, I think that  
7           Andres -- I was not here on the first hearing,  
8           so I don't know what his testimony was in the  
9           first hearing in May.

10          CHAIRMAN OTERO:   You can move to read the  
11          transcript from the first hearing.

12          MS. SALAZAR-BLANCO:   No, I was not provided  
13          any transcript, and I don't think there was any  
14          transcript ordered anyway.

15          Is that correct?

16          THE SECRETARY:   No.   We have transcripts,  
17          yes.

18          MR. SALAZAR-BLANCO:   So I have not been  
19          able to read that.

20          I mean, I don't know if you would like for  
21          me to go over it, but I can.   As far as I'm  
22          concerned, as far as how I view it, the way,  
23          you know, I would have normally done this, yes,  
24          I would like to go through one at a time, if  
25          you don't mind.

1 CHAIRMAN OTERO: Let's go.

2 MS. SALAZAR-BLANCO: So the first one is,  
3 special conditions and circumstances exist  
4 which are peculiar to the land, structure or  
5 same building involved, and which are not  
6 applicable to other lands, structures or  
7 buildings in the same Zoning District.

8 The response is, the property site is  
9 larger than the average site, with no unusual  
10 or exceptional circumstances.

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

15 CHAIRMAN OTERO: Specifically.  
16 Specifically, because we addressed this in the  
17 prior hearing, and you don't have --

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

20 CHAIRMAN OTERO: I wish you had been,  
21 because you would see how all of this is  
22 repetitive.

23 MS. SALAZAR-BLANCO: Okay.

24 CHAIRMAN OTERO: Specifically, what is  
25 irregular as to this lot, to request -- as to

1       this lot?

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

3               CHAIRMAN OTERO: I know it's not a  
4       rectangle. I know it's not a square. What is  
5       it, specifically, as to this lot --

6               MS. SALAZAR-BLANCO: Okay.

7               CHAIRMAN OTERO: -- that the Applicant has  
8       not caused the problem?

9               MS. SALAZAR-BLANCO: So, as you can see,  
10       there is a curvilinear here. So you're not  
11       looking at --

12              CHAIRMAN OTERO: Where is the water? Can  
13       you point to where the water is?

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

15              CHAIRMAN OTERO: So the first three points  
16       you pointed at are not relevant to the water,  
17       correct?

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

19              MR. CORNIDE: The water is right here.

20              CHAIRMAN OTERO: I know where the water is.

21              MS. SALAZAR-BLANCO: So what does this do,  
22       when it's irregular, or if the water is here,  
23       you have two streets, you have Granada, which  
24       is here, and you have the other street here,  
25       which is Orduna. So already there's two

1 streets; 25 here, 35 here. He has to maintain  
2 a side total setback, and then he has to  
3 maintain a 35-foot setback.

4 So already there's a lot of restrictions  
5 there with setbacks, because of all of the  
6 setbacks on the front, the side street, the  
7 side street.

8 So in doing that, I said, you know, I have  
9 to provide you, so you can understand why it's  
10 irregular, a definition from Zoning Development  
11 and Planning Terms. This is the definition  
12 from the Planning and Zoning Book. An  
13 irregular lot is a lot of such shape or  
14 configuration that technically meets the area  
15 frontage and width, no depth requirements of  
16 this ordinance, but meets these requirements by  
17 incorporating unusual elongations, angles,  
18 curvilinear, lines unrelated to topography or  
19 other natural land features, are an irregular  
20 lot. Hence, that is the definition of this  
21 property.

22 So we go to the next one.

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

24 MS. SALAZAR-BLANCO: Sure.

25 MR. SOTELO: The irregularity of the lot,

1       this is not listed as an irregular lot in the  
2       Property Appraisal. Was this after the fact of  
3       any additions or constructions -- I don't know  
4       if we covered this in the last hearing. Was  
5       there any additions or constructions that were  
6       done after the fact, that leads us up to your  
7       point? Did anything that the Applicant do  
8       cause this to become an irregular lot?

9           THE SECRETARY: I'd like to address the  
10       Board, if I may.

11          CHAIRMAN OTERO: Yes, Liz, please.

12          THE SECRETARY: This was addressed at the  
13       previous hearing. He has obtained a permit to  
14       construct. There was a pool on the property,  
15       as he stated, and I'll bring that up on the  
16       survey. It was right there.

17          The pool was not parallel, but somewhat  
18       parallel to the home, and the waterway is back  
19       here.

20          There is a permit on the property now to  
21       remodel the property and to add a terrace,  
22       which is right -- all of this is new, and then  
23       the pool now is perpendicular to the waterway,  
24       with the spa here.

25          So this terrace is new, this decking is

1 new, and the pool is also new.

2 You can see by the pictures.

3 MR. CORNIDE: May I address your question?

4 CHAIRMAN OTERO: Before you do, was the  
5 existing pool outside the 35 feet?

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

9 This is the original design that was  
10 proposed at the first hearing. This was where  
11 the gazebo was proposed, and this is where the  
12 gazebo is now proposed. As you can see, it's  
13 been moved, as he said, three feet and three  
14 inches closer, outside of the setback, but it  
15 has been moved from seventeen feet to the side  
16 property line, to twelve feet and change.

17 Specifically, it was at seventeen feet ten  
18 inches to the side property line, and now it's  
19 twelve feet nine inches to the setback.

20 That was the original design. This is the  
21 proposed design.

22 So in answer to your question, Mr. Sotelo,  
23 yes, there are permits on the job site right  
24 now for remodeling of the residence, and  
25 including this terrace portion, and I believe I

1 have a picture of it under construction. I  
2 know they are further along now. There is a  
3 terrace right now that's being built.

4 CHAIRMAN OTERO: What is the distance now,  
5 23 feet -- if you can put that back again,  
6 Liz -- to conform with the 35-foot?

7 THE SECRETARY: The set back line is this  
8 dashed line right here. If you open up the  
9 plans, I've highlighted it for you. You can  
10 see the setback line clearly.

11 So this is the portion of the gazebo that  
12 is in the setback area.

13 CHAIRMAN OTERO: Let me ask Mr. Hidalgo,  
14 and then Mr. Alos.

15 MR. HIDALGO: Another comment was, if I  
16 recall correctly from the prior Board meeting,  
17 the pool and spa was, obviously, a separate  
18 permit that was applied for.

19 Are the pool and spa under construction  
20 now?

21 THE SECRETARY: Yes.

22 MR. HIDALGO: And permitted?

23 THE SECRETARY: Yes.

24 MR. CORNIDE: May I address that?

25 CHAIRMAN OTERO: Go ahead.

1 MR. CORNIDE: Originally this was one  
2 complete permit. The pool and spa were  
3 separated from the gazebo, because I have to  
4 move into my home.

5 MR. HIDALGO: My question is, regardless of  
6 you having to move into your home, is there a  
7 reason why, when the architect designed the  
8 pool and the spa and the gazebo, wouldn't they  
9 all want to design it so it's in conformance  
10 with the Zoning regulation?

11 MR. CORNIDE: Well, again, when we  
12 submitted the initial plan to Zoning, it was  
13 approved by the Board, and that's the way it  
14 was submitted. I mean, I can't answer that  
15 question for my architect.

16 MR. HIDALGO: So the plans were submitted  
17 with the gazebo encroaching into the setback?

18 MR. CORNIDE: The plan was submitted with  
19 the gazebo encroaching into the setback 20  
20 feet, and it was approved by the Board of  
21 Architects, and, then, when we proceeded  
22 forward is when we ran into this situation.

23 MR. HIDALGO: So at that point, was there  
24 any concern or any revision with the architect  
25 to try to relocate the gazebo and relocate the



1 pool and spa, kind of shuffle things around, so  
2 that everything would fit within the back --

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

6 MR. HIDALGO: So you proceeded with the  
7 pool and the spa, knowing that the gazebo was  
8 going to be the wild fire?

9 MR. CORNIDE: Yes.

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

11 CHAIRMAN OTERO: Yes, sir.

12 MR. AIZENSTAT: The covered terrace is a  
13 new addition.

14 MR. CORNIDE: If I may address --

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

16 MR. CORNIDE: It is a new addition.

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

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

22 MR. AIZENSTAT: In other words, if you  
23 moved your gazebo and made it part of your  
24 covered terrace, you would have been within  
25 your setbacks.

1 MR. CORNIDE: I guess I can move  
2 everything, you know.

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

6 MR. CORNIDE: There was no issue then.

7 MR. AIZENSTAT: No, I understand, but the  
8 question that I'm bringing to you is, at that  
9 point, I don't understand why your architect  
10 didn't bring it closer to what you were  
11 building, anyway, the covered terrace, so you  
12 wouldn't have any further issues?

13 MR. CORNIDE: Because there was no way,  
14 when we sat down and looked at the revisions,  
15 to actually achieve the cabana effect. If we  
16 want an oversized terrace, a huge terrace in  
17 the back, that's fine. Quite honestly, if you  
18 look at the previous drawing, I believe it is,  
19 that Ms. Gonzalez put up, you'll see that the  
20 terrace that I put in was right over the  
21 existing terrace, with its planters. I didn't  
22 make the terrace 15 or 20 or 30 feet longer  
23 than it should be.

24 I was working within the confines of the  
25 home that I had, and I just said, "We'll put a

1 gazebo," and that was the general design, and  
2 that's what made the backyard flow, and that's  
3 what we're presenting.

4 MR. AIZENSTAT: Okay. So you're doing it  
5 because of aesthetics?

6 MR. CORNIDE: Correct.

7 MR. AIZENSTAT: Just a question to Staff,  
8 and that would be, if the gazebo is done as a  
9 part of the covered terrace, does that injure  
10 him in any way, as far as an auxiliary  
11 structure or any other means?

12 THE SECRETARY: The covered terrace is not  
13 considered an auxiliary structure, because it's  
14 attached to the home. Auxiliary or accessory  
15 structures are normally detached.

16 MR. AIZENSTAT: And if he goes ahead, and  
17 just --

18 THE SECRETARY: Attaches them?

19 MR. AIZENSTAT: Yes.

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

22 MR. AIZENSTAT: But if he brings it  
23 forward, so it's not within the setback area,  
24 he's able to attach it?

25 THE SECRETARY: That would be a design

1 issue. If it's not in the setback --

2 MR. AIZENSTAT: But by Code?

3 THE SECRETARY: To attach to --

4 MR. AIZENSTAT: Assuming that you take the  
5 pool pavilion that's there and you bring it  
6 closer to the corner of where -- move it over  
7 to the corner where the columns are -- in other  
8 words, he's allowed to do that by Code?

9 MR. CORNIDE: Yes.

10 THE SECRETARY: You're allowed to build a  
11 covered terrace.

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

14 THE SECRETARY: No, there is no limitation  
15 on the height, except if it does exceed I  
16 believe it's 13 feet, but as far as a design  
17 issue, it would have to be up to the Board of  
18 Architects.

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

21 THE SECRETARY: No. Once he complies with  
22 the setbacks, sides and rear, and lot coverage,  
23 there would be no presentation before the Board  
24 of Adjustments.

25 MR. AIZENSTAT: Thank you.

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

3 Gazebos -- and, again, I'm sorry to repeat  
4 myself, but I was not here at the last  
5 meeting -- but gazebos are to be in conjunction  
6 with a pool. It's not to be moved to put in  
7 the back so it meets the setbacks, because a  
8 cabana or a gazebo, they are meant to be in  
9 conjunction with a pool.

10 If you go to the pool, you don't want to  
11 walk 20 feet to go to the gazebo. He has a  
12 covered terrace, yes, but the main thing is  
13 that, because of the confines of his irregular  
14 lot, he has certain area that he can put a  
15 gazebo, that can be used as a conjunction with  
16 a pool.

17 I mean, I respect your -- what you're  
18 suggesting, but if you want a gazebo, you want  
19 it closer to your pool. You don't want to walk  
20 like 20 feet just so you can meet the setback.  
21 Hence, there is an issue with the Zoning Code  
22 with that, because of the setbacks with  
23 auxiliary structures --

24 CHAIRMAN OTERO: Okay. Before we continue,  
25 we are not here to evaluate the Zoning Code.

1 It is what it is today.

2 What I would propose, since Mr. Alos has  
3 requested time to rebutt, and you've come up,  
4 and I hope there's not a third or fourth person  
5 in there as Mr. Cornide's advocate, I would  
6 like to stop this for a minute, give you time  
7 to come back, and hear from Mr. Savage, who has  
8 been patiently waiting for 70 minutes now, and  
9 hear his client's objections, and I think that  
10 would even benefit you, in terms of rebutting  
11 any issues he brings up.

12 Thank you.

13 Mr. Savage, you're up.

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

15 I think I gave my name and address, et  
16 cetera, earlier on the record. I won't repeat  
17 that. I've identified my client, immediately  
18 to the north.

19 I think that these applicants have been  
20 afforded every accommodation that I can  
21 imagine. They were continued before. They  
22 have not brought to this Board a body of  
23 substantial competent evidence that would in  
24 any way counter what has been prepared and  
25 evaluated by your professional Staff.

1           You have been provided with a negative  
2           Staff recommendation, in detail, that went  
3           through each and every one of the elements.  
4           The law is undisturbed for many decades now,  
5           that your Staff report, prepared by your  
6           Professional Staff, constitutes substantial  
7           competent evidence on this question.

8           My opponents would have to bring before you  
9           a body of evidence that would counter that, and  
10          I've heard nothing. I've heard some hearsay  
11          about my clients. I've heard some very vague  
12          references to other properties. The properties  
13          that they did identify, your Staff, I don't  
14          believe they needed to, but they've actually  
15          identified those properties in their report,  
16          and batted down each and every one of those  
17          examples.

18          These other properties have not been  
19          brought to you. Each and every one of those  
20          other cases is going to be unique. There is  
21          probably a two-inch file on each of those other  
22          properties. Those files have not been put into  
23          this record.

24          After the closure of their case in chief,  
25          and you closed their presentations, and then

1 opened it up to the public, then they have  
2 another advocate, a paid advocate, who came  
3 during the public hearing part, and I think  
4 that's improper, but I'm not too offended by  
5 it, because, respectfully, there was nothing  
6 added in the way of evidence. There was  
7 nothing added in the way of evidence.

8 This body is limited in its jurisdiction  
9 and in its charge to follow the Code. That is  
10 what you have to do. You have to follow the  
11 Code.

12 We went through, when you challenged the  
13 applicant to go through each and every one of  
14 the enumerated factors, which is what we're  
15 supposed to do, he begged off and said that  
16 I've generally addressed them.

17 When the new found expert appeared or  
18 so-called expert appeared, we got to the one  
19 about the irregular lot size.

20 Number One, just having an irregular shaped  
21 lot does not constitute satisfying all of the  
22 factors and may not even constitute satisfying  
23 that factor. It has to be relevant to the  
24 issue at hand.

25 "I have an irregular shaped lot, so I need



1 a bigger house. I have an irregular shaped  
2 lot, so it causes me to be in this difficulty."  
3 There's nothing like that here about a gazebo.

4 Number One, a gazebo is auxiliary. A  
5 gazebo is like a sunroof on a car. You can  
6 have a perfectly operating car, and go to work  
7 and go through your life, without a sunroof.  
8 You don't need to have a sunroof.

9 They don't need -- they're not in a  
10 hardship to have a gazebo, and this gazebo is  
11 going to be really an out -- if you see the  
12 plans, you can see it's a wet bar, with bar  
13 stools all around it. It's basically going to  
14 be a bar near the water, which is why we have  
15 the 35-foot setback.

16 It has to do with my client. We're  
17 substantially affected. We're immediately to  
18 the north and we're very interested, but even  
19 if we were full across town, we do not want  
20 open water bars near the water, inside or  
21 encroaching on the 35-foot setback.

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

24 I mean, let me explain what we try to do  
25 here, and then if you could put your response

1 in context.

2 We're familiar with the eight items. We're  
3 familiar with the criteria. We're also trying  
4 to be as tolerant and flexible with the  
5 neighbors and keep some harmony in the  
6 neighborhood.

7 I would like for you to tell the Board the  
8 basis, the specific objections. You were kind  
9 enough to come. You spent your time here.  
10 What, specifically -- besides the law, what  
11 specifically are your client's objections?

12 MR. SAVAGE: I went to my client's home. I  
13 walked around the area. Our specific objection  
14 is that the 35-foot setback is on the Coral  
15 Gables waterway for a reason. We do not want  
16 auxiliary structures near the waterway. We  
17 don't have boat houses in this community right  
18 on the water. We don't want those things on  
19 the water.

20 We have a line of sight. We want to enjoy  
21 our valuable backyard. We don't want to have  
22 this in our face, if you will.

23 CHAIRMAN OTERO: It obstructs the view?

24 MR. SAVAGE: It obstructs the view. There  
25 is a use there that is going to be, perhaps,

1       noisy and ruckus, et cetera, and the Code is  
2       there for a reason.

3               And I appreciate you asking me for my  
4       objections or for, you know, what is our  
5       position on this, but I will also say,  
6       respectfully, we don't bear the burden of proof  
7       here. They bear all of the burdens. They're  
8       the ones asking for a special exception, and  
9       one of the highest standards in all of Florida  
10      Law is a variance, and they're asking for one.  
11      They're asking for a special permission to do  
12      something that nobody else is allowed to do,  
13      and I don't think they've borne that burden.

14             They have a heavy burden. I have no  
15      burden. I have the burden to come down here  
16      and ask my government to enforce the Code, as  
17      has been published to the citizens. That's all  
18      we're asking, enforce your Code. Enforce your  
19      Code.

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

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

24             This Board previously did not grant this  
25      variance. Your Professional Staff has written

1 twice that this should be denied.

2 Again, I don't see any evidence of  
3 disparate treatment of these folks. They have  
4 a large lot. They can bring it up close to the  
5 house.

6 And the other thing is, I would agree with  
7 you a little more if this was a situation where  
8 it's 90 percent in compliance, and, you know,  
9 we need a little bit of a non-compliance. We  
10 need a fudge here, because, after all, it's the  
11 real world and we need to accomodate people.

12 But this is the exact opposite. This is 90  
13 percent in the prohibited setback, with a  
14 little bit of compliance, with 80 -- you know,  
15 80 percent of it is in the 35-foot. So they're  
16 not asking for, "Oh, gee, you know, we did the  
17 best we could, but we're just a few feet in."

18 No, it's the opposite.

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

22 MR. SAVAGE: Absolutely.

23 CHAIRMAN OTERO: It comes down to the view  
24 and your position that the law should be  
25 upheld, correct?

1 MR. SAVAGE: It could be --

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

5 MR. SAVAGE: Right.

6 CHAIRMAN OTERO: I mean, that's just -- you  
7 have eight very objective criteria, all of  
8 which will be subjectively addressed. That's  
9 why we have so much fun up here. If it was  
10 that easy, we wouldn't be here.

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

15 MR. SAVAGE: That's right. And I would  
16 agree and make permanently clear, that, yes, if  
17 they're outside of the setback, can they have a  
18 party until whatever the Code allows, until  
19 11:00?

20 Yes. There's nothing -- we never stated  
21 otherwise, but they are -- you know, for this  
22 auxiliary frosting on the cake type of  
23 structure, they're moving it very close to our  
24 property line, and in violation of the law, and  
25 they're asking for a special permission to do

1       that, and I see nothing that meets the  
2       standards.

3               MR. HIDALGO: I guess, to summarize, your  
4       client's concern is basically a visual concern,  
5       an obstruction of view concern, correct? Only  
6       because the noise factor isn't going to be  
7       relevant, because if Mr. Cornide said, "I'm  
8       going to slide it down within the setback," the  
9       party is going to exist next to your client's  
10      house, regardless. So it's a visual  
11      obstruction, is the concern of your client?

12             MR. SAVAGE: The visual obstruction goes to  
13      my client. Other people, like Mr. Michael  
14      Steffens, have appeared or written in, who  
15      aren't necessarily where my client is and have  
16      a sight line problem, but I -- and I can't  
17      speak for them, but I will hypothesize that  
18      they, like others -- and I'm a resident of  
19      Coral Gables, and I don't have a waterfront  
20      property, but I think that the waterway should  
21      be free, and that's why we have a 35-foot  
22      setback.

23             I've been to lakes in the south end of the  
24      County and other waterfront properties and  
25      ridden around in a boat, and people build

1       significant structures right on the water, and  
2       I think it's a bad thing. It's a bad public  
3       policy.

4               And so, please, keep your structures and  
5       your gazebos and alike in the upland, where it  
6       goes, by Code.

7               And by the way, there's room by the pool  
8       here. He could have a beautiful gazebo  
9       structure between the house and the pool. He's  
10      got a large lot. It's a beautiful location.  
11      There's ways to do this without violating the  
12      Code, and I think someone asked him, "Well, is  
13      there a reason why you didn't do this," and I  
14      heard the word, aesthetics, and I heard other  
15      words along those lines.

16              This entire issue is for a structure --  
17      I've been able to live my entire life without a  
18      gazebo, living in a property without a gazebo.  
19      I've been just fine without it. It's not a  
20      hardship not to have a gazebo or to move it  
21      around a large lot that they have.

22              MR. AIZENSTAT: Through the Chair, if I  
23      may.

24              CHAIRMAN OTERO: Yes.

25              MR. AIZENSTAT: Mr. Savage, I just want to

1 clarify. You said that the City of Coral  
2 Gables, that there are no boathouse structures.  
3 I think there are --

4 MR. SOTELO: In this portion of the  
5 waterway he was mentioning.

6 MR. AIZENSTAT: Okay. I thought you said,  
7 throughout the entire city. I apologize. I  
8 think, the south of Alhambra Circle --

9 MR. SOTELO: Yes.

10 MR. GALVEZ: Excuse me, Mr. Savage, doesn't  
11 your client have a gazebo structure in the  
12 setback?

13 MR. SAVAGE: When I visited the property,  
14 and I spent most of my time in this -- what I  
15 would say the -- if you can, please,  
16 Ms. Gonzalez, put one of the site plans, either  
17 the initial one or the -- okay. If you could  
18 just hold that up for a second.

19 My client would be to the left of that  
20 drawing. My client's property would be there,  
21 right. Now, that is where I walked around  
22 mostly, and they do have one of those  
23 historical limestone boat slips, that you would  
24 never get approved now, but they have that. I  
25 noticed that they have a nice, beautiful large



1 home and a pool. I did not see a gazebo  
2 structure, although I'm not prepared to  
3 testify -- I just don't know. To answer your  
4 question, I just don't know.

5 THE SECRETARY: For the record, that has  
6 not been established, that there is a gazebo or  
7 that it is in the setback.

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

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

15 I would like to look at the plans one more  
16 time. If you look at the -- you know, this  
17 whole discussion, by the way, is about this  
18 35-foot setback, right. So that's going to be  
19 a very important critical term and fact, and if  
20 you look at the original plan, my client's  
21 property line tracks -- that's one of those  
22 historical fences that you see in the Gables,  
23 where the coral rock actually make up the  
24 posts, and then there's like a metal pole in  
25 between. That's what we divides the property

1 line here, and that is what believe is the  
2 actual property line, by the way.

3 THE SECRETARY: You're referring to the  
4 survey?

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

7 THE SECRETARY: This fence here?

8 MR. SAVAGE: Yes, ma'am.

9 If you count those -- if you count those  
10 posts, and those have been there, I would  
11 suggest, since the '40s, probably, those posts  
12 are there. There is one, two, three, and about  
13 80 percent to the -- one, two, three, and about  
14 80 percent to the fourth post, is what they  
15 show is the 35-foot setback.

16 If you could please go to their subsequent  
17 submission, their other site plan. If you look  
18 at their most recent site plan, look along  
19 those left posts, I count one, two, three and  
20 only about a few inches past that other post.

21 Now, that post has been there since the  
22 '40s, and that 35-foot setback are points on  
23 the earth that do not move. We can move around  
24 this gazebo that we're planning, but I'm very  
25 dubious of the presentations that they're

1 making and the plans that they're giving. I  
2 don't know where that setback is exactly, and I  
3 would suggest that you follow the competent and  
4 substantial evidence that your Professional  
5 Staff has prepared and not the evidence that  
6 the applicant has given you.

7 By the way, on the side setback, we don't  
8 agree that they're totally inside the side  
9 setback, either. They are showing what the  
10 older surveyors would call a gore, G-O-R-E, OR  
11 what I call a long pizza slice. They're  
12 showing a gore along that fence.

13 We disagree. Our property line tracks the  
14 outside of those existing coral rock pillars --  
15 or fence posts, rather.

16 So I don't know what their moving around.  
17 I don't trust their papers at this point. I  
18 don't trust the drawing at this point. That  
19 coral rock wall doesn't move. Those posts  
20 don't move. How those move between one  
21 application set of drawings and another one, I  
22 don't know.

23 CHAIRMAN OTERO: Okay. Okay. Mr. Savage,  
24 we'll rely on the work of the professionals.  
25 We'll rely on the work of the surveyors, and

1 we're not going to question the side setback.  
2 That's not before us today.

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

4 MR. SAVAGE: Sure. In conclusion, I would  
5 just say that those points probably don't have  
6 a lot of relevance to our discussion, because,  
7 as I said earlier, wherever you put the two  
8 feet, here or there, this thing is 80 percent  
9 in the prohibited area and not the other way  
10 around.

11 I would just like to emphasize that.

12 CHAIRMAN OTERO: Okay. Thank you.

13 MR. SAVAGE: And, also, I will remain, if  
14 the Board has any further questions about me  
15 and my client, and I would like to reserve  
16 maybe a few minutes --

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

19 MS. FIGUEROA: I just want to say one  
20 thing, for the record, to the Board, because  
21 there was a lot of mention here about similar  
22 properties and other properties and variances.  
23 You all can, of course, take that into account,  
24 but you have to abide by the eight points.

25 CHAIRMAN OTERO: I understand that. Thank

1       you. We do try to stick by the eight, and we  
2       do try to be somewhat flexible, not to start or  
3       re-write history..

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

7               CHAIRMAN OTERO: Okay. Before we do, I'll  
8       give you 30 seconds. Please do not exceed the  
9       30 seconds.

10              We've heard what Mr. Savage said. We've  
11       heard what you have said. We've heard what Ms.  
12       Blanco-Salazar (sic) said. We've heard what  
13       Mr. Cornide has said.

14              Without restating -- if you restate, I'm  
15       shutting off your mike -- without restating,  
16       would you please summarize it?

17              And then what the Board will do, without  
18       your input at this point, is go through the  
19       eight points.

20              Okay. Go ahead.

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

23              When Mr. Cornide said that the plan was  
24       done in accordance with aesthetics, that's not  
25       correct. He's a lay person. Honestly, he

1        didn't know what he was talking about.

2                Not to rehash an issue that I know you  
3        didn't like, and, frankly, out of respect to  
4        you, I didn't bring it up today, at all times  
5        materials we were under the belief and  
6        understanding, and we still are here today,  
7        that the waterline should be taken from the  
8        middle of the canal.

9                What I am is a real estate attorney, not a  
10        variance attorney, and I had brought the entire  
11        chain of title, from the day the plat was done,  
12        where it says, I have legal descriptions on the  
13        subject home, and other homes, that allows us  
14        to get to the middle.

15                I just wanted to clear that up. He  
16        misspoke. So he misspoke. I just wanted to  
17        say that.

18                CHAIRMAN OTERO: Okay.

19                MR. ALOS: And that's the only thing I  
20        would add.

21                CHAIRMAN OTERO: Okay. Thank you.

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

23                CHAIRMAN OTERO: By the way, as far as the  
24        mid point of the canal --

25                MR. ALOS: I'm sorry?

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

5           MR. ALOS: I cannot answer that.

6           CHAIRMAN OTERO: So the statement that you  
7           measure for a variance from the mid point of  
8           the canal, I don't think is -- but besides  
9           that, we are here. We have no dispute as to  
10          measurements. We have no dispute, because you  
11          have moved the gazebo back a few feet. We have  
12          no dispute that it's encroaching within the 35  
13          feet or we would not be here.

14          Is there anything else of substance?

15          MR. ALOS: No.

16          CHAIRMAN OTERO: Ms. Blanco-Salazar, trust  
17          me, we have heard A through Z, twice, from the  
18          applicant, and from Mr. Savage, well stated,  
19          very articulate from both of you -- is there  
20          anything else for us to consider before we  
21          discuss the 8?

22          MS. SALAZAR-BLANCO: Well, I would like to  
23          add something about what Mr. Savage said, as  
24          far as the adjacent neighbor, and where it was.  
25          I do have pictures that you can take a look at,

1       you can see their property, the adjacent  
2       neighbor, and the owner's address here, so you  
3       can take a look at it, but since he said,  
4       "Well, you know, it's too close. You know,  
5       maybe the noise or whatever," you know what,  
6       there's a boat slip right next to it.

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

9               First, I would like to address the fact  
10      that she was unable to testify before the  
11      Committee, not because we sprung her on you  
12      today, but because she had a conflict.

13              MR. SALAZAR-BLANCO: I had a two-year  
14      restriction before I could lobby before any  
15      Board or the Comission.

16              MR. CORNIDE: And the second thing --

17              CHAIRMAN OTERO: Did you make it?

18              MR. CORNIDE: And the second thing that I  
19      think is of substance is, I can confirm to you  
20      that on the other end of the property, there's  
21      not a gazebo, a monster structure. It's not a  
22      gazebo, because it does have a room on top, on  
23      the property north to us, and the person that  
24      recommended for approval is sitting before you  
25      here today.



1 CHAIRMAN OTERO: Thank you.

2 For the time being, we're going to close  
3 the public hearing. We could reopen it, but  
4 for now we're going to close the public  
5 hearing, and let the Board decide whatever  
6 pleases the Board, whatever procedure you want  
7 to follow. It's been suggested that we go  
8 through the eight criteria. Let's do it.

9 Everybody have their packages opened up to  
10 the eight?

11 The first one is, do special conditions and  
12 circumstances exist, which are peculiar to the  
13 land, structure or the building involved, which  
14 are not applicable to the other lands,  
15 structures or buildings in the same Zoning  
16 District?

17 The City's position is, it does not meet  
18 the standard required.

19 Discussion? We've heard evidence for an  
20 hour and a half today, and maybe an hour a few  
21 months ago.

22 MR. GALVEZ: I think we've seen several  
23 irregular lots in front of us before, and the  
24 one point that does stick out to me is how  
25 narrow the back of the property gets. That's

1 where I'm sort of focusing my attention when  
2 looking at this, is that the irregularity comes  
3 at the focal point, which is this 35-foot  
4 setback, which creates a very small area for  
5 the owner.

6 That's my only -- I disagree with the  
7 Zoning Board's decision that because the lot is  
8 large, that there is no irregularity. That's  
9 my personal opinion.

10 CHAIRMAN OTERO: Any other comments of the  
11 Board Members?

12 MR. HIDALGO: I guess irregularity is, to  
13 me, in my mind, would be anything that's got  
14 more than four sides. Then it automatically  
15 becomes irregular.

16 MR. GALVEZ: No, it's definitely irregular.  
17 There's no question that the lot is irregular,  
18 but, again, if it was irregular where it didn't  
19 go to this narrow point in the back, then we  
20 wouldn't be discussing this so much further.

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

23 CHAIRMAN OTERO: Which actually ties into  
24 the second item.

25 MR. GALVEZ: I would disagree with Number

1 One, personally. That's my first statement. I  
2 think all of us here disagree with Number One.

3 CHAIRMAN OTERO: But that ties into the  
4 second one, that the special conditions and  
5 circumstances, perhaps created by the irregular  
6 lot, did not result in the actions of the  
7 applicant, which I think is part of the  
8 questions by Mr. Aizenstat.

9 Would he have done things differently,  
10 given the size of the lot, could the gazebo  
11 have been put in separately, without requesting  
12 a variance?

13 MR. HIDALGO: That's my biggest concern and  
14 problem with this case, is that it seems to be  
15 more of a design issue from day one, and if the  
16 homeowner decided, "Well, I want to move into  
17 my house; therefore, I want to build the pool,  
18 and then I can deal with the pool pavers  
19 later," it becomes an issue now, because it  
20 should all be handled as one master plan from  
21 the beginning, so it all complies with the  
22 Code.

23 At the point you say, "I'm going to just  
24 put the pool where I want it and the spa, and  
25 then I'm going to tackle the issue of the

1       variance, where I want it," I think it becomes  
2       an uphill battle, because right now there's  
3       very little land to place the pavilion on.

4               If it would have been handled as to maybe  
5       re-designing the pool and the spa, and possibly  
6       putting the pavilion either on the other side  
7       of the property or shifting it somehow so it  
8       all complies, it would have been a lot more of  
9       a smoother plan, as opposed to trying to do it  
10      now by forcing the pavilion onto the property,  
11      and now it's prompting all of these eight  
12      concerns that have been generated off of the  
13      placement of the pavilion, as opposed to trying  
14      to deal with the whole back of the house as one  
15      master plan.

16             CHAIRMAN OTERO: The operative terms in the  
17      second one is, related to actions of the  
18      Applicant, is what we're saying.

19             MR. HIDALGO: Yes.

20             CHAIRMAN OTERO: Number 3, whether the  
21      variance requested will confer on the Applicant  
22      any special privilege denied to others.

23             I haven't heard of any other special  
24      privileges denied to others.

25             MR. GALVEZ: It would depend on whether you

1 think there's unusual or exceptional  
2 circumstances, and then you have to go back to  
3 Number 1 and Number 2 again. I mean, they all  
4 sort of tie into each other.

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

6 CHAIRMAN OTERO: We understand. That's why  
7 we're doing this.

8 MR. GALVEZ: We do grant variances. This  
9 is what we do here.

10 CHAIRMAN OTERO: We did one on the first  
11 case today.

12 MR. GALVEZ: Right. I mean, this is odd,  
13 to me, in that, a variance -- as a rule, we are  
14 granting a special privilege, but I don't  
15 think --

16 MR. THOMPSON: On Number 3, can we talk  
17 about it?

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

20 MR. THOMPSON: But it is an unusual lot.  
21 It's an irregular lot, and it's a small  
22 frontage that we're dealing with. There are  
23 several things that do affect it, in all of  
24 these questions, that would make this into a  
25 hardship.

1           So that in Number 3, for instance, granting  
2           the variance requested to allow auxiliary  
3           structures within the required setback area,  
4           without having any unusual or exceptional  
5           circumstances which would confer a special  
6           privilege, but there are exceptional and  
7           unusual circumstances, you know.

8           My problem with it so far is, there's been  
9           no discussion of a further setback from the  
10          property line and from the water line that  
11          could easily be done, and that's a problem.

12          The second observation, I haven't asked  
13          Mr. Savage, but he's walked the property, and I  
14          noticed that his client's pool is on the  
15          opposite end, further north as you can go from  
16          our property.

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

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

21          Okay. Number 4 relates to depriving the  
22          Applicant of rights commonly enjoyed by other  
23          properties in the same Zoning District.

24          We've heard testimony that variances have  
25          been granted in similar situations. That has

1       been negated by the City in its report. So  
2       without knowing more specifics as to whether  
3       the gazebo, is a gazebo, is a gazebo, versus a  
4       trellis or something else, let's put that on  
5       hold.

6               Number 5, the variance granted is the  
7       minimum variance that will make possible a  
8       reasonable use of the land, building or  
9       structure.

10              You can certainly build a house.

11              MR. SOTELO: This, to me, is one of the  
12       concerns I have. I have not seen anything  
13       brought up by the counsel representing the  
14       property, but this was something that was  
15       brought up, and it's a significant issue.  
16       It's, a big percentage of the variance is not  
17       being put into what's allowed. It's not almost  
18       10 percent in, and 90 percent is within. It's  
19       actually the reverse.

20              CHAIRMAN OTERO: It is the reverse. That  
21       35-foot variance, and they complied with 23 or  
22       24 feet of this, but it's short by 12 feet, is  
23       that correct?

24              THE SECRETARY: They're at 20 feet four  
25       inches, and need to be at 35 feet. So they're

1 encroaching 14 feet and change.

2 MR. THOMPSON: So if they move it back to  
3 30 feet, then there would be a significant  
4 attempt to comply with -- it's our thoughts, to  
5 have it substantially within the 35 feet, would  
6 be a problem.

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

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

13 CHAIRMAN OTERO: No, one-third.

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

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

20 MR. HIDALGO: Yes.

21 MR. GALVEZ: You're talking about the  
22 structure. We're talking about the actual  
23 setback being encroached.

24 You're talking about the actual setback.  
25 Michael was talking about the structure, the



1 majority of the structure being inside of the  
2 setback. It's two different issues.

3 MR. THOMPSON: Right.

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

5 CHAIRMAN OTERO: I see. Got you.

6 MR. GALVEZ: -- you're talking about two  
7 different things.

8 CHAIRMAN OTERO: Got you.

9 Number 6, granting a variance will not  
10 change the use to one that is not permitted. I  
11 don't --

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

13 CHAIRMAN OTERO: That's not an issue.

14 Number 7, we get into the harmony.

15 And Number 8 has to do with historic  
16 landmark.

17 We are down, I think, to the issue, and  
18 correct me Board Members if I'm wrong, we're  
19 down to issue as to whether this was a  
20 hardship -- and I put that in quotes -- created  
21 by the Applicant in its of design of the home  
22 and the auxiliary structure. That's the issue  
23 today.

24 Any opinions, comments?

25 MR. GALVEZ: I think there's two things. I

1 think that the lot is highly irregular, and  
2 then what you're saying, could they have  
3 designed it differently.

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

6 MR. GALVEZ: Well, this is an existing  
7 house, I believe.

8 MR. HIDALGO: Right, but my comments were  
9 geared to the decision by the homeowner to say,  
10 "Let's proceed and build the pool and spa now,  
11 and we'll handle the gazebo issue later," as  
12 opposed to, if the issue becomes the pool being  
13 stopped by the Board of Architects, at that  
14 point, "Well, let's re-consider what we're  
15 going to do with the pool and spa."

16 MR. SOTELO: They would have more wiggle  
17 room.

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

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

23 It got approved by the Board of Architects  
24 to locate the gazebo where it is or they  
25 approved it with a condition that the gazebo be

1 within the setback?

2 THE SECRETARY: No, they did receive  
3 approval from the Board of Architects, in the  
4 first design and a second design, and at second  
5 design it was approved preliminarily on July  
6 the 9th. The Board of Architects, they take  
7 into to consideration setbacks, but, at that  
8 moment, they're not viewing that aspect.

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

11 THE SECRETARY: Aesthetics and design.

12 MR. AIZENSTAT: Aesthetics and design, and  
13 then it's up to the City Officials to look at  
14 within the setbacks and the Code.

15 MR. GALVEZ: That's going back to  
16 Mr. Hidalgo's point of the design. The design  
17 got approved, and that's where we have a  
18 problem.

19 MR. HIDALGO: Well, I guess the Board of  
20 Architects approved the design, but when you  
21 get to the technicalities of the Zoning  
22 requirements, that happens at the permitting  
23 stage.

24 So, at that point, if you get denied at the  
25 permitting stage, what is your next move? You

1 say, "Let's proceed with the pool and spa" or  
2 at this point, do you say, "Let's wait, because  
3 the pool and spa" --

4 MR. GALVEZ: Like we've seen before, the  
5 plans get approved, and then the inspector  
6 comes out and disapproves something.

7 MR. HIDALGO: -- or do you proceed with the  
8 approval of the pool and spa, and present a  
9 revision, but not proceed with the project and  
10 start breaking ground on a pool and a spa,  
11 knowing that --

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

14 MR. CORNIDE: Yes.

15 CHAIRMAN OTERO: Any other discussion? I  
16 think we'll keep the public meeting closed,  
17 unless Mr. Cornide wants to say something.

18 MR. CORNIDE: I apologize. We proceeded,  
19 because the permit was about to expire, because  
20 we had gotten a permit.

21 MR. HIDALGO: In the future, you could ask  
22 for an extension, also.

23 CHAIRMAN OTERO: One question. Last  
24 meeting, did we have a letter in favor of or  
25 no?

1           THE SECRETARY: You had a letter of  
2           objection, which was by Mr. and  
3           Mrs. Galvarrete, but you also had a supporter,  
4           who was here present.

5           CHAIRMAN OTERO: Who lived across the  
6           canal, right, on Jeronimo?

7           MR. CORNIDE: Mr. Skinner was in favor.  
8           Mr. Skinner appeared in favor, on my behalf,  
9           and I also had numerous letters from my  
10          neighbors across the canal and a couple of  
11          other neighbors, as well, that I submitted last  
12          time I was there.

13          CHAIRMAN OTERO: Okay. Thanks.

14          I just wanted to clarify that.

15          THE SECRETARY: For the record, I did not  
16          receive those letters in support that he is  
17          stating.

18          MR. GALVEZ: I remember letters of support.

19          THE SECRETARY: No.

20          CHAIRMAN OTERO: We have Mr. Skinner's  
21          personal testimony. We have Mr. Savage's, on  
22          behalf of his clients, testimony. We have a  
23          letter in opposition, also.

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

1 MR. AIZENSTAT: If I recall, Michael  
2 Steffens was on this Board.

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

5 MR. AIZENSTAT: When I was on here,  
6 Martha, Michael Steffens was on this Board back  
7 then, if I'm not mistaken. So he's familiar, I  
8 would assume, with variances on so forth. I've  
9 been on this Board before, many years ago. And  
10 if I'm not mistaken, Michael Steffens was on  
11 the Board back then.

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

14 Discussion from the Board? We have one  
15 item before us.

16 We've closed the public hearing.

17 May we have a motion, following the  
18 language provided in the packet?

19 MR. GALVEZ: I move that the Board of  
20 Adjustment grant Application BA-14-12-3657, a  
21 request by Andres Alos, on behalf of Leonardo  
22 and Lizette Cornide, for a variance for the  
23 residence at 4635 Granada Boulevard, to allow  
24 the proposed gazebo to maintain 23 feet eight  
25 inches rear waterway setback. The motion is

1 based upon the testimony presented, along with  
2 the application submitted, and Staff Report,  
3 which constitute competent and substantial  
4 evidence.

5 The Board hereby made findings of fact that  
6 each of the standards in Section 3-806 of the  
7 Zoning Code has been met.

8 CHAIRMAN OTERO: Is there a second to the  
9 motion?

10 Counsel, what is the -- the motion dies  
11 without a second, correct?

12 MS. FIGUEROA: Correct. If there's no  
13 second, the motion ends.

14 CHAIRMAN OTERO: Do I have another motion?

15 MR. HIDALGO: I move that the Board of  
16 Adjustment deny Application BA-14-12-3657, a  
17 request by Andres Alos, on behalf of Leonardo  
18 L. and Lizette V. Cornide, for a variance for  
19 the residence at 4635 Granada Boulevard, to  
20 allow the proposed gazebo to maintain 23 feet  
21 and eight inches rear waterway setback.

22 The motion is based upon the testimony  
23 presented, along with the application  
24 submitted, and Staff Report, which constitute  
25 competent and substantial evidence.

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

4           CHAIRMAN OTERO: Is there a second to that  
5           motion?

6           MR. AIZENSTAT: I would make a second to  
7           that motion, with a comment. I think that the  
8           design is very nice, and it looks good, but I  
9           do not feel that the hardship and the  
10          conditions have been met, as required by our  
11          Code, and that is why I will second that  
12          motion.

13          CHAIRMAN OTERO: We have a motion and a  
14          second.

15          Any discussion?

16          Liz.

17          THE SECRETARY: Mr. Sotelo?

18          MR. SOTELO: Yes.

19          THE SECRETARY: Mr. Hidalgo?

20          MR. HIDALGO: Yes.

21          THE SECRETARY: Mr. Galvez?

22          MR. GALVEZ: No.

23          THE SECRETARY: Mr. Aizenstat?

24          MR. AIZENSTAT: Yes.

25          THE SECRETARY: Mr. Thompson?



1 MR. THOMPSON: Yes.

2 THE SECRETARY: Mr. Otero?

3 CHAIRMAN OTERO: Yes.

4 MR. AIZENSTAT: I'd just like to say, also,  
5 welcome back, Martha.

6 CHAIRMAN OTERO: Board Members, if you stay  
7 for a minute after this.

8 Liz, as far as -- do we adjourn this or do  
9 we -- we have housekeeping matters.

10 THE SECRETARY: We need to approve the  
11 minutes.

12 CHAIRMAN OTERO: Housekeeping matters.  
13 Move to approve the minutes.

14 MR. GALVEZ: Second.

15 CHAIRMAN OTERO: Anybody opposed?

16 No.

17 THE SECRETARY: Motion to excuse  
18 Mr. Greenberg's absence.

19 CHAIRMAN OTERO: Motion to excuse Mr.  
20 Greenberg's absence.

21 MR. GALVEZ: Second.

22 MR. AIZENSTAT: I have a question. My  
23 question is, if you have a motion to approve  
24 the minutes and then you have a second, do you  
25 have to call roll?

1 THE SECRETARY: They do it by voice roll  
2 call.

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

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

7 MR. HIDALGO: Second.

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

9 MR. HIDALGO: Hidalgo.

10 CHAIRMAN OTERO: Anybody opposed?

11 No.

12 THE SECRETARY: We need to appoint a member  
13 to the Board of Adjustment by the members as a  
14 whole.

15 CHAIRMAN OTERO: The Board has a duty to  
16 appoint a member, and I move to appoint  
17 Mr. Oscar Hidalgo for his 20th consecutive  
18 term. No.

19 MR. GALVEZ: I second.

20 CHAIRMAN OTERO: All those in favor?

21 MR. AIZENSTAT: Aye.

22 MR. GALVEZ: Aye.

23 MR. THOMPSON: Aye.

24 MR. SOTELO: Ayes.

25 THE SECRETARY: I'd like to take a roll

1 call on that.

2 Mr. Aizenstat?

3 MR. AIZENSTAT: Yes.

4 THE SECRETARY: Mr. Galvez?

5 MR. GALVEZ: Yes.

6 THE SECRETARY: Mr. Sotelo?

7 MR. SOTELO: Yes.

8 THE SECRETARY: Mr. Thompson?

9 MR. THOMPSON: Yes.

10 THE SECRETARY: Mr. Hidalgo?

11 MR. HIDALGO: Yes.

12 THE SECRETARY: Mr. Otero?

13 CHAIRMAN OTERO: Yes.

14 You have in your packet the 2016 schedule.

15 If you can look at it, and if any date seems to  
16 be objectionable --

17 THE SECRETARY: Mr. Greenberg has notified  
18 me that the October date, he will not make that  
19 date. However, we still have six members and  
20 we can proceed. If there's an objection to  
21 that date, I can try to --

22 CHAIRMAN OTERO: We're talking about  
23 October 2016.

24 THE SECRETARY: Yes, sir.

25 MR. AIZENSTAT: Is it a holiday, again?

1 It's probably a Jewish holiday. I'm thinking  
2 maybe that's why --

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

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

10 CHAIRMAN OTERO: I would like for the  
11 November 2nd to be pushed to November 9th, if  
12 possible.

13 THE SECRETARY: I can look into that.

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

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

17 MR. AIZENSTAT: I think so.

18 CHAIRMAN OTERO: Thank you all very much.

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

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

23 THE SECRETARY: Right. We can still have  
24 it with six members.

25 MR. AIZENSTAT: I think what he's asking

1 is, maybe we can find a different date.

2 MR. SOTELO: I will most likely not be able  
3 to attend November 9th. I'll be in a  
4 conference on Miami Beach on November 9th.  
5 I'll make a valiant effort to.

6 THE SECRETARY: I think Mr. Greenberg can  
7 be here on the 9th, so that will leave us with  
8 six members. I will try to accomodate November  
9 the 9th if the Commission Chambers is  
10 available.

11 And then the next year, I will try to  
12 reschedule the October meeting.

13 CHAIRMAN OTERO: Is there anything you need  
14 for us to do with the --

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

17 CHAIRMAN OTERO: Meeting adjourned.

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

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C E R T I F I C A T E

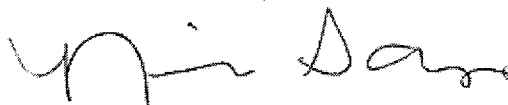
STATE OF FLORIDA:

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.



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