

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

CITY OF CORAL GABLES  
BOARD OF ADJUSTMENT MEETING  
VERBATIM TRANSCRIPT  
CORAL GABLES CITY HALL  
405 BILTMORE WAY, COMMISSION CHAMBERS  
CORAL GABLES, FLORIDA  
MONDAY, MAY 4, 2015, COMMENCING AT 8:02 A.M.

Board Members Present:

Jorge E. Otero, Chairperson  
Oscar Hidalgo, Vice-Chairperson  
Alex Galvez  
Gustave Perez  
Michael Sotelo  
Jack Thompson

City Staff Present:

Elizabeth Gonzalez, Zoning Tech Lead  
Craig E. Leen, City Attorney  
Yaneris Figueroa, Assistant City Attorney  
Ramon Trias, Planning & Zoning Director

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. and Lizette V. Cornide - Owners  
Manuel V. Pose, Arlotta, Bazo & Associates - Architect

Also Participating:

Andres Alos  
James Skinner

-----

1 THEREUPON:

2 (The following proceedings were had:)

3 CHAIRPERSON OTERO: Good morning.

4 The Board of Adjustment is comprised of  
5 seven members. Four members of the Board shall  
6 constitute a quorum and the affirmative vote of  
7 the four members of the Board present shall be  
8 necessary to authorize or deny a variance or  
9 grant an appeal. A tie vote shall result in  
10 the automatic continuance of the matter to the  
11 next meeting, which shall be continued until a  
12 majority vote is achieved. If only four  
13 members of the Board are present, an applicant  
14 shall be entitled to a postponement to the next  
15 regularly scheduled meeting of the Board.

16 Today we have six present. I think there's  
17 a vacancy. One of the Board Members may have  
18 to leave at 8:30, which would leave us five.  
19 In the event that happens, do you have an  
20 objection to continuing with five?

21 MR. CORNIDE: Could we have a second?

22 MR. SOTELO: I'm not going to need to  
23 leave. I cancelled it.

24 CHAIRPERSON OTERO: What I just said  
25 becomes a moot point. I was just informed that

1 he wasn't leaving.

2 MR. CORNIDE: Moot works.

3 If I may address the Board for one --

4 CHAIRPERSON OTERO: As soon as I finish  
5 this, you will have as much time as you  
6 require.

7 MR. CORNIDE: Thank you, sir.

8 CHAIRPERSON OTERO: Any person who acts as  
9 a lobbyist pursuant to the City of Coral Gables  
10 Ordinance Number 2006-11 must register with the  
11 City Clerk prior to engaging in lobbying  
12 activities or presentations before City Staff,  
13 Boards, Committees and/or the City Commission.  
14 A copy of the Ordinance is available in the  
15 Office of the City Clerk. Failure to register  
16 and provide proof of registration shall  
17 prohibit your ability to present to the Board.

18 I now officially call the City of Coral  
19 Gables Board of Adjustment board meeting of May  
20 4th to order. The time is 8:02 a.m.

21 Liz, when you have a second, take the roll,  
22 please.

23 MS. GONZALEZ: Mr. Hidalgo?

24 MR. HIDALGO: Here.

25 MS. GONZALEZ: Mr. Galvez?

1 MR. GALVEZ: Here.

2 MS. GONZALEZ: Mr. Perez?

3 MR. PEREZ: Here.

4 MS. GONZALEZ: Mr. Thompson?

5 MR. THOMPSON: Here.

6 MS. GONZALEZ: Mr. Sotelo?

7 MR. SOTELO: Here.

8 MS. GONZALEZ: Mr. Otero?

9 CHAIRPERSON OTERO: Here.

10 Please be advised that the items on the  
11 agenda are quasi-judicial in nature, which  
12 requires Board members to disclose all ex-parte  
13 communications and site visits. An ex-parte  
14 communication is defined as any contact,  
15 communication, conversation, correspondence,  
16 memorandum or other written or verbal  
17 communication that takes place outside the  
18 public hearing between a member of the public  
19 and a member of a quasi-judicial Board  
20 regarding matters to be heard by the Board.

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

1 if a Board Member conducted a site visit  
2 specifically related to the case before the  
3 Board, the Board Member must also disclose such  
4 visit. In either case, the Board Member must  
5 state on the record whether the ex-parte  
6 communication and/or site visit will affect the  
7 Board Member's ability to impartially consider  
8 the evidence to be presented regarding the  
9 matter. The Board Member should also state  
10 that his or her decision will be based on  
11 substantial, competent evidence and testimony  
12 presented on the record today.

13 Is there any Member of the Board that had  
14 such a communication and/or site visit to  
15 disclose at this time?

16 MR. THOMPSON: Mr. Chairman, Saturday  
17 afternoon, I walked onto this property, at the  
18 permission of a worker -- a lone worker that  
19 was there present, who didn't really speak that  
20 much English, and I did not talk to him about  
21 the project, but, rather, walked the site  
22 itself.

23 CHAIRPERSON OTERO: Mr. Thompson, but  
24 you're able to base your decision on  
25 substantial competent evidence and the

1 testimony presented on the record today?

2 MR. THOMPSON: I think, with much more  
3 insight having visited the site personally.

4 CHAIRPERSON OTERO: Thank you.

5 Anyone else?

6 MR. PEREZ: I live three blocks from there,  
7 so I walk around there all of the time, but  
8 that's about it.

9 CHAIRPERSON OTERO: And are you able to --

10 MR. PEREZ: Yes.

11 CHAIRPERSON OTERO: The answer to the  
12 question not asked is, yes, but I previously  
13 asked it.

14 MR. PEREZ: The one you previously asked,  
15 yes. Sorry.

16 CHAIRPERSON OTERO: Everyone who speaks  
17 this morning must complete the roster on the  
18 podium. We ask that you print clearly so the  
19 official records of your name and address will  
20 be correct.

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

24 (Thereupon, all participants were sworn.)

25 CHAIRPERSON OTERO: In deference to those

1 present, we ask that all cell phones, pagers  
2 and other electrical devices, especially that  
3 make noise, be turned off at this time.

4 Now we will proceed with the agenda.

5 Liz, we have one case before us today,  
6 correct?

7 MS. GONZALEZ: That is correct.

8 CHAIRPERSON OTERO: Any changes to the  
9 agenda? That's the only case?

10 MS. GONZALEZ: That's the only case today,  
11 yes.

12 CHAIRPERSON OTERO: Would you be so kind as  
13 to present the case?

14 MS. GONZALEZ: Yes, sir.

15 This is Application BA-14-12-3657. The  
16 property address is 4635 Granada Boulevard.  
17 The applicant is seeking two variances. The  
18 first variance is to allow a gazebo to maintain  
19 twenty feet four inches rear setback distance  
20 from the waterway, and the second variance is  
21 to maintain a paver deck at fifteen feet four  
22 inches from the waterway, versus a minimum of  
23 thirty-five feet required rear setback.

24 This is an aerial view of the property.  
25 This is the property right here in question.

1 It is on the corner of Granada and Orduna.

2 The property is currently under  
3 construction. There are two open building  
4 permits, one for a covered terrace and  
5 remodeling of an addition, and one for also the  
6 pool area in the rear.

7 The Zoning Code allows for a variety of  
8 auxiliary structures and or accessory uses.  
9 These auxiliary structures, such as a gazebo  
10 and paver deck, have to maintain the same  
11 prescribed setbacks which govern the residence.

12 You have this in your package, and with the  
13 plans, as well. This is a survey of the  
14 property at the moment. So this shows the  
15 actual existing residence; however, it shows a  
16 pool at almost parallel, not perpendicular, as  
17 the new proposed design. However, I want to  
18 say that the only variances we're here for are  
19 the gazebo and the paver deck. The pool does  
20 not need a variance, and neither will the  
21 addition or the terrace that you'll be seeing.

22 These are pictures of the existing home.  
23 As I said, the home is going to be remodeled or  
24 is being remodeled.

25 Here's the proposed site plan. The pool is

1 now designed perpendicular to the waterway. As  
2 I said, that can be in the setback. This area  
3 here is the new portion that is under  
4 construction, which is the terrace. This is  
5 the existing residence, with some remodeling  
6 being done to it.

7 The variances before you are the gazebo,  
8 which is highlighted in yellow, and the paver  
9 deck area, here and here. The setback 35-foot  
10 line is right along here from the waterway.

11 These are pictures of the existing site  
12 just as of last week. This picture is taken  
13 directly from the neighbor to the north,  
14 looking southeast. This is exactly the view  
15 that the neighbor would have if the gazebo were  
16 to be installed at this portion.

17 This is a view of where the gazebo would  
18 be, in this location right here. This is  
19 looking from the water towards the residence.  
20 This is another view, looking from the rear  
21 towards the northeast, the opposite side.

22 You can see here the terrace, which is  
23 under construction. The Board of Architects  
24 has approved the plans and the gazebo and the  
25 paver deck. However, after review of the site

1 and review of the information submitted, Staff  
2 cannot find any extraordinary circumstances or  
3 unique features that exist at the site to allow  
4 the encroachment into the setback area.

5 The setbacks are consistently applied in  
6 primary residences and auxiliary and accessory  
7 structures. Staff wasn't able to identify any  
8 unusual or unique circumstances with the  
9 property site.

10 Staff recommends denial of Item Number 1  
11 and Number 2.

12 I'd also like to read into the record that  
13 we have received a letter of objection from the  
14 neighbor to the north, which is this neighbor  
15 right here, which would be from this  
16 perspective.

17 I just received this, and this is from  
18 (sic) Mr. and Ms. Leonardo Cornide.

19 "I am the owner of the home directly north  
20 and adjacent to the subject application. Mr.  
21 Cornide and I have met at the site and spoken  
22 via telephone on numerous occasions.

23 "I have consistently and respectfully urged  
24 Mr. Cornide to give serious consideration to a  
25 re-evaluation on the proposed location for the

1 gazebo and pool improvements so as to remove or  
2 minimize intrusion into the setback areas.

3 "Alternative design solutions should be  
4 explored to resolve this self-imposed condition  
5 requiring a variance. Since the construction  
6 of the proposed enhancements has not begun, a  
7 resolution of the desired site improvements  
8 versus setbacks requirements should be  
9 performed now.

10 "I am in support for an outcome that does  
11 not require this variance and respectfully  
12 request that the Board accept Staff's  
13 recommendation."

14 CHAIRPERSON OTERO: Liz, could you put back  
15 on the screen again the site plan?

16 MR. SOTELO: Yes.

17 CHAIRPERSON OTERO: Can you go over again  
18 the current setback?

19 MS. GONZALEZ: The current setback of the  
20 residence is, all auxiliary and accessory  
21 structures, 35 feet from the waterway. This is  
22 the waterway, the bank of the waterway, and the  
23 35-foot setback is right here, where we have  
24 outlined the deck.

25 CHAIRPERSON OTERO: So the only place --

1           how far does the pool encroach?

2           MS. GONZALEZ:   The pool does not encroach.  
3           The pool is allowed to be in that location.

4           CHAIRPERSON OTERO:   So the pool is okay?

5           MS. GONZALEZ:   The pool has different  
6           setbacks.

7           CHAIRPERSON OTERO:   The pool is okay.   So  
8           we're talking about the yellow?

9           MS. GONZALEZ:   The yellow is the gazebo and  
10          the pool area is the deck, that is not allowed  
11          to be within the setback area.

12          In your packet, there's an enlarged site  
13          plan that you can probably see just a little  
14          bit better.

15          CHAIRPERSON OTERO:   Okay.   Anyone on the  
16          Board have questions for Staff?

17          MR. SOTELO:   I have a quick question.

18          So, in essence, what you're saying is that  
19          what's being proposed is completely out of the  
20          setback and the setback originally would have  
21          given room, prior to the new design of the  
22          house, correct?

23          MS. GONZALEZ:   Right.   This is brand new.  
24          The terrace is brand new.   All of this paving  
25          area is brand new.   The pool, the way it was

1 designed, is brand new. The spa is new.

2 So this whole portion here is all new.

3 I'll take you back to the --

4 MR. SOTELO: Is this considered an  
5 irregular lot, by any chance, because of the  
6 design that the house is positioned --

7 MS. GONZALEZ: It's wider, obviously, in  
8 the front. As you can see, it's a corner lot,  
9 and it's somewhat narrower in the back;  
10 however, it's unusually larger than most lots.

11 CHAIRPERSON OTERO: Is there a place on the  
12 property where you could build a gazebo without  
13 asking for a variance?

14 MS. GONZALEZ: That is the contention at  
15 this moment, that based on the design that was  
16 proposed, that there's a large portion of area  
17 here, or the pool could have been parallel to  
18 the waterway, and sort of -- the gazebo and the  
19 pool could have switched locations or be  
20 repositioned.

21 CHAIRPERSON OTERO: If there are no further  
22 questions from the Board at this time, I would  
23 like to have the applicant state your name,  
24 make sure you're signed in, and the floor is  
25 yours.

1 MR. CORNIDE: Good morning, Board Members.  
2 My name is Leonardo Cornide. I currently  
3 reside at 819 Sistina Avenue. I have signed  
4 in.

5 My home, which I bought approximately  
6 fifteen months ago, is 4635 Granada Boulevard.  
7 First and foremost, I would like to thank all  
8 of you for taking the time to come in and to  
9 listen to my case.

10 Second, I just wanted to give you a little  
11 bit of history of how we got here. I've been a  
12 resident of the Gables for over twenty years,  
13 from my youth, not that I'm twenty years old,  
14 obviously I'm a little bit older, but more than  
15 twenty years, and it was always my dream to  
16 have a home on the water.

17 Last year or the year before last, I was  
18 finally afforded the opportunity to purchase a  
19 home on the water, and we began to design what  
20 I consider to be the home of my dreams.

21 Again, living in Coral Gables, I know how  
22 Coral Gables is and what works and what doesn't  
23 work.

24 I asked the gentleman behind me, Mariano  
25 Corral (phonetic), to actually create the

1 design for me. He has years of experience  
2 working in the Gables, as well, and we  
3 proceeded down that road.

4 I have asked a very good friend of mine to  
5 join me today -- he's a childhood friend of  
6 mine -- in presenting the case, for one reason  
7 and for one reason alone, because this hearing  
8 has been moved a few times, I have a conflict  
9 that I'm actually heading -- my wife is going  
10 to be waiting for me and I have to leave the  
11 proceedings at approximately nine o'clock to  
12 head to the airport.

13 So instead of me presenting the entire case  
14 and having to walk out, I didn't think it was  
15 prudent, so I asked Andres Alos, who is here as  
16 a friend, and he's going to be presenting the  
17 case.

18 I'm going to remain here as long as I can,  
19 but if I have to step out for any reason at  
20 nine o'clock, I just wanted to communicate that  
21 to the Board, but I wanted to be here, because  
22 this property is very important to me.

23 I have four children. This is it, Guys.  
24 I'm 46 years old. This is where I'm going to  
25 spend the rest of my days. This is where all

1 of the functions are going to happen, and this  
2 is where my kids are going to grow up, and  
3 that's the reason that I wanted to be here  
4 today and present the variance as such.

5 CHAIRPERSON OTERO: Thank you very much.

6 I'll just ask you to state your name.

7 MR. ALOS: Good morning, Board Members. My  
8 name is Andres Alos. I'd like to disclose to  
9 you that I am an attorney. I've been  
10 practicing for approximately 21 years. I don't  
11 really practice anymore. I have a very small,  
12 if at all, limited practice. So I do not  
13 practice. The nature of my practice has been  
14 title work. I do not do zoning work. I do not  
15 do variance work. I do not do land zoning.

16 Leo didn't hire a ringer here today. In  
17 fact, Leo is not paying me at all to be here  
18 today. I've never been in one of these  
19 proceedings, so I'm here only as his friend. I  
20 have known Leo since childhood, we went to high  
21 school together, and remain close friends, and  
22 the main reason I'm here is as his friend.

23 Having said that, it's also very important  
24 to me, because I live in the Gables Waterway.  
25 I live on Riviera Drive, just about five or six

1 homes north of US-1. So all of these issues  
2 are pretty much dear to my heart.

3 If I can turn the Board's attention to the  
4 Staff Report, and basically the two issues that  
5 we need to address here today are simple: (A)  
6 Does Leo have a hardship, (B) How do we define  
7 a hardship? Does he have unique or  
8 extraordinary circumstances as they relate to  
9 this lot?

10 Obviously, the Staff Report has claimed  
11 that it does not.

12 The second issue that I will be addressing,  
13 have the setbacks been applied harmoniously to  
14 all of the properties on the waterways?

15 My position, I'll just state for the  
16 record, respectfully, is that I vehemently  
17 disagree with the findings of the Staff Report,  
18 and what I'm going to do is I'm going to  
19 address those two main issues that I just  
20 outlined, in a global fashion, and I'm going to  
21 address every single standard that one must  
22 speak to, to get a variance from this Board.

23 CHAIRPERSON OTERO: It's a good idea to  
24 pause for a minute.

25 MR. ALOS: Does that affect the recording?

1           May I proceed?

2           So what I'm going to do is, I'm going to  
3           address those two issues, the two main  
4           boilerplate issues, then I will address all of  
5           these standards that must be met for this Board  
6           to grant a variance. My argument will be  
7           global, but if need be, I will specifically  
8           address the findings in the Staff Report.

9           First thing, I'd like to turn to the Staff  
10          Report, and if I may quote a small section,  
11          with regard to the hardship of Leo Cornide.

12          The Staff Report specifically says, "After  
13          review of the site, Staff could not find  
14          extraordinary circumstances or unique features  
15          exist at this site to allow encroachment into  
16          the setback areas."

17          The Staff Report continues to state, "An  
18          undue hardship exists only if the predicament  
19          is unique to the property of the applicant.  
20          Staff is unable to identify any unusual or  
21          unique circumstances with the property site."

22          Again, respectfully, I vehemently disagree  
23          with the findings of the Staff Report, and in  
24          the first standard to meet the requirements for  
25          a variance, the Staff states, "That special

1 conditions and circumstances exist which are  
2 peculiar to the land, structure or building  
3 involved and which are not applicable to other  
4 lands, structures or buildings in the same  
5 zoning district."

6 The Staff Report found, does not meet the  
7 standard required for authorization of a  
8 variance. The property site is a larger than  
9 the average size, and, again, quote, no unusual  
10 or exceptional circumstances.

11 I don't know if the Board has had an  
12 opportunity to see an aerial of this particular  
13 lot. I know a gentleman to my right said he  
14 actually walked the lot.

15 I have kind of a little Mickey Mouse  
16 aerial, which I'll be more than happy to share  
17 with you all. I don't know if you've had the  
18 benefit of seeing this, and the importance of  
19 this particular little photo is because of the  
20 odd shape of the lot.

21 Has anyone had an opportunity to look at it  
22 from an aerial view?

23 MR. SOTELO: That was my question to the  
24 Staff before about the irregularity of the size  
25 or design of the lot.

1           MR. ALOS: I would like to address that in  
2 particular. If I may approach. I'll just put  
3 it up there, and if you guys want to take a  
4 look, you can go ahead and you guys can pass it  
5 down.

6           The reason that's important is because this  
7 is my first argument that I'm going to make  
8 about the hardship. Boards Member, I don't  
9 even know what shape that is. I don't know if  
10 that's a pentagon, hexagon, octagon, stop sign.  
11 I don't know what that shape is.

12           And I took the liberty of Googling all of  
13 the properties along the waterway. I didn't  
14 see anything with as odd a shape as that.  
15 There are some other properties that deal with  
16 maybe width or depth, but the fact that this  
17 property is shaped in that fashion, which I  
18 still don't know what that is, and if there are  
19 any architects or engineers on the Board, maybe  
20 you'll give me what that particular shape is.

21           That would be my first argument, where I  
22 would respectfully rebut the findings of the  
23 Staff Report that this falls under unique and  
24 extraordinary circumstances, but am I saying to  
25 this Board, that's my only argument that I'm

1 proposing, that should qualify this as a  
2 hardship? No.

3 What also makes it even more odd is the  
4 fact that this particular property abuts  
5 Granada, at the west, Ordunia, at the, let's  
6 call it, southwest, I suppose, and maybe even a  
7 little bit southeast, and the problem is that  
8 now, if you are to literally apply the setbacks  
9 in the Code right now, which I believe is  
10 4-101(D), this house is going to end up looking  
11 almost like a pizza, or worst, like one of  
12 those Sir Pizzas. I don't know if you've ever  
13 had those pizzas, where they cut them up into  
14 little blocks.

15 It's not a regular type lot, because, now,  
16 let's do a literal interpretation of the  
17 setback statute, okay, you would have to go 35  
18 feet from Orduna, you would have to go 25 feet  
19 -- I'm sorry, 35 feet from Granada, 25 feet  
20 from Orduna --

21 CHAIRPERSON OTERO: Mr. Alos --

22 MR. ALOS: Yes, sir.

23 CHAIRPERSON OTERO: -- does the Orduna  
24 Court bear any relevance to this, as far as the  
25 variance that is requested for the gazebo and

1 the deck? Does Orduna have relevance to your  
2 argument?

3 MR. ALOS: In the broader scheme of things,  
4 if you look at the whole --

5 CHAIRPERSON OTERO: No, in the specific  
6 scheme.

7 MR. ALOS: Yes. I would say, yes.

8 CHAIRPERSON OTERO: Where? How do  
9 conditions from Orduna Court impact the  
10 variance?

11 MR. ALOS: The gazebo. I'm going to speak  
12 to that.

13 Because when you -- think of this act as,  
14 all of sudden, push 35, push 25, come from the  
15 one end, push 35, then, in the aggregate, 20,  
16 all on the sides, with five being the least --  
17 when you start pushing the home -- I'll be more  
18 fact specific.

19 I probably shouldn't say this, but the  
20 house, as it sits right now, probably doesn't  
21 meet all of the little setbacks required by  
22 Granada, Orduna, the actual waterway and the  
23 20-foot grounder around the property.

24 So when you start pushing it, almost like  
25 an amoeba, my answer would be, yes, it does

1 affect it, at the end of the day.

2 CHAIRPERSON OTERO: How does the Orduna  
3 Court setback affect the gazebo and the deck  
4 specifically?

5 MR. ALOS: When you start to cut up the  
6 property in slices, you start to move it.

7 CHAIRPERSON OTERO: The scope of the  
8 hearing today does not have to do with the  
9 validity of the existence of the residence.

10 MR. ALOS: I agree.

11 CHAIRPERSON OTERO: It has to do with the  
12 variance, and as you have stated, the  
13 hardship -- the elements to define a hardship  
14 as to the gazebo and the deck.

15 MR. ALOS: Yes, sir.

16 CHAIRPERSON OTERO: I don't see -- I  
17 understand it's irregular, it's some kind of  
18 blank, blank, gon -- and we'll go with that --  
19 but I don't see the Orduna Court -- if anyone  
20 else sees the Orduna Court coming into play, I  
21 would like to have that discussion.

22 I just think, for purposes of focusing on  
23 the seven or eight elements of the hardship as  
24 set forth by Staff, I would just like to  
25 address those, recognize them more specifically

1 and less globally.

2 MR. ALOS: Maybe I'm not being clear.  
3 Perhaps I can say it this way, the same  
4 question could be asked by the Board Member,  
5 how does the 20-foot setbacks around the  
6 property affect the gazebo?

7 Obviously, if the gazebo is within 20 feet  
8 in the aggravate, but no less than five, then  
9 we would say, "Okay, the setbacks for the side  
10 affect the gazebo."

11 So maybe I'm not explaining myself  
12 properly, that when you meet all of the  
13 setbacks, you need to start moving where the  
14 home is, and that's the argument I'm trying to  
15 make, would be the oddity of the shape, but to  
16 your point, the gazebo is the main issue.

17 What I was about to argue right when you  
18 started asking me the question was, I will  
19 concede arguendo, for the purposes of this  
20 Board Meeting, with the Board Members, that the  
21 property line should go, from the water mark,  
22 in 35.

23 It is my position and I intend to make  
24 arguments later that the actual line that we  
25 should be counting the 35 feet from should be

1 from the middle of the waterway. Now, that may  
2 sound a little crazy, because I'm getting some  
3 kind of blank stares, but I intend to show how  
4 the legal descriptions and the deeds from the  
5 City have given them the water rights to the  
6 middle of the canal, and that's where the 35  
7 feet should be counted from.

8 But having said that, I'll concede that for  
9 the purposes of this discussion, the  
10 irregularity, which, again, is 35 from Granada,  
11 25 from Orduna, and 35 from the back of the  
12 water's edge, and then 20 feet in the  
13 aggregate, when you put all of that together,  
14 the hardship exists, and that if you were to  
15 apply all of those setbacks literally, Leo is  
16 not going to have the opportunity to enjoy the  
17 same privileges that other lots on the Riviera  
18 Waterway enjoy, that do not have a weird shape  
19 or a unique situation.

20 In that respect, I will respectfully argue  
21 that I disagree with the Staff Report. There  
22 is uniqueness. It is extraordinary. The  
23 applicability of a literal setback will not  
24 enable him to enjoy the structures that other  
25 like properties, without the extraordinary

1 shape, enjoy.

2 One of the second points I'd like to make  
3 is that the Staff Report says that Mr. Cornide  
4 can go ahead and maybe change the gazebo, put  
5 it in a different place, use a different  
6 architectural plan and my response to that  
7 would be this, Leo is working with what he has.

8 If we were razing this property, if he was  
9 removing the property and was starting from  
10 scratch, no doubt he could probably find an  
11 architect to somehow use all of these setbacks,  
12 maybe have a different design, probably go  
13 vertical, but the point is, this is not a  
14 raised property. This is not a new  
15 construction. He's working with what he has.

16 And to the question that you asked earlier  
17 or even the Staff Report stated, can the gazebo  
18 be moved? Maybe.

19 MR. CORNIDE: Elizabeth, could you put the  
20 picture up on the screen that shows the  
21 proposed -- the one that has, for lack of a  
22 better term, the yellow and the blue spaces?

23 That one.

24 If you look, the terrace that was put forth  
25 there, that it looks like we're adding a

1 terrace to the proposed house, I want to say  
2 that the terrace that we're putting in place is  
3 no bigger, from a depth perception, than the  
4 existing terrace that was on the house when I  
5 actually bought it. We actually took the  
6 terrace out and reconfigured it.

7 So I just want it to be clear, that it's  
8 not like I'm coming in and putting a terrace  
9 from the edge of the house completely new.  
10 There was an existing terrace there, that would  
11 have infringed in the same way.

12 So to Mr. Alos' point or, Andres, as I call  
13 him --

14 MR. ALOS: Actually, my name is Chino.  
15 Nobody calls me Andres.

16 MR. CORNIDE: So the point that I'm trying  
17 to make is, I really don't know where to put a  
18 gazebo, other than the place that we're  
19 actually putting it forth, because it doesn't  
20 really make sense architecturally anywhere  
21 else.

22 Thank you.

23 MR. SOTELO: I have a quick question. So  
24 even with that -- regardless of the terrace  
25 that you're talking about, you always knew all

1 along that what you're proposing was always  
2 going to be beyond the line of the setback?

3 MR. CORNIDE: Well, there is no --

4 MR. SOTELO: Even if you didn't have that  
5 terrace there, let's say you would have brought  
6 everything in, you still wouldn't have fallen  
7 within the setback?

8 MR. CORNIDE: Because of the way the lot  
9 is, okay, and because -- because of the way the  
10 lot is, when you take 35 feet, as Elizabeth  
11 stated -- the inner blue line is 35 feet. I  
12 wouldn't be able to put anything, except for an  
13 open pool there, which we would all have to put  
14 SPF 50 on to enjoy, because, you know, there's  
15 no other thing, just a pool and that's it.

16 You know, as we're going to show later on,  
17 when you go up and down the waterway, as I've  
18 done many times, there's structures and pools  
19 all up and down the waterway that go all of the  
20 way up to the water line, and we were sensitive  
21 in that I didn't want to do anything up onto  
22 the canal, right up to the canal or to the  
23 waterway, because I wanted -- you know, it's  
24 not something I personally like from a design  
25 perspective.

1           MR. ALOS: And to end that comment and move  
2 on to something else, the point is that to  
3 start to try to move that gazebo -- I mean,  
4 again, could anything be moved? I suppose. I  
5 mean, I'm not being sarcastic, but, sure, you  
6 can move the gazebo into the front yard.

7           The point is, his hardship is that he's not  
8 getting to enjoy the gazebo in the same like  
9 fashion that other people on the waterway are,  
10 and that, frankly, like I said, I'm going to  
11 dovetail into right now, with the plethora of  
12 other properties up and down the waterway that  
13 do not meet the 35 -- the literal 35-foot  
14 setback.

15           If I may approach one second.

16           UNIDENTIFIED MALE SPEAKER: I would like to  
17 remind the Board Members and the public to  
18 speak into the mike for the court reporter,  
19 please.

20           CHAIRPERSON OTERO: Thank you.

21           The reminder is to speak into the mike.

22           MR. ALOS: Usually I speak so loud and fast  
23 that I think I'm doing all a courtesy by not  
24 speaking into the mike, but that's fine. I've  
25 never been told I'm soft-spoken.

1 MR. HIDALGO: I have a quick question.

2 MR. ALOS: Sure. Yes, sir.

3 MR. HIDALGO: As far as the original plan,  
4 when the rear terrace was re-design and the  
5 pool was designed, did that come first and then  
6 you decided, I want a gazebo, and, then, where  
7 do I put the gazebo mindset set in or from day  
8 one it was a design of the terrace, pool,  
9 gazebo going to be all one or it came later on?

10 MR. CORNIDE: The intal design was created  
11 completely. We submitted it to the Board of  
12 Architects. The Board of Architects, contrary  
13 to what was shown here, actually approved the  
14 design, I want to say, about ten months ago,  
15 not in 2015. We submitted the complete  
16 design --

17 MR. HIDALGO: Inclusive of the gazebo?

18 MR. CORNIDE: Inclusive of the gazebo, the  
19 pool, everything that you see that was shown  
20 there. What happened is, I've owned this  
21 property now for 15 months, and for the past --  
22 actually, it might be more, like 16 or 17 --  
23 and for the past 16 months -- I had to get  
24 going. I've been paying two mortgages for  
25 close to two years, and I got to the point

1 where I said, "Take the gazebo out. Let's get  
2 what we can get now, because I have to move  
3 into the home." I mean, I can't continue to  
4 pay two mortgages for three years. So I had to  
5 get moving.

6 So I said, "Let's approve what we can  
7 approve, and we'll put in for the variance and  
8 try to get, you know, what we wanted from the  
9 beginning," but it was submitted entirely and  
10 approved entirely. I want to say it was in  
11 2014.

12 CHAIRPERSON OTERO: Mr. Alos, just to make  
13 sure we have a clean record, you have provided  
14 the Board an exhibit consisting of --

15 MR. ALOS: 15.

16 CHAIRPERSON OTERO: -- 15 pages, which we  
17 will call, for the purposes of today's meeting,  
18 as Exhibit 1.

19 Could you please explain, for the record,  
20 what you intend for this exhibit to show? This  
21 is Exhibit 1, 15 pages. The cover page is  
22 Google Earth, 4635 Granada. Can you explain  
23 what the rest of the exhibit is?

24 MR. ALOS: I'm going to move my  
25 presentation to the harmonious application of

1 the literal 35-foot setback. In doing so, I'm  
2 going to use this exhibit that I provided to  
3 the Board Members, to show an aerial of an  
4 untold amount of homes, up and down the Gables  
5 Waterway, that unequivocally do not meet the  
6 literal 35-foot standard.

7 So when I'm going to be arguing to this  
8 Board, respectfully, at the end to hopefully  
9 grant our two variances, I would make the  
10 argument that if Mr. Cornide was to be granted  
11 a variance, it would not be unharmonious, it  
12 would not be in contradiction to what is  
13 happening up and down the waterway.

14 Notwithstanding that, my position is that  
15 these homes that I'm going to show in these  
16 aerials do not have the unique and  
17 extraordinary circumstances of Mr. Cornide's  
18 home. So this is almost like pictures show and  
19 tell back in the first or second grade.

20 The pictures paint a thousand words.  
21 There's not much that I can add to it. If you  
22 look on Page 1, it's off of Geronimo. If you  
23 look at the white house, which is the second  
24 from the bottom on the right side, the pool  
25 area with the little deck, you can see right

1           there, there's no way that that pool area,  
2           notwithstanding the fact that it can be five  
3           feet with the pool deck around it, is not five  
4           feet from the water line.

5           CHAIRPERSON OTERO: Mr. Alos, I'm curious,  
6           on this exhibit, which you're going to show us,  
7           I'm sure, what appears to be inconsistent  
8           applications of the rule we're discussing  
9           today.

10          MR. ALOS: That is correct. Very well stated.

11          CHAIRPERSON OTERO: That's what you will  
12          argue today.

13          MR. ALOS: Yes.

14          CHAIRPERSON OTERO: Before you argue that  
15          today, have you gone through each one of these  
16          and looked at the history that perhaps they  
17          pre-existed the Code?

18          MR. ALOS: No, sir. For these particular  
19          lots?

20          CHAIRPERSON OTERO: Yes.

21          MR. ALSO: No, and there's a reason why.

22          CHAIRPERSON OTERO: And what would that  
23          reason be?

24          MR. ALOS: It doesn't really matter. I  
25          will tell you why, a de facto doesn't matter.

1 It's funny you should say that, because I had  
2 this discussion with them, if they received a  
3 variance, then I think it would only be  
4 precedent -- basically, because I did try to go  
5 for lots that were, quote, unquote, a square or  
6 a shoe box, like I call them.

7 If they received a variance, good for us,  
8 precedent that I can show. If they didn't  
9 receive a variance, good for us, because I can  
10 show that if Mr. Cornide does get the variance,  
11 it's not unharmonious with the rest of the  
12 waterway.

13 So it was almost for me a reverse Catch 22.  
14 I felt, either way, they both bolstered my  
15 argument.

16 MR. SOTELO: If they received the  
17 variances, this would make your argument much  
18 easier.

19 MR. ALOS: Exactly. It would set  
20 precedence for me.

21 CHAIRPERSON OTERO: I'm trying to find  
22 facts, and that's why I asked you, on this  
23 exhibit which you took the time to prepare and  
24 present, other than overhead Google Earth  
25 pictures, did you do any further research to

1 help us?

2 MR. CORNIDE: Can I interject something, if  
3 I may? That particular house that we're  
4 talking about is my rear set neighbor and they  
5 just --

6 CHAIRPERSON OTERO: To be clear, you're  
7 talking about the house on Geronimo on Page 1  
8 of this exhibit?

9 MR. CORNIDE: Yes, the house on Geronimo  
10 with the gray roof on Page 1 of this exhibit.  
11 That particular house completed construction,  
12 actually, if memory serves, roughly about  
13 October or November of last year.

14 So it's a fairly new house. So whatever --  
15 and, again, I'm not (sic) a lay person, so --

16 CHAIRPERSON OTERO: I understand. Is there  
17 any gazebo in this house?

18 MR. CORNIDE: There's not a gazebo.

19 CHAIRPERSON OTERO: Okay.

20 MR. HIDALGO: So I guess the argument would  
21 be for the pool deck only, in this particular  
22 case.

23 MR. CORNIDE: Right.

24 MR. ALOS: No, sir, because the statute, as  
25 it's written now, does not differentiate

1           between a gazebo, which is a non-living  
2           structure, which was actually the original  
3           intent of the statute back in 1950 something,  
4           which I brought a copy of, the original intent  
5           was not -- for non-living structures. Now it's  
6           all structures, so a gazebo would be included,  
7           whereas in 1951 or '52, the gazebo would not be  
8           included in the 35-foot setback.

9           In fact, some of the areas of Coral Gables  
10          that have been annexed now will have the  
11          auxiliary structures to be seven and a half  
12          feet, and it makes sense.

13          CHAIRPERSON OTERO: We're going off track  
14          now.

15          In this case, Mr. Hidalgo's question was,  
16          there is no gazebo, so if there was an  
17          exception to the rule, it was related to the  
18          deck?

19          MR. CORNIDE: That is correct.

20          MR. ALOS: In this particular case.

21          CHAIRPERSON OTERO: Okay.

22          MR. ALOS: But, remember, the acid test is  
23          harmonious. Harmonious, by its very nature,  
24          you have to start comparing other properties  
25          along the waterway to determine whether there's

1 harmony. So the only way I know how to do  
2 that, and I welcome the more direct questions,  
3 is to show all of the other properties on the  
4 waterway that do not meet the literal 35-foot  
5 setback.

6 So my argument would be simple, the  
7 approval of the application for the variance  
8 would not be unharmonious with the rest of the  
9 waterway.

10 Again, I can go just up and down these 15  
11 pages and show a plethora, untold amount of  
12 homes that do not meet the --

13 MR. SOTELO: I think what the Chair was  
14 saying before, we are just seeing these  
15 pictures and we don't have any factual  
16 documentation that's going to be --

17 CHAIRPERSON OTERO: And I don't disagree  
18 with --

19 MR. THOMPSON: I would like to follow-up.

20 CHAIRPERSON OTERO: I guess my question is,  
21 the harmony concept is one of the seven  
22 criteria.

23 MR. ALOS: Correct.

24 CHAIRPERSON OTERO: I think you made your  
25 point on the harmony.

1 MR. ALOS: Fair enough.

2 CHAIRPERSON OTERO: I mean, I think you've  
3 made a good argument on the harmony, assuming  
4 all of these are what they purport to be.

5 MR ALOS: I would be more than happy to  
6 move to the next argument then.

7 MR. THOMPSON: Mr. Chairman, can I ask some  
8 questions, because I'm not sure where this  
9 hearing is going?

10 First, I look at this picture of the lot,  
11 and what we've seen up there in the screen,  
12 that's an irregularly sized lot. It's not  
13 rectangular. It's difficult to plan anything  
14 on this piece of property. Although it is a  
15 big piece of property, they are entitled, by  
16 the Zoning Code, to put a proper improvement on  
17 the property under the FAR regulations.

18 So whoever built this house was trying to  
19 build the best house they could, and what's  
20 that, and that's going to be a house that faces  
21 Granada, because that's the main street.  
22 That's prestigious street to face, so the house  
23 faces Granada.

24 If you look at the photographs and the  
25 pictures, that leaves you with a huge

1 triangular area backyard. I've never seen a  
2 backyard like this. If that isn't a hardship,  
3 I don't know what is, and they're faced with  
4 either putting a gazebo and a deck within  
5 that -- outside of that 35 feet, which is right  
6 up against the house, which would leave them  
7 with a triangularly piece of property to the  
8 rear of that that is useless.

9 I suppose what they could do would be to  
10 put up a bunch of palms and hide everybody's  
11 view from the whole mess, which would be kind  
12 of silly itself, but if you look at the  
13 photographs -- again, I walked the property.  
14 The property immediately to the north, the  
15 objector, has a boat slip built in, in the old  
16 days, when you could do that, and if you look  
17 at the rest of the property in this photograph,  
18 you'll see that there's serious foliage and  
19 trees and you can only see a portion of the  
20 rear part of his house, which is probably a  
21 bedroom.

22 I see nothing in the use of the property to  
23 the north that has anything to do with the  
24 aesthetics of what is being suggested by the  
25 applicant. In other words, they're not even

1 going to see it.

2 If you look to the south property, at the  
3 tip of the triangle, there's serious foliage  
4 there hiding the property -- the house to the  
5 south from all of this triangular backyard.

6 So I really fail to see how the property to  
7 the south is affected by the improvements being  
8 suggested.

9 Immediately across the canal is a house  
10 with a pool right up to the water, and they're  
11 the only ones that are going to see, really,  
12 what is being constructed at this house, and I  
13 don't see them looking at a gazebo as being a  
14 negative factor to that house.

15 CHAIRPERSON OTERO: Okay. And we'll  
16 address that --

17 MR. THOMPSON: Let me finish.

18 Directly to the south of the house across  
19 the street -- across the canal, you can see in  
20 the picture, there's serious mangrove  
21 development, and that house can't see anything  
22 across to this house being developed.

23 The sum total of this is that there's no  
24 effect -- or adverse effect that this gazebo  
25 and deck would have on any of the surrounding

1 properties.

2 If you look at the canal, the canal kind of  
3 bends there, but my view is, this is a hardship  
4 case, and if you made this applicant develop  
5 within the 35-foot -- outside of the 35 foot  
6 setback, it would leave them with a rather ugly  
7 piece of property.

8 CHAIRPERSON OTERO: Yes, Mr. Galvez.

9 MR. GALVEZ: One question first for Ms.  
10 Gonzalez. What is the reasoning for allowing  
11 the pool to go into the 35-foot and not the  
12 deck? I just find that kind of odd.

13 MS. GONZALEZ: Pools are allowed within the  
14 35 setback area. That's why you will see pools  
15 all along the waterway. Decks are allowed to  
16 be surrounding, to have a walkway path around,  
17 so that they wouldn't have to step onto the  
18 grass. That was the intent of allowing some  
19 decks, not a large majority of decks, to be  
20 within the required setback area.

21 If he didn't have a pool, we would not  
22 allow a deck in the rear setback area.

23 MR. GALVEZ: So technically the deck should  
24 be allowed?

25 MS. GONZALEZ: No. We allow a five-foot

1 walkway surrounding the pool.

2 MR. GALVEZ: Again, my question is not -- I  
3 understand that that's the way the variance is  
4 written -- or the Code is written. Why is it  
5 written that way? Why would you allow a pool  
6 and not a deck? That's my question.

7 CHAIRPERSON OTERO: Why don't we do this,  
8 why don't we allow -- we're lucky to have the  
9 City Attorney with us today, and I'm sure he  
10 wants to say a few words.

11 MR. LEEN: Thank you, Mr. Chair.

12 What I wanted to say was, this case came to  
13 my attention maybe six months to a year ago,  
14 when we received an application for basically  
15 an interpretation of the Code related to the  
16 waterway, and the way it came up was, there was  
17 a request that the setback be measured from the  
18 middle of the waterway, and the Applicant and  
19 his counsel had raised this issue, saying that  
20 there were other properties where it had been  
21 measured from the waterway and so I wanted to  
22 look into that.

23 Now, in this particular case, they  
24 didn't -- the Deed, at least, indicated that  
25 they did not own to the middle of the waterway.

1 They indicated to me that that was a mistake in  
2 the Deed, and they could have it reformed.

3 So for purposes of the analysis, I assumed  
4 that that was true. From a planning  
5 perspective, it really shouldn't matter whether  
6 they own to the middle of the waterway or not,  
7 it should matter because what ends up really  
8 mattering is where is it on the property, where  
9 does the improvement go, because that's what  
10 people see. They don't know whether you own to  
11 the middle of the waterway or not.

12 My thinking as the City Attorney was that  
13 we wouldn't want the setback to be measured  
14 from the middle of the waterway, generally,  
15 because the waterway could be large, it could  
16 be small, and you could have improvements and  
17 buildings right up to the water line. So I was  
18 concerned about it.

19 I actually hired outside counsel to take a  
20 look at it, as well. It was my understanding,  
21 and Ms. Gonzalez informed me that she was aware  
22 of one property where it was measured from the  
23 waterway -- the middle of the waterway. My  
24 recollection was, I believe I saw an e-mail or  
25 an interpretation from a while ago, which did

1 apply the middle of the waterway analysis, and  
2 I think we changed -- it's my recollection, and  
3 I -- either verbally or in writing, I think I  
4 told you six to eight months ago that we should  
5 not measure from the middle of the waterway any  
6 longer, and Special Counsel had the same view,  
7 that going forward we should just not measure  
8 from the middle of the waterway, even if the  
9 property is owned.

10 The water is a navigable waterway. It's  
11 meant for passage, it's not meant to be  
12 someone's property, and so that was my opinion  
13 at the time. However, in looking at this, I  
14 was concerned that there appeared to be at  
15 least -- she knows of at least one occasion, I  
16 thought that there were more, of situations  
17 where the property was -- where the setback was  
18 measured from the middle of the waterway.

19 Normally, when I give a new interpretation,  
20 I don't apply it to the same case, like this  
21 case, for example, because that would be  
22 unfair, it applies to future cases.

23 So we told them, if they were going to go  
24 to the Board of Adjustment anyway, and I told  
25 them -- while this is an issue that should be

1 raised before the Board of Adjustment, I'm here  
2 to make you aware of it. Ultimately, I think  
3 that you should look at this case on its  
4 merits.

5 I did have one other thing. Mr. Thompson,  
6 you did visit the site?

7 MR. THOMPSON: Yes, I did.

8 MR. LEEN: I need to ask you then, has  
9 visiting the site affected your ability to be  
10 fair in this proceeding?

11 MR. THOMPSON: No, it's enhanced it. It's  
12 helped me understand it better.

13 MR. LEEN: Okay. I just wanted to check --

14 CHAIRPERSON OTERO: We covered that, Craig.  
15 We covered that.

16 MR. LEEN: You're okay with that?

17 Thank you, Mr. Thompson.

18 Generally what I would ask is, if you're  
19 going to do a site visit, which is not  
20 recommended by attorneys, generally, I'm open  
21 to it, but it's just important that you let me  
22 know, so that I can let the other side know,  
23 and so each of you can go and then we can  
24 document it, but thank you for documenting it  
25 on the record. That's really what's important,

1 and then the area of principal importance is  
2 that it doesn't affect your judgment in the  
3 matter.

4 MR. SOTELO: My one question was, because I  
5 didn't have the privilege of being on-site, we  
6 have a letter from the folks to the north,  
7 correct, that are opposed to this being  
8 approved, and you mentioned the foliage which  
9 is already impeding their view, which I'm  
10 assuming is the reason why -- how high was that  
11 foliage?

12 MR. THOMPSON: It went to roof height.  
13 Roof height.

14 MR. SOTELO: Roof height, basically  
15 parallel where the gazebo would be --

16 MR. THOMPSON: Yeah. I stood there and I  
17 looked and I could barely see the corner of the  
18 house.

19 CHAIRPERSON OTERO: Okay. I'd like to stay  
20 somewhat on track, because I know Mr. Cornide  
21 has to catch the big bird.

22 MR. GALVEZ: I'm sorry, I never got my  
23 questions and points acknowledged or discussed.

24 Again, it goes to the spirit of this Code.  
25 What are we trying to prevent? Who are we

1 protecting? Why should a pool go into the  
2 setback, you know, over 20 feet and the deck  
3 not be allowed, and then a gazebo -- I just  
4 want to understand what we're doing as a Board  
5 for our City, and that's the most important  
6 thing that we're doing here today.

7 We allow variances based on different  
8 things. There's obviously a hardship on this  
9 property. There's no question, I think, that  
10 there is a hardship. It's an odd shaped  
11 property. The Colonel made a very good point  
12 that -- again, what are we trying to accomplish  
13 here? I think that's the most important thing.

14 MR. LEEN: If I can.

15 CHAIRPERSON OTERO: Yes, if you could  
16 respond to the issue of the pool versus the  
17 deck, also.

18 MR. LEEN: Normally these are Legislative  
19 judgments, whether you could allow the pool,  
20 whether you would consider the deck or not;  
21 however, it's your ability to grant these  
22 exceptions to the Code, essentially, based on  
23 the hardship here.

24 I do think you can consider the fact that  
25 the pool goes into the setback. I think you

1 can consider that in determining what else  
2 should go on the property, because even though  
3 there's no Legislative judgment that that's  
4 permissible, there's still a harm that's caused  
5 to adjoining properties whenever something goes  
6 into the setback.

7 It doesn't mean that you would normally  
8 allow something else in the setback, but in  
9 determining what the harm is for allowing  
10 something else into the setback, in balancing  
11 the equities, it's called, and determining the  
12 benefits and the verbiage of what you're doing,  
13 you can consider the fact that there's  
14 something in the setback.

15 MR. THOMPSON: I want to point out that  
16 this property did have a pool adjacent to the  
17 waterway, and within the setback, five feet  
18 from the waterway, it's been demolished, and I  
19 asked the same question myself, how could this  
20 property possibly use a pool, up by the  
21 waterway, and leave all of that other vacant  
22 property behind the house in the open?

23 The pool, without a deck, isn't a pool.

24 MR. SOTELO: I think that's why there's two  
25 variances being requested, one for the gazebo

1 and one for the deck.

2 MR. THOMPSON: Exactly. I think it's  
3 either two or nothing.

4 MS. GONZALEZ: Mr. Galvez, I'd like to  
5 finish responding to your questions and your  
6 concern regarding, I think, the gazebo. The  
7 rear setback, especially on the waterway, is to  
8 maintain a clear site and vision from the  
9 neighbors, and to maintain that waterway.

10 A pool, obviously, in fact, would not  
11 impede the vision of the waterway view, and if  
12 we can get this PowerPoint presentation fixed,  
13 there's a direct slide, which is the neighbor  
14 that has submitted an objection, which is the  
15 one that is directly affected from the north  
16 looking southeast.

17 So in response of why are structures not  
18 allowed, it's to maintain that clear vision of  
19 the waterway. The pool is not obstructing your  
20 view of the waterway, a deck would not, either;  
21 however, the gazebo or a cabana or anything of  
22 that nature, such as a building, would obstruct  
23 your vision.

24 MR. GALVEZ: But it doesn't apply to trees?

25 MS. GONZALEZ: Trees can be removed. Trees

1 die.

2 MR. GALVEZ: But trees can be planted there  
3 and obstruct the view?

4 MS. GONZALEZ: Trees can be planted and  
5 then grow and then sometimes they're removed.

6 MR. GALVEZ: Again, I'm most looking for  
7 the spirit. I'm trying to look for who we're  
8 trying to take care, and we've been here for  
9 many years discussing these things at length,  
10 and that's the most important thing, is that we  
11 do uphold the spirit of what was trying to be  
12 accomplished. That's the reason for my  
13 question.

14 MR. THOMPSON: Exactly. If you look at  
15 that property to the north, the pool, by this  
16 photograph, is in the extreme northern end of  
17 that property. There must be 75 to 100 feet  
18 from that pool to the boat slip that they have,  
19 and that's what I saw. So there's no use to  
20 that property, on the southeast corner of it,  
21 that's used by this neighbor, so his view is  
22 not being affected at all.

23 CHAIRPERSON OTERO: I'd like to follow-up  
24 on the waterway, just to make sure we're on the  
25 right track. If we have a 35-foot setback, and

1           you have a hundred foot of waterway, it's silly  
2           to say you measure from the middle of the  
3           waterway, correct?

4           MR. LEEN: Yes. That was my view.

5           CHAIRPERSON OTERO: I thought it was  
6           earlier point. So what is the City's view as  
7           to where to measure the 35 feet from in this  
8           particular case?

9           MR. LEEN: Well, that's a little  
10          complicated. In the general case, we would say  
11          from the water line -- from the shore line,  
12          and, really, the average shore line, where it  
13          is now.

14          CHAIRPERSON OTERO: Would that be from the  
15          legal description? They own, this is a lot, a  
16          plat piece of property. They have a Deed and  
17          they have their title policy. If the title  
18          policy insures them for any part of the  
19          waterway, that's one thing. That's not the  
20          impression I had.

21          I think his title policy insures him for  
22          the lot, block, not any waterway. In fact,  
23          most policies exclude --

24          MS. GONZALEZ: I'd like to add to that. We  
25          have not received any information, as Mr. Leen

1 said, that they own any portion of the  
2 waterway. This property actually was platted  
3 somewhat towards -- and I can't bring it up on  
4 the screen -- a little bit less than what they  
5 have, and then the City gave them a portion of  
6 land, not any portion of the waterway.

7 And in addition to your question, the  
8 setback is taken from the bank of the  
9 waterway -- from the bank of the waterway, not  
10 from the middle of the waterway, but from the  
11 bank of waterway, consistently, for the last 30  
12 years that I've been here.

13 MR. THOMPSON: Most of the properties along  
14 the waterways, the waterways were not dredged  
15 to the complete width by the developer,  
16 Merrick, in the early days. There's only a few  
17 places where the waterway was completed. I'm  
18 not sure where this is, but the waterway that  
19 I'm familiar with, bordering on Alfonso and  
20 South Alhambra, there's a 15-foot easement  
21 behind all of those houses for the waterway to  
22 be completed to its regular width. There may  
23 be a similar easement here.

24 So from the edge of the waterway -- of  
25 course, they couldn't do it today, if they ever

1 finished the waterway, you would be 35 feet --  
2 I don't know, maybe 50 feet back instead of 35.

3 MR. LEEN: When I looked at the issue, I  
4 thought it was a little more confusing as to  
5 how we had treated it in the past. I can go  
6 look through my records, but I do recall, when  
7 I had Special Counsel look at it, there was  
8 some internal disagreement about where it was  
9 measured from, although I believe Ms. Gonzalez  
10 that she -- if she says that she's applied it a  
11 certain way, I'm sure she has. It doesn't mean  
12 everyone has done the same thing, though.

13 That was my recollection, that there was at  
14 least a question about it, but the bigger  
15 question is, I don't think it matters whether  
16 they own to the middle of the waterway or not.  
17 That only matters if it's vacated, the  
18 waterway. They would then own up to the middle  
19 of the waterway, if we vacated the waterway,  
20 essentially, and removed the waterway.

21 For all practical purposes, there's no  
22 difference between someone who owns to the  
23 middle of the waterway or doesn't, except  
24 potentially for tax reasons, and even that, my  
25 understanding is that there's no taxable value

1 to that portion of the waterway.

2 I'm not a tax lawyer, so I don't want to be  
3 quoted, but for practical purposes, it  
4 shouldn't make a difference, if we have measure  
5 to the middle of the waterway, whether they own  
6 it. In my opinion, we shouldn't measure to the  
7 middle of the waterway if they don't own it.  
8 You should treat all of the properties the  
9 same.

10 CHAIRPERSON OTERO: So we can conclude that  
11 it is being measured from the bank, but we  
12 could perhaps consider that it hasn't always  
13 been done that way?

14 MR. LEEN: Yes, and there's at least one  
15 property Ms. Gonzalez knows about where it  
16 hasn't.

17 CHAIRPERSON OTERO: Okay. Thank you.

18 What I'd like to do is to proceed, because  
19 I know you have to leave, and I'll leave this  
20 up to you. I know there's a letter of  
21 objection. There may be people here to object.  
22 Would you like to reserve some time, listen to  
23 their objection, and perhaps have a chance to  
24 rebut while you're still here or finish your  
25 presentation?

1 MR. CORNIDE: It really is of no  
2 consequence to me. I planned, that's why I  
3 asked --

4 CHAIRPERSON OTERO: I'm trying to be fair  
5 to you.

6 MR. CORNIDE: I appreciate that.

7 MR. ALOS: Do we have any objections or  
8 not?

9 CHAIRPERSON OTERO: Is there anybody here  
10 that will be speaking in favor of the  
11 application?

12 Anybody here speaking in opposition to the  
13 application?

14 I would like to recognize Ms. Thompson, a  
15 Former Mayor, who is here today.

16 MS. THOMPSON: I'm just observing.

17 CHAIRPERSON OTERO: I understand. Nice to  
18 have you here.

19 Mr. Alos, why don't you proceed then?

20 MR. ALOS: I'm going to try to be less than  
21 five minutes, because I'd like to try to finish  
22 before he has to leave.

23 I'm going to address the last two arguments  
24 in descending order. With regard to the  
25 objection from the neighbor to the north, I'm

1 aghast --

2 CHAIRPERSON OTERO: Excuse me one second.

3 Sir, if you would like to speak before you  
4 go --

5 MR. SKINNER: I'm just running outside.  
6 I'll be right back.

7 CHAIRPERSON OTERO: Okay.

8 MR. SOTELO: I just want to ask, before we  
9 get into that, because to me this is a very  
10 important topic --

11 MR. ALOS: Sure.

12 MR. SOTELO: The neighbor has not given us  
13 a reason as to why they're objecting to it in  
14 this. They have not talked about whether it's  
15 impeding their view. Ms. Gonzalez, do you know  
16 of any reason, other than what's in this  
17 letter, as to why?

18 MS. GONZALEZ: Yes. The neighbor expressed  
19 to me verbally on Friday, when she viewed the  
20 plans, that it was because of the pool.

21 MR. ALOS: To your point, like I said, I  
22 don't know if that counts against the five  
23 minutes, but to your point, I'm surprised and  
24 aghast that the neighbor is now, at this  
25 juncture, at this late hour, in the ninth hour,

1 giving this objection.

2 I can tell you right now, since I live on  
3 the waterway, and before Leo moved down to the  
4 water, and I saw what he was doing, and I said,  
5 "Leo, make sure you go to the neighbor to the  
6 north and to the south. Show them the plans.  
7 Tell them what you're doing. You need to make  
8 sure they're on the same page."

9 I can tell you right now, I can take  
10 testimony from Leo if need be, we went to that  
11 neighbor on the north, we gave him the  
12 architectural plans. My understanding is that  
13 he's an architect and his wife is an architect.  
14 We went over the plans with them. He reviewed  
15 the plans. He said, "Okay, you know what, I'd  
16 really like to see a model."

17 Okay. Leo went with his architect, his  
18 contractor, and they put stakes in the ground.  
19 Look to the extent to which we went to appease  
20 this gentleman. So we actually put stakes in  
21 the ground, we did like a mock gazebo, with a  
22 mock paver, and -- I don't know what more we  
23 could have given him.

24 We didn't hear anything in an objective --  
25 an objectionable form thereafter.

1           MR. CORNIDE: I did the same thing with  
2           every neighbor in the surrounding area. I  
3           contacted them and said, "Look, I want to know  
4           what your feelings are," and, quite honestly,  
5           this particular neighbor came out and said,  
6           "Look, no matter what happens, I won't put a  
7           negative opinion in, no matter what happens.  
8           If I don't agree with what's going on, I'll at  
9           least stay silent," and he didn't keep his  
10          word, obviously.

11                 If my neighbor from across the canal would  
12          have asked me for something, I would have done  
13          it, you know, whatever. Obviously I don't want  
14          to move into a neighborhood and make enemies.  
15          That's not what this --

16                 CHAIRPERSON OTERO: Okay. Let's go --

17                 MR. ALOS: I'll reserve two and a half  
18          minutes.

19                 MR. CORNIDE: I took 30 seconds from him.

20                 MR. ALOS: So we bent over backwards to  
21          appease this gentleman, so for him to now, at  
22          the ninth hour, be giving this set of  
23          objection, whereas other people, I have letters  
24          that they said that they were in support to it  
25          and they sent it to us in a timely fashion, for

1 it to appear now, at this hearing --

2 MR. SOTELO: Well, they met the  
3 responsibility to make sure it was here for  
4 this hearing, so --

5 MR. ALOS: That's not what I'm saying.  
6 This is someone who we've specifically been  
7 talking to.

8 And, then, as to Mr. Leen's point, this is  
9 all I'm going to say, the legal description of  
10 this chain of title, going back to Christopher  
11 Columbus, because I went before computer time,  
12 in the files, 1974 -- we actually went all of  
13 the way back, and one of the Deeds says, "All  
14 of the canal right-away, the line between the  
15 existing banks of the canal and the center of  
16 the canal being adjacent to the below described  
17 real property, and Lots 4 and 5" -- I can  
18 provide the Board, maybe post this hearing,  
19 several Deeds in this chain of title that do  
20 have the legal description.

21 Mr. Leen is correct, we did meet and we  
22 kind of left it in limbo, in that he was going  
23 to go ahead and try to pursue the case a little  
24 further. So we never got to the point where we  
25 were actually submitting exhibits or proof or

1           whatever the case is.

2           I would just say, we have a 1957 Deed from  
3           the City of Coral Gables to all of the property  
4           owners on the waterway that basically grants  
5           the entire waterway, and I think it's a very  
6           peculiar language, and it always says -- it  
7           grants the whole waterway as it is dug at the  
8           time, and to Mr. Thompson's point, I think  
9           that's probably what's caused a little bit of  
10          confusion, maybe the waterway, at one point in  
11          time, it was dredged to be ten feet, and then  
12          as it continued to be dredged, it went to  
13          twenty feet.

14          So the only thing I can conclude is that at  
15          one point in time the property line was further  
16          in. As the dredging kept happening, it kept  
17          eating, so hence the benefit of having the  
18          setback to be counted from the middle of the  
19          waterway, which specifically is in this Deed.

20          CHAIRPERSON OTERO: You understand that we  
21          discussed this and you understand if I have a  
22          100-foot long waterway, the argument makes no  
23          sense?

24          MR. ALOS: Well, you know, I can't resist  
25          the opportunity to use your words that you used

1 against me earlier, and say, "Let's be fact  
2 specific."

3 CHAIRPERSON OTERO: I know, but what I'm  
4 saying is, we'll take that into consideration,  
5 but I think the title to this property may or  
6 may not be relevant. We don't have anything  
7 before us as to what he owns -- as to what he  
8 owns, but let's say it's not relevant right  
9 now, because the City's position and the  
10 interpretation of the Code as to this property  
11 is measurement from the bank.

12 So let's proceed. We've heard --

13 MR. ALOS: Okay. Then I would just note,  
14 for the record, that I vehemently object with  
15 the City's position. They can't just  
16 arbitrarily say --

17 CHAIRPERSON OTERO: The objection is noted.

18 MR. ALOS: -- "We'll just disregard" --  
19 and, in fact, Vivian de las Cuevas, which was  
20 the attorney that was retained by the City,  
21 herself stated, "As you mentioned to me, it  
22 seems there have been homes that have been  
23 built, but took the measurements of the setback  
24 to include the portion of the property."

25 (Simultaneous speaking.)

1           CHAIRPERSON OTERO: Which was what --

2           MR. CORNIDE: I just want to take two  
3 seconds, maybe five.

4           Look, all I'm asking the Board Members to  
5 take into account is common sense, guys. If  
6 you look at -- let's say, for the sake of  
7 argument, that the property line starts at the  
8 center of the canal -- at the bank of the  
9 canal, if you go 35 feet in -- and, for the  
10 record, there's argument that the -- there's  
11 facts in the Deeds and stuff like that, that  
12 the City gave us some property in the back,  
13 because at one point the platted line was  
14 actually -- I think it was even further, and  
15 Elizabeth Gonzalez stated that.

16           Ms. Gonzalez stated that. So the point  
17 that I'm trying to make is, it doesn't make  
18 sense -- I mean, it doesn't make sense to me.  
19 I don't know if it's a valid argument --

20           MR. SOTELO: I don't know if it's about  
21 common sense, but it's also, whatever we decide  
22 here can potentially set precedent for the --

23           MR. CORNIDE: I understand.

24           CHAIRPERSON OTERO: Let's proceed.

25           MR. ALOS: I'll finish. I'd just ask that

1           you consider everything like a big Jambalaya  
2           soup, in its totally, between the shape of the  
3           lot, that it's abutted by the two streets, the  
4           fact that apparently due to the package that I  
5           provided to you all with, that it won't be  
6           determined unharmoniously with what other  
7           people are doing that don't have the odd shape,  
8           and the fact that I put on the record that I  
9           still don't agree that the property line should  
10          be taken from the actual water line, but from  
11          the middle of the property, but in the  
12          totality -- in the whole Jambalaya soup, I  
13          respectfully request that you grant the two  
14          variances, one for the gazebo and one for the  
15          pavers, and I do appreciate your time.

16                   CHAIRPERSON OTERO: Thank you very much.

17                   Anyone here to speak in favor please step  
18                   up.

19                   Thank you for your patience. If you could  
20                   write your name and speak clearly into the  
21                   microphone -- your name and address, please,  
22                   and state your name for the record.

23                   MR. SKINNER: Good morning. My name is  
24                   James Skinner. I live at 746 Geronimo Drive  
25                   here in Coral Gables. I have been a resident

1 of Coral Gables for almost 18 years, and for  
2 almost 14 of those 18 years, I have lived on  
3 the waterway, in fact, just around the corner  
4 from the property in question here.

5 For the purposes of full disclosure, I've  
6 known Mr. Thompson for almost 18 years;  
7 however, until I walked into Chambers this  
8 morning, I did not know he was on the Board,  
9 and I have never discussed with him in prior  
10 conversations the idea that I would be  
11 appearing here today, so probably my appearance  
12 here is as much of a surprise to him as it is  
13 me seeing him here.

14 I'd like to just give the Board this  
15 information. I too have looked at the  
16 property, with the aerial views that are  
17 available on the internet. Like Mr. Thompson,  
18 although he wasn't there at the time, I have  
19 physically walked the property while the  
20 construction people are working on it, and I  
21 traveled by or traversed by on the waterway,  
22 both, in powered and non-powered boats, looking  
23 not only at this property, but all of the other  
24 properties around there, and I have some  
25 observations and information just to give you

1 in regards to this.

2 First of all, I know there's a 35-foot  
3 setback from the water to property structures.  
4 In fact, the house that I live in, which was  
5 built in the 1950s, there's less than 35 feet  
6 from the rear of the house to the waterway.

7 I know, in my traversing the waterways,  
8 that I have seen other residences that do, in  
9 fact, have gazebos on them. My observation,  
10 when I saw them, was that they looked to me to  
11 be less than 35 feet from the water; however, I  
12 did not get out of the boat I was on and get  
13 out and take a tape measurer and measure those,  
14 but there were some of them that I did see on  
15 the waterway that did appear to be less than 35  
16 feet.

17 I don't recall seeing any of them that I  
18 thought were offensive in appearance. They all  
19 looked very functional. In fact, the purpose  
20 of a gazebo, I always thought, is for, One, to  
21 allow the homeowner to enjoy their property  
22 outdoors, and the other one is for the  
23 aesthetic appearance that it gives the  
24 homeowner, and, of course, the people going by.

25 Because of the setback that we have on our

1 house, a gazebo could not be placed anywhere  
2 near the water, and, in fact, what we've had to  
3 resort to is to two free-standing offset  
4 umbrellas. They do provide some protection  
5 from the sun so we can enjoy the outdoors.  
6 They, however, do not have the stability that a  
7 gazebo has.

8 If the winds reach three to five miles an  
9 hour, we have to lower them, otherwise the wind  
10 will take them over, and on more than one  
11 occasion the wind has actually taken them over.  
12 So a gazebo is far more desirable for you to  
13 enjoy the outdoors of your home if you live on  
14 the water.

15 There are two things that I would submit to  
16 this Board, which you have no control over,  
17 that really impact more than anything else  
18 someone's enjoyment of the water and also  
19 enjoying the houses as you traverse the  
20 waterway, and Mr. Thompson alluded to one of  
21 them.

22 One of those is the foliage. People allow  
23 foliage to grow up and it blocks your view and  
24 it blocks their view, too. I believe  
25 Mr. Thompson told you that the foliage blocks

1 the view of the people from the north, so their  
2 concern is for a view that they already don't  
3 have, because they have allowed the foliage to  
4 block it, if, in fact, that's the case.

5 I know that's the case of my neighbors on  
6 either side of our property, because they have  
7 both allowed the foliage to grow, which blocks  
8 the view to the side. So that's something, of  
9 course, the Board has no control over.

10 And the second thing is, the neatness, the  
11 appearance, the way people maintain their  
12 property, and, again, this is just my  
13 recollection, but the properties I have seen  
14 where people have gazebos, by and large, they  
15 all do an excellent job of maintaining the  
16 property, so it's visually attractive to look  
17 at, versus some properties that people really  
18 don't maintain, and it's pretty disappointing  
19 from the view of the waterway.

20 So in summing up all of those observations  
21 for this Board, as somebody who has lived on  
22 the water for almost 14 years in Coral Gables,  
23 I support this. I recognize the hardship he's  
24 reporting to the Board, but I do support the  
25 recommendation for the variances to this

1 property.

2 CHAIRPERSON OTERO: Thank you, Mr. Skinner.

3 Is there anyone else present that would  
4 like to speak for or against the application?

5 Let the record show no one has.

6 MR. THOMPSON: Mr. Chairman, is the  
7 discussion closed of the public?

8 CHAIRPERSON OTERO: Yeah, the public  
9 hearing is now closed. I have a couple of  
10 questions for Mr. Leen again.

11 There are seven or eight elements required  
12 to be met before a variance is granted by the  
13 definition of a hardship. The applicability of  
14 each element really is quite subjective, even  
15 though they're written somewhat objective.

16 MR. LEEN: Yes.

17 CHAIRPERSON OTERO: I don't recall, but  
18 does this Board need to find all eight are met  
19 or the majority of these are met of these eight  
20 elements?

21 MR. THOMPSON: Seven of the eight.

22 MR. LEEN: My view is that you read them  
23 all together, and that you find that they're  
24 present. You don't need to make a specific  
25 finding as to each eight, but all eight are

1           supposed to be generally present, but you can  
2           read them in a totality, so there could be more  
3           of one and less of another, but they should all  
4           be there in some way. That's the way I view  
5           it.

6           CHAIRPERSON OTERO: Thank you.

7           One of these states, and there's seems to  
8           be a factual dispute regarding the consistent  
9           application. On Number 4, Staff says, "The  
10          Zoning Code requires setback distances are  
11          consistently applied throughout the City."

12          Mr. Alos has presented an exhibit that  
13          seems to indicate that there are some  
14          structures built closer to the 35-foot setback  
15          than -- and I'd just like clarification on  
16          that, because we are trying to be somewhat  
17          consistent, and we are trying to be -- not just  
18          consistent with the law, but consistent with  
19          what the City and what the neighbors want.

20          Is there a discrepancy -- a factual  
21          discrepancy between what is written and  
22          Mr. Alos' exhibit regarding Number 4?

23          I guess I'm asking Liz or -- because that  
24          confuses me.

25          MR. LEEN: I can give you my perspective.

1           There's two different ways to look at it,  
2           factually what's on the ground, and you're  
3           going to see a lot of different things along  
4           the waterway and there's going to be a lot of  
5           non-conforming structures along the waterway.  
6           In my opinion, you can consider that in trying  
7           to be fair here and treat people equally, but  
8           you have to leave room for the Legislative  
9           judgment, that the Commission could come in and  
10          change the law and we want that law applied,  
11          but ultimately in land use and zoning matters,  
12          there's still an element where you have to be  
13          fair, and so if you feel that that would result  
14          in a burden on one person, that no one else  
15          around them has to bear, in my opinion, you can  
16          consider it.

17                        So I believe you can consider the  
18          non-conformities along the waterway, whether  
19          they're legally non-conforming or, in this  
20          particular case, however they got there,  
21          they're there and the City has allowed them to  
22          be there. So I think you can consider them.

23                        CHAIRPERSON OTERO: In addition to what was  
24          apparent on decks, do we have gazebos?

25          Mr. Alos, do we have gazebos in your exhibit

1 within the 35-foot right-of-way?

2 MR. GALVEZ: I believe the gentleman that  
3 came to speak in favor did mention that.

4 CHAIRPERSON OTERO: Mr. Skinner, can you  
5 come up again, please? I would like the record  
6 to be clear.

7 It appears from the pictures that there are  
8 decks closer to the waterway than 35 feet. I  
9 am not clear from the pictures that there are  
10 gazebos.

11 Mr. Galvez says -- his recollection is that  
12 you stated that there were some gazebos close  
13 to the water edge, closer than 35 feet.

14 MR. SKINNER: That's my observation.  
15 Again, as I testified, I would have to take a  
16 tape measure to actually determine if they  
17 were, in fact, 35 feet.

18 CHAIRPERSON OTERO: Yes, Mr. Cornide.

19 MR. CORNIDE: If I may address the Board.  
20 The property right next to the gray house --  
21 the gray house that we've been talking about  
22 has a gazebo right literally on the zero lot  
23 line. It's not even five feet in. You can't  
24 see it, because there's a tree on top of that,  
25 but I can actually point it out to you if you'd

1           like.

2                   CHAIRPERSON OTERO:   No, I'll take your  
3           word.

4                   Your testimony is that there's a gazebo --

5                   MR. CORNIDE:   Yes.  There's a structure  
6           right on the property line, right there, which  
7           is -- I know this, because I sat behind my --

8                   MS. GONZALEZ:   Excuse me.

9                   CHAIRPERSON OTERO:   Excuse me a second,  
10          Liz.

11                   MS. GONZALEZ:   Is this the home directly  
12          across the waterway?

13                   MR. Cornide:   Yes.

14                   MS. GONZALEZ:   It's a trellis.

15                   MR. Cornide:   Oh, I'm sorry, it's a  
16          trellis.

17                   MS. GONZALEZ:   And trellises were allowed  
18          at one point in the rear setback.  They're no  
19          longer allowed.  If you're referring to the  
20          trellis that is directly across the waterway --

21                   MR. Cornide:   Yes.  I'm sorry, it's a  
22          trellis.  My apologies.

23                   MR. HIDALGO:   I have another question.  
24          Does the picture of the house that sits above  
25          the gray house, looks like it has a gazebo,

1           which has a tile roof on it, that seems to be  
2           in line with the edge of the pool deck, I would  
3           imagine that is a conforming --

4           CHAIRPERSON OTERO:   That would be the one  
5           on Geronimo.

6           MR. ALOS:   Which page, sir?

7           MR. HIDALDO:   First page of the exhibit you  
8           provided.

9           MR. SOTELO:   It's like the south side of  
10          the gray house.

11          MR. ALOS:   The pending question is?

12          MR. HIDALDO:   Is this a gazebo, what seems  
13          to have like a tile roof on it?

14          MR. CORNIDE:   I don't know.   The structure  
15          I was referring to is probably attached to that  
16          one, but I don't see that from my property,  
17          because it's behind --

18          CHAIRPERSON OTERO:   Go ahead.

19          MR. SKINNER:   The only remark I want to  
20          make is, I believe my deck is ten feet from the  
21          waterway.

22          CHAIRPERSON OTERO:   We didn't hear that.

23          MR. CORNIDE:   I'm going to have to go.

24          CHAIRPERSON OTERO:   Thank you very much.  
25          Have a good trip.

1           Okay. So the public hearing is now closed.  
2           There are two items for the Board today. One  
3           is the deck, and one is the gazebo. We will  
4           take them separately.

5           As the Board knows, we have this language  
6           to include in the motions, so any motion to be  
7           read should be made to allow for the language  
8           that's in your packet.

9           MR. THOMPSON: I was confused by that,  
10          because the granting of the variance, the first  
11          paragraph, talks about granting both variances  
12          in one motion, it doesn't go through each of  
13          the standards of Section 3.806 like we did once  
14          before.

15          Is this paragraph motion accurate for this  
16          hearing?

17          MS. GONZALEZ: You can take them  
18          separately. You can vote on them separately  
19          and you can just use the wording to vote on  
20          them separately.

21          MR. SOTELO: Can I make one quick comment  
22          to the Board?

23          This house is not listed as an irregular  
24          lot through the tax roll, but I think we should  
25          take into consideration the shape of this lot.

1 It appears to be irregular, in my just -- from  
2 my perspective.

3 MR. THOMPSON: Plus the canal itself goes  
4 down at an angle of 45 degrees from the house.

5 MR. SOTELO: The only reason why I said  
6 that is for precedent purposes. If the house  
7 is considered an irregular lot, other  
8 properties cannot use the same statement --

9 MR. THOMPSON: I would like to put a motion  
10 for the Board, and if you want to do it  
11 separately, fine, but I move that the Board of  
12 Adjustment grant Application BA-14-12-3657, a  
13 request by Andres Alos, on behalf of Leonardo  
14 L. and Lizette V. Cornide, for variances for  
15 the residence at 4635 Granada Blvd, to allow  
16 the proposed gazebo to maintain 20 feet and 4  
17 inches rear waterway setback and the paver deck  
18 to maintain 15 feet 4 inches rear waterway  
19 setback.

20 The motion is based upon the testimony  
21 presented, along with the application  
22 submitted, and the Staff Report, which  
23 constitutes competent and substantial evidence.  
24 The Board hereby makes findings of fact that  
25 each of the standards in Section 3-806 of the

1 Zoning Code has been met.

2 MR. GALVEZ: I second it.

3 CHAIRPERSON OTERO: Motion has been made,  
4 and second. This motion includes both  
5 requests.

6 MR. HIDALDO: I'm sorry, your motion for  
7 was both?

8 MR. THOMPSON: Yes.

9 MR. LEEN: Mr. Chair, you could vote on  
10 them together, if they're linked together, if  
11 they're dependent on each other.

12 MR. THOMPSON: If the Board wants to  
13 consider them separately, I would not object to  
14 any motion to --

15 CHAIRPERSON OTERO: I'd like to make this  
16 motion and the second -- I would like to make a  
17 motion to amend Mr. Thompson's motion to pursue  
18 the two separately.

19 MR. SOTELO: Second.

20 MR. LEEN: Mr. Chair, you can't technically  
21 make a motion, but you are actually the Chair  
22 so you could just separate them.

23 CHAIRPERSON OTERO: It shall be done. It  
24 will be done separately.

25 So we'll do it separately. So we will

1 first entertain the motion for the paver deck.  
2 The motion, as stated by Mr. Thompson, is  
3 limited to granting the variance for the paver  
4 deck.

5 Any discussion?

6 Liz, take the roll.

7 MS. GONZALEZ: Mr. Perez?

8 MR. PEREZ: No.

9 MS. GONZALEZ: Mr. Galvez?

10 MR. GALVEZ: Yes.

11 MS. GONZALEZ: Mr. Sotelo?

12 MR. SOTELO: Yes.

13 MS. GONZALEZ: Mr. Thompson?

14 MR. THOMPSON: Yes.

15 MS. GONZALEZ: Mr. Hidalgo?

16 MR. HIDALGO: Yes.

17 MS. GONZALEZ: Mr. Otero?

18 CHAIRPERSON OTERO: Yes.

19 The motion for the paver deck has passed.

20 Now the motion before us is granting the  
21 variance for the proposed gazebo.

22 Any discussion by the Board Members?

23 Liz.

24 MS. GONZALEZ: Mr. Thompson?

25 MR. THOMPSON: Yes.

1 MS. GONZALEZ: Mr. Galvez?

2 MR. GALVEZ: Yes.

3 MS. GONZALEZ: Mr. Perez?

4 MR. PEREZ: No.

5 MS. GONZALEZ: Mr. Hidalgo?

6 MR. HIDALGO: No.

7 MS. GONZALEZ: Mr. Sotelo?

8 MR. SOTELO: Yes.

9 MS. GONZALEZ: Mr. Otero?

10 CHAIRPERSON OTERO: No.

11 What's the motion?

12 MS. GONZALEZ: The motion has failed. We  
13 have to have four affirmative or it's a denial.

14 CHAIRPERSON OTERO: So the motion for the  
15 paver deck has passed. The motion for the  
16 gazebo has failed.

17 MR. LEEN: Mr. Chair, in order to give them  
18 a final decision, you should now move to deny  
19 the variance for the gazebo or you can move to  
20 add a condition that would satisfy you for the  
21 gazebo and vote again on it with the condition.

22 MR. ALOS: I don't know how this works, but  
23 can I speak on that?

24 CHAIRPERSON OTERO: Sure.

25 MR. ALOS: Well, to the extent -- I mean, I

1 don't know any other way to say this, but can  
2 we find some type of happy medium, like two  
3 feet forward, three feet -- I don't know,  
4 something?

5 He said it best. I would like to possibly --

6 CHAIRPERSON OTERO: Before we make a  
7 motion, as Mr. Leen stated, to deny the  
8 variance for the gazebo, is there any further  
9 discussion on any potential conditions that  
10 could be inserted?

11 MR. HIDALDO: Ms. Gonzalez, can we put up  
12 that plan that has the shaded blue and shaded  
13 yellow area?

14 MS. GONZALEZ: I'm sorry, we can't, because  
15 it's not working. If you go to your maps -- I  
16 can hold this up for you. If you look up here,  
17 I can show you.

18 (Simultaneous speaking.)

19 CHAIRPERSON OTERO: For the record, for the  
20 court reporter, we need to have this discussion  
21 one at a time. It would be very helpful.

22 Go ahead, Liz.

23 MS. GONZALEZ: I'm sorry, what was your  
24 question, Mr. Hidalgo?

25 MR. HIDALDO: No, I just wanted to see the

1 plan to see what other options exist.  
2 Obviously there's options in other parts of the  
3 property that would fall in areas within the  
4 setback, whether it's a viable solution for the  
5 client or not -- for Mr. Cornide or not is a  
6 different story.

7 MR. THOMPSON: Can the denial be without  
8 prejudice to them submitting other plans for  
9 another gazebo on the property?

10 MR. LEEN: Yes. Of course they can, but  
11 you would have to word it like that, because  
12 there's usually a time period between when you  
13 can apply, so you have to include that in your  
14 decision.

15 CHAIRPERSON OTERO: What concerned me, as I  
16 stated earlier, was the uniform application, to  
17 be fair to the applicant, but perhaps they can  
18 come back as to these steps and educate the  
19 Board that there are "X" number of residences  
20 with gazebos or with similar type structures  
21 within the 35-foot area, perhaps we would -- I  
22 would reconsider, but that I don't have before  
23 me today.

24 So the irregularity does not affect my  
25 thinking.

1           MR. LEEN: Mr. Chair, Ms. Gonzalez pointed  
2 out to me in the Code where it says that it's  
3 generally six months before you can come back.  
4 My opinion is that the Board could alter that,  
5 as part of the order. Essentially what you  
6 would be doing is, it would not be a complete  
7 denial. So you would essentially be saying  
8 that they can come back to you and there's a  
9 part that remains open or you can continue that  
10 portion of the application to a future meeting.

11           CHAIRPERSON OTERO: Okay. I'd like to make  
12 a motion to abate the prior motion and allow  
13 applicant to come back.

14           MR. LEEN: Mr. Chair, would you hear the  
15 Planning & Zoning Director?

16           CHAIRPERSON OTERO: Yes, of course.

17           MR. TRIAS: Thank you, Mr. Chairman.

18           I feel the simplest solution is to  
19 continue, to be able to review a revised  
20 proposal that might be able to meet the Code a  
21 little better. That's what I'm recommending.

22           MR. GALVEZ: I have a question. Have you  
23 guys thought about where else on that property  
24 this gazebo will fit and be within the Code,  
25 because I don't know if it does fit in this

1 bigger section here, being that you have your  
2 setbacks from the existing structure, as well?

3 MR. TRIAS: My intent is to work with the  
4 applicant, to see if we can find an alternative  
5 that either does meet the Code or it's less of  
6 an encroachment into the setback.

7 MR. GALVEZ: Thank you.

8 CHAIRPERSON OTERO: Yes, sir.

9 I'll make a motion to abate the findings of  
10 the denial of the variance for the gazebo and  
11 to continue this hearing to allow applicant --  
12 please, Mr. Leen --

13 MR. LEEN: Mr. Chair, if there's going to  
14 be a continuance, it needs to be a date certain  
15 or time or else it's a deferral. Is there a  
16 date certain and time they can continue it to?

17 MS. GONZALEZ: I need a deferral --

18 MR. LEEN: We don't have a date and time?

19 MS. GONZALEZ: Well, we need a deferral,  
20 because I need to work with the applicant and  
21 then we would meet to present, and we have a  
22 recess -- we do not have a meeting in June and  
23 we do not have a meeting in July.

24 So I don't know if you want to defer it at  
25 this moment, so we can get it back to the Board

1 in August, or if you want to say a time certain  
2 in August.

3 MR. LEEN: You could continue it to a time  
4 certain in August or you could defer it, which  
5 would mean it would have to be renoticed.

6 CHAIRPERSON OTERO: It may be easier just  
7 to continue it to the August meeting, so you go  
8 through fewer hoops.

9 MR. GALVEZ: Agreed.

10 MR. LEEN: The motion is to continue it to  
11 the August meeting. Do we know the date and  
12 time of that meeting?

13 MS. GONZALEZ: 8:00 a.m., August 10th.

14 CHAIRPERSON OTERO: I move to continue the  
15 variance on the gazebo until the August 2015  
16 meeting, which is scheduled currently for  
17 August 10th at 8:00 a.m.

18 MR. LEEN: There should be a vote, Mr. Chair.

19 CHAIRPERSON OTERO: The motion has been  
20 made.

21 Second?

22 MR. HIDALDO: Second.

23 CHAIRPERSON OTERO: All those in favor?

24 (All Board members voted aye.)

25 CHAIRPERSON OTERO: Opposed?

1           None opposed.

2           If there's no further business, I'll  
3 entertain a motion to adjourn.

4           Hang on.

5           MS. GONZALEZ: I need the minutes approved  
6 please and I have another item.

7           CHAIRPERSON OTERO: Motion to approve the  
8 minutes that you got by e-mail.

9           MR. GALVEZ: I move to approve the minutes  
10 that we got for December.

11          CHAIRPERSON OTERO: Second.

12          All those in favor?

13          (All Board members voted aye.)

14          CHAIRPERSON OTERO: Opposed?

15          MS. GONZALEZ: On your desk there, you have  
16 a pin that was issued to you by the City. This  
17 is our 90th year anniversary recognition of the  
18 City, and enjoy.

19          MR. HIDALDO: Motion to dismiss.

20          MR. GALVEZ: Second.

21          CHAIRPERSON OTERO: I'll adjourn. Thank  
22 you.

23          (Thereupon, the Board meeting was adjourned at  
24 9:35 a.m.)

25

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

C E R T I F I C A T E

STATE OF FLORIDA:

SS.

COUNTY OF MIAMI-DADE:

I, NIEVES SANCHEZ, 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.

I further certify that all public speakers were duly sworn by me.

DATED this 12th day of May, 2015.



-----  
NIEVES SANCHEZ

Notary Commission Number EE 116849  
Expiration August 1, 2015