

City of Coral Gables
Local Planning Agency (LPA)/Planning and Zoning Board Meeting
Wednesday, April 9, 2014
Coral Gables City Commission Chambers
405 Biltmore Way, Coral Gables, Florida

MEMBERS	J9	F12	M12	A9	M14	J11	J9	A13	S10	O8	APPOINTMENT
	'14	'14	'14	'14	'14	'14	'14	'14	'14	'14	
Eibi Aizenstat - Chair	P	P	P	P							City Manager Patrick Salerno
Marshall Bellin	P	P	P	P							Commissioner Vince Lago
Anthony Bello	-	P	P	P							
Jeffrey Flanagan - Vice Chair	P	P	P	P							Commissioner Pat Keon
Julio Grabiell	P	P	P	P							Mayor Jim Cason
Maria A. Menendez	P	P	P	P							VM William H. Kerdyk, Jr.
Alberto Perez	P	P	P	P							Commissioner Frank C. Quesada

P = Present
E = Excused
C = Meeting Cancelled

City Staff and Consultants:

Ramon Trias, Planning and Zoning Director
Walter Carlson, Asst. City Planner
Scot Bolyard, Principal Planner
Jill Menendez, Adm. Assistant
Craig E. Leen, City Attorney
Jane Tompkins, Development Services Director
Charles Wu, Asst. Development Services Director

Court Reporter:

Joan Bailey

Susan Trevarthen, Esq.
Charles L. Siemon, Gray Robinson, P.A.

Attachments:

- 03 12 14 Planning and Zoning Board Meeting Verbatim Minutes
- Document (email) entered into the record by Perry Adair, Attorney

1 CITY OF CORAL GABLES
 2 LOCAL PLANNING AGENCY (LPA)/
 3 PLANNING AND ZONING BOARD MEETING
 4 VERBATIM TRANSCRIPT
 5 CORAL GABLES CITY HALL
 6 405 BILTMORE WAY, COMMISSION CHAMBERS
 7 CORAL GABLES, FLORIDA
 8 WEDNESDAY, APRIL 9, 2014, COMMENCING AT 6:04 P.M.

9 Board Members Present:
 10 Eibi Aizenstat, Chairperson
 11 Jeffrey Flanagan, Vice-Chairperson
 12 Marshall Bellin
 13 Anthony Bello
 14 Julio Grabiell
 15 Maria Alberro Menendez
 16 Alberto Perez

17 City Staff and Consultants:
 18 Ramon Trias, Planning & Zoning Director
 19 Walter Carlson, Assistant City Planner
 20 Craig E. Leen, City Attorney
 21 Jane Tompkins, Development Services Director
 22 Charles Wu, Assistant Development Services Director
 23 Jill Menendez, Planning Administrative Assistant
 24 Scot Bolyard, Principal Planner

25 Susan Lanelle Trevarthen, Esq.
 Weiss Serota Helfman Pastoriza Cole & Boniske
 Special Counsel to the City
 Charles L. Siemon, Esq.
 Siemon & Larsen
 Special Counsel to the City

Public Speakers:
 Items 5 and 6:
 Stetson Glines
 Waldo Paez
 Item 7:
 Sonia Blair
 Carl Bentulan
 Javier Salman
 Benny Torre

1 THEREUPON:
 2 The following proceedings were had:
 3 CHAIRMAN AIZENSTAT: Okay, let's go ahead
 4 and get started, please. Will you call the
 5 roll?
 6 MS. MENENDEZ: Marshall Bellin?
 7 MR. BELLIN: Here.
 8 MS. MENENDEZ: Anthony Bello?
 9 MR. BELLO: Here.
 10 MS. MENENDEZ: Jeff Flanagan?
 11 MR. FLANAGAN: Here.
 12 MS. MENENDEZ: Julio Grabiell?
 13 MR. GRABIEL: Here.
 14 MS. MENENDEZ: Maria Menendez.
 15 MS. ALBERRO MENENDEZ: Here.
 16 MS. MENENDEZ: Alberto Perez?
 17 MR. PEREZ: Here.
 18 MS. MENENDEZ: Eibi Aizenstat?
 19 CHAIRMAN AIZENSTAT: Here.
 20 First we have the approval of the minutes
 21 from our last meeting. Did everybody go ahead
 22 and get to read them? Is there a motion?
 23 MR. BELLO: Moved.
 24 MR. GRABIEL: Second.
 25 CHAIRMAN AIZENSTAT: We have a second. Any

1 Public Speakers (Continued):
 2
 3 Items 8, 9 and 10:
 4 Jeffrey S. Bass, Esq.,
 5 Shubin & Bass
 6 On behalf of the University of Miami.
 7 Janet Gavarrete, Associate Vice President of Campus
 8 Planning and Development, University of Miami
 9 Maria Cruz
 10 Ted Rickel
 11 Luis Suarez
 12 Gina Anderhub
 13 Item 11:
 14 Thad Adams
 15 Perry Adair
 16 Larry Rentz
 17
 18
 19
 20
 21
 22
 23
 24
 25

1 comments or discussions? No?
 2 Call the motion, please.
 3 MS. MENENDEZ: Anthony Bello?
 4 MR. BELLO: Yes.
 5 MS. MENENDEZ: Jeff Flanagan?
 6 MR. FLANAGAN: Yes.
 7 MS. MENENDEZ: Julio Grabiell?
 8 MR. GRABIEL: Yes.
 9 MS. MENENDEZ: Maria Menendez?
 10 MS. ALBERRO MENENDEZ: Yes.
 11 MS. MENENDEZ: Alberto Perez?
 12 MR. PEREZ: Yes.
 13 MS. MENENDEZ: Marshall Bellin?
 14 MR. BELLIN: Yes.
 15 MS. MENENDEZ: Eibi Aizenstat?
 16 CHAIRMAN AIZENSTAT: Yes.
 17 Sitting up here with us today, we have
 18 Charles Wu, the Assistant from the Development
 19 Services -- the Assistant to the Development
 20 Services Director, and he'll be making the
 21 presentations for City Staff.
 22 Welcome.
 23 MR. WU: Thank you.
 24 CHAIRMAN AIZENSTAT: Our first item on the
 25 agenda is a Resolution of the City Commission

1 of Coral Gables, providing (sic) the Final Plat
 2 entitled "Riviera-Maggiore Subdivision,"
 3 pursuant to Zoning Code Article 3, Division 9,
 4 "Platting/Subdivision," being a replat of an
 5 approximately 0.35 acre property into two
 6 platted lots for residential, single-family use
 7 on property assigned Single-Family Residential,
 8 which is known as SFR zoning, on the property
 9 legally described as the west 73 feet of Lots
 10 1-2 and 27-28 of Block 122, Riviera Section
 11 Part 10, whose street address is 6009 Maggiore
 12 Street, Coral Gables, Florida, providing for an
 13 effective date.
 14 Is the applicant here?
 15 MR. WU: Mr. Chair, we can make a
 16 presentation.
 17 CHAIRMAN AIZENSTAT: Usually we have the
 18 applicant make their presentation first.
 19 MR. WU: Okay.
 20 CHAIRMAN AIZENSTAT: Would you -- Do you
 21 feel more comfortable -- Would you like to make
 22 a presentation first?
 23 MR. WU: We would like to try that for a
 24 change.
 25 CHAIRMAN AIZENSTAT: Do you want to try

1 that?
 2 Would you mind?
 3 MR. WU: I think it will dispense --
 4 MR. GLINES: I don't really have much to
 5 say. The (inaudible) pretty much speak for
 6 themselves, but I'd be happy to address any
 7 questions you have.
 8 CHAIRMAN AIZENSTAT: Thank you.
 9 Go ahead, please.
 10 MR. WU: Thank you. This is a companion,
 11 between Case 5 and Case 6, so I don't know if
 12 you want to read the Ordinance title for Case
 13 Number 6, the Item Number 6. They're companion
 14 cases.
 15 CHAIRMAN AIZENSTAT: I can't hear you, I'm
 16 sorry. It's very hard to hear.
 17 MR. WU: The companion case is Item 5 and
 18 6.
 19 CHAIRMAN AIZENSTAT: So do you want to
 20 read -- Craig?
 21 MR. LEEN: Did you read the --
 22 CHAIRMAN AIZENSTAT: I did not read the
 23 Ordinance on Number 6.
 24 MR. LEEN: Mr. Chair, yeah, read Number 6,
 25 and then the public hearing will be as to both.

1 CHAIRMAN AIZENSTAT: As to both, okay.
 2 MR. LEEN: And then you can do separate
 3 votes as to each, and I'm sure his presentation
 4 will be as to both.
 5 MR. WU: Yes.
 6 CHAIRMAN AIZENSTAT: Okay, perfect.
 7 The next item is an Ordinance of the City
 8 Commission of Coral Gables, Florida, providing
 9 for a text amendment to the City of Coral
 10 Gables Official Zoning Code Appendix A,
 11 "Site-specific Regulations," by adding Section
 12 A-71.1 (sic), "Riviera-Maggiore Subdivision,"
 13 to indicate Lots 1 and 2 are separate building
 14 sites; providing for severability, repealer,
 15 codification, and an effective date.
 16 MR. LEEN: And that's A-77.1. A-77.1.
 17 CHAIRMAN AIZENSTAT: A-77.1.
 18 MR. LEEN: Yeah. I had heard 71.1.
 19 CHAIRMAN AIZENSTAT: I apologize.
 20 MR. LEEN: Maybe I'm -- It could have been
 21 my mistake, but --
 22 CHAIRMAN AIZENSTAT: Thank you.
 23 MR. LEEN: -- we both agree, it's 77.1.
 24 MR. WU: Thank you, Mr. Chair. Just a
 25 brief history. On October 9th, last year, the

1 P & Z heard a conditional use for a building
 2 site determination to create two separate lots,
 3 single-family, located at 6009 Maggiore Street.
 4 That's between Savona and Caligula. The
 5 current residence was built in 1923, which is
 6 now demolished. The City Commission -- I'm
 7 sorry, the Planning and Zoning heard the motion
 8 to approve fail on a two-to-three vote. The
 9 same case went before the City Commission, two
 10 months later, and the Commission approved that
 11 on December 10th. They had five conditions.
 12 One was, both homes had to face Maggiore. The
 13 second is, the homes have to be built and
 14 designed unique to each other. The third is,
 15 there shall be no variances required. The
 16 fourth one is, a landscape plan is required.
 17 And the fifth, that's why we are here today, to
 18 require the application to be replatted.
 19 Now, had the application gone for replat
 20 originally in October 9th and it went before
 21 the City Commission, you would not have that
 22 case before you today, because the Commission
 23 would have heard both cases, the conditional
 24 use and replat concurrently. The applicant
 25 chose to have two separate applications.

1 That's why the replat is coming back before you
2 after the Commission approved the conditional
3 use permit. This is a formality, since the
4 decision whether the lot should be split was
5 decided in December of last year. Staff
6 believes that the application meets Section
7 3-901 through 904 of the Zoning Code and would
8 recommend approval of both the plat and the
9 ordinance before you tonight. That concludes
10 Staff's presentation.

11 CHAIRMAN AIZENSTAT: Okay. Would the
12 applicant like to make a presentation or say
13 any words?

14 MR. GLINES: Members of the Board, I think
15 you have before you --

16 CHAIRMAN AIZENSTAT: If you could state
17 your name and address, please.

18 MR. GLINES: My name is Stetson Glines. I
19 reside at 536 Hardee Road, Coral Gables,
20 Florida. We're literally two blocks from this
21 property, and our intent in subdividing it is
22 to build two homes, occupy one and sell the
23 other. We've already sold our home in the
24 French Country Village, so we're beginning the
25 process of trying to downsize our lives, and

1 this is a part of that process.

2 The booklet that each of you, I think,
3 received as a matter of this application
4 outlines what we want to do. Basically, we
5 have a piece of property that's 210 feet long
6 and 73 feet wide, and we want to inscribe a
7 line right down the middle and divide it into
8 two parcels. We've had approval from the
9 Commission for that lot split, so this, as you
10 point out, is a formality of making sure that
11 all the technicalities associated with the
12 tentative plat are met. I think the booklet
13 will clearly outline that we have addressed all
14 those concerns, but if there are any questions,
15 again, my civil engineer is here. We'd be
16 happy to answer them.

17 CHAIRMAN AIZENSTAT: Okay, thank you.

18 Mr. Wu, just one question for you. On Page
19 2 of your report, it reads here, an existing
20 single-family residence and garage structure is
21 located in approximately the center of the
22 property.

23 MR. WU: Yes, sir.

24 CHAIRMAN AIZENSTAT: That has been --
25 That's no longer there, that's been demolished?

1 MR. WU: No, it's recently been demolished.

2 CHAIRMAN AIZENSTAT: It has been
3 demolished?

4 MR. GLINES: Yes, it was demolished last
5 year.

6 CHAIRMAN AIZENSTAT: So that would be
7 incorrect at this point?

8 MR. WU: We would like to correct that on
9 the record.

10 CHAIRMAN AIZENSTAT: Okay. That's just a
11 typo that --

12 MR. WU: Yes. It was carried forth from
13 the old report.

14 CHAIRMAN AIZENSTAT: Okay, I just wanted to
15 make sure on that, because the report reflects
16 that.

17 MR. GLINES: It was a hazard. The
18 neighbors begged me to pull it down, and it
19 would have probably pulled itself down pretty
20 quickly thereafter.

21 CHAIRMAN AIZENSTAT: Okay, thank you.
22 Are there any public comments on this item?

23 MS. MENENDEZ: Waldo Paez?

24 MR. PAEZ: We agree with the applicant.

25 MS. MENENDEZ: No further.

1 CHAIRMAN AIZENSTAT: Would you like to say
2 something or you're good?

3 MR. PAEZ: I have nothing further to say.

4 CHAIRMAN AIZENSTAT: Thank you.
5 I'll go ahead at this time -- go ahead and
6 close the floor, open it up to the Board for
7 discussion.

8 Maria?

9 MS. ALBERRO MENENDEZ: No, I'm ready to
10 make a motion, unless someone has any comments.

11 MR. WU: Can you be specific on the
12 resolution and separately to the ordinance, if
13 you're ready to make a motion?

14 MS. ALBERRO MENENDEZ: Okay.

15 MR. BELLO: Mr. Chairman?

16 CHAIRMAN AIZENSTAT: Yes.

17 MR. BELLO: I'm curious to know, because I
18 think you said it came before the Commission
19 one time and was rejected?

20 MR. WU: No, the Commission approved it.

21 MR. BELLO: Oh, it came before them once
22 and it was approved?

23 MR. WU: It came before them once and it
24 was approved.

25 MR. LEEN: The lot split, in terms of the

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1 building site determination, came before the
 2 Commission, and they approved it. But there
 3 still needed to be a replat, which is what's
 4 coming before you today. That was one of the
 5 instructions they gave in their approval.
 6 There were a number of conditions. One of them
 7 was that they had to go through this process.
 8 MR. WU: It's a two-step process,
 9 conditional use, to approve splitting the lot,
 10 and to replat it.
 11 MR. BELLO: Okay.
 12 CHAIRMAN AIZENSTAT: Any other comments?
 13 Maria?
 14 MS. ALBERRO MENENDEZ: I'd like to go ahead
 15 and make the motion to approve the resolution.
 16 Should I do the ordinance first, or it doesn't
 17 really matter?
 18 MR. LEEN: Either way.
 19 MS. ALBERRO MENENDEZ: Either way? To
 20 approve the resolution.
 21 MR. PEREZ: I'll second.
 22 CHAIRMAN AIZENSTAT: And that is as noted
 23 on our sheets?
 24 MS. ALBERRO MENENDEZ: Yes, sir.
 25 CHAIRMAN AIZENSTAT: Any other comments?

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1 No? Call the roll, please.
 2 MS. MENENDEZ: Jeff Flanagan?
 3 MR. FLANAGAN: Yes -- excuse me. Yes.
 4 MS. MENENDEZ: Julio Grabiell?
 5 MR. GRABIEL: Yes.
 6 MS. MENENDEZ: Maria Menendez?
 7 MS. ALBERRO MENENDEZ: Yes.
 8 MS. MENENDEZ: Alberto Perez?
 9 MR. PEREZ: Yes.
 10 MS. MENENDEZ: Marshall Bellin?
 11 MR. BELLIN: Yes.
 12 MS. MENENDEZ: Anthony Bello?
 13 MR. BELLO: Yes.
 14 MS. MENENDEZ: Eibi Aizenstat?
 15 CHAIRMAN AIZENSTAT: Yes. Thank you.
 16 The next item on the agenda is an
 17 Ordinance --
 18 MR. WU: I'm sorry, you need a motion for
 19 the Ordinance.
 20 CHAIRMAN AIZENSTAT: Oh, we're going to do
 21 both. Sorry about that.
 22 MR. WU: Yes.
 23 CHAIRMAN AIZENSTAT: I thought we did both.
 24 MS. ALBERRO MENENDEZ: I can do the same.
 25 I'll move to approve the ordinance as written.

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1 MR. BELLIN: I'll second.
 2 CHAIRMAN AIZENSTAT: Any other comments?
 3 Go ahead call the roll, please.
 4 MS. MENENDEZ: Julio Grabiell?
 5 MR. GRABIEL: Yes.
 6 MS. MENENDEZ: Maria Menendez?
 7 MS. ALBERRO MENENDEZ: Yes.
 8 MS. MENENDEZ: Alberto Perez?
 9 MR. PEREZ: Yes.
 10 MS. MENENDEZ: Marshall Bellin?
 11 MR. BELLIN: Yes.
 12 MS. MENENDEZ: Anthony Bello?
 13 MR. BELLO: Yes.
 14 MS. MENENDEZ: Jeff Flanagan?
 15 MR. FLANAGAN: Yes.
 16 MS. MENENDEZ: Eibi Aizenstat?
 17 CHAIRMAN AIZENSTAT: Yes.
 18 The next item is an Ordinance of the City
 19 Commission of Coral Gables, Florida, providing
 20 for text amendments to the City of Coral Gables
 21 Zoning Code -- Official Zoning Code, Article 4,
 22 "Zoning Districts," Division 1, "Residential
 23 Districts," Section 4-102, "Multi-Family 1
 24 Duplex," known as MF1, by adding townhouses/row
 25 houses as a conditional use within an MF1 zoned

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1 district and establishing developmental
 2 standards for such MF1 uses, and requiring such
 3 MF1 uses to be constructed in accordance with
 4 the requirements and performance standards for
 5 townhouse/row house development specified in
 6 Section 4-104, Multi-Family Special Area, known
 7 as MFSA District; providing for severability,
 8 repealer, codification, and an effective date.
 9 MR. WU: Thank you, Mr. Chair. If I can
 10 wait for the TV to bring up our PowerPoint. We
 11 do have a brief PowerPoint presentation for
 12 you.
 13 Thank you.
 14 I will run down with you our Code change
 15 purpose, to allow townhome/row house. For the
 16 purpose of this presentation, I will combine it
 17 as a row house -- a townhouse product within
 18 the MF1 zoning district.
 19 For your information, a townhouse is
 20 allowed in MF2 and the MFSA, which is
 21 Multi-Family Special Area.
 22 MF1, which is what we are discussing today,
 23 currently allows single-family, duplexes, but
 24 not townhouses. An MF1 typically -- I have a
 25 map showing you where they reside in the City,

1 but generally areas that are buffers between
 2 single-family and main arterials and
 3 single-family and commercial, and that's a very
 4 important distinction, because they serve as a
 5 buffer between the single-family and the roads
 6 and the single-family and the commercial areas,
 7 and generally are located against Segovia,
 8 LeJeune, Ponce de Leon, Bird Road and South
 9 Dixie Highway. And here are three maps that
 10 illustrate what we're talking about.

11 This is Segovia and LeJeune, where we have
 12 the MF1. Again, as you can see, they are
 13 between single-family and the main arterials,
 14 and these three areas, it's important to
 15 distinguish that they do not have alleys in the
 16 back, which play an important role to make this
 17 a successful product.

18 The second slide is the commercial areas,
 19 where we have -- along Ponce, north of the
 20 University of Miami, and on the southern side,
 21 where you have behind a 13-story office tower
 22 where UM occupies, there is a triangle piece
 23 there between Mariposa Avenue, that does have
 24 an MF1 area.

25 The last one we'd like to show you, again,

1 The second one, car access from the rear.
 2 Street improvements per Code. Maximum floor
 3 area ratio is 2.0. Maximum building height is
 4 three floors or 35 feet. Minimum site depth,
 5 100 feet, and minimum town home width is 22
 6 feet.

7 One of the regulations we'd like to include
 8 now are minimum 100-foot street frontage, a
 9 minimum of two town -- I'm sorry, a minimum of
 10 three town home products, so if it's a minimum
 11 of 22, three of them become 66. You do have
 12 some side setback that can be accommodated.
 13 For those lots that do not have a public alley,
 14 we would like to require a 20-foot wide alley
 15 and ground level parking.

16 As you can see we showed in the map, a lot
 17 of these MF1 borders a single-family zoning
 18 district. We would like to see enhanced
 19 landscaping at the rear to minimize the impact.

20 One thing we included was to have full
 21 architectural treatment on all sides of the
 22 town home. We do not want enhancements on the
 23 front and the rear treated as a rear, so we
 24 want full architectural treatment on all sides
 25 of the building.

1 is a continuation of the arterials, LeJeune,
 2 Ponce and Bird. LeJeune does not have an
 3 alley, Bird does not have an alley, but the
 4 entire stretch of Ponce does have an alley in
 5 the back.

6 So that gives you an idea of where MF1 is
 7 located, for the most part, in the City.
 8 Regulations already exist in the MFSA area, so
 9 we don't have to reinvent this product. And
 10 what we'd like to do before you today is detail
 11 the existing regulations for the MF1 for us.
 12 We believe, for it to work in the urban fabric,
 13 it's important to have an alley product in the
 14 back, and the areas we do not have an alley are
 15 Segovia, LeJeune, and I'd like to add is Bird,
 16 the three areas where we do have MF1 that do
 17 not have alleys. The remaining areas do have
 18 an alley that they can work with, and those
 19 alleys are all public alleys. The three areas
 20 that do not have an alley are Segovia, LeJeune
 21 and Bird.

22 One of the regulations we can apply today,
 23 we can borrow from, one very important, the
 24 town home and the pedestrian access face the
 25 street. That is an obvious one.

1 We do include four new design criteria,
 2 specifically building facade, building
 3 materials, building massing and building
 4 details that would enhance, we believe, the
 5 design for the townhouse.

6 And due to this closeness to the
 7 residential district, we would also like to
 8 include a conditional use process, which
 9 requires your public hearing process, a
 10 thousand foot mailers, and a conditional use
 11 approval by the City Commission, as well. So
 12 it's a heightened public review for this
 13 product.

14 And one final detail is, we would like to
 15 have a density of 18 dwelling units per acre,
 16 which this requires a Comp Plan change we would
 17 bring forth on a separate action.

18 We'd like to show you five products
 19 currently in the City that can inform us how a
 20 townhouse product can work, starting from -- I
 21 will show you the animation again. There are
 22 five bubbles. Starting from the top left,
 23 which is the northeast corner of Almeria and
 24 Cardena, and going clockwise, we have five
 25 illustrations of proposed, existing and

1 under-construction town home products.
2 The top three -- two have public alleys,
3 the bottom two do not. These are all located
4 in an MFSA area. So what you want to do is to
5 expand these five products into the Segovia,
6 LeJeune and Ponce area, with these new zoning
7 regulations.

8 The first product is Almeria. It's the
9 northeast corner of Cardena and Almeria. The
10 FAR is between 0.8 and 1.1. The lot, that is
11 one of the deeper lots, 120 feet deep. The
12 height is 36 feet, a two-bedroom product. This
13 product does have an interior courtyard in the
14 middle. You can't see it, but it's a private
15 courtyard, and based on the success rate, we
16 have five units under review right now, so we
17 expand -- we expect an expansion of this from
18 five to ten units.

19 The next product is on Valencia, 530
20 Valencia. This is a 10-unit town home. This
21 product was built first, and this is
22 the expansion that was recently completed.
23 That is also an FAR of 1.3, and the lot depth
24 110. You can see here the private courtyard,
25 public alley, garage in the back. We believe

1 it's also a successful product.

2 The next product is under construction. If
3 you drive by it and you blink, you'll miss it.
4 It's a three-unit town home at 432-440
5 Valencia. This FAR is 1.34. The lot depth is
6 110. The general idea of the setbacks, the
7 building heights, the lot depth, are all very
8 similar. This also has an interior courtyard
9 you cannot see, but this is a garage. In the
10 back, again, a public alley product.

11 Incidentally, this has zero setback -- I'm
12 sorry, zero side setback, which has a lot of
13 potential for adjacent town home product to
14 continue on the east and on the west.

15 The next product is going south. This is
16 on Anastasia, at 511-525, under construction,
17 10 units, and this does not have a public
18 alley, and the way how they solved it, which
19 can inform in the future how we do this in MF1
20 without a public alley is, they created access
21 in the middle, as you can see, highlighted in
22 yellow, and as you can see highlighted in this
23 illustration here, access into a T-shape alley,
24 to access the garages in the back. So they
25 created an alley, and this is the situation we

1 want to incur for MF1 with no alley situation.
2 This is currently under construction, and we
3 believe it's a successful design.

4 The last product actually is under review
5 currently. It's not being built yet. It's at
6 Santander, and this is a 10-unit product. This
7 is on a corner lot. And the alley, how they
8 solved it is kind of straightforward. They
9 created the alley from the north-south road, at
10 Cardena. Again, this does have an internal
11 courtyard, so you have the garage facing the
12 alley, internal courtyard, living quarters in
13 front. This FAR is 1.12. So the current
14 regulation we have of an FAR of 2 is quite
15 generous. The setbacks are very similar. This
16 did try to accommodate a side setback on the
17 street level, but here they would do a setback
18 to accommodate future growth of a townhouse.

19 So those are the five products I wanted to
20 share with you that we think can inform us how
21 to make a successful regulation Code for the
22 MF1, and to recap, this is what our proposal
23 is, jumping off from the existing MFSA town
24 home regulations.

25 That concludes Staff's presentation. We're

1 here to answer any questions you may have.

2 CHAIRMAN AIZENSTAT: Thank you.

3 Do we have any public comment?

4 MS. MENENDEZ: Yes, we do.

5 Sonia Blair?

6 MS. BLAIR: Yes.

7 Sonia Blair. I'm a property owner at 2920
8 Segovia, and I am definitely for the amendment.

9 I think it would be a wonderful thing to have
10 something new on our street. Most of the

11 buildings on our street are either in the late
12 '40s or the '50s, that they were built, and the
13 houses are old and I believe it will certainly
14 enhance the value of anything new on the street
15 and make the whole landscape look better, and
16 I'm definitely for it. Any questions?

17 CHAIRMAN AIZENSTAT: Thank you.

18 MS. BLAIR: You're welcome.

19 MS. MENENDEZ: Carl --

20 MR. BENTULAN: Yes, good evening. My name
21 is Carl Bentulan. I own the property at 2828
22 Segovia Street. It's a duplex in the MF1
23 zoning district right now, and I'm here tonight
24 to express my support for the proposed
25 ordinances, for the text amendments, for the

1 MF1 zoning district, specifically the allowance
 2 to construct the town homes. I'll be very
 3 happy to have more land use options for my
 4 property than currently allowed. Thanks.
 5 CHAIRMAN AIZENSTAT: Thank you.
 6 MS. MENENDEZ: Javier Salman?
 7 MR. SALMAN: Good evening, Members of the
 8 Board. My name is Javier Salman. I reside at
 9 1534 Mantua Avenue, Coral Gables, with my
 10 offices at 901 Ponce de Leon, also in Coral
 11 Gables.
 12 Tonight I'm before you as a representative
 13 of the American Institute of Architects, the
 14 local Miami Chapter. The Advocacy Committee
 15 has taken upon itself to look at this
 16 ordinance, and in general wants you to know
 17 that we are in general favor of the ordinance.
 18 However, there are some specific issues with
 19 which we take a certain exception. And again,
 20 no criticism to the work of Staff that they
 21 have done in developing this. However, Items 9
 22 and 10 of the ordinance, that have to do
 23 specifically with the aesthetic portions of the
 24 design and mandating the use of certain
 25 materials, as well as that of architectural

1 style, are two items with which we have
 2 specific exception.
 3 Number one, the specificity of the style is
 4 an issue that is really about the Board of
 5 Architects, which is an entrenched and
 6 established process within the City of Coral
 7 Gables which assures aesthetic compliance, and
 8 there are situations where necessarily
 9 Mediterranean may not apply, may not be the
 10 desire of the owner or may not be the best
 11 solution for a specific site. So, therefore,
 12 mandating it is going to be a problem. For
 13 that, we have the Board of Architects, and
 14 we're here in support of the Board of
 15 Architects and the processes which the City
 16 has. We see that this is an ordinance that
 17 would then remove that requirement from the
 18 Board or be in conflict. So we wanted to bring
 19 that to the Board's attention.
 20 And finally, we are in general agreement
 21 that the need for the typology of a townhouse
 22 is required in the City of Coral Gables. We
 23 have an urban city that is really at the
 24 beginning of its urban density, and we see that
 25 the townhouse is a function to help alleviate

1 what will be the transitions between the higher
 2 density commercial and that of the
 3 single-family residences which make up the
 4 majority of the City, and would act as very
 5 favorable buffers for those transitions.
 6 We have other specific comments having to
 7 do with application of this Code when it comes
 8 to commercial as opposed to single-family, and
 9 we would be delighted to share those with
 10 Staff.
 11 In general, we approve and we think that
 12 it's a good ordinance and it's well on its way,
 13 but I don't think -- at least the committee
 14 does not believe that we're there yet, and so
 15 we request that we take this process and this
 16 particular ordinance under review and perhaps
 17 include the comments that we offer tonight.
 18 And with that, I thank you. If you have
 19 any questions, I'm here.
 20 CHAIRMAN AIZENSTAT: Thank you. Welcome
 21 back.
 22 MR. SALMAN: And it's very nice to be on
 23 this side of the dais for once. I appreciate
 24 it. Thank you.
 25 MS. MENENDEZ: No more speakers.

1 CHAIRMAN AIZENSTAT: Okay. At this time,
 2 we'll go ahead and close the floor for
 3 comments, and open it up.
 4 MR. GRABIEL: If I may start, I'm very
 5 happy to hear the AIA has come to us with those
 6 comments. I am vehemently opposed to dictating
 7 that any architecture in the City needs to be
 8 Mediterranean. I think the City has had a
 9 history and a tradition of encouraging
 10 Mediterranean architecture, supporting it,
 11 giving it bonuses to bring it about, but not
 12 demand it, and the way this is written, it's
 13 demanding Mediterranean architecture, and you
 14 could do beautiful townhouse design without
 15 having to demand Mediterranean architecture.
 16 CHAIRMAN AIZENSTAT: Okay.
 17 MR. BELLIN: I have a number of comments
 18 and questions. In this document, it states
 19 that you drew from the stricter of the MFSA and
 20 the MF2. I really think that's backwards. The
 21 stricter of those two zoning districts are the
 22 MF2, not the MFSA. That's my first comment.
 23 I notice that the front setback required
 24 for townhouses is 10 feet. I think that ought
 25 to be reduced to five feet, and that's what it

1 is in the MFSA with the front setback
 2 reduction.
 3 MR. WU: Yes, we agree with that, and
 4 there's some provision how it can be reduced to
 5 five feet, yes.
 6 MR. BELLIN: Yeah, and I think it ought to
 7 be set at five feet.
 8 MR. WU: Okay.
 9 MR. BELLIN: If we look at what happens
 10 when you have a townhouse -- and most of these
 11 lots, I think, are going to be interior lots.
 12 MR. WU: Yes.
 13 MR. BELLIN: So you've got a 100-by-100
 14 foot lot, or 110, in the center of the block on
 15 Segovia. If you don't have access to a side
 16 lot, how do you manage to get alleys?
 17 MR. WU: On the situation we showed you,
 18 you need to have enough lots to create an alley
 19 in the back.
 20 MR. BELLIN: But how do you do that if you
 21 don't have access to either side? You have a
 22 100-foot lot. You can't put a drive-through --
 23 MR. WU: You cannot, right.
 24 MR. BELLIN: -- in the center.
 25 MR. WU: You need to have enough

1 100-foot -- You need to have enough width, like
 2 we showed you in that case to create one.
 3 MR. BELLIN: On Segovia, you would need the
 4 full end cap to be able to achieve that.
 5 MR. WU: Or to have a corner lot.
 6 MR. BELLIN: Or to have a corner lot.
 7 MR. WU: Or to have a corner lot.
 8 MR. BELLIN: And if you have an interior
 9 lot, you can't create the alley, because the
 10 rear setback in an MF1 is 10 feet.
 11 MR. WU: That's correct.
 12 MR. BELLIN: So there's no way you can
 13 create the alley.
 14 MR. WU: In some situations, we know this
 15 will not work. In certain situations, we know
 16 it can work, and we showed you two examples
 17 where it can work.
 18 MR. BELLIN: Okay.
 19 MR. WU: You just have to be in the right
 20 circumstance for it to work. So we can foresee
 21 two corner lots coming in different time
 22 periods: A corner lot coming in and it's
 23 working and it created a rear alley, and then a
 24 few years later, the northern lot comes in and
 25 they create a rear alley and connect the alley

1 together. And this Code does take into
 2 consideration that if an alley is created and
 3 the adjacent lot comes forward, the alley has
 4 to come through and you have to allow cross
 5 access for all properties.
 6 So we don't have a solution for coming in
 7 internal and you don't have the lot width, per
 8 se, because practically speaking, we insist
 9 that the alley has to be in the back. So
 10 there's a logistical geographic problem to
 11 alleys that are in the back for an interior
 12 lot, yes.
 13 MR. BELLIN: Okay. Another issue for me
 14 is, you've got to create the alley, 20 feet.
 15 You have to have a buffer between the alley --
 16 MR. WU: Yes.
 17 MR. BELLIN: -- and the single-family
 18 residence.
 19 MR. WU: Yes.
 20 MR. BELLIN: And that, according to the MF1
 21 district, is five feet.
 22 MR. WU: Yes.
 23 MR. BELLIN: So now you've got five feet
 24 and you've got 20 feet.
 25 MR. WU: Right.

1 MR. BELLIN: According to the Public Works
 2 Department, the required back-out is 22 feet.
 3 So now you've got another two feet that you
 4 have to set -- even though the setback is zero,
 5 you've got to set the parking in another two
 6 feet.
 7 MR. WU: Uh-huh.
 8 MR. BELLIN: So now you've lost five feet,
 9 20 feet, and the depth of the garage. And what
 10 you lose in the front, the 10 feet. You end up
 11 with probably, on a 110-foot lot, probably a
 12 little over 50 feet.
 13 MR. WU: But if we reduce the front to
 14 five, you gain five in the front.
 15 MR. BELLIN: You gain five. And I think
 16 that the buffer probably doesn't need to be
 17 five, either.
 18 MR. WU: I think we will take it up with
 19 Public Services to see what lower width is
 20 practical.
 21 MR. BELLIN: Okay.
 22 MR. WU: The goal is that we want to
 23 respect the single-family homes in the back,
 24 and more often than not, those are
 25 single-family homes' side elevation of the

1 home. So you want to respect that, because
 2 they were there first. We want any
 3 redevelopment to respect that, and, if any
 4 impacts, mitigate that. So we're not sure the
 5 wall is the best solution. If there's a wall,
 6 we should have landscaping to protect that.
 7 MR. BELLIN: Okay.
 8 MR. WU: Because we're allowing a
 9 three-story product for the townhouse product.
 10 MR. BELLIN: Okay. Also, I'd like to
 11 recommend that the back-out into an alley needs
 12 to be 20 feet, not 22.
 13 MR. WU: We'll discuss that with Public
 14 Works. That's a very valid point.
 15 MR. BELLIN: Okay. Why are the width of
 16 the townhouses set at 22 feet?
 17 MR. WU: I think that's based on past
 18 experience, what we've approved. If we can be
 19 proven otherwise, that a narrow width can work,
 20 we want the product that actually works
 21 interior, internally. But if there's some
 22 evidence out there that another width will work
 23 better, we'll be glad to entertain that.
 24 MR. BELLIN: I'm not talking about a narrow
 25 width. I'm talking about an expanded width.

1 openings in that wall.
 2 MR. WU: That's correct.
 3 MR. BELLIN: So -- and that's a fire issue.
 4 So I think that you can't really mandate that
 5 all the elevations be fully developed, because
 6 I really don't think that when you have a zero
 7 setback, you can fully develop an elevation.
 8 MR. WU: I'd like to clarify that. That's
 9 a good observation. We do want to see a
 10 product that can be a continuation on the
 11 typology of a townhouse, so we are not opposed
 12 to a zero setback on the side. We've shown you
 13 examples where they come back later and say,
 14 "We want to do five more next to it." We've
 15 seen examples where actually you do have a side
 16 setback with openings, and if the next product
 17 comes along, they also have a setback with
 18 openings but continue the typology. So we
 19 actually are open to both options. We think a
 20 zero setback is conducive where continuing the
 21 product on that street makes sense. So, in
 22 that respect, yes, with a zero side setback, it
 23 will not make sense to have four-sided
 24 architecture. It will just be the front and
 25 the back. Thank you for clarifying that.

1 You create a garage. Requirements for a
 2 garage, the interior dimension needs to be 22
 3 feet.
 4 MR. WU: Yes.
 5 MR. BELLIN: If you have center to center,
 6 for townhouse width, center to center, you
 7 don't have the required 22 feet for the width
 8 of the garage. So what I'm suggesting is maybe
 9 that number ought to be 23 feet --
 10 MR. WU: Okay.
 11 MR. BELLIN: -- center to center, and that
 12 gives you enough to develop a two-car garage,
 13 because according to the MF1 in the townhouses,
 14 you're required to have two parking spaces.
 15 MR. WU: Yes. So 23 feet, we'll take that
 16 into consideration.
 17 MR. BELLIN: Okay. As far as the side
 18 facades, when you're on a corner lot, you can
 19 develop something with respect to, you know, a
 20 fully developed elevation.
 21 MR. WU: Yes, sir.
 22 MR. BELLIN: But when you're at a zero
 23 setback on an interior property line, there's
 24 nothing you can put there. You can't cross
 25 over the property line. You can't have any

1 MR. BELLIN: Okay. The next issue is --
 2 This is just a clarification. With respect to
 3 townhouses, "b" and the setback
 4 requirements --
 5 MR. WU: Can you tell us which page you're
 6 on?
 7 MR. BELLIN: Page 6, Number 4, setback
 8 requirements. You've got the front setback,
 9 which I think needs to be changed to five feet,
 10 but you've got side and rear setbacks; "i" says
 11 interior property lines and abutting alley
 12 setback, zero.
 13 MR. WU: Yes.
 14 MR. BELLIN: Then it says, abutting a
 15 public street or property line. Well, you've
 16 got property line at zero and property line at
 17 10, so it needs to be one or the other, I
 18 think.
 19 MR. WU: Actually, we -- After this was
 20 published, we came back to revisit the setback
 21 and we thought all the setbacks needed to be
 22 revisited, like the one you pointed on the
 23 front. So let us come back and give you some
 24 setback numbers that make more sense. We're
 25 not sold to these numbers, per se, but we just

1 wanted to introduce to you the idea, the
 2 locations and the premise of a town home
 3 product in MF1, whether appropriate or not. I
 4 think setbacks are all up for discussions.
 5 MR. BELLIN: Okay. I just wanted to bring
 6 those in.
 7 MR. WU: Very good, sir.
 8 MR. BELLIN: I think that's all.
 9 MR. PEREZ: I just have a quick question
 10 about the cross access agreement.
 11 MR. WU: Yes.
 12 MR. PEREZ: In the event that a property
 13 owner doesn't own block to block and there
 14 needs to be entered into an agreement with your
 15 neighbor. So my question is twofold. Number
 16 one, what happens if the neighbor doesn't want
 17 to -- I assume that's going to be a tri-part --
 18 Craig's not here -- be a tri-party agreement or
 19 agreement between the town home owner, the
 20 neighboring property --
 21 MR. WU: Yes.
 22 MR. PEREZ: -- and the City?
 23 MR. WU: Yes.
 24 MR. PEREZ: Okay. So what happens if the
 25 neighboring property owner doesn't want to

1 execute the agreement?
 2 MR. WU: Let's clarify this. This is going
 3 to be done -- if the alley is going to be
 4 through, it's an evolution product, and I wish
 5 I had the slide up in front of us, but just
 6 picture in a block with a corner lot, in a
 7 corner block, that only the southern half comes
 8 in first. We can have an alley, like we saw in
 9 the last product here, coming through from the
 10 side street and it stops, because you only own
 11 half of the block.
 12 This is a product where I think I can
 13 illustrate my point. This is a corner lot.
 14 They do not have the entire block, so this will
 15 work either this way or this way. What they've
 16 done is, they've created an alley in the back.
 17 So what we'll ask for this product in the
 18 future is for them to have a cross access
 19 easement available in case these folks come in
 20 the future. So these folks will not give
 21 consent now, but if they come in and they want
 22 to do a town home product, they will have to
 23 give consent for these folks to cross, and
 24 likewise, the other way around. So it's an
 25 evolutionary type, to make this through. We do

1 not want to create a situation where they have
 2 an alley, they create the same product, they
 3 have an alley, and then the alley doesn't come
 4 through.
 5 MR. PEREZ: All right, so what you're
 6 saying, then, just to be clear, is to cross --
 7 What you're referring to as the cross access
 8 agreement --
 9 MR. WU: Yes.
 10 MR. PEREZ: -- will be entered into at a
 11 future date --
 12 MR. WU: Yes.
 13 MR. PEREZ: -- should your neighboring
 14 property be developed?
 15 MR. WU: Developed, and they, the one who
 16 developed first, will have to give approval as
 17 part of the conditional use approval.
 18 MR. PEREZ: Okay.
 19 MR. WU: So, in advance, you want to get
 20 the approval, and when the neighbor comes in
 21 and we tell the neighbor, "You have to do
 22 yours," you have to go back to product A,
 23 saying, "You agreed at the time when you got
 24 your approval to let this alley be through."
 25 MR. PEREZ: Okay, so then my question still

1 stands. What happens if then the association
 2 or whoever controls --
 3 MR. WU: It's a condition of the approval.
 4 I'd have to talk to the attorney to make sure.
 5 MR. FLANAGAN: You're onto something.
 6 MR. PEREZ: Again, I just want to make
 7 sure, and I'm kind of trying to look at this
 8 from all angles, is, basically, what I don't
 9 want a future builder to be in a position is, I
 10 would only assume that that will be a condition
 11 of approval, which means --
 12 MR. WU: Yes.
 13 MR. PEREZ: -- if this doesn't happen, he
 14 doesn't get a permit. I don't want a future
 15 builder to be in a position where his project
 16 can't go forward because it kind of gets stuck
 17 at that access point.
 18 MR. WU: Well, I'm thinking of a covenant
 19 being recorded, that is known to the world,
 20 that they have to give consent to cross access
 21 in case the future developer comes in for the
 22 next-door neighbor to develop.
 23 MR. LEEN: Did you have a specific
 24 question?
 25 MR. PEREZ: It's more clarity, more than

1 anything. It's just to better understand how
2 the process of a cross access agreement is
3 going to work. You know, my concern is, is
4 that a condition of approval for a project --
5 so if the neighboring owner doesn't want to
6 enter into the agreement, does that mean that
7 your project can't go forward?

8 MR. WU: I'm sorry, you're correct. If the
9 neighbor, next-door neighbor, is not going to
10 give the approval, then that cannot move
11 forward, because our goal is to have an alley
12 in the back for the neighbor and the alley to
13 be through, so that would be a condition for
14 them, as well.

15 MR. LEEN: I mean, generally -- generally
16 these agreements are approved as to form by my
17 office, but if that's a requirement of the
18 ordinance, it would generally be imposed -- The
19 tradition has been, it's imposed as a
20 condition. It's subject to my approval for
21 form and efficiency. I would generally approve
22 a form that would be used.

23 MS. ALBERRO MENENDEZ: But the condition
24 you're mentioning is -- Are you mentioning a
25 condition where the properties are in the

1 middle of the block?

2 MR. PEREZ: No. I mean --

3 MS. ALBERRO MENENDEZ: Because if it's at
4 the corner, my understanding is that --

5 MR. PEREZ: It could happen whether it's in
6 the corner or the middle, because you could
7 control a corner property on, say, for example,
8 the south side, and you don't control a corner
9 on the north side, and let's say the corner on
10 the north side never gets developed. The south
11 side does. What I just want to try to avoid is
12 that this cross access agreement can't, in
13 essence, kill a project from going forward.

14 MS. ALBERRO MENENDEZ: But the service
15 alley, did I hear right that -- Would you be
16 looking at the two property owners plus the
17 City approving it, I mean, or entering into
18 some agreement? Who maintains that alley?
19 Wouldn't that be a private service alley?

20 MR. WU: It's a private alley.

21 MS. ALBERRO MENENDEZ: Yeah. The City
22 wouldn't have anything to -- I mean, you
23 don't -- Why would you want the City to be tied
24 into that alley?

25 MR. WU: Because we think for the alley to

1 make sense, it should be through.

2 MS. ALBERRO MENENDEZ: Right. That should
3 be a condition of the permit, but I mean, you
4 want the City to sign -- I don't understand the
5 whole relationship there. If it's a public --
6 a private alley --

7 MR. WU: Well, I'll leave it up to the City
8 Attorney, if we say the City is going to be a
9 signature, but we need to approve the form and
10 substance of a cross access easement.

11 MS. ALBERRO MENENDEZ: Yes, I understand
12 that part.

13 MR. LEEN: Well, it's being -- It is a
14 requirement of the ordinance that they agree to
15 the cross access alley. I would think that we
16 would generally -- I don't necessarily think
17 that that means we have to be a signatory to
18 it. It's just, there would be a form and legal
19 sufficiency. I need to make sure that the
20 requirement is met, and what I found in the
21 past is, when we do these -- when we do the
22 approval and they have the conditions, a lot of
23 the conditions are put into either a
24 restrictive covenant, or here it's an
25 agreement, and it's approved as to form and

1 legal sufficiency by the City Attorney.

2 But I can -- I will think about this, as
3 this goes to the Commission, depending on how
4 you recommend it, and I'll talk to Staff about
5 it, and we'll take that into account. If you
6 have a view as to what this should be, I think
7 you should state it, because I think we could
8 certainly change it.

9 MS. ALBERRO MENENDEZ: I just think that it
10 should be a private alley and it should be part
11 of the development of the townhouses. I think
12 your concern is the fact that you have to get
13 the neighbor in the back to sign off to the
14 alley, but if it's a private alley and you put
15 a privacy wall or you put whatever provisions
16 we could to protect the neighbor in the back, I
17 don't know why we would have to require the
18 back neighbor to sign off on the alley.

19 MR. PEREZ: Right.

20 MS. ALBERRO MENENDEZ: As long as it's
21 private, it's for access, and you have to allow
22 it to be for access, I mean, I think we
23 could -- I mean, I understand what you're
24 saying, is what I'm saying.

25 MR. BELLIN: If I --

1 CHAIRMAN AIZENSTAT: Jeff?
 2 MR. FLANAGAN: But did I hear that you were
 3 going to have the access agreement executed or
 4 entered into if, in your case, Alberto, the
 5 property to the north redevelops?
 6 MR. WU: No, not at the time a Property A
 7 gets developed first and there's no one to sign
 8 an agreement with yet. It's when Property B
 9 comes in the future, then agreements will have
 10 to be signed.
 11 MR. FLANAGAN: But I think you need
 12 something from Developer A, which is going
 13 first, at the time of development, to grant an
 14 easement -- I don't know if you can make it
 15 contingent on a future development of Property
 16 B to the north, but I think you need to get
 17 that before a permit gets issued, because --
 18 Albert, I think where you may have been headed,
 19 or at least that's where I thought you were
 20 going, was, if it gets developed, it's
 21 condominiumized, you may not ever get the
 22 association to sign off. I don't know if it
 23 would be fee simple, if that's going to be
 24 possible with this product type, but if it is,
 25 are you going to be able to get three to 10

1 separate owners to sign off? Sure, there may
 2 be a covenant, but you end up having to take
 3 them to court, and nobody really wants to buy
 4 into that. So I think tying it all up as early
 5 as possible is the way to go.
 6 MR. LEEN: I -- If I may, I would -- It's
 7 going to be part of the conditional use
 8 approval process, so it will be a requirement,
 9 and then it does say in this proposed ordinance
 10 that it's a legal instrument satisfactory to
 11 the City Attorney. Now, I didn't think that
 12 necessarily meant that we would sign it,
 13 though. I just think that I have to approve
 14 the form and sufficiency.
 15 MS. ALBERRO MENENDEZ: That's fine.
 16 MR. LEEN: But that's common. That's the
 17 way we usually do it. But the way it's written
 18 now, that's the way it would come to me. I'd
 19 have to approve, for form and legal
 20 sufficiency, the legal instrument that's used,
 21 to make sure that it achieves the purpose of
 22 having this land restricted for this private
 23 alley, so it couldn't be used for something
 24 else.
 25 MR. BELLIN: Craig, let me ask you a

1 question. Why can't you make this requirement,
 2 this condition, at the time a building permit
 3 is issued, say, you know, "We'll issue a
 4 building permit based on these conditions,"
 5 just like the height of your wall and where
 6 your air conditioning can go and everything
 7 else?
 8 MR. LEEN: I've raised this issue with
 9 Staff before. I've been told that it's hard
 10 for them to do conditional permits, that it's
 11 better to do it as part of the conditional use
 12 approval. I could ask Development Services
 13 about it. I mean, our tradition is that it
 14 goes into the resolution or ordinance approving
 15 the conditional use --
 16 MR. WU: Yes. That's right.
 17 MS. ALBERRO MENENDEZ: I think that's a
 18 better way.
 19 MR. LEEN: -- depending on the
 20 circumstances. The timing of when it's done,
 21 that can be put into the condition. I mean, it
 22 could be done later. Usually it says within, I
 23 think, 30 days of the approval, and I can
 24 extend it for good cause. But you could make
 25 that later in the process if you thought that

1 was appropriate.
 2 Do you have any thoughts, Charles?
 3 MR. WU: I just wanted to address
 4 Mr. Flanagan's point. I think we'll pursue it.
 5 I think that's a good suggestion. We would
 6 like to encourage going down that path to get
 7 the documents signed early and make it
 8 official, so you tie its successors and assigns
 9 in the future. Thank you.
 10 MS. ALBERRO MENENDEZ: Let me ask you, is
 11 the property owner that's putting in the
 12 service alley signing to the future use of that
 13 alley if in fact --
 14 MR. WU: No. You mean, by Public Works?
 15 MS. ALBERRO MENENDEZ: No. No, no. What
 16 I'm saying is that the developer that's putting
 17 in the service alley, are they signing to the
 18 fact that if the development to their -- I
 19 don't know, to their north or to their --
 20 across from them, behind them -- builds
 21 townhouses, that they in fact will allow the
 22 use of that alley?
 23 MR. WU: Yes.
 24 MS. ALBERRO MENENDEZ: Okay, good. That's
 25 good.

1 MR. WU: Yes.

2 CHAIRMAN AIZENSTAT: One question. Have

3 you gone ahead and brought this before Public

4 Safety, as far as creating alleys within the

5 City and how they feel about it?

6 MR. WU: We'll bring that the next time

7 around, to get their input.

8 CHAIRMAN AIZENSTAT: I mean, I like the

9 idea of the row houses and everything. I'm

10 just a little concerned about creating alleys

11 within our City, as far as public safety and so

12 forth.

13 MR. WU: Alleys are a very important

14 component for the City fabric. We have alleys

15 throughout the City. I don't see how creating

16 another alley, public or private, creates more

17 burden on public safety, but we'd be glad to

18 share with them. We can incorporate some

19 concepts of crime prevention -- to remember,

20 in design concepts, as part of the review, that

21 certain concept of how to design things in

22 terms of landscaping and physical improvements

23 that can reduce crime situations.

24 CHAIRMAN AIZENSTAT: Right.

25 MR. WU: But we'd be glad to talk to the

1 Police Department.

2 CHAIRMAN AIZENSTAT: Because most of the

3 areas that you're describing are near the

4 commercial areas, aren't they?

5 MR. WU: Yes, sir.

6 CHAIRMAN AIZENSTAT: That's why I'm having

7 a concern with it.

8 MR. WU: And Ponce does have alleys

9 throughout.

10 CHAIRMAN AIZENSTAT: I'm sorry?

11 MR. WU: Ponce de Leon does have alleys.

12 CHAIRMAN AIZENSTAT: Exactly. Yes, I

13 agree. It's just we're adding more.

14 MR. LEEN: Mr. Chair?

15 CHAIRMAN AIZENSTAT: Yes.

16 MR. LEEN: You know, I do feel that there

17 should be some ability, if there is this

18 condition and you do enter into this cross

19 access agreement or this legal instrument, if

20 the development never goes forward later, you

21 know, at the building permit phase, I do think

22 there should be a way to release it, though. I

23 mean, obviously, we can't have a private alley

24 forever if there's no townhouses. So I think

25 that that's what I would put in -- I think that

1 should be -- That could be dealt with in the

2 form, though, as well.

3 MR. WU: Yes.

4 CHAIRMAN AIZENSTAT: And the other comment

5 which I had would be, in your slide

6 presentation of item number -- the second

7 example that you had, to me it looked more like

8 apartments, as opposed to row houses. And I

9 know we have a very capable Board of Architects

10 and so forth, but I would encourage that the

11 row houses actually look like row houses --

12 MR. WU: Okay.

13 CHAIRMAN AIZENSTAT: -- and not start to

14 look like apartments, because I think that

15 would defeat the whole purpose of what you're

16 trying to do.

17 MR. WU: You're concerned about the

18 cookie-cutter look and you want them more

19 individually?

20 CHAIRMAN AIZENSTAT: Correct.

21 MR. WU: Okay.

22 CHAIRMAN AIZENSTAT: Any other comments?

23 MS. ALBERRO MENENDEZ: I have a question.

24 The maximum height of the three floors and 35,

25 is that consistent with what we allow for the

1 townhouses now or --

2 MR. WU: That's a good point. The

3 townhouses we showed you are in the MFSA. They

4 are a self-contained zoning district, with no

5 adjacent single-family districts next to it.

6 The Code does make provision, if you're

7 adjacent to a single-family district, it has

8 to be -- come down to 35 feet or three stories.

9 MS. ALBERRO MENENDEZ: Are the other ones

10 45 feet or --

11 MR. WU: The others can go up to 45 feet --

12 MS. ALBERRO MENENDEZ: 45 feet.

13 MR. WU: -- in the MFSA, yes.

14 MS. ALBERRO MENENDEZ: Okay, and what is

15 the maximum height of a single-family?

16 MR. WU: 29 feet.

17 MS. ALBERRO MENENDEZ: 29? Okay.

18 CHAIRMAN AIZENSTAT: Jeff?

19 MR. FLANAGAN: And what is the max height

20 in MF1?

21 MR. WU: MF1? Hold that thought.

22 And you're talking about what kind of use?

23 For duplexes, they are 29 feet.

24 MS. ALBERRO MENENDEZ: 29 for duplexes?

25 MR. FLANAGAN: Duplexes, 29. All right,

1 and then --
 2 MR. WU: It's 29 feet, the first 50 feet of
 3 the lot depth, and you can go higher, 39 feet,
 4 for the remaining of the lot depth. So it's --
 5 MR. FLANAGAN: Right.
 6 MR. WU: It's staged.
 7 MR. FLANAGAN: And if the remaining of the
 8 lot depth abuts the single-family, then you
 9 couldn't go 39, you could only go, what, 35?
 10 Is that what I heard earlier?
 11 MR. WU: Right.
 12 MR. BELLIN: There's a provision, and I
 13 think the provision says that if you're
 14 within -- depending on where you are, if you're
 15 within a hundred feet of single-family, in some
 16 instances 50 feet, that's where you drop the
 17 height, and then once you're past the 50 feet,
 18 you can pop up, usually it's three stories or
 19 45 feet, as opposed to three stories or 35
 20 feet.
 21 MR. FLANAGAN: Okay. I'll come back to the
 22 height. On the examples that you gave, I think
 23 the most -- the highest FAR I heard was 1.3
 24 plus or 1.4?
 25 MR. WU: Yes.

1 density, and I think that becomes the
 2 overriding question or theory about what was
 3 the intent of the City, and for these areas,
 4 where do we want it to end up? We end up
 5 going -- I mean, this is all contingent on a
 6 change to the Master Plan to double the density
 7 from nine to 18 to the acre, which I think is
 8 significant. And the MF1, the duplexes, most
 9 of them are on the major north-south roadways
 10 in the City. They are the buffer. But they're
 11 a buffer that has a visual appeal or a look
 12 more like a single-family home, or like a
 13 larger home. They're set back from the street.
 14 They have side setbacks. They have rear yards.
 15 So, from a density standpoint, you are --
 16 you're transitioning from either the roadway or
 17 the commercial district to the single-fam, but
 18 yet you have an appearance of a less intense
 19 use because of the green space. And the way
 20 I'm reading this, you end up maximizing the
 21 building envelope on the properties by bringing
 22 it to the streetfront. You then -- I mean,
 23 there's some setback in the rear, but you have
 24 probably a detached garage in the rear. You're
 25 now bringing, I think, a potentially much

1 MR. FLANAGAN: But yet here we're talking
 2 about going 2.0.
 3 MR. WU: Yes.
 4 MR. FLANAGAN: Why wouldn't we keep it --
 5 If we're in the MF1 district, why would we go
 6 higher than what any of the others have built
 7 or are proposing, and not keep it at or below
 8 where they're at?
 9 MR. WU: That's a very good point, and I
 10 think that should be something -- a direction
 11 you can give to Staff, to revisit the FAR. It
 12 was upon our investigation of these five
 13 examples, we realized they're substantially
 14 lower than the allowed FAR, and we think,
 15 actually, market-wise, it doesn't have to be a
 16 2.0, because as you go higher, the cost-benefit
 17 doesn't come up with the cost of selling the
 18 unit. So we agree with you on that.
 19 MR. FLANAGAN: Okay.
 20 MR. BELLIN: But in reality, you can never
 21 get to 2.0.
 22 MR. WU: True.
 23 MR. BELLIN: It's somewhat less than that.
 24 MR. FLANAGAN: So, a question Mr. Salman
 25 mentioned, that we're an urban city with urban

1 higher or same height product, much closer to
 2 the single-family than probably exists right
 3 now. Sure, there's exceptions, but I think
 4 overall, if this were to go through as drafted,
 5 at some point, the Ponce, the LeJeune, the
 6 Segovia corridor will probably be filled with
 7 town homes, maximizing the entire building
 8 envelope right up at the streetfront, and I'm
 9 not convinced that these are the areas where we
 10 want such imposing structures at the
 11 streetfront as we would more in a commercial
 12 district or more intense district, because I
 13 don't view the Ponce area between Bird and the
 14 courthouse as being overly intense from a
 15 residential standpoint. LeJeune maybe could
 16 accommodate it because of the nature of the
 17 roadway, but Segovia, I think, is a very unique
 18 aesthetic, a visual appeal as you drive up,
 19 because of the way these buildings had been
 20 constructed in the past and what's remained.
 21 Yes, redevelopment is needed. Progress is
 22 definitely a good thing. But I think this may
 23 take a few steps too many at this point. So I
 24 know it's going to come back in front of us, so
 25 I look forward to some changes and we'll look

1 at it better, but I think this is a little too
 2 much for right now.
 3 MR. BELLIN: Let me mention that the
 4 density really hasn't changed. On paper it
 5 has, but in reality it hasn't. If you have a
 6 lot and it's 50 by 100 --
 7 MR. FLANAGAN: I did the math.
 8 MR. BELLIN: -- and you put a duplex, it's
 9 two units. So you've got two units on a
 10 50-by-100-foot lot. If it's 100-by-100, you've
 11 got four units.
 12 MR. FLANAGAN: Right.
 13 MR. BELLIN: So if you've got ten
 14 50-by-100-foot lots, which is --
 15 MR. FLANAGAN: It's slightly more than the
 16 nine, but it's not close to 18.
 17 MR. BELLIN: No, it is. It's very close to
 18 the 18. If you have an acre, that's a
 19 different issue, but if you have individual
 20 50-foot lots, you can put two units on each of
 21 those lots, and eight of those lots would make
 22 up a little less than an acre.
 23 MS. ALBERRO MENENDEZ: But the massing is
 24 more.
 25 MR. FLANAGAN: Right.

1 MS. ALBERRO MENENDEZ: And I think one of
 2 Jeff's points is that in some of these areas,
 3 they're so close to single-family residents
 4 that you're kind of like -- You've got to be
 5 careful.
 6 MR. WU: But that's why we wanted to have
 7 the rear alley concept, so at least the alley,
 8 the rear alley, has a 20-foot --
 9 MS. ALBERRO MENENDEZ: Right, buffer.
 10 MR. WU: -- separation, and then the
 11 landscape buffer also aids in that. So we
 12 tried to mitigate the impact as much as we can,
 13 and with your idea of lowering the FAR, I
 14 think, try to make it more -- I don't know, a
 15 lower scale product than a more intense use
 16 product.
 17 I hear your concerns about Ponce. Maybe we
 18 can deepen the front setback at Ponce, if that
 19 is more of a highly traveled area that warrants
 20 a deeper setback, but Segovia and maybe
 21 LeJeune, we could consider those things as
 22 well.
 23 MS. ALBERRO MENENDEZ: I think you need to
 24 look at the areas --
 25 MR. WU: The context.

1 MS. ALBERRO MENENDEZ: -- not necessarily
 2 look at overall, everyone getting everything,
 3 you know? You need to look at the area, the
 4 characteristics of the area, see if five-foot
 5 setback is enough, if 10-foot setback is
 6 enough, does it need more --
 7 MR. WU: Sure.
 8 MS. ALBERRO MENENDEZ: -- instead of being
 9 one regulation for everything.
 10 CHAIRMAN AIZENSTAT: Instead of being
 11 general.
 12 MS. ALBERRO MENENDEZ: Right, I think.
 13 MR. BELLO: You know, we've had villages,
 14 the different villages around the City, and
 15 they integrate very well --
 16 MS. ALBERRO MENENDEZ: Yes.
 17 MR. BELLO: -- into the single-family.
 18 MS. ALBERRO MENENDEZ: It's true.
 19 CHAIRMAN AIZENSTAT: That's a good point.
 20 MR. BELLO: And I think, also, it addresses
 21 the issue of the Mediterranean, because it was
 22 discouraged, the villages that we have.
 23 MS. ALBERRO MENENDEZ: The Chinese Village,
 24 the Dutch Village, right. That's a good point.
 25 The French.

1 MR. GRABIEL: I had -- I actually tried to
 2 take a look at a typical site and apply the
 3 regulations that are here, and I couldn't come
 4 up with a good product. I'm glad that you're
 5 going to take a look at the setbacks and the
 6 lot coverage and the FAR, because it just
 7 didn't make sense. Once you put the side
 8 setbacks and you put the front setbacks and you
 9 put the lot coverage and you do the FAR, I
 10 don't know what you're getting.
 11 So when you come back, I would love to
 12 see -- take two or three typical blocks where
 13 you're suggesting to putting these townhouses
 14 and have the Staff take a look at it and see
 15 how, using the regulations, the site would look
 16 and how a cross section between -- going
 17 through the street, through the townhouse and
 18 the single-family behind it, to see how the
 19 height of the townhouse as it's proposed would
 20 look to a residential next to it.
 21 MR. WU: Sure.
 22 MR. GRABIEL: Okay. I do like the idea of
 23 the townhouses. I think that's wonderful, and
 24 I think the City and those corridors are fine,
 25 but I think it has to be fine tuned, and again,

1 I reinforce it, the City has never had the
 2 dictamen where we force a developer and an
 3 owner to have a style. We encourage it, but to
 4 force Mediterranean architecture throughout the
 5 townhouse -- the new townhouses, I think it's
 6 not right.
 7 MR. BELLIN: There is an instance where the
 8 City forces you to design in a Mediterranean
 9 style, and that's in the MFSA District. That's
 10 a requirement. And you don't get Med Bonuses
 11 for it except with respect to density. So
 12 you've got to design in the Mediterranean
 13 style, and if you include more elements that
 14 are in the tables, you can get a higher
 15 density.
 16 MR. GRABIEL: Right. Well, but that's an
 17 encouragement to take it --
 18 MR. BELLIN: Yeah, but still it's got to be
 19 in Mediterranean style.
 20 MR. GRABIEL: Uh-huh.
 21 MR. BELLIN: So they are forcing you to
 22 design in that style.
 23 MR. WU: Can I ask the Chair if there's
 24 consensus on that point?
 25 CHAIRMAN AIZENSTAT: Yes.

1 MS. ALBERRO MENENDEZ: Yes.
 2 MR. FLANAGAN: Yes.
 3 CHAIRMAN AIZENSTAT: There is.
 4 MR. WU: Thank you.
 5 MS. ALBERRO MENENDEZ: Thank you.
 6 CHAIRMAN AIZENSTAT: So you will -- Any
 7 other comments?
 8 MS. ALBERRO MENENDEZ: I'd like to just
 9 request, whenever you all put together, a Staff
 10 Report, and you mention sections of the Code,
 11 can you please add those sections to your
 12 report?
 13 MR. WU: We'll try.
 14 MS. ALBERRO MENENDEZ: Yes, please.
 15 MR. WU: Thank you.
 16 MS. ALBERRO MENENDEZ: Thank you.
 17 MR. GRABIEL: Oh, and also --
 18 MS. ALBERRO MENENDEZ: And maps.
 19 MR. GRABIEL: And a map, yes, so that we
 20 know which areas you're referring to.
 21 MR. WU: Sure.
 22 MR. GRABIEL: Okay? Thank you.
 23 MR. TORRE: Mr. Chair, I was late and I --
 24 If you would allow me to ask a question. I'm
 25 sorry, I was late and I didn't have time to

1 register.
 2 CHAIRMAN AIZENSTAT: To this specific
 3 item?
 4 MR. TORRE: And this question may be
 5 helpful to you.
 6 CHAIRMAN AIZENSTAT: If it's something
 7 quick, please.
 8 MR. TORRE: Thank you.
 9 For the record, Benny Torre, 208 Andalusia.
 10 There's a thing about Segovia that to me is a
 11 little particular, is that Segovia doesn't
 12 have a -- Cars park along the street on
 13 Segovia. The issue with parking on Segovia has
 14 always been an issue for me. The deal with
 15 MFSA is that it has a parking requirement
 16 associated with the regulations. I haven't
 17 heard anything talked about the parking
 18 requirements and how they would relate to, for
 19 example, Segovia, and how cars park, and maybe
 20 a sidewalk maybe being a requirement to that,
 21 as well.
 22 And the second thing is, and I'm not sure
 23 if this has been done. I'm not sure of this.
 24 Sewer on Segovia? And if there's no sewer,
 25 with the septic tanks, this product wouldn't

1 work.
 2 MS. ALBERRO MENENDEZ: It's true.
 3 MR. TORRE: Thank you.
 4 CHAIRMAN AIZENSTAT: Thank you.
 5 Any other comments? No?
 6 Charles? You're all set with --
 7 MR. WU: Yes, we've got the direction.
 8 Thank you.
 9 CHAIRMAN AIZENSTAT: Thank you very much.
 10 And also, what I'd like to ask is, when you
 11 have a PowerPoint presentation, if you could
 12 include it in our packets.
 13 MR. WU: That's tough, because you work on
 14 the PowerPoint at the day of the meetings. If
 15 we can, we will.
 16 CHAIRMAN AIZENSTAT: The best you can. If
 17 you have to rearrange it, it's fine, but in the
 18 past we've been able to get the PowerPoint
 19 presentations in the packets.
 20 MR. WU: From Staff?
 21 CHAIRMAN AIZENSTAT: From Staff. It has
 22 actually allowed us to review it and get a
 23 better idea of the overall scheme. It would
 24 help, and if it changes during your
 25 presentation, that's fine.

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1 MR. WU: Okay.
2 CHAIRMAN AIZENSTAT: Thank you very much.
3 MR. WU: Thank you.
4 CHAIRMAN AIZENSTAT: Craig, do we need a
5 motion to continue this or --
6 MR. LEEN: Yes. What I would do is move to
7 continue it to the next meeting.
8 MR. GRABIEL: I'll move it.
9 MR. FLANAGAN: Second.
10 CHAIRMAN AIZENSTAT: We have a motion
11 moved, a second. Any comment? No?
12 Call the roll, please.
13 MS. MENENDEZ: Maria Menendez?
14 MS. ALBERRO MENENDEZ: Yes.
15 MS. MENENDEZ: Alberto Perez?
16 MR. PEREZ: Yes.
17 MS. MENENDEZ: Marshall Bellin?
18 MR. BELLIN: Yes.
19 MS. MENENDEZ: Anthony Bello?
20 MR. BELLO: Yes.
21 MS. MENENDEZ: Jeff Flanagan?
22 MR. FLANAGAN: Yes.
23 MS. MENENDEZ: Julio Grabiell?
24 MR. GRABIEL: Yes.
25 MS. MENENDEZ: Eibi Aizenstat?

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1 CHAIRMAN AIZENSTAT: Yes.
2 Craig?
3 MR. LEEN: Yes.
4 CHAIRMAN AIZENSTAT: The next items that
5 pertain to the University of Miami --
6 MR. LEEN: Yes.
7 CHAIRMAN AIZENSTAT: -- we should go ahead
8 and read all three of those?
9 MR. LEEN: Yes, read them all, and the
10 public hearing will be as to all of them, and
11 then, again, separate votes as to each, I would
12 request.
13 CHAIRMAN AIZENSTAT: Okay, thank you.
14 MR. LEEN: Thank you.
15 CHAIRMAN AIZENSTAT: The next three items
16 on the agenda are as follows: The first one is
17 an Ordinance of the City Commission of Coral
18 Gables -- Let me just wait a few minutes so
19 anybody that's leaving will go ahead and go
20 out.
21 Thank you. The next item on the agenda is
22 an Ordinance of the City Commission of Coral
23 Gables, Florida, requesting an amendment to the
24 Future Land Use Map of the City of Coral Gables
25 Comprehensive Plan pursuant to Small Scale

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1 amendment procedures, Florida Statute 163.3187,
2 from "University Campus" to "University Campus
3 Multi-Use Area" for a parcel of land
4 approximately 1.22 acres in size that would
5 extend the existing designated University
6 Campus Multi-Use Area south across the
7 University Waterway Canal up to and including
8 the Fred C. and Helen D. Flipse Building,
9 located on the Coral Gables Campus, Coral
10 Gables, Florida; and providing for
11 severability, repealer and an effective date.
12 The next item is an Ordinance of the City
13 Commission of Coral Gables, Florida, providing
14 for a text amendment to the City of Coral
15 Gables Official Zoning Code, Article 4, "Zoning
16 Districts," Division 2, "Overlay and Special
17 Purpose Districts," Section 4-202, "University
18 Campus District," known as UCD, amending the
19 UCD Frontage "C" provisions to establish height
20 and setback requirements for a porte-cochere
21 located along Ponce de Leon Boulevard; and
22 providing for severability, repealer,
23 codification, and an effective date.
24 And the final item is an Ordinance of the
25 City Commission of Coral Gables, amending the

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1 City of Coral Gables and University of Miami
2 Development Agreement, adopted by Ordinance
3 Number 2010-31, on September 28th, 2010,
4 pursuant to Zoning Code Article 3, Division 19,
5 entitled "Development Agreements," for the
6 University of Miami, City of Coral Gables
7 Campus, amending Paragraph 18 of the
8 Development Agreement that governs the
9 miscellaneous uses and temporary occupancies
10 the University may make of property within the
11 corporate limits of the City, and to include
12 the property commonly known as the "Plumer
13 Building," and legally described as the
14 northeast 25 feet of Lot 9 and Lots 10-22,
15 Block 196, Riviera Section 14, whose address is
16 5915 Ponce de Leon Boulevard, Coral Gables,
17 Florida; and providing for severability,
18 repealer and an effective date.
19 MS. ALBERRO MENENDEZ: Good job.
20 MR. GRABIEL: He does that well, doesn't
21 he?
22 MS. ALBERRO MENENDEZ: Yes. That's why
23 he's the man.
24 MR. WU: Thank you, Mr. Chair.
25 If I can have TV put up the PowerPoint we

1 have before you.
 2 Thank you, Aaron.
 3 We have three items before you. Two are
 4 related and one is a housekeeping matter, three
 5 requests.
 6 Request Number 1 concerns the Flipse
 7 Building, here. The second one is Corridor
 8 "C," which are both related to the UHealth
 9 Building, and the third request, as the Chair
 10 mentioned, amending the Development Agreement
 11 for the Plumer Building, which is outside the
 12 campus.
 13 Request 1 is to amend the Comprehensive
 14 Plan Land Use Map for 1.22 acres from
 15 "University Campus" to "University Campus
 16 Multi-Use Area," which we call UCMA, which you
 17 have highlighted in here. And the 1.22 acres
 18 is the Flipse Building, which you just saw the
 19 animation here, is at the tail end of that
 20 district, and that is to allow the uses within
 21 the Multi-Use Area into this building by
 22 incorporating it. And the uses that generally
 23 are allowed within the campus, here, but it
 24 also allows conventional uses, some retail
 25 uses. All those will be expanded once this

1 expansion occurs as part of a Comprehensive
 2 Plan change.
 3 This is an image of the building today.
 4 Today it houses the school police, and it's
 5 adjacent to the Ponce Garage. This building
 6 will be in the middle of the Ponce Garage and
 7 the UHealth Building, which is across from the
 8 canal. For your information, Dickinson Road
 9 will be realigned and move northeast, around
 10 140 feet away, to make room for the UHealth
 11 Building, which is under preliminary review at
 12 the moment.
 13 Request 2 is to change the text of the
 14 Zoning Code to allow setbacks and height for a
 15 porte-cochere within the Frontage "C." What we
 16 are allowing is to not exceed 30 feet in height
 17 and a setback of 20-foot minimum. Just so that
 18 you know, the Frontage "C" only applies to the
 19 Ponce frontage. It doesn't include any of the
 20 residential areas surrounding the campus. The
 21 Zoning Code does make regulations for building
 22 height and setback. Unfortunately, in this
 23 case, they made no consideration for a
 24 porte-cochere along Ponce. We think it's
 25 appropriate if you want to have a building

1 frontage facing Ponce, as in the case of the
 2 UHealth Building. We believe it adds interest
 3 and character. As you can tell in here, the
 4 UHealth Building will be here, to have a
 5 frontage on Ponce. That's an important
 6 component. We would like a frontage for the
 7 public access.
 8 The third request is to amend the
 9 Development Agreement, because it is a
 10 housekeeping matter, for the Plumer Building.
 11 As you can see here, it's outside the campus, a
 12 block south of where the Ponce boundary ends.
 13 Today it houses two floors of the University of
 14 Miami. Originally, when we approved our
 15 Development Agreement in 2010, it set forth
 16 guidelines and regulations of how the
 17 University of Miami was going to be developed
 18 in cooperation with the City. What we are
 19 suggesting to you, by the applicant, the
 20 University of Miami, is to amend Section 18(a)
 21 and (g), to include campus-serving uses for
 22 property outside the campus boundaries, and the
 23 building here at 5915 Ponce has been leased by
 24 UM since 1989 for academic and faculty uses.
 25 UM merely today wants to formalize those uses

1 outside of their campus, and if the campus use
 2 terminates there -- if the lease ends, the
 3 campus use terminates. This is a housekeeping
 4 matter. When we approved the Development
 5 Agreement in 2010, we did not contemplate this
 6 use, so this is just formalizing that. The use
 7 has been there for the past two decades.
 8 That concludes Staff's presentation.
 9 CHAIRMAN AIZENSTAT: Thank you.
 10 The applicant, please?
 11 MR. BASS: Mr. Chairman, Members of the
 12 Board, Jeffrey Bass is my name. 46 Southwest
 13 1st Street is my address. I represent the
 14 University. It's nice to see everybody again.
 15 It's been awhile. I can't believe it's 2010
 16 that that Development Agreement was approved.
 17 You may recall, there were hearing after
 18 hearing after hearing as we rewrote the Land
 19 Development regulations and amended the
 20 Comprehensive Plan and adopted that agreement.
 21 I have very little to add to your Staff's
 22 very comprehensive presentation of each of the
 23 three of the applications. I would like to
 24 just highlight, for procedural purposes, we
 25 did, consistent with our prior practice, host a

1 neighborhood meeting. We mailed out over 1,200
2 individual personalized notices to our
3 neighbors. We held the meeting. Seven people
4 attended the meeting. We presented an
5 application, a summary of the application, much
6 like you just saw this evening.

7 We have favorable recommendations of your
8 Staff, who have found our applications to be
9 both consistent with your Comprehensive Plan
10 and compliant with all of your Codes and
11 Ordinances, and we would ask for your approval
12 of them this evening. I'm here to answer any
13 questions that you might have. Thank you.

14 CHAIRMAN AIZENSTAT: Thank you.

15 Do we have any speakers?

16 MS. MENENDEZ: Yes, we do.

17 Janet Gavarrete?

18 MS. GAVARRETE: Thank you. Our counsel has
19 said everything.

20 MS. MENENDEZ: Maria Cruz?

21 MS. CRUZ: Yes.

22 Good evening. My name is Maria Cruz, 1447
23 Miller Road, Coral Gables, Florida. I've only
24 been living there since 1976. And let me tell
25 you, today it took me exactly 12 minutes to get

1 out of my driveway, 12 minutes to get out of my
2 driveway, and that's why we're here today.

3 I think the time has come for the
4 University of Miami to understand that their
5 campus is in the middle of a residential area,
6 that every time they propose new buildings, new
7 developments, we get hit with the extra
8 traffic. Their employees get there, work 9:00
9 to 5:00, go home. They have peace and quiet.
10 We have traffic 24/7, 365 days a week (sic),
11 366 some years. It never abates. 2:00 a.m. in
12 the morning, we have traffic. Today, like I
13 told you, 12 minutes to get out of my house.

14 When you look at the requests, at the
15 proposals, all I can tell you is I, our
16 neighbors -- and yes, we did have a meeting,
17 and yes, some of what you're going to hear
18 today, we expressed that day. It's time for
19 the City of Coral Gables to step up and defend
20 the neighbors. It looks very nice to have a
21 wonderful building on Ponce, but Ponce, yes,
22 there's no homes there. But how do we go from
23 one place to another? How do I go from my
24 house on Miller to the Publix that's closest to
25 my house, without going on Ponce?

1 MR. LEEN: You haven't been sworn in prior
2 to this.

3 MS. CRUZ: Oh, no.

4 MR. LEEN: In fact, I think everyone who's
5 going to speak on this --

6 MS. CRUZ: I was wondering why we were not.
7 The other people were not sworn in, either, the
8 previous people.

9 MR. LEEN: Everyone who's going to speak --
10 Well, the lawyers don't need to be sworn.

11 MS. CRUZ: Oh.

12 MR. LEEN: But anyone who is going to
13 speak on this matter --

14 MS. CRUZ: Be happy to.

15 MR. LEEN: Please swear them in.

16 Also, Ms. Cruz, would you swear that what
17 you've already stated is also the truth?

18 MS. CRUZ: Absolutely.

19 (Thereupon, all who were to speak were duly
20 sworn by the court reporter.)

21 MS. CRUZ: So help me God.

22 MR. LEEN: And Ms. Cruz, that also applies
23 to what you've just stated, right? What you've
24 just stated has also been the truth, correct?

25 MS. CRUZ: Yes, yes.

1 All right, what I was saying, we live in a
2 residential area. The University of Miami is
3 in the midst of our residential area. When we
4 go, for example, a simple example, to Publix,
5 we cannot go from my house without going
6 through Ponce, unless I have to do worse and go
7 through South Miami. So the fact that there
8 are no homes on Ponce doesn't affect us,
9 because the traffic is there, okay? When we go
10 from my house to Ponce, to South Alhambra --
11 hello, let me tell you, it's rare today that
12 there is not a serious traffic issue there.
13 Now we're going to have more traffic, because
14 now we're going to have a health center, i.e.,
15 hospital. Now we're going to do -- All this
16 that we're doing is adding traffic to an area
17 that's already very busy.

18 Now, I suggest, and you have the power -- I
19 suggest that before anything that affects
20 traffic in our area gets approved, that they
21 have to come up with some solution. What are
22 we going to do so that there's not a serious
23 issue at that corner, South Alhambra and Ponce?
24 How are we going to deal with the traffic? Are
25 people going to be helicoptered in, or are they

1 going to drive cars? Because if they're going
 2 to drive cars, I don't know how many of you
 3 know the area. We, we were told we were going
 4 to have a convocation center. This was, quote,
 5 for University use. It is not University use
 6 anymore. We have all kinds of meetings, all
 7 kinds of conferences, all kinds of whatever you
 8 call it. And what happens to us? We have
 9 problems with the traffic. This is one more
 10 instance of the University of Miami not being
 11 good neighbors. It doesn't make any difference
 12 how we feel. It's what they want. Okay? We
 13 need to address that, and I'm sorry, it's time
 14 for the City to address it. Maybe they need to
 15 find a way for the traffic not to be as heavy
 16 as it is. Maybe they should -- I don't know.

17 And the third one, you know, the
 18 Development Agreement, I think, is very
 19 interesting. For 20 some years, they have been
 20 using that building other than what they agreed
 21 to do, and guess what? They didn't realize it,
 22 so now we're going to have housekeeping, we're
 23 going to clean it, without any consequences.
 24 So I can sign an agreement and then say, "Oops,
 25 I forgot," and there are no consequences? I'm

1 sorry, that is not right. There must be
 2 consequences when you violate an agreement, and
 3 that's why we're here.

4 Let me tell you, it's very hard to trust
 5 when you keep getting squashed, time and time
 6 again. Okay? If you look at our street today,
 7 the beautiful trees we had, I never saw some of
 8 the buildings that I see every morning now,
 9 because our trees are not there anymore. We
 10 fought to have a big tree in the middle of that
 11 humongous, horrific circle that was built
 12 there, without most of us knowing what was
 13 going on, and now there's another building
 14 there that we didn't know was coming, because,
 15 see, we only hear pieces. We met for -- two
 16 summers ago, or maybe that's -- no, two summers
 17 ago, in '12. We had meetings almost every week
 18 with the University, and we were concerned
 19 about how we were going to keep from looking at
 20 their buildings. Nobody ever said, "Wait,
 21 Maria, pretty soon there's coming another
 22 building on Miller that you're going to be
 23 looking at." Well, it's there now. And we've
 24 been interrupted, we've had construction 24 --
 25 Let me tell you, some of you should take a

1 drive to our neighborhood. You should be there
 2 at 6:15 in the morning, at six o'clock in the
 3 morning, so you can hear the humongous trucks
 4 bringing equipment, because guess what, it's
 5 more convenient to come at that time than to
 6 fight traffic, so they drive into our
 7 neighborhood and you can hear the beeping when
 8 they back and you can hear the horns when they
 9 want to get into the area that they're not
 10 supposed to be at, but don't worry about it,
 11 you know what? It's just us that gets awakened
 12 at that time.

13 It's not fair. A residential area should
 14 not have construction 24/7, every day, for this
 15 long. We've been -- We've had enough, and we
 16 need your help, and my request is that nothing
 17 get approved -- gets approved until they figure
 18 out how they're going to deal with the traffic.

19 CHAIRMAN AIZENSTAT: Thank you.

20 MS. CRUZ: Thank you.

21 MS. MENENDEZ: Luis Suarez?

22 MR. SUAREZ: A very good evening, ladies
 23 and gentlemen. Thank you very much for being
 24 here. My name is Luis Suarez, and I live at
 25 5110 San Amaro Drive. I've never been to a

1 Planning and Zoning meeting, so I have
 2 absolutely no idea how to address the Board,
 3 but I'm going to make three very simple
 4 requests. One of them I'm going to borrow from
 5 you, sir, which I believe you just requested
 6 this gentleman to tell you, when you were
 7 preparing for a meeting and you're trying to
 8 figure out what's going on, if he would attach
 9 the actual information that you're going to be
 10 called upon to make a decision for, and that's
 11 the same request, frankly, that I have today of
 12 Mr. Bass and Ms. Gavarrete, which is, explain
 13 what you're doing, legitimately explain what
 14 you're doing with those three requests that
 15 you're making. Send out an e-mail, publish it
 16 in the newspaper. They have a college town
 17 newspaper. They can easily tell us what's
 18 going on. What we get instead is some two-line
 19 letter that says, "We want to make all these
 20 changes, but we're kind of not really going to
 21 tell you what it's all about." I don't think
 22 that's fair. I don't think that's right. I
 23 don't think that's being a good neighbor. So,
 24 very respectfully, I don't know if that's part
 25 of the process or not, but I just think that's

1 fair.

2 The second request I have is the corner,

3 Request Number 1, and it's curious to me that

4 they put the slide up and they put the corner

5 up, but they don't put the street associated

6 with that corner. That corner is South

7 Alhambra Circle and Ponce. That corner, on the

8 morning, every morning, right now, is a

9 complete and utter bottleneck, and so a study

10 to analyze what the impact is going to be on

11 that corner resulting from a massive, massive,

12 massive project is not beyond the realm of

13 reason. I think they should be required to

14 make that study. I think they should meet with

15 the residents and generally, in good faith,

16 present that information to the residents.

17 And lastly, but not leastly, I just always

18 want to say thank you. I know how hard it is

19 to sit here. I know how hard it is to listen

20 to the residents. And with that, I yield the

21 floor. Again, Luis Suarez, 5110 San Amaro

22 Drive. I appreciate it.

23 CHAIRMAN AIZENSTAT: Thank you.

24 MS. MENENDEZ: Ted Rickel.

25 MR. RICKEL: Good evening. I'm Ted Rickel.

1 And the last thing I will mention and I

2 will ask you investigate is, at the

3 intersection of San Amaro and Miller, we used

4 to have traffic signals that helped us control

5 the traffic. The University of Miami, by

6 themselves, without getting any indication or

7 input from the residents in the specific area,

8 put in a traffic calming circle, and now,

9 instead of traffic stopping where it used to,

10 with the red lights and the traffic signals,

11 they zoom around, going south from San Amaro to

12 Miller, and from Miller east towards the

13 University, south on San Amaro, and from south

14 on San Amaro north, and from north on San Amaro

15 south, and the average speed that I've

16 calculated -- I'm not an engineer, but the

17 average speed that I've calculated is about 40

18 miles per hour, even though the signs are

19 posted for 15 as you go around the circle.

20 So what I'm proposing, what I'm

21 respectfully asking you, is that at the

22 University's expense, because they put in the

23 traffic circle on our land, the residents of

24 the City of Coral Gables, I would like to see

25 that traffic circle removed and traffic signals

1 I live at 1530 Baracoa. I've been a resident

2 of the City Beautiful, City Coral Gables, for

3 41 years, and at my current location for 35

4 years. I'm not going to repeat exactly what

5 the other two speakers said, but I absolutely

6 echo exactly what they've said. The amount of

7 traffic that we get on Baracoa Avenue, which

8 intersects with San Amaro and also with Miller

9 and Alhambra -- When I moved in the current

10 house I'm in, in 1979, I could get from my

11 house to the University in a minute and a half

12 to two minutes, any time. Now, the average

13 time, it takes me about nine minutes, okay?

14 The amount of traffic that we have, all over

15 that area, has increased by about 800 percent.

16 I don't know if you're aware of it. I don't

17 know if you live in the area, but the traffic

18 has increased about 800 percent in the last 35

19 years. So, before you do anything, I would ask

20 you to stop. Don't approve anything right now.

21 Put in place some traffic studies. What are

22 you going to do with the excess traffic? What

23 are you going to do with all the cars coming in

24 from all over Miami-Dade County, as well as

25 from us, the residents that live there.

1 put back, where we have specific stops. We're

2 going to save lives and we will be able to

3 negotiate the traffic flow a lot better, in my

4 humble opinion.

5 And lastly, thanks for your effort. You've

6 got a tough job. Nobody is ever happy. We

7 understand that. But you've gone a great job.

8 So please look at our considerations, take your

9 time to review it, and again, just put the

10 stops on what's going on right now and let's

11 all just take a few moments to breathe and look

12 at what the University wants to do and what's

13 going to happen to our traffic, because we're

14 in desperate need of some traffic resolution

15 process in that area. Thanks, everybody.

16 CHAIRMAN AIZENSTAT: Thank you.

17 MS. MENENDEZ: Gina Anderhub.

18 MS. ANDERHUB: Gina Anderhub, 1550 Madruga

19 Avenue. I've been a resident since 1971 in the

20 area, a commercial property manager for 22

21 years, and have had a family business within

22 one mile of this area here in Coral Gables.

23 We're proud to be property owners, property

24 managers, and have a business established here

25 in the Gables. I actually manage the Plumer

1 Building. I spend 12 hours a day at the
 2 building. Most of the tenants in the building
 3 didn't realize that University of Miami is a
 4 tenant and has been a tenant since 1989 in the
 5 building.
 6 Mr. and Mrs. Plumer -- There are a Mr. and
 7 Mrs. Plumer. She's 93 years old. She's very
 8 actively involved in her building, as is her
 9 daughter, who's here tonight at the hearing.
 10 The Plumer family believed in establishing
 11 their roots here in the neighborhood. They
 12 reside here, own commercial property, and are
 13 actively involved and have never had any issues
 14 with the University of Miami.
 15 We know that most of the students commute
 16 and either park on campus, live in the
 17 neighborhood, or use bicycles to get along and
 18 around the area, so as far as we're concerned,
 19 there is not a traffic input and effect on our
 20 building.
 21 What we do find is that if we were to go to
 22 another user that took up as much space as the
 23 University of Miami was, that would increase
 24 our parking ratio requirements and the amount
 25 of foot traffic and use within our building.

1 neighborhood. Thank you.
 2 CHAIRMAN AIZENSTAT: Thank you.
 3 MS. MENENDEZ: No more speakers.
 4 CHAIRMAN AIZENSTAT: No more speakers?
 5 At this point, we'll go ahead and close the
 6 floor. Any comments?
 7 MR. FLANAGAN: Yeah.
 8 CHAIRMAN AIZENSTAT: Jeff?
 9 MR. FLANAGAN: Just to the residents that
 10 spoke, that are obviously very frustrated --
 11 I think, Eibi, you and I, I think, were the
 12 only two on the Board --
 13 Were you?
 14 MR. GRABIEL: I was not.
 15 MR. FLANAGAN: No.
 16 So you and I were the only ones back in
 17 2010, when we did the amendments to UMCAD.
 18 Javier, sitting in the audience, was here, too.
 19 The amendments to UMCAD that were made at
 20 that time actually allowed for the additional
 21 square footage in the buildings along Ponce. I
 22 think, as Mr. Bass said in the beginning, we
 23 had many, many, many meetings about it, lengthy
 24 discussion, and plenty of concern about the
 25 additional square footage and what the possible

1 For us, it's a simple language change for the
 2 Plumer Building. There's nothing that's going
 3 to impact us. We have approximately three
 4 rounds of classes a day. The students are very
 5 professional, they come in and out of the
 6 building, and again, most people do not realize
 7 that the University is there. We have one
 8 floor that's all faculty and staff. Again,
 9 everybody is very professional and we've never
 10 had any issues.
 11 Living in the area and knowing how to
 12 maneuver, we have what you all know as feeder
 13 streets, that those that live here know how to
 14 get around traffic and avoid U.S. 1, and I
 15 think that what's happening in this area now,
 16 it's a hot place for the real estate market. A
 17 lot of people living in Pinecrest and Palmetto
 18 Bay don't want to travel to Downtown or Doral,
 19 and South Gables is where they want to be, and
 20 with change and new development, it comes
 21 traffic and a way to maneuver around what we
 22 need.
 23 So, again, the Plumer Building has no
 24 issues or any concerns in the past with the
 25 University of Miami, and we welcome them in our

1 uses were. So, as far as I understand it,
 2 we're not -- I don't think the University is
 3 adding any more square footage than has already
 4 been approved. I don't think any of the uses
 5 are changing that was already approved. So, in
 6 theory, the traffic impacts that may occur,
 7 like it or not, were already approved and were
 8 going to happen. But with that, I do remember
 9 distinctly saying exactly what -- is it
 10 Ms. Cruz? -- said regarding the traffic on
 11 Ponce, and I will take this opportunity,
 12 although it's not before us, to reiterate that
 13 concern, because it has done nothing but get
 14 worse.
 15 The intersection at South Alhambra and
 16 Ponce to the parking garage is horrific, every
 17 morning and every evening. I complained four
 18 years ago that every time there's an event at
 19 the BankUnited Center, and there are a ton of
 20 events at that place, especially during
 21 graduation season, it's ridiculous how
 22 difficult it is to get up and down Ponce and up
 23 and down U.S. 1. It's bad during the
 24 basketball season, because for some reason, it
 25 takes 30 police cars with their lights

1 flashing, parked in every median, parked at
 2 every entrance and exit to the University,
 3 standing in the middle of the road, stopping
 4 traffic that has the green light to let a few
 5 cars leave the University of Miami, which in
 6 turn screws up the rest of the traffic on Ponce
 7 and U.S. 1, because it screws up the
 8 signalization, the domino effect, I think, and
 9 I agree, while it's not before us tonight, the
 10 U and the City seriously needs to look and
 11 analyze at what can be done. Maybe nothing can
 12 be done, because there's no way we're going to
 13 expand those roads. I think the signalization
 14 for the most part has actually improved over
 15 the past five or six years, but even with the
 16 improved signalization and the timing, the
 17 tie-ups are not getting any better. So it
 18 might not be anything that can be done, it's a
 19 function of living in an urban environment,
 20 with urban density, and we love to live here,
 21 other people want to move here, and that it is
 22 what it is, but I sincerely request that a hard
 23 look be taken to address that traffic, which,
 24 with the development of the UHealth Building
 25 and whatever other commercial uses and what

1 have you are going to go there, is definitely
 2 going to get a lot, lot worse.
 3 CHAIRMAN AIZENSTAT: Thank you.
 4 Marshall?
 5 MR. BELLIN: Look, I think we know that
 6 there's a lot of traffic, and it's gotten to
 7 the point where it's very difficult to
 8 maneuver. But I really don't see how we can --
 9 anybody can do anything to alleviate that.
 10 You've got a basketball game, you've got 10,000
 11 people that drive in their cars and they go to
 12 that event. It would be nice for somebody to
 13 suggest a way, but I just don't see it.
 14 MR. FLANAGAN: I'm asking that somebody sit
 15 and be creative, because I'm not the traffic
 16 engineer, but something tells me, when you've
 17 got -- maybe I'm slightly exaggerating when I
 18 say 30 police cars with their lights flashing.
 19 I don't know if somebody here can tell me how
 20 many it is, but it's probably 20, and when you
 21 have police cars with flashing lights for hours
 22 on end, that causes a disruption to the driver
 23 and people to slow down to begin with, and when
 24 they're out there, trying to help people clear
 25 the campus, which needs to be done, but you

1 screw up the traffic flow with the
 2 signalization and the timing.
 3 So, Marshall, as I said, we might not ever
 4 be able to solve it, it might just get worse,
 5 and that's the price we pay for living in
 6 paradise with everybody else, but if there's
 7 something that can be done, if it hasn't been
 8 looked at and more meetings can be had -- and
 9 Mr. Bass is shaking his head -- I'm just asking
 10 that it at least be reviewed.
 11 MR. BELLIN: I think what you're talking
 12 about with respect to that, that's not an
 13 everyday occurrence, and the traffic is a
 14 problem every day. I come that way, as well.
 15 It's just a function of living in this
 16 environment.
 17 MR. FLANAGAN: Right.
 18 MR. BELLIN: And, you know, if you live
 19 around the University, you've got to expect a
 20 lot of traffic. If you live by an airport,
 21 you've got to expect, you know, noise from
 22 planes. That's just the facts of life. It
 23 would be great if somebody could solve that
 24 problem, but I don't understand how, how that's
 25 going to happen.

1 CHAIRMAN AIZENSTAT: Maria?
 2 MS. ALBERRO MENENDEZ: No, I have no
 3 comment.
 4 MR. GRABIEL: Yeah, I have a couple of
 5 questions. Extending the Campus Multi-Use Area
 6 across from Dickinson and the canal, does that
 7 increase additional construction, or
 8 construction remains the same?
 9 MR. BASS: For the record, Jeffrey Bass.
 10 That's an existing building, and I apologize if
 11 I didn't clarify that. So we're extending the
 12 Comp Plan designation to capture the Flipse
 13 Building, which is an existing building.
 14 MR. GRABIEL: Okay, and why are you doing
 15 that?
 16 MR. BASS: Quite simply, because it was
 17 left out of the Multi-Use zoning definition and
 18 map previously, and with the addition of
 19 UHealth being built contiguous to it, it allows
 20 for the synergy between the existing Flipse
 21 Building and the UHealth Building, both of
 22 which will be using the same parking resource,
 23 which is the Ponce Garage.
 24 MR. FLANAGAN: I'm sorry, Mr. Bass, how are
 25 people going to get from the Flipse Building

1 and the parking garage to the UHealth Building?
 2 A sidewalk?
 3 MR. BASS: There will be connections
 4 between the buildings.
 5 MR. FLANAGAN: Over the canal?
 6 MR. BASS: Over the canal, but I'm going to
 7 ask Ms. Gavarrete to answer that more
 8 specifically.
 9 MR. WU: There will be a pedestrian bridge
 10 over the canal, connecting the two buildings.
 11 MR. BELLIN: Excuse me, before you leave,
 12 let me ask you a question. What's before us?
 13 Can you tell me what impact --
 14 MR. BASS: Sure.
 15 MR. BELLIN: -- what impact this particular
 16 item that's before us has on traffic?
 17 MR. BASS: Okay. Listen, traffic is
 18 neither new nor novel to us.
 19 MR. BELLIN: Okay.
 20 MR. BASS: We are required to conduct a
 21 regional traffic study, pursuant to highly
 22 technical and highly negotiated parameters that
 23 are done and reviewed by the City's independent
 24 traffic expert, outside firm. We look at
 25 traffic. I would like to say, it may be

1 MR. BASS: No impact on traffic.
 2 MR. BELLIN: Okay. That was my question.
 3 MR. BASS: Okay, and the same with the
 4 other two amendments, as well. The Plumer
 5 Building is an existing building. It is a
 6 commercial building, and we would daresay by
 7 having us there, we result in a net reduction
 8 of trips, as compared to other multiple
 9 commercial tenants, who, as the property
 10 manager mentioned, would be using it and coming
 11 and going and parking and driving. No effect
 12 on traffic. And the Flipse Building is an
 13 existing building. We're not building a new
 14 building there. We're simply allowing uses in
 15 that building that coincide and synergize with
 16 UHealth; no traffic created by that.
 17 MR. BELLIN: Okay.
 18 MR. GRABIEL: I have another question on
 19 the same issue.
 20 MR. BASS: Okay.
 21 MR. GRABIEL: I see that the canal is being
 22 directed and filled in -- a portion of it?
 23 MR. BASS: No.
 24 MS. GAVARRETE: No.
 25 MR. GRABIEL: No?

1 counterintuitive, but as a result of University
 2 efforts and radical changes to our parking
 3 programs, we have reduced by 28 percent the
 4 trips on the roadway network immediately north
 5 of the lake. That's by the elimination of
 6 freshman cars and that's by having assigned
 7 parking permits to assigned parking areas, so
 8 there's no longer this driving and circling and
 9 hunting for parking lots.
 10 The specific answer to your question is,
 11 nothing before you this evening has anything to
 12 do with the creation of any new traffic. We
 13 have one application that relates to the
 14 architectural feature known as a porte-cochere,
 15 and in order to build a porte-cochere in the
 16 Ponce frontage without requesting a variance,
 17 we need to adjust the setbacks in that one "C"
 18 frontage, so that buildings that front on Ponce
 19 may have a porte-cochere without having to ask
 20 for a variance.
 21 MR. BELLIN: Okay, so --
 22 MR. BASS: It's static, no trips associated
 23 with that.
 24 MR. BELLIN: Okay. So it has no impact on
 25 traffic?

1 MR. BASS: No.
 2 MR. GRABIEL: So this drawing --
 3 MR. BASS: The canal stays as is.
 4 MR. GRABIEL: This drawing shows it as
 5 being moved and filling in a portion of it.
 6 MS. GAVARRETE: My name is Janet Gavarrete,
 7 and I'm the Associate VP in charge of campus
 8 planning. How are you?
 9 The subject property that we are adding to
 10 the Multi-Use Area is described as 1.22 acres,
 11 and it encompasses the canal area, but it does
 12 not seek to change any configuration of the
 13 canal area itself. There's no change to that
 14 feature.
 15 MR. GRABIEL: Isn't that drawing showing
 16 that the canal --
 17 MS. GAVARRETE: That drawing shows -- This
 18 is the current Multi-Use Area boundary line.
 19 The additional area that is being added to that
 20 zone is described legally here.
 21 MR. GRABIEL: I understand that part.
 22 MS. GAVARRETE: But -- and it overlays a
 23 portion of the waterway, but it also covers an
 24 existing building that's there. It's just not
 25 shown in this diagram that there's a building.

1 MR. GRABIEL: I'm sorry, but in that
 2 drawing, I see two drawings, two lines that
 3 show the canal, one that says existing --
 4 MS. GAVARRETE: Yes.
 5 MR. GRABIEL: -- approximate top of bank,
 6 and then there's another one that moves it to
 7 the right -- that's shown moved to the right,
 8 with some infill of the canal itself.
 9 MS. GAVARRETE: I believe one refers to a
 10 former plat and the other one is the existing
 11 waterway. There are differences --
 12 MR. GRABIEL: Okay, so there's no filling
 13 in of the canal?
 14 MS. GAVARRETE: No. No, there's a plat
 15 issue that is being described and then
 16 there's --
 17 MR. GRABIEL: So it's just a --
 18 MS. GAVARRETE: Yes.
 19 MR. GRABIEL: Okay. Thank you.
 20 MS. GAVARRETE: Sure.
 21 CHAIRMAN AIZENSTAT: Any other comments?
 22 No other comments?
 23 MR. FLANAGAN: Yeah, just on the Plumer
 24 Building. So the uses that are in there now
 25 are not allowed?

1 MR. WU: That's --
 2 MR. FLANAGAN: The University uses that are
 3 in there now are not allowed?
 4 MR. WU: You mean, the Plumer Building?
 5 MR. FLANAGAN: Yes.
 6 MR. WU: Yes, it's allowed as office uses.
 7 We do have a valid certificate of use for those
 8 uses since 1992.
 9 MR. FLANAGAN: Then why add -- why make the
 10 change to the Plumer Building, if the existing
 11 uses are allowed currently?
 12 MR. BASS: Once again, Jeffrey Bass, for
 13 the record. So here's what happened with the
 14 Plumer Building; I'll bottom line it for you.
 15 We were negotiating a Development Agreement.
 16 Some of you were here during that period of
 17 time. One of the objects of the Development
 18 Agreement was to identify where the campus was
 19 and to keep academic uses on the campus. At
 20 the time, we had pre-existing leases in the
 21 Plumer Building, but due to the vintage of
 22 those leases, we who were doing the negotiating
 23 of the Development Agreement were unaware of
 24 them. The uses are allowed by the Zoning Code.
 25 Educational uses are allowed by the Zoning

1 Code. Office uses are allowed by the Zoning
 2 Code. All of the uses are allowed. They're
 3 just -- There's a specific paragraph of the
 4 Development Agreement that needs to be amended
 5 to reflect the fact that academic uses are now
 6 occurring at that location.
 7 So there's no prohibited use that's
 8 occurring there. There's been no illegal use
 9 of it. We're just truing up the terms of the
 10 Development Agreement with these leases that
 11 were overlooked during that process. That's
 12 what happened there.
 13 MR. LEEN: Yes, it's important that the
 14 Development Agreement be correct, and so since
 15 this is known, it's just making it clear that
 16 if that's an educational use, it should be part
 17 of the Development Agreement, that the
 18 University is using it in that way.
 19 CHAIRMAN AIZENSTAT: Any other comments?
 20 Anybody who would like to make a motion?
 21 MS. ALBERRO MENENDEZ: These are separate?
 22 CHAIRMAN AIZENSTAT: Yes.
 23 MS. ALBERRO MENENDEZ: I'd like to make a
 24 motion to approve the first one, which is an
 25 ordinance related to the 1.22 acres.

1 MR. LEEN: That's the Comprehensive Plan
 2 change.
 3 MS. ALBERRO MENENDEZ: The Comp -- Right,
 4 the Comprehensive Plan change.
 5 MR. PEREZ: I'll second.
 6 CHAIRMAN AIZENSTAT: We have a motion and a
 7 second. Any comments? No?
 8 Call the roll, please.
 9 MS. MENENDEZ: Maria Menendez?
 10 MS. ALBERRO MENENDEZ: Yes.
 11 MS. MENENDEZ: Alberto Perez?
 12 MR. PEREZ: Yes.
 13 MS. MENENDEZ: Marshall Bellin?
 14 MR. BELLIN: Yes.
 15 MS. MENENDEZ: Anthony Bello?
 16 MR. BELLO: Yes.
 17 MS. MENENDEZ: Jeff Flanagan?
 18 MR. FLANAGAN: Yes.
 19 MS. MENENDEZ: Julio Grabiel?
 20 MR. GRABIEL: Yes.
 21 MS. MENENDEZ: Eibi Aizenstat?
 22 CHAIRMAN AIZENSTAT: Yes.
 23 For the next item, would anybody like to
 24 make a motion?
 25 MR. LEEN: This is the one related to the

1 porte-cochere.
 2 CHAIRMAN AIZENSTAT: Correct.
 3 MR. BELLIN: I'll make a motion to approve.
 4 MR. BELLO: I'll second.
 5 CHAIRMAN AIZENSTAT: We have a motion. We
 6 have it seconded. Any comments?
 7 Having none, call the roll, please.
 8 MS. MENENDEZ: Alberto Perez?
 9 MR. PEREZ: Yes.
 10 MS. MENENDEZ: Marshall Bellin?
 11 MR. BELLIN: Yes.
 12 MS. MENENDEZ: Anthony Bello?
 13 MR. BELLO: Yes.
 14 MS. MENENDEZ: Jeff Flanagan?
 15 MR. FLANAGAN: Yes.
 16 MS. MENENDEZ: Julio Grabiell?
 17 MR. GRABIEL: Yes.
 18 MS. MENENDEZ: Maria Menendez?
 19 MS. ALBERRO MENENDEZ: Yes.
 20 MS. MENENDEZ: Eibi Aizenstat?
 21 CHAIRMAN AIZENSTAT: Yes.
 22 And for the third item?
 23 MR. LEEN: Which is the Plumer Building.
 24 MR. GRABIEL: I move.
 25 MS. ALBERRO MENENDEZ: I'll second.

1 CHAIRMAN AIZENSTAT: We have a motion. We
 2 have a second. Any comments?
 3 Having none, call the roll, please.
 4 MS. MENENDEZ: Marshall Bellin?
 5 MR. BELLIN: Yes.
 6 MS. MENENDEZ: Anthony Bello?
 7 MR. BELLO: Yes.
 8 MS. MENENDEZ: Jeff Flanagan?
 9 MR. FLANAGAN: Yes.
 10 MS. MENENDEZ: Julio Grabiell?
 11 MR. GRABIEL: Yes.
 12 MS. MENENDEZ: Maria Menendez?
 13 MS. ALBERRO MENENDEZ: Yes.
 14 MS. MENENDEZ: Alberto Perez?
 15 MR. PEREZ: Yes.
 16 MS. MENENDEZ: Eibi Aizenstat?
 17 CHAIRMAN AIZENSTAT: Yes.
 18 Charles, let me ask you a question, please.
 19 There's a gentleman that spoke before us, I
 20 think his name was Ted, that had some concerns
 21 about the circle. Any concerns of that type
 22 should be directed to, what, Public Works?
 23 MR. WU: Direct it to Staff, and we'll
 24 forward it to the appropriate channels.
 25 CHAIRMAN AIZENSTAT: Is there a way that

1 maybe you can get in touch with the gentleman
 2 and guide him to the right -- to the right way?
 3 If not, you can just talk to him in the
 4 future.
 5 MR. RICKEL: Yeah, we have a meeting on
 6 Monday --
 7 CHAIRMAN AIZENSTAT: Okay.
 8 MR. RICKEL: -- relative to that, but I
 9 just wanted to bring it up so you know the
 10 horrific traffic situation we have now.
 11 CHAIRMAN AIZENSTAT: I appreciate it.
 12 It's not before us, but I just want to make
 13 sure you have the right venue and where to
 14 address your concern.
 15 MR. RICKEL: Thank you. I appreciate that.
 16 CHAIRMAN AIZENSTAT: Thank you.
 17 MR. RICKEL: You're welcome.
 18 MS. ALBERRO MENENDEZ: Could we have a
 19 break?
 20 MR. FLANAGAN: Would you like one?
 21 MS. ALBERRO MENENDEZ: I'd like a break.
 22 CHAIRMAN AIZENSTAT: Let's go ahead and
 23 just take a five-minute recess, a second, as
 24 some people need to go, and then we'll
 25 reconvene.

1 Thank you.
 2 Take care. Nice seeing you.
 3 (Thereupon, a brief recess was taken.)
 4 CHAIRMAN AIZENSTAT: The next item on the
 5 agenda is an Ordinance of the City Commission
 6 of Coral Gables, Florida, providing for text
 7 amendments to the City of Coral Gables Official
 8 Zoning Code, amending Article 5, "Development
 9 Standards," Section 5-1408, "Common driveways
 10 and remote off-street parking," by providing
 11 regulations, restrictions and procedures for
 12 the use of remote parking in and near the
 13 Central Business District, known as CBD,
 14 amending the reference to remote parking in
 15 Article 5, "Development Standards," Section
 16 5-1409, "Amount of required parking" to match
 17 the changes to Section 5-1408; providing for
 18 severability, repealer, codification, and an
 19 effective date. This item has been continued
 20 from the March 12th, 2014 meeting.
 21 Staff?
 22 MR. WU: Thank you Mr. Chair.
 23 If we can have the PowerPoint begin. Thank
 24 you.
 25 This is a continuation from last month's

1 meeting item. As a reminder, this is what the
 2 Code provisions regulate in relation to remote
 3 parking. Section 5-1408 allows remote parking,
 4 off-street parking, in the CBD. It has to be
 5 within 500 feet of the building site. It shall
 6 not be within a single-family district, and we
 7 regulate it via restrictive covenant or parking
 8 easement, and it's allowed for all uses. The
 9 only restriction is, there's a cap on
 10 residential uses to use remote parking. As a
 11 reminder, you're allowed for, today -- office,
 12 residential, retail uses, restaurant uses, all
 13 allow it, and the only cap is for residential
 14 uses.

15 Here's a recap of what the Downtown area
 16 CBD is: The south border is Almeria Avenue.
 17 North is Navarre. To the east is Douglas and
 18 to the west is LeJeune. This is essentially
 19 your CBD District. North-south, nine blocks.
 20 East-west, four blocks.

21 The Code provides, as how it's drafted,
 22 eligibility requirements. It only allows for
 23 expansion of an existing project or a change of
 24 use. The project seeking remote parking has to
 25 be within the CBD or within 1,000 feet of the

1 CBD. Again, the project seeking the use can be
 2 within the CBD or 1,000 feet of the CBD.

3 MS. ALBERRO MENENDEZ: I'm sorry, is this
 4 existing?

5 MR. WU: No. These are proposed.

6 MS. ALBERRO MENENDEZ: This is what you're
 7 proposing.

8 MR. WU: The Code as proposed. The last
 9 time was existing, and we propose to strike out
 10 all the language in the existing Code relating
 11 to remote. This is new language.

12 The Director finds infeasible to provide
 13 required parking on site -- and this is a
 14 one-time finding. Once it's determined
 15 initially it cannot be undone by subsequent
 16 Staff.

17 What are the requirements? It has to be
 18 within City limits. The remote parking can be
 19 outside the CBD, but has to be within the
 20 required distance. We have a separate slide
 21 for that. Again, it cannot be in a
 22 single-family district, which is a carryover,
 23 and it has to be owned by the applicant, and we
 24 have a waiver provision in the end covering all
 25 waivers, as how we drafted it today. Again, as

1 drafted, the applicant has to be the owner
 2 seeking -- the property owner seeking the
 3 remote parking.

4 Distance. The distance between the remote
 5 parking and a project for retail and
 6 residential -- and restaurant uses is 500 feet.
 7 That can be waived. And all other uses, a
 8 thousand feet, and that can be waived by the
 9 City Commission. And distance, not clarified
 10 earlier in today's Code, we are requiring it to
 11 be measured by airline distance, which is point
 12 to point on a map.

13 The maximum remote parking, projects built
 14 before April 11th, 1964 may use 100 percent
 15 remote parking. Buildings built after April
 16 11th, 1964 can only use 50 percent remote
 17 parking, and that can be waived by the
 18 Commission, as well. The reason we have that
 19 date is, that apparently was when the City
 20 started requiring parking regulations, April
 21 11th, 1964.

22 Again, the retail or restaurant use is 500
 23 feet. It is allowed in today's Code, so this
 24 is a carryover. And again, we have provisions
 25 that can be waived by the City Commission.

1 Application. Typically, we need stuff for
 2 an application, like a survey to show the
 3 location, the traffic flow and the physical
 4 layout. We need documentation to show the
 5 applicant owns the remote parking. The
 6 applicant must demonstrate the remote parking
 7 spaces are not required to serve the
 8 development. We want to make sure there's
 9 enough parking for that development to have
 10 their own parking, and the parking for the
 11 remote parking is in excess of that. We
 12 require a copy of the approved plan for the
 13 remote parking itself, to demonstrate the
 14 layout of the parking. We require them to
 15 demonstrate that there's no leases, approved
 16 plans or other commitments, now or in the
 17 future, that will affect -- interfere with the
 18 remote parking arrangement, and an application
 19 fee of \$2,000.

20 The instrument that it requires as part of
 21 the application is either a unity of title or a
 22 covenant in lieu of unity of title. Again, the
 23 applicant has to own the remote parking. If
 24 the parking has to be relocated, it requires a
 25 new application, to start all over again. The

1 applicant has to report any unplanned changes
 2 within two days and submit a remedial plan
 3 within 10 days, which can be extended by the
 4 City. Authorize Staff to have entry at will to
 5 inspect. And resubmit documentation of
 6 compliance as part of the certificate of use
 7 renewal for the applicant. Acknowledge that
 8 remote parking is a revocable privilege,
 9 meaning if they lose that privilege, they will
 10 have to meet the Code requirements. And
 11 appeals of the Director's decision is pursuant
 12 to Code provision. We have standard language
 13 to appeal Staff's decision in the existing Code
 14 today.

15 Remedy. If there's a problem caused with
 16 approving more parking, for some reason there's
 17 an issue in the future, the proposed solutions
 18 can include one or more of these options:
 19 Participate in payment in lieu of required
 20 parking, which is provided in the City Code
 21 today. Either modify the use, meaning reduce
 22 the size of the intended use in the building,
 23 or change the use. To secure alternate remote
 24 parking or to provide additional parking on the
 25 site. So it could be one or more in a

1 annual lease situation.

2 The remaining requirements of the ordinance
 3 were set out to be met. These are the four
 4 criteria or Code provisions we suggest that can
 5 be waived by the City Commission.

6 For the record, we did get communication
 7 from Mr. Perry Adair, we shared with you at the
 8 dais this morning -- this afternoon, and that's
 9 for your information. Mr. Adair did provide
 10 extensive suggestions to changes to the
 11 ordinance. We got this late yesterday, maybe
 12 today, so we have not had a chance to review it
 13 in detail together, but it's for your record.

14 That concludes Staff's presentation.

15 CHAIRMAN AIZENSTAT: Thank you. Do we have
 16 anybody that wished to speak on this item?

17 MS. MENENDEZ: Yes. Thad Adams.

18 MR. ADAMS: Good evening. My name is Thad
 19 Adams. I work at 121 Alhambra Plaza, and I'm
 20 here with two sets of comments. One, I have
 21 the pleasure to serve on the board of the Coral
 22 Gables Chamber, and Mark Trowbridge asked me to
 23 relate to you he could not be here tonight, he
 24 has a sponsorship event with the Beacon
 25 Council, but the Chamber is studying this issue

1 combination of these options could be a
 2 remedial plan. It's really up to the
 3 applicant.

4 Failure to comply, to notice the Staff, to
 5 provide a plan or to remedy -- to remedy the
 6 problem is going to be called failure to
 7 comply. Then the privilege is revoked and
 8 approval voided. They would have to meet --
 9 the applicant would have to meet the parking
 10 requirements, and they may not reapply for six
 11 months upon revocation.

12 We talked about waivers. The City
 13 Commission can waive any or all of these. We
 14 talked about the 1,000-foot separation between
 15 remote parking and the project. That can be
 16 waived by the City Commission, as well as the
 17 500-foot distance between retail or restaurant
 18 uses and the project, as well as 50 percent of
 19 the cap for buildings built after March 11th,
 20 1964, and we also can waive -- the Commission
 21 can also waive the ownership component of the
 22 remote parking, and we are requiring at least
 23 five years or the terms of the lease of the
 24 tenant, whichever is less, and even that, the
 25 Commission can even waive that to allow an

1 and it will be applying to the City on this
 2 shortly.

3 Second is my personal comments. My
 4 background is over 30 years in commercial real
 5 estate. I also served on the Beacon Council as
 6 COO for 10 years and have had the opportunity
 7 to assist hundreds of companies locate in
 8 various locations in Miami-Dade County,
 9 including Coral Gables. I'm also born and
 10 raised here, so a Coral Gables long-time
 11 resident and citizen here.

12 My concern, my personal concern on this, is
 13 that we're taking an existing remote parking
 14 Code that we were not aware of has really had
 15 any major flaws in it, and we're adding a
 16 significant amount of additional requirements,
 17 complications and costs to the process. You'll
 18 hear some more specifics. I'm sure Perry has
 19 identified this in detail to you. But, you
 20 know, trying to require the same party to own a
 21 remote parking lot, I don't understand why that
 22 requirement is necessary, quite frankly, and
 23 then you're literally going to prevent, in my
 24 opinion, almost any applicant to be able to go
 25 out and find a piece of property for remote

1 parking, number one, is a challenge, and number
2 two, you're probably looking at an average of a
3 couple hundred dollars a square foot. It's
4 just going to be fiscally impossible for a
5 company to do this.

6 My other concern is, with existing
7 companies here that want to expand, once they
8 find out that they would have to incur this
9 cost and these additional regulations -- and I
10 know that there's provisions like payment in
11 lieu. I'm not sure, does anybody know what the
12 payment in lieu fee is per parking space?

13 MR. WU: Yes, sir. It is \$42,000, flat,
14 per space.

15 MR. ADAMS: Okay. So, with those
16 economics, you literally could prevent an
17 existing business, especially the small and
18 medium-sized businesses that want to expand
19 here, from expanding here. You literally would
20 make it cost-prohibitive. So my big concern is
21 the negative economic impact that I think this
22 amendment will have, and I urge you to
23 reconsider going forward on this, or at least
24 to defer until a proper economic impact study
25 could be conducted on this. Thank you.

1 straightforward tool of controlling the use.
2 In other words, the use that generates the need
3 for the remote parking, whatever my business
4 is, or maybe it's the very design of my
5 project, that's what the City has absolute
6 control over. It's in the City. It has your
7 certificate of use, and as soon as it can't
8 comply with its remote parking requirements,
9 you have control over the use. You don't
10 really need any control over the parking at
11 all, and the reason I say that is this. So the
12 more strictures we place upon getting the
13 remote parking -- forget about the fact that
14 the remote parking had to be owned by the
15 applicant, that is really commercially -- I
16 want to say unreasonable, really, but doesn't
17 really appreciate the commercial reality.
18 You're saying that I'm a developer here in the
19 Gables, I have another piece somewhere I own
20 that I want to put my parking on. That's just
21 not realistic. I mean, there may be
22 circumstances where that occurs, but the more
23 common is, I'm developing this piece; I don't
24 own another piece; I need to secure parking
25 somewhere else.

1 CHAIRMAN AIZENSTAT: Thank you.

2 MS. MENENDEZ: Perry Adair.

3 MR ADAIR: Good evening. Perry Adair, 121
4 Alhambra Plaza, Coral Gables, Florida.

5 So, hopefully, and I think that actually I
6 sent over this morning, is when it was, but I
7 hope you got my red-line of what I suggested
8 about the ordinance, and maybe the easiest way
9 and the most efficient way to deal with my
10 comments is to take you through the red-lines.

11 I should premise my remarks by saying, I'm
12 not at all convinced that the best solution is
13 not just taking your existing ordinance,
14 striking out 500 and putting in a thousand and
15 pressing on. But if we're beyond that and
16 we're going to talk about these clarifications
17 or restrictions, depending upon how you look at
18 them, then let's just go through them.

19 So, in the whereas clauses, we -- The
20 whereas clauses reveal, I think, the premise or
21 the perspective of how the ordinance is drawn
22 or the proposed amendments are drawn. I think
23 it's mistaken, because the ordinance focuses
24 too much on controlling the remote parking,
25 rather than the much more effective and

1 So this ordinance -- and it's right at the
2 end, and this is the last one I'll take out of
3 order -- says, securing that parking by lease
4 arrangement is really the exception, rather
5 than the rule, that you have to go to the City
6 Commission to get that, rather than that being
7 a matter of course. So the perspective, I
8 think, of the ordinance is a little bit
9 distrustful of people who would use remote
10 parking, distrustful of their motives of why
11 they want the remote parking, and the City
12 assuming that it has -- it is better qualified
13 to make a determination as to what project
14 should have remote parking when it's
15 infeasible, or that's the sort of language
16 that's used. So my premise is, we're looking
17 at the wrong end of the problem, and that's why
18 the ordinance comes out wrong.

19 I think that some of the discussion we had
20 last time was, this idea of a building on top
21 of parking is really perhaps not the greatest
22 design in the world. Perhaps we can do better.
23 So, once you get away from the fact that you
24 have to have your parking built downstairs in
25 your building, now you're on your way to

1 creating an ordinance that's developer-friendly
 2 and will leave it to the development and the
 3 market to decide if this is a better design.
 4 Now let's look at what the ordinance says.
 5 If you go right to Page 2, you'll see in the
 6 red-lining -- I hope you got mine in color,
 7 because the red-lining is a lot better in color
 8 than it is in black-and-white strike-outs. So
 9 it characterizes the relief as exceptional
 10 relief. Why? Why call it that? Why make it
 11 exceptional? Because that has certain
 12 connotations to it. What we're trying to do is
 13 design a mechanism that solves a development
 14 problem we know we have. So why should it be
 15 an exception to do something that helps
 16 development?
 17 Now, let's stop there for a minute and say,
 18 certainly parking is important. You have to
 19 provide for parking some way. But to say that
 20 having remote parking requires exceptional
 21 relief, the perspective of that is, it is a
 22 better solution to have your parking on site
 23 than elsewhere. Why? Why is it necessarily
 24 better? It might be better for some projects
 25 and not for others, but it's not always the

1 undesirable, but that's really looking at it
 2 backwards, right? Because, really, what
 3 difference does it make if the City feels it's
 4 infeasible for you to redesign that project,
 5 it's impractical for you to redesign that
 6 project? What's the difference, what the City
 7 feels about that? The developer is saying to
 8 you, "Listen, I'm going to provide my parking
 9 off-site because I think the project is better
 10 designed this way," whether it's more
 11 beautiful, whether it's more functional,
 12 whether it's more economically profitable for
 13 the developer. What's the difference, if you
 14 allow the parking to go off-site in a parking
 15 function? So, once we get to the premise of,
 16 we're going to move it a thousand feet except
 17 for some uses, and that will work, leave it up
 18 to the developer, the market, to design it that
 19 way. Don't make it an exceptional piece of
 20 relief. Make it a piece of relief that
 21 developers say, "Now, this is a city doing
 22 something that makes sense."
 23 So the -- If we get down to the maximum
 24 remote parking, and once you get -- once you
 25 get away from where the parking has to be

1 case.
 2 In a couple of places, this is the first
 3 one, you require their remote parking to be in
 4 the City. For what purpose? What difference
 5 does that make, if it's outside the City
 6 boundaries? Again, the premise of the
 7 ordinance is, we won't have control over that
 8 parking if it's located out of the City.
 9 That's a truism, I think. Legally, I think
 10 that's probably the case, except the control
 11 you gain through a covenant, which I do think
 12 you have to have. But what magic is there to
 13 having the parking have to be in the City?
 14 What difference does it make if it's in the
 15 City or not, because you control the use. If
 16 they don't have the parking, no matter where
 17 it's located, they cannot continue on with
 18 their use.
 19 So now we go on to Page 3, and we're in
 20 Section B -- B, 2, b -- so we get to
 21 infeasibility, impracticality, and you'll see
 22 that I've put there undesirability, in mine.
 23 Here is the premise of that, that the way it's
 24 written, the City is going to make a decision
 25 about what's infeasible, impractical or

1 located, the outside of the City, certainly if
 2 it's in the City you ought to count the parking
 3 and the availability of it, so much of this
 4 ordinance is devoted to the point of making
 5 sure that -- let me call it surplus or excess
 6 spaces -- so if you're going to lease spaces to
 7 someone else, they've got to truly be excess
 8 spaces. They shouldn't be your required
 9 parking if you're leasing them. Absolutely, I
 10 agree with that. So, in the City, you ought to
 11 do the parking counts the way you want to do it
 12 to determine what's excess and what's not. But
 13 if it's outside the City, that city's -- that
 14 jurisdiction's laws ought to prevail on how
 15 they count excess and/or -- excess or required
 16 parking.
 17 Now we get to the part of whether it's
 18 being owned, and if you were to go to the end
 19 of the ordinance, you'll see that I struck out
 20 everything under the exceptional relief -- not
 21 exceptional, under the waiver section, where
 22 you go to the City Commission. You'll see that
 23 I struck out everything about limitations on
 24 what the City Commission can waive, and I
 25 struck out that you could only -- the City

1 Commission could only waive the ownership if
 2 you had a lease like this.
 3 Okay, so let's start there. Why should the
 4 City Commission -- with the possible exception
 5 that you can't put this parking in a
 6 residential district in the City. But even
 7 then, I think you're into the possibility if
 8 you let somebody build a garage, you should let
 9 somebody park in it, but maybe the problem
 10 takes care of itself. But with the possible
 11 exception of not allowing the remote parking in
 12 a residential district, why would you tie the
 13 City Commission's hands in advance about when
 14 they can have a waiver and when they cannot?
 15 And why would you say in advance, "Listen, you
 16 can only waive the ownership if you have a
 17 lease that looks like this." We really can't
 18 have a discussion about that until you say,
 19 "Well, we've done the study" -- "we" meaning
 20 Staff or the (unintelligible) has done the
 21 study, and the market will bear this kind of
 22 lease. So let's stop for a moment and get in
 23 perspective what we're asking an applicant to
 24 do.
 25 An applicant says -- and I say it as if the

1 City putting upon, but that's not a fair way to
 2 put it. A developer comes to you, or an
 3 existing business or existing building and
 4 says, "We're going to change the uses here,"
 5 whichever it is, "I want to have remote
 6 parking." So the -- If you haven't gone to the
 7 market and said, "Listen, will somebody else
 8 tie up parking for five years," if that doesn't
 9 exist out there, once you put it in your
 10 ordinance, that exception for a waiver is
 11 meaningless. But the bigger point is, you
 12 don't need that. You don't need to say in
 13 advance, "Listen, you have to have the parking
 14 tied up for five years, you have to have a
 15 lease that looks like this." All you need in
 16 your ordinance is, you have to secured the
 17 parking. The parking really has to exist, you
 18 really have to have secured it, and if you
 19 don't have it, then your certificate of use
 20 gets revoked, or you must scale down what is
 21 generating your need for off-site or remote
 22 parking. But don't make it the exception to
 23 the rule. Don't make an additional showing
 24 that has to be made, because the developer has
 25 already done his calculus when he comes to you,

1 about how is the best way to run his business.
 2 So, if your Code allows for the structure he's
 3 doing his business in and allows the use, the
 4 fact that he's made a decision to put the
 5 parking elsewhere, as long as it meets the
 6 requirements of the distance, what is the
 7 difference about that?
 8 And that brings me to the next point. So
 9 how much parking can you have off-site? Why
 10 rule out in advance that you can't have a
 11 hundred percent of your parking off-site?
 12 What's the difference? If you're saying you
 13 can have your parking within a thousand feet,
 14 what's the difference if it's all of your
 15 parking, if that creates a better product in
 16 the City? And now we get to the idea of what's
 17 a better product, so maybe that's in the eye of
 18 the beholder. So the point I'm making to you
 19 is, that could very well be, but the premise of
 20 the ordinance is that on-site parking is always
 21 better, and that's simply a decision that's
 22 really -- I would say to you, really not
 23 grounded in fact, because every building that's
 24 built on top of a parking garage is not the
 25 most ideal design that you could have.

1 In terms of the -- what should be required
 2 at the outset, it's certainly very fair to show
 3 you have the parking tied up and that you're
 4 within the distance, but I want to talk about
 5 this unity of title versus a covenant that says
 6 this parking is -- this parking is tied to the
 7 City. So when you talk about a unity of title,
 8 you're talking about tying two properties
 9 together, and really, what difference does it
 10 make? That they can't sell -- they have to
 11 sell together forever? That's not a commercial
 12 reality. Why is a commercial entity that has
 13 existing parking to lease going to say, well,
 14 wait a minute, I'll lease you the spaces, but
 15 I've got to tie this property to that one for
 16 unity of title? I'm not doing that. That's
 17 not commercially feasible for me to do. What
 18 is commercially feasible for me to do is to
 19 enter into a covenant with you that says the
 20 parking is going to be available. If I cancel
 21 the parking, and it may be a result of, the
 22 developer breaches an agreement with me, it may
 23 be in a termination clause in the agreement,
 24 that's fine. All they have to do -- should
 25 have to do is covenant it to the City and say

1 you have to give us so much notice. Why?
 2 Because that triggers the City knowing and they
 3 can now seize upon the use. They can go to the
 4 person who's operating the business that's
 5 generating the need for remote parking and say,
 6 "Listen, we've got a notification from the
 7 supplier of your parking that it's not. What
 8 are you going to do to replace that parking,"
 9 and have him act accordingly, but the more you
 10 tie the hands of people who will be supplying
 11 this remote parking, the more impossible you
 12 make it for this to work, right? So the City's
 13 concern has to be that the parking is
 14 available. So all it needs to know is the
 15 parking is there, and if it's going to become
 16 available, it needs some advance notice to deal
 17 with it. That premise itself says that the
 18 developer is not going to come to you in
 19 advance and tell you, "I have this problem."
 20 Maybe that's the case. I'd like to not think
 21 so, that they'd come and say, "Listen, I have a
 22 problem with my parking, here's my remedial
 23 plan." But it may be you have to catch them.
 24 But if you tie up the owner -- There's a big
 25 difference between a covenant that says I have

1 to give you three months' notice if I'm going
 2 to have to terminate this parking, versus, I
 3 need to have a unity of title, tying these two
 4 properties together. The point is, we can only
 5 require the remote parking supplier what's
 6 commercially reasonable. Those are the --
 7 The last point I want to talk about, and
 8 that's the commercial reality point, is why
 9 should they -- Why should the -- and this is on
 10 Page 5, in 7, g. So, as it's provided to you,
 11 it says that the -- that an applicant, if they
 12 were denied under this ordinance and exhausts
 13 their appeals to the City Commission, they
 14 would waive their right to seek judicial
 15 review. Why? Why should they have to do that?
 16 Let's just say that it's legally permissible to
 17 call this a privilege, and I'm not so sure that
 18 that's the right way to characterize the
 19 ability to have remote parking, but let's say
 20 we call it that so it's legally permissible to
 21 say you waive your right to judicial review.
 22 Why do we do that? Is that a
 23 developer-friendly provision to have? Or would
 24 it be more reasonable to say, "Listen, if you
 25 think we have acted" -- and the language I

1 suggested, arbitrarily or capriciously or
 2 unlawfully, or in a manner not substantially
 3 related to a legitimate health, safety or
 4 welfare concern, and I take it that actually is
 5 sort of the magic words about what a government
 6 can't do -- why shouldn't you have a right to
 7 judicial review, if that happens? Why not tell
 8 a developer, "Listen, if you think you've been
 9 treated arbitrarily, you have your right to
 10 seek judicial review. You don't have to waive
 11 that in advance."
 12 We are trying to solve a problem of
 13 distance, and in order to clarify how it's
 14 going to operate, the mechanics of it, we've
 15 now made it probably commercially infeasible
 16 for somebody to find remote parking.
 17 So you have my comments in detail, in my
 18 red-lining. That's why I sent them. But those
 19 are really the real-life drivers of what it
 20 will take to obtain remote parking and how this
 21 doesn't square with them, and so if it looks
 22 workable on paper, it won't work in real life.
 23 I'm happy to answer any questions you have.
 24 Listen, I haven't gone through every red-line
 25 and strike-out, but that's, in a nutshell,

1 where we are.
 2 CHAIRMAN AIZENSTAT: Thank you.
 3 The next speaker, please?
 4 MS. MENENDEZ: We have Jorge Alvarez.
 5 MR. ALVAREZ: No, I'll waive mine.
 6 CHAIRMAN AIZENSTAT: Any other speakers?
 7 MS. MENENDEZ: That's it.
 8 CHAIRMAN AIZENSTAT: Okay. We'll go ahead
 9 and --
 10 MR. RENTZ: I would like to --
 11 CHAIRMAN AIZENSTAT: Oh.
 12 MR. RENTZ: Good evening. I'm Larry Rentz,
 13 with the Allen Morris Company, 121 Alhambra
 14 Plaza. I'm here kind of as a concerned person,
 15 and we're a real estate broker and a lover of
 16 Coral Gables. Mr. Adair, as eloquent as he
 17 was, he used the term developer. This really
 18 doesn't apply to a developer as much as it
 19 applies to property owners who own property in
 20 Coral Gables and who operate their business or
 21 their law firms. Most of the ownership is in
 22 small buildings, 3,000, 4,000, 5,000 square
 23 feet, on a lot that is maybe 8,000 square feet.
 24 And the requirement for that owner, that
 25 business in Downtown Coral Gables, if they want

1 to expand 500 feet or a thousand feet, they've
 2 got to go buy a lot. Well, the economics are
 3 not there. If I'm the owner of a
 4 4,000-square-foot office building and I want to
 5 expand a thousand feet, that 4,000-square-foot
 6 office building is maybe worth a little over a
 7 million dollars. And if I can find a lot to
 8 buy, I'm going to have to pay over a million
 9 dollars. So, as the owner of that property,
 10 trying to expand, they can't pay a million
 11 dollars to park a couple cars. So they'll
 12 either leave Coral Gables or they won't expand.
 13 Either way, Coral Gables loses.

14 The same with the change in use. If they
 15 can't meet the parking, and the change in use
 16 by Code, each use has a different parking
 17 ratio, and the owner of that property has to go
 18 try to find a lot. That person, that new
 19 business coming in to replace the old business
 20 that this ordinance will chase out because they
 21 can't expand, they won't come in now, because
 22 they can't meet the requirements.

23 So I'm more concerned with all the small
 24 business owners out there. I mean, our company
 25 is known as a developer. We normally build

1 buildings over a hundred thousand square feet.
 2 But there are hundreds of business owners and
 3 property owners that you are really putting a
 4 burden on, and they will have no other choice;
 5 if they want to expand, they'll leave.

6 Two questions. I was over here and I
 7 couldn't hear you. What was the cost to buy a
 8 parking space?

9 MR. WU: \$42,000, that's the amount the
 10 City Commission approved.

11 MR. RENTZ: 42,000?

12 MR. WU: Yes, sir, as the Commission
 13 approved for paying in lieu of a parking space.

14 MR. RENTZ: 42,000?

15 MR. WU: It was approved in 2013.

16 MR. RENTZ: Where did they get that number?

17 MR. WU: It was done by a study, sir.

18 MR. RENTZ: Pardon me?

19 MR. WU: It was done by a study. There was
 20 a professional study done.

21 MR. RENTZ: My goodness. We can build a
 22 parking space for about 22,000. So maybe they
 23 have included the land cost at a million
 24 dollars and you can get maybe, what, eight
 25 parking spaces on a lot? Okay.

1 And lastly, what is the magic on the 1964
 2 date?

3 MR. WU: That date, April 11th, 1964, when
 4 the City approved requirements for parking
 5 regulation. That's when we had parking --

6 MR. RENTZ: Including remote parking?

7 MR. WU: No. That was just, you have a
 8 use, you want to build a new building, you have
 9 to provide parking on-site.

10 MR. RENTZ: So, before '64, they didn't
 11 have any parking requirements?

12 MR. WU: That's correct.

13 MR. RENTZ: And a lot of buildings out
 14 there were built before '64?

15 MR. WU: That's correct. They're
 16 grandfathered in.

17 MR. RENTZ: So you're really penalizing
 18 them.

19 MR. WU: No. We make them allowances that
 20 we recognize they existed --

21 CHAIRMAN AIZENSTAT: It's the opposite.

22 MR. RENTZ: Well, the last -- Okay, I saw
 23 that.

24 So, lastly, I would urge, as a 40-year real
 25 estate person, I can see no good in this

1 ordinance. The only purpose I can see is, I
 2 don't know who authored it, but when a property
 3 owner cannot afford to buy a lot to park on,
 4 or they can buy a parking space for 42,000, but
 5 they don't -- they haven't solved their parking
 6 unless they can find a lot to rent, so the only
 7 purpose of this ordinance is to increase
 8 payments to the City.

9 MR. WU: No, sir, that's not correct. Pay
 10 in lieu meant --

11 MR. RENTZ: What is the purpose?

12 MR. WU: Pay in lieu is just one option, if
 13 you cannot find parking based on the Code
 14 regulation.

15 MR. RENTZ: I can guarantee you, you cannot
 16 find parking if you have to own it, because
 17 it's economically a non-starter.

18 CHAIRMAN AIZENSTAT: If we can, I'd rather
 19 not have back-and-forth discussion based on it.
 20 I welcome your comments, just have it to the
 21 Board at that time.

22 MR. LEEN: For purposes of the record, you
 23 know, the purpose of this ordinance, whether
 24 you like it or you don't, the purpose was
 25 because currently it's 500 feet and the

1 Commission asked that it be looked at to go to
 2 a thousand feet, and then Staff's view was that
 3 there was not -- that there should be more
 4 detail in terms of the criteria to apply. It
 5 was not to increase revenues to the City. I
 6 want to make that clear.
 7 MR. RENTZ: Is, under the current
 8 ordinance, ownership required for the remote
 9 parking?
 10 MR. LEEN: No.
 11 MR. RENTZ: No. So what was the purpose of
 12 that?
 13 MR. LEEN: Let me --
 14 MR. WU: Staff can answer.
 15 CHAIRMAN AIZENSTAT: Yeah, and then we'll
 16 move on.
 17 MR. WU: It is to allow assurances, that
 18 there's some surety that the parking will exist
 19 for the duration of the use.
 20 MR. RENTZ: Have you all thought about the
 21 owner who owns just a 50-foot lot, and if he
 22 can't -- he or she can't lease that to a remote
 23 parking user, then you've deprived that
 24 property owner of a use of their property?
 25 Thank you.

1 CHAIRMAN AIZENSTAT: Thank you for your
 2 time.
 3 Any other speakers?
 4 MS. MENENDEZ: No.
 5 CHAIRMAN AIZENSTAT: At this time, we'll go
 6 ahead and close the floor for public comments.
 7 We'll open it up to the Board.
 8 MR. BELLIN: I've got a number of comments.
 9 MR. FLANAGAN: Please --
 10 MR. BELLIN: Do you want to --
 11 MR. FLANAGAN: Just one question before --
 12 I've got some comments. We may have talked
 13 about this, the last meeting, but let's say in
 14 the past 10 years or so, how many times has
 15 remote parking been used?
 16 MR. WU: We have not found any information
 17 or documentation showing it's been used at all,
 18 nor has there been payment in lieu of the
 19 system, either.
 20 MR. FLANAGAN: Okay. So we have an
 21 ordinance that may want some tweaking, but it's
 22 basically never been used, so we don't even
 23 know if that's broken.
 24 MR. WU: We don't know if it's because
 25 people are providing parking on their own --

1 MR. FLANAGAN: Uh-huh.
 2 MR. WU: -- or the ordinance is too
 3 cumbersome. We've just been told we have some
 4 examples, to revisit it, and that's why we have
 5 it before you today.
 6 MR. FLANAGAN: And then just so I'm clear,
 7 the buildings before '64, that didn't have the
 8 parking requirement are grandfathered in?
 9 MR. WU: Yes, sir.
 10 MR. FLANAGAN: What if there's a change of
 11 use to that building?
 12 MR. WU: Change of use, if it increases the
 13 intensity of use, we have to revisit the
 14 parking.
 15 Am I correct? Yes?
 16 MR. FLANAGAN: They have to find the
 17 parking -- They need to find the overage
 18 between what was grandfathered and what's
 19 required now?
 20 MR. WU: Yes, but if it's an increase of
 21 intensity, if it's like for like, then there's
 22 no issue there.
 23 MR. FLANAGAN: If it's like for like,
 24 right.
 25 MR. WU: So, typically, in a Miracle Mile

1 situation, it's all retail. There are no
 2 issues there.
 3 MR. FLANAGAN: And maybe up and down Ponce?
 4 Well, not in the Central Business District, but
 5 north and south of it, a lot of it is office,
 6 and it's usually office to office.
 7 MR. WU: Correct.
 8 MR. FLANAGAN: Okay. So the genesis here
 9 is because somebody leased space in an office
 10 building for a use that requires a greater
 11 parking ratio?
 12 MR. WU: That's correct.
 13 MR. FLANAGAN: Okay.
 14 CHAIRMAN AIZENSTAT: Marshall?
 15 MR. BELLIN: Well, to answer your question,
 16 where it comes into play is, if you've got a
 17 retail space on Miracle Mile and they want to
 18 turn it into a restaurant, that's a different
 19 parking requirement, so they would have to then
 20 go from retail to restaurant and determine what
 21 the difference is in the parking requirement,
 22 and that's a hardship, because obviously, you
 23 can't find the parking somewhere.
 24 MR. FLANAGAN: But if it's never been
 25 used -- I mean, I don't know if retail has gone

1 to restaurant in the Mile. I would imagine
 2 it's true.
 3 CHAIRMAN AIZENSTAT: I would imagine so.
 4 MR. FLANAGAN: If nobody has used it -- and
 5 I posited at the last meeting, rather than
 6 going through all of this, the City really
 7 ought to look at creating, as I call it, a
 8 non-use variance for parking. Rather than your
 9 strict variance standard that requires the
 10 hardship, you didn't come to it, you didn't
 11 create it, and that the property be unique from
 12 everything else, and you don't have to meet the
 13 legal standard for a strict variance. Other
 14 municipalities and entities have a non-use
 15 variance standard, where those do not apply.
 16 It does require an approval in a public hearing
 17 process, but you look at it with a much looser
 18 standard for a determination of whether it's
 19 appropriate or not appropriate, on a
 20 case-by-case basis.
 21 CHAIRMAN AIZENSTAT: Marshall?
 22 MR. BELLIN: There's a couple of --
 23 Assuming that this gets approved -- I don't
 24 agree with it at all. I think that the old
 25 ordinance made a whole lot of sense and it

1 really isn't broken, it didn't need to be
 2 fixed. The only thing that I think needed to
 3 be changed was going from 500 feet to a
 4 thousand, and that's it. But assuming that
 5 this is something that gets approved, one of
 6 the questions I have is, how is the thousand
 7 feet measured?
 8 MR. WU: From property line to property
 9 line.
 10 MR. BELLIN: Okay. So what that does is
 11 penalize a guy who is at the center of the CBD.
 12 I think the way it ought to be measured is from
 13 the boundaries of the CBD, so everybody is
 14 playing, you know, with the same rules, because
 15 if a guy is on Miracle Mile, his thousand feet
 16 is different than a guy who's on the fringes.
 17 MR. WU: No, it's the same thousand foot.
 18 MR. BELLIN: No, it's a thousand feet from
 19 the property line, so a guy that's in the
 20 middle of the CBD, he's got a thousand feet
 21 from his property line out, whereas the guy
 22 who's at the fringe of the CBD can start there
 23 and go a thousand feet. So his reach is
 24 greater than the guy who's in the middle.
 25 MR. WU: But it's the same radius.

1 CHAIRMAN AIZENSTAT: I think what Marshall
 2 is saying is, the radius is cut. In other
 3 words, your back side, let's say you're on one
 4 end of it, your back side could be cut off so
 5 you can only go a thousand feet forward, left
 6 or right, but you can't go back.
 7 MR. WU: Well, sir, it goes outside the
 8 CBD.
 9 MS. ALBERRO MENENDEZ: Yeah, this allows it
 10 to go --
 11 MR. WU: It allows to go outside the CBD.
 12 MR. BELLIN: It does, but it's got to be
 13 from the boundary for it to be fair for
 14 everybody, not from the property line.
 15 MS. ALBERRO MENENDEZ: From the boundary?
 16 MR. BELLIN: From the boundary, from
 17 Navarre, a thousand feet, and from Almeria a
 18 thousand feet, not from the guy who's on
 19 Miracle Mile, where his thousand feet certainly
 20 doesn't reach as far as the guy who's at the
 21 boundary. His space is on Navarre. He's got a
 22 different thousand square feet than the guy
 23 who's on Miracle Mile.
 24 MS. ALBERRO MENENDEZ: I see.
 25 MR. BELLIN: So I think that you measure

1 the thousand square feet from the boundaries,
 2 not from the property line.
 3 MR. FLANAGAN: So you're basically saying,
 4 wherever you are, either in the CBD or within a
 5 thousand feet of the CBD, your remote parking
 6 could be anywhere in the CBD or within a
 7 thousand feet of the CBD?
 8 MR. BELLIN: Yeah, regardless of where your
 9 space --
 10 MR. FLANAGAN: Regardless of where you're
 11 at. So there's really no -- There's no radius
 12 from the use. You're saying --
 13 MR. BELLIN: No, it should be from
 14 boundary.
 15 MR. FLANAGAN: You're saying, anywhere in
 16 the CBD -- anywhere within a thousand feet of
 17 the CBD?
 18 MR. BELLIN: Yeah.
 19 MR. LEEN: Well, if I may, you know, I --
 20 My understanding is, it's a thousand feet
 21 circle, and each property will have a different
 22 circle. That's true.
 23 MR. WU: But it's the same circle.
 24 MR. LEEN: And some may be more benefited
 25 by that and some may be less, but I think the

1 idea behind the provision is how far you walk.
 2 MR. BELLIN: Right.
 3 MR. LEEN: So --
 4 MR. BELLIN: If somebody's on Miracle Mile,
 5 and you take that -- It's a thousand feet from
 6 his property line, is where you can find remote
 7 parking. Well, because of it being on Navarre,
 8 on the north, from his space to Navarre is
 9 included in his thousand square feet. And I
 10 think it ought to be from the boundary, a
 11 thousand square feet from either boundary,
 12 which is Navarre or Almeria, can be used for
 13 remote parking.
 14 MR. LEEN: So that means that some people
 15 would have to walk much farther than a thousand
 16 feet to the property.
 17 CHAIRMAN AIZENSTAT: It would be greater
 18 than a thousand feet when you're really looking
 19 at it.
 20 MR. LEEN: I mean, that's a legislative
 21 judgment, but it would be much -- but I think
 22 the purpose of that was so that they would walk
 23 no more than a thousand feet.
 24 CHAIRMAN AIZENSTAT: Charles, just to make
 25 sure, the remote parking does not have to be

1 within the CBD District?
 2 MR. WU: Correct. It can be within a
 3 thousand feet of the CBD. So, in theory, you
 4 can have the use and remote parking both
 5 outside the CBD. They have to be within 1,000
 6 feet of the CBD.
 7 CHAIRMAN AIZENSTAT: It could be on-site
 8 within the CBD --
 9 MR. WU: On the fringe --
 10 CHAIRMAN AIZENSTAT: -- but it could also
 11 be outside the CBD District?
 12 MR. WU: Yes.
 13 CHAIRMAN AIZENSTAT: The last time that was
 14 brought before us, it was within the CBD.
 15 MR. WU: That's correct.
 16 CHAIRMAN AIZENSTAT: So you've made that
 17 change?
 18 MR. WU: We made that change.
 19 CHAIRMAN AIZENSTAT: Okay.
 20 MR. BELLIN: Also, I'm wondering why the
 21 restaurant and retail use is only 500 feet, as
 22 opposed to a thousand. Why isn't everybody a
 23 thousand?
 24 MR. WU: Because that's how the Code allows
 25 today, so we thought we'd carry that over, but

1 it's subject to your discretion.
 2 MR. BELLIN: To me, it makes no sense.
 3 MS. ALBERRO MENENDEZ: Do you think people
 4 are going to walk -- I mean, park a thousand
 5 feet from a retail store and then walk to the
 6 store?
 7 MR. BELLIN: Are they going to rent a space
 8 in an office building and walk a thousand
 9 square feet from the office building?
 10 MS. ALBERRO MENENDEZ: Well, if they're
 11 going to be there for eight hours, most likely,
 12 as compared to retail. I mean, restaurant, you
 13 could take care of it through valet, you know,
 14 because I don't think I would walk a thousand
 15 feet to a restaurant.
 16 MR. BELLIN: I don't think I would walk a
 17 thousand feet to any remote use, especially in
 18 the rainy season.
 19 MS. ALBERRO MENENDEZ: Oh, of course. I'm
 20 with you.
 21 MR. BELLIN: So I don't know why people
 22 would use this at all, to tell you the truth,
 23 but if you want the mechanism to do that, okay,
 24 and I don't understand why the remote can't be
 25 outside the City. Would you rather have

1 50-foot parking lots dispersed throughout the
 2 City, or would you rather have them in maybe
 3 the City of Miami, across Douglas?
 4 MS. ALBERRO MENENDEZ: He allows it now.
 5 That's how it's written. My understanding is,
 6 they allow it.
 7 CHAIRMAN AIZENSTAT: No, no, no. It has
 8 to be within the City, but not within the CBD
 9 District.
 10 MR. BELLIN: Yeah, so if a guy wants to
 11 rent some remote parking in the City of
 12 Miami --
 13 MS. ALBERRO MENENDEZ: I understood it
 14 could be outside the City.
 15 MR. WU: Not in our proposal.
 16 CHAIRMAN AIZENSTAT: Not the way it's --
 17 MS. ALBERRO MENENDEZ: Okay.
 18 MR. WU: And the reason, if I can expand,
 19 is, the City wants some assurances that we have
 20 control over what remote parking is. We cannot
 21 have, we fear, and not to say that our client
 22 will do it, that we have someone from the
 23 outside giving out five leases for the same
 24 spaces and we don't know where those five
 25 leases are, just give us -- say, "I have a

1 lease and I can show you, I can prove that I
 2 have it." So at least we have some control
 3 over it within the City. We feel strongly
 4 about that.
 5 CHAIRMAN AIZENSTAT: Now, what happens
 6 if -- For right now, you have it set up that
 7 the person must own the property. Let's say
 8 somebody goes ahead and leases a property for X
 9 amount of years or the same time as the
 10 tenant's lease. Why are you not allowing that?
 11 Why must it be owned?
 12 MR. WU: We allow that as a waiver, sir.
 13 CHAIRMAN AIZENSTAT: As a waiver?
 14 MR. WU: Commission waiver, yes.
 15 MR. BELLIN: I have a question about
 16 waivers. What are the requirements to obtain a
 17 waiver? Is the waiver granted -- It's granted
 18 by the Commission?
 19 MR. WU: Yes.
 20 MR. BELLIN: On what basis, a basis of
 21 hardship, a basis of --
 22 MR. WU: They have to tell us why they're
 23 seeking the waiver and what mechanism they did
 24 to try to meet the Code requirement and why
 25 they need the waiver. At least that should be

1 some backup, some support documents.
 2 CHAIRMAN AIZENSTAT: So it's at the
 3 Commission's discretion, basically?
 4 MR. WU: That's how it's written, yes.
 5 MR. LEEN: You know, I have some thoughts
 6 on that, too, and also, our outside land use
 7 counsel, Susan, if you have anything you'd like
 8 to say about this, please come up.
 9 MR. WU: There are two standards they have
 10 to meet. It's not just -- They will have to
 11 not harm the public interest or create a
 12 parking problem. We believe that's an easy
 13 standard to meet.
 14 MR. BELLIN: I just want to know what the
 15 parameters are for somebody to obtain a waiver.
 16 I'm not saying that they shouldn't be
 17 available. I just think it should be the same
 18 for everybody.
 19 MR. WU: It's all your discretion. If you
 20 want to make it either own or lease, that's
 21 something we're willing to entertain. We told
 22 you our premise of why we thought ownership was
 23 important.
 24 MR. BELLIN: Yeah, I think ownership just
 25 is a no-starter, with respect to somebody doing

1 it, because nobody -- as this gentleman said,
 2 nobody is going to spend a million dollars to
 3 park 10 cars or 15 cars.
 4 MR. WU: And that's why we're here to get
 5 your input.
 6 MR. BELLIN: Another issue, I don't
 7 understand why, if somebody has their
 8 application -- they get an application and the
 9 remote parking is, for some reason, taken away
 10 from them, they need six months before they can
 11 reapply.
 12 MR. WU: That is, if they tell us -- they
 13 give us a remedial plan, they don't comply with
 14 the remedial plan, then they'll lose that
 15 approval, and they cannot apply six months
 16 again, because they had an opportunity to have
 17 it, and they didn't fix the problem. But it's
 18 written such that their opportunity is to
 19 remedy it. We give them a chance. We give
 20 them extensions, and they still don't remedy
 21 it. We can't have them come back around, right
 22 after that, and say, "We want the same thing
 23 again."
 24 MR. BELLIN: All right, so my question is,
 25 then what? Then what happens? You put a lock

1 on his door?
 2 MR. WU: Then we have to require them to
 3 meet the Code requirement, because suddenly if
 4 they're parking the cars --
 5 MR. BELLIN: But you can't for six months.
 6 So what happens? I mean, he's got to operate
 7 his business, but they're saying because he
 8 can't apply for six months -- Then what happens
 9 to his business?
 10 MR. WU: Then all I can tell you is, he's
 11 in violation of the Code.
 12 MR. BELLIN: Well, then that needs to be
 13 taken out, I think. It makes no sense to me.
 14 MR. WU: Do you have a suggestion if
 15 someone doesn't remedy it, what the solution
 16 is?
 17 MR. BELLIN: Maybe a fine.
 18 MR. WU: Okay.
 19 MR. BELLIN: Or some other mechanism, but
 20 for him not to apply for another six months --
 21 MR. WU: There's always the solution to
 22 payment in lieu of.
 23 MR. BELLIN: Yeah, and that's another thing
 24 that I don't quite understand. What's the
 25 benefit to the guy who has a space, he needs

1 more parking, but he can't find it, so -- but
 2 he needs it, so he does the payment in lieu of?
 3 He still doesn't have his parking, so what's
 4 the benefit?
 5 MR. WU: Well, if I can share with you the
 6 payment in lieu of -- you probably understand
 7 the concept -- is that if the City can pool
 8 this money, payment in lieu of, the City can
 9 have a larger parking strategy throughout
 10 Downtown. We think that it's beneficial from a
 11 bigger picture standpoint, because there might
 12 be more benefit to the City from a public
 13 purpose standpoint. The City also provides
 14 certain parking for the customers, for the
 15 people who come to visit, not necessarily
 16 everybody has to have their own parking. So
 17 the payment in lieu of is not just one parking
 18 problem, one space. It's for a global
 19 solution. We can use that money to raise bonds
 20 for parking. We could do maintenance of
 21 garages. It's a number of things. It's not
 22 like you pay us \$42,000 and we're going to find
 23 you a spot and here is your spot. It doesn't
 24 work that way.
 25 MR. BELLIN: For the parking garages, I

1 understand that, but if nobody has taken
 2 advantage of it in all these years, what --
 3 MR. WU: The fee was just established last
 4 year.
 5 MR. BELLIN: Okay. I don't believe anybody
 6 is going to use that, but that's my own
 7 opinion.
 8 MS. ALBERRO MENENDEZ: And really, unless
 9 it's built within the area that's going to
 10 impact the parking, I don't see -- I don't see
 11 the value of it.
 12 CHAIRMAN AIZENSTAT: In other words, what
 13 you're saying --
 14 MS. ALBERRO MENENDEZ: Outside of the
 15 global, but, you know, if you're trying to
 16 address the parking issue for the area, for a
 17 building, contributing money towards it -- Now,
 18 granted, 42,000, who's going to be paying that
 19 for 10 spaces, or a hundred spaces? I mean,
 20 maybe someone will, maybe someone -- I -- you
 21 know, it's expensive, so -- but -- So I mean, I
 22 just don't see the value of having a pay in
 23 lieu if in fact it's not going to help the area
 24 with the parking shortage.
 25 CHAIRMAN AIZENSTAT: So, Maria, what you're

1 saying is that the payment in lieu, those funds
 2 should be directed towards that specific area?
 3 MS. ALBERRO MENENDEZ: Well, we talked
 4 about that --
 5 CHAIRMAN AIZENSTAT: Right.
 6 MS. ALBERRO MENENDEZ: -- and I recognize
 7 and I looked at it afterwards, that it's an
 8 ordinance. It's separate from this.
 9 CHAIRMAN AIZENSTAT: Correct.
 10 MS. ALBERRO MENENDEZ: So I'm not going
 11 to -- but my opinion is, unless you put it into
 12 the area, you're not really achieving the
 13 objective of providing the parking, so --
 14 MR. BELLIN: And I don't see how you manage
 15 to do that.
 16 MS. ALBERRO MENENDEZ: I'm sorry?
 17 MR. BELLIN: I don't see how you collect
 18 these dollars and it goes towards a parking
 19 garage, and the parking garage goes where the
 20 parking garage can go. We can't just -- you
 21 know, if a guy is at one end of Miracle Mile
 22 and he's got to contribute, and the parking
 23 garage is across from Publix --
 24 MS. ALBERRO MENENDEZ: Right. That's my
 25 point, but that's why if you put that option --

1 and obviously if it was less expensive, it
 2 probably would be used, but if you put an
 3 option like that, it's really not helping the
 4 parking shortage.
 5 MR. BELLIN: Right. It doesn't at all.
 6 It's of no benefit to the guy who's paying.
 7 MS. ALBERRO MENENDEZ: Right.
 8 MR. BELLIN: He still needs his parking and
 9 it's not there.
 10 MS. ALBERRO MENENDEZ: Exactly.
 11 CHAIRMAN AIZENSTAT: Jeff?
 12 MR. FLANAGAN: Is there a reason why this
 13 is being limited to the CBD?
 14 MR. WU: As written, yes, or 1,000 feet
 15 within the CBD.
 16 MR. FLANAGAN: Why? Why is there that
 17 limitation? Why not make it City-wide?
 18 MR. WU: Honestly, I think we should try
 19 this for a few years to see how it works, does
 20 it create some unintended consequences, and
 21 then we can revisit it a few years later.
 22 CHAIRMAN AIZENSTAT: Charles, what
 23 happens -- I own a property and -- I own a
 24 large building within the CBD area. I go ahead
 25 and I get a tenant that requires more parking

1 than I have. I go ahead and I decide, as an
 2 owner, I'm going to pay into the fund so I can
 3 have this tenant on the property. That tenant,
 4 after X amount of years, leaves. Then I get a
 5 new tenant that requires parking. What
 6 happens?
 7 MR. WU: Is it the same intensity or a
 8 lower intensity use?
 9 CHAIRMAN AIZENSTAT: Let's say it's lower
 10 intensity.
 11 MR. WU: Then you no longer need the remote
 12 parking.
 13 CHAIRMAN AIZENSTAT: So you don't get
 14 anything back, but I still have those extra
 15 spaces that I paid for --
 16 MR. WU: Yes.
 17 CHAIRMAN AIZENSTAT: -- that I can use
 18 later?
 19 MR. WU: Yes, you can. Or, in terms of if
 20 you have a lease, you can terminate the lease.
 21 CHAIRMAN AIZENSTAT: Right, but if I've
 22 paid into the fund so I can have this tenant
 23 come into my building --
 24 MR. WU: You pay into the parking fund?
 25 CHAIRMAN AIZENSTAT: Yes, I'm talking about

1 paying into the parking fund.
 2 MR. WU: Okay. Sorry about that.
 3 CHAIRMAN AIZENSTAT: That's all right.
 4 That's what I'm saying. That tenant leaves. I
 5 get another tenant that comes in, that does not
 6 require that intensive use. So those parking
 7 spaces that I'd paid into the fund, they stay
 8 there for me?
 9 MR. WU: Let me clarify that. I think I
 10 understand your question. You have a scenario
 11 where you have an increased intensity, you
 12 bought 10 spaces to satisfy that need.
 13 CHAIRMAN AIZENSTAT: Right.
 14 MR. WU: I think the certificate of use for
 15 that use --
 16 CHAIRMAN AIZENSTAT: Right.
 17 MR. WU: -- let's say it's a more intense
 18 use -- will be imbedded in the certificate of
 19 use, that you have 10 spaces you bought --
 20 CHAIRMAN AIZENSTAT: Okay.
 21 MR. WU: -- as part of that approval. So
 22 even though you don't have 10 spaces in this
 23 Garage A, you already encumber 10 spaces. You
 24 paid into it.
 25 CHAIRMAN AIZENSTAT: Yes.

1 MR. WU: So you are vested, so to speak --
 2 CHAIRMAN AIZENSTAT: Okay.
 3 MR. WU: -- for that intensity. So, if you
 4 have a lower intensity, that Use B can come in,
 5 but let's say, a few years later, Use C comes
 6 in.
 7 CHAIRMAN AIZENSTAT: Right.
 8 MR. WU: You can hold that certificate of
 9 use and say, "Listen, I already have my money
 10 in the bank. I'm already vested." Does that
 11 help?
 12 CHAIRMAN AIZENSTAT: Yes.
 13 MR. LEEN: Mr. Chair, if I may interrupt
 14 real fast, it's going to be 10:00 p.m. soon.
 15 In our Code --
 16 CHAIRMAN AIZENSTAT: 10:00 p.m.?
 17 MR. LEEN: Yes. You have to do a --
 18 MR. WU: It's 9:00.
 19 MR. LEEN: I mean, 9:00 p.m. Forgive me.
 20 It's going to be 9:00 p.m. soon.
 21 CHAIRMAN AIZENSTAT: We have to extend --
 22 MR. LEEN: Per our Code, you have to extend
 23 by motion, before 9:00, to a certain time.
 24 CHAIRMAN AIZENSTAT: I was going to go a
 25 little bit longer --

1 MR. LEEN: And I have a suggestion.
 2 CHAIRMAN AIZENSTAT: Sure.
 3 MR. LEEN: You do -- you know, ultimately,
 4 based on what happened last time, Staff went
 5 back and made changes. It seems to me that you
 6 have a proposed -- a proposal from the floor.
 7 You also have Staff's proposal. I think Staff
 8 is very receptive to any comments here.
 9 MS. ALBERRO MENENDEZ: We also have a
 10 request for a deferral from the Chamber.
 11 MR. LEEN: You do have a request for a
 12 deferral from the Chamber, but even if you were
 13 to defer it, it would be good to give the
 14 guidance to Staff so they can come back with a
 15 new ordinance.
 16 CHAIRMAN AIZENSTAT: So what do you
 17 suggest?
 18 MR. LEEN: I suggest --
 19 MS. ALBERRO MENENDEZ: Start talking to
 20 them?
 21 MR. LEEN: Some of these prongs, some of
 22 these provisions, tell Staff what you would
 23 like, and I'm sure they'll consider it.
 24 MR. BELLIN: I just want to make one more
 25 comment. In lieu of, you've got to pay \$42,000

1 for a parking space, so why not just buy a lift
2 for \$12,000, put 10 of those in the building?
3 You comply with the requirement and it costs
4 you \$30,000 less per space. And that's why I
5 think the payment in lieu just doesn't make
6 sense to me.

7 MR. BELLO: But I don't think we're --
8 We're not addressing the payment in lieu.

9 CHAIRMAN AIZENSTAT: Right, the payment now
10 is already -- That was done a year ago.

11 MS. ALBERRO MENENDEZ: But they put it as
12 part of -- See, right now, that's not -- My
13 understanding, it's not an option. Is that
14 correct? Right now, with the existing remote
15 parking --

16 MR. WU: It is an option. Yeah, it's an
17 option today. You can modify it to create more
18 spaces.

19 MR. LEEN: Susan, could you respond on
20 this?

21 MS. TREVARTHEN: Good evening. Susan
22 Trevarthen, of Weiss Serota. I'm working with
23 the City Staff on this. If you could restate
24 the question.

25 MS. ALBERRO MENENDEZ: My question is, in

1 use, either the amount of the use, through the
2 square footage, or the type of use, because
3 those factors drive parking demand, or to pay
4 in lieu. There's not really another option,
5 unless you can think of one.

6 MS. ALBERRO MENENDEZ: Susan, what does the
7 pay in lieu provide for the impact on parking,
8 if you're not putting it back? And I know
9 it's -- If you're not putting it back to the
10 area, how is that helping your parking?

11 MS. TREVARTHEN: And I understand your
12 perspective on that, and that is certainly
13 something that the City could consider. I
14 mean, it's a City Commission thing that was
15 done in the City Code of Ordinances. It's
16 something this Board could bring forward as a
17 recommendation, if they wanted to. It's not
18 really part of what we're dealing with here,
19 but --

20 MR. LEEN: Susan, 74-203, what it says is
21 that, "The funds generated by the parking
22 replacement assessment program shall be
23 deposited into a City account specifically
24 established for parking development reserves.
25 The funds may be used to acquire property or

1 today's remote parking ordinance, Code,
2 whatever, do you have that option to pay in
3 lieu of providing parking?

4 MS. TREVARTHEN: You have the option,
5 because it's part of the City's Code of
6 Ordinances. It has nothing to do with the
7 remote parking. If I can get to the larger
8 question that the Board was discussing, what
9 you're saying is, why are we pointing to that
10 payment in lieu process as part of this
11 discussion, and the reason we're pointing to
12 that process is, when you follow down the path
13 of all the questions that get asked -- so if
14 you keep down the path of what could go wrong,
15 what could go wrong, what could go wrong, and
16 you get to the end, then what? What happens?
17 And really, there's only two ultimate solutions
18 to that problem, where in the Chair's
19 situation, you have a larger use, you know, you
20 are counting on those 10 extra spaces being
21 available, and it's all in place, but later it
22 falls apart. So what we're talking about, then
23 what? What do you do at that point? Because
24 you still have that parking need. And really,
25 the ultimate solutions are only to adjust the

1 pay for capital improvement, development and
2 construction costs for any public parking
3 facility."

4 CHAIRMAN AIZENSTAT: Um --

5 MS. ALBERRO MENENDEZ: Right. How
6 does it -- I'm sorry.

7 CHAIRMAN AIZENSTAT: Let's take a second
8 and just --

9 MR. LEEN: Yes.

10 CHAIRMAN AIZENSTAT: To extend the time.

11 MR. LEEN: Yes.

12 CHAIRMAN AIZENSTAT: Is there a motion to
13 go ahead and extend to a certain time this
14 meeting?

15 MR. BELLO: So moved.

16 MR. FLANAGAN: To what time?

17 MR. LEEN: We need a specific time.

18 CHAIRMAN AIZENSTAT: 15 minutes or --

19 MR. LEEN: So till 9:15, Mr. Chair?

20 CHAIRMAN AIZENSTAT: 9:15?

21 MR. BELLO: Yes.

22 CHAIRMAN AIZENSTAT: Is there a second?

23 MR. GRABIEL: Second.

24 CHAIRMAN AIZENSTAT: First and second.
25 Take a vote, please.

1 MS. MENENDEZ: Anthony Bello?
 2 MS. ALBERRO MENENDEZ: You'd better talk
 3 fast.
 4 MS. MENENDEZ: Anthony Bello?
 5 MR. BELLO: Yes.
 6 MS. MENENDEZ: Jeff Flanagan?
 7 MR. FLANAGAN: Yes.
 8 MS. MENENDEZ: Julio Grabiell?
 9 MR. GRABIEL: Yes.
 10 MS. MENENDEZ: Maria Menendez?
 11 MS. ALBERRO MENENDEZ: Yes.
 12 MS. MENENDEZ: Alberto Perez?
 13 MR. PEREZ: Yes.
 14 MS. MENENDEZ: Marshall Bellin?
 15 MR. BELLIN: Yes.
 16 MS. MENENDEZ: Eibi Aizenstat?
 17 CHAIRMAN AIZENSTAT: Yes.
 18 Go ahead, please.
 19 MS. TREVARTHEN: I believe that Board
 20 Member Menendez was speaking when we --
 21 MS. ALBERRO MENENDEZ: No, my point is, I
 22 was going to make a mention -- You just read
 23 that out, but how does remote parking tie into
 24 that?
 25 MR. LEEN: Well, that's the parking in lieu

1 program.
 2 MS. TREVARTHEN: And my point is --
 3 MR. LEEN: It was asked, where did the
 4 money go.
 5 MS. TREVARTHEN: My point is that it
 6 doesn't tie into that. It's just, you're in a
 7 situation where you have a use that doesn't
 8 have sufficient parking, and the question was
 9 asked, what do you do, in a real, practical
 10 sense? Where do you go to find something? I
 11 understand your perspective, that that's not
 12 meaningful, that until you put limits on how
 13 that's spent, you don't buy that that's a
 14 meaningful option. But it's one of the only
 15 options that we were able to come up with in
 16 that -- what may never happen, you know, but it
 17 is the worst case scenario that we were asked
 18 to grapple with and bring you options for how
 19 to deal with that worst case scenario.
 20 MR. BELLO: Mr. Chairman -- Oh, I'm sorry.
 21 MS. ALBERRO MENENDEZ: Well, no, another
 22 option would be to look for another area, look
 23 for another parking space.
 24 MS. TREVARTHEN: That's already listed here
 25 as an option, as well.

1 MS. ALBERRO MENENDEZ: No, I know that, but
 2 you've mentioned the two options. The pay in
 3 lieu, I mean, that's something that my
 4 understanding is, Staff added it as an option,
 5 but it doesn't have to be here as an option.
 6 MS. TREVARTHEN: So you're saying that you
 7 would rather have only the two and not the
 8 three, which, as you correctly point out, there
 9 are three?
 10 MS. ALBERRO MENENDEZ: I'm sorry?
 11 MS. TREVARTHEN: You're saying you would
 12 want payment in lieu removed as an option at
 13 that point, and you would only want the options
 14 to be adjusting the extent of the use or
 15 finding another location for remote parking,
 16 which are the other two.
 17 MS. ALBERRO MENENDEZ: Because that, to me,
 18 addresses more of the parking --
 19 MS. TREVARTHEN: It's a tighter nexus. I
 20 understand that.
 21 MS. ALBERRO MENENDEZ: Yeah.
 22 MR. FLANAGAN: But -- I'm sorry, Tony.
 23 Since the City has, in its Code of Ordinances,
 24 a payment in lieu program, even if it's not
 25 here, somebody could take advantage of it and

1 pay in.
 2 MS. TREVARTHEN: But we wouldn't be
 3 directing them to do that as a way to comply
 4 with the failure of their remote parking
 5 situation. That would be the effect of what
 6 Board Member Menendez is proposing.
 7 MR. FLANAGAN: Do we know how many spaces
 8 the college is short, at this point?
 9 MS. TREVARTHEN: Forty --
 10 MR. ADAIR: Two. Forty-two.
 11 MS. TREVARTHEN: Forty-two.
 12 MR. FLANAGAN: Forty-two So they could pay
 13 in. That would be a big check to write.
 14 MS. ALBERRO MENENDEZ: Let's see --
 15 CHAIRMAN AIZENSTAT: 42 times 42 --
 16 MR. LEEN: See, I think --
 17 MR. FLANAGAN: It pays to do your due
 18 diligence before you sign a lease.
 19 MR. LEEN: Mr. Chair, I haven't analyzed
 20 this issue, but I believe the payment in lieu
 21 program, as it's currently drafted, applies to
 22 new construction, addition, alteration or
 23 rehabilitation of property. So it may be
 24 useful to allow payment in lieu here, in this
 25 provision. It may give them an additional

1 option, even if -- I mean, what do you think?

2 MS. TREVARTHEN: I think it is applicable,
3 regardless. By listing it here, we're listing
4 it as a specific way to solve that worst case
5 scenario problem. If we don't list it, they
6 may still try to do it, but then it's not being
7 tied to actually being able to solve their
8 remote parking solution.

9 MR. LEEN: Well, and then it would be
10 governed by the Municipal Code provision. If
11 it applies to them, it applies. If it doesn't,
12 it doesn't.

13 MS. ALBERRO MENENDEZ: I understand. I'm
14 just making the point that it really doesn't
15 help.

16 CHAIRMAN AIZENSTAT: Tony?

17 MR. BELLO: Yeah, I think the idea of
18 outlining what it is that we would like to see
19 in it and sending Staff back to come back with
20 those points is something we should do.

21 MS. ALBERRO MENENDEZ: I agree with you. I
22 think one of the things I was looking at is, if
23 you have -- You know, we're pushing these
24 issues to the Commission, but in reality, we
25 all know that it's going to go to the

1 Commission. People aren't going to buy lots,
2 because property in the Gables is very
3 expensive for the purposes of parking. So, if
4 we know that that's the case, why not just deal
5 with it and allow the option of not having to
6 purchase it, but simply have it like through a
7 covenant, through something that has been
8 suggested, instead of pushing the ownership and
9 then providing a waiver that's only going to
10 push the items to the --

11 MR. WU: As I said earlier, Staff is open
12 to those suggestions. If you give us guidance,
13 we'll be glad to come back and modify the
14 ordinance accordingly.

15 MS. ALBERRO MENENDEZ: That's one that I
16 saw that was obvious.

17 MR. GRABIEL: If I may make a list and my
18 fellow Board Members may not agree. I believe
19 in economic Darwinism. Most developers know
20 what they're doing, and if not, the business
21 will fail. So they'll do it very smart if they
22 can. I would push for a thousand feet for
23 everybody. I would -- Outside of the CBD was
24 already done. I would allow it outside of the
25 City. I would provide a hundred percent

1 remote, and I would say when the space is being
2 leased, a building -- a tenant of a leased
3 building could lease parking, because as long
4 as it's tied into their lease, the time that
5 they have would do it, and I like the payment
6 in lieu, even though I understand that it may
7 not work to solve the specific problem, but at
8 least it will put money into the City coffers.

9 MR. BELLIN: But you said that the payment
10 in lieu is really for new construction.

11 MR. LEEN: Well, no, for a number of
12 things, alteration, rehabilitation, but just a
13 plain change in use, I think it would be
14 debatable. I think it depends on whether the
15 change in use fit into one of those categories,
16 and according to how it's written. We haven't
17 really interpreted it, because it hasn't come
18 up, so --

19 MR. GRABIEL: I doubt very much it would be
20 used for somebody who's just leasing space,
21 because nobody in their right mind would pay
22 \$42,000 per space when they're leasing space in
23 a building for five years, 10 years, you know.
24 It doesn't make any sense.

25 MR. BELLIN: Julio, what developers do, and

1 we've done it, is, if you're short on the
2 parking, you provide 10 parking lifts. You can
3 provide a certain percentage. If it's a
4 hundred cars you need, I think it's 25 percent
5 parking lifts. And they cost you \$12,000 a
6 pop, so a developer, if he's short -- usually
7 it's in apartment buildings where we're just
8 one car or two cars short -- they provide lifts
9 that nobody uses, nobody wants them, but it
10 just seems to me that that's how you get around
11 the issue. You provide lifts, or you provide
12 tandem parking.

13 MR. BELLO: Mr. Chairman?

14 CHAIRMAN AIZENSTAT: Yes, go ahead, Tony.

15 MR. BELLO: In addition to Julio's points,
16 I think we need to change the requirement of
17 unity of title. I think that's impractical,
18 and just by a covenant of the owner, it would
19 work.

20 MS. ALBERRO MENENDEZ: The only one that
21 I'm not convinced is the 1,000 for all, the
22 restaurant --

23 MR. BELLIN: Why not?

24 MS. ALBERRO MENENDEZ: The restaurant could
25 probably be handled through a valet, but the

1 retail?
 2 MR. BELLIN: But if he doesn't have it,
 3 anyway --
 4 MR. PEREZ: And in some cases, that doesn't
 5 relate to just retail or restaurant. In some
 6 cases the restaurant or retail want to have
 7 parking for their employees. I mean, maybe in
 8 that aspect, it won't be for their actual
 9 tenant -- or, sorry, their customer, et cetera.
 10 It could be for their employees.
 11 MS. ALBERRO MENENDEZ: But will they use
 12 it, Albert?
 13 MR. PEREZ: I don't know, but at least
 14 maybe give them the option. Some of these
 15 employees make minimum wage plus tips --
 16 MS. ALBERRO MENENDEZ: Yeah, all right.
 17 MR. PEREZ: -- and if they have to go in
 18 and pay half of their money, their salary, to
 19 rent a space from the City -- I just think
 20 giving some of these guys the option to maybe
 21 give their employees an option to park
 22 somewhere might -- you know, keeping it
 23 flexible in that aspect is where I'm coming
 24 from, in the event that one had it for their
 25 employees.

1 MS. ALBERRO MENENDEZ: Would you want to
 2 give it to them outright, or would you want it
 3 to go through a waiver process?
 4 MR. BELLIN: Maria, what happens is, for
 5 employees, you're talking about walking a
 6 thousand feet. In places like Valencia, you
 7 have people who work on Miracle Mile parking on
 8 Valencia, because that's where you can park
 9 without having to pay.
 10 MS. ALBERRO MENENDEZ: Right.
 11 MR. BELLIN: It's residential areas, so
 12 they park there, and the same thing on your
 13 street.
 14 MS. ALBERRO MENENDEZ: Right.
 15 MR. BELLIN: There are no meters there, so
 16 people park there, and they walk from there to
 17 Miracle Mile to go to work.
 18 MS. ALBERRO MENENDEZ: Right.
 19 MR. BELLIN: And that's pretty close to a
 20 thousand feet. So I'd say -- and I think that
 21 that option is reasonable. 500 feet, to me, is
 22 a little restrictive.
 23 MS. ALBERRO MENENDEZ: Okay.
 24 CHAIRMAN AIZENSTAT: Any other comments?
 25 MR. GRABIEL: Does anybody know what's the

1 distance between Ponce and Galiano, or Ponce
 2 and Salzedo?
 3 MR. BELLIN: Ponce and Galiano?
 4 MS. ALBERRO MENENDEZ: About two blocks.
 5 MR. GRABIEL: One block.
 6 MS. ALBERRO MENENDEZ: One block?
 7 MR. GRABIEL: From Ponce to Galiano.
 8 MS. ALBERRO MENENDEZ: 500 feet? 600 feet?
 9 MR. BELLIN: Probably. The end caps
 10 are 200, and I think -- maybe six, seven
 11 hundred feet.
 12 MR. GRABIEL: So, I mean, a thousand feet,
 13 it's not a big deal.
 14 MR. BELLIN: I agree with you, it's
 15 nothing.
 16 MR. GRABIEL: If you go eat in Miracle
 17 Mile, sometimes --
 18 MS. ALBERRO MENENDEZ: We don't live in
 19 California, you know. It's kind of hot here.
 20 MR. GRABIEL: You park at the beginning of
 21 Miracle Mile and you walk the whole Mile.
 22 MS. ALBERRO MENENDEZ: Okay.
 23 MR. GRABIEL: You can do it.
 24 MS. ALBERRO MENENDEZ: I can do it.
 25 CHAIRMAN AIZENSTAT: Is there any

1 motions --
 2 MS. ALBERRO MENENDEZ: Well, I think so.
 3 Julio --
 4 CHAIRMAN AIZENSTAT: -- to send this
 5 back or -- Julio?
 6 MS. ALBERRO MENENDEZ: Yeah, Julio had
 7 directed Staff, some --
 8 Do you want to repeat them through a motion
 9 or --
 10 MR. GRABIEL: Well --
 11 MR. BELLO: Can't we -- Mr. Chairman, can't
 12 we defer?
 13 MS. ALBERRO MENENDEZ: Yeah, that's what
 14 we're going to do.
 15 CHAIRMAN AIZENSTAT: Well --
 16 MR. LEEN: I would continue it.
 17 MR. BELLO: But without a --
 18 CHAIRMAN AIZENSTAT: You continue it.
 19 MS. ALBERRO MENENDEZ: We're going to
 20 continue it.
 21 CHAIRMAN AIZENSTAT: But is there a motion
 22 to continue it, with the comments that you
 23 would like to make?
 24 MR. BELLIN: Eibi -- and I addressed this
 25 the last time. I would like whatever the

1 comments are to be put on the public record,
 2 because apparently a whole bunch of these
 3 things that we spoke about weren't addressed at
 4 all.
 5 MS. ALBERRO MENENDEZ: You're right.
 6 CHAIRMAN AIZENSTAT: That's why we're going
 7 ahead.
 8 Susan, you're going to take some notes as
 9 to some of the comments that we have?
 10 MS. ALBERRO MENENDEZ: Well, actually, we
 11 have a court reporter here, who --
 12 MR. BELLIN: Okay, yeah, and --
 13 CHAIRMAN AIZENSTAT: So they end up on --
 14 MR. BELLIN: I think it ought to be on
 15 record so you can go back --
 16 MS. TREVARTHEN: Mr. Chair, I did take
 17 notes of what was said, and if you'd like, I
 18 can recap those for someone, okay?
 19 Allow lease, not ownership. A thousand
 20 feet for everything. Allow the parking to be
 21 outside of the City. Move the 50 percent cap
 22 up to a hundred percent cap for post 1964
 23 properties. Keep the reference to the payment
 24 in lieu, and don't require the unity, only
 25 require a covenant. That's what I captured.

1 MS. ALBERRO MENENDEZ: I don't think we --
 2 Did we mention the 1964 issue?
 3 MR. GRABIEL: No.
 4 MS. ALBERRO MENENDEZ: No.
 5 MR. WU: That was the hundred percent.
 6 MS. TREVARTHEN: Someone said a hundred
 7 percent.
 8 (Simultaneous comments)
 9 CHAIRMAN AIZENSTAT: A hundred percent, it
 10 just wasn't --
 11 MS. ALBERRO MENENDEZ: No, he didn't, but
 12 he referred it to like the restaurant. I
 13 interpret that as the restaurant/retail plus
 14 anything else.
 15 MR. GRABIEL: Yeah.
 16 MS. ALBERRO MENENDEZ: But the 1964 issue,
 17 is that something that --
 18 MR. GRABIEL: I don't think it's important.
 19 MR. BELLIN: Eibi, we asked for this last
 20 time, and it didn't happen, and you can see
 21 what happened. All of a sudden, these things
 22 are ignored, and I would like somebody to make
 23 a motion with respect to whatever we'd like to
 24 see done.
 25 CHAIRMAN AIZENSTAT: Well, that's what

1 we're trying to get down right now, with
 2 Julio's motion.
 3 MR. BELLIN: Make the motion, go through
 4 all the items --
 5 MR. GRABIEL: So the motion is for
 6 continuance?
 7 CHAIRMAN AIZENSTAT: To continue it with
 8 the following recommendations.
 9 MR. GRABIEL: The following
 10 recommendations: 1,000 feet for all possible
 11 uses. Allow it to be outside of the CBD and to
 12 be outside of the City. You could have a
 13 hundred percent of the parking remote.
 14 MS. TREVARTHEN: For all applicants?
 15 MR. GRABIEL: All applicants. Leased space
 16 in a building, allow for leased parking.
 17 Payment in lieu remains, and the unity of title
 18 is eliminated.
 19 MR. FLANAGAN: Did we add that it could be
 20 City-wide rather than just in the CBD?
 21 MR. GRABIEL: City-wide.
 22 MR. BELLIN: I'd like to add one, as well,
 23 to take a look at what happens with respect to
 24 the thousand feet.
 25 MR. PEREZ: From property line to property

1 line?
 2 MR. BELLIN: Yeah. I think some people
 3 lose a good portion of their thousand-foot
 4 radius.
 5 MS. ALBERRO MENENDEZ: I'd like to see that
 6 illustrated.
 7 MS. TREVARTHEN: I'm not sure I follow.
 8 Perhaps off line we could meet with --
 9 MR. FLANAGAN: Especially if we say it
 10 could be out. If we're agreeing that it could
 11 be outside, then it's not --
 12 MR. BELLIN: If somebody is on Miracle Mile
 13 and you have a thousand-foot radius from that
 14 point --
 15 MR. FLANAGAN: Right.
 16 MR. BELLIN: -- he can only go -- Because
 17 he's in the middle, and let's say 300 feet of
 18 that radius is already in the CBD, so his --
 19 his population of where he can pull from is
 20 only 700 feet beyond that.
 21 CHAIRMAN AIZENSTAT: Marshall, maybe you
 22 can get together with Charles --
 23 MR. BELLIN: Okay.
 24 CHAIRMAN AIZENSTAT: -- and at the next
 25 meeting you can do an illustration of what he's

1 referring to, just so you guys are on the same
 2 page, if that's okay.
 3 MR. BELLIN: Uh-huh.
 4 CHAIRMAN AIZENSTAT: Anything else in your
 5 motion?
 6 MR. GRABIEL: No, I'm fine.
 7 CHAIRMAN AIZENSTAT: Is there a second?
 8 MR. BELLO: Second.
 9 CHAIRMAN AIZENSTAT: We have a first,
 10 second. Any discussion? No?
 11 Call the roll, please.
 12 MS. MENENDEZ: Jeff Flanagan?
 13 MR. FLANAGAN: Yes.
 14 MS. MENENDEZ: Julio Grabiell?
 15 MR. GRABIEL: Yes.
 16 MS. MENENDEZ: Maria Menendez?
 17 MS. ALBERRO MENENDEZ: Yes.
 18 MS. MENENDEZ: Alberto Perez?
 19 MR. PEREZ: Yes.
 20 MS. MENENDEZ: Marshall Bellin?
 21 MR. BELLIN: Yes.
 22 MS. MENENDEZ: Anthony Bello?
 23 MR. BELLO: Yes.
 24 MS. MENENDEZ: Eibi Aizenstat?
 25 CHAIRMAN AIZENSTAT: Yes.

1 Our next meeting is what date?
 2 MS. MENENDEZ: May 14th.
 3 CHAIRMAN AIZENSTAT: I'm sorry?
 4 MS. MENENDEZ: May 14th.
 5 CHAIRMAN AIZENSTAT: Thank you very much.
 6 Have a good night. Thank you for coming.
 7 (Thereupon, the meeting was adjourned at
 8 9:13 p.m.)
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1 CERTIFICATE
 2
 3 STATE OF FLORIDA:
 4 SS.
 5 COUNTY OF MIAMI-DADE:
 6
 7 I, JOAN L. BAILEY, Registered Diplomate
 8 Reporter, Florida Professional Reporter, and a Notary
 9 Public for the State of Florida at Large, do hereby
 10 certify that I was authorized to and did
 11 stenographically report the foregoing proceedings and
 12 that the transcript is a true and complete record of my
 13 stenographic notes.
 14 I further certify that all public speakers were
 15 duly sworn by me.
 16 DATED this 17th day of April, 2014.
 17
 18
 19 SIGNED COPY ON FILE
 20
 21 _____
 22 JOAN L. BAILEY, RDR, FPR
 23
 24 Notary Commission Number EE 083192.
 25 My Notary Commission expires 6/14/15.

Carlson, Walter

Subject: FW: Agenda Item 11 for tonight's Planning and Zoning Board (Proposed Code amendments dealing with remote parking)
Attachments: 5628191_2.DOCX

From: Adair, Perry [<mailto:PAair@bplegal.com>]
Sent: Wednesday, April 09, 2014 12:29 PM
To: Trias, Ramon
Cc: Leen, Craig
Subject: Agenda Item 11 for tonight's Planning and Zoning Board (Proposed Code amendments dealing with remote parking)

Ramon

Would you please arrange for the below email and attached document to be provided to the Board members prior to tonight's meeting.

Thank you

=====

Dear Board Members:

As you may recall from my last appearance before you, my firm represents Dade Medical College. Our client would be directly impacted by a matter coming before you tonight.

Tonight, you will be considering the second version of proposed amendments to the City Code concerning remote parking. Respectfully, we feel that this second version is just as unacceptable as the first version. We have so advised the City Attorney, Susan Trevarthen- the City's outside counsel (who we believe drafted the proposed amendments) and Jane Tompkins.

Attached is a red line of the version you will be considering tonight. The red lining reflects the minimum changes we feel are required for the amendments to receive any serious consideration.

I look forward to seeing you this evening.

Regards

Perry M. Adair

Office Managing Shareholder
Board Certified in Construction Law

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CITY OF CORAL GABLES, FLORIDA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COMMISSION OF CORAL GABLES, FLORIDA PROVIDING FOR TEXT AMENDMENTS TO THE CITY OF CORAL GABLES OFFICIAL ZONING CODE: AMENDING ARTICLE 5, "DEVELOPMENT STANDARDS", SECTION 5-1408, "COMMON DRIVEWAYS AND REMOTE OFF-STREET PARKING", BY PROVIDING REGULATIONS, RESTRICTIONS AND PROCEDURES FOR THE USE OF REMOTE PARKING IN AND NEAR THE CENTRAL BUSINESS DISTRICT ("CBD"); AMENDING THE REFERENCE TO REMOTE PARKING IN ARTICLE 5, "DEVELOPMENT STANDARDS", SECTION 5-1409, "AMOUNT OF REQUIRED PARKING" TO MATCH THE CHANGES TO SECTION 5-1408; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, City Staff is requesting a Zoning Code text amendment to provide detailed regulations, standards and procedures for the use of remote parking; and

WHEREAS, remote parking is presently permitted when the parking is located within 500 feet of the primary use in the CBD ~~with few restrictions and little guidance~~; and

WHEREAS, remote parking provides additional redevelopment opportunities and tools that advance the public welfare if regulated and secured in a manner which ensures that the City can cause the use generating the need for or serviced by the remote parking to be terminated or altered preservation and continued maintenance of if the remote parking becomes unavailable parking over time; and

WHEREAS, after notice being duly published, a public hearing was held before the Planning and Zoning Board on _____, 2014, at which hearing all interested persons were afforded the opportunity to be heard; and,

WHEREAS, at the _____, 2014 Planning and Zoning Board meeting, the Board recommended (approval/denial) (vote: ___ - ___) of the text amendment; and,

WHEREAS, after notice duly published, a public hearing for First Reading was held before the City Commission on _____, 2014 at which hearing all interested parties were afforded the opportunity to be heard; and

WHEREAS, the City Commission was presented with a text amendment to the Zoning Code, and after due consideration and discussion, (approved/denied) the amendment on First Reading (vote: -).

NOW THEREFORE, BE IT ORDAINED BY THE COMMISSION OF THE CITY OF CORAL GABLES, FLORIDA:

SECTION 1. The foregoing “WHEREAS” clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

SECTION 2. The Official Zoning Code of the City of Coral Gables is hereby amended as follows (changes in ~~strike-through~~ / underline format):

Section 5-1408. Common driveways and remote off-street parking.

- A. *Common driveways.* Adjacent properties are permitted to share a common driveway, provided:
1. The property owner(s) submit an appropriate restrictive covenant or access easement in recordable form acceptable to the City Attorney; and
 2. The restrictive covenant or access easement provides for the continued existence of the shared driveway until such time as the City Manager releases the obligation of the restrictive covenant or access easement.

- B. *Remote off-street parking.* Remote off-street parking is permitted, provided:
1. ~~The perimeter of the remote off-street parking facilities is located within five hundred (500) feet of the perimeter of the building site;~~
 2. ~~The remote parking facilities are not located in a single-family zoning district;~~
 3. ~~The property owner(s) submit an appropriate restrictive covenant or parking easement in recordable form acceptable to the City Attorney; and~~
 4. ~~The restrictive covenant or parking easement provides for the continued use of the remote parking until such time as the City Manager releases the obligation of the restrictive covenant or parking easement.~~

B. Remote off-street parking within 1,000 feet. As an alternative to, or in conjunction with providing required parking onsite or through payment in-lieu of providing required parking pursuant to City Code Section 74-201(d), an applicant may apply to use remote off-street parking to meet the off-street parking requirements of the Zoning Code for an expansion, alteration or change in use of an existing project. The ability to use remote parking ~~constitutes exceptional relief, which may shall~~ be granted in the reasonable discretion of the City and ~~only in compliance~~ in accordance with the terms of this subsection. The Development Services Director shall approve an application to provide remote off-street parking that is located in the City within one thousand (1,000) feet of the site of the applicant’s proposed project, upon finding that all of the requirements of this subsection have been satisfied.

1. Definition. For purposes of this subsection, the “applicant” is defined as the owner(s) of the land on which the uses(s) seeking to utilize remote parking is located.
2. Applicability.

a. *Location.* Applications for remote parking shall only be accepted in association with a proposal to expand, alter or change the use of, an existing project located in the CBD or within one thousand (1,000) feet of the CBD. The remote parking spaces ~~must be located in the City, and~~ may be located outside of the CBD.

b. *Infeasibility, Impracticality or Undesireability of providing required parking onsite.* ~~It is not necessary that it be impossible for the applicant to provide its required parking onsite in order to be granted permission to utilize remote parking section. Applications may be approved only if the applicant determines that physical layout of the project or structure within which the use that will use the remote parking posal cannot reasonably be altered to provide the Zoning Code-required parking onsite as part of the proposed expansion, alteration or change of use or for some other reason it is infeasible, impractical or undesirable to do so. , as determined in the reasonable discretion of the Director of Development Services, cannot reasonably be altered to provide the Zoning Code-required parking onsite as part of the proposed expansion or change of use.~~

c. *Applicability not a basis for later enforcement.* Notwithstanding anything to the contrary herein, the initial determination of applicability under this subsection B.2. is final, and the City may not later determine that an approved remote parking arrangement is out of compliance based on applicability requirements of this subsection B.2.

3. Maximum distance and measurement.

a. *Retail and restaurant uses.* For applications to use remote parking for retail or restaurant uses, the remote parking spaces must be located within five hundred (500) feet of the project site containing the retail or restaurant use.

b. *All other uses.* ~~The~~ For applications to use remote parking for all other uses the remote parking spaces must be located within one thousand (1,000) feet of the applicant's project site.

c. *Measurement.* The distance shall be measured using airline measurement from the property line of the project site to the property line of the off-street parking facility(ies) containing the remote parking spaces.

4. *Zoning of remote parking facility.* ~~The r~~ If located within the City, remote parking facility(ies) must not be located in a single-family zoning district.

5. Maximum remote parking.

a. *Projects after March 11, 1964.* Remote parking spaces may comprise up to ~~fifty one~~ **hundred** (~~5~~ 100%) percent of the required parking spaces, as provided in Section 5-1409.E.3. of the Zoning Code, for projects constructed after March 11, 1964.

b. *Projects prior to March 11, 1964.* For projects constructed on or prior to March 11, 1964, the applicant may request to use remote parking spaces for up to one hundred (100%) percent of the Code-required off-street parking.

6. *Application.* The applicant shall file an application in the form specified by the City, including all of the following at a minimum:

a. a survey showing the exact location, traffic flow and current physical layout of the proposed remote parking spaces;

b. documentation demonstrating and certifying that the remote parking spaces are:

i. ~~are either~~ owned by the applicant ~~or have been secured for the applicants use via a lease, license , covenant or other arrangement~~, and

ii. in excess of those parking spaces required to serve any onsite development. ~~If the remote parking facility is located within the City, ¶ the number of required parking spaces shall be measured based on the square footage and parking demand of each approved onsite use, assuming 100% occupancy. If the remote parking facility is located outside of the City, the number of required parking spaces; if any, necessary to serve uses onsite at that facility shall be determined in accordance with the laws of the jurisdiction where the facility is located.~~

c. copies of the approved plans for the remote parking spaces, as they may have been amended to date;

d. sworn affidavits from the applicant establishing that no leases, approved plans, or other commitments exist or will be entered into for the life of the remote parking approval that would interfere with the proposed use of the remote parking spaces for remote parking; and

e. the application fee in the amount of \$2,000, as may be amended by resolution.

7. *Unity of title; covenants.* The application shall also be accompanied by a ~~n appropriate unity of title (or if the spaces are not owned by fee simple title, then a covenant in lieu of unity of title and declaration of restrictions)~~ executed by the owner of ~~for~~ the remote parking spaces, in recordable form acceptable to the City Attorney and Director of Development Services, including at least all of the following:

a. that the ~~applicant owner of the spaces (and owner's successors)~~ assures the continued ownership of the remote parking spaces until (i) such time as the City Manager or designee releases the obligation (ii) ~~the applicant no longer requires the use of the spaces~~ or (iii) ~~the applicant's right to use the spaces has been terminated in accordance with any agreement between applicant and the owner of the spaces- provided that the owner of the spaces must provide the City with thirty (30) days advance notice of the effective date of the termination;~~

b. that, if the applicant plans to relocate the remote parking spaces to another location that meets the requirements of this subsection, it shall submit an application to amend the remote parking approval promptly. Such amendment shall be subject to the same application requirements, procedure and fee as a new application, and shall be implemented in a manner that assures the continuous availability of the remote parking;

c. that the applicant shall report any unplanned changes in the facts related to the application or approved remote parking arrangement to the Director of Development Services within ~~five (5) 2~~ business days of the occurrence of the change, and shall submit a remedial plan consistent with the requirements of subsection 8. below, together with the review fee, within ~~ten (10)~~ business days of the occurrence of the change. The Development Services Director shall have the sole ~~but reasonable~~ discretion to approve

the remedial plan and set the timing of implementation, and may extend the above deadlines if good cause is shown;

- d. that the owner applicant authorizes the City (i) upon written request provided not less than five (5) business days in advance and (b) not more than twice in any twelve (12) month period , to enter the premises of the facility(ies) housing the remote parking spaces during normal business hours at-will for the sole purpose of verifying that the remote parking spaces remain available for the applicant's use to inspect the continuing adequacy of the parking arrangements;
- e. that the applicant shall annually; at the time of renewal of the certificate of use for the applicant's property(ies) utilizing remote parking; submit renewed documentation and affidavits under subsections B.6.b. and B.6.d. above, at the time of renewal of the certificate(s) of use for the applicant's property(ies) confirming that the matters attested to in connection with the applicant's use of remote parking for the period immediately preceding the renewal of the certificate remain accurate;
- f. that the applicant recognizes and accepts that remote parking is a revocable privilege, not a right, and any failure to meet the requirements of this subsection (or the requirements of the related agreements, covenants or conditions) that is not cured as provided herein will immediately subject the applicant to the original and full parking requirements of the Zoning Code; and
- g. that the applicant, in exchange for this privilege, acknowledges that he or she may appeal any determinations made by the Development Services Director under this subsection through the process set forth in Article 3, Division 6 of the Zoning Code, but thereafter may pursue a judicial otherwise waives any right to appeal or challenge any final action of the City and its officials under this subsection only if such action was arbitrary, capricious, unlawful or not substantially related to a legitimate health, safety or welfare concern..

8. Remedial plan. The submittal of a remedial plan, whether required pursuant to subsection B.7. above or subsection B.9. below, shall be accompanied by a review fee which shall be the same as the application fee. The remedial plan shall provide that the parking requirements for the remaining uses and square footages are fully met, utilizing any combination of alternatives permitted by the City Code and Zoning Code; including remote parking, in effect at the time, as the Development Services Director finds to be in accordance with those Codes appropriate. The remedial plan may include any or all of the following options, and shall be implemented according to the timing and schedule established in the individual remedial plan:

- a. provide a payment in lieu of required parking in accordance with Section 74-201(d) of the Code of Ordinances, or
- b. modify the use of the applicant's property(ies) so that the remote parking spaces are no longer required to be provided to meet the Code parking standards (for example, by reducing the square footage of uses, or changing one or more uses to a use(s) with a lower parking requirement), or
- c. secure alternate remote parking spaces or provide additional onsite parking meeting all of the requirements of this subsection, including execution of any required agreements and affidavits.

9. *Renewal.* The applicant shall, prior to the annual renewal of the certificate(s) of use for the applicant's property(ies) utilizing remote parking, submit renewed documentation and affidavit s under subsections B.6.b. and B.6.d. above confirming that the matters attested to in connection with the applicant's use of parking as originally approved or as provided in an approved Remedial Plan, for the period immediately preceding the renewal of the certificate remain accurate. The affidavit which shall be reviewed by the Development Services Director. The certificate(s) of use shall not be issued unless the affidavit demonstrates all the requirements upon which the remote parking was approved of this subsection B. continue to be met for the remote parking arrangement.

10. *Noncompliance.* If the Development Services Director discovers at any time, including during a renewal review, that the applicable requirements of this subsection upon which an applicant's remote parking was approved are not met in any material way or that the remote parking is not maintained continually as described in the application and provided in the recorded covenant, he or she shall notify the applicant and require the applicant either to (i) demonstrate that the violation non-compliance has been cured or did not exist, or (ii) provide a remedial plan meeting the requirements of subsection B.8. above, together with the review fee. The applicant's response shall be reviewed and approved in the sole but reasonable discretion of the Development Services Director. The Development Services Director shall set the deadline for the applicant to develop and submit the remedial plan and may extend it if good cause is shown.

Also, if the Development Services Director determines that the applicant has failed to meet any of the following four requirements, the Director shall deem the applicant's remote parking approval void, and the applicant shall not again seek to use remote parking until six months have elapsed from the date that the approval is deemed void:

- a. the requirement to notify the City of changes pursuant to 7.c. above within the required time frame;
- b. the requirement to submit a remedial plan by any deadline set or extended by the Development Services Director;
- c. the requirement to implement the remedial plan according to the implementation schedule approved or extended by the Development Services Director; or
- d. the requirement to materially comply in any other regard with all of the any applicable requirements of this subsection, including failure to comply with the recorded covenants as required herein.

11. *City Commission waiver.*

a. *Standard for waivers.* The City Commission may approve a waiver pursuant to this subsection 11. upon finding that the waiver will not (A) harm the public interest or (B) create parking problems in the area surrounding the applicant's project site.

b. *Requirements that may be waived.* If the Director of Development Services reviews and rejects a remote parking application on the basis of any of the following requirements, then an applicant may request that the City Commission review its application for remote parking and, following a public hearing, approve a waiver of one or more of any of the se requirements applicable to an application for remote parking. :

~~i. the 1,000-foot maximum distance between the remote parking spaces and the applicant's project;~~

~~ii. the 500-foot maximum distance between the remote parking spaces and an applicant's project containing retail or restaurant uses;~~

~~iii. the 50% cap on the use of remote parking spaces for projects constructed after March 11, 1964;~~

~~iv. the requirement that the applicant must own the remote parking spaces, if the following findings are also made:~~

~~A. The applicant submits a lease for the remote parking spaces with a term of 5 years, or a lease as long as the lease of the use being served by the remote parking, whichever is shorter, and~~

~~B. Documentation of the remote parking lease arrangement is acceptable to the City Attorney and Development Services Director, and is recorded in the public records of Miami-Dade County against both the applicant's project site and the property housing the remote parking spaces, and~~

~~C. The lease for the remote parking spaces can be terminated on no less than 180 days advance notice, which shall be provided to both the Development Services Director and the parties; and~~

~~v. if ownership of the remote spaces is waived, the waiver requirement that the lease term be the lesser of five years or the length of the lease of the use being served by the remote parking can also be waived by the City Commission, as long as the lease for the remote parking spaces has a term of at least one year.~~

~~c. *Effect of waiver.* All of the remaining requirements of section 5-1408.B., that have not been waived by the City Commission, must be satisfied.~~

5-1409. Amount of required parking.

* * *

E. Calculation of compliance with parking requirement.

* * *

~~3. *Remote parking spaces.* In the CBD District, Remote parking spaces may only comprise up to fifty (50%) percent of the required parking spaces for projects constructed after March 11, 1964, and shall otherwise be in compliance with Section 5-1408.B. for residential uses.~~

* * *

SECTION 3. All ordinances or parts of ordinances that are inconsistent or in conflict with the provisions of this Ordinance are repealed.

SECTION 4. If any section, part of section, paragraph, clause, phrase or word of this Ordinance is declared invalid, the remaining provisions of this Ordinance shall not be affected.

SECTION 5. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of Ordinance No. 2007-01 as amended and known as the “Zoning Code” of the City of Coral Gables, Florida, which provisions may be renumbered or re-lettered and that the word ordinance be changed to “section”, “article”, or other appropriate word to accomplish such intention.

SECTION 6. If the Official Zoning Code of the City of Coral Gables Table of Contents or other reference portions is affected by these provisions, then changes are approved as a part of this Ordinance.

SECTION 7. This ordinance shall become effective _____, 2014.

PASSED AND ADOPTED THIS _____ DAY OF _____, A.D. 2014.

APPROVED:

JIM CASON
MAYOR

ATTEST:

WALTER FOEMAN
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CRAIG E. LEEN
CITY ATTORNEY

ACTIVE: 5628191_2
DRAFT