



To: Charles Wu

From: Craig E. Leen, City Attorney for the City of Coral Gables

A handwritten signature in black ink, appearing to be "CL", is written over the name "Craig E. Leen" in the "From:" line.

RE: Legal Opinion Regarding UM Impact Fees

Date: January 6, 2014

It is my opinion and interpretation of section 2-2106(c), that my office can approve this procedure for monitoring and enforcing demolition credits, as well as any documents that need to be recorded, based in the wording of the provision ("as approved by the office of the city attorney"). Here, based on the facts provided, I agree with your analysis in the email below that it would be more efficient to maintain the information for UM in a spreadsheet that is monitored and updated, but is not recorded (as a new spreadsheet would have to be recorded each time it changes). As the City can easily monitor the credits, and as both the City and UM will be on notice of the spreadsheet, the typical need for a restrictive covenant is not present. Accordingly, this procedure is appropriate under these specific circumstances, and is approved. I would like to receive something in writing from UM indicating that they agree to this procedure.

Hernandez, Cristina

From: Leen, Craig
Sent: Monday, January 06, 2014 2:45 PM
To: Hernandez, Cristina
Cc: Thornton, Bridgette; Figueroa, Yaneris
Subject: FW: UM Impact Fees

Importance: High

Please place in opinion folder.

Craig E. Leen
City Attorney

From: Leen, Craig
Sent: Monday, January 06, 2014 2:45 PM
To: Wu, Charles
Cc: Tompkins, Jane
Subject: RE: UM Impact Fees
Importance: High

Good afternoon, Charles. It is my opinion and interpretation of section 2-2106(c), that my office can approve this procedure for monitoring and enforcing demolition credits, as well as any documents that need to be recorded, based on the wording of the provision ("as approved by the office of the city attorney"). Here, based on the facts provided, I agree with your analysis in the email below that it would be more efficient to maintain the information for UM in a spreadsheet that is monitored and updated, but is not recorded (as a new spreadsheet would have to be recorded each time it changes). As the City can easily monitor the credits, and as both the City and UM will be on notice of the spreadsheet, the typical need for a restrictive covenant is not present. Accordingly, this procedure is appropriate under these specific circumstances, and is approved. I would like to receive something in writing from UM indicating that they agree to this procedure.

Craig E. Leen
City Attorney

From: Wu, Charles
Sent: Monday, January 06, 2014 1:20 PM
To: Leen, Craig
Subject: RE: UM Impact Fees

Hi Craig.

Alicia of UM and I had a very productive meeting this morning to reconcile our data with respect to the various square footage for the buildings in the UM campus. Once we have finalized our data and reach agreement on the amount of credit available to UM within a couple of weeks, we would like to know if our suggestion of an agreeable spreadsheet and frequent monitoring of the data would meet the intent of the code requirement below. They also agree with staff that the recordation of covenant is not something they would entertain.

Thanks and happy new year.

charles

From: Leen, Craig
Sent: Tuesday, December 31, 2013 5:08 PM
To: Wu, Charles
Cc: Tompkins, Jane
Subject: RE: UM Impact Fees

Charles,

Thank you for your email. I think you make a very good point, and believe the spreadsheet is an excellent idea. Let's meet in the new year to determine how best to proceed.

Best regards,
Craig

Craig E. Leen
City Attorney

From: Wu, Charles
Sent: Tuesday, December 31, 2013 2:27 PM
To: Leen, Craig
Cc: Tompkins, Jane
Subject: UM Impact Fees

Happy New Year Craig.

Jane tasked me to resolve the outstanding impact fees that may be due to UM as a result of various demolitions done in the past. The city code states the following:

Sec. 2-2106(c): Upon a request by the applicant for new development in an approved planned area development or on the UM campus and *recording of appropriate documents, as approved by the office of the city attorney, in the official records of Miami-Dade County*, the city shall determine the net increase in demand for public facilities by considering structures demolished on land within the approved planned area development or the UM campus and shall not be restricted to the same lot or parcel. The applicant shall, at applicant's expense, record on all affected lots or parcels notice of the allocation of demolition credits which allocation shall be approved in writing by all affected property owners. The city shall track the use and allocation of such demolition credits based upon the allocation described in the recorded documents. (Emphasis supplied.)

I understand that Ms. Susan Schoettle-Gumm was hired to provide some technical analysis to assist the City on this matter in 2012, which resulted in her recommendation to record a restrictive covenant for each parcel where demolition occurred to document the level of impact being removed from the system, thus creating the system of impact fee credit. Jane suggest and I concur whether the recording of a covenant is the best approach to address this issue. We are asking in light of this code provision, whether we are now bound by the recording of the restrictive covenant as suggested in 2012. My suggestion is to have a detailed spreadsheet on the current existing square footage, taking into account the demolished structures and the new structures since built. The result of the spreadsheet is to conclude what impact fee credits that would be available for future new construction on the campus. We were hoping to not have to do such recordation of the covenant.

If a covenant is required per the code provision, does it need approval by the city commission? The one drafted as a template by Ms. Schoettle-Gumm has the City Manager signing it, not the Mayor.

Thank you in advance for your feedback.

Charles

