

CITY OF CORAL GABLES
PLANNING & ZONING MEETING

January 9, 2019
405 Biltmore Way
Coral Gables, Florida 33134

Planning & Zoning Board
Chairperson Eibi Aizenstat
Board Member Rhonda A. Anderson
Board Member Robert Behar
Board Member Julio Grabiell
Board Member Alex Mantecon
Board Member Maria Velez

- 1 PARTICIPANTS:
- 2 Chairperson Eibi Aizenstat
- 3 Board Member Rhonda A. Anderson
- 4 Board Member Robert Behar
- 5 Board Member Julio Grabiell
- 6 Board Member Alex Mantecon
- 7 Board Member Maria Velez
- 8 Craig Collier, Special Counsel
- 9 Ramon Trias, Planning & Zoning Director

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1 MR. AIZENSTAT: Okay. Let's get started. As
2 I was reminded, it's 6:05.

3 Good evening. I'd like to call the meeting to
4 order. At this time I'd like to ask everybody to
5 please turn off their phones, put their phones on
6 silent, and any other devices that make noise.

7 This board is comprised of seven members, four
8 members of the board shall constitute a quorum and
9 the affirmative vote of four members shall be
10 necessary for the adoption of any motion.

11 If only four members of the board are present
12 an applicant may request and be entitled to a
13 continuance to the next regularly scheduled meeting
14 of the board. If a matter is continued due to a
15 lack of quorum the chairperson or secretary of the
16 board may set a special meeting to consider such
17 matter.

18 In the event that four votes are not obtained,
19 an applicant may request a continuance or allow the
20 application to proceed to the city admission
21 without a recommendation.

22 Any person who acts as a lobbyist pursuant to
23 City of Coral Gables Ordinance No. 2006-11 must
24 register with the city clerk prior to engaging in
25 lobbying activities or presentations before city

1 staff, boards, committees and/or city commission.

2 A copy of the ordinance is available in the
3 office of the city clerk. Failure to register and
4 provide proof of registration shall prohibit your
5 ability to present to the board.

6 As chair, I now officially call the City of
7 Coral Gables Planning & Zoning Board of January
8 9th, 2019 to order. The time is 6:04.

9 Jill, will you call the role, please.

10 THE CLERK: Rhonda Anderson?

11 MS. ANDERSON: Here.

12 THE CLERK: Robert Behar?

13 MR. BEHAR: Here.

14 THE CLERK: Julio Grabiell?

15 MR. GRABIEL: Here.

16 THE CLERK: Alex Mantecon?

17 MR. MANTECON: Here.

18 THE CLERK: Maria Menendez?

19 Maria Velez?

20 MS. VELEZ: Here.

21 THE CLERK: Eibi Aizenstat?

22 MR. AIZENSTAT: Here.

23 Please be advised that this board is a
24 quasi-judicial board, and the items on the agenda
25 are quasi judicial in nature which requires board

1 members to disclose an -- all ex parte
2 communications and site visits.

3 An ex parte communication is defined as any
4 contract, communication, conversation,
5 correspondence, memorandum or other written or
6 verbal communication that takes place outside a
7 public hearing between a member of the public and a
8 member of the quasi-judicial board regarding
9 matters to be heard by the board.

10 If anyone made any contact with a board member
11 regarding an issue before the board, the board
12 member must state on the record the existence of
13 the ex parte communication and the party who
14 originated the communication.

15 Also, if a board member conducted a site visit
16 specifically related to the case before the board,
17 the board member must also disclose such visit. In
18 either case the board member must state on the
19 record whether the ex parte communication and/or
20 site visit will affect the board member's ability
21 to impartially consider the evidence to be
22 presented regarding this matter.

23 The board member should also state that his or
24 her decision will be based on substantial,
25 competent evidence and testimony presented on the

1 record today.

2 Does any board member have such communication
3 or site visit to disclose?

4 (ALL): No.

5 MR. AIZENSTAT: Having none, if anybody that
6 will be speaking tonight, if they could please
7 stand up to be sworn in with the exception of
8 attorneys. Thank you.

9 THE COURT REPORTER: Please raise your right
10 hand.

11 Do you swear to tell the truth, the whole
12 truth and nothing but the truth?

13 (ALL): Yes.

14 MR. AIZENSTAT: Thank you.

15 First I'd like to start with the approval of
16 the minutes. Has everybody had a chance to look at
17 the approval of the minutes, or look at the
18 minutes?

19 MS. ANDERSON: I have, yes.

20 MR. AIZENSTAT: Anybody like to make a motion?

21 MR. GRABIEL: I would like to move, accept.

22 MS. ANDERSON: On page 58 I have a one word
23 correction.

24 MR. AIZENSTAT: Page 58.

25 MS. ANDERSON: 58, line 4. The word "stuff"

1 should be "freebie."

2 MR. AIZENSTAT: Bear with me one second. Page
3 58, line Item 4?

4 MS. ANDERSON: Line Item 4, the word "stuff"
5 should have been "freebie."

6 MR. AIZENSTAT: Say that again. I can't hear.

7 MS. ANDERSON: Freebie, like the freebie
8 service.

9 MR. AIZENSTAT: I think the microphone's off.
10 Maybe on the back.

11 MR. COLLER: Take this one.

12 MS. ANDERSON: I think its battery is dead.

13 MR. AIZENSTAT: Okay. Robert went ahead and
14 gave you his.

15 MS. ANDERSON: The word "stuff" should be
16 "freebie" on line 4, page 58.

17 MR. AIZENSTAT: Okay. Any other comments?

18 We have a motion. Is there a second with that
19 correction?

20 MS. VELEZ: Second.

21 MR. AIZENSTAT: Maria, second. Any other
22 discussion?

23 MS. ANDERSON: No.

24 MR. AIZENSTAT: No. Having heard that, call
25 the role, please.

1 THE CLERK: Robert Behar?

2 MR. BEHAR: Yes.

3 THE CLERK: Julio Grabiell?

4 MR. GRABIEL: Yes.

5 THE CLERK: Alex Mantecon?

6 MR. MANTECON: Yes.

7 THE CLERK: Maria Velez?

8 MS. VELEZ: Yes.

9 THE CLERK: Rhonda Anderson?

10 MS. ANDERSON: Yes.

11 THE CLERK: Eibi Aizenstat?

12 MR. AIZENSTAT: Yes.

13 At this time what I'd like to do is I'd like
14 to take the meeting out of order. I'd like to
15 defer Item E-1 till the end, the reason being I was
16 advised by the city attorney that I have a possible
17 conflict with it due to the proximity of where I
18 live, and as a result I will excuse myself because
19 I will listen to the city attorney. So I'd like to
20 move this to the last item on the agenda if the
21 board is okay with that.

22 MS. VELEZ: Yes.

23 MR. AIZENSTAT: Everybody okay?

24 MS. ANDERSON: No problem.

25 MR. BEHAR: No problem.

1 MR. AIZENSTAT: Let's do that.
 2 The first item that we're going to listen to
 3 is Item E-2.
 4 Mr. City Attorney, if you would please read it
 5 into the record.
 6 MR. COLLIER: Item E-2, an Ordinance of the
 7 City Commission of Coral Gables, Florida providing
 8 for text amendments to the City of Coral Gables
 9 Official Zoning Code amending Article 3,
 10 Development Review, Division 3, Uniform Notice and
 11 Procedures for Public Hearing, Section 3-302,
 12 Notice, Division 5, Planned Area Development,
 13 Section 3-506, Application and Review Procedures
 14 for approval of plans, Division 6, Appeals, Section
 15 3-606, Procedure for appeals, Division 7,
 16 Moratorium, Section 3-708, City Commission Review
 17 and Decisions, Division 10, Transfer Development
 18 Rights, Section 3-1006, Review and approval of use
 19 of TDRs on Receiver Sites, Division 12, Abandonment
 20 and Vacations, Section 3-1205, City Commission
 21 Review and Decision, Division 15, Comprehensive
 22 Plan Text and Map Amendments, Section 3-1059,
 23 Transmittal Hearing, and Article 5, Development
 24 Standards, Division 6, Design Review Standards,
 25 Section 5-604, Coral Gables Mediterranean Style

1 Design Standards providing for required mailed
 2 notice for certain actions pursuant to the Zoning
 3 Code providing for repealer provision, severability
 4 clause, codification and providing for an effective
 5 date. Item E-2, public hearing.
 6 MR. AIZENSTAT: Thank you.
 7 Mr. Trias?
 8 MR. TRIAS: I'm going to defer to Craig
 9 because this is his work and he can give you a very
 10 good explanation of the intent.
 11 MR. AIZENSTAT: Thank you.
 12 MR. COLLIER: Mr. Chairman, members of the
 13 board, the city commission had requested that there
 14 be required mail notice for certain actions of the
 15 planning and zoning board and the city commission.
 16 It was -- the city attorney directed me to prepare
 17 a draft, which is what's here before you tonight.
 18 In summary it provides for mailed notice for
 19 generally the zoning actions that you take before
 20 the planning and zoning board and provides mailed
 21 notice to the -- at a city commission meeting. If
 22 it's an action taken by RESO it will take place at
 23 the hearing of -- the single hearing of the city
 24 commission. If it's an action taken by ordinance,
 25 for example, a zone change it would -- the mailed

1 notice would take place at the second public
 2 hearing that's required because ordinances require
 3 two public hearings.
 4 And there is also that notice is within a
 5 thousand feet with the exception of comp plan
 6 amendments, which have previously for this board
 7 has been 1500 feet. So the radius is generally a
 8 thousand feet for most zoning items except for comp
 9 plan items.
 10 The other thing that's a little bit different
 11 about this is that the burden is actually placed on
 12 the applicant to do the physical mailing rather
 13 than having the department be involved in the
 14 mailing. The department obviously is going to have
 15 to approve the form of the notice, but the -- and
 16 that has actually been the -- that was a provision
 17 that was put in for the planning and zoning board.
 18 But I put in for both to sort of get the
 19 people that are actually reviewing your
 20 applications get out of the mail business and be
 21 able to reserve their time for reviewing
 22 applications.
 23 Again, ultimately it's going to be a policy
 24 decision and the board may have their own feelings
 25 about how it should be done, but that's -- we've

1 extended this process to the city commission
 2 process.
 3 So I think that pretty much covers it.
 4 Ramon, is there something that I may have left
 5 out that you want to mention?
 6 MR. TRIAS: No. I think from my point of view
 7 it's just clean up and improving a little bit some
 8 of the technical requirements of notice, so it's
 9 something that certainly we would recommend
 10 approval.
 11 MR. BEHAR: Can I -- can we ask questions at
 12 this point, at this time or are you still -- let me
 13 ask you, I see some of it that makes sense, but I
 14 see that you have the Section 3-1006, which is
 15 review and approval of the use of the TDRs on
 16 receiver sites, and the Section 5-604, the Coral
 17 Gables Mediterranean Style Design Standards. I
 18 don't see why those two needs to be notified to,
 19 you know, be amended, particularly, the
 20 Mediterranean Style unless I'm understanding this
 21 incorrectly.
 22 Maybe, Ramon, you can clarify that.
 23 MR. TRIAS: Are you speaking of page 3 at the
 24 bottom where it says Corals Gables --
 25 MR. BEHAR: It's page actually -- page 11,

1 which is section at the bottom where I think you're
2 trying to -- if this is -- you're going to notify
3 when it comes to Mediterranean style --

4 MR. TRIAS: That is a very, very specific,
5 very rarely used provision of the Mediterranean
6 style. It's not the typical Mediterranean Bonus.
7 It has to do with adjacencies next to single
8 family. It was used with the Bacardi building, I
9 think, the last time. It's a very -- it's a very
10 unusual provision, and that's the reason why it has
11 notice requirements because it deals with noticing
12 of the neighbors and so on.

13 But that is not the 99 percent of the time of
14 the use of the Mediterranean.

15 MR. BEHAR: I'm just concerned for that 1
16 percent.

17 MR. TRIAS: No, I understand, but the way that
18 I understand that provision, and I did not draft
19 it, it predates my work, is that it applies to
20 projects that would be otherwise by right, for
21 example, if you were to do an office building, like
22 the Bacardi building, for example, and it happens
23 to be next to single family, in order to get
24 Mediterranean Bonus, there's this very specific
25 process. When you do mixed use, that's not the

1 case. When you do typical projects that are not
2 next to single family, that's not the case. It
3 doesn't apply to any of that.

4 It's a provision that we I -- I think we
5 should probably review in the context of the work
6 that we're doing as --

7 MR. BEHAR: I think so. I think we should
8 take that section out and review it further before
9 I feel comfortable.

10 MR. COLLER: Can I just, on the issue what we
11 were requested by the city commission is on
12 quasi-judicial hearings that there be a required
13 notice. This is in that grouping.

14 MR. TRIAS: Yeah.

15 MR. COLLER: And it may be that this shouldn't
16 be in the code at all. That's --

17 MR. TRIAS: That is --

18 MR. COLLER: That's a substantive issue --

19 MR. TRIAS: -- that's what Mr. Behar is
20 saying.

21 MR. BEHAR: That's a substantive issue.

22 MR. COLLER: So what -- I think that's
23 something that can be looked at. This is just kind
24 of, well, we're doing this blanket thing, but we
25 may need to look at certain provisions and say, why

1 are we having these hearings in the first place.

2 MR. BEHAR: But if that's the case, and we got
3 to look at it in the code, perhaps that should not
4 be here now.

5 MR. TRIAS: Yeah. No. I think that's a very
6 valid observation, and I -- yes. The only issue is
7 that I don't believe that Craig has made any
8 changes in the content. He's kept everything
9 there. He's only made changes on the dates and the
10 notice requirements.

11 MR. COLLER: There were no substantive changes
12 to the code made in this item. This is separate
13 and apart from the code revision that the --

14 MR. TRIAS: Yeah.

15 MR. COLLER: -- consultant was hired for, and
16 I think that we can certainly put this on the
17 agenda, the things that she needs to look at.

18 MS. ANDERSON: I had a few questions.

19 MR. AIZENSTAT: Please.

20 MS. ANDERSON: The first one is directed to
21 the chart, it's Page No. 3 of the chart, Type of
22 Application, and with regard to mailing, I notice
23 that it doesn't have a provision for what I
24 typically see in civil rules of procedure and any
25 rules of procedure, three days allowed for mailing

1 so that the party that is being notified at least
2 has that ten-day notice period. Is there -- are
3 people open to allowing, you know, three days for
4 mailing so it has to be mailed 13 days in advance
5 so the residents have at least ten days notice to
6 fit things into their calendars to be present at
7 these hearings?

8 MR. AIZENSTAT: Ramon?

9 MR. TRIAS: I don't have a preference. I
10 think that ten days is what we have currently right
11 in the code, and if that is not sufficient you can
12 recommend something different to the commission,
13 right, Craig? Is there any --

14 MR. COLLER: No. I think the ten days was
15 taken from other provisions in this code that were
16 actually sort of courtesy notice, ten days, and you
17 could add three additional days and change
18 everything to 13 days.

19 The only issue when you do have that is if
20 you're having a hearing here and then you want to
21 have a hearing at the city commission, it may mean
22 that the city commission hearing, it might not make
23 that hearing so it will be pushed off another
24 month. So that could be a practical issue, but
25 that's really a policy issue. From a legal issue,

1 there's -- we can make it whatever --

2 MR. TRIAS: From my point of view ten days is
3 sufficient and certainly we never had any issues
4 before as far as the number of days. Now, some
5 people may claim they never got the letter, but
6 that usually had to do with the area, the
7 1,000 feet versus 1500 feet.

8 MS. ANDERSON: Well, I'm really relying upon
9 what is accepted norms in the legal community for
10 notice, ten days notice is the minimum and notice
11 is actually governed by when it's received.

12 That three-day provision has been removed from
13 some of the rules of court where you have
14 electronic notification to attorneys that they have
15 the ten-day notice provision before they have to go
16 to a hearing, and that's pretty consistent
17 throughout the civil and criminal rules of
18 procedure, both in the federal and state courts
19 except where you have electronic notification or
20 hand delivery of notices.

21 So I would think it would be prudent to make
22 sure that people have notice in hand ten days in
23 advance, and allowing three days for mailing should
24 suffice to cover that.

25 MR. AIZENSTAT: I'd like to ask Julio, another

1 architect on the board, how do you feel about the
2 comments?

3 MR. GRABIEL: All my experience over the
4 years, never had a problem with ten days. And I
5 fear what our attorney said that it creates for a
6 project going through another month of extension
7 because we didn't make it to the commission, and
8 that could be a serious problem.

9 MR. BEHAR: To that point, in all the
10 municipalities that I -- we do work, ten days is
11 the norm. Perhaps when it comes to some criminal
12 matter, something differently, but it when it comes
13 to zoning matters, I've seen ten days as the norm.

14 MS. ANDERSON: Well, even for zoning hearings
15 in circuit court and State of Florida notice is
16 counted upon the date received and if you're
17 mailing it three days is added.

18 I feel very strongly about this position
19 because people are receiving notices in the mail
20 seven days in advance. You can't alter your
21 schedule on such short notice, meetings and doctors
22 appointments and everything else if we really want
23 to have public participation, and if three days
24 makes or breaks whether it makes a commission
25 meeting, I'm having difficulty understanding why

1 three days is such a big deal. Just get those
2 notices out three days earlier so people have them
3 in hand and they can make their plans for the week.

4 MR. AIZENSTAT: Maria?

5 MS. VELEZ: I think ten days is sufficient. I
6 have received notices as a property owner and
7 sometimes I'm not able to attend, but other people
8 might be able to attend on my behalf. I think that
9 ten days is sufficient to get the notice out.
10 Because, in addition, most of these things are
11 posted or appear on our website.

12 MS. ANDERSON: That's another issue I want to
13 discuss about the website posting, you know, the --
14 I don't know how many people actually look at the
15 website for the posting of these things, but by the
16 time the agenda is published we're less than ten
17 days out. Most people are looking for the agenda
18 to determine what's going to be happening for the
19 next planning and zoning meeting or the commission
20 meetings. And if they're not getting -- if it's
21 not posted until the Friday before the commission
22 meeting or the Friday before the planning and
23 zoning meeting, it's less than ten days notice.

24 MR. AIZENSTAT: Alex?

25 MR. MANTECON: Does the posting refer to the

1 website or does that refer to being posted on the
2 physical property, one says on the chart?

3 MR. AIZENSTAT: The posting is based upon the
4 notice given, correct?

5 MR. TRIAS: The posting is the posting of the
6 site.

7 MR. AIZENSTAT: On the site itself?

8 MR. MANTECON: On the property.

9 MR. TRIAS: Yeah.

10 MR. MANTECON: So that's not the posting on
11 the websites?

12 MR. TRIAS: Right.

13 MR. MANTECON: When does it get posted on the
14 website? Is that addressed anywhere?

15 MR. TRIAS: I don't believe that's addressed
16 in the notice.

17 MR. COLLER: It's not addressed in the code as
18 far as what gets placed on the website. The
19 notice, it does get -- there is a published
20 requirement.

21 Ramon, you --

22 MR. TRIAS: There's some legal requirements
23 and those are the newspaper advertisements. The
24 other postings we do are additional and we try to
25 do them as earlier as we can and for the very good

1 reasons that Ms. Anderson is speaking now.

2 The downside of extending the dates to longer
3 periods is that things just get delayed longer.

4 MS. ANDERSON: Well, I'm trying to enhance
5 notice to the public. Not many people receive the
6 Miami Review, but if the City's website has that
7 link with a layman's term topic of what it is,
8 whether it's the address and a link to the Miami
9 Review ad itself, whether it be scanned in or a
10 link to it for the Miami Review that people can
11 actually read without subscribing to the Miami
12 Review, then that would be helpful.

13 MR. TRIAS: Okay. Now, what I would say as an
14 observation is that lately I've actually seen
15 people for the first time in my life come and said
16 we got notice, we actually got notice. So clearly
17 we're doing something right. Most of the time you
18 hear, oh, I never got any notice. And that usually
19 doesn't have to do with the dates or whatever, it
20 has to do with the geographic distribution of the
21 mail notice.

22 So I think that Craig has done a very good job
23 cleaning things up. I think that we had to do it
24 because there were many meetings that we were
25 sending letters but it was not a requirement. We

1 were just doing it because we wanted to enhance the
2 process, but now it's going to be in the code, so
3 that is the purpose of this amendment.

4 MR. MANTECON: I think it's calendar days, is
5 it ten days calendar or business days?

6 MR. TRIAS: It's calendar days.

7 MR. COLLER: Ten days are calendar days.

8 MR. AIZENSTAT: Anybody like to -- Craig, did
9 you have something to say?

10 MR. COLLER: Well, I respect the view of the
11 board member as far as the five days. It went I
12 think up to five days mailing, and then it was
13 three days, and now with the electronic service, I
14 will say that at least my experience with the
15 county code there isn't a provision for the, you
16 know, three additional days for mailed notice.

17 One difference maybe here is that since most
18 of the notices are going locally, it's many times
19 people get their mail sometimes the next day. So
20 there is -- and, obviously, the more notice the
21 better, but I think ten days certainly meets the
22 legal requirement, but I think it's a policy issue
23 for this board and for the city commission, you
24 know, what you feel is appropriate that's not
25 become overly burdensome to the City as well.

1 MS. ANDERSON: I've received notice with less
2 than five days, five days, because you have the
3 intervening holidays, you have the Saturdays and
4 Sundays, so if we're going to be talking about
5 calendar days as opposed to business days, it's
6 going to affect people's ability to timely be able
7 to schedule in participation in the process. And
8 if what we're trying to really achieve is
9 participation in the process we need to enhance it.

10 Going back to the proposed web link for the
11 Miami Review, you know, by a topical index of the
12 items that are going to be heard by the planning
13 and zoning board, that notice could easily be put
14 on the website with a link to it so people would be
15 aware of what's happening at the property.

16 And as far as posting on the properties
17 itself, I did have a question. Is that requiring a
18 posting on each facing street side? So like if you
19 have three street sides like we have on one of the
20 items coming up later on on each side of the lot,
21 there's some kind of posting on the corners where
22 people can see it?

23 MR. TRIAS: That's typically done like that,
24 and they get a map with a location, and it's based
25 on the specifics of the site. It's hard to

1 describe that with words in the code, but that is
2 the way it's done.

3 MS. ANDERSON: Okay. Because, you know, if
4 you only post it on one street, it's not
5 necessarily going to be seen by the adjacent
6 property.

7 MR. TRIAS: Exactly. Exactly. And some
8 properties are a whole block and they may require
9 multiple locations so, yeah.

10 MS. ANDERSON: Okay.

11 MS. VELEZ: I have a question.

12 MR. AIZENSTAT: Yes, go ahead, please.

13 MS. VELEZ: I'm all in favor of requiring
14 notice as opposed to courtesy notice. I think
15 that's a great step.

16 I have on page 7, on No. 2, this is the one
17 for city commission. It only requires mailed
18 notice for the second public hearing or the second
19 reading of an ordinance. Why can we not make it
20 for both?

21 MR. COLLER: Well, I believe -- well, this is
22 a policy issue. Legally the feeling was that this
23 is the final passage so this would be the
24 appropriate time to have the mailed notice.

25 The concern I think was for both notices is

1 that it could very well delay the second hearing
2 and then it would be pushed off to another month.
3 So from a legal perspective, as long as we're
4 giving notice and if since the final adoption is
5 when substantive changes are typically made, it was
6 made -- it was a policy decision in discussion with
7 the city attorney and with staff that if we're
8 going to -- we want to give notice that we should
9 give it at the most important hearing which is the
10 final passage hearing. So that's why the notice
11 was given for that period of time.

12 MS. VELEZ: I can see the reasoning, you know,
13 behind the delaying because it could kick it off to
14 the second -- to another month if the two weeks go
15 by and the commission meets and then you don't get
16 the notice out. But I don't know, as a citizen I
17 find that if you have notice of the first hearing I
18 think a lot more people might be involved and a lot
19 more discussion can then happen, and then the city
20 commissioners would be able to hear the
21 perspectives of the residents at that point.

22 MS. ANDERSON: I would agree with you.

23 MR. COLLIER: Again, that's a policy
24 choice that the board --

25 MS. VELEZ: So that's -- my recommendation

1 would be that notice would be given on first and
2 second on that.

3 Then I have on page 8, there are two items
4 seven and eight where notice is given only at the
5 discretion, the sole discretion of the
6 developmental review official. I think notice
7 should be given regardless of the discretion of the
8 zoning review.

9 MR. COLLIER: Let me explain what that was. So
10 there's certain text amendments of a comprehensive
11 plan that generally apply to all properties in the
12 city, and you ordinarily wouldn't give notice
13 because it's, first of all, comprehensive plan is
14 legislative so really a notice is not even
15 required, and, in fact, Dade County sends just a
16 courtesy notice.

17 And I think with regard to eight was if
18 there's a specific set of properties that's going
19 to be determined by the review official, somebody
20 has to make that decision, is this amendment
21 dealing with specific properties or is it affecting
22 an entire city. So somebody has to make that
23 decision. So that's why it was written that way.

24 MR. TRIAS: For example, and seven is zoning
25 and eight is the code. For example --

1 MR. COLLIER: Right.

2 MR. TRIAS: -- the artificial grass amendment,
3 if we were to send a letter to every resident in
4 the city that may not be the most effective way to
5 notice people. So the issue is that certainly
6 should be left to some discretion because
7 otherwise, I mean, we've been sending thousands of
8 letters already because we've been implementing
9 this informally without changing the code, and it
10 gets to a point where that it's just not practical
11 so that's why it was written like this.

12 MS. VELEZ: That makes sense.

13 MR. COLLIER: And I stand corrected, we did do
14 it with zoning too because, again, a zoning text
15 amendment may have to do with all properties as an
16 example.

17 MS. VELEZ: Okay. That makes sense. Thank
18 you.

19 MR. AIZENSTAT: Craig, what are you looking
20 for a motion?

21 MR. TRIAS: Yes.

22 MR. COLLIER: Ramon is looking for a motion.
23 I'm advising you legally.

24 MR. AIZENSTAT: Well, you brought this up.

25 MS. ANDERSON: I still have another question.

1 MR. AIZENSTAT: Okay.

2 MS. ANDERSON: On the chart on page 5,
3 transfer of development rights, it states that
4 notice is required for the receiving site plan
5 application. Is there a reason why there was not
6 included expansion of the TDR areas as requiring
7 notice to the nearby residents?

8 MR. TRIAS: That would be an amendment to the
9 zoning code if the rules were to be changed. It
10 wouldn't be under this provision. It would be
11 under the other provision that we talked about.

12 MS. ANDERSON: The discretionary provision?

13 MR. TRIAS: I think so. What do you think,
14 Craig? Is there any other provision that would
15 apply to that?

16 MR. COLLIER: I'm not 100 percent clear. We
17 have the --

18 MR. TRIAS: The way I understand the question
19 is if there's a proposal to change the zoning code
20 provisions for the area, meaning expanding the area
21 in the map, is that --

22 MR. COLLIER: So is it a zoning code text
23 amendment to --

24 MR. TRIAS: Yeah.

25 MR. COLLIER: -- expand the area, then you

1 would make the determination if that affects
2 specific properties and they would get mailed
3 notice under this provision as a text amendment
4 relating to specific properties. And that's
5 provided for in Subsection 7.

6 MR. TRIAS: The issue is that if it was an
7 expansion to some area that is very specific, the
8 judgment of any professional would be, yes, send
9 notice.

10 Now, if you want to make it mandatory to send
11 notice for every change, every amendment of the
12 zoning code, then basically we're going to have a
13 mail operation instead of a zoning department.

14 MR. BEHAR: That's --

15 MS. ANDERSON: That's not my suggestion.
16 That's not the suggestion.

17 MR. COLLER: But I think your issue is
18 regarding a text amendment that might impact
19 specific properties.

20 MR. TRIAS: Right, because --

21 MR. COLLER: Because you -- the receiving zone
22 got expanded, right?

23 MR. TRIAS: That's what I said. That's
24 exactly --

25 MR. COLLER: So that gets covered.

1 MR. TRIAS: That is exactly what I said. The
2 way I understand your question is if we expand the
3 area to a specific area that's larger, yes, they
4 should get notice. That would be the judgment of
5 any staff person doing the review.

6 If the change is, as I said before, for
7 example, the requirements for the artificial grass,
8 for example, a minor change that applies throughout
9 the city, then mail notice really doesn't make
10 sense.

11 MS. ANDERSON: Right. Now, historically I
12 know we didn't have mail notice to the adjacent
13 property owners for expansion of the TDR receiving
14 area. Based upon the way this is written here, are
15 we going to be notifying the homeowners and owners
16 of the business?

17 MR. TRIAS: Are you speaking of -- because the
18 expansion has nothing to do with this provision.
19 The provision here is for a project that is
20 requesting sending and receiving.

21 MS. ANDERSON: Then my suggestion is is that
22 we include it also for expansion of TDR receiving
23 areas, because the adjacent property owners would
24 be affected by any potential impact there, and
25 providing them notice they have an opportunity to

1 participant and we don't have issues in the future
2 with saying I had no idea this was going on.

3 MR. TRIAS: I understand what you're saying,
4 and what I'm saying is that that is an amendment to
5 the zoning text. Okay? If we want to have some
6 specific zoning text amendments beyond just a
7 general term --

8 MS. ANDERSON: Right.

9 MR. TRIAS: -- that is one certainly, but it
10 complicates, it complicates the amendment.

11 MR. COLLER: Well, can I -- I think it's
12 addressed actually.

13 MS. ANDERSON: Where?

14 MR. COLLER: If you look at Item 1 on where
15 mailed notices are it talks about the mailed
16 notices subject property and the property owner's
17 address are known by reference and the latest ad
18 valorem tax record within 1,000-foot radius. So if
19 you were to amend the zoning code text, and I may
20 want Ramon to respond to this, you change the area
21 so now you have these subject properties that are
22 now going to be subject to receiving these TDRs,
23 then they are part of the subject property and also
24 within a thousand feet of the surrounding property.

25 So I think it would be covered. This is --

1 we're trying to respond to questions as they come,
2 but I believe it would be viewed as a subject
3 property, and it provides in the code that it's
4 within a thousand feet, so I think it would be
5 covered.

6 MR. TRIAS: I think it is covered. I think
7 it's very clearly covered.

8 MR. COLLER: Right.

9 MS. ANDERSON: I just noted that in the past
10 the notice hadn't been sent to the adjacent
11 property owner so therefore I'm concerned.

12 MR. TRIAS: In the past, I mean, let's say
13 several years ago, certainly you were right.

14 MS. ANDERSON: No, within the past few months.

15 MR. TRIAS: But in the -- which project are
16 you thinking?

17 MS. ANDERSON: It wasn't a particular project.
18 It was an expansion of the TDR area on Biltmore
19 Way.

20 MR. TRIAS: There was a neighborhood meeting
21 and that was --

22 MS. ANDERSON: There was workshop after the
23 fact.

24 MR. TRIAS: There was the workshop -- there
25 were multiple opportunities for public input.

1 Now --

2 MS. ANDERSON: I'm just saying going forward,

3 can we have --

4 MR. TRIAS: Going forward it is covered in the

5 text right here clearly. I think that Craig and I

6 have explained that. I don't think there's any

7 need to add any language, but if you believe that

8 there is, you're free to make that recommendation.

9 MS. VELEZ: And this does say required as

10 opposed to courtesy, so I think going forward it's

11 very clear.

12 MS. ANDERSON: All right.

13 MR. BEHAR: And before, just to make sure,

14 Ramon, the language of going back to Section 5-604,

15 that's the same language that exists today?

16 MR. AIZENSTAT: Page 11.

17 MR. BEHAR: Page 11.

18 MR. TRIAS: Page 11.

19 MR. BEHAR: Except for that one line that says

20 after notice in accordance with provision of

21 Article 3, Division 3.

22 MR. TRIAS: Yeah, and as you can see there

23 it's about properties in the MF 2C. It's a very

24 specific type of request. It's not the

25 Mediterranean Bonus as we know it.

1 MR. COLLER: Yeah, only the underlying

2 language is new language. Everything that's there

3 is existing language. Only that which is

4 underlined.

5 MR. TRIAS: It's a provision that's called

6 special location site plan review for Mediterranean

7 Bonus. It is not the Mediterranean Bonus.

8 MR. BEHAR: You say that the Bacardi building

9 had to go through this process.

10 MR. TRIAS: Yes.

11 MR. BEHAR: For example, the Collection

12 Building on Bird Road.

13 MR. TRIAS: Maybe. I don't know that one

14 specifically.

15 MR. BEHAR: And neither of the projects are

16 this here.

17 MR. TRIAS: What happens is that the other

18 projects close by were mixed use projects so they

19 went through a different process.

20 MR. BEHAR: So the mixed use project are now

21 required to --

22 MR. TRIAS: Right. They go through the mixed

23 use process.

24 MR. BEHAR: Okay. All right.

25 MR. MANTECON: I have a question. So if --

1 and I understand Maria's concern with having to

2 give two notices, you know, to be able to give two

3 notices to people in order to be able to come to

4 different meetings, I think that would -- but I

5 mean, I don't think I've seen that --

6 MR. TRIAS: For the commission, you mean the

7 first and --

8 MR. MANTECON: For commission. The first and

9 second reading, I think that's a little bit of a

10 big burden for any project or anything like that.

11 Would it maybe make sense to give maybe 13 days

12 notice, as she had mentioned before, but doing it

13 on first reading where then it wouldn't put any

14 impact on potentially going into second reading

15 between the attorneys, you know, between going from

16 first reading to second reading it wouldn't delay

17 or cause any potential delays on hearings.

18 Is that maybe something to explore?

19 MR. TRIAS: It certainly we could explore all

20 that, but I think at some point we need to try to

21 understand what kind of problem are we trying to

22 fix, and we haven't had any problem in terms of

23 notice any time recently because we've basically

24 have been following what has been proposed.

25 Now, more notice is better, perhaps, I don't

1 know. I mean, it's one of those things that I

2 don't hear except the issues that you're bringing

3 up with the Biltmore Way expansion. I haven't

4 really heard anybody express any frustration with a

5 notice recently.

6 MR. COLLER: I don't have -- can I -- we're

7 talking about a very small set here, first of all.

8 Many of the actions that are taken by the city

9 commission, or I should say some of them, there's a

10 subset that are done by resolution. There's only

11 one hearing and there's only one notice.

12 MR. TRIAS: Yes.

13 MR. COLLER: The legislative items, or I

14 shouldn't say ordinances, but items that have to be

15 passed by ordinance, they're the ones that have the

16 two readings, so those are the ones where we

17 provided the notice for the second reading.

18 Obviously the board is in the position if you

19 wish to recommend two notices on first reading and

20 second reading or you'd rather have the notice

21 meaning on first reading or you want to have the

22 notice be 13 days for the first reading, these are

23 all appropriate recommendations --

24 MR. TRIAS: Yes.

25 MR. COLLER: -- that the board, you know, may

1 want to consider making to the city commission on
2 this item.

3 MS. ANDERSON: I would recommend that because
4 if you send it on first -- if you at least send it
5 out on the first commission hearing people are
6 aware the issue exists. They can follow up on it,
7 figure out when the second hearing is by looking,
8 you know, alerting them to look at the city's
9 website, to look at the agenda, see when an item's
10 going to be heard again.

11 I think it's more important to get it at that
12 first commission hearing for that reason and give
13 them adequate notice and an opportunity to
14 participate in the process.

15 MR. BEHAR: I don't have a problem with that
16 because the fact of the matter is you always have
17 more time between planning and zoning and for
18 commission versus, you know, the first and second
19 reading of commission. So I don't think if you
20 want to give them additional time, the three extra
21 days between, you know, before the first hearing, I
22 don't think that's going to affect any --

23 MR. MANTECON: And if you put it at ten days
24 and, you know, if you keep it at ten days, do it at
25 first reading maybe, then at that point if they

1 can't make the first, it's on their radar and they
2 can make the second.

3 MR. BEHAR: Yeah, you know what, that should
4 work.

5 MR. AIZENSTAT: Would anybody like to make a
6 motion? Maria?

7 MS. ANDERSON: Rhonda. Rhonda. Maria's not
8 here.

9 MR. AIZENSTAT: Sorry about that.

10 MS. ANDERSON: It's one of those nights.

11 I would make a motion for this to be passed
12 with the notice being provided at the first
13 commission hearing with ten days notice and three
14 days required for mailing.

15 MR. AIZENSTAT: Is there a second or --

16 MS. ANDERSON: Yeah, just one other thing is
17 the recommendation that I had for posting on the
18 city's website with a link to the Miami Review
19 postings so that people can review that as well.

20 MR. AIZENSTAT: Is there a second?

21 MS. VELEZ: I'll second.

22 MR. AIZENSTAT: That's Maria's second. Any
23 comments? No?

24 Call the role, please.

25 THE CLERK: Julio Grabiell

1 MR. GRABIEL: Yes.

2 THE CLERK: Alex Mantecon?

3 MR. MANTECON: Yes.

4 THE CLERK: Maria Velez?

5 MS. VELEZ: Yes.

6 THE CLERK: Rhonda Anderson?

7 MS. ANDERSON: Yes.

8 THE CLERK: Robert Behar?

9 MR. BEHAR: Yes.

10 THE CLERK: Eibi Aizenstat?

11 MR. AIZENSTAT: Yes.

12 Craig, if you would, please, read Item E-3.

13 MR. COLLER: Item E-3, an Ordinance of the
14 City Commission of Coral Gables, Florida providing
15 text amendments to city of Coral Gables Official
16 Zoning Code amending Article 2, decision making and
17 administrative bodies, Division 2, Planning and
18 Zoning Board, Section 2-203, meetings, quorum,
19 required vote, providing for clarifying planning
20 and zoning board voting procedures providing for
21 repealer provision, severability clause,
22 codification, and providing for an effective date.

23 Item E-3, public hearing.

24 I don't know, before we -- did we ask for
25 comments from the audience on the last one?

1 MR. AIZENSTAT: No, we did not.

2 MR. COLLER: So maybe before we -- I may have
3 to read this again. We need to see if we had any
4 comments.

5 MR. AIZENSTAT: Is there anybody here for Item
6 E-2 that would like to make any comments?

7 MR. COLLER: Let the record reflect nobody
8 stepped forward.

9 MR. AIZENSTAT: All right.

10 MR. COLLER: All right. I don't think I need
11 to read E-3 since I read it. It's again my
12 ordinance so I guess I need to explain it.

13 I'm hoping this will be viewed as a
14 housekeeping measure. There's a provision in your
15 code that says on a tie vote or where you have less
16 than four affirmative votes it goes to the city
17 commission without a recommendation. We had a
18 situation that occurred, I think it was a couple
19 meetings ago, where it was a 3-3 tie vote so there
20 was no motion passed, but the board fashioned a new
21 motion, I think it was kind of a compromise between
22 the groups about how the motion should be and it
23 did go to the city commission with your
24 recommendation.

25 All this does is just reconfirm in an

1 abundance of caution, as a lawyer might say, just
2 clarifying that indeed if you do have a tie vote
3 and you wish to, because that vote doesn't pass or
4 you have less than four votes, which means the item
5 goes without a recommendation, if you want to give
6 the board the benefit of a recommendation you have
7 the opportunity to fashion a new motion that may
8 get more support of the entire board.

9 So all this does is just clarify that you have
10 that authority, so basically gives you more
11 authority so you can recommendations to be heard
12 by -- to be seen by the city commission.

13 MR. AIZENSTAT: So it's basically cleaning up.

14 MR. COLLER: It's a housekeeping measure is
15 what I would call it.

16 MS. VELEZ: I'll move it.

17 MS. ANDERSON: Second.

18 MR. BEHAR: Second.

19 MR. AIZENSTAT: We have a motion.

20 MR. BEHAR: Rhonda second it.

21 MS. ANDERSON: No problem.

22 MR. AIZENSTAT: Who second it?

23 MR. BEHAR: Rhonda did.

24 MR. AIZENSTAT: Rhonda second it.

25 Is there anybody here that would like to talk

1 about this item? No? Having none, any discussion?
2 No?

3 Call the role, please.

4 THE CLERK: Alex Mantecon?

5 MR. MANTECON: Yes.

6 THE CLERK: Maria Velez?

7 MS. VELEZ: Yes.

8 THE CLERK: Rhonda Anderson?

9 MS. ANDERSON: Yes.

10 THE CLERK: Robert Behar?

11 MR. BEHAR: Yes.

12 THE CLERK: Julio Grabiell?

13 MR. GRABIEL: Yes.

14 THE CLERK: Eibi Aizenstat?

15 MR. AIZENSTAT: Yes.

16 The next item is E-4.

17 Craig, if you would, please.

18 MR. COLLER: Sure.

19 Item E-4, an Ordinance of the City Commission
20 of Coral Gables, Florida providing for a text
21 amendment to the City of Coral Gables Official
22 Zoning Code by amending Article 5, Development
23 Standards, Division 11, Landscaping, Section
24 5-1104, general requirements, limiting locations
25 for artificial turf, providing severability,

1 repealer, codification, and an effective date.

2 Item E-4, public hearing, I'm pleased to say
3 that I did not do this one, and that Ramon, I
4 believe, is going to handle the explanation.

5 MR. TRIAS: Chairman, I had the pleasure of
6 drafting this ordinance personally. So here we
7 have my understanding of what the latest commission
8 discussion has been on the topic of artificial
9 turf.

10 Number one, that a permit should be required
11 so to clarify that issue and, number two, was to
12 separate single family and duplex requirements from
13 other, for example, commercial properties in
14 general. And the idea was that in the single
15 family or duplex it would be allowed in the rear
16 yard with a buffer, some kind of acceptable buffer
17 like a fence or a wall to the neighbors, and that
18 any other location that is not the rear yard would
19 be reviewed by the landscape services staff and
20 determined on a case-by-case basis. And that in
21 the other zoning districts, meaning the commercial
22 buildings, for example, or mixed-use buildings,
23 that it would not be allowed at the ground level.
24 In other words, ground level should be grass. If
25 somebody has a pool on the fifth floor and they

1 have a pool deck, for example, in a mixed-use
2 building, there it would be okay. But not on the
3 ground level.

4 That's the concept, that's the way that I
5 understand the commission was leaning towards, and
6 they were looking for your opinion and
7 recommendations.

8 MS. ANDERSON: Well, I do have some questions
9 for you.

10 MR. TRIAS: Yes.

11 MS. ANDERSON: The draft that, you know, I've
12 read doesn't address retroactivity for existing
13 installations and residential properties as to FAR
14 MF-1 zoning districts, so I presume that permit had
15 been pulled for those. But from what I'm hearing
16 it doesn't sound like permit was pulled for those.

17 MR. TRIAS: Well, if there is no permit, then
18 that would be an issue of code enforcement, and we
19 just wanted to clarify that, that a permit is
20 required.

21 MS. ANDERSON: Okay. How are we going to deal
22 with existing installations that did pull a permit?
23 Is there going to be a retroactive provision so
24 that if it needs to be reinstalled, they can't do
25 it again, or is it going to be grandfathered in, or

1 is it going to be just outright prohibited?
 2 MR. TRIAS: Well, if one has a valid permit
 3 it's grandfathered in generally, so it's not like
 4 this retroactive enforcement.

5 I don't know if there are any specific issues
 6 that you're thinking or specific instances of
 7 application of this artificial turf.

8 MS. ANDERSON: There is a specific instance in
 9 which I'm thinking because I've seen it in the
 10 front of a particular property. But historically
 11 I've also seen where there's been a change in a
 12 zoning code from many years ago, for instance, a
 13 swing set in the front yard was permitted at one
 14 point. Once the swing set rusted out and was
 15 removed, you couldn't put it back again even though
 16 you had a permit for it in the first instance.

17 MR. TRIAS: Well, I'm glad you mentioned that
 18 because I'm working on those issues, and that's
 19 coming next, swing sets and play houses and so on.

20 MS. ANDERSON: Right. So is it going to be
 21 that type of instance where they have to when they
 22 go to replace the turf they're not allowed to
 23 replace the turf because now it's not allowed? Do
 24 they have to re-pull a permit?

25 MR. TRIAS: Possibly, yeah. Clearly one

1 cannot speculate on the details without a specific
 2 case. I mean, I think that the idea is to try to
 3 not make it visible.

4 MS. ANDERSON: Right.

5 MR. TRIAS: However, we do have an option
 6 that, you know, if there are no other -- if the
 7 site conditions make it very difficult in other
 8 locations to have grass, it can be approved by the
 9 landscape department staff.

10 MS. ANDERSON: So if a permit wasn't pulled,
 11 they now have to pull a permit?

12 MR. TRIAS: Yes.

13 MS. ANDERSON: Okay.

14 MR. BEHAR: And that's a code violation issue
 15 and, yes, they would have to pull a permit?

16 MR. TRIAS: Yes.

17 MS. ANDERSON: Okay. Even though it's already
 18 installed?

19 MR. TRIAS: Clearly we would have to look at
 20 it on a case-by-case basis.

21 MS. ANDERSON: So --

22 MR. TRIAS: And in some cases the permit could
 23 be given retroactively --

24 MS. ANDERSON: Right.

25 MR. TRIAS: -- if it's a reasonable

1 application, which I think most of the time the
 2 ones that I've seen that I've been made aware of
 3 they tend to be very reasonable, it was just that
 4 they were done without permits.

5 MS. ANDERSON: Right. So I would suggest that
 6 the courtesy notice then be given to those property
 7 owners now that we have a clear provision and
 8 they're going to have to pull a permit in order to
 9 have that allowed.

10 MR. TRIAS: I think that the courtesy notice
 11 is the code enforcement -

12 MS. ANDERSON: Norm.

13 MR. TRIAS: -- action. And I mean that
 14 seriously, the first action is just to inform
 15 there's a violation and that they can go ahead and
 16 fix it.

17 MR. AIZENSTAT: So this will count towards the
 18 green space that's required during the construction
 19 of a home?

20 MR. TRIAS: Yes. And I think that it's
 21 probably more relevant in the construction --

22 MR. AIZENSTAT: You were a little hesitant, it
 23 took a little time, so I want to be clear on that.

24 MR. TRIAS: Well, let me be clear on that. It
 25 won't be up to me. It will be up to the landscape

1 professionals to determine that it does comply with
 2 the, let's say, previous requirements, if that is
 3 one of the cases -- if that's the case.

4 MR. AIZENSTAT: It shouldn't be in the code
 5 that dictates a percentage of the property or how
 6 much you can?

7 The reason I ask is because of lot of the
 8 properties in certain areas of the Coral Gables
 9 work on septic tanks.

10 MR. TRIAS: Yes.

11 MR. AIZENSTAT: So when you start dealing with
 12 septic tanks in areas, how are you going to -- how
 13 are you also going to deal with the artificial
 14 turf?

15 MR. BEHAR: Well, keep in mind that I would
 16 say 99 percent of the septic tanks has to be the
 17 front of the property, and this artificial turf is
 18 not -- would not be allowed to be in the front
 19 yard.

20 MR. AIZENSTAT: Go ahead.

21 MR. MANTECON: Artificial turf companies with
 22 their septic tanks they also have a -- there's a
 23 register that -- there's actually a mechanism to be
 24 able to access septic tanks underneath artificial
 25 turf.

1 MR. AIZENSTAT: Right. You're required to
2 have the lid or whatever it is either way, but --
3 MR. TRIAS: Mr. Behar is correct. I mean, 99
4 percent of the time that's not going to be an issue
5 based on the text.

6 MR. BEHAR: This is more for the rear yard,
7 you know, where it would be acceptable or not.

8 MR. TRIAS: Yes.

9 MR. BEHAR: I got one concern. I'm okay in
10 single family in the rear of the properties, you
11 know, with above, et cetera, et cetera. My concern
12 is all other zoning districts not allowed at the
13 ground level. I'm okay with that.

14 What I'm not okay is that in other locations,
15 for example, if you do -- and let's look at a mixed
16 use project that you got on the fifth level, on the
17 tenth level, whatever, you do have some amenities
18 area and you want to incorporate it, to be approved
19 by the public work landscape services division, I
20 don't think that at those location needs to be
21 approved by them. At the ground level I'm
22 100 percent okay with it.

23 MR. TRIAS: But, Mr. Behar, they do review the
24 landscape plans already. I mean, that's what that
25 really means, it's part of the normal review.

1 MR. BEHAR: They review landscape for plant
2 material, but I think -- and we've seen this, the
3 use of the artificial turf in those locations more
4 and more because, you know, as a maintenance,
5 especially when you're around a pool area.

6 MR. TRIAS: And it's approved, I think, all
7 the time.

8 MR. BEHAR: But I am subject to, you know,
9 their liking if they want to approve it or not.

10 MR. MANTECON: I agree. I think it should be
11 just approved at a level that's not at the ground
12 level on a mixed use project, on a commercial
13 project, et cetera.

14 MR. TRIAS: Maybe the phrasing is not clear
15 enough, but that was the intent in the sense that
16 it says, "in accordance with the open space
17 requirement," you know, whatever's in the code
18 already, and the review and approval --

19 MR. BEHAR: Upon review and approval.

20 MR. TRIAS: Which is what the code requires.

21 MR. BEHAR: But if they -- but when it comes
22 to landscape area, plant material, which I'm okay
23 with that, and you know, that in some cases the
24 input from the public service division, it's good.

25 I just don't think that the artificial turf at

1 those locations needs to be part of this process.

2 MR. MANTECON: Yeah, I think it should just
3 read more the way it says for the single family
4 residential where it says "allowed" as opposed to
5 "upon review and approval." I mean, maybe that
6 would clarify it.

7 MR. TRIAS: Yeah, we can -- I don't think it
8 was meant to be an extra step. I mean, I think
9 it's just the normal review step that takes place.
10 Maybe we need to make it more clear that that's
11 what it's meant to be.

12 MR. BEHAR: Because at the end of the day,
13 look, what's important to us I think it's the
14 ground level.

15 MR. TRIAS: Yes.

16 MR. BEHAR: To me that's what's important.
17 The upper level, which the public would not see, to
18 me is not important.

19 MR. TRIAS: We could stop after the zoning
20 code period and just say in "accordance with the
21 open space requirements of the zoning code,"
22 period.

23 MR. BEHAR: I'm okay with that. That would
24 be good. That's acceptable.

25 MR. TRIAS: That may be better.

1 MS. ANDERSON: I would agree with that.

2 MR. GRABIEL: I have one.

3 MR. AIZENSTAT: Yes, please.

4 MR. GRABIEL: The only -- I agree with this
5 whole thing and the changes. The only time that I
6 have used artificial grass on the ground floor is
7 when a client wants a driveway that is made of
8 stone or pavements separated by green. I've tried
9 for years to maintain the grass doing everything
10 possible, it never grows. It ends up being just
11 sand.

12 And I think we've discussed this before and we
13 said that maybe the option of allowing them, you
14 know, with a dimension of four, six inches,
15 whatever it is, using pavements would be allowed on
16 the ground floor.

17 I don't know how the rest of the board feels,
18 but I'd hate to see large driveways paved with
19 grass that is always gray and --

20 MR. AIZENSTAT: Sand.

21 MR. GRABIEL: -- sand.

22 MS. ANDERSON: It's a good point, very good
23 point.

24 MR. GRABIEL: Ramon?

25 MR. TRIAS: I think in that case I would tend

1 to interpret that as a pavement material more than
2 a landscape material, and I think it probably can
3 be approved as part of a driveway design.

4 MR. GRABIEL: Assuming, you know, the
5 residents that want that look.

6 MR. TRIAS: Let me think about how to
7 interpret that into the code. I mean, as you know
8 the zoning code if you put too much information in
9 it, it's not necessarily better. We're going to
10 be --

11 MR. BEHAR: Really?

12 MR. TRIAS: I mean, we do have very tough
13 professionals, some of them serve here on this
14 board that design projects and they need to have
15 flexibility, and then there's professional staff
16 also. So it's not just the language of the code.
17 But I think that in that case particularly I'm
18 inclined to think that's really not landscaping.

19 MR. AIZENSTAT: Yeah, that's a very good point
20 because, you know, what are the options if you're
21 doing concrete in between? It's either sand, rock
22 or artificial because grass won't grow in there.

23 MR. TRIAS: Or you may want to design, let's
24 say, a granite band. I mean, that would be part of
25 the pavement, not necessarily part of the

1 landscape, right? So let me work on -- yeah, let
2 me take a look at it.

3 MR. GRABIEL: It gives residents an
4 opportunity to do that.

5 MR. TRIAS: Yeah.

6 MR. BEHAR: Good point.

7 MR. MANTECON: I have two questions.

8 So what is the definition of rear yard? What
9 defines rear yard versus side yard? Because it's
10 kind of -- it's a little weird to have a -- you
11 know, if you have a house --

12 MR. BEHAR: On a corner lot.

13 MR. MANTECON: -- on a corner lot or where
14 the -- you know, where does it define -- I mean, in
15 the rear yards typically are the ones where your
16 grass doesn't grow because you've got, you know,
17 smaller setbacks and you've got trees and stuff, et
18 cetera.

19 MR. TRIAS: The short answer to that question
20 is defined by the discussion that takes place
21 between the applicant and the review person or the
22 architect and the review person.

23 What happens is that there's no way to codify
24 a rear yard definition that's going to work for
25 every possible site. And all I'm saying is keep in

1 mind that all of this is implemented by highly
2 trained professionals, both on the applicant side
3 and the review side, and they deal with this issue
4 all the time.

5 Now, my preference is to think of the rear
6 yard of anything that is behind the building,
7 actually behind the building. Some people may say,
8 well, you know, that should be a little bit forward
9 all the way to the front of the building, and
10 that's where the gave and take takes places in the
11 review process. That's normal, it happens most of
12 the time. Yeah. And what happens is that if you
13 read the definitions, basically that's what I'm
14 describing to you.

15 Now, clearly we can have more text and be more
16 precise and so on, but that is not going to make
17 the code better, and I'm telling you that from a
18 professional point of view. It's not a better code
19 if you make it more specific because you can never
20 put the code all the --

21 MR. MANTECON: That's why I'm asking because
22 rear yard is defined as from the rear from the
23 furthest point of the house to the rear fence or
24 whatever, then I think you have a problem because
25 then that's black and white and, you know, then

1 you're just going to have this weird --

2 MR. BEHAR: Demarcation line.

3 MR. MANTECON: -- demarcation in the backyard
4 which --

5 MR. TRIAS: A recent example was that the side
6 yard makes sense as artificial turf also in a
7 recent example that I looked at, and that was
8 approved. And in that case, for example, the rear
9 in a general sense could be interpreted to include
10 that side yard, for example.

11 MR. BEHAR: You're right, because you could
12 have in the front of a house, you know, the
13 setback, whatever, you could have a wall that you
14 don't see, a screen that you don't see behind.

15 MR. TRIAS: Right.

16 MR. BEHAR: And the side yard could be part of
17 it, you know.

18 MR. MANTECON: I just want to make sure that
19 the, because I haven't read the definition of rear
20 yard, that the rear yard isn't specific to the rear
21 of the house and back.

22 MR. TRIAS: It says "an occupied area
23 extending across the full width of the lot between
24 the main building and the rear line of the lot."

25 Well, that as you can see is as close as we

1 get to a definition. So what I'm saying is please
2 keep in mind the zoning code is just one of the
3 information that is used, that you also have the
4 professionals designing the building and the
5 professionals reviewing it. There's always room
6 for interpretation and to make a decision, yeah,
7 that is part of the area that should or should not
8 be used for artificial turf.

9 And if there's a disagreement there's an
10 appeals process. You could appeal if you don't
11 like it.

12 MR. BEHAR: Alex, in a single family instance
13 I'm okay with the landscape, you know, review
14 committee, whatever, you know, making those
15 determinations because every case may be different.

16 You know, I think it would be very practical,
17 you know, if it was a little more clear where it
18 says even side yards or something could be included
19 but, you know -- Ramon, do you feel comfortable
20 that, you know, this should stay like this or
21 should we maybe modify the language maybe slightly?

22 MR. TRIAS: I mean, the way I read this is
23 that allow it in the rear yard, that's pretty clear
24 it should be, and then all other locations are
25 reviewed, and that's really the best way that I can

1 think of that allows for enough flexibility.

2 MR. BEHAR: And I've see instances where in a
3 single family -- what I would not like to see is in
4 a single family in the front yard, which you see as
5 you drive, and I see it every day when I drive,
6 okay, and it's the whole yard, it looks great
7 because it looks manicured perfectly. But, you
8 know, I don't want to see that throughout the city.

9 MR. TRIAS: It doesn't look great in the
10 context of Coral Gables which is about
11 authenticity, it's about landscape, it's about --
12 let's keep that in mind also in the sense that if
13 all of a sudden everything is artificial turf, then
14 pretty soon we lose some of the most important
15 qualities of the city.

16 MR. BEHAR: I agree.

17 MR. MANTECON: Then my last question is, is
18 there already -- when you pull permits, I mean, one
19 of our biggest things is percolation.

20 MR. TRIAS: Yes.

21 MR. MANTECON: There's different ways of
22 installing this. I mean, is there a building code
23 for installation of artificial turf that requires
24 more rock versus sand. If you just go with
25 compressed sand you have zero percolation versus,

1 you know, different types of materials.

2 MR. TRIAS: That is why we have the
3 professional review by the landscape professionals
4 because there's different types of grass, there's
5 different qualities of grass, there's different
6 percolation. I mean, it has to be reviewed.

7 MR. MANTECON: Okay.

8 MR. BEHAR: I'll make a motion to approve with
9 the condition that we strike out the last sentence
10 of No. 2, where it says "upon review and approval
11 by the public work landscape service division," and
12 I welcome whatever other comment from board members
13 to the motion.

14 MR. AIZENSTAT: Before we do that, is there
15 anybody here that would like to speak on this
16 subject matter? No?

17 Is there a second to Robert?

18 MR. MANTECON: I'll second it.

19 MR. BEHAR: Any friendly amendment to the
20 motion?

21 MS. ANDERSON: Just clarifying for the record
22 that you meant after the comma in that second
23 sentence --

24 MR. BEHAR: Yes.

25 MS. ANDERSON: -- not the entire second

1 sentence?

2 MR. BEHAR: Correct. Correct. You're
3 correct. That's why we have attorneys here on the
4 board.

5 MS. ANDERSON: Hey.

6 MR. AIZENSTAT: So we have --

7 MR. BEHAR: A motion.

8 MR. AIZENSTAT: -- a motion, a second. Any
9 discussion?

10 MS. ANDERSON: No.

11 MR. AIZENSTAT: Having heard none, call the
12 role please.

13 THE CLERK: Maria Velez?

14 MS. VELEZ: Yes.

15 THE CLERK: Rhonda Anderson?

16 MS. ANDERSON: Yes.

17 THE CLERK: Robert Behar?

18 MR. BEHAR: Yes.

19 THE CLERK: Julio Grabiell?

20 MR. GRABIEL: Yes.

21 THE CLERK: Alex Mantecon?

22 MR. MANTECON: Yes.

23 THE CLERK: Eibi Aizenstat?

24 MR. AIZENSTAT: Yes.

25 At this time -- actually, before I'd like -- I

1 want to thank first the applicant for E-1 for
2 standing by. I do appreciate it.

3 At this time I'm going to recuse myself, not
4 that I agree that I should recuse myself, but the
5 city attorney has advised that it's probably
6 prudent that I do because the proximity of my home.

7 Seeing that the vice chair is not here, which
8 would be Maria Menendez, I would like to ask Robert
9 if he would continue the meeting?

10 MR. BEHAR: Sure.

11 MR. AIZENSTAT: For Item E-1 given his
12 experience and tenure on the board. And thank you
13 very much.

14 MR. BEHAR: Thank you.

15 MR. AIZENSTAT: Please note for the timestamp
16 that I left at 7:10.

17 MR. BEHAR: Thank you. I guess this is a
18 first but we'll do it.

19 Mr. Attorney, can you read that item on the
20 record for the record, please.

21 MR. COLLIER: Yes. Item E-1, an Ordinance of
22 the City Commission of Coral Gables, Florida
23 requesting conditional use review for a building
24 site determination pursuant to zoning code, Article
25 3, development reviews, Section 3-206, building

1 site determination to separate into two single
2 family building sites on the property zoned single
3 family residential district, legally described as
4 Lots 10 through 18, Block 236, Coral Gables
5 Riviera, Section Part II, 601 Sunset Drive, one
6 building site consisting of Lots 13, 14, and 15,
7 east parcel, and the other building site consisting
8 of Lot 16, 17 and 18, west parcel including
9 required conditions, providing for a repealer
10 provision, providing for a severability clause, and
11 providing for an effective date. Item E-1, public
12 hearing.

13 MR. BEHAR: Thank you.

14 MR. TRIAS: Mr. Chairman, the request is to do
15 a building site separation at the end of a block
16 that is facing Sunset and it's bound by Tordera and
17 Almansa Street. As you can see in the existing
18 plat there are six platted lots and the applicant
19 is proposing to make two parcels with three lots
20 each.

21 There's a house, there's an existing house
22 over the whole property right now and that is the
23 way the house looks. The request as the
24 chairman -- as the attorney explained, is the
25 create two parcels, and you can see how that looks

1 in the site.

2 The parcels would front Sunset and the access
3 for automobile would be on the side street, so from
4 many points of view it implements some of the ideas
5 that you have worked on so hard for the past year
6 or so as you worked on the improvement of the
7 single family regulations. This is I think a very
8 good examples of that.

9 The existing land use and the zoning is single
10 family, and there's no change, there's no proposed
11 changed for any of that. And as the applicant will
12 explain later on, they have prepared two very
13 different custom designs for each parcel, and they
14 have preserved the trees, the existing trees. It's
15 a very sensitive design as you can see with a full
16 landscape plan.

17 There are very different houses. They're
18 compatible with the scale of the neighborhood, and
19 they do preserve the existing open space.

20 The applicant will go into more detail as far
21 as the architecture, but this is to give you a
22 sense of the design. As you know, one of the
23 conditions is to have two houses fully designed and
24 that is part of the review and approval process.

25 Now, the timeline that the DRC, the

1 Development Review Committee, took place in
2 September of 2018, and then there was a
3 neighborhood meeting in December, and today we are
4 dealing with the planning and zoning meeting.

5 Public notice, the neighborhood meeting, it
6 was noticed. Also there was a courtesy
7 notification mailed to property owners within a
8 thousand feet. The property was posted. There was
9 a legal ad and there was also the posting of the
10 agenda on the city web page and also here at city
11 hall, and the staff report was also posted on the
12 web page.

13 And that's what we had talked about before,
14 there's additional ways to get the word out and
15 posting and so on than what's required by the code.

16 This gives you a sense of the 1,000 radius,
17 the 1,000-foot radius that received the mailed
18 notice. And here we have the site information.
19 The current frontage is 200 feet so therefore there
20 will be two 100-foot parcels. The depth is 154,
21 and the site area would be 15,500 for each, and the
22 building floor area would be no more than what's
23 the maximum allowed now. So that's another one of
24 the conditions which is very typical condition.

25 The reviewed criteria as you know if very

1 difficult to meet, but in this case the applicant
2 satisfies the size, the area of the lot
3 requirement. It also explains the exceptional
4 circumstances and that's also satisfied.

5 As I mentioned before they preserve open space
6 and promotes a compatible design with the
7 neighborhood. And then they need to satisfy three
8 of the other four criteria, and three of them are
9 satisfied; the building site created would have a
10 frontage equal or larger than the existing building
11 sites within the 1,000-foot radius, that the
12 building site would not result in any
13 nonconforming -- any structure becoming
14 nonconforming, and that no restrictive covenants or
15 encroachments or easements exist. Those are
16 satisfied.

17 The fourth condition is that the site is owned
18 for longer than ten years by the property owner.
19 That is not satisfied, but you only have to satisfy
20 three of the four, so the criteria is met.
21 Therefore staff recommends approval with
22 conditions, and the conditions are the typical
23 conditions. See here that we have that the square
24 footage of the residence allowed by the separated
25 building sites will not be more than the one

1 allowed in one site. As you know, when you divide
2 it sometimes you're able to do more, and that they
3 should follow the zoning requirements, that the
4 plans attached will be part of the application, the
5 plans that the applicant will present, and that a
6 bond shall be required to ensure a timely removal
7 of any nonconforming as a result of the building
8 site separation approvals.

9 That is the end of my presentation. I believe
10 the applicant has a power point.

11 MR. BEHAR: Before we open to the applicant,
12 can you go back to the timeline that you presented
13 to us, the city review timeline?

14 MR. TRIAS: This one or that one? This one.

15 MR. BEHAR: This one. In this staff report
16 you showed the Board of Architects, that they went
17 to the Board of Architects.

18 MR. TRIAS: They did. That is missing in
19 this. It's a typo.

20 MR. BEHAR: But they did comply.

21 MR. TRIAS: They did go to the board, yes.

22 MR. BEHAR: Okay. Thank you.

23 Let me go ahead then open it to the applicant.

24 MR. NAVARRO: Good evening, Mr. Chair,
25 congratulations. Board members, happy new year.

1 For the record, my name is Jorge Navarro with
2 offices at 333 Southeast Second Avenue. With me
3 this evening is my colleague, Ms. Devon Vickers,
4 and our project architect, Reinaldo Borges from
5 Borges & Associates.

6 It's my pleasure to be here before you this
7 evening to present this project. It is an
8 application that not only revitalizes a piece of
9 property that's been neglected and abandoned for
10 some time, but also furthers the city's initiative
11 which was recently done to improve abandoned and
12 foreclosed properties.

13 Many of you may be familiar with this property
14 at 601 Sunset Drive. It's a property that has made
15 the headlines for all the wrong reasons. It's been
16 in the news stories and articles and the topic of
17 various city's meetings due to the poor condition
18 of the home, several issues with squatters and
19 recent foreclosure proceedings. And I'd like to
20 just say for the record, that all of this happened
21 before my client purchased the property. We're
22 here before you this evening with clean hands.

23 But as a result of this and with the help of
24 your city attorney's office who did a fantastic job
25 throughout that process, the city commission and

1 the city attorney's office created a process where
2 they would go and make sure that these properties
3 that were going through the foreclosure process and
4 were being neglected by owners, that the bank had
5 some skin in the game, and they went after them and
6 made sure that they put liens, and they initiated
7 their own enforcement proceedings to make sure that
8 people would take care of these properties.

9 And as a result of this ordinance that was
10 passed, my client had the opportunity to purchase
11 this property, and since then he has cleaned it,
12 he's maintained it, he's brought it up to code, and
13 unfortunately due to all the issues that have
14 happened, the property's in very poor condition.
15 This is a property that was originally constructed
16 in the 1960s and it has structural issues and, you
17 know, due to the squatters the interior of the
18 property is no longer salvageable.

19 In lieu of this we have proposed to take this
20 very large site, it's currently 31,000 square feet,
21 so about seven-tenths of an acre, and we are
22 proposing to subdivide this lot into two
23 15,000-square foot lots with 100 feet of frontage.
24 And this condition, as you'll see, is the same
25 condition that exists all along the north side of

1 Sunset. This is only one of two properties that
2 have more than 20,000 square feet. The other one's
3 an institutional use. So it's the only single
4 family lot that has more than 20,000 square feet on
5 Sunset Drive that's comprised of six platted lots.
6 So this property actually has six underlying lots.

7 Our program, as you'll see here, is to combine
8 three of the lots, and three of the lots to create
9 two independent building sites, which is very
10 similar in size as to what you see in this
11 neighborhood.

12 The 15,000-square foot lots are larger than 85
13 percent of the lots within this neighborhood and
14 within this plat. So this is very compatible with
15 what's there. And in lieu of building one very
16 large home, a McMansion, we're proposing to build
17 two more modest homes which we believe are going to
18 be very consistent with the existing development
19 trend and also create that pattern of development
20 that you see along Sunset Drive.

21 With that I'd like to present Reinaldo so that
22 he can walk you through the plan. It's important
23 to highlight that these homes are being built fully
24 in compliant with your zoning code. We're not
25 asking for any rezoning, any variances. In fact,

1 we have less lot coverage and less building height
2 than would normally be allowed. And as Reinaldo
3 will discuss, we've gone through great efforts with
4 your planning and zoning director to make sure that
5 we're preserving onsite resources and maintaining
6 open space.

7 So with that I'll turn over the microphone to
8 Reinaldo and I'm here to answer any questions that
9 you may have.

10 MR. BORGES: Thank you, Jorge.

11 Reinaldo Borges, for the record, Borges &
12 Associates. I'm here with my partner, Alice
13 Dahbura, and the project architect, Luis Gabriel.

14 So I'll walk you briefly through the project
15 since it's a bit late in the day and then open it
16 for questions. I think both Ramon and Jorge gave
17 you already good insight into the project.

18 You know, we have by the nature of the
19 clarification here to design two very unique
20 residences that cannot be mirror images of each
21 other, same prototypes. So you can see that the
22 characteristic of the homes are quite different,
23 the spacing, the distancing, the conformity with
24 the setbacks.

25 We've also taken a very careful look at the

1 existing tree canopy scenario in the site. We
2 started with our arborist doing a very careful
3 report on the existing trees that we were to really
4 protect and preserve. The trees that you notice
5 with a dot where the trunk would be are the ones
6 that are really specimen trees that we're keeping,
7 and we basically have designed around these trees
8 to make sure that we are maintaining the distancing
9 from the root structure and make sure that those
10 trees remain very healthy. We also have a tree
11 protection plan that's been submitted already to
12 the city.

13 You will see that, you know, if you look at
14 the tree mitigation plan and preservation strategy
15 we're keeping everything that is really significant
16 from oak trees to gumbo limbos and such. There are
17 lot of palm trees that are really not worth
18 preserving and we're replanting a lot of new very
19 rich material. So the landscaping will really be
20 fantastic, you know, to really dress up these
21 homes.

22 You can see the massing here, the two houses
23 fronting Sunset. Wanted to make sure that both
24 houses would have their distinguished main
25 entrance, you know, fronting Sunset. There's a

1 very low wall really to provide a protective
2 barrier anticipating that these would be homes with
3 children and families and such. But as you know,
4 there's really no allowance for any significant
5 permanent wall around these homes.

6 There's a pool barrier issue related to code
7 and things like that that are also resolved.

8 And the two entrances to the garages are on
9 the side streets. You see the massing from the
10 opposite corner. And then, you know, they're four
11 bedroom homes, very flexible open spaces in the
12 ground floor, you know, service facilities for the
13 maids and, you know, home office that could be also
14 convertible to a guest room, bedrooms upstairs
15 primarily with a grand master bedroom suite.

16 We're also conforming to all the heights
17 associated with your codes, and we did receive our
18 preliminary approval from the Board of Architects,
19 and we'll come back for a final approval once these
20 plans get more detailed.

21 As you can see the extensive process to get to
22 this point to get this lot split is pretty
23 significant. The city is very careful to make sure
24 that this is done properly. These are the side
25 facades here, and the facades towards the rear.

1 Again, the houses are compatible in terms of
2 their language. They do have some stone applied to
3 them, nothing artificial, everything is going to be
4 natural materials. And we're still in that process
5 of process selecting all the final materials with
6 our client.

7 You saw the aerials and the parcel split.
8 Existing home, you've seen that already, and our
9 strategy for splitting the house.

10 So the sequential nature of this PDF that I'm
11 showing you now basically is repetitive because I'm
12 showing you two different homes, and in both cases
13 I wanted to show you the context of the two houses
14 together.

15 This is the plan of the second home that you
16 can see really is more of a courtyard house in a
17 way that really forms itself around the pool, and
18 the nature of the site kind of allowed for that
19 based on the placement of trees and so on.

20 And so you've got the four bedroom upstairs
21 with wonderful outdoor terraces and, you know, just
22 a lot of opportunities to enjoy this beautiful
23 neighborhood.

24 So, you know, with that -- and these are more
25 technical facade drawings.

1 I will probably leave it then open for
2 questions, if any. So that's the conclusion of my
3 presentation. Thank you.

4 MR. BEHAR: And that concludes your
5 presentation at this point?

6 MR. NAVARRO: Yes. Thank you, Mr. Chair.
7 That concludes our presentation. We're here to
8 answer any questions, and if possible, I'd like to
9 save a few minutes for rebuttal if needed.

10 Thank you very much.

11 MR. BEHAR: I'm going to go ahead at this
12 point open it up to the board. Julio, do you want
13 to start?

14 MR. COLLIER: Do we have anybody in the
15 audience?

16 MR. BEHAR: Sorry. Have you signed in?
17 Jill, can we call them up, please.

18 THE CLERK: Diane Landsberg.

19 MR. BEHAR: I think both work.

20 MS. LANDSBERG: Thank you. Hi. Good evening.
21 I've been a resident, I've lived in my home
22 for almost 50 years in the same house that's kind
23 of caddy-corner across from this place, and I'm
24 just here interested to know what's going up.

25 I did go to the neighborhood meeting. They

1 arrived late and I couldn't stay very long, so I
2 didn't hear everything that was going on with this
3 property and what they were planning to do, so
4 that's why when I did get the notice like ten days
5 ago, which from this -- for this meeting, I think,
6 so I'm just really here just to find out what's
7 really going on.

8 I personally don't like design because I don't
9 think it fits with the Old Gables, but that's just
10 me personally. It's irrelevant. That's just my
11 taste. But I'm really here just to find out what
12 is going on.

13 I understand as far as the design, I think
14 it's kind of strange that the front door is on
15 Sunset, but you don't -- I don't know how you get
16 into that front door, you know, because it's not
17 the front of the house really, it's designed like
18 that but it seems kind of strange to me. But,
19 again, that's a design thing.

20 So I'm just really here to see what's going on
21 in my neighborhood.

22 MR. BEHAR: And you feel comfortable that what
23 you heard today about what's going in your
24 neighborhood?

25 MS. LANDSBERG: I think that the houses are

1 too close together. I mean, I wouldn't want to
2 look out of my second story bedroom and see
3 something that's about where that TV is, you know I
4 wouldn't, you know, personally. You know, and
5 again that doesn't make sense to me.

6 But, you know, and most of the houses on that
7 side of the street are smaller than on the side
8 that I live on. But, you know, I'm just curious
9 where's the trash pit going to go? Because my, you
10 know, it's on Sunset, you know, is it going to be
11 on the side streets or something? Because you got
12 to consider that.

13 But, you know, just -- I really just want to
14 see what's going on. So I appreciate the
15 opportunity.

16 MS. ANDERSON: They may choose not to have a
17 trash pit too.

18 MS. LANDSBERG: Pardon?

19 MS. ANDERSON: They may choose to have their
20 landscaper taking it off and not have a trash pit.

21 MS. LANDSBERG: Yeah, I mean, they've talked
22 about the trees, and I'm all for saving all the
23 trees, you know, in that sense, so that's
24 important.

25 You know, but again, I built onto my house, I

1 built a pool and I know how important zoning is and
2 all of the steps, and I've been through this
3 process. So I know that it's quite lengthy with
4 everything, and we appreciate the idea.

5 I mean, I love living in the Gables because of
6 this management and ensuring that quality is built,
7 and consistency, and you know, safety in mind also
8 because of the hurricanes and the zoning and code
9 enforcement where it's gone. So I appreciate
10 everything that you do to really continue to keep
11 the value of our homes.

12 And I pay a lot of taxes, but not as much as
13 everyone else because I've lived there so long.

14 Thank you.

15 MR. BEHAR: Thank you. You're lucky.

16 Next speaker, please.

17 THE CLERK: Mark Leban.

18 I don't think he was sworn in.

19 MR. BEHAR: Could you swear him in.

20 THE COURT REPORTER: Yes, sir.

21 Please raise your right hand.

22 Do you swear to tell the truth, the whole
23 truth and nothing but the truth?

24 MR. LEBAN: Before I begin --

25 MR. BEHAR: Speak to the microphone, please.

1 MR. LEBAN: Could you show up there compatible
2 homes that you had up for a second or two?

3 MR. BORGES: The existing homes?

4 MR. LEBAN: The existing homes just to the
5 north. I think you had one.

6 MR. BEHAR: Speak to the microphone, if you
7 don't mind.

8 MR. LEBAN: I will.

9 I thought I saw one. You mentioned something
10 about the compatibility with the neighboring homes.

11 My name is Mark King Leban, I'm a retired
12 circuit judge. I've lived in 6916 Almansa Street,
13 three houses behind the east parcel for 35 years
14 this April.

15 I don't have a strong objection, I'll tell you
16 that. What's certainly an eyesore is what's there
17 now, and I commend any landowner who proposes to
18 enhance the neighborhood.

19 My comments though deal with a couple of
20 things that I heard here, and I just want to voice
21 my concern. This is a McMansion, two McMansions,
22 in my opinion, and it is not compatible, the design
23 itself, with the surrounding neighborhood with my
24 humble home at 6916. It reminds of a home that's
25 across the street on Sunset that I like to call the

1 public library. It actually looks like a, you
2 know, public facility which obviously passed muster
3 here. So I'm not saying we shouldn't have similar
4 homes, but it is not at all compatible with the
5 design that I saw with the homes that I've lived --
6 the home that I live in in my surrounding
7 neighborhood.

8 The mention was made of the foliage and the
9 existing trees. I would wonder what the people
10 immediately -- they're not here, I can't speak for
11 them, would say who live right behind each of those
12 parcels. Certainly the neighbor who lives directly
13 behind on the east side, two houses away from me
14 would be horrified to see this McMansion literally
15 ten feet in his backyard, but he's not here.

16 There was some denigration, if you will, of
17 palm trees. Palm trees are our life blood
18 everywhere in South Florida, including Coral
19 Gables. I have approximately 50 palms and other
20 varieties of palms in my home. But that's neither
21 here nor there because we don't have to have palms
22 to make a house beautiful.

23 My only objection is to the scale of it, and I
24 don't think that it's compatible with my
25 neighborhood, and I'm hoping something could be

1 done. I'm not saying to change it completely, but
2 to me it looks like it certainly isn't what George
3 Merrick had in mind.

4 Any questions?

5 MR. BEHAR: Okay. Thank you very much.

6 Any other speaker?

7 Okay. Then we're going to close the public
8 hearing. Let's get it to open up to the board.

9 Julio?

10 MR. GRABIEL: Mr. Borges, just a minor point,
11 you did not give your address when you addressed
12 the board.

13 MR. BORGES: Okay. So our offices are at 999
14 Brickell, Suite 700.

15 MR. GRABIEL: We don't miss anything.

16 MR. BORGES: City of Miami, 33131.

17 MR. GRABIEL: The trees, could you go through
18 the landscaping plan again. I wasn't sure if I
19 understood how much of the trees are staying.

20 MR. BORGES: So in your packages you have more
21 information on the landscaping, you actually even
22 have a planting list with all our trees being
23 planted, and there's a lot of specificity there.

24 The nature of this slide doesn't have a lot of
25 the high resolution to really identify all the

1 trees for you. But most of the ones with the red
2 dots are live oaks, and there's a also pretty
3 significant --

4 MS. ANDERSON: Which tab are you referring to
5 for the foliage and the tree list?

6 MR. BORGES: Well, we submitted the project by
7 sheets, not tabs.

8 MS. VELEZ: Tab 3.

9 MR. BEHAR: We're looking for the landscape
10 plan that you're referring to, right?

11 MR. GRABIEL: Yeah.

12 MS. VELEZ: I see under Tab 3 the existing --

13 MR. TRIAS: The survey, the survey is on
14 Tab 3, at the first page, and that survey has a
15 description of the existing trees.

16 MR. BORGES: Yeah, so the survey does describe
17 the existing trees, and then if you look at all the
18 L sheets, L-100, this starts -- this is our
19 disposition plan and that shows you the list of
20 trees, what is being removed, and what is being
21 kept.

22 MR. BEHAR: I don't see an L sheet on mine.

23 MR. TRIAS: If you keep going, the whole
24 package, the 11 by 17 that is folded --

25 MR. BORGES: Do you not have the L sheets?

1 MR. TRIAS: Some site plans that are --

2 MS. ANDERSON: L what?

3 MR. BORGES: It's L-100, L-200 and L-300.

4 MS. ANDERSON: I have some A dash numbers.

5 MR. BEHAR: I don't believe I have any L
6 drawings, landscape drawings in my package.

7 MS. ANDERSON: No. There's no large folded
8 sheets in mine with a prefix of L.

9 MR. TRIAS: I think you're correct, I think
10 that the landscape sheets were not included in the
11 submittal, however, the site plan does show some of
12 the trees.

13 MR. BORGES: I have them here, I could share
14 if you want to glance at them. Yes?

15 MR. BEHAR: Sure.

16 MS. ANDERSON: Yes.

17 MS. VELEZ: I'm looking at the survey under
18 Tab 3, and it does -- there are some very mature
19 trees on there, there's some oak trees with a
20 40-foot canopy and 25-foot height, 30-foot height.
21 Are those being maintained?

22 MR. BORGES: Yes.

23 MS. VELEZ: And there's a banyan, there's also
24 a large banyan with a 50-foot height.

25 MR. BORGES: Yes.

1 MR. TRIAS: Mr. Chairman, I think the
2 applicant forgot to include the L sheets on the
3 package you got. We do have it on file, and I
4 think they have it also for the presentation.

5 MR. BORGES: So, you know, it says normal now.
6 In most municipalities we start with a very careful
7 tree report with a certified arborist, and then we
8 work closely with a landscape architect to make
9 sure that we're keeping everything that's
10 significant.

11 And then we're planting. There are many, many
12 palm trees and other species that are being
13 planted. I mean, the whole landscape scheme is
14 going to be quite rich for this project. And in
15 these renderings that you see that we've shown the
16 two homes, they don't have all the trees in the
17 foreground because you wouldn't really see the
18 houses if we were to place those trees. You can
19 see those better in the plan that's on the screen
20 right now.

21 MR. GRABIEL: I like the project. I think
22 it's preferred to have two homes than allow one
23 extremely large home that would be allowed on that
24 site. And if it has followed every zoning
25 requirement and has been approved by the Board of

1 Architects I don't see any problem with this
2 project at all. I think it's actually an
3 improvement eliminating the driveway coming out on
4 Sunset, which you have right now, and can be a
5 problem with that street.

6 MR. BEHAR: Okay how about Alex?

7 MR. MANTECON: I mean, I think the project is
8 great. I think it's -- you know, I think with
9 relation to the neighborhood I think by right they
10 can build over 10,000 square feet, and instead --
11 which would be massive and really different from
12 the rest of the neighborhood to his concern.

13 I think, you know, the two smaller homes would
14 definitely be more compatible with the existing
15 neighborhood. And also, you know, I think the
16 traffic is an issue on Sunset and getting those
17 driveways off of Sunset I think is an important
18 factor as well, you know, backing people up as, you
19 know, people are coming in or out of the house, et
20 cetera.

21 You know, I think they've done a great job,
22 you know, with the amount of tree canopy,
23 maintaining everything that's going to be in there,
24 and, actually, it's refreshing to see how the
25 architecture actually goes around the existing tree

1 canopy as opposed to relocating or moving so many
2 trees. They're actually cognizant of it and
3 actually building the houses around what the tree
4 canopy permits.

5 MR. GRABIEL: I do have another question, if I
6 may?

7 MR. BEHAR: Go ahead.

8 MR. GRABIEL: I think one of the requirements
9 from staff is that you do not build more in the two
10 homes than it's allowed in a single home, and
11 that's -- if I read it right, maximum allowable in
12 the single lot would be 10,450, yet you're
13 proposing two houses of 5800 square feet which
14 would be more.

15 MR. BORGES: We're going to need to implement
16 a dietary plan as we move forward to final to the
17 Board of Architects.

18 MR. GRABIEL: So you are agreeing --

19 MR. BORGES: Yes, of course.

20 MR. GRABIEL: -- and conforming to homes of
21 5,225 --

22 MR. BORGES: Yeah.

23 MR. BEHAR: That is a staff condition.

24 MS. VELEZ: Yes.

25 MR. BORGES: Yes. And I think it's actually

1 in the code --

2 MR. TRIAS: Yeah, the conditional use process
3 is used for this request, and that is a typical
4 condition that is applied every time.

5 MR. BEHAR: Okay. Maria?

6 MS. VELEZ: I am usually opposed to lot
7 splits. I'm happy to see that this is a very large
8 lot and that the frontage is 100. I think it's
9 fine. So I have no objection on that end.

10 I do have a question. This house sits on
11 several of the lots, the existing house. Most
12 times when we have a house like this in the Gables
13 we have a decoration of restrictive covenant that
14 has been filed by the owner. Is that the situation
15 here? Do we have one here? And if so, how do we
16 get around that?

17 MR. NAVARRO: That's a very good question and
18 we've been working with staff on that. There's
19 actually two items. So normally when you create a
20 building site -- this house was built in the '60s,
21 this single family home was built in the '60s,
22 that's when building site is created and the unity
23 of title is done. In this particular case it's
24 very interesting. The unity of title was not until
25 almost 30-plus years later when they went to go do

1 a small patio addition.

2 MS. VELEZ: That's typical in these homes that
3 they're not there at the beginning, but when you do
4 make an addition, you are required to sign a unity
5 of title.

6 MR. NAVARRO: Correct. So the unity of title
7 was done at the time they did a small patio
8 addition, so it does not apply necessarily to the
9 principal structure.

10 MR. TRIAS: The question was, what is the
11 process to change it, and this is the process.

12 MS. VELEZ: What happened --

13 MR. TRIAS: This is the process. The process,
14 plan, zoning and commission approval of the
15 conditional use process for the building site
16 separation.

17 MS. VELEZ: So if we are to approve the lot
18 split we are in essence deleting and making nothing
19 of an existing covenant.

20 MR. TRIAS: Well, it has to be eliminated or
21 modified in a legal way, but the process to do it
22 is the process we're going through right now.

23 MS. VELEZ: But we would be deleting an
24 existing covenant?

25 MR. NAVARRO: Yeah, and at the point we will

1 come in and do two new unities unifying the three
2 lots that are going comprise the two new building
3 sites, and at that point we'll have two fresh
4 unities of title which are more in line with the
5 city's current language of the unities of title
6 which are much more restrictive than the one that
7 we have from the '80s.

8 MS. VELEZ: I think I would like to have had
9 that information in my packet. That's just my
10 comment on that.

11 Thank you.

12 MR. NAVARRO: We had a very long letter of
13 intent, that it was buried in there but...

14 MS. VELEZ: I think it's important that we're
15 aware that we're made aware of any restrictive
16 covenants that apply to any parcels that we are
17 dealing with, especially on a situation like this.

18 MS. ANDERSON: I was looking for it as well.
19 This mentions it, but we don't the language, we
20 don't a copy of it.

21 MS. VELEZ: Yeah. Many times we do get a copy
22 not only of the deed or the certificate of title,
23 like in this instance, but we have been supplied in
24 other situations with copies of covenants that
25 affect the property. I think that's vital to our

1 deliberations.
 2 MR. NAVARRO: Yeah, it took us some time to
 3 dust off that copy because of the distressed nature
 4 of this property. It's gone through several
 5 different many court proceedings so the title was
 6 not as clean when we got it. But we were able to
 7 finally dust it off and find it.

8 And the way it reads is it was from the '80s.

9 MR. TRIAS: So it should be included when it
 10 goes to the commission as the background material.

11 MR. COLLIER: Excuse me. I'm sorry. I didn't
 12 mean to interrupt you. Isn't it included in this
 13 notebook.

14 MR. NAVARRO: I think it's reference with
 15 recording book and page. It may not be attached,
 16 but it's part of the public record.

17 MR. BEHAR: Rhonda?

18 MS. ANDERSON: Yeah, I'll continue. I was
 19 just waiting for the copy of the tree plan to
 20 arrive.

21 MR. NAVARRO: I'm being told it's Tab 2 under
 22 statement of use so --

23 MS. ANDERSON: The covenant or the trees?

24 MR. NAVARRO: No, it's just the recording
 25 information for the covenant. But in the letter of

1 intent, Tab 2, you have the letter of intent we
 2 discussed, the compliance of the criteria, it's
 3 referenced in there.

4 MR. TRIAS: So if you could add the actual
 5 document --

6 MR. NAVARRO: Yeah.

7 MR. TRIAS: -- that would be very helpful.

8 MS. VELEZ: Thank you.

9 MS. ANDERSON: So for future submissions can
 10 we please have this included at the time so we can
 11 actually have an opportunity to study it.

12 MR. BORGES: Well, we submitted that as part
 13 of our submittal, right?

14 MR. TRIAS: Right. And I think that the
 15 applicant just forgot to include it --

16 MS. ANDERSON: Yeah, with the binders.

17 MR. TRIAS: -- and it's just not here.

18 MR. NAVARRO: The landscape drawings may have
 19 come separately.

20 MR. TRIAS: It's not here, Reinaldo, I'm sure
 21 you intended to include it, but it's just not here.

22 MR. BORGES: And also this is the one for
 23 house two.

24 MR. COLLIER: What page is the reference to on
 25 that?

1 MS. VELEZ: Page 5.

2 MR. COLLIER: Page 5.

3 MS. VELEZ: Uh-huh. I had actually marked it.

4 MS. ANDERSON: Although I said that I'd like
 5 to have this ahead of time, I do applaud the
 6 efforts have been made to preserve the specimen
 7 trees on the lot, and although palm trees I know
 8 are an important part of our canopy, when they need
 9 to be moved, I mean, you can donate them to folks
 10 that can use them if it's feasible to do so. It's
 11 not always feasible to do so. So I applaud your
 12 efforts in preserving this tree canopy as much as
 13 possible. I just ask that you take special note to
 14 the root systems as well on some of these trees.

15 There are specific ordinances now dealing with
 16 roots two inches of diameter and more that would
 17 have to be addressed with the city.

18 MR. BORGES: Yes, and we've been working with
 19 the city architect and that came up also during the
 20 Board of Architects process, and we're working
 21 carefully to make sure we conform to that.

22 MS. ANDERSON: And as far as the members of
 23 the audience that are talking about the building
 24 design and the architect itself, the Board of
 25 Architects would be the more appropriate venue to

1 express your concerns with the compatibility with
 2 the neighborhood as far as the architecture itself.
 3 As far as the diet plan for the square footage
 4 on this, is it the intent to give more of a setback
 5 in the rear on the adjacent properties or the side
 6 properties depending on which way you look at this
 7 lot?

8 MR. BORGES: So, look, in both houses we had
 9 designed them to be below the allowable FAR, so
 10 once we learned about this condition we really
 11 haven't had a chance to sit with our client and
 12 kind of work through that. But we would really
 13 reduce the house in a way that it doesn't lose any
 14 of its, you know, features and its qualities. In
 15 some cases it could add to the front, the front has
 16 some.

17 Like the pool, the one that has the courtyard
 18 and the pool in the courtyard format, we may add
 19 space to that. I mean, we really haven't studied
 20 that, so I don't have any clear idea of how we're
 21 going to reduce the square footage at the moment.

22 MS. ANDERSON: Right. I'm just responding to
 23 the resident's comment about the closeness to the
 24 adjacent home, and as homes get closer and closer
 25 together it does affect the quality of a

1 neighborhood.

2 MR. BORGES: Right. Yeah. I think she was

3 referring to the two houses side by side and the

4 distance between them, and what we had done already

5 as part of our process was that we increased that

6 setback. If you look at our site plan we have

7 actually increased the setback of one of the houses

8 to increase that space in between.

9 And if you look at the landscape plan, there's

10 a lot of landscape density in between the two

11 houses that are going to really create a sense of

12 privacy and lush tropical landscape in between the

13 two houses. So you really in most cases are not

14 going to see your neighbor. You're going to see a

15 lot of beautiful green outside your window.

16 MR. BEHAR: Is that also -- let me -- because

17 you're showing a couple of the oak trees, existing

18 oak trees that you're preserving, you had to move

19 the houses closer together, is that the reason you

20 did that?

21 MR. BORGES: Well, so in terms of the site --

22 MR. BEHAR: Because you see right now you see

23 the red dots that you have on both lots --

24 MR. BORGES: Yes.

25 MR. BEHAR: -- I guess that's -- I mean, I

1 would look at it one of the reasons they had to

2 come closer in the center.

3 MR. BORGES: Well, in a way not really because

4 that really created a challenge for the way we laid

5 out the pool and make sure we don't put a pool

6 right under a tree and things like that. So it

7 kind of affected the way we did the backyard design

8 on the house that we call House 2.

9 And then, you know, the other house, the trees

10 really affected the way we were working the schemes

11 out, you know, but I don't know that they really

12 compress, this is between the two houses, and we

13 actually exceeded that setback by about five feet

14 from what's required.

15 MR. NAVARRO: Yeah, normally you would require

16 a ten-foot interior side setback between the homes,

17 and we're almost I think at 30, right?

18 MR. BORGES: We have about 25 feet between the

19 houses on that side yard.

20 MS. ANDERSON: All right. I'm satisfied with

21 the project.

22 MR. BEHAR: I'm typically not in favor of lot

23 split, but I think this is a very compatible and a

24 very good, you know, request because I rather have

25 two houses that are going to be about 5200 square

1 feet than one house that's going to be 10,000

2 square feet. I think this is more in keep, and

3 more in character with the neighborhood.

4 The architecture, like Rhonda says,

5 unfortunately we don't have any restrictions on the

6 architecture, that's the Board of Architects, and

7 you've gone through the process, and they're the

8 one that are going to set forth, you know,

9 whatever.

10 I think you've done a great job trying to keep

11 the trees, which is important. I think those

12 canopy trees are going to be beautiful and, you

13 know, you're right, like you mentioned you're not

14 showing all the trees on the renderings because

15 otherwise it would take away. But I think that

16 once these houses are completed, however they look,

17 they're going to be great because you have

18 beautiful mature canopy trees on top of it.

19 So that's my...

20 With that I'll close it to the board. Do

21 we --

22 MR. GRABIEL: I'd like to make a motion?

23 MR. BEHAR: Okay. We have a motion.

24 MR. GRABIEL: A motion for approval. Somebody

25 mentioned that we want covenants to go to the

1 commission.

2 MS. VELEZ: Yes, the amendment on that when

3 you get to the second.

4 MR. GRABIEL: Okay. So with that pending

5 amendment I'll move for approval.

6 MR. MANTECON: I'll second the motion.

7 MR. BEHAR: And that's going to be based on

8 staff recommendation with the conditions that they

9 have?

10 MR. GRABIEL: Oh, yes, absolutely.

11 MS. VELEZ: Yes, and to make sure that we do

12 know that there is a restrictive covenant, although

13 it appears on the findings of fact that we

14 received, that that was satisfied, that there was

15 no restrictive covenant, there is in fact a

16 restrictive covenant, a unity of title on all six

17 parcels which would be eliminated by this house

18 split.

19 MR. TRIAS: The findings of fact don't says

20 exactly that. What they say is that a restrictive

21 covenant that would prevent a split. So I think

22 that's an important interpretation that needs to be

23 made by staff and also by you. However, the

24 information I agree should be provided.

25 MR. BEHAR: Okay. We have a motion, a second.

1 Can we please call the role?
 2 THE CLERK: Rhonda Anderson?
 3 MS. ANDERSON: Yes.
 4 THE CLERK: Julio Grabiell?
 5 MR. GRABIEL: Yes.
 6 THE CLERK: Alex Mantecon?
 7 MR. MANTECON: Yes.
 8 THE CLERK: Maria Velez?
 9 MS. VELEZ: Yes.
 10 THE CLERK: Robert Behar?
 11 MR. BEHAR: Yes.
 12 MR. BORGES: Thank you so much.
 13 MR. BEHAR: You're very welcome.
 14 MR. NAVARRO: Thank you very much, everyone.
 15 MR. BEHAR: All right. Do we have anything
 16 else on the agenda? Then we're going to make a
 17 motion to adjourn.
 18 MS. VELEZ: So moved.
 19 MR. GRABIEL: Second.
 20 MR. BEHAR: Thank you, everybody.
 21 MS. ANDERSON: Thank you.
 22 (The proceedings concluded at 7:49 p.m.)
 23
 24
 25

1 REPORTER'S CERTIFICATE
 2
 3 STATE OF FLORIDA
 4 COUNTY OF PALM BEACH
 5
 6 I, Jessica A. Donnelly, Florida Professional Reporter
 7 and Notary Public in and for the State of Florida at
 8 large, do hereby certify that I was authorized to and
 9 did report said meeting in stenotype; and that the
 10 foregoing pages, numbered from 1 to 97, inclusive, are a
 11 true and correct transcription of my shorthand notes of
 12 said meeting.
 13 I further certify that said meeting was taken at the
 14 time and place hereinabove set forth and that the taking
 15 of said meeting was commenced and completed as
 16 hereinabove set out.
 17 I further certify that I am not an attorney or
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 IN WITNESS WHEREOF, I have hereunto set my hand this
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Jessica A. Donnelly
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