

CITY OF CORAL GABLES
PLANNING AND ZONING BOARD MEETING
VERBATIM TRANSCRIPT
CORAL GABLES CITY COMMISSION CHAMBERS
405 BILTMORE WAY, CORAL GABLES, FLORIDA
WEDNESDAY, FEBRUARY 9, 2011, 6:05 P.M.

Board Members Present:

Tom Korge, Chairman
Eibi Aizenstat, Vice-Chairman
Robert Behar
Jack Coe
Jeffrey Flanagan
Pat Keon
Javier Salman

City Staff:

Eric Riel, Jr., Planning Director
Lourdes Alfonsin-Ruiz, Interim City Attorney
Jill Menendez, Administrative Assistant
Carmen Olazabal, Building & Zoning Director
Martha Salazar-Blanco, Zoning Official
Carlos Mindreau, City Architect

Also Present:

Laura Russo, Esq.

minutes to be approved.

MR. AIZENSTAT: You were excused --

CHAIRMAN KORGE: I wasn't present, but do we have a motion to approve the minutes?

MR. COE: So move, Mr. Chairman.

MR. SALMAN: Second.

CHAIRMAN KORGE: Any discussion, changes, corrections?

Hearing none, I'll call the roll.

MS. MENENDEZ: Robert Behar?

MR. BEHAR: Yes.

MS. MENENDEZ: Jack Coe?

MR. COE: Yes.

MS. MENENDEZ: Jeff Flanagan?

MR. FLANAGAN: Yes.

MS. MENENDEZ: Pat Keon?

MS. KEON: Yes.

MS. MENENDEZ: Javier Salman?

MR. SALMAN: Yes.

MS. MENENDEZ: Eibi Aizenstat?

MR. AIZENSTAT: Yes.

MS. MENENDEZ: Tom Korge?

CHAIRMAN KORGE: I was absent.

And the only item on our agenda today is a series of Zoning Code text amendment changes.

THEREUPON:

The following proceedings were had:

CHAIRMAN KORGE: Would you call the roll, please?

MS. MENENDEZ: Eibi Aizenstat?

MR. AIZENSTAT: Here.

MS. MENENDEZ: Robert Behar?

MR. BEHAR: Here.

MS. MENENDEZ: Jack Coe?

MR. COE: Here.

MS. MENENDEZ: Jeff Flanagan?

MR. FLANAGAN: Here.

MS. MENENDEZ: Pat Keon?

MS. KEON: Here.

MS. MENENDEZ: Javier Salman?

MR. SALMAN: Here.

MS. MENENDEZ: Tom Korge?

CHAIRMAN KORGE: Here.

We have one item on the agenda today, which is a series of Zoning Code text amendments.

MR. COE: Before we -- What about the minutes?

MR. SALMAN: Don't we approve the minutes?

CHAIRMAN KORGE: Oh, I'm sorry. I apologize. You're absolutely right. We have

How do you want to proceed with this?

MR. RIEL: I'd like to go through each one just briefly, and give an explanation.

As you indicated, Mr. Chair, this is an ordinance for basically 11 text amendments. These text amendments are a result of the continued review of the Zoning Code in light of the comprehensive rewrite that we completed in 2007. Building & Zoning Department, Planning, and Historic Preservation, as well as various Boards, the Board of Adjustment, Board of Architects, when projects come through, they make suggestions on Code changes.

So, basically, what we do is, we take those and evaluate them internally, and then we bring those forward to you.

This evening we have about 11 of them. You know, as time goes on, we'll be bringing some more, but these are the ones that, you know, have undergone review by both Building & Zoning and Historic Preservation, as well as the City Attorney's Office, and the City Attorney's Office is relative to review of the legal items, and I'll go through those on the agenda.

So we do have Building & Zoning personnel

1 here this evening, if you have any questions on
2 those architectural ones, but what I'd like to
3 do is just go through. I'm referring to the
4 large 11-by-17. I'll go through each of the
5 11, the 11 amendments, very briefly.

6 CHAIRMAN KORGE: Well, excuse me for
7 interrupting, but do we want to have questions
8 as he walks through each of the 11, or do you
9 want to hold off on the questions? Which
10 would --

11 MR. BEHAR: I think it would probably be
12 more advantageous to go -- as we go on, maybe
13 have a question, you know, otherwise we're
14 going to forget.

15 CHAIRMAN KORGE: Yeah. Okay.

16 MR. RIEL: Okay, I'll start off with Number
17 1. Amendment Number 1 is relative to Article
18 1. If you recall, pursuant to the old Zoning
19 Code -- I'm going to call it the archived
20 Zoning Code -- and new Zoning Code, there was a
21 transition period where if you came in under
22 the old rules, there was a transition period of
23 18 months. That period, obviously, has been
24 surpassed, so these regulations that were in
25 Section 108 are no longer needed, so they're

1 being removed.

2 The second part of Number 1 has to do with
3 the existing site-specific zoning regulations.

4 As you know, the City has existing
5 site-specific zoning regulations on various
6 parcels throughout the City, and they can range
7 from limitations on height to limitations on
8 setbacks. They go from, you know, types of
9 materials, all different aspects. The site
10 specific zoning regulations actually date back
11 to the original Zoning Code that was written in
12 1929, so obviously, that's carried forward for
13 the 80 plus years.

14 This is a clarification that -- There's
15 site-specific zoning regulations that deal with
16 the height on properties. This is a
17 clarification indicating that the Mediterranean
18 bonuses that are available are above and beyond
19 those heights, and this is what has been the
20 current practice since the inception of the
21 Zoning Code in 2007. It's just that, to
22 clarify it and to codify it, it's now being put
23 into the Code. So that's what this is.
24 Basically, this is a current practice and we're
25 just putting it in the Code.

1 MR. BEHAR: For those properties, the
2 site-specific guidelines will dictate what
3 not -- not anything else, whatever has been
4 site-specific will remain?

5 MR. RIEL: Yes. Yes. This only relates
6 to -- and in references that's provided in
7 Section 5-604, those are the bonus provisions
8 only. This does not deal with the setback --
9 well, it does deal with the setbacks issue, as
10 well, but to try to clarify, this just
11 basically says that the Mediterranean bonuses
12 are above and beyond the site specifics.

13 MR. BEHAR: Okay.

14 MR. RIEL: And that is in another part of
15 the Amendment Number 9, that you'll see later.

16 I'll move on to Number 2. Number 2 is --
17 The impetus for this is, basically, there's the
18 powers and duties for the City Commission, and
19 it kind of goes hand in hand with Amendment
20 Number 3, as well. As you know, we just
21 recently enacted the University Campus
22 District, the UCD district. That is a new
23 district and will replace the UMCAD. So, when
24 I went back and looked at replacing that into
25 the powers and duties, what I did is, I went

1 through the entire Code and looked at all the
2 applications that the Commission has authority
3 to review, as well as the Planning & Zoning
4 Board. So, basically, this is a clarification
5 and just references the sections in the Code in
6 terms of what the authority the Commission has,
7 and the Planning & Zoning Board, and that's
8 basically Amendments 2 and 3.

9 Some of them, you'll note -- like the site
10 plan was not listed, the conditional use. It
11 was more of just going back and forth and going
12 through the whole Code.

13 CHAIRMAN KORGE: Well, one that jumped out
14 at me was the Moratoria.

15 MR. RIEL: I'm sorry?

16 CHAIRMAN KORGE: Building Moratoria, you
17 deleted from the Commission and it only shows
18 up --

19 MR. RIEL: It's Moratorium. I utilized the
20 exact language that is in the Code. If you
21 look at Moratorium, that is actually how it is
22 detailed --

23 CHAIRMAN KORGE: It's not the language I'm
24 asking about. But the Commission did not have
25 authority to oppose the moratorium?

1 MR. RIEL: They did. They did.
 2 CHAIRMAN KORGE: Are we taking that away
 3 from the Commission?
 4 MR. RIEL: No, no, no.
 5 MR. AIZENSTAT: He moved it over to where
 6 it says Moratorium.
 7 MS. ALFONSIN-RUIZ: No, no, no, it's still
 8 there.
 9 MR. RIEL: It's still there.
 10 CHAIRMAN KORGE: Oh, I --
 11 MR. AIZENSTAT: He replaced it, according
 12 to the language.
 13 CHAIRMAN KORGE: No, you put it from -- as
 14 I understand this, you've taken it out of
 15 Section 2-101, and it now is in Section 2-201.
 16 MR. AIZENSTAT: No.
 17 MR. RIEL: No.
 18 MS. ALFONSIN-RUIZ: No.
 19 MR. COE: No.
 20 MR. AIZENSTAT: It's 3-7 on that one page.
 21 MR. COE: It's still in 101.
 22 MS. ALFONSIN-RUIZ: Mr. Chair, if you look
 23 on Page 3 --
 24 CHAIRMAN KORGE: Oh, I see.
 25 MS. ALFONSIN-RUIZ: -- they removed

1 Building Mortaria --
 2 CHAIRMAN KORGE: I got it.
 3 MS. ALFONSIN-RUIZ: -- and it's now under
 4 Moratorium.
 5 CHAIRMAN KORGE: Thank you.
 6 MR. RIEL: I guarantee you, none of the
 7 provisions have been removed.
 8 CHAIRMAN KORGE: Okay.
 9 MR. RIEL: This is only --
 10 CHAIRMAN KORGE: Thank you. I just didn't
 11 see that. Thank you very much.
 12 MR. RIEL: We're putting the right
 13 language. That same question came up, because
 14 we've called it Building Site Determination.
 15 That's not what it's called anymore. It's
 16 called a Separation/Establishment of a Building
 17 Site. So, basically, it's just the correct
 18 terminology.
 19 MR. AIZENSTAT: So you're basically
 20 clarifying everything, to --
 21 MR. RIEL: We're putting the correct terms
 22 in that was incorrect previously.
 23 The same thing with the Planning and Zoning
 24 Board Duties. It doesn't change your
 25 responsibilities at all, I guarantee you that.

1 MR. SALMAN: Through the Chair, for our
 2 legal counsel --
 3 These are all in alignment with the City
 4 Charter? There's no conflicts here between
 5 this document and the City Charter?
 6 MS. ALFONSIN-RUIZ: No.
 7 MR. SALMAN: Thank you.
 8 MR. RIEL: Reference Number 3, or Amendment
 9 Number 3, again, as a part of the University of
 10 Miami UCD district, we changed and created a
 11 new application. This provided us an
 12 opportunity to go back through and again put
 13 all the applications in, and I will tell you,
 14 there were some scrivener's errors in these --
 15 these provisions. This has undergone review by
 16 the Planning Department. The City Attorney's
 17 Office also looked at it, in terms of what
 18 Florida Statutes requirements are, as well as
 19 the Code requirements, and I also had outside
 20 legal counsel, as a courtesy, just review it,
 21 because they're familiar with it, and so it
 22 represents, hopefully, with the outside legal
 23 counsel and all the folks that looked at it --
 24 it should be correct.
 25 (Cell phone interruption)

1 CHAIRMAN KORGE: Sorry.
 2 MR. RIEL: And that basically goes all the
 3 way through, up until Page -- Let me go to Page
 4 9. It's the top of Page 9, in the middle.
 5 You'll notice, midway through the page,
 6 you'll see a strike-out, a whole paragraph
 7 regarding posting of property. If you read
 8 these regulations -- and these regulations have
 9 been in the Code for some time -- they are very
 10 specific in terms of where the sign needs to be
 11 located, 10 feet, 15 feet. I don't know anyone
 12 who posts the sign exactly 10 and 15 feet, so
 13 in my opinion, these provisions are ridiculous,
 14 so we've removed them. The property needs to
 15 be posted, and that's happened. I just -- As a
 16 technicality, I didn't want someone to come
 17 forward and say that, "Hey, the sign is not
 18 exactly 15 feet from the edge of the property
 19 line." So that's why we removed this. It
 20 doesn't, again, remove any requirements for the
 21 posting.
 22 MR. AIZENSTAT: Are you taking into
 23 account, for example, some homes which have the
 24 entrance on the one side of the street, they're
 25 on the corner, and the property could be on

1 another street abutting, also, that you're
2 making sure that it's placed where the front
3 entrance is?

4 MR. RIEL: On single-family homes, I mean,
5 in terms of the other departments, I believe
6 mostly they do one sign, but I can tell you, on
7 applications that come before this Board --
8 just, for instance, the University of Miami, we
9 had them post 35 signs, so --

10 MR. AIZENSTAT: Well, that's you being --
11 kindness.

12 MR. RIEL: Yeah, but typically, if it's a
13 large parcel, a corner parcel, for a lot split
14 or a separation of a building site, we give
15 them two or three signs. We actually go out
16 and check, to make sure they're still up.

17 MR. AIZENSTAT: You do check it?

18 MR. RIEL: Yeah, absolutely.

19 CHAIRMAN KORGE: So what you're saying is
20 that you're trying to make sure that everybody
21 has adequate notice.

22 MR. RIEL: Yes.

23 CHAIRMAN KORGE: Yeah.

24 MS. KEON: Right. So Number 3, then, you
25 feel, takes care of Number 4?

1 MR. RIEL: Yes.

2 Okay, moving on to Page 10, there's a new
3 Section D. As a part of the Comprehensive Plan
4 rewrite, one of the things we added, we added a
5 lot of goals and objectives in terms of making
6 sure that notice is provided, and also -- we've
7 been doing this for about two or three years
8 right now; we have asked applicants, when they
9 come through, to have a public informational
10 meeting with the neighborhood. This basically
11 codifies those provisions and the practice that
12 has been done for the past three years,
13 requiring an informational meeting, and
14 codifies in terms of what we expect from them:
15 Basically, attendance records; we ask for a
16 summary of the minutes; the meeting should be,
17 you know, conducted in a location convenient to
18 the property owners. So, basically, this new
19 Section D is just taking our internal Planning
20 Department procedures and codifying them. We
21 have not had -- I can just tell you, we have
22 not had any applicant that has not completed an
23 informational meeting, no matter what the size
24 of the application.

25 MR. AIZENSTAT: One of the gripes that I

1 have heard in the past when they've had these
2 meetings with the residents and so forth has
3 been, the times or the days that they have been
4 conducted could be when people, because for
5 some reason were away, or they chose a specific
6 day when not that many people would come. Are
7 we looking into that or taking that into
8 account?

9 MR. RIEL: No. I mean, I actually put in
10 here, I think it needs to be 14 days prior to
11 the Planning Board -- yeah, 14 days.

12 MR. AIZENSTAT: No, what I'm saying is,
13 some people -- I don't remember exactly what it
14 was for, but I remember that there was a
15 project that had a town meeting, and a lot of
16 the neighbors said that the meeting was held
17 during a time when the kids were on spring
18 break or so forth, or a lot of people were out
19 of town, or right -- at a certain time right
20 before a holiday or during a holiday. Are we
21 looking into that, so that issue --

22 MR. RIEL: I mean, we try to guide them. I
23 mean, I don't tell them when the meeting date
24 should be, but obviously, if we have knowledge
25 of that, you know, it's spring break, we'd try

1 to, you know, avoid those times, but --

2 MR. BEHAR: But I don't think we should be
3 telling, you know, the applicant to do it a
4 certain day. I mean, I think that is --

5 MR. RIEL: I'm more concerned to make sure
6 it just happens at least 14 days before the
7 Planning Board meeting. That's -- in that, you
8 know --

9 MR. BEHAR: Because you could be delaying
10 some -- you know, an application. If it's in
11 the summer, are we going to wait for the whole
12 summer to --

13 MR. AIZENSTAT: Well, I'm not saying --

14 MR. BEHAR: -- go through and --

15 MR. AIZENSTAT: I'm not saying for the
16 whole summer, but I'm talking about -- I can't
17 remember specifically what had happened, but
18 there was -- at one of the meetings, that a lot
19 of the applicants (sic) were stating that it
20 was a time when everybody was out of town, just
21 that exact date.

22 MR. BEHAR: If I recall, maybe it's that
23 school, up in the -- that came --

24 MR. AIZENSTAT: Gulliver?

25 MR. BEHAR: Gulliver.

1 MR. AIZENSTAT: Maybe.

2 MR. BEHAR: You know, but I think that, you
3 know, a reasonable time, but --

4 MR. RIEL: But just as an example, I mean,
5 in terms of having these neighborhood meetings,
6 what oftentimes happens is, the applicant will
7 meet with the homeowners' association or
8 another group of individuals, and there is a
9 number of meetings that happen, you know,
10 outside of this, because this is kind of to get
11 the word out and allow the applicant the
12 opportunity to present it.

13 I've been asked many times to attend these
14 meetings. We typically don't. We did at one
15 time, and unfortunately, by doing that, it
16 would end up being -- I ended up standing in
17 front, and so we monitor the meeting, but
18 that's basically what we do. It's an
19 opportunity for the applicant to present the
20 application to the public.

21 MR. BEHAR: I mean, I remember having a
22 meeting on a certain project that we did in our
23 office, and only five neighbors showed up, and
24 then we get, you know, "Oh, nobody notified
25 us." We notified the whole neighborhood, but,

1 you know, if you don't come to that meeting,
2 it's not the responsibility of the applicant to
3 go and do, you know, 10 meetings.

4 MR. AIZENSTAT: No, I agree with that.

5 CHAIRMAN KORGE: Eibi's point is, if the
6 meeting is at a time that's inconvenient for
7 everybody, then it's really not a meaningful
8 meeting. That's the point he's --

9 MR. BEHAR: But what is convenient and
10 inconvenient?

11 CHAIRMAN KORGE: Well, I mean, a Wednesday
12 at 3:00 p.m., when most people work, might be
13 inconvenient and not meaningful, as opposed to
14 Wednesday at 7:00 p.m., when everybody is off
15 work, just a hypothetical.

16 MR. BEHAR: I -- yeah, I understand.

17 CHAIRMAN KORGE: Yeah.

18 MR. AIZENSTAT: I think most of the
19 meetings, though, that I have seen have been at
20 night, and they have really not been so much
21 during the day. I think I'm more concerned
22 about it being during a time when maybe the
23 people that are introducing the project may
24 take advantage of a time period when somebody
25 might -- a large group might be out of town or

1 so forth.

2 MS. KEON: But there's a provision in here
3 that the Development Review Official may
4 require additional public information meetings
5 and notice for further input and dissemination
6 of information.

7 MR. RIEL: Yeah, there's that flexibility.

8 MS. KEON: So that's already in here, so I
9 think that if --

10 MR. AIZENSTAT: The flexibility is there?

11 MS. KEON: So I think that, you know, if
12 someone does that, if the developer or whoever
13 has the application does that, they can't just
14 say, "I had my meeting and I fulfilled the
15 requirement," because the Development Review
16 Official can still say, "But not adequately."

17 MR. RIEL: I'll tell you, in comparison to
18 other local governments, we do more than any
19 other --

20 MS. KEON: Right.

21 MR. RIEL: -- in terms of notice.

22 MS. KEON: But I think that still is --

23 MR. RIEL: And a lot of -- in fact, the
24 State, you know, as recently as last year,
25 was -- you know, with Amendment Four not

1 passing, looking at doing some additional
2 outreach and requiring this, basically, in the
3 growth management law. But it's just something
4 we've been doing, and I can tell you, all the
5 applicants that have come through, at least my
6 Department, the Planning Department, have
7 cooperated and done, you know, an extensive --
8 You know, in terms of notice, we've required
9 them to do an additional 500 feet; instead of a
10 thousand, 1,500, and they've had no problem
11 with that, so --

12 MR. AIZENSTAT: And you still have people
13 that come and tell you that they're not --

14 MR. RIEL: I think you're always going to
15 have that, no matter when you have the meeting,
16 but you have to understand, when an application
17 comes through, there's essentially four
18 meetings an individual can attend. You know,
19 there's a neighborhood meeting, the Planning
20 Board, and then two at the Commission. So
21 that's more than sufficient opportunity for
22 input, in my opinion.

23 Okay, moving on to 4, this is an amendment
24 to the PAD provisions. Largely, this amendment
25 is, if you look on the top of Page 11, right

1 now requests for major amendments -- and a
2 major amendment is basically something that
3 exceeds 20 percent of the guidelines -- are
4 only allowed to be done once in a 12-month
5 period. As you know, we only have two or three
6 PADs in the City. So, in my opinion, to limit
7 those to the ability of only one per 12-month,
8 I don't know what that accomplishes. You know,
9 we could have them come two or three times, if
10 they want to come through the process, it's not
11 a burden on Staff, so we've removed those
12 provisions.

13 And then the larger part of this amendment
14 is, when you have PADs that are under multiple
15 owners, the ability for -- if it's under
16 multiple owners, for one of those owners or one
17 or more of the owners to come in and amend the
18 parcel for which they own. There's not --
19 there's no provisions that allow that, and
20 these provisions allow that. And these
21 regulations were drafted by looking at what
22 other local governments do, as well as, we
23 worked with the City Attorney's Office.

24 So, if -- you know, this is just if one of
25 the, say, five owners wants to amend the

1 parcel, so -- the same provisions, though, if
2 they want to amend the entire thing, those
3 haven't changed. So this is just basically
4 providing that additional flexibility for, you
5 know, multiple owners in a PAD.

6 MS. KEON: Can I ask some questions about
7 that?

8 MR. RIEL: Sure.

9 MS. KEON: I have a -- I think I have a
10 little trouble understanding why that would be.
11 Why would an individual come in and approve --
12 or request a change to the portion that they
13 own while -- because the designation was given
14 as a PAD because of the use and because of the
15 size and for all of those reasons. So then why
16 could you have -- why would somebody come in
17 and be able to modify the amendment to a
18 previously approved PAD, if --

19 MR. RIEL: They might change the building
20 configuration. They might change the height of
21 the building. They might --

22 MS. KEON: But I don't understand why one
23 person would do that, as opposed to the whole.

24 MR. RIEL: Well, when you have -- The PAD
25 that -- you know, the largest PAD we have is

1 Old Spanish Village.

2 MR. SALMAN: Uh-huh.

3 MS. KEON: Right.

4 MR. RIEL: If you have a portion that's
5 owned by different owners --

6 MS. KEON: Right.

7 MR. RIEL: -- and they want to put up a
8 different structure that doesn't exceed the
9 square footage requirements for that parcel,
10 this allows them to do that.

11 MS. KEON: But why wouldn't -- Why wouldn't
12 they just do it as part of the PAD? Why, if we
13 have somebody --

14 MR. RIEL: Because then the other -- This
15 allows them to do it on their parcel.

16 MS. KEON: And what if the other people in
17 the ownership, maybe, are opposed to it or
18 whatever else? I mean, it's not -- I don't see
19 it as our job to settle their disputes for
20 them --

21 MR. RIEL: Right.

22 MS. KEON: -- but what I do see is that if
23 we approve a PAD, it's -- it's approved as a
24 unit, isn't it? So then why do you allow it to
25 be amended separately?

1 MR. RIEL: Well, it's approved as a unit,
2 but it might have, you know, two or more parts,
3 five parts. It might be -- a part might be
4 sold off, and that owner of the new part might
5 want to, you know, change the provisions.

6 MS. KEON: Right, but if they come in,
7 then, you know, I would think it opens up the
8 whole PAD to review.

9 MR. RIEL: Well, there's a requirement in
10 here to obviously notify the remaining owners.

11 MS. KEON: Well, I don't think it's a
12 matter of notifying them. I think it's a
13 matter of, from a planning perspective, it
14 opens up the whole development or the whole
15 project.

16 MR. RIEL: But if you look at the criteria,
17 it doesn't have any -- you know, it doesn't
18 remove the entitlements, it doesn't amend the
19 entitlements, it doesn't alter the PAD
20 development plan. I mean, there's --

21 MR. SALMAN: To go before us, he's got to
22 present evidence of good cause.

23 MR. RIEL: I mean, basically, what this
24 requires is, this requires that you go to the
25 Commission, and the Commission to say, "You can

1 file the application," and then you come back
2 through the process. It's basically an extra
3 step, for when you have that multiple ownership
4 issue.

5 MS. KEON: I know, and my -- you know, my
6 concern, from a planning perspective, is
7 whether it's a single ownership or it's
8 multiple ownership or whatever else, is
9 irrelevant to me. To me, from a planning
10 perspective, it is a parcel of land that you
11 have determined to have this designation, and
12 there are -- there are rights and privileges
13 that go with that designation. So, once that,
14 you know, it is dealt with as an entity, then I
15 don't understand how you can go back and break
16 it up so it's not an entity anymore. Now
17 it's -- for this review purpose, it's a -- you
18 know, has multiple owners, so now it doesn't --
19 it's not regarded as an entire -- in its -- you
20 know, as a unified parcel. Now it's -- now
21 it's being dealt with according to individual
22 ownership. It doesn't -- I don't know
23 specifically what effect that might have or
24 what might -- you know, what might come about
25 because of it. I just --

1 CHAIRMAN KORGE: Well, can I interrupt, and
2 maybe using an example --

3 MS. KEON: Yeah.

4 CHAIRMAN KORGE: -- that we've had before
5 of a planned area development, to see how it
6 would work through the system, let's take the
7 Bermuda Village, which is on Riviera and Ponce.

8 MS. KEON: Right.

9 CHAIRMAN KORGE: It was a very large parcel
10 of land, divided -- I mean, it was a Planned
11 Area Development, if I recall correctly, and I
12 suppose half of that parcel could -- after the
13 approval of the Planned Area Development, could
14 have been sold to another -- I assume it wasn't
15 one lot. It was -- It was several lots.

16 MR. RIEL: I don't remember.

17 CHAIRMAN KORGE: You don't remember?
18 Assume it was several lots. Can you sell
19 off --

20 MS. KEON: I think that they --

21 CHAIRMAN KORGE: -- sell off -- let's say
22 sell off a third of the lots on one side of the
23 parcel. The whole plan was for the whole --
24 The plan was approved for this whole parcel,
25 not for a portion of the parcel. So, if an

1 applicant came after buying a portion of the
2 parcel and said, "We want to develop it
3 differently," doesn't that open up, again, a
4 review of the portion that is already approved,
5 to see whether that portion has to be revised,
6 and if it has to be revised, don't they have
7 vested rights that would prevent the revision?

8 MR. RIEL: Yes, but allows the opportunity
9 for that owner to get his -- the foot in the
10 door and go through that process.

11 MR. BEHAR: But does it compromise the
12 approval of the whole --

13 MR. RIEL: Well, I mean, I can tell you --
14 well, it could, yes. Absolutely, it could.

15 MS. KEON: Yeah.

16 MR. RIEL: But when the owner comes
17 through, or when the new development scenario
18 comes through, our analysis would look at the
19 overall PAD. But if you look at this criteria,
20 it can't affect the entitlement. So, if it --
21 you know, if it affects the development rights
22 of the parcel, they're not going to be able to
23 do that, so --

24 MS. KEON: Well, I guess I don't understand
25 why this would be necessary. I mean, if the

1 people that have the PAD, just as UM or
2 whatever else, wants to come back, then they
3 can come back, but, you know, it comes back as
4 an amendment to the PAD.

5 MR. RIEL: But what happens is, when you
6 have pieces that are sold off and perhaps the
7 other property owners don't necessarily agree
8 with it, this at least provides them an
9 opportunity to move forward.

10 MR. BEHAR: I agree with you, and I think
11 it, in concept, is good except when it could
12 compromise the previous approval.

13 MS. KEON: Right.

14 MR. RIEL: And that's why it can't.

15 MR. SALMAN: That's why you have the
16 findings.

17 MR. RIEL: That's why I have the findings,
18 and that's what we worked with, with the City
19 Attorney's Office, and it -- not against --
20 Actually, this has been in process for about
21 six months. We've worked with Ms. Hernandez on
22 this, and basically, we did a lot of research
23 in terms of other local governments.

24 MR. SALMAN: Through the Chair, just for
25 the record, in answer to the question, Item

1 Number 2 of the findings says, "The request
2 does not adversely alter or materially change
3 the overall approved PAD development plan."
4 That's one of the findings that they have to
5 have, before they come back. So, yeah, it is
6 about --

7 MS. KEON: Yeah, but then that's coming --

8 MR. SALMAN: -- approving, keeping the
9 approval of the vested PAD in place, and it's
10 about manipulation within that approval that
11 they would be coming back for, for amendment,
12 some sort of a planimetric or -- and we saw
13 that with the Old Spanish Village, where they
14 moved the road, and then moved it back, you
15 know.

16 MR. COE: Exactly. Exactly.

17 MR. SALMAN: And that was more than 20
18 percent, because they had a change in their
19 development plan that --

20 MR. BEHAR: Yeah, but that's one owner, one
21 applicant.

22 CHAIRMAN KORGE: Right.

23 MR. BEHAR: Not multiple applicants.

24 MR. COE: This is multiple, though.

25 MR. SALMAN: I understand. I understand.

1 MR. BEHAR: And that's the difference. I
2 mean --

3 MR. COE: It's a similar concept.

4 MR. SALMAN: It's a similar concept.

5 MR. BEHAR: Yeah.

6 MS. KEON: I really have a problem with it
7 being multiple. I mean, I don't care if
8 multiple people own it. I --

9 MR. BEHAR: I don't have a problem with
10 multiple. I just don't want it to compromise
11 the -- you know, the other, the original
12 approval. I think it's a good idea to have the
13 flexibility to have multiple owners have the
14 opportunity --

15 MR. COE: But the findings take care of
16 that.

17 MS. KEON: Absolutely --

18 MR. AIZENSTAT: But the findings --

19 MR. COE: The findings take care of that.

20 MS. ALFONSIN-RUIZ: The findings take care
21 of that. It says that it's the applicant's
22 burden of proof.

23 MR. COE: Right.

24 MS. ALFONSIN-RUIZ: And if these four
25 findings are not there --

1 MR. SALMAN: They don't come here.

2 MS. ALFONSIN-RUIZ: -- all of them, then
3 they can't go forward.

4 MS. KEON: But -- but the Planned Area
5 Development -- If the remaining parcel that's
6 left still meets all of the requirements for a
7 PAD and is subject still to all of the
8 conditions that were set forth and everything
9 else, then it's not a problem.

10 MR. COE: Right.

11 MS. KEON: But if there is a benefit to the
12 property owners for it being a PAD, when it no
13 longer meets those -- the same requirements
14 that it would have originally, then I don't
15 think you should go back in and do it.

16 MR. BEHAR: No, but it's not --

17 MS. ALFONSIN-RUIZ: But it says -- the
18 Finding Number 2 specifically addresses that.

19 MR. COE: Yeah.

20 MS. ALFONSIN-RUIZ: It says, "The request
21 does not adversely alter or materially change
22 the overall approved PAD development plan."

23 MR. BEHAR: And Number 1 does, too, I mean.

24 MS. ALFONSIN-RUIZ: And Number 1 says you
25 cannot remove the development rights of the

1 other owners.

2 MR. BEHAR: But, you know, what it does,
3 which is good, it gives the flexibility to one
4 of the owners that is no longer in agreement
5 with the PAD approval, pull it out.

6 MR. COE: It corrects a hole. I thought
7 before you didn't have this, and it was
8 deficient. See, this solves a problem that's
9 been pre-existing. I think it's fine.

10 MS. KEON: All right.

11 MR. RIEL: Okay?

12 MS. KEON: Yeah.

13 MR. RIEL: Move on to Number 5?

14 Number 5 is probably more of a
15 clarification. If you read the way -- The Code
16 says, very specific, "The appeal shall be
17 considered by the Board of Adjustment or
18 Historic Preservation within 14 days." That's
19 been difficult sometimes, so basically we put
20 at the next available meeting after the
21 required advertising has been completed. It's
22 just unrealistic, because actually, the
23 advertising is 10 days before the 14 days.
24 There's not much time in there to do the
25 notice, so that kind of --

1 MR. BEHAR: That was good.

2 MR. RIEL: -- clarifies and provides. It
3 still moves the item forward, but I believe
4 this is more realistic.

5 Amendment Number 6, these are changes to
6 the MXD provisions. On Table 1, E10 and E11
7 kind of go hand in hand. There's a requirement
8 that 50 percent of the linear street frontage
9 shall include retail uses, and then Number 11
10 has to do with basically the second -- what
11 I'll call the secondary street or side street,
12 as previously referenced.

13 The intent of the MXD, when this came
14 through and -- the two times it came through,
15 both as the MXD, as well as with the Zoning
16 Code rewrite, as well as with the Mediterranean
17 bonus provisions, was to allow uses on the
18 ground floor that I'll call -- that encourage
19 pedestrian activity or vibrancy, what I'll call
20 animation on the street. This was only limited
21 to retail sales and service, but the intent at
22 that time was to allow restaurant and public
23 realm, because those are activities. So this
24 clarifies those provisions and also defines
25 primary and secondary streets.

1 I'll tell you, these definitions, primary
2 and secondary, only apply to these provisions,
3 because the way our Code was written over the
4 number of years, in terms of what we call the
5 street frontage and whatnot, that's why we
6 clarified primary street, meaning a major
7 street that is basically arterial, and a
8 secondary street is an abutting street which
9 carries traffic to the primary street system.
10 So this kind of --

11 CHAIRMAN KORGE: In that regard, let me ask
12 you a real simple question. Since we are not
13 going to have any new streets in Coral Gables,
14 probably ever -- maybe the new Spanish Village
15 would have -- or Old Spanish Village might have
16 one or two new ones, but that aside, is there
17 some way you could identify all the primary
18 streets, for --

19 MR. BEHAR: No, you can't, I don't think.

20 CHAIRMAN KORGE: Administratively?

21 MR. RIEL: No -- We could, but the problem
22 is, the County has identified them as a
23 different classification.

24 CHAIRMAN KORGE: Oh, there's a place where
25 you could find it?

1 MR. RIEL: Yeah, I mean, each --

2 MS. KEON: Yeah.

3 MR. RIEL: If you look at the way, you
4 know, the street systems --

5 MR. BEHAR: The traffic pattern will
6 dictate pretty much --

7 MR. COE: It's a County preemption, so --

8 MS. KEON: That's their --

9 CHAIRMAN KORGE: No, I understand, but --

10 MS. KEON: That's their --

11 CHAIRMAN KORGE: -- is there -- if somebody
12 wants to know what they --

13 MR. FLANAGAN: The Zoning Code is not a
14 County preemption.

15 CHAIRMAN KORGE: Let me just ask the
16 question simply. I want to know which street
17 is the primary street. How do I find out
18 easily? Is there a list of primary streets
19 from the County?

20 MR. RIEL: They're basically called
21 arterials and collectors.

22 MR. BEHAR: Arterials and collectors.

23 MR. COE: Right.

24 MR. RIEL: But then each county and each
25 city has a different name. They might call it

1 a major arterial, a minor arterial, local
2 collector, neighborhood collector. So, I mean,
3 no, there's not a map that shows what the City
4 of Coral Gables definition of what a collector
5 or an arterial is. We rely on the County's
6 regulations, and then the regulations, I
7 believe, it's where the front lots are
8 oriented. That's the way it is in the City
9 Code.

10 MR. BEHAR: Well, I mean, for example,
11 here, LeJeune Road is the primary, but the back
12 street is secondary.

13 CHAIRMAN KORGE: No, I kind of got the gist
14 of it --

15 MR. COE: But Coral Way is --

16 CHAIRMAN KORGE: -- but, I mean, it's --
17 Now you're telling me -- I'm just pointing out
18 something. You're telling me that, really,
19 what we would do is go to look what the County
20 has designated, but that doesn't say that in
21 here, and how do you figure that out? Unless
22 you have been doing this all your life, how are
23 you going to know this? You're a person that's
24 making an application -- Do you know what I'm
25 saying?

1 MR. FLANAGAN: And I agree with Tom. I
2 think some sort of definition of either primary
3 and major -- or major ought to be -- yeah, I
4 know we can all say LeJeune is and the Mile is,
5 but what is Segovia?

6 MR. COE: Secondary.

7 MR. FLANAGAN: Some people may think it's
8 primary.

9 MR. COE: Secondary.

10 MR. FLANAGAN: Says who?

11 MR. BEHAR: But look at the traffic
12 pattern. I mean, you could do -- I mean, it's
13 really -- I think you're going to have -- I
14 think that -- really, I think that the way
15 they're doing it is good, because you do have
16 certain primary and certain secondary that are
17 established just by even the basic traffic
18 patterns.

19 MR. COE: Any State Road is going to be a
20 primary.

21 MR. FLANAGAN: But it's not defined
22 anywhere.

23 MR. RIEL: Well, no, the definitions,
24 there's no definition of a primary street and
25 secondary street in the Zoning Code. This puts

1 MR. RIEL: No.

2 CHAIRMAN KORGE: And you said no. Then you
3 said that, "But the County does," so I said,
4 "Where would you find in it the County," and
5 you said, "Well, you really don't find it in
6 the County, everybody has different names."

7 My point is that there's something wrong
8 with the way you've defined it. My point is,
9 when somebody sits down, when the rubber hits
10 the road, and has to make this determination,
11 how are they going to be comfortable knowing
12 what the right answer is?

13 MR. RIEL: There's -- Let me just, as an
14 example, for the County collector, there's no
15 provisions in the Code that say a retail use
16 has to face a collector. That language is not
17 utilized in the Code. There's not a definition
18 for collector.

19 MR. COE: You see, you shouldn't have put
20 it in here. You've created confusion.

21 MR. BEHAR: No, I don't think so.

22 MR. RIEL: I'll tell you, this was the one
23 that was debated the most amongst Staff, and to
24 come up with -- I can go to 15 different zoning
25 codes and find a different definition for a

1 that definition in, and these provisions only
2 provide primary and secondary. There's not
3 another reference in the Code that says your
4 house has to face a primary street.

5 MR. FLANAGAN: But do we --

6 MR. RIEL: This is the only place that --

7 CHAIRMAN KORGE: No, I understood that.

8 MR. FLANAGAN: Do we define major or minor?

9 MR. BEHAR: And this is only for the retail
10 frontage, you know, so --

11 MR. COE: Exactly.

12 MR. BEHAR: You're got to put a retail
13 frontage on a secondary street or --

14 CHAIRMAN KORGE: It's a requirement for
15 that. That's the point.

16 MS. KEON: You're required to.

17 CHAIRMAN KORGE: You're required to, so --

18 MR. BEHAR: But lesser, not as much.

19 CHAIRMAN KORGE: Right, no, I don't have a
20 problem with the requirements. I really don't
21 even have a significant problem with the
22 definition. What I'm asking you is a little
23 different. First I asked, you know, do we have
24 streets clearly identified as primary or
25 secondary?

1 primary street.

2 MR. COE: It's even more complicated
3 because the State DOT has its own definitions
4 of primary and secondary which are not
5 necessarily in sync with Metropolitan Dade
6 County.

7 CHAIRMAN KORGE: Right, and my point -- my
8 point is really simple. This is fine with me,
9 but then let's make it clear that this is not
10 going to be overridden by some other
11 definition, because this definition is the
12 definition you want to use.

13 MR. COE: It's the only definition in the
14 Code, right?

15 MR. RIEL: Yes.

16 MR. COE: Okay.

17 MR. FLANAGAN: But it's not defined. It
18 says primary means major, and we don't define
19 major anywhere else.

20 MR. COE: That's the definition. It means
21 major.

22 MR. SALMAN: A major street is --

23 MS. KEON: But major could be a --

24 MR. FLANAGAN: I think Segovia is major.
25 You think it's minor.

1 MR. SALMAN: I think the point here is that
2 they're saying major -- excuse me, through the
3 Chair -- a primary street means a major street
4 of considerable continuity, which means
5 continuity within the City, within the County,
6 within the State. And by --

7 MR. COE: Write that in.

8 MR. SALMAN: If you can determine the
9 continuity of it, that will set your primary
10 and secondary. Obviously, Segovia doesn't
11 extend --

12 MR. COE: Well, that's what --

13 MR. SALMAN: -- or carry as much
14 continuity.

15 MR. COE: That's correct. You could write
16 that in, I suppose.

17 MR. SALMAN: I think this is correct.

18 MR. COE: Why don't you just write that in,
19 as a definition, so everybody can see a
20 definition?

21 MR. RIEL: For instance, on the Segovia
22 question, we would go to how the County
23 clarifies it, you know, is it an arterial or
24 collector.

25 CHAIRMAN KORGE: There's no mixed use on

1 Segovia, is there? There's no overlay.

2 MR. RIEL: No, I'm just using it as an
3 example.

4 CHAIRMAN KORGE: Well, wait. Let's go
5 back a second. Let's try to make it--

6 MR. BEHAR: Come on, Jeff, you created it,
7 buddy.

8 CHAIRMAN KORGE: Let's try to make it
9 simple.

10 MR. FLANAGAN: I didn't start the
11 questioning.

12 CHAIRMAN KORGE: We have specific overlay
13 districts, MDX districts, right? Can't you
14 just identify them by name?

15 MR. RIEL: No, because you can do a
16 mixed-use building anywhere in the commercial
17 district.

18 MR. COE: Maybe we should have a little tag
19 for each street in the City, whether it's
20 secondary or primary. Then everybody would
21 know.

22 MR. RIEL: I wish we had that luxury, but I
23 don't think that will happen.

24 MR. COE: Until the County or the State
25 change their definition --

1 MR. BEHAR: Let me ask a question, for the
2 City Attorney.

3 Madam Attorney, do you feel this is clear
4 enough or --

5 MS. ALFONSIN-RUIZ: Primary street, if you
6 go on through the entire definition of what
7 that is, it says it's a major street of
8 considerable continuity which serves or is
9 intended to serve as a major traffic artery
10 connecting large areas of the community, as
11 opposed to a secondary street, which means a
12 street used to access abutting properties that
13 carry traffic into the primary street system.
14 And I think it deals with the traffic.

15 MR. SALMAN: Black and white, clear.

16 MS. ALFONSIN-RUIZ: It deals with the
17 traffic, and major traffic.

18 MR. BEHAR: We, the architects, understand
19 it. I don't know why.

20 MR. SALMAN: And ultimately, in this --
21 again, through the Chair -- ultimately,
22 we're going to be going to the official,
23 through the Planning and Zoning Director, to
24 make sure that -- and he's going to be the
25 ultimate arbiter as to which is which, and it's

1 going to change over time, because I've seen
2 them change. So, to codify them by plan is
3 going to create a greater problem than the
4 definitions that I see them put forth right
5 here, in my opinion.

6 MR. COE: You're probably right.

7 MR. BEHAR: I tend to agree with
8 Mr. Salman.

9 I think you put it correctly.

10 MR. COE: I think Jeff raised it.

11 MR. BEHAR: Troublemaker over there.

12 MR. FLANAGAN: I just think it's easier to
13 either come up with a definition or name them.

14 MR. BEHAR: You're confusing the --

15 MR. SALMAN: This is the definition, Jeff.

16 MR. FLANAGAN: I know.

17 MR. SALMAN: It's within the codification,
18 the definition --

19 MR. FLANAGAN: That definition is a
20 lawyer's dream

21 MR. RIEL: But I'll tell you, zoning codes
22 are meant to be interpreted, so you can't, you
23 know, write provisions that deal with
24 everything, so I mean, that's -- This, I can
25 tell you, clarifies this provision, much more

1 than -- and that's why this is before you
2 today.

3 MR. SALMAN: Can we accept this as a step
4 of betterment from where we were? Jeff?

5 MR. COE: The County DOT probably has an
6 index of all of those roads.

7 MR. FLANAGAN: I didn't start the
8 questioning.

9 MR. RIEL: Okay, we're going to move on to
10 the next one.

11 MR. FLANAGAN: Geez.

12 MR. BEHAR: Yes, they have the collectors
13 and arterials.

14 MR. COE: Yeah, well --

15 MR. RIEL: Under 6-15 -- and I'm going to
16 ask Carlos Mindreau to help me on this one --
17 this has to do with the requirement of vertical
18 building setbacks. This is a current
19 requirement in the Code, and the limitation
20 right now is three floors or 45 feet. So what
21 we're doing is removing the floor provisions
22 and also clarifying that it's a vertical
23 building setback, with the additional
24 language, that it requires entire Board of
25 Architects review. So, basically, this is more

1 of a clarification than to remove that
2 three-floor requirement. So it allows
3 flexibility that perhaps you can get a fourth
4 floor in.

5 Number 7. 7 was -- this has to do with
6 boat and boat trailers. This does not change
7 the provisions. They're still required to be
8 placed in the same location, interior side and
9 rear yard.

10 CHAIRMAN KORGE: I'm sorry, let me just ask
11 a real quick question. On the entire Board of
12 Architects review, does that mean every member
13 of the Board of Architects has to be present
14 when it's reviewed, or does it mean that the
15 whole Board is called and a quorum --

16 MR. RIEL: It means a quorum.

17 MR. MINDREAU: A quorum.

18 MR. FLANAGAN: You say here, the entire.

19 CHAIRMAN KORGE: You might want to slip in
20 there, "a quorum of the entire Board."

21 MR. FLANAGAN: Yeah.

22 MR. RIEL: Full Board is defined as a
23 quorum in the Board of Architects section.

24 CHAIRMAN KORGE: Okay. Thank you.

25 MR. RIEL: Boats and trailers. This has to

1 do with the parking surface -- This is a
2 question that actually came from the
3 Commission. You recall, we did an amendment to
4 the Zoning Code regarding driveways in the
5 single-family. The question came up in terms
6 of, are these parking surfaces for boats and
7 trailers required to be improved or unimproved?
8 It can be either/or, and this is the current
9 practice in the interpretation of the Code
10 Enforcement and the Building & Zoning
11 Department.

12 MR. COE: And on grass, on someone's lawn
13 is considered unimproved?

14 MR. RIEL: Yes.

15 MR. COE: Okay, because in the past, that
16 was a Code violation.

17 MR. FLANAGAN: But remember, you can't park
18 your car in your front yard.

19 MR. BEHAR: How about a pickup?

20 MR. FLANAGAN: I can park it on the street
21 swale, but not in my front yard.

22 MR. SALMAN: Not the front yard; we're
23 talking about the side yard.

24 MR. RIEL: Okay, we're going to move on to
25 the next one.

1 MR. SALMAN: Troublemaker.

2 MR. RIEL: 8. 8 has to do with ATMs.
3 Right now, the Code does not allow ATMs to have
4 signage. Basically, this provides for the
5 provision -- I mean, if you go to an ATM now,
6 you'll find most of them have signage. This
7 provides a limitation of two square feet and
8 indicates that it can't be internally
9 illuminated. So there's basically no
10 provisions right now. Basically, how they've
11 been granted in the past is either through a
12 site plan review or another meeting. This
13 basically clarifies it, and the two feet is
14 pretty much kind of the middle of the range of
15 what other local governments do. They range
16 anywhere from one to four square feet.

17 MR. FLANAGAN: Do we need to make sure that
18 it's only for on site?

19 MR. RIEL: We'll say "on site."

20 MR. FLANAGAN: Have like no -- I put
21 noncommercial, but that wouldn't be correct. I
22 mean, it can't be for any off-site advertising
23 or any signage related to anything --

24 MR. RIEL: Right --

25 MR. FLANAGAN: -- not pertaining to that

1 ATM.

2 MR. RIEL: You mean, that --

3 MR. SALMAN: "Shall not serve as the
4 singularly dominant feature on the site or as a
5 sign or an attention-device." Right here.

6 MR. FLANAGAN: No, that doesn't deal with
7 the sign. I just wouldn't want a bank to use
8 it to advertise or -- I guess advertise some
9 other product or some other business or
10 something not dealing directly with that ATM or
11 that bank. That's all.

12 MR. RIEL: We can clarify it to say that --
13 shall include only a banking name or the -- we
14 can do that, banking institution.

15 MR. FLANAGAN: No, I don't mean to limit
16 it, just -- I don't know that a bank would go
17 advertising some other business, but I wouldn't
18 want them to be using it as some sort of
19 outdoor signage or mini little billboard.

20 MR. RIEL: I mean, typically, it's the sign
21 that's right above the ATM.

22 MR. FLANAGAN: Right.

23 MR. RIEL: Most of us don't even notice
24 it --

25 MR. FLANAGAN: Okay.

1 MR. RIEL: -- honestly.

2 MS. KEON: Well, look at Merrick Park.
3 There's ATMs at Merrick Park. Do they have
4 anything on them, other than ATM?

5 MR. RIEL: I'm not familiar, but most of
6 them just have a bank name and then they
7 have -- you know. Most of them have gone to
8 their automated screens where they have their
9 advertising on a screen, so --

10 Number 9 is -- again, this is another
11 section that just clarifies the Mediterranean
12 bonuses are above and beyond the site
13 specifics, so this is an additional section
14 which references site-specifics. So this just
15 puts it in another section, to make sure that
16 the reader, depending on which section they go
17 to, they understand.

18 Number 10, this is an amendment that came
19 from, actually, the Board of Architects. This
20 was not looked at, as a part of the Zoning Code
21 rewrite, and as I understand it, there have
22 been materials for exterior walls that are --
23 regarding wood, other types and species of wood
24 that have been presented to the Board and the
25 City Architect, and the Board has not been able

1 to approve those because it's not specifically
2 on this list. So this allows the flexibility
3 for the entire Board to allow for new products,
4 and if you go over to Page 16D, you'll see,
5 there's criteria for granting approval of that
6 actual new material, and then there's also the
7 provision in there that they may revoke it at
8 any time.

9 And then 11. 11 -- Amendment 11 is purely
10 a scrivener's error. It's supposed to be 25
11 feet instead of two.

12 CHAIRMAN KORGE: Well, should we open it
13 for any public comment?

14 Laura, do you have anything? No comment?

15 MS. RUSSO: No.

16 CHAIRMAN KORGE: I'll open it for
17 discussion or a motion.

18 MR. BEHAR: Motion to approve.

19 MR. COE: Second.

20 CHAIRMAN KORGE: A motion to approve,
21 seconded. Any discussion on the motion?

22 MR. FLANAGAN: I've got a couple questions.
23 Sorry. On Number 6, on the mixed-use district,
24 Page 13, Number 15, we're talking about the
25 vertical building setback. I'm wondering if

1 we should include -- It says, "A vertical
2 building setback of a minimum of 10 feet shall
3 be provided at a maximum height of 45 feet."
4 Should we say that it shall be provided
5 commencing at a maximum height of 45 feet?

6 MR. RIEL: It must be up to.

7 MR. COE: Up to.

8 MR. RIEL: Up to.

9 MR. FLANAGAN: Up to 45 feet?

10 MR. COE: You don't want to commence at 45.

11 MR. FLANAGAN: Yeah, I was misunderstanding
12 it.

13 MR. COE: Okay.

14 MR. FLANAGAN: Thank you.

15 MR. COE: You'd be above it.

16 MR. BEHAR: That would be good, though.

17 MR. FLANAGAN: Back to Page 11, the PAD.
18 Subsection A, Intent, where it says, "multiple
19 owners of a total material parcel," I just
20 didn't understand. I got multiple owners.
21 It's the total material parcel that confused
22 me.

23 MR. COE: Where are you reading?

24 MR. FLANAGAN: Subsection A.

25 MS. ALFONSIN-RUIZ: Section A, the Intent.

1 MR. COE: A?
 2 MR. FLANAGAN: Under the PAD, Intent.
 3 MR. COE: Oh, okay.
 4 MR. SALMAN: Material parcel.
 5 MR. RIEL: We can put total PAD parcel.
 6 MR. SALMAN: That would work.
 7 MR. RIEL: That's the intent.
 8 MR. FLANAGAN: Okay.
 9 MR. RIEL: We'll put PAD. That clarifies
 10 it.
 11 MR. FLANAGAN: Total PAD parcel?
 12 MR. RIEL: Yeah.
 13 MR. FLANAGAN: Okay, and then under B,
 14 Applicability, anyone who owns 20 percent of
 15 the land within an approved and unexpired PAD
 16 may be allowed to file an app?
 17 MR. RIEL: Right.
 18 MR. FLANAGAN: Should it say that they are
 19 allowed to file or may file? It says, "may be
 20 allowed."
 21 MR. SALMAN: It's only allowed to be filed
 22 if it shows the findings.
 23 MR. COE: "May be" means "has a right to."
 24 CHAIRMAN KORGE: It should just be "may
 25 file."

1 MR. FLANAGAN: But it says "may be
 2 allowed."
 3 MR. BEHAR: "May be allowed."
 4 "Shall have the right."
 5 CHAIRMAN KORGE: It should say "may file."
 6 MR. COE: "Shall have the right."
 7 MS. KEON: May file?
 8 MR. COE: "Shall have the right," yeah.
 9 CHAIRMAN KORGE: Just say "may file."
 10 MR. RIEL: "May file," okay.
 11 MR. COE: We'll accept that friendly
 12 amendment.
 13 MR. FLANAGAN: Thank you. Subsection C,
 14 Findings, Number 1, "The request does not
 15 remove the development rights." I wondered if
 16 it shouldn't have said, "The request does not
 17 modify the development rights of other owners."
 18 MR. RIEL: We can put "and/or modify."
 19 MS. KEON: Right.
 20 MR. RIEL: Does that satisfy it?
 21 MS. KEON: Yes.
 22 CHAIRMAN KORGE: Is that acceptable?
 23 MR. BEHAR: Accepted.
 24 CHAIRMAN KORGE: Jack?
 25 MR. COE: Oh, yeah, that's fine.

1 CHAIRMAN KORGE: Okay.
 2 MR. COE: Anything else?
 3 MR. FLANAGAN: No.
 4 CHAIRMAN KORGE: Any more discussion or
 5 questions? So I've got --
 6 MR. COE: Call the question, Mr. Chairman.
 7 CHAIRMAN KORGE: Okay, we'll call the
 8 question, but just to be sure, on Page 11,
 9 Section 3-508, A, we change the word "total
 10 material parcel" on the first line to "total
 11 PAD parcel," on the first line, and then under
 12 Subsection B, "may be allowed to file" has been
 13 changed to "may file," and then Subsection C1,
 14 after "does not remove," we're inserting
 15 "and/or modify."
 16 MR. RIEL: Correct.
 17 CHAIRMAN KORGE: That's it. So that's the
 18 motion, seconded. No further discussion?
 19 We'll call the question.
 20 MS. MENENDEZ: Jack Coe?
 21 MR. COE: Yes.
 22 MS. MENENDEZ: Jeff Flanagan?
 23 MR. FLANAGAN: Yes.
 24 MS. MENENDEZ: Pat Keon?
 25 MS. KEON: Yes.

1 MS. MENENDEZ: Javier Salman?
 2 MR. SALMAN: Yes.
 3 MS. MENENDEZ: Eibi Aizenstat?
 4 MR. AIZENSTAT: Yes.
 5 MS. MENENDEZ: Robert Behar?
 6 MR. BEHAR: Yes.
 7 MS. MENENDEZ: Tom Korge?
 8 CHAIRMAN KORGE: Yes.
 9 Now, don't leave yet. This is my last
 10 meeting, so I don't know if you want -- if the
 11 Board wants to -- Eibi is the -- Eibi is the --
 12 MR. COE: Vice-Chair.
 13 CHAIRMAN KORGE: -- Vice-Chair, so he would
 14 obviously be Chair --
 15 MR. SALMAN: You're in charge of vice.
 16 CHAIRMAN KORGE: -- until a new Chair is --
 17 MR. BEHAR: Can we make a motion to name
 18 him the Chair?
 19 CHAIRMAN KORGE: You can do whatever you
 20 want.
 21 MS. KEON: I'll second it.
 22 MR. COE: Well --
 23 MR. SALMAN: I'll third it.
 24 MS. KEON: We'll vote for it.
 25 MR. COE: Well, Eibi becomes the Vice-

1 President -- Vice-President?
 2 MR. BEHAR: Vice-Chair, automatic.
 3 MR. COE: Vice-Chairman becomes Acting
 4 Chair until a formal officer change is made,
 5 and I think you shouldn't do that until after
 6 the April election, because we do not know if
 7 Commissioner Withers --
 8 MR. BEHAR: Well, then we need a
 9 Vice-Chair, also.
 10 MS. KEON: You need to identify a
 11 Vice-Chair.
 12 MR. AIZENSTAT: You can't have just one
 13 Chair or none --
 14 MR. COE: I don't know if you need a
 15 Vice-Chair or not. We're talking about two
 16 meetings. We're talking about two meetings.
 17 MS. KEON: Unless Eibi promises never to be
 18 absent.
 19 MR. FLANAGAN: The attorney is shaking her
 20 head.
 21 MR. SALMAN: Two meetings. Why don't we do
 22 this? Excuse me, through the Chair --
 23 MS. ALFONSIN-RUIZ: You do need -- If
 24 you're not going to make a decision today and
 25 vote on a Chair and a Vice-Chair, you at least

1 need to vote on an Interim Vice-Chair, because
 2 if the Chair is not here, there's no one, and
 3 you'd have to make that vote at the time.
 4 MR. BEHAR: Well, I will nominate
 5 Mr. Flanagan, as the troublemaker, as the
 6 Vice-Chair.
 7 MS. KEON: Oh, I second that.
 8 MR. COE: Move to close nominations, Mr.
 9 Chairman.
 10 MR. FLANAGAN: Can we turn back the clock
 11 and I'll rescind all my comments?
 12 MR. BEHAR: You see what you did?
 13 MR. RIEL: I'm not sure if I want that.
 14 CHAIRMAN KORGE: No good deed goes
 15 unpunished. Am I supposed to vote on this or
 16 not?
 17 MS. KEON: Yes.
 18 MR. COE: Who cares? We don't care.
 19 CHAIRMAN KORGE: I don't care, either.
 20 MR. RIEL: These are not interim --
 21 CHAIRMAN KORGE: No? I shouldn't vote on
 22 this? Okay.
 23 MS. ALFONSIN-RUIZ: No.
 24 MR. COE: Everybody's --
 25 MS. ALFONSIN-RUIZ: No.

1 MR. COE: I move to close nominations, and
 2 therefore, it will be easy to vote on.
 3 MR. BEHAR: Second. Second. Close
 4 nominations.
 5 MS. KEON: Okay.
 6 MR. COE: That's it.
 7 MR. RIEL: So we need a motion.
 8 MR. COE: You don't have to vote on this.
 9 He's by acclimation. That's it.
 10 MR. RIEL: Do we need a motion?
 11 MR. SALMAN: Let's -- just for the record,
 12 for clarity --
 13 MS. ALFONSIN-RUIZ: Oh, you're closing --
 14 You're closing the nominations, but you still
 15 need a vote.
 16 MR. SALMAN: We need a vote, right.
 17 MS. ALFONSIN-RUIZ: Yes.
 18 MR. SALMAN: To accept.
 19 MR. COE: Fine. We'll have a vote.
 20 MS. ALFONSIN-RUIZ: For the Interim
 21 Vice-Chair.
 22 CHAIRMAN KORGE: Why don't you call the
 23 roll?
 24 MS. ALFONSIN-RUIZ: Call the roll.
 25 MS. MENENDEZ: Pat Keon?

1 MS. KEON: Yes.
 2 MS. MENENDEZ: Javier Salman?
 3 MR. SALMAN: Yes.
 4 MS. MENENDEZ: Eibi Aizenstat?
 5 MR. AIZENSTAT: Yes.
 6 MS. MENENDEZ: Robert Behar?
 7 MR. BEHAR: Yes.
 8 MS. MENENDEZ: Jack Coe?
 9 MR. COE: Yes.
 10 MR. BEHAR: You win. Congratulations.
 11 MR. FLANAGAN: Thank you.
 12 MR. RIEL: Just for clarification, this is
 13 Interim? I don't --
 14 MS. ALFONSIN-RUIZ: That is Interim.
 15 MR. SALMAN: As an Interim.
 16 MS. ALFONSIN-RUIZ: It is Interim, and then
 17 you will vote for a Chair and Vice-Chair once
 18 the seventh member comes in.
 19 MR. BEHAR: Well, the Chair will be assumed
 20 by the Vice-Chair now.
 21 MS. ALFONSIN-RUIZ: Right now, correct.
 22 MR. BEHAR: We just have to vote on the --
 23 MS. ALFONSIN-RUIZ: Interim Vice-Chair --
 24 MR. COE: Hold on.
 25 MS. ALFONSIN-RUIZ: Correct.

1 MR. COE: If the seventh -- If Commissioner
 2 Withers makes the seventh appointment, it's
 3 only going to be for two meetings.
 4 MR. SALMAN: Correct.
 5 MR. COE: Thereafter, whoever gets elected
 6 to his seat will make it thereafter, so I
 7 suggest we just defer a permanent vote until
 8 May, after the Commission election.
 9 MR. BEHAR: For the Vice-Chair.
 10 MR. COE: For anything.
 11 MS. KEON: Well --
 12 MS. ALFONSIN-RUIZ: No, the Commission --
 13 MR. SALMAN: That's what we're doing, the
 14 Interim Chair -- the Interim Vice-Chair.
 15 MS. KEON: The Interim Vice-Chair.
 16 MS. ALFONSIN-RUIZ: The Commission makes
 17 the decision, and Commissioner Withers is the
 18 one that's going to make the decision as to
 19 whether he wants to appoint someone now. So
 20 it's not a decision that's made by the Planning
 21 and Zoning Board. It's a decision made by the
 22 City Commission.
 23 MS. KEON: Right.
 24 MS. ALFONSIN-RUIZ: So whether Commissioner
 25 Withers appoints someone for -- before the

1 elections --
 2 MR. COE: That's up to the Commission.
 3 MS. ALFONSIN-RUIZ: That's up to the
 4 Commission.
 5 MR. COE: Sure, and even if he does, that
 6 person only has two meetings.
 7 MR. BEHAR: Correct.
 8 MS. ALFONSIN-RUIZ: Actually, one.
 9 MR. AIZENSTAT: One, because he would
 10 appoint at one meeting and then --
 11 MR. COE: Oh, yeah, that's true.
 12 MS. ALFONSIN-RUIZ: Yes.
 13 MR. COE: One meeting.
 14 MR. BEHAR: And you're leaving before the
 15 one meeting.
 16 MR. COE: And are we moving -- While we're
 17 here --
 18 MR. RIEL: Okay, I just want to make sure I
 19 understand this correctly. Eibi is the Chair,
 20 not Interim?
 21 MR. BEHAR: Acting Chair.
 22 MS. ALFONSIN-RUIZ: He is the Interim
 23 Chair.
 24 MS. KEON: Interim Chair.
 25 MR. COE: No, Interim Chair.

1 MR. BEHAR: No, no, no.
 2 MR. COE: I thought we elected him Interim
 3 Chair.
 4 MR. BEHAR: No, no, no. He's not the
 5 Interim. He's the Chair. The Interim
 6 Vice-Chair is Jeff.
 7 MS. KEON: Right, because --
 8 MS. ALFONSIN-RUIZ: But --
 9 MS. KEON: -- in the absence of the Chair,
 10 the Vice-Chair becomes the Chair.
 11 MR. BEHAR: Right, and he's still --
 12 MS. ALFONSIN-RUIZ: Correct, correct, but
 13 that's only until the seventh member comes in.
 14 MS. KEON: That's right.
 15 MR. COE: Correct.
 16 MS. ALFONSIN-RUIZ: And then a new vote has
 17 to be made for Chair.
 18 MR. COE: Correct.
 19 MS. KEON: Right.
 20 MS. ALFONSIN-RUIZ: Now, you --
 21 CHAIRMAN KORGE: Let me ask a simple
 22 question. Why is another vote necessary? I
 23 don't really care, but I'm just kind of
 24 curious.
 25 MR. COE: Well, you're depriving --

1 depriving the seventh member from voting,
 2 technically.
 3 MS. ALFONSIN-RUIZ: Right, and there has
 4 not been a vote right now --
 5 MR. COE: It's a due process issue.
 6 MS. ALFONSIN-RUIZ: -- as to the Chair.
 7 MR. AIZENSTAT: And that's -- I have no
 8 problem with that.
 9 MS. ALFONSIN-RUIZ: I mean --
 10 MR. BEHAR: That's Interim.
 11 MS. ALFONSIN-RUIZ: -- they're --
 12 they're --
 13 MR. AIZENSTAT: There's no problem.
 14 MR. BEHAR: Yeah, we're done.
 15 MR. COE: And you're right, we're really
 16 talking about one meeting. I don't think a
 17 seventh person is going to be appointed until
 18 after the election.
 19 Now, while we have a minute here, Mr.
 20 Riel --
 21 MR. RIEL: I need to still go back. I
 22 still haven't heard an answer yet. Is Eibi the
 23 Chair or the Interim Chair?
 24 MR. BEHAR: He's the Interim.
 25 MS. ALFONSIN-RUIZ: He's the Interim Chair.

1 MR. RIEL: Interim Chair?
 2 MR. COE: Interim Chair.
 3 MS. ALFONSIN-RUIZ: Yes.
 4 MR. RIEL: And Jeff is the Interim
 5 Vice-Chair. Thank you.
 6 MR. COE: Correct. Everybody is an
 7 Interim. Now, I'm not going to be here for the
 8 April meeting. I'm out of the country. Now,
 9 are we opening --
 10 MS. KEON: I am, too.
 11 MR. COE: Do you have another date before
 12 then?
 13 MR. RIEL: Well, I can tell you -- I was
 14 going to mention it this evening. We are going
 15 to probably move the March 9th meeting to a
 16 meeting later in the month. I'm not sure.
 17 I'll have -- My Staff will contact you
 18 tomorrow, in terms of your availability.
 19 MS. KEON: I'm going to be out of the
 20 country from March 22nd to the month of April.
 21 MR. RIEL: I'm looking at the second or
 22 third or fourth week in March, so --
 23 MS. KEON: Well, the second or third is
 24 fine, but the fourth week, I'm gone.
 25 MR. RIEL: Because the middle of the month

1 is a spring break week.
 2 MR. COE: Yeah.
 3 MR. BEHAR: But at that point, you know, we
 4 need a quorum, which is four of us, so --
 5 MR. RIEL: Right.
 6 MR. BEHAR: You know.
 7 MR. COE: What do you want to do about
 8 April? That's --
 9 MR. RIEL: April, I mean, the date -- I
 10 don't want to start changing the dates around,
 11 because then we might lose other members.
 12 MR. COE: Well, I'm just telling you in
 13 advance, because --
 14 MR. RIEL: Understood.
 15 MR. COE: -- you may not have a seventh
 16 member for the April meeting. So if I'm not
 17 here, then you're down to five, and I'm just
 18 pointing that out.
 19 MR. RIEL: I mean, what I'd rather do is,
 20 as we get to that point, you know, we'll
 21 contact you all and we'll figure it out.
 22 MR. COE: Okay.
 23 MR. RIEL: I have nothing else.
 24 MR. BEHAR: Well, if it's adjournment, it's
 25 been a pleasure to serve with you.

1 MR. SALMAN: Mr. Chairman --
 2 MR. COE: Yeah, well, we do want to thank
 3 the Chair --
 4 MR. AIZENSTAT: Yeah, I'd like to
 5 recognize --
 6 MR. COE: -- for all his years of service
 7 on this Board, and we know he's hopefully --
 8 you know, he will continue to serve the City in
 9 the way you've served the City in the past, and
 10 we certainly wish you the best of luck in the
 11 April election.
 12 CHAIRMAN KORGE: Thank you. I appreciate
 13 that. It's been my pleasure and honor to serve
 14 with these guys. This is the best Board I've
 15 ever been on.
 16 MR. FLANAGAN: You did a great job.
 17 CHAIRMAN KORGE: I've been on some really
 18 good boards, too, so --
 19 MR. FLANAGAN: Thank you, Tom.
 20 MR. BEHAR: Thank you.
 21 MR. SALMAN: Thank you, Tom.
 22 MS. KEON: Thank you.
 23 (Thereupon, the hearing was adjourned at
 24 7:03 p.m.)
 25

1 CERTIFICATE

2
 3 STATE OF FLORIDA:
 4 SS.
 5 COUNTY OF MIAMI-DADE:

6
 7 I, JOAN L. BAILEY, Registered Diplomat
 8 Reporter, Florida Professional Reporter, and a Notary
 9 Public for the State of Florida at Large, do hereby
 10 certify that I was authorized to and did
 11 stenographically report the foregoing proceedings and
 12 that the transcript is a true and complete record of my
 13 stenographic notes.

14
 15 DATED this 11th day of February, 2011.

16
 17
 18 JOAN L. BAILEY, RDR, FPR

19
 20 Notary Commission Number DD 64037
 21 Expiration June 14, 2011.
 22
 23
 24
 25

