

City of Coral Gables City Commission Meeting

Agenda Item E-11 and E-12 are related

September 14, 2010

City Commission Chambers

405 Biltmore Way, Coral Gables, FL

City Commission

Mayor Donald D. Slesnick, II

Vice Mayor William H. Kerdyk, Jr.

Commissioner Maria Anderson

Commissioner Rafael “Ralph” Cabrera, Jr.

Commissioner Wayne “Chip” Withers

City Staff

City Manager, Patrick Salerno

City Attorney, Elizabeth Hernandez

City Clerk, Walter J. Foeman

Deputy City Clerk, Billy Urquia

Public Speaker(s)

Charles Seimen, Coral Gables Special Counsel

Jeffrey Bass, University of Miami

Donna Shalala, President, University of Miami

Chuck Cobb, Trustee, University of Miami

Woody Weiser, Board Member, University of Miami

John O’Rourke, Chairman, Coral Gables Chamber of Commerce

Mark Trowbridge, President, Coral Gables Chamber of Commerce

Frank Haith, Men’s Basketball Coach

Katie Meier, Women’s Basketball Coach

Sari Govantes, Coral Gables Resident

Richard Namon, Coral Gables Resident

William J. Hartnett, Coral Gables Resident

Christina Farmer, President of UM Student Body

Francis Sevilla-Sacasa, Coral Gables Resident

Bob Gallagher, Coral Gables Resident

E-11 [Start: 10:34:00 a.m.]

University of Miami Development Order. An Ordinance of the City Commission of Coral Gables granting approval of a Development Order for the University of Miami pursuant to Zoning Code Article 3, Division 19, entitled “Development Agreements”, for the University of Miami, City of Coral Gables Campus, for the area bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, Coral Gables, Florida; providing for incorporation of Ordinance No. 2946 through UMCAD approvals up and including Ordinance 2007-16, an amendment to

Resolution No. 2003-7, an amendment to certain provisions of Ordinance No. 2007-16 with respect to the timing of certain obligations and modifications of Declaration of Covenants recorded on October 3, 2007, at OR Book 25968, Pages 4593-4609; and providing for severability, repealer, codification, and an effective date. (PZB recommended approval, vote: 6-0)

E-12

Zoning Code Text Amendment – Article 3, Division 19, “Development Agreements”. An Ordinance of the City Commission of Coral Gables granting approval of an amendment to Zoning Code Article 3, Division 19, entitled “Development Agreements”, Section 3-1907, entitled “Contents of development agreement/recording”, by increasing the duration of a development agreement from not to exceed ten (10) years to not to exceed twenty (20) years; and providing for severability, repealer, codification, and an effective date. (PZB recommended approval, vote: 6-0)

Mayor Slesnick: We have a time certain and we are just five minutes, actually we are catching up; we started ten minutes late because of the rain and now we are only five minutes behind. We are now moving to Items E-11 and E-12, am I correct on that Mr. Manager?

City Manager Salerno: Yes Mayor.

Mayor Slesnick: OK – and Mr. Manager I am going to let you introduce E-11 and E-12, if you'd like to read them into the record. Let me ask you this – what is your intent?- are we going to have a city presentation first?

City Manager Salerno: Mayor, I'd like to make some introductory remarks and then....

Mayor Slesnick: OK. OK Mr. Manager.

City Manager Salerno: Thank you Mayor. Mayor, Commissioners let me first introduce this matter with an overview. Almost since my first day on the job here in the city, I've been working directly with the university, in particular Joe Natoli and his team on this item before you today. I believe this matter warranted my personal attention for several reasons. First, you and members of the Commission have told me I should make this a matter of top priority; second, I recognize the importance of improving relations between the city and the university, and also I believe it's an opportunity to make this university and this community even greater. Now is the time for this matter to be brought forward. This development agreement provides substantial economic value, both tangible and intangible for our residents. People want to live in a university city, and the benefits of this agreement will put the university and the city on a common path. The university will find it more desirable to invest in our community, and in turn that will help the city in many different ways. This agreement puts the University of Miami at the table with us as partners in making this community a better place to live now and for future generations. Mayor, Eric will introduce the items before you, Charles Seimen; our Special Counsel for such matters will describe the provisions of the agreement which will be followed by the university's presentation this morning. Eric come forward.

Mr. Riel: Good morning. What you have before you today are two items, University of Miami Development Order, which is an ordinance that requires your review and approval, and the second, is the Zoning Code Text Amendment, which essentially changes the term of the agreement. Statutes change from ten to twenty year terms in our Code. Basically, it needs to catch up with that, so that's the second item before you. As you know, this is related to the Comprehensive Plan amendment that was before the Board and the Commission in June. After the Commission recommended transmittal, the Department of Community Affairs did review the request and they had no objections, recommendations, or comments; essentially they approved the request for the Comprehensive Plan Map and Text change. As you know, when we came forward with the Comprehensive Plan Amendment, we indicated that the Development Agreement and the Zoning Code Text would be coming forward. This is first reading today, the intent is with the passage of the development agreement on First Reading today, all the items would come back to the Commission on September 28th for hopefully your ratification. Just briefly – developments agreements are to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provisions of adequate public facilities for development, encourage efficient use of resources, reduce economic cost and development, and in development advise for those and Mr. Seimen will go over those. The Planning and Zoning Board did discuss the Development Agreement and Zoning Code Text Amendment in length, they did recommend approval, 6-0, and likewise the Planning Department does also recommend approval of the two requests for you. So with that I'll turn it over to Mr. Seimen, who has a PowerPoint presentation.

Mr. Seimen: Good morning, Charles Seimen, Special Counsel with regard to the matter before you. I want to try to take you through the salient points of the Development Agreement, I'm not going to focus on the legal boilerplate that is required to be included as a matter of Florida Statute, but I want to try to give you an understanding of the substance of this agreement. I have a PowerPoint presentation; I will try to follow along. The agreement addresses a number of different subjects, and I've tried to organize my presentation, not in the serial numbers of the agreement, but in subject matters. The first subject matter is Future Intensity and Uses of Land; the second, our City/University Community Benefit Programs that has been negotiated; the third is the Conveyance of Certain Real Property to the University of Miami; the fourth is Consideration and Mitigation, some of the financial aspects; the preservation of municipal authority, this addresses a lot of subjects, but there are other matters which are reserved; and then finally, the enforcement provisions, and if I can make this work, I'll try to keep pace with it, I just went through these, I apologize. Future Land Use – There are a number of different things; the Comprehensive Plan Amendments you have already transmitted, they've now been returned with no objection. A condition is a new university campus district to replace the existing UMCAD District. As you all recall when we did the Zoning Code rewrite, we deferred consideration of a new district until an agreement on the broader reach of university/city relationship. A limitation on student enrollment, uses of the Bank, intensity of use the BankUnited Center, miscellaneous uses, and temporary occupancies, a mobility plan, which is a new subject in terms of land use and the intensity of use that's introduced, and then a modification to the UMCAD 2006 schedule for the internal roads. The Comprehensive Plan Amendments, I just want to remind you as context, change the Future Land Use category to

University Campus, and to map the multi-university multi-use area. That multi-use area was previously in the UMCAD, approved UMCAD, but it was as north-south zone, it was not a part of the regulatory program, it was a part of the application submitted by the university. So we've now imported it because certain land uses are in this development agreement limited to that portion of the campus and not available. It incorporates three parcels owned by and used by the university, which are adjacent to the existing campus into the university future land use category; it increases the maximum FAR to .7, and it amends the Gables, the grid, to include the campus. Now the University Campus District is a separate approval; you will see that in the future, but there are several elements of it, they are really critical to understanding the rights and benefits and privileges and protections that are incorporated in this overall matter. The University Campus District divides the campus into geographic sub areas on which land uses will be regulated. So that a land use which is currently now permitted by one process in any part of the campus, if it's in the buffer or the transition area, or in the core area will be treated differently, both procedurally and substantively in regard to what is permitted. The prior UMCAD approval is the starting point for the new district, it is UMCAD 2006 as amended is the starting point, so that we have digested everything in the prior approvals into that one document, so they will certainly be going forward. In the concept, most of the modifications within the core area will be administrative approvals. There is the concept of the UCD district is to say, we make a policy decision about what uses are appropriate under what conditions into what processes, and then within the core as you move them around, you move a building more than ten feet, that's an administrative approval, so long as the intensity and the use doesn't change, and most modifications in the buffer and the transition area would be conditional uses. In the buffer area there are very limited uses, and that is an area which is, if you look at this graphic that's on the wall, it's a 75 foot edge of the campus along the residential neighborhoods to the north, that 75 foot buffer is a true buffer area, very limited uses, passive activities, etc. The next area is a transition area, 225 feet behind the buffer area. So what you have is a football field of area where you have very carefully controlled land uses, both in terms of what's permitted and if you want to get something approved, the process is required. Then in the core, as I said area, there are three sub areas within the core, the university village district, which you already know about has been approved and been developed, the university multi-use area, which is the old north-south zone, which has now been incorporated into the Comp Plan, and then the rest of the core area. Again, the land uses are managed that way; this is the buffer area, this is the transition area, there is the university multi-use sub area located along Ponce at the transit station, it's an area which has previously been approved for significant development in the existing UMCAD 2006, but we have further defined it through the Comp Plan and through the regulations; and then the balance of the core sub areas shown in blue in this property, and as you'll notice the single family detached neighborhoods are separated by in every case by a core, a buffer, and all along San Amaro and Campo Sano with a transition area. That is the University Campus District component of this regulation.

Vice Mayor Kerdyk: Can I ask you a question about that transition area? You mentioned that you can put some usage in there, what kind of uses can you put in there?- and what is the process of getting that approved?

Mr. Seimen: Generically, I would describe it as anything that has any potential adverse impacts, for example, recreation would be permitted as of right in the transition area, a parking garage would be a conditional use, it would require a public hearing, it would require compliance with performance standards in the Code and a decision by this Commission, and that's the hierarchy; if it's something that has a matter of – a concern that would affect an adjacent neighborhood, then it is subject to that conditional use. There is a matrix in the UCD that has prohibited "X", you can't do it at all, and its by area, so buffer, transition, core, university, multi-use area, and its "X" not permitted, "P" permitted, or "C" conditional use, and in the transition area I would say anything that's a complex land use of any kind is a conditional use that would be required to be approved. The next area is student enrollment; one of the issues that was discussed during the negotiations over this agreement was the traditional measure of land use; floor ratio, intensities of uses, etc., there was a question as to whether there was a need to regulate the number of students in addition to those factors, something you traditionally don't do for ordinary land uses; and we spent some considerable time looking at it, looking at potential impacts. We concluded that largely graduate school education is not the kind of high intensity activity that was a significant risk of unanticipated consequences. There are a lot of facilities that go along with those; libraries, laboratories, etc., but with the undergraduate population the ability to increase that in a given area is relatively easy, just change the density of streets with the classroom, I mean, the seats in a classroom, etc. So we ultimately want to make sure that there was a failsafe devise here, included the student enrollment, and it basically is a monitoring process. We start off with a base line population of 10,000 undergraduate students, if it reaches 12,000 there is a look back provision that says, you go back and look at what are the impacts of it, are there traffic impacts, which was our primary concern within the undergraduate population at 12,000 students, an increase of just 20 percent. If there are unmitigated traffic impacts, then those are obligated to be mitigated. So we don't require them to go through the process, but if they get to 12,000 we look back if there is a problem; and then if it goes to 13,000 another increase, that would require an amendment to this development agreement, we'd go through the full process and evaluation. So this in my perspective, this is an added measure of security that identifies the particular educational expansion potential that might not be fully controlled by a floor ratio, and we think that it's a very good way of avoiding what we described as an unintended consequence, that by regulating only on F.A.R. (Floor Area Ratio) we might have left a hole that could be filled. We did agree to, in this document, every – there is a set number of existing beds on campus, and for every additional bed they add, or every two additional bed they add, they can add one student, one fulltime FTE, and that doesn't count against the 13,000 because the policy perspective is that having more beds on campus eliminates commuter traffic, and with the undergraduate population, if there is an increase we saw that as a very desirable incentive, they asked for a one-for-one, we agreed to one-half, a one-for one-half. That's uses and intensity of uses – very important a development agreement caps campus at 6.8 million square feet, notwithstanding the Comprehensive Plan Amendment, which increases the FAR to .7; and until this development agreement was modified, the cap is 6.8 regardless of any consideration. We've added significant specification in terms of individual uses and activities. The existing UMCAD provisions are very general and outside of pure academic definitions like classrooms, or laboratories, there is a lot of ambiguity in the existing Code about what is and what is not appropriate and acceptable. So there is an extensive listing of both uses and activities which are permitted. It restricts certain kinds of ancillary uses which are typically found in relationship to university campuses to the

multi-use, the university multi-use area; that's the area where we have access to transit, a big part of the performance standards that are imposed by the UCD and by this development agreement, are to guide those kinds of activities that have external trips to the transit orientation, and they include a variety of uses including a possibility of a convention center, lodging, commercial retail. The commercial retail, I want to make sure everybody understands is limited to 15 percent of the square footage in the multi-use area, and in the event, and this is in the UCD, which is an exhibit to this, if the retail is not university serving that is, it has an attribute, it is serving the public outside, it requires an additional use approval, which is again a public hearing before the Planning and Zoning Board and this Commission before that can be approved.

Vice Mayor Kerdyk: Let me just quantify that. So right now that mix – I guess you call it multi-use...

Mr. Seimen: University multi-use area.

Vice Mayor Kerdyk:....is available up to about a million square feet, is that what the number...

Mr. Seimen: And that's already approved.

Vice Mayor Kerdyk: So then you are talking a hundred and fifty thousand square feet. Give me a determination of exactly how you determine the difference between retail for the university and retail for the public. I know it sounds easy, it sounds like an easy, easy....or a Gap or...

Mayor Slesnick: Or Taco Bell.

Vice Mayor Kerdyk: Yes, Taco Bell.

Mr. Seimen: I'm sorry, I've seemed to misplaced....it contains the following definition which is we believe a significant improvement over the traditional language in your Code, and the language is, "*university campus serving use means a user activity which because of its size, location, and/or character is provided for the use and benefits of students, faculty, university employees and their guests, and where use by benefit to the general public is incidental and occasional*" Now we've tried to craft it in a number of different ways, and you all know that I've drafted a lot of land development regulations, I believe this is the best definition of specific serving character that I've been able to come up with, and we've really tried to...so its size, location...So if it's a bookstore for example, and it's in the center of campus, and its only 5,000 square feet or 4,000 square feet, it's pretty easy; the closest you get to the edge of the campus location, the larger it gets the size, the more likely is, and we toy with all sorts of mathematical quantitative and it doesn't work. So we think one, confining to the multi-use area and two, that definition is a – I'm very comfortable with.

Mayor Slesnick: So to answer Mr. Kerdyk's question, it's the converse of what you just said.

Mr. Seimen: Yes, that's right. So a retail use in the multi-use area....

Mayor Slesnick: Would not be what you read.

Mr. Seimen: Would have to go through a conditional use process if it didn't have those characteristics.

Vice Mayor Kerdyk: What is the current language right now?- you referenced the current language.

Mr. Seimen: I don't have the Code with me. Remember it – principally serving.

City Attorney Hernandez: What we have is principally serving.

Vice Mayor Kerdyk: Principally serving.

Mr. Seimen: Principally serving – and there is no mention of any criteria of what you look at or how you weigh it.

Vice Mayor Kerdyk: So this is much more restricting in your opinion.

Mr. Seimen: I believe it is. I think it guides the discretion of the decision-maker appropriately.

Vice Mayor Kerdyk: So a GAP for instance, comes – it comes in front of the City Commission.

Mr. Seimen: And again, the total is still 15 percent of that gross floor. My next point was, it adds a definition of university serving uses. Future land use is also the BankUnited Center....

Mayor Slesnick: Let me, Charlie, before we leave that. If there was something to be built that's going to require conditional use because it serves the public more than just incidentally, I would presume that then we would have parking issues that are on top of the typical....

Mr. Seimen: The full ____ of performance standards would come into play, also the conditional use standards, and some individual standards which are in the UCD as well.

Vice Mayor Kerdyk: The only other question that really I need to drill down on is the health care, the definition of health care; is that a hospital?- is that a designated facility?- what's the terminology on that?

Mr. Seimen: The definition of health care is in this document, which is the principal document, the development agreement which is before you, and you'll find it on page 5, and I'll just read it, "a medical facility serving both the university and the general public which could be located on the UM campus in the university multi-use area that provides a range of medical care on an outpatient basis across a wide spectrum of and it includes a listing of...."

Vice Mayor Kerdyk: That's what I was looking for, outpatient basis. Thank you.

Mr. Seimen: The BankUnited Center – the development agreement authorizes the increase in number of seats to a maximum of 9,830, but the actual installation of those seats is subject to the submittal and approval of a parking and traffic management plan, which includes both parking management and event management and security plans, which would be submitted to the city for approval prior to their actually installing the seats. So all this does is authorize the maximum to go up from the existing to 9,830.

Mayor Slesnick: What was the maximum at the beginning?

Vice Mayor Kerdyk: 7,000.

Commissioner Withers: 6,000 or 7,000; but those are permanent seats set up for concerts.

Mr. Seimen: Those are permanent seats; that's correct, that's correct.

Mayor Slesnick: But what was the permanent originally?

Mr. Seimen: 7,200 – 7,200 and change.

Mayor Slesnick: And what's installed there now?

Commissioner Withers: It's just concrete...

Mayor Slesnick: Wait, wait, what I'm asking is, since we've been on this Commission we've gone through the seating issues, and my question is there was a max, we never achieved the max; how many seats are there now versus the max allowed? Are we expanding the original max allowed or are we expanding just what's already installed?

Mr. Seimen: We are expanding the maximum authorized from what it previously was to 9,800, that was 7,200 is my understanding, and those 7,200 seats have all been installed.

Mayor Slesnick: OK – alright.

Mr. Seimen: The other, BankUnited Center is authorizes the sale of alcoholic beverages in the facility.

Mayor Slesnick: That is an area though I'll come back to, but it's one of my concerns.

Mr. Seimen: I had understood that.

Mayor Slesnick: I noticed how fast you wanted to brush by it.

Mr. Seimen: I didn't intend to, I'm mindful of our collective time. Miscellaneous uses and temporary occupancies they've been lots of issues about what is permitted where in the university. So, the first element of this is, it restricts university academic uses in the city of Coral

Gables to the UM campus. It provides however, for symposium conferences and the like, not to exceed 14 days without the approval of the City Manager. Now during the negotiations we thought 14 days was plenty, but they have identified that there are certain events that might involve additional activities that may go beyond a period of 14 days, so that's why we've included the City Manager's approval. It allows the limited use of hotels not to exceed one semester without City Manager approval. They've described a phenomena where they have an adjustment period at the beginning of semesters where they sometimes end up with a shortage of dormitory rooms because sometime unpredictable as to how many students; they have historically used off campus hotels until they burn off people who don't show or students who drop out and replace them. Typically, they tell us it doesn't last; it's usually before the semester is over that use is determined. So that use is included that would allow them to do that. The next is, it provides for temporary off campus use. There are a number of buildings in the future which may need major reconstruction and redevelopment and they have asked for the ability to locate on a temporary basis without in any way compromising the overall regulation that limits the university academic uses to the campus for a period of three years. The three years is what they think it will take to go in to do interior demolition, redevelopment, reconstruction and get it online to go beyond that would require the City Manager's approval, for that provision. It makes sure that university student and faculty are allowed to participate in community service programs in the community, because we've been very careful in limiting university academic uses to off campus, they wanted to make sure that if they are involved in some sort of community service that was not intended to be precluded; and finally it says that if it's not addressed in this agreement its left unresolved; and there is a provision that protects both the university and the city in terms of any other issues that have not been explicitly addressed. The next subject in land use is – I've included land use because as a planner I believe that transportation and land use are really the same thing, they are just different ways of expressing it. I'd like to say it's like the $E = M \cdot C^2$, list land use and transportation are sort of $T = \text{land use}^2$. The mobility plan is a new approach to addressing issues of traffic and transportation impact. It has been incorporated in state law, it has been supported by the Department of Community Affairs, I believe it is the way, the urbanized portion of our state will address the problem and not the way traffic concurrency exemption areas originally did, which is just to say, OK, you're exempt and there is a free for all. It says instead of doing that, we're going to require in lieu of traditional concurrency affirmative program to promote alternative uses of transportation; and so that's been incorporated. This agreement requires a submittal of a mobility plan for the university on or before June 1 of 2011. Now I want to observe that, from my perspective the university currently implements more positive programs for multi-modal transportation for the internal capture of trips and reliance on transit than probably any land use in South Florida. Some of those programs, the internal shuttles for example, and the freshman parking are good programs that have really had positive impacts in the community, but the mobility plan will make them a part of the city's regulatory control and the plan would be approved, and they will have an obligation to continue to implement it over time. So it's not just necessarily inventing new wheels, but its making sure those wheels are going to continue to be enforced toward measurable objectives during the life of this development agreement, and it specifically talks about measurable targets for various modes of travel and identify sources and means for achieving those targets. So it's not just a vainglorious promise to do things; it's what are you going to do?- how you are going to do it?- how much you are going to achieve?- and in what period of time?- and then there is a

requirement for annual court to ensure that they are making progress toward those. The next area is the future land use UMCAD 2006. In 2006, which was approved in 2007, there was a provision for an internal road, and the internal road was linked to a number of buildings that were to be constructed, and there was a schedule of anticipated development of those buildings, and as a result of the economy, those buildings have not been constructed. The university has asked that those deadlines be extended from basically 2010 and 2011. They were briefly administratively extended, I believe, for six or seven months earlier this year until 2015 and 2017; but very importantly that unless the buildings linked to those construction are constructed, those roads are constructed earlier. So that while the latest date they could be, they have to do them by 2015 no matter what. If the buildings, which were linked to those specific improvements, are undertaken in advance of that, that is when the obligation to provide the internal roads would be triggered. I'm not going to go through the city/university benefit programs because the city is really going to go through those. The conveyance of the three types of property, the internal roadways, there are certain internal roadways that are within the campus, these are all roads that are within the campus, they are surrounded by university property on every side, they would be vacated through the normal process of vacating road rights-of-way. The internal waterways would be conveyed, that's the lake and the canal in the campus, and finally the fire station, the fire station was conveyed to the city for the exclusive purpose of a fire station, it has not been used as a fire station, and there are no plans to use it as a fire station, and the university has asked to have that land returned; they have substantial reverter rights in the existing deed of conveyance, and there is no other purpose to which we could lawfully use that land. The next category is entitled "Consideration and Mitigation". I'll summarize it; it's basically \$22 million to be paid over a 20-year period. You are going to address later an extension, an amendment to your Zoning Text to go from 10 to 20 years. My recommendation that you do that is, I want this 20 year payment obligation to be enforceable, and I don't want to take the chance that it has to be renewed in 10 years and someone intervenes. The first payment would be on December 1, 2010, there are a series of approvals that are a condition of that, and that is the approval of the Comprehensive Plan Amendment, which is going to be before you in two weeks, the adoption of the new zoning district, which is scheduled to go to P and Z tomorrow night, and is working its way through the process, its attached the approval of additional seats and sale for the BankUnited Center, conveyance of the properties, and approval of an amendment to the campus master plan to allow the health care center because that was not in the old zoning district in the multi-use area would now be; but when all those are done and we have a schedule to complete those, the payments will be made. The next category is Reservation of Municipal Authority; there are a number of provisions to ensure that the agreement doesn't have an unintended consequence against other authorities. It provides that UM is still subject to impact fees and other municipal impositions; preservation of city's authority to discharge its Police power; and preservation of the university's obligation to comply with other city regulations. Enforcement provisions – the principal focus of our agreement were the monetary matters, they are pretty critical to the overall agreement. There is a fifteen day period, if they fail to pay, if they disagree at a conditional proceeding or we are in compliance with our obligations, they are required to pay under protest, they can pay under protest, and then challenge whether they are in due. If they don't, if they can't cure in 15 days non monetary default, they have to submit a plan that gives the city a period of time and the city will have to approve that plan before they are relieved of the 15 day obligation to cure. If the city defaults since after the

approval obligations to start the money flowing on December 1st of this year, if the city is in violation of any of its obligations in the future, future payments would be suspended until that default is cured, so that there is a motivation to the city to stay in compliance because that would mean the timely payment, and then both parties have the right to seek judicial review if there is a dispute over performance; and the last page is just to remind you that with regard to these UM reviews, you'll see this not just today, but on Second Reading, this development agreement, you'll see the Comprehensive Plan Amendment which will come before you for adoption after transmittal to the state, and by the way I would congratulate the city because I believe that we got nothing but a brief letter saying, we have no objections, comments, or recommendations; no comments is a reflection of the quality of the Comp Plan, that your base Comp Plan that you sent up there, and I think we got – we had the benefit of any doubt because of the quality of what you all have been doing, and I'm involved in a number of these amendments right now and I can promise you that's the first letter like that I've seen in some time. The new UCD you'll see twice, first and second reading, and then a map amendment to change to put the UCD on the zoning map, and then the vacation of roadways will ultimately come to you. That's my overview of the document; I hope that I've been able to explain the basic terms and conditions; I believe that the salient points had been presented and discussed.

Vice Mayor Kerdyk: I just have some clarification purposes. The height limitations inside the campus, is it changing any from the UMCAD?

Mr. Seimen: There is no change in height or setback based on the most recent UMCAD approval, it continues in force and effect, and there is explicit language in the development agreement which makes that point, so there could be no ambiguity.

Vice Mayor Kerdyk: Alright. Several years ago, I think it was Commissioner Withers was in office, there was an issue with a parking garage that was proposed abutting the single family residence, I think on Campo Sano or San Amaro there, what is the – you have the setback now that's one of the questions I asked, one of the things was that the fact is that we were always very concerned about parking garages abutting single family residence. So the question is, what safeguards have we put into this document to make sure that something like this doesn't occur?

Mr. Seimen: In Exhibit D, which is the UCD the new zoning district, contains regulations for parking garages that one, imposes performance standards of a liner wrap or intervening building that screens them for any parking garage that would be in a transition area.

Vice Mayor Kerdyk: So when you say a wrap, you are talking about like a communication building around the...wrapping inside...

Mr. Seimen: It could be a building around, it could be a liner wrap of some kind, but it has to be habitable space as its defined.

Vice Mayor Kerdyk: I understand, I just wanted to make sure that the people who are watching understand.

Mr. Seimen: But there's also in addition to that there is a performance standard for parking garages that are visible from the lot, in addition to the 300 foot setback and the performance standards that go with it. There is a series of performance standards for parking garages which are visible from the first tier of lots, which was the measure we could, we couldn't just say from any residential neighborhood, but if you can see the garage from the first lot along Campo Sano, on the other side of Campo Sano on San Amaro, that also has a set of performance standards. So I think that we've done a very good job of articulating that's in the UCD, and if anybody wants the pages to that, its pages 10 and 11, and its paragraph 7, it's called "Performance Standards", and in sub-paragraph 7 F are four paragraphs that identifies specific circumstances where that inner relationship between adjacent residential neighborhoods and parking garages require various treatments. There is an area along Pisano across from the hospital where a garage is not required to have a liner wrap, but it's required to have architectural treatments that mask its character as a garage. So as we got on that road which has some relationship to the residential, there aren't residential that actually front on it, we have performance standards, they are not quite as.....and we thought that was an appropriate balance.

Vice Mayor Kerdyk: One other question. It has to do with the conveyance of the properties; right now our Police and Fire traverse their way through the campus without any problems whatsoever. If we give these properties to the university of course it becomes a real private university and privately owned. So what do we do as far as mitigating or allowing our vehicles accessibility to the campus?

Mr. Seimen: I apologize for being too cursory in my description of it.

Vice Mayor Kerdyk: I think it's important to understand what's going on here.

Mr. Seimen: All the conveyances of the internal roads are subject to an easement of access for law enforcement, for fire safety and for all other municipal purposes. There is also an easement which preserves the 60 parking meters that are on the space, and gives us, the city access to those to continue to own and operate and collect the funds for those, but all of those conveyances are subject to that reservation of rights of access.

Vice Mayor Kerdyk: Last question, promise. The Lee Lincoln property, not included in this?

Mr. Seimen: Not included in this. It's not a part of the university campus, it has a residential...

Vice Mayor Kerdyk: Residential – it has a duplex and single family.

Mr. Seimen: Duplex zoning on the road, Granada, and single family on the other road which I don't recall the name.

Mayor Slesnick: If we are conveying the streets, given the campus the University of Miami, the environment which most universities enjoy which is owning their own internal streets and waterways, why did we want to keep the sixty parking meters?- except for obviously income, but I mean, can't that be wrapped up into some separate deal. I don't understand why we would want

to send our parking enforcement people down into the University of Miami to do that. I understand why we do it now, I'm wondering why....

Mr. Seimen: I should add that there is a provision that provides for potential in the future of a buy-out by the university of those parking meters. There are also provisions...

Mayor Slesnick: I thought you should explain that.

Commissioner Cabrera: Is your concern the driving inside campus by city personnel?

Mayor Slesnick: Why would you want to own sixty meters inside a private compound, i.e. the university. I understand that the citizens deserve value for what we now own and that would have to be taken...what's the purpose? OK. Mr. Seimen is that...

Commissioner Withers: Don I have – what's going to be the....?- are we going to have another shot at...

Mayor Slesnick: Absolutely. You want it now or later.

Commissioner Withers: I don't know, I don't know how...

Mayor Slesnick: We are going to hear from the university next, would that help or if you want to go ahead and do it, you have Mr. Seimen.

Commissioner Withers: They might answer some questions so...

Mayor Slesnick: Mr. Bass are you leading the charge here? Welcome.

Mr. Jeffrey Bass: Mayor, members of the Commission, Jeffrey Bass is my name, 46 S.W. First Street is my address; it's my pleasure to be representing the university today. Before I talk about what's in the agreement, Mr. Seimen covered it very, very thoroughly; I'd like to talk about what's not in the agreement because to me it's even more important. What's not in the agreement, but what is reflected in these Chambers and in this building is a new day in the relationship between these two great institutions. We have sat down for endless hours and in the spirit of cooperation talk through so many of those legacy issues that have haunted both of our houses since I began to work for the university, and to me the hallmark of a matured relationship is the recognition that there will be differences, the recognition that there will be conflicts, but the ability to work through those differences and conflicts in a way that makes each party feel better about the other, to me is the single greatest accomplishment that I participated in my professional career. When I measure the sentiment within my institution today for the city compared to where it was a few years ago, we should all, if we are proud of nothing else today, in my opinion we should be proud of that. So the agreement was covered in tremendous detail by Mr. Seimen, I don't need to belabor that, I would like to highlight a few of the community enrichment programs, about which we are so excited and which we think are unique, and which we believe further our goal of bringing the university and all its resources closer to the citizenry

of Coral Gables and making those resources more accessible to them. So if we can have the PowerPoint up. When I started these conversations I could do this without my glasses, I unfortunately am unable to do so now. But one of the things that we have, I think its vitally important that people keep talking; when people are talking you can talk through issues before you start to feel bad about issues. A part of the mechanics of this agreement, formalize our obligation to keep talking to each other, so there is an annual meeting component of this so we know at least once a year we'll be able to sit down to talk about how we've been doing, how we think you've been doing, how you think we've been doing, and see how we all can do better. So the annual meeting is a formal opportunity for everybody to sit down and speak to each other in a formal way, of course that would be a duly noticed public meeting held in the Sunshine and the members of the public would be of course welcome to attend. With this agreement we usher in what has been named the Gables Fellow Program, and the Gables Fellow Program is what we hope to be an incubator for a pipeline for this city to attract the best and the brightest students at the university for public service. It's a scholarship program designed to attract those with a dedicated commitment to government service, public service, architecture, planning, or those other types of disciplines that may be of benefit to the city and its staff, and to have an ability for those students to work, and to be paid for working as interns for the city. There will be one Gables Fellow for each of the semesters and the agreement sets for the process by which Gables Fellow candidates are nominated and ultimately selected. Another part of our continued ability to want to be closer to the city and its residents is what we call the Coral Gables Lecture Series, and the Coral Gables Lecture Series again the mechanics are spelled out in the agreement, and I need not elaborate here. The Gables Lecture Series is an opportunity for us to bring to the citizenry of Coral Gables free of charge, speakers to address a host of relevant and, we hope, intriguing issues that we've been thinking about and provides us an opportunity to share our thinking about these issues with the citizens of Coral Gables. So we are real excited about that, and we are equally excited about the opportunity to usher in a UM Concert and Performance Series. We are wonderfully proud of our musical school and all of the musical talents that we have on our campus, and we're just so excited to have the opportunity to share that in a program and formal way with the citizens of Coral Gables. So there will be four concerts presented by the School of Music, again the details of this are spelled out in the agreement, but in addition to those four concerts there are also two cultural programs which may not necessarily be musical in their nature, but are again designed to serve as base line cultural and enrichment programs free of charge for the citizens with all of the content and programming taken care of by the university. Consistent again with our desire to contribute to the beautification of this community, not only in terms of culturally, but aesthetically, the agreement obligates us to contribute up to \$100,000 for a project known as the Ponce Beautification Project. The Ponce Beautification Project will be designed and specified by the city, it will be maintained by the city, we're simply contributing the \$100,000 to be spent by the city, in the city's discretion for improvements on Ponce within the increment of that road specified in the agreement, but just to highlight it between Red Road and Granada. In addition to everything else that I just mentioned, we have before us all today probably not a single issue more important than health care, and the university is so proud of everything that it has done with respect to its medical school and its cutting edge research, and treatment programs, that we thought it would be tremendously appropriate to make all of those resources more accessible to the citizenry of Coral Gables in a very low key informational way; and so because the medical campus is somewhat more inaccessible to people within Coral

Gables, what we hope to do to make that vast knowledge base more accessible and so we've designed what we call, "Meet the Docs Program", where we will have four lectures a year on a variety of health care issues by our medical experts to the citizens of Coral Gables, again free of charge, so that the people within Coral Gables know all what we are doing on our medical campus, and know where we are doing our research, and where we are doing our clinical trials, and hopefully contribute to their ability to make medical decisions on a much more informed basis based on the information that they receive from us. In addition to that, we have negotiated into the agreement another area for us to contribute our resources and expertise to the city through consulting services at 80 hours per year within the enumerated areas of expertise. We are delighted to be able to share our expertise with you all to help you, and we know by having people come here to help you, we are advancing their professional careers as well by the invaluable experience they gain. Let's turn now to something that's obviously we are very proud of and very excited to share and that's our Hurricane Athletic Ticket Program. We've highlighted this before in the prior presentations, I don't need to spend a whole lot of time on it, but again consistent with our theme of outreach and community inclusion, we are really excited to announce the "Coral Gables Day", as part of our football program together with a buy one get two free tickets, that's right, buy one get two free tickets for the football game, in addition to that for basketball and baseball we're offering a thousand free tickets to select home games, two tickets per household, we are going to ask for obviously proof of occupancy because this is a benefit for the residents of the city of Coral Gables, and we are in addition to that contributing \$20,000 worth of tickets to events at the BankUnited Center after we get all of our seats installed. So, I wanted to be really brief and I think I was successful in that endeavor; we have a lot of people that would like to speak to you. I'd like to introduce briefly President Donna Shalala, who will speak to you followed by Mr. Chuck Cobb, Mr. Woody Weiser, we then have some representatives from the Chamber, Mr. Mark Trowbridge and John O'Rourke, and Coaches Frank Haidt and Katy Meier are here as well. I would Mr. Mayor like to reserve a few moments for clean up at the end of the public comment section to close in the event that there were any questions posed by members of the public that merit a response from me.

Mayor Slesnick: We will certainly have you and our city staff and consultants come back to answer questions.

Mr. Jeffrey Bass: And again, I would just like to remind everybody of the fact so obvious that I almost blew through it, this is one of two readings, so we will be back before you again should we be successful today in a couple weeks, and I just wanted to remind everybody that today is not the singular day for the questions that you might have. Thank you.

Mayor Slesnick: Thank you. President Shalala before you start, let me just say that this is our first chance with you here to compliment you on the ranking of the University of Miami as being the highest rated university in the State of Florida by U.S. News and World Report, I guess, and we just wanted to tell you how proud we are of that, I also want you to know how proud we are of the fact that the work that your medical school and your doctors did in Haiti, things like that really mean a lot to the city of Coral Gables, they are not necessarily the basis on which we consider zoning changes or master plans, but believe me when I tell you it's always proud for all

of us as we go around the country to say we are from Coral Gables, the home of the University of Miami.

President Shalala: Thank you very much Mr. Mayor and Commissioners, thank you for your good words. As to our rankings, we are very proud that we moved up in our rankings, but I want to make it very clear that we believe that the public institutions in the state deserve more support and that their movement in the ranking is directly related to all of us as taxpayers encouraging our legislature to give them appropriate support. So we are happy to celebrate our moving up, we are not celebrating passing anyone in the process because this is a public-private partnership for higher education in this state and they are our colleagues, we work closely with them over the years. We'd like to think of ourselves as a private university with a public service responsibility. Our work in Haiti included the Coral Gables campus because nursing, arts and sciences, our student body was very deeply involved in addition to our medical people, and the response was magnificent as you have noted, and will continue to work in those places around the world where our expertise can be used. Today is a milestone in the history, I think, of the city and of the University of Miami and in particular in our relationship. We have a lot of supporters today, I'd like them all to raise their hands, Trustees and students, and faculty, and neighbors, and alumni, and as you've heard members of citizens board and friends of the Chamber of Commerce will be speaking as well. It speaks to our partnership and to the internal consensus that we have built in this community about this development agreement. This has been a long time in the making, it's been a carefully run process between your City Manager and the university administration led by Joe Natoli, our Vice President for Business and Finance, who is Chief Financial Officer. I want to thank the Manager and my own team for bringing us to this point. Great cities deserve great universities. This agreement sets us both on a course to improve the considerable successes that the city and the university have had in the past; it sets us both on a course for appropriate and thoughtful development and provides assurances that the processes will move smoothly and efficiently. It is a fair agreement. It gives the university the opportunity to bring the best in class health care to the city of Coral Gables to our own employees, and it brings our most popular educational and cultural and athletic programs to the residents of Coral Gables of whom I am one. I also own land in Coral Gables and pay substantial property taxes for which I never complain.

Commissioner Withers: Except now (laughter).

President Shalala: I'm very much in favor of those of us that can afford to pay our taxes appropriately. I consider this agreement to be the most important accomplishment of my Presidency. You can talk about the improvement in the student body and every year our students have gotten better. We can talk about the improvements in our athletic programs and the quality of our faculty, but I hope you will see it too as one of your most important accomplishments as Mayor and as Commissioners, and years from now I believe our successors will look back on today as an important day in the history of the University of Miami and the city of Coral Gables, a world class university in a world class city. So, I thank you for your very careful consideration and I ask for your support today. Thank you very much.

Mayor Slesnick: Thank you President Shalala.

President Shalala: And I think I'm going to be followed by the former Chair of the Board, Chuck Cobb, who is also a resident.

Mayor Slesnick: Mr. Ambassador.

Mr. Chuck Cobb: Thank you Madam President, Mayor and Commissioners, it's a pleasure to be with you today. I've been a Trustee of the University for 35 years; I was involved with the UMCAD involvement, deeply involved as Chairman of the Master Planning Committee of our Board for almost 10-15 years, and I think this is – I'm a citizen and a resident also for this period of time, as a citizen and as a Trustee I encourage you to approve this development agreement. There are two sides to every agreement; the Board of Trustees are not pleased with the \$22 million commitment, we are not pleased with the commitment to limit our student enrollment, the number of the other land use, but to get certainty we think it's in the best interest of the university to get that certainty. We think it's in your best interest to get that certainty. I want to just talk about our commitment to quality. We talk about now the best university in Florida, but I think our campus is one of the most beautiful campuses in all of America, but that hasn't been the case and it's only been the case because of President Shalala and her team, and President Tad Foote before and his team; and as a player in those teams I can't tell you how proud I am of the beauty of the campus, and I hope you are too, it really is one of the most beautiful in the country. From my point of view, it's an extension of my professional life; and I think many of you are familiar that my company developed Coco Plum which was the largest undeveloped piece of Coco Plum-Coral Gables, and we also had that commitment to quality, the commitment to good landscaping, the commitment to the George Merrick's dream; and my predecessor company that developed Gables Estates had that same commitment, and I hope you feel those are really assets to this community as the university is. So I can assure you as a Trustee, I'm a life Trustee, so I'm going to be around hopefully for a long time, that we are going to continue to have that commitment to quality, continue to have that commitment to good planning, good landscaping, and good quality that we've exhibited over the last few years. From my point of view you can be assured it's going to continue to be. Thank you and we urge your support for this agreement.

Mayor Slesnick: Thank you.

Mr. Woody Weiser: Mr. Mayor and members of the Commission, I'm Wood Weiser, a resident of Coral Gables for almost 42 years, and privileged to be a member of the Board of this university for some 23 years. I know many of you in outside life, but as I sat there and reflected upon what I've heard and I don't want to be repetitious, I noted that in all these years I've never formally appeared before this Commission. I've met with Commissioners, I've met with Mayors, I've met with Managers, but I've never formally appeared and what really motivated me to come today because as you've heard, this is a hallmark having been for five years Chairman of the Executive Committee at the university, I suffered through some of the agonizing relationships we had in the past and I think those are in the past, I think the Manager and his staff, certainly the staff of Joe Natoli and his group as well as the Counsel had done an outstanding job, and I think as it's been pointed out, there is no agreement if you have a one sided agreement. So I think this really was a coming together, a new era as others have said. My reflection on why the university

is so important and why did I settle here when I had options forty-some years ago to go anywhere in Florida, it really is because of the quality of life, and I think that's all of us are interested in the quality of life. You as Commissioners, you are public officials, but we as residents. This university was one of the most important things that was attributed to where we settled and our family. There are the fall offs of the university, there are the arts, the museums, the music, the entertainment, and the seriousness of Presidential debates, Presidents, Dali Lama, and all those things that you know and I know all lead to the quality of life for myself as a resident, my family, my seven grandchildren. So I look at this as others have said, its monumental, it's very important, but it is a new era and the relationship now as I think we can look forward to between the university and the city is one that I think we can all take pride in, particularly the people that have worked so hard on this. So I encourage you to support it, I know that there are many people here who feel the same as I do, but certainly for my family and for myself we are very strongly supportive of this and hope that you are. Thank you.

Mr. John O'Rourke: Good morning. I've been up here before and addressed you all as a business owner here in Coral Gables, as well as a Chamber member, happen to be a proud member of the Citizens Board of the University of Miami, and today I'm addressing you on behalf of our Coral Gables Chamber of Commerce as our recently appointed Chairman. Before I make my brief comments, I just wanted to recognize those folks that are in leadership roles within our Chamber, on our Board, past Chair, who fought the rain and traffic this morning to come out, so if you'd all do me a huge favor and just either stand up and be recognized or raise your hands. Thank you all very much. I'd like to note how refreshing it is to witness this great collaborative effort between the City Beautiful and the great "Orange and Green". As you all know, the University of Miami and the Coral Gables Chamber of Commerce grew up together, we share a common founder, George E. Merrick, and the University of Miami has been a generous supporter and leader within the community, and particularly within the Coral Gables Chamber of Commerce. As a testament to that fact I'd like to recognize our Chamber's most recent Chair, Sarah Artecona, who is a senior leader at the University of Miami; and I think this is a testament to that great relationship that the Chamber and the University of Miami have and share together. I'd like to congratulate each and every one of you in having the courage and fortitude to work toward the greater good of this community, no doubt this had been an economically challenging time for all of us, and there are many that have chosen to take the high road, the one less travelled and put their community, business and residential at the forefront. We would like to encourage the continuation of such significant efforts and courageous vision, a partnership that never loses sight of what makes this community a treasured gem, in an environment in which we are so blessed to live, to work in, to play.

Mr. Mark Trowbridge: Thank you John. Good morning Mr. Mayor, Mr. Vice Mayor, Commissioners, Mr. Manager, Mr. Clerk, I'm Mark Trowbridge, I am the President of the Coral Gables Chamber of Commerce, and I'm going to echo some of the comments that John has made. There is a dynamic synergy between the University of Miami and community, and perhaps nowhere is more apparent than in the economic impact the university has on our greater community. UM is a powerful catalyst for economic development in Coral Gables, the university is the city's largest economic enterprise and is responsible for a large percentage of its workforce, and a significant share of its labor income. Most recent study found that UM had an

economic impact totaling \$1.23 billion dollars on the Coral Gables economy, and approximately 40 percent of its payroll is paid to its employees living in the city. UM supports over 11,000 jobs and \$580 million dollars in labor income to employees in Coral Gables alone. In total, UM contributes more than \$4.5 billion annually to the Miami-Dade County economy. As John has said, UM is a major partner with the Chamber and has been since our inception 85 years ago. We share a common founder; we share vision and a partnered purpose. We have worked on various programs over the years, including our bi-annual candidate forum, seminars, and cultural events. We have also enjoyed tremendous sponsor support over the years, including our Annual Good Morning Coral Gables Breakfast that has been headlined by President Shalala, CFO Natoli, Abe Kirby Hocutt, Head Football Coach Randy Shannon, and others over the years. UM is a recognized leader in higher education and as you must guess, it pains me just a slight amount today to congratulate them on their recent 47th place ranking in U.S. News and World Report, the top ranking in Florida, as the Mayor reminded us moments ago. Their presence in our front yard is essential to our community, our Chamber, and our city, and the Chamber recognizes the value of this partnership and ask the city for their support today of this road map for the future growth and development of UM's presents in our Coral Gables community. Thank you.

Mayor Slesnick: Good morning Coaches.

Mr. Frank Haith: Good morning, Mr. Mayor, Commissioners, first I want to say I appreciate your time, we won't take very long. We are very excited about what we are doing in our programs. Katie and I, Katie Meier, Women's Basketball Coach, our goal is to create winners on and off the court at the University of Miami. She has graduated every young lady she's ever coached; I've graduated 23 out of 24 seniors I've ever coached. We want to win basketball championships now. With the way we've finished our season, both of us finished very strong, Katie has no seniors, I have one senior, I think we are going to do some special things at the University of Miami, and with that said our fan base is going to increase, and we would love to have those seats in that building.

Ms. Katie Meier: And when we sell out and when Frank beats Duke this year we'd sure like to have enough room for you.

Mr. Frank Haith: And UVA.

Mayor Slesnick: Coach, I always take my medicine with a smile (laughter), however, since you raised the issue I did think that the University of Virginia did the ACC proud in their game with Southern Cal on Saturday, I think, thank you; by the way, I'd like to say we are very proud of what you all have done with the basketball programs, and the class with which you coach and with which your players play. So thank you.

Mr. Bass: Mr. Mayor at this time we have concluded our formal presentation, again I'd like to reserve a few minutes to wrap up.

Mayor Slesnick: Yes. So what we are going to do is, I think, continue with people speaking so that we can get through that and then we are going to come back to the Commission for

questions of the presenters. Let me first do this, and by the way, I think we need a new rule that you either have to type your cards or print because I'm going to have trouble. I'm going to read the names of the people who are here, who at least came here and that they filed cards and said they did not wish to speak though, but they are here. We have Elizabeth Plater-Zyberk, 6612 LeJeune Road, and she is a proponent, and of course she is the exalted Dean of our Architecture School, so Elizabeth thank you for being with us today; and I should say, it was not said for the record, but we do have the addresses of all the speakers that are appearing before us today, and as the several Trustees noted they are also residents of the city of Coral Gables. We have Lee Osiason, 702 Tibidabo Avenue, who does not wish to speak, but says I support UM's proposal 100%. We have Sam Grogg, is it Sam Grogg?- 1535 Mataro Avenue, who is a proponent. We have Isaac Prilletensky, 1420 Trillo Avenue, who is a proponent, and says I support the University of Miami. We have George Feliciano, of 5555 S.W. 67th Avenue, who says he does not wish to speak, but is a proponent. We have Ishawnna Henderson, of 1101 Stanford Drive, #201, does not wish to speak, but I support the University of Miami as a proponent. We have Janet Gavarrete, from 1535 Levante, who does not wish to speak, supports the university. Sherlley Sanon, is it?- Sherlley Sanon, proponent, supports the university. Jessica Telleria, 9220 S.W. 101 Street, supporting the university, who is from the – did I say Jessica?- Jessica, is she with the university?- OK. We have Pat Whitely, great dean of the university, 3780 Kent Court, Coconut Grove, supports the university. Gilbert Arias from 520 Luenga Avenue, supporting the university. Jennifer Safstrom, 1207 Alhambra Circle, supporting the university. Alexander Toirac, 1531 Liguria Avenue, I support the University of Miami. Pietro Bortoletto, 6402 S.W. 93rd Plaza, one of the officers at the university's student body, I support the university. Hisham Kassem, 7150 S.W. 100 Street, supporting the university. Is it Weston Eakman, 5820 S.W. 59th Place, supporting the university. Barbara Lamb, 3226 Riviera Drive, supporting the university. Arva Moore Parks, front row here, Arva kind of our informal historian for the city of Coral Gables, from South Miami Avenue, supporting the university, former resident of Coral Gables, should still be one, but...Pat McGrew from 1245 Dauer Drive, supporting the university. David Rivero, 5665 Ponce de Leon, supporting the university. Georgie Angones from the Law School, 1203 Santora Street, and she supports the university. Martina McKey, 1559 Corniche Street or Corniche Avenue, and she supports the university. Randall McKey, 1559 Corniche supporting the university. James Smart from 1211 Dickinson, supporting the university. Bill Pruitt, back row back there, 246 Veleros Court, sorry about that, supporting the university. Michael Katz, 9560 Journeys End Road is here to support the university. Ed Williamson, 7815 S.W. 104 Street, supporting the university, a lot of his cars parked out in the parking lot. Kirby Hocutt, our Athletic Director of the University of Miami is here supporting the university, Kirby congratulations on all your good work. Jane Connolly, 2123 Granada, supporting the university. By the way Kirby was honored yesterday with a lot of remarks for his great work at the university and for working with the Orange Bowl Committee, so thank you. Rene Sacasas, 357 Almeria, #1406, supporting the university. And this is Rick Williamson, 6320 what drive?- Dolphin Drive, this is the one we'll have printed the next time (laughter), supporting the university. Those are the people who came and were here, and by the way we appreciate the fact, I want to give note that you were here and we appreciate that you have passed on your opportunity to speak, but gave us your thoughts. OK, we now have people who have asked to speak and so we will go to them, and that is Sari Govantes, Sari Govantes....

Ms. Sari Govantes: [Inaudible – off mike]...can I speak from here?

Mayor Slesnick: No. If you going to speak, you can waive speaking, but you can come to the microphone.

Ms. Govantes: Sorry. OK.

Mayor Slesnick: 833 Cremona Avenue.

Ms. Govantes: [Inaudible – off mike]...and I'm sorry....OK

Mayor Slesnick: They can see you on TV, so step up to the mike and pull it close to your mouth.

Ms. Govantes: OK. First of all I'm tickled to see all of you, I always see you in the newspapers and TV, and now I get to see you live and in living color. It's nice to meet you all in person. I moved to Coral Gables a month after Hurricane Andrew hit South Florida, and it was a true privilege to see how the city took care of all the neighbors. Now, I live three blocks from the University of Miami and I've seen the university grow, and I used to have a beautiful dog named Ziggy, I used to walk to the University of Miami every single day, we used to go through what I called the "Enchanted Forest", which I'm very concerned because I hope that whenever you decide, I'm not into politics, but whenever you decide to do something as far as the road, please make sure you take care of the trees and the beautiful flowers of the University of Miami and the lakes and everything. But I'm really here to support the university, and to thank all of you for the privilege of serving and sharing the wonderful gift that the university is. I'm going through an economic financial turmoil because I lost my job in December of 2008 and thanks to the university its better than going to a psychologist. I just go to the campus and it's like being in an enchanted forest, and it really has done a lot for me. So from the bottom of my heart thank you, thank you, and...

Mayor Slesnick: And thank you – and Sari you did real well.

Commissioner Anderson: That's what I was going to say, you did great.

Mayor Slesnick: We have Joe Natoli; Joe passes, he is in support of the university (laughter).

Commissioner Anderson: You think? (Laughter)

Commissioner Withers: He better be.

Mayor Slesnick: We have Barbara Namon. I have both of you, so, OK, surely. OK, Mr. Richard Namon, we have Barbara and Richard Namon, of 5555 Oakwood Lane.

Mr. Namon: Good afternoon Mayor and Commissioners. Basically I support the University of Miami's academic core business, which is education and that includes all their development programs and buildings, so I want to first say that I really totally do support the overall project as

presented, there are some details that I am concerned with. I looked over the 705 page submission from the university and I will say that I'm positive that there are things I missed in looking it over. One of the issues, it's a very simple zoning issue and I don't understand why it's even presented, is the block that isn't totally owned by the university having university campus designation on it. That's the kind of spot zoning which I think will work against the university's own ownership, this is properties on Ponce and the street behind Ponce, it's like a checkerboard with some university owned and that is spot zoning, I don't think it should even be included. In reading over the program it appears to me that the parking garages are not limited in any square footage form. This is, I think, a technical oversight; you talk about 6.8 million square feet of developable space, most places include parking garages within that. In this case they are excluded from the university zoning, and as far as their maximum square footage requirement... As far as I see the university could build as many square feet as they wanted to on the property. The other thing that is concerning me is that the amount of square footage buildable on this new university multi-use area, is not limited per say, which is to say that theoretically, I know the university doesn't intend to do this, they could demolish all the buildings on campus and move them onto this one spot, they could really literally use the 6.8 million feet there; and that brings me to the question of what would George Merrick say about the development of this multi-use area. His original envisionment of the university campus was totally surrounded by homes, which turns out to have been a mistake, and water, that was the original vision that Merrick had for the university. I don't know what his comments would be then, but I do know that the scale of the proposed multi zoned use area isn't specified on any of the drawings. So I use aerial measurements to conclude...

Mayor Slesnick: Just one second Mr. Namon. Give Mr. Namon a couple of more minutes; we'll give him his wife's time.

Mr. Namon: You can see this is LeJeune Avenue, this is Douglas Road, according to the size that is on the map taken from the landmarks that are given on the presentation, you come up with a space of almost 17 plus acres of commercially usable land in one form or another. I think there should be specific limitations as to the number of square feet that could be built down....and that isn't in the specifications as I saw it. It's all...[inaudible]...part of the...million square feet. So the issue of garages could be built on the university on the other side of the street according to the way things are. You could have all the commercial...that are used for the outpatient clinic and whatnot, this is...[inaudible]...that will affect businesses all over the city. I'm not against them having a commercial-type use, but just that you have 17...all contiguous running together and can possibly create a "Miracle Mile" appearance along Ponce de Leon Boulevard. The land on the other side of U.S.-1 with commercial zoning, those are about \$3 million....as far as the valuation....The university's land obviously has a lot of....even with all the changes in zoning, but this is a significant change, only thing I believe is that some thought should be given, further thought is to just exactly how this property can be used because it could become something like one side of Miracle Mile. Now that being said, the concept of development is that development is always good for consumers; there should be a lot of it, so the competition is good for the user. The problem is that when you have too much competition it's bad for the developer, and good zones takes this into account and provides for both sides of the equation. I just think a little more

thought on this particular area on this limitation is needed before going to a final hearing. Thank you.

Mayor Slesnick: Thank you. Mr. Bill Hartnett, is it 4450 or 4950 Bill?- Campo Sano. Well it's one of the two.

Mr. Hartnett: I'm William J. Hartnett; I live at 4950 Campo Sano Court. I've been in Coral Gables...

Mayor Slesnick: Bill you really need to turn the mike toward you.

Mr. Hartnett:...been in Coral Gables all my life. I don't think there is anybody in this room or in this building that has been here longer than I have.

Mayor Slesnick: What about your brother? (Laughter)

Mr. Hartnett: No, he's younger than I am.

Commissioner Withers: How many years?

Mr. Hartnett: Pardon?

Commissioner Withers: How many years have you been here?

Mr. Hartnett: 82.

Mayor Slesnick: So what did George Merrick say about this? (Laughter)

Mr. Hartnett: I've seen the university in all its phases of its growth; it couldn't have existed for many years in the early 30's and 40's without the city of Coral Gables donating \$25,000 a year. The University of Miami has never kept an agreement. Fifty-five years – in 1955 the city of Coral Gables gave to the University of Miami Miller Road to build the student center there, and cut off that access through the campus. An agreement at that time was to build an interior road; here we are 2010 it hasn't been built. In 1975 the University of Miami designed two alternative interior road systems. Every Commissioner and every City Manager that existed prior to this has had copies of those designs, and the university consistently violates the city of Coral Gables laws, State of Florida laws, the Dade County laws as to the concurrency. I have a letter here written on Coral Gables stationary, it says in that area there is no availability. The city of Coral Gables will not see this so called agreement that they have been hacking out; you will all be on Social Security and your grandchildren or great grandchildren will be running around your house before you see any agreement by the city of Coral Gables. I'm really kind of amazed at the PR that they've done here, and to see so many "top dogs" from the university here because they have been treating the citizens of Coral Gables like fire plugs, and I think that in order you'd be able to nail jelly to the wall easier than to get the University of Miami to an agreement. There is a State agreement with the State of Florida that limits the University of Miami to that campus of

260 acres, that doesn't mean that they can go across Campo Sano, go across San Amaro and go across Red Road. The university of course would like to have everything from Blue Road to Ponce de Leon from Granada to Red Road as part of their campus, they certainly had plans drawn at one time for that, and I think – you know the university was always the University of Miami at Coral Gables, now it's going to be Coral Gables at the University of Miami if this agreement goes through. This is nothing but a land grab in which they will do whatever they want to do and not abide by any regulations that the rest of the citizens of Coral Gables have to do and I urge you to vote against this item. In case some of you haven't got this letter, I have some extra copies here, plus the fact that in 1989 the roads were in that area were all marked with the exception of Granada with an "F", and here is the report by the University of Miami. What has improved since 1989? nothing. We've gotten bigger, we've got more students, we've got more cars every place. So the granting of more commercial space to be on the campus to increase the ratio is a direct violation of the concurrency laws in the city of Coral Gables, and in the County, and in the State, and I ask you this time to oppose this ordinance...(Mr. Hartnett's phone rang)...I apologize for that, I thought I turned it off, when you get old you forget things to do. But this area doesn't need – the university should stay in the business of education not in the business of a bottom line profit. There are departments in the university that make net, net, net a million dollars. I wish there were a lot of businesses in Coral Gables that made that kind of net, and I can name those departments. So I ask you on behalf of the citizens that live in this area and have lived in this area, and have tolerated the University of Miami over the years to vote this item down because apparently if it isn't voted down the only results that you are going to have is a court order, and maybe that's the only thing that the city of Coral Gables and the University of Miami understands, and I think perhaps if I had donated \$10,000-\$15,000 to some campaign things, I'd probably get more response than the University of Miami and the PR. Thank you.

Mayor Slesnick: Thank you. That would be illegal to donate that much money to a campaign, but to a good charity. Bill Donaldson, is it Donaldson – you pass OK – support the University of Miami. Christina Farmer, thank you Christina, I know that, but I had three people up here help me read it, and I couldn't.

Ms. Farmer: I apologize.

Mayor Slesnick: Christina, if I'm not mistaken, you are the President of the Student Body.

Ms. Farmer: I am.

Mayor Slesnick: Well congratulations on your Presidency and welcome to the Commission.

Ms. Farmer: Thank you. Well good morning Mr. Mayor and members of the City Commission, as Mayor Slesnick said, I am Christina Farmer and I'm Student Government President at the University of Miami. I am a senior double majoring in international finance and marketing and legal studies, and I plan on applying for the university's dual MBA and Law Degree Program. I'm in my final year as an undergraduate at the university. I will look back on these years fondly, proud of being part of the incredible experience at the "U". My fellow students and I have enjoyed being part of the Coral Gables community, shopping, dining and living in the City

Beautiful. As a leader of the Student Body it is my job to bring student issues to the administration. We have followed closely the university's relationship with the city, and our neighbors and have tried to be good neighbors ourselves. I'm here today to ask for you to support the university's proposal for a development agreement. I've reviewed the planned highlights and see that it benefits the university, the city and the residents. The plan addresses the needs of all the three constituencies and I believe that it will only continue to better our relationship. So thank you.

Mayor Slesnick: Thank you.

Commissioner Anderson: And good luck with your studies.

Mayor Slesnick: And our regards back to the student body. We don't get to see them as much as we would like to. Francis Sevilla-Sacasa, 460 Solano Prado. Good morning.

Ms. Sevilla-Sacasa: Good morning Mr. Mayor, Commissioners, City Manager, and everybody else. I'm sorry about my voice; I'm getting over a case of laryngitis, so I apologize for that. Again, my name is Francis Sevilla-Sacasa, who lives in Coral Gables, I am a Miami native, born and raised here, 54 years ago, and I'm also a 1977 University of Miami graduate, I'm also the former CEO of U.S. Trust Company in New York, but I'm presently enjoying a period of retirement in Coral Gables. But today I'm here to ask you to support the university and city development agreement. I'm very proud of Coral Gables, my city, I'm also very proud of my alma mater and I wear it on my sleeve every single day. Actually today, I'm wearing it on my lapel as you can see. You heard about our terrific ranking, what I can tell you is that in my 30 year career in global financial services, I have been able to travel the world. I've traveled extensively in the United States, I've traveled in all the major cities in the world, and what I can say is that today invariably when I am asked where I reside, where I live, and what my alma mater is, everyone today without exception knows of the stature of the University of Miami, knows Coral Gables to be the home of the University of Miami, and they know what a wonderful university it is. I think President Shalala mentioned that it is a world class institution today, and that's how people are referring to the University of Miami. I have witnessed many, many cases where former colleagues of mine, and I'm talking about senior executives around the world and friends whose children are going to be entering college and whose parents went to Ivy Leagues, are actually considering the University of Miami as their top choice. I had the good fortune of bringing one of these families down from New York City about two months ago; the University of Miami had given the children and the parents a wonderful tour of the university. They met with students, they met with faculty, they were so impressed about the stature of the school that I think both of their children are going to make University of Miami their top choice. One of the things that really impressed them greatly was the natural beauty of the school and the buildings, the grounds, as Ambassador Cobb mentioned earlier, and that's something that I hear time and time again. So I just wanted to give you a few of those anecdotes. Also about a month ago, I was with a CEO of a financial services company in New York, a very reputable one, who was planning for his retirement in two years. Well, he looked at several cities and he chose Coral Gables amongst many other cities. He could have chosen to retire in two years. He already bought a property here one month ago, and one of the major reasons he mentioned he chose Coral Gables was because of the world class institution of the University of Miami being in the

city. Our students as you know are tops in their field and in their class, the admissions is very selective today, and as an alumna nothing makes me happier to see than University of Miami reach these incredible heights. I hope that you have driven by our new alumni center, which is on Hurricane Drive; it is a beautiful facility which will open officially in the next few weeks. This is a perfect example of the types of beautiful buildings the university creates which blend in perfectly in the community and on campus, and I look forward to seeing many more types...

Mayor Slesnick: Your red light is blinking, but you couldn't see it.

Ms. Sevilla-Sacasa:...So I'm here to ask you to support the University of Miami development agreement. Thank you very much.

Mayor Slesnick: Thank you very much, we appreciate it. Our last speaker is Bob Gallagher, 1137 Campo Sano.

Mr. Gallagher: Mr. Mayor, Vice Mayor, members of the Commission, Mr. City Manager, Madam City Attorney, my name is Bob Gallagher; I reside with my family at 1137 Campo Sano Avenue, Coral Gables. With your familiarity with the Gables you know that Campo Sano Avenue is perhaps one of the most significant, if not the most significant street which will be impacted by the development plan, certainly as it impacts the north side of the campus. In response to invitations we received from the university, which they extended to all the neighbors, we attended informative presentations to familiarize ourselves with the development plan. We reviewed the benefits to the city, and we reviewed the benefits and the burdens to the university all of which are set forth in the development agreement, and certainly been previously discussed here today. My wife and I walk the perimeter of the university several times a week, and unlike a number of proposals you receive from developers who ask you and promise what they are going to do, one only needs to inspect the perimeter and the interior of this campus to witness and confirm the university's commitment to maintaining a first class institution. We also believe that the hundred yard buffer and the transition zone will provide appropriate setback for the neighborhood. The only traffic flow we see on Campo Sano Avenue is eastbound, which appears to be coming from people west of our city trying to either get downtown or to other places of work or leisure. My wife and I urge you to approve the university's application, and I thank you for your time and for sharing my thoughts.

Commissioner Anderson: Thank you very much.

Mayor Slesnick: Thank you for sitting with us all morning, appreciate it. We are closing the public hearing we are back now to the Commission's discussions, deliberations, and questions. We'll start with Commissioner Withers who expressed the ideas that he will have some questions.

Commissioner Withers: I do, thank you. First of all I really want to personally thank President Shalala, a real stand up response to the university's rankings, and from a Gator I have to tell you, you really had an opportunity to throw us under the bus, but you covered for us when my President was nowhere to be found. So thank you, you did hit it right on the button when you

said funding from the legislature is really affecting public education. So thank you. I want to thank the university, I don't know if the price tag was \$6 million or \$7 million in community enhancements, Joe and Jeff that's phenomenal. People don't really realize the benefits, but they'll see them now of having the university as neighbors, and it's something that 10-12 years ago this Commission envisioned the real neighborhood partnership and what an arm you reached out to help the neighbors. So for me personally it's phenomenal, phenomenal. So thank you. I have just a few questions, and I'm assuming this blue agreement we got about a month ago is pretty much the same as the green agreement in the package, a few minor modifications.

City Manager Salerno: Yes.

Commissioner Withers: OK. As far as the issues requiring the follow up to the neighborhood benefits, the Gables Fellow, the athletic tickets, does that last the whole 20 year term of the agreement?- what's the term on that?

City Manager Salerno: The term is 20 years.

Commissioner Withers: OK – and I'm assuming you're going to come back to us with how that's managed from the city's perspective.

City Manager Salerno: Yes, I will.

Commissioner Withers: Because that's not really laid out. As far as these efforts, the concert series, is that going to be co-branded with the City seal and the university seal?- have we thought that far in advance?

City Manager Salerno: There is a clause in here where we both get to use...

Commissioner Withers: It talks about the city seal, but I'm talking about the actual roll-out of these events, are they going to be co-branded along the way?- or how's that...?

Mr. Bass: It's our understanding that yes, they would be.

Commissioner Withers: OK. So the athletic tickets, the concert series, there will be a city seal along with the UM seal as it's presented to the community.

Mr. Bass: That's the concept. I don't know that it will be on every single piece of...

Commissioner Withers: But I like it.

Mr. Bass:...collateral that goes out in accordance with it, but that's the animating principle behind these types of events.

City Manager Salerno: As we advertise the program to our residents, it would be appropriate to give credit to the university and also recognize that it's a part of a city program as well, so that we will endeavor to do that in every case.

Commissioner Wither: OK. As far as the enrollment cap, is it a 12,000 number or is it a 13,000 number?

Mr. Bass: Commissioner Withers, I'm going to answer the question as I understood it, feel free to follow up if I don't cover it directly. I don't want to call it a cap; what it is it's more of a type of surveillance and monitoring. What we've said is, we've established a base line matrix of 10,000 students; if and when we get to 12,000 and if you judge history that's a big number, there is no present intention to go near that number. But should we get to that number, at that point in time we trigger the surveillance and monitoring programs that are set forth in the agreement where we then report to your City Manager from 12,000 every semester that we have more than 12,000, the number of FTE's that we have enrolled, consistent with the definition of FTE's, importantly the number of beds that we have built on campus for the purposes and reasons that Charlie expanded on earlier, and mitigation plan that looks back to any net new impacts not previously mitigated, caused by the bump up from 10 to 12 (thousand). Should we get to 13 (thousand) under the terms of this agreement, we need to amend the development agreement at that point in time, and more comprehensively look to what mitigation now above 12 (thousand) if we go to 13, needs to be considered and put into place.

Commissioner Withers: I understand. When you develop, and I'm assuming and I like the idea of the medical opportunities as far as testing, chemo treatments, or whatever that might hopefully placed in that zone on Ponce there, if you bring medical students would they be considered as part of that FTE at that point in time?

Mr. Bass: The definition of FTE for purposes of this agreement only, focuses on undergraduate students taking courses on the campus.

Commissioner Withers: So they would not be included?

Mr. Bass: They would not be included. We wanted to come up, Commissioner Withers, with the most consistent and uniform and predictable matrix, and because the graduate students move in an unpredictable way, we didn't want to include them in that definition.

Commissioner Withers: OK. You might as well stay up here, and if Charlie needs to jump up here then he can. Who owns the sewers under the roads that we're giving to you?

Mr. Bass: Charlie?

Commissioner Anderson: Charlie owns them (laughter).

Commissioner Withers: I know you are maintaining the roads, and hopefully you are taking them as is and any environmental and any possible pollution under the road is your responsibility.

Mr. Bass: It's as it; the answer that I would supply is yes, we would own them and maintain them.

Commissioner Withers: OK. As far as the maintenance of the storm water sewer and all of that, is that your responsibility?

Mr. Bass: All ours.

Commissioner Withers: How about the rain water tax?- that we call it, we affectionately call it, do you receive that revenue or is that coming to us?

Mr. Bass: The revenue?

Commissioner Withers: The storm water revenue.

Mr. Bass: This is one, Commissioner Withers, that I had not prepared to answer, so I don't want to guess at that. I could certainly get you an answer to that between First and Second Reading, I don't have enough of an understanding.

Commissioner Withers: OK. I don't know...

Mayor Slesnick: We charge that, don't we?

Commissioner Withers: Yes, we charge that, so I don't know...

Mayor Slesnick: We charge the university now?

Commissioner Withers: That's what I want to find out, that's what I want to find out if all of a sudden it's their maintenance issue and their sewer system or whatever, are they now still responsible for paying that storm water sewer?

Mr. Bass: Between first and second reading we'll get you an answer to that.

Commissioner Withers: OK.

Mayor Slesnick: Well wait, I think that deserves more than just, Oh yes, we'll take care of it; I'm not sure we want them taking care of our storm water sewer.

Mr. Bass: I don't know what we are starting with.

Mayor Slesnick: We take care of all our storm water sewers throughout the city whether it's under private or public property, so it's really a good question that needs to be not just, Oh yes, we'll take care of it, because I don't think we are trying to push you that way, we need to know that.

Mr. Bass: What I meant to say is, I don't understand the question enough to give you an answer today right now on that subject matter, and I will have that knowledge base by time of second reading.

Commissioner Withers: For the City Manager, right now as far as who owns and is responsible for the sewers, not necessarily the sewer, but the water the storm water system under the roads, is the city going to continue to maintain it?- or will the university maintain it?- and going along with that as far as the assessment, they pay for storm water....

Mayor Slesnick: If they pay it.

Commissioner Withers: If they pay it, where does that revenue go?

City Manager Salerno: We've got a provision in there.

Mr. Seimen: Commissioner, I believe the university will assume title and responsibility for those matters, and I believe it's a matter of law if they take care of that they would be entitled to a credit.

Commissioner Withers: We don't have to....don't commit now, but I think we need to...

Mr. Seimen: But that's what the law is.

Mayor Slesnick: We need to look into it and see...

Mr. Seimen: Oh, we will, but that's the expectation is the university is going to be responsible for those systems and if there are an assessment for those, they would be entitled to consideration.

Commissioner Withers: OK.

Mayor Slesnick: Wait, wait, excuse me, why was our expectation?- do we take care of the storm water sewers under the Village of Merrick Park?- do we take care of the storm water sewers under private businesses downtown, I'm just saying; I'm not sure we have an expectation, Charlie; I'd rather than just an honest, sincere investigation in this and decide what is the best course of action, rather than worrying about what our expectations are.

Mr. Seimen: We will.

City Manager Salerno: We agree Mayor, that will happen before second reading.

Commissioner Withers: Whatever is fair, I mean, I'm not trying to take something that we shouldn't be taking. As far as the...I have a comment or a question about, "*no new public facilities are necessary to service the intensity of use referenced*"; is that assuming what?- is that

like Police Department?- Fire? My feeling is that if they build another couple of million square feet, and they add another 2,000 students, would that not require additional public service support?

Mr. Seimen: First, the existing square footage which is the maximum permitted under the development agreement...

Commissioner Withers: Right.

Mr. Seimen:...has been previously approved...

Commissioner Withers: Understood.

Mr. Seimen:...in UMCAD 2006, and those judgments about what facilities were necessary were previously made. The reason that paragraph was there is the statute, Florida Statutes require us to identify any specific additional facilities that are necessary to accommodate that \$6.8 million square feet...

Commissioner Withers: OK.

Mr. Seimen:...because there has already been a prior judgment, determination and there are mitigation requirements that are included, that's why that statement is there.

Commissioner Withers: OK, but if...

Mr. Seimen: And there is also the language that any unmitigated impacts which are discerned going forward that those net new impacts can be mitigated.

Commissioner Withers: So if additional fire services are required for additional building, I'm assuming it would be?- or it would not be?

City Manager Salerno: They would be responsible for paying impact fees as our projects are developed, as well as the fire assessment fee for those costs.

Mr. Seimen: Those other fees are reserved – preserved.

Commissioner Withers: Give me one second here. As far as, you answered this; the timeframe for temporary is three years?

Mr. Seimen: That's correct.

Commissioner Withers: That's correct; and I understand that the administration through the City Manager, he can extend or she can extend that out...

Mr. Seimen: For good cause shown.

Commissioner Withers:...for as many terms as you deem necessary or there is no limit on that?

Mr. Seimen: There is no limit as the document is drafted; it's up to the judgment.

Commissioner Withers: OK, there's no limit, I don't have a problem. We went over the environmental; I think that, that is it. Housing also means, we talked about a hotel use on the property.

Mr. Seimen: That is a use that is listed in as a lodging...as a use.

Commissioner Withers: So lodging means commercial lodging not student lodging, because I really didn't see...

Mr. Seimen: That's correct.

Commissioner Withers:...I didn't see commercial, maybe we want to clean that up, I didn't see when you listed the uses, a hotel use or a...

Mr. Seimen: We defined that as lodging.

Commissioner Withers: As lodging – OK. Last question – is there a definition of campus in here?- what you call campus as far as defining the word campus. I know you have the boundaries of it.

Mr. Seimen: There is an exhibit which includes the legal description of the university campus as it is used in that agreement.

Commissioner Withers: So what is, and again I apologize, I didn't have an opportunity to meet with the City Manager before this. Does the campus extend out to Red Road and includes the Plummer Building, the Titanic, and that area there?- is that campus?

Mr. Seimen: No.

Commissioner Withers: OK. It stops at...

Mr. Seimen: It only goes to the university village property, is all that's included in that area.

Commissioner Withers: OK. So it juts out. As far as campus on the other side of the highway where the Holiday Inn is and the old IRE Financial, that's not included in the definition of campus.

Mr. Seimen: That's correct.

Commissioner Withers: OK. Thank you.

Mayor Slesnick: I'm sorry, that's correct what?

Mr. Seimen: It's not included in the definition, the described university campus, which is described in the legal description, which is attached in the exhibit of the development agreement.

City Attorney Hernandez: Commissioner, if you look at Exhibit C, the land use has a definition, and then it's more specifically defined in Exhibit D, under University Campus District. So I think that we caught what you are trying to do which is to keep it as a one nut, one area.

Commissioner Withers: You did, you did. Thank you.

Mayor Slesnick: Mrs. Anderson, if you don't have questions and you now have comments we could let Bill ask his questions.

Commissioner Anderson: I don't have questions, I have comments.

Vice Mayor Kerdyk: I need some clarification; because we've had a couple people come up here and comment about this multi-use location again. One of the...Mr. Namon mentioned that he thought it was 17 acres, 43,560 square feet per acre, basically you're talking about 750,000 square feet there, and whatever methodology is to come to a figure. My question is right now isn't this the same?- basically, the same multi-use location is a north-south center there, and isn't there a commercial usage on that space right now? What can you do on that space as it sits right now?

Mr. Seimen: Well the north-south zone as it was called in the university's master plan, it was not a part of the UMCAD provision, it was what they submitted and was approved, it was called the north-south zone, and what ancillary and accessory and typical university uses were permitted has always been a subject of some ambiguity. University has taken the position that they have broad rights within that area, a variety of uses. What we've done is specify what those uses are. The intensity of use has not changed and what is new is that there is a specific limit that says no more than that, 15 percent of that square footage in that area can be commercial retail which is not university serving, and that is it has an aspect that it might be serving someone outside the campus; and we believe that the acreage is 14 acres, and we believe that right now there is a million square feet shown on the UMCAD, approved UMCAD plan for this area, and 15 percent of that would be a maximum of 150,000 square feet that could be, could be possibly retail that's not university served.

Vice Mayor Kerdyk: I guess the question in layman's terms is the intensity of use more now or more in the old agreement.

Mr. Seimen: It's my opinion that there is no change in intensity in the multi-use area or on the university campus under the existing approved UMCAD; what there is, is more specificity of how and where that square footage can be used.

Vice Mayor Kerdyk: So again, in layman's terms, there is more protection for the residents of the city of Coral Gables in the way that we have it defined now as opposed to the argumentable way that it was in the prior agreement, correct?

Mr. Seimen: That is my opinion.

Commissioner Withers: You know, you mentioned this twice now, you obviously have a concern.

Vice Mayor Kerdyk: No, no, the fact is that I don't want anybody walking away from here today and thinking that all of a sudden we are giving a million square feet to the university commercial on that corridor there. That is not the right assertion at all. The fact is that they have the right now, we could argue about it, we could go to court about it, this defines it, this gives it more process, this also actually helps the residents because you know exactly what the uses are and so forth.

Mr. Seimen: And where they are?

Vice Mayor Kerdyk: And where they are and where they are going on that piece of property.

City Attorney Hernandez: This is more specific than the agreement in the '90's, and it gives the city greater protection, university, and it will alleviate the friction that has existed.

Vice Mayor Kerdyk: Alright.

Mayor Slesnick: Ms. Anderson.

Commissioner Anderson: Yes. About nine years ago I read a book called "Boom in Paradise", Arva, you may know about that; it's the salesman that worked for George Merrick, and one night he got sent off on a really wild goose chase down into the Grove, I believe, and his car broke down, he managed to get to the house where he was sent, and they spent all night talking about the development of the University of Miami, or what would eventually become that; and they talked about that world class university, an international university, and I don't know if they talked about a development agreement that night, they were silent on that one, but I'm really glad we're here. I think this development agreement worked on both sides of the aisle, from our city staff and our university team, strikes a really good balance that I believe, in my opinion, protects the neighborhoods and puts processes in place that allow it to come to public forum when and if that happens. I believe it also allows the University of Miami to achieve what was its original intention and it is a good day, and I end my comments with both a Jewish blessing and a Vulcan blessing, live long and prosper.

Mayor Slesnick: We've gone to the future here. Thank you Maria. It should be no surprise to anyone that I have been waiting a long time to see a proposed development agreement, and President Shalala and I have on a number of occasion shared our frustrations with the inability of the both of us to be able to come to a workable document and agreement in principle that we

could codify and consider; and here we are today finally, and so for that I am very grateful because like Maria and like some of my fellow Commission members, I feel that this is a step forward, not only the university, but for the city of Coral Gables and for its citizens, and that this paves the way to a very organized future for one of the greatest institutions of our state and certainly of our city, and that is the University of Miami. I am particularly pleased that the university came forward, now of course the main guts of this agreement that citizens concern themselves with and so forth, are the zoning changes, the allowable square footage, the commercial or semi-commercial areas, the interior roads which are being postponed, things like that, that is the guts of the agreement, and of course for the city too, it's the financial participation of the university and carrying the city forward into the future; however, I have to say in just picking out something that may not be the guts of the issues we are voting on, but the university coming forward with the sweeteners for the citizens of our city, those are some of the things, we always talk about quality of life here, talking about the high quality of life here for our citizens, and seeing the proposals that have been made by the university, which really came from the university, they were not demanded by the city, they were not asked for by this Commission, but they came from the heart of the university to say we'd like to do more for the citizens and have them involved in the life. So for the concert programs, and for sharing some of their athletic events with us, and for the lectures and all of the meetings the Docs, and so forth, I thank you Madam President and your team for that offer, and for trying to open up the doors of the university to the citizens. Two things, one is, Mr. Riel, I really would like to give Mr. Namon the courtesy he came with the most organized presentation of some concerns, not necessarily opposition, I'd like you to review his concerns, and if no one else what I'd like to have you comment on his concerns to me, and we'll share those with the rest of the Commission, OK. Got that. I think that Mr. Kerdyk's questions kind of went to the heart of some of his concerns, but I'd like to codify that so I just know his presentation has been considered; and whether what we think of it, OK. And then finally, there are always concerns, I mean, do I concern myself if the _____, and the road, and so forth, and so on, and we are not addressing the _____ today, and we are not dismantling the road, only giving it a healthy postponement because of its need is not there yet; and then am I concerned about how the university's development will affect the city and this transfer of roads, of course I'm concerned about that, but one thing that just continues to stick in my craw as everyone knows because I guess it's been repeated to everyone, is that I am concerned and before the Second Reading I just hope that people will try to make me feel more comfortable with the selling of alcohol at the Convocation Center. You know, we are kind of a dual faced society; we preach that people shouldn't drink and drive, that people shouldn't go and over indulge and yet we sell alcohol for profit sake to anybody that will buy it, and I'm particularly concerned on a college campus the fact that President Shalala and I had discussions some six years ago about the sale of alcohol in the Orange Bowl to young people, and I understand that the sale of alcohol is not for college events, it's not for college athletics, I realize all that, I just know that this is a large facility, it's the largest facility in our city, and it will have a lot of people coming and going and there will be some interesting kinds of presentations there, and so. With that I just would ask anyone that has anything to do with that to try to work with me in trying to make me feel a little more comfortable, but certainly that does not keep me from supporting wholeheartedly this proposed agreement. So, if there are no other comments, we will go back to the agenda item, I will need a motion on E-11.

Commissioner Anderson: I'll move it.

Mayor Slesnick: Ms. Anderson moves it, do I have a second? Second by Mr. Withers and this is the first item of the two. Mr. Manager, if I remember correctly, you did read this into the record, did you?- it's been a long time.

City Manager Salerno: Mayor, I didn't read it into the record, but I'd be glad to do it again if I'm not sure if anybody read it in prior to, I don't recall.

Mayor Slesnick: Well, we have a motion and a second, but go ahead and read it; I don't want anything to be overlooked here.

City Manager Salerno: I agree. Item E-11 is a University of Miami Development Order. An Ordinance of the City Commission of Coral Gables granting approval of a Development Order for the University of Miami pursuant to Zoning Code Article 3, Division 19, entitled "Development Agreements", for the University of Miami, city of Coral Gables Campus, for the area bounded by Ponce de Leon Boulevard, Red Road (SW 57th Avenue), Mataro Avenue, San Amaro Drive, Campo Sano Drive, Pisano Avenue and Carillo Street, Coral Gables, Florida; providing for incorporation of Ordinance No. 2946 through UMCAD approvals up and including Ordinance 2007-16, an amendment to Resolution No. 2003-7, an amendment to certain provisions of Ordinance No. 2007-16 with respect to the timing of certain obligations and modifications of Declaration of Covenants recorded on October 3, 2007, at OR Book 25968, Pages 4593-4609; and providing for severability, repealer, codification, and an effective date.

Mayor Slesnick: Mrs. Anderson is that the item which you in fact moved to approve?

Commissioner Anderson: I think so.

Mayor Slesnick: Mr. Withers.

Commissioner Withers: Yes sir, Mr. Mayor.

Mayor Slesnick: Any further comments? Mr. Clerk if you'd call the roll please.

Commissioner Cabrera: Yes

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Commissioner Anderson: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: Item E-12, would you read that Mr. Manager?

City Manager Salerno: Yes Mayor, E-12, Zoning Code Text Amendment – Article 3, Division 19, "Development Agreements". An Ordinance of the City Commission of Coral Gables granting

approval of an amendment to Zoning Code Article 3, Division 19, entitled "Development Agreements", Section 3-1907, entitled "Contents of development agreement/recording", by increasing the duration of a development agreement from not to exceed ten (10) years to not to exceed twenty (20) years; and providing for severability, repealer, codification, and an effective date.

Mayor Slesnick: Do I have a motion?

Vice Mayor Kerdyk: So moved.

Mayor Slesnick: Moved by Mr. Kerdyk.

Commissioner Anderson: Second.

Mayor Slesnick: Second by Ms. Anderson. Any further discussion?

Mr. Clerk

Vice Mayor Kerdyk: Yes

Commissioner Withers: Yes

Commissioner Anderson: Yes

Commissioner Cabrera: Yes

Mayor Slesnick: Yes

(Vote: 5-0)

Mayor Slesnick: With that we have given our First Reading approval to both items of the development agreement, we will move to second reading on what date?

City Manager Salerno: Mayor, could I have....please.

Mayor Slesnick: Oh, the resolution.

City Manager Salerno: Just on this one just for a moment. Mayor, I just want to take the opportunity before folks leave to recognize the contribution from the City Attorney, from Charlie Seimen, from Eric Riel, and Tim Plummer sitting here, and Dr. Hank (Henry) Fishkind with Fishkind and Associates who provided the economic analysis and forecasting associated with the economics of the deal that were before you. That's all I had Mayor.

Mayor Slesnick: We have Second Reading will occur when?

City Manager Salerno: 28th Mayor.

Mayor Slesnick: 28th of this month our next regular Commission meeting.

City Manager Salerno: Yes.

Mayor Slesnick: Thank you all for your participation and your presents, and the organized way in which it was done; Madam President congratulations.

[End: 12:44:54 p.m.]