

1 MR. COLLER: So we'll worry about it in
 2 twenty years.
 3 MR. SALMAN: I hope to see you renew it.
 4 CHAIRMAN AIZENSTAT: Yeah.
 5 I mean, I have no concerns, but the only
 6 thing which I would ask is, if something could
 7 be put there that there wouldn't be trash
 8 outside of that area, because I've noticed, in
 9 a lot of these types of businesses, it just
 10 automatically generates trash outside from
 11 people having cortaditos, cafecitos, and they
 12 just --
 13 MR. FIGUEREDO: 100 percent. I couldn't
 14 agree with the Board any more. We're also
 15 using -- the manufacturer that was used to put
 16 all of the accessories, the benches, the
 17 kiosks, is called Nettie. They're out of
 18 Italy. So I'm going to have two Nettie trash
 19 cans right outside, and we are putting in place
 20 the first brand ambassadors of Sanguich. So
 21 I'm going to make sure that I have an attendant
 22 outside, greeting everyone and making sure
 23 people feel good, and the place is clean.
 24 CHAIRMAN AIZENSTAT: Thank you.
 25 MR. FIGUEREDO: Of course. Thank you.

25

1 CHAIRMAN AIZENSTAT: I have no other
 2 comments.
 3 Is there a motion?
 4 MR. BEHAR: I'll make a motion, and I
 5 welcome any friendly amendment to the motion
 6 for approval, if you want to put in to have
 7 trash cans.
 8 CHAIRMAN AIZENSTAT: I don't know if it's
 9 necessary to say for the trash cans. The way I
 10 see it, I like what Chip said, for the
 11 recommendation --
 12 MR. BEHAR: Yeah, but that's a separate.
 13 This is not part of --
 14 MR. COLLER: We can make, certainly, as a
 15 condition -- well, with regard to the trash
 16 cans, if you want to make them as a condition,
 17 to have an appropriate trash receptacle, that's
 18 an appropriate condition. And if you want to
 19 add, as part of your recommendation, that the
 20 City Commission consider making these walk-up
 21 windows as a permitted use under certain
 22 circumstances and not required to be a
 23 conditional use in a public hearing, you can
 24 make that as part of your recommendations, if
 25 that's the case.

26

1 MR. BEHAR: I'll make the motion for
 2 approval with those two recommendations. And
 3 the parking is one that I don't know if we
 4 could make that a recommendation. That's
 5 something that the Parking Director has to get
 6 involved.
 7 MR. SALMAN: I suggested it. I didn't say
 8 it was a requirement. Mainly, a suggestion to
 9 help alleviate the traffic.
 10 MR. BEHAR: I like the idea, because then
 11 you dedicate two spaces for their use. I think
 12 that's a good -- you know, a suggestion, that
 13 if that could be incorporated, goes along with
 14 it.
 15 CHAIRMAN AIZENSTAT: We have a motion. Is
 16 there a second?
 17 MR. SALMAN: Second.
 18 CHAIRMAN AIZENSTAT: We have a second by
 19 Javier.
 20 Any other discussion? No?
 21 Call the roll, please.
 22 THE SECRETARY: Javier Salman?
 23 MR. SALMAN: Yes.
 24 THE SECRETARY: Chip Withers?
 25 MR. WITHERS: Yes.

27

1 THE SECRETARY: Robert Behar?
 2 MR. BEHAR: Yes.
 3 THE SECRETARY: Sue Kawalerski?
 4 MS. KAWALERSKI: Yes.
 5 THE SECRETARY: Felix Pardo?
 6 MR. PARDO: Yes.
 7 THE SECRETARY: Eibi Aizenstat?
 8 CHAIRMAN AIZENSTAT: Yes.
 9 MR. FIGUEREDO: Thank you.
 10 CHAIRMAN AIZENSTAT: You're welcome.
 11 MR. BEHAR: Next meeting, bring some
 12 samples. After the approval, you need to bring
 13 some.
 14 MR. FIGUEREDO: Thank you.
 15 CHAIRMAN AIZENSTAT: The next item is E-2.
 16 MR. COLLER: Yeah.
 17 CHAIRMAN AIZENSTAT: Mr. Coller, if you'd
 18 read that into the record, please.
 19 MR. COLLER: Item E-2, an Ordinance of the
 20 City Commission of Coral Gables, Florida
 21 providing for a text amendment to Appendix A
 22 "Site Specific Zoning Regulations," Section
 23 A-94 "Snapper Creek Lakes" of the City of Coral
 24 Gables Official Zoning Code to include all
 25 types of accessory uses in the rear yard ground

28

1 coverage calculation, to remove outdated
2 Section A-94-2, and to provide consistency with
3 the Snapper Creek Lakes' protective covenants
4 by increasing various setbacks; providing for
5 severability, repeater, codification, and an
6 effective date.

7 Item E-2, public hearing.

8 CHAIRMAN AIZENSTAT: Ms. Russo.

9 MS. RUSSO: Good evening, Mr. Chairman,
10 Members of the Board, Laura Russo, with offices
11 at 2334 Ponce de Leon Boulevard. I am here
12 this evening representing Snapper Creek Lakes
13 Homeowners' Association.

14 I have with me the president, Alex Quevedo.
15 I have the Honorable Alan Fine, who is a Member
16 of the Board of Governors, and Heather Quinlan,
17 who is the administrator and dock master.

18 A little bit of background. Snapper Creek
19 Lakes was one of three subdivisions that the
20 City of Coral Gables annexed into the City
21 boundaries back in June of 1996. It is, for
22 those of you who don't know, a subdivision at
23 the southern end of Coral Gables, composed of
24 approximately 124 platted lots, bordered by Red
25 Road, Old Cutler Highway, and its internal

29

1 clauses -- that the residents of Snapper Creek
2 Lakes want to preserve and maintain their
3 neighborhood character in a manner consistent
4 with the high standards of the City of Coral
5 Gables Zoning Code.

6 Snapper Creek Lakes is a little bit
7 different than the two other subdivisions that
8 were annexed at the time. Snapper Creek Lakes
9 has a mandatory homeowners' association and
10 recorded protective covenants. The other two
11 subdivisions do not. These covenants date back
12 to the '50s, when the subdivision was created.
13 Members agreed to abide by the covenants, when
14 they applied for membership, and they signed
15 that they have read them and accept them.
16 Plans for building a home in Snapper Creek are
17 presented to -- the HOA has their own
18 architect, that reviews their plans and
19 approves them, for, you know, Snapper Creek
20 Lakes, and then they go into the City.

21 We are here this evening requesting an
22 amendment to the site specific section of the
23 Zoning Code that pertains to Snapper Creek.
24 The requested amendments are to the site
25 setbacks. In the site specific, they are 15

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1 boundary. There are 122 building sites.
2 There's a minimum of one acre required. So all
3 of lots are at a minimum of one acre. Some are
4 greater than an acre, and they go up to about
5 an acre and a half.

6 The City, as I said, annexed Snapper Creek
7 Lakes and two other neighboring subdivisions in
8 June of '96. In 1997, the City passed
9 Ordinance 32-49, that created a site specific
10 section in the Zoning Code for Snapper Creek
11 Lakes. Site specific regulations, as some of
12 you know very well, are an extension of the
13 Zoning Code that's tailored for specific areas,
14 whether it be the Ponce Circle Park, Gables
15 Estates, Cocoplum, Journey's End, Coral Gables
16 Section B, you know, Riviera Sections, et
17 cetera. The ordinance, in particular, states
18 that the Snapper Creek Lakes neighborhood of
19 one acre building sites has been developed with
20 a character unique to the neighborhood and in
21 harmony with its landscape environs. It
22 includes a change in topography, rich native
23 vegetations, two lakes, and homes designed in a
24 classical contemporary style. The ordinance
25 further states -- and these are in the whereas

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1 feet. The protected covenant has them at 30
2 feet. The street side setbacks are at 30 feet.
3 In the protective covenants, they're 50 feet.
4 The rear setbacks are at 25. The covenants
5 have them at 30. And accessory building
6 setbacks are at 7.6 -- seven and a half feet,
7 and we're requesting eight feet. And we also
8 have an amendment, which is a clarification, of
9 accessory uses. And then there are two other
10 minor changes, which are corrections to the
11 marina slip and dock slip numbers, okay. And
12 that's just -- it's overall the same number of
13 dock slips and the same -- the total number is
14 the same. There's just one less marina slip
15 and one more dock slip. So it's just a
16 correction in the Zoning Code.

17 So a little history. This proposed
18 amendment came about -- and you're going to
19 say, "Well, Laura, if it was since 1997 and the
20 setbacks have been wrong all of this time, why
21 has it never been a problem?" Well, it just
22 hasn't. From 1997 to now, there hasn't been an
23 issue. Houses have been built pursuant to the
24 protective covenants. But in the last several
25 years, I don't know if COVID had anything to do

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1 with it, the association started noticing that
2 there were problems with plans being approved
3 that went against the protective covenants, and
4 also against the City Zoning Code.

5 So, for example, if you have a building
6 site that's an acre and a half, you're allowed
7 a guest cottage, but only if you have an acre
8 and a half. So there were a few plans that had
9 gazebos that were larger than the gazebo was
10 allowed to be, and enclosed on sides, and
11 cabanas larger than they were supposed to be.
12 So whenever the designing architect was
13 challenged, he would blame the City Architect.

14 So Heather and I had a visit to the City's
15 Development Services Department, and met with
16 the City Architect and the Development Services
17 Director and the City Planner and Zoning, and
18 it was determined that, yes, some things were
19 falling under the cracks, and we were catching
20 the Zoning Code, which is, really, the City's
21 job, and so it was decided that the best way to
22 address this was just to propose an amendment,
23 and that way we would make it more efficient
24 for both, the homeowner and for the City.

25 I'd like to show you just a little quick

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1 presentation here -- it's very quick -- just to
2 see if you can get a flavor, if you haven't
3 driven through Snapper Creek. So having been
4 in a lot of the different subdivisions and
5 having been in Gables Estates and Old Cutler
6 Bay and Journey's End and Cocoplum, you will
7 note that Snapper Creek is very unique, because
8 the lot coverage is 15 percent, and the
9 accessory lot coverage is five percent of the
10 rear. In the rest of the Gables, you know,
11 you're allowed 35 percent, and 10 percent of
12 the whole lot, so you tend to get not
13 insignificant houses, but you get a lot of lush
14 landscaping, and it's a very unique character.

15 So this is the entrance to Snapper Creek
16 Lake. It has a lot of natural hammock, a lot
17 of oak trees. Houses are sort of well-tucked
18 into the landscaping, and here's a copy of the
19 ordinance, with the proposed changes and
20 strikeouts, which you should have in your
21 package.

22 And to give you an idea, we had, as is
23 required, a neighborhood meeting. We invited
24 not just the entire residents of Snapper Creek,
25 but the City required us to notify residents

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1 within a thousand linear feet of the perimeter.
2 We had quite an attendance, mostly from people
3 from the outside, wanting to make sure that
4 whatever we were proposing here, wasn't going
5 to affect them.

6 I also have a map -- if you could bring up
7 the map -- a map that shows you that we sent
8 out e-mails to the residents, letting them know
9 about the amendment. The Board actually passed
10 a resolution to do this, and we have the
11 supporting e-mails, and we will be submitting
12 this to the Planning Department. This is the
13 list of all of the people so far in Snapper
14 Creek that support the proposed amendment, and
15 we still have people that are traveling back
16 from vacation, and we have a couple of deficits
17 here, where the family -- the estate hasn't
18 decided yet. They haven't had a chance to read
19 it. So this will be continued to be updated,
20 but I will submit with the Clerk, both, the map
21 and all of the e-mails that actually support
22 the "X" being put on this map.

23 So Staff has recommended the proposed
24 setbacks that pertain to the side setbacks,
25 both, for the regular setback, the street

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1 setback, and for the regular rear setback.
2 Staff is not supporting the setback from seven
3 and a half feet to eight, nor are they
4 supporting the clarification on accessory uses
5 that was made. So the clarification is just
6 that accessory uses -- allow for all accessory
7 uses that are outlined in the Zoning Code.

8 So the City considers that the language
9 being proposed for accessory uses is a change
10 in policy, and this policy is based on a
11 letter, that was addressed to a private
12 attorney, from a County Zoning Official, to
13 this private attorney, for a property in
14 Hammock Lakes II back in 2013. The letter was
15 copied to the Zoning Administrator of the City
16 of Coral Gables at the time. And the letter
17 states that the County did not count pools as
18 part of their accessory calculations.

19 And I say, "So"? Because a letter is not a
20 law. It has not been codified. I've been
21 representing Snapper Creek since 2007. I
22 helped them with their entire new marina
23 structure back in 2007. I had never seen or
24 heard of the letter until last year. Neither
25 had Heather Quinlan. And as I said to the

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1 City, I said, "It doesn't make sense to me,
 2 that to make a change, I notify people, all in
 3 the community, within a thousand linear feet.
 4 I have a neighborhood meeting. I come to a
 5 public hearing. But you're going to make a
 6 change, to a community, that no one knows
 7 about, right," and you think that that somehow
 8 is a policy? I mean, it's being treated as a
 9 law. And my answer is, "If you want to do
 10 that, try to change it, try to codify it into
 11 the Zoning Code," because several years ago
 12 Hammock Lakes wanted to change their lot
 13 coverage from 15 percent to 25 percent, and
 14 they did it by trying to change the three
 15 annexed areas, and when Snapper Creek got wind
 16 of it, they went ballistic, because a change in
 17 lot coverage from 15 to 25 percent would
 18 drastically change the community. We don't
 19 want that. Snapper Creek does not want that.

20 And so my argument is, please, accept the
 21 proposed amendment, as we have proposed it,
 22 with that language still in it, and if the City
 23 decides that that policy of not counting pools
 24 counts for Hammock Lakes II or Hammock Oaks, we
 25 are more than happy. We don't want to

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1 interfere with how they want to run their
 2 community. But since 1997, when Snapper Creek
 3 was annexed into the City of Coral Gables,
 4 pools have been counted as part of the rear
 5 setbacks calculation. So it just does not seem
 6 right to, all of a sudden, change this, without
 7 going through a full legislative process.

8 You know, the residents of Snapper Creek
 9 Lake never got to have an opinion on that
 10 policy, which was not requested by them, and it
 11 was not pertaining to property within their
 12 subdivision.

13 I respectfully request that you all approve
 14 the site specifics amendments as we proposed
 15 them.

16 Thank you.

17 CHAIRMAN AIZENSTAT: Thank you.

18 City Staff.

19 Laura, you'll reserve some time for
 20 rebuttal?

21 MS. RUSSO: Yes, please. I'll reserve time
 22 for rebuttal.

23 MS. GARCIA: Jennifer Garcia, City Planner.
 24 May I have the PowerPoint, please?

25 All right. So this is a Zoning Code Text

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1 Amendment to the site specifics of our Zoning
 2 Code specific to Snapper Creek Lakes.

3 So, as she said, Snapper Creek is located
 4 between Red Road and Old Cutler Road, with an
 5 internal boundary to the north and to the
 6 south. It's mostly, if not all, I believe, all
 7 single-family, low density, in the Future Land
 8 Use Map, and the Zoning is single-family
 9 residential.

10 Again, this is a Zoning Code Text Amendment
 11 to the site specifics. So this is summarized,
 12 more or less, into five main points, what
 13 they're requesting. The first one is to
 14 include all accessory uses and structures that
 15 are in this point, including pools, within the
 16 five percent rear yard ground coverage maximum.
 17 And I'll go through each of these five points
 18 in the continuing slides.

19 Also, mirroring the 50-foot and 30-foot
 20 setbacks that are currently enforced by their
 21 private covenants, increasing the setbacks for
 22 various accessory structures from seven feet
 23 and six inches to eight feet, also updating the
 24 maximum marina boat slips to be consistent with
 25 their County permit, and then to also remove

39

1 the redundant section A-94-2 for Snapper Creek
 2 Lakes Subdivision.

3 So including all accessories and structures
 4 within the five percent rear yard ground
 5 coverage maximum, this -- five percent ground
 6 coverage maximum is something that's specific
 7 to the Zoning for the County, for the EU-1, I
 8 think, was the Zoning designation before it was
 9 annexed in. So that's very particular to that
 10 Zoning, right. I'm sure you're familiar with
 11 our Zoning in Coral Gables, single-family, we
 12 allow for about 10 percent additional for the
 13 accessory structures, and that's for the entire
 14 property. This is just five percent of the
 15 rear yard.

16 So what the proposal is, and I think Laura
 17 already explained, in 2013, there must have
 18 been some kind of question of how the City is
 19 calculating the pool. So, pool, City-wide, we
 20 -- for single-family, we always include the
 21 pool as an accessory use structure in that
 22 calculation. However, in 2013, something must
 23 have happened. Someone requested this letter
 24 clarification to make sure that we were still
 25 keeping our promise to Snapper Creek and to

40

1 Hammock Lakes -- they were annexed in together
2 with the same Zoning -- to make sure that we're
3 doing the same calculation, because we promised
4 them that we would annex them in with the same
5 rights that they had before they're annexed in.

6 So when that clarification came back that
7 they do not count pools, I'm assuming because
8 it's not an elevated structure, it's in the
9 ground -- I'm assuming that's the reason behind
10 it -- at that point, there was a policy change
11 in the City. It's absolutely right that it's
12 just a letter, it's not really codified in the
13 Code, it's just a letter that was given to
14 Staff, for them to -- from now on, to calculate
15 the rear yard ground coverage maximum,
16 separately and differently, in Hammock Lakes,
17 as well as Snapper Creek, differently than the
18 rest of the City. So, again, so the pool would
19 be calculated, as proposed, with the five
20 percent maximum.

21 So this is the map that shows vacant
22 properties right now, and that's shown in
23 green, the light green. So it's a handful.
24 And the properties that were built after 2013,
25 because 2013 is when that policy changed.

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1 So the second requested change is the
2 mirroring of the 50-foot and the 30-foot
3 setbacks, and that applies to the side street
4 setback, as well as the interior side setback
5 be 30 feet -- sorry, the street side is 50 feet
6 and then the rear to be 30 feet, and that's
7 consistent. I understand it's already being
8 enforced by their covenants.

9 And, then, increasing the setbacks for some
10 various accessory structures, that you have
11 listed in your Staff report, to increase that
12 from seven and a half feet, again, from the
13 original zoning of EU-1 from the County and
14 increasing that to eight feet.

15 And the last two are pretty simple. The
16 maximum marina boat slips, to update that from
17 35 to 36 boat slips for the wet marina boat
18 slips and the dry storage spaces from 32 to 31
19 spaces, and that's consistent with what has
20 been submitted for the permit.

21 And then the last one is to remove the
22 repetitive Section A-94-2, which reference
23 Snapper Creek Lakes Subdivision, and that
24 refers back to Hammock Lakes, for some reason.

25 So they had a neighborhood meeting back in

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1 December of last year. We're here for the
2 Planning and Zoning Board. And then to move
3 forward to the Commission for two readings.

4 They had sent a notice within a thousand
5 feet of the entire neighborhood of Snapper
6 Creek, and that happened twice, the
7 neighborhood meeting and for PZB. The property
8 was posted, in various places, for visibility
9 sake, not the entire area, website posting, and
10 also the newspaper advertisement for this
11 meeting for tonight.

12 So Staff has determined that it is
13 consistent, for most of the requested items,
14 with the Comp Plan, and recommend approval with
15 conditions, and we've gone through those
16 conditions. We have an issue with not keeping
17 the promise originally, before, when it was
18 annexed in, to now count all accessory uses and
19 structures, including a pool, in the rear yard,
20 and also increasing that setbacks from seven
21 and a half inches to eight feet. And that's
22 it.

23 Oh, here's the map of the impacted
24 neighborhoods -- or impacted properties,
25 rather. So the green represents the vacant

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1 properties. Moving forward, they would pull a
2 building permit using these regulations, as
3 proposed, and then the orange properties are
4 representing the ones that were built between
5 2013, when that letter was issued, and today.

6 That's it.

7 CHAIRMAN AIZENSTAT: Thank you.

8 Do we have -- Jill, do we have anybody here
9 for this item?

10 THE SECRETARY: Yes, we do. We have three.

11 CHAIRMAN AIZENSTAT: How many people?

12 THE SECRETARY: Three.

13 CHAIRMAN AIZENSTAT: Go ahead and call
14 them, please.

15 THE SECRETARY: Call them? Okay.

16 Alex Quevedo.

17 MR. QUEVEDO: Good evening. Thanks for
18 having us today.

19 My name is Alex Quevedo. I live at 10950
20 Snapper Creek Road. I've been a resident there
21 for the last 13 years. And I so happen to be
22 the president of the homeowners' association.

23 I'm here, as what Laura had described and
24 Alan will speak to, also, it's a very important
25 issue for the majority of the residents of

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1 Snapper Creek. We want to protect the
2 character and the charm of the neighborhood.
3 It's unique. Most of us purchased there or
4 moved there because of that, and it's remained
5 something special, and we want to continue to
6 have that.

7 The Board unanimously -- our Board
8 unanimously passed this, what we're discussing.
9 They approved it across the Board. We've
10 reached out to -- like the map showed, we
11 reached out to the entire community and we're
12 at over 60 percent. That's during the
13 holidays. So we haven't contacted everybody
14 yet. We expect that number to probably reach
15 80, 90 percent of the homeowners in agreement
16 with what we're proposing today.

17 So I just want to kind of stress the fact
18 that this is something that's extremely
19 important to the residents, because of where we
20 live. Coral Gables is a beautiful place, and
21 Snapper Creek is beauty within the beauty of
22 Coral Gables. So thank you for your time.

23 CHAIRMAN AIZENSTAT: Thank you.

24 THE SECRETARY: Alan Fine.

25 MR. FINE: Good evening and thank you for

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1 want to preserve and maintain the character of
2 their neighborhood as it has been developed and
3 in a manner which is consistent with the high
4 standards of the," quote, "Zoning Code,"
5 unquote, "of the City of Coral Gables by having
6 site specifics regulations for Snapper Creek."

7 We demonstrated the intent. The City
8 adopted our intent to use the zoning standards
9 of the City of Coral Gables, which included the
10 pools. Nowhere does it ever say that pools are
11 not to be included.

12 And later on, in that same ordinance, it
13 says, "In addition, up to five percent of the
14 rear yard may be used for accessory uses and
15 structures." It doesn't say, one way or the
16 other, whether pools are included, but we
17 adopted the City of Coral Gables Code, it
18 should be included.

19 We know that Miami-Dade County does not
20 include it. Again, so what, like Ms. Russo
21 said. All we're doing is trying to codify, on
22 the setbacks, the protective covenants that we
23 have and Staff has agreed with that part, but
24 because a City Commissioner wrote a letter in
25 2013 to someone on behalf of a homeowner of

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1 hearing from us.

2 I just wanted to address one point, which
3 is the inclusion of the pools in the definition
4 of accessory use.

5 THE SECRETARY: I'm sorry, can you please
6 state your name and address, please?

7 MR. FINE: Thank you. I'm not -- yes.

8 THE SECRETARY: Thank you.

9 MR. FINE: Alan Fine. I live next door to
10 Alex. 10900 Snapper Creek Road, proudly in
11 Coral Gables.

12 So the Coral Gables Code includes pools as
13 part of the accessory use calculation. For
14 some reason, even though there's never been a
15 letter, a ruling, an ordinance, nothing, that
16 says that that does not apply for Snapper Creek
17 Lakes, the department has considered that,
18 because Snapper Creek Lakes used to be in the
19 County, somehow the County rule, where pools
20 are not included, is grandfathered in,
21 notwithstanding the lack of any support for
22 that opinion, whatsoever.

23 In fact, in Ordinance 3249, from 1997, in
24 Coral Gables, one of the whereas clause says,
25 quote, "Whereas the residents of Snapper Creek

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1 Hammock Lakes, that said, "Oh, well, the County
2 didn't include the pool, so we won't either" --
3 or, actually, that one from the Miami-Dade
4 Commissioner said, "We did not include pools
5 and we don't." That shouldn't have any effect
6 on Snapper Creek Lakes, who affirmatively
7 elected the City of Coral Gables Code back in
8 1997.

9 It has been the consistent practice, with
10 possibly one exception, by mistake, that every
11 set of plans approved by Snapper Creek Lakes,
12 before they go to the City, has included the
13 counting of the pool as an accessory use. I
14 think we've discovered one that got through,
15 where we made a mistake, but one mistake is not
16 a waiver of a right, especially when our
17 protective covenants state, quote, "Failure to
18 enforce any right, reservation, restriction or
19 condition contained herein, however long
20 continued, should not be deemed a waiver of the
21 right to do so thereafter as to the same breach
22 and shall not bar or affect its enforcement."

23 So, in summary, and thank you for
24 listening, the concept that a Miami-Dade County
25 interpretation is grandfathered in to Snapper

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1 Creek Lakes, despite the plain language in
2 Ordinance 3249, that, I would respectfully
3 submit, doesn't have support and we request
4 that you support the text amendment and pass on
5 that. And I thank you for your time.

6 CHAIRMAN AIZENSTAT: Thank you.

7 THE SECRETARY; Luis Hoyos.

8 MR. HOYOS: Hi, how are you?

9 THE SECRETARY; Excuse me, can you swear
10 him in, too?

11 (Thereupon, additional participants were
12 sworn.)

13 MR. HOYOS: My name is Luis Hoyos. I live
14 in Snapper Creek. The address is 9950 Sea
15 Grape Circle. It's a beautiful community. I
16 have a boy and a girl, and we live super happy
17 there. I probably -- if I get older, probably
18 that will be the place where I want to be.
19 It's a beautiful neighborhood.

20 I have lived in the Gables before. We
21 built a beautiful house, and -- and we sold the
22 house. It was built by a renown architect that
23 is here today, Rafael Portuondo. So the
24 process was excellent with him. And we decided
25 to hire him again to build this authentic Coral

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1 submitted to Coral Gables Board of Architects.
2 Plans were approved for preliminary, and us, as
3 a client, begin construction document process.

4 June 2023, plans were submitted for final
5 approval to Snapper Creek.

6 July 2023, plans were picked up. The plans
7 had the approval stamp and signed by Mark
8 Reardon, and had the approved stamp from
9 Snapper Creek.

10 July 2023, subsequently, the approval stamp
11 was crossed out by Snapper Creek.

12 So I'm here because we been -- we should
13 have been looking at -- the lot that we have in
14 Snapper Creek, we have a structure already, but
15 we were denied, and I don't want to hire a
16 lawyer to sue them, because we have not been
17 given the right explanation.

18 I am not a lawyer. We are in the
19 restaurant business. And the last thing we
20 want to do is to sue an association, but there
21 is not something valid to tell us you cannot do
22 this, if the people that we hire, that are
23 professionals, follow the process, went to the
24 City, went to talk to them, and now we know
25 that they're trying to change a Code that is

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1 Gables house in Snapper Creek.

2 In June of 2022, plans were submitted for
3 preliminary review to Snapper Creek. It was
4 not approved by Snapper Creek. On July 7th,
5 2022, Mark Reardon, Snapper Creek architect and
6 agent, provide us with a letter, by Zeke
7 Guilford, clarifying the requirements for
8 accessory structures in the rear yard.

9 Pursuant to said instruction from Mark
10 Reardon, our architect revised the plans not to
11 include the pool in the rear yard calculation.
12 A note on the drawings clearly indicated that
13 us, as clients, were not including the pool in
14 the calculation.

15 July, the same year, 2022, plans were
16 submitted, subsequently revised and
17 resubmitted.

18 August, same year, plans were approved for
19 preliminary by Snapper Creek.

20 September 2022, meeting at Coral Gables
21 with the Staff to confirm the letter from Zeke
22 Guilford, provided by Mark Reardon, where the
23 pool was not part of the accessory structure.
24 Coral Gables confirmed.

25 The same month, same year, plans were

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1 not implemented.

2 Yes, I know we signed some rules, but it's
3 not there. It's not clear. So if they want to
4 change the Code, it's okay, but I don't think
5 we're supposed to be under something that is
6 not even written down by them.

7 So I'm here just to tell you guys -- sorry
8 to say guys -- everybody here tonight, they're
9 very respectful people, professional, that it
10 should be clear by them, yes, but we are not --
11 we are not given the right answer for that --

12 MR. BEHAR: May I interrupt you for a
13 second? You're not in favor of the proposed
14 changes, because your case -- I think, I don't
15 know if I'm misunderstanding, is not something
16 that is -- we are not going to give you an
17 answer. That's something that has to come
18 from -- you know, whether -- where the
19 association is coming is to have modifications
20 to the current guidelines, for lack of a better
21 word --

22 MR. HOYOS: I understand that, yes.

23 MR. SALMAN: -- you know. And are you not
24 in favor of that?

25 MR. HOYOS: I am not, right now, because we

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1 are not -- how am I going to be in favor of
2 something that is not -- that is affecting me?
3 Yeah, so I am not in favor.

4 MR. SALMAN: Just a quick question. The
5 reason for the rejection, was that a rear area
6 overage for axillary use?

7 MR. HOYOS: Yeah. We are not counting the
8 pool.

9 MR. SALMAN: I'm just trying to get -- is
10 this --

11 MR. HOYOS: We are not counting the pool.

12 MR. SALMAN: -- pertinent to the item
13 before us today?

14 MR. HOYOS: Yes.

15 MR. SALMAN: Okay.

16 MR. HOYOS: So this is a case that they're
17 trying to clarify, between them or not, that is
18 affecting us, and probably affect many
19 construction -- many people that work --

20 MR. BEHAR: The reason I ask, because I'm
21 not sure -- I feel like, you know, your
22 particular case is something that is not in
23 front of us today.

24 CHAIRMAN AIZENSTAT: That is correct. In
25 other words, we're listening --

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1 MR. PORTUONDO: 5717 Southwest 8th Street.

2 MR. COLLER: Thank you.

3 CHAIRMAN AIZENSTAT: Thank you.

4 MR. PORTUONDO: One of the things that I
5 take a lot of pride in -- and I've known Laura
6 for many, many years -- is, before we start any
7 project, we go through the due diligence as if
8 the project was starting from zero. Whether
9 we've talked to the City of Coral Gables a
10 hundred times, we start from zero in every
11 project.

12 We met with Suramy Cabrera to clarify how
13 you calculate the rear setback, the five
14 percent. We met with Suramy to calculate pools
15 and accessory structures. We met with the
16 Snapper Creek architect, and he clarified for
17 us that the pool was not counted as part of the
18 five percent. We proceeded, because, at that
19 point, we had an accessory structure and the
20 pool. Our rear calculation was approximately
21 800 and something square feet. So by not
22 counting the pool, it affected the size of the
23 accessory structure.

24 We proceeded the process of clarifying the
25 drawings, and submit it, with a note, pool not

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1 MR. COLLER: It may well impact his
2 situation, if there is a change.

3 CHAIRMAN AIZENSTAT: That's correct.
4 Correct.

5 MR. BEHAR: Right.

6 MR. SALMAN: Right.

7 MR. BEHAR: That's why I asked, is he in
8 favor or not. Obviously, he's not in favor,
9 because it will affect him.

10 MR. COLLER: It will impact his built.

11 MR. HOYOS: And we already submitted plans
12 to the City. Most of them were approved. They
13 came back with some revisions. But the pool
14 was there, and the City accepted it.

15 So this is my case. Thank you very much
16 for listening to us.

17 CHAIRMAN AIZENSTAT: Thank you.

18 Can you call the next speaker, please?

19 THE SECRETARY: Yes. The last speaker is
20 Rafael Portuondo.

21 MR. PORTUONDO: Rafael Portuondo, Portuondo
22 Perotti Architects.

23 One of the things that I think a lot of --

24 MR. COLLER: Would you give the address of
25 your office?

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1 included in rear setback lot coverage
2 calculation. He approved the set we submitted.
3 We proceeded with construction documents. If,
4 at the time, the architect that represents
5 Snapper Creek would have told us the pool
6 counts, I would have met with the owner and I
7 would have said, "Listen, you know, they made a
8 mistake, whatever, and we've got to count the
9 pool," but that didn't happen.

10 We proceeded with the most expensive part
11 of architecture, which is construction
12 documents. We submitted it to Snapper Creek,
13 and they approved it. So, at that point in
14 time, it had all of the stamps, like Luis was
15 saying, and we -- then we got called, a day or
16 so after, to unapprove it. So whoever was the
17 person involved or not involved, was obviously
18 not talking to their hired architect, that
19 represents Snapper Creek.

20 And so, as architects, the only thing you
21 can do is follow the guidelines of the person
22 in charge. Because of that, we went -- we
23 actually met with the City Attorney, and we
24 wanted a clarification on that. So the
25 clarification was that, when properties are

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1 annexed from Dade County, they follow the Dade
2 County regulations, and the City clarified to
3 us that they are -- that we are right in not
4 counting the pool. This is from Cristina
5 Suarez -- Suarez -- Sanchez -- Suarez, right?

6 MS. GARCIA: Suarez.

7 MR. PORTUONDO: And so we had a meeting
8 with her, with Staff, and the whole thing, and
9 they said to us, "Look, Snapper Creek is coming
10 to present, to clarify the Code, but why don't
11 you submit your drawings, so you document and
12 you're locked into the current Code," which is
13 why -- what we've done.

14 In the comments we got from the City of
15 Coral Gables, the pool is not included. In
16 other words, it wasn't part of the
17 calculations. They approved it that way.
18 There was a calculation -- there was a comment
19 on trellises and something else, that we can
20 solve. It's not a big deal.

21 And so what angers us, and angers me, is
22 that we did everything by the book, everything,
23 up until getting approvals from Snapper Creek,
24 approvals from the City of Coral Gables. The
25 reason why annexed properties in Dade County,

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1 you're locked into the Code modification that
2 Snapper Creek is going forward with, and that's
3 what we did. So we're hoping that this can
4 solve itself. We're hoping that it solves
5 itself for our client, because we feel that
6 either Snapper Creek was not organized, they
7 hired the wrong guy, he was given the wrong
8 information, but he's the one that told us how
9 to calculate for Snapper Creek.

10 So that's the process that we've gone
11 through. That's the process that we've been
12 given advice by the City Attorney, and so we're
13 upset.

14 Thank you very much.

15 CHAIRMAN AIZENSTAT: Thank you, sir.

16 Jill, any more speakers?

17 THE SECRETARY: No more speakers.

18 CHAIRMAN AIZENSTAT: What about on Zoom?

19 THE SECRETARY: No.

20 CHAIRMAN AIZENSTAT: On the phone?

21 THE SECRETARY: No.

22 CHAIRMAN AIZENSTAT: At this point, I'll go
23 ahead and close it for public comment.

24 Laura.

25 MS. RUSSO: Can I have -- thank you.

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1 that are absorbed into Coral Gables, the reason
2 they don't include pools and things like that
3 is because they would be including an existing
4 non-confirming, according to the attorney. In
5 other words, if there are 50 houses in Snapper
6 Creek that have pools that don't count, that
7 means there would be automatically 50
8 non-conformance, according to the City
9 Attorney.

10 While listening to this presentation and
11 seeing that they're requalifying the
12 calculations of pools and accessory structures,
13 it's great, but that's not what happened to us,
14 and the reason -- I'm glad that my client, my
15 friend, is here not agreeing, is because it
16 would affect him and it would have affected me.
17 And I asked Laura, "Who's going to pay for
18 this, after getting approved by Snapper Creek?
19 Who's going to pay for all of the fees that our
20 client has paid, approvals from Snapper Creek,
21 approvals from Coral Gables?"

22 So, yes, we're upset, because of the
23 process, and so what the -- I'm going to
24 reiterate what we did. The City Attorney and
25 the Staff said to submit the drawings, so

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1 I'm going to hand out to you the letter
2 that has been addressed, so you can take a look
3 at the fact. The letter is from a David
4 Johnson, an architect -- he's been around a
5 long time. I don't know if he's still
6 practicing, but I've worked with him before --
7 back in 2013.

8 It's obviously in response to a letter, but
9 we have no idea what this Zoning Permitting
10 Division Chief is answering, because the letter
11 doesn't accompany it. It copies the City of
12 Coral Gables, and it only references -- it's a
13 short paragraph, so you'll have a chance to
14 read it, Hammock Lakes II. And so what I want
15 to make clear is -- and that case is totally
16 irrespective, because that's a whole separate
17 thing, and has nothing to do with this
18 amendment.

19 We brought this amendment to make clear,
20 besides the setbacks, is all pools -- new pools
21 that have been built since 1997 have counted.
22 As the Honorable Judge Fine said, there may
23 have been one that slipped through. If a pool
24 had a home that did not count, because it was
25 built when it was unincorporated, if the house

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1 is renovated or if the house is demolished and
2 re-built, the pool has counted. So, other than
3 one, there has not been pools that have not
4 counted in the rear setback.

5 So, for us, this language is to clarify,
6 because the City is acting on this letter, and
7 this letter, there is no attachment or record
8 that shows that the Zoning Administrator at the
9 time sent this to zoning technicians. It
10 didn't go to Hammock Lakes. It definitely did
11 not go to Snapper Creek. So, once again, the
12 City is acting on a letter that has not been
13 codified, and while there may be cases in
14 Hammock Lakes and in Hammock Oaks, where they
15 don't count the pool, that's okay. We're not
16 asking for them. We are here, telling you, the
17 pool has always counted since we became
18 incorporated as Snapper Creek -- I wish I lived
19 in Snapper Creek -- incorporated into the City
20 of Coral Gables.

21 So the language wasn't to change, it was to
22 clarify, because this letter exists and people
23 are being confused, but this letter is not law.
24 I mean, the whole reason for having a Zoning
25 Code and the legislative process is to provide

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1 and regulations that originally were in place,
2 it was Miami-Dade County, which did not count
3 the pool as part of the five percent, correct?

4 So do you have, in your guidelines, that
5 specifically say that the pool must be counted
6 in the five percent?

7 MS. RUSSO: No, but every pool --

8 MR. BEHAR: So -- wait, hold on a second,
9 because if you don't have specifically to come
10 back and tell somebody that says, "Oh, by the
11 way, you need to count it," you know --

12 MS. RUSSO: Well, except everybody else who
13 built a pool, from '97, from 2013, and we can
14 give you, we have examples --

15 MR. BEHAR: Is it in writing, where you
16 says it has to count as part of the five
17 percent? Is it in writing? No.

18 MS. RUSSO: No, because what does it say,
19 according to the City's Zoning Code, and the
20 City's Zoning Code has pools as a specific --
21 it doesn't say some accessory uses, and that's
22 why I just want to clarify --

23 MR. BEHAR: But, remember, this was an
24 annexed property. This was not part of the
25 original City of Coral Gables.

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1 notice and an opportunity to be heard, and I
2 submit that the residents of Snapper Creek are
3 going to be affected by interpretations of
4 their Code, of their site specifics, that are
5 going to differ from the ones that they are
6 going to give, because they're going to say,
7 we're following the City of Coral Gables Zoning
8 Code, and somebody's going to pull out this
9 letter, and we're going to say, "But it's not
10 the law." If the City wants to make it a law,
11 they can amend the Zoning Code and amend
12 Hammock Lakes, Hammock Oaks and try to amend
13 Snapper Creek.

14 So I feel that this -- and, again, the
15 gentleman's case is something entirely
16 separate. It's not here. That's an issue that
17 has to be resolved between the homeowner and
18 the homeowners' association. We're here to
19 avoid any mess, because, as I said, I've been
20 representing this community for a long time,
21 and I never knew this letter existed, okay.

22 MR. BEHAR: But, Laura, let me -- because
23 as the City Attorney indicated, it does affect
24 the process tonight. This was an area that
25 belonged to Miami-Dade County, and the rules

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1 MS. RUSSO: Right, but when it became part
2 of the City of Coral Gables, there was the
3 opportunity, with the site specifics, to say,
4 "We don't want to count certain accessory uses.
5 We want to eliminate the pool." That was not
6 in there. And I would even submit that, in
7 2013, when this letter came to be, why did the
8 Zoning Administrator not say, "Let's make a
9 change, and for all of those in unincorporated
10 areas" -- there were only three. They have
11 site specifics -- "Let's add that the pools is
12 not counted"?

13 I submit that only some people are privy to
14 that letter. It's not shared with everybody,
15 because if you ask people who recently built
16 homes in Snapper Creek, and I gave the City a
17 list of the homes built from 2010, and I said,
18 "But you can go back to '97," the pool has been
19 counted in the rear setback, except for the
20 one, that we know, and there was an issue there
21 with it being a renovation, and it became a
22 demolition, but our covenants particularly say,
23 because something went through, doesn't mean
24 it's a change, and the City of Coral Gables, as
25 most of you well know, when they make a

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1 mistake, they can pull your permit and say, "We
2 made a mistake." But that issue is an issue
3 that the homeowner and the association have to
4 resolve, separate and apart from the amendment.

5 The amendment is to clarify for the future
6 that we want to make sure everyone understands
7 the pool is counted. I don't discount the
8 argument he's making, but that's not in front
9 of this Board today.

10 CHAIRMAN AIZENSTAT: I understand.
11 Chip.

12 MR. WITHERS: Yeah. Hi, Laura, nice to see
13 you.

14 MS. RUSSO: Nice to see you.

15 MR. WITHERS: Your Honor, nice to see you,
16 too.

17 So the question I have is, do any of
18 these -- does your amendment liberalize any of
19 the Coral Gables Zoning Code?

20 MS. RUSSO: Does it rely on the Zoning --

21 MR. WITHERS: Is it liberalized? Is it
22 less than --

23 MS. RUSSO: No. This is more restrictive.

24 MR. WITHERS: Okay. Okay. I just want to
25 point that out. Okay.

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1 said, you know what, we're going to back off
2 and let home rule -- them manage their own
3 doings, you know, their own setbacks, their own
4 lot coverages, their own whatever.

5 So, I guess, like my next question to the
6 City is, why are we now trying to liberalize a
7 Code, when, for so many years, the deal that we
8 made with these annexed areas was that it was
9 okay for them to keep their own codes, as long
10 as they were more stringent than the Coral
11 Gables Code?

12 MR. COLLIER: Mr. Chairman, if I may comment
13 on that, because in the discussions only,
14 currently, what we told areas that could be
15 annexed is, if you were allowed it when you
16 were part of the unincorporated area, you would
17 be allowed it in Coral Gables, because one of
18 the concerns that neighborhoods had was that
19 there are areas in Coral Gables that is indeed
20 more restrictive than the County.

21 So that was how -- to encourage areas to
22 annex.

23 MR. WITHERS: I understand that argument.

24 MR. COLLIER: So, for example -- I'll give
25 you an example. Like a boat in the side yard,

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1 MS. RUSSO: Yes. Nothing in here is more
2 liberal than the Zoning Code.

3 MR. WITHERS: I got it. I got it. Okay.

4 MS. RUSSO; On the contrary, much more
5 restrictive.

6 MR. WITHERS: Number 2, when Snapper Creek
7 was annexed into Coral Gables, along with
8 Hammock Oaks and -- were pools counted?

9 MS. RUSSO: In the County, no.

10 MR. WITHERS: In Coral Gables?

11 MS. RUSSO: But in Coral Gables, pools were
12 counted as an accessory use.

13 MR. WITHERS: So my memory is fading,
14 however, I can tell you that I probably sat
15 through four or five of these annexations, and
16 the comment was always made that the City of
17 Coral Gables had no problem with current home
18 rule law that these annexed areas had. In
19 fact, they had the right to be more stringent
20 than what the City of Coral Gables applied, and
21 I remember that pretty clearly, and I know you
22 were involved with quite a few of them.

23 So, when we looked at an area like Snapper
24 Creek, as long as their rules were more
25 restrictive than Coral Gables, we basically

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1 you know, that's a big issue for areas, and it
2 might not be permitted in Coral Gables, but it
3 might be permitted under the County Code.

4 MR. WITHERS: And we didn't allow that. We
5 didn't allow wooden fences. We didn't allow
6 chain link fences.

7 CHAIRMAN AIZENSTAT: Right.

8 MR. WITHERS: We didn't allow commercial
9 vehicles.

10 MR. COLLIER: But whatever was permitted at
11 the time that it came -- my understanding, if
12 it was permitted under the County's --

13 MS. RUSSO: But it's a legal
14 non-confirming. So when they went to go do any
15 fixing -- for example, your fence falls down
16 and you go replace it, you don't get to keep
17 the wood fence.

18 MR. COLLIER: But what they were supposed to
19 do is, they adopted site specifics that were
20 to -- basically to codify that which was
21 permitted, so -- and that was what was supposed
22 to be done. Unfortunately, it looks like, in
23 this case, they were silent on this, and the
24 letter from a Mr. Byers, who, actually, I knew,
25 but he's talking about how the County viewed

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1 those particular accessory uses at that time.

2 MS. RUSSO: But he's only referencing a
3 particular property, for a particular
4 architect. So, once again, my argument is, if
5 the most important thing, as part of our
6 democracy and part of our Constitution -- and,
7 you know, I've been here and how many times
8 have I heard, did you tell the neighbors, have
9 you had neighbors meetings -- that we are
10 enforcing a policy, not a law, not a
11 regulation, a policy, that has not been
12 publicly shared and has not been codified. It
13 was not sent to every resident.

14 You know, I had to have a letter and a
15 notice, I had to go post signs, and I sent a
16 letter inviting all of the residents within a
17 thousand linear feet and within Snapper Creek,
18 for a change that matched the protective
19 covenants, yet the City is allowed to make a
20 change that people are unaware of, and to
21 enforce it, and it's not a law.

22 So I'm just trying to clarify the language,
23 so that, in the future, people look at that
24 site specific and say, "Oh, it's counting
25 everything that's defined in the City Zoning

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1 Code," which is how we've interpreted it at
2 Snapper Creek since '97.

3 CHAIRMAN AIZENSTAT: Laura, what I'd like
4 to do -- I understand -- if you're done with
5 your rebuttal, I'd like to give the Board
6 Members an opportunity to speak.

7 MS. RUSSO: Uh-huh.

8 CHAIRMAN AIZENSTAT: Felix.

9 MR. PARDO: Thank you, Mr. Chairman.

10 I think this is super disturbing, and the
11 reason it's disturbing is that, from what I
12 understand, covenants trump the Zoning Code.
13 So if they more restrictive is the covenant,
14 you must go by the covenant.

15 Now, is the covenant silent when it comes
16 to calculations of areas of pool?

17 MS. RUSSO: What the covenant says is that
18 the Zoning Code prevails, the Zoning Code of
19 the governing body prevails, and when it went
20 to being the County, it became the Zoning Code
21 for the City of Coral Gables, which is why,
22 much to the chagrin of many homeowners, rest
23 assured, from '97 on, who built pools, found
24 out that now the Gables counts the pool in the
25 rear setback.

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1 MR. PARDO: With all due respect to our
2 attorney, our City Attorney, Mr. Sotolongo said
3 that, you know, legal non-confirming. It's
4 absolutely 100 percent true legal
5 non-confirming, but, in this particular case,
6 they have a vacant lot. So there's nothing
7 legal non-confirming, except the overall
8 regulations of whatever was --

9 (Simultaneous speaking.)

10 MR. PARDO: So if it was a legal
11 non-confirming, and as Chip said, well, someone
12 has -- you know, that's the problem with
13 annexations, that there's always a conflict,
14 unless you do a real good job, a thorough job
15 of trying to figure out all of the different
16 things, if you have a chain link fence on your
17 front yard, that's great, but if you build new,
18 then, all of a sudden, you can't do that.

19 Then you have to --

20 MR. COLLIER: I'm in complete agreement with
21 you. The issue is, what was done in the
22 annexed areas was, they adopted site specifics
23 for each area. So maybe -- I don't know
24 whether they did it or not, if they allowed
25 chain link fences at the time, and they wrote

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1 in there, "Chain link fences would be
2 permitted," in the site specifics -- the point
3 of the site specifics is, the site specifics
4 actually trump the Zoning Code. So the site
5 specifics were written so that they were,
6 essentially, an exception to whatever the
7 general Zoning Code was. In this case, it is
8 silent on this issue.

9 MR. PARDO: So going back to the
10 setbacks --

11 MR. COLLIER: Right.

12 MR. PARDO: -- which the applicant is
13 trying to make the setbacks stricter, going
14 from seven foot six inches to eight feet, is
15 that to be able to be in compliance with the
16 covenant?

17 MR. COLLIER: Well, there's -- the covenant
18 is a private covenant. Let's separate two
19 different types of covenants. There's
20 covenants that are proffered in connection with
21 a public hearing. Those are public covenants.
22 They're accepted by the Board. There are
23 private covenants, that private communities
24 have, where private communities are responsible
25 and have the right to enforce their private

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1 covenants.
2 So this particular community has a private
3 covenant, that, in fact, they have a right to
4 enforce. Their covenant may be more
5 restrictive than what the County regulations
6 were at the time, and their covenant governs,
7 because these folks bought with the
8 understanding that this is the covenant.

9 MR. PARDO: So the question becomes, is the
10 applicant trying to comply with the private
11 covenant that they have on their parcel, so
12 then, an architect can come in and say, the
13 setbacks is seven foot six or eight foot, and
14 now that is also an agreement with the
15 covenant, because --

16 MR. COLLER: Well, as I understand it, the
17 applicant in this case is Snapper Creek's
18 homeowners' association. What they're seeking
19 to do is to basically make that private
20 covenant to be part of the County Code.

21 MR. PARDO: Okay. So I --

22 MR. COLLER: I'm sorry, not -- the City
23 Code.

24 CHAIRMAN AIZENSTAT: The City Code.

25 MR. COLLER: Right.

1 you're a certain size, you can have a gazebo,
2 you can have a pool, you can have a trellis,
3 you can have -- and so we've always interpreted
4 it, as per the Zoning Code. So, to me, the
5 language has been just to avoid this scenario
6 that is happening now, and it is to make them
7 mesh more and to make it more efficient for
8 both, the homeowner and Snapper Creek, and the
9 City, right, so everything is meshed.

10 You know, Gables Estates has site specifics
11 that are different and more stringent than
12 Coral Gables, so does Cocoplum, so does
13 Journey's end, and as you know, there are
14 sections in the Gables where things, over the
15 years, that are back from the '50s and '60s,
16 have been changed in site specifics.

17 MR. PARDO: Can you explain why Staff says,
18 "The ground coverage calculation is outdated.
19 Snapper Creek Lakes protective covenants has
20 stricter setbacks to be consulted," and, then,
21 also, on Page 7 -- or 2, rather, of the
22 application that we all received, it says that
23 the City Commission caused tremendous confusion
24 by increasing the lot coverage from 15 to 25
25 percent?

1 MR. PARDO: And that's what --

2 MR. COLLER: They're trying to make the
3 site specifics change to align with their --

4 MR. PARDO: Right. I wanted to bifurcate
5 that conversation from the pool area situation
6 and the calculation there. The reason that
7 you're here is because you're trying to make
8 sure that they're coordinated, but Staff is
9 recommending against it.

10 MS. RUSSO: Correct.

11 MR. PARDO: I can't understand --

12 MS. RUSSO: To have them met -- and to
13 answer your question, if you look on Page 1 of
14 the proposed language that I added -- so the
15 ground coverage, everything, and it says, "In
16 addition, up to five percent of the rear yard
17 may be used for accessory uses and structures."
18 I added the new language, "As allowed and
19 defined in the City of Coral Gables Zoning Code
20 for single-family residential." So it ended,
21 "Uses and structures."

22 So if you're under the City of Coral
23 Gables, you would go to the Zoning Code.
24 There's a section that tells you, in
25 single-family, you can have a guest cottage if

1 MS. RUSSO: Oh, let me give that example.
2 So, just to clarify, so a few years ago, in
3 this unincorporated -- previously
4 unincorporated Dade County area, Hammock Lakes,
5 Hammock Oaks and Snapper Creek, there was a
6 proposed Zoning Code amendment, that was made,
7 that was going to be identical for the three
8 site specific sections, and that was to change
9 the lot coverage from 15 percent to 25 percent.

10 A letter went out saying this was going to
11 happen. The residents of Snapper Creek went
12 ballistic, because they did not want that
13 change, no one asked them if they wanted the
14 change. The City did not approach them about
15 the change. It was one homeowner, in one of
16 the subdivisions, that wanted the change. That
17 change was made for that subdivision, and I
18 think it was made for the second subdivision.
19 Snapper Creek showed up, with a similar map,
20 saying, that's okay, they can do what they
21 want, that goes against our community and our
22 wishes.

23 MR. PARDO: That only applies to Hammock
24 Lakes?

25 MS. RUSSO; Excuse me?

1 MR. PARDO: Because it says there, that
2 only applies to Hammock Lakes, because I read a
3 letter in there that says, "A neighbor from
4 Hammocks Lakes was upset because the lot
5 coverage was increased to 25 percent."

6 MS. RUSSO: Correct. And that neighbor
7 showed up at our meeting, because he's within a
8 thousand linear feet of the property, of the
9 Snapper Creek perimeter, and he showed up, at
10 our meeting, wanting to make absolutely sure
11 that anything we did in Snapper Creek wasn't
12 going to affect Hammock Lakes, and I said,
13 "We're only here for Snapper Creek." We showed
14 him. We showed him the proposed language. And
15 so part of that is, each of these communities
16 have distinct character, right, and so we're
17 just trying to make sure that the distinct
18 character of Snapper Creek is preserved and to
19 avoid confusion.

20 We had no confusion with the
21 interpretation, but obviously this letter was
22 taken to be some sort of law, and we just want
23 to make sure that that does not apply to our
24 community.

25 MR. PARDO: Well, to be quite candid, I

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1 interpretations are, by definition, binding,
2 because we need something to be able to build
3 to.

4 MS. RUSSO: But that was an interpretation
5 of the County. It's not -- so Coral Gables
6 never wrote a letter and said, "Hey, everybody,
7 this is how" -- because I said, "Is there a
8 letter from the Zoning Administrator to Staff?
9 How was this policy communicated, and how come
10 it wasn't communicated to the residents that
11 would be affected," and there's nothing. They
12 only have the letter, you know.

13 MR. PARDO: No, there's an e-mail from Jim
14 Byers.

15 MR. SALMAN: There's an e-mail. There's an
16 e-mail about that specifically.

17 MR. PARDO: About specifically saying --
18 you know, and Mr. Trias is going to write you a
19 letter for that --

20 (Simultaneous speaking.)

21 CHAIRMAN AIZENSTAT: Only one person
22 speaking at a time, because the court reporter
23 is going --

24 MR. COLLER: Thank you. I should have
25 mentioned that, too.

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1 mean, Jim Byers has been there forever, and Jim
2 Byers makes these interpretations and our City
3 Attorney worked at the County for a long, long
4 time, knows that there are books of these
5 interpretations. Why? Because they're great
6 guidelines. Not everything is codified. But
7 it becomes consistent with their processes.

8 MS. RUSSO: Right.

9 MR. PARDO: Unfortunately, we did not --

10 MS. RUSSO; But I think, the important
11 thing with the process is that it has to be
12 known. If it's not noticed, and you don't know
13 of the process, then what is the point of a
14 policy that's not public?

15 MR. PARDO: Yeah.

16 MR. SALMAN: But through the Chair, and in
17 support of the esteemed Mr. Pardo, we have
18 something called the authority having
19 jurisdiction, and that person's opinion or his
20 interpretation is binding.

21 MR. WITHERS: Sorry, what was it called?

22 MR. SALMAN: The authority having
23 jurisdiction.

24 CHAIRMAN AIZENSTAT: AHJ.

25 MR. SALMAN: His opinions and his

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1 MR. PARDO: You go ahead. I mean, the
2 interpretation is there.

3 MR. SALMAN: Yeah. Within the package that
4 I just saw, there are e-mails back and forth
5 regarding this issue --

6 MR. PARDO: That's right.

7 MR. SALMAN: -- that's opposite to what
8 you're seeking.

9 MS. RUSSO: Right. And that became -- we
10 became aware of this letter last year, and
11 that's --

12 MR. SALMAN: Not this letter. I'm talking
13 about e-mails. Here, let me see if I can find
14 it.

15 CHAIRMAN AIZENSTAT: In the meantime,
16 Felix, are you --

17 MR. PARDO: Mr. Chairman, I don't want
18 to take over -- I have so many questions, but
19 I'm going to rely on the rest of the Board
20 Members to ask the questions.

21 CHAIRMAN AIZENSTAT: Okay. In that case,
22 I'm going to ask Sue to go next, please.

23 MS. KAWALERSKI: Hi, Laura.

24 MS. RUSSO; Hi.

25 MS. KAWALERSKI: A couple of things. I

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1 mean, you're here really to make new and make
2 known what's to happen in Snapper Creek Lakes.

3 MS. RUSSO: That is correct.

4 MS. KAWALERSKI: Okay. So everybody knows,
5 when these gentlemen have a project, they know
6 exactly what it is and they have something to
7 rely on, rather than something from 2013 or
8 misinformation from a government body or a
9 lawyer or whatever.

10 MS. RUSSO: Or an architect.

11 MS. KAWALERSKI: You want to make sure that
12 everybody is on the same page from here on out.

13 MS. RUSSO; Correct.

14 MS. KAWALERSKI: When I saw that map, that
15 map said to me that these neighbors are
16 informed. I'm assuming they're all informed.
17 Number 2, it looks to me like a super majority
18 is for this.

19 MS. RUSSO: That is correct.

20 MS. KAWALERSKI: With that said, that's all
21 I need to know to make a decision. Thank you.

22 CHAIRMAN AIZENSTAT: Thank you, Sue. Also,
23 that was the shortest --

24 MS. KAWALERSKI: I'm getting better.

25 CHAIRMAN AIZENSTAT: Javier, do you want

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1 make sure, because this is your bite at the
2 apple, and there won't be another one, unless
3 you come in and ask for a change.

4 MS. RUSSO: Yes. And just so you know,
5 e-mails were sent to the residents so they
6 would understand what the site -- you know,
7 the --

8 MR. SALMAN: Did they give them examples of
9 what the rear areas would be and what your
10 maximum size for your approval and/or rear
11 construction would be?

12 MS. RUSSO: I think all of those who have
13 built recently know, because they have had that
14 rear area calculated, and they've had
15 calculated the gazebo, the cabana, you know,
16 the house itself can't go over the 15 percent.

17 MR. SALMAN: There's a lot of
18 non-conforming structures out there.

19 MS. RUSSO: That are the older structures,
20 but the newer structures -- and trust me, they
21 have had these structures --

22 MR. SALMAN: I painted a couple of them as
23 a youth.

24 MS. RUSSO: There are some older homes. As
25 we said, we just had three homeowners pass

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1 to --

2 MR. SALMAN: Yeah.

3 A couple of things here. I also agree that
4 whatever you want to do in Snapper Creek is
5 completely up to you. However, you're drawing
6 a line in the sand. Anything that comes
7 beforehand is open to interpretation. After
8 today, it won't be.

9 MS. RUSSO; Correct.

10 MR. SALMAN: Are you a hundred percent sure
11 that that five percent is something you can
12 live with, because on an acre estate, assuming
13 that half is the backyard, you only get a
14 thousand square feet for axillary structures
15 back there? Just so that we know what the math
16 is.

17 MS. RUSSO: Just so that we know what the
18 math is. And just to be absolutely clear --

19 MR. SALMAN: Because you're going to live
20 and die on this.

21 MS. RUSSO; It is how it has been
22 interpreted, the five percent, since 1997. So
23 it's not like -- we're not introducing
24 something new to Snapper Creek. Yes.

25 MR. SALMAN: No. No. No. I just want to

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1 away, so there are three houses that are in
2 estates. There are several residents that are
3 in advanced age. So, yes, there are still
4 homes that have not had any renovations or work
5 done under, you know, the City Zoning Code that
6 would impact the rear percent, but all houses
7 that have been built, they've had it. They've
8 been turned back. They've been told, you have
9 to take the pool and count it, because the City
10 of Coral Gables counts the pool as their
11 accessory use.

12 So I understand what you're saying. It's
13 what the community --

14 MR. SALMAN: I just want to make sure
15 everyone is clear --

16 MS. RUSSO; It's what the community wants,
17 yeah.

18 MR. SALMAN: -- from here going forward --
19 your argument is with what came before. I'm
20 looking at Mr. Portuondo.

21 MS. RUSSO: And that's a separate -- that's
22 a whole separate from the reason why we're
23 here, right.

24 MR. COLLIER: So the only last thing I want
25 to mention is, whenever you adopt a more

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1 restrictive ordinance than what was previously
2 permitted, you have to thread lightly on that,
3 and, fortunately, in this particular case, the
4 local area, the Snapper Creek Lakes, was able
5 to enforce through their covenants more than
6 necessarily what was -- more restrictive than
7 even what the County had.

8 CHAIRMAN AIZENSTAT: Okay.

9 MR. SALMAN: I've been to the Design Review
10 Board.

11 MR. COLLER: I just want you to note that
12 when the City takes on that responsibility,
13 that's a different issue.

14 CHAIRMAN AIZENSTAT: Thank you.

15 Javier, are you --

16 MR. SALMAN: I just want to make sure we're
17 all clear here.

18 MS. RUSSO: I understand. This is one of
19 the few cases where I'm asking to be more
20 restrictive than the Zoning Code.

21 MR. SALMAN: Laura, for the many years that
22 I've known you, and I just want to make sure
23 that --

24 MS. RUSSO: Because as most of you know,
25 I'm usually trying to get a little bit more out

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1 MS. RUSSO: Correct. And they want that.

2 MR. SALMAN: And that's fine, and I'm not
3 here to judge or require anything different,
4 but it is a different character, and I applaud
5 your bravado in getting a more restrictive
6 Code, that inserted into the City of Coral
7 Gables Code by reference. So you go to the
8 reference and then there will be a little
9 asterisk, "And if you live in Snapper Creek,
10 here are your requirements," right?

11 MS. RUSSO: Right.

12 MR. SALMAN: Then that will clarify it for
13 everything going forward. However, there is a
14 muddled mess here, that this decision we're
15 going to make today has nothing to do with.

16 MS. RUSSO: Separate and --

17 MR. SALMAN: So I just want to make sure
18 that we're all clear on that as a Board.

19 MS. RUSSO; Yes. Right.

20 MR. SALMAN: And I'm very sorry, but that's
21 just the way it is, and that's how I see it and
22 how I will be voting. So thank you very much.

23 Through the Chair, I'm done.

24 CHAIRMAN AIZENSTAT: Okay. Robert.

25 MR. BEHAR: Laura, let me ask you --

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1 of the Zoning Code. In this case, you know,
2 I'm here happily saying, the community wants to
3 be more restrictive.

4 CHAIRMAN AIZENSTAT: Thank you.

5 MS. RUSSO: And they have been. We just
6 want to make sure there's no confusion because
7 of the inconsistencies, even with the setbacks.
8 If someone comes and buys a property and they
9 come from New York and they hire a New York
10 architect, and he pulls out the Zoning Code,
11 and the site specifics don't reflect the
12 protective covenants, why have that confusion?
13 We just decided -- because there's a difference
14 between a 30-foot side setback on a street and
15 50.

16 CHAIRMAN AIZENSTAT: Javier.

17 MR. SALMAN: That's all I wanted to say.

18 And I also wanted to say that, you know,
19 Snapper Creek is totally different than the
20 rest of Coral Gables. It doesn't have any
21 sidewalks. It has a whole different landscape
22 language. It's a series of secluded estates.
23 They're connected by a very thin little piece
24 of pavement, all right, and that's their
25 character.

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1 MS. RUSSO; Yes.

2 MR. BEHAR: -- does Snapper Creek allow
3 contemporary or modern style homes?

4 MS. RUSSO: Yes.

5 MR. BEHAR: And they have allowed that
6 since they incorporated in 1997?

7 MS. RUSSO: Correct. It's even stated in
8 the ordinance, that -- what is it, classical
9 contemporary style.

10 MR. BEHAR: And that's a little different
11 than the typical City of Coral Gables
12 ordinance.

13 MS. RUSSO: Correct.

14 MR. BEHAR: Now it may be different, but
15 back in the day --

16 MS. RUSSO: But back in the '90 --

17 MR. BEHAR: -- you could not do that. So
18 Snapper Creek has always had a little bit
19 different, because it was adopted from when it
20 was in the Miami-Dade.

21 My problem is that there was nothing in
22 writing specifically letting the applicant
23 coming in, whether it was 1997 to today, that
24 those are guidelines you had to follow, when it
25 came to the open space and the five percent of

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1 the pool.
2 Moving forward, if you notify all the
3 future applicants, I understand, but this is
4 going on for two years, right?

5 MS. RUSSO: Right. And that is, again,
6 separate and apart and I leave that to the --

7 MR. BEHAR: But it's not, because if we
8 make this change, it will affect that owner.

9 MR. SALMAN: No, because his plans are in
10 already.

11 MS. RUSSO: No. This change -- the
12 position of the homeowners is that they have
13 always counted the pool, all right, and I'm not
14 going to litigate that here, because that may
15 end up in litigation. I'm not a Snapper Creek
16 litigator or their homeowners' association
17 attorney, and that is being handled separately.

18 MR. BEHAR: But, Laura, their own architect
19 approved it the way it was.

20 MS. RUSSO: But you're trying to litigate a
21 particular thing that has nothing to do with
22 the clarification amendment. This is an
23 amendment to clarify and that is a whole
24 separate thing, and I don't know where that's
25 going to end up. That's something between the

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1 has consistently, from the time of annexation,
2 counted pools in its rear setback calculation.
3 As you heard, there was one, excluding this one
4 here, that got through. We have language in
5 there that says that just because of one
6 mistake, as the City knows, doesn't mean you're
7 going to maintain that and you're going to
8 waive your requirement.

9 And so this language is to be absolutely
10 clear, and because more people are coming, that
11 are not local, and using architects that aren't
12 local and may not know that the site specifics
13 and -- the protective covenants are of record,
14 they're on the website, but the idea is to --
15 listen, a 30-foot setback, versus 50, when
16 you're constructing a home, is going to make a
17 big difference on how you locate the home on
18 the property. So this is meant to make
19 everybody's life easier, but it is not a change
20 in the Snapper Creek Association policy.

21 CHAIRMAN AIZENSTAT: Robert.

22 MR. BEHAR: Mr. Chairman, I'm done.

23 CHAIRMAN AIZENSTAT: Robert, you're done?
24 Okay.

25 A couple of things I'd like to go through,

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1 association --

2 MR. COLLER: I'm not certain how what's
3 going on with this gentleman impacts --

4 CHAIRMAN AIZENSTAT: Right. We need to
5 look at -- we need to look at what the
6 applicant has brought before us --

7 MR. COLLER: I don't know.

8 CHAIRMAN AIZENSTAT: -- in this case. Now,
9 I understand there are other issues, and we've
10 heard them, but we need to look at what the
11 applicant brought.

12 Robert, do you want to continue?

13 MR. BEHAR: Yeah. I see Snapper Creek has
14 always been different than the City of Coral
15 Gables, and when they came in, they had
16 regulations that applied specifically to them,
17 and I appreciate what -- the effort of making
18 more stringent requirement moving forward, and
19 that's great. I just have a problem that, if
20 an application was done prior to the changes,
21 you know -- I could see -- I could support this
22 more if your proposed changes, you know, will
23 be moving forward, but anything in the past --

24 MS. RUSSO: They're consistent. So my
25 answer is, from the homeowners' association, it

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1 if I may. The association was established in
2 1997 or the association --

3 MS. RUSSO: No. No. Annexation. The
4 association was established --

5 CHAIRMAN AIZENSTAT: Let's go through a few
6 points. The association was established what
7 year?

8 MS. RUSSO: '55.

9 CHAIRMAN AIZENSTAT: 1955, okay.

10 Honorable Mr. Fine went ahead and read and
11 spoke about Ordinance 3249. Is it possible to
12 put it up, or, if we can't, could you just
13 recite it again, please? Or if -- there were
14 some basic comments that Mr. Fine made --

15 MR. PARDO: Was it A94-2?

16 MS. RUSSO: Here is the ordinance.

17 CHAIRMAN AIZENSTAT: I'd like to go over
18 what he read, that section, if you may.

19 MS. RUSSO: Okay. I can start with -- I'll
20 read the Ordinance 3249. "An ordinance
21 amending Ordinance Number 1525, as amended and
22 known as Zoning Code, and, in particular, Use
23 Area Map Plate Number 15, by establishing
24 Zoning classification in Article 4, Site
25 Specific Regulations, by adding 4.87 --

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1 CHAIRMAN AIZENSTAT: Can we go right
 2 specifically to what he spoke about?
 3 MS. RUSSO: Yeah. "Whereas Snapper Creek
 4 is a neighborhood of one acre building sites,
 5 which have been developed with a character
 6 unique to the neighborhood and in harmony with
 7 its landscape environs, that includes a change
 8 in topography, rich native vegetation, two
 9 lakes and homes designed in the classical
 10 contemporary style, and whereas the residents
 11 of Snapper Creek want to preserve and maintain
 12 the character of their neighborhood as it is
 13 developed."
 14 CHAIRMAN AIZENSTAT: Okay. So stop there.
 15 Listening to that, to preserve the character,
 16 to me would be to preserve the character before
 17 annexation.
 18 MS. RUSSO: Well, it continues --
 19 CHAIRMAN AIZENSTAT: No, I understand, but
 20 I'm not just -- I'm not an attorney, but the
 21 way I'm looking at this. The other thing is,
 22 how does the association fall within State
 23 Statute 718, which governs condominium
 24 associations?
 25 MS. RUSSO: Well, it's separate. A

1 homeowners' association is governed by its own
 2 set of rules.
 3 CHAIRMAN AIZENSTAT: But this is a
 4 homeowners' association, as such. Doesn't it
 5 have to follow the guidelines of the State
 6 Statute 718?
 7 MS. RUSSO: I think it has a different --
 8 MR. PARDO: It has a different number, Mr.
 9 Chairman.
 10 MS. RUSSO; Alan might know. I'm not --
 11 MR. PARDO: homeowners' association and
 12 condominium law are different.
 13 MS. RUSSO; There's a question -- yes, but
 14 is it 718 or is --
 15 CHAIRMAN AIZENSTAT: So it's not 718?
 16 MS. RUSSO: It's a different number, but it
 17 applies to homeowners' associations.
 18 CHAIRMAN AIZENSTAT: So it's not the same
 19 as a condominium?
 20 MS. RUSSO: Yes, it's not the same as a
 21 condominium, but it is a separate numbered
 22 Florida Statute, that addresses homeowners'.
 23 CHAIRMAN AIZENSTAT: I just want to be
 24 clear on that.
 25 MS. RUSSO: Yes. So it is governed by the

1 State of Florida and the Florida Statutes,
 2 correct.
 3 CHAIRMAN AIZENSTAT: Okay. So whatever the
 4 statute says by the State, supersedes whatever
 5 the bylaws are that are written within the
 6 association, unless there's language that says
 7 the bylaws, so forth, will govern?
 8 MS. RUSSO: Right.
 9 CHAIRMAN AIZENSTAT: The other point that I
 10 want to go into is, when you say you want to be
 11 more restrictive by changing or having the City
 12 change, Mr. Collier made a point that said,
 13 you've got to be very careful of it, because if
 14 you've got owners, before you do that change,
 15 that have owned the property, and they're now
 16 affected adversely, how does that work?
 17 MS. RUSSO: Well, let me answer from the
 18 homeowners. So we have protected covenants.
 19 As Mr. Collier told you, they are private. So
 20 when you buy in Snapper Creek or some of the
 21 other areas that have protective covenants, in
 22 your application, you agree to the terms and
 23 conditions in there, as part of your
 24 membership. You're agreeing to whatever the
 25 restrictions are, in terms of setbacks, et

1 cetera. I know that they are provided. I
 2 know, I went to the website, they're up on the
 3 website. So they're not hidden.
 4 And so, while if you bought a house in
 5 Coral Gables, your front setback is normally 25
 6 feet, when you buy in Snapper Creek, you can't
 7 say, "Oh, but it's 25 feet." No, you've
 8 agreed, as a resident and owner of Snapper
 9 Creek, that you're going to build your front
 10 setback at 50 feet, and while the City Zoning
 11 Code did not match, which was part of the
 12 confusion -- so the side setbacks matched what
 13 was in the County, but Snapper Creek, even from
 14 the '50s, was saying, our protective covenants
 15 say the side street is 30" -- I mean, the side
 16 setback is 30, not 15. And if you're on a
 17 street, and that's your side, it's 50 feet.
 18 So those are the corrections that you'll
 19 see in what we have proposed, because it was
 20 confusing. So we're not taking away any
 21 rights, because anybody who lives in Snapper
 22 Creek already agreed to the more restrictive
 23 conditions, as part of their membership. They
 24 pay to be members, right. So they pay extra to
 25 have more restrictions in this community.

1 MR. COLLER: Isn't it, in fact, the
2 restrictions part of the plat for Snapper
3 Creek?

4 MS. RUSSO: You know what, I can't answer
5 that. I don't know if they're part of the
6 plat, but they might be part.

7 MR. COLLER: Even more notice than just
8 being on the website. It's part of their --
9 when you buy in there, you buy subject to it.

10 MS. RUSSO: Yes. When you buy, you buy,
11 and it's in the title examination, your title
12 commitment references them. They also --

13 MR. COLLER: And that's why the homeowners'
14 association can enforce something more
15 restrictive than what the --

16 CHAIRMAN AIZENSTAT: Right, but at the same
17 time, the City trumps, if there's a conflict
18 with the homeowners' association language, and
19 that's, I assume, why you're here, because you
20 want to seal that hole?

21 MR. COLLER: No. Actually, that would not
22 be true.

23 MS. RUSSO; No.

24 CHAIRMAN AIZENSTAT: Can you explain that?

25 MR. COLLER: If you buy into a community --

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1 telling you, "No. The community has enforced
2 the pool as part of the setback." For us, it's
3 clarification.

4 And as to your point, Eibi, if this
5 property were in regular Coral Gables, not in a
6 subdivision, and I were to be proposing a
7 change that was more restrictive than the Code,
8 then you have all sorts of Bert Harris, what
9 are you doing, what have you here, but every
10 homeowner here already agreed, signed off,
11 accepted title, with all of the restrictions
12 that are recorded, right, and, in fact, has
13 paid extra to be a part of this zoning
14 restrictive community.

15 CHAIRMAN AIZENSTAT: But if that's your
16 argument, why are you here? You're telling me
17 that you're --

18 MS. RUSSO: Because it's being
19 misinterpreted. So they come to the City, and
20 sometimes they're told it doesn't count, but I
21 can bring you homeowners that can tell you, it
22 was counted when they brought in the pool.

23 CHAIRMAN AIZENSTAT: If you're telling --
24 to me, if you're telling me it's being
25 misinterpreted, then is that a decision that

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1 CHAIRMAN AIZENSTAT: Right.

2 MR. COLLER: -- and that community has more
3 restrictions than what the City has, then
4 you're subject to the more restrictions. Maybe
5 the City would allow "X", but the homeowners'
6 association says, "You can't have that if
7 you're going to live in this community," as
8 long as it's more restrictive.

9 Now, obviously, if it were more liberal
10 than what the City would permit, then there
11 would be a problem with the homeowners'
12 association documents.

13 CHAIRMAN AIZENSTAT: What if it's silent?

14 MR. COLLER: Well, that's the problem we
15 have here.

16 CHAIRMAN AIZENSTAT: Right.

17 MS. RUSSO: Well, I'm not sure it's silent,
18 because it says in this ordinance, the part
19 where you stopped me, it goes on, "And in a
20 manner which is consistent with the high
21 standards of the Zoning Code," right, and so
22 that is why, when the property became annexed,
23 they applied -- again, if you would tell me,
24 "Laura, this is the first time you're ever
25 going to enforce the pool rule," and I'm

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1 the Planning and Zoning Board should be making?
2 Isn't that not a legal decision that should be
3 done by the courts?

4 MS. RUSSO; No, because I'm asking for an
5 ordinance that will clarify the language.

6 MR. PARDO: She's asking for a change in
7 the Zoning Code.

8 CHAIRMAN AIZENSTAT: No. No. I understand
9 you're asking for a change in the ordinance,
10 but you're asking for that change because it is
11 not clear.

12 MS. RUSSO: Well, it's not clear to the
13 City, and the City is adopting or thinks it has
14 a policy that it has never shared with the
15 residents of Snapper Creek, and so we have
16 always interpreted it the same way. We aren't
17 here saying to you, "We interpreted it
18 different," right, and so -- and, again, the
19 case -- the particular case that was presented
20 to you may or may not end up in litigation, and
21 that's in a separate issue, for the homeowner's
22 attorney and for the association attorney,
23 whatever, to determine, because whether the
24 City gives him a building permit or not, if the
25 association thinks it violates its protective

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1 covenant, it can privately enforce them, and go
2 to court and say, "You can't build that house."

3 CHAIRMAN AIZENSTAT: Correct.

4 MS. RUSSO; All I'm trying to do is make
5 everybody's life easier and say, we've always
6 done it this way. Everyone here, except for
7 the one mistake, has done it this way. We want
8 to make it so everyone can see it and continue
9 to do it this way.

10 CHAIRMAN AIZENSTAT: Well, it's kind of two
11 mistakes.

12 MS. RUSSO: It's what?

13 CHAIRMAN AIZENSTAT: It's two mistakes.

14 MS. RUSSO; Well, yes. Yes. But one
15 was -- yes. One went through, but we have had
16 other mistakes, and when that person goes to
17 renovate or do something else, they have been
18 forced to correct their mistakes. The
19 association has asked them to correct their
20 mistake. Not through the City, through the
21 association.

22 So the idea is, we all make mistakes. The
23 City makes mistakes. We all make mistakes and
24 we correct them, because I wish the City didn't
25 have the authority to correct, but many times

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1 I want to clarify. When I go in, as an
2 architect, I don't know the history of Snapper
3 Creek. I don't know what they've approved in
4 the past. I don't know what they have done in
5 the past. So I go there to clarify current
6 understanding of the Code.

7 We were given the interpretation by their
8 City Architect.

9 MR. PARDO: Oh, no, I'm getting to that.
10 I'm getting to that.

11 MR. PORTUONDO: Wait a minute. And so --

12 MR. PARDO: But if you could answer my
13 question --

14 MR. PORTUONDO: So you asked me earlier,
15 how much it would take to redo the house? It's
16 like 300,000.

17 MR. PARDO: No. No. I'm asking you, how
18 many square feet would be taken out of
19 something else --

20 MR. PORTUONDO: It's not about taking out.
21 It's technically -- the goal was to do a one
22 story home. We have -- within the dormers of
23 the roof line of the one story home, we have
24 rooms in there, right, that don't count for lot
25 coverage. So, technically, it's a one story

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1 I've challenged the removal or the taking away
2 of a permit, and they go, "We made a mistake,"
3 okay, so --

4 CHAIRMAN AIZENSTAT: Understood.

5 MR. COLLER: That was my case, by the way.

6 MR. PARDO: I would have been quiet.

7 MR. COLLER: Because it's called
8 Fontainebleau Gas and --

9 MS. RUSSO: Now I'll have to go read that.

10 MR. PARDO: Mr. Chairman --

11 CHAIRMAN AIZENSTAT: Felix.

12 MR. PARDO: -- if you could indulge me for
13 one minute. I'd like to put a face on what the
14 difference is. In other words, I'd like to
15 call up the architect, Mr. Sotolongo (sic), so
16 he could tell us how many square feet is
17 affected. In other words, are we talking about
18 his house would have to be reduced 450 square
19 feet or "X"?

20 MR. PORTUONDO: So, if we count the pool, I
21 have to re-design the house completely, because
22 that's 800 square feet of a 10,000 plus or
23 minus house. So it's very difficult to make
24 that work.

25 But there is something that Laura said, and

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1 home.

2 We worked with the client for two years.
3 We worked with Snapper Creek for a year. And
4 so, at this point in time, to take out 900, 800
5 and something square feet, affects the house.
6 It's a one story. Are we getting rid of the
7 master bedroom?

8 MR. PARDO: So that's a big pool.

9 MR. PORTUONDO: It's a very big move at
10 this point.

11 MS. RUSSO: I think he asked you, is it a
12 very big pool? How big is the pool?

13 MR. PORTUONDO: It's 900 square feet.

14 MR. PARDO: So the 900 square feet would be
15 deducted from your home?

16 MR. PORTUONDO: Correct.

17 MS. RUSSO: No, from the rear setback. The
18 home is 15 percent. So his house is at 15
19 percent.

20 MR. PORTUONDO: We are okay with the house.
21 In other words, it comes down to the accessory
22 structure or the pool.

23 MR. PARDO: Okay. I'm sorry, but I needed
24 to understand that.

25 MS. RUSSO; Right.

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1 MR. PARDO: Because it doesn't affect the
2 house. It affects the accessory.

3 MS. RUSSO: Or the pool, and the size of
4 both.

5 But, again, that's a separate issue, that
6 will be decided in a separate forum, and I'm
7 just here so that we clarify for everybody and
8 everybody can be on the same page and there can
9 be no --

10 MR. PORTUONDO: One of the things, in
11 talking to the City Attorney is, when you look
12 at the City's interpretation of the Code -- in
13 Snapper Creek, as someone who is doing a home,
14 the pool is silent. There's nothing that says
15 the pool is counted, not counted. So we had to
16 clarify that with their architect and the
17 interpretation of the City of Coral Gables.

18 MS. RUSSO: Let me just ask you this, and I
19 know where you're going with that, but just as
20 a question to you --

21 MR. PORTUONDO: And the reason it's silent
22 is because, every time you bring it up, you can
23 say it's not clear.

24 MS. RUSSO: But if you were to go -- so
25 you're following the Zoning Code, right, you're

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1 following the Zoning Code, and it reads, "Rear
2 structures," you're at five percent for
3 accessory uses and structures. Forget now
4 you're in Snapper Creek. You're anywhere else
5 in Coral Gables, you count the pool, right. So
6 you don't look and say, "Well, they said
7 specifically you have to count the pool." You
8 go to the Zoning Code, where it says,
9 "Accessory uses and structures," and it
10 outlines what you can have. In a property
11 that's an acre, you can have, you know, a
12 bigger cabana. On a 5,000 square foot, you're
13 not going to be able to put a gazebo, a cabana
14 or a pool room, right. And you can have a
15 cottage, a guest home, right, officially that
16 has to be like 10 percent of the main size of
17 the house, but you have to be a residential
18 estate. You have to be a minimum of an acre
19 and a half. So those uses are in the Zoning
20 Code.

21 So I'm saying, we say we follow the Zoning
22 Code, so you would go to the Zoning Code.

23 Because it didn't happen this time, we wanted
24 to just make sure moving forward, we're not --

25 MR. PARDO: It's silent right now, that's

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1 why you're adding the language --

2 MS. RUSSO: We're adding clarification, so
3 that it's clear that we're using the Zoning
4 Code, when it comes to --

5 CHAIRMAN AIZENSTAT: That's where I was
6 going.

7 MR. BEHAR: You're absolutely right.
8 They're silent right now. Moving forward,
9 you're going to have clarification, moving
10 forward, but they're silent right now.

11 MS. KAWALERSKI: And if I could maybe bring
12 some closure to this, I think these are two
13 separate issues. I really sympathize with your
14 case, I really do, but I don't think it has a
15 place in our decision.

16 CHAIRMAN AIZENSTAT: That is correct.

17 MR. PARDO: I think that there are two
18 things, obviously, what the applicant has, and
19 then the other thing is that -- I mean, I'm
20 sorry, but it's very damning, the letter from
21 Zeke Guilford, dated 19 -- June 19, 2013, and
22 the first words out of his mouth is, "In 1996,
23 several neighborhoods were annexed." And then
24 it just snowballs into the City getting
25 involved, and Mr. Trias making an

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1 interpretation and basically instructing his
2 Staff that it goes one way or the other, and it
3 just so happens, he went according to the
4 interpretation from Jim Byers.

5 You know, I really do believe that, as far
6 as possible relief for the -- not the
7 applicant, but possible relief for --

8 MR. RUSSO: The homeowner.

9 MR. PARDO: -- the homeowner, is
10 possibly -- actually asking for a variance from
11 the Board of Adjustment, for the simple --

12 CHAIRMAN AIZENSTAT: But we're not here --

13 MR. PARDO: No. No. I understand.

14 MR. COLLIER: I've had a conversation with
15 the City Attorney on this, and I asked her and
16 what's been done in other legislation is, if
17 it's the intent of the Board to adopt all of
18 this, then have an expressed exemption for this
19 particular lot, which has -- and let the
20 homeowners' association, if they feel their
21 interpretation is more restrictive, that's part
22 of their --

23 MS. RUSSO: I have a recommendation that I
24 think may put everyone at ease and it comes
25 from Judge Fine, who says, perhaps pass the

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1 proposed amendment with a proviso stating that
2 this is for prospective clarification, so that
3 it doesn't affect the homeowner's case. In
4 other words, this is for prospective
5 clarification, and that way we're not -- we're
6 not trying to say this to them. We're just
7 saying, this is for prospective clarification.
8 Is that --

9 MR. COLLER: I don't want to disagree with
10 the Judge, but I'm a little bit concerned
11 and -- a little bit concerned about what
12 prospective clarification would mean in a
13 document. I think you could say -- what we
14 have done is, we've exempted items that have
15 received first review by the Board of
16 Architects. That we did actually for the
17 Zoning Code. I don't know where this --

18 MR. PORTUONDO: It's approved by Coral
19 Gables Zoning -- by the Design and Review
20 Board.

21 MR. COLLER: By the Design and Review Board
22 or the Board of Architects, is that the same
23 thing?

24 MR. Portuondo: By the Board of --

25 MR. COLLER: It's not the same thing. Was

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1 CHAIRMAN AIZENSTAT: That's why you're
2 here?

3 MR. FINE: We asked in 1997. In 1997, in
4 the ordinance, it said we're adopting the
5 higher standards of the Coral Gables Code.
6 We'll argue with them later about that, but
7 because it's come up, and because some people
8 have interpreted it to not include the pool,
9 because somehow it got grandfathered in without
10 any ordinance ever saying so, now we want to
11 clarify it, so we never have this situation.

12 MS. KAWALERSKI: Mr. Chair, I would like to
13 make a motion.

14 CHAIRMAN AIZENSTAT: Yes.

15 MS. KAWALERSKI: I'd like to make a motion
16 to pass, with friendly amendments, E-2.

17 CHAIRMAN AIZENSTAT: So you'd like to make
18 the motion to approve E-2.

19 MS. KAWALERSKI: Yes.

20 CHAIRMAN AIZENSTAT: Subject to Staff's
21 recommendation or as proposed?

22 MS. KAWALERSKI: As proposed.

23 CHAIRMAN AIZENSTAT: As proposed --

24 MR. WITHERS: As proposed by?

25 MS. KAWALERSKI: As proposed by the

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1 it approved by the Board of Architects?

2 MR. PORTUONDO: Yes.

3 MR. SALMAN: It was approved by the Design
4 and Review Board of Snapper Creek, correct?

5 MR. PORTUONDO: Yes.

6 MR. SALMAN: Let me finish, because I think
7 I have the solution.

8 Judge Fine, would you agree that the
9 architect that your association hired is your
10 authority having jurisdiction over
11 interpretation of the Code, yes or no?

12 MR. FINE: I object, on the basis that it's
13 a leading question.

14 MR. SALMAN: And I'm leading you to my
15 point.

16 MR. FINE: I have a sense that, frankly, he
17 may have to suffer the financial consequences
18 of his mistake, but what I wanted to point out
19 is just, we are not trying to use this text
20 amendment in this situation. What happened to
21 this homeowner is not fair. I mean, it's not.

22 MR. SALMAN: And I agree.

23 MR. FINE: And so we're going to have to
24 deal with that, but because of that, we have
25 the need to say, no, we want it --

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1 applicant.

2 CHAIRMAN AIZENSTAT: So we have that
3 motion. Is there a second?

4 MR. PARDO: Second.

5 CHAIRMAN AIZENSTAT: Mr. Pardo did a
6 second.

7 Is there any discussion?

8 MR. WITHERS: Yes. Go ahead.

9 MR. BEHAR: Go ahead.

10 MR. WITHERS: No, I mean, I'm glad we've
11 kind of broken through that log jam for the
12 resident who has been stuck in quagmire for all
13 of this.

14 So my question to our esteemed City
15 Attorney is -- or maybe the City would tell me,
16 has the City denied the application, at this
17 point, based on the covenant?

18 MR. COLLER: No. The City has not denied
19 the application. What I was suggesting, and my
20 apology to you, for interrupting you, I'm
21 sorry, that it wouldn't be appropriate -- if
22 you were going to consider an exemption, the
23 exemption should be based upon an activity of
24 the City, not an activity of a private party.

25 So what we did with the Zoning Code is, we

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1 said that this is exempt -- what we said was,
2 you go under the old Zoning Code if you've
3 received Board of Architects approval, and we
4 would say that this ordinance shall not apply
5 to any property that has received Board of
6 Architects approval.

7 MR. WITHERS: Okay. So the City's -- the
8 City's position is, this is still an active
9 application, an approved application?

10 MR. COLLER: No.

11 MR. WITHERS: Has it been approved?

12 MS. RUSSO: You're talking about the
13 homeowner?

14 MR. WITHERS: Yes. This application was
15 approved by the City.

16 MR. PORTUONDO: They approved it by not
17 counting the pool.

18 MR. WITHERS: I understand that.

19 MS. RUSSO; Right. Right.

20 MR. PORTUONDO: And there's some comments
21 on trellises and stuff.

22 MR. WITHERS: I understand, but the pool is
23 what's causing the issue?

24 MR. PORTUONDO: Yes. It's approved with --

25 MR. COLLER: I don't know if the City has

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1 approved it.

2 CHAIRMAN AIZENSTAT: It's in the process.

3 MR. PORTUONDO: Well, no, we have the
4 comments from the City.

5 MR. COLLER: It's in the process.

6 MR. WITHERS: You haven't been permitted,
7 though, right?

8 MR. PORTUONDO: No. It's still in the
9 process.

10 MS. RUSSO; It's in the process. He hasn't
11 been delayed. I don't think the City has said
12 not to approve it, because whether they approve
13 it or not, the association issues a separate --

14 MR. WITHERS: So what verbiage do we add to
15 allow the application to move forward with
16 that?

17 MR. BEHAR: Anything moving forward from
18 today, this will --

19 MR. WITHERS: Okay.

20 MR. BEHAR: But anything retroactive --

21 MR. COLLER: Well, then I think it would be
22 best to -- you have to pin it to a point, and I
23 would say, anything that's received Board of
24 Architects preliminary approval is exempt --

25 MR. WITHERS: Sue, are you okay with that,

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1 as a friendly amendment?

2 MS. KAWALERSKI: Yes. Absolutely.

3 MR. WITHERS: Okay. I'll propose that
4 friendly amendment.

5 MR. COLLER: Does that work for the --

6 CHAIRMAN AIZENSTAT: With today's -- in
7 other words, anything received with today's
8 date?

9 MR. BEHAR: No, the Board of Architects
10 approval. So that has to go back --
11 preliminary Board of Architects approval. It
12 has to go back. Not today. It may --
13 something might have been approved a year ago.

14 MS. RUSSO: Yes. And the year ago would
15 have already -- would count the pool. Like we
16 said, this fell through the cracks. The pools
17 have been counted. I'm not discounting what
18 happened to Mr. Hoyos, but I'm saying, the
19 Board -- homeowners of Snapper Creek -- and
20 there was a change, Robert Wade, for those of
21 you who know, used to be the architect and was,
22 for decades, at Snapper Creek. And when he
23 passed away, Mark Reardon came in.

24 And like they said, that's a whole, you
25 know, melange, that's going to have to be

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1 figured out either with mediation, litigation
2 or whatever, and I'm sure they'll all come to a
3 satisfactory accord, but it is separate. I
4 just don't want anything in the language to
5 affect how Snapper Creek -- to have a homeowner
6 say, "Oh, but now, I don't have to count the
7 pool." We're going to say, "No, we always
8 counted the pool. The City is saying they
9 didn't count the pool, but we always counted
10 the pool."

11 CHAIRMAN AIZENSTAT: Laura, how many
12 projects do you have that are been permitted
13 right now within this development?

14 MS. RUSSO: That are in -- you're saying,
15 with preliminary Board of Architects --

16 CHAIRMAN AIZENSTAT: Yes.

17 MS. RUSSO: -- that have not received
18 comments?

19 CHAIRMAN AIZENSTAT: That have already gone
20 into the Board of Architects, for example.

21 Yeah, four.

22 MS. RUSSO: Four.

23 CHAIRMAN AIZENSTAT: Out of those four --

24 MS. RUSSO: I think it's about four.

25 CHAIRMAN AIZENSTAT: Let's assume it's

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1 four. Out of those four, your architect didn't
2 make any mistakes?

3 MS. RUSSO: They counted the pool.

4 MR. COLLER: Wait a minute. You know what,
5 you need to come up and identify yourself. My
6 apologies.

7 MR. BEHAR: You need to come up. And for
8 the record, Mr. Portuondo, not Mr. Sotolongo.

9 MR. PORTUONDO: I've been called worse.

10 MS. QUINLAN: Hi.

11 CHAIRMAN AIZENSTAT: Can you say your name
12 and address, please, for the record?

13 MS. QUINLAN: Heather Quinlan -- Heather
14 Quinlan, 11190 Snapper Creek Road, Coral
15 Gables.

16 MR. COLLER: And you were previously sworn
17 in, correct?

18 MS. QUINLAN: Yes.

19 MR. COLLER: Okay. Great.

20 CHAIRMAN AIZENSTAT: So you're saying that
21 there's four -- roughly four. Let's assume
22 that to be --

23 MS. QUINLAN: There's four vacant lots,
24 yes. There's four --

25 CHAIRMAN AIZENSTAT: And they've already

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1 it's being proposed, they would be protected
2 also?

3 MR. BEHAR: Theoretically.

4 MR. SALMAN: Theoretically, yes.

5 CHAIRMAN AIZENSTAT: Theoretically --

6 MS. RUSSO: Theoretically.

7 CHAIRMAN AIZENSTAT: -- under what we're
8 looking at, not what happens internally?

9 MS. RUSSO: Right. You're looking,
10 theoretically, from the City's standpoint --

11 CHAIRMAN AIZENSTAT: Correct. We're not
12 looking at what happens to it --

13 MS. QUINLAN: We actually brought three
14 sets of plans to a meeting in Coral Gables and
15 sat with Juan Riesco and Suramy --

16 MS. RUSSO: -- Suramy and Jennifer, and I
17 think Arceli may have been, because it was --
18 in those particular ones, it wasn't that the
19 pool wasn't counted, is that the structures
20 were too big or they -- you know, there were
21 other City of Coral Gables Zoning Code issues.

22 CHAIRMAN AIZENSTAT: That's actually where
23 I was going. How do you take care of those
24 problems, when --

25 MS. RUSSO: It's not really our job -- it's

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1 gone through your process?

2 MS. QUINLAN: Uh-huh.

3 CHAIRMAN AIZENSTAT: So your architect has
4 already reviewed and approved their designs?

5 MS. QUINLAN: Yes.

6 CHAIRMAN AIZENSTAT: So the way that this
7 is being amended, with the friendly amendment,
8 if there is a mistake that's done at that
9 point, that would be covered, with those other
10 projects?

11 MR. PARDO: No, because it's the BOA, not
12 their board. BOA, zoning and impact fees
13 permit.

14 CHAIRMAN AIZENSTAT: But there's four
15 already, so forget about the Board of
16 Architects.

17 MR. BEHAR: But have they received
18 preliminary approval from the Board of
19 Architects?

20 MS. RUSSO: From the City.

21 MR. BEHAR: From the City.

22 MS. QUINLAN: Yes.

23 CHAIRMAN AIZENSTAT: Okay. So those
24 projects, if the association made a mistake,
25 hopefully not, but if they did, under the way

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1 not really the Snapper Creek job. The Snapper
2 Creek job is to see adherence to the Zoning
3 Code, but the reason we had the meeting was
4 because --

5 CHAIRMAN AIZENSTAT: Wait. Wait. Wait.
6 The Snapper Creek job is to see adherence
7 to your bylaws?

8 MS. RUSSO: To the protective covenants.

9 MS. QUINLAN: Protective covenants.

10 CHAIRMAN AIZENSTAT: To your covenants,
11 correct.

12 MS. QUINLAN: Correct.

13 CHAIRMAN AIZENSTAT: Not to the City.

14 MS. RUSSO: Not to the City Zoning Code,
15 although the association has the authority to
16 enforce the Zoning Code.

17 CHAIRMAN AIZENSTAT: Understood.

18 MS. RUSSO: And so what's happened is, we
19 were starting to get a lot of mistakes, that
20 Heather was catching, that had nothing to do
21 with the protective covenants. And so that's
22 how we ended up, because the designing
23 architects were throwing the City Architect
24 under the bus, and I said to Heather, "That
25 doesn't make sense, because the City Architect

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1 does aesthetics, not Zoning."
 2 CHAIRMAN AIZENSTAT: Right.
 3 MS. RUSSO: And there may have been some
 4 mess during COVID, when they changed the order
 5 of how things were done, but at that meeting,
 6 it was determined to make it clear for
 7 everybody, and to make it a simple process,
 8 let's amend the Code, let's clarify, and let's
 9 correct, because we mentioned at the time, the
 10 setbacks didn't align. And they go, "Go ahead.
 11 Let's just clean it up all at once."
 12 CHAIRMAN AIZENSTAT: Right.
 13 So we have a motion. We have a second.
 14 Any further discussion?
 15 MR. COLLER: So the motion right now is,
 16 that I don't believe we have these conditions
 17 on there, was just a straight approval; is that
 18 the motion?
 19 MS. KAWALERSKI: Mine is a straight
 20 approval of the applicant --
 21 MR. PARDO: Of the applicant, not the
 22 Staff.
 23 MR. BEHAR: With a friendly amendment that
 24 Chip --
 25 MR. COLLER: Are we putting the Board of

1 Architects approval in, as they're exempt, or
 2 that's not in?
 3 CHAIRMAN AIZENSTAT: That's what I thought.
 4 MS. KAWALERSKI: That's what Chip proposed.
 5 CHAIRMAN AIZENSTAT: Yes.
 6 MR. BEHAR: Was that accepted --
 7 MR. PARDO: Yes, it was accepted.
 8 MS. KAWALERSKI: Yes.
 9 MR. COLLER: It was considered a friendly
 10 amendment?
 11 MS. KAWALERSKI: Right, and that's a
 12 friendly amendment.
 13 MS. RUSSO: And so the amendment -- just so
 14 I know, how -- the amendment is that this is
 15 prospective --
 16 MR. COLLER: That the --
 17 MS. RUSSO: -- from the City's,
 18 standpoint --
 19 MR. COLLER: From the City's standpoint,
 20 this ordinance does not apply to any project
 21 which has received preliminary Board of
 22 Architects approval.
 23 MS. RUSSO: The City, okay. We're good
 24 with that, yeah.
 25 CHAIRMAN AIZENSTAT: And I do want to ask

1 the City, your recommendations that this motion
 2 does not take into account, can you just
 3 summarize them briefly, for the record?
 4 MS. GARCIA: So, the conditions that Staff
 5 had, were just two, about the pool not
 6 counting, because that would be against what
 7 was promised to Snapper Creek at the time of
 8 annexation --
 9 MS. RUSSO: It's the whole discussion we had.
 10 CHAIRMAN AIZENSTAT: Understood. I just
 11 want to put in on the record.
 12 MS. GARCIA: Yeah. And also the increased
 13 setbacks of the various --
 14 MS. RUSSO; Just for accessory structures.
 15 MS. GARCIA: From seven and a half to eight
 16 feet.
 17 CHAIRMAN AIZENSTAT: Understood. Thank
 18 you.
 19 MR. SALMAN: What was your objection to the
 20 eight feet?
 21 MS. GARCIA; Just because I couldn't
 22 understand what the reason behind the change in
 23 the setback.
 24 MR. SALMAN: I don't either. Why?
 25 MS. RUSSO: For the accessory setbacks?

1 Because it's been what the Snapper Creek
 2 Association has been doing since the beginning
 3 of time, right.
 4 MR. SALMAN: Okay. So that's your
 5 arbitrary number, is what you're saying?
 6 MS. RUSSO: Correct. The 7.6 was in the
 7 site specific --
 8 MR. SALMAN: It falls under, because I feel
 9 like it. Okay. It's fine.
 10 MS. RUSSO: Right.
 11 MR. SALMAN: It's okay.
 12 CHAIRMAN AIZENSTAT: I just wanted to put
 13 it on the record.
 14 So we have a motion. We have a second. We
 15 have the friendly amendment that's in there,
 16 that's been accepted. Any other discussion?
 17 No?
 18 MR. SALMAN: No. Go around.
 19 CHAIRMAN AIZENSTAT: Call the roll, please.
 20 THE SECRETARY: Chip Withers?
 21 MR. WITHERS: Yes.
 22 THE SECRETARY: Robert Behar?
 23 MR. BEHAR: Yes.
 24 THE SECRETARY: Sue Kawalerski?
 25 MS. KAWALERSKI: Yes.