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1 forward.

2 MS. MENENDEZ: See, even if we don't

3 approve it, they're going to get it and they're

4 going to decide whether to move forward or not.

5 We're just a recommending body.

6 MS. ANDERSON: I understand.

7 MS. MENENDEZ: Okay.

8 CHAIRMAN AIZENSTAT: We have a motion and a

9 second. Any other discussion? No? Call the

10 roll, please.

11 MS. VELEZ: One question.

12 CHAIRMAN AIZENSTAT: Oh, yes. Sorry.

13 MS. VELEZ: Do we need to make any

14 provisions for the Junior League Building? Do

15 we have to say anything at all about that?

16 CHAIRMAN AIZENSTAT: No. It's on the

17 record. My understanding is, it's on the

18 record --

19 MR. TRIAS: Right. Yeah.

20 CHAIRMAN AIZENSTAT: -- with Ramon --

21 MR. TRIAS: That's fine.

22 MS. VELEZ: All right.

23 CHAIRMAN AIZENSTAT: Call the roll, please.

24 THE SECRETARY: Maria Menendez?

25 MS. MENENDEZ: Yes.

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1 subsection, "Section A-58 - Hammock Oaks Harbor

2 Section 2(F)," providing provisions governing

3 the use of the proposed private yacht basin

4 facility, on property legally described as A

5 portion of Tract E, Block 4 of Hammock Oaks

6 Harbor Section Two, Coral Gables, Florida;

7 providing for severability, repealer,

8 codification and an effective date.

9 Item E-4, a Resolution of the City

10 Commission of Coral Gables, Florida granting

11 conditional use approval pursuant to Zoning

12 Code Article 3, "Development Review," Division

13 4, "Conditional Uses," for a private yacht

14 basin on property zoned Single-Family

15 Residential for the property legally described

16 as A portion of Tract E, Block 4 of Hammock

17 Oaks Harbor Section Two, Coral Gables, Florida;

18 including required conditions; providing for

19 severability, repealer, providing for a clause,

20 and providing for an effective date.

21 I think there's an issue in the title here,

22 on the second one.

23 CHAIRMAN AIZENSTAT: Can you elaborate,

24 please?

25 MR. COLLER: Yeah. I'm not sure what

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1 THE SECRETARY: Maria Velez?

2 MS. VELEZ: Yes.

3 THE SECRETARY: Rhonda Anderson?

4 MS. ANDERSON: No.

5 THE SECRETARY: Julio Grabiell?

6 MR. GRABIEL: Yes.

7 THE SECRETARY: Eibi Aizenstat?

8 CHAIRMAN AIZENSTAT: Yes.

9 Thank you.

10 If we can now go ahead and move on to the

11 next item, which would be E-3 and E-4, as they

12 are related.

13 Are you going to read them into the record?

14 MR. COLLER: Yes. I'm going to read both

15 items into the record, and we'll have one

16 public hearing on both items, and we can then

17 vote on them separately.

18 CHAIRMAN AIZENSTAT: Okay. Go ahead,

19 please.

20 MR. COLLER: Okay.

21 Item E-3, an Ordinance of the City

22 Commission of Coral Gables, Florida providing

23 for text amendments to the City of Coral Gables

24 Official Zoning Code, Appendix A, "Site

25 Specific Zoning Regulations," by creating a new

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1 "providing for a clause is." I want to just

2 double-check that with Staff for a minute. I

3 don't think it affects our ability to hear it.

4 It might just be a scribe's thing.

5 MS. MENENDEZ: Where is that?

6 CHAIRMAN AIZENSTAT: The last one.

7 MS. VELEZ: The last one.

8 MS. MENENDEZ: But where?

9 MR. COLLER: Item E-3 and E-4, public

10 hearing.

11 CHAIRMAN AIZENSTAT: Would you like to take

12 a five-minute recess while you do that or what

13 would you like to do?

14 MR. COLLER: I think we can take a

15 five-minute recess if you'd like or I can do it

16 while we're going through the hearing.

17 CHAIRMAN AIZENSTAT: No, go ahead. Let's

18 do it while we're going through the hearing.

19 MR. COLLER: Okay.

20 MR. TRIAS: All right. Mr. Chairman, I

21 have a brief PowerPoint, and the request is a

22 little bit unusual, so let me see if I can

23 explain it. If I could have the PowerPoint.

24 There are two requests. One is a

25 conditional use, which is one of the

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1 conditional uses listed in the single-family,
 2 which is the private yacht basin. In addition,
 3 there's a definition in the Code that explains
 4 what that is, but that's basically a small
 5 operation that is used by the neighbors and so
 6 on.

7 In addition, there's a text amendment for
 8 the Site Specifics. That may not be absolutely
 9 necessary, but we thought that it would be
 10 better if that was also included, given the
 11 area, that that area has Site Specifics
 12 already. So this simply would memorialize the
 13 request. So those are the two requests.

14 Now, the site is a little bit unusual.
 15 It's a very long and narrow strip of land at
 16 the very end of a cul-de-sac. As you can see,
 17 there's a lot of houses there along a street
 18 that goes north/south, and then it ends in a
 19 cul-de-sac, and there's a fifty-foot frontage,
 20 and then the rest of the strip of land is the
 21 property that we're talking about. As you can
 22 see, there's also two bodies of water on either
 23 side. So there's water on both sides.

24 Now, the request, as you saw in the
 25 materials, the background materials, is for a

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1 swales, and that the docks will be for
 2 residents only, the vehicular parking is inside
 3 the property, which is for two cars and several
 4 golf carts, that there will be security
 5 provided by a four-foot gate and that there
 6 will be a landscape buffer along Marin Street.

7 So the public notice, two times letters
 8 have been sent to property owners, the property
 9 has been posted three times, the website
 10 posting has happened three times and there has
 11 been one newspaper advertisement.

12 Staff recommends approval, with conditions,
 13 which are the conditions proffered by the
 14 Applicant, and for the application for
 15 conditional use, and Staff recommends also
 16 approval for the amendment to the Site Specific
 17 Zoning Code text amendment.

18 There are some ways to improve the language
 19 that we have discussed with the Applicant. I
 20 think all of those have been incorporated. And
 21 that is the end of the my presentation, if you
 22 have any questions.

23 There's also a couple of other materials on
 24 your desk. One of them is fairly thick. That
 25 is a lawsuit that one of the neighbors is --

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1 series of -- for a dock, basically, a long
 2 dock, with eight slips -- boat slips and some
 3 parking, a small parking area, in the front, a
 4 wall and a gate and landscape. So that's
 5 basically it. It's an unusual project from
 6 that point of view, but as you can see, the
 7 cul-de-sac is shown as a circle there and the
 8 entrance into the property is shown in gray.

9 There's no change in Zoning or Land Use. As we
 10 said, it's a conditional use. It's a
 11 conditional use already listed in the Code, and
 12 that requests you to review the Site Plan that
 13 is attached.

14 The Site Plan, as you can see, includes
 15 landscape, includes the materials. It has been
 16 already reviewed through some of the County
 17 agencies, and the Applicant could explain that
 18 in more detail.

19 And then the Request Number Two is to
 20 memorialize some of the conditions in the Site
 21 Specifics that the Applicant is proposing.
 22 Among them are that the restrictions would
 23 include that the use of the docks would be for
 24 owners or residents only of that neighborhood
 25 and no commercial operations, no parking on

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1 and the attorney may explain it better. There
 2 was a request for a deferral from the attorney.
 3 Our City Attorney reviewed it, and we believe
 4 that we don't need to defer this item.

5 CHAIRMAN AIZENSTAT: Mr. Coller, I'd like
 6 to ask your opinion on that.

7 MR. COLLER: Yes. First, on the reading of
 8 the title, sometimes when you read things out
 9 loud, you miss something, but it should have
 10 been "severability clause and effective date."
 11 So it doesn't impact the jurisdiction. It's
 12 just a scribe's error. You know that scribe
 13 is constantly making errors. So, in any event,
 14 as far as the -- so that's on that issue.

15 As far as the lawsuit, the City Attorney
 16 and I reviewed it. We believe that there may
 17 or may not be a dispute among the private
 18 parties, but it is our position that it doesn't
 19 impact the jurisdiction of the Board and you
 20 can move forward with your decision on this
 21 particular issue.

22 CHAIRMAN AIZENSTAT: Okay. Thank you.
 23 Is the Applicant here?

24 MS. RUSSO: Good evening, Mr. Chairman,
 25 Members of the Board, Mr. Coller and Mr. Trias.

1 For the record, my name is Laura Russo, with
2 offices at 2655 Le Jeune Road, and I'm here
3 this evening with co-counsel, Lynn Lewis, at
4 501 Brickell Key Drive, and we are here this
5 evening representing David Cabarrocas, who is
6 the owner of the referenced property.

7 This is a portion of Tract E located in
8 Hammock Oaks Subdivision Section Two. The
9 property, as Mr. Trias told you, is a vacant
10 strip of land at the south end of Lake B, which
11 is on Section Two of Hammock Oaks plat and also
12 Lake B is on Hammock Oaks Section Three.

13 The property is approximately 510 feet long
14 and varies in width from about 30 feet to about
15 40 to 50 feet on the northern most end. So you
16 know, for those of you who do real estate, the
17 legal description of the property includes a
18 portion of the lake.

19 MS. MENENDEZ: I'm sorry, the lake to the
20 north or --

21 MS. RUSSO: The lake to the north. The
22 lake to the north, yes.

23 Mr. Cabarrocas is requesting a conditional
24 use approval for a private yacht basin, which
25 is allowed, as Mr. Trias said, under our Zoning

1 Code, under Section 4-01 C-1 as an axillary, an
2 accessory use. It's a use allowed in
3 residential, and it's also allowed and more
4 elaborated in Section 5-2501 of our Zoning
5 Code.

6 We are proposing a text amendment as sort
7 of an additional measure of security, and that
8 was discussed at the beginning, when we were in
9 our pre-application meetings, that we would add
10 a text amendment Site Specific, so it would be
11 under Hammock Oaks Section Two. Some could
12 look at it and it would list all of the
13 conditions of approval, so that there would be
14 that extra protection that Code Enforcement
15 would be able to enforce it without having to
16 go through a rigamarole and looking at whether
17 the Ordinance got recorded or not. All of the
18 conditions of approval would be in the Site
19 Specific. And this has been done in other
20 instances, with other projects.

21 The Site Plan, as you heard, consists of --
22 and I'm going to walk over there --

23 CHAIRMAN AIZENSTAT: There's a microphone
24 right there, if you'd like.

25 MS. RUSSO: Yeah, but I find that it

1 becomes a hard thing, too many -- the project
2 itself, the proposed project, is this strip of
3 land. This is the cul-de-sac. The property is
4 this, and we are proposing eight slips on this.

5 There is also, which you can see on the
6 rendering, there will be a wall. So the
7 property will be walled off at the cul-de-sac
8 with a vehicular gate, as well as with a
9 pedestrian gate. Both of those gates will be
10 access only for the owners. The idea is that
11 the property will be submitted to a condominium
12 form of ownership, and the docks will be units,
13 and then the common elements will be the water,
14 the landscaping, the wall, the care, the
15 pathways and the access piers that lead to the
16 docks.

17 We had a neighbors meeting, as is required,
18 and so you know, under the last tab, the 1,000
19 foot radius only incorporated 48 homes. So we
20 took it upon ourselves to incorporate all of
21 Hammock Oaks in our notice, thinking it's the
22 right thing to do. I mean, back in the day
23 when I started practicing, the notice area was
24 300 linear feet. We're now at 1,500. In this
25 case, we just took the entire subdivision.

1 We had a neighborhood meeting, which was on
2 June 14th. We submitted a sign-in sheet. Not
3 everyone was willing to sign-in, but we had
4 approximately thirty neighbors, not including
5 myself and the Cabarrocas and one of their
6 sons, who attended.

7 We heard some additional concerns which
8 were raised by some of the neighbors, in terms
9 of issues that they were worried about. So as
10 a result of those meetings, we proffered some
11 additional conditions. So under Section 5-2501
12 of the Zoning Code, there are a bunch of
13 prohibitions already built in on what a private
14 yacht basin is prohibited from doing. We added
15 those specifically to our request -- so it
16 would be located in the Site Specific -- but we
17 also added some additional items.

18 So there was a concern about garbage and
19 the smell of garbage. So we prohibited fish
20 cleaning. So if anyone wants to clean any fish
21 that they catch, they have to stop at Matheson
22 Hammocks first or take the fish home and clean
23 their fish at home. We also added landscaping,
24 which will be a buffer between this property
25 and the abutting property owner to the north.

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1 We added the required parking, actually a
 2 couple of extra spaces, and we added -- the
 3 parking is two parking spaces for regular cars
 4 and eight for golf carts.

5 We have the wall. So the wall will be four
 6 feet high, and it can't violate the triangle of
 7 visibility. We've made arrangements for trash
 8 pickup and recycling twice a week by the City
 9 of Coral Gables.

10 MS. MENENDEZ: Excuse me, Ms. Russo.
 11 MS. RUSSO: Yes.
 12 MS. MENENDEZ: Is that like listed in one
 13 of your --
 14 MS. RUSSO: Yes, it is. It is --
 15 MS. MENENDEZ: Which one?
 16 MS. RUSSO: -- Tab F.
 17 And I'm on the second page of the Zoning
 18 Code Text Amendment.
 19 MS. MENENDEZ: So these are --
 20 MS. RUSSO: Additional conditions --
 21 MS. MENENDEZ: -- additional conditions
 22 that your client is adding?
 23 MS. RUSSO: Correct.
 24 MS. MENENDEZ: In addition to the ones that
 25 are already set forth in the Zoning Code?

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1 lives up in North Gables, who doesn't have a
 2 place to put their boat or someone who lives in
 3 another section of the Gables, but rather to
 4 provide for this neighborhood.

5 We also have that parking of vehicles can
 6 only be inside. So they can only park inside,
 7 no parking on the swale, and we are willing to
 8 have, you know, tow away signs, so that if
 9 there is a car parked on the swale, the roving
 10 patrol has the authority to tow away a vehicle.

11 We, also, at the request of Staff, appeared
 12 before the Waterway Advisory Board on June 6th.
 13 They heard our proposed Site Plan. They had no
 14 particular issues. There is no obstruction of
 15 the required waterway access, in the boats
 16 accessing and going out, and so we are
 17 respectfully requesting approval.

18 I know there are some neighbors here who
 19 are in opposition. There are some neighbors
 20 here who also are in favor. And I'd like to
 21 reserve time for rebuttal.

22 And with respect to the lawsuit, I will
 23 say, my client has engaged litigation counsel
 24 that will be handling -- it's a dec action, for
 25 those of you that are lawyers. It's requesting

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1 MS. RUSSO: In the Zoning Code, which we
 2 have, in addition, added here, so that someone
 3 doesn't have to go look at Section 25-01, they
 4 can just go to this particular section.

5 We also added that all vehicles, so any
 6 owner of a car or a golf cart or a boat, must
 7 display a decal, that will be issued by the
 8 condominium association, so that there is an
 9 ability for Code Enforcement to fine, for
 10 example, if there is a car with a decal that's
 11 parked outside the swale -- you know, on the
 12 swale area.

13 We've also agreed that the daily roving
 14 patrol to be able to monitor and confirm
 15 ownership of any, you know, car or boat that is
 16 parked on the property. The property, of
 17 course, as I said, will only be accessible to
 18 property owners. So the gate won't open for
 19 people who aren't property owners, and the
 20 pedestrian gate will be locked. But probably
 21 the biggest condition that we've put in is that
 22 the sale, conveyance or leasing of a dock can
 23 only be to someone who is an owner of property
 24 in Hammock Oaks.
 25 So this idea is not to bring someone, who

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1 a declaration as to the rights under the plat.
 2 I happen to disagree on some of the
 3 premises, as a real estate lawyer, as to
 4 whether plat restrictions and dedications
 5 actually convey ownership rights, as opposed to
 6 use rights, but as the City Attorney and
 7 Mr. Collier have ruled, that will be a private
 8 dispute that will be taken up by the Courts and
 9 doesn't affect the City's jurisdiction.

10 This is an allowed use. There's an allowed
 11 process, and this Board is a recommending body
 12 to the City Commission. So I respectfully
 13 request approval of our Site Plan and also
 14 respectfully request some rebuttal at the end.

15 CHAIRMAN AIZENSTAT: Thank you.
 16 MS. RUSSO: And I'm happy to answer any
 17 questions.
 18 CHAIRMAN AIZENSTAT: Thank you.
 19 MS. ANDERSON: Do we have an opportunity
 20 for questions now?
 21 CHAIRMAN AIZENSTAT: We will. Let's go
 22 ahead and open up the floor first and hear
 23 public comment.
 24 MS. ANDERSON: Okay.
 25 CHAIRMAN AIZENSTAT: Thank you.

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1 MS. RUSSO: Okay. You're welcome.

2 THE SECRETARY: Adam Moskowitz.

3 MR. MOSKOWITZ: Good evening. Thank you

4 for hearing me. I am Adam Moskowitz. I live

5 at 414 Rovino Avenue with my beautiful wife,

6 Jessica, and our three children, Samantha,

7 Serafina and Michael.

8 And, actually, I live here.

9 CHAIRMAN AIZENSTAT: If you would, there's

10 a microphone right there, if you don't mind.

11 MR. MOSKOWITZ: Oh, yeah.

12 That's my house. So I'm --

13 MS. MENENDEZ: Can you show me again?

14 MR. MOSKOWITZ: Yeah.

15 CHAIRMAN AIZENSTAT: Just point to it.

16 MR. MOSKOWITZ: Yeah, it's the top. Here.

17 I didn't know I'd be in the diagram.

18 So we've lived there for many years, and we

19 lived next door. We sold our house, when we

20 had more children, and we got a bigger house.

21 So we love Hammock Oaks. Some of my best

22 friends' parents built Hammock Oaks, Howard

23 Wolofsky, Jeanie Jontiff and Dr. Elias. I

24 mean, they built the development. So it's

25 always been my dream. When we were very

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1 only a few.

2 So when we heard about what his idea was,

3 as a lawyer, I was very careful. I said, well,

4 how are you going to organize this in a nice

5 fashion to make our development a better home,

6 a better place to live, a place where I bring

7 my four-year-old daughter, Samantha, to go

8 walk, because I wouldn't take them where the

9 current homes are. And those are the people

10 that are opposing this.

11 And, again, they're wonderful people. I

12 know them. They have their own docks. They

13 have ocean access. We don't. The hundred

14 people that live in Hammock Oaks, they don't

15 have ocean access. We have lake access. Only

16 those seven people have access to the ocean.

17 So we had many meetings with David. I sat

18 down and went to lunch with him, and I said,

19 "Explain to me in detail what you plan to do,

20 because I have three children that are going to

21 grow up here." And I said, "It's not good

22 enough. Revise it. Revise it." And he kept

23 revising it, like what his attorney said. They

24 put security. Then they put different

25 restrictions down. Then they put landscaping

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1 fortunate to be able to buy a home in Hammock

2 Oaks, we did, and I've been a lawyer for 25

3 years here in Coral Gables. I ran the class

4 action practice for Kozyak Tropin. I started

5 my own firm, the Moskowitz Firm, here in Coral

6 Gables.

7 We were first very skeptical of this

8 proposal. Well, I don't know the people who

9 developed it. We knew nothing about it. My

10 wife is on the homeowners association, and when

11 we heard about it, we were skeptical, because,

12 as you can see, there's already eight docks for

13 the people that live on the ocean, and that

14 area is not that great. And I'll just walk

15 over. It's here.

16 These people, they all have docks, but

17 they're not organized. They're wonderful

18 people, and we've met them at the homeowners

19 association. They're wonderful people, but

20 it's not organized. They don't have like an

21 easement where there's a walkway area. I

22 wouldn't bring my children to go to that area.

23 And they have problems. It's not an organized

24 dockaminium like this developer is trying to

25 do, and it's not run very well, and there's

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1 down, so there's not going to be cars. And,

2 then, most importantly, you have to live in

3 Hammock Oaks to get a slip. That wasn't in

4 there originally. So you have to live there to

5 use these slips, like the people who currently

6 have the docks, and one of them is opposing it,

7 who's a wonderful person, but they have their

8 own docks already with ocean access, and many

9 of these developments, like Gables by the Sea,

10 Gables Estates, Cocoplum, only have few people

11 that have ocean access and they don't want the

12 lakes to connect to the ocean, like us.

13 So I thought, after hearing him out, you

14 know what, I would support this plan, because I

15 think that this is a wonderful development. I

16 think it's a reasonable, small little

17 development. It's not a marina. There's no

18 lunch room or anything. It's just six docks.

19 It's beautifully landscaped. There's going to

20 be security. There's going to be restrictions

21 there. Only people who live there can get

22 them. So I thought, this is going to be

23 something that I would like, that I'd be

24 interested in, and that my children would be

25 interested in and would be open to other

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1 people, who are residents, and the people who
 2 live on my block, we support it.
 3 You know, I haven't met anybody who's
 4 against it yet, who doesn't have one of the
 5 other docks. The people that I've met that
 6 oppose it, they have docks already and they
 7 have ocean access. And they have their
 8 concerns, and I understand them. They don't
 9 want construction or they don't want noise, and
 10 I hear them, and I think that they need to be
 11 reasonable in terms of how they build this
 12 project. I think it needs to be a carefully
 13 done project, but I think I've carefully
 14 reviewed it. I mean, I went page by page
 15 through it, and I think they've done
 16 everything, in addition to what was originally
 17 there, to address all of the concerns that we
 18 heard from the homeowners, including myself and
 19 my wife and our children, to make it a really
 20 beautiful addition to what we have now.
 21 So we support it. Thank you very much for
 22 hearing me out.
 23 CHAIRMAN AIZENSTAT: Thank you.
 24 THE SECRETARY: Peter Zubizarreta.
 25 MR. ZUBIZARRETA: Hi. I'm Peter

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1 slip. I believe that's addressed.
 2 Now, there's one thing that did concern me,
 3 which it says, "Property owners." So a
 4 property owner could be somebody that just owns
 5 an empty piece of land in Hammock Oaks and they
 6 want to have a boat slip. So they might not
 7 treat the community as well as somebody that
 8 lives there. So that gives me some concerns.
 9 I also feel like there might be a little bit of
 10 a loophole there, and I'm sorry, David, this
 11 might actually affect you, but if you own a
 12 slip, does that make you a property owner? So
 13 if you own a slip, now you sell your home,
 14 you're considered a property owner? I think
 15 that needs to be addressed. I think that needs
 16 to be tightened a little bit, because
 17 technically you can sell that slip to someone
 18 that no longer lives in the community. So
 19 that's one issue that I hope you guys will look
 20 at and tighten up. Thank you.
 21 CHAIRMAN AIZENSTAT: Thank you.
 22 THE SECRETARY: Rene Arencibia.
 23 MR. ARENCIBIA: Good evening. Thank you
 24 for giving me an opportunity to address the
 25 Board. My name is Rene Arencibia, 435 Campana

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1 Zubizarreta. I live at 490 Campana Avenue. I
 2 happen to be the president of the homeowners
 3 association, so I've kind of heard both sides
 4 of this issue, those that are for and those
 5 that are against.
 6 And I think, if you look at communities
 7 that have a marina or have a boat basin, it
 8 does add value to a community. It adds value
 9 to be able to have your boat in your community,
 10 improves property values. It's an appeal that
 11 people are looking for in South Florida.
 12 On the other hand, and these are some of
 13 the concerns that I'm hearing, it can't be at
 14 the expense of the rest of the community. I
 15 was happy to hear some of the restrictions that
 16 were added to the property, in terms of parking
 17 on the swale, which I think was a big concern
 18 for people that are on Marin. There were
 19 concerns about trash collection, and that came
 20 up several times. People are concerned about
 21 noise and traffic and a few other things.
 22 Now, one thing that really concerned me was
 23 making sure we have a tight covenant with the
 24 land that does not allow non-residents of
 25 Hammock Oaks to either buy a slip or rent a

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1 Avenue. I've been a resident of Coral Gables
 2 for 28 years.
 3 I am in favor of this project. I
 4 personally own a boat, which I keep at Miami
 5 Yacht Club, which is Downtown by the Parrot
 6 Jungle. Basically, drive 45 minutes to be able
 7 to use my boat, load up the car with the
 8 fishing rods, coolers and so on and so on. It
 9 will be a great opportunity that I can acquire
 10 a dock at Hammock Oaks.
 11 Currently there's approximately a hundred
 12 homes, and I think between 18 or 20 have
 13 waterfront or dock. So the rest of 80 homes
 14 don't have access or a dock. So I think it
 15 will be a great opportunity for a few to be
 16 able to acquire a dock. And whoever acquires
 17 one, it will increase their property value. So
 18 definitely I'm in favor of this project.
 19 I've seen the presentation, security, gate,
 20 access code, so all of those things are
 21 basically for the resident who lives close by,
 22 limited view. I personally own a golf cart
 23 already, so that will be a plus already. And I
 24 think that's it. Thank you.
 25 CHAIRMAN AIZENSTAT: Thank you.

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1 THE SECRETARY: Mark Grafton.
 2 MR. GRAFTON: Good evening. Thank you,
 3 Mr. Chair, Members of the Board. My name is
 4 Mark Grafton. I'm an attorney with Shubin &
 5 Bass. Our office is located at 46 Southwest
 6 First Street.
 7 I'm here today representing Tom Singer, who
 8 owns a property that sits directly abutting to
 9 the proposed site, and I can just walk over and
 10 show you real quick.
 11 MS. MENENDEZ: Do you know the address?
 12 MR. GRAFTON: The address is --
 13 MR. COLLER: There's a mike there, right
 14 there. If you'd pick that up. You have to
 15 turn it on.
 16 CHAIRMAN AIZENSTAT: You have to turn it
 17 on. Underneath.
 18 MR. GRAFTON: Is it on? I don't really
 19 need to be over there, anyway.
 20 So Tom Singer is here today, and he will
 21 also speak. He's directly abutting, and so
 22 what I want to get across is that we do have a
 23 number of significant concerns about this
 24 project and how it's going to affect his
 25 family's quality of life, as well as the

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1 says, Performance Standards.
 2 "The following performance standards shall
 3 govern the general development of structures in
 4 the district. Building sites, building and
 5 structures shall be constructed or erected upon
 6 a building site containing at least one platted
 7 lot and such building site shall have a minimum
 8 street frontage of fifty feet. See also
 9 Section 3-206."
 10 This is not a platted lot. In 2014, the
 11 City -- Mr. Trias determined that this piece of
 12 land shall not constitute a lawful building
 13 site. This is a formal written determination.
 14 It was not appealed.
 15 In 2018, after the Applicant went to the
 16 DRC, the Planning and Zoning Board -- Planning
 17 and Zoning provided the following comment:
 18 Comment Number 1, follow application procedures
 19 for separation or establishment of a building
 20 site, conditional use as per Section 3206 of
 21 the Zoning Code.
 22 Now, we've heard no testimony about whether
 23 or not there is a lawful building site. We've
 24 heard no testimony about 3206 and I submit that
 25 it may very well be, because the Applicant

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1 quality of life of some of his neighbors.
 2 As you've heard, we filed the lawsuit that
 3 relates to the private property rights at
 4 issue, and I'm not going to get into that. I
 5 respect the decision from your City Attorney
 6 and the counsel that's here today. We also
 7 have a separate set of arguments that relate to
 8 the City's Code, and I know that this Board
 9 takes the City's Code very seriously and
 10 attempts to faithfully apply all of the
 11 provisions of the Code. So we would just
 12 respectfully urge that you take a look at some
 13 of these points that I'm going to bring up.
 14 First and foremost, before you can develop
 15 a property in Coral Gables, you must have a
 16 lawful building site. That requirement can be
 17 found throughout the Code, but as a specific
 18 example, Section 4-101 D-1, and I'll read that
 19 very briefly. It's a short section. It comes
 20 right after 4-101 C-1, which states that
 21 private yacht basins are listed as conditional
 22 uses in single-family residential districts.
 23 We understand that. We understand that under
 24 certain circumstances, a private yacht basin
 25 could make sense, but the very next section

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1 cannot satisfy the standards that are set forth
 2 in 3206, which would allow them to establish a
 3 lawful building site, which is essentially step
 4 one of any development application in the City
 5 of Coral Gables.
 6 We have a number of other Code based
 7 arguments, and I'm happy to go into them. I
 8 don't know how much time I'm going to be
 9 allowed today, Mr. Chair. If I could have
 10 maybe another minute or two.
 11 CHAIRMAN AIZENSTAT: Another minute or two
 12 is fine. Thank you.
 13 MR. GRAFTON: Okay. Thank you.
 14 So 3206-E, which is the section that is
 15 referenced in the comments by Planning and
 16 Zoning, after this application went to DRC,
 17 states, again, all buildings or structures
 18 located in districts shall be constructed or
 19 erected upon a building site containing one
 20 platted lot. Again, we don't have a platted
 21 lot. This plot was never platted. It was a
 22 remnant parcel when this subdivision went in,
 23 and it was the only non-platted lot,
 24 essentially. All of the other neighbors, every
 25 other property on there, all of those are

1 platted lots, and they're buildable lots. This
 2 is the only one that is not and it's a very
 3 strange narrow parcel and that's why it's
 4 different.
 5 The last argument that I'll make is related
 6 to Section 10940 of the Code, which essentially
 7 states that you can't construct a dock until
 8 you have a platted lot. So this, again,
 9 re-enforces the concepts that platted lots and
 10 building sites are the precursors for what
 11 comes next, and we haven't seen any testimony
 12 or any attempt to get that first step.
 13 So thank you for your time. We would
 14 request denial until the Applicant can attempt
 15 a building site determination. Thank you.
 16 CHAIRMAN AIZENSTAT: Thank you.
 17 THE SECRETARY: David Cabarrocas.
 18 MR. CABARROCAS: Good evening. My name is
 19 David Cabarrocas.
 20 CHAIRMAN AIZENSTAT: Can you use that
 21 microphone? I think that one's off.
 22 MR. CABARROCAS: I'm the owner of the
 23 property that we're trying to get the docks
 24 built.
 25 Laura did a great job explaining basically

1 There's no apartments there, but they're
 2 calling the ownership of the docks a
 3 condominium. So, in a residential
 4 neighborhood, in a sliver of land, we have an
 5 eight-unit condominium and ten parking spaces.
 6 I would like you to consider that this is
 7 not practical, not in continuity with the
 8 residential neighborhood. It will have an
 9 impact. In parting, I would like to mention
 10 that some of you probably have friends that
 11 bought condominiums from developers who said
 12 this is what's going to happen, and, then, when
 13 the developer turned it over to the owners,
 14 different things happened.
 15 So I'm sure David's intent is to do
 16 everything he says. I'm sure Adam, as long as
 17 he's living at Hammock Oaks, is going to make
 18 sure everything is perfect, but this project is
 19 not Zoned in a residential area and you should
 20 consider keeping Hammock Oaks a residential
 21 area. Thank you.
 22 CHAIRMAN AIZENSTAT: Thank you.
 23 THE SECRETARY: Lynn Lewis.
 24 CHAIRMAN AIZENSTAT: No more speaker?
 25 Did you sign up?

1 our goal here and how we've addressed the
 2 concerns of the neighbors to keep it where it
 3 causes minimal disruption to the neighbors and
 4 create a value to the Hammock Oaks development,
 5 and the people who are able to purchase the
 6 slips obviously will increase the value of
 7 their home, having a slip with their house.
 8 And, basically, that's it.
 9 It's a project that I think is a great
 10 project for the community, and, you know, it
 11 will add a lot of value to it. That's it.
 12 CHAIRMAN AIZENSTAT: Thank you.
 13 MS. MENENDEZ: Thank you.
 14 THE SECRETARY: Tom Singer.
 15 MR. SINGER: Good evening. My name is Tom
 16 Singer. I live with my lovely wife, Cheryl, at
 17 11095 Marin Street. We've been there for
 18 almost 40 years.
 19 We have been afforded a peaceful, quiet
 20 secure cul-de-sac style living in this
 21 neighborhood. Directly south of my property
 22 line, the developer is proposing to build, in
 23 this residential neighborhood, a complex
 24 consisting of an eight-unit dock condominium,
 25 with ten parking spaces of various sizes.

1 MS. PRICE: I did not.
 2 CHAIRMAN AIZENSTAT: You're the last one,
 3 then. Were you sworn in?
 4 MS. PRICE: I was not sworn in.
 5 CHAIRMAN AIZENSTAT: Right over here to the
 6 court reporter. You can stay where you're at.
 7 (Thereupon, the participant was sworn.)
 8 MS. PRICE: Hi, my name is Debra Price --
 9 this one -- yes -- and I live with my husband,
 10 Steven Price, at 11085 Marin Street. We live
 11 next to Mr. Singer. And I just want to say
 12 that we are opposed to this variance for a
 13 condo marina in our backyard.
 14 While, you know, we bought our home --
 15 actually, we built our home in this
 16 neighborhood, because it was on a quiet street,
 17 that was a cul-de-sac, with a quiet lake, that
 18 didn't have a condo marina. I think it's
 19 exceedingly unfair to us, at this point in our
 20 lives, for you to change the nature of our home
 21 in the back and the nature of your backyard to
 22 create really what I believe is going to be a
 23 change in our living environment and the quiet
 24 peace that we have in our neighborhood, by
 25 putting a marina in our backyard.

1 And so I just would like to say that I'm
2 opposed to it and I think you need to consider
3 all of the homeowners in Hammock Oaks. There
4 are people's whose properties will increase in
5 value by getting a dock. There are also people
6 who have lived here for 30 years, who have
7 enjoyed not having a condo marina in our
8 backyard, and I hope that you'll consider that,
9 as well. Thank you.

10 CHAIRMAN AIZENSTAT: Thank you.
11 Having no more speakers, I'll go ahead and
12 close the floor and open it up.

13 Rhonda?

14 MS. ANDERSON: I had several questions, and
15 mainly directed for Laura Russo to respond to.

16 MS. RUSSO: I can't see you over the
17 monitor.

18 MS. ANDERSON: Sorry.

19 MS. RUSSO: That's okay. That's okay.
20 Hopefully some of the improvements that they're
21 going to make over the summer will make this a
22 little bit more user friendly on this side of
23 the podium.

24 MS. ANDERSON: I have several questions for
25 you. One of them has to do with the width of

1 the dock space itself. In some areas, it's
2 clearly indicated it's only five feet, sixty
3 inches, and although it meets the minimum
4 requirements under the ADA at sixty inches,
5 there's also a recommendation that it be
6 bigger, for safety concerns.

7 And related to that question is whether or
8 not any of the -- there's at least one dock
9 slip that would be accessible for individuals
10 with disabilities, as well as the sloping
11 requirements and so forth on the rest of the
12 docking area.

13 So I would recommend that the dock space be
14 increased so it will be safer for an individual
15 with disabilities.

16 The second question regarding the dock
17 space deals with the distance of the first boat
18 slip from the private property owners,
19 particularly, you know, the Singer residence.

20 MR. RUSSO: This is one of the -- there's
21 no lip so everything --

22 MS. ANDERSON: I'm very familiar with that
23 problem.

24 MS. RUSSO: Okay. Your question is with
25 respect to the slip.

1 MS. ANDERSON: The distance from the
2 residential properties themselves.

3 MS. RUSSO: Well, there's a twelve-foot
4 drainage easement. So I think, if we look at
5 the plat, you may be able to see it better.
6 The first slip is right here. There's a
7 twelve-foot drainage easement that runs
8 diagonally, and that's an easement from the
9 plat, which is to drain Marin Street. So Marin
10 Street drains into Lake B. And then you have
11 Mr. Singer's property is over here.

12 So I think from far --

13 MR. CABARROCAS: The distance is about 80
14 feet, approximately.

15 MS. ANDERSON: From Mr. Singer's property
16 to the first boat slip?

17 MS. RUSSO: The first dock slip.

18 MR. CABARROCAS: Yeah, to the property
19 line.

20 CHAIRMAN AIZENSTAT: If you could speak
21 into the microphone.

22 MS. RUSSO: So this is our piece of
23 property. This is Mr. Singer's home. And if
24 we can locate his property -- it's this, right
25 -- and this is the cul-de-sac. So we have a

1 twelve-foot easement.

2 Okay. So it is, from the property line,
3 you say the first dock -- let me see.

4 MR. CABARROCAS: There's 47 feet here, and
5 then there's like another 40 feet, 30 feet to
6 the first dock. It's about 80 feet from his
7 property line.

8 MS. RUSSO: If you look at the Site Plan
9 which is included, the length of the
10 twelve-foot drainage easement that runs
11 adjacent to Mr. Singer's property is
12 approximately just shy of 48 feet in length,
13 and then the length to the first pier, which
14 would be the first slip, it looks more like 30
15 feet. So it's approximately 70 feet from the
16 property, from Mr. Singer's property.

17 MS. ANDERSON: Okay. With regard to the
18 mangroves that are there, would your client
19 entertain a restrictive covenant to not trim
20 any of the mangrove?

21 MS. RUSSO: The proposed plans have already
22 been to DERM for an initial approval. They
23 will be going back to DERM as they are -- you
24 know, once we get our approval, but there will
25 be no trimming of mangroves. They have

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1 requested that some rip rap be put in and they
 2 have made some request for shoring up the
 3 bottom, and the real concern is that water from
 4 the other lake seep through to this one, but
 5 the plans have gone to DERM and they've also
 6 been reviewed by the City of Coral Gable Public
 7 Works Department.
 8 So they've made some comments that are
 9 really more for the building plan, for the
 10 actual, you know, building stage, so when you
 11 submit plans for construction, but there is no
 12 intent whatsoever to touch the mangroves. DERM
 13 wouldn't allow it.
 14 MS. ANDERSON: But could that be included
 15 as one of the restricted covenant?
 16 MS. RUSSO: Yes, that there would be no
 17 damage done to the mangroves? Yes.
 18 MS. ANDERSON: And no future trimming of
 19 the mangroves.
 20 MS. RUSSO: No future trimming of the
 21 mangroves.
 22 MS. ANDERSON: Because, I think, if it's
 23 spelled out for people, they will.
 24 MS. RUSSO: I have no issue adding that to
 25 the restricted covenant and proffering it as a

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1 MS. ANDERSON: Okay. And Provision 2-H,
 2 on-site fuel truck delivery dispensing is
 3 permitted. What is meant by that? Is it water
 4 side or dock side fuel delivery?
 5 MS. RUSSO: Do you want to answer that?
 6 MR. CABARROCAS: Yeah. Basically it's a
 7 service that you see in a lot of the waterfront
 8 homes, where a truck comes to your property,
 9 and with a hose, takes it to the back, and
 10 fuels your boat, so you don't have to go to a
 11 gas stock. You know, it's a little cheaper and
 12 obviously more convenient. Just a phone call
 13 and your boat is full, you know, as opposed to
 14 you have having to go to the gas stock and
 15 taking the time to fill your tank yourself.
 16 MS. ANDERSON: So where would the vehicle
 17 pull into?
 18 MS. RUSSO: Into the gate. Into the
 19 property.
 20 MR. CABARROCAS: Yeah, he'll come through
 21 the gate. There's a paved driveway where he
 22 can get to where he's -- the walkway to the
 23 boats, and from there, he'll put the -- pass
 24 the hose to fill the boat.
 25 MS. ANDERSON: Is it feasible for the hose

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1 condition that can be placed, both either in
 2 the Text Amendment and also a condition that
 3 can be made part of the Declaration of
 4 Restrictive Covenant.
 5 MS. MENENDEZ: I think that you should
 6 consider, unless it's required by DERM or by
 7 the City, because sometimes they infringe into
 8 the navigable waterway and the adjacent owners
 9 are required to trim them.
 10 MS. RUSSO: And just so you know, we have a
 11 proposed declaration of the condominium, and
 12 we've actually addressed this in the
 13 condominium docs. It says, in the condominium
 14 docs, "No dock owner may cut, remove, tie or
 15 otherwise interfere with or impact the mangrove
 16 vegetation on the condominium property," but
 17 I'm happy to take that language and bring it to
 18 the Text Amendment, so that it can be -- our
 19 goal was to try to make everything, as much as
 20 possible, that the City could enforce, Code
 21 Enforcement, by looking at the Text Amendment,
 22 the condominium which is going to have its own
 23 violations and fine structure could enforce
 24 looking at its documents and the two would
 25 mirror each other.

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1 to reach from outside of the gate all of the
 2 way back to the --
 3 MR. CABARROCAS: It is. I've seen a lot of
 4 waterfront homes where the truck just stays on
 5 the street right in front of the house, and
 6 from there they take the hose all of the way
 7 around.
 8 MS. ANDERSON: Can you add as a condition
 9 that the truck would have to pull inside of the
 10 gated area?
 11 MR. CABARROCAS: We have that provision
 12 already in the condo docs, where there will be
 13 no parking on the swale, including mechanics,
 14 if somebody's going to come and service a boat,
 15 or the fuel truck. They all come into the
 16 property and do the service.
 17 MS. MENENDEZ: But is that needed, because
 18 that's not -- like that's one of the
 19 restrictions of Article 5 of dispensing fuels
 20 unless in compliance with minimum standards set
 21 forth in Ordinance -- I'm sorry to interject.
 22 MS. ANDERSON: No. No. It's okay. Go
 23 ahead.
 24 MS. MENENDEZ: Is that really needed? You
 25 have Matheson Hammocks right next door. You

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1 have the fueling station right there.

2 MR. CABARROCAS: I know. It's a

3 convenience. Obviously it's a lot easier for

4 the owner to do it. It's done all around the

5 Gables, you know, at Gables Estates. Any place

6 that has waterfront or marinas have this

7 service going to them --

8 MS. MENENDEZ: At the homes?

9 MR. CABARROCAS: -- so I don't see why that

10 would be -- yeah, homes, and there's -- I can't

11 think of any now. I don't know if Snapper

12 Creek has fuel trucks go to their folks there,

13 but it's done on a regular basis.

14 MS. ANDERSON: One of the neighbors had

15 expressed concerns about the parking, that

16 there needed to be no parking signs. Is there

17 going to be sufficient landscaping that would

18 make that -- obviate that need?

19 MS. RUSSO: We have proffered additional

20 landscaping actually on the swale, so on the

21 City's property, and we would be working with

22 Public Works in order to make sure it's not

23 something that a big truck -- you know, that a

24 big SUV type can run over, which you know

25 happens sometimes, but the idea is to keep that

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1 can't just call it a residential lot, but a lot

2 improved with a single-family home, because you

3 can own a residential lot and it can be vacant.

4 So I think the language would have to be

5 clarified, and I'm happy to work with Mr.

6 Coller on it, to specify that it is an

7 improved --

8 CHAIRMAN AIZENSTAT: And the developer

9 lives at Hammock Oaks?

10 MS. RUSSO: No, the developer does not live

11 in Hammock Oaks.

12 CHAIRMAN AIZENSTAT: So how does he retain

13 one slip?

14 MS. RUSSO: Well, that is the request.

15 He's going to retain one slip, but he has the

16 burden that his sale can only be now to an

17 improved single-family lot.

18 CHAIRMAN AIZENSTAT: I understand that the

19 developer can make the condo docs any way he

20 chooses, and a condominium -- and, Craig, if

21 you'll correct me, a condominium is just a form

22 of ownership, correct?

23 MR. COLLER: Well, that's correct, and

24 there should be a distinction between condo

25 docs that have certain restrictions versus the

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1 entire cul-de-sac free from anybody parking

2 either in the cul-de-sac or on the bit of swale

3 that surrounds that cul-de-sac. So we have

4 proffered that as a condition, as well.

5 MS. ANDERSON: And have you thought about

6 the concerns that were expressed about

7 conditions of ownership, and that, you know,

8 someone has to be an owner within Hammock Lakes

9 (sic) as opposed to an owner of a single-family

10 home?

11 MS. RUSSO: Well, I'm sure you have no

12 issues -- you know, the idea was that it was

13 meant for someone who owns property in Hammock

14 Oaks, but at the time we weren't thinking of

15 someone who owns vacant land and was buying a

16 dock, you know, not because -- because they

17 didn't live there.

18 So I don't know if you would object to

19 adding the restriction that it be limited to

20 people who have homes? So the developer is

21 going to keep one unit for himself, and his

22 restriction in the condo doc, as well, is that

23 any time that he sells it, it would be a

24 resident -- a lot improved with a single-family

25 home. I think we have to be specific. You

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1 City's Ordinances. The City does not enforce

2 the condo docs. It would enforce its Ordinance

3 or its Site Specific Ordinance.

4 MS. RUSSO: Right, which is why I've made

5 them mirror each other so the City has the

6 ability --

7 MR. COLLER: I'm a little confused,

8 actually, on this issue about ownership,

9 because the way I'm reading this condition, it

10 says, "Sale, conveyance, transfer, leasing of a

11 dock to anyone who is not an owner in Hammock

12 Oaks Subdivision. Boat slip shall only be for

13 the use of Hammock Oaks Harbor property owners

14 or residents."

15 So your proposal is to -- are you

16 suggesting that if you're a property owner, but

17 you're not an owner of a single-family

18 residence, you cannot transfer the dock --

19 MS. RUSSO: Correct.

20 MR. COLLER: Now, of course, if a resident

21 is renting in Hammock Oaks, they would be able

22 to use the boat slip, correct?

23 MS. RUSSO: If they are renting -- if the

24 house they are renting -- correct, if the house

25 -- and that's currently in the City Code. If a

1 Hammock Oaks resident is renting someone's
2 house and that house owns the dock, then the
3 tenant of the house can put his boat at the
4 dock. You see what I'm saying?

5 There's currently a requirement under the
6 City Code that if you have a property and you
7 have a dock, you can put your boat there, if
8 you're renting the house, but if you're not
9 renting the house, you can't put the boat
10 there. So that same restriction would apply
11 here.

12 MR. COLLER: Got it.

13 MS. RUSSO: If you're renting a house in
14 Hammock Oaks and that house owns, let's say,
15 Unit 3, then, yes, you can put your boat there.

16 CHAIRMAN AIZENSTAT: Okay.

17 MS. RUSSO: But if you're renting a house
18 and that house does not own a unit, you don't
19 get to rent -- we're not leasing them.

20 CHAIRMAN AIZENSTAT: What happens if that
21 owner sells the house? Is he required to sell
22 the dock space?

23 MS. RUSSO: Yes.

24 CHAIRMAN AIZENSTAT: Or does it run -- is
25 it a covenant to run with the land, where the

1 someone else or it has to go with the -- you
2 can't own it freestanding. So it either goes
3 with the house. Then the person gets a dock --

4 CHAIRMAN AIZENSTAT: So at the time of
5 sale, that the deed is transferred, the dock
6 title is transferred automatically, if it's not
7 sold before-hand?

8 MS. RUSSO: Correct.

9 CHAIRMAN AIZENSTAT: Is that correct?

10 MS. RUSSO: We can word it so that it would
11 have to be sold before-hand to another property
12 owner, yes, and then -- yes, that can be worded
13 in the declaration, which we will have that
14 reviewed by both, Craig Collier and Miriam.

15 MR. TRIAS: I think that that should be in
16 the condominium documents, but I think it
17 shouldn't be in the Zoning Code.

18 MS. RUSSO: No, but it should be a
19 declaration of restrictive covenant.

20 MR. TRIAS: Yes.

21 MS. MENENDEZ: It would be a deed
22 restriction with the dock.

23 MS. RUSSO: In a sense, yes. It would a
24 deed restriction with a conveyance of the dock.

25 CHAIRMAN AIZENSTAT: If an owner from House

1 house takes that space also?

2 MS. RUSSO: We are going to have a covenant
3 running with the land, so that you can't -- you
4 can't sell the dock unless it is to a now
5 improved single-family lot in Hammock Oaks.

6 CHAIRMAN AIZENSTAT: So you're tying the
7 docks to the lots?

8 MS. RUSSO: We had not, on the theory that,
9 let's say, I live, you know, on Rovino, and I
10 buy a dock. And now I want to sell my house,
11 but my neighbor's been desperate and wished he
12 had bought one of the eight docks. And my
13 neighbor says, "Please can you sell me your
14 dock. I'm a resident, and I own my house here
15 in Hammock Oaks. I would like to buy your
16 dock." And there would be a restriction on the
17 sale of the dock that would restrict it to only
18 property -- so you would have a double
19 restriction in the condominium documents, as
20 well as the restriction with the covenant
21 running with the land.

22 CHAIRMAN AIZENSTAT: But the example is,
23 you sell your house and nobody wants to buy
24 that dock. What happens?

25 MS. RUSSO: You have to sell the dock to

1 A at Hammock Oaks owns Dock 3, he doesn't use
2 it, can another home within Hammock Oaks rent
3 that space from that owner?

4 MS. RUSSO: I would say, no. I would
5 say, he would have to sell it to him.

6 CHAIRMAN AIZENSTAT: So there's no leasing
7 whatsoever of any kind?

8 MR. TRIAS: That's not what it says here.

9 CHAIRMAN AIZENSTAT: But that's why I'm
10 asking that question.

11 MS. RUSSO: Yeah, no leasing. So it could
12 only be if someone comes and leases that house
13 that owns Dock 3.

14 CHAIRMAN AIZENSTAT: But it allows it here.

15 MS. MENENDEZ: I mean, what you're
16 allowing, from what I read here, is you can
17 transfer or lease a dock space to anyone who is
18 an owner -- oh, I'm sorry, this is the
19 opposite.

20 Okay. If I'm an owner there and I don't
21 have a dock -- I mean, I don't have a boat and
22 I choose to lease it to another owner in
23 Hammock Oaks, can't I do that? I mean, it
24 makes sense, but -- the restriction is, it has
25 to be --

1 MS. RUSSO: It has to be someone who resides --
 2 MS. MENENDEZ: It would have to be an owner
 3 or a resident, really, that lives there.
 4 MS. RUSSO: Yes. Yes.
 5 CHAIRMAN AIZENSTAT: And, then, are you
 6 allowing lifts, any motorized options to take
 7 the boats out of the water, whether it's a
 8 lift, it's an elevator?
 9 MR. CABARROCAS: That would be up to the
 10 individual buyers. We're not selling it with a
 11 lift.
 12 CHAIRMAN AIZENSTAT: So they can go ahead
 13 and do additional improvements to that space?
 14 MR. TRIAS: Mr. Chairman, I would recommend
 15 against that. I don't think that's --
 16 CHAIRMAN AIZENSTAT: I agree with that.
 17 That's why I'm asking that.
 18 In other words, not going -- you know, if
 19 you use a whip, for example, to keep your boat
 20 off, that's one thing, but to go ahead and
 21 install elevators or some kind of a lift and
 22 start bringing the boats out of the water, I
 23 think you're undoing what you're proposing, and
 24 if you leave it for an owner to do what they
 25 want, then we start getting into problems.

1 the same thing we're trying to accomplish here.
 2 You know, the residents are here.
 3 MS. MENENDEZ: Oh, wait. That's
 4 interesting. That's interesting. I didn't
 5 realize that.
 6 CHAIRMAN AIZENSTAT: Neither did I.
 7 MS. MENENDEZ: That area there --
 8 MR. CABARROCAS: All this here, was here in
 9 I think the '70s.
 10 MS. MENENDEZ: Who owns that?
 11 MR. CABARROCAS: Each slip is deeded to a
 12 house in Hammock Oaks.
 13 MS. MENENDEZ: So you're just repeating
 14 what's already existing on the other side?
 15 MS. RUSSO: Exactly.
 16 CHAIRMAN AIZENSTAT: I didn't know that,
 17 either.
 18 MS. RUSSO: Exactly.
 19 MS. MENENDEZ: That's a good point. I
 20 didn't realize that. So what you're doing is
 21 replicating what already exists. So those
 22 docks are tied to the homes on Marin Street?
 23 MS. RUSSO: Correct.
 24 MS. VELEZ: And are they deeded?
 25 MS. RUSSO: They were deeded simultaneous.

1 MS. RUSSO: We could add that as a
 2 restriction, and it could be -- that one I
 3 think should be in the text amendment.
 4 MR. TRIAS: Yes.
 5 MS. RUSSO: As well as in the condominium docs.
 6 CHAIRMAN AIZENSTAT: And then the other
 7 note that I have, do you have any type of a
 8 hurricane plan or some kind of procedure that
 9 has to be done by the owner once a warning is
 10 issued or so forth? Because you've got homes
 11 that are directly there, and if you've got an
 12 owner that's got a dock space, and he's out of
 13 town or whatever, who handles that? You know,
 14 when it's an owner that has their boat at their
 15 home right in front, it's their responsibility.
 16 How would you handle something like that?
 17 MR. CABARROCAS: We really haven't
 18 discussed it. I would imagine it would be the
 19 same that any other person who has a slip
 20 across the basin. You know, it's a matter of
 21 securing your boat.
 22 CHAIRMAN AIZENSTAT: But that's their own
 23 home. This is off --
 24 MR. CABARROCAS: You know, these homes
 25 here -- you know, all of these slips here are

1 So when you look in the tax roll, it will say,
 2 Lot 2 and lot 2-A.
 3 CHAIRMAN AIZENSTAT: Got it.
 4 MS. MENENDEZ: And how do you access-- I'm
 5 sorry to interrupt you, Ms. Russo. How do
 6 you --
 7 MR. CABARROCAS: There is a narrow strip
 8 right here.
 9 MS. RUSSO: There's a tract, an unplatted
 10 -- it's a Tract Z which allows --
 11 MR. CABARROCAS: And there's also a sliver
 12 of land. And you keep saying, we have a sliver
 13 of land. They have the same sliver of land
 14 there. We're literally, mirroring what they
 15 have.
 16 MS. MENENDEZ: Right. And that part there,
 17 the one north -- it's really the one east,
 18 because you need to go like this, right? Is it
 19 like that? No.
 20 MS. RUSSO: North is this way. So east is
 21 that way. North is that way.
 22 MS. MENENDEZ: Okay. So that area that's
 23 to the south, that's the protective land; isn't
 24 it or what's that? That's Matheson Hammocks?
 25 MS. RUSSO: No.

1 MS. MENENDEZ: Where is Matheson Hammocks?
 2 MR. CABARROCAS: It's over here.
 3 MS. RUSSO: We have a bigger aerial to show
 4 you.
 5 MS. MENENDEZ: Okay. I'd like the bigger
 6 aerial, because I have questions concerning --
 7 MS. RUSSO: To answer your question about a
 8 hurricane, in the condominium docs, so you
 9 know, Lynn Lewis has drafted the proposed
 10 declaration of condominium, she addresses, "In
 11 the event a hurricane or high velocity wind
 12 watch or warning is issued by the United States
 13 Weather Service, and the Hammock Oaks Harbor
 14 Property Owners Association, the HOA, requires
 15 all vessels be removed from Hammock Oaks
 16 Harbor, each dock owner or user of a boat slip
 17 is required forthwith to remove its craft from
 18 the condominium property in accordance with the
 19 directive of the HOA. Should a dock owner fail
 20 to do so, the association or its agents may do
 21 so, without notice and without liability, to
 22 the dock owner for damage -- for trespass,
 23 damages or other claims of any kind and to
 24 charge the cost incurred by the association to
 25 the dock owner as an assessment to be paid upon

1 -- it's got an arch on it, but you're not going
 2 to get any sports fish, anything with a
 3 tower --
 4 MS. MENENDEZ: So that's what I was going
 5 to ask you. So what are the sizes of the boats
 6 we're looking at?
 7 MR. CABARROCAS: The boats here we're
 8 looking at, most of them obviously are going to
 9 be the open fisherman, the T-Top. There's room
 10 for a little driving station on top, but that's
 11 really the market here.
 12 MS. MENENDEZ: So what are we looking at
 13 length wise? I know your slips are 45.
 14 MR. CABARROCAS: 45s to a 40-feet.
 15 MS. MENENDEZ: 40? And the beam?
 16 CHAIRMAN AIZENSTAT: That's tight.
 17 MS. MENENDEZ: And the beam?
 18 MR. CABARROCAS: The beam, an average boat
 19 is about 10, but the beam is not really the
 20 situation here. There's plenty of room, but --
 21 MS. MENENDEZ: There's plenty of room.
 22 Let me ask you, that canal, what's the
 23 width of the canal? I call it a canal, but
 24 it's just like a waterway.
 25 MS. RUSSO: Oh, wait. Hold on. I think it

1 presentation for the bill thereof. The
 2 association has all rights and remedies as
 3 provided in this declaration or the bylaws
 4 against such dock owner for failure to remove
 5 the vessel."
 6 So that could be put in a restrictive
 7 covenant, as well, or I don't know --
 8 MS. MENENDEZ: That's the right way to do
 9 it, because having seen what happens in these
 10 marinas in a hurricane --
 11 MS. RUSSO: Right. Right.
 12 MS. MENENDEZ: So you see -- okay, so I'm
 13 right. So that land that's to the northeast is
 14 part of Matheson Hammocks.
 15 MS. RUSSO: This?
 16 MS. MENENDEZ: Yes.
 17 MR. CABARROCAS: Matheson Hammocks channel
 18 that goes out, but you can see it over here.
 19 This is the channel. It's a small -- this is
 20 Matheson Hammocks right here.
 21 MS. MENENDEZ: Right. Is there a bridge
 22 there?
 23 MR. CABARROCAS: Yes.
 24 MS. MENENDEZ: How high is that bridge?
 25 MR. CABARROCAS: I think it's like sixteen

1 might be in one of the DERM --
 2 MS. MENENDEZ: Is it enough for two boats
 3 to navigate?
 4 MS. RUSSO: Yeah. It meets the -- DERM
 5 looks at that, in terms of --
 6 MS. MENENDEZ: That's true. And so does
 7 Zoning, I think.
 8 MS. RUSSO: I saw it. I'd give you the
 9 wrong number if I did it from memory, but
 10 that's one of the things DERM looks at when
 11 they do their original -- do you see how this
 12 doesn't work here --
 13 MS. MENENDEZ: So you all are repeating
 14 what's on the other side.
 15 MS. RUSSO: Correct, except they have a
 16 voluntary homeowners association. When that
 17 was originally done in 1976, it was done
 18 without an HOA, without any rules, without any
 19 regulations. It was just deeded as part of the
 20 lot. Their access is through Tract Z. So
 21 Tract Z is reserved solely for the owners of
 22 those docks.
 23 MS. MENENDEZ: I'm sorry to interrupt you.
 24 Did the City approve that dock?
 25 MS. RUSSO: In 1976, they signed -- it was

1 part of the plat.
 2 MR. TRIAS: That was the County.
 3 MR. RUSSO: Hammock Oaks Three which was
 4 platted in 1976. So the City had to sign off
 5 on it. So that big triangular piece, if you
 6 can hold it up -- so Hammock Oaks, all three
 7 sections, has 153 properties. Everybody's
 8 given numbers. I know, because I've got the
 9 labels. Within a thousand feet is 48. Beyond
 10 the thousand feet is 105.
 11 So when Hammock Oaks was subdivided, on
 12 Section Two, it included this and it included
 13 this plat and included this lake. When Section
 14 Three was platted, it included this triangular
 15 piece and another piece that is not waterfront,
 16 and they gave those non-waterfront lots, the
 17 docks that you see.
 18 MS. MENENDEZ: Ms. Russo -- I had a
 19 question and it just slipped my mind right now.
 20 I'll come back to it.
 21 CHAIRMAN AIZENSTAT: We'll come back to it.
 22 MS. RUSSO: Okay.
 23 CHAIRMAN AIZENSTAT: Maria.
 24 MS. VELEZ: I have a question. That area
 25 where the waterway comes into Lake B, and

1 there be a minimum, except in the --
 2 MR. TRIAS: 75 feet applies here, 75 feet
 3 of clear navigable waterway.
 4 MS. RUSSO: -- except in the Granada
 5 waterway.
 6 MS. VELEZ: Well, here you would have one
 7 horizontal --
 8 MS. RUSSO: They made it narrower in the
 9 Granada waterway.
 10 MS. VELEZ: -- dock and one vertical dock
 11 and I see that that last dock of the existing
 12 is pretty far out.
 13 MS. RUSSO: Yeah, but here -- our piece
 14 ends here. So even if that -- the two boats --
 15 if you look at -- you can take it closer so you
 16 can see, but if you look at it, obviously the
 17 length of our dock limits the size of the boat
 18 that you can have.
 19 MS. VELEZ: All right. Thank you.
 20 CHAIRMAN AIZENSTAT: Julio?
 21 MS. RUSSO: Here we go. In the DERM
 22 documents put in by Dock and Marine, it says,
 23 "Nearest opposing shoreline is 200 feet bank to
 24 bank. Structured myriad allows for 150 foot
 25 clear minimum." Allowed by Code is 75 feet.

1 assuming we have your eight docks at the bottom
 2 and then we've got the nine over there, how
 3 wide is that opening? You know, following what
 4 Maria was talking about, I see where the
 5 waterway is a little wider, but that particular
 6 opening there, when you're going to have a boat
 7 turning out, a boat turning in, is that going
 8 to be an issue?
 9 MS. RUSSO: It isn't. It meets the
 10 requirements. I'm trying to find it, because I
 11 know that DERM looked at it, in terms of it,
 12 and the Waterway Advisory Board that we
 13 appeared before also looked at it and said that
 14 it easily met the minimum requirements that the
 15 City has, which used to be 75 feet.
 16 MR. TRIAS: But that's when you have two
 17 docks. That's different. That's a different
 18 thing.
 19 MS. RUSSO: Right. Well, when you have two
 20 docks, it's 75 feet.
 21 MR. TRIAS: Right.
 22 MS. RUSSO: So this is even greater,
 23 because you don't have a dock. So when you
 24 have two docks that are parallel to each other
 25 across the waterway, there's a requirement that

1 So to answer your question, Ms. Velez,
 2 it's, bank to bank structure is 150-foot clear.
 3 CHAIRMAN AIZENSTAT: Okay.
 4 MS. MENENDEZ: Oh, now I remembered, if I
 5 may.
 6 CHAIRMAN AIZENSTAT: Yes, go ahead.
 7 MS. MENENDEZ: Thank you.
 8 The roving patrol, which is the one that's
 9 going to be enforcing all of the different
 10 quality of life issues in the area, is it one
 11 that's already on board and just going to
 12 extend the duties or are you going to get
 13 someone exclusively for the dock area?
 14 MR. CABARROCAS: It's a separate contract,
 15 but it's the same company that is servicing the
 16 gate, the guard house today.
 17 MS. MENENDEZ: Okay. Good.
 18 MR. CABARROCAS: And they're just
 19 supplementing a roving patrol, once a day, that
 20 will come into our property, verify that all of
 21 the vehicles and boats have the decal sticker.
 22 If they do not have a decal sticker, they will
 23 contact the person we put in charge of the
 24 association to let them know, so a warning can
 25 be issued, so that the boat or car is removed.

1 MS. MENENDEZ: And they're going to enforce
 2 the parking outside the gate, in case it
 3 happens?
 4 MR. CABARROCAS: Exactly.
 5 MS. MENENDEZ: Okay.
 6 MS. VELEZ: I had another concern. How are
 7 you going to enforce the no fish cleaning,
 8 because that was one of my concerns?
 9 MS. RUSSO: The no fish cleaning?
 10 MS. VELEZ: Yes. I've been at other
 11 marinas, and as soon as you come in with your
 12 boat, the first thing you do is, your captain
 13 goes and takes the fish and cleans your fish.
 14 MR. CABARROCAS: Yeah, we're going to have
 15 here eight owners --
 16 MS. RUSSO: You being one of them.
 17 MR. CABARROCAS: Yes. They're residents of
 18 Hammock Oaks, and, you know, obviously we're
 19 not going to put a fish cleaning table, which
 20 is the main deterrent, but, you know, it's a
 21 rule. We're going to have cameras in the
 22 property. We're going to have cameras in the
 23 entrance. So if anything occurs where we see
 24 debris or anything, it's very easy to verify,
 25 you know, who did it and enforce it that way.

1 owner after this is submitted to condo --
 2 MS. RUSSO: Well, he will own one of --
 3 he's going to retain -- you know how the
 4 developer -- the developer is the one that
 5 sells the unit. So he will sell, you know,
 6 assuming and hopefully after all of this, there
 7 will be people who will want to buy seven of
 8 the eight units, and there will be a turnover,
 9 but he, himself, will be restricted. He will
 10 be able to own it, but at the point he goes to
 11 sell, he will be bound by the same restriction
 12 that everyone is bound.
 13 So he can't sell it to a family member,
 14 unless they happen to be living in a house in
 15 Gables Estates. So as the developer, he keeps
 16 one. And at the point he gives it up, he gives
 17 it up under the same conditions as everyone
 18 else.
 19 MR. COLLER: But the way you have the
 20 regulation, though, set up, the minute it gets
 21 adopted, he's in violation; isn't he?
 22 MS. RUSSO: He's a property owner. Unless
 23 I change -- I will have to reword --
 24 MR. COLLER: See, well, the problem is, the
 25 reason you had talked about it was, you had --

1 MS. VELEZ: And my other concern, which you
 2 have addressed, is the tying the ownership of
 3 the dock to ownership of a habitable lot in the
 4 area, sort of as limited common element type.
 5 MS. RUSSO: Right.
 6 MS. VELEZ: You can't have a parking space
 7 in a condominium building if you don't own a
 8 condo unit. So the same thing here.
 9 MS. RUSSO: Right. Yes.
 10 MR. TRIAS: It is problematic, though, that
 11 the developer is not going to follow that rule.
 12 MS. RUSSO: No, it will be for one dock,
 13 and then as with all condominium property, the
 14 successor owner -- so when he sells his unit,
 15 he then is bound by the same restriction, but
 16 as the developer of it --
 17 MR. TRIAS: The way that you wrote the Site
 18 Specifics, it says, "Boat slips shall be only
 19 for the use of Hammock Oaks Harbor property
 20 owners."
 21 MS. RUSSO: Well, he's a property owner.
 22 So we have to make the revision to that,
 23 because the way it was worded, he is a property
 24 owner. He owns all of Tract E.
 25 MS. VELEZ: But he won't be a property

1 property owner is fine. The minute you change
 2 it to a property owner with a home, it just
 3 doesn't work, and we can't put in a regulation
 4 in an Ordinance, it's a property owner, except
 5 this person, in the Code.
 6 So I think you have to make a decision how
 7 it's going to be worded, and we can look at it
 8 to see how it works, but I think it becomes
 9 problematic if you change property owner --
 10 well, first of all, how many vacant parcels are
 11 there in Hammocks Lake? Are we really talking
 12 about an issue?
 13 MS. RUSSO: Do you know? I mean, we can
 14 probably find out. I mean, I'm sure I can get
 15 you that, but --
 16 MR. COLLER: And I'm not even sure --
 17 MR. CABARROCAS: I don't think there's any.
 18 MS. RUSSO: There may not be any.
 19 MR. COLLER: So, really, leaving it as
 20 property owners is probably going to be the
 21 easiest way to it. I don't see how you can do
 22 it --
 23 MS. RUSSO: Okay. We're being told, so I
 24 don't want to misrepresent -- one of the
 25 residents is saying there's at least one, but

1 we can get you that answer. I mean, that's
 2 easy enough to look up, since there's only 153.
 3 You can easily look that up on the Dade County
 4 website.
 5 MR. COLLER: Right. Well, the issue is, if
 6 you do it as property owners, it works out. If
 7 you say property owners --
 8 MS. RUSSO: I would then suggest we keep it
 9 as property owner. If there's only one vacant
 10 site -- if they had -- if this were an
 11 undeveloped neighborhood that had a bunch of
 12 vacant sites, then I would say, yes, you want
 13 to be worried about people owning it, but if
 14 there's only one or two vacant properties, then
 15 I think property owner is protection, because
 16 the subdivision has been fully developed.
 17 CHAIRMAN AIZENSTAT: For me, a parcel of
 18 land, even if it's not developed, has the same
 19 rights to Hammock Oaks as a parcel of land that
 20 has a home on it. He pays the City taxes. He
 21 pays State taxes. He pays School taxes. So,
 22 to me, a parcel of land that's not developed
 23 should not be excluded. He's still an owner.
 24 This is only me. He's still an owner there.
 25 MR. TRIAS: Mr. Chairman, as long as it's a

1 CHAIRMAN AIZENSTAT: But he doesn't own a
 2 home. He just owns it as condominium.
 3 MR. COLLER: Well, he also -- well, does he
 4 own property --
 5 MS. VELEZ: After he sells --
 6 MS. MENENDEZ: But it says property --
 7 MS. RUSSO: An undivided interest in the
 8 whole -- remember, in a condominium --
 9 MS. VELEZ: But after he sells seven docks,
 10 the only ownership interest he will have will
 11 be in his unit, his dock.
 12 MS. MENENDEZ: Right.
 13 MS. RUSSO: Well, and his undivided
 14 interest, because realize every owner will have
 15 an undivided interest --
 16 MS. VELEZ: In the common elements.
 17 MR. RUSSO: -- in the common area.
 18 MS. MENENDEZ: In the common area. And I
 19 would assume you're going to collect some type
 20 of fee?
 21 MS. RUSSO: Maintenance fee? Oh,
 22 absolutely. Absolutely.
 23 MS. MENENDEZ: You know, you're going to be
 24 managing that or is someone else going to be --
 25 someone has to manage that to maintain that

1 buildable lot.
 2 CHAIRMAN AIZENSTAT: As long as it's a
 3 buildable lot, correct.
 4 Now, what I see that your owner has is, he
 5 owns a piece of land. Once he goes away and
 6 does a condominium, he now only owns that one
 7 slip, and in my eyes, you're going against what
 8 you're saying, that every owner has to be a
 9 Hammock Oaks owner.
 10 And I don't know the rest of my Board or
 11 their position --
 12 MS. MENENDEZ: But is he selling them all
 13 or is he leasing them?
 14 CHAIRMAN AIZENSTAT: He's keeping one.
 15 MS. MENENDEZ: Are you going to lease also?
 16 MR. CABARROCAS: No. The plan is to sell
 17 them.
 18 MS. MENENDEZ: To sell each one?
 19 CHAIRMAN AIZENSTAT: Except one.
 20 MS. MENENDEZ: But, I mean, he's the owner
 21 of the tract of land.
 22 CHAIRMAN AIZENSTAT: I understand that,
 23 but --
 24 MS. MENENDEZ: And he's going to continue
 25 being an owner when he keeps one slip.

1 whole tract, and you're not really -- are you
 2 giving up only the slips to the dock -- you
 3 know, to that dock or are you giving up the
 4 parcels to the south, which is kind of like a
 5 roadway, no?
 6 MS. RUSSO: Right. It's the access, vehicle --
 7 MS. MENENDEZ: There's an access point, and
 8 then you have an access to the dock. So are
 9 you just giving up -- and it depends how you
 10 write it up, right? So are you just giving up
 11 the dock slips and then everything else is
 12 common and owned by him and then he --
 13 CHAIRMAN AIZENSTAT: It's a common element.
 14 MS. MENENDEZ: Is it a common element?
 15 But --
 16 MS. RUSSO: It would be a limited common
 17 element, because right now the dock slips are
 18 in the water, but realize part of the legal
 19 description of this tract is the lake. So each
 20 unit has a little bit of the, you know,
 21 underlying lake, but then everyone has -- so
 22 eight -- and do the math -- everyone has a
 23 percentage, a one-eighth percentage, in the
 24 rest of the whole.
 25 So everyone else is an owner equally in the

1 upland and the common elements.
 2 MR. TRIAS: But Mr. Cabarrocas is not an
 3 owner of a buildable lot. He may be in the
 4 future, but certainly not at this point, right?
 5 And that to me is the distinction.
 6 MS. VELEZ: Right. And we have been
 7 talking about tying ownership of the slips to
 8 ownership of a lot. So we don't have that if
 9 you retain one of the slips.
 10 CHAIRMAN AIZENSTAT: Would you like to
 11 defer this issue and consider it? Would you
 12 like --
 13 MR. CABARROCAS: I mean, we're going
 14 forward with the project whether --
 15 MS. RUSSO: Whether he gets to keep it or
 16 not. He may end up not being --
 17 MS. MENENDEZ: Right.
 18 MR. CABARROCAS: If it becomes a major
 19 issue, then, you know, that decision will be
 20 made. If there's a way of doing it, where I
 21 still am the property owner of the parcel, but,
 22 you know, I rather get the deal done, move the
 23 project forward.
 24 MS. VELEZ: And how do we get around the
 25 buildable site?

1 When you leave that canal, the fueling station
 2 is right there for Matheson Hammocks.
 3 MR. GRABIEL: I agree with that.
 4 MS. MENENDEZ: You know, to come in with a
 5 fuel truck -- and I know they're very high tech
 6 now, but I just --
 7 MS. VELEZ: And in a cul-de-sac,
 8 maneuvering a fuel truck in a cul-de-sac is not
 9 an easy thing.
 10 MS. MENENDEZ: Right. And then it's a one
 11 way type road, and then, you know -- no, I just
 12 don't think it's going to work there. It's
 13 going to cause more problems than anything. I
 14 wouldn't suggest you move forward with that
 15 item, but then we'll have to hear from the
 16 other Board Members.
 17 CHAIRMAN AIZENSTAT: Anybody want to make a
 18 motion?
 19 MS. MENENDEZ: I'll make the motion that we
 20 approve, subject to the ownership matter being
 21 resolved.
 22 MR. TRIAS: Keep in mind, there's the
 23 conditional use and there's the Site Specifics.
 24 CHAIRMAN AIZENSTAT: We understand.
 25 MR. COLLIER: So that we have to take up the

1 MR. TRIAS: Well, you can make a
 2 recommendation to the Commission, whatever you
 3 think is the best language.
 4 MS. RUSSO: So this could be a buildable
 5 site, just not for a single-family house. Even
 6 if it meets the frontage requirement, it
 7 doesn't --
 8 MR. TRIAS: The issue of the buildable site
 9 was raised prior to that, and that applies to
 10 building a house.
 11 MS. MENENDEZ: That's what I was going to
 12 say. That applies to building a house.
 13 MS. RUSSO: Yeah. Correct.
 14 MS. MENENDEZ: Because here, under Article
 15 5, Development Standards, there's Division 25,
 16 that's called Private Yacht Basin, that sets
 17 forth the ability to build a private yacht
 18 basin on a single-family zone lot.
 19 MR. TRIAS: As a conditional use.
 20 MS. MENENDEZ: As a conditional use and
 21 then it sets forth all of these conditions.
 22 The one condition that I do not particularly
 23 care for is the fueling.
 24 You have Matheson Hammock -- when you leave
 25 that -- I'm sure you're familiar with the area.

1 two items separately, but we can have the
 2 conditions in both. I mean, it's belts and
 3 suspenders. I don't know -- Ramon, do you feel
 4 that the conditions should match both, in the
 5 Site Specifics and the Conditional Use?
 6 MR. TRIAS: Yes. And I think that -- at
 7 this point, I think it's clear that we need to
 8 work a little bit on some of the conditions.
 9 So if you can make some recommendations. You
 10 don't necessarily have to have the final
 11 language. You could make recommendations and
 12 perhaps we can finalize it prior to the
 13 Commission.
 14 CHAIRMAN AIZENSTAT: Maria.
 15 MS. MENENDEZ: Okay. So the first one is
 16 the Ordinance that basically calls for Text
 17 Amendments governing the use of the proposed
 18 private yacht basin facility.
 19 So, in this area -- I mean, the condition
 20 that I have primarily is the ownership matter
 21 that has to be resolved and the fueling.
 22 MR. COLLIER: And I think there was a
 23 prohibition for having lifts.
 24 CHAIRMAN AIZENSTAT: Prohibition for having
 25 lifts.

1 MS. MENENDEZ: And prohibition for any
 2 lifts.
 3 MS. VELEZ: Leasing.
 4 CHAIRMAN AIZENSTAT: Leasing.
 5 MS. MENENDEZ: You should try to keep it
 6 consistent with what's happening across from
 7 you, on the other side, that was approved,
 8 would be my recommendation.
 9 But I don't know, if anybody has
 10 conditions, throw them in, because I haven't
 11 really thought of all of the conditions, if
 12 there's any more.
 13 CHAIRMAN AIZENSTAT: I would not be
 14 favorable to letting them -- you know, putting
 15 it in someone's hand to resolve the form of
 16 ownership.
 17 MS. MENENDEZ: Okay.
 18 CHAIRMAN AIZENSTAT: To me, it's either you
 19 have a restriction to where you have to own a
 20 parcel of land, which I don't mind, which is a
 21 buildable parcel of land or a home to own a
 22 unit or you don't.
 23 MS. MENENDEZ: Okay.
 24 CHAIRMAN AIZENSTAT: And I understand --
 25 it's no disrespect to the developer, and I

1 CHAIRMAN AIZENSTAT: And no leasing of that
 2 specific --
 3 MR. GRABIEL: Of any of the slips.
 4 CHAIRMAN AIZENSTAT: Of any of the slips.
 5 MS. VELEZ: By the owners.
 6 MS. MENENDEZ: Regardless of ownership?
 7 CHAIRMAN AIZENSTAT: Let me just elaborate.
 8 If a home is leased to Individual A and that
 9 home owns that dock, I am okay with that
 10 individual that's living there leasing that
 11 home putting his boat in that dock.
 12 MS. VELEZ: What happens if that person who
 13 leases the home doesn't have a boat, but you,
 14 as the owner, want to continue keeping your
 15 boat there?
 16 CHAIRMAN AIZENSTAT: That's a good point.
 17 MS. RUSSO: But are you leasing your dock?
 18 You're not, because you're leasing your home,
 19 but you're not leasing the dock.
 20 CHAIRMAN AIZENSTAT: I think it should run
 21 together.
 22 MS. RUSSO: The issue is whether you allow
 23 people, other boats that aren't --
 24 MS. VELEZ: Right. But what I'm saying is,
 25 I lease my home, but my tenant doesn't care for

1 understand when you form condominiums, it's
 2 very typical, it's the way it's done, but I
 3 think, in this specific case, if you're putting
 4 a restriction running with the land, you know,
 5 and with the covenant, then I think that the
 6 developer should abide by it, at the bare
 7 minimum. That's only my opinion.
 8 MS. MENENDEZ: Okay. Is that your
 9 condition?
 10 CHAIRMAN AIZENSTAT: Yeah, that's a
 11 condition that I would have to put there.
 12 MS. RUSSO: So that's the second. I'm
 13 keeping track. So we have no lifts or any type
 14 of motorized --
 15 MS. MENENDEZ: No fuel dispensing.
 16 MS. RUSSO: No fuel dispensing, and now
 17 ownership is with --
 18 MS. VELEZ: Tied to a buildable lot.
 19 CHAIRMAN AIZENSTAT: To a buildable lot.
 20 Yeah, I don't mind it being an empty lot, but
 21 it has to be a real lot, a buildable lot.
 22 MS. VELEZ: Within Hammock Oaks.
 23 MS. RUSSO: Yes, within Hammock Oaks. So
 24 it's adding the buildable parcel with the
 25 Hammock Oaks Subdivision.

1 a boat, but I have my boat there. So I can
 2 continue to use my boat and keep my boat there.
 3 I am still a property owner.
 4 CHAIRMAN AIZENSTAT: Right. For me, it
 5 should go one way only. You lease the home.
 6 That person has the exclusive use of the dock.
 7 If they don't use it, the owner can't use it.
 8 MS. VELEZ: But the dock is separate and it
 9 will have a separate folio number from the
 10 home.
 11 CHAIRMAN AIZENSTAT: But can't you put that
 12 in a covenant, a deed restriction.
 13 MS. VELEZ: IT will be totally separate.
 14 CHAIRMAN AIZENSTAT: It can be put in a
 15 deed restriction.
 16 MS. MENENDEZ: But what is the objective,
 17 though? I mean, what are you trying to
 18 achieve?
 19 CHAIRMAN AIZENSTAT: To have more people
 20 coming back and forth to that specific --
 21 MS. MENENDEZ: I see.
 22 MS. VELEZ: Right. Because if I'm the
 23 property owner of the house, but I'm not living
 24 in the house, I will need to bring a car into
 25 the subdivision to have access.

1 MS. MENENDEZ: I see.
 2 CHAIRMAN AIZENSTAT: You're already
 3 creating more traffic.
 4 MS. MENENDEZ: I see. Okay.
 5 MS. ANDERSON: It's like adding a homestead
 6 requirement on there. If you live in the home,
 7 you qualify for homestead, so therefore you get
 8 to own one of those dock slips.
 9 CHAIRMAN AIZENSTAT: Yeah, you know, I
 10 don't know how to write it up, but my point
 11 is --
 12 MS. RUSSO: I can write it out. What
 13 you're saying is, if you lease the house,
 14 either that lessee is going to use the dock or
 15 he's not, but nobody else can.
 16 CHAIRMAN AIZENSTAT: Not even the owner.
 17 MS. RUSSO: So that would be the only time
 18 a, quote, tenant, would be allowed to use the
 19 dock, is if he were the tenant of the house, as
 20 well. Even the owner cannot continue to use
 21 it.
 22 CHAIRMAN AIZENSTAT: Correct.
 23 MS. RUSSO: Got it.
 24 MR. COLLER: So I have one question with
 25 regard to that. So if a property owner that

1 difficult thing to enforce for the City. I
 2 think that's the problem.
 3 MR. TRIAS: Mr. Attorney, I was going to
 4 ask you, how do you propose to enforce it?
 5 MS. COLLER: Yes, that's problematic.
 6 MS. RUSSO: You're going to have decals.
 7 So either have the decal or --
 8 MS. MENENDEZ: No, the objective is, from
 9 what I understand, and I think it's a very good
 10 objective, is, you know, eliminating or
 11 minimizing the cars coming in.
 12 CHAIRMAN AIZENSTAT: Traffic.
 13 MS. MENENDEZ: You know, because if you
 14 don't live there, then likely you have to come
 15 in a car.
 16 MR. COLLER: So if you're a resident --
 17 MS. MENENDEZ: To enforce it, that's a good
 18 question, but --
 19 MR. COLLER: If you're a resident of
 20 Hammock Oaks, you have a driver's license with
 21 your address on it. So you are a resident. So
 22 I don't think you're prohibiting somebody
 23 that -- and this would be a way to enforce it,
 24 if somebody is there with a boat, they'd say,
 25 let's --

1 lives in Hammock Oaks wants to lease the spot
 2 to another property owner in Hammock Oaks, who
 3 resides in it, are we not permitting that
 4 either?
 5 MS. MENENDEZ: From what I'm hearing is,
 6 you probably would permit it, because he lives
 7 in the area.
 8 MS. RUSSO: And he's coming in. He already
 9 lives there.
 10 MR. COLLER: Because the way the condition
 11 reads right now, and I know we're going to
 12 tweak it, it says that you can lease it to
 13 somebody who is a Hammock Oaks --
 14 MS. RUSSO: Who's living there.
 15 CHAIRMAN AIZENSTAT: I'm okay if he's an
 16 owner there that doesn't have a dock slip.
 17 MS. MENENDEZ: Because it meets your
 18 objective.
 19 CHAIRMAN AIZENSTAT: Yes.
 20 MS. RUSSO: We could make that, leasing
 21 only to someone who is residing. In other
 22 words -- because you could own the property and
 23 have it leased to someone else, and want to
 24 lease -- do you see what I'm saying?
 25 MR. COLLER: It's going to be a very

1 CHAIRMAN AIZENSTAT: Ramon, let me ask you
 2 a question.
 3 MR. TRIAS: Yes.
 4 CHAIRMAN AIZENSTAT: How do you enforce all
 5 of this?
 6 MS. MENENDEZ: Code Enforcement.
 7 MR. TRIAS: I would assume that a neighbor
 8 would make a complaint to Code Enforcement, and
 9 then Code Enforcement would go there and ask
 10 the questions, are you a resident, are you --
 11 MR. COLLER: Right.
 12 MS. MENENDEZ: No, I think you could
 13 formalize it a little by having the guard
 14 person, the roving patrol, have a list of
 15 owners or people that are -- the eight people
 16 that are supposed to have slips there.
 17 MR. TRIAS: Yeah. And that would be the
 18 private enforcement. I was speaking more in
 19 terms of a City enforcement.
 20 MS. MENENDEZ: No, but you can come in and
 21 ask for that list. I mean, you can basically
 22 say, can I see the list of the owners for the
 23 slips, for enforcement purposes.
 24 MR. TRIAS: Sure.
 25 MS. RUSSO: I mean, you know, Code

1 Enforcement also knows how to use the
 2 Miami-Dade County site. You can pull up the
 3 ownership in two minutes on your phone. So
 4 they know. They're good at doing that.
 5 MS. MENENDEZ: Yeah.
 6 CHAIRMAN AIZENSTAT: Okay. So your
 7 recommendation is with the conditions that we
 8 have set forth.
 9 MS. MENENDEZ: Set forth, yes. And she's
 10 written them down. If she wants to repeat
 11 that, please, for us.
 12 MS. RUSSO: I will repeat them. So we have
 13 no lifts or any motorized, and I'll find a word
 14 to be added to the dock.
 15 MR. TRIAS: Just follow the Code language,
 16 no davits --
 17 MS. MENENDEZ: No davits.
 18 MS. RUSSO: No davits, no lifts. I'll
 19 follow the Code language.
 20 CHAIRMAN AIZENSTAT: Let me just interject
 21 something. What about the pontoons that lift
 22 out of the water that bring the boats up?
 23 MS. RUSSO: Is that in the water?
 24 CHAIRMAN AIZENSTAT: That's motorized,
 25 also, though. It's in the water, but the idea

1 owning a buildable parcel of land within the
 2 Hammock Oaks subdivision.
 3 CHAIRMAN AIZENSTAT: Or an existing home.
 4 MS. RUSSO: Or an existing home, yeah. A
 5 buildable parcel or existing improved lot,
 6 okay.
 7 And then there will be no leasing of the
 8 dock unit separate from leasing the house that
 9 is tied to the unit.
 10 CHAIRMAN AIZENSTAT: Correct.
 11 MS. VELEZ: So all of these things are
 12 being put into the proposed Text Amendment?
 13 MS. RUSSO: Correct.
 14 CHAIRMAN AIZENSTAT: It's only our
 15 recommendation.
 16 MS. VELEZ: Because we need to remember,
 17 after the Declaration of Condominium goes into
 18 place, it can always be amended. So we need
 19 to --
 20 MS. RUSSO: Well, that's why it's going to
 21 be in the Text Amendment.
 22 MS. VELEZ: That's why it has to be in the
 23 text.
 24 CHAIRMAN AIZENSTAT: Right. It supersedes
 25 the condo docs.

1 is not to have the boats up. I mean, it's a
 2 marina where the boats stay in the water.
 3 MS. RUSSO: Yeah, the intent is not to have
 4 the boats --
 5 CHAIRMAN AIZENSTAT: Exactly.
 6 MS. MENENDEZ: It's to minimize the
 7 commercialized --
 8 MS. RUSSO: Right. It's to make it look
 9 like boats docked. Okay. So no lifts, and
 10 I'll follow that language --
 11 MR. TRIAS: Yes, follow the Code Language.
 12 It addresses most of those issues.
 13 MS. RUSSO: Okay. Then no fueling. So no
 14 fueling permitted. So whoever wants to fuel
 15 has to go to Matheson Hammocks.
 16 MS. MENENDEZ: Right there. You have to
 17 see it when you leave. It's right there.
 18 MS. VELEZ: You pass it.
 19 (Simultaneous speaking.)
 20 MS. RUSSO: Well, if you can afford a dock,
 21 you can afford that.
 22 MS. MENENDEZ: Exactly.
 23 MS. RUSSO: I'm just saying.
 24 Then we will make the ownership subject
 25 to -- the ownership of a dock will be tied to

1 MS. RUSSO: Right. And I will submit
 2 another clean version to Staff and the City
 3 Attorney for them to review the changes that we
 4 made to what's submitted, because this is now
 5 the revised conditions.
 6 CHAIRMAN AIZENSTAT: What other conditions
 7 do you have?
 8 MS. RUSSO: No lift, davits, et cetera as
 9 set forth in the Zoning Code, and I'll copy
 10 that language; no fueling permitted on site or
 11 from the street. So I'll clarify, it can't be
 12 from the street.
 13 MS. MENENDEZ: Or canal.
 14 MS. RUSSO: Or canal. So no fueling
 15 permitted either on site, canal or street, so
 16 we cover all --
 17 CHAIRMAN AIZENSTAT: And the sale of the
 18 home --
 19 MS. RUSSO: Ownership is subject to -- it
 20 is tied to a buildable parcel or an existing
 21 improved lot with a single-family home within
 22 Hammock Oaks subdivision, and no leasing of the
 23 dock separate from the house to which the dock
 24 is tied.
 25 CHAIRMAN AIZENSTAT: And if the home is

1 sold, the lot can't be retained and sold later.
 2 MS. RUSSO: Right, you have to sell the
 3 dock first.
 4 CHAIRMAN AIZENSTAT: Correct, or it goes
 5 with the home.
 6 MS. RUSSO: You have to sell the dock first
 7 and then you're just a property owner selling
 8 your house. If you sell the dock, you have to
 9 sell it first.
 10 MS. VELEZ: Or you can sell the dock with
 11 the lot, with your home.
 12 MS. RUSSO: Yeah, right.
 13 MS. VELEZ: You just cannot sell the home
 14 and retain ownership of the dock.
 15 CHAIRMAN AIZENSTAT: And keep the dock.
 16 MS. RUSSO: Unless you own two homes --
 17 MR. COLLER: Just so you're aware, by doing
 18 that condition you're prohibiting the leasing
 19 to another person in Hammock Oaks. If that's
 20 not your intent, we'll have to modify no
 21 leasing, except to property owners that live
 22 and have boats.
 23 CHAIRMAN AIZENSTAT: We'll work that out.
 24 MR. COLLER: We'll work that out, but your
 25 intent is to allow a property owner that owns

1 minimum, under the ADA, is five feet.
 2 CHAIRMAN AIZENSTAT: Based on DERM allowing
 3 it, because he may have to go back to DERM. If
 4 DERM says to him, you can't come out that much,
 5 they control it.
 6 MS. ANDERSON: Yeah.
 7 MS. RUSSO: Subject to DERM approval.
 8 MS. ANDERSON: Subject to DERM approval.
 9 Just note, for DERM, that it is a
 10 recommendation under the ADA.
 11 MR. COLLER: Do we have a width of the dock
 12 that we're saying? Is it --
 13 CHAIRMAN AIZENSTAT: ADA compliance.
 14 MS. RUSSO: Right now the dock is five
 15 feet.
 16 MR. COLLER: Well, that is technically ADA
 17 compliance, but they recommend a greater
 18 amount.
 19 MR. TRIAS: But that's what's allowed by
 20 Code.
 21 CHAIRMAN AIZENSTAT: Right. Don't go past
 22 what's allowed by Code.
 23 MR. TRIAS: That's right. You don't want
 24 to go beyond that.
 25 MS. MENENDEZ: The problem is, if you go

1 the dock to be able to at least lease to a
 2 property owner that lives in Hammock Oaks?
 3 Isn't that your intent?
 4 MS. RUSSO: Yes.
 5 MR. COLLER: So we'll have to modify the
 6 language to clarify that part.
 7 MS. RUSSO: Because that doesn't bring
 8 additional traffic, which is the concern.
 9 MS. VELEZ: Exactly.
 10 MS. MENENDEZ: The objective is the
 11 traffic.
 12 MS. RUSSO: Okay. I'll work on that and
 13 let Ramon and you massage it.
 14 MR. COLLER: Okay.
 15 CHAIRMAN AIZENSTAT: Any other condition?
 16 MS. ANDERSON: Right.
 17 CHAIRMAN AIZENSTAT: Well, let her put it
 18 in her motion.
 19 MS. MENENDEZ: Any other condition?
 20 MS. ANDERSON: The width of the dock. We
 21 spoke about going beyond the 60 inches to --
 22 what's your client willing to do?
 23 MS. RUSSO: Are you willing to increase the
 24 width of the actual dock, the long --
 25 MS. ANDERSON: The long strip, because the

1 wider than that, then you have go through --
 2 it's a Code variation.
 3 MR. TRIAS: 60 inches. I believe that's
 4 what she was saying, right? You were
 5 recommending 60 inches, which is five feet?
 6 MS. ANDERSON: It's a recommendation under
 7 the ADA, which is a Federal provision.
 8 MR. TRIAS: Five feet is the standard size
 9 for a dock.
 10 MS. RUSSO: It's 60 inches.
 11 MS. MENENDEZ: Try to see if you can do it.
 12 MS. ANDERSON: Right, but your ramp going
 13 up to the dock area are ten feet and then they
 14 narrow to five feet.
 15 MS. MENENDEZ: Let's go ahead and make it
 16 subject --
 17 MS. RUSSO: The access piers are wider.
 18 MS. ANDERSON: The access piers are wider,
 19 and the reason is because the minimum turning
 20 space for anybody that's using a wheelchair
 21 is -- the minimum is 60 inches, in a bathroom,
 22 anywhere.
 23 MS. MENENDEZ: Yeah. That's five feet.
 24 MS. ANDERSON: And here it's not a
 25 bathroom, it's a dock, where you have water on

1 the other side. So for safety concerns, that's
 2 why the ADA makes this recommendation that it
 3 be more than the 60 inches. So if it is
 4 permissible to go out further, whether it be
 5 four inches or twelve inches, that's my
 6 recommendation.
 7 CHAIRMAN AIZENSTAT: Just keeping it within
 8 Code and DERM approval.
 9 MS. MENENDEZ: Any other suggestions?
 10 CHAIRMAN AIZENSTAT: So we have a motion.
 11 Is there a second?
 12 MR. COLLER: So we're doing --
 13 MR. GRABIEL: I'll second it.
 14 MR. COLLER: Okay. So we have two votes.
 15 CHAIRMAN AIZENSTAT: The first one.
 16 MR. COLLER: The first one.
 17 MR. TRIAS: The first one is, let's say,
 18 the conditional use and those are the
 19 conditions for the conditional use. How about
 20 that?
 21 CHAIRMAN AIZENSTAT: And the other
 22 conditions --
 23 MR. COLLER: Okay. We'll do the
 24 conditional use first and then we copy those
 25 conditions into the Site Specifics.

1 MR. COLLER: No, that was E-4, because we
 2 took the conditional use first. Now we're
 3 going to go E-3, where all of the conditions
 4 that were put in E-4, we're going to put in
 5 E-3, so can we use the same person that made
 6 the motion and the seconder for this one?
 7 MS. MENENDEZ: I'll make the motion.
 8 MR. GRABIEL: I second it.
 9 CHAIRMAN AIZENSTAT: Any discussion?
 10 MS. ANDERSON: No.
 11 CHAIRMAN AIZENSTAT: Having heard none,
 12 call the roll, please.
 13 THE SECRETARY: Rhonda Anderson?
 14 MS. ANDERSON: Yes.
 15 THE SECRETARY: Julio Grabiel?
 16 MR. GRABIEL: Yes.
 17 THE SECRETARY: Maria Menendez?
 18 MS. MENENDEZ: Yes.
 19 THE SECRETARY: Maria Velez?
 20 MS. VELEZ: Yes.
 21 THE SECRETARY: Eibi Aizenstat?
 22 CHAIRMAN AIZENSTAT: Yes.
 23 Before we adjourn, Julio you wanted --
 24 MS. RUSSO: Thank you all very much.
 25 CHAIRMAN AIZENSTAT: Thank you very much.

1 CHAIRMAN AIZENSTAT: Yeah, exactly.
 2 MS. RUSSO: And I'll just add also all of
 3 the other conditions that I've proffered that
 4 are not amended by this.
 5 CHAIRMAN AIZENSTAT: And all of the other
 6 conditions that Staff recommended -- correct.
 7 Julio has a second.
 8 MR. GRABIEL: Yes.
 9 CHAIRMAN AIZENSTAT: Any discussion?
 10 MR. COLLER: This is on E-4. We're taking
 11 E-4 first.
 12 CHAIRMAN AIZENSTAT: One at a time, yes.
 13 We have a first, second, no discussion.
 14 Call the roll, please.
 15 THE SECRETARY: Maria Velez?
 16 MS. VELEZ: Yes.
 17 THE SECRETARY: Rhonda Anderson?
 18 MS. ANDERSON: Yes.
 19 THE SECRETARY: Julio Grabiel?
 20 MR. GRABIEL: Yes.
 21 THE SECRETARY: Maria Menendez?
 22 MS. MENENDEZ: Yes.
 23 THE SECRETARY: Eibi Aizenstat?
 24 CHAIRMAN AIZENSTAT: Yes.
 25 Now that was E-3 -- well, okay --

1 Good luck.
 2 Before you adjourn, Julio you wanted to say
 3 something?
 4 MR. GRABIEL: Yeah. I have a point of
 5 discussion. I just wanted to get my fellow
 6 member's opinions on it. As you know, one of
 7 my concerns in the City of Coral Gables is how
 8 parking garages are seen at night. And
 9 whenever there's been a project coming to this
 10 Board, we have requested that verbally, but I
 11 have noticed that the results have not been
 12 what I truly thought would happen, that no
 13 light and no noise would come from the parking
 14 garage to the outside.
 15 So if my fellow members are agreeable, I
 16 would like to ask Staff to come up with a
 17 verbal description of what is our intent on
 18 that, so that it can be included into the City
 19 Code.
 20 MS. MENENDEZ: Absolutely. I agree with
 21 Julio.
 22 MS. ANDERSON: I agree.
 23 CHAIRMAN AIZENSTAT: Yes.
 24 MS. VELEZ: Yes.
 25 MR. GRABIEL: Okay. That's it.