

<p style="text-align: right;">Page 89</p> <p>1 forward to the Commission with whatever</p> <p>2 recommendation comes from tonight, it will be</p> <p>3 the one that is printed in front of you right</p> <p>4 now with those changes.</p> <p>5 CHAIRMAN AIZENSTAT: Okay. Perfect.</p> <p>6 MR. WITHERS: So I will vote for denial.</p> <p>7 I'll make a motion to deny it, I guess.</p> <p>8 CHAIRMAN AIZENSTAT: So Chip is making a</p> <p>9 motion to deny as presented.</p> <p>10 MR. TORRE: I'll second it.</p> <p>11 CHAIRMAN AIZENSTAT: We have a second by</p> <p>12 Venny.</p> <p>13 Any discussion?</p> <p>14 Call the roll, please.</p> <p>15 THE SECRETARY: Luis Revuelta?</p> <p>16 MR. REVUELTA: Yes.</p> <p>17 THE SECRETARY: Venny Torre?</p> <p>18 MR. TORRE: Yes.</p> <p>19 THE SECRETARY: Chip Withers?</p> <p>20 MR. WITHERS: Yes.</p> <p>21 THE SECRETARY: Robert Behar?</p> <p>22 MR. BEHAR: Yes.</p> <p>23 THE SECRETARY: Claudia Miro?</p> <p>24 She stepped out.</p> <p>25 Eibi Aizenstat?</p>	<p style="text-align: right;">Page 90</p> <p>1 CHAIRMAN AIZENSTAT: Yes. Thank you.</p> <p>2 Next item on the agenda, please.</p> <p>3 MR. COLLIER: Item G-2, an Ordinance of the</p> <p>4 City Commission of Coral Gables, Florida</p> <p>5 providing for text amendments to the City of</p> <p>6 Coral Gables Official Zoning Code, Article 10,</p> <p>7 "Parking," Section 10-109, "Payment in Lieu and</p> <p>8 Remote Off-Street Parking," to clarify remote</p> <p>9 parking processes and fee structure, providing</p> <p>10 for severability, repeater, codification, and</p> <p>11 an effective date.</p> <p>12 Item G-2, public hearing.</p> <p>13 MS. GARCIA: Thank you.</p> <p>14 Jennifer Garcia, City Planner. I have a</p> <p>15 few slides that they should have. Perfect.</p> <p>16 And this is also in your Staff report, as well.</p> <p>17 So, right now, there are three ways to park</p> <p>18 cars. Option one is the way that we're most</p> <p>19 likely used to, that you park it on-site. You</p> <p>20 meet your minimum parking requirements on-site.</p> <p>21 Another option is the remote parking. So</p> <p>22 the remote parking is when you're parking all</p> <p>23 or an amount of parking -- amount of spaces</p> <p>24 remotely, within a thousand feet, okay.</p> <p>25 And then the third option you have is the</p>
<p style="text-align: right;">Page 91</p> <p>1 payment in lieu, and a payment in lieu is,</p> <p>2 you're paying out of the requirement, that you</p> <p>3 can pay out of your requirement as much as you</p> <p>4 want. Those are three options, as far as</p> <p>5 providing parking or meeting the parking</p> <p>6 requirements.</p> <p>7 So back when this was amended last, which</p> <p>8 was last year -- it was part of the Zoning Code</p> <p>9 update -- the intent was that there would be a</p> <p>10 fee associated with each remote parking space</p> <p>11 that you're remote parking. And, then, in</p> <p>12 addition to that fee, if you decide to pay out</p> <p>13 of the requirement, then you pay again, and</p> <p>14 that's, you're out of the requirement for life.</p> <p>15 Now, when that was drafted in the Zoning</p> <p>16 Code update, for whatever reason, it wasn't as</p> <p>17 clear as what the intent was. So now that</p> <p>18 we're starting to get more remote parking</p> <p>19 requests, we're looking at this and we're</p> <p>20 making some changes, according to what the</p> <p>21 intent originally was.</p> <p>22 So I have Kevin Kinney here, our Parking</p> <p>23 Director, for any questions.</p> <p>24 MR. KINNEY: Mostly to answer questions, I</p> <p>25 would say. I think Jennifer --</p>	<p style="text-align: right;">Page 92</p> <p>1 CHAIRMAN AIZENSTAT: Would you state your</p> <p>2 name and position?</p> <p>3 MR. KINNEY: Kevin Kinney. I'm the Parking</p> <p>4 Director for the City of Coral Gables.</p> <p>5 Just a minor couple of minor tweaks to what</p> <p>6 Jennifer said. Yes, is a payment in lieu,</p> <p>7 although we do not give applicants carte</p> <p>8 blanche on deciding how many spaces they can</p> <p>9 buy out of. That is something, in the City</p> <p>10 Code, once you go over 25 spaces. It does have</p> <p>11 to be reviewed, and if the system can't handle</p> <p>12 somebody buying out of a hundred parking</p> <p>13 spaces, it won't be allowed. So it is an</p> <p>14 option, but it has to work in the system.</p> <p>15 And since we had some conversation about</p> <p>16 Miracle Mile, I will just mention -- and</p> <p>17 Jennifer mentioned, also -- that we have</p> <p>18 prohibited development of parking on Miracle</p> <p>19 Mile, and one of the reasons we can do that</p> <p>20 comfortably is, within a hundred feet of</p> <p>21 Miracle Mile, I have 3,000 parking spaces</p> <p>22 available, and, currently, even at peak, we are</p> <p>23 not hitting 50 or 60 percent occupancy. So</p> <p>24 there is capacity there.</p> <p>25 We still review any request for remote</p>

<p style="text-align: right;">Page 93</p> <p>1 parking on the Mile, and like I said, the 2 amount you're allowed to buy has to be -- if 3 it's over 25 spaces, has to be reviewed, and we 4 have to be able to justify that the system can 5 manage whatever the request is. 6 MR. BEHAR: I have a question for Jennifer, 7 just a clarification. On the summary, on the 8 application summary, the second -- the Number 9 2, the second bullet point says, "Payment in 10 lieu of providing any parking, if paid per 11 space, in addition to the payment of 100 12 percent into the parking trust." 13 Does that mean that -- explain that to me. 14 I'm not sure. 15 MS. GARCIA: So this is -- the amendment is 16 to clarify the remote parking, right. So, 17 remote parking, now, as drafted, you'd be 18 paying a fee to remote park. So not only are 19 you finding the space and you're leasing it or 20 however -- you're making an agreement with your 21 neighbor to park the cars there or you say 22 you're parking the cars there, you're going to 23 be charged a fee for that per space. 24 So if you want to pay out of it as much as, 25 you know, Kevin feels comfortable that the City</p>	<p style="text-align: right;">Page 94</p> <p>1 can handle, as far as the payment in lieu, you 2 would pay again to be paid out of that system. 3 So you pay twice, to pay the payment in lieu, 4 as Kevin feels comfortable, as far as the City 5 can handle. 6 MR. KINNEY: And that's a fair 7 characterization. 8 I would classify it this way, typically 9 you're required to have remote parking, but the 10 issue is, what happens if, at some point, you 11 cannot end up paying the remote parking? Then 12 how does the City handle that situation, 13 because we're in a tough spot, and essentially 14 the stick is that, well, you either go find 15 alternative remote parking or you're going to 16 have to pay again. 17 Now, remember, especially when we're 18 talking about Miracle Mile, the amount being 19 paid for remote parking is a significantly 20 discounted number. It's \$5,500. Anybody who 21 is building anything right now knows that's a 22 steep, steep discount. 23 MR. REVUELTA: It's a good deal. 24 CHAIRMAN AIZENSTAT: Let me ask you 25 something, for Miracle Mile, it's 5,500.</p>
<p style="text-align: right;">Page 95</p> <p>1 Looking through here, in the Design and 2 Innovative District, how much is it? 3 MR. KINNEY: 10,000. That's surrounding 4 Shops at Merrick Park. And the reason it works 5 there is because the City has some control over 6 400 parking spaces in the development at 7 Shops -- 8 CHAIRMAN AIZENSTAT: And what about City 9 wide? 10 MR. KINNEY: It's 12,500, and that is 11 actually primarily where we're concerned about 12 the larger requests. Anything over 25 spaces, 13 we would want to review that, to make sure we 14 can make it work. 15 CHAIRMAN AIZENSTAT: Okay. Now, the City 16 is building a hub right now for parking, right, 17 in the area? What would you say it's costing 18 the City to build that versus this? 19 MR. KINNEY: That's probably not a good 20 example, because the Design -- 21 CHAIRMAN AIZENSTAT: Let's just answer the 22 question. 23 MR. KINNEY: The garage we're building at 24 the Public Safety Building, we're probably in 25 the 35 to \$40,000 a space.</p>	<p style="text-align: right;">Page 96</p> <p>1 CHAIRMAN AIZENSTAT: 35 to 40,000. We've 2 got some architects with us. How much does it 3 cost to build -- when you build, how much does 4 a parking space cost you? 5 MR. REVUELTA: I think it's in that range, 6 35 to 40. 7 CHAIRMAN AIZENSTAT: That range? 8 MR. BEHAR: Absolutely. 9 CHAIRMAN AIZENSTAT: Venny? 10 MR. TORRE: That's correct. 11 MR. REVUELTA: And if you're going into a 12 basement, it's even more. 13 CHAIRMAN AIZENSTAT: Okay. So why are our 14 fees so cheap? I understand -- 15 MR. KINNEY: Okay. No. No. There's 16 differences here. 17 CHAIRMAN AIZENSTAT: Okay. 18 MR. KINNEY: Now, if you're eliminating a 19 space from the City, it costs you 42,000. 20 MR. BEHAR: But that's on the right-of-way. 21 MR. KINNEY: That's in the right-of-way, 22 right. 23 CHAIRMAN AIZENSTAT: But that's not -- 24 MR. KINNEY: Well, but that's how we got to 25 that number. The reason the numbers are</p>

<p style="text-align: right;">Page 97</p> <p>1 different when we talk about requirements and</p> <p>2 the payment in lieu is, for example, at Village</p> <p>3 of Merrick Park, you are not only paying into</p> <p>4 the system \$10,000, but you have to pay monthly</p> <p>5 for the parking space. So that is covering for</p> <p>6 this development.</p> <p>7 CHAIRMAN AIZENSTAT: Let's talk about City</p> <p>8 wide. Let's look at City wide. 12,500 City</p> <p>9 wide.</p> <p>10 MR. KINNEY: Right.</p> <p>11 CHAIRMAN AIZENSTAT: If it costs a</p> <p>12 developer, right -- let's just take a number at</p> <p>13 \$35,000 -- why are we only asking for 12,500?</p> <p>14 Why would a developer even want to provide</p> <p>15 parking?</p> <p>16 MR. KINNEY: Most of the developments</p> <p>17 happening City wide, the developers are</p> <p>18 providing parking.</p> <p>19 CHAIRMAN AIZENSTAT: Are not?</p> <p>20 MR. KINNEY: No, they are.</p> <p>21 CHAIRMAN AIZENSTAT: They are.</p> <p>22 MR. KINNEY: They're choosing to provide</p> <p>23 parking.</p> <p>24 Now, here's kind of the thought process.</p> <p>25 If they did buy into it, it would be 12,500,</p>	<p style="text-align: right;">Page 98</p> <p>1 that supports the public parking system.</p> <p>2 CHAIRMAN AIZENSTAT: Okay.</p> <p>3 MR. KINNEY: They would then either find</p> <p>4 remote parking or they would build their own</p> <p>5 parking or some combination of both.</p> <p>6 If they had purchased remote parking and</p> <p>7 then later got in a situation where they would</p> <p>8 not -- could not provide the parking, they have</p> <p>9 to pay it a second time. So their total cost</p> <p>10 at that point is 25,000.</p> <p>11 But what we're going to be reviewing is</p> <p>12 whether it's feasible, in a specific situation.</p> <p>13 Right now we're building 450 spaces on Minorca.</p> <p>14 If there were a development close to there,</p> <p>15 there may be capacity in the system to support</p> <p>16 some remote parking.</p> <p>17 The idea behind remote parking is so that</p> <p>18 the developments can reach a higher quality, so</p> <p>19 you don't have to build a big box and then your</p> <p>20 development on top of the box.</p> <p>21 CHAIRMAN AIZENSTAT: For me, I understand</p> <p>22 the theory behind it, and it makes sense. I</p> <p>23 just think it's quite a bit of a discount to a</p> <p>24 developer at the pricing structure. That's</p> <p>25 just me.</p>
<p style="text-align: right;">Page 99</p> <p>1 MR. KINNEY: Well, I will tell you, we</p> <p>2 established the number for Miracle Mile based</p> <p>3 on calculations done by an appraiser, so that</p> <p>4 we would not go cross-wise with law.</p> <p>5 MR. TORRE: What I'm hearing, and what I</p> <p>6 think this goes to is that second payment,</p> <p>7 which I had never heard of, and some the things</p> <p>8 you're adding is that we must make it work or</p> <p>9 we -- I had not understood, I guess, that the</p> <p>10 condition of remote parking had to be, in a</p> <p>11 City situation, if we could handle you, as</p> <p>12 opposed to if I can find parking, that --</p> <p>13 right.</p> <p>14 So, you're saying, my lease expires, and</p> <p>15 I'm nowhere able to find more spots, and I</p> <p>16 can't ask you for those spots, I've got to give</p> <p>17 you more money. That's new for me.</p> <p>18 MR. KINNEY: Well, no. The Commission can</p> <p>19 approve remote parking in a City facility.</p> <p>20 It's not happened very many times, but it has</p> <p>21 happened. Typically -- and we need to step</p> <p>22 back here. The reason the number is anything</p> <p>23 over 25 spaces is, we recognize that we would</p> <p>24 like to help and encourage the smaller</p> <p>25 developments, because even if they're not on</p>	<p style="text-align: right;">Page 100</p> <p>1 the Mile, you can't really develop a 2,500</p> <p>2 (sic) square foot lot, at any height,</p> <p>3 without --</p> <p>4 MR. TORRE: Parking --</p> <p>5 MR. KINNEY: Your site doesn't allow for</p> <p>6 parking.</p> <p>7 MR. TORRE: What you said confuses me. You</p> <p>8 said, "Unless we can make it work." I don't</p> <p>9 quite understand, when you say, unless the City</p> <p>10 can make it work. What does that ultimately</p> <p>11 mean?</p> <p>12 MR. KINNEY: Well, okay, we have to look at</p> <p>13 the parking -- the system as a whole. Now,</p> <p>14 make it work may be, there's a private garage</p> <p>15 next door that has capacity, where you can get</p> <p>16 a long-term agreement.</p> <p>17 MR. TORRE: So does that mean proof to you</p> <p>18 that we're able to find parking? That's making</p> <p>19 it work?</p> <p>20 MR. KINNEY: Yes.</p> <p>21 MR. TORRE: Okay. So if we can find</p> <p>22 parking, five years later, I give you another</p> <p>23 lease, as long as that keeps going --</p> <p>24 MR. KINNEY: Well, I believe the Zoning</p> <p>25 Code currently requires an annual</p>

<p style="text-align: right;">Page 101</p> <p>1 certification --</p> <p>2 MS. GARCIA: At least, yeah.</p> <p>3 MR. TORRE: As long as the concurrent lease</p> <p>4 is in place --</p> <p>5 MR. KINNEY: Yes.</p> <p>6 MR. TORRE: -- and that could go</p> <p>7 indefinitely?</p> <p>8 MR. KINNEY: And the only reason to even</p> <p>9 talk about the second payment is if a developer</p> <p>10 gets in a situation where there's no</p> <p>11 alternative or they can't find an alternative.</p> <p>12 MR. BEHAR: So, at that point, they would</p> <p>13 pay the City 25,000 per space?</p> <p>14 MR. KINNEY: They would pay whatever the</p> <p>15 original number is.</p> <p>16 CHAIRMAN AIZENSTAT: An additional same</p> <p>17 number.</p> <p>18 MR. KINNEY: So if they paid 10,000 --</p> <p>19 well, let's say they were at Village of Merrick</p> <p>20 Park. They paid 10,000. Later, they find out</p> <p>21 that they can no longer get the spaces that</p> <p>22 they entered into the agreement with, and</p> <p>23 there's no alternative, they would pay a second</p> <p>24 10,000, and, then, at that point, essentially</p> <p>25 the City would probably have to tap into the</p>	<p style="text-align: right;">Page 102</p> <p>1 400 spaces we have some control over.</p> <p>2 CHAIRMAN AIZENSTAT: But isn't the idea of</p> <p>3 this to also fund parking for the City to</p> <p>4 build?</p> <p>5 MR. KINNEY: Yes.</p> <p>6 CHAIRMAN AIZENSTAT: So how --</p> <p>7 MR. KINNEY: I mean, we believe in a robust</p> <p>8 public parking system being the most efficient</p> <p>9 way to manage parking.</p> <p>10 CHAIRMAN AIZENSTAT: Which I agree, but</p> <p>11 then how does the City charge less than what it</p> <p>12 will cost them to build even in the future?</p> <p>13 MR. KINNEY: Well, but the initial</p> <p>14 payment -- the payment in lieu has never been</p> <p>15 intended to cover the cost. If you come to us</p> <p>16 and you're renting space, we're obtaining</p> <p>17 revenue through that stream, also.</p> <p>18 CHAIRMAN AIZENSTAT: Understood.</p> <p>19 MR. KINNEY: I mean, if you looked at our</p> <p>20 system, essentially we hope to pay off or raise</p> <p>21 revenue to the point where every facility is in</p> <p>22 the black within ten years, which is a fairly</p> <p>23 high bar for most public parking systems.</p> <p>24 So, yes, the initial payment helps us, but</p> <p>25 it is the recurring permit payment that is</p>
<p style="text-align: right;">Page 103</p> <p>1 going to make the system work.</p> <p>2 MR. BEHAR: Maybe you have these facts,</p> <p>3 maybe you don't, annually, a space in a garage,</p> <p>4 what is the revenue that you get from that</p> <p>5 space?</p> <p>6 CHAIRMAN AIZENSTAT: One space.</p> <p>7 MR. BEHAR: After your expenses, okay,</p> <p>8 because in order for me to calculate that, you</p> <p>9 know, you're going to pay in ten years --</p> <p>10 MR. KINNEY: I'll use a word that outside</p> <p>11 of this room I never said it, our profit --</p> <p>12 MR. REVUELTA: You're on TV.</p> <p>13 MR. KINNEY: -- our profit on a space is</p> <p>14 probably about \$1,500 a year.</p> <p>15 MR. BEHAR: Okay. So your profit. So it</p> <p>16 would take us, today, 20 years, 25 years to pay</p> <p>17 for that space?</p> <p>18 MR. KINNEY: Not if half of it was paid off</p> <p>19 with the payment in lieu.</p> <p>20 MR. BEHAR: You know, -- listen, I --</p> <p>21 CHAIRMAN AIZENSTAT: I just don't see it</p> <p>22 that way. On the financial end, I just don't</p> <p>23 see it that way.</p> <p>24 MR. BEHAR: I'm trying to look at it to</p> <p>25 encourage more development, especially in the</p>	<p style="text-align: right;">Page 104</p> <p>1 Mile, that remote parking is the right way to</p> <p>2 go, because there's no other option.</p> <p>3 CHAIRMAN AIZENSTAT: Which we want to</p> <p>4 encourage. I want to encourage that, but I</p> <p>5 just think the City fee is very low.</p> <p>6 MR. BEHAR: And, actually, in the Mile, you</p> <p>7 really should not maybe even require parking,</p> <p>8 if you're on Miracle Mile.</p> <p>9 MR. REVUELTA: No. No. You have to park</p> <p>10 remote parking.</p> <p>11 MR. TORRE: You need to get a finance guy</p> <p>12 to tell you whether the amortized \$35,000 over</p> <p>13 -- for the bond over 20 to 30 years, does</p> <p>14 \$1,500 cover the debt and I'm not sure I know</p> <p>15 the answer.</p> <p>16 Here's a question, and maybe -- I'm still</p> <p>17 confused. Let's pretend it's a hundred parking</p> <p>18 spaces you're required to have. My</p> <p>19 understanding is, 25 of those have to be</p> <p>20 purchased. You have to pay out, no matter</p> <p>21 what, 25, at \$10,000 a pop. The other 75, I</p> <p>22 can go remote parking and lease my spaces and</p> <p>23 give you the lease, and I'm good to go. Is</p> <p>24 that an option, pay down my 25 required, give</p> <p>25 you 10,000 times 25 -- give you \$250,000, the</p>

<p style="text-align: right;">Page 105</p> <p>1 rest of my spaces are fulfilled by lease 2 option, which I can prove to you I have a lease 3 -- 4 MR. KINNEY: Yes. 5 MR. TORRE: -- and then I'm good to go? 6 Then I have fulfilled the Conditional Use? 7 MR. KINNEY: That's correct. 8 MR. TORRE: I can also pay down 12,500 -- 9 I'm sorry, 10,000, for the 75 or the entire 10 hundred, and I still have to go out and lease 11 my spaces? I'm paying you down, but I still 12 have to go lease my spaces? 13 MR. KINNEY: Yes, you have to. 14 MR. TORRE: So I have Option A and Option 15 B. 16 Now, what I'm lost on is on that third 17 payment that I still don't know what the hell 18 we're talking about, that second payment. 19 All right. So, under Plan B, I already 20 paid all of my spaces, and I'm still leasing 21 spaces, and you're saying, if I have done that 22 and I can't find the spaces, then I've got to 23 give you another 12,500. 24 MR. BEHAR: No. No. If you cannot renew 25 those leases --</p>	<p style="text-align: right;">Page 106</p> <p>1 MR. TORRE: Right. 2 MR. BEHAR: -- then you have to come back 3 for that payment. 4 MR. TORRE: So, I was talking to somebody 5 the other day, and obviously everybody wants to 6 go to Plan A. Why am I going to pay it down, 7 if I can just give you the lease, I'm good to 8 go, otherwise you're double paying. 9 Am I saying something that's not true here? 10 CHAIRMAN AIZENSTAT: Well, I think you're 11 good to go for that year, and, then, if it's 12 not renewed on the second year -- 13 MR. TORRE: Understood. 14 CHAIRMAN AIZENSTAT: -- then you've got to 15 double. 16 MR. KINNEY: If you're unable to come back 17 to Development Services on your anniversary 18 date and show that you're continuing, then you 19 have a problem, because you no longer are 20 parking your demand, and, then, if you cannot 21 correct that situation, you would have to pay 22 the City again. 23 Now, in certain situations, what would 24 happen, if you were near Miracle Mile, we 25 probably could easily handle that. If you're</p>
<p style="text-align: right;">Page 107</p> <p>1 in the Innovation -- Design and Innovation 2 District, we have access to 400 spaces that 3 we -- not that we would want to, but we could 4 possibly make those available. 5 MR. TORRE: If I go to Choice A, which 6 means that I pay down only my 25 percent, and 7 lease from the beginning, and then I cannot 8 find a lease, am I paying you \$25,000 or 9 12,500? 10 MR. KINNEY: Well, I don't think you can 11 get a building permit until you can show where 12 you're going to park. 13 MR. TORRE: Correct. So let's say that's 14 been fulfilled Year 1, Year 2. In Year 3, I 15 can't find parking anymore, but I have not 16 given you more than 25 percent of the spaces 17 paid. 18 MR. KINNEY: No, but then you would have to 19 pay for everything. 20 MR. TORRE: The 25? The double -- the 21 double payments? 22 MR. REVUELTA: The 75. 23 MR. TORRE: The double payment -- for the 24 75, I have never paid -- my point -- I always 25 leased. I don't have to buy down those spaces,</p>	<p style="text-align: right;">Page 108</p> <p>1 less than 25 percent of the spaces -- 2 MR. REVUELTA: Your question is, where does 3 this double payment come in? There's no double 4 payment. 5 MR. BEHAR: There is a double payment. 6 MR. TORRE: That's what they're referring 7 to, and I completely got lost on that. 8 MR. KINNEY: Yes. I think our opinion 9 right now is, you would have to pay the double. 10 MR. BEHAR: And how much would that be? 11 MR. KINNEY: Well, in the Design and 12 Innovation District, that would be 20,000. On 13 Miracle Mile, that would be 11,000. 14 MR. BEHAR: That's a great deal, still. 15 MR. TORRE: Okay. But here is what was 16 throwing me off. The clarification to this was 17 clarifying why. Okay. So, you're saying, 18 there's a second payment, if somebody cannot 19 find parking at some point in time? 20 MR. KINNEY: If they can't fulfill their 21 obligation. 22 MR. TORRE: You've got to come back and pay 23 us -- 24 CHAIRMAN AIZENSTAT: The double. 25 MR. TORRE: -- the double.</p>

<p style="text-align: right;">Page 109</p> <p>1 CHAIRMAN AIZENSTAT: Is that correct?</p> <p>2 MR. KINNEY: Yes.</p> <p>3 MS. GARCIA: You're forced to do the</p> <p>4 payment in lieu option.</p> <p>5 MR. TORRE: Correct.</p> <p>6 CHAIRMAN AIZENSTAT: But for the double</p> <p>7 amount?</p> <p>8 MR. TORRE: There you go. That's the right</p> <p>9 term. The fourth, payment in lieu, but I</p> <p>10 always thought it was 10,500, never a double --</p> <p>11 never the second payment.</p> <p>12 MS. GARCIA: Well, because now we're</p> <p>13 clarifying that there is a fee associated with</p> <p>14 the remote parking, and the payment in lieu is</p> <p>15 paid at the end to get out of the requirement</p> <p>16 altogether.</p> <p>17 CHAIRMAN AIZENSTAT: But in his example,</p> <p>18 which is a great example, if you're able to</p> <p>19 satisfy 75 percent at the beginning, you're not</p> <p>20 paying anything?</p> <p>21 MR. KINNEY: Right.</p> <p>22 CHAIRMAN AIZENSTAT: And, then, when he</p> <p>23 goes ahead --</p> <p>24 MS. GARCIA: No. You're paying for a</p> <p>25 remote parking space, though.</p>	<p style="text-align: right;">Page 110</p> <p>1 CHAIRMAN AIZENSTAT: Only on the 25</p> <p>2 percent.</p> <p>3 MS. GARCIA: Correct.</p> <p>4 MR. TORRE: To somebody, could be</p> <p>5 anybody --</p> <p>6 CHAIRMAN AIZENSTAT: It could be anybody.</p> <p>7 He can be paying --</p> <p>8 MS. GARCIA: No. For anything that you're</p> <p>9 remote parking, you're paying for like each</p> <p>10 space.</p> <p>11 MR. TORRE: Yeah, but that could be Ocean</p> <p>12 Bank or The Hyatt or anybody.</p> <p>13 MS. GARCIA: No. You're paying the City</p> <p>14 for the ability to remote park.</p> <p>15 MR. BEHAR: So you're paying -- in the</p> <p>16 Innovative Design District, for remote parking,</p> <p>17 you're saying I'm paying, from the get-go,</p> <p>18 10,000 per space to be able to go lease it</p> <p>19 somewhere else?</p> <p>20 At the time that I have to renew that</p> <p>21 lease, if I don't -- I cannot renew the lease,</p> <p>22 I would have to pay the additional 10,000?</p> <p>23 MR. KINNEY: Okay. We're actually going</p> <p>24 through one of these in the Design District</p> <p>25 right now, so let me kind of walk you through</p>
<p style="text-align: right;">Page 111</p> <p>1 it.</p> <p>2 They're constructing 80 spaces. They're</p> <p>3 remote parking 130. They would -- in that</p> <p>4 situation, they would pay us for the 130 just</p> <p>5 for the right to remote park and they would</p> <p>6 contract with the provider for the remote</p> <p>7 parking, and if they ever lost those spaces,</p> <p>8 they would have to come back and pay us a</p> <p>9 second time for the 130.</p> <p>10 MR. BEHAR: So right now they're paying you</p> <p>11 the 10,000 for those 130, 1.3 million dollars</p> <p>12 --</p> <p>13 MR. KINNEY: Under this Code, that's what</p> <p>14 it is.</p> <p>15 MR. BEHAR: -- under this, and, then, if in</p> <p>16 the future, you know, in two years, three</p> <p>17 years, they cannot renew those leases where</p> <p>18 they are providing it, they have to come and</p> <p>19 pay you another \$10,000 per space?</p> <p>20 MR. KINNEY: Because they can't meet their</p> <p>21 obligation.</p> <p>22 And at that point, the City would have to</p> <p>23 decide whether we would dip into our 400</p> <p>24 spaces.</p> <p>25 MR. TORRE: So just to be clear --</p>	<p style="text-align: right;">Page 112</p> <p>1 CHAIRMAN AIZENSTAT: That's a great deal.</p> <p>2 MR. TORRE: -- everybody in Miracle Mile</p> <p>3 has got to do remote parking. Everybody is</p> <p>4 going to pay you 5,000 times whatever parking</p> <p>5 they're required? That's just a must. There's</p> <p>6 no way around it, right? Everybody would have</p> <p>7 to pay the remote parking fee?</p> <p>8 MR. KINNEY: Well, we have an interesting</p> <p>9 situation, when you're talking about Miracle</p> <p>10 Mile, because they get the ground floor without</p> <p>11 parking.</p> <p>12 MR. TORRE: For the required parking.</p> <p>13 MR. KINNEY: Yeah, the requirement is going</p> <p>14 to be smaller.</p> <p>15 MR. TORRE: But there's no way around</p> <p>16 having to pay into the remote parking fee?</p> <p>17 MR. KINNEY: No.</p> <p>18 MR. TORRE: They must put that into your</p> <p>19 proposed --</p> <p>20 MR. REVUELTA: For a hundred percent of the</p> <p>21 parking that you need.</p> <p>22 MR. TORRE: That you need.</p> <p>23 MR. REVUELTA: I still don't understand</p> <p>24 where the 25 comes in, because it seems to me</p> <p>25 that, in any district, any which way, you've</p>

<p style="text-align: right;">Page 113</p> <p>1 got to pay the City the going amount.</p> <p>2 MS. GARCIA: What's the 25 that you're</p> <p>3 referring to?</p> <p>4 MR. REVUELTA: I'm sorry?</p> <p>5 MS. GARCIA: What's the 25 that you're</p> <p>6 referring to?</p> <p>7 MR. REVUELTA: The 25 spaces that he was</p> <p>8 mentioning --</p> <p>9 CHAIRMAN AIZENSTAT: The 25 percent --</p> <p>10 MR. REVUELTA: No, the 25 spaces.</p> <p>11 MR. KINNEY: That's what triggers the</p> <p>12 review. Anything over 25 spaces triggers a</p> <p>13 review, so the City has an opportunity to say,</p> <p>14 you know, in this case, it will not work.</p> <p>15 CHAIRMAN AIZENSTAT: But in the example</p> <p>16 that you just gave, the person is going to pay</p> <p>17 the City one million three hundred thousand</p> <p>18 dollars on the 130 spaces.</p> <p>19 MR. KINNEY: Yes.</p> <p>20 CHAIRMAN AIZENSTAT: If the person had to</p> <p>21 build those 130 spaces, they would be paying</p> <p>22 four million five hundred and fifty thousand</p> <p>23 dollars. I still go back to, it's a great</p> <p>24 deal, for the developer. Why is the City not</p> <p>25 charging more money on that? Sorry.</p>	<p style="text-align: right;">Page 114</p> <p>1 MR. TORRE: I'm sure that you only had to</p> <p>2 buy down 25 percent of your needs. That's how</p> <p>3 I remember it.</p> <p>4 MS. GARCIA: Currently, yes. Currently the</p> <p>5 Zoning Code --</p> <p>6 MR. TORRE: You're saying, that's being</p> <p>7 wiped away.</p> <p>8 MS. GARCIA: Yes.</p> <p>9 MR. TORRE: So it's no longer -- 25 percent</p> <p>10 is the minimum. You must pay the entire</p> <p>11 required?</p> <p>12 MS. GARCIA: Yes. Correct.</p> <p>13 MR. TORRE: Is this --</p> <p>14 MS. GARCIA: Because the 25 percent was</p> <p>15 tied to the required parking. It wasn't tied</p> <p>16 to the remote parking. So it's kind of</p> <p>17 confusing as far as why is it tied to the</p> <p>18 required parking. So depending on how much</p> <p>19 you're going to remote park, how much you were</p> <p>20 actually going to pay for the fee of remote</p> <p>21 park, if that makes sense. Like if you had a</p> <p>22 hundred spaces that you're required to have,</p> <p>23 and you're remote parking 25 percent of that,</p> <p>24 you're already required to have 25 percent of</p> <p>25 your required parking, with today's Zoning</p>
<p style="text-align: right;">Page 115</p> <p>1 Code, so already you're paying a hundred</p> <p>2 percent of those remote spaces.</p> <p>3 So what this is doing is, it's tying each</p> <p>4 space fee to the remote parking that you're</p> <p>5 actually responsible for.</p> <p>6 MR. WITHERS: So what percentage of your</p> <p>7 parking can you do in lieu of? If you needed a</p> <p>8 hundred spots, can you do all 100?</p> <p>9 MR. KINNEY: Well, it actually depends</p> <p>10 on -- on the Mile, you're required to remote</p> <p>11 park everything.</p> <p>12 CHAIRMAN AIZENSTAT: Understood, but let's</p> <p>13 go away from the Mile.</p> <p>14 MR. WITHERS: Let's go away from the Mile.</p> <p>15 Outside of Miracle Mile --</p> <p>16 CHAIRMAN AIZENSTAT: Let's do City wide.</p> <p>17 MR. KINNEY: In the Design and Innovation</p> <p>18 District, there may be somebody who comes in</p> <p>19 and asks to remote park a hundred percent of</p> <p>20 it. It hasn't happened yet, but it may happen.</p> <p>21 CHAIRMAN AIZENSTAT: But it's a great deal</p> <p>22 for it to happen.</p> <p>23 MR. WITHERS: Yeah, it's a great deal for</p> <p>24 it to happen. So what does it cost to rent a</p> <p>25 spot in Coral Gables if you have to go and</p>	<p style="text-align: right;">Page 116</p> <p>1 lease one to remote park?</p> <p>2 MR. TORRE: 130, 140.</p> <p>3 MR. WITHERS: A month?</p> <p>4 CHAIRMAN AIZENSTAT: How much?</p> <p>5 MR. TORRE: 130 -- 120, 130, 140.</p> <p>6 CHAIRMAN AIZENSTAT: Venny, could you speak</p> <p>7 into the mike?</p> <p>8 MR. TORRE: Between a hundred and \$150 a</p> <p>9 month per space.</p> <p>10 MR. WITHERS: So what's that, 1,500 bucks a</p> <p>11 year or so?</p> <p>12 MR. KINNEY: Per spot.</p> <p>13 If you did a hundred spaces, you know, it</p> <p>14 would be 10,000 or \$11,000 a month.</p> <p>15 CHAIRMAN AIZENSTAT: Why are you going to</p> <p>16 build a parking?</p> <p>17 MR. WITHERS: Well, no, I'm just trying to</p> <p>18 figure out how long, by the time you pay your</p> <p>19 lease fee, is it more advantageous for you just</p> <p>20 to pay the entire amount upfront, which it</p> <p>21 probably is, if you don't ever have to pay for</p> <p>22 parking again? I mean --</p> <p>23 MS. GARCIA: Well, that second payment in</p> <p>24 lieu fee has to be reviewed by Kevin and his</p> <p>25 team.</p>

<p style="text-align: right;">Page 117</p> <p>1 MR. WITHERS: I understand, but still, I</p> <p>2 mean, 1.3 million to totally eliminate a</p> <p>3 hundred spot parking requirement is a pretty --</p> <p>4 MR. KINNEY: Right, but then the hundred</p> <p>5 spots are going to cost you \$130,000 a year.</p> <p>6 MR. REVUELTA: One time.</p> <p>7 MR. KINNEY: No. No. No. Annually.</p> <p>8 MR. WITHERS: Wait. Run that by me again.</p> <p>9 I'm sorry, I misunderstood. I thought, if you</p> <p>10 bought the spots --</p> <p>11 MR. REVUELTA: I thought it was a one time.</p> <p>12 MR. TORRE: You still have to pay somebody</p> <p>13 for your use of the spot.</p> <p>14 MS. GARCIA: They're doing the remote</p> <p>15 parking.</p> <p>16 MR. TORRE: You bought yourself the remote</p> <p>17 parking option.</p> <p>18 MR. WITHERS: Right.</p> <p>19 MR. TORRE: Now you still have to go rent</p> <p>20 the spaces for you to park.</p> <p>21 MR. WITHERS: But if you wanted to pay --</p> <p>22 buy a spot in lieu of remote parking, you can't</p> <p>23 do that?</p> <p>24 MS. GARCIA: Yes. If Kevin can -- you pay</p> <p>25 again, right, the same fee, 12,000 --</p>	<p style="text-align: right;">Page 118</p> <p>1 MR. WITHERS: So you're paying \$20,000?</p> <p>2 MS. GARCIA: Right.</p> <p>3 MR. WITHERS: So you're paying 2.5</p> <p>4 million --</p> <p>5 MR. KINNEY: But that's not your choice. I</p> <p>6 mean, if you get to the point where you cannot</p> <p>7 meet your obligation. Your obligation is to</p> <p>8 have remote parking.</p> <p>9 MR. WITHERS: I'm sorry, I can't meet my</p> <p>10 obligation.</p> <p>11 MR. KINNEY: Then you have to pay the</p> <p>12 double.</p> <p>13 MR. WITHERS: Yeah, so I come to you one</p> <p>14 day and I say, "I can't meet my obligation. I</p> <p>15 want to pay for all 100 spots. Here's</p> <p>16 two-and-a-half million bucks."</p> <p>17 MR. TORRE: But I don't think he's saying</p> <p>18 that you're going to get a spot after that.</p> <p>19 You still have to go out --</p> <p>20 MR. KINNEY: You may have a building you</p> <p>21 can't lease.</p> <p>22 CHAIRMAN AIZENSTAT: So what do you do?</p> <p>23 You're going to demolish the building?</p> <p>24 MR. KINNEY: I'm not the developer. The</p> <p>25 developer --</p>
<p style="text-align: right;">Page 119</p> <p>1 CHAIRMAN AIZENSTAT: No. No. But what</p> <p>2 alternative --</p> <p>3 MR. TORRE: You still have to park your</p> <p>4 office workers and your folks living in the</p> <p>5 building. You have to park them, unless</p> <p>6 nobody's coming in a car.</p> <p>7 MR. KINNEY: That's why we're saying, you</p> <p>8 have to come in with proof that you have the</p> <p>9 remote parking, and the penalty is, if you fail</p> <p>10 to do what your obligation is.</p> <p>11 MR. WITHERS: But that doesn't relieve you</p> <p>12 of the responsibility of parking?</p> <p>13 MR. KINNEY: No.</p> <p>14 MR. BEHAR: Forget about what the market</p> <p>15 may require or not, it's what the Code is</p> <p>16 enforcing.</p> <p>17 MR. WITHERS: I get it now.</p> <p>18 MR. BEHAR: I don't see, in the Gables, any</p> <p>19 development, new project, whether it's</p> <p>20 Residential or Office, to be viable without,</p> <p>21 you know, providing any parking. This is not</p> <p>22 what you see in the City of Miami Downtown.</p> <p>23 But, you know, I -- and I want to be very</p> <p>24 careful, because I think it's a good thing for</p> <p>25 the development, yes. It's a great option to</p>	<p style="text-align: right;">Page 120</p> <p>1 have.</p> <p>2 CHAIRMAN AIZENSTAT: What I'd like to do is</p> <p>3 to see if we have any speakers before we</p> <p>4 continue, if you're done with the presentation.</p> <p>5 Thank you.</p> <p>6 Jill, do we have any speakers for this</p> <p>7 item?</p> <p>8 THE SECRETARY: Mr. Holmes.</p> <p>9 CHAIRMAN AIZENSTAT: Welcome back,</p> <p>10 Mr. Holmes.</p> <p>11 MR. HOLMES: Thanks. You're very nice. I</p> <p>12 appreciate that.</p> <p>13 And I've got to tell you something, I think</p> <p>14 I'm going to have sweet dreams tonight, maybe,</p> <p>15 because I was afraid that --</p> <p>16 CHAIRMAN AIZENSTAT: Can you state your</p> <p>17 name, for the record, again, please and your</p> <p>18 address?</p> <p>19 MR. HOLMES: Thank you.</p> <p>20 So my name is Jackson Rip Holmes. I live</p> <p>21 at 35 Sidonia Avenue, Coral Gables. I'm a</p> <p>22 property owner on Miracle Mile. So, again, you</p> <p>23 already have the feeling I'm defensive for</p> <p>24 parking on Miracle mile, because if there is no</p> <p>25 parking, there's no money, and even the City</p>

<p style="text-align: right;">Page 121</p> <p>1 has an interest in people spending money on 2 Miracle Mile. 3 Think of South Beach. If you're going to 4 go shopping, it may not be on South Beach, 5 because the parking is a hassle. You get a 6 \$350 towing fee just if you park in the wrong 7 place. No parking, no money. 8 I was very -- forgive me for saying -- 9 happy that you shot down the previous 10 amendment. I still don't understand it. Maybe 11 none of us really did and that's why it got 12 shot down, but as we head now to this item, 13 which you were kind enough to re-orient me to 14 speak on, I hope that you shoot this down, too. 15 It is confusing. You know, it's so 16 interesting, really, all of us are kind of 17 students of government. This whole thing, if 18 you recall -- forgive me now, I'm going to make 19 a criticism -- was done outside of the public 20 purview. I think this Zoning re-write, 21 whatever we want to call it, was done over a 22 period of three years, two-and-a-half of which 23 the public was not even informed, and I think 24 that was actually detrimental, because it gets 25 down, at the end of the day, to a developer --</p>	<p style="text-align: right;">Page 122</p> <p>1 Mr. Behar, I think you're sympathetic to their 2 point of view, Mr. Torre -- at the end of the 3 day, if we think into fifteen years into the 4 future, what I see is -- I'm going to pick on 5 Terranova for a second, they cannibalized their 6 own parking, to the point where Miracle Mile 7 becomes Terranova Street. Nobody else has 8 parking. 9 Even if you look at what they want to do at 10 the corner of Galiano and Miracle Mile right 11 now, I'm going to reach out to those nearby 12 property owners, because they're going to 13 starve those property owners nearby of parking. 14 They're going to die or they're going to lose 15 the value of their property. They're not going 16 to have parking, because the remote parking 17 will be the public parking in that parking 18 garage at Fritz & Franz, right? 19 All of the businesses in that area depends 20 on that public parking, but guess what, that's 21 going to evaporate. This idea that there's 22 plenty of remote parking, yeah, let's talk 23 about that. Fortunately, we have a good 24 Parking Director, who is willing to talk, he 25 said he can find you 3,000. I bet you I can</p>
<p style="text-align: right;">Page 123</p> <p>1 prove him wrong. I'll bet you -- I'll bet you 2 any amount of money I can prove him wrong. 3 Thank you very much. 4 CHAIRMAN AIZENSTAT: Thank you, sir. 5 Do we have any other speakers? 6 THE SECRETARY: Mr. Serra. 7 MR. GARCIA-SERRA: Good evening, Mr. Chair, 8 Members of the Board. Mario Garcia-Serra, with 9 offices at 600 Brickell Avenue, here -- I have 10 clients that are property owners, both, along 11 the Mile and the Central Business District, as 12 well as the Design District. 13 I walked in here, I think, just as confused 14 as you guys with regards to what's proposed. I 15 think I'm a little less confused, but you guys 16 tell me. I'm going to try to summarize, I 17 think, what the situation is. I believe the 18 existing Code allows you to remote park. If 19 you remote park, you have to buy down 25 20 percent of it. The existing Code, I think, 21 also allows you to pay in lieu a hundred 22 percent of all of the parking requirement. 23 I believe the proposed Ordinance, and Kevin 24 and Jennifer, correct me if I'm wrong, is 25 proposing that if you're parking remotely, you</p>	<p style="text-align: right;">Page 124</p> <p>1 have to pay -- you find the spaces and you're 2 going to pay whoever is giving you those spaces 3 their lease amount. You're also going to pay a 4 hundred percent of that remote parking to the 5 City, with the potential backup being, if at 6 some point in time you can no longer have 7 access to those remote parking spaces, you then 8 pay another in lieu payment to the City. 9 That's not right? 10 MS. GARCIA: Yes, that's correct. 11 MR. GARCIA-SERRA: Okay. At least I know. 12 I just needed to get clarification on what 13 exactly is proposed. 14 You know, the one thing I might say is, 15 under -- with this Ordinance adopted, would -- 16 could you still pay at initiation -- at the 17 very beginning, could you still pay off your 18 parking requirement a hundred percent, pay the 19 in lieu payment? 20 MR. KINNEY: Well, there is, in the City 21 Code, the requirement that anything above 25 22 spaces -- 23 CHAIRMAN AIZENSTAT: If you could direct 24 your comments to the Board. 25 MR. KINNEY: There is, in the City Code,</p>

<p style="text-align: right;">Page 125</p> <p>1 the current requirement that anything over 25</p> <p>2 spaces does have to be reviewed. So the City</p> <p>3 could deny a payment in lieu of something over</p> <p>4 25 spaces, if it, essentially, did not make</p> <p>5 sense.</p> <p>6 MR. GARCIA-SERRA: Okay.</p> <p>7 MR. COLLER: Just a clarification. When</p> <p>8 you say that the City could deny, you mean the</p> <p>9 City Commission?</p> <p>10 MR. KINNEY: Yes.</p> <p>11 MR. COLLER: In other words, if it's 25 or</p> <p>12 less; then it can be approved administratively.</p> <p>13 If it's more 25 spaces, then it's got to go to</p> <p>14 a public hearing; is that correct?</p> <p>15 MR. KINNEY: Yes.</p> <p>16 CHAIRMAN AIZENSTAT: Thank you for the</p> <p>17 clarification.</p> <p>18 Do we have any other speakers?</p> <p>19 THE SECRETARY: No.</p> <p>20 CHAIRMAN AIZENSTAT: Any on Zoom?</p> <p>21 THE SECRETARY: No.</p> <p>22 CHAIRMAN AIZENSTAT: Any on the phone</p> <p>23 platform?</p> <p>24 MS. GARCIA: No.</p> <p>25 CHAIRMAN AIZENSTAT: At this time, I'll go</p>	<p style="text-align: right;">Page 126</p> <p>1 ahead and close it for public comment.</p> <p>2 MR. WITHERS: I just have two questions.</p> <p>3 How did you come up with the number, 10,000,</p> <p>4 12,000? How was that --</p> <p>5 MR. KINNEY: At the time of the Zoning</p> <p>6 Code, Development Services or the City</p> <p>7 Manager's Office, I'm not sure which, hired an</p> <p>8 appraiser to come up with the numbers.</p> <p>9 MR. WITHERS: Okay. And so do I lock that</p> <p>10 number in? If five years from now I lose my</p> <p>11 remote parking, do I pay the current cost --</p> <p>12 I'm assuming it's going to rise -- or do I pay</p> <p>13 the number that I originally locked in at five</p> <p>14 years earlier?</p> <p>15 MR. KINNEY: As opposed to, if five years</p> <p>16 from now the rate is --</p> <p>17 MR. WITHERS: I mean, I'm sure that \$10,000</p> <p>18 figure might be \$15,000 five years from now.</p> <p>19 I'm assuming it's going to be looked at and</p> <p>20 adjusted. So do I lock myself in at the</p> <p>21 current rate or am I paying a future rate when</p> <p>22 it comes time to pay up?</p> <p>23 (Simultaneous speaking.)</p> <p>24 MR. REVUELTA: You're buying futures in the</p> <p>25 stock market.</p>
<p style="text-align: right;">Page 127</p> <p>1 MR. KINNEY: I am only a recovering</p> <p>2 attorney, I am no longer practicing, but that</p> <p>3 is something that -- I think it would be the</p> <p>4 rate existing at the time.</p> <p>5 MR. REVUELTA: But to your question, is</p> <p>6 there a escalation rate?</p> <p>7 MR. WITHERS: Yeah. Five years from now,</p> <p>8 if I lose my ability and I have to pay the --</p> <p>9 MR. REVUELTA: My question is, is there an</p> <p>10 escalation rate or is this a fixed number?</p> <p>11 MR. COLLER: So I think I understand this</p> <p>12 part. The actual fee is not part of the Zoning</p> <p>13 Code. The fee is part of the City Code. Is</p> <p>14 that correct?</p> <p>15 MR. KINNEY: Yes.</p> <p>16 MR. COLLER: And the fee, pursuant to the</p> <p>17 Code, is set by a Resolution; is that right?</p> <p>18 MR. KINNEY: Yes.</p> <p>19 MR. COLLER: So if the Resolution over time</p> <p>20 gets changed, and it would be up to the City</p> <p>21 Commission to change that amount, then, if at</p> <p>22 the time you find yourself without spaces, then</p> <p>23 whatever the Resolution then provides, that's</p> <p>24 what the cost would be.</p> <p>25 MR. WITHERS: Okay.</p>	<p style="text-align: right;">Page 128</p> <p>1 CHAIRMAN AIZENSTAT: That makes sense.</p> <p>2 MR. REVUELTA: Does that mean that there's</p> <p>3 an automatic escalation rate?</p> <p>4 MR. KINNEY: No, but it is reviewed and</p> <p>5 changed by the Commission.</p> <p>6 MR. REVUELTA: Should there be an</p> <p>7 escalation rate?</p> <p>8 MR. KINNEY: Our experience with kind of</p> <p>9 automatic escalations is not real good, but we</p> <p>10 do, annually, at the budget, review all fees,</p> <p>11 and if it's appropriate to change the fee at</p> <p>12 budget time, that happens, on a regular basis.</p> <p>13 MR. REVUELTA: It would happen on a yearly</p> <p>14 basis?</p> <p>15 MR. KINNEY: Yes. There is at least the</p> <p>16 review every year.</p> <p>17 MR. REVUELTA: Is there a limit right now</p> <p>18 in the City of what's the minimum amount of</p> <p>19 spaces, if I'm developer, that I need to</p> <p>20 provide of my required parking or there's not?</p> <p>21 MR. KINNEY: No. The Code allows</p> <p>22 discussion of up to a hundred percent, but</p> <p>23 anything over 25 spaces will be reviewed, and</p> <p>24 it's a Conditional Use.</p> <p>25 MR. REVUELTA: And there's no condition in</p>

<p style="text-align: right;">Page 129</p> <p>1 terms of distance? For example, other cities</p> <p>2 have --</p> <p>3 MR. KINNEY: Yes. There is. It's a</p> <p>4 thousand feet.</p> <p>5 MR. REVUELTA: Okay. Some cities say, you</p> <p>6 have to provide a minimum of "X" amount of</p> <p>7 spaces of the required parking, and then you</p> <p>8 can buy the rest, figure it out.</p> <p>9 MS. GARCIA: So there is a minimum of ten</p> <p>10 remote parking spaces. If you have less than</p> <p>11 ten, then you can talk to Kevin about possibly</p> <p>12 paying out of the system.</p> <p>13 MR. REVUELTA: But if I'm doing a project,</p> <p>14 let's say, for 200 spaces, and I say, I want to</p> <p>15 deal, I can just park remotely, pay the City,</p> <p>16 and not spend thirty, forty thousand dollars on</p> <p>17 my parking garage, because I'm dealing with</p> <p>18 height and this and that and the other and I</p> <p>19 don't want to do a basement, or the City</p> <p>20 doesn't take the position, okay, you're</p> <p>21 required 200 spaces, you have to provide a</p> <p>22 minimum because we know that you're going to be</p> <p>23 able to fix "X" within your property, and,</p> <p>24 then, after that, we can talk about what you</p> <p>25 can buy?</p>	<p style="text-align: right;">Page 130</p> <p>1 But if the City doesn't have a minimum</p> <p>2 requirement for the spaces that you have to</p> <p>3 provide in a development, it opens up the door</p> <p>4 for the discussion and the questions that have</p> <p>5 been asked, that the developer begins to</p> <p>6 questions, what's my best deal.</p> <p>7 MS. GARCIA: Well, remember, the remote</p> <p>8 parking, in general, is a Conditional Use</p> <p>9 request. So if the Commission or Staff has</p> <p>10 gone through the review process, doesn't feel</p> <p>11 like you're providing enough on-site parking,</p> <p>12 that you're in an area that has a lot of, you</p> <p>13 know, on-street parking or, you know, garages</p> <p>14 or such, I think the recommendation would</p> <p>15 probably not be favorable.</p> <p>16 MR. REVUELTA: Well, I'm thinking of other</p> <p>17 areas obviously than the Mile, right. So I</p> <p>18 think it's healthy to have the minimum amount</p> <p>19 of parking spaces -- healthy for the City to</p> <p>20 say, "Developer, you need to provide a minimum</p> <p>21 amount of parking spaces within your</p> <p>22 development, and the rest then you can --"</p> <p>23 MR. KINNEY: Well, I think that</p> <p>24 conversation is going to be had. You mentioned</p> <p>25 a development that requires 200 spaces. Let's</p>
<p style="text-align: right;">Page 131</p> <p>1 say near Village of Merrick Park somebody needs</p> <p>2 200 spaces. They may come to the City, but</p> <p>3 because it's more than 25, it's going to be</p> <p>4 reviewed, and the City may say, you know,</p> <p>5 you've got room on your site. We know there's</p> <p>6 a garage across the street, but we don't think</p> <p>7 you should park 200 spaces there, maybe a</p> <p>8 hundred, and you need to provide -- that</p> <p>9 conversation will be had. I mean, just because</p> <p>10 it's coming in, doesn't mean the City is going</p> <p>11 the allow it.</p> <p>12 MR. REVUELTA: But the fact that, as an</p> <p>13 architect, we have to read Codes and all of</p> <p>14 that, and then refer back to the developers or</p> <p>15 our clients, if the Code doesn't say anything,</p> <p>16 I have to tell you that the conversation goes</p> <p>17 on and on and on. So I don't know how the rest</p> <p>18 of the Board feels, but I think a certain</p> <p>19 distance and a certain minimum amount required</p> <p>20 per project, could be healthy, and then you</p> <p>21 have the conversation whether the amounts are</p> <p>22 too low or not.</p> <p>23 MR. TORRE: So that goes to two points.</p> <p>24 One is, the development of small sites, you</p> <p>25 cannot really have a minimum, because at that</p>	<p style="text-align: right;">Page 132</p> <p>1 point you're lifting up the building and it</p> <p>2 doesn't work, and I think the whole point is to</p> <p>3 try to get some things on Ponce, some things on</p> <p>4 the Mile, some things other places, that the</p> <p>5 land is worth more than the building. You'd</p> <p>6 have to knock something down without parking by</p> <p>7 waivers, you can't do it. So that's really</p> <p>8 part of the reason for all of this.</p> <p>9 The second thing is, you made a point of,</p> <p>10 okay, if I can get this great deal, I'll take</p> <p>11 it. I think this is all market driven, too,</p> <p>12 You know, I'm not going to go ahead and just do</p> <p>13 it because I can. If my folks are not going to</p> <p>14 stay in my building or are not going to rent</p> <p>15 from me, because I have no parking, it doesn't</p> <p>16 work. So there's going to have to be a back</p> <p>17 and forth of what works. It not just, it's</p> <p>18 cheaper for me not to do it, so I'm not going</p> <p>19 to do it. And then what, you don't have any</p> <p>20 tenants? So there's a whole series of back</p> <p>21 stories to this.</p> <p>22 MR. KINNEY: Well, let's go back to the</p> <p>23 Design and Innovation District. The one</p> <p>24 project we know that has moved quite a ways</p> <p>25 down the path, is that they're providing 80</p>

<p style="text-align: right;">Page 133</p> <p>1 spaces on-site, and the conversation is remote</p> <p>2 parking 130 spaces. I think that's a typical</p> <p>3 situation.</p> <p>4 They could have come in and said, "You</p> <p>5 know, we need 210 spaces. Let me buy 210</p> <p>6 spaces in the garage across the street."</p> <p>7 MR. TORRE: Your executives aren't going to</p> <p>8 stay there and you're not going to get a doctor</p> <p>9 to say, "I'm going to put my practice there,"</p> <p>10 because they're not going to be able to park</p> <p>11 there.</p> <p>12 MR. KINNEY: I think developers are going</p> <p>13 to be sensitive to those types of issues. And</p> <p>14 let's say they did come in and say we want to</p> <p>15 buy 210 spaces across the street, if the City</p> <p>16 knows that that garage is 75 percent full and</p> <p>17 there's only 120 spaces available, the City is</p> <p>18 not going to allow them to then go park 210</p> <p>19 spaces.</p> <p>20 I mean, there is a requirement on the City</p> <p>21 to get traffic counts, to get studies, and</p> <p>22 we've done that in the Village of Merrick Park</p> <p>23 area, so we know what's available, and we</p> <p>24 hopefully are not going to allow a developer to</p> <p>25 come in and ask for more than will work in the</p>	<p style="text-align: right;">Page 134</p> <p>1 district.</p> <p>2 CHAIRMAN AIZENSTAT: All right.</p> <p>3 MS. GARCIA: So I've been told that the</p> <p>4 City Manager is watching, and since this is</p> <p>5 more like his item, it is requested by him,</p> <p>6 he'd like to defer the item until the following</p> <p>7 meeting, when he will be able to be present.</p> <p>8 CHAIRMAN AIZENSTAT: So would the City like</p> <p>9 to go ahead and --</p> <p>10 MS. GARCIA: The City Manager wishes to</p> <p>11 defer the item.</p> <p>12 MS. CABRERA: If you all feel that there's</p> <p>13 still some confusion about the numbers and all</p> <p>14 of this, because it seems like there's some of</p> <p>15 that, then we could defer it and he would be</p> <p>16 present if you have questions.</p> <p>17 CHAIRMAN AIZENSTAT: The City would like to</p> <p>18 defer at this time this item?</p> <p>19 MS. CABRERA: If you feel that, you know,</p> <p>20 you need additional clarification before you</p> <p>21 vote on the item.</p> <p>22 CHAIRMAN AIZENSTAT: I was actually going</p> <p>23 to ask if anybody would like to make a motion.</p> <p>24 MR. TORRE: And I would do that. If the</p> <p>25 City wants a motion to move forward, we're</p>
<p style="text-align: right;">Page 135</p> <p>1 ready to go.</p> <p>2 MS. CABRERA: Okay.</p> <p>3 CHAIRMAN AIZENSTAT: It's up to you.</p> <p>4 MR. BEHAR: I think there's a lot of</p> <p>5 confusion, and I think that if we're being</p> <p>6 asked to defer the item, I --</p> <p>7 CHAIRMAN AIZENSTAT: That's what I want to</p> <p>8 make sure.</p> <p>9 MS. CABRERA: If you feel that you would</p> <p>10 benefit from having the City Manager here to</p> <p>11 perhaps explain portions of the item, because</p> <p>12 it seems to me, watching over there, that</p> <p>13 there's a lot of questions about the item, that</p> <p>14 I'm not sure that you feel comfortable in that</p> <p>15 you understand it completely, but that's just</p> <p>16 my perception.</p> <p>17 MR. BEHAR: From my personal, I understand</p> <p>18 what's being proposed. I'm clear about it.</p> <p>19 MR. WITHERS: But -- is there an and a or</p> <p>20 however?</p> <p>21 CHAIRMAN AIZENSTAT: No. I'm sensing that</p> <p>22 the City would like to defer this item to the</p> <p>23 next meeting.</p> <p>24 MR. REVUELTA: But if we're going to defer,</p> <p>25 should we make some comments or recommendations</p>	<p style="text-align: right;">Page 136</p> <p>1 of what we're expecting for them to come back</p> <p>2 with?</p> <p>3 CHAIRMAN AIZENSTAT: Well, my understanding</p> <p>4 is that, for a clearer explanation. Now we can</p> <p>5 always state some of our concerns, so that the</p> <p>6 City can come back and maybe answer those</p> <p>7 concerns or look at those concerns. I think</p> <p>8 that would be appropriate.</p> <p>9 MR. REVUELTA: I was thinking, when we go</p> <p>10 to the Board of Architects or any kind of Board</p> <p>11 of Architects, and the architect say, "Come</p> <p>12 back," I beg for, please, give me some</p> <p>13 guidance, give me some thoughts. That's what</p> <p>14 I'm relating to, right, something that happens</p> <p>15 to us at other Boards.</p> <p>16 MR. WITHERS: Can I make a motion to defer</p> <p>17 this, Mr. Chairman?</p> <p>18 CHAIRMAN AIZENSTAT: You would like to make</p> <p>19 a motion to defer it?</p> <p>20 MS. MIRO: Yeah, and I'd like to second</p> <p>21 that motion, because I think that it reads</p> <p>22 here, this whole process is to clarify the</p> <p>23 remote parking process, and I'm still very</p> <p>24 confused, so --</p> <p>25 CHAIRMAN AIZENSTAT: We have a motion and</p>

<p style="text-align: right;">Page 137</p> <p>1 we have a second to defer. Any discussion?</p> <p>2 MR. COLLER: Wait.</p> <p>3 CHAIRMAN AIZENSTAT: Go ahead, please.</p> <p>4 MR. COLLER: Are we -- I think we need to</p> <p>5 defer to a date certain.</p> <p>6 CHAIRMAN AIZENSTAT: To the next meeting.</p> <p>7 MR. WITHERS: The next meeting.</p> <p>8 MS. GARCIA: I think it's deferred to when</p> <p>9 the City Manager is available, I think it is --</p> <p>10 MR. COLLER: Okay. So then it would have</p> <p>11 to be re-advertised.</p> <p>12 MS. GARCIA: Exactly. Yeah.</p> <p>13 MR. COLLER: So it will be deferred to when</p> <p>14 the City Manager can come and make a</p> <p>15 presentation.</p> <p>16 CHAIRMAN AIZENSTAT: Is that okay that way?</p> <p>17 MR. COLLER: Yes, which means that it will</p> <p>18 have to be re-noticed and re-advertised,</p> <p>19 because we don't have a date certain at this</p> <p>20 point.</p> <p>21 MR. BEHAR: Is that okay with the City?</p> <p>22 MS. GARCIA: Correct.</p> <p>23 CHAIRMAN AIZENSTAT: Is that okay with the</p> <p>24 City?</p> <p>25 Suramy, you're okay with the City -- we'll</p>	<p style="text-align: right;">Page 138</p> <p>1 have to re-advertise or would the Manager like</p> <p>2 to come in at the next meeting?</p> <p>3 MS. CABRERA: I think he would make himself</p> <p>4 available for the next meeting.</p> <p>5 CHAIRMAN AIZENSTAT: Okay. That was my</p> <p>6 understanding.</p> <p>7 MS. CABRERA: That was my understanding</p> <p>8 with the phone call with him now.</p> <p>9 CHAIRMAN AIZENSTAT: So you'd like to do it</p> <p>10 to a time certain to the next meeting.</p> <p>11 MS. CABRERA: Yes.</p> <p>12 CHAIRMAN AIZENSTAT: That's the City's</p> <p>13 position.</p> <p>14 MR. COLLER: Okay.</p> <p>15 CHAIRMAN AIZENSTAT: We have a motion to</p> <p>16 defer to the next meeting.</p> <p>17 MR. COLLER: What's the date of that</p> <p>18 meeting?</p> <p>19 CHAIRMAN AIZENSTAT: Jill?</p> <p>20 THE SECRETARY: December 14th.</p> <p>21 MR. COLLER: So December 14th. So there</p> <p>22 would be no further notice, because we're</p> <p>23 giving the notice now.</p> <p>24 CHAIRMAN AIZENSTAT: Correct. So there's</p> <p>25 no advertisement that would be necessary.</p>
<p style="text-align: right;">Page 139</p> <p>1 So, Chip, that's your motion, to defer it</p> <p>2 to the next meeting, until the 14th --</p> <p>3 MR. WITHERS: It's your birthday; isn't it?</p> <p>4 CHAIRMAN AIZENSTAT: No.</p> <p>5 MS. MIRO: Fourteen days after mine.</p> <p>6 MR. WITHERS: I knew it was somebody's</p> <p>7 birthday.</p> <p>8 Yes, that's my motion.</p> <p>9 CHAIRMAN AIZENSTAT: Mine is close.</p> <p>10 Do we have a second?</p> <p>11 MS. MIRO: I second.</p> <p>12 CHAIRMAN AIZENSTAT: Any discussion? No?</p> <p>13 Call the roll, please.</p> <p>14 THE SECRETARY: Chip Withers?</p> <p>15 MR. WITHERS: Yes.</p> <p>16 THE SECRETARY: Venny Torre?</p> <p>17 MR. TORRE: Yes.</p> <p>18 THE SECRETARY: Luis Revuelta?</p> <p>19 MR. REVUELTA: Yes.</p> <p>20 THE SECRETARY: Claudia Miro?</p> <p>21 MS. MIRO: Yes.</p> <p>22 THE SECRETARY: Robert Behar?</p> <p>23 MR. BEHAR: Yes.</p> <p>24 THE SECRETARY: Eibi Aizenstat?</p> <p>25 MS. MIRO: Yes.</p>	<p style="text-align: right;">Page 140</p> <p>1 MR. COLLER: Mr. Chair, should we take a</p> <p>2 five-minute break for the court reporter?</p> <p>3 CHAIRMAN AIZENSTAT: Can we do a six,</p> <p>4 six-minute?</p> <p>5 MR. COLLER: Six minutes should be fine.</p> <p>6 MR. BEHAR: What is the next item?</p> <p>7 THE SECRETARY: Item G-2 and G-3 are related.</p> <p>8 MR. REVUELTA: I'm going to have to go.</p> <p>9 CHAIRMAN AIZENSTAT: Okay. If you have to</p> <p>10 go -- I think Claudia has to go, do we have a</p> <p>11 quorum? One, two, three -- we only have four</p> <p>12 left.</p> <p>13 MR. COLLER: We have a quorum.</p> <p>14 CHAIRMAN AIZENSTAT: We have a quorum.</p> <p>15 For the record, let's note that Claudia</p> <p>16 Miro is leaving the meeting and so is</p> <p>17 Luis Revuelta. Let's take a five-minute break,</p> <p>18 please.</p> <p>19 (Short recess taken.)</p> <p>20 CHAIRMAN AIZENSTAT: We're going to</p> <p>21 continue with the meeting, please. Thank you.</p> <p>22 So we are back in session. Mr. Coller, if</p> <p>23 you could please read the next item into the</p> <p>24 record.</p> <p>25 MR. COLLER: Item G-3, an Ordinance of the</p>