

Page 89

1 forward to the Commission with whatever  
 2 recommendation comes from tonight, it will be  
 3 the one that is printed in front of you right  
 4 now with those changes.  
 5 CHAIRMAN AIZENSTAT: Okay. Perfect.  
 6 MR. WITHERS: So I will vote for denial.  
 7 I'll make a motion to deny it, I guess.  
 8 CHAIRMAN AIZENSTAT: So Chip is making a  
 9 motion to deny as presented.  
 10 MR. TORRE: I'll second it.  
 11 CHAIRMAN AIZENSTAT: We have a second by  
 12 Venny.  
 13 Any discussion?  
 14 Call the roll, please.  
 15 THE SECRETARY: Luis Revuelta?  
 16 MR. REVUELTA: Yes.  
 17 THE SECRETARY: Venny Torre?  
 18 MR. TORRE: Yes.  
 19 THE SECRETARY: Chip Withers?  
 20 MR. WITHERS: Yes.  
 21 THE SECRETARY: Robert Behar?  
 22 MR. BEHAR: Yes.  
 23 THE SECRETARY: Claudia Miro?  
 24 She stepped out.  
 25 Eibi Aizenstat?

Page 91

1 payment in lieu, and a payment in lieu is,  
 2 you're paying out of the requirement, that you  
 3 can pay out of your requirement as much as you  
 4 want. Those are three options, as far as  
 5 providing parking or meeting the parking  
 6 requirements.  
 7 So back when this was amended last, which  
 8 was last year -- it was part of the Zoning Code  
 9 update -- the intent was that there would be a  
 10 fee associated with each remote parking space  
 11 that you're remote parking. And, then, in  
 12 addition to that fee, if you decide to pay out  
 13 of the requirement, then you pay again, and  
 14 that's, you're out of the requirement for life.  
 15 Now, when that was drafted in the Zoning  
 16 Code update, for whatever reason, it wasn't as  
 17 clear as what the intent was. So now that  
 18 we're starting to get more remote parking  
 19 requests, we're looking at this and we're  
 20 making some changes, according to what the  
 21 intent originally was.  
 22 So I have Kevin Kinney here, our Parking  
 23 Director, for any questions.  
 24 MR. KINNEY: Mostly to answer questions, I  
 25 would say. I think Jennifer --

Page 90

1 CHAIRMAN AIZENSTAT: Yes. Thank you.  
 2 Next item on the agenda, please.  
 3 MR. COLLER: Item G-2, an Ordinance of the  
 4 City Commission of Coral Gables, Florida  
 5 providing for text amendments to the City of  
 6 Coral Gables Official Zoning Code, Article 10,  
 7 "Parking," Section 10-109, "Payment in Lieu and  
 8 Remote Off-Street Parking," to clarify remote  
 9 parking processes and fee structure, providing  
 10 for severability, repeater, codification, and  
 11 an effective date.  
 12 Item G-2, public hearing.  
 13 MS. GARCIA: Thank you.  
 14 Jennifer Garcia, City Planner. I have a  
 15 few slides that they should have. Perfect.  
 16 And this is also in your Staff report, as well.  
 17 So, right now, there are three ways to park  
 18 cars. Option one is the way that we're most  
 19 likely used to, that you park it on-site. You  
 20 meet your minimum parking requirements on-site.  
 21 Another option is the remote parking. So  
 22 the remote parking is when you're parking all  
 23 or an amount of parking -- amount of spaces  
 24 remotely, within a thousand feet, okay.  
 25 And then the third option you have is the

Page 92

1 CHAIRMAN AIZENSTAT: Would you state your  
 2 name and position?  
 3 MR. KINNEY: Kevin Kinney. I'm the Parking  
 4 Director for the City of Coral Gables.  
 5 Just a minor couple of minor tweaks to what  
 6 Jennifer said. Yes, is a payment in lieu,  
 7 although we do not give applicants carte  
 8 blanche on deciding how many spaces they can  
 9 buy out of. That is something, in the City  
 10 Code, once you go over 25 spaces. It does have  
 11 to be reviewed, and if the system can't handle  
 12 somebody buying out of a hundred parking  
 13 spaces, it won't be allowed. So it is an  
 14 option, but it has to work in the system.  
 15 And since we had some conversation about  
 16 Miracle Mile, I will just mention -- and  
 17 Jennifer mentioned, also -- that we have  
 18 prohibited development of parking on Miracle  
 19 Mile, and one of the reasons we can do that  
 20 comfortably is, within a hundred feet of  
 21 Miracle Mile, I have 3,000 parking spaces  
 22 available, and, currently, even at peak, we are  
 23 not hitting 50 or 60 percent occupancy. So  
 24 there is capacity there.  
 25 We still review any request for remote

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

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.

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.

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

1 different when we talk about requirements and  
 2 the payment in lieu is, for example, at Village  
 3 of Merrick Park, you are not only paying into  
 4 the system \$10,000, but you have to pay monthly  
 5 for the parking space. So that is covering for  
 6 this development.  
 7 CHAIRMAN AIZENSTAT: Let's talk about City  
 8 wide. Let's look at City wide. 12,500 City  
 9 wide.  
 10 MR. KINNEY: Right.  
 11 CHAIRMAN AIZENSTAT: If it costs a  
 12 developer, right -- let's just take a number at  
 13 \$35,000 -- why are we only asking for 12,500?  
 14 Why would a developer even want to provide  
 15 parking?  
 16 MR. KINNEY: Most of the developments  
 17 happening City wide, the developers are  
 18 providing parking.  
 19 CHAIRMAN AIZENSTAT: Are not?  
 20 MR. KINNEY: No, they are.  
 21 CHAIRMAN AIZENSTAT: They are.  
 22 MR. KINNEY: They're choosing to provide  
 23 parking.  
 24 Now, here's kind of the thought process.  
 25 If they did buy into it, it would be 12,500,

1 MR. KINNEY: Well, I will tell you, we  
 2 established the number for Miracle Mile based  
 3 on calculations done by an appraiser, so that  
 4 we would not go cross-wise with law.  
 5 MR. TORRE: What I'm hearing, and what I  
 6 think this goes to is that second payment,  
 7 which I had never heard of, and some the things  
 8 you're adding is that we must make it work or  
 9 we -- I had not understood, I guess, that the  
 10 condition of remote parking had to be, in a  
 11 City situation, if we could handle you, as  
 12 opposed to if I can find parking, that --  
 13 right.  
 14 So, you're saying, my lease expires, and  
 15 I'm nowhere able to find more spots, and I  
 16 can't ask you for those spots, I've got to give  
 17 you more money. That's new for me.  
 18 MR. KINNEY: Well, no. The Commission can  
 19 approve remote parking in a City facility.  
 20 It's not happened very many times, but it has  
 21 happened. Typically -- and we need to step  
 22 back here. The reason the number is anything  
 23 over 25 spaces is, we recognize that we would  
 24 like to help and encourage the smaller  
 25 developments, because even if they're not on

1 that supports the public parking system.  
 2 CHAIRMAN AIZENSTAT: Okay.  
 3 MR. KINNEY: They would then either find  
 4 remote parking or they would build their own  
 5 parking or some combination of both.  
 6 If they had purchased remote parking and  
 7 then later got in a situation where they would  
 8 not -- could not provide the parking, they have  
 9 to pay it a second time. So their total cost  
 10 at that point is 25,000.  
 11 But what we're going to be reviewing is  
 12 whether it's feasible, in a specific situation.  
 13 Right now we're building 450 spaces on Minorca.  
 14 If there were a development close to there,  
 15 there may be capacity in the system to support  
 16 some remote parking.  
 17 The idea behind remote parking is so that  
 18 the developments can reach a higher quality, so  
 19 you don't have to build a big box and then your  
 20 development on top of the box.  
 21 CHAIRMAN AIZENSTAT: For me, I understand  
 22 the theory behind it, and it makes sense. I  
 23 just think it's quite a bit of a discount to a  
 24 developer at the pricing structure. That's  
 25 just me.

1 the Mile, you can't really develop a 2,500  
 2 (sic) square foot lot, at any height,  
 3 without --  
 4 MR. TORRE: Parking --  
 5 MR. KINNEY: Your site doesn't allow for  
 6 parking.  
 7 MR. TORRE: What you said confuses me. You  
 8 said, "Unless we can make it work." I don't  
 9 quite understand, when you say, unless the City  
 10 can make it work. What does that ultimately  
 11 mean?  
 12 MR. KINNEY: Well, okay, we have to look at  
 13 the parking -- the system as a whole. Now,  
 14 make it work may be, there's a private garage  
 15 next door that has capacity, where you can get  
 16 a long-term agreement.  
 17 MR. TORRE: So does that mean proof to you  
 18 that we're able to find parking? That's making  
 19 it work?  
 20 MR. KINNEY: Yes.  
 21 MR. TORRE: Okay. So if we can find  
 22 parking, five years later, I give you another  
 23 lease, as long as that keeps going --  
 24 MR. KINNEY: Well, I believe the Zoning  
 25 Code currently requires an annual

1 certification --  
 2 MS. GARCIA: At least, yeah.  
 3 MR. TORRE: As long as the concurrent lease  
 4 is in place --  
 5 MR. KINNEY: Yes.  
 6 MR. TORRE: -- and that could go  
 7 indefinitely?  
 8 MR. KINNEY: And the only reason to even  
 9 talk about the second payment is if a developer  
 10 gets in a situation where there's no  
 11 alternative or they can't find an alternative.  
 12 MR. BEHAR: So, at that point, they would  
 13 pay the City 25,000 per space?  
 14 MR. KINNEY: They would pay whatever the  
 15 original number is.  
 16 CHAIRMAN AIZENSTAT: An additional same  
 17 number.  
 18 MR. KINNEY: So if they paid 10,000 --  
 19 well, let's say they were at Village of Merrick  
 20 Park. They paid 10,000. Later, they find out  
 21 that they can no longer get the spaces that  
 22 they entered into the agreement with, and  
 23 there's no alternative, they would pay a second  
 24 10,000, and, then, at that point, essentially  
 25 the City would probably have to tap into the

1 going to make the system work.  
 2 MR. BEHAR: Maybe you have these facts,  
 3 maybe you don't, annually, a space in a garage,  
 4 what is the revenue that you get from that  
 5 space?  
 6 CHAIRMAN AIZENSTAT: One space.  
 7 MR. BEHAR: After your expenses, okay,  
 8 because in order for me to calculate that, you  
 9 know, you're going to pay in ten years --  
 10 MR. KINNEY: I'll use a word that outside  
 11 of this room I never said it, our profit --  
 12 MR. REVUELTA: You're on TV.  
 13 MR. KINNEY: -- our profit on a space is  
 14 probably about \$1,500 a year.  
 15 MR. BEHAR: Okay. So your profit. So it  
 16 would take us, today, 20 years, 25 years to pay  
 17 for that space?  
 18 MR. KINNEY: Not if half of it was paid off  
 19 with the payment in lieu.  
 20 MR. BEHAR: You know, -- listen, I --  
 21 CHAIRMAN AIZENSTAT: I just don't see it  
 22 that way. On the financial end, I just don't  
 23 see it that way.  
 24 MR. BEHAR: I'm trying to look at it to  
 25 encourage more development, especially in the

1 400 spaces we have some control over.  
 2 CHAIRMAN AIZENSTAT: But isn't the idea of  
 3 this to also fund parking for the City to  
 4 build?  
 5 MR. KINNEY: Yes.  
 6 CHAIRMAN AIZENSTAT: So how --  
 7 MR. KINNEY: I mean, we believe in a robust  
 8 public parking system being the most efficient  
 9 way to manage parking.  
 10 CHAIRMAN AIZENSTAT: Which I agree, but  
 11 then how does the City charge less than what it  
 12 will cost them to build even in the future?  
 13 MR. KINNEY: Well, but the initial  
 14 payment -- the payment in lieu has never been  
 15 intended to cover the cost. If you come to us  
 16 and you're renting space, we're obtaining  
 17 revenue through that stream, also.  
 18 CHAIRMAN AIZENSTAT: Understood.  
 19 MR. KINNEY: I mean, if you looked at our  
 20 system, essentially we hope to pay off or raise  
 21 revenue to the point where every facility is in  
 22 the black within ten years, which is a fairly  
 23 high bar for most public parking systems.  
 24 So, yes, the initial payment helps us, but  
 25 it is the recurring permit payment that is

1 Mile, that remote parking is the right way to  
 2 go, because there's no other option.  
 3 CHAIRMAN AIZENSTAT: Which we want to  
 4 encourage. I want to encourage that, but I  
 5 just think the City fee is very low.  
 6 MR. BEHAR: And, actually, in the Mile, you  
 7 really should not maybe even require parking,  
 8 if you're on Miracle Mile.  
 9 MR. REVUELTA: No. No. You have to park  
 10 remote parking.  
 11 MR. TORRE: You need to get a finance guy  
 12 to tell you whether the amortized \$35,000 over  
 13 -- for the bond over 20 to 30 years, does  
 14 \$1,500 cover the debt and I'm not sure I know  
 15 the answer.  
 16 Here's a question, and maybe -- I'm still  
 17 confused. Let's pretend it's a hundred parking  
 18 spaces you're required to have. My  
 19 understanding is, 25 of those have to be  
 20 purchased. You have to pay out, no matter  
 21 what, 25, at \$10,000 a pop. The other 75, I  
 22 can go remote parking and lease my spaces and  
 23 give you the lease, and I'm good to go. Is  
 24 that an option, pay down my 25 required, give  
 25 you 10,000 times 25 -- give you \$250,000, the

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 --

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,

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

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.

1 CHAIRMAN AIZENSTAT: Is that correct?  
 2 MR. KINNEY: Yes.  
 3 MS. GARCIA: You're forced to do the  
 4 payment in lieu option.  
 5 MR. TORRE: Correct.  
 6 CHAIRMAN AIZENSTAT: But for the double  
 7 amount?  
 8 MR. TORRE: There you go. That's the right  
 9 term. The fourth, payment in lieu, but I  
 10 always thought it was 10,500, never a double --  
 11 never the second payment.  
 12 MS. GARCIA: Well, because now we're  
 13 clarifying that there is a fee associated with  
 14 the remote parking, and the payment in lieu is  
 15 paid at the end to get out of the requirement  
 16 altogether.  
 17 CHAIRMAN AIZENSTAT: But in his example,  
 18 which is a great example, if you're able to  
 19 satisfy 75 percent at the beginning, you're not  
 20 paying anything?  
 21 MR. KINNEY: Right.  
 22 CHAIRMAN AIZENSTAT: And, then, when he  
 23 goes ahead --  
 24 MS. GARCIA: No. You're paying for a  
 25 remote parking space, though.

1 it.  
 2 They're constructing 80 spaces. They're  
 3 remote parking 130. They would -- in that  
 4 situation, they would pay us for the 130 just  
 5 for the right to remote park and they would  
 6 contract with the provider for the remote  
 7 parking, and if they ever lost those spaces,  
 8 they would have to come back and pay us a  
 9 second time for the 130.  
 10 MR. BEHAR: So right now they're paying you  
 11 the 10,000 for those 130, 1.3 million dollars  
 12 --  
 13 MR. KINNEY: Under this Code, that's what  
 14 it is.  
 15 MR. BEHAR: -- under this, and, then, if in  
 16 the future, you know, in two years, three  
 17 years, they cannot renew those leases where  
 18 they are providing it, they have to come and  
 19 pay you another \$10,000 per space?  
 20 MR. KINNEY: Because they can't meet their  
 21 obligation.  
 22 And at that point, the City would have to  
 23 decide whether we would dip into our 400  
 24 spaces.  
 25 MR. TORRE: So just to be clear --

1 CHAIRMAN AIZENSTAT: Only on the 25  
 2 percent.  
 3 MS. GARCIA: Correct.  
 4 MR. TORRE: To somebody, could be  
 5 anybody --  
 6 CHAIRMAN AIZENSTAT: It could be anybody.  
 7 He can be paying --  
 8 MS. GARCIA: No. For anything that you're  
 9 remote parking, you're paying for like each  
 10 space.  
 11 MR. TORRE: Yeah, but that could be Ocean  
 12 Bank or The Hyatt or anybody.  
 13 MS. GARCIA: No. You're paying the City  
 14 for the ability to remote park.  
 15 MR. BEHAR: So you're paying -- in the  
 16 Innovative Design District, for remote parking,  
 17 you're saying I'm paying, from the get-go,  
 18 10,000 per space to be able to go lease it  
 19 somewhere else?  
 20 At the time that I have to renew that  
 21 lease, if I don't -- I cannot renew the lease,  
 22 I would have to pay the additional 10,000?  
 23 MR. KINNEY: Okay. We're actually going  
 24 through one of these in the Design District  
 25 right now, so let me kind of walk you through

1 CHAIRMAN AIZENSTAT: That's a great deal.  
 2 MR. TORRE: -- everybody in Miracle Mile  
 3 has got to do remote parking. Everybody is  
 4 going to pay you 5,000 times whatever parking  
 5 they're required? That's just a must. There's  
 6 no way around it, right? Everybody would have  
 7 to pay the remote parking fee?  
 8 MR. KINNEY: Well, we have an interesting  
 9 situation, when you're talking about Miracle  
 10 Mile, because they get the ground floor without  
 11 parking.  
 12 MR. TORRE: For the required parking.  
 13 MR. KINNEY: Yeah, the requirement is going  
 14 to be smaller.  
 15 MR. TORRE: But there's no way around  
 16 having to pay into the remote parking fee?  
 17 MR. KINNEY: No.  
 18 MR. TORRE: They must put that into your  
 19 proposed --  
 20 MR. REVUELTA: For a hundred percent of the  
 21 parking that you need.  
 22 MR. TORRE: That you need.  
 23 MR. REVUELTA: I still don't understand  
 24 where the 25 comes in, because it seems to me  
 25 that, in any district, any which way, you've

1 got to pay the City the going amount.  
 2 MS. GARCIA: What's the 25 that you're  
 3 referring to?  
 4 MR. REVUELTA: I'm sorry?  
 5 MS. GARCIA: What's the 25 that you're  
 6 referring to?  
 7 MR. REVUELTA: The 25 spaces that he was  
 8 mentioning --  
 9 CHAIRMAN AIZENSTAT: The 25 percent --  
 10 MR. REVUELTA: No, the 25 spaces.  
 11 MR. KINNEY: That's what triggers the  
 12 review. Anything over 25 spaces triggers a  
 13 review, so the City has an opportunity to say,  
 14 you know, in this case, it will not work.  
 15 CHAIRMAN AIZENSTAT: But in the example  
 16 that you just gave, the person is going to pay  
 17 the City one million three hundred thousand  
 18 dollars on the 130 spaces.  
 19 MR. KINNEY: Yes.  
 20 CHAIRMAN AIZENSTAT: If the person had to  
 21 build those 130 spaces, they would be paying  
 22 four million five hundred and fifty thousand  
 23 dollars. I still go back to, it's a great  
 24 deal, for the developer. Why is the City not  
 25 charging more money on that? Sorry.

1 Code, so already you're paying a hundred  
 2 percent of those remote spaces.  
 3 So what this is doing is, it's tying each  
 4 space fee to the remote parking that you're  
 5 actually responsible for.  
 6 MR. WITHERS: So what percentage of your  
 7 parking can you do in lieu of? If you needed a  
 8 hundred spots, can you do all 100?  
 9 MR. KINNEY: Well, it actually depends  
 10 on -- on the Mile, you're required to remote  
 11 park everything.  
 12 CHAIRMAN AIZENSTAT: Understood, but let's  
 13 go away from the Mile.  
 14 MR. WITHERS: Let's go away from the Mile.  
 15 Outside of Miracle Mile --  
 16 CHAIRMAN AIZENSTAT: Let's do City wide.  
 17 MR. KINNEY: In the Design and Innovation  
 18 District, there may be somebody who comes in  
 19 and asks to remote park a hundred percent of  
 20 it. It hasn't happened yet, but it may happen.  
 21 CHAIRMAN AIZENSTAT: But it's a great deal  
 22 for it to happen.  
 23 MR. WITHERS: Yeah, it's a great deal for  
 24 it to happen. So what does it cost to rent a  
 25 spot in Coral Gables if you have to go and

1 MR. TORRE: I'm sure that you only had to  
 2 buy down 25 percent of your needs. That's how  
 3 I remember it.  
 4 MS. GARCIA: Currently, yes. Currently the  
 5 Zoning Code --  
 6 MR. TORRE: You're saying, that's being  
 7 wiped away.  
 8 MS. GARCIA: Yes.  
 9 MR. TORRE: So it's no longer -- 25 percent  
 10 is the minimum. You must pay the entire  
 11 required?  
 12 MS. GARCIA: Yes. Correct.  
 13 MR. TORRE: Is this --  
 14 MS. GARCIA: Because the 25 percent was  
 15 tied to the required parking. It wasn't tied  
 16 to the remote parking. So it's kind of  
 17 confusing as far as why is it tied to the  
 18 required parking. So depending on how much  
 19 you're going to remote park, how much you were  
 20 actually going to pay for the fee of remote  
 21 park, if that makes sense. Like if you had a  
 22 hundred spaces that you're required to have,  
 23 and you're remote parking 25 percent of that,  
 24 you're already required to have 25 percent of  
 25 your required parking, with today's Zoning

1 lease one to remote park?  
 2 MR. TORRE: 130, 140.  
 3 MR. WITHERS: A month?  
 4 CHAIRMAN AIZENSTAT: How much?  
 5 MR. TORRE: 130 -- 120, 130, 140.  
 6 CHAIRMAN AIZENSTAT: Venny, could you speak  
 7 into the mike?  
 8 MR. TORRE: Between a hundred and \$150 a  
 9 month per space.  
 10 MR. WITHERS: So what's that, 1,500 bucks a  
 11 year or so?  
 12 MR. KINNEY: Per spot.  
 13 If you did a hundred spaces, you know, it  
 14 would be 10,000 or \$11,000 a month.  
 15 CHAIRMAN AIZENSTAT: Why are you going to  
 16 build a parking?  
 17 MR. WITHERS: Well, no, I'm just trying to  
 18 figure out how long, by the time you pay your  
 19 lease fee, is it more advantageous for you just  
 20 to pay the entire amount upfront, which it  
 21 probably is, if you don't ever have to pay for  
 22 parking again? I mean --  
 23 MS. GARCIA: Well, that second payment in  
 24 lieu fee has to be reviewed by Kevin and his  
 25 team.

1 MR. WITHERS: I understand, but still, I  
 2 mean, 1.3 million to totally eliminate a  
 3 hundred spot parking requirement is a pretty --  
 4 MR. KINNEY: Right, but then the hundred  
 5 spots are going to cost you \$130,000 a year.  
 6 MR. REVUELTA: One time.  
 7 MR. KINNEY: No. No. No. Annually.  
 8 MR. WITHERS: Wait. Run that by me again.  
 9 I'm sorry, I misunderstood. I thought, if you  
 10 bought the spots --  
 11 MR. REVUELTA: I thought it was a one time.  
 12 MR. TORRE: You still have to pay somebody  
 13 for your use of the spot.  
 14 MS. GARCIA: They're doing the remote  
 15 parking.  
 16 MR. TORRE: You bought yourself the remote  
 17 parking option.  
 18 MR. WITHERS: Right.  
 19 MR. TORRE: Now you still have to go rent  
 20 the spaces for you to park.  
 21 MR. WITHERS: But if you wanted to pay --  
 22 buy a spot in lieu of remote parking, you can't  
 23 do that?  
 24 MS. GARCIA: Yes. If Kevin can -- you pay  
 25 again, right, the same fee, 12,000 --

1 CHAIRMAN AIZENSTAT: No. No. But what  
 2 alternative --  
 3 MR. TORRE: You still have to park your  
 4 office workers and your folks living in the  
 5 building. You have to park them, unless  
 6 nobody's coming in a car.  
 7 MR. KINNEY: That's why we're saying, you  
 8 have to come in with proof that you have the  
 9 remote parking, and the penalty is, if you fail  
 10 to do what your obligation is.  
 11 MR. WITHERS: But that doesn't relieve you  
 12 of the responsibility of parking?  
 13 MR. KINNEY: No.  
 14 MR. BEHAR: Forget about what the market  
 15 may require or not, it's what the Code is  
 16 enforcing.  
 17 MR. WITHERS: I get it now.  
 18 MR. BEHAR: I don't see, in the Gables, any  
 19 development, new project, whether it's  
 20 Residential or Office, to be viable without,  
 21 you know, providing any parking. This is not  
 22 what you see in the City of Miami Downtown.  
 23 But, you know, I -- and I want to be very  
 24 careful, because I think it's a good thing for  
 25 the development, yes. It's a great option to

1 MR. WITHERS: So you're paying \$20,000?  
 2 MS. GARCIA: Right.  
 3 MR. WITHERS: So you're paying 2.5  
 4 million --  
 5 MR. KINNEY: But that's not your choice. I  
 6 mean, if you get to the point where you cannot  
 7 meet your obligation. Your obligation is to  
 8 have remote parking.  
 9 MR. WITHERS: I'm sorry, I can't meet my  
 10 obligation.  
 11 MR. KINNEY: Then you have to pay the  
 12 double.  
 13 MR. WITHERS: Yeah, so I come to you one  
 14 day and I say, "I can't meet my obligation. I  
 15 want to pay for all 100 spots. Here's  
 16 two-and-a-half million bucks."  
 17 MR. TORRE: But I don't think he's saying  
 18 that you're going to get a spot after that.  
 19 You still have to go out --  
 20 MR. KINNEY: You may have a building you  
 21 can't lease.  
 22 CHAIRMAN AIZENSTAT: So what do you do?  
 23 You're going to demolish the building?  
 24 MR. KINNEY: I'm not the developer. The  
 25 developer --

1 have.  
 2 CHAIRMAN AIZENSTAT: What I'd like to do is  
 3 to see if we have any speakers before we  
 4 continue, if you're done with the presentation.  
 5 Thank you.  
 6 Jill, do we have any speakers for this  
 7 item?  
 8 THE SECRETARY: Mr. Holmes.  
 9 CHAIRMAN AIZENSTAT: Welcome back,  
 10 Mr. Holmes.  
 11 MR. HOLMES: Thanks. You're very nice. I  
 12 appreciate that.  
 13 And I've got to tell you something, I think  
 14 I'm going to have sweet dreams tonight, maybe,  
 15 because I was afraid that --  
 16 CHAIRMAN AIZENSTAT: Can you state your  
 17 name, for the record, again, please and your  
 18 address?  
 19 MR. HOLMES: Thank you.  
 20 So my name is Jackson Rip Holmes. I live  
 21 at 35 Sidonia Avenue, Coral Gables. I'm a  
 22 property owner on Miracle Mile. So, again, you  
 23 already have the feeling I'm defensive for  
 24 parking on Miracle mile, because if there is no  
 25 parking, there's no money, and even the City



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 --

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

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

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,

1 the current requirement that anything over 25  
 2 spaces does have to be reviewed. So the City  
 3 could deny a payment in lieu of something over  
 4 25 spaces, if it, essentially, did not make  
 5 sense.  
 6 MR. GARCIA-SERRA: Okay.  
 7 MR. COLLER: Just a clarification. When  
 8 you say that the City could deny, you mean the  
 9 City Commission?  
 10 MR. KINNEY: Yes.  
 11 MR. COLLER: In other words, if it's 25 or  
 12 less; then it can be approved administratively.  
 13 If it's more 25 spaces, then it's got to go to  
 14 a public hearing; is that correct?  
 15 MR. KINNEY: Yes.  
 16 CHAIRMAN AIZENSTAT: Thank you for the  
 17 clarification.  
 18 Do we have any other speakers?  
 19 THE SECRETARY: No.  
 20 CHAIRMAN AIZENSTAT: Any on Zoom?  
 21 THE SECRETARY: No.  
 22 CHAIRMAN AIZENSTAT: Any on the phone  
 23 platform?  
 24 MS. GARCIA: No.  
 25 CHAIRMAN AIZENSTAT: At this time, I'll go

1 MR. KINNEY: I am only a recovering  
 2 attorney, I am no longer practicing, but that  
 3 is something that -- I think it would be the  
 4 rate existing at the time.  
 5 MR. REVUELTA: But to your question, is  
 6 there a escalation rate?  
 7 MR. WITHERS: Yeah. Five years from now,  
 8 if I lose my ability and I have to pay the --  
 9 MR. REVUELTA: My question is, is there an  
 10 escalation rate or is this a fixed number?  
 11 MR. COLLER: So I think I understand this  
 12 part. The actual fee is not part of the Zoning  
 13 Code. The fee is part of the City Code. Is  
 14 that correct?  
 15 MR. KINNEY: Yes.  
 16 MR. COLLER: And the fee, pursuant to the  
 17 Code, is set by a Resolution; is that right?  
 18 MR. KINNEY: Yes.  
 19 MR. COLLER: So if the Resolution over time  
 20 gets changed, and it would be up to the City  
 21 Commission to change that amount, then, if at  
 22 the time you find yourself without spaces, then  
 23 whatever the Resolution then provides, that's  
 24 what the cost would be.  
 25 MR. WITHERS: Okay.

1 ahead and close it for public comment.  
 2 MR. WITHERS: I just have two questions.  
 3 How did you come up with the number, 10,000,  
 4 12,000? How was that --  
 5 MR. KINNEY: At the time of the Zoning  
 6 Code, Development Services or the City  
 7 Manager's Office, I'm not sure which, hired an  
 8 appraiser to come up with the numbers.  
 9 MR. WITHERS: Okay. And so do I lock that  
 10 number in? If five years from now I lose my  
 11 remote parking, do I pay the current cost --  
 12 I'm assuming it's going to rise -- or do I pay  
 13 the number that I originally locked in at five  
 14 years earlier?  
 15 MR. KINNEY: As opposed to, if five years  
 16 from now the rate is --  
 17 MR. WITHERS: I mean, I'm sure that \$10,000  
 18 figure might be \$15,000 five years from now.  
 19 I'm assuming it's going to be looked at and  
 20 adjusted. So do I lock myself in at the  
 21 current rate or am I paying a future rate when  
 22 it comes time to pay up?  
 23 (Simultaneous speaking.)  
 24 MR. REVUELTA: You're buying futures in the  
 25 stock market.

1 CHAIRMAN AIZENSTAT: That makes sense.  
 2 MR. REVUELTA: Does that mean that there's  
 3 an automatic escalation rate?  
 4 MR. KINNEY: No, but it is reviewed and  
 5 changed by the Commission.  
 6 MR. REVUELTA: Should there be an  
 7 escalation rate?  
 8 MR. KINNEY: Our experience with kind of  
 9 automatic escalations is not real good, but we  
 10 do, annually, at the budget, review all fees,  
 11 and if it's appropriate to change the fee at  
 12 budget time, that happens, on a regular basis.  
 13 MR. REVUELTA: It would happen on a yearly  
 14 basis?  
 15 MR. KINNEY: Yes. There is at least the  
 16 review every year.  
 17 MR. REVUELTA: Is there a limit right now  
 18 in the City of what's the minimum amount of  
 19 spaces, if I'm developer, that I need to  
 20 provide of my required parking or there's not?  
 21 MR. KINNEY: No. The Code allows  
 22 discussion of up to a hundred percent, but  
 23 anything over 25 spaces will be reviewed, and  
 24 it's a Conditional Use.  
 25 MR. REVUELTA: And there's no condition in

1 terms of distance? For example, other cities  
 2 have --  
 3 MR. KINNEY: Yes. There is. It's a  
 4 thousand feet.  
 5 MR. REVUELTA: Okay. Some cities say, you  
 6 have to provide a minimum of "X" amount of  
 7 spaces of the required parking, and then you  
 8 can buy the rest, figure it out.  
 9 MS. GARCIA: So there is a minimum of ten  
 10 remote parking spaces. If you have less than  
 11 ten, then you can talk to Kevin about possibly  
 12 paying out of the system.  
 13 MR. REVUELTA: But if I'm doing a project,  
 14 let's say, for 200 spaces, and I say, I want to  
 15 deal, I can just park remotely, pay the City,  
 16 and not spend thirty, forty thousand dollars on  
 17 my parking garage, because I'm dealing with  
 18 height and this and that and the other and I  
 19 don't want to do a basement, or the City  
 20 doesn't take the position, okay, you're  
 21 required 200 spaces, you have to provide a  
 22 minimum because we know that you're going to be  
 23 able to fix "X" within your property, and,  
 24 then, after that, we can talk about what you  
 25 can buy?

1 say near Village of Merrick Park somebody needs  
 2 200 spaces. They may come to the City, but  
 3 because it's more than 25, it's going to be  
 4 reviewed, and the City may say, you know,  
 5 you've got room on your site. We know there's  
 6 a garage across the street, but we don't think  
 7 you should park 200 spaces there, maybe a  
 8 hundred, and you need to provide -- that  
 9 conversation will be had. I mean, just because  
 10 it's coming in, doesn't mean the City is going  
 11 the allow it.  
 12 MR. REVUELTA: But the fact that, as an  
 13 architect, we have to read Codes and all of  
 14 that, and then refer back to the developers or  
 15 our clients, if the Code doesn't say anything,  
 16 I have to tell you that the conversation goes  
 17 on and on and on. So I don't know how the rest  
 18 of the Board feels, but I think a certain  
 19 distance and a certain minimum amount required  
 20 per project, could be healthy, and then you  
 21 have the conversation whether the amounts are  
 22 too low or not.  
 23 MR. TORRE: So that goes to two points.  
 24 One is, the development of small sites, you  
 25 cannot really have a minimum, because at that

1 But if the City doesn't have a minimum  
 2 requirement for the spaces that you have to  
 3 provide in a development, it opens up the door  
 4 for the discussion and the questions that have  
 5 been asked, that the developer begins to  
 6 questions, what's my best deal.  
 7 MS. GARCIA: Well, remember, the remote  
 8 parking, in general, is a Conditional Use  
 9 request. So if the Commission or Staff has  
 10 gone through the review process, doesn't feel  
 11 like you're providing enough on-site parking,  
 12 that you're in an area that has a lot of, you  
 13 know, on-street parking or, you know, garages  
 14 or such, I think the recommendation would  
 15 probably not be favorable.  
 16 MR. REVUELTA: Well, I'm thinking of other  
 17 areas obviously than the Mile, right. So I  
 18 think it's healthy to have the minimum amount  
 19 of parking spaces -- healthy for the City to  
 20 say, "Developer, you need to provide a minimum  
 21 amount of parking spaces within your  
 22 development, and the rest then you can --"  
 23 MR. KINNEY: Well, I think that  
 24 conversation is going to be had. You mentioned  
 25 a development that requires 200 spaces. Let's

1 point you're lifting up the building and it  
 2 doesn't work, and I think the whole point is to  
 3 try to get some things on Ponce, some things on  
 4 the Mile, some things other places, that the  
 5 land is worth more than the building. You'd  
 6 have to knock something down without parking by  
 7 waivers, you can't do it. So that's really  
 8 part of the reason for all of this.  
 9 The second thing is, you made a point of,  
 10 okay, if I can get this great deal, I'll take  
 11 it. I think this is all market driven, too,  
 12 You know, I'm not going to go ahead and just do  
 13 it because I can. If my folks are not going to  
 14 stay in my building or are not going to rent  
 15 from me, because I have no parking, it doesn't  
 16 work. So there's going to have to be a back  
 17 and forth of what works. It not just, it's  
 18 cheaper for me not to do it, so I'm not going  
 19 to do it. And then what, you don't have any  
 20 tenants? So there's a whole series of back  
 21 stories to this.  
 22 MR. KINNEY: Well, let's go back to the  
 23 Design and Innovation District. The one  
 24 project we know that has moved quite a ways  
 25 down the path, is that they're providing 80

1 spaces on-site, and the conversation is remote  
 2 parking 130 spaces. I think that's a typical  
 3 situation.  
 4 They could have come in and said, "You  
 5 know, we need 210 spaces. Let me buy 210  
 6 spaces in the garage across the street."  
 7 MR. TORRE: Your executives aren't going to  
 8 stay there and you're not going to get a doctor  
 9 to say, "I'm going to put my practice there,"  
 10 because they're not going to be able to park  
 11 there.  
 12 MR. KINNEY: I think developers are going  
 13 to be sensitive to those types of issues. And  
 14 let's say they did come in and say we want to  
 15 buy 210 spaces across the street, if the City  
 16 knows that that garage is 75 percent full and  
 17 there's only 120 spaces available, the City is  
 18 not going to allow them to then go park 210  
 19 spaces.  
 20 I mean, there is a requirement on the City  
 21 to get traffic counts, to get studies, and  
 22 we've done that in the Village of Merrick Park  
 23 area, so we know what's available, and we  
 24 hopefully are not going to allow a developer to  
 25 come in and ask for more than will work in the

1 ready to go.  
 2 MS. CABRERA: Okay.  
 3 CHAIRMAN AIZENSTAT: It's up to you.  
 4 MR. BEHAR: I think there's a lot of  
 5 confusion, and I think that if we're being  
 6 asked to defer the item, I --  
 7 CHAIRMAN AIZENSTAT: That's what I want to  
 8 make sure.  
 9 MS. CABRERA: If you feel that you would  
 10 benefit from having the City Manager here to  
 11 perhaps explain portions of the item, because  
 12 it seems to me, watching over there, that  
 13 there's a lot of questions about the item, that  
 14 I'm not sure that you feel comfortable in that  
 15 you understand it completely, but that's just  
 16 my perception.  
 17 MR. BEHAR: From my personal, I understand  
 18 what's being proposed. I'm clear about it.  
 19 MR. WITHERS: But -- is there an and a or  
 20 however?  
 21 CHAIRMAN AIZENSTAT: No. I'm sensing that  
 22 the City would like to defer this item to the  
 23 next meeting.  
 24 MR. REVUELTA: But if we're going to defer,  
 25 should we make some comments or recommendations

1 district.  
 2 CHAIRMAN AIZENSTAT: All right.  
 3 MS. GARCIA: So I've been told that the  
 4 City Manager is watching, and since this is  
 5 more like his item, it is requested by him,  
 6 he'd like to defer the item until the following  
 7 meeting, when he will be able to be present.  
 8 CHAIRMAN AIZENSTAT: So would the City like  
 9 to go ahead and --  
 10 MS. GARCIA: The City Manager wishes to  
 11 defer the item.  
 12 MS. CABRERA: If you all feel that there's  
 13 still some confusion about the numbers and all  
 14 of this, because it seems like there's some of  
 15 that, then we could defer it and he would be  
 16 present if you have questions.  
 17 CHAIRMAN AIZENSTAT: The City would like to  
 18 defer at this time this item?  
 19 MS. CABRERA: If you feel that, you know,  
 20 you need additional clarification before you  
 21 vote on the item.  
 22 CHAIRMAN AIZENSTAT: I was actually going  
 23 to ask if anybody would like to make a motion.  
 24 MR. TORRE: And I would do that. If the  
 25 City wants a motion to move forward, we're

1 of what we're expecting for them to come back  
 2 with?  
 3 CHAIRMAN AIZENSTAT: Well, my understanding  
 4 is that, for a clearer explanation. Now we can  
 5 always state some of our concerns, so that the  
 6 City can come back and maybe answer those  
 7 concerns or look at those concerns. I think  
 8 that would be appropriate.  
 9 MR. REVUELTA: I was thinking, when we go  
 10 to the Board of Architects or any kind of Board  
 11 of Architects, and the architect say, "Come  
 12 back," I beg for, please, give me some  
 13 guidance, give me some thoughts. That's what  
 14 I'm relating to, right, something that happens  
 15 to us at other Boards.  
 16 MR. WITHERS: Can I make a motion to defer  
 17 this, Mr. Chairman?  
 18 CHAIRMAN AIZENSTAT: You would like to make  
 19 a motion to defer it?  
 20 MS. MIRO: Yeah, and I'd like to second  
 21 that motion, because I think that it reads  
 22 here, this whole process is to clarify the  
 23 remote parking process, and I'm still very  
 24 confused, so --  
 25 CHAIRMAN AIZENSTAT: We have a motion and

1 we have a second to defer. Any discussion?  
 2 MR. COLLER: Wait.  
 3 CHAIRMAN AIZENSTAT: Go ahead, please.  
 4 MR. COLLER: Are we -- I think we need to  
 5 defer to a date certain.  
 6 CHAIRMAN AIZENSTAT: To the next meeting.  
 7 MR. WITHERS: The next meeting.  
 8 MS. GARCIA: I think it's deferred to when  
 9 the City Manager is available, I think it is --  
 10 MR. COLLER: Okay. So then it would have  
 11 to be re-advertised.  
 12 MS. GARCIA: Exactly. Yeah.  
 13 MR. COLLER: So it will be deferred to when  
 14 the City Manager can come and make a  
 15 presentation.  
 16 CHAIRMAN AIZENSTAT: Is that okay that way?  
 17 MR. COLLER: Yes, which means that it will  
 18 have to be re-noticed and re-advertised,  
 19 because we don't have a date certain at this  
 20 point.  
 21 MR. BEHAR: Is that okay with the City?  
 22 MS. GARCIA: Correct.  
 23 CHAIRMAN AIZENSTAT: Is that okay with the  
 24 City?  
 25 Suramy, you're okay with the City -- we'll

1 So, Chip, that's your motion, to defer it  
 2 to the next meeting, until the 14th --  
 3 MR. WITHERS: It's your birthday; isn't it?  
 4 CHAIRMAN AIZENSTAT: No.  
 5 MS. MIRO: Fourteen days after mine.  
 6 MR. WITHERS: I knew it was somebody's  
 7 birthday.  
 8 Yes, that's my motion.  
 9 CHAIRMAN AIZENSTAT: Mine is close.  
 10 Do we have a second?  
 11 MS. MIRO: I second.  
 12 CHAIRMAN AIZENSTAT: Any discussion? No?  
 13 Call the roll, please.  
 14 THE SECRETARY: Chip Withers?  
 15 MR. WITHERS: Yes.  
 16 THE SECRETARY: Venny Torre?  
 17 MR. TORRE: Yes.  
 18 THE SECRETARY: Luis Revuelta?  
 19 MR. REVUELTA: Yes.  
 20 THE SECRETARY: Claudia Miro?  
 21 MS. MIRO: Yes.  
 22 THE SECRETARY: Robert Behar?  
 23 MR. BEHAR: Yes.  
 24 THE SECRETARY: Eibi Aizenstat?  
 25 MS. MIRO: Yes.

1 have to re-advertise or would the Manager like  
 2 to come in at the next meeting?  
 3 MS. CABRERA: I think he would make himself  
 4 available for the next meeting.  
 5 CHAIRMAN AIZENSTAT: Okay. That was my  
 6 understanding.  
 7 MS. CABRERA: That was my understanding  
 8 with the phone call with him now.  
 9 CHAIRMAN AIZENSTAT: So you'd like to do it  
 10 to a time certain to the next meeting.  
 11 MS. CABRERA: Yes.  
 12 CHAIRMAN AIZENSTAT: That's the City's  
 13 position.  
 14 MR. COLLER: Okay.  
 15 CHAIRMAN AIZENSTAT: We have a motion to  
 16 defer to the next meeting.  
 17 MR. COLLER: What's the date of that  
 18 meeting?  
 19 CHAIRMAN AIZENSTAT: Jill?  
 20 THE SECRETARY: December 14th.  
 21 MR. COLLER: So December 14th. So there  
 22 would be no further notice, because we're  
 23 giving the notice now.  
 24 CHAIRMAN AIZENSTAT: Correct. So there's  
 25 no advertisement that would be necessary.

1 MR. COLLER: Mr. Chair, should we take a  
 2 five-minute break for the court reporter?  
 3 CHAIRMAN AIZENSTAT: Can we do a six,  
 4 six-minute?  
 5 MR. COLLER: Six minutes should be fine.  
 6 MR. BEHAR: What is the next item?  
 7 THE SECRETARY: Item G-2 and G-3 are related.  
 8 MR. REVUELTA: I'm going to have to go.  
 9 CHAIRMAN AIZENSTAT: Okay. If you have to  
 10 go -- I think Claudia has to go, do we have a  
 11 quorum? One, two, three -- we only have four  
 12 left.  
 13 MR. COLLER: We have a quorum.  
 14 CHAIRMAN AIZENSTAT: We have a quorum.  
 15 For the record, let's note that Claudia  
 16 Miro is leaving the meeting and so is  
 17 Luis Revuelta. Let's take a five-minute break,  
 18 please.  
 19 (Short recess taken.)  
 20 CHAIRMAN AIZENSTAT: We're going to  
 21 continue with the meeting, please. Thank you.  
 22 So we are back in session. Mr. Coller, if  
 23 you could please read the next item into the  
 24 record.  
 25 MR. COLLER: Item G-3, an Ordinance of the