

City of Coral Gables City Commission Meeting

Agenda Item E-5

September 22, 2009

City Commission Chambers

405 Biltmore Way, Coral Gables, FL

City Commission

Mayor Donald D. Slesnick, II

Vice Mayor William H. Kerdyk, Jr.

Commissioner Maria Anderson

Commissioner Rafael "Ralph" Cabrera, Jr.

Commissioner Wayne "Chip" Withers

City Staff

City Manager, Patrick Salerno

City Attorney, Elizabeth Hernandez

City Clerk, Walter J. Foeman

Deputy Clerk, Billy Urquia

Deputy Planning Director, Walter Carlson

Public Speaker(s)

Nick DiDonato, President of Coral Grand LLC

George Volsky, Coral Gables Resident

Dan May, Coral Gables Resident

E-5 [Start: 11:24:30 a.m.]

An Ordinance of the City Commission of Coral Gables amending the previous conditions of approval (Ordinance No. 3587) and changes to the previously approved site plan for the Country Club of Coral Gables to include outdoor dining on south side of property facing North Greenway Drive, enclosed/open air outdoor area on west side of property and improvements to existing porte-cochere on the rear of the property, legally described as Lots 1-9 and 37-39, Block 32, Section "B" (997 North Greenway Drive), Coral Gables, Florida, and including required conditions; providing for a repealer provision, a savings clause, and a severability clause; and providing for an effective date. (PZB Vote: 5-2).

City Manager Salerno: E-5 is an Ordinance of the City Commission of Coral Gables amending the previous conditions of approval (Ordinance No. 3587) and changes to the previously approved site plan for the Country Club of Coral Gables to include outdoor dining on the south side of property facing North Greenway Drive, enclosed/open air outdoor area on west side of property and improvements to existing porte-cochere on the rear of the property, legally described as Lots 1-9 and 37-39, Block 32, Section "B" (997 North Greenway Drive), Coral Gables, Florida, and including required conditions; providing for a repealer provision, a savings clause, and a severability clause; and providing for an effective date. Planning and Zoning Board voted for approval 5-2.

Assistant City Manager Jimenez: Thank you Mr. Manager, for the record Maria Jimenez, Assistant City Manager. Good morning Commission. In regards to this proposed Ordinance before you today for the Country Club facility, this morning we are wearing our regulatory hat in this regard of reviewing and approving proposed site plan amendments for the Country Club of Coral Gables. This is item for consideration are amendments to the Country Club site plan which was previously approved in 2002. These amendments were issued a certificate of appropriateness by the Historic Preservation Board on September 15, 2009 and has received site plan approval for site plan amendments by the Planning and Zoning Board on September 16th, 2009. Mr. Walter Carlson our Assistant Planning Director will present the proposed site plan for your consideration followed by a presentation by Mr. Nick DiDonato, President of Coral Grand, LLC. Thank you.

Mr. Carlson: Good morning for the record Walter Carlson with the Planning Department. What I would like to do is, I would like to introduce the project, if I may, and also provide some staff finding of facts and the Board's recommendation for your consideration. I know the applicant is here and has a full powerpoint presentation, a detailed presentation of his operations and also of the site plan itself. The applicant is requesting revisions to the previously approved site plan for the Country Club; the site plan was approved by ordinance as Maria mentioned, in 2002, for those revisions to the site plan, the previously approved site plan, include outdoor dining on the south side of the property facing North Greenway Drive, an enclosed open air area on the west side of the property, and improvements of the existing porte-cochere on the rear of the property. Again, the proposed plans have been reviewed by both the Board of Architects and the Historic Preservation Board; the Board of Architects has preliminarily approved the plans for architectural features, and the Historic Preservation Board granted variances which were required for this project to move forward. The Planning Department when reviewing this project, found that the proposal is consistent with the City's Comprehensive Plan, the proposal retains the same signs, massing, and building configuration as originally approved in 2002; the applicant has proffered significant landscape buffering to screen the outdoor dining areas; the conditions of approval are recommended with staff report to mitigate potential impacts, and those include limiting hours of operation, limitations on lighting, music and valet service, and restrictions on permitted activities; it must be noted that all other previously required conditions of approval which were required in 2002 would still remain in effect; and finally, an amended restrictive covenant is required to provide for effective enforcement of the conditions of approval. The specific conditions of approval are presented in your draft ordinance. The Planning and Zoning Board recommended approval of the revisions of the site plan as being proposed with the recommended conditions of approval. Thank you.

Mr. DiDonato: Good morning Commissioners, for the record Nick DiDonato, President of Coral Grand LLC, and the new tenant for the Coral Gables Country Club. Just got a quick presentation to make for you. I do have a handout, so it's easier for you to see. Its been a little time since we've last had the opportunity to stand here before you, and I just want to first of all refresh for your minds our work in Toronto on our history with respect to historic sites and City property, much like the one we are taken on here in the City of Coral Gables. If I can get the presentation. We believe that the Coral Gables Country Club is a prevalent and important historical facility here in the City of Coral Gables, its revitalization, maintenance and continued viability is of paramount importance. We've worked in the past year in terms of determining how we can make

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this a viable entity, how we can make it successful, and how we can provide the City of Coral Gables with a beautiful facility for the citizens to use on a long term basis. We have considerable experience with respect to historical facilities; I have mentioned these to you before, and again I'd like to reiterate and represent them to you; the Liberty Grand is a facility in Toronto, a City owned facility where we acquired a long term lease, much like the lease we have here with the City of Coral Gables. When we took over this property it was a dilapidated non-used property and did not have interior facilities, exterior facilities, or any of the amenities required for it to be a successful banquet facility or function space facility. We have now turned this into one of the most magnificent private function spaces in Canada, and we hosted the Prime Minister of Canada's Farewell party....Steven Harper's party when he was elected Prime Minister, and our Mayor's and many other delegates; and we have for the past ten years have been the host venue for the opening of the Toronto International Film Festival, which is the most significant economic event that goes on in Toronto on a yearly basis. What's interesting with respect to this Liberty Grand is, although we are in Toronto and don't have the luxury of the weather that we have here in Florida, outdoor facilities are a critical component of the success of the Liberty Grand. We have an outdoor courtyard which holds up to 800 people within the facility, and is used quite regularly both for weddings, private functions and events. For the Film Festival that is the main space, one of the reasons that the Film Festival appreciates being in this facility, having the ability to provide outdoor and indoor access to patrons for events is critical in terms of its success. We have some images of what the Liberty Grand looked like. This was a total investment of about \$8,000,000 for Liberty Entertainment Group to restore this facility and we've been in there since 2001 at this point, and continue regardless of the economy, are doing very well and continuing to grow. The Rosewater Supper Club is one of our premiere facilities, housing a building built in 1873, it's a Five Star restaurant, awarded the Distinguished Restaurants of North America, which I think there are only two in Miami that have that award, we are one of three in Canada which has been awarded the Distinguished Restaurants of North America. Again, it's a historical facility; we painstakingly restored this facility from an old under used, unutilized building for private use only into a restaurant where the citizens of Toronto can come and frequent, and use the space, and enjoy the space. So taking a building which had virtually nothing left in terms of its historic heritage and producing one of the most beautiful facilities in the City; and on this picture here you can see we start off with the second floor which is a significant component of this building, was completely stripped of any of its heritage components, corner smouldings, and lighting, and so on, this was in 1873, our first Prime Minister of Canada had actually had meetings in this building, because part of Consumers Gas which show on this building, and so its significant historic impact with respect to the space, and now it's a space that people can utilize and are enjoying, and again doing very well despite the economy. The Courthouse Market Grille – when we took over this facility had been shut down for over ten years; it was an original Courthouse and the City at that time didn't know what to do with their building; it was costing them hundreds of thousands of dollars a year to maintain and upkeep and just have it boarded up. We actually purchased this facility from the City of Toronto, it was declared a surplus property, and we painstakingly restored it to its original heritage design, both from the chandelier that you see in the picture which is a complete replica to the corner smouldings, and every detail within the building. Interesting with this facility, is that as many historic buildings when they were originally built had lots of land around them, and didn't have residential areas around them, they were used, the outdoor areas were used regularly; this building here had two courtyards adjacent to the building on the east and west side of it, which

were land-locked by buildings and completely enclosed at this point. What we had to do and this is something that we went to the City of Toronto is because this building was completely land-locked on either side, it didn't provide us an opportunity to have any outdoor dining, and again we felt that outdoor dining is critical to the success of any restaurant, particularly with new laws with respect to smoking, so people cannot smoke indoors in Toronto at all, and having smoking outdoor areas are very important to the viability of any business in a restaurant, and quite frankly we at Liberty Entertainment Group would not entertain another facility without outdoor areas as we are moving forward and taking on new facilities. Interestingly enough with the Court House, we had to go to the City of Toronto because this building, behind the building is a street, it's a street with traffic and so on, and the City of Toronto and City Counselors passed a resolution to close the street to allow us to have outdoor access on that area; now that street, it's the first time its ever been done in Toronto, and that street in the summer time is closed so we can have outdoor seating for this facility. Again, it was based on the viability of this historic facility which is a critical component to the history of Toronto and the City had passed a resolution to close that street to allow outdoor dining in this space. Casa Loma is another facility we do considerable work in; with Casa Loma this is a City run property, City-owned and not leased at all, its been an icon in terms of historical significance; it's the only castle in North America, it's a spectacular facility, but again as most facilities of this nature built in 1911, it was originally built by Sir Henry Pellatt, it was out in the country overlooking the City and lots of outdoor space, and greenery and gardens, and so on, with no residential neighbors. Now it is again surrounded by a neighborhood, and its one of the most affluent neighborhoods in the City of Toronto. In the past couple of years Liberty Entertainment Group has been working with the City of Toronto on a consulting basis with respect to this facility. What has gone on based on the reduction of the tourism industry and the reduction of the income from the facility, they are looking for incremental sources of revenue, and we worked with the City to develop a hospitality component for Casa Loma and the critical part of that was using their outdoor gardens, and their outdoor facilities to allow for hospitality nature events; and in the past two years their income has come from hospitality, come to about forty percent of their total revenue, which is an incredible increase from where they were before as just a tourist attraction. As a result the City has invested another \$20,000,000 in terms of restoration with projections of their income based on the work we've done with the City. Again, the critical component was to be able to have outdoor facilities and a hospitality section for the facility itself. Now we've taken over the Coral Gables County Club and are looking to move forward in terms of development, and I just want to reiterate how important this facility is to us as is to you. We believe in heritage sites is critical to the City and to the fabric of the City, we believe that the use of this City property should be for the residents and the entire community and shouldn't be sort of exclusive club-style facility, and that was one of the mandates that we wanted to fulfill with the City of Coral Gables. We came to you and said, we are going to take this facility and open it up to the public and open the doors to the public, so that all the citizens of Coral Gables can utilize and enjoy this spectacular historic facility. In terms of our construction, we've received many awards, and I'm sure that you will be pleased with the kind of work we will do, but one thing that we have found in terms of reviewing the Country Club of Coral Gables and determining why it wasn't successful before, I think that's the first thing we needed to do, we had a great facility, its got great bones, why didn't it work before?- and in our assessment over the past year, what we determined is there are a couple of factors that made this not work in the previous few years; one is and we've addressed all these, see in terms of our requirements and what we are requesting today is the sense of arrival with

respect to the backdoor/front door porte-cochere is that backdoor/front door. So we are very definitively identifying, here's the front door for the banquet facility, here's where you are coming in and we'll make it a spectacular entrance, so we've done some work there. The second thing we determined is that we've looked at the previous operator, and one thing they did lack being as part of the community are areas that are open to the general public; how do you become part of the community and part of the community if you don't have your doors open to your neighbors, the people that are around you, the people who are walking by everyday whether they are walking their dog, or their children, or playing golf?- how do we become part of that culture?- and how do we become part of the City?- as it poses an albatross which is sitting out there on its own, and the only reason you ever see anything go on is because somebody else is having a private party, or there is a private member in there they are having their own lunch. So for us it was critical that we become part of the City fiber, and we open our doors to the City; and with that we decided to open a café area. The café is based on – its not a critical component with respect to the income it will generate, because its not a huge and significant income generator, what it does is provide us the opportunity to engage the community; we want to be our neighbor's best friends, and so having a latte in the morning, or a cappuccino, or pinino, or a pizza during the day or afternoon or in the evening, is very important for us to be part of that community and support the community. So we developed that concept as something to say, look we want to give back and making sure the community is utilized in this historic site. The other thing that we found is fairly critical is the City has requested us to have a restaurant in the space, that's part of our agreement with the City, its not just going to be a private banquet facility, its going to be a restaurant, and when we developed a concept for a restaurant one thing that stands very clear in our minds is, you can't have a restaurant in Florida and not have an outdoor area and expect to be successful. We really believe that's a critical component and the City wants this restaurant to be successful, we need your support and we need the tools made available to us to become successful; and so this is what we are saying here asking for -- from you; I think we have another section in terms of the display. So I'll get into the technical side, that was more the why and what we are doing. We are asking for three different things here today, number one is for approval to fix this entrance area here. Currently as I said, it doesn't look like...the front entrance looks like a side entrance, looks like a back entrance, there is no sense of arrival, so we've done some design work with our architects and our designers here to improve that to make sure this becomes a successful banquet facility. We are also asking for support in improving this area, I'm just going to go through some of the pictures here; the third thing we are asking for is to allow for a patio outdoor area in this area here. So there are two areas; here for the restaurant, and here for the café.

Commissioner Cabrera: And help me out – OK, you have three requests; first one was the side entrance, the porte-cochere area...

Mr. DiDonato: That's to amend that and change the front entrance and put fountains and so on, so its more of an aesthetic in terms of changing, totally construction and aesthetic, double doors and putting in waterfalls.

Commissioner Cabrera: And that has no effect on parking?

Mr. DiDonato: No.

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Commissioner Cabrera: OK. Item number two is improving the area that is the corner of Greenway and Granada, right? Show me with the laser, what would you call that area?

Mr. DiDonato: Currently, this is the receiving dock and the garbage storage area...

Commissioner Cabrera: OK.

Mr. DiDonato: I'm going to just try to get to some pictures of that area right now.

Commissioner Cabrera: That's OK, and you want to improve that as well?

Mr. DiDonato: Well what we want...there are a couple of things here – this is the back area and you see there is the irrigation, you can see the irrigation section there and this is just basically a back storage area; although we are allowed to have outdoor seating in this area because its within the walls and confines of the space, what we are doing, what we are asking here is to allow us to put another wall in that space to allow first another buffer from our neighbors, and to obviously improve the visual of that area, because right now its just a loading dock where the garbage was. We believe that the improvements to this area will significantly impact our neighbors in a positive way because the biggest concern to our neighbors is just directly to the west of us over here is noise from the air conditioning unit here, noise from garbage pick up, and the smell from garbage. So these neighbors have been faced with being on the backside of the building and having garbage. Well if we intend on having dining out in this area and people, and having wedding ceremonies and so on, what we will have to do as a business is mitigate the noise from the air conditioning unit, now that's been done substantially just by bringing in a brand new unit, which is about fifty percent more effective and less noisy, but we will be doing additional buffering, so that there is no noise on the west end, on the south side, and we will have to control our garbage, control our garbage pick up, control the odors from the garbage. So we will have to implement a very serious plan to make sure that, although we generate garbage in this facility, it can't just be stored out here because number one, its going to impact our neighbors and number two, its going to impact our own customers. So we think that that improvement is going to be a very substantial improvement for our neighbors; and then the last thing we are asking for is to allow for outdoor seating in these two areas, which is on North Greenway and Granada. Now, I'm just going to have to identify that we are allowed seating here; we are allowed outdoor seating in the pool area, that is part of the current regulations. We believe that by allowing seating here in this café, without that seating there is no café, the reality is we cannot have an open café or a café which the room is 20 x 28 feet, so it's a very small room, so it allows us to have the equipment and so on, but without the outdoor seating its not viable, its not going to work. So we want to have a café because we believe its important to the City of Coral Gables, important to our residents, and important to get the community to come on a regular basis, whether its for breakfast, or for afternoon tea, or espresso, or cappuccino, or come by for an ice cream when you are walking your dog. So without that outdoor area seating here, the café is not viable whatsoever. The other area that we are asking for is outdoor seating here, and what we've done is basically reduced our capacity within the space here and here, in the pool area, to allow for seating outside. So there are some benefits to that. We believe that this area here is much closer to our neighbors, so in terms of impact to our neighbors and with respect to noise and

outdoor seating, the pool area here and this area here might have more impact than this area here whatsoever. This area is completely shielded by this building here, and has no immediate neighbors. So we believe that makes for a more appropriate use of an outdoor area, and we also believe that aesthetically it will look better and will help in terms of the general public's use of the facility. This is the only area of historical significance right now; we believe that people being able to sit there will be able to appreciate the historical value of the building itself.

Commissioner Cabrera: So items 3 and 4 are really together, but one is toward the corner and the other one is toward the pool?

Mr. DiDonato: Yes, correct. Now by allowing these areas, again the problems we've had in the past, our predecessors had was some problems with respect to parking and so on, well what we've done is allocated a hundred spots which were originally in the banquet room to restaurant space; well we believe that helps the parking situation because when you have a banquet hall, everybody comes at the same time, so it compounds the parking issue. So those hundred seats are taken out of that equation, and now we have more of a dispersed arrival and departure time for the restaurant. I think that will help the parking situation because that's a real, real benefit. We also believe that...another benefit is that this will help this facility succeed; we believe that it's a fantastic facility; we've done our homework in terms of where we want to be with it, and what we want to do, and the significance of this facility to the general public of Coral Gables, and we believe it's a benefit for this facility to be operating; and having just sat through the previous meeting with respect to additional cost to the City, additional taxes to the individuals, we believe that this building here has been a substantial cost to the City for many years and we don't want that to continue on, and we are looking for the tools from you to allow us to be successful at this venue.

Mayor Slesnick: Thank you. We have before us the request and we have public speakers on this item.

Commissioner Cabrera: On this handout that we just received is part of the background information, was that requested by someone?- it's just additional background information..."The following is a history of additions and alterations to the Coral Gables Country Club", is that what this is?

City Manager Salerno: Yes.

Commissioner Cabrera: OK. You know its funny, I think it was former Commissioner Thomson who showed me the original plans to the Country Club, and it was a tiny little hut for all intents and purposes, and its gone through a bunch of renovations and additions and changes that are really...if you try to do this in a residential home I just don't think you'll get away with it, but nonetheless, City-owned property on City land is a different story.

Mayor Slesnick: OK. We have first signed up Mr. Roy Gonas, Roy had to leave and he left with me the materials, so let me introduce for the record that Roy Gonas is the attorney for Lady Tweed Estate, and he brought to us materials that were entered into in 1996 between Lady Suzanna Tweed and the City of Coral Gables, wherein she donated certain monies for the City Commission Meeting

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construction of the room, which is just to the west of the entrance, and the room has agreed to by the City Manager and others were that it was to be a card room and salon for meetings or card games constructed and so forth. Roy said that he has spoken to the City and to the applicant here and that they area concerned about the use of the room, they are concerned about whether or not there will be dignity; they always thought that Lady Suzanna Tweed's room had certain dignity, and whether or not this would destroy that. He said he wish to express his concerns and to submit the paperwork, which is already on record, but that he raised no specific objection.

Commissioner Cabrera: So let me see if I understand this correctly. When this lady gave us the money to develop that room, it was decided that the room would remain a card room for perpetuity?

Mayor Slesnick: Well, I'm just going to read you...I don't know what it was decided, but it says the funds shall be used solely for design and construction of a building extension containing a card room or salon for meetings or card games, which room shall be permanently in Lady Suzanna Tweed...

Commissioner Cabrera: OK, so they did use the funds for that purpose, but does it further state that once that construction was completed it had to remain in that usage?

Mayor Slesnick: No, it just keeps referring to it; it just says the City agrees...

Commissioner Anderson: It doesn't bind us, right?

Mayor Slesnick: Well I can't make that legal interpretation, I'm just saying, the City agrees that the card room or salon for meetings or card games constructed with said funds with the premises shall permanently be named Lady Suzanna Tweed.

Commissioner Cabrera: So we named it and we are going to keep it that name...

Mayor Slesnick: And he said he raised those concerns, he had no specific objections, but was concerned about keeping the thing with the certain demeanor and certain...

Commissioner Cabrera: I hear you, I hear you...

Mayor Slesnick: I'm just trying to repeat to you...because he signed up to speak and had to leave.

Commissioner Cabrera: Madam City Attorney is this something you wish to comment on or have you had a chance to read Mr. Gonaz's comments and concerns and/or issues?

City Attorney Hernandez: I have not read anything from Mr. Gonaz; I have the agreement between the City and the foundation, and Lady Suzanna Tweed...

Commissioner Cabrera: Were you around then?

City Attorney Hernandez: Yes sir.

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Mayor Slesnick: Her name is on the agreement.

City Attorney Hernandez: The City is proceeding, as is Mr. DiDonato, in conformance with those documents and we believe that it is consistent with the intention of the gifting as well as the dedication.

Commissioner Cabrera: OK, see here's how I stand on this issue – I'm perfectly comfortable with the operator deciding how to best utilize this space, and I want to be sensitive to the person that gave us the monies to renovate the space and say, well Gee, if we say in the agreement we are going to keep the space in the name of Ms. Tweed, then we should abide by those wishes and/or agreement, but outside of that I don't know if it needs to remain a card room or whatever the other intention for that space is, unless that's what the operator decides they want to do.

Commissioner Anderson: There are different ways to honor that wish through a plaque, through some type of other...

Assistant City Manager Jimenez: Right, and the plaque does exist; this item came up during a recent public hearing, and we researched the matter, and we discussed it with Coral Grand representative who has agreed to keep the plaque, I mean the Tweed room is dedicated to the Tweeds, and he's agreed to keep the plaque in their honor, so that's where we are at right now. The resolution was passed in '96, and it basically just recognized them contributing toward the renovation of the building.

Commissioner Cabrera: I guess what I want to avoid Mr. Slesnick, Mr. Gonaz keep up here during our break and wanted to speak to myself and Mr. Slesnick and I stepped away because he didn't realize that he was committing potentially a Sunshine violation by having a discussion with the two of us, and I think that Mr. Slesnick has done a very good job of explaining what I think Mr. Gonaz wanted to get across to us, I'm just concerned that if there is any follow up to this, let's say Mr. Gonaz watches this proceeding and he decides that, well this is not what the intention of the agreement was, are we as a City protected to allow the operator to do as they wish with the space? I'm glad to hear the plaque remains, I'm glad to hear that potentially the name of the room will not change, but I think it's my position that the operator should have the right to use the room however they see fit.

Assistant City Manager Jimenez: Right. I had a very lengthy conversation with Mr. Gonaz as well, and you know the uses for the facility have changed; it used to be a private Country Club where that use was appropriate and now its not. So, I mean the advantages that I explained to Mr. Gonaz are, it's an active room as compared to an inactive room, honoring the Tweeds.

Mayor Slesnick: Mr. George Volsky.

Mr. Volsky: Good morning, I live at 1008 Alhambra Circle and I speak here on behalf of myself and my two neighbors who occupy the west side of Granada between Alhambra and North Greenway. These are Mr. Nuke Correa and Mr. Jorge Pino, who you don't know, but he is possibly....this Commission has given a lot of people a lot of accolades, but he's someone who
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should be given one. He purchased about four years ago a building which was an apartment building in the center of a residential area, invested almost a million dollars and may really be a class building, and he should be recognized, we have spoken about the issue. In addition, I must say that I did speak with Mr. DiDonato and our conversation wasn't back scratching; we had strong things to say to each other, as you know I don't mince words and neither does he. I am in favor...we know that whatever Mr. DiDonato proposes will have an impact on me, on my two neighbors, and maybe even the Mayor who lives about one block away, but the impact will be minimal. As far as the western side of the building is concerned; I understand my principal concern is contamination, which was found about two or three days ago, I think I've e-mailed couple of Commissioners a picture, you've seen it, Mr. Cabrera has seen it.

Commissioner Withers: I never got it.

Mr. Volsky: Well because you are not on my e-mail list, but I think the Manager did get it.

Commissioner Cabrera: Here, I'll forward it to all of you.

Mr. Volsky: But this is being resolved, we don't even call it contamination, we call it remediation, it's a serious problem that is going to be resolved, and Mr. Delgado even promised to test our area for contamination, but this being aside, there is going to be an impact, but you hope to remember that this is the first time ever that we have a real operator who has experience on how to run the club; its really called the club or as Commissioner Cabrera said at the beginning, a small building to sell lots in Coral Gables, then it became sort of Country Club run by an entity named Coral Gables Country Club, Inc. which incidentally received largest incredible from us over the years, and as I know very well...got money from insurance when the Coral Gables Country Club was burned, part of it. So subsequently, as you recalled for a number of years Coral Gables Country Club was so open, nobody know how to do it; our good friend Gene Prescott didn't want to touch it, you remember that, we tried to get the Biltmore involved in it, they didn't want to touch it, so an ad hoc group called Granada LLC was formed to run it. There was of course an agreement between the City...

Mayor Slesnick: Mr. Volsky would you like another minute?

Mr. Volsky: Yes please.

Mayor Slesnick: Would you give Mr. Volsky another minute and-a-half.

Mr. Volsky: No two minutes, two minutes...

Mayor Slesnick: Well Mr. Volsky...

Mr. Volsky: I speak for three individuals who are most concerned about this, most concerned...

Mayor Slesnick: Mr. Volsky, please don't argue with me, I'm going to try to be courteous to you, and you are just trying to pick a fight, so let me give you two more minutes.

Mr. Volsky: Alright, thank you; and I want to congratulate you for having...speaking of the area which is going to be very nice, two nice Royal Palms planted in front of your house, I congratulate you for this, I don't know how much it cost, but that's fine.

Mayor Slesnick: Mr. Volsky, Mr. Volsky that is the kind of low action that I would expect...

Mr. Volsky: No, I congratulate you for having...is a fact.

Mayor Slesnick: Let me tell you something Mr. Volsky, number one, the two palms that were dead in front of our house on the golf course were replaced by Parks and Recreation at no knowledge to me and had nothing to do with my...and secondly...

Mr. Volsky: I never suggested...

Mayor Slesnick:...secondly, my wife has said all along that the palms are planted incorrectly, that they should be clumped in groupings and was very upset that they were again blocking the view from our house and the golf course.

Mr. Volsky: Well, I congratulate you on it. Alright – fine.

Mayor Slesnick: You know your cheap shots, both in your e-mails and your blogs are really unacceptable.

Mr. Volsky: Shots are in your mind not in mine, I congratulate you...

Mayor Slesnick: You've got another minute.

Mr. Volsky: Be this as it may. This is the first time that we have a chance to have this Coral Gables Country Club to make a working operation, and I understand that some members of the Commission want to object to this because they have heard voices from people who don't like it, well if you accept this premise maybe you shouldn't increase taxes, because I imagine that about ninety-five percent of people, maybe more don't want that. So I urge...my last comment is this, if some of you object to the use of the west side-side of the area for dining, then that area can only be used I image maybe four or five months of the year because the rest of the time its very hot there, it has sunlight maybe fourteen hours a day. If there are some objections to it and there is a majority of you, why don't you give the operator one year of trying to see how it works and whether it affects the area, whether it affects residents, then the residents in front of it only, we who live there might be affected, and we believe it should be used as intended. So I urge you to approve it.

Mayor Slesnick: Thank you. Mr. Dan May.

Mr. Volsky: And please I have nothing Mayor, I did not object to you at all, I said congratulations because it looks fine. So don't be offended because there was no...I have no intention of doing anything...

Mayor Slesnick: Mr. Volsky, I accept that explanation and I'm not offended...

Mr. Volsky: No, because it looks fine, it was empty and looks fine and I congratulate you.

Mayor Slesnick: Thank you Mr. Volsky. Mr. Dan May.

Mr. May: Thank you Mayor. My name is Dan May, I live at...

Mayor Slesnick: Well, Mr. Clerk will give each of the...we only have two speakers left, we'll give them each the five minutes, up to five minutes that we gave Mr. Volsky, so.

Mr. May: Oh thank you sir. Once again, my name is Dan May, my address is 808 Majorca, and I got about three things here to talk about. The first one here only came to mind when Mr. DiDonato was up here speaking, he had the map up here and he...

Mayor Slesnick: Mr. May, Mr. May, if you are going to walk grab this mike and walk with it because the TV...

Mr. May: He pointed out here that he wants to put his outdoor seating here, and one of the explanations was that there is a fence here, and the fence goes along here, so therefore that would be included in the area basically inside the project instead of outside. So I got a couple things to point out to him; the fence was a big deal in 2002; and I think you'll find the fence is on the right-of-way, the fifty foot normal set back, and under special conditions you all approved it to where it is, to make adequate room for the trucks to get behind, that's one thing; and the other thing, the fence is too tall...

Commissioner Cabrera: And it's a wall, right?- it's a wall.

Mr. May: Yes, it's a wall, I'm sorry, wall is correct word. I believe you'll find the wall is an extra foot high above the normal storage; it supposed to be a four foot wall....someone complained for a seven foot, but since we had so much noise going on there, I believe you'll find and look back super details you'll find you allowed an eight foot wall. So that wall is there to hide trash, that wall is not there to hide people eating, even though you may won't agree to let them have food service there, just want to point out that, that wall does not define interior property, that wall was a special purpose, and we also had another deal, we put a minimum of eight foot shrubbery on it, and I believe that's all in the books, but it just come to my mind as I spoke here, I haven't looked at the details, that's strictly from memory. OK, so that's one story; next story here is the parking, been on that for quite awhile here, the staff doesn't seem to have taken any exception to my idea, but they all get an idea, I have one too, but the question is how many people are you going to have here?- and how many do you want?- we want a lot, and more money, and so at the last Planning Board meeting it was mentioned that if we put in the two hundred sixty seats outdoor, one hundred sixty on the west side, forty and sixty – the hundred and sixty inside, based on that we would take out one hundred and sixty inside seats, which is kind of amazing to me, I don't understand why we would do that; and if we have the sixty seats out in the front, they want to pull another sixty, so that we would have a net "no change" in seating capacity. Now, I don't understand why we would do that, if you did that, true that would

help cut down on the need for parking; and to get back to the parking story, the one thing that I keep trying to push is that whatever they are doing here, this place is alone out in the middle of single family units, and one of the requirements that I would like to put on the tenant, only one requirement, is that there is always a parking spot for everybody that comes to the club. If you could have all comers...if you have an agreement with him or his future people, whatever the all-comers are, then the rest of us don't have to worry, we don't have to worry about square footage of the building, I believe they used the word zoning analysis, we don't need any of that, we wouldn't need to worry about them parking on the grass, we wouldn't have to worry....the thing is it would be a very simple thing, something to be enforced by the City. You walk out there, if all the cars have a parking spot that's taken care of; you go out there and cars are parked in the street, that's not OK; cars parked in the grass, not OK; cars parked in the golf course, not OK; but otherwise we park them there and if he doesn't have...on days when we don't need that much parking, that would be a very simplified story. If you look back in the rule book we got here, he has the right to get up every morning and in his own mind decide if there is going to be a hundred and fourteen cars come that day, and if he thinks there are well he's supposed to bring in a valet, if he don't, he doesn't have to bring in the valet. I believe the City doesn't care about the valet; whatever he does, he brings in valet; if he wants to bring in an extra fifty valets put them in cars and drive them around the block for four hours while people are eating, and then give back the car, that'll be up to him. So this parking deal, I'd like to see get rid of the...so that's one story; and the final story here, the gentleman is very generous here, he wants us all locals to have a place to eat in the restaurant, and make us feel well. I think he can impress us equally well if he would just let us vote in that Tweed room five days out of the year, and if he did that, then we wouldn't need those forty chairs for us to sit in. OK, that's it.

Mayor Slesnick: Thank you Mr. May, appreciate it. Mr. Vince Damian.

Mr. Damian: Members of the Commission, I'm Vincent Damian...

Mayor Slesnick: The one things is Vince though, don't start the time yet, but I understood from the City Attorney that you had a technical, legal...

Mr. Damian: I have legal and technical things very specific...

Mayor Slesnick: OK, but those I would like you to wait for the City Attorney to get back, I don't know where she has gone, do you want to do your substantive remarks first?

Mr. Damian: What we are discussing with her is very specific...

Mayor Slesnick: Yes, I know.

Mr. Damian: I think all the Commissioners ought to be here, its five Commissioners...

Mayor Slesnick: But I can't, Vince...

Mr. Damian: What do you want me to do?

Mayor Slesnick: Proceed just if you'd save your – here's the City Attorney, so if you'd proceed go ahead.

Mr. Damian: I'm Vince Damian, I live at 1115 North Greenway Drive, I live six houses down from this proposed change, from the Country Club. As I see it, this is probably the most important issue that's come before this Commission this year; more important than the budget, more important than the pensions, the reason for that is the budget changes year to year. You look at it, you vote on it, and you change it; this is forever. Once you adopt this "site plan", (quote/unquote), its forever, it doesn't change back. So if you approve this you are approving it forever. What they are asking for is not just a simple change in the site plan of a building; they are asking for a drastic change in the middle of a residential area of Coral Gables. What they are asking for is a pizza parlor and beer outside, on the sidewalk, on North Greenway Drive, till one o'clock in the morning in a commercial use. Coral Gables – this building sits under the Zoning Code in a Special District, under the – what's it called the large one?- it's in an Institutional District. So it's in a Special District and within that special district there are conditional uses, and a Special District code is Section 4204, Special Use District, and Section C at 4 provides for a Country Club, it's a special use; and a Country Club is a private club, that's the way it has always been. I've lived in this house for over thirty years; when I bought the house I knew about the Country Club, I was a member of the Country Club, I accepted the Country Club, and the neighborhood accepts the Country Club, the Country Club is well defined, it has walls and their activities are all taking place within the confines of the Country Club. Let me state right now just to make it clear, I'm all in favor of this project, I'm opposed to the outside restaurant, the outside pizza parlor and beer; I'm totally in favor of what they have done on the west side, I think that's an improvement to the people over there; I wish they would expand it and make an outdoor dining area over there and make that know, but that's not what I'm here for. But I have to address the whole package, and when I address the whole package I say to you, what they are coming in here for is a site plan changes, but its more than that, it is a conditional use change, and they have not gone through the proper procedures for conditional use. For example, before this Commission today, if you are going for an additional use change and that is from a private country club use to a commercial restaurant establishment, then you must have a public hearing that must be posted, must be mailed to residents within a thousand feet, and must be published, none of that was done here. The reason that was not done here is this is being presented to you as a site plan use, a site change, but it's both. Coral Gables and the reason I say this is again one of the most important things, one of the things that this City is know for is our Zoning Code, and the protection that it gives to residential neighborhoods, and to commercial areas, that people know when they come to Coral Gables, I'm moving into this area, its residential its staying residential, there is not going to be any drastic change, we are not going to put a laundry here, we are not going to put a commercial restaurant here. This is a drastic change; commercial areas are in one area, residential is in another area, we have now changed that; and I will say this to you, this is a Code-buster, and I mean that seriously. If you recall when the David Williams was built over the four stories, and we didn't allow that deliberately, we allowed it by mistake, but it happened, they got their in excess of four stories, that was the end of height limitation in this area of Coral Gables, from then on the sky was the limit, and we got all the big condo buildings and all the rest of the buildings; and as Dorothy Thomson pointed out from then on it didn't matter what else you built, City Hall was no longer the big building, you didn't have a view of the Biltmore Hotel anymore which was the other big building. Anyway that was a code-buster. This

City has authorized, I think, the City Attorney or at least you wanted to authorize the City Attorney to intervene in the Epiphany lawsuit, and the reason you wanted to do that was that Tucker has brought on behalf of the residents is, there too we have an institutional use a special use in a residential area, and they are going to...Epiphany of course has been expanding out all over the neighborhood. I'm in favor of Epiphany, I love Epiphany, they do great things, but they should not be operating a commercial establishment within a residential neighborhood. So for this Commission to be concerned about that and then not be concerned about this would be wrong, we have to look at Coral Gables and what's happening here in our backyard. As I pointed out, Section 4, Special Uses, I'm going to wrap up; I think five minutes is too little for something that has happened here for eighty years, but I will try to wrap up as quickly as possible. If you allow this, the code-buster I'm talking about, if you allow this special use change for a country club in the Special Use District, then you have to... for every other special conditional use in the Special District, and that includes schools, churches, camps, hospitals, boy scouts, health clubs, veterans administrations, veteran halls; all of those people would be entitled to have outdoor dining. So, I'm here to say I'm opposed to approval of this site plan because it includes as a package the outdoor dining on North Greenway Drive, if they could pull that out I would be in favor of the plan, even though technically I think it is a commercial use, and I think that is a change in special uses, but I would not be the one to protest it; I would not be the one to appeal it. If it stays as it is, and I have to finish up with this Don, Mayor; I don't want to appeal this, I want this club to succeed, I want this building to succeed, I don't want to hold them up, but let's get rid of this; they say that this is not what is going to make this club economically viable, they say it will be very helpful, but its not going to stand or fall on outdoor dining over here. So I would suggest either withdraw this site plan now from back as a conditional use plan, both a site plan and conditional use, or if you can modify it right now by withdrawing the component that allows this restaurant on the outside. I'd like to point out one last thing, and that is on the zoning analysis that the staff prepared, when they get to outdoor dining in night-time use, their response is, night-time use standards are not mentioned in the Special Use District section of the Zoning Code, these provisions are included in commercial, commercial limited, and mixed use sections. So it's clear where we are going here, it's a clear violation; I want to be part of this, I want to be helpful to these people, I would ask that the outdoor dining...

Mayor Slesnick: Thank you Mr. Damian; if you'll stay with us a minute to address your legal issues. Ms. Hernandez you've heard Mr. Damian raise issues as whether we are here properly considering this or not, and I'd like you to address that.

City Attorney Hernandez: Mr. Mayor, Mr. Damian...

Mayor Slesnick: And could I add one thing before you start?- in addressing that it was my understanding that somewhere along the line that we changed something, I'm not sure what it was to move from private club to include commercial, I mean...what did we change and what did we do?- did we change the Code?

Mr. Carlson: What we did was, we amended the definition in the Zoning Code to expand, to be more descriptive of what is allowed at a country club.

Mayor Slesnick: What did we do? Mr. Damian and I are asking.

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Mr. Carlson: I have a copy.

Mayor Slesnick: Could we get that.

City Attorney Hernandez: While he is getting that, Mr. Mayor, Mr. Damian did have the courtesy of calling me and we discussed it for awhile. He raises some very serious concerns; I discussed it with the Manager and I told Mr. Damian that we will look at it to be sure that we are following the correct process. We believe we are, but we are happy to look at it again, and make sure the City is crossing all the "T"s and dotting all the "I"s, and if there is a problem, we are on first reading, we are happy to come back to the Commission and deal with this issue. If we need to bring it back we will.

Mayor Slesnick: Wally – Mr. Carlson.

Mr. Carlson: In the definition for Country Club, it states that there shall be access and use by non members, their accessory use is customarily associated with the Country Club such as a restaurant, lounge and associated facilities. Facilities may include social events, banquets, weddings, meetings, and seminars, trade conferences, and other similar functions, night clubs and casinos are prohibited.

Mayor Slesnick: And there is no mention as Mr. Damian said for outside dining, right?

Mr. Carlson: Nothing specific.

Mayor Slesnick: Thank you.

Mr. Damian: As I said the only mention to outside dining is in commercial, limited commercial and mixed use.

Mayor Slesnick: Thank you.

Mr. Damian: Again, I want to be in favor of this, I ask that that be withdrawn. Thank you.

Mayor Slesnick: Would the Commission object to maybe me going first in our discussion?

Vice Mayor Kerdyk: No.

Mayor Slesnick: Because I really...I feel like this is...

Commissioner Cabrera: It would be kind of fun to see you go first, so we would know how you stand.

Mayor Slesnick: Well I'm always willing to do that, I've volunteered to do that before and people have said no. I don't think there that is anyone on this Commission that would say that they have been more associated with the Country Club than myself and more supportive of the

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Country Club than myself. I grew up in this club since an early age, and my parents were members, and later were a member myself and served as President of the Country Club. I've not been a member since the middle nineties ('90's) however, and for the last thirty or twenty-six years or so we have lived four doors or five doors from the club. Let me talk first about the history of the building. I think its important especially since talking about Mr. May and so forth about the parking and what we have done with the club, and I know that the administration came armed with pictures of the Country Club dining and dancing outside, we didn't see them publicly, but I know they are around, but what we have to remember as Mr. Cabrera said, first the club is in fact what we see here in front, now some of the pieces have been replaced, but if you go into my office and see the 1920's photograph of the club, enhanced photograph, you'll see that what we see here on North Greenway in this section is what they saw in the 1920's, as I say part of its real, part of its replacement, and a very nice replacement, and whether I always agree with him or not, I will compliment Mr. Felix Pardo on the work he did to help replace the Tower and the Lady Suzanne Tweed Room. But through the majority of time when I was growing up this piece did not exist (pointing to the map), this did not exist, none of this, none of this, and this was smaller, but this was a much smaller dining room, this was the main ballroom on the west end, fully enclosed two-story, three-stories actually, major entrance hall here with the ballroom with a balcony area, and then rooms above on the third story, but this was an outside dinner/dancing patio with a band shell, but it was still enclosed within the walls of the club even though outside, but it was a band shell that faced west actually; but the capacity of this club was much different in those days because as you can imagine the capacity greatly expanded with this expansion, and this expansion; and you could fill the club in those days, fill it and not necessarily fill the parking lot, and that's a major difference. The club capacity by the tearing down of the old band shell and the dance floor and bringing this out has changed the parking needs and requirements greatly, and then this was expanded to included an enlarged second floor, and an enlarged first floor, and an enlarged health facility or exercise facility; and as was mentioned before, I don't remember who did, but when this burned, the club directors at that time decided to go back to that later, and with the proceeds of the fire insurance built this portion, which never existed before. Again expanding the day-to-day capacity as opposed to a ballroom which filled up intermittently; and so that's how the club has changed physically for the neighbors and the surrounding facility, in the surrounding area. This is a neighborhood that we've talked about many times before, which has not only cars, as most streets do, but the joggers, the bikers, the baby carts being pushed, the dogs, the skaters, the golfers across the street, Burger Bob's, the Pro Shot, and of course the club itself, it's a challenged residential neighborhood, most people would go buzerk if they lived in this neighborhood from the activity level, but you know what?- I'm not here to complain about that; I live there, we love it, it's a very public place, it's a place where you learn to live with people in your front yard all the time, with golf balls in your front yard, with people going by at all hours of the day and night, and there is, I guess, some safety feature there too. We've learned to live with the club; our children went there to swim throughout their early days, and we have not only have had the convenience of having the Country Club there, but we've had the inconvenience that we've talked about; the noise, the sound, the smells, the clanks and clans, the parking in front of our house, because if anyone, Mr. May is absolutely right, if anyone thinks that people don't park along the golf course for special events, they do, I've seen it all the way to the former Mayor's house, Mr. Valdes Fauli's house, which is a block further east. I say all this, oh, and let me give you something else that bothered me the other day, two things; yesterday I had a person call me from

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the downtown area, a young lady that runs a salon on Alhambra, and she had just gotten a violation notice from our Code Enforcement about these little signs that she puts out at her front door to tell people about the services offered, because she said in these times I need to drag people in, I really need to catch their attention, those signs help me to catch people at lunch hour; well the signs aren't allowed by our Zoning Code, but she is in the middle of a downtown commercial district, and we're ticketing people for their signs at lunch time, trying to get people in the door, and we're talking here about inserting outside dining in a residential neighborhood, we don't even let Burger Bob serve outside. You know, this is a front yard, this is a residential neighborhood, and what you are looking at is a front yard, it helps pull in the Country Club as best it can, although it's hard to with the rest of the streetscape because it has a front yard like the rest of us have, and I have to tell you I am unalterably opposed to destroying the look, the feel of this club, and destroying that front yard, and bringing outside dining into a residential neighborhood, and it irks me greatly that the Historic Preservation Board members and the Planning and Zoning Board members seemingly in reviewing the record were swayed by the economic needs of the club, because I can tell you I can go into each of their neighborhoods and none of them would want an outside café or dining café within their neighborhood. I support, as Mr. Damian did, I support the porte-cochere, and I've heard from Mr. Volsky, who is the most affected neighbor along with others on the west end, and if they feel that is an improvement, and if it's a good thing, that's good; I can understand going back to some more outside activities and dining around the pool, that has been traditional, it's within the walls of the structure, it's outside, but the front yard is unacceptable to me as a person and as a neighbor. I also have to tell you I got a call from one of our neighbors last night that knew nothing about this until two days ago, and I'm not saying it's his fault or our fault, or anybody's it's not that, he just didn't take cognizance of it, and he called to complain, and then Mr. Busot has submitted, and I think you may have seen it, but since it came in late I printed up his comments for the record, so.

Commissioner Cabrera: What's interesting about your commentary that just caught my attention, all of it caught my attention, but what was interesting was, this would be the only City-owned facility that would have outdoor dining because really the Biltmore Hotel, which is a City-owned facility has outdoor dining facing the golf course. Our own village of Merrick Park, which has numerous outdoor dining venues, it's an introverted project, so even though it's in a commercial district or an industrial district or now a mixed use district, we still maintain the dining on the inner part or facing the property rather than facing out, and as a frequent cyclist on Granada and the Greenway once or twice a week, I can tell you that it's a high...it's a transient area with a great deal of intensity, at least between 6 o'clock and 8 o'clock at night, and just a great deal of intensity going on in that area. So I think I share many of your concerns, plus the ones that I just decided to augment, but from the standpoint of what Mr. DiDonato is trying to do, I wrote down three major projects, the side entrance improvement, the receiving dock improvement, and then I combined the two outdoor dining areas that are the areas that you pointed out, and I can tell you very comfortably I would support one and two, but would not be able to support three or four or three. So that's where I stand.

Commissioner Anderson: I'll put in my fifty cents. I think we have a spectacular operator, for once in a while Mr. Volsky, you and I are absolutely in agreement. I think this particular operator is sensitive to the needs of historic properties; I heard his speech or his talk at the Planning Board, and he talked about trying to make this an inclusive club; it used to be a private club, my

parents remembers for a short time. It's the first time to attract neighborhood traffic and actually be inclusive to bring them in, in a very, I think, non voluminous way, I think its sensitively done; I think none of the historic...I mean, let's face it, that building is...I mean, its historic, but some of the features are not what the club used to be; I think we have to look at it in a variety of ways, and I think, I can't just not see cutting off this operator's ability to really do something really very special. We talked about branding, we talked about giving this an opportunity to be an economic success, since laying dormant and its been such...everybody is saying, yes, it's a mess, you all messed it up, and it's a drain on our stuff. I think this café and this restaurant and the outdoor dining will only add ambiance; I think it will be sensitively done. I wholeheartedly support this project. I think without it, I think we potentially could be hampering its economic viability. The market no long...I think we are dealing with market issues, and outdoor dining is a very desired thing in a community. I think I read some of the neighbors as well that actually support it and think it would be a great idea. So I'm supportive of that, and I'd actually love to be a neighbor, because I'd be over there having my latte and my Panini, and I'd still walk the five or six blocks, because what appeals to one appeals to the other.

Mayor Slesnick: Mark Reeves home is for sale, Maria, if you'd like...

Commissioner Anderson: I can't afford it now that we are raising taxes or something like that, but I think it's wonderful, for us that maybe want to have a certain dining experience nearby like a Panini versus a burger, I mean, it offers opportunities for that; and I think it would be done so tastefully. I am so impressed with this operator, and I think Chip, you and I kind of talked about that branding issue earlier on. When we voted on it in '01 we had hoped that the operator would succeed, it didn't happen; Biltmore wouldn't touch it, nobody else wouldn't touch it, this gentleman and his company has put a lot of time, sweat, and tears and actually adding more monies from what I understand to this club. I think we should support it for the tasteful addition that it is, and give it a chance to succeed. Thank you.

Vice Mayor Kerdyk: Let me just say, Mayor, you encapsulated a lot of my thoughts on the issue. I am very supportive of the entrance feature and also on the west side of the facility, and I too would support outdoor dining on where the pool area is, because I know that over the years there has been that entity there, but I just cannot get over the outdoor seating area in front of the facility, and I understand the economic viability of it; I didn't realize that was one of the components, I mean, I know there was something out there that was being discussed, but I never thought that that was one of the strong components of success of this project when we moved forward, and I'm just having problems in the middle of a major residential area of promoting that type of fabric outreach to the community, and I think it is something that is a deal-changer for the community in general. So, I share more of your sentiments Mayor, than looking at it from the other perspective, and I can't support the total application, I can certainly support most of it, but not that one particular area.

Commissioner Withers: Well, I mean, let's not fool ourselves, this is a commercial establishment; there are tennis courts there, there is a country club there, there is a bar there, and there is a golf course there, there is no harm intended, but there is a local diner there; there has been Bar mitzvahs, there have been weddings, there have been Quinces, there have been Rotary Clubs; I mean, this is a commercial establishment, and its been there for ever, and ever, and ever;

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and we challenged the operator to bring in the community into the new facility, that was our number one concern is what we wanted to do. So we're not changing the commercial spots of this one way or another, we are still going to have dining, we're still going to have a bar, we're still going to have dancing, we're still going to have Bar mitzvahs, we're still going to have Quinces, we're still going to have tennis courts lit at night, we're still going to have golf, nothing is changing in this entire area; the only thing we are doing is opening up a venue, which by the way I think is very cool; you travel...

Mayor Slesnick: Chip, tennis courts don't lights; did we approve lights for the tennis courts?

Commissioner Withers: OK, I'm saying, I'm sorry, I'm sorry; you have tennis courts, I'll strike my lights, I'm thinking of the William Kerdyk Center there, but at the end of the day you have a residential neighborhood pretty much like you'd have throughout other parts of the world that invite neighbors in, in the afternoons that bring community together that hopefully get some of the rollerbladers and bike riders off Greenway Drive in the afternoon to come together to enjoy community, to enjoy family, to enjoy time together, and all we're doing is saying instead of these people sitting inside, let's sit people outside, that's the only change here folks; I don't see anything other than that, it's still the same use. Now, if we have a problem with tables and umbrellas out in front, then that's what the issue is; I don't think we should mask it with anything other than that. If it's an aesthetic approach that we are not happy with, then we either decide to mitigate that aesthetic approach or not; I don't think we are really changing the use or we are changing the function of this country club whatsoever. You know, we knew when this operator presented that they were kind of a little bit, you know, on the bubble, they were beyond the curve of what normally operators would do, and I think that's what attracted them to it. So it looks like this is not going to pass, I hope it does, but if it doesn't Mayor, if I could make a secondary motion that we allow a timeframe in which it can be tested to see if does have the impact that you think it might have.

Mayor Slesnick: Chip, it seems to me that we can accept if again, an amendment to the resolution striking the outside dining and moving forward with the rest, also that's another option.

Commissioner Withers: I understand that, but I'm in favor of the outside dining.

Commissioner Anderson: Me too and maybe the motion could be...I'd like to make my affirmative motion and then if it goes down it goes down; I want to be supportive of the whole "magilla", I think it's a fabulous thing and if it goes down then another motion is made.

Mayor Slesnick: You want to make a motion?

Commissioner Anderson: I would make a motion that we accept the project as presented by staff and as recommended by staff.

Vice Mayor Kerdyk: Is there a second?

Commissioner Withers: I'll second it.

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Vice Mayor Kerdyk: Motion and second, is there any discussion?

Mayor Slesnick: Yes, I move to amend Item E-5, by striking the references to open air outdoor dining on the south side of the property facing Greenway Drive.

Commissioner Anderson: I'm sorry, I can't...

Commissioner Withers: Let me ask, is that the café area as we call it, I know it more as the...

Mayor Slesnick: It would be the grass area, that's the front yard of the country club.

Commissioner Withers: So does that leave any outside dining at all?

Mayor Slesnick: Yes, it would leave as we heard the west side, which is going to be improved and which is going to be further blocked to the neighborhood, the west side dining where the fountain is now, and where you saw the...

Commissioner Withers: I don't understand – across from the west side are residential...

Mayor Slesnick: No, I know...

Commissioner Withers: But across from where you want to stop it there is no residential, so I don't understand.

Mayor Slesnick: There are walls there, it's contained, it's outside, but there are walls, and I can tell you Chip, just walk out in my front yard and look down the street, on election day you'll see a collection of people out there and it affects the neighborhood, and people who...right now Chip on any given moment, all the parking spaces are full for Burger Bob's or the golf course, except after the golf course and Burger Bob is closed, which then gets us into the evening hours. So now what you are doing is like the residents kind of wait for the evening hours and that space clears and things calm, and now you just refill them with people and space and noise and so forth, into the evening hours. We've argued over this about outside use downtown, we don't even let people downtown have outside dining without applying for special permits.

Commissioner Anderson: I do hope we get there though.

Vice Mayor Kerdyk: Alright, there is an amendment; do you accept the amendment?

Commissioner Withers: No.

Commissioner Cabrera: I'll second the amendment.

Vice Mayor Kerdyk: Alright...

Mayor Slesnick: Can we just vote on the amendment first and then...

Vice Mayor Kerdyk: Let's vote on the amendment first, Mr. City Clerk.

Commissioner Withers: No

Commissioner Anderson: No

Commissioner Cabrera: Yes

Mayor Slesnick: Yes

Vice Mayor Kerdyk: Yes

(Vote: 3-2)

Vice Mayor Kerdyk: Alright the amendment passes, and now we have a motion on the floor; so the motion on the floor with the amendment is as follows, and can we call the roll on that one please.

Commissioner Withers: OK, let's make sure I understand. So all you've done to the proposal is eliminate the dining in front of the facility.

Mayor Slesnick: That's correct, that's it.

Vice Mayor Kerdyk: That's it.

Mayor Slesnick: Let me say this Chip too, there other innovative ways in which this café, and I understand it would cut down on the number of seats which is not necessarily a bad thing either, but there are other innovative ways to draw people in and to open up the front windows, if you will, like French door window type things, I mean, there are ways in which people could be encouraged to come in and have a latte or a coffee; I mean, you know, I have to say its somewhat ingenuine to talk about lattes and coffees and bagels when you are jogging past, but then to open up a full café with tables and chairs and so forth, and serve liquor and so forth, I don't know how many joggers drink liquor.

Commissioner Anderson: We are not serving liquor in the café, right.

Mayor Slesnick: No, I don't know how many joggers drink liquor while they are jogging...

Commissioner Cabrera: I drink liquor all the time on my bike.

Commissioner Anderson: I'm sure there are some on the golf carts as well, but we don't know.

Vice Mayor Kerdyk: Alright, we have a motion and an amendment to the motion, Mr. City Clerk would you call the roll please.

Commissioner Anderson: No

Commissioner Cabrera: Yes

Commissioner Withers: Yes

Mayor Slesnick: Yes

Vice Mayor Kerdyk: Yes

City Commission Meeting

September 22, 2009

Agenda Item E-5 – Ordinance Amending Coral Gables Country Club

To Include Outdoor Dining

(Vote: 4-1)

Commissioner Withers: Don, how about – can we run a trial period to allow if they wanted dining in the front on weekends, or are you totally opposed to that also?

Mayor Slesnick: Chip, what I would like to do is if we want to approach that, I would really ask this Commission to consider instructing the administration that we ask all the developers who come into this City, who want to do different things to meet with the neighborhoods to pull them together and to have face to face conversations, we've never asked that of this developer; he's had individual face to face conversations and I applaud Mr. Volsky for seeking him out and having that, but most of the people on our block or other blocks don't understand or know what's going on, and I have to tell you I think that would be something that of course if we encourage...

Commissioner Withers: I think it's a huge opportunity to bring...I guarantee you Don, the neighbors on your block on both sides of Greenway would probably find that as a meeting place on Saturday mornings or Sunday afternoons or whatever, would be very accommodating to building that community there.

Mayor Slesnick: Then can we do it that way...listen Chip, you and I agree on so many different things, and we are so respectful of each other and I want to be respectful of your position, and I'm asking is that a way to approach this?

Commissioner Withers: I think it is.

Mayor Slesnick: Mr. Manager?

Commissioner Cabrera: What's the approach now?- I don't know what the approach...

Mayor Slesnick: No, there is nothing to approve here, if the Manager and the operator want to set up meetings with the neighborhood for Mr. Damian and his neighbors, and me and my neighbors to talk to us and then see if there is a different plan of attack, what can I say to that?- that's just normal business. Mr. Damian likes to have meetings at his house.

City Attorney Hernandez: I'm so sorry because afterwards we have to figure out what you are telling us and...

Mayor Slesnick: The only thing that we have done Liz, Liz what we have done is passed it minus the outside dining on North Greenway, that's what we've done.

City Attorney Hernandez: OK. What I was trying to see is if you were giving us direction here.

Mayor Slesnick: I was trying to be courteous to Commissioner Withers and his suggestions, that's all.

Mr. DiDonato: May I make another statement? I sat here an hour ago listening to the City and debating the new taxes, and I listened to respectfully Mr. Mayor identifying the good for the City
City Commission Meeting

September 22, 2009

Agenda Item E-5 – Ordinance Amending Coral Gables Country Club
To Include Outdoor Dining

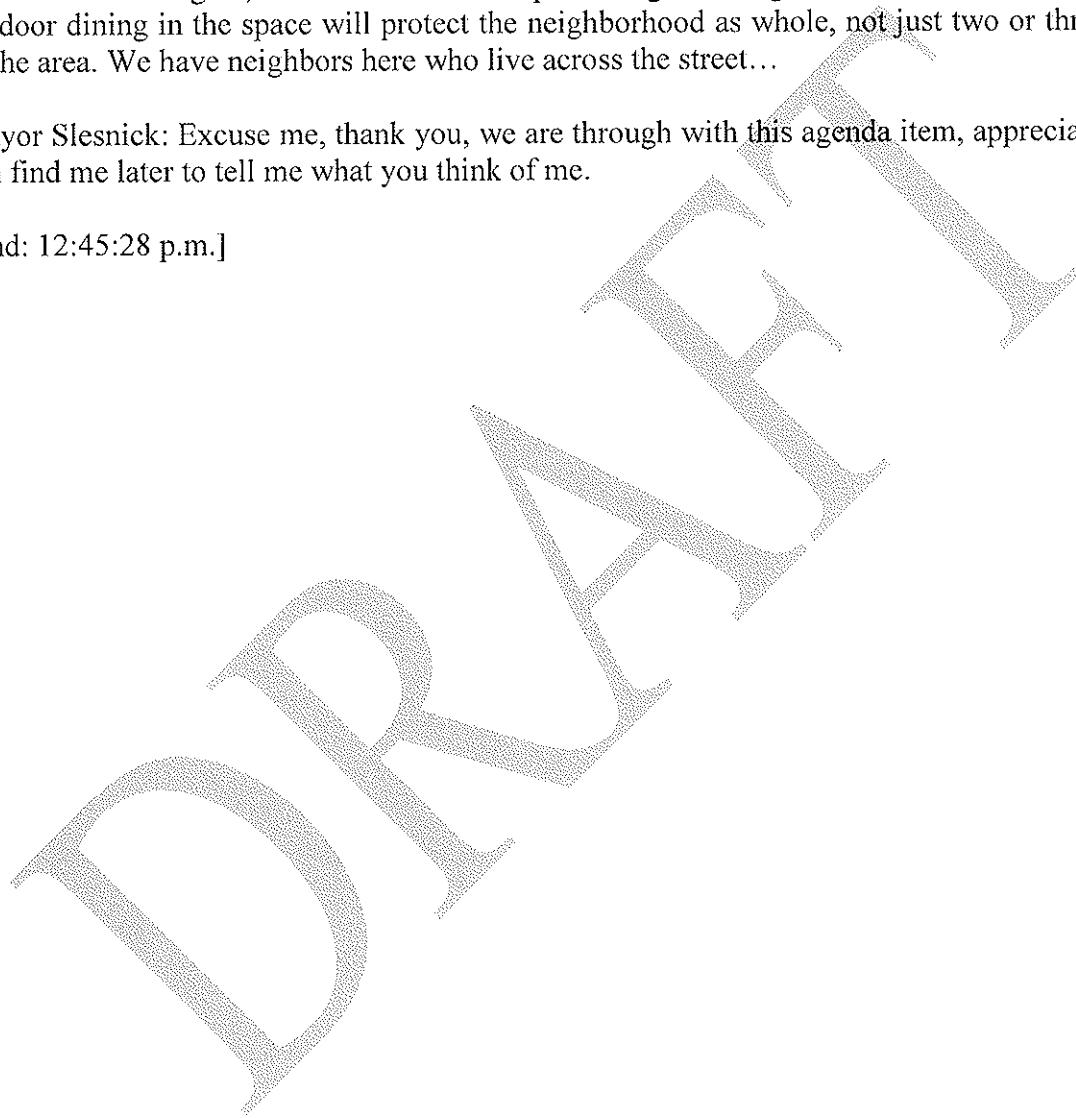
as a whole; I think now we've turned this little project into the good of the few as opposed to the good of the many.

Mayor Slesnick: Well Mr. DiDonato, I'm really sorry that you feel that way, and you know what, we are a City of neighborhoods, and we have done lots of things over the years to protect our neighborhoods, and that's just what we are doing today.

Mr. DiDonato: Again, I think in terms of protecting the neighborhood, in terms of allowing outdoor dining in the space will protect the neighborhood as whole, not just two or three homes in the area. We have neighbors here who live across the street...

Mayor Slesnick: Excuse me, thank you, we are through with this agenda item, appreciate it. You can find me later to tell me what you think of me.

[End: 12:45:28 p.m.]



Paz, Evelyn

From: Slesnick, Donald
Sent: Tuesday, September 22, 2009 11:22 AM
To: Paz, Evelyn
Subject: FW: Outside Dining at CC of CG

Please print a couple of copies and bring to me in the Commission Chambers....

From: Aldo Busot [mailto:aldo.busot@gmail.com]
Sent: Tuesday, September 22, 2009 11:13 AM
To: Slesnick, Donald
Cc: Kerdyk, William; Cabrera, Ralph; Withers, Wayne; Anderson, Maria
Subject: Outside Dining at CC of CG

Dear Mr. Mayor,

We have just heard of the proposal to allow outside dining at the CCCG and want to express our very strong opposition to this proposal.

Residing five homes from the Club for the past eleven years has provided us with the negative experience of having overflow traffic lining North Greenway whenever a gathering of any size occurs at the Club. We also do not think that an outside venue is appropriate for a residential area such as ours. It is enough to have joggers, bickers, rollerblading etc on the Greenway but now outside dining activity with the issues of parking, noise, aromas, etc. is not a welcomed addition to the neighborhood.

Please reject this proposal.

Regards,

Aldo & Ramona Busot
819 North Greenway

Entered into the
Public Record during
the City of Coral Gables
Commission meeting
of 9/22/09
in connection with
Agenda Item E-5.

WALTER J. FOEMAN
City Clerk

The following is a history of additions and alterations to the Coral Gables Country Club:

Date of Construction	Architect	Description
1921-22	Hampton and Reimert	Original bldg. – covered porch, loggia , meeting room w/ tower
1923-25	Martin L. Hampton	West end bldg. addition of living area, dining rm. and kitchen, 2 nd fl. Covered porch and loggia, fountain and bandstand,
1925	Phineas Paist	West and north addition, 1 st fl dance patio and dining, 2 nd fl. dining balcony, club rm., card room, loggia and office, west end offices
1941	Wm F. Merrina	Covered terrace at interior courtyard
1948	Edward T. Rempa, Jr.	Cocktail bar and additional toilets
1948	Watson/Deutschman	Remodeled kitchen
1951	Walter DeGarmo	Roofed over interior courtyard
1961	Fred E. Robbins & E. Alex Martin	Pool and Pool bldg.
1964	Architect unknown	A/C to clubhouse
1965	Wm. E. Tschumy	Alhambra Lounge, bar, new north covered entrance, restrooms
1966	Louis R. Clerico	Interior remodeling, added stage, Binnacle Room, loggia
1967	Wm. E. Tschumy	Greenway Dr. entrance porte-cochere
1973	Lawrence Brill	Remodeled kitchen
1973	Harum/Nichols/Fullerton	Demolished dancing patio, added Granada Ballroom with loggias
1985	Harum/Nichols/Fullerton	Alhambra entrance porte-cochere, Garden Grill and bar
1996-97	Felix Pardo	New south tower, added Lady Tweed Room
1990's	Dept. of Public Works	West off-site parking lot
1998	Dept of Public Works	Repairs to west end
1999	Dept of Public Works	Re-roofing & new A/C, plumbing & electrical
2002	H. J. Chris, Chris Consultants	Various alterations/interior remodeling

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 29155

A RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN LADY SUZANNA P. TWEED, COUNTRY CLUB OF CORAL GABLES FOUNDATION, AND CITY IN CONNECTION WITH DONATION NOT TO EXCEED ONE HUNDRED THOUSAND DOLLARS FOR DESIGN AND CONSTRUCTION OF SPECIFIED ROOM WITHIN PREMISES OF MAIN CLUB HOUSE OF COUNTRY CLUB OF CORAL GABLES LOCATED ON NORTH GREENWAY DRIVE.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

1. That authorization is hereby given to execute agreement between Lady Suzanna P. Tweed, Country Club of Coral Gables Foundation, and City in connection with donation not to exceed one hundred thousand dollars for design and construction of specified room within premises of main club house of Country Club of Coral Gables located on North Greenway Drive.

2 That this resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS EIGHTH DAY OF OCTOBER, A.D., 1996.

ATTEST:

RAUL J. VALDES-FAULI
MAYOR

VIRGINIA L. PAUL
CITY CLERK

Entered into the
Public Record during
the City of Coral Gables
Commission meeting
of 9/22/09,
in connection with
Agenda Item E-5.

WALTER J. FOEMAN
City Clerk

12/9/96

AGREEMENT FOR GIFT

This Agreement, dated as of this 10th day of Dec, 1996 between SUZANNA P. TWEED, her representatives, heirs and assigns, residing at 600 Biltmore Way, Coral Gables, FL 33134 (Donor), THE COUNTRY CLUB OF CORAL GABLES FOUNDATION, INC., a Florida not-for-profit corporation located in Coral Gables, Florida (Foundation), and the CITY OF CORAL GABLES, a Florida municipal corporation, (City), and is as follows:

RECITALS

A. Donor desires to make a gift to the Country Club of Coral Gables Foundation, Inc., for its benefit and the benefit of the members of the Country Club of Coral Gables and the Foundation and the citizens of Coral Gables.

B. It is the Foundation's intent to use the proceeds of the gift pursuant to the wishes of the Donor, as set forth in this Agreement, all parties agreeing that time is of the essence, and to donate the completed structure to the City of Coral Gables.

C. It is the City of Coral Gables' intent to name the room described below as the "Lady Suzanna P. Tweed and Carleton Tweed Room" (or "Salon", hereafter referred to as "The Project").

AGREEMENT

The parties hereto agree as follows:

1. The Recitals to this Agreement are true and correct and are incorporated herein:
 - a. The parties agree that should the project be abandoned, the monies which are the subject of the Agreement for Gift shall be returned to Lady Suzanna P. Tweed or her heirs, by the Foundation.
2. The Donor agrees to make an aggregate gift not to exceed One Hundred Thousand Dollars (\$100,000.00) to the Foundation upon the parties signing this Agreement and the Foundation entering into the construction contract with Sophco Inc., for the subject project, and as follows:
 - a. Upon issuance of a final Certificate of Occupancy by the City of Coral Gables Building and Zoning Department and final payment to the general contractor and all subcontractors, any monies remaining shall be returned to Lady Suzanna P. Tweed or her heirs.
3. The Foundation agrees to the following conditions:
 - a. The funds shall be used solely for the design and construction of a building extension containing a card room or salon for meetings or card games, which room or salon shall be permanently named "The Lady Suzanna P. Tweed and Carleton Tweed Room", (or "Salon"), within the premises of the main clubhouse of The Country Club of Coral Gables, located on North Greenway Drive, Coral Gables, FL.;
 - b. The Foundation agrees to pay the bills of the general contractor or applicable sub-contractors directly;
 - c. The Foundation shall donate the room known as the "Lady Suzanna P. Tweed and Carleton Tweed Room" (or "Salon") to the City of Coral Gables upon obtaining a final Certificate of Occupancy.

4. The City agrees to the following conditions:

- a. The City agrees to accept the donation from the Foundation of the room known as "The Lady Suzanna P. Tweed and Carleton Tweed Room" (or "Salon").
- b. The City agrees that the card room or salon for meetings or card games constructed with said funds within the premises of The Country Club of Coral Gables, shall be permanently named "The Lady Suzanna P. Tweed and Carleton Tweed Room" (or "Salon").

IN WITNESS WHEREOF, the parties have executed this agreement this
10th day of December, 1996.

AS TO THE DONOR:

Witnesses:

Adeline Williams

By: Doris Longfellow

Norma Griffith

Witnesses:

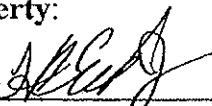
Adele Santalo

AS TO THE FOUNDATION:

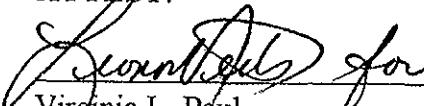
Elizabeth S. Woetman

By: Gillian R. Jean
Allan W. Thomas

AS TO THE CITY, as owner of the
land, and recipient of the improved
property:

By: 
H. C. Eads, Jr.
City Manager

ATTEST:


Virginia L. Paul
City Clerk

Authority of Resolution No. 29155
passed and adopted by the Coral Gables
City Commission on October 8, 1996.

APPROVED AS TO FORM


ELIZABETH M. HERNANDEZ
CITY ATTORNEY

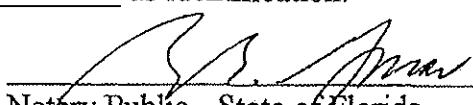
Acknowledgment of the Donor

State of Florida)

ss.

County of Dade)

The foregoing instrument was acknowledged before me this 10th day of December, 1996 by Lady Suzanna P. Tweed. She is personally known to me, or has produced _____ as identification.


Notary Public - State of Florida

My Commission Expires:



Roy B. Gonas
MY COMMISSION # CC570682 EXPIRES
August 31, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

Acknowledgment of the Foundation

State of Florida)

ss.

County of Dade)

The foregoing instrument was acknowledged before me this 10th day of December, 1996 by Allen L. Heard, president of the Country Club of Coral Gables Foundation, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me, or has produced and driver's license as identification.



Notary Public - State of Florida

My Commission Expires:



Roy B. Gonas
MY COMMISSION # CC570682 EXPIRES
August 31, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

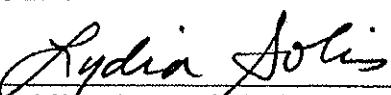
Acknowledgment of the City

State of Florida)

ss.

County of Dade)

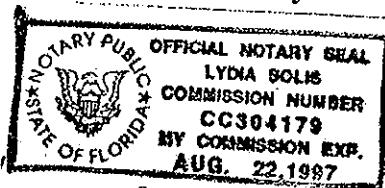
The foregoing instrument was acknowledged before me this 10th day of December, 1996 by H. C. Eads, Jr., and Leonor Veitia, City Manager and Asst. City Clerk, respectively of the City of Coral Gables, a Florida municipal corporation, on behalf of the municipality. They are personally known to me.



Notary Public - State of Florida

My Commission Expires:

Prepared by: Elizabeth M. Hernandez, Esq.,
City Attorney, 405 Biltmore Way, Coral Gables, FL 33134



6. Agreement for Gift - The Country Club of Coral Gables Foundation, Inc., a Florida not-for-profit corporation located in Coral Gables, Florida (Foundation), and the City of Coral Gables, a Florida municipal corporation, (City) 29155 10/8/96

CITY OF CORAL GABLES

PUBLIC WORKS DEPARTMENT

FACSIMILE TRANSMITTAL SHEET

TO:	FROM:
CH OFFICE PICAK	Mercy Mendoza <i>Sarjan</i>
COMPANY:	DATE:
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:
5350	16
PHONE NUMBER:	SENDER'S PHONE NUMBER:
	1-305-460-5035
RE: <i>CG Club agreement & Pledge</i>	SENDER'S FAX NUMBER:
	1-305-441-5742
<input type="checkbox"/> URGENT <input type="checkbox"/> FOR REVIEW <input type="checkbox"/> PLEASE COMMENT <input type="checkbox"/> PLEASE REPLY <input type="checkbox"/> PLEASE RECYCLE	

2800 SW 72ND AVENUE
MIAMI, FLORIDA 33155

305-460-5000

The Country Club

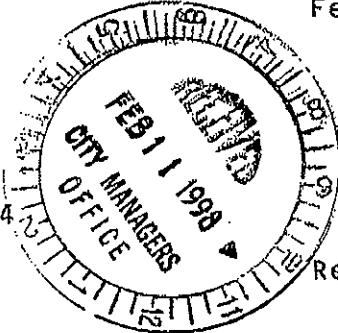


of Coral Gables

Foundation

February 4, 1998

Mr. Jack Eads
City Manager
City of Coral Gables
P.O. Box 141549
Coral Gables, Florida 33134



Re: Country Club Tower/Tweed
Construction - Final
Acceptance and Payment

Dear Mr. Eads:

Pursuant to the agreement referred to in the City Attorney's letter of November 8th, 1996 (Attached) and the Foundation's understanding via the City Architect that the City has completely accepted the Tower/Tweed construction project, I herewith forward the attached check in the amount of \$83,800.00 which is the final payment due.

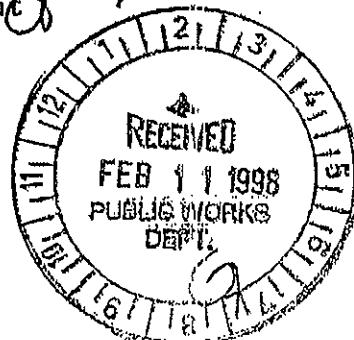
The Foundation hopes that the City is pleased with our oversight of this project. An all important first step has been taken, and even our most ardent detractors will agree that this restoration represents a great improvement to a city-owned, historic landmark. But there is still much to be done, and most agree that reconstruction of the Club's fire damaged, West end is woefully overdue. We urge the City to move forward with the construction solution that has been proposed a solution that we feel will benefit the entire community.

Sincerely,

Allan P. Heard
President

Attachments

cc: (w/o attachments)
Mayor and Commissioners
City Attorney
City Architect
Finance Director
Historical Preservation
CCCG President



997 NORTH GREENWAY DRIVE • CORAL GABLES, FLORIDA 33134 • TELEPHONE: (305) 448-7464 • FAX: (305) 448-0543

Marta
for PAY 500
8/15/96
WHS

PLEDGE

I, SUZANNA P. TWEED, donor, hereby pledge to pay the sum of one hundred thousand dollars to The Country Club of Coral Gables Foundation, Inc. pursuant and subject to the following terms and conditions:

1. The funds, at donor's or donor's representative's discretion, may be paid over five years or less in annual increments of ~~five~~ thousand dollars upon issuance of the building permit for the subject of construction for which the funds are to be used and not less than ten thousand dollars in each of the following ~~five~~ years.
2. The funds shall be solely used for the construction of a permanently named "Lady Suzanna P. Tweed Wing" having therein a card room or salon for meetings or card games and permanently named "The Lady Suzanna P. Tweed and Carleton Tweed Room" (or "Salon") within the premises of the main club house of the Country Club of Coral Gables on North Greenway Drive in the City of Coral Gables, Florida.
3. The funds pledged are donated as part of the named Foundation's Building Fund to restore and rebuild a historic building in Coral Gables, Florida comprising the country club's main club house.
4. In the event the currently planned restoration and building project of the stated building is not completed by December 31, 1998, this pledge shall be come null and void and any then fund given by donor which are still on account of and not paid out by the Foundation shall be returned to donor or her estate.
5. Recognizing this subject donation and pledge is an enhancement to and for the accommodations of the Foundation and a benefit to property of the City of Coral Gables and premises leased by the Country Club of Coral Gables, signing this document constitutes acceptance and agreement to its terms by the Foundation, City of Coral Gables and Country Club. This pledge is dependent upon obtaining all authorized signatures as herein below indicated.

Dated: 1 July 1996

Suzanna P. Tweed
Suzanna P. Tweed

Accepted and agreed:
City of Coral Gables

By _____

The Country Club of Coral Gables Foundation, Inc.

By _____

The Country Club of Coral Gables, Inc.

By _____

THE CITY OF CORAL GABLES

OFFICE OF
CITY ATTORNEY



CITY HALL 405 BILTMORE WAY
CORAL GABLES, FLORIDA 33134

November 8, 1996

Mr. Allan P. Heard

President

Coral Gables Country Foundation

997 North Greenway

Coral Gables, FL 33134

Via telefax 448-1208

Dear Mr. Heard:

This will serve to verify that the letter dated November 7, 1996 addressed Mr. Eads, City Manager outlining the agreement approved by the Foundation Board together with your prior letter confirming the Foundations' commitment to the construction of the Tower at the Coral Gables Country Club, is acceptable to the City of Coral Gables.

The Foundation shall pay \$83,800 either directly to the City of Coral Gables general account or directly to the General Contractor pursuant to the terms of the construction contract, upon the completion and acceptance by the City of the Tower Construction Project. The \$83,800 represents the difference between the bid award of \$118,800 and the \$35,000 grant from the State.

Very truly yours,


Elizabeth M. Hernandez
City Attorney

MANAGEMENT AGREEMENT

AGREEMENT FOR THE OPERATION OF THE COUNTRY CLUB PROPERTY BETWEEN CITY OF CORAL GABLES AND THE COUNTRY CLUB OF CORAL GABLES, INC.

THIS MANAGEMENT AGREEMENT (Agreement) made and entered into as of this 16 day of February 1996, by and between the CITY OF CORAL GABLES, a municipal corporation of Florida, hereinafter called "CITY" and THE COUNTRY CLUB OF CORAL GABLES, INC., a Florida Not for Profit corporation, authorized to do business in the State of Florida, hereinafter called "COUNTRY CLUB".

WHEREAS, the CITY desires to enter into an Agreement with the COUNTRY CLUB for the right to promote, operate, manage and maintain The Country Club of Coral Gables Property, owned by the CITY and located at 997 North Greenway Drive, Coral Gables, Florida hereinafter called COUNTRY CLUB PROPERTY; and

WHEREAS, the COUNTRY CLUB declares that it has examined the premises; and

WHEREAS, the COUNTRY CLUB has expressed it's intention to promote, operate, manage and maintain the COUNTRY CLUB PROPERTY; and

WHEREAS, the City Commission at its February 27, 1996 meeting adopted Resolution No. 29028 authorizing that an Agreement should be entered into with the COUNTRY CLUB.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE I TERM AND FACILITY

1.01 TERM: The CITY hereby agrees to enter into a Management Agreement with the COUNTRY CLUB and COUNTRY CLUB hereby agrees to promote, manage, operate and maintain the COUNTRY CLUB PROPERTY for an initial term of ten (10) years, commencing February 27, 1996 and terminating February 26, 2006. COUNTRY CLUB shall have the option to extend this agreement for two (2) additional ten year periods upon approval by the City Commission.

1.02 EXTENSION: After the terms described in Section 1.01 have run, the CITY may extend this Agreement for two separate terms of ten years each, upon the terms and conditions contained herein. If either party wishes to extend the Agreement it must notify the other party in writing at least ninety (90) days prior to the scheduled expiration date of this Agreement. In the event that no notice for extension is given, this Agreement shall terminate at the end of the term.

1.03 TERMINATION WITHOUT CAUSE: At any time during this Agreement the CITY, after a majority vote of the City Commission and upon sixty days advance written notice to COUNTRY CLUB, and the COUNTRY CLUB, upon ninety days advance written notice to the CITY, may terminate this Agreement without stated cause or liability to the other party. In the event that the CITY initiates the termination proceedings during the original contract period CITY will return to the COUNTRY CLUB its portion of the capital investment, including but not limited to the tower renovation, the fitness center, the renovation of the West End and any other investment incurred after the execution of this Agreement, amortized over the full contract period of 10 years. In the event that the COUNTRY CLUB initiates the termination proceedings all the capital improvements made to the property including the furniture and the original inventory shall become the property of the CITY.

1.04 TERMINATION BY THE CITY WITH CAUSE: The occurrence of any of the following shall cause the CITY to automatically terminate this Agreement without any liability to the other party:

- A. Institution of proceedings in voluntary bankruptcy by COUNTRY CLUB.
- B. Institution of proceedings in involuntary bankruptcy against COUNTRY CLUB if such proceedings continue unopposed for a period of ninety (90)-days.
- C. Assignment by COUNTRY CLUB for the benefit of creditors.
- D. Abandonment of operation hereunder by COUNTRY CLUB for a period of seven (7) days.
- E. The substantial destruction of the premises by fire or any other casualty, unless:

(i) After consultation with COUNTRY CLUB, CITY determines that the cost of repairing or rebuilding the destroyed property exceeds the amount of the insurance collectible with respect to such casualty plus such additional monies as COUNTRY CLUB agrees in writing to contribute (without reimbursement) for the needed improvements, CITY shall have the right to terminate this Agreement under the terms set out hereafter, unless within sixty (60) days after notice, COUNTRY CLUB agrees that it will fund (without reimbursement) any and all such shortfall, and establishes to CITY'S reasonable satisfaction that it is capable of so doing. CITY shall authorize such work to begin within a reasonable period of time and proceed to complete the same as expeditiously as possible, but shall not be obligated to spend more for the cost of repair than the net insurance proceeds and other funds made available by or on behalf of COUNTRY CLUB. In this regard, CITY'S repair of the destroyed property may not result in the same being restored to its condition prior to any such casualty, but due to the historical landmark designation the property carries, a reasonable effort will be made to repair and rebuild the destroyed property to its original pre-casualty condition.

(ii) After consultation with COUNTRY CLUB, CITY determines that the cost of repairing or rebuilding the destroyed property is equal to or less than the net proceeds of the insurance collectible by CITY, then CITY shall authorize the repair and restoration of the destroyed property. CITY shall authorize such work to begin within a reasonable period of time after the fire or other casualty, and shall diligently proceed to complete the same as expeditiously as possible. All excess proceeds (other than those on account of COUNTRY CLUB'S PROPERTY) shall be the exclusive property of CITY.

F. The CITY shall have the right to terminate this Agreement after thirty (30) days written notice sent by registered or certified mail to COUNTRY CLUB of the occurrence of one or more of the following:

- (i) Non-performance of any covenant of this Agreement and failure of COUNTRY CLUB to remedy such breach within thirty (30) days unless extended by the CITY.
- (ii) The conduct of any business or service not specifically authorized by the laws of the State of Florida or any Governmental body therein.
- (iii) A final judicial determination that litigation instituted by COUNTRY CLUB against the CITY was groundless.

1.05 TERMINATION BY COUNTRY CLUB WITH CAUSE: COUNTRY CLUB shall have the right, upon sixty (60) calendar days written notice to the CITY, to terminate this Agreement at any time there is a breach by the CITY of any of the terms, covenants or conditions contained in this Agreement and the failure of the CITY to remedy such breach for a period of sixty (60) calendar days after receipt of written notice sent by registered or certified mail from COUNTRY CLUB of the existence of such breach. In the event that termination is initiated due to the failure of the CITY'S compliance with this Agreement, CITY will return to the COUNTRY CLUB its portion of the capital investment amortized over the full contract period of 10 years.

1.06 FACILITY: Facility covered under this Agreement is known as the COUNTRY CLUB PROPERTY located at 997 North Greenway Drive and bounded by North Greenway Drive on the South, Granada Blvd. on the West and Alhambra Circle on the north. For the purposes of this Agreement, the facility also includes the tennis courts and the associated structures. The COUNTRY CLUB hereby agrees not to use the facility for any illegal or immoral purposes and use of said facility shall be in accordance with all of the regulations, ordinances, and laws of the City of Coral Gables, the County of Dade and the State of Florida; and further, will operate the business and businesses carried on in the facility in a first-class manner. All the fixtures and equipment shall be turned back to the CITY upon termination or expiration of this Agreement or any extension thereof. The facility with all its fixture and equipment shall be returned in the same condition as when received, except for normal wear and tear.

ARTICLE 2 SERVICES

SCOPE OF SERVICES:

2.01 The COUNTRY CLUB shall promote, manage, operate and maintain the COUNTRY CLUB PROPERTY and provide such services as are needed or desirable, to market the facility and meet the reasonable needs of the community organizations and the citizens of Coral Gables and all other users of the facility providing at all times prompt and courteous service.

2.02 OPERATIONAL CONCEPTS: The services provided by the COUNTRY CLUB in the facility covered under this Agreement shall be made available and open to the general public in accordance with the operational plan submitted by the COUNTRY CLUB and approved by the CITY as required under Section 3.01.

ARTICLE 3 MASTER PLAN/SPACE UTILIZATION PLAN

3.01 MASTER PLAN: Within ninety (90) days of the execution of this Agreement the COUNTRY CLUB shall submit to the CITY a master plan indicating a capital improvement plan (including the renovation and restoration of the fire damaged West end), the proposed operational plan (which includes a space utilization plan), and an estimated budget.

3.02 CITY'S RIGHT TO USE: The CITY shall have the right to use the meeting facilities in its entirety or in part, subject to availability, at actual cost (for food, drinks, and services) to the COUNTRY CLUB. Requests for use of the facility under this section shall be made through the office of the City Manager.

ARTICLE 4 GROSS REVENUES AND DISTRIBUTION OF NET PROCEEDS

4.01 GROSS REVENUES: All gross revenues generated from the operation of this facility under this Agreement shall be maintained in an operating account separate from all other COUNTRY CLUB accounts, if any, and in accordance with good customary accounting practices. "Gross Revenues" shall mean all money, paid or payable to the COUNTRY CLUB for transactions made and services rendered by COUNTRY CLUB in the operation of the facility including but not limited to subscription fees, area rental fees, catering charges, food and beverage revenues, service charges, public telephone commissions or revenue. All COUNTRY CLUB accounts shall be subject to CITY'S review.

4.02 DISTRIBUTION OF NET PROCEEDS: 50% of the net proceeds generated by COUNTRY CLUB shall be payable to the CITY semiannually in arrears. "Net Proceeds" shall be computed as "Gross Revenues" less "Operating Costs". "Operating Costs" shall be defined as operating expenses incurred during the normal operation and course of business including depreciation expense and debt service.

4.03 SALES TAX: COUNTRY CLUB shall be liable for the payment of prevailing State of Florida sales and use tax imposed under this Agreement. COUNTRY CLUB shall provide the CITY with appropriate documentation of such payments.

4.04 PAYMENT TERMS: COUNTRY CLUB shall pay all monies required by this Agreement to the following address:

City of Coral Gables
Finance Department
P.O. Box 141549
Coral Gables, Florida 33114-1549

ARTICLE 5

IMPROVEMENTS AND MAINTENANCE OF THE FACILITIES

5.01 CAPITAL IMPROVEMENTS: All capital improvements must be authorized and approved by the CITY in advance. All capital improvements, including the renovation and restoration of the fire damaged West end are to be funded by the CITY (except as described in Section 5.02). The COUNTRY CLUB, under the direction of the CITY, shall be responsible for the construction, project management, and construction code compliance. Such responsibility shall be applied to all construction projects undertaken on the property. COUNTRY CLUB retains the option to construct all capital improvements not approved for funding by the CITY.

5.02 ALTERATIONS AND ADDITIONS: Alterations, modifications, or other improvements to the facility which are not the obligation of CITY as set out herein are the responsibility and shall be funded by COUNTRY CLUB after obtaining written approval from the CITY. All such improvements shall become the property of the CITY at the termination of this Agreement.

5.03 FACILITIES MAINTENANCE: The COUNTRY CLUB shall be responsible for keeping the facility and all its equipment and fixtures in well maintained condition. All maintenance and repair records shall be made available to the CITY, on demand, as proof of necessary maintenance.

ARTICLE 6

BUDGET AND REPORTS

6.01 ANNUAL OPERATING BUDGET: Annually, but no later than July 1 of each year of this Agreement, COUNTRY CLUB shall provide the CITY with an annual budget of revenues and operating expenses. Operating expenses shall include all maintenance and repair items that are not capital improvements. Additionally, the COUNTRY CLUB shall submit an annual capital improvements budget no later than May 1 covering the same period as the annual COUNTRY CLUB operating budget. The annual capital improvements budget shall be used by the CITY in preparing its annual budget for the next fiscal year from October 1 to September 30. Any amendments to the approved annual operating budget shall be subject to approval by the CITY.

6.02 QUARTERLY FINANCIAL REPORT: As soon as possible, but no later than thirty (30) days following the close of each fiscal quarter of the COUNTRY CLUB, COUNTRY CLUB shall provide the CITY with a quarterly financial report comprised of at least the following information:

- a. Financial statements for each group of revenue and expense reflecting actual quarterly results in relation to the corresponding budget and prior years performance.
- b. Suggested amendments to the annual operating budget to reflect actual quarterly results and any prospective changes in budget.
- c. Comments and explanations relating to budget variances and their impact on current and future operating results.

6.03 ANNUAL REVIEW: As soon as possible, but not later than ninety (90) days after the end of each fiscal year of the COUNTRY CLUB, COUNTRY CLUB shall provide CITY with audited financial statements for the operations of the facility under this Agreement reflecting full disclosure for the period ending on June 30 of each year. Such audited financial statements shall be prepared by an independent Certified Public Accountant. City has the right to conduct its own audit at CITY'S expense.

ARTICLE 7 PERSONNEL

7.01 PERSONNEL STANDARD: The COUNTRY CLUB recognizes that the COUNTRY CLUB PROPERTY is publicly owned and operated and that being true, the manner in which the property is operated will reflect upon the CITY, and therefore COUNTRY CLUB shall control the conduct, demeanor and appearance of its officers, employees, agents and representatives in a manner so as to provide an efficient cooperative and courteous service to the users of the facility.

7.02 NON-DISCRIMINATION: It is understood that the COUNTRY CLUB shall not discriminate against any employee in the performance of the contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, marital status, race, color, religion, national origin, sex, or physical handicap.

7.03 RELATIONSHIP OF PARTIES: Officers, agents, and employees of COUNTRY CLUB shall not be deemed to be employees of the CITY for any purpose whatsoever.

ARTICLE 8 PAYMENT OF TAXES AND OTHER OBLIGATIONS

COUNTRY CLUB shall timely pay any real and personal property tax or any other obligations assessed against COUNTRY CLUB on its real or personal property, or if paid by the CITY, shall reimburse the CITY immediately upon demand.

ARTICLE 9 INDEMNIFICATION

COUNTRY CLUB shall indemnify and save the CITY harmless from any and all claims, liability, losses and causes of actions which may arise out of willful, negligent, or unlawful acts or omissions of COUNTRY CLUB in its operation under this Agreement and shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY where applicable and shall pay all judgments and costs which may arise therefrom including attorney's fees and court costs.

ARTICLE 10 INSURANCE

10.01 INSURANCE: The COUNTRY CLUB shall provide and maintain the following minimum insurance during the term of this Agreement:

- a. "All Risk" insurance on all buildings, contents and structures above ground or subject to being damaged or destroyed by an insurable peril, including without limitation, the COUNTRY CLUB, all furnishings and equipment and all COUNTRY CLUB's property on a full replacement basis; said policy or policies to be endorsed to reflect the hold harmless provision contained in Article 9.
- b. Comprehensive boiler and machinery insurance, with limits of not less than \$500,000; said policy or policies to be endorsed to reflect the hold harmless provision contained in Article 9.
- c. Comprehensive general liability insurance with broad form endorsement, including automobile liability, liquor legal (dram shop) liability, completed operations and products liability, contractual liability, severability of interests with cross liability provision, and personal injury and property damage liability with limits of \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Said policy or policies shall be endorsed to name CITY and COUNTRY CLUB as additional insureds and shall reflect the hold harmless provision contained in Article 9.
- d. Worker's compensation for all employees of COUNTRY CLUB as required by Florida Statutes Sec. 440, and employers liability insurance with limits of not less than \$100,000; said policy or policies shall, to the extent possible, be endorsed to name COUNTRY CLUB as additional insured and shall reflect the hold harmless provision contained in Article 9.
- e. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the COUNTRY CLUB in an amount not less than \$100,000/\$300,000 for bodily injury and property damage.
- f. Other (or increased amounts of) insurance which CITY shall from time to time deem advisable or appropriate, it being reasonable for CITY to require commercially available insurance of the types and in the amounts generally carried on country club's which are similar to the Country Club of Coral Gables in size, style or character, such new or additional insurance to be effective as of the later of 90 days after notice thereof or the next annual renewal of any policy being increased (as applicable).
- g. All policies shall contain waiver of subrogation against CITY and COUNTRY CLUB where applicable, shall expressly provide that such policy or policies are primary over any other collectible insurance that CITY may have.
- h. All of the above insurance is to be placed with Best-rated A-8 or better insurance companies.

i. The CITY shall be named as an additional insured under such policies. Said policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY. The CITY reserves the right to request a copy of required policies for review.

j. All policies shall provide for 30 days notice to CITY prior to cancellation or material change.

k. The COUNTRY CLUB shall furnish certificates of insurance to CITY at least fifteen (15) days prior to the commencement of operations or policy termination, which certificates shall clearly indicate that the CITY is named as an additional insured and that COUNTRY CLUB has obtained insurance of the type, amount and the classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY.

ARTICLE 11 ASSIGNMENT

COUNTRY CLUB shall not assign this Agreement, in whole or in part, to any other person or firm without first obtaining the CITY'S written approval. It is agreed that all covenants, conditions, agreements and undertakings contained in this Agreement shall extend to and be binding on the respective successors and assignees accepted by the CITY.

ARTICLE 12 LABOR ACTIVITY

If any strike, boycott, picketing, work stoppage, slowdown or other labor activity is directed against the COUNTRY CLUB resulting in curtailment or discontinuance of services performed hereunder, the CITY shall have the right, during said period, to cause the services required under this Agreement to be performed by others without liability by the CITY or COUNTRY CLUB. During such period, if the services are being provided by others, this Agreement shall be abated.

ARTICLE 13 OTHER PROVISIONS

13.01 SEVERABILITY: If any provision of this Agreement or the application thereof to either party to this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions of this Agreement which can be given effect without the invalid provision, and to this end, the provisions of this Agreement are severable.

13.02 AUTHORIZED USES ONLY: Notwithstanding anything to the contrary herein, COUNTRY CLUB shall not use or permit the use of the Facility for any illegal or unauthorized purpose nor for any purpose which would invalidate any insurance policies of the CITY or any policies of insurance written on behalf of CITY under this Agreement.

13.03 **NO WAIVER:** There shall be no waiver of the right of the CITY to demand strict performance of any of the provisions, terms and covenants of this Agreement nor shall there be any waiver of any breach, default or non-performance hereof by COUNTRY CLUB, unless such waiver is explicitly made in writing by the CITY.

13.04 RIGHT TO REGULATE: Nothing in this Agreement shall be construed to waive or limit the governmental authority of the CITY, as a political subdivision of the State of Florida, to regulate COUNTRY CLUB with respect to the COUNTRY CLUB PROPERTY.

13.05 **ENTIRETY OF AGREEMENT:** The parties hereto agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except as may be specifically authorized herein or by written instrument executed by the parties hereto.

13.06 SECURITY: COUNTRY CLUB shall be responsible for the reasonable and prudent security and protection of the facility and the equipment, furnishings and fixtures.

13.07 **NOTICES:** Any notice given under this Agreement except otherwise noted shall be in writing and shall be hand-delivered or sent by Registered or Certified mail, return receipt requested to:

To the CITY: City Manager and City Attorney
City of Coral Gables
P.O. Box 141549
Coral Gables, Fl 33114-1549

To the COUNTRY CLUB: President
The Country Club of Coral Gables
997 North Greenway Drive
Coral Gables, Fl 33134

and

John Kirk McDonald, P. A.
370 Minorca Avenue, Ste. 6
Coral Gables, FL 33134

or to such other respective addresses as the parties may designate to each other in writing from time to time. Notices by Registered or Certified Mail shall be deemed given on the delivery date indicated on the return receipt from the U.S. Postal Service.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

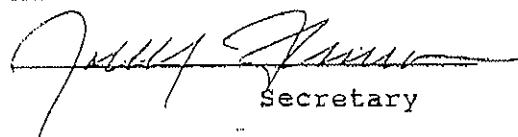
Attest:


VIRGINIA L. PAUL

CITY CLERK

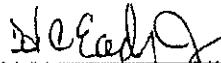
Authority of Resolution No. 29028 duly passed and adopted by Coral Gables City Commission February 27, 1996.

Attest:


Secretary

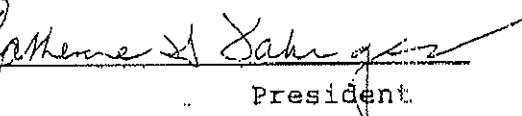
CITY OF CORAL GABLES

By

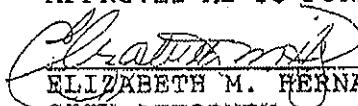

H.C. EADS, JR.
CITY MANAGER

COUNTRY CLUB OF CORAL GABLES,
INC.

By


President

APPROVED AS TO FORM AND CONTENT;

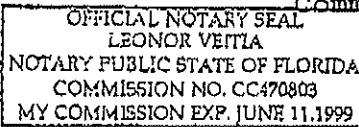

ELIZABETH M. FERNANDEZ

CITY ATTORNEY

STATE OF FLORIDA ;
COUNTY OF DADE ;

The foregoing instrument was acknowledged before me this day of March, 1996 by H.C.EADS, JR. and VIRGINIA L. PAUL, City Manager and City Clerk, respectively of the City of Coral Gables, on behalf of the City, who are personally known to me.

My commission expires:


Notary Public, State of Florida
Print name LEONOR VETTIA
Commission No. CC470803

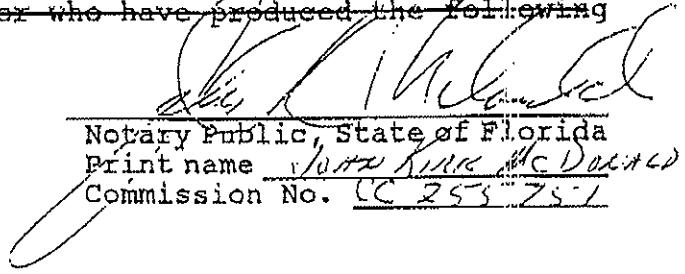
STATE OF FLORIDA
COUNTY OF DADE

OFFICIAL NOTARY SEAL
LEONOR VETTIA
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC470803
MY COMMISSION EXP. JUNE 11, 1999

The foregoing instrument was acknowledged before me this 5-7-96 day of March, 1996 by CATHARINE FERNANDEZ and JOHN K. McDONALD as corporate officers of the Country Club of Coral Gables, Inc. who are personally known to me or who have produced the following identification:

My commission expires:

JOHN K. McDONALD
Notary Public, State of Florida
My Comm. expires Feb. 19, 1997
No. CC255751


Notary Public, State of Florida
Print name JOHN K. McDONALD
Commission No. CC255751

CITY OF CORAL GABLES, FLORIDA

RESOLUTION NO. 29028

A RESOLUTION AUTHORIZING EXECUTION OF MANAGEMENT AGREEMENT WITH COUNTRY CLUB OF CORAL GABLES, INC. FOR PURPOSE OF MANAGING AND OPERATING COUNTRY CLUB PROPERTY LOCATED AT 997 NORTH GREENWAY DRIVE, WHICH IS OWNED BY CITY OF CORAL GABLES, FLORIDA.

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF CORAL GABLES:

1. That the City Manager and City Clerk shall be and they are hereby authorized to execute in behalf of the City of Coral Gables, a Management Agreement with the Country Club of Coral Gables, Inc. for the purpose of managing and operating the Country Club property located at 997 North Greenway Drive, which is owned by the City of Coral Gables, Florida and that the authorization herein given is based upon the facts hereinafter set forth.
2. That the City of Coral Gables is the owner of the property and buildings located at 997 North Greenway Drive in Coral Gables, Dade County, Florida, hereinafter referred to as "Coral Gables Country Club Property".
3. That the buildings and sites which constitute the Coral Gables Country Club Property are of significant historical interest to the City of Coral Gables.
4. That the Coral Gables Country Club Property from its inception has been a social gathering place for the citizens of the City of Coral Gables and has served as a community center for many civic, business and social clubs.
5. That the Coral Gables Country Club Property has in the past, is presently, and will in the future continue to be used for the recreational and social use, benefit and enjoyment of the citizens of Coral Gables.
6. That during civil emergencies, the Coral Gables Country Club Property has provided shelter to the community, as it did during past hurricanes, and also functions as a neighborhood information center.
7. That the Coral Gables Country Club Property has served as a polling place during local and County elections.
8. That in response to the community's needs, the City Commission has deemed that a public purpose exists, and that the public interest would be served in the City's redevelopment and improvement of the Coral Gables Country Club Property.
9. That pursuant to the direction of the City Commission the Management Agreement herein has been negotiated and is authorized to be executed according to the terms and conditions set forth therein.

10. That the executed agreement shall be made a part of this resolution and kept on file in the Office of the City Clerk.

11. That this resolution shall become effective upon the date of its adoption herein.

PASSED AND ADOPTED THIS TWENTY-SEVENTH DAY OF FEBRUARY,
A.D., 1996.

RAUL J. VALDES-FAULI
MAYOR

ATTEST:

VIRGINIA L. PAUL
CITY CLERK

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