

1 MS. MENENDEZ: Anthony Bello?
 2 MR. BELLO: Yes.
 3 MS. MENENDEZ: Jeff Flanagan?
 4 MR. FLANAGAN: Yes.
 5 MS. MENENDEZ: Eibi Aizenstat?
 6 CHAIRMAN AIZENSTAT: Yes.
 7 As to the second item --
 8 MS. ALBERRO MENENDEZ: I'd like to make the
 9 same motion, unless somebody wants to add
 10 something to it.
 11 CHAIRMAN AIZENSTAT: Please continue.
 12 MS. ALBERRO MENENDEZ: The motion is that
 13 we recommend approval, subject to conditions
 14 set forth in the restrictive covenant that
 15 provides protection to the neighborhoods -- the
 16 residential neighborhood.
 17 CHAIRMAN AIZENSTAT: And with Staff's
 18 recommendations?
 19 MS. ALBERRO MENENDEZ: Oh, I didn't read
 20 the recommendations. Let me read the
 21 recommendations.
 22 MR. LEEN: Ms. Russo, are you okay
 23 proffering that? It is a rezoning.
 24 MS. ALBERRO MENENDEZ: Is this the script?
 25 MR. LEEN: Are you proffering those?

1 CHAIRMAN AIZENSTAT: -- the record at the
 2 beginning.
 3 MS. ALBERRO MENENDEZ: Yes.
 4 MR. PEREZ: Second.
 5 MR. FLANAGAN: Second -- oops, sorry.
 6 CHAIRMAN AIZENSTAT: Let it show that --
 7 MR. PEREZ: I'll second.
 8 CHAIRMAN AIZENSTAT: Alberto went ahead and
 9 seconded. Any discussion?
 10 Call the roll, please.
 11 MS. MENENDEZ: Alberto Perez?
 12 MR. PEREZ: Yes.
 13 MS. MENENDEZ: Marshall Bellin?
 14 MR. BELLIN: Yes.
 15 MS. MENENDEZ: Anthony Bello?
 16 MR. BELLO: Yes.
 17 MS. MENENDEZ: Jeff Flanagan?
 18 MR. FLANAGAN: Yes.
 19 MS. MENENDEZ: Maria Menendez?
 20 MS. ALBERRO MENENDEZ: Yes.
 21 MS. MENENDEZ: Eibi Aizenstat?
 22 CHAIRMAN AIZENSTAT: Yes.
 23 MR. FLANAGAN: Okay, could I just suggest,
 24 for your own protection, that the radius list
 25 and everything be reviewed?

1 MS. RUSSO: In the rezoning? I think
 2 Maria -- Ms. Menendez, I think in that, because
 3 the second ordinance is for the rezoning --
 4 MR. LEEN: It's just for rezoning.
 5 MS. RUSSO: -- that we want the conditions
 6 to be on the site plan, but on the change in
 7 zoning, if you put the --
 8 MS. ALBERRO MENENDEZ: Got it. You're
 9 right. Yes.
 10 MS. RUSSO: Okay, because --
 11 MR. LEEN: It's only if they would proffer
 12 it.
 13 MS. ALBERRO MENENDEZ: Yes.
 14 MR. LEEN: But you have already -- You're
 15 proffering that as to the first one.
 16 MS. RUSSO: I'm already proffering the
 17 conditions for the site plan.
 18 MS. ALBERRO MENENDEZ: Okay.
 19 MS. RUSSO: On the change in zoning, we'd
 20 like it to just be --
 21 MS. ALBERRO MENENDEZ: Okay. So I
 22 recommend that we recommend the change in
 23 zoning.
 24 CHAIRMAN AIZENSTAT: As was read into --
 25 MS. ALBERRO MENENDEZ: The record.

1 MS. RUSSO: I'm going to review it, and I'm
 2 going to check it and make sure that all the
 3 properties match, and I will report back to you
 4 and to Staff.
 5 MR. LEEN: And Mr. Chair, I would just like
 6 to say, for purposes of the record, and Laura,
 7 please provide this to the U.S. Government and
 8 the County, but we would -- We're hopeful that
 9 they will continue to support you with your
 10 grant so that the City Commission can consider
 11 this. This is a very important project for the
 12 community and it should be able to be
 13 considered by the City Commission.
 14 MS. RUSSO: Thank you very much. Thank you
 15 all very much, ladies and gentlemen.
 16 CHAIRMAN AIZENSTAT: Thank you. Let's take
 17 a five-minute recess and then we'll continue.
 18 (Thereupon, a brief recess was taken.)
 19 CHAIRMAN AIZENSTAT: Okay, moving forward,
 20 the next item on the agenda is an Ordinance of
 21 the City Commission of Coral Gables, Florida,
 22 providing for text amendments to the City of
 23 Coral Gables Official Zoning Code: Amending
 24 Article 5, "Development Standards," Section
 25 5-1408, "Common driveways and remote off-street

parking," by providing regulations, restrictions and procedures for the use of remote parking in and near the Central Business District, known as CBD; amending the reference to remote parking in Article 5, "Development Standards," Section 5-1409, "Amount of required parking," to match the changes to Section 5-1408; providing for severability, repealer, codification and an effective date. This item is continued from the March 12, 2014 meeting and also from the April 9th, 2014 meeting of the Planning and Zoning Board.

Presentation, please.

MR. WU: Thank you, Mr. Chair.

If Aaron can pull up the slides. Thank you.

We have some updates before you. The current provision at 5-1408 allows remote parking in the CBD. It has to be within 500 feet of the building site, it cannot be located within a single-family district, and need to provide either a restrictive covenant or parking easement. A different section of the Code caps it at 50 percent for residential uses.

We're showing you where the Downtown area is. What we'd like to do is to give you a summary of the changes since your last hearing.

First, pursuant to request, we deleted the ownership requirement and the unity of title requirement. Now we do allow covenant in lieu of unity of title.

Second, we do allow City Commission waiver to exceed 1,000 foot distance separation between the use and the remote parking location.

Third, we also allow City Commission waiver to allow remote parking outside the City.

Fourth, we do allow remote parking for all uses. At one time, we only allowed 50 percent for restaurant and retail uses. Now we allow it for all uses.

And we also allow remote parking for post-1964 structures. In the past, it was not allowed for post-1964 structures.

We deleted the requirement that it has to be "exceptional relief" to be part of the application.

Further, the changes we made reduced the lease term from five years to an annual lease,

which is one year.

We increased the reporting period if there are changes made for remote parking use from two days to five days. That's a part of the public comment.

And the discretion from the Director to approve the remedial plan needs to be "reasonable." And the decision for noncompliance has to only be pertaining to material matters.

Staff inspection of remote parking is going to be based on the normal operating hours of the intended use, that is, the use that needed the remote parking, those are the hours we will follow to inspect the remote parking location.

And last but not least, but it's very important from the public, is to allow annual affidavit confirming the information is correct, as opposed to providing all new documentation on an annual basis as part of the certificate of use.

This is a graphic to show where the Downtown is, and outside the Downtown is where the use requesting the remote parking can expand, and generally it's about three and a

half blocks north and three and a half blocks south. We just wanted to show you that area for the Downtown is expanded -- for the CBD is expanded about twice the size when you go outside a thousand feet. So the use can be as far away as three blocks away from the CBD, north or south, but remote parking can be even a thousand feet away from that. And this is the graphic to demonstrate how we believe it encompasses pretty much the entire Downtown.

Project eligibility. This is some of the old information from the past ordinance. It pertains to expansion of use or a change of use. The use has to be within the CBD or within a thousand feet of the CBD, as we've shown in the previous map. The Director has to find it's infeasible or impracticable to provide required parking on-site. And a one-time finding cannot be a basis for later enforcement, so once it's approved, it's done.

Requirements for remote parking. May be outside CBD, but has to be 1,000 feet. As I said, that's going to be waivable by the City Commission. It has to be within City limits. Also, the second waiver can be applied by the

Page 97	Page 99
<p>1 City Commission. Again, not in a single-family 2 district, and it can be either owned and leased 3 by the applicant. It's not going to be 4 required to be owned, only. It's going to be 5 leased or owned.</p> <p>6 Application has not changed. You have to 7 provide information on the survey of the 8 parking.</p> <p>9 Documentation, whether it's owned or 10 leased, and if it's leased, a minimum of 11 one-year lease, and if it's terminated, not to 12 be less than 90 days. That was reduced from 13 180 days, from the last time you saw this.</p> <p>14 You have to demonstrate that remote parking 15 is not needed to serve the development where 16 they are located or they're excess parking, and 17 a copy of the approved plan for remote parking, 18 and demonstrate that no action will interfere 19 with the arrangement, and an application fee.</p> <p>20 Covenant in lieu of unity of title is very 21 important for the public, and now it's either 22 leased or owned. And if they are going to 23 relocate it, it requires a new application.</p> <p>24 To report on plan changes within five days, 25 that was increased from two days, and submit a</p>	<p>1 We would like to put on the record our 2 concerns for remote parking located outside the 3 City. One, it can't be verified whether the 4 parking meets the needs of the original 5 intended use. For instance, if someone found 6 parking within a City of Miami garage, we don't 7 know if that garage -- whether that use who is 8 using that garage meets the intended use or 9 whether they have surplus parking or they have 10 sufficient parking and they're just leasing 11 parking in addition to the required parking.</p> <p>12 We have no authority to enforce the Zoning 13 Code in another jurisdiction. Let's say that 14 jurisdiction -- the use says they have enough 15 parking. We have no way to verify that 16 information.</p> <p>17 We have a lack of information of where that 18 use is, what the type of use is and their 19 parking ratio, and we don't have any 20 information as to a change of use that is 21 forthcoming, because that is on a year-to-year 22 or maybe month-to-month basis, whether the 23 parking ratios or parking needs change when the 24 use is changed. We also have no knowledge if 25 parking spaces are over-committed or if they</p>
Page 98	Page 100
<p>1 remedial plan within 10 days, and that can be 2 extended by the Director for good cause.</p> <p>3 Authorize Staff entry during normal 4 operating hours of the intended use. Annual 5 affidavit submittal. As I said, that was an 6 important change from the public, as part of 7 the COU renewal, on an annual basis. And 8 appeals of the Director's decisions already 9 embedded in the Code provisions today.</p> <p>10 Remedial plan is pretty much the same, 11 payment in lieu of, modify intended use, secure 12 additional remote parking or provide parking 13 on-site.</p> <p>14 Failure to comply, which is if they fail to 15 notify or cure. Fail to cure and the 16 application is revoked and may not reapply for 17 six months.</p> <p>18 Again, very important, City Commission 19 waiver. They can waive the 1,000-foot distance 20 between the remote parking and the project, and 21 the parking has to be located within the City. 22 That's also waivable by the City Commission.</p> <p>23 And the City Commission has to make two 24 findings: One, no harm to the public interest, 25 and will not create parking problems.</p>	<p>1 serve different projects or uses outside the 2 City.</p> <p>3 It's very difficult for Staff to do site 4 visits for locations located outside the City. 5 And we are concerned about our parking; public 6 parking will be taxed if the remote parking 7 located outside the City is not being used as 8 originally intended.</p> <p>9 So, regardless, we still have a waiver 10 provision, for the Commission to waive the 11 requirement that it has to be within the City. 12 If the Commission waives it, it can be outside 13 the City.</p> <p>14 That concludes Staff's presentation.</p> <p>15 CHAIRMAN AIZENSTAT: Thank you. At this 16 time, I'd like to open it up to the floor. How 17 many speakers do we have?</p> <p>18 MS. MENENDEZ: We have one speaker.</p> <p>19 CHAIRMAN AIZENSTAT: One speaker? Okay, if 20 you can call the gentleman, please.</p> <p>21 MS. MENENDEZ: Mr. Adair?</p> <p>22 MR. ADAIR: Thank you.</p> <p>23 Good evening. Perry Adair, 121 Alhambra 24 Plaza, Tenth Floor, Coral Gables. So we're 25 making progress. Let me go through and tell</p>

1 you the remaining concerns that we have about
2 the ordinance, and I'll just take them in turn.

3 Let me just pick up with the last one, the
4 parking outside the City. When I -- When I
5 left our last hearing, my understanding from
6 the Board was that the direction was, the
7 parking was to be allowed outside the City. It
8 wasn't a request; it was a direction from this
9 Board. It's not for me to interfere between
10 you and your Staff, that's not my point, but
11 there's some things that have happened and
12 that's the first one that came to mind, is that
13 the direction I thought was very clear, the
14 parking was to be allowed outside the City, and
15 that change has not been made. It is now
16 something that's up to the City Commission, in
17 other words -- Variance is not the right word.
18 They have a right to give a waiver. I don't
19 think that was your instruction.

20 So some of these things are wordsmithing.
21 If we go to Page 2, Subsection B -- one, two,
22 three, four, five lines from the bottom, it
23 shouldn't be "may be granted." It should be
24 "shall be granted," if you meet the
25 requirements of the ordinance. So, where it

1 says, "It may be granted at the reasonable
2 discretion of the City and only applies to the
3 terms of this section," this is a -- It sounds
4 like wordsmithing, but it goes a little bit
5 beyond that. So what are we trying to
6 accomplish? We're trying to put in place an
7 ordinance to allow for remote parking, so
8 someone looking to come to the City or to
9 change an existing use can look at the
10 ordinance and say, "If I do these things, I
11 have a right to the remote parking, if I meet
12 these requirements." The point is to add some
13 certainty to the process, to make it objective
14 and take the discretion out of it, so if you
15 meet A, B, C and D, sort of like a -- I don't
16 know what you call it -- the law as to a
17 special exception, right, so if you meet these
18 requirements, the special exception is granted.
19 It shouldn't be any more discretion left to it.
20 If you meet these requirements, you should be
21 able to have the certainty of being entitled to
22 remote parking.

23 So, again, maybe it's just phraseology or
24 semantics, but it says "may be granted in the
25 reasonable discretion." That really defeats

1 the purpose.

2 MR. WU: Can you repeat that, where you
3 are, again?

4 MR. ADAIR: Sure. So that comment is on
5 Page 2. It is 5-1408, subparagraph capital B.

6 MS. ALBERRO MENENDEZ: Are you looking at
7 the ordinance?

8 MR. ADAIR: Yes. Absolutely, yes.

9 So, if we go one, two, three, four, five
10 lines from the bottom, you see where we took
11 out "constitutes exceptional relief which," and
12 we picked up -- and it says "may be granted in
13 the reasonable discretion." My point is that
14 that's really not what we're trying to
15 accomplish. It should be, "It shall be
16 granted," if you meet the requirements of the
17 ordinance.

18 Okay. So, if we go on to Page 3, in
19 subparagraph A, at the top there, location
20 within the City, we discussed that at the last
21 hearing. I explained what I thought, why it
22 should be outside the City, and I thought we
23 ended up with your direction to Staff, it must
24 be allowed outside the City.

25 Now, here is probably the biggest area

1 of -- how to put it -- policy disagreement:
2 The infeasibility or impracticality of
3 providing required parking, and this is what it
4 says now. "Application may be approved" -- we
5 took out "only" -- "if the physical layout of
6 the proposed project, as determined in the
7 reasonable discretion of the Director of
8 Development Services, cannot reasonably be
9 altered to provide the Zoning Code required
10 parking on-site as part of a proposed expansion
11 or change of use."

12 Well, that's not what we're trying to
13 accomplish, right? Because now we're saying
14 you can't change the physical plan to allow for
15 the parking, but that's not -- The change to a
16 physical plan is not the only reason someone
17 might want to have the remote parking
18 elsewhere. Some of the discussion we've had
19 from the Board is, it is not the ideal solution
20 in all cases to have a parking garage on the
21 first few floors of the building and have the
22 uses above. It works in some places; it
23 doesn't work in others. But why should it be
24 for the City -- If it's going to allow remote
25 parking, why tell the person who wants to

<p style="text-align: right;">Page 105</p> <p>1 change their use or bring in a new use, "It's 2 our decision, us, the City, to decide what's 3 impractical or infeasible"? That's not the way 4 the private market should operate. It should 5 be the developer saying, "You know what, I can 6 have a better project here if I put my parking 7 remotely, within a thousand feet. It is not an 8 ideal solution in this part of the City for me 9 to put my parking on-site." 10 But the way it reads now, and this may not 11 be the intent of it, but the way it appears to 12 read now is, a developer comes and says, "I 13 want to change this use, I want to alter this 14 use or expand this use," and the response will 15 be, from the City, "Well, you could alter the 16 physical plan and have your parking on-site, so 17 you're out of the game." 18 Well, that's not what we're trying to 19 accomplish. We're trying to put some certainty 20 in a process where someone says, "It is a 21 better solution for this project to have the 22 parking off-site," and not to foreclose that 23 and not to put the feasibility in the hands of 24 the City, to tell the developer what makes a 25 better project. It's for them to propose it.</p>	<p style="text-align: right;">Page 107</p> <p>1 determined with their rules. So, if that owner 2 of that property has spaces to lease that are 3 surplus within whatever the meaning that Code 4 is, that should be the end of it. They have 5 the spaces to lease. 6 I can -- on a practical level, I can 7 understand that you're concerned about not 8 having control over that property outside the 9 City. I'm going to say what I said last time. 10 You don't need that. What you need is control 11 over the use in your City, because as soon as 12 you close down the use, there won't be any need 13 for any parking remotely, inside the City or 14 outside the City. Either they show you they're 15 in compliance, they show you they have the 16 parking to be available, wherever it is -- you 17 don't need any jurisdiction over the property 18 outside the City. Even though you're going to 19 ask for a covenant from them, and we're at 20 peace with that, you don't need control over 21 that property. You need control over the use. 22 And I've not heard the first thing in any of 23 our hearings about you don't have absolute 24 control over the uses, the use that's in the 25 City.</p>
<p style="text-align: right;">Page 106</p> <p>1 So, if you're going to allow it within a 2 thousand feet, and a hundred percent of it 3 off-site, anyway, then why limit the 4 possibilities to do that only when you can't 5 alter the physical plan to have your parking 6 on-site? That really wasn't -- I came away 7 from our prior hearing that that was not the 8 intent of this Board. 9 Okay, so now we go on to the next -- on to 10 Page 4, and up at the top -- This really goes 11 to the City parking -- I'm sorry, the parking 12 outside of the City. So, if the parking is 13 inside -- When you go to determine what's 14 surplus parking, in the City it should be 15 according to your Code. I mean, how else would 16 you decide? What's surplus is surplus, 17 according to your Code. The same thing outside 18 the City. What is surplus for them, they have 19 to rent. Whatever their parking -- For 20 instance, here surplus parking is surplus, this 21 number of spaces above the required parking. 22 That's the simple definition in the City. But 23 another jurisdiction may have another 24 definition of it, of what is surplus parking to 25 them. Their surplus parking ought to be</p>	<p style="text-align: right;">Page 108</p> <p>1 Okay, so if we go, still on Page 4, under 2 the covenants -- We call it a covenant in lieu 3 of unity of title. I don't think you should 4 call it that at all anymore. It should just be 5 a covenant. But then what the covenant has to 6 say, so that -- and I think we may just not 7 have been as precise about what we want in the 8 covenant as we practically should have been. 9 So Paragraph 7b, what it reads to me as, you're 10 asking for a covenant of the person who owns 11 the ground where the spaces are going to be. 12 You want that person to say that if the 13 applicant plans to relocate their remote 14 parking to another location that meets the 15 requirements of this subsection, it shall 16 submit an application to amend their remote 17 parking approval promptly, at least 90 days 18 prior to the termination of the remote parking 19 arrangement. Such amendment shall be subject 20 to the same application requirements, 21 procedure, et cetera. 22 Okay. So, now, this is what this appears 23 to say, that we want the person who owns the 24 property where the remote parking is to sign a 25 covenant that says what the applicant, the</p>

1 operator of the use, is going to do. How is he
2 going to know what the operator of the use is
3 going to do? And not to be glib about it, what
4 does he care? I have a lease with this guy,
5 for this term, to use these spaces. If he's
6 going to go -- if he doesn't want them anymore,
7 I don't care why he doesn't want them. It's
8 not important to me.

9 So why would you require the owner of the
10 property where the spaces are going to be to
11 covenant to anything else except, "I've got the
12 spaces and I've got the lease with this guy,
13 and I agree with you, I can't terminate the
14 lease in less than 90 days." What else
15 matters? So I don't think that he would have
16 any reason to be in a position for that person
17 to say, "I know what the applicant is going to
18 do," going forward.

19 Okay. Now, at the bottom of Page 4, and I
20 think I understand the concept of it, you want
21 to be able to go and inspect where the parking
22 is during the hours the use is in operation.
23 So I think this is just a little broader than
24 what you had intended, because it says, "The
25 applicant authorizes the City to enter the

1 premises of the facilities housing the remote
2 parking during normal hours of the operation of
3 the use."

4 So we have a restaurant over here that's
5 open till 2:00 in the morning. The City wants
6 to be able to access the premises where the
7 parking are, but that premises might very well
8 be closed. What you really want to be able to
9 enter is where the parking is. You want to be
10 able to go where the off-site parking is. So,
11 if it's excess parking in an office building,
12 you're not asking the owner of that property to
13 say, "You can come in my property -- because
14 this restaurant that's using the parking is
15 open till 2:00 in the morning, you can come in
16 my office building at 2:00 morning." I don't
17 think you have any interest in that, and I
18 don't think that's what was intended. What you
19 want to do is be able to make sure the parking
20 facility is accessible during those hours that
21 the use is open. So I think maybe that
22 language is just a little broader than you had
23 meant it to be.

24 If we go over to the remedial plan, on Page
25 5, so we go to -- one, two, three, four -- four

1 lines from the bottom, actually five lines from
2 the bottom, so now we're talking about the
3 remedial plan, and it says you can use any
4 combination of alternatives. So the context
5 we're in now is, something has happened to my
6 remote parking that I had originally gotten
7 approved. So I've got to go somewhere else.
8 So here's my remedial plan, here's what I'm
9 going to do to fix the problem, because that
10 parking is no longer available. Permitted by
11 the -- so the alternative is going to be any of
12 them permitted by the City Code and Zoning Code
13 in effect at the time, which may include
14 partial or total alternative remote parking
15 arrangements. Then it goes to say, "as the
16 Development Services Director finds in
17 accordance with this section." Well, there's
18 no finding to be made, right? There's no
19 finding -- There's no discretion, there's
20 nothing for the Development Director to find.
21 The point of it is, there are a finite number
22 of solutions. You either find other remote
23 parking or you have your -- you figure a way to
24 put your parking on-site, or you alter your
25 use, where you don't need the extra spaces

1 anymore. There's nothing to find. It's those
2 three things. There's no other determination
3 to make. And maybe the intent of that was,
4 he's got to find you've done one of those
5 things and that was all that was intended, but
6 that's not exactly how it reads.

7 Okay, so now we go down to Paragraph 8, sub
8 c, where it says -- again, we're in the context
9 of the remedial plan, what you can do to fix
10 the problem if your parking has disappeared,
11 "Secure alternate remote parking," and then you
12 struck out, I don't know why, "or provide
13 additional on-site parking." I mean, you
14 wouldn't strike that out. That would be a
15 solution. If you could make the change and
16 have it on-site, that's an option that's always
17 available to you. I think maybe that was just
18 a typo.

19 MR. WU: That became d.

20 MR. ADAIR: I see.

21 MS. ALBERRO MENENDEZ: Yeah.

22 MR. ADAIR: I take it all back.

23 MR. WU: Yes.

24 MS. ALBERRO MENENDEZ: He covered that.

25 MR. ADAIR: He's right and I'm wrong.

1 So now we go to renewal and I think that in
2 the renewal section, you see that in the --
3 one, two, three lines from the bottom, where it
4 says "Matters addressed under subsection B.6,"
5 right? Then you go to the bottom, the last
6 line. It says subsection B. Now, it really
7 should be B.6 in both places, because not all
8 of subsection B will apply in that
9 circumstance, right? All of subsection B is
10 not just what you need to get the remote
11 parking, but your remedial plan and everything
12 else. That's really not what you're interested
13 in. At the time of the renewal, what you're
14 interested in is, "What you told us in the
15 beginning is still the case." So you don't --
16 The point is, you don't need to capture all of
17 Part B. You need to really capture the items
18 in B.6, and that may be just a typo, as well,
19 because I think if you go to the third line,
20 you'll see B.6 is there, and I think really
21 that's what you meant to have at the end.

22 On Page 6, the "located in the City" is
23 repeated. I've made my point on that. And
24 then if we go to Page 7, the remote parking
25 spaces, you see in E.3, again, we have a

1 section note in the next-to-last line of
2 subsection 3, of Section 5-1408, capital B. I
3 don't think you really mean that, because then
4 you capture the entirety of the ordinance, and
5 that's not what you're trying to capture there.
6 What you're really trying to capture is if
7 they've got in compliance with the requirements
8 to have remote parking.

9 And that's all the comments I have. If
10 there's questions, I'm happy to entertain them,
11 but it's relatively straightforward, I think.
12 Thank you.

13 CHAIRMAN AIZENSTAT: Thank you.

14 MR. LEEN: Mr. Chair?

15 CHAIRMAN AIZENSTAT: Yes.

16 MR. LEEN: If I may, because Mr. Adair is
17 an attorney, I would like to ask Susan to be
18 able to respond on behalf of Staff, so she
19 could explain the reasoning behind some of
20 those terms, and then of course if you need
21 to hear from either of them or -- I have a
22 couple thoughts, too, I wanted to express to
23 you before you begin your discussion, but I'd
24 ask Susan to come up first.

25 CHAIRMAN AIZENSTAT: Thank you.

1 MS. TREVARTHEN: Good evening, Mr. Chair,
2 Members of the Board.

3 Susan Trevarthen -- Weiss Serota Helfman --
4 for the City. I took some notes, so let me see
5 if I've caught everything that just came up in
6 the presentation. Mr. Adair --

7 CHAIRMAN AIZENSTAT: State the office
8 address, please?

9 MS. TREVARTHEN: Pardon?

10 CHAIRMAN AIZENSTAT: Could you state the
11 office address, please?

12 MS. TREVARTHEN: Oh. 2525 Ponce. Okay.

13 CHAIRMAN AIZENSTAT: Thank you.

14 MS. TREVARTHEN: Just down the street.

15 CHAIRMAN AIZENSTAT: For the record.

16 MS. TREVARTHEN: So Mr. Adair's point is
17 that the Board had suggested that the parking
18 be outside of the City, in his first point, and
19 of course, that's been addressed thoroughly in
20 the Staff PowerPoint, where they gave you a
21 list of eight reasons why they're concerned,
22 and this is ultimately a policy determination
23 of whether this is sustainable or not.

24 We understand Mr. Adair's position is that
25 as long as you control the use, you're fine,

1 but we know that we've seen situations, as
2 we've researched and looked into the use of
3 parking in the City so far, in working on this
4 ordinance and looking at other requests, where
5 what the user knew about the parking and what
6 was actually being done with the parking were
7 two different things, and it's always been the
8 guiding principle, I think, of Staff's work on
9 this and their directions in terms of drafting
10 this ordinance, is that we need to have both
11 sides of the equation tied so that we can
12 assure that this works in the manner in which
13 it's intended. So they have laid out their
14 rationale in the PowerPoint presentation for
15 why parking outside the City is not something
16 that they feel comfortable with. Ultimately,
17 you will make a recommendation on that, but
18 that they are firm in that position.

19 The second issue that was raised by Mr.
20 Adair was changing the "may be granted" to the
21 "shall be granted," and at that point we're
22 looking at the ordinance on -- let me turn to
23 the right page here -- Page 2. And his -- I'm
24 going to address that with his third point,
25 which was regarding the determination of the

<p style="text-align: right;">Page 117</p> <p>1 infeasibility or impracticability of providing 2 the required parking on-site. Those two things 3 are tied together, and that is precisely why it 4 says "may" and not "shall," because there is an 5 element of discretion in the way that the 6 ordinance has been drafted, that as a 7 preliminary matter, a justification needs to be 8 made and a determination needs to be made that 9 it's not feasible to provide the parking 10 solution on-site. 11 Throughout the process of looking at the 12 issues associated with this ordinance, your 13 Staff has considered alternatives, they've 14 heard the input received, but continues to 15 believe that that is the better approach, and 16 not to open this procedure to be able to be 17 used just for any reason, that it should only 18 be something that comes into use if it's not 19 feasible to provide that parking on-site. The 20 whole philosophy behind it, from Staff's 21 perspective, is that you're providing relief to 22 people in difficult situations, where they 23 really don't have the capacity to handle it on 24 their site. 25 So, again, these are differences, really,</p>	<p style="text-align: right;">Page 119</p> <p>1 calculate the surplus if you're outside of the 2 City, and I'm not sure I totally followed that 3 question. Did you pick up on that? 4 MR. WU: Well, I can tell what Staff's 5 position is, is that we have no way to affirm 6 whether indeed there's a surplus for a parking 7 facility outside the City. We would just have 8 to take the application at its face value. We 9 don't have the wherewithal to follow through, 10 or the time to go through a large use and 11 verify each intended use and verify the parking 12 ratio. So we're concerned about, in the entire 13 process for remote parking outside the City, a 14 number of things that can go wrong, that will 15 not make it an effective remote parking 16 situation. 17 But in any respect, we thought that we 18 would allow the Commission waiver so it could 19 be done on a case-by-case basis, in very 20 selective cases. 21 MS. TREVARTHEN: And I believe Mr. Adair 22 was talking about what rules are used to 23 measure the availability of parking outside the 24 City, and I'm not sure we really wrote this to 25 say that, for example, a facility outside the</p>
<p style="text-align: right;">Page 118</p> <p>1 of policy, and the Board will deliberate on 2 that, but Staff's position is that it is -- 3 there is an element of discretion. Certainly, 4 much of the discretion has been removed from 5 the ordinance through the revisions to it, but 6 this element of discretion remains. 7 Would you like to add to that? 8 MR. WU: I just wanted to add the very 9 important word, "reasonable." It's not just 10 sole discretion of one person. 11 MS. TREVARTHEN: Exactly. 12 MR. WU: We specifically followed Mr. 13 Adair's request to add the word "reasonable." 14 So there must be some reasonable discussion 15 that if it's denied, it's not going to be 16 unreasonable. It has to be reasonable for us 17 to approve it. 18 So I think that is the middle ground we 19 felt comfortable with. 20 MS. TREVARTHEN: And it provides some 21 accountability in terms of the concerns that 22 were expressed previously about, perhaps, fears 23 of an arbitrary determination. 24 The next point that I have here is -- I 25 believe there was something about how you</p>	<p style="text-align: right;">Page 120</p> <p>1 City would be measured by Coral Gables rules. 2 That was not something that was part of our -- 3 MR. WU: And it's not, and I don't know 4 if a person with authority may be -- well, 5 let's be frank here, we're just talking about 6 the City of Miami here -- with authority to 7 say, "I will certify something that you assess 8 parking for this facility." I don't know if 9 that's going to occur. So what we'll have is, 10 we cannot rely on an applicant doing the counts 11 on their own, without someone, third-party 12 verification, of whether those counts are 13 correct and approving a lease that may or may 14 not be that it contains surplus parking. 15 MS. TREVARTHEN: So that was that concern. 16 The next one was the terminology regarding the 17 covenant. We can certainly look at that again 18 with the City Attorney, but originally we were 19 tapping into the covenant in lieu, which has a 20 whole set of Code provisions associated with 21 it, so that's why that terminology is the way 22 it is. 23 In 7b, on Page 4, Mr. Adair was asking why 24 the owner needs to covenant to the things that 25 are listed here, and I think, you know,</p>

<p style="text-align: right;">Page 121</p> <p>1 certainly this started off where the owner of 2 the parking and the owner of the use were one 3 and the same, but even now that we've allowed 4 by right for this to be a lease situation, 5 where the use is a tenant and not the owner of 6 the facility, what we found in some of the 7 situations that we've looked at is, when 8 there's a gap between how the parking is 9 treated in the lease and how the parking is 10 treated for zoning purposes, that's created 11 some real headaches, and so if you -- you know, 12 we think, and I urge Charles to jump in if he 13 has a different feeling, but based on our prior 14 conversations, aligning these things is 15 important so that everybody's expectations are 16 the same. We've had the situation where people 17 have leased more than they were entitled to 18 have under the zoning, and it created lots of 19 problems. So, when the owner is also 20 covenanting, as well as the use being bound to 21 it, through their approval from the City, and 22 ideally through their lease, as well, then you 23 have everything aligning and you have more 24 assurances that it's going to work as intended 25 so was there anything you would like to add on</p>	<p style="text-align: right;">Page 123</p> <p>1 ordinance, and this is something where 2 Mr. Adair suggests that there's no finding, 3 but, you know, this language is saying that 4 there needs to be a finding that everything is 5 in order so that the remedial plan works. 6 Certainly you're choosing one of the four 7 options that are listed here, but it's also a 8 finding that the whole thing works, because 9 what that brings in is the various requirements 10 to document, to covenant, and the other 11 requirements that are in the section. So it 12 was drafted as a finding, and it is appropriate 13 as a finding because it's a general finding of 14 accordance with the entire section, not just 15 with this section. 16 The next item there was a comment on was 17 the renewal, and that the certification at the 18 time of certificate of use should only be 19 required to demonstrate that the requirements 20 of B.6 should remain in place. And some of 21 these things are interrelated. We could 22 certainly look at that, but I'm inclined to 23 stick with the original drafting, which is that 24 that should be a finding that B is still in 25 effect, so looking at the whole section, not</p>
<p style="text-align: right;">Page 122</p> <p>1 that? 2 MR. WU: Well, I don't want to sound 3 pessimistic about it, but we also don't want to 4 create a market that a parking facility will 5 start seeing this as a business opportunity to 6 start leasing spaces. We know parking might 7 be -- might have surplus space on a practical 8 operation, but it may not be based on what the 9 Code requires. Folks will be parking based on 10 what the parking requirements are, not 11 necessarily go out and build excess parking 12 just because they want to. So we just don't 13 want to create a Code that creates a market for 14 leasing spaces left and right. 15 MS. TREVARTHEN: The next comment that was 16 raised was regarding the hours of operation. I 17 don't read the language the way Mr. Adair is. 18 Obviously, the intent is to access the parking 19 itself. We're not asking that some office 20 building be opened at 2:00 a.m. So that's 21 something where it's not a problem. We're in 22 agreement that it's the access to the parking 23 itself that's the issue. 24 The next item was regarding the remedial 25 plan, which is Number 8 on Page 5 of your</p>	<p style="text-align: right;">Page 124</p> <p>1 just at the subsection. 2 I believe that comment was also made on 3 Page 7, and again, these are intentionally B, 4 and not B.6, because these are moments where we 5 feel it's appropriate to look at whether the 6 whole scheme is in compliance with this 7 section. 8 So, based on my notes, I hope I've touched 9 on all of the issues raised. If there's 10 anything else you'd like me to address, I'd be 11 happy to do so at this time. 12 MR. LEEN: Mr. Chair, I would like to add 13 one thing. And then you could stay up to 14 answer their questions, if they have any. 15 You know, I think that -- I just wanted to 16 comment. I know this has gone through a few 17 times here where you've looked at it and given 18 comments, and I do think that Mr. Adair's 19 comments have been helpful and instructive, and 20 I think Staff has taken them in, a lot of them, 21 and incorporated them, in that spirit. 22 I do think that there should be some 23 discretion in the Development Services 24 Director. You know, one of the ideas behind 25 this is that this is not a right, it's still a</p>

Page 125	Page 127
<p>1 privilege to some extent, and there's a policy 2 determination here, which is ultimately up to 3 you and the Commission, that it's better to 4 have the parking on-site than off-site. Now, 5 you don't have to agree with that, but if you 6 do agree with it, I do think you need to give 7 some discretion to the Development Services 8 Director.</p> <p>9 The other thing I would point out is, the 10 way that this is drafted is that there's two 11 different mechanisms, really, if the applicant 12 is unhappy. If the applicant, for example -- 13 Let's say, for example, the applicant does not 14 agree with the feasibility determination of the 15 Development Services Director. Even though the 16 Development Services Director has some 17 discretion, that can be appealed. That can be 18 appealed to the Board of Adjustment and then to 19 the City Commission.</p> <p>20 Alternatively, if there's a determination 21 made regarding, you know, maybe -- Let's say 22 the applicant agrees with the Development 23 Services Director, but feels like there might 24 be -- Pardon me. Let's say the Development 25 Services Director finds it to be infeasible but</p>	<p>1 year -- that upon each lease renewal, that the 2 documentation be resubmitted, as opposed to a 3 possibly self-serving affidavit that says, "Oh, 4 I renewed my lease," but you may have no idea 5 that that actually happened.</p> <p>6 MS. TREVARTHEN: That is a change that was 7 requested by Mr. Adair, at I believe the last 8 meeting, if not the meeting before, and so 9 Staff chose to include that, but that's 10 certainly why we started with actually 11 redocumenting --</p> <p>12 MR. FLANAGAN: Right.</p> <p>13 MS. TREVARTHEN: You articulated our 14 original concern.</p> <p>15 MR. FLANAGAN: I mean, I think this has 16 turned out to be a fine compromise. The easy 17 answer is, you don't change the use and you 18 deal with what you have and what you can 19 accommodate. And so I think this has expanded 20 it tremendously, created tremendous 21 opportunity. I do agree with Craig that there 22 needs to be some discretion within Staff and 23 the City, but I think even reducing the lease 24 term from five years to one year, you ought -- 25 I would prefer to see redocumentation upon</p>
Page 126	Page 128
<p>1 there's no -- pardon me, finds it justified to 2 allow the satellite parking, to allow the 3 off-site parking, but there's not parking 4 within a thousand feet. Then you can seek the 5 Commission review and get the waiver.</p> <p>6 So, if you don't agree with how it's 7 applied, you can appeal. If you need a waiver, 8 you can go to the Commission. So there's a lot 9 of mechanisms here to seek further review, and 10 the final decision will not be the Development 11 Services Director's, if the applicant wishes to 12 go to another body.</p> <p>13 So I do think that that's why it's prudent 14 to leave some discretion to the Development 15 Services Director. Thank you.</p> <p>16 CHAIRMAN AIZENSTAT: Thank you.</p> <p>17 Any questions from the Board?</p> <p>18 MR. FLANAGAN: I have one.</p> <p>19 The change -- I don't know who to address 20 the question to, I mean, Staff or Susan.</p> <p>21 You've eliminated the requirement for annual 22 submittal of renewal documentation and you're 23 going to rely on an affidavit from the 24 applicant? I would suggest -- and you've 25 reduced the lease term from five years to one</p>	<p>1 whatever, the expiration of each lease term or 2 the commencement of any new lease term.</p> <p>3 MS. TREVARTHEN: That's a good comment.</p> <p>4 MR. FLANAGAN: That's the only comment I 5 have on this.</p> <p>6 MS. ALBERRO MENENDEZ: I'd like to make 7 just a --</p> <p>8 CHAIRMAN AIZENSTAT: Marshall?</p> <p>9 MS. ALBERRO MENENDEZ: Sorry.</p> <p>10 CHAIRMAN AIZENSTAT: That's okay.</p> <p>11 MR. BELLIN: Can somebody explain to me why 12 a change of use requires the parking situation 13 to change?</p> <p>14 MS. TREVARTHEN: It does not. It creates 15 the eligibility to ask for this to happen. You 16 know, some changes of uses are even, where they 17 have similar parking demand or they have lesser 18 parking demand. But in the event that change 19 of use triggers the need for the additional 20 parking, this is written so that person can ask 21 to use this.</p> <p>22 MR. BELLIN: But how does a change of use 23 do that?</p> <p>24 MR. WU: If it requires more parking, based 25 on the use.</p>

1 MR. BELLIN: But in the CBD, there is no
2 parking requirement, so whether it's a
3 restaurant or --

4 MS. TREVARTHEN: That's incorrect. There's
5 no parking required for under FAR of 1.45.

6 MR. BELLIN: 1.25 or 1.45?

7 MR. WU: That's correct.

8 MS. TREVARTHEN: These are uses that are
9 over that.

10 MR. BELLIN: Okay, so you've got -- Let's,
11 for argument's sake, say you have 10,000 square
12 feet in one story. So your FAR can't be any
13 more than 1, if you cover the whole site.

14 MS. TREVARTHEN: Uh-huh.

15 MR. BELLIN: If you change your use -- and
16 that's the way it generally is on Miracle Mile.
17 It's pretty much the same, in all those retail
18 spaces.

19 MR. WU: And it will not trigger --

20 MS. TREVARTHEN: This is not a requirement.
21 This is an option. So, if they are covered by
22 the 1.25/1.45 FAR exemption from required
23 parking, then they would never ask for this.
24 This is only something that the applicant would
25 ask to do.

1 MR. BELLIN: They can do it, anyway.

2 MR. WU: Yes. Today they can do that.
3 They would not need this.

4 MS. TREVARTHEN: Right, and it would never
5 be a remote parking issue. It would simply be
6 no provision of parking.

7 MR. BELLIN: So, then, should the change of
8 use be taken out?

9 MS. TREVARTHEN: No, because there are
10 buildings that are of greater FAR, that we have
11 actually had inquiries from and have been
12 talking with over the last year, who seek to
13 have this as a mechanism because they don't
14 qualify for that exemption from required
15 parking.

16 MR. WU: Yes, you do have buildings in
17 Downtown, obviously greater than 1.45, Med
18 bonus.

19 MR. BELLIN: You do, but those buildings
20 exist --

21 MR. WU: Yes.

22 MR. BELLIN: -- and generally the change of
23 use is in an office building; that's really
24 where it occurs. So the change of use from an
25 office space to a psychiatrist's office,

1 basically it's the same, but the use is
2 different, so therefore what happens?

3 MS. TREVARTHEN: What happens is, the
4 applicant never comes to the City and this
5 never becomes an issue. This is an
6 applicant-driven process. It's not something
7 that's going to be forced on applicants.

8 MR. BELLIN: But if we take the change of
9 use requirement out, the eligibility, if we
10 take that out for change of use, wouldn't that
11 simplify things?

12 MS. TREVARTHEN: No, it would actually
13 remove its eligibility for people who actually
14 want to use it, people who have office
15 buildings who have changed that use to a much
16 more intense parking demand.

17 MR. BELLIN: They can use it, anyway.

18 MR. FLANAGAN: Like an office building to a
19 school.

20 MS. TREVARTHEN: Yes, precisely.

21 MR. BELLIN: But they can do it, anyway.
22 If I want to have remote parking for a
23 particular use and I don't have any requirement
24 for the parking, I can, you know, have my
25 clients park in the City of Miami. I just

1 don't see the reason for it, if --

2 MS. TREVARTHEN: They are more than more
3 than 1.45 FAR.

4 MR. WU: Yes.

5 MS. TREVARTHEN: Therefore, they do not
6 qualify. You're absolutely right, there's a
7 form of relief already in the Code, and those
8 people are happy and nobody is messing with
9 them, but then there are people who are not
10 within that class who are now coming to you,
11 asking for a different kind of relief. That's
12 what this is, because they find that the
13 existing remote parking at 500 feet doesn't
14 work for them, and so they've asked for the
15 liberalization of this procedure.

16 MR. BELLIN: Okay.

17 CHAIRMAN AIZENSTAT: Go ahead.

18 MS. MENENDEZ: No, no, no. Go ahead,
19 please.

20 CHAIRMAN AIZENSTAT: Since you've had the
21 provision in the Code that was very basic and
22 went only 500 feet, how long has that been in
23 the Code?

24 MS. TREVARTHEN: I believe 1968 was what
25 Staff's research determined, and they were not

Page 133

1 able to find a single one that was ever
2 approved.
3 CHAIRMAN AIZENSTAT: So --
4 MS. TREVARTHEN: At least in the documents.
5 CHAIRMAN AIZENSTAT: -- just increasing it
6 to a thousand feet and calling it a day?
7 MS. ALBERRO MENENDEZ: Right. That's where
8 I was going with all this, because we started
9 out with just trying to address a few things
10 and this has become, you know --
11 CHAIRMAN AIZENSTAT: A nightmare.
12 MS. ALBERRO MENENDEZ: A nightmare, from my
13 perspective. Some of you might love it, but I
14 have a lot of concerns and I agree with Staff,
15 with some of their comments, and -- you know.
16 I'm --
17 This chart on Page 2, when you look at it,
18 I would imagine that that covers, as it states,
19 all of Board and public comment, and then the
20 Staff's response. There's a lot of these items
21 that I, as a member, am not ready to support.
22 I'm talking about the Board and public comment.
23 MR. WU: With all due respect, we followed
24 the specific motion you made.
25 MS. ALBERRO MENENDEZ: No, no, I know.

Page 134

1 This is not a reflection on you all. It's
2 really towards my members.
3 CHAIRMAN AIZENSTAT: I mean, you've done a
4 great job. You really have.
5 MS. ALBERRO MENENDEZ: No, no, on the
6 contrary, I think you did a great job. This is
7 a great chart and it helps me visualize, you
8 know, where we've come to, because it started
9 out being three or four issues -- I think there
10 was a concern with the ownership of the lot,
11 there was a concern, you know, with the
12 thousand feet, and there was a -- And now all
13 of a sudden we have liberalized this whole
14 section, and my concern is the enforcement of
15 this and ensure that it does not impact the
16 area.
17 MR. WU: Well, we share your concerns. We
18 told you --
19 MS. ALBERRO MENENDEZ: I understand.
20 MR. WU: -- we prefer --
21 MS. ALBERRO MENENDEZ: This is more towards
22 my Board members. It's not towards Staff.
23 MR. WU: We prefer, whenever we adopt
24 regulations, to do it incrementally, and it
25 doesn't work, we can always come back with

Page 135

1 changes to open a door ajar. That's why we
2 have serious concerns about expanding this
3 beyond a thousand feet beyond the City, and
4 that's why we felt very strongly that we cannot
5 recommend an ordinance for remote parking
6 outside the City.
7 CHAIRMAN AIZENSTAT: You can't enforce it.
8 MR. WU: We can't.
9 CHAIRMAN AIZENSTAT: No, I agree.
10 MR. WU: We suggest that --
11 CHAIRMAN AIZENSTAT: A property owner
12 outside the City, I can tell you something and
13 there's no way you can follow up.
14 MR. WU: You might as well not have parking
15 requirements at all.
16 MS. TREVARTHEN: If you like, Mr. Chair,
17 I'd like to return to --
18 CHAIRMAN AIZENSTAT: Please.
19 MS. TREVARTHEN: -- Ms. Menendez's comment.
20 If we all look at Page 2, through the stricken
21 language, you know, for sake of argument, you
22 and Ms. Menendez are saying, "What would happen
23 if we just changed 500 to 1,000?" Well, you
24 would see, there would still be a covenant, and
25 it's very open-ended, but it's approved by the

Page 136

1 City Attorney and Staff, and they're going to
2 be looking for all this stuff, anyway. It's
3 just we've written it out so it's clear and the
4 applicant knows what to expect in terms of how
5 to document the use, and it also provides
6 greater ability to seek and enforce, other than
7 just the discretion of the City Attorney to say
8 that it's sufficient. That's the way it's
9 currently drafted.
10 CHAIRMAN AIZENSTAT: Any other comments or
11 questions?
12 MR. FLANAGAN: I'll move Staff's
13 recommendation, with my amendment that the
14 documentation be resubmitted when any lease is
15 renewed or there's a new lease entered into.
16 MS. ALBERRO MENENDEZ: Okay. Can I ask a
17 question about your motion? Because again,
18 there's a lot of items here --
19 CHAIRMAN AIZENSTAT: Well, let me see if
20 that --
21 MS. ALBERRO MENENDEZ: -- some of your
22 Staff has agreed to put in which we haven't
23 really discussed. Most of these items came
24 from comments from our Board members or from
25 the public, but we really haven't deliberated

Page 137

1 on the issue.

2 CHAIRMAN AIZENSTAT: Maria, let me see if

3 there's a second on that, first, and then

4 we'll --

5 MS. ALBERRO MENENDEZ: Sure.

6 CHAIRMAN AIZENSTAT: -- open it for

7 discussion. Is there a second on the motion?

8 MR. BELLIN: I'll second.

9 CHAIRMAN AIZENSTAT: We have a second.

10 Go ahead, please.

11 MS. ALBERRO MENENDEZ: I'd just like to

12 know from Staff, we had -- and I think you

13 provided this in our last presentation, what

14 exists today and what is being proposed, you

15 know. I don't have my old reports, but what

16 exists today and what is being proposed?

17 MR. WU: In your PowerPoint, there should

18 be --

19 MS. ALBERRO MENENDEZ: In the PowerPoint?

20 Okay.

21 MR. WU: -- one slide of what is allowed

22 today.

23 MS. ALBERRO MENENDEZ: Current provision,

24 okay, allows remote off-street parking in CBD

25 within 500 feet of the building site, not in a

Page 138

1 single-family district, restricted covenant or

2 parking easement, capped at 50 percent for

3 residential uses.

4 MS. TREVARTHEN: That is the current Code.

5 MS. ALBERRO MENENDEZ: Okay, and --

6 MS. TREVARTHEN: And it's shown.

7 MS. ALBERRO MENENDEZ: Can we work off of

8 this and see where we go? Because, I mean, I'm

9 just one member, but the outside the City

10 limits, I don't agree with that, and it's here.

11 MR. FLANAGAN: No, no, I think Staff is

12 saying you do it with a Commission waiver.

13 MS. ALBERRO MENENDEZ: Yeah, but I don't

14 agree with that. I mean, I don't even want

15 to -- I don't really want to be in a position

16 to even recommend that, you know?

17 MR. BELLO: Why would you not allow the

18 City Commission to make that determination?

19 MS. ALBERRO MENENDEZ: Why burden the City

20 Commission on something that we, as a Board,

21 perhaps don't agree with? I mean, unless you

22 agree with it, unless you agree that you should

23 allow remote parking outside the City. I don't

24 agree with that. I wouldn't recommend it to

25 the Commission.

Page 139

1 CHAIRMAN AIZENSTAT: But that would be part

2 of your vote. We have a motion.

3 MS. ALBERRO MENENDEZ: Oh, I know that. I

4 know, but I'm trying to hear from others of why

5 they would be a proponent for that, because,

6 you know, as I mentioned, we've all heard from

7 the public, we've heard from each other,

8 putting out suggestions, but we really haven't

9 talked about each of these items.

10 MR. BELLO: But what is it, outside the

11 City issue -- If you're able to get the parking

12 spaces outside the City, what difference does

13 it make and how --

14 MS. ALBERRO MENENDEZ: How do you enforce

15 that, from the City's perspective, what the

16 Staff has shared with us?

17 MR. BELLO: If you don't have the parking,

18 then you don't qualify, and you're out of

19 compliance.

20 MS. ALBERRO MENENDEZ: But how do you

21 control the site that's outside of the City?

22 MR. BELLO: You don't want to control it.

23 You have the applicant --

24 MS. ALBERRO MENENDEZ: Okay, how do you

25 make sure that the use that's demanding the

Page 140

1 parking provides for that parking?

2 CHAIRMAN AIZENSTAT: Is adequate, is what

3 she's saying.

4 MS. ALBERRO MENENDEZ: Is adequate, because

5 if you don't, then what happens is that they

6 take the metered spaces, they start going into

7 the residential, they start going into other

8 areas. So how do you control that?

9 MR. BELLO: How do you do it within the

10 City limits?

11 MS. ALBERRO MENENDEZ: Well, for the most

12 part, right now, from what I understand,

13 there's -- I know that there's some cases, but

14 this has been used very limited.

15 MR. BELLO: Never.

16 MS. ALBERRO MENENDEZ: No, it has been

17 used. I mean, in our first meeting, I think

18 you heard from Mrs. Russo, and I think I

19 mentioned one project that I know that had

20 some, but they can't find the records of it.

21 My point is, what are we trying to

22 accomplish here? Are we trying to like allow

23 people to have parking wherever they want? And

24 then, realistically, do you think that a

25 retailer, you're going to go to a store and

Page 141

1 you're going to park a thousand feet away?
 2 MR. BELLO: No.
 3 MS. ALBERRO MENENDEZ: Of course not, but
 4 you're allowing them to do it. You're allowing
 5 them to meet their parking Code by saying,
 6 "Hey, Retailer, if you want parking, you don't
 7 have to meet it within your building. You can
 8 do it a thousand feet, and guess what? You can
 9 do it outside the City. And guess what,
 10 you -- " At some point, we have to say, that's
 11 not going to work. Nobody is going to be doing
 12 that. So what we're doing is just checkmarking
 13 that they met it, but in reality, they're not
 14 going to need it, and then what gets impacted?
 15 The other commercial areas, the other
 16 residential areas. So what purpose are we
 17 serving? I don't think we're serving a
 18 purpose.
 19 MR. BELLO: So you don't support the whole
 20 concept?
 21 MS. ALBERRO MENENDEZ: No, I support
 22 increasing it to a thousand feet, if that
 23 provides for -- like, for example, the case
 24 that we heard. I support not having to require
 25 the ownership, you know. I mean, I support

Page 142

1 some of these, but I don't support taking it
 2 outside the City. I don't support, you know,
 3 allowing it for retail and for restaurant. The
 4 restaurant, I would support if it's tied to a
 5 valet. You know, if you tie it to a valet,
 6 then I'm sure they're going to use it. But if
 7 you don't tie it to a valet, you're going to
 8 tell me that we're going to walk a thousand
 9 feet?
 10 MR. PEREZ: But part of the item that came
 11 out to allow retail and restaurant was if an
 12 employer wanted to elect upon himself to
 13 provide parking for the employees.
 14 MS. ALBERRO MENENDEZ: Employees, but how
 15 much are you going to -- I mean, if you can
 16 restrict it to employee, then yes, I think that
 17 would work, but how do you manage that? How do
 18 you manage that? I don't know. I don't have
 19 the answer.
 20 MR. PEREZ: I mean, so I think that your
 21 biggest concern is allowing to go outside of
 22 the City?
 23 MS. ALBERRO MENENDEZ: My biggest concern
 24 is making sure that whatever we approve today
 25 is not going to adversely impact the other

Page 143

1 areas, that in fact the parking needs are going
 2 to be accomplished. That's my biggest concern
 3 today.
 4 MR. BELLO: So I guess we'll have to take
 5 it one by one.
 6 MS. ALBERRO MENENDEZ: That's what I was
 7 thinking, yeah, and see how everybody feels
 8 about each of them.
 9 CHAIRMAN AIZENSTAT: We have a motion right
 10 now; we have a second. Unless you would like
 11 to remove your motion and second. If there's
 12 no other discussion, then we're going to call
 13 the roll.
 14 MR. PEREZ: To address Maria's concern, the
 15 one that I deem to be her biggest concern, is
 16 allowing the parking outside of the City. So I
 17 would like to amend Mr. Flanagan's motion to
 18 reflect Maria's concern of allowing parking
 19 outside of the City of Coral Gables.
 20 CHAIRMAN AIZENSTAT: You would actually
 21 have to remove your second.
 22 MR. FLANAGAN: He didn't second. Marshall
 23 seconded.
 24 CHAIRMAN AIZENSTAT: I apologize. I
 25 thought you did. I'm sorry about that.

Page 144

1 Marshall or --
 2 MR. FLANAGAN: Withdraw your motion.
 3 CHAIRMAN AIZENSTAT: Withdraw your motion.
 4 MR. FLANAGAN: Or we can amend it like
 5 that. I think -- I mean, I thought we
 6 discussed a lot of this, the past two hearings
 7 and --
 8 MS. ALBERRO MENENDEZ: I think I
 9 verbalized, though, that I did not agree with
 10 some of the --
 11 MR. FLANAGAN: Got it.
 12 MS. ALBERRO MENENDEZ: -- comments that you
 13 all were making. I don't think we gave a
 14 directive to Staff. I think Staff basically
 15 tried to provide as much information as they
 16 were given and tried to comment on it, which I
 17 thought was very helpful, but we haven't -- you
 18 know, this is what really -- I mean, when you
 19 look at this, this is it. I mean, if we
 20 approve it today, we're providing a lot of --
 21 CHAIRMAN AIZENSTAT: Well, we're making a
 22 recommendation.
 23 MS. ALBERRO MENENDEZ: Right. Well, of
 24 course, that's what I meant.
 25 MR. BELLO: Mr. Chairman, I guess Marshall

<p style="text-align: right;">Page 145</p> <p>1 would withdraw his second, and we would 2 have -- 3 CHAIRMAN AIZENSTAT: If he wants to. 4 MR. BELLO: -- discussion. 5 MR. BELLIN: I don't want to. 6 CHAIRMAN AIZENSTAT: But he does not want 7 to, so -- 8 MR. FLANAGAN: But we can have discussion 9 even where the motion is pending. We can go 10 through these one by one -- 11 MS. ALBERRO MENENDEZ: Yeah, you can 12 continue discussing it. Yeah. 13 MR. FLANAGAN: While the motion is on the 14 floor. 15 CHAIRMAN AIZENSTAT: As long as there's 16 discussion -- 17 MR. FLANAGAN: A motion and a second, we 18 can still have discussion. 19 MR. LEEN: You could do two things. There 20 could be a friendly amendment or there could be 21 a motion to amend, which takes precedence over 22 the main motion. So you could move to amend 23 the motion and change it, but that would 24 require its own vote. You're allowed to do 25 that, Mr. Chair.</p>	<p style="text-align: right;">Page 147</p> <p>1 MR. FLANAGAN: Uh-huh. 2 MS. ALBERRO MENENDEZ: Is there any nos? 3 Let me put it that way. Okay. 4 Allow covenant for lease arrangement for 5 remote parking spaces, and delete the unity of 6 title requirement. I agree with that. 7 MR. BELLO: Yes. 8 MS. ALBERRO MENENDEZ: Consensus? 9 MR. PEREZ: Yes. 10 MS. ALBERRO MENENDEZ: Allow remote parking 11 outside of a maximum thousand feet distance 12 requirement outside the CBD. What is allowed 13 today on that issue? 14 MS. TREVARTHEN: In the CBD. 15 MS. ALBERRO MENENDEZ: In the CBD? I think 16 there's an exception along Ponce, right? 17 MR. WU: No. 18 MR. LEEN: I think -- You're thinking about 19 the payment in lieu. 20 MS. TREVARTHEN: Yes. Yeah, you're talking 21 about the payment in lieu program, which runs 22 up and down Ponce. 23 MR. LEEN: It runs up and down Ponce. 24 MS. ALBERRO MENENDEZ: No, but the original 25 language I remember seeing allowed -- Okay, so</p>
<p style="text-align: right;">Page 146</p> <p>1 CHAIRMAN AIZENSTAT: Even if the person 2 making that amendment is not the person who 3 made the motion? 4 MR. LEEN: Yes, but it has to be by a vote, 5 you know, so -- 6 MR. FLANAGAN: You need a motion and a 7 second to amend the motion, you have a vote on 8 that motion, and then it gets tagged onto the 9 original motion. 10 (Simultaneous voices) 11 CHAIRMAN AIZENSTAT: Doesn't that 12 complicate the issue? 13 MR. LEEN: Normally they're friendly. You 14 know, they're friendly amendments, but you can 15 do that. 16 MR. BELLO: I think we have to. 17 MR. FLANAGAN: Okay, yeah. Go ahead, 18 Maria. 19 MS. ALBERRO MENENDEZ: Well, I think our 20 Chairman should take the lead. 21 CHAIRMAN AIZENSTAT: No. Go ahead. 22 MS. ALBERRO MENENDEZ: I'm going through 23 it. The first one, delete the requirement of 24 owning the remote parking spaces, I agree with 25 that. How do you all feel? Yes?</p>	<p style="text-align: right;">Page 148</p> <p>1 this would allow remote parking outside a 2 maximum thousand feet distance outside the CBD? 3 MS. TREVARTHEN: Yes, and for comparison, 4 it's Page 2 of the ordinance in strike-through, 5 if anyone has doubts as to what is there. 6 MS. ALBERRO MENENDEZ: Okay. How do we 7 feel about that? 8 MS. TREVARTHEN: And it's also in 1409. 9 MS. ALBERRO MENENDEZ: I don't have a 10 problem with that one. Does anybody have a 11 problem with that one? 12 MR. FLANAGAN: Unh-unh. 13 MS. ALBERRO MENENDEZ: Okay, allow remote 14 parking outside the City. I have a problem 15 with that one. Does anybody have a problem 16 with that one, or are you guys are okay with 17 it? 18 MR. BELLO: I have no problem with that 19 one. I do not. 20 MS. ALBERRO MENENDEZ: You don't have a 21 problem with that? 22 MR. BELLO: No. 23 MS. ALBERRO MENENDEZ: Okay. 24 CHAIRMAN AIZENSTAT: To me, I like the way 25 it is originally. I don't see a problem with</p>

Page 149	Page 151
<p>1 it and just expanding it to a thousand feet.</p> <p>2 MS. ALBERRO MENENDEZ: So you don't have a</p> <p>3 problem if it's outside the City?</p> <p>4 CHAIRMAN AIZENSTAT: No, I didn't say that.</p> <p>5 The way it is currently on the books, today,</p> <p>6 you cannot go outside the City; is that</p> <p>7 correct?</p> <p>8 MS. TREVARTHEN: That's correct.</p> <p>9 MS. ALBERRO MENENDEZ: Right.</p> <p>10 CHAIRMAN AIZENSTAT: So, for me, I would be</p> <p>11 more in favor of leaving it the way it is, and</p> <p>12 just expanding it to a thousand feet.</p> <p>13 MS. ALBERRO MENENDEZ: Okay, now, the</p> <p>14 previous one that we all had a consensus allows</p> <p>15 it to be outside of the CBD, and that's not how</p> <p>16 it is today. So would you allow -- I mean, I</p> <p>17 don't want to put words in your mouth. How do</p> <p>18 you feel about that?</p> <p>19 CHAIRMAN AIZENSTAT: Like I said, I like</p> <p>20 the way that it's written currently.</p> <p>21 MS. ALBERRO MENENDEZ: Today. So you're</p> <p>22 not in agreement with that one, with the Number</p> <p>23 3.</p> <p>24 MS. TREVARTHEN: If I may, through the</p> <p>25 Chair. For the Board's edification, one of the</p>	<p>1 MS. TREVARTHEN: Which tells you how to</p> <p>2 measure your parking, and while there's just</p> <p>3 one line of it here, but it tells you how to</p> <p>4 calculate.</p> <p>5 MR. LEEN: But where does the -- Is this</p> <p>6 the one where it says it has to be in the City?</p> <p>7 MS. TREVARTHEN: In the CBD district, at</p> <p>8 the beginning. Do you see where that's</p> <p>9 stricken? That's what your current Code says</p> <p>10 about how you use remote parking. So 1408</p> <p>11 defines what remote parking is. 1409 is part</p> <p>12 of a long list of rules for how you calculate</p> <p>13 all the kinds of parking, and when it talks</p> <p>14 about remote, it says in the CBD district.</p> <p>15 MR. LEEN: See, what I don't understand is</p> <p>16 that -- and this is something we can discuss</p> <p>17 later, too, but in E.3, the way I was reading</p> <p>18 that was, if it's in the CBD district, remote</p> <p>19 parking spaces, you know, the building that</p> <p>20 you're talking about, then the remote parking</p> <p>21 spaces may only comprise up to 50 percent of</p> <p>22 the required parking spaces. I didn't think</p> <p>23 this meant that if it wasn't in the CBD</p> <p>24 district, for example, that you can go outside</p> <p>25 the City, although, you know, again, we --</p>
Page 150	Page 152
<p>1 properties that's interested in doing this is</p> <p>2 like half a block outside of the CBD.</p> <p>3 MR. WU: The case that precipitated this</p> <p>4 change.</p> <p>5 CHAIRMAN AIZENSTAT: I understand.</p> <p>6 MS. TREVARTHEN: Just information.</p> <p>7 MS. ALBERRO MENENDEZ: Well, but --</p> <p>8 MR. FLANAGAN: I thought the issue that</p> <p>9 precipitated this was in the CBD.</p> <p>10 MS. TREVARTHEN: No, we have more than one</p> <p>11 issue. It's been said there was only one</p> <p>12 issue, but that's not true. We actually have</p> <p>13 more of them.</p> <p>14 MR. FLANAGAN: So there's more.</p> <p>15 MS. ALBERRO MENENDEZ: Okay. So you're the</p> <p>16 only one that doesn't like Number 3.</p> <p>17 CHAIRMAN AIZENSTAT: Well --</p> <p>18 MS. ALBERRO MENENDEZ: That's fine. We</p> <p>19 all --</p> <p>20 MR. LEEN: I'm just -- There's one thing</p> <p>21 that's concerning me. I'm looking at 5-1408B,</p> <p>22 and I don't see the limitation for it being</p> <p>23 within the City. I see the limitation --</p> <p>24 MS. TREVARTHEN: It's in 5-1409.</p> <p>25 MR. LEEN: So it's in the next provision.</p>	<p>1 maybe it's happened once, but this doesn't</p> <p>2 really get applied, ever, so that's part of the</p> <p>3 issue here.</p> <p>4 So, ultimately, this will determine that</p> <p>5 issue from now on, whether you allow it or not.</p> <p>6 MS. TREVARTHEN: And if I may, through the</p> <p>7 Chair, I think the City Attorney is correct</p> <p>8 that part of what prompted all of this was,</p> <p>9 what's there is pretty terse and leaves a lot</p> <p>10 of questions unanswered, and so rather than</p> <p>11 spend a lot of time on elaborate</p> <p>12 interpretations, we just thought we'd change it</p> <p>13 and make it what you want it to be.</p> <p>14 MS. ALBERRO MENENDEZ: Okay.</p> <p>15 How many want the remote parking outside</p> <p>16 the City to be allowed?</p> <p>17 MR. PEREZ: I'm okay with it.</p> <p>18 MS. ALBERRO MENENDEZ: One, two, three --</p> <p>19 You guys?</p> <p>20 MR. FLANAGAN: I'm okay with a Commission</p> <p>21 waiver.</p> <p>22 MS. ALBERRO MENENDEZ: Okay. One, two,</p> <p>23 three, four -- four to two.</p> <p>24 MR. BELLIN: Just thinking about the</p> <p>25 situation, isn't it up to the guy who rents the</p>

<p style="text-align: right;">Page 153</p> <p>1 space, puts in the restaurant, puts in his 2 dress shop, to determine if he wants his 3 parking to be in Opa-locka? If he thinks that 4 that's going to help his business, let him do 5 it. 6 MS. ALBERRO MENENDEZ: Marshall, that's -- 7 I understand that. My concern is whether he's 8 going to use it or not, regardless of where he 9 puts it. Is this just for show, to say -- to 10 meet parking requirements? 11 MR. BELLIN: But what difference does it 12 really make to the guy who has that dress shop? 13 If he doesn't provide any parking or a 14 restaurant doesn't provide any parking, they're 15 not going to be in business very long, so 16 they're going to -- 17 MS. ALBERRO MENENDEZ: There's going to be 18 other options. There's going to be other 19 options. 20 MR. BELLIN: But the options is this: A 21 lot of employees park on your street and walk 22 to Miracle Mile. Is this going to change any 23 of that? No. It's still going to be the same. 24 MS. ALBERRO MENENDEZ: Well, you don't want 25 it to become worse. You don't want it to</p>	<p style="text-align: right;">Page 155</p> <p>1 percent of the parking can be provided through 2 remote parking. 3 MS. ALBERRO MENENDEZ: When you say -- 4 You're talking about like for multi-family or 5 something? 6 MS. TREVARTHEN: It doesn't say. It says 7 residential. Now, because it's the CBD, it's 8 all primarily multi-family. 9 MS. ALBERRO MENENDEZ: Okay. How do you 10 all feel? 11 MR. PEREZ: I'm okay with that. 12 MS. ALBERRO MENENDEZ: You're okay? 13 CHAIRMAN AIZENSTAT: I go back to my 14 thinking. If it's -- It may not be broken. 15 MS. ALBERRO MENENDEZ: I'm going to stick 16 with you, so it's going to be one, two -- 17 CHAIRMAN AIZENSTAT: Well, I don't think 18 it's who we're going to stick with. 19 MS. ALBERRO MENENDEZ: No, I'm saying on 20 your comment. 21 CHAIRMAN AIZENSTAT: Okay. 22 MS. ALBERRO MENENDEZ: Listen, I disagreed 23 with you on the other one. 24 The 1,000-foot remote parking distance 25 separation should also apply to retail and</p>
<p style="text-align: right;">Page 154</p> <p>1 become -- You don't want -- I mean, are you 2 advocating to have buildings built with no 3 parking and just let them figure it out? 4 Mr. BELLIN: No. 5 MS. ALBERRO MENENDEZ: I mean, that's -- 6 MR. BELLIN: There are actually -- In the 7 City of Miami, there are buildings being built 8 with no parking. 9 MS. ALBERRO MENENDEZ: Well, that's not -- 10 Well, that's -- 11 CHAIRMAN AIZENSTAT: That's not Coral 12 Gables. 13 MS. ALBERRO MENENDEZ: That's not Coral 14 Gables. 15 MR. BELLIN: No, I'm not advocating that, 16 but it just seems to me that where a guy puts 17 his remote parking is up to him. 18 MS. ALBERRO MENENDEZ: Right. Okay, so we 19 have a four to two on that one. 20 Allow a hundred percent remote parking? 21 Currently it's 50 percent, right? It's 22 currently 50 percent? 23 MS. TREVARTHEN: Currently, in 5-1409, 24 there's no limitation on nonresidential uses, 25 but it says for residential uses, only up to 50</p>	<p style="text-align: right;">Page 156</p> <p>1 restaurant uses? Listen, why don't we make 2 this simple? Which ones do you not agree with? 3 MR. PEREZ: Personally, I'm in agreement 4 with all of them -- 5 MS. ALBERRO MENENDEZ: With everything? 6 Okay. And you, too, Marshall? 7 MR. PEREZ: -- because this is a 8 reflection -- 9 MR. BELLIN: I am. 10 MS. ALBERRO MENENDEZ: Okay, because I'm 11 not going to through each of them if you guys 12 already know you're going to agree to 13 everything. 14 MR. BELLIN: Maria, I don't think that's 15 necessary. 16 MS. ALBERRO MENENDEZ: Okay. 17 MR. BELLIN: I mean, there's a motion and 18 we know what's in here. 19 MS. ALBERRO MENENDEZ: Then let's do it. 20 MR. BELLIN: If we don't -- 21 CHAIRMAN AIZENSTAT: I'd like to -- 22 MS. ALBERRO MENENDEZ: Let's go. 23 CHAIRMAN AIZENSTAT: If we may, I'd like to 24 call Zeke up here, because he has handled some 25 of these cases, and as an attorney, I'd like to</p>

1 hear what he has to say.

2 MR. GUILFORD: Thank you, Mr. Chairman,
3 Members of the Board. For the record, my name
4 is Zeke Guilford, with offices at 400
5 University Drive.

6 I would just like to give you two examples
7 of where this has occurred, and actually, let
8 me just start off by, I am the animal that
9 opened up Pandora's Box. I was the one who
10 filed the application, and in that application,
11 I changed two words, 500 to 1,000, and that was
12 it.

13 I disagree with Susan regarding whether it
14 has to be in the CBD or not. That section does
15 not -- and as the City Attorney says, he agrees
16 with that, but, you know, leave that as it may.

17 There's two examples where this has
18 occurred that I've been involved in. Actually,
19 one is outside the CBD. It's on Ponce, kind of
20 down towards -- as you go towards Bird, and in
21 fact, in that case, they got a variance because
22 they were longer than actually the 500 feet,
23 and they actually have an agreement with the
24 City and they're parking in the City's -- in
25 police parking garage.

1 The other one I dealt with was the Decor
2 House, which is now Ferguson Appliances, on
3 Ponce, on the other side of Bird. In that
4 case, what happened is, it was a showroom and
5 at the time, they really didn't have a parking
6 requirement for showrooms, and what the person
7 did was actually obtain the parking across the
8 alley that was in the City of Miami, because
9 there's a little section in the cutout in the
10 industrial area that's the City of Miami.

11 So it has been done outside the City, and
12 it's also been done outside the CBD. You know,
13 frankly, I think it should be changed just from
14 500 to a thousand and maybe clean it up,
15 because it doesn't tell you how you measure it
16 and some of the other things, but I think other
17 than that, most of the things that we're
18 talking about here, the restrictive covenant,
19 what you have to provide, it's kind of already
20 there in the original one. But, you know,
21 that's just my opinion, and I just want to give
22 you two examples of where it had happened
23 previously.

24 MS. ALBERRO MENENDEZ: Zeke, those two
25 examples you gave us, how was it that you --

1 How did it happen? Was it just simply because
2 of the provision in the Code, or did you go
3 through a variance or some Commission approval?

4 MR. GUILFORD: The first one, we went
5 through a variance, because it was further than
6 the 500 feet.

7 MS. ALBERRO MENENDEZ: Okay.

8 MR. GUILFORD: So we had to go for a
9 variance, and I believe there's actually a
10 lease agreement with the City for the spaces in
11 the parking garage.

12 MS. ALBERRO MENENDEZ: Okay.

13 MR. GUILFORD: In the other one, it was
14 just across the alley, which was the one in the
15 City of Miami.

16 MS. ALBERRO MENENDEZ: Okay. Thank you.

17 CHAIRMAN AIZENSTAT: So you were able to go
18 outside the City?

19 MR. GUILFORD: Outside the City.

20 MS. ALBERRO MENENDEZ: Through a variance
21 process?

22 MR. GUILFORD: No, no, that one was just
23 outright, because it was within the 500 feet.

24 MS. ALBERRO MENENDEZ: Oh, okay.

25 CHAIRMAN AIZENSTAT: So you were allowed to

1 go outside the City?

2 MR. GUILFORD: We were allowed to go
3 outside the City, because of where it was set
4 up.

5 CHAIRMAN AIZENSTAT: And that's the way
6 it's currently written?

7 MR. GUILFORD: The only thing it says is
8 within 500 feet. It doesn't say where.

9 MS. ALBERRO MENENDEZ: It didn't specify.

10 MR. GUILFORD: Exactly.

11 MS. ALBERRO MENENDEZ: Okay. That makes
12 sense. All right.

13 CHAIRMAN AIZENSTAT: Thank you.

14 MR. FLANAGAN: I'm sorry. If you could go
15 for a variance for parking outside of the
16 500-foot radius, then do we even need to be
17 changing this provision of the Code?

18 MR. GUILFORD: Well, to be honest with you,
19 what's happened is, part of the -- and I don't
20 know if you got it, and I'm sorry for coming
21 here -- I've been watching it on TV and
22 thinking that you had approved the first one,
23 and now we're here at the third hearing -- is
24 that -- I'm sorry, what was your question? Do
25 we need to change -- Actually, what we did was,

Page 161

1 we had David Plummer do a study, and I don't
 2 know if you received a copy of that study or
 3 not, and actually, what it said is, most cities
 4 of comparable size like ours, it's actually --
 5 that distance is over a thousand feet distance,
 6 and when you really think about it practically,
 7 500 feet isn't even a city block. So, if I
 8 owned a piece of property at one end of the
 9 block, I couldn't put the parking at the other
 10 end of the block. So it's really not -- What
 11 is a thousand feet, a block and a half? I
 12 mean, people are going to walk it. And really,
 13 the people who are going to use it and the
 14 purpose is, not the person who's going to the
 15 restaurant to eat. It's, exactly, the
 16 employees, you know, whether -- Basically, the
 17 cook, the chef, whatever, is going to park at
 18 the remote and walk over, because you want to
 19 save your parking spaces on-site for your
 20 guests and visitors.
 21 MS. ALBERRO MENENDEZ: That makes sense,
 22 but how do you control that? How do you, when
 23 you put an application in, to put remote
 24 parking --
 25 MR. GUILFORD: Right.

Page 162

1 MS. ALBERRO MENENDEZ: -- and you get a
 2 hundred spaces and you have 25 employees, how
 3 do you control -- how do you push the other 75
 4 onto that lot? Through valet, maybe?
 5 MR. GUILFORD: You know what? The problem
 6 is, which is what Marshall said, is basically
 7 it comes down to -- and it happened to me. I
 8 went to Shake Shack the other day. I drove
 9 around the parking lot, and I said, "You know
 10 what? Every space is full. I'm out of here."
 11 So it becomes really a business decision. And
 12 I know that really doesn't answer your
 13 question, but, you know, if you don't have the
 14 parking, people aren't going to come.
 15 MR. BELLO: Right.
 16 MS. ALBERRO MENENDEZ: Okay.
 17 CHAIRMAN AIZENSTAT: Thank you.
 18 MS. TREVARTHEN: If I may, through the
 19 Chair, on that last point, Staff's position
 20 throughout has been no, it is not just a
 21 business decision, because surrounding all of
 22 these businesses is the public parking system,
 23 and there are Commission-adopted policies for
 24 that and that it's supposed to be for transient
 25 users of the CBD, people who come and go, not

Page 163

1 necessarily replacement for required parking.
 2 So that's been a principle throughout the
 3 Staff's consideration.
 4 I don't know if you want to add anything on
 5 that.
 6 MR. WU: That's correct, and that's why we
 7 stated, as part of the concern, that we're not
 8 sure the remote parking being outside the City,
 9 i.e., in Miami, is going to be helpful to our
 10 parking system. If it's not effective, our
 11 parking system will be burdened, and we just
 12 don't have that much land, to buy more land for
 13 parking garages.
 14 CHAIRMAN AIZENSTAT: Okay, thank you.
 15 Would anybody like to make a motion?
 16 MR. BELLO: We have a motion and a second,
 17 don't we?
 18 MR. BELLIN: You have a motion.
 19 MS. TREVARTHEN: Yes.
 20 CHAIRMAN AIZENSTAT: So we're still with
 21 that? One second, please.
 22 So we're still with that motion and second?
 23 MR. BELLO: Yes.
 24 CHAIRMAN AIZENSTAT: Any other discussion?
 25 No? Let's go ahead. We have a motion and

Page 164

1 second. Let's go ahead and call the roll,
 2 please.
 3 MS. MENENDEZ: Marshall Bellin?
 4 MR. BELLIN: Yes.
 5 MS. MENENDEZ: Anthony Bello?
 6 MR. BELLO: Yes.
 7 MS. MENENDEZ: Jeff Flanagan?
 8 MR. FLANAGAN: Yes.
 9 MS. MENENDEZ: Maria Menendez?
 10 MS. ALBERRO MENENDEZ: No.
 11 MS. MENENDEZ: Alberto Perez?
 12 MR. PEREZ: Yes.
 13 MS. MENENDEZ: Eibi Aizenstat?
 14 CHAIRMAN AIZENSTAT: No.
 15 MS. ALBERRO MENENDEZ: It's up to the
 16 Commission.
 17 CHAIRMAN AIZENSTAT: Thank you very much
 18 for all your hard work.
 19 MS. TREVARTHEN: Thank you.
 20 MR. FLANAGAN: Thank you.
 21 CHAIRMAN AIZENSTAT: The next item on the
 22 agenda is -- Items Number 8 and Number 9, which
 23 are the next two items, are related. The next
 24 item is an Ordinance of the City Commission of
 25 Coral Gables, Florida, providing for text