

City of Coral Gables City Commission Meeting
Agenda Item F-1
March 29, 2022
City Commission Chambers
405 Biltmore Way, Coral Gables, FL

City Commission

Mayor Vince Lago

Vice Mayor Michael Mena

Commissioner Rhonda Anderson

Commissioner Jorge Fors

Commissioner Kirk Menendez

City Staff

City Manager, Peter Iglesias

City Attorney, Miriam Ramos

City Clerk, Billy Urquia

Planning and Zoning Director, Ramon Trias

Public Works Director, Hermes Diaz

Assistant Public Works Director, Deena Bell-Llewellyn

Development Services Director, Suramy Cabrera

Public Speaker(s)

John Lucas

Robert Behar

Maria Cruz

David Shoppe

Agenda Item F-1 [11:21 a.m.]

An Ordinance of the City Commission approving a Site Plan Amendment pursuant to Zoning Code Article 14, "Process" Section 14-203, "Conditional Uses," for a previously approved Country Club by Ordinance No. 2016-34, located within a Special Use (S) District, for the property commonly referred to as the "Riviera

City Commission Meeting

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Agenda Item F-1 - Ordinance of the City Commission approving a Site Plan Amendment pursuant to Zoning Code Article 14, "Process" Section 14-203, "Conditional Uses," for a previously approved Country Club by Ordinance No. 2016-34, located within a Special Use District, for the property commonly referred to as the "Riviera Country Club" and legally described as portions of Tracts 1 and 5, Riviera Country Club, 1155 Blue Rd. Page 1

Country Club” and legally described as portions of Tracts 1 and 5, Riviera Country Club, a portion of Miami-Biltmore Golf Course of Riviera Section Part 4 and Lots 10-14, Block 112, Country Club Section Part 5 (1155 Blue Road), Coral Gables, Florida; all other conditions of approval contained in Ordinance 2016-34 shall remain in effect; and providing for an effective date. (Legal description on file at the City)

Mayor Lago: Moving on to F-1.

City Attorney Ramos: F-1 is an ordinance of the City Commission approving a Site Plan Amendment pursuant to Zoning Code Article 14, “Process” Section 14-203, “Conditional Uses,” of a previously approved Country Club by Ordinance No. 2016-34, located within a Special Use District, for the property commonly referred to as the “Riviera Country Club” as legally described as portions of Tracts 1 through 5, Riviera Country Club, a portion of Miami-Biltmore Golf Course of Riviera Section Part 4 and Lots 10 through 4, Block 112, Country Club Section Part 5, Coral Gables, Florida; all other conditions of approval contained in Ordinance 2016-34 shall remain in effect; and providing for an effective date. This is a public hearing item. In addition, Mr. Clerk, please swear in anybody who will be testifying in this case.

City Clerk Urquia: Those appearing on this item, please stand and raise your right hand. Do you swear or affirm that the testimony you will provide today will be the truth and nothing but the truth?

Planning and Zoning Director Trias: I do.

City Clerk Urquia: Thank you.

Planning and Zoning Director Trias: Mayor, no changes on this item.

Mayor Lago: Okay. Can you give us just a brief breakdown of what occurred on first reading and where we stand right now on the items?

Planning and Zoning Director Trias: Yeah. The Commission decided to keep the pavers and approve some of the changes of the landscaping along the front but keeping the pavers in the right-of-way.

Mayor Lago: And staff's recommendation is?

Planning and Zoning Director Trias: Continues to be the same, keep the pavers. It's the best solution for the City.

Mayor Lago: Okay.

Commissioner Anderson: One of the conditions I requested was that the green island ficus be changed out, and I think Deena said that there's another option for that. Do we need to repeat those conditions, or can we just say...?

Mayor Lago: I would like to put it on the record. Is Ms. Bell --? I know Ms. Bell was outside. Mr. Diaz.

Public Works Director Diaz: I can speak to that. I don't see a problem with making that a condition. Oh, there she is.

Mayor Lago: Here's Ms. Bell. Always with a smile, that's what I love.

Public Works Director Diaz: I'll give (INAUDIBLE).

Mayor Lago: Always with a smile.

Assistant Public Works Director Bell-Llewellyn: Good morning. Deena Bell, Greenspace Management.

Mayor Lago: Morning.

Commissioner Anderson: So, the conditions of approval that we had for the Riviera...

City Attorney Ramos: Ms. Bell, have you been sworn in? I'm sorry.

Assistant Public Works Director Bell-Llewellyn: I need to be sworn in.

City Clerk Urquia: Please, ma'am, raise your right hand. Do you swear or affirm that the testimony you will provide today will be the truth and nothing but the truth?

Assistant Public Works Director Bell-Llewellyn: I do.

City Clerk Urquia: Thank you.

Mayor Lago: Commissioner.

Commissioner Anderson: Yes.

Mayor Lago: She was sworn in.

Assistant Public Works Director Bell-Llewellyn: Okay, I'm sworn in.

Commissioner Anderson: The conditions of approval, remember we discussed the Riviera Country Club, the pavers, and the green island ficus. Was there anything else that you needed to add?

Assistant Public Works Director Bell-Llewellyn: Yes. They are coming back to us with their full landscape plan to...

Commissioner Anderson: Okay.

Assistant Public Works Director Bell-Llewellyn: Include not only the street trees, but a shrub and ground cover planting for the area in front of the wall, between the wall and the walkway and the street, encouraging to use native plants, shrubs, and ground covers. They're also coming back with an irrigation plan.

Commissioner Anderson: Okay, so as long as that's included as the conditions of approval, I'd move it.

Mayor Lago: Okay. I think the applicant wants to say a few words before we make -- Sir, good morning. It's always a pleasure to have you.

John Lucas: Mr. Mayor, members of the Commission, City Manager, Madam City Attorney, good morning. My name is John Lucas. I'm a member of Riviera Country Club. I'm also a practicing attorney here in the City of Coral Gables, a resident as well. First of all, I apologize for not being in attendance at the first reading. I was tied up with a deposition that seemed to go on forever and a day, but I'm happy to be here with you today. In reviewing the application, I wanted to just -- if you might just indulge me -- go back a little bit historically. We had a proposed site plan amendment that requested a change in paving material only on the crosswalks that were depicted in the initial site plan. The pavers were intended -- at least the decorative pavers were intended to

be placed within the County right-of-way of Blue Road. Now, we had proposed that those decorative pavers be transformed or used using a thermoplastic application that is consistent with the Manual of Uniform Traffic Control Devices, which you all know is the criteria by which the City does all their pavement markings, the County. And in fact, it is a state statute that actually adopts that. So, the matter was brought before the City Commission initially back in March of 2021, approximately one month prior to the mayoral election back in 2021. And then Vice Mayor Lago actually requested that the matter be tabled so there could be further discussions regarding the matter. There was no clear indication at that time in terms of what could or could not be done within the existing right-of-way given the fact that this was a County right-of-way. At the time of the meeting, I will say respectfully that the City was aware of what the County's position was with regard to pavers within the right-of-way, specifically the travel lanes of Blue Road. In fact, in about -- it was September of 2020, approximately six months before we came before you for a site plan amendment, that the County in response to a request by Hermes Diaz, corresponded and a gentleman by the name of Manual Garcia, the Assistant Director of Construction and Maintenance for the County replied in response to what can we do in the right-of-way. And Mr. Diaz wrote, indicating that since the City has expressed an interest in entering into a maintenance covenant for the enhancements within the public rights-of-way adjacent to Riviera Country Club, the Department of Transportation and Public Works for the County will agree to allow those enhancements with following conditions. The conditions included the City entering into a maintenance covenant with Miami-Dade County in addition to the developer agreement itself with the Riviera Country Club, further indicating that the pavers should be installed on -- what I think, Commissioner Anderson, you had mentioned the materials upon which these types of enhancements are applied. The County actually said they should be installed on a concrete base as opposed to a sand base. That email exchange is actually contained within the public records here of the City of Coral Gables because I made a public records request, not only of the City, but also of Miami-Dade County to determine what exchanges have actually undertaken or been undertaken by and between the parties regarding this issue. This was in roughly now March of 2021, in which we had at least a document referred to as a post-Commission meeting action plan,

and that post-Commission meeting action plan requested that City staff coordinate with Miami-Dade County on the issue of the pavers. There was another issue that came up as well. It had to do with the width of Blue Road. County was insisting upon 11-foot lanes. The City was indicating 10-foot lanes. The County ultimately conceded and went with the 10-foot lanes. In response to the City staff coordinating with the County, on April 13th of 2021, the City was informed by Alejandro Barrios, Assistant Director of Construction and Maintenance, that the County Department of Transportation and Public Works does not allow the installation of pavers within travel lanes, further clarifying that this was a result of -- and I quote -- "frequent paver failures under traffic loads." Now, the whole issue about what was and was not permitted within the travel lanes was actually a matter of discussion between March of 2021 and September of 2021, when the conversation came up again at the county level. Somebody had made application or inquiry with the County and essentially said, "What can we do in terms of pavers in Blue Road?" So, on September 21st, 2021, Mr. Barrios -- still the assistant director with regard to construction and maintenance -- reiterated the County's position by including a copy of the April 13th, 2021 email indicating we do not permit pavers within our travel lanes for the reasons I just expressed. It was then in and around October of 2021 that our now Mayor Lago reached out to the County. He spoke with a gentleman by the name of Jose Enrique Cueto of DERM. And Mr. Cueto had now reached out to the Department of Transportation and Public Works in October of 2021 and said, okay, the Department of Transportation at the County will allow you to install pavers or other applications within the right-of-way, provided -- quote -- "certain requirements apply including that the maintenance of such alternative services be the responsibility of the respective municipality" parentheses, in this case, the City of Coral Gables, end of parentheses. We have worked with the City in light of those prohibitions by the County to come up with alternatives. We were encouraged by the Commission and by staff to come up with alternatives to installation of pavers within the right-of-way. We're talking about a change in material, not necessarily a change in concept. You need to have a pathway for your pedestrians. We want it to be safe. We don't want to create a situation where we are now applying pavers -- and I don't have any examples of pavers that have failed miserably, except in my own city, down the street from my office at the intersection of

Miracle Mile and Ponce de Leon Boulevard, which I photographed, and I looked at. They do fail. There are travel loads -- there are traffic volumes that we're going to have to deal with. The key here is safety, safety, safety, first and foremost. Now, I reached out to Ms. Cabrera and sent letters essentially stating our position. This goes back to roughly here in December of 2021, where I informed her that we were made aware of the fact that there were these communications where the County now, based on the Mayor's intervention, an inquiry of the County has now changed its position, deviated from that position, saying it's okay to go ahead and do this. So, we wrote back and simply said we need to understand what the facts and circumstances are regarding this arrangement that the County is now going to ostensibly allow to occur. In doing so, we simply said we've not been provided with the details of any of the maintenance obligations that the City is going to need to assume at the request of the County, if in fact this project goes forward with the installation of these pavers. We've never seen any such agreement. We know that an interlocal agreement's going to be required. We know full well that there are going to be specific details, construction details, design details, maintenance obligations and the like, all of which are going to come into play here. Nobody has ever shared that with us. So, on January 20th of 2022, after having met with staff -- and let me just say this. We've met on this issue a countless number of times. The importance of the issue is illustrated by the uniqueness of the situation we find ourselves in, and that is that we have a County road on a section line in which the County has emphatically told us we don't want pavers in our travel lanes. What the City wants us to do is to adhere to the developer agreement and the site plan that was approved, which depicts hash marks at a particular location, which has been translated into an extension of pavers within that right-of-way. Is that the way we're going to go here? What I asked is this -- on January 20 -- this is also in the public records here at the City. As previously agreed at our meeting on -- with the City on September 29, Riviera Country Club is prepared to proceed with its plans to include all of the upgrades in the Blue Road right-of-way requested by the City in lieu of the pavers in the travel lanes. Those upgrades include understory, which we just had at least some explanation of the understory that we're going to be installing along the north side of Blue Road, and decorative lighting, including the multipath that's been designed, as well as the FP&L lights going under. It's

going to be a beautiful thoroughfare for the entirety of the City of Coral Gables. I also wrote if the City insists upon Riviera's installation of pavers within the Blue Road travel lanes, then Riviera will do so provided -- respectfully -- provided that the City acknowledge its responsibility to comply with the County requirements regarding the same, including maintenance. And I referred back to the October 25th, 2021 email from Mr. Cueto from County DERM, in response to the discussions had with our Mayor Lago, in which he indicated -- and I will repeat -- that if you're going to do this certain requirements apply, including the maintenance of alternative surfaces be the responsibility of the respective municipality, in this case, the City of Coral Gables. I would suggest to you that merely substituting thermoplastic and/or the painted surfaces that the statutorily-approved Manual of Uniform Traffic Control Devices, which is followed by the City of Coral Gables throughout -- by every county, every other municipality, is the proper application and the proper procedure to use here. Riviera Country Club is not a paving company. It does not maintain a public works department. That's something that is uniquely undertaken by municipalities and/or other local governments. There may be situations that you can cite to in which other developers have willingly assumed the responsibility of doing that on City roads, but not on County roads. To my understanding, that is a keen distinction here. The liability to be imposed is one that if the City -- and we need clarity on this -- if it's the City's intention to require us to install these pavers, then we're going to install the pavers. But if the City is asking us to undertake the maintenance obligations and to ensure that those pavers do not present a threat or a risk to the traveling public, the pedestrians, the bicyclists, and the like, that is not some liability that we're prepared to accept voluntarily. We do not at Riviera Country Club enjoy a sovereign immunity at all. So, I would encourage you to please reconsider your position, understand the efforts that are undertaken or are to be undertaken by Riviera in lieu of this, and let's get on with it. The reality is, we're prepared to go forward with all of the alternatives that you have suggested. We have willingly agreed to everything, but substituting a decorative surface, such as a paver for the type of striping that we see throughout the City of Coral Gables, I think is much better off for the City from a liability perspective, Riviera Country Club as well. It doesn't present a unique

feature in any way whatsoever that is of any benefit to anybody other than aesthetics. And that was the only vein in which those pavers were offered. I thank you very much.

Mayor Lago: Thank you, sir.

Mr. Lucas: Actually, Mr. Mayor, I'm sorry.

Mayor Lago: Please, the floor is yours.

Mr. Lucas: There was one thing that I needed to touch upon. You know, the issue of -- and I'm keenly aware -- having the privilege of being involved in a number of quasi-judicial proceedings for local governments as well as for property owners -- of the need to make the record. And one of the things that I wanted to address with the City is the whole issue of this statute on the book that's referred to as governmental exaction, where conditions are being imposed upon property owners that bear no reasonable nexus whatsoever to certain issues and/or conditions within a city. And we would view this as being somewhat as the imposition of a very unique and singular burden that we've not seen before. If there is some statutory or legal authority that allows the city municipality to impose the duty to maintain a public right-of-way owned by another governmental entity, I'd be happy to revisit that issue. But we do view this more as an imposition of a condition that simply does not fall within the confines of that particular statutory provision. Thank you for the additional time.

Mayor Lago: Thank you, sir. Before I make my comments, do my colleagues want to address any points made by the applicant?

Commissioner Anderson: I...

Vice Mayor Mena: So, I have a few questions that I'd like to just clarify, and I appreciate the summation you just gave because it was helpful to kind of work through the history. I also appreciate that you're advocating for your client, and so I have questions just to sort of hone in on certain issues and...

Mr. Lucas: Actually, it's not the client.

Vice Mayor Mena: No, you're a member.

Mr. Lucas: I'm a member, and I'm here on behalf -- on the behalf of the executive council or committee.

Vice Mayor Mena: Fair enough.

Mr. Lucas: And on behalf to the club itself.

Vice Mayor Mena: Fair enough. And obviously, if the City Attorney and/or staff have color on some of these questions, please chime in. So -- and I just want to ask basic questions to understand the facts, and then we can, I think, engage in a real conversation, and whoever else has questions obviously can -- the -- you said a few times that the County's reasoning for not initially agreeing to pavers was because their experience was that they have failures. When you say failure -- and then you started talking about safety. And so my question, I guess, fundamentally, is when you say "failure," are we talking about really maintenance issues, or are you talking about some sort of incident as it relates to safety?

Mr. Lucas: The -- we were not provided with any information from the County regarding any accidents that may have occurred, any...

Vice Mayor Mena: Right.

Mr. Lucas: Fatalities or anything like that. What we were provided with, and in fact, the County -- or the City rather was provided with, was the specific email from Mr. Barrios that absolutely outlined in particular, we do not allow pavers in the travel lanes. And the reason for that is, is that they fail under travel loads, and I do have a copy of that email that I can share with the Commission.

Vice Mayor Mena: But that could be a maintenance concern -- right? -- that, you know, there's issues with the pavers, you got to go in, you got to maintain it periodically, and you know, we've all...

Mr. Lucas: Sure.

Vice Mayor Mena: Seen that and experienced that in different scenarios.

Mr. Lucas: You all are in a better position to respond to that, particularly in light of the result (INAUDIBLE)...

Vice Mayor Mena: But you said security and safety was paramount, and so I just was trying to understand that the implication was that these failures of pavers have led to any sort of safety issue because...

City Manager Iglesias: I think, Vice Mayor, what the County -- what we're -- what they're proposing is interlocking concrete pavers. Those are used throughout the country, throughout the world as a pavement. So, if you install them properly and maintain them properly, it is a pavement. These are not the pavers that we used in Miracle Mile.

Vice Mayor Mena: Yeah, that's...

City Manager Iglesias: These are interlocking concrete pavers.

Vice Mayor Mena: I was going to get to that.

City Manager Iglesias: They're designed for that.

Vice Mayor Mena: Alright. And yeah, you cited the Ponce and Miracle Mile, well taken fair point, except those are very unique pavers. They're very specific marble or...

Mayor Lago: They're very brittle.

Vice Mayor Mena: (INAUDIBLE) material.

Mayor Lago: They're brittle.

Vice Mayor Mena: So, it's a different scenario, but I appreciate the point. The other -- I've seen pavers -- and I use the word loosely because there's different types of pavers -- but in lanes throughout the county, so I'm a little -- I find the gentleman's email interesting because the County obviously has approved pavers in many places through the County, maybe this is a new policy. It appears that it was at least not an absolute policy because then somebody else came in and said they will do it, so you know...

Mayor Lago: Mr. Vice Mayor, if I may. After reading that email, I easily reached out to Mr. Jose Enrique Cueto, which is the person most senior at the County, like the gentleman mentioned, at DERM, who now runs RER, which has over 1,200 employees in the County and runs multiple departments, and he made it very clear in his email, which is a public record, and I made sure to write him and he responded in regards to his position and the County's position in regards to pavers.

That's like, for example, Hermes writing an email and the City Manager then responding with his opinion, which trumps all employees at the end of the day.

Vice Mayor Mena: Okay. The orig -- so, sorry. I know I'm hopping around, but I took some notes...

City Manager Iglesias: Vice Mayor, I believe that there's no written policy that they are not allowed. It is that individual -- that...

Vice Mayor Mena: Well, however...

City Manager Iglesias: Director's opinion in which (INAUDIBLE)...

Vice Mayor Mena: However we did or didn't get -- either the state of affairs right now is that the County's saying you may do it, but there has to be -- somebody else has to assume the maintenance responsibility. That's where we are today.

Mayor Lago: Yep.

Vice Mayor Mena: Wherever we've been in the past is helpful, but that's where we are today, and I think you acknowledge that. Now, the -- that brings me to my next question, the maintenance. I understand the email very clearly said the municipality has to assume responsibility for the maintenance and I understand your position with respect to that. I guess my question is more for staff. There's an obligation for the financial component of any maintenance, and there's the obligation for the labor of executing any maintenance. I can appreciate Mr. Lucas' point that I don't know that Riviera is the one that's going to go out there and have a contractor do the labor or how that would work in effect if there were some sort of obligation. Is the City's ask -- and I'm going to get to where it emanates from, from the developer agreement in a minute. But is the

request here that the City would conduct any labor associated with the maintenance, but that Riviera would bear the financial responsibility? What exactly is it that we're asking?

City Manager Iglesias: No, let me -- if I may clarify that, Vice Mayor. We have -- whenever we have pavers in the street, that developer or that company takes care of the main -- provides liability and maintenance.

Vice Mayor Mena: Okay.

City Manager Iglesias: Okay. For -- the County will not do that with a developer because it's in the City of Coral Gables. So, we agree with the County to provide maintenance and liability, and then the developer or the entity agrees with us to provide maintenance and liability, and that's how we've done it before.

Vice Mayor Mena: Understood.

City Manager Iglesias: I've done it in various cities.

Vice Mayor Mena: It's like a pass-through. I get that.

City Manager Iglesias: It's a pass-through.

Vice Mayor Mena: But again -- okay, so then there's a maintenance issue on a given crosswalk here in three years. What happens?

City Manager Iglesias: We do not want to assume that maintenance because that means...

Vice Mayor Mena: I understand, but what...

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City Manager Iglesias: It assumes liability.

Vice Mayor Mena: I get it. What actually happens? Does Riviera just go out and fix it? Does the City come out? Do they have to get a permit? How does that work?

Public Works Director Diaz: So, the appropriate process will be the way covenants and outstanding permits are addressed, that the developer is responsible for that maintenance of whatever outstanding improvements they propose in the right-of-way. If something needs to get fixed, if we -- it gets to the point that we need to put them on notice, they need to address it. If it becomes a life safety issue, the City could go ahead and do it ourselves, and then we send them some kind of a lien or liability, but that would be a last resort.

Vice Mayor Mena: So, it's completely their responsibility, the labor, the process, the pavement, everything about it, other than working with the City on any sort of permit or...

Mayor Lago: I'll give you...

Public Works Director Diaz: That's how our covenants are...

Mayor Lago: Mr. Vice Mayor.

City Attorney Ramos: It would be unless it isn't.

Mayor Lago: And Mr. Vice Mayor...

Vice Mayor Mena: Say again.

City Attorney Ramos: It would be unless it isn't.

Vice Mayor Mena: Yeah, but that's what we're talking about, right.

City Attorney Ramos: That's the standard thing that we require, but it doesn't...

Mayor Lago: I'll give you...

City Attorney Ramos: Have to be that way.

Mayor Lago: I'll give you an example which we're currently facing right now. The Agave project has right-of-way improvements through probably six or seven blocks, not only interlocking pavers, but they have traffic control devices and a litany of other landscaping initiatives which are going to be maintained by the Agave Group, or if they sell that property, to the next buyer in perpetuity. The City will bring Code Enforcement down if they have to if they see things are out of line and whether they are not following their development agreement, that will be addressed. So, it is already being done in multiple projects in the City of Coral Gables.

Vice Mayor Mena: Which is an important point, right.

Mayor Lago: And by the way, there's interlocking pavers -- and we've all seen them -- a block away from here in the residential neighborhoods. Those are improvements that were done throughout on intersections, beautiful interlocking pavers right adjacent to Alhambra.

Commissioner Anderson: Right.

Public Works Director Diaz: Aragon and...

Mayor Lago: Aragon -- multiple streets.

Public Works Director Diaz: A block of Le Jeune...

Mayor Lago: Yes.

Commissioner Anderson: Right.

Public Works Director Diaz: That's one location nearby.

Commissioner Anderson: And Flagler Street as you're cross -- you know, between the Metrorail and Government Center, you have them there as well.

Public Works Director Diaz: Correct.

Vice Mayor Mena: So, that brings me to then, I think, for me what's a very important question. So, my mindset coming into this in the last hearing was frankly, okay, well, you all agreed to do this in the developer agreement and the site plan -- and I'll let you address that in a minute -- then it came out -- and I'm relying somewhat on your summation and also what we talked about in the past, that the County wouldn't allow it, then they would allow it. I need to -- I want -- explain to me -- and I'm going to ask you to explain -- I'm also going to ask our City Attorney or whoever the appropriate person is to explain. The developer agreement and site plan, or any other document, frankly, where -- the responsibility for them to do the pavers, where exactly does that emanate from, and what does it say?

City Attorney Ramos: That I know of -- and Ms. Cabrera can correct me if I'm wrong -- there's no development agreement here. It was a site plan approval, a resolution that approved a site plan

that included these pavers. It was a conditional use, so I want to just briefly address the exactions comment that was made by Mr. Lucas. Of course, exactions are not permitted.

Vice Mayor Mena: Right.

City Attorney Ramos: In a conditional use scenario, commissions are given wide latitude to impose reasonable conditions. That's what occurred.

Vice Mayor Mena: Right.

City Attorney Ramos: That argument was not raised then that they were being exacted and made to do something. Now, fair point, circumstances have changed. That's why there's an ability to amend, and they're here making that case to you.

Vice Mayor Mena: Right, understood.

Mayor Lago: But what circumstances have changed?

Vice Mayor Mena: Yeah, that's...

Mayor Lago: You said that circumstances have changed. What are those circumstances?

Mr. Lucas: I can address that.

City Attorney Ramos: My understanding is the circumstances...

Mayor Lago: Let me just hear from the City Attorney.

City Attorney Ramos: That the County now wants the City...

Vice Mayor Mena: Well, I was about to address that.

City Attorney Ramos: That's the circumstances.

Vice Mayor Mena: Yes, I was about to address that. Let me finish my train of thought. I understand that there's an email from the County saying what it says. Yeah, and that you're relying on that. My interpretation of that email -- you can agree or disagree, and I understand that -- is the County's saying, "We're not going to be responsible for it." And to Peter's point, this is in the City of Coral Gables. The City would be responsible for it. To me, it's not -- the County's issue here is not whatever the country club and the City of Coral Gables have separately agreed to. So, if there's -- if there is an obligation in the documents and in the conditional use approval of this property that required the club to do this, and it was relied on by this council in approving the conditional use, then I don't think that the County's email frankly changes that in any way, which is why I'm trying to get clarity on the requirement in the underlying documents that these pavers be part of these crosswalks. Because again, if the parties agreed to that in that document, and it was part of that approval, the fact that the County sent an email, it's a -- I understand the argument. To me, the County was not addressing that in any way. The County was simply saying we, the County, will not be responsible for this. And there's no reason that the scenario that the City Manager described could not be the way this proceeds, and frankly, is not what was -- is not consistent with the original document. It sounds to me like it absolutely would be. So, help me understand from your perspective what your position is vis-à-vis that point and the obligation -- the original obligation of the club, and from our perspective so far, continued obligation of the club to have pavers as part of the crosswalks.

Mr. Lucas: Thank you for the opportunity. The original site plan provided for pavers that would extend from the main driveway south to the tennis court parking lot area, if you would.

Vice Mayor Mena: Right.

Mr. Lucas: That's a fact.

Vice Mayor Mena: Okay.

Mr. Lucas: That was designed conceptually by an architect. As we went through the process of getting County approvals as well as City approvals, we learned of the County's position. We also learned through our discovery, the public records, that the City had actually reached out to the County back in September of 2020, and basically expressed an interest, and the email from the County confirming this says because the City has expressed an interest in entering into a maintenance covenant for the enhancements within the public rights-of-way, which were the pavers depicted on the site plan itself, the Department of Transportation and Public Works for Miami-Dade County would agree to allow those enhancements provided the City of Coral Gables enters into a maintenance covenant with Miami-Dade County in addition to whatever development agreement is going to be structured between the City and the developer itself. The reality is, Commissioner, is that particular obligation of maintenance going forward was never an issue that was discussed at all with Riviera Country Club in the context of its site plan amendment to my knowledge. What we did was when we came here back in March of 2021, we did so having conversations with the County where the County said, "What are you talking about? You cannot put pavers in our travel lanes." And the email itself that I refer to -- and may I approach?

Vice Mayor Mena: Sure, yeah, I'm happy to look at...

Mr. Lucas: Because I want you all to...

Vice Mayor Mena: Yeah.

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(COMMENTS MADE OFF THE RECORD)

Vice Mayor Mena: Careful.

Mayor Lago: Mr. Manager, while we wait for that, I'd like...

Mr. Lucas: This is something that the County expressed to us. When we have conversations with the County and the County is telling us that they do not allow for the installation of pavers within travel lanes, and that as a result, frequent paver failures under traffic loads is kind of the basis for that, that raises a concern for us, not only from a safety perspective, but also from a continued maintenance perspective. Whether that be a maintenance obligation that is assumed by the City, which has expressed an interest in undertaking those maintenance obligations as a condition precedent to the County deviating from that policy because, Commissioner, that's exactly what occurred. But that never ever came up in the context of the first discussion we had with regard to the site plan amendment back in March of 2021. The conversation has been -- and we've worked together for many, many, many months -- has been for too long because we've discussed the whole issue of pavers within the travel lanes of Blue Road ad nauseam. And the big issue has now been, if the City is going to insist upon it, we'll put them in there, but we're not going to be the ones who expressed to the County if you deviate from your policy of not allowing pavers within the right-of-way, we will in turn execute a covenant with you to assume the maintenance and liability obligations going forward. That was an expression that was made by the City staff, and it was something that was reiterated almost 10 months later after Mayor Lago spoke with Mr. Cueto, who basically said, "Okay, despite the emails that you've received thus far from the Department of Transportation and Public Works at the County, we're prepared to go ahead and acknowledge that these pavers are going to be permitted, but of course, there's going to be obligations for continued maintenance and liability and a covenant from the City," that means you guys. In this case, the City of Coral Gables. So, come January of 2022 -- and I'm repeating myself -- I correspond with

the City and say, "Wait a minute. We're prepared to go ahead and do what we've been negotiating the last six to nine months, which is providing you with upgrades, enhancements, in lieu of these pavers. Are you going to accept them, you're going to reject them, or are you simply going to say to us, 'You need to go forward and install the pavers.'"

Vice Mayor Mena: Sure, but what...

Mr. Lucas: Because if you're going to do that...

Vice Mayor Mena: But what pre -- what led to that six- to nine-month period was the County saying they wouldn't allow it.

Mr. Lucas: That's correct.

Vice Mayor Mena: So, I understand why we went down that road, because at the time the County was saying they wouldn't allow it. And what pre-dated that was an agreement that you would put pavers on this crosswalk.

Mr. Lucas: Which pre-dated that...

Vice Mayor Mena: So, we started with an agreement that you would have pavers. The County then said no. That led to a six- to nine-month or however long period. But then the County said, okay, fine, but here's how it can happen, which brings us back to your original agreement, which was there'll be pavers.

Mr. Lucas: Alright.

Vice Mayor Mena: So that's...

City Commission Meeting

March 29, 2022

Agenda Item F-1 - Ordinance of the City Commission approving a Site Plan Amendment pursuant to Zoning Code Article 14, "Process" Section 14-203, "Conditional Uses," for a previously approved Country Club by Ordinance No. 2016-34, located within a Special Use District, for the property commonly referred to as the "Riviera Country Club" and legally described as portions of Tracts 1 and 5, Riviera Country Club, 1155 Blue Rd. Page 23

Mayor Lago: Which, by the way...

Mr. Lucas: You know, fair statement, but let me just say...

Mayor Lago: Give me...

Mr. Lucas: The reason I...

Mayor Lago: Give me one second.

Mr. Lucas: I need to -- I really need to make a record here, Mr. Mayor, with all due respect. But for the Mayor reaching out to Mr. Cueto after having been told on two separate occasions pavers will not be allowed in the right-of-way, there was a deviation from that that reiterated, if you're going to do this, you will need to execute a covenant undertaking the obligations for maintenance of this right-of-way.

Vice Mayor Mena: Well, but...

Mayor Lago: And I take...

Vice Mayor Mena: Where's the email by the way?

Mayor Lago: Can I ask you...?

Mr. Lucas: My concern is...

Mayor Lago: Can I take control of the meeting for one second if I may? Just one second. We're going in circles. Is everybody here familiar with the performing arts center in downtown?

Mr. Lucas: Where, I'm sorry?

Mayor Lago: They've had pavers on the right-of-way for well over a decade, no maintenance issues, county road, done before, okay? I reached out to Mr. Cueto because Mr. Cueto, like the Manager in regards to the thousand employees that are here in the City, is the final word outside of the Commission. I have a relationship with Mr. Cueto, a professional relationship with Mr. Cueto, and he is second in command at RER and is a very capable and competent engineer. After I received this information, I wanted an interpretation from the person most senior in the department. His response is memorialized in the public record on an email, and I chose to do it in an email to make sure that when this came back here as we're discussing it today, it was in the public record. That email's public record, everyone has a copy of it, you can review it, and he clearly says that pavers are allowed in the right-of-way moving forward.

Commissioner Fors: Do we have a copy of it here today?

Mayor Lago: This is not a maintenance issue. This is not a maintenance issue.

Commissioner Fors: Go on, Mayor.

Mayor Lago: This is not a maintenance issue. This is a very simple issue. You call it a development agreement. You can call it a conditional approval. At the end of the day, these were approvals that were granted based on consideration of a new facility that was built on Blue Road in a residential neighborhood. It's been over three years since we've been waiting for Blue Road to be enhanced by the applicant.

Mr. Lucas: That's not fair and it's inaccurate.

Mayor Lago: Go ahead. What are the dates?

Mr. Lucas: We have been working together with the City to address this issue as well as with the County. And if the City is going to insist upon pavers being installed -- those pavers are decorative pavers. Those decorative pavers serve no purpose, no purpose whatsoever. We want to adhere to the Manual of Uniform Traffic Control Devices that allows everybody to rely upon the reasonableness of that criteria from a traffic engineering perspective that protects not only people traversing Blue Road in proximity to Riviera, but also the City of Coral Gables. This is not a personal issue. Pavers are pavers. If you're going to insist upon us putting them in, then decorative pavers will be put in, but we are not, and we have not agreed -- and to your question...

Mayor Lago: May I respond?

Mr. Lucas: Commissioner, we have not agreed to undertake the maintenance obligations associated with the imposition of this condition, which only results from the Mayor's conversation with Mr. Cueto. And I would disagree, Mayor, most respectfully, Mr. Cueto is...

Mayor Lago: May I finish my statement?

Mr. Lucas: Is the Deputy Director of the Department of Regulatory and Economic Services. And what he did was -- he's not the last word. He reached out to the Department of Transportation and Public Works in October. After September, the month previously, the County had already taken the position that pavers were not going to be permitted. So, your conversation, which indicates, Mayor Lago, good afternoon, as discussed, he basically reached out to the DTPW and said, let's go ahead and allow this to happen. That accommodation was extended subject to the condition that requirements apply...

Mayor Lago: Sir, that accommodation...

Mr. Lucas: Including...

Mayor Lago: That accommodation has been allowed throughout the County, like I gave you an example in front of the performing arts center in Miami-Dade County. Let me finish my train of thought. I was very cordial in allowing you to move forward and speak with the rest of the Commission. I would like to...

Mr. Lucas: We would extend...

Mayor Lago: Address two comments.

Mr. Lucas: We would extend that courtesy as well.

Mayor Lago: Two comments. Number one, they're not only decorative pavers. Mr. Diaz, your position is head of Public Works, correct?

Public Works Director Diaz: Correct.

Mayor Lago: Are these just decorative pavers, or do they serve as traffic calming also?

Public Works Director Diaz: There is a traffic calming element to putting pavers in the right-of-way.

Mayor Lago: So, let's put that on the record. Let's put that on the record because he insists -- the applicant insists that they are just decorative. They're not just decorative in nature.

City Attorney Ramos: I'm sorry to interrupt but this is important. Mr. Clerk, has Mr. Diaz been sworn in?

City Clerk Urquia: Yes, he has.

Mayor Lago: So, let's not just say they're decorative when they actually serve a traffic calming purpose. That's number one. So, moving forward, we have been waiting three years for the Blue Road portion of the project to be completed since you received the TCO. Mr. Diaz, when did this project receive a TCO?

Public Works Director Diaz: Suramy Cabrera will have to answer that one.

Mayor Lago: Ms. Cabrera -- thank you for your help by the way -- when did this project receive a TCO? When did they...?

City Clerk Urquia: Suramy, were you sworn in?

Development Services Director Cabrera: No.

City Clerk Urquia: Okay, please raise your right hand. Do you swear or affirm that the testimony you'll provide today will be the truth and nothing but the truth?

Development Services Director Cabrera: Yes, I do.

City Clerk Urquia: Thank you.

Mayor Lago: When did this -- when was this building first occupied?

Development Services Director Cabrera: I don't recall off the top of my head, but it's...

Mayor Lago: Would you say it's been three years, two and a half years? What would you say?

Development Services Director Cabrera: Maybe two years.

Mayor Lago: Okay. We've given them -- how many TCOs have we given them?

Development Services Director Cabrera: We've extended the TCO several times.

Mayor Lago: Several times. It's a privilege that we afford to very few in this community, correct?

Development Services Director Cabrera: Correct.

Mayor Lago: Okay, so we've been very accommodating, so that's number one. Number two, there is a basic plan where the pavers are potentially what, 2 percent of the entire exterior, 3 percent of the entire exterior scope, would you say, 5 percent?

Development Services Director Cabrera: Yeah, I don't know.

Mayor Lago: When you include the trees, the paving, sidewalks, undergrounding, the pavers are maybe what, 5 percent of the entire remaining portion of the project on Blue Road? So, why couldn't we have finished 95 percent of the entire exterior, then before we did the final lift of asphalt, come to a resolution in regards to the pavers? Could we have done that, Ms. Cabrera? You being a professional engineer, could we have done that, yes or no?

Development Services Director Cabrera: I believe so, yes.

Mayor Lago: Mr. Hermes Diaz, head of Public Works, could we have finished 95 percent of the scope of work on Blue Road, and then come back to the Commission, or to the Manager, and said, "Listen, we don't want to do the pavers. Look at the project, look how good it looks with asphalt, and I think it's a better fit for the club and for the community. But we finished everything, we beautified it. We're willing to give you in turn financial compensation for not installing the pavers, more trees, some additional light posts in maybe a different area of the City." Could we have done that, yes or no?

Public Works Director Diaz: Yes, we could.

Mayor Lago: Have we made that accommodation? Have other developers come at the end of a project and said, "Listen, this doesn't work for us," but they finished the project.

Public Works Director Diaz: There have been some instances -- and I can't think off of the top of my head where -- but that certain things don't work...

Mayor Lago: Yes.

Public Works Director Diaz: Technically, and some other type of arrangements are made.

Mayor Lago: Whatever that may be.

Public Works Director Diaz: Right.

Mayor Lago: So, to me, my point is, we've been waiting two and a half years, three years, whatever the number is, to finish Blue Road. It's time for it to be done and completed. We could have addressed 95 percent of the scope and come back for the 5 percent, which is the remaining pavers.

We've addressed that these are interlocking pavers. They're throughout the City, they're throughout the County. They're allowed by the County, we have it in writing. Now the question is about maintenance, so I don't want to get -- I don't want to belabor the point and get lost in whether it's allowed or it's not allowed. It's allowed. What I want to address now is the issue of maintenance. And we can try to go around in circles as much as possible, but we got to come to a decision today.

Public Works Director Diaz: May I...

Mayor Lago: This Commission is a city -- go ahead, Mr. Director.

Public Works Director Diaz: No, my apologies, sir.

Mayor Lago: No, no, please I don't...

Public Works Director Diaz: I would like to provide some context to some...

Mayor Lago: Of course.

Public Works Director Diaz: Of the emails that he shared here. If this is a city road, not a county road, we would be asking the country club to provide a maintenance agreement for the City for the maintenance of the pavers. So, the context of that email is where neither the County nor the Florida Department of Transportation will enter into an agreement directly with the property owner. So, the property owner will enter into an agreement with the City, and the City will be the entity who enters in an agreement with the County.

Mayor Lago: I would like for...

Public Works Director Diaz: So, I just want to make sure that is clear and that was the context of my email. At no point was I indicating that the City was willing and accepting the responsibility for the maintenance of the pavers. Agave, the interior streets in Agave, are public rights-of-way. Those have pavers. The intersections of Galiano and I want to say Sevilla and a few others, they're also pavers. They're responsible for maintaining those pavers as well. This is not uncommon. This happens all the time. There are a number of crosswalks and sidewalks throughout the County where this exists, so this is not something that it's otherworldly or -- I mean, it doesn't happen all the time, but it's not uncommon. And I just want to reiterate, if this was a City road, we'll be asking the developer to enter into an agreement with the City for the maintenance. The County would be out of the picture at that point. So, I just want to make that clear.

Commissioner Fors: Mr. Lucas, if I can -- and this goes straight to that point.

City Manager Iglesias: The maintenance and the liability.

Mr. Lucas: I...

Public Works Director Diaz: Correct.

Mr. Lucas: I really do need to respond because the term "if," you know, is a very significant term that's used. You know, if I had ham, I would have ham and eggs if I had eggs. This is not a City road. This is a County road. With regard to the TCOs and the accommodations, that has been the result of continued efforts, good faith efforts on our part to collaborate with staff, which your staff may or may not want to admit today. But we've spent countless hours with them, providing every detail for every enhancement and every upgrade as good citizens of the City of Coral Gables. Lastly, in terms of traffic calming being an element, if you will, since when has these pavers ever been characterized as being a traffic calming device, something that would rise to the level of

maybe the plateaus or the tables or the other rotary islands that are being devised throughout the City itself. No.

Mayor Lago: May I respond?

Mr. Lucas: In a moment because I'm not finished. The site plan amendment addressed this as strictly decorative pavers. And what you're doing now in the 11th hour, if you will, is you're simply saying, "Let's go ahead and convert these and consider them to be traffic control devices." Nobody has run any tests. Nobody has given us any traffic volumes. Nobody's provided us with the travel loads that would be impressed upon those. Nobody has provided us with a specific design, all of which is required under your code. If I go to the beautiful City of Coral Gables Hub and I look at all the information that's available to us, there are outlines of policies, applications, procedures, all of which go into the context of traffic calming devices. So, to try to justify the imposition of these pavers on the basis of a traffic control element is disingenuous. Thank you.

Mayor Lago: Thank you. To respond to the disingenuous comment, you're a practicing engineer, correct?

Public Works Director Diaz: Yes, I am.

Mayor Lago: A licensed engineer.

Public Works Director Diaz: Correct.

Mayor Lago: You've dealt with traffic calming issues -- correct? -- before.

Public Works Director Diaz: Yes, we have.

Mayor Lago: You have more experience probably than everyone in this room put together in regards to traffic calming, correct? Because I don't see anyone else with your background, except for maybe Suramy Cabrera, not even the Manager at the end of the day because the Manager is a structural engineer, correct?

Public Works Director Diaz: Correct. Well, I won't say the most. I don't know who else may be here, but...

Mayor Lago: Listen, again...

Public Works Director Diaz: I have experience on it.

Mayor Lago: You have experience.

Public Works Director Diaz: Yes.

Mayor Lago: Have we -- is this the first time that you hear that pavers are used as a traffic calming device?

Public Works Director Diaz: No.

Mayor Lago: So -- go ahead, sir.

Mr. Lucas: In the context of this project, absolutely.

Mayor Lago: Sir, let me explain to you. It is understood being in construction and having served on this Commission for eight years, that when you install traffic calming devices and you install pavers, it's like a rumble stick.

Public Works Director Diaz: Correct.

Mayor Lago: Everybody knows what a rumble stick is. They're not massive in nature. They may be three inches off the ground. They're set apart. The change in pavement, the change in grade basically forces -- it's like taking a lane and making it a little tighter -- it forces people to slow down.

Public Works Director Diaz: It's visual and feeling.

Mayor Lago: Just like when you put landscaping, it forces people to slow down. These are things that we've gone over in projects for years now. It's basically the standard. It's nothing new to this Commission. It's nothing new to the applicant, and it's nothing new to anyone who's listening today. We all feel it when we drive. When you go over pavers, it forces people to slow down. So, I understand, and I agree that, you know, maybe you don't want to admit the fact that pavers serve as a traffic calming device, but they do. They do. I want to reiterate and go back to what I was saying, and that is pavers serve multiple purposes. Number one, they're traffic calming opportunities. Number two, they beautify the City. What we're talking about here is maintenance. We're beyond whether the pavers are going to be installed or not. The issue is whether -- who's going to serve to have liability and who's going to maintain these pavers once they're installed. If they're installed appropriately, interlocking pavers need little to no maintenance. Look, for example, the drive-up in the Riviera Country Club, they're all interlocking pavers. They require little maintenance. Look at my driveway at my home, they're interlocking pavers, along the swale also where I signed the hold harmless agreement on the City's property. They've required zero maintenance since I installed them 10 years ago. So, my point is that I think we should get on to the point of whether this Commission is willing to accept the maintenance and the liability, or if not, we move forward and take a vote on it.

Vice Mayor Mena: So, and here's -- I want to address two things you said and my -- and it dovetails perfectly with what the Mayor just said. I don't -- where I -- I understand your point about the maintenance, and we're going to talk about -- I'll address that in a second. Where I disagree with you, frankly, is the idea that, one, but for the Mayor's email or contact with the gentleman, but for the club agreeing to install pavers, that's what started this entire thing. That was something that was a condition for the approval. That's where this started. But for that, he's not calling anybody at the County. We agreed to this. You agreed to this, so that's where we start, so I disagree with you. And even this last point about it's disingenuous to say that traffic calming is a basis for requiring the pavers, the basis for the pavers is that you agreed to the pavers, period, end of story. I get everything that happened after that. I just addressed it a minute ago, I won't repeat myself. But to me, you agreed to the pavers. You acknowledged you agreed to the pavers, that it was in the agreement, that it went from the drive to the other drive.

Mr. Lucas: I'm only going to acknowledge the facts as they are. I'm not going to...

Vice Mayor Mena: Agreed, and those are facts.

Mr. Lucas: Blow smoke towards this Commission.

Vice Mayor Mena: Did you --? Did the --? The original document that you told me said pavers from point A to point B, right?

Mr. Lucas: Illustrated the pavers on a site plan that was approved by the City.

Vice Mayor Mena: And that included the crosswalk.

Mr. Lucas: That is correct.

Vice Mayor Mena: And you agree to that, right?

Mr. Lucas: It included pavers across the main drive across the street to the parking area in the -- we call it the tennis parking lot area.

Vice Mayor Mena: Which includes the pavers on the travel lane, correct?

Mr. Lucas: Across the travel lanes, correct.

Vice Mayor Mena: You agreed to that, right?

Mr. Lucas: Yes, absolutely. Commissioner...

Vice Mayor Mena: So, we're on the same page. That's my point.

Mr. Lucas: I'm with you. You're...

Vice Mayor Mena: So, now we're talking about maintenance, and I understand your point about maintenance.

Mr. Lucas: But just to be clear, you're viewing this as a contractual obligation to install pavers based upon...

Vice Mayor Mena: I'm viewing it as a condition to approval.

Mr. Lucas: Let me finish -- based upon the site plan amendment that was submitted and then approved by the City.

Vice Mayor Mena: I'm viewing it as a condition of approval.

Mr. Lucas: Same thing.

Vice Mayor Mena: Well, yeah, there's no -- everything you did after that approval was because there was a condition to that approval, right? I mean, so bottom line, it was a condition to approval, and that's what brought us here today. I understand there was emails back and forth. I understand staff sent an email saying X, Y, Z. This Commission is the one that made the conditional approval, and this Commission is the one that has to decide whether to require that the applicant abide by the terms of that conditional approval. So, to me, the installation is undoubtedly something that was part of your agreement and should be required. That brings us to the maintenance in my opinion. And I'd like staff to address whether their position is that maintenance was required anywhere in the document. Because if I'm being fair, which I am, my position is that the documents require the pavers be installed. I just told you that. I need to understand where the maintenance requirement emanates from. Is it -- are you telling me it says it? Are you telling me it's industry standard that when you have that sort of obligation you're required for the maintenance? Help me understand that because if I'm going to impose that or ask that they abide by that, I need to understand where that obligation comes from.

City Manager Iglesias: And Vice Mayor, if I may say, this is a big issue because every -- when we have pavers in a -- just in a regular residential driveway, the norm -- and everybody understands the norm -- is that you maintain it and you provide liability insurance for it. So, when you are providing something that's not asphalt, it's understood that that requirement provides that you are responsible for maintenance and liability. If we're going to go away from that, then I have a serious problem with that because that is what we've asked of everyone, Agave, every single project. So...

Commissioner Fors: Is there a distinction of...

Mayor Lago: Merrick Park.

Commissioner Fors: Pavers in the area of the public way where vehicles travel?

Vice Mayor Mena: Correct. That's the question.

City Manager Iglesias: No, no, no. When we -- when you have a non -- when you don't have pavement in your approach -- if you were to take your driveway, the area from your property to the street, if you want pavers there, then you have to provide a maintenance and liability agreement with covenant with the City.

City Attorney Ramos: But I think there's an important...

Commissioner Fors: Yeah.

City Attorney Ramos: Distinction that...

Commissioner Fors: Because these pavers go...

City Attorney Ramos: We have to make.

Commissioner Fors: Yeah, these pavers go beyond that, no?

City Attorney Ramos: Forget where they are. We're not -- they're not asking to put them there. We're imposing them. Of course, if they were asking to put them there, we would require a maintenance and liability and encroachment agreement, of course. The difference here, which I think we need to be aware of, is that it's a condition that was imposed as part of a site plan.

Vice Mayor Mena: Sure.

City Manager Iglesias: Well, it was a condition...

Vice Mayor Mena: But they were asking -- but they were asking for things in the site plan...

City Attorney Ramos: Without a doubt.

Vice Mayor Mena: And that was a condition to the approval of said site plan.

City Attorney Ramos: Without a doubt.

Vice Mayor Mena: But that's...

City Attorney Ramos: And perfectly permissible.

Vice Mayor Mena: Yeah.

City Attorney Ramos: I just wanted to draw a distinction with an encroachment agreement.

Unidentified Speaker: If I may.

Commissioner Fors: Is there a distinction...

City Manager Iglesias: But it is similar because we did not ask for this. This was a proposed improvement that was looked at at the Commission for approving the project. So, I have a problem with thinking that if that happens again, that we cannot ask for liability...

Vice Mayor Mena: Talk to us...

City Manager Iglesias: And maintenance.

Vice Mayor Mena: But talk to us about -- I want to go back to my question, I apologize. I know -- I just -- I need clarity on this. Don't talk to me about driveways. Talk to me about travel lanes. That's what we're talking about.

Mayor Lago: Agave (INAUDIBLE)...

Vice Mayor Mena: I get the analogy, but I want to understand. Other developers that have had similar conditional approvals that required pavers in travel lanes, were they required to maintain, and was that requirement expressed in the documents, or was it simply...

Mayor Lago: Understood.

Vice Mayor Mena: Accepted as industry standard?

Public Works Director Diaz: Agave's...

Vice Mayor Mena: That's important.

Public Works Director Diaz: An example, but I don't have the document in front of me, so I couldn't read you what that says.

Vice Mayor Mena: I need...

Commissioner Fors: And also...

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Vice Mayor Mena: I need to understand -- I need -- if -- I need to understand that. That's an important question.

City Attorney Ramos: An additional factor that I think needs to be understood is whether it's a County road or a City road.

Public Works Director Diaz: The only difference that is difference that is obviously beside the County...

City Attorney Ramos: There's a distinction.

Public Works Director Diaz: To be clear, the County will have to enter into an agreement with us. But if this was a City road, we would be asking for an agreement directly with the property owner, just the County won't necessarily be in the picture.

Mayor Lago: Commissioner Menendez.

City Attorney Ramos: Right.

City Manager Iglesias: If this was a City road...

Mayor Lago: Can I...?

City Manager Iglesias: We would ask for the exact same thing...

Mayor Lago: Excuse me.

City Manager Iglesias: That we're asking for now, a liability and maintenance, and then we would provide that to the County because it is a County road. So, the County will not deal with the applicant directly. It will deal with us.

Mayor Lago: Exactly.

City Manager Iglesias: So, we would ask for the...

Commissioner Anderson: So...

City Manager Iglesias: Same exact thing.

City Attorney Ramos: Correct.

Mayor Lago: Very clear.

City Manager Iglesias: And I want to make sure that we are very clear on this because we have other projects and other the projects that are coming where this is very clear...

City Attorney Ramos: Right. It's just...

City Manager Iglesias: That we do not...

City Attorney Ramos: One additional step.

Mayor Lago: One second, one second, one second. I'm about to apply Robert's Rules here in a second, okay? I want to hear Commissioner Menendez. But let's be clear because we keep harping

-- the applicant keeps going back to this email. This email also applies to what we're discussing right now, what the Mayor -- what the Manager just mentioned. Commissioner Menendez.

Commissioner Menendez: After listening to the discussion, a lot of great questions and important issues, but we're I think one hour into one heck of a Ping-Pong match.

Mayor Lago: Yep.

Commissioner Menendez: Pavers are put down every day in the County, in South Florida. Pavers aren't an issue. Maintaining pavers aren't an issue because pavers are maintained every day. If you don't have someone that does it, you hire someone that does it. So, I think it comes down to liability. Is the Riviera Country Club willing and open -- is that the issue? -- of taking on the liability versus the City or the County taking the liability? We're bouncing around a lot of these issues, sub-issues which are important, and I'm glad we're discussing it, but at some point, we got to go down to the nitty-gritty and find out where that trigger point is. What's the trigger point that can perhaps -- we can find a solution so we can move forward. I have a feeling liability, at the end of the day, is the biggest concern because that's an unknown.

Mayor Lago: Commissioner, and that's what I was mentioning before. I wanted to put pavers, you know, on the right-of-way, not on the right-of-way, the County, the City. That happens every single day. I'm not here to discuss that. Whether the County approves of it is clearly stated here by Mr. Cueto. That's not up for debate today. I was trying to get back onto the point, and I'm glad you brought it up. Mr. Director, have we in any projects in the City accepted liability on behalf of the developer in regards to maintenance of pavers?

Public Works Director Diaz: Not that I'm aware.

Mayor Lago: Okay. So, we have to make a decision here as a Commission. Do we set a precedent and accept the liability and the maintenance as they're requesting? Because they've admitted that they're willing to install the pavers, but they're not willing to accept the liability or the maintenance. That's the decision we're here to make today.

Mr. Lucas: I would disagree with the manner in which that is phrased because you're comparing apples to oranges. To the City Attorney's point, we're dealing with a distinction between a County road and a City road. The examples that have been posited by the Mayor and responded to by Mr. Diaz are all based upon developer agreements that occur within the City of Coral Gables involving City right-of-ways (sic), involving permissions that are granted by the City government to that particular developer. This is a County road. If you can show me one example of a County road in the City of Coral Gables in which pavers were required to be installed and the owner adjacent to those pavers has assumed or was required to accept the maintenance and the liability responsibility, I would suggest to you there are no examples of that. We're dealing with a very unique circumstance here.

Vice Mayor Mena: To me, that's a distinction without a difference, I'm sorry. I -- this was approved -- your site plan was not approved by the County. Your site plan was approved by the City. One of the conditions was, as we've discussed, were these pavers. That always contemplated -- because it is a County road -- having to go to the County for said approval. The County has now provided that approval, and here we are.

Mr. Lucas: I disagree with that.

Vice Mayor Mena: So, I understand the distinction you're making, but I disagree with it. So, I come back again to maintenance. I am absolutely willing to require them to abide by the terms of the approval, which included installing the pavers. I need to understand -- because they're not here asking for something today. We already approved something, and I need to understand what the

obligations are associated with that approval. So, I get the point about Agave and other projects, but if those agreements say that that party is responsible for maintenance expressly, then it's different than this one, so I need clarity on that. And I don't know that I have it here today, so I'm not trying to punt on this. I'm absolutely willing to say they need to install the pavers, but the question of maintenance and liability to me, I need more information on it because I can't just impose that on you today.

Commissioner Anderson: Okay.

Vice Mayor Mena: The position has to be that it was always required and that it's industry standard, and that it was understood that installation would require that, and that's what always happens in the City. And they may agree or disagree, but I need clarity on that.

City Manager Iglesias: I think that we need to look at this carefully because we are going down a road or where I think it may not be where we want to go because it is -- if you put pavers on your drawings, it's understood that this is a City standard that we ask for you to maintain it, that we ask for you to provide liability information. It is done at all projects. And I don't want to get away from that because it's not -- because for some reason it's not clear somewhere. It means that we have to specify every single thing. It is understood that to get a permit, you put pavers on your plan, you go to get a building -- you go to get a right-of-way permit and you must provide liability and maintenance covenant.

Vice Mayor Mena: And my point is if that's how we...

City Manager Iglesias: And that...

Vice Mayor Mena: If that's how we've done it on the other projects, then I'm willing to hold them to that same standard.

City Manager Iglesias: And that's what we've done on all the other...

Vice Mayor Mena: And I need you to show me that.

Commissioner Anderson: Alright.

Vice Mayor Mena: That's all I'm saying.

Commissioner Fors: And the second question is...

City Manager Iglesias: And that is our standard.

Mayor Lago: Wait, wait.

Commissioner Fors: The second question is if there's slight -- if there's any distinction between this and what's readily understood. I'll -- for the record, just for guidance, and I won't repeat it all over again -- but my thinking is pretty much 100 percent in line with Commissioner Mena's. I already said last time that I think whether or not they put pavers is already -- the ship has sailed on that. Pavers have to go. My question becomes, when we approved that site plan with the pavers depicted on there, those types of pavers on that type of road, is it commonly understood that that implies that the applicant will handle maintenance? If that's the case, then I think they have to. If it's not the case, then I think there's other questions to be asked.

City Manager Iglesias: Then Mr. Trias -- Mr. Trias, on the Agave project, did we specify that they had to have liability and maintenance in the site plan?

Planning and Zoning Director Trias: In the site plan, no.

City Manager Iglesias: Yeah, but...

Planning and Zoning Director Trias: But it was a slightly different...

City Manager Iglesias: No, but did we ask -- simply, did we ask in the site plan when the site plan was approved that they would assume liability and maintenance? I don't believe we did. Because looking at the development agreement as many times as I have, I don't -- that was not there. It was implied because when they went to get a permit from our Public Works Department, that is our standard. That has always been our standard, and it's been done not only for streets, but for approaches, for many other things. So, I want to be very careful that we don't assume that this is not a standard. It is a standard. It was not in the Agave development agreement. I've seen it where it talked about specific liability. It was implied when they went to get their permit from the Public Works Department.

Mayor Lago: So, let me hear from Commissioner Anderson, please.

Commissioner Anderson: You know, I really think the time for you to have asked for an exception for -- to remove the liability would have been at the time that the site plan was approved. Now, we're at 20-20 -- looking back with 20-20 vision, and now you want to rid yourself of the liability. The only thing that I see here that needs to be addressed is the fact that, you know, we need to comply with the County standards. So, if we -- City of Coral Gables, as it states here in this email, could subsequently contract with a third party the performance of the required maintenance activities, then that's you, that's Riviera Country Club. And I know you disagree, but the time to have brought this up was years ago when you got your site plan approval. And we need to move forward because this has been drug out long enough.

Commissioner Fors: Did Mr. Trias have something? He seemed like he was disappointed, didn't get to say what he was going to say.

Planning and Zoning Director Trias: The only thing I was going to say is that Agave has a development agreement in addition to the conditions of approval, so it's a slightly different. Here is conditions of approval only. I don't like to hear the word development agreement thrown around because there's a very specific thing.

Mayor Lago: Could I...?

City Manager Iglesias: Agave has a development agreement, but having read it numerous times, there is no -- there is nothing that says that there is a specific liability or maintenance agreement for the pavers. That was understood when they went to get a permit through the -- a right-of-way permit through the Public Works Department.

Mayor Lago: Thank you, Mr. Manager. I'd like to call Robert Behar up please if you'd help us. I see he's here. Mr. Behar...

City Attorney Ramos: Mr. Clerk, if you can swear him in, please.

City Clerk Urquia: Please, Mr. Behar, raise your right hand. Do you swear or affirm that the testimony you'll provide today will be the truth and nothing but the truth, sir?

Robert Behar: I do.

City Clerk Urquia: Thank you.

Mayor Lago: Mr. Behar is not only an architect, but he also serves on the P&Z Board, and he has intimate knowledge in regards to this approval a few years ago. Can you give me a little background of what you remember in regards to the conditional approval that was granted?

Mr. Behar: Good afternoon, Mr. Mayor and Commissioners. This project came before the Planning and Zoning Board probably 2016, 17 -- 16, okay. And I do recall that it was specifically a requirement that the pavers will be put as part of the project. It was never -- in addition, I personally brought out that I thought it would have been good to incorporate a sidewalk because if you see how they even walk from the course across the street to the front door it's very dangerous. So, I do recall as a condition of approval for the Planning and Zoning Board that these pavers were to be incorporated. As a practicing architect in Coral Gables, I do know that if we do something that is on the right-of-way or something that we're dedicating to the City, we have to be responsible for the maintenance, so that, in my opinion, is what took place. And I do recall the entire board voting in favor of that resolution.

Mayor Lago: Mr. Behar, thank...

Mr. Lucas: May I follow up?

Mayor Lago: Of course.

Mr. Lucas: Mr. Behar, were you invited to attend today's hearing?

Mayor Lago: I was about to announce that. I was going to say thank you for actually listening while you were in the building and actually contacting me and saying may I step in.

Mr. Behar: I have an item coming up and I was outside and I...

Mayor Lago: Thank you. So, I...

Mr. Lucas: I just -- I have another question for you. Have you ever dealt with a situation or did you address...

Mayor Lago: Excuse me, sir. Will you do me a favor? Will you -- the questions through the Mayor.

Mr. Lucas: Of course.

Mayor Lago: Thank you, sir.

Mr. Lucas: If you wish. Mr. Behar, if you would please explain to us any instances in the City of Coral Gables in which pavers have been required to be installed on a County road and the property owner adjacent thereto was required to undertake the maintenance and liability obligations.

Mayor Lago: Thank you.

Mr. Lucas: You're welcome.

Mayor Lago: Mr. Behar.

Mr. Behar: I am -- I personally never been involved, but I know of instances in the City of Coral Gables where that is a typical condition. It's no different than a park or, you know, that is the responsibility of the developer. It is clearly, in my professional opinion, that once the developer puts it, they're responsible for the maintenance of it.

Mayor Lago: And the issue here is that we're trying to hang our hat on the issue whether it's County or City. This is the standard norm in the City since anyone who's in this room can remember. I think we need to move on from this issue. And by the way, thank you for being here for your next item, which I think is at 1 o'clock time certain, your project that's coming. So, it just is a good coincidence the fact that you've been serving on the Planning and Zoning Board for so many years and you actually remember voting on this issue. So, thank you, Mr. Behar. I appreciate that.

Mr. Behar: You're very welcome.

Mayor Lago: Thank you for your service. So, moving forward, are there any other comments? Does the Commission request any further information? Are there any public comments in regards to this issue?

City Clerk Urquia: There are, Mr. Mayor.

Mayor Lago: How many do we have?

City Clerk Urquia: One.

Mayor Lago: Perfect. Can you open the public comment and close it after this one individual?

City Clerk Urquia: Yes, sir.

Mayor Lago: Thank you.

City Clerk Urquia: So, the speaker is Ms. Maria Cruz.

Mayor Lago: Ms. Cruz, the floor is yours.

City Clerk Urquia: And Ms. Cruz, could I ask you to please raise your right hand? Do you swear or affirm that the testimony you'll provide today will be truth and nothing but the truth, ma'am?

Maria Cruz: I do.

City Clerk Urquia: Thank you.

Ms. Cruz: Maria Cruz, 1447 Miller Road. I've listened the previous time when the attorney came to argue the same point. It was an attorney representing the country club if I remember correctly. Now, we have a different attorney who is not representing them as clients, but because he's a member. But I don't -- I didn't remember -- I've been listening very carefully. The previous attorney did not mention anything about maintenance. The whole issue was he -- they did not want the pavers. There was never a safety issue. There was never anything that was brought up today. So, I would suggest to the Commission that this needs to be finalized today because if we don't, if you fail to do that, there will be a different attorney next time that will come up with another issue to consider, and meanwhile, Blue Road will not be completed, and we'll be waiting to finalize so the people in that community, in that area can have a decent-looking area. I have a -- I mean, I'm beyond myself here that we -- they were -- they said that they were forced to have pavers. Hello, when you go to Planning and Zoning, they tell you what the conditions are. If you don't want to do it, you do not have to do whatever it is that you're planning to build. You can say, "No thank you. Under those conditions, I will not do it." So, we build the country club, the building, we did everything we had to do there based on the agreement that we accepted as a conditional approval. And after everything is said and done, now we realize that, oh, no, we didn't want it, so what are the options? The Commission can say we didn't give you permission not to do it, so tear it down and start again. That's what -- if you do something in your home and they give you a conditional approval and if you don't follow it, there are fines, there's certain

requirements. This is no better, no worse than what we all go through. The fact that they are -- I'm sorry, but I think -- I've been sitting here wondering if a regular resident of this City would have been given two hours to go around in circles with the same argument back and forth, interrupting the Commission, and claiming that they were imposed the rules. No, they were told that it was a condition in order to get approved for what they wanted to build. They agreed to it. They went ahead and did what they wanted to do, and now we're in a bind because the rest of the condition, they do not want to do, so they want the rest of us to be responsible for what they don't want to do. Absolutely not. I urge you to push forth, go ahead finalize this issue, and please do not give them another opportunity to come up with another attorney that will find another reason to argue. Thank you.

Unidentified Speaker: Thank you, Ms. Cruz.

Mayor Lago: Thank you, Ms. Cruz. Thank you.

Mr. Lucas: Mr. Mayor, is this the same Maria Cruz that actually reached out to Miami-Dade County asking about the same question? We have an email that we received in our public records request when Ms. Cruz wrote to Linda Reyes asking specifically about information relating to the use of pavers in the right-of-way, to which Alejandro Barrios, who was the Deputy Director for the Department of Transportation and Public Works, provided to her, Commissioner Anderson, the same April 13th, 2021 email that Mr. Barrios had issued in response to the City when it inquired as to the permissibility of pavers being permitted. So, when we talk about hearing such as this -- and I appreciate that you all have indulged this issue...

Mayor Lago: May I respond to...?

Mr. Lucas: As much as you have.

Mayor Lago: You asked me a question. I'd like to respond to you.

Mr. Lucas: Sure.

Mayor Lago: You asked me if this is the same Maria Cruz.

Mr. Lucas: Please.

Mayor Lago: What is the point of that statement? I'm trying to understand.

Mr. Lucas: Well, the point is she's been on this campaign since September 21, 2021, when Mr. Barrios actually wrote back and said this is the County's position. It was subsequent to that that you intervened to get the County to deviate from that policy.

Mayor Lago: May I respond?

Mr. Lucas: That's my only point for purposes of the record.

Mayor Lago: So, let me respond to you. Number one, Ms. Cruz lives -- like I live -- a few blocks away from the subject project. You used the word "campaign." How many people in the room today? Thirty people? I think Maria's involved in every campaign. I think Maria responds to every single item on the agenda. I think Maria has a comment in favor or against every single comment since I've been on this Commission for nine years. And I love how people are shaking their head because she has a right to. She's a resident. And I think her comment before this comment was that she actually injects herself on issues not only in her neighborhood but in other people's neighborhoods because she has an opinion. And God bless the City of Coral Gables for having an opportunity for its residents to speak and for this Commission and the Manager and our

City Attorney and our City Clerk and all the employees being so welcoming in regards to public comment. So, yeah, it is the same Maria Cruz...

Commissioner Menendez: And by the...

Mayor Lago: Who has a lot to say.

Commissioner Menendez: And by the way...

Mayor Lago: Mr. Menendez.

Commissioner Menendez: If anyone...

Mayor Lago: Commissioner Menendez.

Commissioner Menendez: Thinks they're going to shut down Maria Cruz, trust me, a lot of people have tried. That's an impossible task.

Mr. Lucas: Not my intention.

Mayor Lago: So, with that being said, moving forward, moving forward, what is the pleasure of the Commission? Madam City Attorney, what do we -- in voting here, what are we...?

City Attorney Ramos: So, there's two ways to go here.

Mayor Lago: Yes.

City Attorney Ramos: One is what's on second reading...

City Commission Meeting

March 29, 2022

Agenda Item F-1 - Ordinance of the City Commission approving a Site Plan Amendment pursuant to Zoning Code Article 14, "Process" Section 14-203, "Conditional Uses," for a previously approved Country Club by Ordinance No. 2016-34, located within a Special Use District, for the property commonly referred to as the "Riviera Country Club" and legally described as portions of Tracts 1 and 5, Riviera Country Club, 1155 Blue Rd. Page 56

Mayor Lago: Yes.

City Attorney Ramos: Which does not include the pavers.

Mayor Lago: Yes.

City Attorney Ramos: It includes just for the record...

Mayor Lago: Three, four, and five, correct?

City Attorney Ramos: Correct. Change...

Mayor Lago: So, why don't we deal with three, four, and five, which the last time we approved, correct?

Commissioner Menendez: Um-hmm.

Mayor Lago: Will somebody make a motion on three, four, and five?

Commissioner Anderson: Second.

Vice Mayor Mena: Is that a problem?

City Attorney Ramos: So -- yeah. So, if there's any...

Mayor Lago: Why?

City Attorney Ramos: If the Commission would like to at all consider adding the pavers back, then this would be first reading of the same ordinance...

Mayor Lago: Okay.

City Attorney Ramos: And you would include it.

Mayor Lago: Okay, so...

City Attorney Ramos: Because the title hasn't changed.

Mayor Lago: Okay. So, for us to include the pavers, how does the vote have to go?

City Attorney Ramos: So, you would amend the current ordinance...

Mayor Lago: Okay.

City Attorney Ramos: To the first reading version...

Mayor Lago: Okay.

City Attorney Ramos: And you'd adopt it on first reading and then it would come back next time.

Mayor Lago: So moved.

Commissioner Fors: And how does that work into the maintenance obligation?

City Clerk Urquia: So, Mr. Mayor, we already had a previous motion on the floor by Commissioner Menendez.

Commissioner Menendez: I'll withdraw it.

City Clerk Urquia: Okay.

City Manager Iglesias: Let me clarify. Item three, four, five is what we approved last time.

Mayor Lago: Yep.

City Attorney Ramos: Correct.

City Manager Iglesias: Which means it leaves the pavers in place not that it removes it. So...

City Attorney Ramos: Correct. When I say add the pavers, I mean approve what they're asking.

Mayor Lago: No, I'm not. I'm not willing...

City Attorney Ramos: Okay. Then you don't want to make that motion so withdraw that motion.

Commissioner Menendez: And I keep my...

Mayor Lago: I want to be very -- it's very confusing, very confusing.

Commissioner Menendez: So, where are we now?

Mayor Lago: Thank you, Mr. Manager. I was looking for...

City Commission Meeting

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Agenda Item F-1 - Ordinance of the City Commission approving a Site Plan Amendment pursuant to Zoning Code Article 14, "Process" Section 14-203, "Conditional Uses," for a previously approved Country Club by Ordinance No. 2016-34, located within a Special Use District, for the property commonly referred to as the "Riviera Country Club" and legally described as portions of Tracts 1 and 5, Riviera Country Club, 1155 Blue Rd. Page 59

City Attorney Ramos: If anyone...

Mayor Lago: Our City Attorney to catch that.

City Attorney Ramos: If anyone wants to...

Mayor Lago: That's why I asked for the guidance.

City Attorney Ramos: If anyone wants to approve the change that they're requesting, you need to amend this ordinance.

Mayor Lago: Commission, what is your will? Seeing no amendment, our next step is?

City Attorney Ramos: Make a motion on the current ordinance.

Commissioner Menendez: Déjà vu.

Vice Mayor Mena: Current ordinance includes not only...

City Attorney Ramos: Just three, four, and five.

Vice Mayor Mena: But it includes installation and maintenance?

City Attorney Ramos: Let me -- no, no. It includes whatever was included in the site plan approve, and Mr. Hermes will have to -- Mr. Hermes -- Mr. Diaz will have to provide clarity on what that was.

Commissioner Fors: We're still (INAUDIBLE).

City Attorney Ramos: The changes does not change the site plan but for -- and let me read for the record what it would change in the site plan. It would change concrete pavers on the east and west side of the parking lot entrances to beige concrete, eliminate two onsite parking spaces to allow for new FPL switch cabinets, and change street species from ironwood to live wood. Those are the three things that were approved on first reading.

Vice Mayor Mena: So, it doesn't change the paver requirement?

City Attorney Ramos: It doesn't change one and two.

Planning and Zoning Director Trias: That is correct.

City Attorney Ramos: Mr. Trias.

Planning and Zoning Director Trias: The pavers -- and the pavers remain, and the maintenance that is associated, that is typical remains also.

Commissioner Fors: We continue to travel under the implication that -- ordering them to put in the pavers entails also maintaining them.

Planning and Zoning Director Trias: Well, that's the...

City Manager Iglesias: Commissioner, if it's on the plan and you must get a permit, then the maintenance and the liability applies because to get the permit in the right-of-way...

Mayor Lago: Yes.

City Manager Iglesias: You must have that.

Commissioner Fors: Okay. Is there no -- there's no -- I mean, if that's the case, that's the case. Is there any wisdom to clarifying that...

City Attorney Ramos: So...

Commissioner Fors: Including maintenance if that's...

City Attorney Ramos: You all could...

Commissioner Fors: The will of the Commission?

City Attorney Ramos: So, you all could adopt the three, four, and five today on second reading, and nothing prohibits them from coming back here in a month with the same request and you having additional information to consider. You're not forgoing a future amendment. You're just approving the three things of the five that they initially requested.

Vice Mayor Mena: But I think...

City Manager Iglesias: I'd like to clarify something if I may. This project is on TCO. TCO -- a TCO lasts for a maximum of 180 days, a max -- unless it's reinstated by the Building Official. So, this building has been on TCO. So, if the Building Official decides not to extend the TCO, then the building must be unoccupied. The maximum TCO again is 180 days but can be extended multiple times by the Building Official.

Commissioner Menendez: My question, Commissioner Fors, were you suggesting or asking if we should add language to specifically mention maintenance...

Commissioner Fors: I don't want to do that.

Commissioner Menendez: In the legislation?

Commissioner Fors: I'm ready...

Commissioner Menendez: You're ready.

Commissioner Fors: To vote on it.

Vice Mayor Mena: Yeah, I'll make...

Mayor Lago: Let's make a motion.

Vice Mayor Mena: A motion to approve it as...

Mayor Lago: Hold on one second.

Vice Mayor Mena: What's on the agenda.

Mayor Lago: Hold on one second.

Vice Mayor Mena: I'm making a motion to approve the item as set forth on the agenda on second reading.

Mayor Lago: Can I have a second?

Commissioner Anderson: Second.

Mayor Lago: Mr. Clerk.

Mr. Lucas: Further discussion. We need a clarification.

Mayor Lago: We've discussed this to a level that it's already -- we've been going way too long here.

Mr. Lucas: There's a detail with respect to landscaping.

Planning and Zoning Director Trias: A very minor detail.

Mayor Lago: Go ahead.

Planning and Zoning Director Trias: The live oaks are in the south side only. They cannot be installed in north.

Mayor Lago: Not a problem.

Planning and Zoning Director Trias: That's it.

Commissioner Anderson: Alright.

Vice Mayor Mena: Okay.

Vice Mayor Mena: Yes.

Commissioner Menendez: Yes.

Commissioner Anderson: Yes.

Commissioner Fors: Yes.

Mayor Lago: Yes.

(Vote: 5-0)

Mayor Lago: Quick question before we move on to the next item. Mr. Manager, when are we expecting Blue Road -- what are the impediments apparently in regards to the implementation and the completion of this project?

City Manager Iglesias: I think that the completion can be done except of the now permitting of the pavers through the County, so construction can start. And other than that, that would be the final step because you would repave Blue Road as...

Mayor Lago: So, we could mobilize on -- the applicant could mobilize on this project within -- I'm in construction, you're in construction -- a month?

City Manager Iglesias: They have a current -- I believe that they have a current permit so they could -- correct, Public Works Director?

David Shoppe: Mr. City Manager, we have a permit through the County. We never got a permit through the City for this work (INAUDIBLE).

City Manager Iglesias: Is this ready to permit?

Public Works Director Diaz: Does the permit from the County includes the relocated -- the new location of the sidewalk or...?

Mr. Shoppe: No, we would have -- the new locations, that would have to be modified through the County.

Public Works Director Diaz: Right, so the sidewalk location on the County approved plans is not on the current location.

City Manager Iglesias: Okay, so except for the sidewalk and the pavers, you could obtain a permit from the Public Works Department and proceed with all those items -- with every item except those two.

Mayor Lago: And you could run those plans concurrently as you continue to do your work. You can do all the milling. You can do all the undergrounding. You can do everything that needs to be done, and by the time you get to the sidewalk, your plans should be approved. I think that we should do everything in our power with the Commission's approval to expedite this project so we can finalize this corridor which I think will run perfectly with the proposed sidewalks that we're going to continue up Blue Road all the way to the Blue Road bridge.

Public Works Director Diaz: We'll do our part.

Mayor Lago: I know you will. You always will. Thank you. Have a wonderful day.