

Exhibit **L**

**City of Coral Gables
Planning and Zoning Board Meeting
Wednesday, September 15, 2010, 6:00 p.m.
Coral Gables City Commission Chambers
405 Biltmore Way, Coral Gables**

	----- 2010 -----												
Members:	J13	F10	M10	A4	M12	J9	J24	Ju14	Ju21	A11	S15	Appointed by:	
Eibi Aizenstat	P	C	P	C	P	P	E	P	P	P	P	City Manager	
Robert Behar	P	C	P	C	P	P	P	P	P	E	P	Commissioner Rafael "Ralph" Cabrera, Jr.	
Jack M. Coe	P	C	P	C	P	P	P	P	P	P	P	Mayor Donald D. Slesnick, II	
Jeffrey Flanagan	P	C	P	C	P	P	P	P	P	P	P	Commissioner Maria Anderson	
Pat Keon	P	C	P	C	P	E	P	P	P	P	P	Planning & Zoning Board	
Tom Korge	E	C	P	C	P	P	P	P	P	P	P	Commissioner Wayne "Chip" Withers	
Javier Salman	P	C	P	C	P	P	P	P	E	P	E	Vice Mayor William H. Kerdyk Jr.	

P = Present
E = Excused
U = Unexcused
C = Meeting Cancelled

City Staff:

Patrick G. Salerno, City Manager
Elizabeth Hernandez, City Attorney
Eric Riel, Jr., Planning Director
Walter Carlson, Asst. Planning Director
Martha Salazar-Blanco, Zoning Administrator
Scot Bolyard, Planner
Charles Siemon, Special Counsel to the City

Court Reporter:

Joan Bailey

**(See attached Verbatim Transcript of Planning and Zoning Board Meeting
prepared by Joan L. Bailey & Associates)**

- A. 09.15.10 Planning and Zoning Board Meeting – Verbatim Minutes.
- B. Gulliver Academy - Settlement Agreement.
- C. Updated public comments - University of Miami; ZC Text Amendment & Change of Zoning Map.
- D. 09.15.10 Speaker Sign In Sheet - University of Miami; ZC Text Amendment & Change of Zoning Map.
- E. Staff's PowerPoint Presentation - University of Miami; ZC Text Amendment & Change of Zoning Map.
- F. Updated public comments - 272 Valencia Ave; Change of Land Use.

1 CITY OF CORAL GABLES
2 PLANNING AND ZONING BOARD MEETING
3 VERBATIM TRANSCRIPT
4 CORAL GABLES CITY COMMISSION CHAMBERS
5 405 BILTMORE WAY, CORAL GABLES, FLORIDA
6 WEDNESDAY, SEPTEMBER 15, 2010, 6:07 P.M.

7 Board Members Present:
8 Tom Korge, Chairman
9 Eibi Aizenstat, Vice-Chairman
10 Robert Behar
11 Jack Coe
12 Jeffrey Flanagan
13 Pat Keon

14 City Staff:
15 Eric Riel, Jr., Planning Director
16 Elizabeth M. Hernandez, City Attorney
17 Patrick G. Salerno, City Manager
18 Walter Carlson, Assistant Planning Director
19 Scot Bolyard, Planner
20 Martha Salazar-Blanco, Zoning Official
21 Charles L. Siemon, Esq.
22 Siemon & Larsen
23 Special Counsel to the City.

24 Also Participating:
25 Page

Application 09-09-092-P: 8

19 Laura Russo, Esq.
20 Russo & Baker, P.A.
21 On behalf of Gulliver Academy
22 Andrew W.J. Dickman, Esq.
23 Law Offices of Andrew Dickman P.A.
24 On behalf of Gables-By-The-Sea Homeowners
25 Association
26 Carlos Santeiro, President, Gables-By-The-Sea
27 Homeowners Association

1 Page
2
3 Application 08-10-115-P: 35
4 Jeffrey S. Bass, Esq.,
5 Shubin & Bass, P.A.
6 On behalf of the University of Miami
7 Joe Natoli,
8 Senior Vice President for Business and
9 Finance and CFO, University of Miami
10 Janet Gavarrete, Associate Vice President of Campus
11 Planning and Development, University of Miami
12 Manny Kadre, University of Miami Trustee
13 Arthur Hertz, University of Miami Trustee

14 Application Number 07-10-111-P: 145

15 Zeke Guilford, Esq.
16 Mort Guilford, Esq.
17 Guilford & Associates
18 On behalf of Brockway Valencia, LLC and
19 Brockway Limited
20 Marshall Bellin
21 Bellin & Pratt Architects, LLC
22 Glenn Pratt
23 Bellin & Pratt Architects, LLC
24 Jim Eagleton, Owner's representative

25 Public Speakers:
26 Page

27 Charles George 94
28 Devang Desai 100
29 Dr. William Samek 102
30 Pietro Bortoletto 103

31 ---
32
33
34
35

1 THEREUPON:

2 The following proceedings were had:

3 CHAIRMAN KORGE: Let's call the roll,
4 please.

5 MR. BOLYARD: Eibi Aizenstat?

6 MR. AIZENSTAT: Here.

7 MR. BOLYARD: Robert Behar?

8 Jack Coe?

9 MR. COE: Here.

10 MR. BOLYARD: Jeffrey Flanagan?

11 MR. FLANAGAN: Here.

12 MR. BOLYARD: Pat Keon?

13 MS. KEON: Here.

14 MR. BOLYARD: Javier Salman?

15 Tom Korge?

16 CHAIRMAN KORGE: Here.

17 The first item on our agenda is approval of
18 the minutes of the meeting of --

19 MR. COE: So moved, Mr. Chairman.

20 CHAIRMAN KORGE: Thank you.

21 Second, anybody?

22 MR. FLANAGAN: Second.

23 CHAIRMAN KORGE: Second. Any discussion or
24 changes? Hearing none, we'll call the roll on
25 that motion.

1 MR. BOLYARD: Jack Coe?

2 MR. COE: Yes.

3 MR. BOLYARD: Jeffrey Flanagan?

4 MR. FLANAGAN: Yes.

5 MR. BOLYARD: Pat Keon?

6 MS. KEON: Yes.

7 MR. BOLYARD: Eibi Aizenstat?

8 MR. AIZENSTAT: Yes.

9 MR. BOLYARD: Tom Korge?

10 CHAIRMAN KORGE: Yes.

11 Before we get any further along, apparently
12 the Planning and Zoning Department is being
13 revamped or eliminated, I'm not sure, and
14 before we get started, we wanted to acknowledge
15 and thank Eric, who's been with us 12 years
16 now, and Wally, 22 years, for the many years of
17 exemplary service, and I don't know, maybe if
18 the City Manager is going to be here later,
19 how -- or Eric, if you know, how the process
20 going forward will occur. Are we going to have
21 a meeting next month? And the application
22 process, has that been addressed, and notices
23 and all of this, for the Board Members and the
24 public, general public?

25 MR. RIEL: I mean, from the Department's

1 standpoint, we're continuing to work towards
2 having a meeting. It's my intention that there
3 will be a meeting in October, the regular
4 meeting date. It's just I don't know, in terms
5 of the transition with the Department. So I
6 can't really comment on that this evening.

7 CHAIRMAN KORGE: Okay. Thank you.

8 The first item --

9 MR. COE: Perhaps, Mr. Chairman, we should
10 have the City Manager, by e-mail, advise the
11 Board as to what he envisions in October with
12 the elimination of the Planning Department, or
13 if the Commission decides to phase it in, how
14 this is going to be handled.

15 CHAIRMAN KORGE: Right. So I'm sure the
16 Department will -- or the Manager will advise
17 us by e-mail when they know.

18 The next item on our agenda --

19 MR. RIEL: Mr. Chair, I just want -- There
20 is one change to the agenda. Agenda Item
21 Number 9, we're going to defer to the October
22 13th meeting. That's the last item on your
23 agenda. It's the Zoning Code text amendment
24 regarding Parking, Loading and Driveway.

25 CHAIRMAN KORGE: Okay. Thank you.

1 (Inaudible comments among Board Members)

2 CHAIRMAN KORGE: What?

3 MR. AIZENSTAT: No, I was just thinking
4 that looking -- I know we've already gone ahead
5 and approved the minutes, but looking back
6 under Robert Behar --

7 (Thereupon, Mr. Behar arrived.)

8 MR. AIZENSTAT: Well, actually, he's here.
9 I just wanted to ask, because it shows him as a
10 U for August.

11 And since you're here --

12 CHAIRMAN KORGE: Note, for the record,
13 Robert Behar has arrived.

14 MR. BEHAR: Thank you. In August? I
15 thought it was an excused notice, that I wasn't
16 going to appear.

17 MR. AIZENSTAT: Right. That's why I
18 just -- I just noticed that, and I wanted to
19 bring that up, if we should open that back up.

20 MR. COE: There was a mistake in here,
21 wasn't there?

22 MR. AIZENSTAT: There may be a mistake
23 there.

24 MR. BEHAR: I notified them that I wasn't
25 going to appear ahead of time, but it doesn't

1 matter.

2 MR. COE: It was excused, not unexcused.

3 MR. BEHAR: Right.

4 MR. AIZENSTAT: So it should be corrected.

5 CHAIRMAN KORGE: Do you want to move for
6 reconsideration?

7 MR. COE: It should be an E and not a U.

8 MR. AIZENSTAT: Exactly, so --

9 CHAIRMAN KORGE: Do you want to reconsider?

10 MR. COE: So I move to correct the minutes,
11 Mr. Chairman, to reflect the fact that Mr.
12 Behar had an excused absence.

13 CHAIRMAN KORGE: Second?

14 MR. AIZENSTAT: Second.

15 CHAIRMAN KORGE: Seconded.

16 Would you call the roll -- no discussion, I
17 assume. Would you call the roll on that,
18 please?

19 MR. BOLYARD: Jeffrey Flanagan?

20 MR. FLANAGAN: Yes.

21 MR. BOLYARD: Pat Keon?

22 MS. KEON: Yes.

23 MR. BOLYARD: Eibi Aizenstat?

24 MR. AIZENSTAT: Here.

25 MR. BOLYARD: Robert Behar?

1 MR. BEHAR: Yes.

2 MR. BOLYARD: Jack Coe?

3 MR. COE: Yes.

4 MR. BOLYARD: Tom Korge?

5 CHAIRMAN KORGE: Yes.

6 MR. COE: Is that "Here" a "Yes"?

7 CHAIRMAN KORGE: The next item is
8 Application Number 09-09-092-P, which is the
9 Planned Area Development assignment and Site
10 Plan Review for Gulliver Academy Master Campus,
11 a site plan at 12 -- 12595 Red Road.

12 MR. RIEL: Mr. Chair, I'd like to bring you
13 up to date in terms of what's been happening
14 with Gulliver. As you know, the application
15 was first considered by the Board on July 14th.
16 We had a significant amount of discussion that
17 evening. In fact, the -- that evening's
18 meeting was continued to a special meeting of
19 July 21st, which that evening, as well, we had
20 a significant amount of discussion.

21 At the 21st hearing, the Board secured
22 public input and testimony. The public
23 comments were completed, and closed. The Board
24 did discuss various issues and provide input
25 and direction to the applicant. The end

1 result, after the second hearing, was, the
2 Board continued discussion to the August 11th
3 meeting, to allow the applicant and the
4 adjoining neighbors, represented by legal
5 counsel, to meet further, to discuss the issues
6 that were from the two meetings.

7 And on August 11th, the applicant asked for
8 a continuance, to continue to work, till the
9 September 8th meeting, and as you know, we
10 moved the September 8th meeting to the 15th,
11 due to the holiday. We did send out new
12 courtesy notices to within 1,500 feet of all
13 property owners, letting them know, also
14 re-posted the property.

15 The end result, based upon the input from
16 the public, input and directions from the
17 Planning and Zoning Board, and numerous
18 meetings and discussions the applicant has had
19 with the neighbors, what you have before you
20 this evening is a settlement agreement. The
21 settlement agreement, as you can see, was just
22 reached about 30 minutes ago, and it's still
23 warm from being on the copy machine.

24 What I'd like to do is just go through the
25 agreement, the settlement agreement, briefly,

1 and then I have some additional comments in
2 terms of guidance and how we should proceed.

3 Basically, the agreement, the settlement
4 agreement which you have in front of you -- and
5 there's also copies, if anybody else would like
6 a copy. It sets forth, basically, certain
7 parameters regarding -- and I'm just going to
8 go through this, and again, I just read this
9 about 15 minutes ago. Basically, the proposed
10 natatorium shall be located as shown on the
11 plans, and the agreement is to allow for a
12 five-foot -- in the southern setback, southern
13 setback encroachment. It shall be residential
14 in style. The roof line shall have 32 feet, 4
15 inches of finished grade, and at the lowest
16 point, 29 feet. No fixed or permanent
17 electrical structural equipment on the roof,
18 fully landscaped along the side, and no parking
19 constructed on the south side of the property,
20 the existing school access point on Campamento
21 Avenue. The Campamento street will be closed
22 prior to the commencement of the 2011-12 school
23 year, subject to approval of the City. The
24 parties agree and acknowledge to the City's
25 review, to allow the school to complete

1 construction of an alternative access drive to
2 its parking and delivery area on the south side
3 of the property, prior to commencement of
4 2011-12.

5 If you recall, this was the predominant
6 issue that was discussed before the Board. The
7 school shall present an appropriate application
8 and plans for the drive, no later than 60 days,
9 and the drive shall extend no further south
10 than the location of the existing fence line,
11 which parallels Campamento. The school shall
12 seek City approvals, obviously, and the
13 required permits, any applicable easements,
14 landscape the south side of the fence. The
15 association shall support and duly authorize
16 the executed resolution of the board of
17 directors. The school shall eliminate UPS,
18 basically all the Federal Express ground
19 service trucks, within 30 days. Upon
20 completion of an alternate access drive, the
21 school shall immediately close the access point
22 on Campamento to all non-emergency vehicles.
23 And then it goes into some discussion about
24 fire and police, and then it goes into a
25 discussion or an agreement regarding whether

1 the gate location remains -- gate location
2 remains, but the gate is reduced to five feet.

3 Basically, the remainder of the agreement,
4 based upon my preliminary review, just mainly
5 deals with those typical legal things you would
6 see in a settlement agreement.

7 MR. COE: What are those?

8 MR. RIEL: Obviously, since Staff has just
9 looked at this agreement, about 15 or 20
10 minutes ago, City Staff would have to further
11 analyze the agreement and provide its
12 recommendations regarding any particulars on
13 the agreement that are potentially in violation
14 of any City Codes. We'd obviously have to look
15 at how this matches the Staff conditions of
16 approval. As you know, the applicant has
17 agreed on the record to all Staff conditions of
18 approval at the last meeting.

19 My recommendation and my preliminary
20 findings is that this agreement best serves the
21 interests of the community at large. It's very
22 few times that we have neighbors and an
23 applicant agree on items. Fortunately, this
24 happens to be, in the last two months, we've
25 had two of these agreements come before the

1 Board.

2 Based upon the numerous meetings, I
3 compliment both the applicant and the neighbors
4 on this collaborative process. It's something
5 that is actually outlined in the Comprehensive
6 Plan, and I really compliment both parties for
7 coming to the table.

8 What I -- My recommendation to the Board
9 is, they direct Staff to review the particulars
10 of the agreement, obviously secure City input
11 from other departments, with Public Works,
12 Public Service, Fire and Police, regarding the
13 parameters of the agreement, and that the Board
14 recommend approval of the project as modified
15 by City Staff, as appropriate, to the
16 Commission, which if the Board recommends
17 approval this evening, would go on October
18 12th, and I would recommend the Board allow the
19 applicant and the neighbors' representative
20 this evening to allow some very brief
21 statements. I discussed it with them this
22 evening. They do not really want to get into
23 the issues. They just would like to make some
24 brief -- I don't want to say closing
25 statements, it's just statements.

1 MR. COE: Mr. Riel, if I may, before we
2 hear from the applicant and the homeowners'
3 association, I don't --

4 VOICE IN AUDIENCE: We can't hear him.

5 MR. COE: Is this not working? I don't
6 have the package -- This is supposed to -- It
7 says On. I don't understand. That microphone
8 never works.

9 I don't have the benefit of the package we
10 had at the meeting that discussed this, and
11 there was a lot of public comment and I had
12 made extensive notes on the public comment. In
13 your detailed review -- I don't have my notes.
14 In the detailed review of this proposed
15 settlement between the homeowners' association
16 and the applicant, does it cover all of the
17 issues that were raised by the various speakers
18 in the public forum segment? I don't think
19 everybody was a member of the homeowners'
20 association, and that's my concern.

21 Are you able to determine that, in your
22 very careful reading in the last 15 minutes, of
23 this proposed settlement between the
24 homeowners' association and the applicant?

25 MR. RIEL: As you know, I mean, the

1 applicant obviously has deferred the
2 application. They've been working closely with
3 the neighbors. The end goal was an agreement.
4 That was the hopeful -- the end goal, and they
5 reached that, you know, obviously, 30 minutes
6 ago. I did take the opportunity that, you
7 know, since I did have time between the past
8 two months, to go back and read through the
9 minutes of the 21st and the 14th meeting, and
10 based upon, you know, the five or six issues
11 that are listed here, it is my opinion that
12 everything has been covered.

13 MS. HERNANDEZ: Right.

14 MR. COE: That's all I wanted to know.

15 MR. RIEL: But, you know, I defer to the
16 applicant, as well as the neighbors, to provide
17 any additional direction on that.

18 MR. BEHAR: Mr. Riel, I have a question for
19 you, regarding -- I know there was two issues
20 last time. The natatorium is addressed here.
21 How about the proposed gymnasium? I don't
22 see it. Just for clarification.

23 MR. RIEL: The gymnasium, they've asked for
24 a five-foot penetration in the setback, so --

25 MR. BEHAR: No.

1 MS. KEON: No, no, no, the natatorium.

2 MR. RIEL: I'm sorry, the gymnasium. I'm
3 sorry. The gymnasium, there's still the same
4 request for 60.

5 MR. BEHAR: Okay, and the -- the
6 neighborhood association is okay with that?

7 MR. RIEL: Yes.

8 MR. BEHAR: Okay.

9 MR. RIEL: So that concludes Staff's
10 presentation, if you'll allow the applicant to
11 make some brief comments.

12 CHAIRMAN KORGE: Okay. Oops -- it fell.

13 MS. KEON: You lost your --

14 CHAIRMAN KORGE: Now, why doesn't the
15 applicant come forward, the representative of
16 the neighbors and the applicant, to make a
17 brief presentation.

18 MS. RUSSO: Good evening, Mr. Chairman,
19 Members of the Board. For the record, Laura
20 Russo, with offices at 2655 LeJeune Road,
21 representing Gulliver, Gulliver Schools.

22 I want to take a moment to thank
23 Mr. Dickman and to thank Mr. Carlos Santeiro,
24 who is the president of the homeowners'
25 association. Since we last appeared before

1 you, we have worked incredibly hard, long
2 hours, into the night. As you saw, we just
3 settled a few minutes ago, but not because we
4 waited until the last minute. We've had
5 numerous meetings, conferences, telephone
6 conferences, and we have tried very hard to
7 address both the needs and the impact on the
8 neighborhood, as well as the operational issues
9 that are involved with running a school from
10 pre-K3 through the eighth grade.

11 I am proud to say that I think we did an
12 incredible job of coming to a settlement
13 agreement that addresses the majority of the
14 major concerns on both sides, and we would
15 respectfully request that you approve the
16 application as modified by the settlement
17 agreement and allow us to proceed.

18 MR. DICKMAN: Andrew Dickman, attorney for
19 the association, Gables-By-The-Sea Homeowners'
20 Association. We have met, the association has
21 met, on numerous occasions. The board of the
22 association voted to authorize the president,
23 Carlos Santeiro, who's here, as well, to sign
24 this agreement. The agreement, as stated by
25 your Planning Director, was outlined, so the

1 conditions that are in the agreement are more
2 specific, but I think he did a great job of
3 outlining those. Those are also in addition to
4 the conditions that Staff put in their Staff
5 recommendation. Of course, we'll look at what
6 the Planning Director and the City review, and
7 if they determine something to be contrary to
8 law in the City's Codes, then I guess we'll
9 review that. But right now, we have met.
10 We've worked very hard. I appreciate the
11 school's work on this. It went right up to the
12 last minute, but yes, to answer your question,
13 the association has agreed to this, to this
14 settlement agreement.

15 MR. AIZENSTAT: If I may, the residents
16 that live in that area, what percentage of the
17 residents would you say belong to the
18 association?

19 MR. DICKMAN: To be honest with you, I'll
20 have to ask the president of the --

21 MR. AIZENSTAT: I am curious.

22 MR. SANTEIRO: I don't know the exact
23 percentage, to be honest with you.

24 MS. RUSSO: Do you have a number?

25 MR. SANTEIRO: I really don't know. It's a

1 voluntary association and everybody --

2 MR. DICKMAN: How many members?

3 MR. SANTEIRO: It varies. I really don't
4 know. If everybody automatically -- if they
5 send their dues in, they're members.

6 MR. RIEL: You're going to have to come up
7 to the mike.

8 MR. COE: Let's put it this way. Is it the
9 majority? To your knowledge, is it the
10 majority of the homeowners around Gulliver?

11 MR. SANTEIRO: You know, it -- I don't know
12 if it's the majority, exactly. It varies from
13 year to year, because it's a voluntary
14 association, and it depends on who sent in the
15 dues that year. It's usually the majority of
16 the homeowners' association. I can't tell you
17 where it's at this year, so far. I really
18 don't know. I really don't know. We'd have to
19 ask our secretary on that one.

20 CHAIRMAN KORGE: Did you get a significant
21 dissent to this settlement?

22 MR. SANTEIRO: Yes, this is the -- What
23 we've had here is a meeting of the minds of all
24 of the most affected property owners and the
25 ones that were most vocal and had a lot to say

1 on the issue and the ones that are most
2 involved. Everybody who was involved and who
3 participated in this, you know, has agreed to
4 the settlement agreement.

5 CHAIRMAN KORGE: Thank you.

6 MR. AIZENSTAT: And the other question I
7 have, looking at this settlement agreement, I
8 notice Exhibit B, Exhibit C, as well as other
9 exhibits, are blank. What site plan are you
10 going to attach to this? It would be -- My
11 interest is, what site plan are you going to
12 attach to this and what alternate --
13 alternative access driveway plan are you going
14 to attach to this?

15 MR. DICKMAN: Yeah, unfortunately, you
16 didn't get a copy of those exhibits.

17 MR. AIZENSTAT: Do we have a copy?

18 MR. BEHAR: No.

19 MR. AIZENSTAT: Was it something that's in
20 our packet?

21 MR. COE: No.

22 MR. DICKMAN: No, it's --

23 MS. RUSSO: No.

24 MR. DICKMAN: No, it's not.

25 MR. AIZENSTAT: So how do we --

1 MR. RIEL: Essentially, what's going to
2 happen is, they have a site plan that's filed.
3 As a part of this agreement, we're going to go
4 back and meet with the City departments, and a
5 modified site plan will be prepared, and then
6 it's my recommendation that the Board pass it
7 this evening and then it goes to the
8 Commission.

9 MR. AIZENSTAT: But aren't we passing it
10 based upon a site plan which has been given to
11 us?

12 MR. RIEL: Basically, but what I'm saying
13 and suggesting is, as modified pursuant to the
14 agreement. Obviously, if there's some issues
15 that are identified on these site plan
16 modifications, those will be identified at the
17 Commission level.

18 MS. HERNANDEZ: And they may very well
19 remand to this Board --

20 MR. RIEL: Right.

21 MS. HERNANDEZ: -- but what we're trying to
22 do is keep moving it forward so that they meet
23 their schedule.

24 MR. AIZENSTAT: I understand.

25 MR. COE: So what we're doing, if I'm

1 correct, from a legal point of view, is, if we
2 approve this --

3 MS. HERNANDEZ: It's incorporating the
4 settlement agreement.

5 MR. COE: -- as modified, we're
6 incorporating the settlement agreement, subject
7 to all the terms and conditions of the
8 settlement agreement, like signing, for
9 example.

10 MS. RUSSO: Yes.

11 MS. HERNANDEZ: Minor.

12 MR. COE: If that's not done, any approvals
13 we're making would be withdrawn.

14 MR. DICKMAN: Correct.

15 MR. COE: So --

16 MS. HERNANDEZ: Right.

17 MR. DICKMAN: And if you also --

18 MS. HERNANDEZ: Is that your motion?

19 MR. COE: And that is my motion, yes, thank
20 you.

21 MS. HERNANDEZ: Thank you, sir.

22 MR. COE: That is my motion.

23 CHAIRMAN KORGE: That is your motion?

24 MR. COE: Yes.

25 CHAIRMAN KORGE: Is there a second for the

1 motion?

2 MS. KEON: I'll second it.

3 MR. RIEL: And just for the record, that
4 does include Staff's recommendation pursuant to
5 the report on September 15th, as modified.

6 CHAIRMAN KORGE: Right.

7 MS. KEON: I second it.

8 CHAIRMAN KORGE: It's seconded by Pat. Is
9 there any discussion on this motion?

10 MS. KEON: I have one question.

11 CHAIRMAN KORGE: Sure.

12 MS. KEON: When we asked, the last time,
13 and it was deferred, I remember asking if Staff
14 had reviewed the building site plan or
15 whatever, and I think you said no, you didn't,
16 because you were recommending against it based
17 on the setbacks, so you really didn't
18 review the site plan or the building or
19 whatever at the time, because you were -- you
20 had recommended against it.

21 MR. RIEL: Well, as a part of the
22 settlement agreement, the natatorium, they're
23 asking for that five-foot deviation.

24 MS. KEON: Right, but what I'm saying then
25 is, so I'm assuming that with the settlement

1 agreement, that then Staff will go back and you
2 will review whatever, the site plan or the
3 building or whatever.

4 MR. RIEL: Absolutely. Absolutely.
5 That's -- That means --

6 MS. KEON: So, by the time it goes to the
7 Commission, there will be a Staff
8 recommendation on the natatorium itself, I
9 mean, the building and all of the issues.

10 MR. RIEL: Well, there was a Staff
11 recommendation, I mean, that was prepared --

12 MS. KEON: Well, there's a Staff
13 recommendation to deny based on the setback,
14 and then we asked, "Okay, if -- aside from the
15 setback, did you have an issue with the
16 building itself," and the answer that we got
17 was, "We didn't review it, because we denied it
18 based on the setback, so we didn't review it."

19 So I'm asking you now, as long as you're
20 going to -- now it's incorporated, the change
21 in the settlement agreement, so you will then
22 also review the building itself?

23 MR. RIEL: Here's what's going to happen,
24 is, we evaluated the application based upon
25 what was presented to us.

1 MS. KEON: Right.

2 MR. RIEL: So there's been an agreement
3 now, and there's been a request, as a part of
4 the agreement, to do the five-foot penetration
5 into the setback.

6 MS. KEON: Right.

7 MR. RIEL: So we'll go back and re-evaluate
8 that, look at it, and come back with an
9 alternative recommendation. Now, in terms of
10 the building architecture and whatnot, that
11 goes to the Board of Architects for review --

12 MS. KEON: Okay.

13 MR. RIEL: -- and is subject to future
14 review. Each building, as it comes on line,
15 needs to go before --

16 MS. KEON: Is subject to review, okay.

17 MR. RIEL: -- the Board of Architects. So
18 that's why I made the statement of not, you
19 know, having reviewed the building --

20 MS. KEON: Okay.

21 MR. RIEL: -- from that standpoint.

22 MS. KEON: Okay.

23 CHAIRMAN KORGE: So you were really talking
24 about the setbacks?

25 MR. RIEL: Setbacks.

1 MS. KEON: Okay. Okay, fine, then. Thank
2 you.

3 MR. AIZENSTAT: So the review of the
4 setback goes to the Board of Architects?

5 MR. RIEL: No, no, no.

6 MS. KEON: The building.

7 MR. RIEL: The building, the building.

8 MR. COE: The building.

9 MR. BEHAR: The aesthetics of the building
10 goes to the Board.

11 MR. AIZENSTAT: Right, the aesthetics does.

12 CHAIRMAN KORGE: Okay. Any other questions
13 or discussions on the motion?

14 MR. COE: Call the question, Mr. Chairman.

15 CHAIRMAN KORGE: Hearing none, we'll call
16 the question, please.

17 MR. FLANAGAN: Are there any people in the
18 audience that maybe aren't part of the HOA?

19 MR. COE: No, no, we've already closed the
20 public comment.

21 MR. FLANAGAN: Oh, that's --

22 MR. COE: That was done last time.

23 MR. FLANAGAN: We closed that last time?

24 MR. RIEL: Yes, you closed it --

25 MS. HERNANDEZ: Yeah, today was --

1 MS. RUSSO: Yes.

2 MR. FLANAGAN: I'm not trying to --

3 CHAIRMAN KORGE: Yeah, I thought about
4 that. We closed it.

5 MR. RIEL: We closed it, and also, there's
6 nobody that signed up to speak.

7 CHAIRMAN KORGE: Okay. Well, that answers
8 that question within the --

9 MR. FLANAGAN: What was the motion?

10 CHAIRMAN KORGE: Jack, the motion was to
11 approve --

12 MR. COE: Do you want the court reporter to
13 read it back? We'll put her to work.

14 CHAIRMAN KORGE: You didn't get it?

15 MS. HERNANDEZ: It was to approve it,
16 basically, as amended by the settlement.

17 MR. COE: It's to approve the Staff
18 recommendation, as amended by the proposed
19 agreement between the homeowners' association
20 and the applicant, and subject to all of the
21 terms and conditions contained in the
22 settlement agreement.

23 CHAIRMAN KORGE: Including the insertion
24 of a mutually acceptable site plan, right.

25 MR. COE: All the terms and conditions

1 contained in the settlement agreement.

2 MR. RIEL: And I just want to make it also
3 clear that prior to the City Commission, that
4 there will be additional comments and, you
5 know, changes to the recommendation, pursuant
6 to the review, so --

7 MR. COE: And in our -- If we approve this,
8 the approval is conditioned upon the completion
9 of the settlement agreement, including signing,
10 and with the appropriate attachments that
11 conform to the City's requirements.

12 MR. DICKMAN: And it has been signed.

13 MS. RUSSO: It has been signed.

14 MR. COE: What I have isn't signed, so I
15 have no idea.

16 MS. RUSSO: Well, it got signed just
17 moments before we walked in.

18 MR. BEHAR: And let me add a
19 clarification --

20 MS. HERNANDEZ: Feel free to file with it
21 us.

22 MR. BEHAR: And for clarification, the
23 approval of the reduction of the setback on the
24 gymnasium is only for that one building.
25 That's not to set a precedent for a future

1 building to be under a lesser required
2 setbacks.
3 MR. AIZENSTAT: Is that correct?
4 MS. RUSSO: It is the site plan, as we
5 submitted, so it's the gymnasium, the baseball
6 facility, no other building that's not on there
7 now.
8 MR. BEHAR: But --
9 MS. RUSSO: Right, exactly.
10 MR. BEHAR: -- when I'm --
11 MS. RUSSO: Correct.
12 MR. BEHAR: I'm going to vote for it, but
13 with a hesitation that that starts a precedent
14 for future buildings to reduce the setback.
15 MS. RUSSO: It is not intended to create a
16 precedent for future buildings on the north
17 side.
18 MR. DICKMAN: And if I could make one
19 clarification, that between now and City
20 Commission, it's our understanding that Staff
21 would not include any new conditions that are
22 adverse to the neighborhood, that we're
23 including the conditions that you've already --
24 like the cap on the student enrollment and
25 things like that --

1 MS. HERNANDEZ: Correct.
2 MR. DICKMAN: -- but there wouldn't be any
3 new conditions after reviewing this that would
4 be adverse to the neighborhood.
5 MR. RIEL: I mean, what will happen is,
6 we'll review it pursuant to the Code
7 requirements --
8 MS. HERNANDEZ: Right.
9 MR. RIEL: -- and there might be additional
10 conditions imposed, obviously, or identified
11 alternatives to either vary from those, so I
12 just want to make sure it's --
13 MR. DICKMAN: And the parties will
14 obviously --
15 MS. HERNANDEZ: Right, you'll have an
16 opportunity --
17 MS. RUSSO: Then the parties can take
18 the -- whatever --
19 MR. RIEL: We'll be looking -- like we've
20 continued to work to this point, we'll continue
21 to work to the Commission meeting.
22 MR. DICKMAN: Very well.
23 CHAIRMAN KORGE: Okay, let's call the roll
24 on that motion, please.
25 MR. AIZENSTAT: I just --

1 CHAIRMAN KORGE: Go ahead.
2 MR. AIZENSTAT: I'm sorry. I'm looking at
3 the site plan on our packets. On the site plan
4 of our packet, it has a -- it shows a 20-foot
5 encroachment.
6 MS. RUSSO: Right.
7 MR. AIZENSTAT: So the new site plan --
8 because I don't have the benefit of seeing a
9 site plan in here --
10 MS. RUSSO: Correct. Shows it at --
11 MR. AIZENSTAT: Only at five feet.
12 MS. RUSSO: At five feet, that is correct.
13 MR. AIZENSTAT: So you're taking away those
14 15 feet?
15 MR. RUSSO: Correct.
16 MR. AIZENSTAT: That's towards --
17 MS. RUSSO: So we're moving it from 60 feet
18 setback -- the request is for a 75-foot, which
19 is asking for a reduction of the setback
20 requirement of five feet only.
21 MR. AIZENSTAT: Five feet. All right,
22 because I just want to be clear, because --
23 MS. RUSSO: Correct. No, no, no, it's --
24 MR. AIZENSTAT: -- I'm going by what I have
25 in my packet.

1 MS. RUSSO: Actually, and -- correct.
2 MR. AIZENSTAT: And I don't -- In your
3 agreement, I don't see a site plan.
4 MR. DICKMAN: Do you want to show it to
5 them?
6 MR. AIZENSTAT: That's fine.
7 MR. DICKMAN: But it's basically, they're
8 moving it 15 feet further away from our
9 neighborhood.
10 MS. HERNANDEZ: Right.
11 MR. AIZENSTAT: I understand, and I just
12 want to make sure of that, because it's not
13 what I'm --
14 MR. DICKMAN: I understand, and I wish that
15 you could have, but we were actually in the
16 hallway --
17 MS. RUSSO: We were in the hallway, doing
18 it, but we have the --
19 MR. BEHAR: Well, we're glad you finally
20 came to an agreement.
21 MS. HERNANDEZ: Yes.
22 MS. KEON: Call the roll.
23 CHAIRMAN KORGE: Okay. Pat allows me to
24 call the roll.
25 Let's call the roll, please.

1 MR. BOLYARD: Pat Keon?
 2 MS. KEON: Yes.
 3 MR. BOLYARD: Eibi Aizenstat?
 4 MR. AIZENSTAT: Yes.
 5 MR. BOLYARD: Robert Behar?
 6 MR. BEHAR: Yes.
 7 MR. BOLYARD: Jack Coe?
 8 MR. COE: Yes.
 9 MR. BOLYARD: Jeffrey Flanagan?
 10 MR. FLANAGAN: Yes.
 11 MR. BOLYARD: Tom Korge?
 12 CHAIRMAN KORGE: Yes.
 13 MR. DICKMAN: Thank you very much.
 14 MS. RUSSO: Thank you all very much.
 15 CHAIRMAN KORGE: Thank you.
 16 Congratulations.
 17 MS. KEON: Thank you.
 18 MR. RIEL: Can somebody give me the
 19 original with the site plan back?
 20 MR. AIZENSTAT: Oh, I think it's --
 21 MR. COE: The agreement with the site plan.
 22 CHAIRMAN KORGE: The original? No, I don't
 23 have any --
 24 MS. KEON: I passed you -- I passed you the
 25 paper that had --

1 (Inaudible comments among Board Members)
 2 CHAIRMAN KORGE: Eric, are we taking UM
 3 next, or are we going to take the other one?
 4 MR. RIEL: UM.
 5 CHAIRMAN KORGE: UM?
 6 Okay, anybody who wants to continue
 7 chatting, I suggest you leave the room so we
 8 can proceed with the next agenda item.
 9 The next agenda item is Zoning Code Text
 10 Amendment, Article 4, Division 2, Section
 11 4-202, University of Miami Campus Area
 12 Development, and Article 8, Definitions,
 13 relating to the University of Miami --
 14 MR. COE: Ladies and gentlemen, please take
 15 your seats and be quiet, so the Chair can
 16 proceed.
 17 MR. RIEL: Mr. Chair, actually, Agenda Item
 18 6 and 7 is going to be done this evening under
 19 one presentation.
 20 CHAIRMAN KORGE: Right.
 21 MR. RIEL: Item 6 on the agenda is the
 22 actual Zoning Code text amendment which creates
 23 the new UCD district, also includes amendment
 24 to Article 8, the definitions, and Item 7 on
 25 the agenda is a change in zoning map, which is

1 basically the assignment of that UCD district
 2 to the University.
 3 CHAIRMAN KORGE: That's Application Number
 4 08-10-115-P.
 5 MR. RIEL: That's correct.
 6 CHAIRMAN KORGE: Okay.
 7 MR. RIEL: Just let me make some opening
 8 comments. This is a change in zoning that's
 9 being, again, submitted concurrently with the
 10 Zoning Code text change. As you recall, last
 11 month's meeting, the Board discussed the
 12 development agreement, and the prior month we
 13 discussed the Comprehensive Plan map and text
 14 amendment. Those have proceeded forward, in
 15 terms of the development agreement. Actually,
 16 the City Commission considered it yesterday,
 17 and they unanimously approved the development
 18 agreement on first reading, as well as the --
 19 you remember, there was a Zoning Code text
 20 change that changed the term of development
 21 agreements from 10 to 20 years. That was
 22 approved, as well.
 23 Also, I would note that the Department of
 24 Community Affairs, on September 3rd, also --
 25 they had no objections, recommendations or

1 comments with reference to the University of
 2 Miami's change in the Comprehensive Plan map
 3 and text. Therefore, the requests were deemed
 4 acceptable.
 5 This evening, Mr. Siemon has a PowerPoint
 6 presentation, which you have a copy in front of
 7 you. He'll go through the particulars of the
 8 new UCD district. This is an entirely
 9 reformatted provisions, from the previous UMCAD
 10 provisions. That's why you do not have a
 11 red-line, underlined version. It's an entirely
 12 new document.
 13 As a part of the review, we worked closely
 14 with the University, Mr. Siemon's office, and
 15 City Staff. What you have before you is
 16 basically a draft that represents all those
 17 parties moving forward and agreeing on the
 18 provisions. We did look at, obviously, the
 19 existing UMCAD provisions, and a lot of those
 20 provisions did proceed forward into the new UCD
 21 district. We did re-post the property. We did
 22 re-notice folks, because obviously, this is a
 23 change in zoning, as well.
 24 One thing I would note, this does not
 25 include the fraternities or religious

1 institutional properties on the University
2 Campus. Those are privately owned. Given the
3 fact that they're privately owned, we had to do
4 a separate notice, so we sent out a separate
5 certified notice. Those will be on the agenda,
6 on the October meeting. The intent is to
7 rezone those properties to UCD, as well, and
8 Charlie, when he goes through his presentation,
9 will go through those uses, in terms of how
10 they fit into the UCD.

11 So, with that, I'll turn it over to
12 Charlie. We did receive updated comments.
13 They're on the tan sheets in front of you. We
14 received comments up until, basically, three
15 o'clock today. So, with that, I'll turn it
16 over to Mr. Siemon.

17 MR. SIEMON: Mr. Chairman, Members of the
18 Board, I am Charles Siemon, special counsel to
19 the City, and I want to -- I'm here tonight to
20 present primarily the -- I will focus on the
21 Draft UCD, University Campus District.

22 I'm going to first start off with the basic
23 concepts that underlie this district, and then
24 after I've discussed those, because I think
25 that's fundamental to understanding what we're

1 trying to achieve here, then I'll take you
2 through -- serially, through the text of the
3 Code.

4 And so the first slide -- I'm going to get
5 some assistance here in putting them up --
6 is -- The first concept is that all parts of
7 the campus are not created equal. Some parts
8 of the campus are immediately adjacent to
9 Ponce, some are immediately adjacent to
10 single-family neighborhoods on the north, and
11 so what is proposed is that there are
12 regulatory sub-areas within the campus, and
13 that different procedural and substantive
14 standards would apply, according to what part
15 of the campus you're in.

16 One of the difficulties with the UMCAD is,
17 there was too much homogenization, and left up
18 to too much ad hoc decisions about what's
19 permitted, where, and under what circumstances.

20 So, for both the University and for
21 primarily the residential neighbors to the
22 north, the regulatory sub-areas give more
23 certainty to what is permitted and how does it
24 get approval.

25 And an objective is also to -- after you've

1 identified the areas to protect, you also
2 identify the areas where -- when there is a
3 change. Movement of a building 15 or 20 feet
4 or a hundred feet, or change in its character,
5 et cetera, it really doesn't affect a neighbor.
6 It's really internal to the core of the campus,
7 and on that, going through a public hearing
8 process, when there's really not a judgment
9 that's called for, it's really a technical
10 review by Professional Staff, review by the
11 Board of Architects, review by the Building
12 Department, that those changes, there be
13 greater flexibility within that area, still
14 subject to administrative approvals, but
15 greater flexibility in those kinds of
16 adjustments.

17 As you know now, for minor amendments,
18 there's certain mathematical -- and whether
19 it's one tenth of one percent over that, we're
20 into going through a public hearing process and
21 say, "Why did we spend all this time and energy
22 and force the University," so that's a
23 fundamental concept of how we manage this
24 relatively unique land use.

25 The next slide is the Buffer Area. Along

1 the northern campus is a Buffer Area, and
2 there's also one along the University Village,
3 over towards Red Road. There is a 75-foot
4 buffer, and that buffer is limited, very
5 rigorously, to what uses are permitted in it.
6 They're access driveways and other passive
7 things that are compatible with the residential
8 street, and that's a buffer in which there are
9 very few uses that are permitted.

10 The next sub-area, which we think is an
11 area where there's been a significant amount of
12 controversy, is called the Transition Area, and
13 it sits behind the Buffer Area, and it is 225
14 feet in depth. So what you basically have is,
15 from the south side of the road to the edge of
16 the Transition Area, a football field between
17 the residential street and the core of the
18 campus, and in that Transition Area, there are
19 specifications of what uses that are permitted,
20 there are specifications of special performance
21 standards that are required, and many uses that
22 have potential implications for the
23 neighborhood are subject to approvals, a
24 conditional use approval after a public hearing
25 and a review and recommendation by this Board,

1 and a public hearing and decision by the City
2 Commission.

3 The last -- the next area is the Core Area.
4 This is areas that don't abut residential
5 neighborhoods. They abut Ponce, they abut the
6 Buffer Area, the Transition Area, and the
7 University Village abuts Red Road. That's what
8 we call the Core Area, and then finally, there
9 is the University Multi-Use Area. You all will
10 require (sic), in the Comprehensive Plan
11 amendments that you all reviewed and approved
12 for transmittal to the -- recommended approval
13 of transmittal to the State, we took the
14 concept of the North-South Development Zone,
15 which was in an application for approval
16 previously submitted by the University, had
17 been a part of an approved UMCAD, brought it
18 into the Comprehensive Plan, made it a place
19 where certain land uses were limited to that
20 portion of the campus, and now we're
21 implementing that Comprehensive Plan
22 designation through sub-area regulations, as
23 for the Multi-Use Area.

24 The next element is that we start with the
25 existing 2006 approved UMCAD. That is, for the

1 purposes of the new district, the University
2 Campus Master Plan, and it will be -- continue
3 in full force and effect, as it is today, but
4 will be subject to different processes for
5 replacement and amendment going forward, both
6 administrative and conditional use approvals,
7 for things that are not previously approved.

8 Most uses within the Core Area are
9 contemplated to be administrative approvals, if
10 they don't involve a major use that has a
11 significant potential impact or a major
12 intensification of use, if it's simply
13 reshuffling the game parts about within the
14 campus, design matters. They'll be reviewed to
15 make sure that the traffic works, reviewed to
16 make sure that the -- by the Board of
17 Architects, and of course, your Professional
18 Staff reviewing that it achieves the
19 performance standards. Most major uses in the
20 Buffer Area are prohibited, and those that are
21 permitted in the Transition Areas, parking
22 garages, as an example, are subject to a
23 conditional use approval if they have not
24 previously been approved as a part of the
25 Campus Master Plan.

1 It's important, I think, to make sure
2 everybody understands that we start not with a
3 blank sheet of paper, but with the 2006 UMCAD,
4 as the University Campus Master Plan. That
5 is -- that's the overview, the broad scheme of
6 how to manage this unique land use within this
7 community, given the varying faces and
8 addresses. On the south side, you have what is
9 really a multi-modal transportation hub, and on
10 the north side, you have a single-family
11 residential neighborhood, and in between is
12 this -- the largest land use in our community.

13 So, with that, I'll go to the text of the
14 Code. I want to -- I hope I can find my copy
15 of the Code. Oh, I know where it is.

16 And start on Page 1 of 12, subparagraph A,
17 and this is to replace the existing Section
18 4-202. It is the purpose clause. It sets out
19 the purpose of this clause, and it's to
20 accommodate a major university in this
21 community, to internalize impacts, to capture
22 trips, make them internal to the community.

23 The second is the reference to the campus
24 sub-areas. I've described them to you. You
25 will notice in the documents you have that

1 there are really two components. The first
2 is the --

3 MS. KEON: Can you hold on one second? I
4 don't know where you are, with regard to the
5 documents I have in front of me, so I'm not
6 following you.

7 MR. SIEMON: Okay.

8 MS. KEON: Could you --

9 MR. RIEL: Attachment D.

10 MR. SIEMON: Attachment D --

11 MS. KEON: Okay, what's that, where --

12 MR. SIEMON: -- starts -- at the top, it
13 reads Article 4 Zoning Districts, Section
14 4-202, University Campus, UCD District.

15 MS. KEON: Okay. Thank you.

16 MR. SIEMON: Now, I do also want to point
17 out to you that, as you know, when we redid the
18 Code, we consolidated all the definitions in
19 Article 8, so that if -- we didn't have
20 definitions. So there are actually two
21 separate -- All the new definitions, or the old
22 definitions from UMCAD that have been carried
23 forward, are in this amendment to Article 8,
24 and so it is a separate document in your hands,
25 and I will refer to that. And so what

1 constitutes the Campus Buffer Area, the Campus
2 Transition Area, what's set out in B, are
3 actually defined with specificity in Article 8.
4 So we don't have -- as we didn't with the major
5 Code up-write, we don't put definitions into
6 the substance of the Code itself.

7 The next is a Campus Master Plan, the
8 components of one, what it should have. Those
9 components all currently exist. There has been
10 conversation that some day in the future, the
11 University may wish to implement a new Master
12 Plan. They have done some major planning
13 activities. But for the time being, we are
14 starting with the existing UMCAD, but the
15 elements are set out in C1 through 6, and they
16 are a site plan; a development chart, what are
17 the uses and are permitted; a design manual.
18 There is an existing design manual in the
19 existing approved UMCAD. We expect that that
20 will be updated over time. They've been
21 working on that as we've been going forward in
22 other matters. A mobility plan, which I've
23 previously referred to you in the context of
24 the Comp Plan amendment, which is a new
25 approach to managing transportation impacts and

1 concurrency management; the requirement that if
2 a Campus Master Plan requires a conditional use
3 approval, that it be accompanied by a traffic
4 impact study or a demonstration of why one is
5 not required; and then such other materials as
6 the Development Review Official may require.
7 That is a provision from your existing Code
8 that applies in other districts. It's now been
9 added here, too.

10 Something that's very important is the
11 transition between the existing approvals and
12 where -- and this new district, and so
13 subparagraph D, which is the next slide, I
14 believe, addresses the Legal Status of the
15 Campus Master Plan, and the punch line is that
16 upon the adoption of the section, building
17 permits shall be issued pursuant to the Zoning
18 Code, under the existing 2006 plan. So there
19 is a seamless transition. There's no
20 requirement for implementation unless otherwise
21 provided somewhere in the development
22 agreement, and there are some things -- the
23 increase in the number of seats in BankUnited
24 Center, for example, is contingent upon the
25 completion of a parking and -- a traffic and

1 parking plan that has not yet been approved,
2 but otherwise, the legal status of the campus
3 plan as it continues to be in force and effect.

4 The next section deals with modifications,
5 and this is, I think, a major area that I want
6 to make sure that you all understand. The
7 first section is modifications approved as
8 conditional uses, and these are changes that
9 would require a public hearing, go to this
10 Board and go to the City Commission for
11 approval. The second subparagraph of E are
12 modifications which may be approved by
13 administrative action, and there is a list
14 within each of the areas, Campus Buffer Area,
15 Campus Transition Area, as to -- and the Campus
16 Core Area, as to the kinds of modifications
17 that are subject to administrative approval,
18 and the effect of these two provisions are, if
19 it's not eligible to be approved as an
20 administrative, it is required to be approved
21 as a conditional use, with a public hearing
22 before this Board and the City Commission.
23 The -- There -- In each of the areas, you'll
24 see there's a specification of those things
25 which are eligible for an administrative

1 approval. And so, for example, in the Campus
2 Buffer Area, the addition or modification of an
3 ingress or egress would be an administrative
4 approval, but some use change other than -- and
5 something other than a change in ingress or
6 egress or a new surface parking area, any other
7 amendment would require a conditional use
8 approval.

9 MR. FLANAGAN: Charlie, could you say that
10 again?

11 MR. SIEMON: I'm just using as an example
12 the Campus Buffer Area. There are two things
13 that are eligible for administrative approval.
14 One is an ingress and egress, driveways,
15 through the Buffer Area; that's how you access.
16 Second is new parking, surface parking areas.
17 Surface parking are permitted in that area.
18 This would be a reconfiguration of location;
19 there's certain performance standards about
20 them, but that would be an administrative
21 approval.

22 Any other change in the Buffer Area, any
23 other change, would be subject then to
24 Paragraph 1, a conditional use approval.

25 MR. FLANAGAN: Maybe I'm reading it wrong.

Subsection 2 says, "Modifications set out in subsection 4-202(E)(2) shall be reviewed, and may be approved by the Development Review Official upon written request," and if it's in the Buffer Area, it can be -- so an administrative approval could be for any modification, relocation, reconfiguration, et cetera, so long as it does not involve addition or modification of ingress or egress --

MR. SIEMON: I'm sorry.

MR. FLANAGAN: -- to the campus, or the addition of new surface parking --

MR. SIEMON: That's correct. I misspoke.

MR. FLANAGAN: You had it backwards.

MR. SIEMON: Yeah, I did. I'm sorry.

MR. COE: So it's the opposite of what you said?

MR. SIEMON: It's the opposite of what I said, right.

MR. COE: That's what I thought.

MR. SIEMON: So I was trying to explain it carefully, and I inverted it again. I double inverted, I apologize.

The things that are listed are not -- cannot be approved as an administrative

approval, in Paragraphs 2a, b and c.

The modifications by administrative request, there are specifications for a period of time for applications submitted and a period of time for actions. There has been some time in the past where there have been delays that were of some consternation between the University and the City. We've established, as we have in the regular Zoning Code, the balance of the Zoning Code, certain things that have to be done within certain specified times, assuming that there is a complete application that is submitted in a timely fashion.

There are required findings for modifications to the Campus Master Plan, and those findings apply in -- Whoever is making the determination, those standards apply, whether it's an administrative or a conditional use approval. It's just a different process, but the judgment as to whether it's acceptable or not is based on the same criteria, to the body.

There is a building permit process. The UMCAD amendments are not related to obtaining a building permit, and the process -- if there's

the existing UMCAD, the Campus Master Plan would exist. If they want to modify it, they apply for an administrative determination. After that administrative determination is made to amend it, they will then subsequently apply for a building permit, and at that building permit is when the Board of Architects will do their review, Staff will do their review, before the issuance of the actual permit. So --

CHAIRMAN KORGE: How long after --

MR. SIEMON: -- the modification process does not necessarily travel with an application for a building permit, and traditionally has not. Traditionally, there is a modification to the Campus Master Plan, and then an application for a building permit, with all the required material, is prepared and submitted and goes to the Board of Adjustment -- the Board of Architects.

CHAIRMAN KORGE: Is there any time line between the modification and the --

MR. SIEMON: There is not.

CHAIRMAN KORGE: -- issuance of the permit?

MR. SIEMON: There is not, and the --

CHAIRMAN KORGE: So they can plan accordingly?

MR. SIEMON: They can plan accordingly. So, if they have made a decision that they'd like to consider a change, they can come in, apply for that modification. If it's -- if it is changed, that's a change in the plan, but it does not -- is not linked in time, in any way, to when they would apply for a building permit.

CHAIRMAN KORGE: Then they go out and fund-raise, after they've gotten the approval.

MR. SIEMON: Or whatever --

CHAIRMAN KORGE: Right.

MR. SIEMON: -- other judgment they make, in terms of trying to develop a program or whatever. That's correct.

The uses are treated in a matrix. I've tried to illustrate it, it's not very readable there, but this is where individual uses are identified in each of the campus sub-areas as to whether they are prohibited, permitted or permitted as a conditional use. And so if you look on the first page of 3/12, you'll see Active Recreational and Athletic Facilities. That would require a conditional use approval.

1 Transition, they are permitted as of right. In
2 the core, they're permitted as of right. They
3 are not permitted in the University Village,
4 and could, if the University wished, be
5 included in the University Multi-Use Zone.

6 For each of the categories of use that you
7 see on Pages 3, 4, 5 and 6, there's a
8 specification across each of those sub-areas as
9 to its status.

10 I want to draw your attention to a couple
11 of uses and a concept which is something that's
12 made more clear in this draft district. If you
13 will look at Page 4 of 12, and read down
14 alphabetically to Commercial activities --

15 MS. KEON: 4 of 11.

16 MR. COE: Where are you, Charlie?

17 MR. SIEMON: Oops, I have 4 of 12.

18 MR. COE: 4 of 12?

19 MS. KEON: We have 4 of 11.

20 MR. SIEMON: If you look at Commercial
21 activities which are University Campus Serving
22 Uses --

23 MR. COE: I don't have 4 of 12. It's 4 of
24 11.

25 MR. SIEMON: Oh, okay. I'm sorry.

1 Campus Serving Use, a definition that you've
2 not previously had. The importance of that is
3 that in the Multi -- University Multi-Use Area,
4 there is the possibility that uses that are not
5 exclusively for the University could be
6 included. Many modern universities have things
7 like lodging, multi -- shared bookstores, for
8 example, that are both available to the
9 students, at locations within the campus. And
10 that is some of the uses which are potentially
11 permitted within the -- the University
12 Multi-Use Area, and so that definition is
13 really very important, because a bookstore
14 which is a University Serving use is permitted
15 in the core, but a bookstore that was a -- was
16 serving both the University and the public
17 could only be found in the Multi-Use --
18 University Multi-Use Area, and would require
19 conditional approval, whereas that bookstore on
20 campus, to serve students only, is a permitted
21 use within the core. And so that is an example
22 of how, by focusing on not just the use, but
23 focusing on the regulatory sub-area and the
24 nature of the process of approval, that we've
25 provided safeguards to ensure that the

1 MR. FLANAGAN: It's Page 4.

2 MR. COE: Okay, that's what I thought you
3 meant, but --

4 MR. SIEMON: Well, I've got a Page 12. I
5 don't know why Eric doesn't.

6 MR. COE: Do you have a different version
7 than what we have?

8 MR. SIEMON: No, it was just -- It's the
9 same document, printed on two different
10 machines.

11 MS. HERNANDEZ: His has pink polka dots.

12 MR. COE: Is there some more sub-areas that
13 maybe you have, that we don't?

14 MR. SIEMON: I'm now using the --

15 MR. COE: Charlie, does yours say Draft,
16 like ours did, right?

17 MR. SIEMON: It does.

18 MR. COE: Okay.

19 MR. SIEMON: On Page 4 of 11,
20 alphabetically, Commercial activities which are
21 University Campus Serving Uses, there's been in
22 the past some controversy as to whether a use
23 is really permitted or not, and there is a new
24 definition, which is in the Article 8
25 component, which defines what is a University

1 performance standards for various uses are met.

2 MR. BEHAR: Charlie, quick, the buffer is
3 how deep?

4 MR. SIEMON: 75 feet.

5 MR. BEHAR: Okay.

6 MR. SIEMON: And the Transition Area is 225
7 feet. So the total of that area is 300 feet.

8 MR. BEHAR: But essentially, you're
9 permitted within -- after 75 feet, you're
10 permitted to do classrooms, administrative
11 facilities, in the transitional areas, so
12 you're always going to have the 75-foot minimum
13 setback between any of those buildings and a
14 residential?

15 MR. SIEMON: That's correct.

16 MR. COE: Charlie, very quickly, what's a
17 passive recreation?

18 MR. SIEMON: It could be a jogging trail,
19 as an example.

20 MS. HERNANDEZ: Is that passive?

21 MR. COE: Why is that passive, as opposed
22 to active?

23 MR. SIEMON: There are no -- There's no --

24 MR. RIEL: Structures.

25 MR. SIEMON: -- structures, like lights or

1 dugouts or a basketball court --

2 MR. COE: So a jogging trail would not be a
3 lighted jogging trail?

4 MR. SIEMON: No. There are some -- There's
5 some provisions in the design manual for what
6 kinds of street, sidewalk and other lighting
7 that are permitted, but we're talking
8 about passive --

9 MR. COE: So that's a permitted use. The
10 active would be a conditional use in that area?

11 MR. SIEMON: That's correct.

12 The next category of activity regulations
13 or performance standards, and in terms of
14 heights and setbacks, while we have treated it
15 in terms of regulatory language and detail,
16 there is a lot -- it wasn't previously in
17 UMCAD, it was only in a graphic that showed
18 where purple setbacks were, et cetera. We have
19 put this into textual form in the Code, but
20 there is no change in this Code between the
21 height, permitted heights, and the setbacks
22 which are existing under the most recently
23 approved UMCAD of 2006, which was approved in
24 2007. There is no change with regards to
25 those --

1 MR. COE: So all of those heights, all the
2 setbacks, exist in the 2006 UMCAD, approved in
3 '07?

4 MR. SIEMON: Yes.

5 MR. COE: And this does not change it in
6 any way?

7 MR. SIEMON: It does not change it.

8 MR. RIEL: It actually dates back to
9 2002 --

10 MR. COE: Right.

11 MR. RIEL: -- when the original setbacks
12 were approved.

13 MR. SIEMON: There is a specification in --
14 as there is in the development agreement, on
15 Page 8 of 11, in Paragraph 2. As you recall,
16 the Comprehensive Plan amendment increased the
17 FAR to .7, but the development agreement and
18 this Code limits the total square footage to
19 6.8 million square feet of use. And to go
20 above that and use the additional FAR that is
21 permitted under the Comprehensive Plan would
22 require an amendment to the zoning district and
23 an amendment to the development agreement.

24 MR. COE: Charlie, can you define for us
25 what is exactly meant by gross floor area and

1 how you derive 6.8 million square feet?

2 CHAIRMAN KORGE: Two in Article --

3 MR. SIEMON: In Article 8, Paragraph --

4 CHAIRMAN KORGE: On Line 21.

5 MR. SIEMON: Yep. The gross floor area is
6 defined. And it does not include parking
7 garages. It is actual usable square footage
8 that generates traffic and people and other
9 externalities that potentially have adverse
10 impacts on the community or on other uses
11 within the campus.

12 MR. AIZENSTAT: If that parking garage has
13 some kind of a facility within that garage,
14 then that facility is included?

15 MR. SIEMON: That would be square footage.
16 It is only the structure that is only used for
17 parking purposes that would be subject to the
18 gross floor area.

19 MR. COE: And what's a parking garage, must
20 remain as a parking garage.

21 CHAIRMAN KORGE: No, it says off-street
22 parking areas within the building, so that
23 would be only the parking portion within that
24 building, the way I read it.

25 MR. COE: If they constructed a parking

1 garage, as a parking garage and that's the only
2 thing it was used for, that is not included?

3 MR. SIEMON: That's correct.

4 MR. COE: Okay.

5 MR. SIEMON: But if they were to convert
6 that somehow --

7 MR. COE: If they were to revert it into a
8 mixed use or something else --

9 MR. SIEMON: -- to some usable building --

10 MR. COE: -- that they would either have
11 to put -- okay.

12 MR. SIEMON: That's correct.

13 There's no lot coverage which is required
14 in the campus because of its unique -- it's not
15 divided into a series of lots, and there's
16 likewise no limitation on the number of
17 buildings per site or the frontage of where it
18 fronts, because of the unique quality and
19 character of the University.

20 A minimum landscape open space requirement,
21 this is in the existing UMCAD, 20 percent.
22 Importantly, in the next Paragraph 5, as I told
23 you, there is a provision in the Multi-Use Area
24 of the possibility of some uses that are new
25 and different to the campus. There's always

1 been an under -- a belief that the language
2 about ancillary and other typical University
3 uses, pointing to various universities that
4 have retail activities or hotels or whatever --
5 We've, in this, specified what is permitted and
6 where it's permitted, but in permitting retail,
7 the amount of the retail that could be
8 permitted is no more than 15 percent of the
9 maximum -- the floor area which is permitted in
10 the University Multi-Use Area. So it's not a
11 commercial district. A portion, 15 percent of
12 the total FAR square footage, could be approved
13 as retail, and as I said earlier, if it's not
14 University Serving, it requires conditional use
15 approval.

16 CHAIRMAN KORGE: Is that 15 percent of the
17 then-existing floor area or 15 percent of the
18 maximum allowable?

19 MR. SIEMON: What's been approved for that
20 area.

21 CHAIRMAN KORGE: Okay. All right.

22 MR. FLANAGAN: And what's the max square
23 footage allowed in that zone, again?

24 MR. SIEMON: Well, there's no real cap.
25 There's 6.8 for the campus. It's allocated in

1 the existing Master Plan, and it's my
2 understanding that existing Master Plan is a
3 million square feet for the area which makes
4 up -- the existing approved Master Plan is for
5 a million square feet within the University
6 Multi-Use Zone.

7 MR. AIZENSTAT: How are the roads treated?

8 MR. SIEMON: The land is gross land area,
9 that's what.

10 MR. AIZENSTAT: Are the roads which are
11 within owned by the University?

12 MR. SIEMON: Another part of the
13 development agreement is that the internal
14 roads are being conveyed to the University and
15 will be their land and will be their
16 responsibility. There's still an easement of
17 access for life safety and other municipal
18 purposes, but they are -- will be private
19 property.

20 MR. COE: And they will maintain all the
21 roads that have been dedicated to them?

22 MR. SIEMON: That's correct. In the
23 development agreement, there is one -- there is
24 one other reservation. There is a reservation.
25 As you may know, there's 60 parking meters on

1 the campus, and there is a provision, an
2 easement in the development agreement, that's
3 required that would allow the City to continue
4 to maintain and operate those. There is a
5 provision for a potential buyout at some day in
6 the future, based on a present value analysis,
7 but for the time being, they will remain the
8 property of the City and be operated by the
9 City.

10 MR. AIZENSTAT: Can the University close
11 those roads and use that land for construction?

12 MR. SIEMON: They could, but if they do,
13 they're required, in terms of the parking
14 meters, to provide alternative replacement
15 which will have comparable economic benefit to
16 the community.

17 MR. COE: Let's talk quickly about the
18 roads that get dedicated, when the University
19 picks them up and they're no longer public
20 roads. What happens to the street lighting
21 along those roads? Is it -- is it maintained
22 by the University or is it maintained by the
23 public authorities?

24 MS. HERNANDEZ: Excellent question.

25 MR. SIEMON: The details of that, I think,

1 are -- it's fair to say, are still -- there's
2 some conversation ongoing with the utilities
3 and with the City Manager in regard to several
4 different kinds of utilities which are
5 currently --

6 MR. COE: Well, shouldn't we know that
7 before we start approving?

8 MR. SIEMON: Well, I think that we will
9 know that before the development agreement is
10 finally approved by the City Commission.

11 MR. COE: To my recollection, all of these
12 streets, having driven often through the
13 University Campus area, there's lots and lots
14 of street lights. This is no small thing.

15 MR. SIEMON: That was a matter of
16 discussion last night, and the Staff --

17 CHAIRMAN KORGE: How would private roads
18 normally be handled, in respect to the
19 lighting? Who would pay for the lighting,
20 normally, on private roads?

21 MR. SIEMON: Typically, private roads --

22 MS. HERNANDEZ: The private roads,
23 Journey's End and a couple of other priority
24 roads, the property owners pay for the
25 lighting.

1 MR. COE: I don't know if the University
2 wants to pay for the lighting. It's an
3 expensive deal.

4 MS. HERNANDEZ: Uh-huh.

5 MR. COE: I mean, has anybody done -- made
6 a determination if the public authorities are
7 to maintain the street lights, what the cost of
8 that is going to be to the public?

9 MR. SIEMON: There are a number of issues
10 that are being resolved. One of them is
11 whether there's any kind of franchise agreement
12 with Florida Power and Light for some of the
13 lights that may have been installed. As you
14 may know there's a --

15 MR. COE: That was my next question, but
16 now you brought it up.

17 MR. SIEMON: -- street lighting, et cetera,
18 not yet finally involved. The University is
19 prepared to assume responsibility for those,
20 but we don't -- we're -- and so it's a subject
21 that's been raised. It has to do with water
22 lines, sewer lines, stormwater management, and
23 electrical utilities, and we are working
24 through that as we transition from --

25 MR. COE: I was just concentrating for

1 obligations would be shifted to us.

2 MR. COE: Well, let me ask you this, then.
3 So you have all the streets are conveyed. And
4 let's assume, then, the street lights are
5 conveyed, and a wire comes down on the -- from
6 the street light. Is there a continuing
7 agreement with FP & L to repair it, or is the
8 University going to go into the power business
9 and do it itself?

10 MR. BASS: I don't want to speculate about
11 a potential liability situation like that now
12 on the record, other than to say, as part of
13 the conveyance process, these types of
14 questions have to be ironed out between and
15 among --

16 MR. COE: I understand, but we're supposed
17 to be approving all this. I need to understand
18 further -- Hold on. Now, the University of
19 Miami's electrical plant system, including
20 street lights, are part of a grid that's
21 connected to the City of Coral Gables, or is it
22 going to be disconnected from the City of Coral
23 Gables?

24 MR. BEHAR: Connected.

25 MS. HERNANDEZ: It's connected.

1 the -- I hadn't gotten to the other stuff. I
2 was just concentrating on the power lines.

3 Has the power -- FP & L has signed off on
4 this, on the ones that they had authority over?

5 MS. HERNANDEZ: They don't -- They're not
6 required to sign off. I think it's between the
7 parties.

8 MR. COE: Well, I don't know. Not if
9 they're supposed to be maintaining them, of
10 some sort.

11 MR. BASS: For the record, Jeffrey Bass is
12 my name. 46 Southwest 1st Street is my
13 address. Nice to see everybody again.

14 Very, very quickly, the subject of the
15 utilities was raised within the context of
16 yesterday's conversation with the Commission on
17 the development agreement. The issue of the
18 actual conveyance will be subject to a separate
19 process here at the City, and we are preparing
20 all of the necessary utility studies for
21 purposes of those conveyances, which will
22 include handling both the improvements above
23 ground and below ground, but it is our
24 understanding that if and when the streets are
25 conveyed to us, the entirety of the maintenance

1 MR. BASS: Again, I don't know the answer
2 to that question. I imagine --

3 MR. COE: It's currently connected, I'm
4 sure of that.

5 MR. BASS: -- it will remain -- I imagine
6 it will remain connected. I don't know that we
7 have any intention to disconnect it. However,
8 the maintenance obligations and payment
9 obligations of those utilities post-conveyance
10 will be worked out in the conveyance process.
11 We're going to have to work it out with the
12 multiple utilities that are --

13 MR. COE: Well, I hadn't gotten to water
14 and sewer and all of that. I was just
15 concerned about power, because having gone
16 through Andrew, lived here through all of that,
17 and all these hurricanes, when power goes off,
18 one of the biggest problems is getting the grid
19 reestablished, and I don't want to see happen,
20 because it's going to be a disservice to the
21 residents of the City, if for some reason,
22 FP & L is going to say, "We're not going into
23 the University, because we don't have
24 appropriate agreements," and the University's
25 electrical problem, if their wires are down

1 there, will interfere with the City grid and it
2 cannot restore lighting to neighborhood areas
3 nearby the University. That's a concern I
4 have.

5 MR. SIEMON: Well, let me -- I'd like to
6 make it absolutely clear. It's in the
7 development agreement. The transfer of the
8 roads is subject to an organized process under
9 the City's Codes, and it will -- after the
10 development agreement is approved, will go
11 through that entire process.

12 MS. HERNANDEZ: Right.

13 MR. SIEMON: And that's where the
14 disposition of --

15 MR. COE: Okay.

16 MR. SIEMON: -- properties and easements
17 and utilities, et cetera, is resolved.

18 Now, we have undertaken to try to -- to
19 provide the Commission with more information
20 about what will happen, but there is a process,
21 and that process -- it's agreed to go through
22 that process, is what the development agreement
23 provides for.

24 MR. COE: That's the same thing that's
25 going to be done with cable?

1 MS. HERNANDEZ: Everything.

2 MR. COE: With water and sewer, everything?

3 MR. RIEL: The vacation actually will come
4 to this Board and go to the Commission, so it
5 will be something you'll be seeing --

6 MR. SIEMON: You all are in that chain of
7 approval.

8 MR. RIEL: -- in the next two months.

9 MR. BASS: I'm advised, however, that there
10 is no change in the grid contemplated.

11 MR. COE: There's no change in what?

12 MR. BASS: In the grid. The grid will
13 remain the same.

14 MR. COE: Okay, so that's better information.

15 MS. HERNANDEZ: Yeah.

16 MR. AIZENSTAT: So part -- so going back to
17 my question, apart from the roads which are
18 internal, within the University right now, for
19 example, if you look at San Amaro, San Amaro
20 Drive, the University owns on both sides, does
21 it not, or am I --

22 MR. BEHAR: Next to the Mark Light Stadium.

23 MR. SIEMON: Yes.

24 MR. AIZENSTAT: On the other side?

25 MR. SIEMON: Yes.

1 MR. COE: That's what it says.

2 MR. AIZENSTAT: Can the University, then,
3 at that point, close that road?

4 MR. SIEMON: That is not within the defined
5 internal roads. The internal roads --

6 MR. AIZENSTAT: No, I understand it's not
7 within the defined internal roads, but can they
8 come or can they close that? I just --

9 CHAIRMAN KORGE: No.

10 MR. SIEMON: No.

11 MR. AIZENSTAT: No?

12 MR. COE: That's going to remain a
13 perimeter road that has public access.

14 MR. SIEMON: There's a legal definition in
15 the -- attached to the development agreement of
16 what roads they are, and they are roads that
17 are entirely internal to the main campus.

18 MR. AIZENSTAT: Right, but the perimeter
19 roads, they cannot?

20 MR. SIEMON: They are not a part of this.

21 The next is further definition of the
22 mobility provisions, which we discussed with
23 you before, and there is both the requirement
24 for that mobility plan -- The schedule for its
25 submittal in this context is governed by the

1 development agreement. It is a requirement for
2 a Campus Master Plan. Because there's already
3 approved -- an approved one which doesn't have
4 one, the development agreement provides that a
5 mobility plan will be submitted to the City for
6 review and approval before June 1 of 2011. So
7 that will catch up. It's not currently here,
8 but is a part of the ordinance and will be
9 going forward.

10 CHAIRMAN KORGE: And subsequent changes,
11 after it's approved, can be made?

12 MR. SIEMON: That's correct, yes.

13 CHAIRMAN KORGE: How will that occur, just
14 be submitted, resubmitted, administratively?

15 MR. SIEMON: Yes. There is a provision
16 that was added after you all saw the
17 development agreement, that you -- someone on
18 this Board recommended that there be a
19 provision for amending that, because it's a
20 mobility plan, it's an ongoing management
21 device, to try to minimize external adverse
22 impacts on neighborhoods from traffic, and that
23 that should not have to go through the full
24 development agreement process. We added an
25 administrative amendment process, which is --

CHAIRMAN KORGE: Okay.

MR. SIEMON: -- in the document which was approved on first reading yesterday.

This off-street parking, location and quantity, these are the performance standards, basically, that have existed in your existing UMCAD. We've added a few provisions for them. Vehicular access and circulation. I previously mentioned to you design, the design manual. There is an existing design manual. It will be -- it is being codified as a part of the existing University Campus Master Plan, but it is anticipated to be modified over time, so there are specifications in the performance standards. There's internal relationships and arrangement of uses. These are standards that have been edited and approved, but they are the basic concepts that are in the existing UMCAD.

Signs and lighting and landscaping are also matters which are currently addressed. Until there's amendments, those will continue to be in force and effect, but we believe there will be amendments coming forward in the future. They've been working on those --

MR. COE: So, Charlie, the old UMCAD is in

effect unless this new thing that we're voting on tonight modifies it?

MS. HERNANDEZ: Right.

MR. SIEMON: That's correct, explicitly.

MR. COE: So it's a continuing process.

Okay, fine.

MR. SIEMON: It goes on. Now, there is -- in subparagraph F, is a new set of standards which have not previously been in effect, and you'll see there that there are four different paragraphs, and these paragraphs all relate to the location of parking garages and adjacent single-family neighborhoods, and there are requirements based on, in the first paragraph, if it can be seen by an adjacent single-family neighborhood, there's a standard set; if it's within 300 feet, there are some requirements. Those may seem to be duplicative, but they actually are additive.

There is also the issue of the possibility of structures, lights, et cetera, above the parking garage, and that third standard applies to that.

And then the fourth one is really on the west side of the campus -- I mean, east side of

the campus, where Pisano meets Campo Sano. The Buffer Area goes away by -- it declines towards Doctors Hospital, the corner of Doctors Hospital. So there are, in that area, parking garages that could be visible, and because it's some distance away from there, I mean, it's really not fronting on that, we have different performance standards and the design of the parking structure is, it must mask its character, so that it doesn't look like a parking garage. It might look like a building that has windows or other treatments, to mask it.

For those who really front on Campo Sano and the adjacent neighborhoods, there is a real requirement of a liner building or a wrap or other screening to ensure that it's not a part of the visual landscape from those residential neighborhoods.

Installation of utilities, on paragraph g, pedestrian amenities, and refuse and service areas, each of those areas are currently UMCAD requirements. There's been some clarification in drafting the language, but they are intended to make -- to address those subjects in

approving, again, amendments, implementation of projects for building permits, for modifications to the Campus Master Plan.

CHAIRMAN KORGE: Are there any existing above-ground utilities on campus now; do you know?

MR. SIEMON: I can't tell you that. I'm sure that Janet --

Above-ground utilities in the campus?

MS. GAVARRETE: Above-ground utilities are required to be put underground as part of this --

MR. SIEMON: But are there any existing?

MS. GAVARRETE: There are some.

MR. SIEMON: Yeah, I --

MS. GAVARRETE: And as construction goes on, we put them under, slowly.

MR. SIEMON: Then the next area are required reports. Because of the unique nature of this particular use, there is a reporting process. We've been through this annual UMCAD amendment process. We're going to not repeat that. We're going to deal with many of the amendments that are currently done through UMCAD as administrative approvals. Those that

1 require conditional use will be done like any
 2 other conditional use, but there will be the
 3 required annual reports. One is summarizing
 4 all the changes that may have been approved as
 5 administrative approvals, so that each year,
 6 there is an up-to-date document. One of the
 7 difficulties we've had with the existing UMCAD
 8 is, you have to look at five different
 9 generation of plans, look at -- as Eric said
 10 earlier, you've got to get to 202 to find out
 11 what the site setbacks and heights are. Each
 12 year, there will be a modification to that
 13 Master Plan set, so that it's always current,
 14 looking back just one year.

15 The second is parking capacity management.
 16 This is a unique land use, and it's always not
 17 just the square footage and the use; for
 18 example, the University prohibited freshmen, a
 19 couple of years, from parking on campus. It
 20 had a major impact on the adequacy of parking
 21 and how the campus functioned. So there is a
 22 requirement, and that requirement is a
 23 five-year look back. Every five years, they're
 24 required to give a parking capacity analysis,
 25 so that we're not constantly reacting, but we

1 are -- now, remember, that's in the context of
 2 when there's a major amendment, you go through
 3 the process; when there's a small modification,
 4 you look to see the adequacy of it.

5 So there are two levels of protection here,
 6 the ongoing activity of modifications and
 7 permits, and then the five-year review, how
 8 does it all add together and are we realizing
 9 what we set out to achieve, or do we need to
 10 make some changes.

11 The Annual Mobility Plan Implementation
 12 Report, how are you doing. We're going down a
 13 new path with the mobility plan as an
 14 alternative to traditional concurrency. We've
 15 required that they provide measurable
 16 standards, objectives, how they're going to
 17 achieve those, and then every year, they're
 18 required to give us a report on how you're
 19 doing and what you're doing. I've said to you
 20 previously, many of the strategies that are
 21 being recommended around the State to achieve
 22 new objectives in mobility are already in
 23 place. The restriction on freshman, the access
 24 to transit, the internal shuttle, all of those
 25 things are the kinds of things that minimize

1 external trips and adverse impacts.

2 And then finally, a traffic report. As you
 3 know, they do, every five years, a new traffic
 4 report. One thing that this Code does do,
 5 and Eric gets credit for this, is, they put all
 6 of those annual reports into the same five-year
 7 cycle, so that you can actually get parking and
 8 traffic and have them be contemporaneous,
 9 instead of coming in separately. So there's a
 10 date at which we're going to reset the
 11 five-year cycle of June 1, 2013, to get
 12 everything on a regular ongoing basis.

13 And then, again, a utility report, and even
 14 though I anticipate they're going to have
 15 primary responsibility for their on-site
 16 activities, utility activities, still report
 17 for us, because there are demands, are their
 18 demands actually comparable to what we
 19 originally expected or have they been changes
 20 up or down?

21 The balance is in the second document. You
 22 have it stapled together?

23 MR. RIEL: (Nods head).

24 MR. SIEMON: Yeah, on Page --

25 MR. COE: What are you calling the second

1 document?

2 MR. SIEMON: Article 8, Definitions. You
 3 have it attached --

4 MS. KEON: It's in the back part.

5 MR. SIEMON: -- as 1 of 2?

6 MS. KEON: Yeah.

7 MR. SIEMON: Mine was not.

8 MS. KEON: Keep going in the one that you
 9 have.

10 MR. SIEMON: My staff wasn't organized
 11 enough to staple it all into one.

12 MR. COE: The other one. What's the front
 13 page look like?

14 MR. SIEMON: It's the last two pages in the
 15 document we've been going through.

16 MR. RIEL: The last two pages of Attachment
 17 D.

18 MR. SIEMON: Attachment D, the last two
 19 pages.

20 MR. COE: Okay, okay.

21 MR. SIEMON: And here you'll find the
 22 definition of the Campus Buffer Area, and we --
 23 these are described legally, so there can be no
 24 misunderstanding. Because there are
 25 differences in uses and procedures, we want to

1 be fairly clear.

2 So the first definitions, Campus Buffer
3 Area, Campus Transition Area, Campus Core Area,
4 Campus Core sub-areas, are articulated. The
5 Campus Master Plan, this is the definition that
6 incorporates 2006 UMCAD, approved as Ordinance
7 Number 2007, so when there is a reference to
8 the 2006 UMCAD, we have specificity. The
9 definition of gross floor area, which I
10 previously described to you; the University
11 Campus Serving Use. We toyed a lot with a
12 quantitative measure of what's University
13 Serving and what's not. We could never quite
14 get comfortable with drawing lines, because of
15 the blending and mixing, so we used the
16 definition that says it's University Campus
17 Serving if it's a use or activity which,
18 because of its size, because of its location,
19 because of its character, is provided for the
20 use and benefit of students, faculty and
21 University employees and their guests, and
22 where -- and I think this is the important --
23 use or benefit to the general public is
24 incidental or occasional.

25 So it's not just what it is, based on

1 where -- what kind of thing it is, where it's
2 located, and what its size is, but is the
3 non-University use occasional and incidental.

4 CHAIRMAN KORGE: I would put the word "any"
5 before "use by or benefit to the general
6 public," because it's not required to be used
7 by the general public, but if it is used by the
8 general public, then it would be incidental or
9 occasional.

10 MR. SIEMON: I think, actually, it was
11 intended to be used by, or benefit -- of
12 benefit. Of benefit. Wow.

13 The next definitions -- Eric, somebody had
14 the map. I think maybe --

15 MR. RIEL: Yeah, they're --

16 MR. SIEMON: Judge, you have it there.

17 MR. COE: That's Attachment G.

18 MR. SIEMON: Yeah. We've always been
19 uncomfortable with the ambiguity of that map as
20 a regulatory basis, so we have defined each of
21 these frontages, in specific descriptions. So,
22 when you look at one that's green there, for
23 example, it's described of what it is, from
24 such-such length, the frontage to frontage, and
25 then there's a regulatory prescription that

1 shows you what that is, so that there can be no
2 confusion, and there has been some --

3 MR. COE: So the green is Zone A?

4 MR. SIEMON: Yes.

5 MR. COE: Okay.

6 CHAIRMAN KORGE: It's referred in the
7 ordinance --

8 MR. COE: And the blue is Zone B?

9 MR. SIEMON: Yes.

10 CHAIRMAN KORGE: It's referred in the
11 ordinance as UCD Frontage A, is that what --

12 MR. SIEMON: That's cut. Those are the
13 frontages. And so we took that graphic, which
14 has always been subject to a lot of confusion
15 and interpretation, and translated it into a
16 regulatory standard, so if there is confusion
17 on the graphic -- we'll still use it -- you can
18 look to the Code and find out exactly where is
19 the area of interest and concern. And that
20 is --

21 MR. COE: Are you saying that this map is
22 not accurate?

23 MR. SIEMON: No, I'm not. But it's been
24 subject to some interpretation, that and the
25 prior map.

1 MR. COE: Just tell me if this is simply a
2 scrivener's error or a printing mistake or
3 whatever. If you look at -- Let's see what the
4 orientation is. If you're going to take --
5 looking at up, and you go to the left, which my
6 guess is Red Road, and when you see the Zone A
7 green portion, which I guess would front -- I
8 think that's Red Road.

9 MR. BEHAR: Yes, it is.

10 MR. COE: It may not be Red Road.

11 MR. SIEMON: It is. On the left-hand side?

12 MR. COE: You will see, beyond what I
13 thought the University boundaries are, there
14 are two -- in the middle of the road, two green
15 filled-in squares. Is that just a mistake, or
16 does the University have some rights to that --
17 that stuff right in the middle of the road?

18 MR. BEHAR: No, no, that's just within Red
19 Road.

20 MR. SIEMON: What?

21 MR. BEHAR: That's Red Road, it says there.

22 MR. COE: Well, that's what it said, Red --
23 Maybe yours says Red Road. Mine is just simply
24 green.

25 MR. BEHAR: Maybe my eyesight is a little

1 bit --

2 MR. COE: That just says Red Road. Then I
3 have no problem. I thought this thing was
4 extending into Red Road. I didn't quite
5 understand that. Okay.

6 MR. SIEMON: No. One of the -- There -- If
7 you look at the right bottom, you'll observe
8 that there is a green boundary on the wrong
9 road, and so that's the sort of thing where a
10 geographic description in text will resolve any
11 potential requirement for an interpretation,
12 and that's why we've chosen to treat it that
13 way.

14 MR. AIZENSTAT: It makes sense.

15 MR. SIEMON: And those are -- That's my
16 introduction to the ordinance. Actually, I
17 think it's a relatively simple ordinance, and
18 much of the concepts have existed. Some of
19 them existed in the approved UMCAD and not in
20 the Code. We've tried to consolidate them so
21 that the ones we want to endure and not have to
22 look at the application are in the Code, and we
23 think that the Buffer Area, Transition, and
24 Core Area approach and the Multi-University, to
25 confine certain uses that may be in the future

1 to that area, and there is -- I missed a
2 definition, I know, because health center is
3 not in here, and I'm -- I do want to -- Last
4 night, during the discussion of the development
5 agreement, I realized that there is a
6 definition of -- Health care is shown as a use
7 which is permitted in that matrix, but it's not
8 defined in this Code, and in the development
9 agreement is a definition of what the health
10 care facility would be, and I'd like to read it
11 to you and suggest that it should be not just
12 in the development agreement, but in the zoning
13 ordinance, as well, and that is, a medical
14 facility serving both the University and the
15 general public, which could be located on the
16 UM campus and the University Multi-Use Area,
17 that provides a range of medical care on an
18 outpatient basis, across a wide spectrum of
19 areas, including but not limited to radiation,
20 diagnostic imaging, chemotherapy, sports
21 medicine and outpatient surgery. It is not
22 intended to be a hospital. It's intended to be
23 a health center with outpatient services.

24 MR. COE: So, Charlie, you're amending your
25 presentation to include that definition?

1 MR. SIEMON: I would recommend to you, and
2 that was -- It's in the development agreement.
3 It has -- but this is a Code provision, and I
4 think it should. The second is that I also
5 recommend -- and I apologize, I have to find
6 this -- Eric gave to me.

7 We have used the term in this Code,
8 lodging, in this draft of the Code. The term
9 we used in the broader land use Code was
10 overnight accommodations, which defines a wider
11 range. Both Eric and I would recommend that
12 you all consider adopting that language in this
13 Code, in the UCD district that I presented to
14 you, so that we won't have conflicts over
15 whether lodging was intended to mean something
16 other. It wasn't. But somehow lodging, I
17 think, was probably a historical holdover from
18 a prior author who was involved in the original
19 development agreement. So those two are
20 amendments to my --

21 CHAIRMAN KORGE: I'm sorry, where would the
22 lodging definition be found?

23 MR. SIEMON: We would change in the matrix,
24 where it says lodging, and we would replace it
25 with overnight accommodations. You already

1 have a definition in the Code for overnight
2 accommodations. The health care, conversely,
3 is in the matrix, but the definition is in the
4 development agreement, and we think it should
5 be in the --

6 MR. AIZENSTAT: Was the health care in the
7 2006?

8 MR. SIEMON: No. That is -- would be --
9 That is a change in the uses permitted. It was
10 not explicitly provided for, historically, but
11 is included --

12 MR. AIZENSTAT: Was it talked about at all?
13 Was it provided in any way at all, in the 2006?

14 MR. SIEMON: No.

15 MR. AIZENSTAT: So this is something
16 totally new?

17 MR. SIEMON: This is something new, and
18 will require an amendment to the Master Plan,
19 but it is permitted as of right in that
20 district.

21 Two things. It would be a part of that
22 existing -- I said earlier, there's a million
23 square feet. It would be a part of that.

24 MR. AIZENSTAT: Is there a way that if you
25 make it a part of it, that it would be

1 somewhere in the area where the Doctors
2 Hospital is, back there, or --

3 MR. SIEMON: No. It --

4 MR. AIZENSTAT: It could be anywhere in the
5 University?

6 MR. SIEMON: No. It's just in the
7 Multi-Use University area --

8 MR. AIZENSTAT: So only in the Multi-Use.

9 MR. SIEMON: -- and it's confined to the
10 area in the vicinity of the transit station.
11 It's --

12 MR. AIZENSTAT: That's a problem.

13 MR. SIEMON: Which is a face to the
14 community that's very different from the
15 residential components in the back, and that's
16 why bringing it down to Ponce, to serve both
17 the University, it's -- I mean, there are a lot
18 of people who live and work on that campus
19 every day, having those facilities. Also,
20 having the benefit of the University's
21 world-class health care, here available in the
22 community for the citizens, we think, is a
23 pretty good use of that land. It goes both
24 ways. But it ought to be, in our view, close
25 to the transit center, and on the Ponce side.

1 That's why we limited it to the Multi-Use Zone,
2 University Multi-Use Zone.

3 So, if there are no other questions,
4 Mr. Chairman, thank you for your attention, and
5 I'll be glad to answer any questions anybody
6 has.

7 CHAIRMAN KORGE: Any additional questions
8 for Mr. Siemon?

9 Does the applicant want to make a
10 presentation, Mr. Bass?

11 MR. BASS: I'll use this microphone.

12 Mr. Chairman, Members of the Board, Jeffrey
13 Bass is my name. 46 Southwest 1st Street is my
14 address. Tonight I will set the record for the
15 shortest presentation I've ever given, because
16 I have nothing that I could add at this point
17 in time. I do, however -- I would like to take
18 a moment and introduce -- We have a few members
19 of the Board of Trustees here, Mr. Ed
20 Williamson, Mr. Art Hertz, and Mr. Manny Kadre.
21 Two would like to address you, just very, very
22 briefly, as to the importance of what this Code
23 means to this overall tremendous accomplishment
24 that we seek to finalize this fall.

25 So, that said, I have nothing further to

1 add. We're here to have any questions, and I'd
2 ask Mr. Kadre and Mr. Hertz to address you very
3 briefly. Thank you.

4 MR. KADRE: I'm sorry, I'm a little hoarse,
5 so -- Good evening. Manny Kadre, 5345 Hammock
6 Drive. I guess I have a little bit of a unique
7 perspective, because I used to sit where you
8 guys sit. So, on behalf of all of the trustees
9 of the University, some of which are here, I'd
10 like to thank all of you for going through all
11 of this stuff, and I know what difficult work
12 it is and how much time you've dedicated to it,
13 so I'd like to thank you for it.

14 We've heard a lot tonight about roads and
15 utilities and buildings. You know, I sort of
16 wanted to give you just a very short
17 perspective on what this means to the trustees
18 of the University and our president, who is not
19 here. And I'd be remiss if I didn't thank the
20 Manager and the Planning Director and the City
21 Attorney for all the hard work you've all done
22 on this thing.

23 For us, as trustees, one of the most
24 difficult things we have to do is sort of keep
25 up with the times, and being a world-class

1 university really means having to build
2 world-class facilities, very expensive
3 world-class facilities, and being able to go
4 out to people in the community and solicit
5 gifts. The number one question we always get,
6 and I've had the painful experience of having
7 to go out with the president and having to
8 solicit big gifts from donors, is, "Tell me how
9 long it's going to take to build the building
10 that as a donor I'm willing on put my name on."

11 What you've done, throughout this whole
12 process, this is sort of the culmination of us
13 being able to answer a lot of those questions
14 with certainty, the ability for us to be able
15 to build a lot of things on campus, but more
16 than anything, a medical facility to be able to
17 take care of the families, many of your
18 families and our families. There's no doubt we
19 have very good medical facilities in Coral
20 Gables, but we do not have a world-class
21 university medical facility in Coral Gables.
22 What you're doing at this time is going to
23 allow us to fulfill that dream and to be able
24 to answer the very difficult questions of those
25 donors who'd like to give us money, but would

1 like to know when their building is being
2 built.

3 So, more than anything, I wanted to take
4 the opportunity to thank you. I know how
5 difficult it is to be able to do the work that
6 we -- you know, that you guys do, that I used
7 to do when I had the honor of serving on this
8 Board, and we do not take it for granted, and
9 we wanted to thank you. So thank you very
10 much.

11 MR. HERTZ: Hi. My name is Arthur Hertz,
12 610 Fluvia Avenue, Coral Gables. A point of
13 personal privilege, I've been living in the
14 Gables since 1946. I worked in Tanner's
15 Grocery Store, 1906 Ponce de Leon Boulevard,
16 from 1947 through 1955, when I graduated from
17 the University of Miami, and at the University
18 of Miami, I went through three presidents.
19 I've been on the Board of Trustees for 30
20 years, and I've seen an awful lot of growth of
21 the University of Miami, but I've never seen
22 the quality that I'm seeing right now, with the
23 president we have. President Shalala has
24 brought the University to a level I never even
25 imagined would ever happen at the University,

1 and what we're seeing now is the ability to be
2 a world-class university, in a world-class
3 city, and the City of Coral Gables should be
4 very, very proud of what's been happening at
5 the University of Miami. And the ability to
6 accomplish that is because of people like
7 yourself, helping us to do it, and we thank you
8 very much for the ability to accomplish what
9 we're accomplishing, through your watching us
10 and helping us to do it. Thank you very much.

11 MR. BASS: Mr. Chair, we have no other
12 speakers. I imagine the members of the
13 public -- but this would conclude our
14 presentation.

15 CHAIRMAN KORGE: So we'll open it for
16 public comment. Would you call the people who
17 have registered for comment?

18 MR. BOLYARD: Charles George?

19 MR. GEORGE: Good evening. I'm certainly
20 not an objector, but I do want --

21 CHAIRMAN KORGE: Excuse me for
22 interrupting --

23 MR. COE: Charlie, you need to tell us who
24 you are and where you live.

25 MR. GEORGE: Okay. Why don't you tell them

1 who I am?

2 MS. HERNANDEZ: Charlie George.

3 CHAIRMAN KORGE: We're going to --

4 MR. GEORGE: My name is Charlie George --

5 CHAIRMAN KORGE: Charlie --

6 MR. GEORGE: -- and I live at 4600 Santa
7 Maria Street.

8 CHAIRMAN KORGE: Charlie, we need to swear
9 the witnesses in.

10 MR. GEORGE: Why didn't you swear anybody
11 else?

12 MR. COE: Mr. Chairman, I suggest that all
13 the witnesses --

14 CHAIRMAN KORGE: Yes.

15 MR. COE: -- all the speakers who are going
16 to be witnesses be sworn at one time.

17 MR. GEORGE: If Pat wants me to be sworn,
18 I'll be sworn.

19 CHAIRMAN KORGE: If everybody who plans to
20 speak would stand up, to be sworn in.

21 MS. KEON: Thank you, Charlie. Everybody.

22 MR. GEORGE: Does anybody want to
23 administer an oath? I plan --

24 CHAIRMAN KORGE: This young lady will.

25 MR. GEORGE: I plan on telling the truth.

1 (Thereupon, all persons who were to speak
2 were duly sworn by the court reporter.)

3 MR. GEORGE: I do. Okay? Thank you.

4 CHAIRMAN KORGE: We're going to keep the
5 comments not too long, Charlie.

6 MR. GEORGE: Okay. I'll shorten them.

7 CHAIRMAN KORGE: Nothing about Caffè
8 Abbracci.

9 MR. GEORGE: They got an hour and a half,
10 and I'm going to get two minutes.

11 Thank you. I'm not here as an opponent,
12 believe me, but I am here to ask some questions
13 and clarification. Some wonderful friends who
14 are on the Board of Trustees are here tonight,
15 and they were here at the last hearing.

16 President Dr. Donna Shalala was here. She's
17 done a wonderful job. We have a wonderful
18 University. I'm a proud graduate of the
19 University of Miami. But, by the way, she's
20 not perfect. You know, we had four
21 interceptions on Saturday, okay? So let's get
22 that straight. She's wonderful, but not
23 perfect.

24 A few things I want to clarify. One, and
25 to me it's the biggest objection that I have,

1 if any, and that is the floor area ratio
2 factor. Is it being increased, as I recall,
3 during the first hearing, from 0.5 percent to
4 0.7 percent? What is the situation there? I
5 think what we have here is a conflict between
6 the comprehensive zoning plan of the City of
7 Coral Gables, which provides that it's 0.5
8 percent, as I recall, and what they're
9 attempting to establish here, a 0.7 percent.
10 Now, that's huge. It's a 40 percent increase.
11 We're talking about a ground coverage of 40
12 percent -- of 70 percent, 0.7 percent, as
13 opposed to 0.5 percent, which is very
14 considerable.

15 Now, let me tell you why I think that
16 there's some confusion here, in that
17 subparagraph D, on Page 1 of 11, provides under
18 the subparagraph D, Legal Status of Adopted
19 Campus Master Plan, and it attempts to clarify
20 it without commenting on the fact that there's
21 a conflict. It says, "In the event that the
22 adopted Campus Master Plan," which I believe is
23 0.7 percent coverage, "specifies a development
24 standard which conflicts with other provisions
25 of this Zoning Code, the provisions of the

1 adopted Campus Master Plan shall control."
2 Okay? I don't think that should be the case.
3 I think that the floor area ratio that's
4 specified in the comprehensive zoning plan for
5 the City should appertain here.

6 Now, another important factor, as I said, I
7 think the floor area ratio really solves a lot
8 of problems or creates a lot of problems. They
9 do not want to include the floor area ratios in
10 parking garages.

11 Now, correct me if I'm wrong, but I believe
12 that any time you build a commercial building,
13 or a building in a commercial area in the City
14 of Coral Gables, and you have to provide
15 off-street parking, that portion of the
16 off-street parking garage is included in the
17 floor area ratio. Or am I mistaken?

18 MR. RIEL: It's not included.

19 MR. GEORGE: It's not included?

20 MR. RIEL: It's not included.

21 MR. GEORGE: Okay. I stand corrected.

22 Another provision that concerns me is the
23 space that is available for retail services.
24 It says no more than 15 percent of the gross
25 square footage. I mean, that's a tremendous --

1 I mean, we're talking about 6.8 million square
2 feet, and you talk about 15 percent of that.

3 CHAIRMAN KORGE: It's not 15 percent of 6.8
4 million. It's 15 percent of the total
5 development at the time for the Multi-Use Area,
6 which is a much smaller area.

7 MR. COE: Alleged to be one million.

8 MR. GEORGE: I'm sorry?

9 MR. COE: The development use area is
10 allegedly one million.

11 MR. GEORGE: One million?

12 MR. COE: One million, allegedly.

13 MR. RIEL: So it would be --

14 MR. BEHAR: 150,000.

15 MR. RIEL: -- 150,000. 150,000 square
16 feet.

17 MR. AIZENSTAT: 150,000.

18 MR. COE: So we're talking about 15 percent
19 of that.

20 MR. GEORGE: Okay.

21 CHAIRMAN KORGE: That would be the maximum,
22 if they built it out completely.

23 MR. GEORGE: Okay. But really, and I'm not
24 going to take any more of your time, those are
25 basically the questions that I had, and I thank

1 you for clarification. Thank you.

2 CHAIRMAN KORGE: Thank you, Charlie.

3 MS. HERNANDEZ: Mr. Charlie George
4 represented the City in the Corrigan versus New
5 Times case, and he won our news rack ordinance
6 for the City of Coral Gables.

7 MR. COE: That's correct.

8 MS. HERNANDEZ: Thank you.

9 MR. BOLYARD: Devang Desai.

10 MR. DESAI: Chairman Korge, Members of the
11 Board, good evening. Devang Desai, 517 Alminar
12 Avenue.

13 Just like Mr. Bass pointed out at the last
14 hearing on the development agreement, we
15 finally got it married, the University and the
16 City, and just like all good marriages, there
17 are going to be some foul-ups, like this past
18 weekend, with four turnovers in our game, but
19 let that not sway your decision in terms of
20 moving forward with this Zoning Code amendment.

21 As a member of the University of Miami
22 Alumni Board, the alumni from our University
23 fully support the fact that we can now rely
24 upon this Board and the City to provide us with
25 efficiency and guidelines in the rules of the

1 game, now that we have a development agreement,
2 and this Zoning Code does just that, and I hope
3 that each and every one of you give it some
4 consideration and provide us with the
5 efficiency and the predictability that we need
6 so that we can move forward, just like
7 Mr. Kadre talked about earlier, with the
8 development of our buildings on campus and
9 attracting better students and better faculty,
10 and in turn, creating better alumni and
11 residents of this City.

12 And as one of the examples, as you probably
13 have seen, on San Amaro, the brand-new Alumni
14 Center, which is one of the state-of-the-art
15 buildings that the University has built,
16 because of the vision and allowing this -- and
17 allowing the University to play within the
18 rules and the Zoning Code that you all have
19 established, and so it's buildings like that
20 that will continue to go up and attract many
21 more people, and I hope that you will support
22 these amendments to the Code and allow us to
23 continue to play fairly and be happily married
24 for a longer time.

25 Thank you.

1 MR. BOLYARD: Dr. William Samek.

2 DR. SAMEK: I will try to be extremely
3 brief. My name is Dr. Bill Samek. My address
4 is 7241 Southwest 63rd Avenue. I am a director
5 of the -- of the Dade County Psychological
6 Association, President-Elect of the Florida
7 Psychological Association, Chair of the Dade
8 County Consumer Services Department Taxi
9 Advisory Group.

10 I'm not speaking tonight for anyone other
11 than myself. I'm here tonight on my own time,
12 to speak in favor of the changes, particularly
13 because it will allow the University to have
14 space to house the International Center for
15 Actualizing Human Potential. This is a
16 research and training center, directed by
17 Dr. Ted Aidman, and it's a world-class center
18 that will bring prestige and both science and
19 training to professionals working in the area
20 of actualizing human potential, and I think it
21 will be a very positive thing for the
22 University, for Coral Gables, and for the
23 entire State of Florida. That's all. Thank
24 you very much, appreciate it.

25 MR. BOLYARD: The final public speaker is

1 Pietro Bortoletto.

2 MR. BORTOLETTO: Good evening. My name is
3 Pietro Bortoletto, a resident of 1531 Liguria
4 Avenue, Coral -- Coral Gables, Florida, excuse
5 me. I have the honor of serving as the Student
6 Government Vice-President at the University of
7 Miami. I'm a senior, majoring in neurobiology,
8 with minors in chemistry and anthropology, and
9 I speak to you as a UM student, but also as a
10 long-time Coral Gables resident.

11 I've had a wonderful experience at the
12 University of Miami, for the last three years,
13 entering my senior year now. And I think
14 it's -- I've had the privilege of being part of
15 an excellent environment, an excellent
16 community, and a tradition of winning at the
17 University of Miami. These fond memories
18 revolve around the enjoyment of being part of
19 the Coral Gables community. It includes
20 shopping, dining, and phenomenal Halloween
21 trick-or-treating, even as a college student.

22 As a leader of the student body, my job is
23 to bring the students' issues to the
24 administration, and we follow closely the
25 University's relationship with the City and

1 have tried to be good neighbors ourselves.

2 I'm here today on behalf of the students,
3 the 10,000 undergrads, to ask you to support
4 the University's proposal for an amendment to
5 its Zoning Code. This amendment provides the
6 University and the City to have predictability
7 and efficiencies in its zoning process. I
8 think that is something both parties have
9 needed for a long time.

10 So please help us to continue to bring
11 credit to the wonderful City that Coral Gables
12 is by passing this agreement. Thank you.

13 MR. COE: Can I ask you one question, sir,
14 before you leave?

15 MR. BORTOLETTO: Yes, sir.

16 MR. COE: You're still a student, correct?

17 MR. BORTOLETTO: That is correct.

18 MR. COE: And where do you intend to live
19 when you graduate from the University of Miami?

20 MR. BORTOLETTO: I'm actually applying to
21 medical school right now, and hopefully I can
22 stay in Coral Gables and study at the
23 University of Miami for medical school.

24 MR. COE: Thank you.

25 MR. BORTOLETTO: I'm actually studying for

1 a biochemistry test while we wait, so -- Thank
2 you.

3 MR. FLANAGAN: Go home and study.

4 CHAIRMAN KORGE: Back to work.

5 MS. HERNANDEZ: Studying as we speak.

6 MR. BOLYARD: No more speakers.

7 CHAIRMAN KORGE: Okay. Does anybody want
8 to make a motion at this time?

9 MR. COE: There's no more speakers?

10 CHAIRMAN KORGE: No more speakers.

11 MR. FLANAGAN: For the sake of discussion,
12 I'll motion approval.

13 CHAIRMAN KORGE: Approval? Approval should
14 include the definition of health care
15 facility --

16 MR. FLANAGAN: Correct.

17 MS. HERNANDEZ: Right.

18 CHAIRMAN KORGE: -- and the substitution in
19 the matrix of the phrase, overnight
20 accommodations for lodging --

21 MS. HERNANDEZ: Right.

22 CHAIRMAN KORGE: -- which Mr. Siemon had
23 asked us to --

24 MR. FLANAGAN: Yes.

25 CHAIRMAN KORGE: Okay. Is there a second?

1 MS. KEON: I'll second it, for discussion
2 purposes.

3 CHAIRMAN KORGE: Second for discussion
4 purposes. Let's open it for discussion.

5 MR. COE: I have a question for Staff, and
6 this has been raised before, the last time. I
7 wasn't quite clear about it. Charlie George
8 raised it again, the density, the 0.7 as
9 opposed to 0.5. Are we going to have a denser
10 infrastructure in the University if this is
11 passed, as opposed to the City as a whole?

12 MR. RIEL: No. The 6.8 million is what the
13 square footage that has been approved. The
14 FAR, or the change from the 5 to the 7, is a
15 result of the property that the University
16 thought they'd own. So there's no intent --
17 intensity or increase in use in terms of square
18 footage. It's just more how you calculate that
19 number.

20 MR. COE: Fine. How do you calculate the
21 6.8 million? How is that done?

22 MR. SIEMON: The -- When the Master Plan
23 was first approved, there was a calculation
24 made that included land that was within the
25 campus, but not owned by the University. But

1 the Master Plan was for 6.8 million square
2 feet, if you take all the buildings and all the
3 parking and all the analysis that was done,
4 and --

5 MR. COE: Well, I thought you said that the
6 parking is not included in the 6.8.

7 MR. SIEMON: It's not included in the 6.8,
8 but --

9 MR. COE: What --

10 MR. SIEMON: But all the buildings and all
11 the approval -- The Master Plan hasn't changed
12 and is not in -- as is approved, with 6.8
13 million square feet, is the Master Plan that
14 was approved originally in '92, and has been
15 amended numerous times.

16 MR. COE: Well, I don't think we started
17 off with 6.8.

18 CHAIRMAN KORGE: It's the same land, right?

19 MR. COE: We started off with something
20 different.

21 MR. RIEL: The same land.

22 MR. SIEMON: The same land.

23 CHAIRMAN KORGE: The geographic area hasn't
24 shrunk.

25 MR. SIEMON: Has not changed.

1 MR. BEHAR: You still have the 223 acres,
2 times the --

3 MR. COE: I thought it was 260.

4 MR. BEHAR: -- you know, nine million,
5 something thousand square feet, times the 70
6 percent, gives you the 6.8 million square feet
7 of FAR.

8 MR. COE: Okay. You agree with --

9 MR. SIEMON: I do.

10 MR. COE: -- what Mr. Behar just said?

11 CHAIRMAN KORGE: So we're still open for
12 discussion.

13 MS. KEON: I have some questions with
14 regard to the health care facility.

15 In this matrix, where would health care --
16 Where is it allowed, the health care facility?

17 CHAIRMAN KORGE: I can tell you. I
18 highlighted that.

19 MS. KEON: Is it only in the --

20 CHAIRMAN KORGE: Right here.

21 MS. KEON: In the Multi-Use Area?

22 MR. RIEL: Multi-Use Area.

23 MS. KEON: It's only within the Multi-Use
24 Area, okay. Is the purpose of the health
25 facility that the University is talking

1 about -- is its primary purpose to serve the
2 students and the faculty and people within the
3 University, or is that -- is it a public
4 facility? Is it intended to be a public
5 facility, or a facility as available and as
6 used by the general public as it would be used
7 by the University community?

8 MR. NATOLI: I'm Joe Natoli, 60 Edgewater
9 Drive, Coral Gables. It will serve both. I
10 mean, it's designed to serve the students, our
11 employees, and the community at large.

12 MS. KEON: You know what? What I'm having
13 a little trouble understanding is, if we're
14 talking about, you know, on a university
15 campus, a health care facility for your
16 students, or a health clinic or whatever, I
17 mean, any -- even going to other universities
18 or having -- you know, where you work, there
19 were health care facilities that were open and
20 available to meet the health care needs of, you
21 know, either the students or the employees or
22 whatever, as opposed to developing a more
23 commercial health care facility that is equally
24 as directed at the neighborhood or the
25 community or -- It's not even the neighborhood.

1 It would be anybody who wanted to come, if you
2 wanted to fly here from someplace else to come
3 here. Or is it the University population that
4 we are primarily serving?

5 MR. NATOLI: No, I would say primarily it's
6 the general public. I mean, if you look at the
7 services that will be provided, chemotherapy,
8 radiation --

9 MS. KEON: Yeah. I was a little
10 surprised --

11 MR. NATOLI: -- oncology, diagnostic
12 imaging, outpatient surgery --

13 MS. KEON: Right.

14 MR. NATOLI: -- physical therapy, sports
15 medicine -- I mean, it's a facility that will
16 serve the students, the employees, and the
17 public at large. You know, I mean, our health
18 care is primarily in Downtown Miami. So one of
19 the goals of the University has been to bring
20 that world-class health care to the residents
21 of the southern part of our County, and this is
22 an important way that we would do so.

23 MS. KEON: As opposed to that which might
24 be provided now to the south community by
25 Doctors or something else, by Doctors Hospital

1 or South Miami Hospital or --

2 MR. NATOLI: Yes, I would say, and if you
3 want to access the University of Miami health
4 care, if you want to, you know, go to an
5 academic medical center, we offer -- you know,
6 we've got modest facilities out on Kendall
7 Drive, but for the most part, you've got to go
8 to Downtown Miami to access the University of
9 Miami specialists today. This will bring those
10 specialists to the residents of Coral Gables
11 and South Dade.

12 CHAIRMAN KORGE: On an outpatient basis?

13 MR. NATOLI: On an outpatient basis, that's
14 right.

15 MR. AIZENSTAT: How big can your structure
16 be?

17 MR. NATOLI: I mean, it's right now
18 contemplated to be around 200,000 square feet.

19 MS. KEON: That's a big building.

20 MR. AIZENSTAT: 200,000 square feet would
21 be how many stories?

22 MR. NATOLI: Four stories.

23 MR. COE: It's going to be a very wide
24 building.

25 MR. AIZENSTAT: It's got to be.

1 MS. KEON: A very big footprint.

2 MR. AIZENSTAT: And have you done any
3 traffic study or anything, just based on that?

4 MR. NATOLI: We have -- I mean, we have
5 done traffic studies for that area, and there
6 will be additional studies that will be done
7 for this specific facility.

8 MR. SIEMON: I just might -- I'd like to
9 add two things. One, this is not additional
10 square footage.

11 MR. AIZENSTAT: No, I understand that.

12 MR. SIEMON: This is approved square
13 footage that will be used for this purpose.

14 Second, the modern university, the research
15 universities, the universities that make a
16 difference, often are major centers of service
17 for the community, as well as their faculty,
18 and so we -- the conception of the North-South
19 Zone, as it originally was in the UMCAD, we
20 think, matures in this Multi-Use Area, to serve
21 both, in a way that makes sense. It's not on
22 the north side of the campus. It's near the
23 transit center. It's along Ponce. It's where
24 there's a major parking facility. It's where
25 major intensification of use has always been

1 planned. And -- and so we actually see it very
2 consistent with the goals/purposes of your
3 Comprehensive Plan in a lot of ways. Those
4 trips for health care that go out of the
5 community, go out of the community. They
6 travel down our roads. And the shorter trips
7 we can make for those opportunities within our
8 community helps the overall traffic picture
9 within the community. That's an important part
10 of this overall objective, and those are
11 non-peak-hour trips, an awful lot of them,
12 so they're --

13 MS. KEON: I just, in the course of the
14 discussion about the health care facility -- I
15 had never imagined or seen it to be a transfer
16 of services from Jackson or whatever now is the
17 University hospital here, to the University of
18 Miami Campus, or the expansion of services for
19 that purpose. I mean, I don't -- whether you
20 want to compete with Baptist Health Systems or
21 not, I don't believe -- that's not our purview.
22 I don't really care.

23 MR. NATOLI: And I would just offer one
24 very --

25 MS. KEON: I'm just a little surprised at

1 the size and the scope of what you are planning
2 on a University campus, and I guess I hadn't --
3 I never -- I didn't realize. I really thought
4 you were providing a health care facility or
5 services primarily for your student population
6 and your -- your employees there on the campus.

7 MR. BASS: There's one very important
8 distinction that I want to make that will
9 clarify at least the conversation, which is,
10 this is decidedly not a hospital.

11 MS. KEON: Well, I know it's not --

12 MR. BASS: It is not a hospital. It is not
13 intended to be a hospital, nor can it be a
14 hospital. If one were to seek to --

15 MS. KEON: No, I --

16 MR. BASS: -- do a hospital there, we'd
17 have to go through a whole other series of
18 regulatory rules.

19 MS. KEON: Right, I know -- I'm a nurse. I
20 know the difference between --

21 MR. BASS: Okay.

22 MS. KEON: -- a hospital and an outpatient
23 facility.

24 MR. BASS: Okay, thank you.

25 MS. KEON: I know the difference, and I've

1 worked at various --

2 CITY MANAGER SALERNO: Mr. Chairman, could
3 I --

4 CHAIRMAN KORGE: Yes. Mr. Salerno.

5 CITY MANAGER SALERNO: Thank you. The
6 North-South Area currently --

7 MS. KEON: Mr. Salerno, for the record,
8 maybe you could --

9 CITY MANAGER SALERNO: Pat Salerno, City
10 Manager, City of Coral Gables.

11 MS. KEON: Only for those that are
12 listening, who may not know. Thank you.

13 CITY MANAGER SALERNO: Thank you.

14 The North-South Area, as it is currently
15 constituted and authorized, allows for
16 approximately one million square feet of
17 overall development. That is their rights
18 today. So, if they decide to use 200,000
19 square feet for this, versus 200,000 square
20 feet in the same configuration, a four-story
21 office building with a 50,000-square-foot floor
22 plate, if that's what they decide, they're
23 using up their entitlement that they have today
24 of a million square feet. So it will serve the
25 public, as you heard today, but it will be,

1 from my understanding, the primary, principal
2 health care for students.

3 So the population may be larger that's
4 coming from Coral Gables, let's say, but it
5 will be, you know, the health care center if
6 you're a U of M student on the Coral Gables
7 campus.

8 MS. KEON: But I --

9 MR. FLANAGAN: And I think we were just
10 told by Mr. Natoli that it's both the UM
11 students and the public --

12 CITY MANAGER SALERNO: Yes.

13 MR. FLANAGAN: -- and even, I thought I had
14 perceived, more for public use and benefit.

15 CITY MANAGER SALERNO: Well, I think what
16 he was saying is, there will be more patrons
17 that would be from the public, but it doesn't
18 change the fact that it will be --

19 MS. KEON: If it's more patrons from the
20 public, then I would say that it has more
21 public use than student use, no?

22 CITY MANAGER SALERNO: Yeah, I didn't say
23 that it wasn't. I said that from the
24 University's use, it will be the University --
25 The students at the University, it will be

1 their principal place for health care.

2 You know, when I was a student there and I
3 got -- came down with the sniffles or the flu
4 or whatever, I went to a little dinky place.
5 Many of you probably did. It was inadequate,
6 back, you know, 30 -- well, over 30 years ago,
7 you know? But as a struggling undergrad, I was
8 just glad to have a place to go. But, you
9 know, the ability to get quality care as a
10 student, at a facility such as this, I know
11 will be -- would be assuring to parents of
12 students that attend there, that their children
13 leave home, from all over the world, and yet
14 know that if they come down with an illness,
15 they're not going to be in a facility that is
16 not of the caliber of the University.

17 So, in my -- although it is not just -- and
18 nobody here has said that its focus -- the
19 number of patrons will be -- there will be more
20 patrons that are students, it still will be the
21 University's facility. It will be where
22 athletes go for their physical therapy, for
23 their treatment from injuries -- not where
24 they're going to have their surgery done, but
25 where they'll recuperate in rehab. So it has a

1 significant student component.

2 I just wanted to share with you all that
3 they have the entitlement today for a million
4 square feet.

5 MS. KEON: But, Mr. Salerno --

6 CITY MANAGER SALERNO: Yes.

7 MS. KEON: How they use their entitlement
8 is the purview of this Board. That's why --

9 CITY MANAGER SALERNO: Yes, absolutely.

10 MS. KEON: -- we make the decisions that
11 we -- or the --

12 CITY MANAGER SALERNO: Absolutely.

13 MS. KEON: -- the recommendations --

14 CITY MANAGER SALERNO: Yes, absolutely.

15 MS. KEON: -- that we make, because it
16 makes --

17 CITY MANAGER SALERNO: Yeah.

18 MS. KEON: -- a huge difference whether you
19 build or you use that square footage that you
20 have to serve your internal community, as
21 opposed to, you use that square footage that
22 you have to turn -- to embrace a much bigger
23 community than your internal community, because
24 it generates far more people, it generates more
25 traffic, it generates a different use, it

1 has -- so how they use their square footage
2 makes -- as a member of this Board, for me,
3 makes a huge difference.

4 CITY MANAGER SALERNO: Uh-huh. I
5 understand. I'm just saying, also, part of
6 the -- the element of this overall process
7 we're going through is to find ways for the
8 University to benefit the community in ways
9 that it hasn't in the past. That's a benefit
10 to the residents. If you had this facility
11 somewhere in the interior of the campus,
12 frankly, it's going to be -- it would be
13 unknown. The residents wouldn't use it. They
14 would then think of it mentally just as a
15 student facility. Because of its proximity,
16 where it's located, and only in that corridor,
17 it then can serve the public. That's what I
18 think, you know --

19 MS. KEON: But it --

20 CITY MANAGER SALERNO: Sure, there's
21 greater use, absolutely, but this whole
22 process, for the last 18 months that we've been
23 going through, has not been just what's good
24 for the University. It has always been what's
25 good for the University and what's good for the

1 residents of this community, and in this
2 particular case, we're providing an additional
3 capability, service, opportunity for residents
4 to access things in a convenient fashion.

5 So that's what I -- but I don't disagree
6 with anything you said. Will there be more
7 activity by serving the public? Yes. But they
8 have uses today that would provide, probably,
9 even more activity than this type of facility
10 would, that they could choose to do so with
11 their current authorization. So I'm saying, to
12 some extent, it's swapping out one use for
13 another, because they have that million square
14 foot entitlement. That's all I was saying.

15 Thank you.

16 MR. FLANAGAN: I still have the concern --
17 I echo I think what I'm hearing is Pat's
18 concern, in the uses on that area, because
19 we've taken -- and it's a given at this point
20 that a million square feet has been approved
21 and they can develop it today using whatever
22 uses are allowed under the current regulations,
23 and that's fine. But it seems like we're --
24 through this chart, we have taken uses, I think
25 some of them pretty intense, and have moved

1 them into this University Multi-Use Zone as a
 2 permanent use. And that corridor, while it may
 3 be an appropriate area because it's across from
 4 the UM Metro station, so in theory people are
 5 going to use mass transit, although I have a
 6 hard time believing that people going to an
 7 oncology center or who are sick or in need of
 8 health are actually going to find their way to
 9 a Metrorail station by their car, and then take
 10 Metrorail to the UM stop, and I've harped on it
 11 before, about the traffic on that Ponce
 12 corridor. The uses in that corridor right now
 13 are relatively -- they're not very intense.
 14 There are some businesses, there's some office
 15 buildings, but for the most part, on that Ponce
 16 corridor, from Red Road up to LeJeune,
 17 relatively low-rise, non-intense type uses.
 18 And so by putting all of this -- Overnight
 19 accommodations, to me, means a hotel.
 20 Conference center means a lot of people in and
 21 out. Health care, we talked about it when we
 22 discussed that office building at the corner of
 23 U.S. 1 and LeJeune, no medical office building,
 24 because we're all agreed that medical uses have
 25 a tendency to attract a great amount of traffic

1 and parking problems, and I think there's
 2 already a traffic problem at Ponce de Leon at
 3 the intersection of Ponce and whatever the road
 4 is where the Ponce garage dumps out.
 5 So I struggle with these uses, especially
 6 with them being listed as a permitted use. It
 7 seems, also, like the permitted uses within
 8 this chart are uses which are University Campus
 9 Serving uses. So, if they're University Campus
 10 Serving uses, they're permitted, and then in
 11 the middle of it all, we get this public use
 12 which would go in as a matter of right.
 13 So I would suggest, at a minimum, that the
 14 P, for permitted, for the -- what is now
 15 overnight accommodation, conference center,
 16 government/public sector uses, medical health
 17 care uses, become a C, for a conditional use.
 18 That would be my suggestion, that's my motion,
 19 so I would --
 20 MR. AIZENSTAT: When you say a conditional
 21 use, can you be more specific, what you're
 22 trying to get at with that?
 23 MR. COE: They have to come in front of us.
 24 MR. FLANAGAN: Yeah, at that point, it goes
 25 through the current -- I think it would go

1 through, then, the current regulatory review
 2 process.
 3 MR. RIEL: Conditional use requires review
 4 by the Planning and Zoning Board and the
 5 Commission, and there's conditional use
 6 criteria that we would evaluate the application
 7 on.
 8 MR. COE: Are you amending your motion?
 9 MR. FLANAGAN: I am.
 10 MR. COE: Is that the only one you're
 11 amending? There's no other uses that you are
 12 objecting to as permitted uses?
 13 MR. AIZENSTAT: So by --
 14 MS. HERNANDEZ: Can you repeat which one
 15 you said? I'm sorry.
 16 MR. FLANAGAN: Yeah. No, I mean, I've had
 17 my own notes. I think, for the most part, I'm
 18 fine with the other uses. There is government
 19 and public sector uses in conjunction with
 20 agencies that have a relationship with the
 21 University which I have a question mark on. It
 22 seems a very obscure type of a use or
 23 statement. But for now, my amendment would be
 24 to make the overnight accommodation, conference
 25 center, health care -- make that block of uses

1 a conditional use, under University Multi-Use
 2 Zone, rather than permitted.
 3 MS. KEON: It would only be allowed in the
 4 Multi-Use Zone, but it would be conditional?
 5 MR. FLANAGAN: Correct.
 6 MS. KEON: Yes.
 7 CHAIRMAN KORGE: Your second --
 8 MR. FLANAGAN: And part of the problem --
 9 CHAIRMAN KORGE: You seconded, before. You
 10 accept that change?
 11 MS. KEON: I accept it.
 12 CHAIRMAN KORGE: Okay, we can discuss that.
 13 MR. FLANAGAN: And I appreciate the
 14 creativity on the mobility plans, which we've
 15 discussed previously, but when we seem to be
 16 relying on the fact that mass transit is going
 17 to be the way that people are going to get to
 18 this facility, I really have to scratch my head
 19 on that.
 20 MS. KEON: Particularly knowing the mass
 21 transit that currently exists in Miami-Dade
 22 County.
 23 MR. COE: What about concert halls and
 24 arenas as a permitted use in the Multi-Use
 25 Zone?

1 MR. BEHAR: It's already there.
 2 MS. KEON: They're already there.
 3 MR. BEHAR: It's already there.
 4 MS. KEON: I have no problem with that.
 5 MR. COE: Well, they can put more.
 6 CHAIRMAN KORGE: The conditional use will
 7 be for --
 8 MR. COE: There's nothing to stop them from
 9 building more.
 10 CHAIRMAN KORGE: Excuse me. The
 11 conditional use would be for everything in that
 12 block that begins lodging, now overnight
 13 accommodations, conference centers --
 14 MR. COE: What I'm looking at is concert
 15 halls and arenas as a permitted use in
 16 University Multi-Use Zone.
 17 MS. KEON: Right.
 18 CHAIRMAN KORGE: Where is that?
 19 MR. FLANAGAN: The first page.
 20 MS. KEON: The first page, under --
 21 CHAIRMAN KORGE: Oh, the first page.
 22 MR. FLANAGAN: The first page.
 23 MR. COE: That's on Page 4 of 11 --
 24 CHAIRMAN KORGE: Concert hall and arena.
 25 MR. COE: -- two thirds of the way down.

1 MS. KEON: Right. I don't have a problem
 2 with that. I don't think they have --
 3 MS. HERNANDEZ: Right.
 4 MR. FLANAGAN: It's there.
 5 MS. KEON: It's there, and --
 6 MS. HERNANDEZ: Right, it's there.
 7 MR. COE: But they can build more.
 8 MR. AIZENSTAT: Well, I think you're more
 9 concerned about seating?
 10 MR. COE: I'm concerned about traffic.
 11 They can build more. It's a permitted use.
 12 MS. KEON: You know, they will never be
 13 able to compete with --
 14 MR. RIEL: But as a part of --
 15 MS. KEON: -- the arena. They will never
 16 be able to compete with --
 17 CHAIRMAN KORGE: We've got too many of
 18 these.
 19 MS. KEON: Well, and the arena Downtown,
 20 the American Airlines Arena --
 21 MR. COE: I'm not talking about that. I'm
 22 not talking about the arena Downtown. You can
 23 have -- It's not just -- The way this is, it's
 24 concert halls and arenas. So they can have
 25 various concert halls, one next to the other,

1 and make it a concert hall zone. It's a --
 2 See, I don't mind this as a conditional use.
 3 I'm concerned as a permitted use. That's a use
 4 as of right.
 5 MS. KEON: I'm -- My concern, really, is
 6 with regard to the health care, it's -- and the
 7 lodging. I am concerned with the amount of
 8 traffic that creates along that Ponce corridor.
 9 And I think, you know, as a Planning and Zoning
 10 Board, I would like that we would have a look
 11 at that before it happens. It's only a review.
 12 I mean, it only provides for review and the
 13 opportunity for recommendation.
 14 CHAIRMAN KORGE: Mr. Bass, do you have any
 15 thoughts on this particular -- Can you discuss
 16 it with your client?
 17 MR. BASS: We clearly understand the level
 18 of discussion, and the concerns by the Board
 19 Members were clearly expressed. We see it
 20 differently. And for us, the totality of the
 21 structure of the development agreement,
 22 together with the Zoning Code, together with
 23 the Comprehensive Plan, one of the real drivers
 24 for us is the ability to have a health care
 25 facility approvable -- approvable here with

1 certainty, and the prospect of having that
 2 certainty occluded through the conditional use
 3 review process is something that we
 4 respectfully disagree with and would object to.
 5 But we understand your remarks and we
 6 understand your capacity and we know that
 7 they're heartfelt and sincere.
 8 MS. KEON: Yeah.
 9 MR. BASS: So I'm not trying to talk you
 10 out of them. I'm simply here to say, to us,
 11 they're not acceptable, and they run contrary
 12 to, really, the organizing principle of what we
 13 sought to accomplish in the Multi-Use Area.
 14 MS. KEON: I -- you know, and I would have
 15 felt far more comfortable with your health care
 16 facility if, as this whole discussion has gone
 17 along, that it were clear to us what the intent
 18 of that health care facility was, so as we were
 19 moving along, we knew we were looking at a
 20 major outpatient-type health care facility, and
 21 not a clinic for the University students. I
 22 never understood it as a major outpatient
 23 health care facility.
 24 Did -- Did -- Do all of you -- Was that
 25 your understanding, that that's what that was

1 going to be?

2 CHAIRMAN KORGE: No, I thought -- I figured
3 it was going to be -- If they're going to put
4 that kind of money and expertise into a
5 facility, it wasn't just to service the
6 students, because I doubt there --

7 MS. KEON: When did it come to us that they
8 were going to put that much into it and that it
9 was going to be all of that? When did you --

10 CHAIRMAN KORGE: I don't know, but that's
11 what I'd understood. Now, maybe -- maybe I
12 misunderstood it, but in any event, it's here
13 now --

14 MS. KEON: Right --

15 CHAIRMAN KORGE: -- and that's why we're --

16 MS. KEON: -- and that's all, I guess, I
17 feel like I didn't know that, I didn't see that
18 coming from the discussion --

19 CHAIRMAN KORGE: And at this point in the
20 process --

21 MS. KEON: Or from the presentation.

22 CHAIRMAN KORGE: -- we're making that
23 decision, or recommendation, so --

24 MS. KEON: And you know what? And it's --
25 and I -- I truly understand how you feel and

1 I -- with wanting it permitted, because I -- it
2 would appear to me that it is a piece that adds
3 prestige and income to the University.

4 CHAIRMAN KORGE: Well, value to the
5 community, too.

6 MS. KEON: At this moment, I think it's
7 prestige and value to the University, and
8 income to the University. I mean, that -- that
9 doesn't make it a good or bad thing for the
10 community. I mean, it's -- it also happens to
11 be a good thing for the community, but I think
12 the intent and the purpose of it would appear
13 to me to be for the University, would be for
14 the University's prestige of their medical
15 school and for the income that the University
16 would derive from it.

17 MR. NATOLI: I mean, our intention has been
18 to be clear about what our --

19 MS. KEON: Okay.

20 MR. NATOLI: -- intentions are with the
21 facility. So, when we've said it would be for
22 outpatient services, it's going to be operating
23 rooms, diagnostic imaging, chemotherapy,
24 radiation, oncology -- I mean, we've described
25 a number of the uses, you know.

1 MS. KEON: I don't remember hearing that
2 before tonight.

3 CHAIRMAN KORGE: I see it in furtherance of
4 the University's basic purposes. To me, one of
5 their basic purposes is, like Jackson Memorial,
6 not just health education, but health care in
7 the educational process, and I mean, I just see
8 it as a part of their purpose. It doesn't
9 really offend me, and I think it -- you know, I
10 mean, I'm assuming that when it goes through
11 the permitted use, if it went through permitted
12 use, that it would still go through all the
13 processes with all the City departments and so
14 forth.

15 MS. KEON: No, it doesn't.

16 MR. COE: No. That's not true.

17 MS. KEON: No, it doesn't.

18 MR. COE: It doesn't come before us.

19 MS. KEON: No, it doesn't. It doesn't come
20 before us.

21 CHAIRMAN KORGE: I didn't say before us.
22 Before the City departments.

23 MR. RIEL: It would go through the DRC
24 reviews and the traffic reviews and whatnot,
25 yes.

1 CHAIRMAN KORGE: Right.

2 MR. AIZENSTAT: To make sure it meets the
3 Building Code requirements.

4 MR. RIEL: Yes.

5 MS. KEON: It would meet the Building Code
6 requirements, but --

7 MR. FLANAGAN: And the Board of Architects.

8 MR. RIEL: The Board of Architects. So
9 there's no -- It only would not come to this
10 Board.

11 CHAIRMAN KORGE: Right.

12 MR. RIEL: And the Commission.

13 MR. BEHAR: Pat, and I agree with you. For
14 me, this is the first time I really hear this.

15 MS. KEON: Yeah.

16 MR. BEHAR: And I think you're absolutely
17 correct, you know, and perhaps some other Board
18 Member heard differently, but I don't remember
19 hearing that.

20 CHAIRMAN KORGE: It doesn't really matter
21 whether we heard it or not, because we're
22 deciding now, or we're recommending now.

23 MR. BEHAR: But I agree, as a conditional,
24 I feel very comfortable approving it.

25 In addition to the concert hall and arenas,

1 you've got theaters, you know?

2 MR. COE: Theaters is another one. See, I
3 am concerned that concert halls and arenas and
4 theaters, on 6 of 11, the next-to-the-last
5 item, are permitted uses as opposed to
6 conditional uses, and that's --

7 MR. BEHAR: Yeah.

8 MR. COE: I find that a problem. Most of
9 this is not an issue. I'm worried about the
10 ramifications of that. You can set up, under
11 this, a whole theater district, if you cared
12 to.

13 MR. BEHAR: An entertainment district.

14 MR. COE: Or an entertainment district, you
15 know, in all its ramifications. As a permitted
16 use, it never comes back in front of us. As a
17 conditional use, it does.

18 So, in addition to the hospital or
19 outpatient facility, I think these other items
20 should also be conditional uses, as opposed to
21 permitted uses, and would you -- if you accept
22 a friendly amendment, I'd like to so amend your
23 motion.

24 MR. FLANAGAN: That was on --

25 MR. COE: That's on --

1 MR. FLANAGAN: -- concert halls and arenas?

2 MR. COE: -- Page 4 of 11 --

3 MR. FLANAGAN: Right.

4 MR. COE: -- concert halls and arenas, and
5 Page 5 of 11, where it says -- no, I'm sorry, I
6 misspoke, it's Page 6 of 11, next-to-the-last
7 item, where it says theaters.

8 MR. FLANAGAN: I'll accept that.

9 MR. COE: Will you accept that?

10 MR. FLANAGAN: I said yes.

11 MR. BEHAR: He accepted it.

12 CHAIRMAN KORGE: That would be for both
13 concert halls and theaters, because you're --

14 Pat, do you accept that, also?

15 MS. KEON: Yeah, I -- I will. I don't
16 think it's that bad, but I will.

17 CHAIRMAN KORGE: I mean, I see those, also,
18 as --

19 MS. KEON: Okay.

20 CHAIRMAN KORGE: -- basic University uses.
21 I don't understand.

22 MS. KEON: Those are usual university uses.

23 CHAIRMAN KORGE: I don't -- I don't look at
24 that as commercial at all. I mean, I can't
25 imagine that's going to be really commercial.

1 MS. KEON: No, I don't.

2 CHAIRMAN KORGE: You know, for the School
3 of Arts and Sciences -- I don't know what the
4 college is called, but music, you know, you
5 know, you could have a concert hall for the
6 music students.

7 MR. COE: You don't have to have it for
8 students. It's in the Multi-Use Area. It
9 doesn't have to be for students at all.

10 CHAIRMAN KORGE: It's also in the Campus
11 Core.

12 MR. FLANAGAN: But it says it's for --

13 CHAIRMAN KORGE: And the same for theaters.

14 MR. COE: I understand, but it's also in
15 Multi-Use, and you can have theaters in
16 Multi-Use. You can have a whole theater
17 district, if you cared to --

18 MS. KEON: You know what --

19 MR. COE: -- which is all fine; I just want
20 it --

21 MR. AIZENSTAT: You know, right now, you
22 have the Ring Theater --

23 MR. COE: -- as a conditional use, as
24 opposed to a permitted use, that's all.

25 MR. AIZENSTAT: -- and there's no problem

1 with that.

2 MR. BEHAR: Well, that --

3 MS. KEON: I would not actually -- I take
4 that back. I would not accept it as a
5 conditional --

6 CHAIRMAN KORGE: You won't accept the
7 amendment?

8 MS. KEON: As an amendment, no. The only
9 thing I would like to have a look at is the
10 overnight accommodations, conference center,
11 whatever.

12 CHAIRMAN KORGE: All right.

13 (Simultaneous comments among Board Members)

14 CHAIRMAN KORGE: Well, hold on a second,
15 so --

16 MS. HERNANDEZ: Okay, the court reporter.

17 CHAIRMAN KORGE: I just want to see what
18 the motion is right now.

19 MS. HERNANDEZ: Hello --

20 CHAIRMAN KORGE: The motion -- The motion
21 is still to change conditional use in the
22 Multi-Use Area for the conference centers, et
23 cetera, that block only; there is still no
24 second for a motion to change concert halls and
25 theaters to conditional use from permitted use

1 in Campus Core and University Multi-Use Zone.

2 So, unless there's a second for that --

3 MS. HERNANDEZ: Okay.

4 CHAIRMAN KORGE: No? Okay, so we're
5 still -- We're back to the basic motion. Is
6 there any further discussion on that motion?

7 MR. COE: No, sir.

8 MR. FLANAGAN: Could we just get
9 clarification on some other areas on this
10 ordinance?

11 CHAIRMAN KORGE: Yeah, sure.

12 MR. FLANAGAN: I think it might just be
13 typos or oversight. Paragraph G, Performance
14 Standards, Paragraph 1, sub a, UCD --

15 CHAIRMAN KORGE: What page?

16 MS. HERNANDEZ: Page 6.

17 MR. FLANAGAN: We end up on Page 7. We
18 started at 6; we end up on Page 7, Roman
19 numeral six. It says, "The maximum permitted
20 building height between 100 and 940 feet from
21 the front property line shall increase above
22 100 feet," but yet in Roman numeral five, the
23 max height within the first 100 feet is 45.

24 CHAIRMAN KORGE: Yeah, it should be a 45.

25 MR. FLANAGAN: So I think that should be 45

1 feet.

2 MR. AIZENSTAT: Well, you have six twice.

3 MR. FLANAGAN: And then --

4 CHAIRMAN KORGE: Yeah, and we also have six
5 twice.

6 MR. FLANAGAN: There you go.

7 MS. HERNANDEZ: Is that a -- Charlie, is
8 that a typo, or was it intended to be exactly
9 how it is?

10 MR. COE: It's just a draft.

11 MS. HERNANDEZ: Well --

12 CHAIRMAN KORGE: It should be --

13 MR. FLANAGAN: I think it should be 45
14 feet.

15 CHAIRMAN KORGE: -- 45 feet, yeah. It
16 definitely should be.

17 MR. SIEMON: I'm sorry, I -- We're in a?

18 MR. FLANAGAN: You're in a, Roman numeral
19 six.

20 CHAIRMAN KORGE: Page 7 --

21 MS. HERNANDEZ: The maximum permitted --

22 CHAIRMAN KORGE: -- Line 13. Page 7, Line
23 13, Charlie.

24 MR. AIZENSTAT: You'll notice you have six
25 twice.

1 MS. HERNANDEZ: Well --

2 MR. FLANAGAN: Charlie, Roman numeral five
3 says the max building height at 100 feet, is 45
4 feet, and then in Roman numeral six, you jump
5 to a hundred feet, about the building height.

6 MR. SIEMON: The maximum permitted --

7 MS. KEON: Is number five right?

8 MR. FLANAGAN: I think number five is
9 right.

10 MR. SIEMON: It's the -- What it increases
11 above is 45 feet, not 100 feet, in --

12 MS. HERNANDEZ: Okay.

13 MR. FLANAGAN: Correct.

14 CHAIRMAN KORGE: Right.

15 MR. SIEMON: -- the first subparagraph six.

16 CHAIRMAN KORGE: Right, and the second one
17 should be numbered seven, I guess.

18 MR. FLANAGAN: So that's 45 feet.

19 Charlie, I think, then, we have the same
20 issue down in subparagraph b, UCD Frontage B,
21 Roman numeral six. In five, we have a max
22 65-foot building height, and then in six --
23 that's obviously a typo, because it says above
24 65 --

25 MR. SIEMON: It goes above 65. That's --

1 MR. FLANAGAN: But then you have one zero
2 zero in parentheses, so that definitely just a
3 typo.

4 MR. SIEMON: Yeah.

5 MS. HERNANDEZ: Okay.

6 MR. FLANAGAN: And then this talks about
7 front property line, all through it. I'm
8 assuming -- What's the definition of front
9 property line?

10 MR. SIEMON: Along the street.

11 MR. FLANAGAN: Along the street?

12 MR. SIEMON: And that's not a quote.

13 MR. FLANAGAN: Huh?

14 MR. SIEMON: That's not a quote. That's
15 how it's defined.

16 MS. HERNANDEZ: Okay.

17 MR. AIZENSTAT: Liz?

18 MS. HERNANDEZ: Yes, sir.

19 MR. AIZENSTAT: When Charlie writes all
20 this, does your department review it?

21 MS. HERNANDEZ: Yes.

22 MR. AIZENSTAT: How do you -- What's your
23 process?

24 MS. HERNANDEZ: What we do is, we work with
25 Mr. Siemon and Mr. Riel to review everything.

1 Remember, at the last meeting, several of you
2 had several comments. We contacted the
3 individuals. They provided the comments to us.
4 We e-mailed them to Mr. Siemon. We all worked
5 together to make sure that we had captured
6 everything that the Board had requested, and
7 Mr. Korge was one of the individuals who
8 provided us with his notes and everything.

9 So everything that you're telling us
10 tonight, we take it down, and we will make sure
11 that it occurs.

12 CHAIRMAN KORGE: And you're going to proof
13 everything?

14 MS. HERNANDEZ: Absolutely, sir.

15 MR. RIEL: She has to sign off on the
16 ordinance.

17 MS. HERNANDEZ: Yes.

18 CHAIRMAN KORGE: I know.

19 Any other discussion on the motion? None?

20 Let's call the -- Yes?

21 MR. AIZENSTAT: Do you want to read out the
22 motion, please, exactly, with the --

23 CHAIRMAN KORGE: The motion --

24 MR. AIZENSTAT: With the amendments.

25 CHAIRMAN KORGE: The motion was --

1 CHAIRMAN KORGE: -- that we just discussed.

2 MR. BASS: We're going to check those.

3 I --

4 MS. HERNANDEZ: Yeah.

5 MR. COE: Yeah.

6 CHAIRMAN KORGE: You'll double-check them.

7 MR. BASS: Yeah, we need to double-check.

8 MS. HERNANDEZ: Okay.

9 MR. BASS: I can't answer that right now.

10 CHAIRMAN KORGE: Okay.

11 Okay, so that's the motion. Any more
12 discussion or questions? None?

13 Let's call the roll.

14 MR. BOLYARD: Robert Behar?

15 MR. BEHAR: I feel a little bit conflicted

16 here. As a proud graduate of the University,

17 as an active and present member of the annual

18 golf tournament, to benefit the School of

19 Architecture, I do, and as a resident, I feel

20 very uncomfortable. I'm going to vote yes,

21 because I think that hopefully we will do --

22 you will do good to the residents. But I feel

23 very uncomfortable, as a resident and as a

24 business owner of Coral Gables, but the

25 answer -- the vote is yes.

1 MS. HERNANDEZ: It was the motion with --

2 CHAIRMAN KORGE: -- approval with the

3 following changes. Approval of what was

4 recommended with the following changes. We

5 would include the definition of health care

6 facility, in Article 8. The term lodging would

7 be replaced with the term overnight

8 accommodations. And the permitted use in the

9 University Multi-Use Zone for "overnight

10 accommodations, conference centers,

11 governmental/public sector uses, research,

12 office, medical/healthcare uses for the benefit

13 of the University and the public," would be

14 changed from a permitted use to a conditional

15 use. That's the motion that's been seconded

16 and discussed, and if there's no more

17 discussion --

18 MS. HERNANDEZ: And the parties agreed that
19 the other comments were typos, correct, Mr.
20 Bass?

21 CHAIRMAN KORGE: Yeah.

22 MS. HERNANDEZ: What Charlie identified? I
23 just want to be sure.

24 CHAIRMAN KORGE: The scrivener's errors.

25 MR. RIEL: The numerical --

1 MR. BOLYARD: Jack Coe?

2 MR. COE: As I said earlier, I am concerned

3 about two permitted uses in the Multi-Use Zone

4 that I believe should be conditional. I think,

5 overall, this is fine. I was prepared to vote

6 for it. I cannot, in good conscience, vote for

7 this, where those two areas of concert halls,

8 arenas and theaters are permitted uses, as

9 opposed to conditional uses, where they would

10 have review by us, and regrettably, while I'd

11 have liked to have voted yes for this, I'm

12 compelled to vote no.

13 MR. BOLYARD: Jeffrey Flanagan?

14 MR. FLANAGAN: Yes.

15 MR. BOLYARD: Pat Keon?

16 MS. KEON: Yes.

17 MR. BOLYARD: Eibi Aizenstat?

18 MR. AIZENSTAT: Yes.

19 MR. BOLYARD: Tom Korge?

20 CHAIRMAN KORGE: Yes. I just want to note

21 that I don't have the same concern about

22 changing the health care from permitted use to

23 conditional use, and I vote yes.

24 MS. KEON: Thank you.

25 CHAIRMAN KORGE: What Pat says.

1 MS. KEON: It's only a recommendation.

2 MR. RIEL: All right, and then we need a
3 motion on the change in zoning.

4 CHAIRMAN KORGE: Okay. Is there a
5 motion --

6 MR. RIEL: It's number seven.

7 CHAIRMAN KORGE: A motion on the change in
8 zoning. This was the Code text amendments.

9 MS. HERNANDEZ: Right.

10 CHAIRMAN KORGE: Now we need a motion on
11 the change in zoning.

12 MR. RIEL: Change of zoning, which actually
13 assigns the UCD district to the campus.

14 MS. HERNANDEZ: Right.

15 MS. KEON: Okay, I will move the motion. I
16 will move the change in the zoning map.

17 CHAIRMAN KORGE: Is there a second?

18 MR. FLANAGAN: Second.

19 CHAIRMAN KORGE: It's been moved and
20 seconded. Is there any discussion on the
21 change in zoning?

22 MR. COE: Call the question, Mr. Chairman.

23 CHAIRMAN KORGE: No discussion? Then we'll
24 call the roll, please.

25 MR. BOLYARD: Eibi Aizenstat?

1 MR. AIZENSTAT: Yes.

2 MR. BOLYARD: Robert Behar?

3 MR. BEHAR: Yes.

4 MR. BOLYARD: Jack Coe?

5 MR. COE: Yes.

6 MR. BOLYARD: Jeffrey Flanagan?

7 MR. FLANAGAN: Yes.

8 MR. BOLYARD: Pat Keon?

9 MS. KEON: Yes.

10 MR. BOLYARD: Tom Korge?

11 CHAIRMAN KORGE: Yes.

12 We have one more item on the agenda for
13 tonight?

14 MR. RIEL: Yes.

15 MR. COE: We have one more item.

16 CHAIRMAN KORGE: Okay. Thank you very
17 much.

18 MR. RIEL: Do you want to take a two-minute
19 break?

20 CHAIRMAN KORGE: Yeah, we'll take a two or
21 three-minute break.

22 MR. RIEL: Three-minute break.

23 (Thereupon, a recess was taken.)

24 CHAIRMAN KORGE: The recess is over. We're
25 back, ready to go.

1 We have one more item on the agenda,
2 Application Number 07-10-111-P, a change of
3 land use from Commercial Use, Mid-Rise
4 Intensity, to Commercial Use, High-Rise
5 Intensity, for a 1.2 acre parcel in the Crafts
6 Section, at 272 Valencia.

7 MR. CARLSON: Good evening. If I may, I'd
8 like to give a brief introduction to what's
9 being proposed, and then open it up to the
10 applicant to give a detailed description of the
11 request.

12 What this proposal is, is a change of
13 zoning for the property on Salzedo Street,
14 which is the Mercedes Benz parking lot. It's
15 on the east side of Salzedo Street. The
16 request is to change --

17 MR. RIEL: A change in land use, Walter.

18 MR. CARLSON: A change in land use, excuse
19 me.

20 MR. RIEL: Not zoning.

21 MR. CARLSON: Excuse me, a change of land
22 use. The change of land use is from
23 Commercial, Mid-Rise, to Commercial, High-Rise.

24 What's before you is tonight is only the
25 change of land use. There is no application

1 been submitted for the site plan review. The
2 site plan review application will come before
3 you when a proposal is made to vacate the
4 alleyway. A vacation of an alleyway requires
5 submittal of a site plan review with it, and
6 that's when that would come forward to you.

7 In your Staff Report, Staff found that the
8 proposal is consistent with the Comprehensive
9 Plan's goals, objectives and policies. The
10 proposed land use designation is consistent
11 with the property's existing commercial zoning
12 designation. The infill development of the
13 property is in character with other similar
14 commercial projects which are being developed
15 in the CBD, and the proposal would not
16 adversely affect the use of other properties in
17 the area. And finally, as I mentioned
18 previously, any future development of the
19 property would require a site plan review, at
20 public hearings before both you and the
21 Commission.

22 Staff is recommending approval of this
23 request, and as I said at the beginning, the
24 applicant is here to present their proposal in
25 detail.

1 MR. BEHAR: Wally, a question for you. The
2 two buildings that are immediately to the west,
3 between LeJeune and Salzedo, on that same
4 block -- right?

5 MR. CARLSON: Immediately to the west.

6 MR. BEHAR: Yeah, well, immediately --
7 just, you know, right abutting LeJeune Road,
8 the bank building and the condominium building,
9 how tall are those buildings; do we know?

10 MR. CARLSON: In the --

11 MR. BEHAR: It's comparable to these,
12 right? It's comparable to what the application
13 is requesting?

14 MR. CARLSON: Well, in Staff's report, we
15 do have -- We give it in stories.

16 MR. COE: West.

17 MR. CARLSON: We have the surrounding
18 uses --

19 MR. BEHAR: It's comparable?

20 MR. CARLSON: -- which is on Page 3 of 11,
21 and to the west, it's a three-story commercial
22 building and a four-level parking garage.

23 MR. BEHAR: But --

24 MR. CARLSON: Above -- beyond that?

25 MR. BEHAR: Beyond that.

1 MS. KEON: On LeJeune.

2 MR. BEHAR: On LeJeune, there's like a 14,
3 15-story --

4 MR. CARLSON: It's a high-rise building.

5 MR. BEHAR: It's a high-rise, correct.

6 MR. CARLSON: And I don't know if it's --

7 MS. KEON: Next to the Publix, what is
8 that?

9 MR. CARLSON: That's correct.

10 MR. FLANAGAN: That's the 2655 LeJeune.

11 MR. BEHAR: It's the Ocean Bank building
12 and the other Oscar Roger project.

13 MS. KEON: Right. How big are those? How
14 high are those?

15 MR. BEHAR: I think they're comparable
16 to what they're --

17 MR. RIEL: They're high-rise.

18 MR. CARLSON: They're both -- They're both
19 high-rise. I don't know if they're exactly the
20 same.

21 MR. BEHAR: So this is -- within the
22 context of that area, is compatible?

23 MR. CARLSON: That's correct.

24 MR. COE: This is what we did with the City
25 with their garages, correct?

1 MR. CARLSON: That's correct.

2 MR. COE: When we changed that. So, if we
3 did that for the municipal use, this is just a
4 private developer, wanting to basically do the
5 same thing, essentially; is that correct?

6 MR. BEHAR: Right.

7 CHAIRMAN KORGE: Right.

8 MR. CARLSON: It's a similar request.

9 CHAIRMAN KORGE: Does the applicant want to
10 make its presentation?

11 MR. AIZENSTAT: Does he want to finish?

12 CHAIRMAN KORGE: I'm sorry, the Board
13 questioned -- I thought he was, but --

14 MR. AIZENSTAT: Was he done with his --

15 MR. RIEL: Yes, he's finished.

16 CHAIRMAN KORGE: Wally? Were you finished,
17 Wally?

18 MR. RIEL: Yes, he's finished.

19 CHAIRMAN KORGE: Yeah.

20 MR. BEHAR: You had questions?

21 MR. COE: Wally's finished.

22 CHAIRMAN KORGE: Why don't we just save the
23 questions until after Mr. Guilford makes his
24 presentation, and hear any public comments,
25 because we're running out of time.

1 MR. GUILFORD: Good evening, Mr. Chairman,
2 Members of the Board. For the record, my name
3 is Zeke Guilford, along with Mort Guilford,
4 with offices at 2222 Ponce de Leon Boulevard.
5 We have the great pleasure of representing
6 Brockway Valencia, LLC, and Brockway Limited,
7 the owners of the property at 272 Valencia.

8 Here with me this evening is the
9 architects, Mr. Marshall Bellin, and Glenn
10 Pratt, along with Jim Eagleton, the owner's
11 representative.

12 Tonight, what we're requesting is a change
13 in the future land use map from mid-rise
14 intensity to high-rise intensity, for the
15 property -- the Lots 1 through 9 and 37 through
16 46 of Block 10. This is really the Smart Car
17 site, and I have it highlighted in a red square
18 over there, so it's actually more than just the
19 little building at 272. It's actually a
20 51,000-square-foot building site. We want to
21 make it perfectly clear this evening, we're not
22 asking for a change in zoning, we're not asking
23 for any additional square footage, only
24 allowable height.

25 We're also not asking for a site plan this

1 evening, because a site plan will have to come
2 back to you at a later date, so you will see --
3 actually see the final project at a later time.

4 However, what we wanted to really do is
5 just take a couple minutes and explain to you
6 why we think the additional height is
7 applicable to this project, and Mr. Behar, I
8 believe I'm going to kind of direct this
9 towards you, as the architect on the Board this
10 evening.

11 Really, what we want to do is, we asked
12 Marshall and Glenn, is to create a site plan in
13 elevations, in order that they could show what
14 could be built, and something that would be
15 aesthetically pleasing to the City. Let me
16 take a moment and go through them.

17 Again, we have the site here, Salzedo,
18 Almeria, Valencia. When we asked Glenn to
19 actually prepare the site plan, what he
20 actually thought was one of the important
21 things for urban development and urban infill,
22 is essentially create a city plaza. So what he
23 did is, actually, he set the building back 50
24 feet, and really, this is -- You can actually
25 see this in place today, at the old fire

1 station, police station, where they created
2 that plaza area in front of the new gallery.
3 However, this is twice as big. This is over
4 10,000 square feet of essentially city plaza
5 area, where people could get together, have
6 lunch, and actually come together. So, by
7 setting it back, you actually created a
8 situation where you decrease your building site
9 area.

10 What we ended up with is a 13-story
11 building, but however, it's extremely boxy, and
12 as a matter of fact, I told Glenn, I said,
13 "Glenn, this is definitely not one of your best
14 projects I've ever seen drawn," but again, he
15 thought it was important to have the plaza.

16 I said, "What can you do if you follow the
17 Charrette of 2002, and you actually -- " With
18 the Charrette, it talks about layering vertical
19 breaks, as well as horizontal breaks. So the
20 whole point is to break up the building, break
21 up the massing, so you have something very
22 aesthetically pleasing.

23 And what he came back with is actually a
24 very beautiful building. It breaks both
25 vertically, it breaks horizontally, but the

1 thing is, you end up, between those two
2 drawings -- this site plan, this elevation, has
3 two more stories. I think we can all agree
4 this is a better-looking building, but it
5 creates additional height.

6 So what happens is -- I like to refer to it
7 as kind of the balloon. When you have the
8 balloon and you start squeezing the balloon in,
9 the only way it can go is vertical, and that's
10 really what we've tried to show here today, is,
11 as you try to create certain things and create
12 a beautiful building, and you create the
13 massing, it has to go up.

14 Also, I think it's important to point out
15 that before we had comprehensive land use
16 plans, before we had future land use maps,
17 before we had the Mediterranean design bonuses,
18 the City of Coral Gables actually took certain
19 pieces of property out of the general
20 provisions of the Zoning Code, and they created
21 special zoning for particular pieces of
22 property. It became known as site-specific
23 regulations. This block has a site-specific
24 regulations of a height of 150 feet, long
25 before the future land use map, long before the

1 Comprehensive Plan. It was intended, from
2 early on, that this site was to have a height
3 of a hundred and -- or up to a height of 150
4 feet.

5 But there's one problem. Later, you put on
6 the future land use map of a mid-rise
7 intensity. The maximum height you can go in a
8 mid-rise intensity is 97 feet. You can never
9 get to the site-specific of 150 feet that is
10 set forth in the Zoning Code for this block.

11 Now, Mr. Chairman, I think Judge Coe had
12 already mentioned earlier, there were two
13 parking garages that recently came before you,
14 asking for -- asking a change from mid-rise
15 intensity to high-rise intensity. One of the
16 sites is smaller than this one. One is
17 actually approximately the same size. But they
18 are, in fact, the same application that is
19 before you. I actually think ours is a better
20 parcel, in order to create that, because it's
21 not long and narrow; it actually is more of a
22 box, so you can do more with it than the
23 garages.

24 However, in light of the approvals of the
25 parking garages, Staff's recommendation of

1 approval, as well as what we have presented to
2 you tonight, we would sincerely ask for your
3 favorable recommendation of this application.
4 And if you have any questions, we're more than
5 happy to answer them.

6 MR. BEHAR: Mr. Guilford, I do have a
7 question.

8 MR. GUILFORD: Sure.

9 MR. BEHAR: The land use plan shows like an
10 alley behind the property --

11 MR. GUILFORD: Correct.

12 MR. BEHAR: -- that exits onto Valencia.

13 MR. GUILFORD: Correct.

14 MR. BEHAR: Right? In the proposed land
15 use, there's no -- The alley has a dead end.

16 MR. GUILFORD: Right.

17 MR. BEHAR: How is the alley going to be
18 reconfigured to have --

19 MR. GUILFORD: Right. We are actually
20 going to reconfigure the alley, and that is the
21 reason it has to come back to you. In fact, I
22 believe that alley was actually -- and I may be
23 wrong, but we actually proposed that alley to
24 go out to Valencia. We did not move forward
25 with that application, years ago, and I think

1 MR. BEHAR: Okay. Then, if you're going to
2 put it on the west side of this block, doesn't
3 it make sense just to amend the whole entire
4 block, you know --

5 MR. GUILFORD: Well, unfortunately, we
6 cannot come forward with that, because we are
7 not -- we are not the property owners for that.
8 The only thing we can change is the property
9 that we have -- we have ownership of.

10 MR. BEHAR: Okay.

11 MR. FLANAGAN: But it's the same issue when
12 we did the parking garages; we only took bits
13 and pieces of each block, and I think some of
14 us had concerns about that. You know, when I
15 first looked at this, I was concerned that we
16 were -- We seem to be piecemealing the land use
17 map modifications in this area.

18 MR. RIEL: And I can tell you, that's how
19 it's been done --

20 MR. FLANAGAN: Okay.

21 MR. RIEL: -- for some time, but, you know,
22 we do contact the adjoining property owners,
23 but, you know, besides contacting them, you
24 know, we don't typically go and initiate land
25 use and zoning changes to make the whole block

1 that ordinance has been rescinded, if I'm not
2 mistaken, so we are going to have to come back
3 at a later date with a change of that alley,
4 and to be honest with you, frankly, I think it
5 should go out to the other side, because that
6 way, you have two-way traffic. So I think
7 there's definitely the opportunity --

8 MR. BEHAR: That would be my concern, not
9 ending up with a dead end on that alley.

10 MR. GUILFORD: No, absolutely. Absolutely.

11 MR. BEHAR: Now, Mr. Riel, a question for
12 you. This is essentially a spot zoning or --
13 you know, when you allowed half the block,
14 you're changing it, right? Is that -- Am I
15 not --

16 MR. RIEL: No, it's not. It's not
17 considered spot zoning. Spot zoning is a
18 zoning category that is entirely surrounded by
19 an uncomplementary land use or zoning. As an
20 example, a single-family home surrounded by
21 high-rise commercial.

22 MR. BEHAR: But you -- within that block or
23 half a block, it looks like, up front on Ponce,
24 you already have the high-rise designation.

25 MR. GUILFORD: That's correct.

1 inconsistent (sic). I mean, that reliance --

2 MR. BEHAR: I'm in favor of it. I'm in
3 favor of something like this, but I'm in favor
4 of doing it, you know, north, all the way to,
5 let's say, Miracle Mile, so you have -- you
6 know, because right now, if you look at the
7 proposed, you know, there's bits and pieces
8 that are not -- it doesn't complete the puzzle.

9 MR. FLANAGAN: Can I -- Mr. Guilford --

10 MR. GUILFORD: Sure.

11 MR. FLANAGAN: On that site-specific zoning
12 overlay --

13 MR. GUILFORD: Sure.

14 MR. FLANAGAN: Is the 150 feet -- is that
15 overlay still in effect today?

16 MR. GUILFORD: Yes. It's actually --

17 MR. FLANAGAN: Okay.

18 MR. RIEL: What happened was, the City
19 had -- in advance of the Comprehensive Plan,
20 pursuant to the 1975 Growth Management Act, the
21 City had site-specific standards that date back
22 to probably the '40s, '50s and '60s, and in
23 fact, the first Zoning Code in the City, in
24 1929, had site-specifics on it.

25 CHAIRMAN KORGE: Why? Do you have any

1 idea?

2 MR. RIEL: That's just how the City did
3 land use and zoning, in terms of, you know, the
4 parameters.

5 CHAIRMAN KORGE: That's not what I mean. I
6 mean, was it like, that was the idea, that
7 there would be a really tall building in that
8 location?

9 MR. GUILFORD: It's actually this whole
10 area -- to kind of get to Mr. Behar -- is --
11 was high-rise, was 150 feet.

12 CHAIRMAN KORGE: Okay.

13 MR. GUILFORD: So this whole section --
14 actually, I go back to -- I wish Mr. Siemon was
15 still here, but here's a Zoning Code from 1980,
16 nice and thick, and it has that same provision
17 in there. So we're even -- so it's been
18 around. This is not something new. It has
19 been around, as Mr. Riel has said, for years
20 and years and years.

21 CHAIRMAN KORGE: Any other discussion or
22 questions?

23 MS. KEON: Well, just the whole issue of
24 that issue, to continue, you know, what you
25 both have said --

1 MR. RIEL: And you know that as you
2 would --

3 CHAIRMAN KORGE: And then they don't --
4 Excuse me for interrupting, but they don't --
5 the property owners of the smaller parcels
6 don't have an incentive or a vision to combine
7 properties since, you know, it's zoned for
8 lower use, and a lower rise use, so it's less
9 likely to occur. It shouldn't -- I mean, it
10 would make more sense to do it uniformly, for
11 the City to just do it as part of a change in
12 its Comprehensive Land Use Map, but that's not
13 going to happen tonight.

14 MR. RIEL: No. I mean, in fact, when we
15 did the Comp Plan, and I've done it for other
16 local governments, when you start getting into
17 the mapping issues of changing land use and
18 zoning, it becomes a very complicated process,
19 and I can tell you, by having the experience of
20 going through it in one city, it took an
21 additional two and a half to three years, if
22 you start changing the map designations,
23 because --

24 CHAIRMAN KORGE: Well, we've run out of
25 time tonight, so we need a motion to extend a

1 MR. BEHAR: Well, we can't unless the
2 property owners come in.

3 MS. KEON: So the only way that that
4 happens, then, is if someone comes in and they
5 make that application --

6 MR. COE: Right.

7 MS. KEON: -- to do that?

8 MR. RIEL: And then, also, you have to
9 understand, to go high-rise, you have to have a
10 minimum of 200 foot of frontage and 20,000
11 square foot.

12 MS. KEON: Right.

13 MR. RIEL: So, if you have a lot of
14 different property owners -- and I can tell
15 you, in fact, the City has a parcel at the end
16 of that block that doesn't meet the 20,000-
17 square-foot, you know, minimum standards to go
18 high-rise, so --

19 MS. KEON: Right.

20 MR. BEHAR: And that's probably -- You're
21 right, but that's probably, also, probably the
22 biggest mistake that we'll be making, because
23 you're going to have a tall, 15-story building
24 and then have a one-story building.

25 MR. FLANAGAN: Right.

1 few minutes to finish this up.

2 MR. COE: So what do you figure, twenty
3 minutes?

4 MS. KEON: Fifteen.

5 MR. BEHAR: No, ten minutes.

6 MR. COE: Ten minutes?

7 MR. AIZENSTAT: Fifteen minutes.

8 MR. COE: Fifteen. Let's do it fifteen
9 minutes.

10 CHAIRMAN KORGE: There's a motion to
11 extend, 15 minutes.

12 MR. COE: Second, fifteen minutes.

13 CHAIRMAN KORGE: Second. Call the roll on
14 the motion, please.

15 MR. BOLYARD: Jack Coe?

16 MR. COE: Yes.

17 MR. BOLYARD: Jeffrey Flanagan?

18 MR. FLANAGAN: Yes.

19 MR. BOLYARD: Pat Keon?

20 MS. KEON: Yes.

21 MR. BOLYARD: Eibi Aizenstat?

22 MR. AIZENSTAT: Yes.

23 MR. BOLYARD: Robert Behar?

24 MR. BEHAR: Yes.

25 MR. BOLYARD: Tom Korge?

1 CHAIRMAN KORGE: Yes.
 2 I don't think we're going to get two and a
 3 half years, so let's move on with --
 4 MR. BEHAR: Well, maybe that could be a
 5 good --
 6 MR. COE: Do we have public comments?
 7 CHAIRMAN KORGE: We're going to, as soon as
 8 we finish with --
 9 MR. COE: Is there anybody that's signed
 10 up?
 11 MR. BOLYARD: No.
 12 MR. RIEL: No, nobody's signed up.
 13 CHAIRMAN KORGE: Nobody has signed up.
 14 Are there any more questions for the
 15 applicant? None? I'll open it for a motion.
 16 MR. BEHAR: I make a motion to approve.
 17 CHAIRMAN KORGE: Is there a second?
 18 MR. FLANAGAN: Second.
 19 CHAIRMAN KORGE: Moved and seconded. Any
 20 discussion on the motion? Pat?
 21 MS. KEON: I do have a -- You know what, I
 22 always have a concern that eventually -- and
 23 maybe it doesn't apply to this, but as you
 24 piecemeal this, and I think that's really just
 25 more a policy of the City, that as you

1 piecemeal -- piecemeal the change in land use,
 2 and somebody maybe begins to assemble parcels,
 3 that person who is not part of that assemblage
 4 and isn't aware of it or whatever, I think, is
 5 done harm by that piecemeal process. You know,
 6 I -- I -- I don't think there's anything you
 7 can do about it tonight, but it's more to speak
 8 to -- and since we're not going to have you
 9 anymore, anyway, I don't know what I'm -- I
 10 guess it's irrelevant. Forget it.
 11 CHAIRMAN KORGE: It would be better policy
 12 if we --
 13 MS. KEON: It would be better policy.
 14 Maybe we can just make that remark. It would
 15 be far better policy if we would, you know,
 16 treat neighborhoods of interest in a similar
 17 fashion.
 18 MR. FLANAGAN: And especially here, if
 19 you've got this longstanding site-specific --
 20 MS. KEON: Yes.
 21 MR. FLANAGAN: -- zoning regulation that
 22 that allowed you, at one point, to go up to 150
 23 feet.
 24 MS. KEON: It should be revisited and it
 25 should be taken care of, so you don't have to

1 come before us every time, that's all I'm
 2 saying. Okay, that's all. I'm sorry.
 3 CHAIRMAN KORGE: No further discussion?
 4 Would you call the roll on the motion,
 5 please?
 6 MR. BOLYARD: Jeffrey Flanagan?
 7 MR. FLANAGAN: Yes.
 8 MR. BOLYARD: Pat Keon?
 9 MS. KEON: Yes.
 10 MR. BOLYARD: Eibi Aizenstat?
 11 MR. AIZENSTAT: Yes.
 12 MR. BOLYARD: Robert Behar?
 13 MR. BEHAR: Yes.
 14 MR. BOLYARD: Jack Coe?
 15 MR. COE: Yes.
 16 MR. BOLYARD: Tom Korge?
 17 CHAIRMAN KORGE: I don't know, the -- Yes.
 18 MR. GUILFORD: Thank you all very much.
 19 MR. COE: Move adjournment, Mr. Chairman.
 20 CHAIRMAN KORGE: We're adjourned. I hope
 21 we'll see you at the next meeting, Eric.
 22 MS. KEON: Are you going to be at the next
 23 meeting?
 24 MR. RIEL: I don't know the answer to that.
 25 MS. KEON: Oh.

1 MR. AIZENSTAT: What date is the next
 2 meeting supposed to be?
 3 MR. RIEL: October 13th.
 4 MR. AIZENSTAT: October 13th.
 5 MR. COE: If we have the meeting, it's
 6 October 13th.
 7 MR. BEHAR: Well, we certainly hope to have
 8 the meeting with Mr. Riel as the Staff
 9 Director.
 10 MR. RIEL: Appreciate that. Thank you.
 11 MR. BEHAR: For the record, I hope that Mr.
 12 Riel will still be here for the October 13th
 13 meeting.
 14 MS. KEON: I will not be here on the 13th.
 15 CHAIRMAN KORGE: Where are you going to be?
 16 MR. COE: Nor will I be here on the 13th,
 17 as I advised Mr. Riel. I'm in trial.
 18 (Thereupon, the meeting was adjourned at
 19 9:05 p.m.)
 20
 21
 22
 23
 24
 25

CERTIFICATE

STATE OF FLORIDA:

SS.

COUNTY OF MIAMI-DADE:

I, JOAN L. BAILEY, Registered Diplomat
Reporter, Florida Professional Reporter, and a Notary
Public for the State of Florida at Large, do hereby
certify that I was authorized to and did
stenographically report the foregoing proceedings and
that the transcript is a true and complete record of my
stenographic notes.

I further certify that all public speakers were
duly sworn by me.

DATED this 20th day of September, 2010.

JOAN L. BAILEY, RDR, FPR

Notary Commission Number DD 64037

Expiration June 14, 2011.

SETTLEMENT AGREEMENT

2010 SEP 16 AM 9:13

THIS SETTLEMENT AGREEMENT (hereinafter "Agreement") is made and entered into this _____ day of September 2010, between GULLIVER SCHOOLS, INC., a Florida non-profit corporation (herein "School") and GABLES BY THE SEA HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"). The School owns the property described in Exhibit "A" (hereinafter the "Property"). Association and School are collectively hereinafter referred to as the "Parties."

RECITALS

WHEREAS, the School has filed for a Planned Area Development (PAD) assignment and site plan review and an amendment to the previously approved Gulliver Academy Master Campus Site Plan (the "Application") from the City of Coral Gables (the "City") pursuant to the plans dated _____ attached to this Agreement and made a part hereof as Exhibit "B" (referred to as the "Site Plan"); and

WHEREAS, the Property is located adjacent to the area in which Association members live; and

WHEREAS, the School seeks approval of the Application before the City Planning and Zoning Board and City Commission; and

WHEREAS, the School seeks these approvals as modified herein to provide improved educational opportunities for its students and to reduce any negative interactions with its residential neighbors; and

WHEREAS, the School has stated on the public record that it does not anticipate requesting additional changes in its master plan in the near future; and

WHEREAS, the Association, representing property owners in the Gables by the Sea area, has expressed concerns regarding the Application; and

WHEREAS, in order to effect an amicable resolution to the differences between the Association and the School regarding the Application, the Parties desire to reach an agreement so that the School can proceed with its project without objection from the Association; and

WHEREAS, The School seeks to amend the Application pursuant to this Agreement and incorporates herein by reference the Agreement as amended including the conditions imposed by the city commission; and

WHEREAS, The Parties agree that it is their best interests for the School to obtain final approval of the Application as modified by this Agreement as soon as possible; and

WHEREAS, each of the Parties hereto, believing this Agreement to be fair, just and reasonable in all respects, have assented freely and voluntarily to all of its terms.

NOW, THEREFORE, in reliance upon the true and correct recitals stated above, and in consideration of the mutual covenants, conditions, and agreements contained herein and the other conditions and covenants contained herein, each party hereto, on its own behalf, and on behalf of the individuals or entities specifically noted or referred to herein, stipulate and agree both individually or collectively as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. This Agreement amends and supersedes any previous Agreement between the Parties related to the Property.
3. If the Application is not approved by the city commission for any reason, this Agreement shall be of no force or effect. If the Application as revised, is approved, as proposed herein or as revised by Gulliver or with City imposed conditions that do not adversely impact the neighborhood, this agreement will remain in full force and effect.
4. Proposed Natatorium.
 - a. The proposed Natatorium shall be located as shown in the plans set forth in Exhibit "B". That is, the Natatorium shall encroach into the Property's southern setback (parallel to Campamento Street) no more than five (5) feet.
 - b. The proposed Natatorium shall be designed compatible with the "residential style" of the current structures on the Property and the adjacent neighborhood as may be approved by the City Board of Architects.
 - c. The maximum height of the proposed Natatorium at the top of the roofline shall be 32 feet 4 inches above finished grade and at its lowest point shall be 29 feet as shown in the plans set forth in Exhibit "B".
 - d. There shall be no fixed or permanent mechanical, electrical or structural equipment, or architectural structures or features of any kind on the roof of the Natatorium that extend above the parapet of the Natatorium.
 - e. The entire south side of the Natatorium shall be fully landscaped (as shown in the plans set forth in Exhibit "B") in an effort to buffer the view of Natatorium from the adjacent neighborhood to the south.
 - f. There shall be no parking constructed on the south side of the Property, along Campamento Street east of the Natatorium.
5. Existing School Access Point on Campamento Street.
 - a. The existing vehicular access point on Campamento Street shall be closed prior to the commencement of the 2011-2012 school year, subject to timely City approvals as follow below. The Parties acknowledge and agree that timely City review and

approvals are necessary to allow the School to complete construction of an alternative access drive to its parking and delivery area on the south side of the Property (the "Alternative Access Drive") prior to the commencement of the 2011-2012 school year:

- i. The School shall present the appropriate application and plans for the Alternative Access Drive as shown in the plans set forth in Exhibit "C" no later than sixty (60) days after the non-appealable approval of the Application.
- ii. The Alternative Access Drive shall extend no further south than the location of the existing fence that parallels Campamento Street as shown in the plans set forth in Exhibit "C".
- iii. The School shall seek all City approvals for the Alternative Access Drive in an expeditious and diligent manner. Subject to timely governmental approval of the required permits and easement, the School shall commence construction of the Alternative Access Drive when the school year 2010-2011 ends in June 2011.
- iv. The School shall landscape the area between the south side of the fence (immediately south of the Alternative Access Drive) and Campamento Street with a ficus hedge (that shall be between three (3) and four (4) feet in height at planting and that shall be maintained by the School at no less than twelve (12) feet in height at full growth) to block the view of the Alternative Access Drive and related traffic from the adjacent residential neighborhood as shown in the plans set forth in Exhibit "C".
- v. The Association shall support via a duly-authorized and executed resolution of its board of directors any City-required easement that will implement the construction of the Alternative Access Drive and the landscaping set forth herein.
- vi. The School shall eliminate UPS Ground., Federal Express Air and Ground, and Office Depot trucks' access to the School to and from Campamento Street no later than thirty (30) days after the non-appealable approval of the Application.
- vii. Upon the completion of the Alternative Access Drive as determined by the City, the School shall immediately close the vehicular access point on Campamento Street to all non-emergency vehicles.
 - 1) If the City Fire and Police departments determine that emergency access is not necessary through the existing Campamento gate, the vehicular access point and the existing gate shall be removed permanently. However, the School shall retain one (1) five (5)-foot wide un-paved access point (including a gate) along Campamento Street for its landscape maintenance vehicles and equipment to access the swale areas outside the perimeter fence.
 - 2) If the City Fire and Police departments determine that emergency access is necessary, as set forth in writing (with the School to provide this document to the president of the Association), the vehicular access point shall remain and the School shall replace the existing gate with a

gate reflecting the residential character of the south side of Campamento Street. The School shall seek City approvals to maintain this emergency-access point without paving and as sod-only. The association shall provide its written support of such efforts.

- 3) Regardless of whether the existing gate location remains or the gate is reduced to 5 feet, the School agrees that the gate will be residential in character and maintained in good working condition by the School.

6. Communication Between School and Association. In order to enhance communication among the Parties including issues or concerns related to the Association or to the School in the future, the School shall invite the Association to take part in periodic meetings as needed between School's contact person, who will be on-site at the Property and responsive to Association's reasonable requests to maintain residential quality of life and quiet enjoyment for Association's residents. Additionally, the School shall provide the Association president with notice of major construction events. The School shall provide the Association president the name and direct telephone number of the School's contact person who the Association president can contact in case of Association issues or concerns. This School contact person shall be available via phone, e-mail and/or in person.

7. Public Hearings. In consideration for the development of the Property pursuant to the Application as modified by this Agreement, the Association shall provide written support of the Application through a resolution of the Association at the time of the execution of this Agreement (Resolution attached as Exhibit "D"). In addition, the Association agrees that the President of the Association shall be present at the City Planning and Zoning Board and City Commission meetings on the Application. The Association's attorney shall speak, on behalf of the Association in support of the Project and the Application as modified herein.

8. This Agreement shall be binding upon and inure to the benefit of the School and the Association, as well as their respective successors and assigns.

9. Unless School is in default of this Agreement: (a) the Association shall not file any administrative or judicial actions adverse to the development of the Property and, (b) the Association hereby specifically waives their right to appeal through any judicial process or otherwise challenge, legally or otherwise, the approval of the Application.

10. In the event of a default under this Agreement, such default may be remedied by any relief available at law or in equity. The prevailing party in any proceeding seeking to enforce this Agreement or any portion hereof shall be entitled to receive from the other party its court costs and reasonable attorney's fees, including paraprofessional fees, and attorneys' fees incurred in connection with any appeal or related action.

11. The Parties acknowledge that during the course of the permitting process for the development of the Property pursuant to the Application, one or more governmental bodies or entities may attach non-substantial conditions or requirements to their respective approvals.

“Substantial conditions” shall mean any condition that causes any building proposed pursuant to the Application to be increased in height or square-footage, or changed in its location so as to intrude into city-established setbacks (Except the Natatorium which may only intrude into the south setback by no more than five (5) feet, or the Gymnasium which may intrude into the north setback by no more than sixty (60) feet). In such event, the School may make such city-required modifications to the Plans as may be necessary to comply with such governmental conditions or requirements. Changes to the Application made pursuant to this paragraph shall not be a breach of this Agreement by the School, and this Agreement shall remain in full force and effect. However any city-commission approved conditions that change this Agreement

12. Any and all notices, consents, offers, acceptances, or any other communications provided for herein shall be given in writing and shall be effective upon delivery as evidenced by a receipt executed by or for the party to whom such notice, consent, offer, acceptance or any other communication provided for herein is addressed; which delivery shall occur upon facsimile transmission, as evidenced by such facsimile transmission verification report; by registered email as evidenced by receipt or upon delivery by (i) certified or registered mail as evidenced by a return receipt executed by or for the party to whom such mail is addressed, or (ii) courier service, including, without limitation, United parcel Service, FedEx, Airborne Express, DHL, or U.S. Postal Service Express Mail, as evidenced by a receipt executed by or for the party to whom such courier package is addressed. Notices shall be given to the following, except where may be directed otherwise by the same means of notice as provided herein:

As to Association:

ANDREW DICKMAN, AICP, ESQ.
Law Offices of Andrew Dickman, P.A.
P.O. Box 771390
Naples FL 34107-1390

With a copy to Gables By The Sea Home Owners Association, Inc.
Carlos Santeiro, President
[Address Line 1]
[Address Line 2]
Coral Gables, FL 33156

As to School:

LAURA L. RUSSO, ESQ.
2655 Le Jeune Road
Suite 201
Coral Gables, Florida 33134

With a copy to Gulliver Schools, Inc.
c/o Jeffrey S. Bartel, Chairman and President

P.O. Box 771390
Naples FL 34107-1390

With a copy to Gables By The Sea Home Owners Association, Inc.
Carlos Santeiro, President
[Address Line 1]
[Address Line 2]
Coral Gables, FL 33156

As to School:

LAURA L. RUSSO, ESQ.
2655 Le Jeune Road
Suite 201
Coral Gables, Florida 33134

With a copy to Gulliver Schools, Inc.
c/o Jeffrey S. Bartel, Chairman and President
1155 San Remo Avenue, Penthouse
Coral Gables, FL 33143

13. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without the application of conflicts of law principles. All Parties acknowledge that they have either fully consulted with counsel or have had the opportunity to consult with counsel prior to the execution of this Agreement, and that they fully understand all of the terms of this Agreement, and that they fully understand all of the terms of this Agreement, and are entering into it voluntarily.
14. This Agreement shall inure to the benefit of the Parties hereto, their successors and assigns.
15. This Agreement may be executed by the Parties in counterpart originals (facsimile copies shall be considered as originals), in which event this Agreement will have the same force and effect as if it had been fully and simultaneously executed in a single original document.
16. The Agreement or any part of it shall be modified, changed, amended or released or terminated only by an instrument in writing executed by the Parties.

IN WITNESS WHEREOF, with full knowledge and comprehension the provisions of this Agreement; the Parties hereby execute the Agreement.

GULLIVER SCHOOLS, INC. (School):

Signature

Date

Print Name and Title

Witness

Name

Witness

Name

GABLES BY THE SEA HOMEOWNERS ASSOCIATION, INC. (Association):

Signature

Date

Print Name and Title

Witness

Name

Witness

Name

EXIHBIT “A”

The Property

Exhibit "A"

LEGAL DESCRIPTION:

PARCEL3

Lot 7, of AVACADO LAND COMPANY SUBDIVISION, located in the Southeast 1/4 of the Northeast 1/4 of Section 18, Township 55 South, Range 41 East, according to the plat thereof, recorded in Plat Book 2, at Page 44, of the Public Records of Miami-Dade County, Florida, less therefrom road right-of-way more particular described as follows:

The West 35 feet; the South 30 feet; the East 30 feet; that remaining portion lying Southwesterly of a circular curve concave Northeasterly having a radius of 25 feet, said circular curve being tangential to a line 35 feet Easterly of, and parallel to, the Westerly line of said Tract 7, and tangential to a line 30 feet Northerly of, and parallel to, the Southerly line of said Tract 7; and that remaining portion lying Southeasterly of a circular curve concave Northwesterly having a radius of 25 feet, said circular curve being tangential to a line 30 feet Westerly of, and parallel to, the Easterly line of said Tract 7, and tangential to a line 30 feet Northerly of, and parallel to, the Southerly line of said Tract 7; lying and being in Coral Gables, Miami-Dade County, Florida.

GULLIVER ACADEMY
12595 Red Road
Coral Gables, Florida

EXIHBIT “B”

Site Plan

EXIHBIT “C”

Alternative Access Drive Plans



SCALE: 1" = 40'-0"

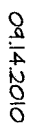


EXHIBIT “D”

Association Resolution

RESOLUTION

A RESOLUTION OF THE GABLES BY THE SEA
HOMEOWNERS ASSOCIATION, INC.
AUTHORIZING THE PRESIDENT TO SIGN THE
SETTLEMENT AGREEMENT WITH GULLIVER
SCHOOLS, INC., ON BEHALF OF THE
ASSOCIATION.

BE IT RESOLVED BY THE THE GABLES BY THE SEA HOMEOWNERS
ASSOCIATION, INC. BOARD OF DIRECTORS, AS FOLLOWS:

SECTION 1. That the Board of Directors of **The Gables
By The Sea Homeowners Association, Inc.** hereby authorizes
its president Carlos Santeiro to sign the settlement
agreement with Gulliver Schools, Inc. regarding Application
09-09-092-P dated September __, 2010.

SECTION 2. That the Board of Directors of **The Gables
By The Sea Homeowners Association, Inc.** hereby authorizes
its attorney Andrew W. J. Dickman, Esq. to appear before
the Planning and Zoning Board and the City Commission to
express the Association's support of Application 09-09-092-
P as modified by the settlement agreement with Gulliver
Schools, Inc. dated September __, 2010.

PASSED AND ADOPTED this ____ day of September 2010.

Carlos Santeiro, President

ATTEST:
