

CITY OF CORAL GABLES
PLANNING AND ZONING BOARD MEETING
VERBATIM TRANSCRIPT
CORAL GABLES CITY COMMISSION CHAMBERS
405 BILTMORE WAY, CORAL GABLES, FLORIDA
WEDNESDAY, AUGUST 11, 2010, 6:05 P.M.

Board Members Present:

Tom Korge, Chairman
Eibi Aizenstat, Vice-Chairman
Jack Coe
Jeffrey Flanagan
Pat Keon
Javier Salman

City Staff:

Eric Riel, Jr., Planning Director
Elizabeth M. Hernandez, City Attorney
Patrick G. Salerno, City Manager
Walter Carlson, Assistant Planning Director
Scot Bolyard, Planner
Martha Salazar-Blanco, Zoning Official
Maria Alberro Menendez, Assistant City Manager
Cynthia Birdsill, Economic Sustainability Director
Eli Gutierrez, Code Enforcement Lead

Also Participating:

Charles L. Siemon, Esq.
Siemon & Larsen
Special Counsel to the City.
Zeke Guilford, Esq.,
Guilford & Associates
On behalf of the University of Miami.
Jeffrey S. Bass, Esq.,
Shubin & Bass
On behalf of the University of Miami.
Donna E. Shalala,
President, University of Miami
Joe Natoli,
Senior Vice President for Business and
Finance and CFO, University of Miami
Janet Gavarrete, Associate Vice President of Campus
Planning and Development, University of Miami

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12 THEREUPON:

13 The following proceedings were had:

14 CHAIRMAN KORGE: We have a quorum, so let's
15 get started here. Call the roll, please.

16 MR. BOLYARD: Eibi Aizenstat?

17 MR. AIZENSTAT: Here.

18 MR. BOLYARD: Robert Behar?

19 Jack Coe?

20 MR. COE: Here.

21 MR. BOLYARD: Jeffrey Flanagan?

22 MR. FLANAGAN: Here.

23 MR. BOLYARD: Pat Keon?

24 Javier Salman?

25 Tom Korge?

1 CHAIRMAN KORGE: Here.

2 The first item on our agenda is approval of
3 minutes for the Board meetings of July 14th and
4 then July 21st. I'll take a motion on the
5 approval for July 14th minutes.

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

7 MR. AIZENSTAT: On the July 14th?

8 CHAIRMAN KORGE: July 14th.

9 MR. COE: You were here.

10 MR. AIZENSTAT: Second.

11 CHAIRMAN KORGE: Moved and seconded. Are
12 there any corrections, discussions, questions,
13 anything about these minutes?

14 Hearing none, we'll call the roll on
15 approval of the minutes of July 14th.

16 MR. BOLYARD: Jack Coe?

17 MR. COE: Yes.

18 MR. BOLYARD: Jeffrey Flanagan?

19 MR. FLANAGAN: Yes.

20 MR. BOLYARD: Javier Salman?

21 Eibi Aizenstat?

22 MR. AIZENSTAT: Yes.

23 MR. BOLYARD: Tom Korge?

24 CHAIRMAN KORGE: Yes.

25 I'll take a motion for approval of the

1 minutes of July 21st.

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

3 CHAIRMAN KORGE: Second, anybody?

4 MR. AIZENSTAT: I'll second that.

5 MR. COE: Were you here?

6 MR. AIZENSTAT: Yes.

7 CHAIRMAN KORGE: Moved and seconded. Any
8 discussion, questions, criticisms, anything?

9 Hearing none, we'll call the roll on that
10 motion.

11 MR. BOLYARD: Jack Coe?

12 MR. COE: Yes.

13 MR. BOLYARD: Jeffrey Flanagan?

14 MR. FLANAGAN: Yes.

15 MR. BOLYARD: Eibi Aizenstat?

16 MR. AIZENSTAT: Yes.

17 MR. BOLYARD: Tom Korge?

18 CHAIRMAN KORGE: Yes.

19 The next item on our agenda is
20 consideration of the University of Miami's
21 development order and agreement. I understand
22 that the City Manager is here and wants to
23 address us for a second.

24 MR. COE: Is he making the presentation --
25 You're making the presentation, Manager?

1 CITY MANAGER SALERNO: No, Jack. I think
2 there are some more qualified folks here that
3 can do that quite well.

4 Thank you, Mr. Chairman, Members of the
5 Planning and Zoning Board. Just a few opening
6 remarks this evening. Almost since the first
7 day on the job here in the City, I've been
8 working directly with the University on the
9 item before you tonight. I believe this matter
10 warranted my personal attention for several
11 reasons. Not only do I recognize the
12 importance of improving relations between the
13 City and the University, but also because of
14 the opportunity to make the University and this
15 community even greater.

16 Now is the time for this matter to be
17 brought forward. This development agreement
18 provides substantial economic value, both
19 tangible and intangible, for our residents.
20 People want to live in a university city, and
21 the benefits of this agreement will put the
22 University and the City on a common path.

23 The University will find it more desirable
24 to invest in our community, and in turn, that
25 will help the City in many different ways.

1 This agreement puts the University at the table
2 with us as partners in making this community a
3 better place to live, now and for future
4 generations.

5 Eric will introduce the item -- items
6 before you tonight. Charles Siemon, our
7 special counsel for such matters, will describe
8 the provisions of the agreement, which will be
9 followed by the University's presentation.

10 Thank you.

11 CHAIRMAN KORGE: Thank you, Mr. Manager.

12 (Thereupon, Javier Salman arrived.)

13 CHAIRMAN KORGE: For the record, Javier
14 Salman has arrived.

15 Eric, are you going to lead us in this?

16 MR. RIEL: Yes. Good evening, Board
17 Members. What you have before you this evening
18 is two agenda items. One is the University of
19 Miami Draft Development Agreement, and then an
20 associated Zoning Code text amendment, which
21 the text amendment basically increases the term
22 of a development agreement from 10 to 20 years,
23 which is consistent with Florida Statutes.

24 As you know, last month, the Board
25 recommended approval of transmittal of the

1 Comprehensive Plan amendments. The City
2 Commission also recommended transmittal to the
3 DCA for review. The Regional Planning Council
4 actually took a vote on it, and they found the
5 request is generally consistent with the
6 regional policy plan, and Staff has also been
7 in discussions with the DCA regarding, again,
8 only the Comp Plan amendment, the text and map,
9 so that's proceeding forward as we're
10 considering this evening's development
11 agreement.

12 This agreement that is before the Board
13 this evening is tentatively scheduled for the
14 Commission, depending on the Board's
15 recommendation, for September 14th. As
16 indicated in the Comprehensive Plan, when we
17 discussed it last month, all the items will
18 proceed to the Commission at one time, the
19 Comprehensive Plan text and map amendment, the
20 development agreement, and the Zoning Code text
21 amendment. The idea is that for all those,
22 those applications, to land before the City
23 Commission for their review.

24 The development agreement is before the
25 Board pursuant to the City Code provisions,

1 which are Section 3-1901, as well as Florida
2 Statutes, which allows local governments to
3 enter in agreements to encourage a stronger
4 commitment to comprehensive and capital
5 facilities planning, ensuring that provisions
6 for adequate public facilities for development
7 encourage efficient use of resources and reduce
8 the economic costs of the development.

9 In terms of notice that was provided, which
10 is standard for the Department, we typically
11 provide a thousand-foot notice. We provided,
12 on this application, which we also did on the
13 other application, a 1500-foot notice. We also
14 published two ads, which are required, pursuant
15 to statutes. All the information that's before
16 you this evening, the large binder, was put on
17 the web, so folks could easily retrieve it, and
18 also, 30 or more signs were posted on the
19 University property.

20 In addition, the University conducted an
21 additional neighborhood meeting, which was on
22 August 4th, and the summary of those
23 proceedings, as well as those who attended that
24 meeting, are included within your packet.

25 On the blue sheets in front of you, we

1 received -- These are the updated public
2 comments. This evening, we did receive five
3 additional comments, basically about five or 10
4 minutes ago. We'll enter those into the
5 record.

6 (Thereupon, Ms. Keon arrived.)

7 MR. RIEL: I just wanted to note one thing,
8 that the Board is considering this evening the
9 development agreement and the Zoning Code text
10 amendment. As you note, there's a number of
11 exhibits in the large package that was provided
12 to you. I wanted to note, and Mr. Siemon is
13 going to point this out in his presentation,
14 the proposed new UCD district, which was the
15 previous UMCAD district, is provided for your
16 information this evening. It's a document that
17 is a work-in-progress document, and will be
18 subject to future review by this Board, as well
19 as the Commission. So I just want to make sure
20 that that's understood by the Board.

21 CHAIRMAN KORGE: Just for the record, Pat
22 Keon has arrived.

23 MR. RIEL: That basically concludes my
24 presentation. I'll turn it over to Mr. Siemon.

25 MR. COE: Mr. Riel, I have a question or

1 two. I didn't get in my package a red-lined
2 version of this. Does one exist?

3 MR. RIEL: A red-lined version of Exhibit
4 D?

5 MR. COE: Yes.

6 MR. RIEL: I'm not sure, Mr. Siemon, if
7 you'd like to comment on that?

8 I mean, we have the existing UMCAD
9 provisions. I have a copy of those.

10 MR. COE: Is there a red-lined version?

11 MR. SIEMON: No. The text of the UCD is
12 fundamentally different from the existing UMCAD
13 district that's in the Code, so it would be
14 almost all red-lined.

15 CHAIRMAN KORGE: There's no existing
16 development agreement, as such; is that
17 correct?

18 MR. SIEMON: There is no existing
19 development agreement. There is an existing
20 UMCAD, the University --

21 CHAIRMAN KORGE: Right.

22 MR. SIEMON: -- of Miami District. That's
23 in the Zoning Code, and Exhibit D is a new
24 district, which we actually started four years
25 ago, and then suspended work on during the Code

1 upwrite -- rewrite, and it's now come back and
2 been modified and is now an attachment as an
3 exhibit, but as Eric said, your action on that
4 document will be separate. It is a future
5 executory action, that the City is required to
6 take final action on that before a certain date
7 in the development agreement. It's included as
8 an exhibit because it's an important part, but
9 it's still not finally resolved. There are a
10 number of matters that we're working on.

11 MR. COE: Well, maybe you could clarify.
12 I've read through all of this, and obviously
13 hurried; it would take me a month to do this in
14 any great detail. With the new UMCAD
15 provisions of the Zoning Code, this is a
16 work-in-progress.

17 MR. SIEMON: Right.

18 MR. COE: This is not final. So why is it
19 in front of us?

20 MR. SIEMON: It's not before you. It's in
21 a --

22 MR. COE: So that's completely not in our
23 purview tonight?

24 MR. SIEMON: That's correct. It's an
25 exhibit that will be in the development

1 agreement, but it will not be approved when the
2 development agreement is approved. It is
3 being -- will be approved, recommended --
4 reviewed and recommended by this body, and then
5 adopted by the City Commission in separate
6 proceedings. It is --

7 MR. AIZENSTAT: Will it come back to us?

8 MR. SIEMON: Yes, absolutely.

9 MR. COE: So it's just there to take up
10 room or informational or what?

11 MR. SIEMON: It's going to be -- It's going
12 to be an exhibit in the -- Ultimately, when the
13 development order agreement is adopted, it will
14 be an exhibit, and so the current draft of it
15 is in the exhibit for your information, so that
16 you know what the basic -- and I'm going to
17 describe the basic concepts today. I don't
18 think those basic concepts will change. But
19 the details may be modified as it goes through
20 the process.

21 MR. COE: Well, maybe you're going to tell
22 us, then, precisely what we are voting on
23 tonight.

24 MR. SIEMON: You would be voting to
25 recommend approval of the development

1 agreement --

2 MR. COE: Okay, but that --

3 MR. SIEMON: -- and a text amendment that
4 would modify the provisions of the development
5 agreement ordinance, the chapter in the Code
6 that treats it, to change the term from 10
7 years, which was the term authorized by Florida
8 law when that was adopted, to 20 years, which
9 is a subsequent amendment by the Legislature,
10 and you'll see that there are a number of
11 mutual obligations in this development
12 agreement that extend for a period of 20 years,
13 and that's why the amendment is to sustain the
14 obligations in a legally enforceable manner
15 over that entire term.

16 MR. SALMAN: So explain to me -- excuse me,
17 Charlie -- procedurally, what we're doing is,
18 we're approving an interim step? We're
19 approving to authorize creation of a new
20 development agreement?

21 MR. SIEMON: No, we're -- What's before you
22 tonight is a draft -- a development agreement.

23 MR. SALMAN: Uh-huh.

24 MR. SIEMON: And one of the exhibits to
25 that -- one of the obligations of that

1 development agreement is that the City will
2 take final action on a new zoning district, and
3 the current draft of that new zoning district
4 is included in this document, but it is still
5 not finally resolved, and it won't be resolved
6 until it goes through the legislative process,
7 coming here, as we did with every other
8 district, then going to the City Commission for
9 final adoption. The obligation in the
10 agreement is that the -- that the agreement --
11 that the ordinance will be -- the new district
12 will be adopted in substantially the form that
13 is the exhibit to the development agreement
14 when it's approved on the -- when it goes
15 before the City Commission.

16 MR. SALMAN: Okay.

17 MR. FLANAGAN: I think, at least from my
18 perspective, it would be nice to have
19 everything -- It seems like, if I even go back
20 to the Comp Plan process, we're being fed a
21 teaspoon here and a tablespoon there, and it
22 would have been nice if everything had been
23 presented in relative final form together,
24 because I feel like it's an approval of this
25 little piece here, and an approval of this

1 piece over here, and at the end of the day --
2 and Mr. Siemon and I talked at about five
3 o'clock, because, Jack, I asked the same
4 question about a red-lined version, and during
5 our discussion, my understanding is that there
6 is no -- and Charlie used the word digest,
7 which is nice. There's no compilation of all
8 of the changes that have occurred over the
9 years to the UMCAD amendments plus this, so
10 that it's some easy document to look at and
11 say, here's what's applicable, here's what's no
12 longer applicable. And unfortunately, that, I
13 guess, is not done yet. It would be nice to
14 have, so that it's kind of that clear road map
15 as to, where did we start, what's been changed,
16 and where are we today, but my understanding
17 is, it's not done yet, or something along those
18 lines is not there yet.

19 MR. SIEMON: There is no change to the
20 approved UMCAD, which will become the Campus
21 Master Plan under the new district. There are
22 no changes. That document, that set of
23 approvals, which are a collection of
24 amendments, starting with the 1992 creation of
25 the district and a series of amendments in

1 various years -- the dates are set out,
2 actually, in the preamble to the development
3 agreement -- that is not being amended in this
4 action, either in the adoption of the zoning
5 ordinance or when it's ultimately adopted for
6 this development agreement.

7 Your words, Board Member Flanagan, were
8 "substantially completed." The zoning district
9 is substantially completed. There are some
10 legal descriptions that are being worked out.
11 There is a graphic, for example, in the UMCAD
12 approval about heights and where they're
13 permitted, and it's always been a problem of
14 reading it and -- We have translated that into
15 a textual treatment of setbacks and height and
16 how they vary over distance. There's some
17 legal descriptions that haven't been finished
18 for some of those frontages. But the substance
19 of it, I don't believe, will be modified before
20 it's actually considered by you for review and
21 recommendation for adoption. I believe that
22 the basic concepts and the provisions are set,
23 and have been set for some time.

24 CHAIRMAN KORGE: You're saying, we're not
25 bound by something we haven't seen yet?

1 MR. COE: I don't know about that.

2 CHAIRMAN KORGE: So that when we approve
3 this agreement, we're approving this under the
4 existing UMCAD. There may be other changes to
5 that UMCAD. When those changes occur, they go
6 back through the process, like everything else.
7 You anticipate there will be more changes
8 coming in soon, whether they're minor or major?

9 MR. SIEMON: Not to UMCAD, just to the UCD.
10 If you look in your tab, the Exhibit D is a
11 draft development ordinance -- district. And
12 there are some minor changes to descriptions
13 and -- but this is a proposed replacement
14 zoning district. And when you recommend it
15 forward, you're not adopting this; you are
16 approving a development agreement that one of
17 the conditions would be that that district be
18 acted on by the City Commission, on or before
19 December 1st of this year. That's what the
20 development agreement obligation was.

21 When we started out on this development
22 agreement, that date for performance was going
23 to be in 2012, the new zoning ordinance; the
24 existing UMCAD was going to remain, and it has
25 been gradually moved up, as we have resolved

1 issues, to where it's now, the administration
2 is prepared to commit having it, if it's
3 complete enough to start the legislative
4 process, and it is a legislative process to
5 consider that, but it's not before you tonight.
6 The contemplation is that as the development
7 agreement -- if the development agreement is
8 approved, which this consideration of it is an
9 obligation, then it will go through the process
10 and be adopted in the ordinary legislative --
11 and if it's not adopted, in compliance,
12 substantial compliance, as the draft of the
13 development agreement says, then that element
14 hasn't been performed and that is a -- that's
15 an enforcement --

16 CHAIRMAN KORGE: And what happens if it
17 hasn't been performed?

18 MR. SIEMON: The University would have some
19 rights not to have the development agreement
20 become effective, if they're not satisfied with
21 the development ordinance.

22 CHAIRMAN KORGE: Okay, so it's
23 contingent -- effectively contingent on
24 adopting that --

25 MR. SIEMON: There are all kinds of

1 obligations. Some of them --

2 CHAIRMAN KORGE: I saw that.

3 MR. SIEMON: -- are executory, in the
4 future.

5 MR. COE: Mr. Chairman, can I ask Mr.
6 Siemon another question?

7 I'm still troubled. Now, the development
8 agreement, this blue document, is stamped on
9 every single page, "Draft." So we're voting on
10 this, though, right?

11 MR. SIEMON: Yes.

12 MR. COE: Why are we voting on a draft?

13 MR. SIEMON: Because until it's adopted,
14 that's what it is.

15 CHAIRMAN KORGE: Right.

16 MR. COE: Well, no, it's a proposal.

17 MR. SIEMON: Well --

18 MR. COE: It's not a draft. There's a big
19 difference between a proposal that's in front
20 of this Board --

21 MR. SIEMON: This is a --

22 MR. COE: -- for consideration --

23 MR. SIEMON: This is a proposal.

24 MR. COE: -- and then something that's
25 stamped, on every single page, "Draft." That

1 means, to me, that this is something that was
2 just stuck together recently, and go think
3 about it. I'm getting the sense that some of
4 this is kind of premature.

5 MR. SIEMON: Well --

6 MR. COE: Maybe we should have had a
7 workshop on this, a week or so ago.

8 MR. SIEMON: It's not -- I do not believe
9 it's premature. It's an agreement which has
10 been negotiated. It is a -- It is proposed.
11 It's recommended for your review and
12 recommendation.

13 CHAIRMAN KORGE: And it has -- I think what
14 you're trying to say is that this is the deal,
15 we can approve it or not, and move it on to the
16 Commission. There are certain contingencies in
17 here that will have to be met in the future,
18 and one of those contingencies is the changes
19 on the UCD you were referring to, that are
20 already incorporated in here, but may not be
21 adopted. They may not get through the process
22 and we may reject it, which bounces this back
23 from a binding agreement to no agreement
24 because the contingency wasn't met.

25 MR. COE: I -- Mr. Chairman, I have sat on

1 this Board since 1993, for approximately 12 to
2 13 years. This is the first time I've ever
3 been presented to vote on something that has
4 stamped on every single page, "Draft." I'm
5 amazed.

6 MS. KEON: Can I get --

7 CHAIRMAN KORGE: Yeah, Pat.

8 MS. KEON: Liz?

9 MS. HERNANDEZ: Yes.

10 MS. KEON: What's the difference between a
11 document that comes before us that is a draft,
12 as opposed to a document that comes before us
13 in its final form, that is a proposal?

14 MS. HERNANDEZ: Well, if Mr. Siemon is
15 representing that this is the final document --
16 obviously, if there's, you know, typos or minor
17 grammatical changes, then, you know, those will
18 be made, but no material changes will be made
19 between what you recommend and what goes to the
20 City Commission, because what you're
21 recommending is the document you have here
22 before you. So it should not change --

23 MS. KEON: Okay, but --

24 MS. HERNANDEZ: -- in any material respect.

25 MS. KEON: But a document stamped as a

1 draft --

2 MS. HERNANDEZ: Uh-huh.

3 MS. KEON: -- is the same thing as a
4 document in its final form?

5 MS. HERNANDEZ: I believe so. I'm
6 believing what Mr. Siemon is saying is that,
7 you know, there's just -- there may be some
8 minor, you know --

9 MS. KEON: I'm not a --

10 MS. HERNANDEZ: -- grammatical --

11 MS. KEON: -- but it was my understanding
12 that a document labeled as a draft --

13 MS. HERNANDEZ: Is just a draft?

14 MS. KEON: -- is just a draft, yes.

15 MS. HERNANDEZ: Yes.

16 CHAIRMAN KORGE: Well, I don't --

17 MS. KEON: And it doesn't --

18 MS. HERNANDEZ: But I think we can rely on
19 our special counsel, who is representing to
20 this Board that this is the document that will
21 go to the City Commission, despite the fact
22 that it's marked "Draft." I think that's
23 what --

24 Charlie, I believe that's what you're
25 saying?

1 MR. SIEMON: That is -- This document has
2 been presented to you for your review and
3 recommendation to the City Commission.

4 MR. AIZENSTAT: So you're going to take
5 away "Draft" from it and do the corrections and
6 the spelling or --

7 MS. HERNANDEZ: Well, yeah, there's a
8 couple of typos here and there.

9 MR. AIZENSTAT: And then --

10 MR. SIEMON: Absolutely.

11 MR. AIZENSTAT: Or whatever changes we may
12 have, and that's what will be presented?

13 MR. SIEMON: That's correct.

14 MR. AIZENSTAT: Is that correct?

15 MS. KEON: And some document drafts have
16 said a document stamped as a draft wasn't --
17 isn't -- wasn't binding?

18 CHAIRMAN KORGE: That doesn't matter. It
19 really doesn't matter.

20 MS. KEON: It makes no difference?

21 MR. SIEMON: It has no legal significance.
22 It's your action that's --

23 CHAIRMAN KORGE: We're going to act on this
24 document. Whether it says "Draft" on it,
25 "Proposed," or it's just plain white paper,

1 we're going to act on this. If we have any
2 changes to this, those changes, if the City
3 accepts them, become part of the agreement that
4 goes to the Commission, and the Commission
5 votes and it can do whatever it wants on this.
6 And as I understand the point that we started
7 with, it's that there are certain future
8 actions to be taken, that are effectively
9 contingencies, that we haven't -- that will
10 come back before us again, especially the UCD
11 item that you had referred to --

12 MS. KEON: This is also marked --

13 CHAIRMAN KORGE: It seems pretty
14 straightforward to me.

15 MS. KEON: This is a draft, also.

16 CHAIRMAN KORGE: What's that?

17 MS. KEON: This UCD.

18 MS. HERNANDEZ: That's Exhibit D?

19 MS. KEON: Yes.

20 MS. HERNANDEZ: But I think Mr. Siemon has
21 indicated that that will be coming back later.
22 This is just an example of the latest draft on
23 that document, which I believe you haven't
24 completed, correct? Or is that -- Isn't that
25 what you're saying?

1 MR. SIEMON: It is complete.

2 MS. HERNANDEZ: It is complete? Okay.

3 MR. SIEMON: But there are some
4 clarifications, in terms of describing the
5 precise boundaries of the buffer and the
6 transition area.

7 CHAIRMAN KORGE: Right. Now, doesn't
8 the -- I don't remember off the top of my head,
9 but on this Exhibit D, didn't the agreement say
10 that this is an item that has to be pushed
11 through the system by a certain date in the
12 future? So, obviously, we're not approving it
13 at this time. It's a condition of the
14 agreement, but it's not approved at this time,
15 because it has to go through a legal process
16 and is subject to comment, change or whatever.
17 Right?

18 MR. SIEMON: That's correct.

19 CHAIRMAN KORGE: So are we ready to start
20 with the applicant's presentation?

21 MR. AIZENSTAT: Are you finished with
22 your -- Mr. Siemon, are you finished with your
23 presentation?

24 MR. SIEMON: No.

25 CHAIRMAN KORGE: No, I --

1 MS. KEON: He hasn't started.

2 MR. COE: I don't think he's started.

3 CHAIRMAN KORGE: Go ahead.

4 MS. KEON: He hasn't started.

5 MS. HERNANDEZ: No one has given him a
6 chance --

7 CHAIRMAN KORGE: He hasn't started.

8 MS. HERNANDEZ: He hasn't even said his
9 name yet.

10 MS. KEON: He hasn't started yet.

11 MR. AIZENSTAT: I just want it to be
12 clear --

13 MR. COE: I don't think he's started yet.
14 We kind of pounced on him, so --

15 CHAIRMAN KORGE: Let's go.

16 MR. SIEMON: My name is Charles Siemon. I
17 am special counsel to the City.

18 CHAIRMAN KORGE: Maybe -- maybe we can hold
19 the rest of the questions until after he makes
20 his presentation.

21 MS. HERNANDEZ: And gives us his address
22 and phone number.

23 MR. SIEMON: I'm here to present to you an
24 overview of the development agreement, and I'm
25 going to emphasize the substantive points that

1 I think are relative to your jurisdiction. I'm
2 going to identify everything, but I'm not going
3 to go through the legal boilerplate and stop on
4 every paragraph.

5 And the first thing I'd like to do, to
6 start, is just list the things which I'm going
7 to discuss for you. The first is -- or is
8 going to be presented to you. The first is
9 some University programs of benefit to the City
10 and its residents; land use intensities -- land
11 uses and intensities of uses, which is a
12 fundamental land use part of the development
13 agreement; some provisions on student
14 enrollment and some reporting requirements, and
15 some mitigation requirements. It refers to the
16 amendments to the Comprehensive Plan. I'm just
17 going to -- I'm not going to go back through
18 that, but it's been here.

19 I'm going to address the fundamental
20 elements of the new UMCAD -- the new University
21 Campus District, which is one of the
22 obligations. There's a provision that governs
23 limitations on on-campus and off-campus uses, a
24 subject of considerable discussion
25 historically; some modifications to some of the

1 existing restrictions on the BankUnited Center,
2 both in terms of -- which are the subject of an
3 existing pending UMCAD amendment that's never
4 been acted on. I believe they're 2009, or two
5 thousand --

6 MR. RIEL: Seven.

7 MR. SIEMON: -- seven. There are a series
8 of University programs and benefits. My slide
9 shows it. It involves an annual meeting; a
10 Gables Fellow Program; an internship program; a
11 Coral Gables Lecture Series; a University
12 Performance and Concert Series for the City;
13 Ponce Beautification Improvements; a "Meet the
14 Docs" Health Care Program; certain Consulting
15 Services; and a Hurricane Athletics Ticket
16 Program. The University will explain those
17 programs to you, but I want to -- I'll skip
18 over the statement of intent. The Manager has
19 largely said it, but the purpose is to
20 establish a new and stronger relationship,
21 going forward, with the University, and to use
22 this development agreement as a basis for
23 addressing a comprehensive set of issues,
24 including a number of things, including some
25 long-term consideration for the City.

1 Student enrollment. There are basically
2 three elements. There's a procedure for
3 reporting a growth in the student enrollment.
4 If student enrollment reaches 12,000 -- Oh, I
5 have to do this?

6 MR. BOLYARD: Yeah.

7 MR. SIEMON: All right.

8 MR. AIZENSTAT: It's part of the budget
9 cuts.

10 MR. SIEMON: Okay, yeah.

11 The physical structures are controlled by
12 UMCAD 2006, as approved in 2007. But this
13 provision requires a reporting process if the
14 enrollment increases. If enrollment reaches
15 12,000 students, they have an obligation to
16 provide a report, an analysis, and a
17 determination whether there are any net new
18 traffic impacts that result from that,
19 notwithstanding all the considerations of the
20 obligations of the UMCAD and the improvements
21 that go along with that, and the regional
22 traffic study, which was considered --
23 continued -- completed in 2009, and I think the
24 next one will be in 2014. There's also an
25 obligation in the existing UMCAD for every

1 200,000 square feet that's constructed on,
2 there has to be a true-up of the impacts, but
3 this is an additional, if you get to 12 -- if
4 you go to 12,000, you have to do the traffic.
5 If you go to -- if it reaches 13,000, then
6 there's got to be an amendment to the
7 development agreement and mitigation of any
8 impacts, any additional impacts that have not
9 previously been approved -- considered and
10 approved.

11 Land uses and intensity of uses, Paragraph
12 14. The historical uses have been very open to
13 interpretation, and so this provision sets out,
14 in detail, the leases -- uses that are
15 permitted. It has a comprehensive -- instead
16 of general -- I'm sorry, instead of general
17 categories, it has specific uses, and then
18 there is an express limitation on uses that can
19 be permitted in what's called the University
20 Multi-Use Area only. That's the area along
21 Ponce, which has previously been open to some
22 debate as to whether those ancillary uses could
23 be permitted in other areas. And I want to
24 emphasize that it expressly provides that the
25 existing height restrictions in the existing

1 UMCAD are preserved and continued as a part of
2 this development agreement. That's been a
3 subject of some considerable concern,
4 historically.

5 You know about the Comprehensive Plan
6 amendments. They were previously reviewed by
7 you. They are at DCA. We've received a letter
8 that they are going to take the full 60 days to
9 review it. We had suggested they didn't need
10 it to review, but they were unable to get their
11 review completed, so they've given that.

12 The next -- as we get into the Zoning Code
13 amendment, and again, I'm going to hit what I
14 think are really the -- the really important
15 elements. First, it divides the campus into a
16 series of areas, and the first is a 75-foot
17 buffer area along the residential area and
18 along the north side of the campus, and then
19 behind it, a 225-foot transition area, along
20 the buffer. The importance of these is that
21 there is a use chart which specifies the nature
22 of the process, where they're permitted and
23 where -- what kind of process they're required
24 to be approved, so that a use may be permitted
25 as of right in the campus core, but is

1 prohibited in the buffer, and is subject to a
2 major conditional use in the transition area.

3 That is something that we have not had,
4 historically, before. Those things, setbacks,
5 what use is appropriate in what location within
6 the campus, has always been a subject of
7 considerable conversation during the UMCAD
8 approval process, and it's been dealt with on a
9 case-by-case and not always on a consistent
10 basis. So we have -- a fundamental part of
11 this is that uses are no longer -- everything's
12 available in the bucket, and you go after it.
13 There's specific areas and specific procedures
14 and processes and standards that have to be met
15 for that to go forward.

16 It also reflects the University Village,
17 which is an existing area you know about,
18 there's no change in regard to that, and then a
19 modification to what used to be known as the
20 North-South Development Area. It has now
21 become the University Multi-Use Area, and much
22 more explicit.

23 The graphic that you see shows the buffer
24 is 75 feet. The transition area is 225 feet.
25 So you have a total of 300 feet, a football

1 field, basically, away, before you get to the
2 core, away from the single-family neighborhoods
3 on the north side. And then you see the
4 University Multi-Use Area, which is on the
5 south, which is where those ancillary uses that
6 have always been talked about, haven't yet been
7 planned, but are anticipated, and there are
8 some additional uses which have been added to
9 this, including some health care facilities
10 that might be located, open to the general
11 public, as well as to the University, that
12 would be in that University Multi-Use Area.

13 There is a significant amount -- an
14 additional flexibility for amendments within
15 the campus core, and I want to emphasize
16 amendments. Right now, there are limitations
17 on what can be amended without going through
18 the process, and oftentimes a building needs to
19 be -- is proposed to be moved, it's been
20 designed in a way so there's a new wing that
21 goes in a new direction, and it doesn't change
22 the size of the land, it doesn't change the
23 roads, but it has to go back all the way
24 through the process, and so there's been an
25 interest, for as long as I've been involved, in

1 allowing those things to be administratively
2 modified, and then an annual report that gives
3 you the results of that, what it looks like at
4 the end of the year, so that we have, keeping
5 up-to-date, the Master Plan and what it looks
6 like at the end of each year for these
7 administrative approvals.

8 Other approvals, changes, additions,
9 increases in intensities, new uses, et cetera,
10 are approved depending on whether it's an "X,"
11 not permitted, it is a "P," which is permitted,
12 and that would be administrative, or "C," which
13 requires City Commission action after a public
14 hearing. And those are done, not on a general
15 basis, but on a use-by-use basis, and then
16 according to the area. So very little is
17 permitted in the buffer; there are more things
18 that are permitted, but not too many, as a
19 matter of right, in the transition; and there's
20 lots of things that require a conditional use.

21 There is an example of the use chart.
22 Unfortunately, you can't see it, but each of
23 the areas, the buffer area, the transition, the
24 core, the University Village, and the
25 University Multi-Use zone, and then there are

1 codes that say, that's a conditional use in the
2 transition area, that's prohibited in the
3 buffer area, it's permitted by administrative
4 approval in the Multi-Use zone.

5 The BankUnited Center, I mentioned before,
6 would -- the development agreement would
7 authorize the increase in the approved seats,
8 maximum approved seats, to 9,830, over the
9 existing number, which is mid seven
10 thousands -- 7,000, I think. It doesn't
11 involve any change in the building. It was
12 originally discussed, the space was left -- was
13 installed in the building, for the installation
14 of those seats, but they hadn't been approved.
15 And then, authorization for alcoholic
16 beverages, pursuant to a 2COP, beer and wine
17 license. Those are amendments that have been
18 requested for some time. They have agreed,
19 when those additional seats are added, that
20 they will provide to the City for
21 distribution -- provide to the citizens of the
22 community a minimum of \$20,000 worth of tickets
23 to events there, at no charge.

24 There are a number of uses which are
25 allowed, under this development agreement,

1 outside of the campus, but only on a temporary
2 basis, and all academic activities and uses are
3 limited to the UM campus. It does allow
4 temporary conferences, symposia and the like,
5 up to a maximum of 14 days, unless a greater
6 period is approved for -- by the City Manager,
7 and it also allows for temporary use of
8 off-campus facilities during the construction
9 or reconstruction of a building. So, if there
10 is a building used for office purposes on
11 campus, and they tear it down and rebuild it,
12 they can occupy -- They have to give the City
13 notice. They can occupy it in an office
14 zoned -- office building, in an office
15 district, for a period not to exceed three
16 years, unless approved by the City Manager, and
17 this is to accommodate the redevelopment
18 activity that's anticipated going forward on
19 the campus.

20 The next is the internal road. The
21 internal road had two deadlines, 2010 and 2012,
22 or, if certain buildings were to pull permits
23 or ask for certificates of occupancy, it would
24 have to be completed by those events. Those
25 buildings have not proceeded. The impacts that

1 were anticipated for them and to which they
2 were linked in the UMCAD approval in 2007,
3 their anticipated schedule is that it will be
4 perhaps as many as five years before they get
5 to that point. The agreement provides that the
6 first phase would be continued to 2015, or if
7 those buildings that it's linked to are
8 triggered, either the permitting or the
9 occupancy requirements, by those dates, so if
10 actually the buildings go forward before 2015,
11 that deadline will -- still continues to run
12 with that building condition, and then Phase 2
13 in 2017. But again, if the buildings that were
14 linked to that improvement are built prior to
15 or have CO requirements, whichever they're --
16 it varies in the UMCAD, existing UMCAD
17 approval -- that circumstance continues to
18 apply, and so the 2015 and 2017 are in any
19 event, they have to be completed by those
20 dates.

21 The development agreement requires a
22 mobility plan, and that mobility plan is to
23 implement a variety of programs to promote
24 alternative use of modes of transportation,
25 strategies like, you know, how they've

1 prohibited freshman parking. They've done a
2 lot of things that are -- have had a
3 significant impact on some of their trip
4 generation, internalizing those trips, but
5 they're not all subject to UMCAD approvals.
6 They're things they've done. This mobility
7 plan will pull them all together, and then when
8 approved, will become an obligation of the
9 ordinance and require them to implement it
10 throughout the term of this agreement. And
11 that is one of the implementation programs that
12 will marry with the amendment that eliminate --
13 removed them from the GRID, in the
14 Comprehensive Plan that is proceeding.

15 Conveyance of City property. There's some
16 internal roads within the campus that have been
17 owned by the City, but basically are used by
18 the University, and the waterways that are
19 completely surrounded, and then there's a third
20 parcel, which is a fire station, which the
21 University donated to the -- conveyed to the
22 City for the construction of a fire station,
23 for a fire station only, with a reverter if
24 they -- we didn't -- the City didn't build a
25 fire station, and so this agreement calls for

1 the return of those properties, the conveyance
2 of those properties. There are various
3 different procedures that have to be complied
4 with, in order for that to include, but that is
5 a part of the transaction that is proposed in
6 the development agreement and relates directly
7 to some of the value, some of the consideration
8 that's -- The graphics show where the road --
9 the streets to be vacated, the waterways to be
10 conveyed, and finally, the fire station site,
11 where it is located.

12 Paragraph 25 provides for mitigation,
13 consideration and mitigation for the agreement.
14 And basically, it's a payment of 22 million
15 dollars, the sum of 22 million dollars to be
16 paid over the 20 years of the life. The
17 schedule is actually front-end loaded to some
18 degree, and ends up with base payments of over
19 a million dollars every year throughout the
20 life of the payment. It preserves explicitly
21 the City's right to impose mitigation for any
22 net new traffic impacts and preserves the
23 City's right to apply its fees and impact fees,
24 et cetera, as they would to any other property.
25 So this mitigation, which is the 22 million

1 dollars, is above and beyond any of the
2 existing regulatory obligations or prior UMCAD
3 obligations, and is not a credit against any of
4 those future obligations. It explicitly
5 addresses those subjects.

6 It recognizes, in Paragraph 28, the
7 existing UMCAD 2006 as amended, as the Campus
8 Master Plan, and preserves all the existing
9 2006 approvals and obligations under those
10 approvals. So, as I said earlier, when we were
11 talking about the changes to the UMCAD, as it
12 stands today, which is being administered by
13 the City on a daily basis as the University
14 comes in for permits, is, that UMCAD is not
15 being changed. It's simply being incorporated,
16 and that incorporation process will be -- the
17 housekeeping for what is the current approval
18 will be improved by bringing the --
19 consolidating all those documents into a single
20 Master Plan document.

21 Those are the -- and then finally, default
22 and enforcement. There are monetary
23 obligations that are very important to this
24 agreement, and there are very detailed
25 performance -- default provisions in the event

1 that the University should not meet those
2 financial obligations, and basically, they have
3 15 days to cure. If they object, believe that
4 it's not due because of some default on behalf
5 of the City, they're obligated to pay anyway.
6 They can pay under protest and then resolve the
7 dispute as to whether or not the City is in
8 default in any way for its obligations.

9 It also provides that if there are certain
10 approvals that are required, a Comp Plan
11 approval, the new zoning district, the
12 conveyance of some of the lands -- if those
13 things don't happen, their obligation to make
14 an annual payment is suspended until those
15 obligations are completed. So, if more work
16 has to be done on something, the default
17 enforcement proceeding in that circumstance is
18 that the obligation to pay is suspended.

19 And those are the high points of the
20 substance of this agreement which is before
21 you. And I would like to ask the University to
22 come up and discuss the benefit programs which
23 are outset --

24 MR. COE: Mr. Chairman, before the
25 University makes its presentation, I just have

1 a couple of questions about the presentation,
2 so maybe you can clarify something. Let's get
3 back to the BankUnited Center.

4 MR. SIEMON: Uh-huh.

5 MR. COE: That's girls' basketball, boys'
6 basketball, when we mean basketball, right?
7 That's what it's being used for today, and it
8 currently has 8,000 seats. Is that -- That's
9 correct, right?

10 MR. AIZENSTAT: It's a little less than
11 8,000.

12 MR. COE: Maybe 7900, something like that?
13 And that's going to be increased to --

14 MR. SIEMON: I believe it's 7800.

15 MR. COE: Yeah. That's going to be
16 increased to 9830. That's about a 25 percent
17 increase. Is that designed for basketball or
18 for other activities? Do you know?

19 MR. SIEMON: I would ask that you direct
20 that question at the University. There has
21 been discussion of a variety of programming
22 that's been --

23 CHAIRMAN KORGE: Can I make a suggestion?
24 Why don't we have the University make the
25 presentation that it's going to make, and then

1 we'll get all the questions, and whoever --

2 MR. COE: I was just seeing what Charlie
3 knew or didn't know, so -- and maybe Charlie
4 can clarify something else. Right now, the
5 University does not have any liquor license of
6 any kind for this -- for the BankUnited Center,
7 correct? There's no liquor license on the
8 premises?

9 MR. AIZENSTAT: See, Charlie doesn't know.

10 MR. COE: Oh, he doesn't know that, either.
11 Okay. Well, you brought up the BankUnited, and
12 I just presumed that you had --

13 CHAIRMAN KORGE: Well, why don't we let
14 them make their presentation?

15 MR. COE: Well, if he doesn't know, that's
16 fine. I mean, he went through that --

17 CHAIRMAN KORGE: Jack -- Jack --

18 MR. COE: -- and I -- you know.

19 CHAIRMAN KORGE: Why don't we let them make
20 the presentation, and then we can present --

21 MR. COE: Fine, fine.

22 CHAIRMAN KORGE: Whoever can answer will
23 step up.

24 MR. COE: Fine, fine. That's fine. I will
25 reserve any further questions until -- maybe

1 we'll get the right person.

2 MR. GUILFORD: Good evening, Mr. Chairman,
3 Members of the Board. For the record, my name
4 is Zeke Guilford, with offices at 2222 Ponce de
5 Leon Boulevard. It gives me great pleasure to
6 be here on behalf of the University of Miami.

7 Before we begin, what I'd like to do is
8 introduce some of the people that are here with
9 us this evening. From the Board of Trustees,
10 Ambassador Chuck Cobb, Arthur Hertz, Manny
11 Cadre, former trustee Greg Cesarano.

12 We also have with us the president of the
13 University, Ms. Donna Shalala, as well as
14 Mr. Joe Natoli, who is the senior
15 vice-president and CFO.

16 What I'd like to do this evening, Mr.
17 Chairman, is actually have the president, Donna
18 Shalala, come forward and say a couple words --
19 she always has a way of setting a tone for a
20 meeting -- and then after that, have Mr. Jeff
21 Bass, my colleague, come forward and give you
22 the other part of the presentation. Ours is
23 going to be relatively short. We believe
24 Staff, Eric and Charlie, and all of Staff has
25 done a wonderful job in putting on the

1 presentation. So we're only going to cover one
2 part of it.

3 So, that being said, I'd like to turn it
4 over to President Shalala.

5 PRESIDENT SHALALA: Thank you very much.

6 Thank you very much. This is as important
7 a proposal as the University of Miami, in its
8 long history, has ever brought to the City of
9 Coral Gables. That's how important it is.
10 It's more important today, because we need the
11 certainty of knowing what we can and can't do,
12 as opposed to the current ad hoc process that
13 we constantly are going through, because of the
14 financial limitations on every institution.

15 We are an important economic, social,
16 cultural institution, athletic institution, not
17 only for Coral Gables, but obviously for all of
18 Miami, and our ability to plan, to make
19 decisions, to solicit donors, to be able to
20 assure those donors that when they give a gift,
21 we're able to do what they and we would like to
22 do, control over our own destiny, within the
23 confines of making significant contributions to
24 the people of Coral Gables, and improving the
25 quality of life in our own community, is

1 absolutely critical. I can't emphasize the
2 certainty that this will give us.

3 It doesn't mean that we avoid processes,
4 political processes, for a number of different
5 kinds of decisions that have to take place, but
6 it gives us a framework in which those are
7 going to be made and much more certainty about
8 our future, whether it's how we can use the
9 BankUnited Center -- I should point out that
10 while neither of our basketball teams are
11 filling it at the moment, the Dalai Lama is
12 arriving in October, and I can assure you, he
13 will fill it with people from our community,
14 both from Coral Gables, as well as from the
15 University community.

16 The University has just moved into the top
17 ranks, barely moved into the top ranks, of
18 American universities, into the top 50. To
19 stay there, but more importantly, to get really
20 better, to become one of the great universities
21 not only of this country, but of the world, we
22 have a plan. That plan requires that we work
23 in partnership with Coral Gables and that Coral
24 Gables gives us the kind of outline for our
25 future that we believe this development

1 agreement will give us.

2 This is all about quality. For the people
3 of Coral Gables, it's about quality; it's about
4 the most important economic and social
5 investment the people have, the University of
6 Miami. But I can't emphasize enough that this
7 is about our ability to get better and to make
8 certain, at the same time, that it's not done
9 at the expense of our neighbors, and therefore,
10 we're prepared to make a substantial economic
11 investment, which for us is a substantial
12 sacrifice, because it's resources that we would
13 not be able to use for other purposes.

14 So I thank you for your serious
15 consideration. I want to thank the Manager,
16 the Planning Director, and all the lawyers that
17 have worked on this, as well as our leadership,
18 led by Joe Natoli.

19 I do want to acknowledge that Pat Whitely,
20 the vice-president for student affairs, is
21 here, as well, because our students have also
22 very much been part of this process. And of
23 course, our trustee leadership is here, all of
24 whom, as I do, live in Coral Gables, and are
25 very anxious that we make this investment, on

1 behalf not only of the University, but more
2 importantly, the people of our community.

3 Thank you very much.

4 MR. BASS: Mr. Chairman, Members of the
5 Board, Jeffrey Bass is my name, 46 Southwest
6 1st Street is my address, and it's my privilege
7 this evening to be representing the University.

8 I'm going to keep my remarks very, very
9 brief. And I tried to come up with a way to
10 summarize where we are, where we've been, and
11 where we're going, and the way that I can say
12 it is like this: We're married. We have been
13 married. We will always be married. And we're
14 here today to sort of reaffirm those vows and
15 plot a course for how we're going to deal with
16 each other during the next 20-year term
17 together. That's really what a development
18 agreement is. It's sort of a 20-year pact to
19 how we're going to relate to each other, and
20 we're going to try and hope that, you know,
21 with this reaffirmation, we're going to do
22 better, individually and collectively, as we
23 relate to each other, with respect to our
24 campus.

25 A few things -- I've done this before; I

1 want to do it again. Let me just state on the
2 record, to maximize your comfort, you are
3 taking no action with respect to the Zoning
4 Code piece of this, this evening. So I just
5 want to make sure that that's very clear. It
6 was a comfort that I had given to you within
7 the context of the Comprehensive Plan
8 amendment, that that mere action of transmittal
9 did not vest any right with respect to the Comp
10 Plan amendment. Your approval of the
11 development agreement this evening vests no
12 right with respect to the exhibits, each of
13 which will require its own separate process,
14 and while I'm very sensitive to the comments
15 made by Board Member Flanagan, and to all of
16 you, with looking at these very important
17 pieces separately, imagine what a meeting would
18 be like if all of these were brought before you
19 for your full, detailed and final
20 consideration, and so we're on the horns of a
21 dilemma in that respect, a practical,
22 logistical dilemma: Do we flood you with so
23 much information and dominate all of your
24 agendas, or do we come forward with an orderly
25 fashion, piece by piece, telling you where

1 we're been and where we're going, and that's
2 the course that we elected.

3 And let me, then, again state the very
4 obvious fact that we're under no obligation to
5 have a development agreement with you, nor are
6 you under an obligation to enter into a
7 development agreement with us. And so this
8 really is a monumental day, in terms of the
9 interrelationship between the two institutions,
10 and needless to say, we are ecstatic about the
11 possibility of finalizing this thing, which
12 we've been working on for some time.

13 I'm not going to repeat the points that
14 Mr. Siemon made. I want to highlight for you
15 some of the innovative and exciting elements of
16 community enrichment that form a vital part of
17 the agreement and walk you through them, very,
18 very briefly.

19 There are a series of programs that we are
20 ushering in with this development agreement,
21 and I'd like to highlight them for you, very,
22 very briefly, the first of which is what we
23 call the Gables Fellows Program, and the Gables
24 Fellows Program is a very innovative and
25 exciting program, to make available, to

1 students with a demonstrated commitment to
2 public service, an opportunity to work through
3 our soon-to-be-formed Center for Civic
4 Engagement, with leadership from the University
5 and with leadership from the City, to give
6 students an opportunity, hopefully, to
7 distinguish themselves and hopefully, perhaps,
8 to come and work for the City of Coral Gables
9 when they graduate. It's an opportunity for us
10 to attract and showcase for you our best and
11 brightest with an interest in public
12 administration. And it's a program that will
13 be administered by us to our mutual advantage
14 by having two interns, one each semester, work
15 through the City and shadow various department
16 heads or City leaders, as the case may be.

17 Another program that we are ushering in
18 here is what we call the Gables Lecture Series.
19 We do so much at the University about which we
20 are extremely proud and which we believe that
21 the citizenry of Coral Gables would find of
22 tremendous interest. So what we're proposing
23 is a Gables Lecture Series, six lectures a
24 year, featuring faculty and distinguished
25 members of the University community, to address

1 a changing and hopefully timely series of
2 topics, and to make that available. All of
3 these are free for the residents of Coral
4 Gables.

5 One of the things, Mr. Chair, that we
6 wrestled with is, how do we engage in this type
7 of outreach and make our programs accessible to
8 the residents of Coral Gables? And what we
9 have in the development agreement is a
10 mechanism where these programs will be hosted
11 both on our campus and then off our campus, in
12 the City, at mutually agreed-upon locations, so
13 that people who might not normally feel
14 comfortable coming to the campus to hear a
15 lecture, or take in one of our events, would
16 have the opportunity to do so at various
17 locations within the City.

18 Obviously, the University and the
19 University's medical programs are at the
20 cutting edge of medical treatment in a host of
21 areas. We are a first-class research
22 institution when it comes to medicine, and it
23 is our hope to make our medical resources more
24 easily available to the residents of Coral
25 Gables than they are at present. That is a key

1 element of our strategic vision. So, in order
2 to do that or help facilitate that or better
3 acquaint the residents of Coral Gables with our
4 medical programs, we're going to have a
5 quarterly -- and these are all separate
6 programs -- a quarterly "Meet the Docs" type of
7 program, where we will have health care
8 specialists in a wide variety of areas present
9 a lecture about some timely or interesting
10 medical development or medical field, that we
11 believe to be of interest with the -- to the
12 citizens of Coral Gables.

13 Obviously, we have tremendous pride in our
14 music school. It's a school of national
15 reputation, and we're delighted to have the
16 opportunity to share with you all a concert
17 series, which we've called the UM Concert
18 Series, where there will be four concerts
19 presented by the Frost School of Music, free,
20 again, to the citizens of Coral Gables, at
21 locations on and off of our campus, and we're
22 just delighted by that.

23 In addition to the music, we do more than
24 music in terms of culture on the campus. In
25 addition to the four concerts, we're also going

1 to have two cultural programs. These could be
2 anything from plays, poetry readings,
3 sculpture, painting, or photography exhibits.
4 Again, programming free to the City of Coral
5 Gables residents, hoping, again, to promote a
6 greater sense of connectivity between these two
7 great institutions and creating a framework for
8 that connectivity to thrive.

9 Where would we be without sports? In
10 addition to all of the programming that we just
11 discussed, a material part of this development
12 agreement is to again promote -- promote a
13 sense of connectivity between the City and
14 those who root for Hurricane sports, and
15 Hurricane sports, by making very available to
16 the residents of Coral Gables our sporting
17 events. And I read it, I thought it was a
18 typo, but it is correct: It's buy one, get two
19 free, under the Hurricane Athletics Ticket
20 Program. So it's buy one, get two free.

21 MR. COE: Got that from the Marlins?

22 MR. BASS: And we're excited. We're going
23 to have -- It's going to be Coral Gables Day.
24 It's going to be Coral Gables Day. It's going
25 to be a home football game, and you buy one,

1 you get two free tickets, and we sure hope that
2 we bring out a great showing from Coral Gables.

3 In addition to football, the next part of
4 this slide is, in addition to football, we will
5 make available 1,000 free tickets -- that's
6 1,000 free tickets for each of the following --
7 men's basketball, women's basketball, and
8 baseball, two per household, and again, that is
9 free.

10 And we previously talked about the
11 BankUnited Center, so I don't need to elaborate
12 on that here, but we will provide -- and it's
13 not just to the basketball games, to
14 programming, concerts and whatnot that take
15 place at the BankUnited Center -- \$20,000 worth
16 of free tickets to the residents, and the
17 development agreement talks about the
18 administration of these programs and how those
19 tickets will be distributed.

20 I mentioned this in connection with the
21 Comprehensive Plan application, and let me just
22 restate that here. There's really nothing new
23 or novel about the development side of the
24 development agreement. The development side of
25 the development agreement uses as its center

1 stone what has already been through the public
2 hearing process, what has already been approved
3 through the public hearing process, what has
4 already been layered with conditions during the
5 public hearing process, and that's our 2006
6 UMCAD Master Plan.

7 What we hope to do with the development
8 agreement, and what we will be talking about
9 within the Zoning Code piece of it, in terms of
10 renewing our vows to do better, is have a
11 better regulatory framework for how we build
12 out the UMCAD plan, without cannibalizing so
13 much City time when we want to make relatively
14 minor modifications to the plan that was
15 already approved. So, as it relates to the
16 substantive development rights that we will be
17 talking about throughout these conversations,
18 those are not new or novel development rights.
19 They're imbedded in the 2006 UMCAD plan, and
20 nothing here absolves us of those obligations
21 that were previously attached to the 2006 UMCAD
22 plan.

23 I'll just highlight, again, just because it
24 is significant, some of the points that Mr.
25 Siemon made with respect to mitigation

1 obligations. So let me tell you what we're not
2 doing with the development agreement, before I
3 tell you what we are doing with the development
4 agreement, because the notion of a development
5 agreement has existed in the folklore in and
6 around City Hall and Coral Gables for many,
7 many years, and now it's time that you're
8 actually going to understand what the deal is,
9 because people had a different understanding at
10 different points in time as to what we're
11 trying to accomplish.

12 When the development agreement
13 conversations commenced, the City of Coral
14 Gables did not have an impact fee, a regulatory
15 regime. It does now. Impact fees are very
16 substantial to those who pay them, and I
17 suggest that nobody will pay more impact fees
18 than we will. We are not, not, in any way,
19 released or relieved of our obligations to pay
20 the City's adopted impact fees as they exist
21 today or as they may exist in the future. So
22 we are fully subject to your impact fee
23 regulations, and nothing in the mitigation
24 element of this development agreement credits
25 or is used as a setoff against those fees. We

1 still pay building permit fees, like everybody
2 else, and again, those fees were relatively --
3 were increased, in a weighty way, relatively
4 recently. We will be paying those, as we build
5 out our campus, and as I previously said and
6 will restate, to the extent that the UMCAD
7 imposed upon us obligations to do regional and
8 local traffic studies and other mitigation, we
9 again -- we remain obligated to do all that.

10 But what is new and novel is the mitigation
11 that we are proposing during the 20-year term
12 here, which is 22 million dollars, paid over
13 the 20-year term of the agreement, and I'll
14 just highlight for you the obvious fact that
15 that is general revenue fund money, unlike the
16 restricted nature of the other types of fees
17 that we pay. So that's a very significant
18 point that's worth highlighting.

19 In addition to the 22 million dollars that
20 I just mentioned, there's six million dollars,
21 basically, over the course of this agreement,
22 in terms of cultural enrichment, through the
23 programs that we talked about earlier, none of
24 which is free for us to put on, each of which
25 has a cost, and that gets rolled into the value

1 proposition of the development agreement.

2 So, that said, that is the first PowerPoint
3 presentation I've ever done to a city board.

4 I'm happy to say that I think it went off
5 without a hitch. I did have a dry run at the
6 neighbors' meeting, and I'm happy to answer any
7 questions that you might have. I imagine that
8 there will be some, and I'm happy to answer
9 them now or later, should the Board so desire.

10 MR. COE: Mr. Chairman, might I inquire of
11 Mr. Bass?

12 The first thing, my first question is, at
13 Page 1 of the blue document stamped Draft,
14 there is a disclaimer. Is the University
15 withdrawing its disclaimer?

16 MR. BASS: I'm not sure the disclaimer was
17 the University's disclaimer. I think -- but if
18 you tell me what the disclaimer is, I'll --

19 MR. AIZENSTAT: Jeff --

20 MR. BASS: -- I'll address it.

21 MR. COE: It's the front -- it's the first
22 three paragraphs of what we're supposed to vote
23 on.

24 MR. BASS: Okay.

25 MR. COE: Before we get to Recitals, there

1 is --

2 MR. BASS: Okay.

3 MR. COE: -- in bold print, four paragraphs
4 that is a disclaimer.

5 MR. BASS: Uh-huh.

6 MR. COE: And apparently, Mr. Siemon,
7 representing the City, has said this is the
8 agreement, except for typos. I'm waiting to
9 see if this is the position of the University,
10 and therefore the disclaimer is a nullity.

11 MR. BASS: Well, let me answer the question
12 in the reverse order. This is the proposal.
13 But I'm not waiving the disclaimer, as it
14 relates to the third paragraph, which says
15 that, "No individual provision is intended to
16 represent a proposed term or condition of an
17 agreement, except in the context of each and
18 every other provision." And the second -- the
19 second paragraph reiterates the "in pari
20 materia" point. The point of it is, this is
21 the deal. I think that only furthers the
22 point. This is the deal in its entirety, as
23 it's proposed, and the mere inclusion of the
24 "Draft" moniker in no way undermines the
25 dignity of this document as the proposal that's

1 before you.

2 Obviously, this Board might propose a
3 change, the City Commission might propose a
4 change, and we might agree or not agree to
5 those changes. But this is the operative
6 document as it exists now, and that we're
7 prepared to have you vote on.

8 MR. COE: I have -- Maybe you're the one
9 that gets to answer about the BankUnited
10 Center. So we're going to increase the number
11 of seats by approximately 25 percent, about
12 2,000. My concern is -- and I don't know, I
13 have not seen -- The last time, we had a
14 traffic study concerning this development, but
15 the BankUnited increase, I did not see
16 addressed in the traffic study.

17 My concern is this. If we're going to have
18 another 500 or a thousand cars at an event, and
19 presumably, at some point, the basketball teams
20 are getting better, they may actually fill it
21 up, and these are weekday evenings. Are we
22 going to have a large amount of congestion on
23 Red Road, on Ponce, on U.S. 1? Has that been
24 addressed anywhere?

25 MR. BASS: I believe it has. I'd like to

1 just sort of expand on that, if I could. In
2 order for the University to go forward and
3 build out those additional seats, it's
4 important to recall that the center was
5 originally built and constructed with the
6 anticipation of there being 10,000 seats in
7 there, so in terms of -- or just about 10,000
8 seats in there.

9 MR. COE: You're not suggesting we already
10 approved this?

11 MR. BASS: No, no. It was built and
12 designed --

13 MR. COE: I understand that.

14 MR. BASS: -- with that capacity.

15 MR. COE: I'm not worried about the
16 facility. I'm worried about the traffic
17 impact.

18 MR. BASS: Okay.

19 MR. AIZENSTAT: He's worried about the
20 infrastructure.

21 MR. BASS: As it relates -- just a moment.

22 Yeah. We have a traffic management plan
23 with which we work with the City. When you
24 drive by the center and you see that there's an
25 event going on, it's City police that are

1 typically out there, and we work together with
2 them.

3 The answer to your question is, we will
4 need to have addressed, as part of the seat
5 increase, the traffic management plan to
6 reflect that net increase in seats, and we will
7 have that in place before those seats go live.

8 MR. COE: And let's talk about facilities
9 at that center, other than sports. President
10 Shalala mentioned Dalai Lama. Well, I'm not
11 worried about an event with the Dalai Lama. I
12 may be worried about rock concerts on Friday or
13 Saturday nights, and 10,000 people showing up
14 for that. What impact will that have on
15 adjacent arteries and on the people around it?
16 Has a study been made on that?

17 MR. BASS: Again, if and when the seats are
18 increased, our traffic plan is going to need to
19 have to address that. I will concede, and the
20 point was made by Board Member Flanagan
21 earlier, that there have been a series of times
22 where we have handled, for example,
23 graduations. There was that week of
24 graduations week, and I'll be the first to tell
25 you, we didn't do great with managing traffic

1 during that period of time. Those were --
2 those were, I'll call it, P.M. peak type
3 events, where the local roadway network was
4 already being taxed, and when we added to that
5 mix during the weekdays, those graduation
6 ceremonies, we got to a point of there being
7 gridlock, and we're very aware of that.

8 MR. COE: My final question on the
9 BankUnited Center, I am concerned about
10 alcoholic beverages. As a sports arena, it
11 wasn't sold, and so people presumably, unless
12 they're sneaking it in, are going to leave
13 sober at ten, eleven o'clock at night. I am
14 concerned, even at an 8,000 or 7800 seat rock
15 concert -- although I suppose, you know, in
16 rock concerts that I have been to in my youth,
17 seats were on the court, so it was -- in other
18 words, there would be more seats, there would
19 be temporary folding chairs, and they would be
20 out onto the court. I am concerned that on a
21 Friday or a Saturday night, when these events,
22 rock concerts, drinking, is over, you're going
23 to have thousands of people get into their cars
24 and then, in various stages of inebriation,
25 descend upon the streets of Coral Gables,

1 exposing residents to possible problems. What
2 is taken into that consideration?

3 MR. BASS: We share that concern.
4 Undoubtedly, we share that concern. The
5 reason, or one of the reasons that we seek to
6 be able to serve alcohol there at appropriate
7 events is to be able to attract concerts, which
8 is not necessarily going to be placating to
9 your concern, but the reality of it is, in
10 order to bring the better concerts to the area,
11 we're going to need -- and to be competitive
12 with other venues, who also have rock concerts,
13 the sale of alcoholic beverages is something
14 that's important to that effort.

15 MR. COE: Well, maybe I'll put it this way.
16 Does having a rock concert at the BankUnited
17 Center serve a public interest to the
18 non-University community? That's what we have
19 to consider, as well as looking at University
20 concerns.

21 MR. BASS: We would submit that it does.

22 MR. COE: How?

23 MR. BASS: By making available to the
24 residents of Coral Gables, at a very unique and
25 proximate venue, first class musical

1 performances, we believe that we'd be
2 contributing to the overall livability of the
3 City, and I might mention, its location is, as
4 is obvious, right in front of the Metrorail,
5 proximate to local and regional transit, and
6 obviously, the coming and going to the facility
7 is very highly regulated by the Coral Gables
8 Police, who are there when we have our events.

9 MR. COE: In all due respect, Mr. Bass, I
10 cannot think of any rock concert or concert
11 venue in Dade or Broward County that abuts a
12 residential area as it abuts here, impacting on
13 all sorts of residents, all the way up to where
14 I live, about two and a half miles from the
15 University, which, you know, I could walk to
16 the University from my house, in the
17 wintertime. This is disturbing. And I think
18 the residents of this City are going to be
19 disturbed by this. This is the one thing in
20 this proposal that I find very troublesome.

21 MR. AIZENSTAT: There are certain venues
22 where they do cut off alcohol, sports events or
23 so forth, after a certain time.

24 MR. BASS: Correct.

25 MR. AIZENSTAT: So, for example, if you go

1 to certain games or certain venues, after half
2 time or a certain time, they don't serve any
3 more alcohol, till the end. I don't know if
4 that would be something the University could be
5 looking at --

6 PRESIDENT SHALALA: We already do that.

7 MR. AIZENSTAT: -- but that might be a --

8 PRESIDENT SHALALA: We already do that.

9 MR. BASS: Yeah. The president has
10 indicated, we already do that, and obviously,
11 our safety of our students is our primary
12 concern, as well.

13 CITY MANAGER SALERNO: Mr. Chairman, if I
14 could add and just address and offer some
15 direct personal perspective to the comments
16 made. In my former life, before becoming your
17 manager, I was the manager of the community
18 that housed today the eighth most active arena
19 in the world, in the world. It is four times
20 larger than the facility you have here at the
21 campus. It holds 21,000 spectators, plus in
22 excess of another 1500 employees on top of
23 that, and there are residential communities
24 that exist directly adjacent to the property,
25 directly adjacent. In fact, the facility was

1 constructed, in large part, before many of
2 those residents actually moved there. I can
3 tell you, residents have moved to that
4 residential area because of the BankAtlantic --
5 excuse me, because of the BankAtlantic Center
6 and because of the quality of life aspects that
7 it adds and enriches to a community, and I can
8 tell you from the standpoint, they sell
9 alcohol, not only beer/wine, but there are, I
10 think, now, four private clubs in that
11 facility. Some of you may have ventured to
12 those. You can buy a mixed drink pretty
13 readily in that facility, and as the manager of
14 that community, I never had an issue, I can
15 tell you, by -- in fact, I can tell you for 12
16 years, that that facility was there while I was
17 the manager, basically. I can't remember one
18 complaint from that facility from a resident,
19 except, I think -- I take that back. On the
20 first day of opening, a police officer did not
21 show up at his assignment. The 12 subsequent
22 years, not one complaint because of traffic,
23 alcohol use or anything of the sort.

24 So I just want to share with you that I
25 would not be afraid of a change, and I can tell

1 you that it does add to the quality of life.
2 It also adds to the viability of the facility
3 to the University. I can assure you, probably,
4 right now -- I don't know, I haven't discussed
5 this with the University officials, but a
6 facility that does not have access to alcoholic
7 beverages, beer and wine, and that's all we're
8 talking about in this instance, is at a
9 disadvantage, economically, to be a viable
10 entity, and I'm sure that's probably part of
11 the reason why they're seeking the change. But
12 I'm only trying to stress to you that from the
13 perspective of a community, don't be concerned,
14 don't be afraid of the fact that they're going
15 to sell alcoholic beverages. As I said, I have
16 experience for over a decade in the eighth
17 busiest arena in the world, and it has not been
18 a problem. That's all I wanted to share.

19 MR. COE: Could I ask the City Manager a
20 question?

21 Have you considered, in terms of budget, if
22 this were to pass -- because obviously, if the
23 arena is increased from 7800 to 10,000, and you
24 have more events than are currently scheduled,
25 about overtime for off-duty City of Coral

1 Gables Police? Because I'm sure -- I know they
2 do this in conjunction for Mark Light and for
3 other events --

4 CITY MANAGER SALERNO: Uh-huh.

5 MR. COE: -- because certainly the
6 University police would be overwhelmed by these
7 events -- what considerations in the proposed
8 upcoming budget are put in to take up police
9 overtime for properly policing these functions?

10 CITY MANAGER SALERNO: Yeah, and correct
11 me, please, Joe, but the University and the
12 City has an arrangement, have had an
13 arrangement, when this worked well, where the
14 University staffs, you know, the base needs
15 from a law enforcement standpoint, from a
16 security standpoint, with their own forces, and
17 they don't have a large enough force; they
18 supplement that with City Staff, but they pay
19 for that. They pay the full cost of that and
20 reimburse the City.

21 Is that correct?

22 MR. NATOLI: Yes, it is.

23 Joe Natoli, 60 Edgewater Drive, in Coral
24 Gables. Yes, that's absolutely true. We pay
25 the City any incremental cost that the City

1 has, and just to talk about the arena, just for
2 a second. For an arena like this to be
3 financially viable, you've got to be able to
4 attract a variety of functions, and without the
5 ability to serve alcohol -- All of our
6 competitors have that ability. Without the
7 ability to do that, we cannot compete
8 effectively for events beyond our own, really.
9 So we've got men's and women's basketball,
10 which won't support the arena. So, for it to
11 be viable, it's not so much the money you make
12 on it as it is -- from the University's
13 standpoint, as it is the ability to be
14 competitive in the first place.

15 You know, I hope we have the problem of
16 getting 10,000 people in there. We are a long
17 way from that. You know, it may occur on a
18 very rare occasion until -- you know, I hope we
19 are successful with our basketball programs and
20 we sell out like other folks do. We're not
21 quite there yet.

22 MR. AIZENSTAT: I have a question, if I
23 may.

24 CHAIRMAN KORGE: Yeah.

25 MR. BASS: I don't know if I said it

1 formally, but we concluded our -- we concluded
2 the University's presentation. Thank you.

3 CHAIRMAN KORGE: Thank you.

4 MR. AIZENSTAT: I have a question for you,
5 if I may.

6 MR. BASS: Sure.

7 MR. AIZENSTAT: When you did your
8 presentation, you talked about Paragraph 13,
9 the student enrollment, and in the student
10 enrollment, you're reaching a base mark or a
11 benchmark of 12,000 students, is where you're
12 starting.

13 When you're counting the 12,000 students,
14 are you counting your entire school, meaning
15 your medical program? Are you counting your
16 law program, your graduate program? How are
17 you --

18 MR. BASS: They -- the baseline -- It's an
19 excellent question.

20 MR. AIZENSTAT: The Law School is on
21 campus. Let's say on campus.

22 MR. BASS: It's defined student enrollment
23 as using full-time equivalent undergraduate
24 students enrolled in courses on the Coral
25 Gables campus. So, if you're not enrolled in a

1 course on the Coral Gables campus, you do not
2 contribute to the calculation of that base.

3 MR. AIZENSTAT: What about your Law School?
4 That's on the Coral Gables campus.

5 MR. BASS: They're not undergraduates,
6 so --

7 MR. AIZENSTAT: But those are students,
8 those are individuals that come into the campus
9 on a daily basis, and sometimes they're even
10 more so in place at the campus than an
11 undergraduate. You know, when you start doing
12 your law degree, your graduate degree, your
13 doctorate degree, you actually live more at the
14 University. So how do you not take them into
15 account?

16 MR. BASS: We tried to come up with what we
17 thought to be the best metric of the activity.
18 I did go to law school at the University, and I
19 parked my car there, and for maybe 14 or 15
20 hours, I never left. That's not -- wasn't
21 healthy, wasn't good for me, but it wasn't
22 really an active -- an active body, coming and
23 going. So, for purposes of really quantifying
24 the activity on the campus, we thought that the
25 best representative metric would be the

1 full-time undergraduate student, enrolled in
2 classes on the Coral Gables campus, and that
3 was the benchmark. So that's what we selected,
4 definitionally.

5 MR. AIZENSTAT: What would happen if you
6 used all your students? What would happen to
7 your benchmark? Your numbers would have to
8 change?

9 MR. BASS: I think the mechanics of that
10 paragraph would have to be substantially
11 reworked.

12 MS. KEON: But maybe you can tell us what
13 those numbers are, so we know.

14 MR. BASS: Yeah --

15 MS. KEON: I mean, how many graduate
16 students do you have?

17 MR. BASS: That, I don't have. I can get
18 that, but I can tell you, the undergraduate
19 level --

20 MS. KEON: Right.

21 MR. BASS: -- historical level, on a
22 look-back, has sort of fluctuated around and
23 between, on the very, very low end, 9,000, and
24 then sort of at the high end, around 11,000 and
25 change, if I recall, over time, on the

1 undergraduates. I'll see if we have handy
2 the --

3 MS. KEON: And your post-graduate students
4 on campus?

5 MR. BASS: I don't have that number on the
6 tip of my -- on the tip of my fingers. I'll
7 see if I can get that answer for you.

8 Now, a lot of our graduate students aren't
9 on that campus, right, if you include the
10 medical campus.

11 MR. AIZENSTAT: I'm more concerned, really,
12 with the students that are on the campus. I
13 understand that the medical students will go to
14 the Miller School of Medicine and so forth.
15 But I'm just looking, and when you did your
16 presentation, that stood out to me, stood out
17 to me as the number of students that you
18 actually have within your facility, so I took a
19 look at that.

20 MR. BASS: Okay, let me see if I can get
21 some of those numbers while Joe addresses this.

22 MR. FLANAGAN: Wait, Mr. Bass, before you
23 get those -- the nine to eleven thousand,
24 that's total undergraduate enrollment, or is
25 that just full-time students?

1 MR. NATOLI: Full-time equivalents.

2 MR. COE: Full-time equivalents.

3 MR. FLANAGAN: All right. Can we define
4 what an FTE is, what a full-time equivalent is?

5 MR. NATOLI: Fifteen hours per semester.

6 PRESIDENT SHALALA: The definition of a
7 full-time equivalent --

8 MR. NATOLI: Number of hours enrolled
9 divided by 15 hours --

10 PRESIDENT SHALALA: It's a student that
11 takes 12 hours or more. The term is full-time
12 equivalent. It's the only number that you --
13 that universities have control over.
14 Everything else is locked in. Graduate
15 students tend to be part-time, by any measure,
16 and the Coral Gables campus is essentially an
17 undergraduate campus, with full-time equivalent
18 students, and it's the only number we could
19 manipulate in any way that would have a
20 financial impact. Therefore, this cap is
21 significant, because it will keep us under that
22 number.

23 MR. AIZENSTAT: What do you mean,
24 manipulate?

25 PRESIDENT SHALALA: Pardon?

1 MR. AIZENSTAT: What is your term,
2 manipulate them?

3 PRESIDENT SHALALA: That means that we
4 could take more, if we could find housing for
5 them.

6 MR. AIZENSTAT: Okay.

7 PRESIDENT SHALALA: But from our point of
8 view, once you start taking more, you have to
9 take more faculty.

10 MR. AIZENSTAT: Yeah.

11 PRESIDENT SHALALA: And so the cap is
12 important. The other thing is, the University
13 strategy isn't about -- We're not like a public
14 university, where we get more money for each
15 student, where if you lived out around FIU,
16 their entire income is dependent on attracting
17 as many full-time equivalent undergraduates as
18 they possibly can. We lose money by increasing
19 those numbers. We have to provide significant
20 financial aid. Our quality is dependent on our
21 ability to keep those numbers down.

22 MR. AIZENSTAT: Out of the students that
23 you have that you quantify between nine to
24 eleven thousand, how many of those students
25 actually live on campus?

1 PRESIDENT SHALALA: About half of them.

2 MR. AIZENSTAT: About half of them?

3 PRESIDENT SHALALA: About 45 percent, but
4 then there's Red Road Commons, across the
5 street. That picks up another seven or eight
6 hundred. Almost 75 to 80 percent of our
7 students live within walking distance of the
8 campus, so -- and walk, as you probably know,
9 and increasingly use bicycles.

10 MR. FLANAGAN: But can I just -- I'm sorry,
11 can I just follow up with that? Because I
12 think this deals with the traffic.

13 If we have -- About what percentage are
14 actually a full-time student, one student
15 taking 12 or more credits --

16 PRESIDENT SHALALA: Right.

17 MR. FLANAGAN: -- versus what percentage IS
18 a part-time student that may be taking six,
19 eight or ten credits?

20 PRESIDENT SHALALA: Those are graduate
21 students. We do not have undergraduates that
22 are part-time. We're essentially a full-time
23 undergraduate institution.

24 MR. FLANAGAN: Okay. So you don't have an
25 undergraduate population that goes part-time?

1 PRESIDENT SHALALA: No. Very little. Very
2 few, a handful of students. That's not a
3 significant number in a private university of
4 our quality.

5 MR. FLANAGAN: Okay.

6 PRESIDENT SHALALA: So you're talking
7 about, you know, like 98 percent of our
8 students are full-time or taking 12 credits or
9 more, and finish in four years. It's a very
10 different kind of institution. I've run large
11 public institutions, in a public institution,
12 and remember, by eliminating freshman cars, to
13 address the question that was raised before, we
14 eliminated eight hundred to a thousand cars
15 surrounding the BankUnited Center, permanently.

16 MR. BASS: Just to round out the answer to
17 your question, it's my understanding that
18 roughly, if you were to add everybody together,
19 including the graduates, who are there, really,
20 part-time, you know, in terms of dissertation,
21 people doing Ph.D. work and whatnot, you get to
22 about a total total of around 14,000 people.

23 MR. AIZENSTAT: Including law students?

24 MR. BASS: If you added everybody --

25 MR. AIZENSTAT: Everybody that goes there.

1 MR. BASS: If you added everybody all
2 together.

3 MR. AIZENSTAT: Okay, if I could continue.
4 When you go to Paragraph -- sorry, just one
5 further. When you go to Paragraph 14, you
6 start talking about land uses and heights, and
7 maintaining certain heights. If we adopt this,
8 does that mean that you will have -- any
9 construction or anything you have to build, you
10 have to build within the current codes for
11 heights, and do you have to come back to this
12 Board if it's not as of right? I guess I
13 should -- Let me backtrack that. By adopting
14 this, does that give you certain rights to
15 build as of right, that you normally would not
16 be able to, within the City?

17 MR. BASS: Let me address the question as I
18 understood it. If I don't address it head on,
19 tell me, and I'll come back to it, and also,
20 I'd ask Charlie Siemon to weigh in on that.

21 You're not adopting the Zoning Code with
22 this action, okay? What you're saying in that
23 paragraph to which you refer is, simply the
24 representation that the UMCAD plan, which
25 totals up to 6.8 million square feet, is what

1 you're going to be able to build over the
2 course of this 20-year term, and include those
3 uses that are set forth therein in your campus.
4 How you build that, how you approve that, the
5 procedure for changing things --

6 MR. AIZENSTAT: Right.

7 MR. BASS: -- will be addressed in the
8 Zoning Code piece, which will come before you.
9 It's not -- That part of it is not --

10 MR. AIZENSTAT: Specific to your parcel?

11 MR. BASS: To our campus, right, and if I
12 just -- Just a brief history refresher. It
13 feels like it was ages ago, but if you
14 remember, the City spent an inordinate amount
15 of time, rewriting every section of its Zoning
16 Code, to modernize it and update it --

17 MR. AIZENSTAT: We were all part of it.

18 MR. BASS: -- except ours, okay? We're the
19 last proverbial -- we refer to us as the
20 hanging chad. We're the last thing hanging out
21 there on the Zoning Code rewrite that needs to
22 be cleaned up. It is our hope that when we do,
23 that we are able to build out our campus,
24 subject to, as the president used the phrase,
25 certainty, that there is certainty that you can

1 do this here, and there's the symmetrical
2 certainty that you can't do this there, and if
3 you want to do something in between, there's a
4 crystal clear process for determining how to do
5 that.

6 The first part of your question is, I
7 thought, does it change the heights and those
8 types of things? This agreement, I think, says
9 on its face that it does not change any of the
10 permitted heights anywhere on the campus.

11 MR. AIZENSTAT: Is that correct?

12 MR. SIEMON: That's correct.

13 MR. AIZENSTAT: Okay, because I had a
14 concern based upon that, if once you have this
15 agreement adopted, if you can come in there and
16 build something that isn't within what we have
17 approved or within what the City has --

18 MR. SIEMON: How all the pieces fit
19 together, Jeff showed you the UMCAD 2006 plan,
20 that was approved in 2007.

21 MR. AIZENSTAT: Right.

22 MR. SIEMON: That's the plan.

23 MR. AIZENSTAT: Okay.

24 MR. SIEMON: The new Zoning Code does
25 modify the way in which that plan can be

1 amended, and it sorts it into the category
2 that's on that use matrix, and there are some
3 changes there, so that if changes which
4 exceed -- were greater than what used to be a
5 minor amendment under UMCAD, go through an
6 administrative process. But if it involves the
7 relocation of the use in a way that could
8 affect traffic, then it has to accompany -- be
9 accompanied with a traffic study --

10 MR. AIZENSTAT: Correct.

11 MR. SIEMON: -- as to what the impacts are.
12 So that process -- and what the process is and
13 how much process is required --

14 MR. AIZENSTAT: You still have to go
15 through that.

16 MR. SIEMON: -- is in the zoning district,
17 and this is just an enumeration of the uses and
18 the maximum intensity of the uses that are
19 agreed to by the City and the University.

20 MR. AIZENSTAT: If I may continue, on
21 Paragraph 22 or 23, you speak about a fire
22 station conveyance, and you state that the City
23 never built a fire station based upon that
24 land, and if the City did not build a fire
25 station, then you would like that land back to

1 the University.

2 MR. BASS: Right. It was our land, we
3 conveyed it --

4 MR. AIZENSTAT: No, I understand that. My
5 question is really more for the City. Why was
6 a fire station really never built there? Was
7 it that it wasn't necessary? Is there somebody
8 that can answer the question? No, it would be
9 more for the City.

10 CITY MANAGER SALERNO: I don't have that
11 long-term perspective, other than I had two
12 conversations with the Fire Chief and said,
13 "Chief, do you have any plans, is there
14 absolutely any need that you can foresee, for a
15 fire station there?" He said, "No," and I've
16 had that conversation twice with him in the
17 last -- over the last 60 days, because I wanted
18 to make sure --

19 MR. AIZENSTAT: Right.

20 CITY MANAGER SALERNO: -- because
21 obviously, if that was the case, this wasn't
22 going in.

23 CHAIRMAN KORGE: Was that land -- excuse me
24 for interrupting. Was that land conveyed
25 solely for purposes of a fire station?

1 MS. HERNANDEZ: Yes.

2 CITY MANAGER SALERNO: Yes, it was.

3 MR. AIZENSTAT: So it had to be used --

4 CITY MANAGER SALERNO: With a reverter
5 clause, that if it is not used for a fire
6 station, it will revert back to the University.

7 MR. AIZENSTAT: So it's going back to --

8 CHAIRMAN KORGE: When did the reverter kick
9 in?

10 MS. HERNANDEZ: It just is, if the City
11 developed it for anything other than a fire
12 station --

13 CITY MANAGER SALERNO: Right.

14 MS. HERNANDEZ: -- it would revert back to
15 the University.

16 CHAIRMAN KORGE: Oh, okay. So -- okay.

17 MS. HERNANDEZ: At the time, there was a
18 belief -- It was before we started closing
19 streets. At the time, it was the belief that a
20 fire station would be appropriately placed
21 there.

22 CHAIRMAN KORGE: Right.

23 MS. HERNANDEZ: But afterwards, the City's
24 professionals felt that, you know, the time,
25 the response times to City residents, because

1 we started closing all the streets on 57th,
2 would not work.

3 CHAIRMAN KORGE: Then --

4 MR. AIZENSTAT: If I may, Mr. Manager,
5 going forward on that, when you spoke to the
6 Fire Chief, because of the plan that's before
7 us and because of what they want to increase,
8 do they need more fire protection or safety
9 protection within the campus itself? Is there
10 any plans for the University or the campus,
11 such as, it has its own police department or --
12 does it need to have a fire department, or how
13 are we taking care of that?

14 CITY MANAGER SALERNO: Well, fire service
15 is not like police service. Fire is, you're
16 protecting an area.

17 MR. AIZENSTAT: Okay.

18 CITY MANAGER SALERNO: And that's
19 largely -- that's not a hundred percent of the
20 perspective, but it's largely the perspective.
21 Police officers, you know, more -- you know,
22 you add a thousand people, you need to add, you
23 know, somewhere between two to four police
24 officers for every thousand people that you
25 gain in the community. Those are -- Those are

1 the metrics involved there. Fire protection is
2 just totally different. It's geography,
3 largely, intensive. Now, and certainly the
4 structures, they're not going to have very tall
5 structures on there, so it's not -- We already
6 have ladder capabilities in the community that
7 exceed the needs that the University's ever --

8 MR. AIZENSTAT: And the response time is
9 okay, to get there?

10 CITY MANAGER SALERNO: It's -- because of
11 the geography issue --

12 MR. AIZENSTAT: Right, because the Riviera
13 station --

14 CITY MANAGER SALERNO: Yes. It's
15 geography.

16 MR. AIZENSTAT: And let's say, with the
17 medical situation, let's say Fire Rescue is
18 called out there. Who burdens that cost?
19 Let's say a student is sick or so forth, and
20 the City of Coral Gables Fire Department goes
21 out there. Who pays for that?

22 CITY MANAGER SALERNO: Up until a -- up
23 until a year ago, that would have been borne by
24 the City, because the extra call, we were not
25 charging. As of October the 1st, 2009, we

1 imposed an EMS transport fee. So either, you
2 know, it will be self-pay, if you have no
3 insurance, private insurance, Medicare --

4 MR. AIZENSTAT: So the City is getting
5 reimbursed for that?

6 CITY MANAGER SALERNO: -- or, last resort,
7 Medicaid.

8 MR. COE: Mr. Manager, before you leave --

9 CITY MANAGER SALERNO: Yes.

10 MR. COE: -- to follow up on Mr. Aizenstat,
11 the University community, then, would be
12 treated as if they were residents of the City
13 of Coral Gables, in terms of these fees for
14 emergency services?

15 CITY MANAGER SALERNO: Yes. If anybody --
16 for any user. If a student gets -- has an
17 accident today, they'll get charged --

18 MR. COE: Okay.

19 CITY MANAGER SALERNO: -- you know, and
20 we'll send you -- and we will send a bill.

21 MR. COE: So, then, under the proposed
22 amendments and new plan, that is still the
23 case?

24 CITY MANAGER SALERNO: Yes, sir.

25 MS. HERNANDEZ: Yes.

1 MR. COE: That does not change?

2 CITY MANAGER SALERNO: No.

3 MR. COE: Now, the fire facilities go to
4 the University, there's no agreement with
5 Miami-Dade County Fire Department at all to
6 deal with that, just in an emergency basis, if
7 the fire on campus exceeds the capabilities of
8 the City Fire Department; that's right?

9 MS. HERNANDEZ: Interlocal.

10 CITY MANAGER SALERNO: We have interlocal
11 agreements with most of the municipalities,
12 principally the County. In addition to what is
13 paid here, the City instituted a fire
14 assessment fee last year, which, as I recall,
15 in the case of the University, is in the
16 neighborhood of \$100,000. So they pay -- in
17 addition to the types of mitigation payments
18 that we're talking about here in the case of
19 fire protection, they also pay approximately
20 \$100,000 a year --

21 MR. AIZENSTAT: Additional.

22 CITY MANAGER SALERNO: -- for that service.
23 So they're one of the larger assessed property
24 owners in the City.

25 MR. COE: And is that also related because

1 this plan, if it passed, has all sorts of
2 additional development internally within the
3 University campus, so more structures would be
4 built, more people would be internally going
5 in -- Does that also relate to -- obviously, it
6 would increase potential for fire -- for fire
7 usage, so therefore, usage fees would go up and
8 so forth, depending how big the new
9 infrastructure is going to become?

10 CITY MANAGER SALERNO: That's an
11 interesting question. The fees can be adjusted
12 in two fashions, two ways. If our operating
13 and capital costs increase, the fees can go up.
14 Secondly, that study that we -- The assessment
15 is based upon their proportionate impact. A
16 rather detailed study was done of the entire
17 community by classification, and that will get
18 updated every couple of years. So, as their
19 growth is -- as they develop their campus, if
20 their impacts on the Fire Department increase,
21 they will pay their proportionate share of the
22 operating and capital costs of the fire portion
23 of our service.

24 MR. COE: Mr. Siemon, maybe you can tell
25 me. I was looking in this agreement that's in

1 front of us. From what the Manager just
2 described, could you cite me what provision of
3 that agreement has those provisions for costs
4 concerning fire safety and so forth?

5 MR. SIEMON: The language is general with
6 regard to all existing -- I believe it's
7 Paragraph --

8 MR. COE: What paragraph would it be, on
9 that general language?

10 MR. SIEMON: -- 26, Page 20.

11 MR. AIZENSTAT: Page 20?

12 MR. SIEMON: Yeah, and it's a paragraph
13 that starts, "Nothing in this agreement shall
14 relieve the University," and then it goes on to
15 discuss a really broad description of any
16 conceivable municipal imposition that's
17 generally applicable to property owners and
18 citizens of the community.

19 MR. COE: And you are satisfied, on behalf
20 of the City, that that includes fire?

21 MR. SIEMON: I am.

22 MS. KEON: To the Manager, do we have a --
23 Mr. Salerno, do we have a City impact fee?
24 Does the City have an impact fee program that
25 is a City program? We have a building fee

1 program and a police and a --

2 CITY MANAGER SALERNO: Yes. There's a
3 combination of things. There are fees and
4 charges. So, as the University --

5 MS. KEON: No, no, no.

6 CITY MANAGER SALERNO: I'm sorry.

7 MS. KEON: I'm asking you in general, does
8 the City have an impact fee program that is a
9 City program, not the County impact fee? Does
10 the City --

11 CITY MANAGER SALERNO: Yes. Yes, it does.
12 It has a City -- a separate ordinance that
13 deals with a variety of City impact fees.

14 MS. HERNANDEZ: Right.

15 CHAIRMAN KORGE: Do you have more
16 questions?

17 MR. AIZENSTAT: No.

18 CHAIRMAN KORGE: You're through?

19 Yes.

20 MR. SALMAN: I have a couple of questions.
21 Back to the BankUnited increase. The number of
22 event days that are foreseen, what is your
23 cutoff for event dates at the University, where
24 you actually can turn this thing into a
25 profit -- money-making venture?

1 You say you have a series of event dates,
2 right, and that you're looking for the increase
3 in seating and the addition of, let's say, soft
4 alcoholic beverages, within certain time
5 limits, to be able to make it viable for more
6 uses. So are you going to limit the number of
7 event days, and are those event days going to
8 be coordinated with other events, such as
9 baseball?

10 MR. NATOLI: They will. I mean, we're
11 required to --

12 MR. SALMAN: That's my biggest concern.
13 They cannot happen at the same time.

14 MR. NATOLI: We are --

15 MR. SALMAN: We can barely handle one.

16 MR. NATOLI: Yeah. There are a lot of
17 things that keep down the number of event days.
18 One is, we are required to schedule them around
19 baseball and other events in that part of the
20 campus. We limited ourselves, because the
21 basketball team, despite the fact that we built
22 a basketball practice facility, they really
23 like to practice in the facility where they
24 will play their games, and so before all
25 conference games for both men and women, they

1 have the rights to it. We reserve it for when
2 the NIT might be. Although we hope to be in
3 the NCA tournament, in this case, we're only in
4 NIT. We reserve that. So there's a whole slew
5 of reasons that we are not able to book it.

6 MR. SALMAN: Well, my question is, what is
7 the maximum number of event days you're looking
8 to increase to? From where are you now, to
9 where do you want to be, where do you think you
10 can get to?

11 MR. NATOLI: You know, I don't know, I
12 don't know that number off the top of my head.
13 I would guess -- on the order of magnitude, I
14 would guess we have the potential to add 20
15 events a year, something like that. It's not a
16 hundred events a year. It's --

17 MS. GAVARRETE: It's not significant beyond
18 what we do today. It's more or less what
19 you're saying.

20 MR. SALMAN: Well, it is significant, if
21 you live in the area. Believe me, it's
22 significant.

23 MS. GAVARRETE: In terms of nights --

24 MR. SALMAN: Yeah.

25 MS. GAVARRETE: -- or, you know --

1 MR. SALMAN: Yeah, I'm just trying to gauge
2 the amount of increase that is included in
3 this, in this agreement, because, I mean, I get
4 knocks on my house at night --

5 MR. NATOLI: That's a great question.

6 MR. SALMAN: -- from the neighbors, because
7 I sit here.

8 MR. NATOLI: It really is a great question.

9 MR. SALMAN: They say, "What the hell are
10 you doing?"

11 MR. NATOLI: Well, if I could just say, I
12 mean, for a concert, too, we may not be able to
13 fill the whole place, because you wind up
14 taking up, you know, one side of the arena for
15 the display, and so the 10,000 seats may not
16 really apply for that.

17 MR. SALMAN: Well, I'm talking about the
18 experiential issue --

19 MR. NATOLI: Yeah.

20 MR. SALMAN: -- of you increasing the
21 number of event days, how many event days
22 you're increasing, so that we understand what
23 we're -- what we're in for, okay? We wish you
24 success. The extra number of seats is
25 significant, because it is a significant number

1 of vehicles that you'd be adding, so it
2 increases the amount of time that you have to
3 get people in and out.

4 MR. NATOLI: Yeah.

5 MR. SALMAN: So that each event now has a
6 potential of being a longer event with regards
7 to impact to the surrounding neighborhood. And
8 so now I'm asking, how many more events are we
9 going to be participating in with you, as your
10 partner, as your spouse?

11 CITY MANAGER SALERNO: I think --

12 MS. KEON: In 20-year increments.

13 MR. SALMAN: In 20-year increments, with
14 right to review.

15 CITY MANAGER SALERNO: The biggest
16 limitation on the BankUnited Center isn't what
17 they want to do. The big -- the biggest
18 limitation on that facility is the fact that it
19 is limited to 9800 or whatever seats. What
20 that means in the marketplace, for top-tier
21 entertainment, any major, top-tier entertainer
22 is going to either the American Airlines Arena
23 or they're going to the BankAtlantic Center.
24 They are not -- because they -- no one is going
25 to -- no agent/promoter is going to book

1 top-tier talent --

2 MR. SALMAN: With a 10,000 --

3 CITY MANAGER SALERNO: -- with 98 seats --
4 9800, when they can go to the American Airlines
5 Arena for nineteen five or 20,000, and 21,000
6 up in Broward. So they are, they have been --
7 they have that built-in disadvantage, so that
8 they're going to be only able to attract that
9 market where they can't -- where they can
10 compete. So that's a practical limitation. No
11 matter how much they want to do, they're going
12 to -- they have that limitation by the market.

13 That doesn't mean there isn't quality
14 entertainment that would book in that facility,
15 and they offer, you know, some fantastic
16 concerts, but their biggest problem is the
17 size, and it's not getting any bigger.

18 MR. SALMAN: Well, I've been there for a
19 lecture series that they have, you know, and
20 it's fine. I think it's wonderful. That's --

21 CITY MANAGER SALERNO: But they're stuck
22 with promoters who are going to look elsewhere,
23 largely, for the major, major productions.

24 MR. SALMAN: I'm not asking about the
25 economic viability of their plan.

1 CITY MANAGER SALERNO: Right.

2 MR. SALMAN: I'm asking about the impact of
3 their plan and its potential to impact the
4 surrounding neighborhood.

5 CITY MANAGER SALERNO: Right, and I think
6 he said 20.

7 MR. NATOLI: Yeah. I mean, our internal
8 projections are about 10. I would hope that
9 over time, we will do better than that,
10 but it's not 50 more events or something.

11 MR. SALMAN: So 10 more events a year is
12 what you're saying. That's the answer to the
13 question. Thank you.

14 I have another question. Paragraph 20,
15 which is -- again, I'm looking at it from
16 impact to the immediate surrounding
17 neighborhood. I'm also, believe it or not,
18 looking at it from the impact of the long-term
19 life safety of the University residents and
20 users. Now, we are, as part of this agreement,
21 reverting the City streets and donating them to
22 the University.

23 MR. SIEMON: Conveying them to the
24 University.

25 MR. SALMAN: Conveying them.

1 MR. SIEMON: Subject to easements for life
2 safety and other municipal purposes, for
3 access.

4 MR. SALMAN: My questions are as follows.
5 Has the Master Plan been reviewed by the Fire
6 Department, and have they approved it with
7 regards to accessibility of their equipment
8 into the campus?

9 MR. SIEMON: The Master Plan hasn't
10 changed.

11 MR. SALMAN: That wasn't my question.

12 MR. SIEMON: Yeah, but so -- there's
13 nothing to review.

14 MR. SALMAN: What is it?

15 MR. SIEMON: It was reviewed.

16 MS. GAVARRETE: The Master Plan has a
17 series of established fire access ways that are
18 not shown on the plan but are shown in other
19 documents, and so from a Master Plan
20 perspective, we ensure the City and coordinate
21 with them that there is overall a system of
22 ways of serving the campus for fire safety.

23 That's number one, and number two, when an
24 individual project comes in for permit, it goes
25 through the entire process, DRC, Board of

1 Architects, as well as, the Fire Department is
2 part of the trades and all of the different
3 regulations for approval, and fire access is
4 one of them, and we regularly improve those,
5 so --

6 MR. SALMAN: That Master Plan included the
7 loop road and its implementation. Will this
8 delay in any way affect the viability of that
9 Master Plan with regards to life safety?

10 MS. GAVARRETE: No. The proposal is only
11 for the delay of the -- in terms of the timing.

12 MR. SALMAN: The delay in the
13 implementation?

14 MS. GAVARRETE: Correct.

15 MR. SALMAN: Without changing the --

16 MS. GAVARRETE: Timing. No.

17 MR. SALMAN: -- location? Okay.

18 MS. GAVARRETE: It does not deal with
19 alignment.

20 MR. SALMAN: I just wanted to make that
21 clear.

22 MS. GAVARRETE: It's very clear.

23 MR. SALMAN: Okay, because one of the
24 issues is internal traffic and removing it from
25 its impact to the surrounding neighborhood, so

1 that's where I live; that's where I want to
2 make sure that when they knock on the door, I
3 can say, "Yes, it's going to be handled
4 internally." So thank you. Those are my two
5 questions.

6 MS. KEON: I have a question --

7 CHAIRMAN KORGE: Pat.

8 MS. KEON: -- with regard to the internal
9 road. In your extending out to 2015, that's
10 because you are anticipating that you're not
11 going to have development prior to that; is
12 that right?

13 MR. SIEMON: That date was identified as in
14 the context of the University's best
15 expectation or estimate, as to when that might
16 happen. We were comfortable with it because of
17 the alternative language that if it happens
18 earlier, the obligation is tied to that -- that
19 construction event.

20 MS. KEON: Okay, but this is now -- it's
21 2015 or subject to permitting of --

22 MR. SIEMON: The conditions that are in the
23 existing UMCAD approval that link it to
24 specific H -- specific UMCAD projects, and some
25 of them are on when a permit's issued, and some

1 of them are on when a certificate of occupancy
2 is applied for, and we just -- we didn't change
3 that. We just changed the date.

4 MS. KEON: Okay, but it's still -- it is
5 still dependent on the issuance of a building
6 permit, not an occupancy --

7 MR. SIEMON: Whichever it is, that hasn't
8 changed.

9 MS. KEON: Well --

10 MR. SIEMON: It varies. It's not
11 consistent on every one. So what's recorded
12 here in the development agreement is what's in
13 the 2006 UMCAD, approved in 2007.

14 MS. KEON: It was my understanding that the
15 internal road, or the loop road that we talked
16 about, was a condition so that you were
17 circulating any construction equipment within
18 the University's campus, instead of stacking it
19 and storing it or whatever along roadways
20 outside of -- in the residential area outside
21 of the University. It was part of the
22 discussion as to why an internal road was so
23 significant. So occupancy wouldn't be
24 appropriate; it would be the construction would
25 be permitted and the road would have to be in

1 place.

2 MR. SIEMON: I don't recall that condition
3 that you've just described being an express
4 condition on the timing of the construction
5 design or construction of the internal road.

6 MS. KEON: Does anyone else remember that,
7 as to why we wanted an internal road?

8 CHAIRMAN KORGE: I understood that the
9 residents wanted an internal road, in the hope
10 that it would reduce traffic around the campus,
11 so --

12 MS. HERNANDEZ: Right.

13 MS. KEON: Right, but I thought that we
14 were looking at the development of that
15 internal road prior to construction so that
16 construction equipment wasn't -- was operating
17 within the -- that you could just go into the
18 University, as opposed to stacking or whatever
19 on the streets. No?

20 MS. HERNANDEZ: No. I don't remember that
21 being an express discussion, that -- you know,
22 the transportation of construction materials.

23 MR. RIEL: No.

24 MS. HERNANDEZ: It was the linkage within,
25 but I don't remember the issue of -- so that,

1 you know, all construction materials are
2 interior. You know, I just don't remember
3 that. I don't know if you remember that.

4 MR. RIEL: No, I mean, the intent was to
5 try to get vehicle trips off the --

6 MS. HERNANDEZ: Right.

7 MR. RIEL: -- surrounding roadway, delivery
8 vehicles for goods, the trolley --

9 MS. HERNANDEZ: Right.

10 MR. RIEL: -- to try to get the students --
11 you know, rather than having to go outside --

12 MS. HERNANDEZ: Right.

13 MR. RIEL: -- to go through the internal
14 road. And those are actually exhibits to
15 the --

16 MS. HERNANDEZ: Right.

17 MR. RIEL: -- 2006 approval.

18 MS. HERNANDEZ: Right.

19 MS. KEON: Didn't we recently, within the
20 last six months, have a discussion about a road
21 related to construction at the University?

22 CHAIRMAN KORGE: Well, that probably came
23 up in the context of circulating the traffic
24 within --

25 MS. HERNANDEZ: I'm sorry, Mr. Korge, I

1 can't hear you, and --

2 CHAIRMAN KORGE: I said, that probably came
3 up in the context of circulating the traffic
4 within the University, as opposed to on the
5 edge of the University.

6 MS. KEON: That's it.

7 MS. HERNANDEZ: Right.

8 CHAIRMAN KORGE: Right.

9 MS. KEON: So then it would have to be in
10 place at permitting, so that it was there when
11 they were building, as opposed to occupancy.

12 MR. SIEMON: If there's a specific
13 objective and it requires a road, that would be
14 the condition. All we have done, in drafting
15 this document, is reflect those conditions that
16 are in the 2000 ordinance -- adopted in 2007,
17 approving the 2006 UMCAD, and it had certain
18 conditions with regard to when certain
19 activities relative to certain road
20 improvements had to be made, and we left all of
21 those things intact except for the number of
22 2010 and the number 2012. We replaced that
23 with 2015 and 2017. There was no attempt to go
24 back and renegotiate the original UMCAD
25 approval conditions, which had a rather

1 lengthy, as I recall, period of examination.

2 MS. HERNANDEZ: Uh-huh.

3 MR. SIEMON: In fact, I remember one night
4 in this room that was anything but fun.

5 CHAIRMAN KORGE: Jeff, any other questions?

6 MR. FLANAGAN: Yeah. I think I need a
7 better understanding of the -- what you called
8 the Multi-Use Area. I'm struggling with that.
9 There's a policy statement in here. It says,
10 it is the policy statement of the City that it
11 would welcome the University's efforts to bring
12 world class medical care to the City and its
13 residents, we define what a health center is,
14 and I don't necessarily have a problem with
15 health facilities down there. I think, out of
16 any place on campus, that's probably the most
17 appropriate location.

18 MS. HERNANDEZ: Uh-huh.

19 MR. FLANAGAN: I need a better
20 understanding of what's envisioned as the
21 health center or what type of facilities will
22 be there, because as most of us know, when we
23 talk about medical facilities, those tend to
24 raise the eyebrows of the public and the
25 neighbors because of the extreme intensity of

1 uses that go into the use of medical office
2 buildings. So there's that concern.

3 My understanding -- this is before my time
4 of sitting on this Board -- is that prior UMCAD
5 amendments have approved the location of -- and
6 I'm going from memory, from this packet --

7 MS. HERNANDEZ: Uh-huh.

8 MR. FLANAGAN: -- greater than a million
9 square feet of space and buildings along Ponce,
10 just south or in the vicinity of the BankUnited
11 Center, so we have a million square feet of
12 space. We eventually will be discussing the
13 University Campus District change to the Zoning
14 Code, which will allow, as a matter of right, a
15 significant number of uses, some of which, of
16 course, are the health center, which is also
17 stated within this development agreement, and
18 at the same time, we're moving away from
19 concurrency requirements by seeking to expand
20 the GRID and the exemption area to include the
21 University --

22 MS. HERNANDEZ: Right.

23 MR. FLANAGAN: -- which would require, I
24 think, I'm not sure at what point in the
25 process, a mobility plan to be in play, but as

1 I read the development agreement, that mobility
2 plan becomes an administrative approval, so
3 that after the approval of this agreement and
4 the zoning change, we may never see any of this
5 again. And I like mobility plans. I like the
6 ability to be creative. I just, as I sit here
7 today, with these bits and pieces -- I mean, I
8 need more information, and I'm struggling with
9 understanding how everything is going to fit
10 together.

11 MR. SIEMON: Let me try to -- Joe wants to
12 address some of it. There is a definition of
13 what the health center would be. It's on Page
14 5, and it sets out what it -- the kinds of
15 services that would be available there.

16 MR. FLANAGAN: Which would seem to be
17 everything on an outpatient basis.

18 MR. SIEMON: That's correct. It would be
19 an ambulatory care center --

20 MR. FLANAGAN: Okay.

21 MR. SIEMON: -- as I understand it. But
22 the million square feet you described, that are
23 approved in what is ultimately the Multi-Use
24 Area, this proposal to include the health care
25 facility in there will take whatever the size

1 of that is, that chunk, out of that million
2 square feet. It will constitute an amendment.
3 It will have to go through all the approvals,
4 and according to the new zoning district it
5 has, it ultimately is adopted. But that's the
6 contemplation. There's an existing
7 designation, existing locations of buildings,
8 parking facilities, et cetera. They're going
9 to come in and propose a modification to that,
10 to include the health care, and it will result
11 in a change to that, which will be subject to
12 approval. Whether it's subject to approval of
13 this body and regards a public hearing or not,
14 is a matter that will be governed by the zoning
15 ordinance, and is not prescribed in this
16 development agreement, except to the extent
17 that there is an obligation to adopt a new
18 replacement district by a certain date, in
19 order to get paid.

20 MR. FLANAGAN: Right, but you lost me
21 there, that a change is going to be
22 required --

23 MR. SIEMON: Yeah. They have to amend the
24 plan to add that use. It's not in there.

25 MS. HERNANDEZ: Right.

1 MR. SIEMON: The UMCAD 2006 does not have a
2 health care facility in it, and they're going
3 to add a use that's not there, and they're
4 going to pick a place within that Multi-Use
5 Area, and they're going to have to come in and
6 get those changes approved, and as the --

7 MS. KEON: As an administrative --

8 CHAIRMAN KORGE: No.

9 MR. SIEMON: I believe, as it is drafted,
10 that would be an administrative amendment.

11 CHAIRMAN KORGE: An administrative
12 amendment?

13 MR. SIEMON: Yes.

14 MS. HERNANDEZ: Yes.

15 MR. FLANAGAN: And this is where I
16 struggle. If the -- I thought the UMCAD stays
17 and all of this effectively -- I don't know
18 what the right word is -- enhances, and so as
19 I --

20 MR. SIEMON: It would be a future
21 amendment. After the development agreement
22 creates the opportunity, after the ordinance is
23 adopted, they can come in and get an amendment.
24 They could come in and get an amendment before
25 the new zoning ordinance, and that would

1 require a public hearing, et cetera. I don't
2 think they intend to do that. I think they
3 intend to go through this process, and after
4 that is concluded, then to seek, as
5 expeditiously as possible, an amendment to the
6 Code to allow -- I mean, an amendment to the
7 Master Plan, that is, the 2006, to convert one
8 of the buildings or the plan for what's now the
9 Multi-Use Area, to incorporate the health care
10 facility, and that will involve --

11 MR. SALMAN: Is that going to be
12 administrative? That doesn't have to go to
13 this Board?

14 CHAIRMAN KORGE: Well, the amendment to the
15 plan would not be administrative, correct?

16 MR. SIEMON: No, that would be legislative.

17 CHAIRMAN KORGE: Okay.

18 MR. FLANAGAN: And excuse, again, my
19 ignorance, because I wasn't here. With the
20 UMCAD on those buildings, were there specific
21 uses assigned to those buildings?

22 MR. SIEMON: No. Well, there are square
23 footages, I know.

24 MR. FLANAGAN: But if they didn't want to
25 change the square footage or change the

1 location or footprint of the building, couldn't
2 they go and --

3 MR. SIEMON: I don't believe health care
4 was a permitted use --

5 MS. HERNANDEZ: Correct.

6 MR. SIEMON: -- that is available to the
7 general public, is available in the 2006
8 amendment.

9 MS. HERNANDEZ: Correct.

10 MR. FLANAGAN: And so, therefore, if we
11 adopt the change to the Zoning Code at some
12 point in the future, this does not override the
13 approved uses of UMCAD, and they're stuck with
14 UMCAD, with the possibility of changing that,
15 to come into consistency with this --

16 MR. SIEMON: They would apply, under the
17 new zoning ordinance --

18 MS. HERNANDEZ: Right.

19 MR. SIEMON: -- for an amendment to the
20 UMCAD plan, in accordance with the procedures
21 set out in that Code.

22 MS. HERNANDEZ: Right. You're looking for
23 chronology, and --

24 MR. FLANAGAN: Right.

25 MS. HERNANDEZ: -- it's development

1 agreement, new University Campus development
2 plan, or whatever it's called, and then
3 whatever changes they seek in order to include
4 health care facilities within that Code
5 provision.

6 MR. FLANAGAN: Okay, so the mere passage of
7 this zoning change in the future doesn't
8 grant -- well, that's going to be too broad of
9 a statement.

10 MS. HERNANDEZ: No, that's just the plan --

11 MR. FLANAGAN: It doesn't grant any
12 automatic right under UMCAD?

13 MS. HERNANDEZ: Correct.

14 MR. FLANAGAN: They need to come back under
15 UMCAD and modify it?

16 MS. HERNANDEZ: Right.

17 MR. SIEMON: That's correct.

18 MR. AIZENSTAT: But do they need to come
19 back administratively or --

20 MR. FLANAGAN: And then -- yeah.

21 MR. SIEMON: But in accordance --

22 MS. HERNANDEZ: They have to follow the
23 procedure that's in there.

24 MR. SIEMON: -- with the procedures that
25 are in that draft -- that document, as it is

1 ultimately adopted.

2 MR. FLANAGAN: And then you -- I heard you
3 say, Mr. Siemon, your opinion is that the
4 changes would be administrative?

5 MS. HERNANDEZ: That's correct.

6 MR. SIEMON: I believe as this draft, this
7 document, sits before you, the permitted uses
8 for various uses, including health care, in the
9 Multi -- University Multi-Use, which is on Page
10 9 of 15 --

11 MS. HERNANDEZ: Will be administrative.

12 MR. SIEMON: -- the upper right, is a
13 permitted-as-of-right use.

14 MS. HERNANDEZ: Right, and so they will
15 come in with the plans and pull their permits
16 for it.

17 MR. SIEMON: They would go, Building, Board
18 of Architects, traffic study --

19 MS. HERNANDEZ: Right. DRC.

20 MR. SIEMON: -- would be approved, but it
21 would be a professional review; it would not be
22 a public hearing review by the City Commission.

23 MR. AIZENSTAT: So there would be no public
24 hearing review?

25 MR. SIEMON: That's correct.

1 MR. AIZENSTAT: So the residents --

2 MR. SIEMON: As this is drafted.

3 MS. HERNANDEZ: The public hearing
4 review -- the public hearing will be when you
5 look at this new UMCAD.

6 CHAIRMAN KORGE: The new UMCAD, yeah,
7 exactly. That's when we address that issue.

8 MS. HERNANDEZ: Uh-huh.

9 CHAIRMAN KORGE: Which helps -- it further
10 illustrates why we're not doing everything in
11 one fell swoop.

12 MR. SIEMON: And just to -- I mean --

13 MR. FLANAGAN: I'd rather have a long
14 meeting and have it all together.

15 MR. SIEMON: Bringing all these uses like
16 this to the Ponce facade, street frontage, away
17 from the residential areas, is -- where the
18 transit is located, is -- and a portion of the
19 core, which is particularly appropriate -- if
20 we're going to have University uses that also
21 serve the public, we believe that's the
22 location of them. Having made that decision,
23 if that's the policy decision, then everything
24 we can do to provide certainty so that they can
25 go forward and facilitate investments, we have

1 been sympathetic to trying to do that, making
2 sure there are adequate performance standards,
3 that there's a traffic study to ensure that
4 this change doesn't affect that, and that the
5 Board of Architects reviews it, because that's
6 a critical factor, in terms of the appearance
7 of that street frontage on the campus.

8 That's the thinking that got this draft to
9 where it is, but -- or this document to where
10 it is, but it's going to go through a
11 legislative process, and I have shared with you
12 all that legislative process on a good number
13 of other districts, and we recognize there's
14 work to be done on what's right. There's no
15 question in my mind what's right on transition
16 areas adjacent to the residential neighborhoods
17 to the north. I have a pretty good idea where
18 that ends up.

19 MS. KEON: Mr. Siemon, with regard to the
20 GRID, the GRID is still under review? The
21 issue of the GRID is still under review by the
22 State?

23 MR. SIEMON: That's correct.

24 MS. KEON: And it will come back to the
25 City Commission --

1 MR. SIEMON: That's correct.

2 MS. KEON: -- for a final vote?

3 MR. SIEMON: That's correct.

4 MS. KEON: It won't come back here?

5 MR. SIEMON: It is not scheduled to come
6 back here.

7 MS. KEON: It goes back to the City
8 Commission?

9 MR. SIEMON: That's correct. You have a
10 recommendation in regard to the GRID, however,
11 that went to the Commission.

12 MS. KEON: Right, but they only saw it
13 once.

14 CHAIRMAN KORGE: Jeff?

15 MR. AIZENSTAT: When you went ahead and
16 wrote this, did you look at other zoning
17 districts that were created within the City and
18 analyze those zoning districts and how each
19 one would relate?

20 MR. SIEMON: Actually, the first draft of
21 this district was presented to you all about
22 three and a half years ago. It was in the
23 original -- We developed it. Its original
24 document was in the first version we presented
25 to you all.

1 MR. AIZENSTAT: I remember that.

2 MR. SIEMON: It was then taken out, because
3 of the expectation there was going to be a
4 development agreement and we'd address that in
5 the context of that, so we left the old UMCAD
6 in there and -- and we have -- there have been
7 some modifications. There were some arguments
8 about how wide the buffer should be and how
9 wide the transition should be, how it should
10 fit over by the hospital, for example, but the
11 basic concept, this chart, I'm sure you all
12 remember. I presented this to you before. I
13 didn't have the University Multi-Use. That was
14 something that was much more ambiguous in the
15 prior approvals, and we thought mapping it in
16 the Comp Plan was a good idea, to tie down, if
17 there are going to be these uses that also are
18 open to the public, they should be on that
19 street frontage and they should be near the
20 transit. So that's how -- the evolution of
21 this.

22 MR. AIZENSTAT: It just would have been
23 easier for us to look at something that was
24 with the red lining, that was presented --

25 MR. SIEMON: From the prior zoning

1 district?

2 MR. AIZENSTAT: Yeah, and then be able to
3 analyze that.

4 MR. SIEMON: The prior draft?

5 MR. AIZENSTAT: Exactly.

6 MR. SIEMON: I think we could probably do
7 that. I think I could put that together. It's
8 the existing UMCAD in the book, that just --
9 There's no rhyme or reason that would fit to
10 this.

11 MR. AIZENSTAT: But that way, we'd see
12 what's going on, as opposed to going through a
13 whole new item.

14 MR. SIEMON: I understand.

15 CHAIRMAN KORGE: I believe Jeff had some
16 more questions.

17 MR. FLANAGAN: Yeah, I think a couple more.

18 What happens if the City technically
19 defaults under this agreement? Because
20 44(d) --

21 CHAIRMAN KORGE: I had the same question.

22 MR. FLANAGAN: -- on Page 26 -- again,
23 trying to understand this whole process. It
24 says it's an event of default if the City fails
25 to take final action granting a development

1 order of approval for the development of the
2 health center within the Multi-Use Area on or
3 before December 31, 2010, which is four and a
4 half months away from now.

5 MR. SIEMON: The consequence of that is
6 that it suspends the payment obligation, the
7 monetary payment obligation, until that
8 obligation is satisfied.

9 MR. FLANAGAN: What happens if there's an
10 obligation here -- There's a few contingencies.
11 What if one of those contingencies is never
12 met?

13 MR. SIEMON: Then there's going to be no
14 money.

15 MR. FLANAGAN: What about the balance of
16 the agreement?

17 MR. SIEMON: Well, at some point, I'm sure
18 that the parties will -- if they can't satisfy
19 the obligations, will move to either amend
20 it --

21 MR. FLANAGAN: Okay.

22 MR. SIEMON: -- or it will have no force
23 and effect.

24 MR. FLANAGAN: So this is all or nothing?

25 MR. SIEMON: It's an all or nothing.

1 MR. FLANAGAN: Unless there's --

2 MR. SIEMON: There is no severability
3 clause in this agreement.

4 MR. FLANAGAN: Okay.

5 MR. SIEMON: If one piece of it falls,
6 either by a failure to be approved or by a
7 court, this agreement does not have --

8 MR. FLANAGAN: Okay. I guess it's still
9 the same paragraph, 44, subparagraph -- maybe
10 (f). It's in Event of a Non-Monetary Default
11 by the University.

12 MR. SIEMON: Yeah.

13 MR. FLANAGAN: If I read that, the
14 University defaults, non-monetary, the City
15 gives them notice and they have 15 days to
16 cure, they'll submit a plan, and if the plan
17 meets with the City's approval, everybody's
18 happy.

19 MS. HERNANDEZ: Right.

20 MR. FLANAGAN: But it ends there. It
21 doesn't say, what if the City doesn't approve
22 the plan? What if the University doesn't
23 submit, or doesn't attempt to cure? There's no
24 hammer provision on that --

25 MS. HERNANDEZ: Right.

1 MR. SIEMON: Either party has the right to
2 enforce their rights under the -- in court.

3 CHAIRMAN KORGE: That's Paragraph (g).

4 MR. SIEMON: And that's --

5 MR. FLANAGAN: Yeah.

6 MR. AIZENSTAT: That's pretty open.

7 MR. FLANAGAN: I always like to see some
8 hammer provision in the default paragraph,
9 rather than saying, "Go enforce the rights in
10 court and go spend the money and litigate."

11 MS. HERNANDEZ: Right.

12 CHAIRMAN KORGE: Well, I've got some things
13 to say about that, but we can get to that
14 later. I would suggest, in Paragraph (g), that
15 you want to acknowledge that non-monetary
16 defaults that aren't cured timely cause
17 irreparable harm, are not capable of adequate
18 damages, et cetera, so that you don't have
19 to --

20 MS. HERNANDEZ: The elements for injunctive
21 relief?

22 CHAIRMAN KORGE: Yeah.

23 MS. HERNANDEZ: Basically, include them in
24 there?

25 MR. COE: That's what he's saying.

1 CHAIRMAN KORGE: Yeah. That's what I would
2 do.

3 MS. HERNANDEZ: Right. That's a very good
4 suggestion.

5 CHAIRMAN KORGE: And then while we're on
6 that, and I've got some other questions -- I
7 didn't mean to interrupt you, but while we're
8 right there, Paragraph (d), the acceleration,
9 if the obligation is accelerated, does it
10 accrue interest until paid?

11 MR. COE: It sure doesn't say that, does
12 it?

13 MS. HERNANDEZ: No, there's no provision
14 for interest.

15 CHAIRMAN KORGE: Was it discussed or
16 considered?

17 MS. HERNANDEZ: Charlie?

18 MR. SIEMON: The --

19 CHAIRMAN KORGE: I mean, because if they're
20 not paying, maybe they don't have the money or
21 whatever, you know, you normally -- if you're
22 going to accelerate it --

23 MR. SIEMON: If they fail to pay, we give
24 them notice of default and accelerate the
25 payments, it does bear interest of one and a

1 half percent per month.

2 MS. HERNANDEZ: Where does it say that?

3 MR. COE: Where does it say that?

4 MR. SIEMON: Paragraph (c).

5 CHAIRMAN KORGE: Paragraph what?

6 MR. SIEMON: That's a general default.

7 MS. HERNANDEZ: Okay.

8 MR. SIEMON: A monetary default provision.

9 MR. AIZENSTAT: So you're reverting back to
10 that paragraph?

11 MR. SIEMON: You revert back, if you give a
12 notice of default because they failed to pay
13 the acceleration.

14 MR. AIZENSTAT: And that's a -- There's a
15 good road map that leads you there, or do you
16 have to kind of thumb through it, to try to
17 find that?

18 MS. HERNANDEZ: Right.

19 MR. SIEMON: Well, I think you have to read
20 it --

21 MR. AIZENSTAT: I mean, I'm a lay -- I'm
22 not an attorney, but I'm just asking.

23 MR. SIEMON: I think you have to read it
24 together. It's a general default provision,
25 and then there's a specific --

1 CHAIRMAN KORGE: Well, you might suggest
2 drafting -- you might want to cross-reference
3 it.

4 MR. AIZENSTAT: I'd rather cross-reference
5 it and not leave it up to interpretation.

6 CHAIRMAN KORGE: I'm sorry, Jeff, I
7 interrupted your question.

8 MR. FLANAGAN: No, that was fine.

9 MR. COE: I have one question before he
10 goes.

11 CHAIRMAN KORGE: Well, let's see if Jeff's
12 finished. Are you?

13 MR. FLANAGAN: I think I'm done.

14 CHAIRMAN KORGE: You're done?

15 MR. COE: I thought Jeff was done.

16 I have one quick question. Why isn't there
17 a severability clause?

18 MR. SIEMON: There are a variety of
19 obligations. Some of these are relatively
20 near-term obligations, and some of them are
21 long-term obligations. They're all
22 interdependent, and the perspective is that all
23 of the pieces need to come true because of the
24 differential in time and impact and value, or
25 none of them should be effect -- in effect.

1 MR. COE: A concern I have is, let's say
2 there's a default and there's a dispute. It
3 goes to court, and a judge strikes a particular
4 provision, three, four years from now. You're
5 essentially saying, this whole agreement then
6 is null and void.

7 MR. SIEMON: That's correct.

8 MR. COE: And we're back to square one. Is
9 that in the City interest, to do this?

10 CHAIRMAN KORGE: And while you're
11 addressing that, while you're addressing that,
12 I have a --

13 MS. HERNANDEZ: The problem -- the problem
14 is that the City is doing many of its
15 responsibilities up front, whereas the
16 University's obligations are over 20 years. So
17 it's important, for the protection of the City,
18 to make sure that, you know, they had this
19 opportunity -- you know, the City has no
20 obligation unless the University starts paying,
21 and then the City has the opportunity to go
22 forward and file and seek injunctive relief to
23 make them continue to pay, because the City has
24 met its obligations under the agreement.

25 That's the way you had explained it

1 initially, Charlie, and I just want to be sure
2 that that's --

3 CHAIRMAN KORGE: Well, I had a question
4 related to that, if I could jump in at this
5 point. The agreement terminates after 20
6 years. Then what? Then what, after it's
7 terminated? It's got a 20-year term.

8 MR. COE: You renegotiate.

9 MS. HERNANDEZ: Well, you either
10 renegotiate -- Remember, there are also
11 provisions in here for amendments. If the
12 student population goes over a certain
13 amount --

14 CHAIRMAN KORGE: I understand all that.

15 MS. HERNANDEZ: -- the UMCAD will also have
16 additional opportunities. I mean, a
17 development agreement is a living document that
18 can grow.

19 CHAIRMAN KORGE: Let me just make it clear.
20 It's an agreement, so obviously, if there's no
21 meeting of the minds after 20 years, the
22 agreement is gone. Then what happens, if the
23 agreement is gone and you can't reach a
24 subsequent amendment?

25 MR. SIEMON: You're going to have zoning in

1 place, you're going to have Comp Plan
2 provisions in place, and they'll continue in
3 force and effect. There are a couple of things
4 that are likely to end up in perpetual
5 easements that will run in perpetuity.

6 MS. HERNANDEZ: Right.

7 MR. SIEMON: But the obligation to pay
8 doesn't -- will end at that point. And the
9 statute doesn't make provision for amendments,
10 and there are a number of funky development
11 orders out there, agreements out there, that
12 people have tried to get around it in all kinds
13 of ways. I don't think any of them are
14 enforceable.

15 MS. HERNANDEZ: Correct.

16 MR. SIEMON: So we ultimately concluded
17 that the parties -- to go to Jeff's thing about
18 married, now we're making it to old age and
19 it's working; we're going to extend our vows
20 again, if it's working.

21 CHAIRMAN KORGE: But if we don't, then
22 whatever we've locked in, that's it?

23 MR. BASS: Yeah, the Comp Plan --

24 CHAIRMAN KORGE: I'm sorry, go ahead.

25 MR. BASS: Just to clarify, through the

1 Chair, by statute, you cannot have a lawful
2 development agreement for a term in excess of
3 20 years.

4 MR. COE: Right.

5 CHAIRMAN KORGE: I understand that.

6 MR. BASS: So that's -- that's where we
7 are.

8 MR. COE: Well, let's get back to
9 severability.

10 MS. HERNANDEZ: Okay.

11 CHAIRMAN KORGE: No, I understood that,
12 but -- so then we're locked in, whatever we
13 have at that point, we, meaning the City and
14 the University, stays locked in, and if you
15 want to make any more changes, we'd have to
16 negotiate another deal?

17 MR. SIEMON: Because the Comp Plan and the
18 land development regulations will continue in
19 force and effect.

20 CHAIRMAN KORGE: Okay, I got it.

21 MR. SIEMON: They don't go away.

22 MS. HERNANDEZ: Right.

23 MR. BASS: And I would just say, from a
24 practical perspective, I would be amazingly
25 surprised if this agreement were not amended

1 and extended --

2 CHAIRMAN KORGE: Yeah.

3 MR. BASS: -- before that time, just based
4 on my experience.

5 MR. COE: Don't leave. Let's get back to
6 severability. I'm still concerned about it.

7 Let's take -- and I'm asking this of the
8 City Attorney, and I see, the agreement is
9 front-loaded for City performance.

10 MS. HERNANDEZ: Right.

11 MR. COE: And it's back-loaded for
12 University performance.

13 MS. HERNANDEZ: Right.

14 MR. COE: Essentially. So let's say the
15 City -- the City performs, and at some point,
16 the University does not perform. The City
17 takes the University to court.

18 MS. HERNANDEZ: Uh-huh.

19 MR. COE: And a particular provision of
20 enforcement is stricken by the judge, and
21 upheld on appeal. So what you're saying is,
22 the entire agreement is null and void. What
23 happens to the City's performance up to that
24 point?

25 MS. HERNANDEZ: Well, you know, obviously,

1 the City is taking action under its Comp Plan.
2 I -- you know, I understand that, you know, we
3 have very interesting judges from time to time.
4 However, I --

5 MR. COE: Present company excluded.

6 MS. HERNANDEZ: You know, we would
7 obviously take the position that those
8 provisions that we can take back from the
9 University, we will, such as the seating, you
10 know. I mean, the problem that we have is that
11 it is to the City's benefit, as well as to the
12 University's -- it's to the mutual benefits of
13 the parties that all sections be "in pari
14 materia." It is more beneficial to prepare it
15 that way. And to have a severability provision
16 could potentially put the City in a more
17 prejudicial position than what, you know,
18 you're explaining, with, you know, a judge
19 going in and saying this provision is illegal.

20 MR. COE: Well, I'm satisfied, if the City
21 Attorney wants to give a legal opinion to that
22 effect. I always rely on my attorney's advice,
23 so okay.

24 MR. FLANAGAN: Mr. Chairman, I have two
25 more questions, I think.

1 CHAIRMAN KORGE: Sure. Go ahead.

2 MR. FLANAGAN: I'll start with what I think
3 is the easier one. When we're talking about a
4 thousand general admission tickets for
5 basketball and baseball, the provision says a
6 minimum of one half are for home games. Do we
7 read into that the second half are for away
8 games? What happened to the other half of the
9 tickets?

10 MR. NATOLI: No, it might have been
11 supposed to say a minimum of half of them would
12 be for conference games.

13 MS. HERNANDEZ: Right.

14 MR. BASS: Yes.

15 That's what was intended to say.

16 MR. COE: That's one of those typos.

17 MS. HERNANDEZ: There's a series of
18 different typos throughout. I mean, in certain
19 areas, it says the City will be responsible for
20 associated costs --

21 MR. BASS: Right.

22 MS. HERNANDEZ: -- including insurance, but
23 it doesn't say the University will, but the
24 University will. So we have to add the
25 reciprocal language --

1 MR. BASS: Okay.

2 MS. HERNANDEZ: -- that, you know, makes
3 them have to have the insurance and costs, as
4 well. It just needs cleanup.

5 MR. COE: This is the problem with a draft.

6 MS. HERNANDEZ: Yeah.

7 CHAIRMAN KORGE: Is there a further
8 assurances -- yeah --

9 MR. FLANAGAN: This does say it's for -- it
10 says one half for home games, for conference
11 games.

12 MR. SIEMON: "One half" is in the wrong
13 place.

14 MR. FLANAGAN: Okay.

15 MR. SIEMON: It should really be modifying
16 against -- one half of them shall be against a
17 conference team.

18 MS. HERNANDEZ: Right.

19 MR. COE: Well, yes, because we want to
20 know what carrots the public is going to get
21 for adopting this agreement, so we need to know
22 how many seats we're getting.

23 MR. SIEMON: And that is -- with all due
24 respect, that's the kind of --

25 MS. HERNANDEZ: Cleanup.

1 MR. SIEMON: -- cleanup that is what is
2 left from the work that's been done to this
3 point.

4 MR. COE: Well, see, here is the problem,
5 in a more serious vein. I mean, we're -- there
6 are a lot of things throughout the blue
7 document that's like that, and one can say,
8 well, that's a typo, or that's a mistake, it's
9 going to be cleaned up, and I mean, I guess if
10 this is passed by this Board, it can vote
11 subject to cleanup, but unless we specify, line
12 by line -- and I don't think this Board is
13 prepared to do that tonight -- line by line,
14 what we mean by cleanup, it doesn't mean
15 anything.

16 MS. HERNANDEZ: Right.

17 MR. NATOLI: I don't think we anticipate
18 significant cleanup. I hope not.

19 MR. COE: I don't know.

20 MR. NATOLI: Since the University pays
21 for --

22 MR. COE: I mean, I saw --

23 MR. NATOLI: Since we pay the legal
24 expenses on both sides, this document can't
25 afford to be lawyered much more than it has

1 already been lawyered.

2 MS. HERNANDEZ: Let me just -- Let me just
3 interject here. My office is called upon, on a
4 daily basis, to correct scrivener's errors, to
5 create (sic) minor issues. This agreement is
6 what is proposed. There are some grammatical
7 errors that will be, you know, corrected,
8 but -- as well as scrivener's, and, you know,
9 that happens, not just in this document.

10 MR. COE: But I'm not talking about
11 grammatical errors.

12 MS. HERNANDEZ: Okay.

13 MR. COE: I'm not talking about scrivener's
14 errors.

15 MS. HERNANDEZ: Uh-huh.

16 MR. COE: It's the tickets and the seats.

17 MS. HERNANDEZ: All right.

18 MR. COE: That's something that's neither
19 scrivener's nor a grammatical error. It's
20 simply a mistake.

21 MS. HERNANDEZ: Yeah.

22 MR. COE: And we understand that. There's
23 other things embedded, I am sure, in this
24 document, that rise to the magnitude that we
25 just talked about. My concern is, unless they

1 are specifically identified, what are we voting
2 on? We're going to correct all the mistakes.
3 What mistakes? This is -- I'm having trouble.
4 This is very -- This should have been presented
5 to us -- I realize there's a big rush to get
6 this done. It's dated, what, the 11th, I
7 think, right? And --

8 CHAIRMAN KORGE: Well, I have some --

9 MR. COE: It's dated the 11th. I received
10 this package -- this package, on Friday
11 afternoon, and spent the weekend going through
12 it. This should have been presented earlier.
13 This is a major, major revision of everything,
14 and as the president of the University pointed
15 out, is the most significant thing that the
16 University has done in relationship with the
17 City, and I assure you, it's the most
18 significant thing the City has done with
19 anybody, and I'm starting to feel
20 uncomfortable, and I believe an agreement is
21 needed, I think it's in the best interest of
22 both the City and the University of Miami. On
23 the other hand, I do not want to have things
24 slip by because I was negligent in reviewing
25 things. I'm starting to get a little bit

1 worried about this.

2 CHAIRMAN KORGE: Well, can I -- I have a
3 few questions I want to go through.

4 MR. FLANAGAN: I have one more. Do you
5 want me to wait until you're done, or do you
6 want to finish? I have one more.

7 CHAIRMAN KORGE: Oh, okay. I think they
8 want to address that first.

9 CITY MANAGER SALERNO: If I could add
10 something. Member Flanagan, the -- Cleanup is
11 not an appropriate term, in my opinion, for the
12 state of this document. I can tell you, I
13 review and read ordinances on a daily basis,
14 okay? And I'm catching stuff in the last day
15 or two on ordinances. These documents are
16 written by people, and you go back and you read
17 it a second time or some other way.

18 In respect to the half -- this one sentence
19 dealing with tickets, I think we all understand
20 what it means. It means a minimum of one half
21 of the tickets to each program shall be for
22 home games against a conference opponent. That
23 also means the --

24 CHAIRMAN KORGE: What page is that on?

25 CITY MANAGER SALERNO: Page 11.

1 MR. FLANAGAN: It means the other half
2 would be for non-conference games.

3 CITY MANAGER SALERNO: That's exactly what
4 it -- right.

5 MR. FLANAGAN: Sure. But in trying to read
6 through this today and forge through
7 everything --

8 CITY MANAGER SALERNO: I understand. All
9 the parties understand what it means.

10 MR. FLANAGAN: That's fine.

11 CITY MANAGER SALERNO: And --

12 CHAIRMAN KORGE: What's unclear about that?

13 CITY MANAGER SALERNO: It's Paragraph
14 12(c), I believe.

15 MR. FLANAGAN: I was just reading -- I was
16 reading it differently.

17 CHAIRMAN KORGE: Well, I mean, I thought it
18 was clear when I read it the first time.

19 CITY MANAGER SALERNO: I think it is clear.
20 They think it's clear. I just -- I wanted to
21 look at it, because frankly, that's what I'm --
22 you know, each sentence has been negotiated,
23 and as counsel for the University has stated,
24 this has been lawyered a lot, okay? And I'm
25 proud of the document in its current fashion,

1 okay, or it wouldn't have been brought to you
2 at this stage, and I think -- but we certainly
3 can appreciate, you know, you look at a
4 sentence -- and that's what the world goes
5 around by, is people reading the same sentences
6 two different ways and saying -- but I think,
7 Board Member Flanagan, I think most people
8 reading that would agree that it means half to
9 conference games, a minimum of half to
10 conference games, and the other.

11 So I know what it means, and I think we all
12 do, but I can also appreciate that somebody who
13 hasn't been involved with it could -- could
14 construe it, potentially, a different way,
15 so --

16 MR. FLANAGAN: My second -- The other
17 question, on -- and I don't even know, I think
18 it's the 2010 UMCAD amendment. It looks like
19 this. It lists the various square footages and
20 FARs, it adds up the square footage of all
21 buildings, it then subtracts the parking garage
22 calculations, I think. The total square
23 footage ends up being 9.1 million square feet
24 and change, subtracts out several parking
25 garage structures of about 2.3 million square

1 feet, which then adds up to the 6.795 -- the
2 6.8 million square feet. It backs out parking
3 garages, yet Paragraph 14 of the development
4 agreement says that the 6.8 million square feet
5 specifically consists of the parking garages.
6 So I think I'm seeing an inconsistency.

7 MR. SIEMON: Well, I think that the list of
8 uses does include both parking lots, and
9 obviously they're not floor area, and garages.
10 In correct language, it is -- There is -- I
11 think the reason it has been included in this
12 is, there have been questions about where
13 parking garages are permitted in the University
14 campus, and they got included in what is a use
15 list, in an effort to make sure that that was
16 still permitted, but the Code clearly does not
17 include parking garages in what constitutes
18 floor area.

19 MR. FLANAGAN: Right, but I'm not -- and
20 maybe I'm not combining the FAR and actual
21 square footage right, but I think this is an
22 actual -- Is this actual square footages, on
23 this chart?

24 MR. SIEMON: I believe that's their current
25 characterization of what's approved in 2006.

1 MR. RIEL: Yes.

2 MR. FLANAGAN: All right, so then even
3 if -- for example, I think the FAR doesn't come
4 into play at that point. If this is actual
5 square footages of 9.1 million, but to get down
6 to the 6.795 million, we backed out multiple
7 parking garages --

8 MR. COE: Right.

9 MR. FLANAGAN: -- here. But here, parking
10 garages are --

11 MR. AIZENSTAT: An inconsistency.

12 MR. FLANAGAN: Where are -- What's -- I
13 know, and I know from the Comp Plan, 6.8
14 million --

15 MS. HERNANDEZ: Right.

16 MR. FLANAGAN: -- I think, is the total
17 square footage --

18 MS. HERNANDEZ: Right.

19 MR. FLANAGAN: -- but according to the 2010
20 UMCAD amendment charts, we actually have,
21 either proposed or approved, 9.1 million.

22 MS. HERNANDEZ: Okay, but that includes FAR
23 and non-FAR, on the chart. Yeah.

24 MR. BASS: Yeah, I would just simply add,
25 to clarify that, that the Code defines floor

1 area, and garages are not included --

2 MS. HERNANDEZ: Right.

3 MR. BASS: -- in the Code definition of
4 floor area. So the paragraph talks about uses,
5 intensity of use --

6 MS. HERNANDEZ: Right.

7 MR. BASS: -- and so the intensity of use
8 is measured in terms of 6.8 million square feet
9 of floor area, and then it lists the uses that
10 can be established on the campus, and the
11 parking garage listed there is in its
12 characteristic as a use, not as in any way
13 altering the definitional attribute of floor
14 area, which in the Code excludes parking area.

15 MS. HERNANDEZ: Right, and that's in the
16 area summary section of the chart that you're
17 looking -- I mean --

18 MR. FLANAGAN: Okay, well, maybe this --

19 MS. HERNANDEZ: -- you may have a different
20 one than I have.

21 MR. FLANAGAN: Mr. Bass, so this is FAR
22 calculation, not actual square footage, not
23 true square footage?

24 MR. BASS: No, I think it's the reverse of
25 that.

1 MS. HERNANDEZ: Yeah.

2 MR. BASS: I think it's square footage, not
3 FAR, as FAR is defined.

4 MS. HERNANDEZ: Right.

5 MR. COE: Mr. Bass --

6 MR. SIEMON: The 9 figure is total square
7 feet; the 6.8 is floor area, as defined by the
8 City's Code.

9 MR. FLANAGAN: Okay, so this is 9.1 of
10 gross square feet?

11 MR. SIEMON: That's correct. It includes
12 6.8 square feet, rounding --

13 MS. HERNANDEZ: Right.

14 MR. SIEMON: -- of floor area, and
15 additional, whatever the number is --

16 MS. HERNANDEZ: Okay.

17 MR. SIEMON: -- for parking structures,
18 which are not defined as floor area, but they
19 are structures, and they are buildings. And
20 that's how it's treated throughout the Code.

21 MR. COE: Mr. Chairman --

22 MR. FLANAGAN: But --

23 MR. COE: I'm sorry.

24 MR. FLANAGAN: 14(a) --

25 MS. HERNANDEZ: 14(a)?

1 MR. FLANAGAN: It says a maximum gross
2 floor area of 6.8 million square feet.

3 MS. HERNANDEZ: Right.

4 MR. FLANAGAN: Mr. Bass, help me out. This
5 doesn't say floor area ratio.

6 MR. BASS: Floor area is defined in a way
7 that does not include, in its definition,
8 garages.

9 MS. HERNANDEZ: Go back to the definitions.

10 MR. FLANAGAN: Correct.

11 MR. BASS: So it's 6.8 million square feet
12 of stuff that's included within the definition
13 of floor area. Garages, not being included
14 within the definition of floor area, are
15 excluded from the stuff that is --

16 CHAIRMAN KORGE: You need to capitalize the
17 words Floor Area, if it's defined.

18 MR. BASS: We'll take it --

19 CHAIRMAN KORGE: I didn't catch that.

20 MR. BASS: Let me go back to the
21 definitions, the City Code. And that's a City
22 Code definition. That's nothing new or novel
23 to this agreement. And in the definitional
24 section of the document, we have a definition
25 for Floor Area which says, per your Code, as it

1 exists on the effective date.

2 CHAIRMAN KORGE: Right.

3 MR. BASS: So it should be capitalized to
4 make that clear.

5 MR. COE: Mr. Chairman, I have a question
6 for the University's attorney. Let's look at
7 14(b), and I'm just curious what this means.
8 University Multi-Use Area, okay? "In addition
9 to the uses listed in subparagraph 14(a)
10 above," which we understand that, "the
11 following uses are permitted: conference
12 center, office, lodging," that's all fine, and
13 here's what this means -- "commercial/retail,"
14 then go to the last clause of the paragraph,
15 "and the broader needs of the general public."

16 Now, I understand medical/healthcare,
17 lodgings and so forth. What is the commercial/
18 retail and the broader needs of the general
19 public? What are we talking about?

20 MR. BASS: Okay. Let me address that
21 within the context of the conversation that we
22 had about the Comprehensive Plan amendment and
23 the limitations for the type of commercial
24 floor area that is contemplated within the
25 Multi-Use Area.

1 As you may recall, during the context of
2 the Comprehensive Plan amendment application,
3 we had a conversation about the Starbucks that
4 exists within the library, as a commercial use
5 that is ancillary to and supportive of the
6 University.

7 MR. COE: So it's in the same context as
8 that, where students can use it, like the
9 Starbucks and so forth, as well as the general
10 public?

11 MR. BASS: Correct.

12 MR. COE: So the same context as our last
13 discussion several weeks ago?

14 MR. BASS: And there was -- Yes, and there
15 is a limitation in the Comp Plan amendment that
16 limits the allocation of it to 15 percent of
17 the floor area, being of that variety of a use.

18 MR. COE: Okay. Thank you, Mr. Bass.

19 CHAIRMAN KORGE: Okay, I've got very few
20 questions. Most of them have already been
21 answered, and I'll try to breeze through,
22 because we still have, you know, to take public
23 input on this.

24 We went through that, we went through
25 that -- An observation, Section 9(f), it's

1 redundant. You've got a double -- you know,
2 the second sentence is redundant of the
3 first -- it's just, I'm pointing that out, and
4 you can clean it up later.

5 MR. COE: What paragraph is that?

6 CHAIRMAN KORGE: 9(f).

7 MS. HERNANDEZ: 9(f)?

8 CHAIRMAN KORGE: Yeah. It says the City is
9 responsible for maintaining the improvements,
10 et cetera, and then it says the City's
11 responsibility is to maintain the improvements,
12 et cetera, so --

13 On Paragraph 10(c) --

14 MS. HERNANDEZ: Right.

15 CHAIRMAN KORGE: -- there's a -- If the
16 venue for the "Meet the Docs" program is in the
17 City, then the City covers the cost and all
18 associated costs, including insurance and
19 security. Then when the program's on campus,
20 the University covers the associated costs, but
21 it doesn't state --

22 MS. HERNANDEZ: Right.

23 CHAIRMAN KORGE: -- including insurance and
24 security. Is there some reason that it
25 didn't --

1 MS. HERNANDEZ: That's throughout, and I
2 think it just needs to be added. That's what
3 we were talking about --

4 CHAIRMAN KORGE: Okay.

5 MS. HERNANDEZ: -- when we were saying some
6 of the cleanup that we --

7 CHAIRMAN KORGE: That appears --

8 MR. COE: This is cleanup.

9 MS. HERNANDEZ: Because it's a reciprocal
10 responsibility.

11 CHAIRMAN KORGE: Got you.

12 MS. HERNANDEZ: Both sides have it.

13 CHAIRMAN KORGE: We don't need to spend
14 time on it. You've got it elsewhere in here, I
15 forget where. It occurs one other place, so.

16 13(c)(i), on Page 11, mitigation is for net
17 new impacts directly caused by the increase.
18 How do we -- Is that that sort of special magic
19 language? Do you know what "directly caused"
20 means?

21 MS. HERNANDEZ: Well --

22 CHAIRMAN KORGE: Is that --

23 MS. HERNANDEZ: If and when student
24 enrollment on UM Campus exceeds 13,000 -- I'm
25 assuming that the new UMCAD may address some of

1 these elements that we would look at, but I
2 don't know. That would be for Mr. Siemon to
3 advise.

4 CHAIRMAN KORGE: I mean, does that have to
5 do with impact fees generally having to be
6 directly related or --

7 MS. HERNANDEZ: Well, no, no, it doesn't
8 have to do with impact fees. Remember, this --
9 If you read little (i) in its entirety --

10 CHAIRMAN KORGE: No, I understand it, it's
11 not for new impact fees, but I'm just curious
12 what "directly caused" means.

13 MS. HERNANDEZ: No, but these are the
14 numbers --

15 CHAIRMAN KORGE: Do we know what that
16 means? Is that just a guess or --

17 MS. HERNANDEZ: These numbers are referred
18 to as mitigation, as opposed to impact fees.

19 CHAIRMAN KORGE: I know, but I just
20 wondered what "directly" --

21 MR. SIEMON: Is the question about net new
22 impact?

23 MS. HERNANDEZ: Yes.

24 CHAIRMAN KORGE: Yeah.

25 MR. SIEMON: Net new impact is a term of

1 art for when there's been an assessment and
2 there's been a modification, as to whether
3 there is a net -- taking into account the
4 existing mitigation, whether there's a net new
5 impact which has not been mitigated.

6 MS. HERNANDEZ: Right.

7 MS. KEON: But if you don't know the
8 basis --

9 MR. SIEMON: It's the additional increment
10 of impact.

11 MS. KEON: Right, but if you don't know the
12 basis on which the initial --

13 MS. HERNANDEZ: How are you going to
14 calculate it?

15 MS. KEON: -- mitigation is calculated, how
16 do you determine what the increase in the
17 mitigation should be?

18 MS. HERNANDEZ: Right.

19 CHAIRMAN KORGE: What does "directly
20 caused" mean?

21 MR. SIEMON: The prior mitigation is what's
22 been previously approved and what the
23 obligation for mitigation was.

24 CHAIRMAN KORGE: No --

25 MS. KEON: What we're asking is, how do you

1 calculate that mitigation? Is there -- Was
2 that an arbitrary number? Is that number based
3 on something in particular?

4 MR. SIEMON: Well, the mitigation -- The
5 mitigation might be --

6 MS. KEON: How is that mitigation number
7 determined?

8 MR. SIEMON: The mitigation might be a
9 turning lane. It's not necessarily a financial
10 number. It's what it takes to mitigate a
11 particular impact. If the impact changes as a
12 result of a modification, you take what was
13 originally proposed and what the original
14 mitigation was, and you compare that to what's
15 now proposed and whether there is any
16 incremental impact that needs to be mitigated,
17 and whatever that incremental impact is, is
18 what is the additional mitigation that can be
19 imposed. But you can't say, we're going to do
20 it twice.

21 CHAIRMAN KORGE: Not an indirect, only
22 direct. Is that --

23 MS. HERNANDEZ: Right.

24 CHAIRMAN KORGE: It says "directly caused,"
25 so it's not indirect causes of impact. It's

1 only the direct causes. And I was just curious
2 if you had an example --

3 MS. HERNANDEZ: When you get to 13,001
4 students.

5 CHAIRMAN KORGE: -- of what would be direct
6 versus indirect.

7 MR. COE: Undergraduates.

8 MS. HERNANDEZ: Undergraduates.

9 MR. COE: Full-time undergraduate students.

10 (Inaudible comments among Board Members)

11 CHAIRMAN KORGE: If you don't have a ready
12 answer, that's okay. It's not the end of the
13 world, for me, at any rate.

14 So let me move on to my next question.
15 Will you explain to us, on the next page, the
16 same subparagraph, (ii), there's a half -- one
17 half increased calculation -- "one/half-
18 student-to-one bed on campus credit"
19 adjustment. Explain that to us in English.

20 MR. SIEMON: In evaluating the impacts that
21 could come from additional student
22 enrollment -- Remember that student enrollment
23 is an additional limitation on future activity,
24 above and behind (sic) all the square footage
25 and other extraordinary measures of intensity

1 of use and impacts, but the ability to expand
2 the undergraduate class was an additional way
3 to ensure that there were not unintended
4 consequences. That's how this provision came
5 into effect.

6 One of the things that was discussed is, if
7 the University provides more housing on campus,
8 they mitigate one of the principal problems,
9 which is commutation traffic of students to and
10 from the campus during peak hours. So they
11 said -- and we discussed that it would be
12 appropriate to give an incentive for
13 construction of more housing on campus, so as
14 to mitigate those impacts and better support.

15 The conversation was, "Well, we think we
16 ought to get one for one," and the discussion
17 was, "Well, some students will still drive,
18 still generate some trips." So we agreed on a
19 credit of, if you build an additional bed on
20 campus, above that that has been planned, you
21 get a half a credit against that increase.

22 So, instead of adding a student, it's now
23 only a half a student. So, you get to the next
24 threshold; you can reduce it by 50 percent or
25 get -- another way is, 50 percent more students

1 without having -- reaching the threshold,
2 because you are mitigating it through the
3 provision of additional beds on campus, which
4 has a lot of advantages. That's the purpose
5 and, I believe, the effect of this language.

6 CHAIRMAN KORGE: Okay. I'm good with that.

7 MR. COE: Mr. Chairman, could we have a
8 break for a minute?

9 MR. AIZENSTAT: Well, are you done with
10 your questions?

11 MS. KEON: Well, if you want to leave by
12 9:00, you have to have --

13 CHAIRMAN KORGE: Let me finish my
14 questions, and then we'll take a five-minute
15 break. We're going to have to extend this
16 meeting, because we've got public input, too.

17 MR. COE: How many people have signed up,
18 by the way?

19 MR. RIEL: Twelve.

20 MR. COE: Twelve?

21 CHAIRMAN KORGE: If I could quickly go
22 through this, I'll be real brief.

23 Section 19, Miscellaneous Uses and
24 Temporary Occupancies, paragraph (c), we limit
25 temporary occupancy, not to exceed three years,

1 and I'm assuming that's because we have a
2 concern about property tax losses associated
3 with temporary uses outside of the campus area;
4 is that correct?

5 MR. SIEMON: Well, I think there are a
6 variety of factors. That is an issue, but
7 there's also a tendency for things to start out
8 as temporary and become permanent, and so --

9 CHAIRMAN KORGE: But if they're within
10 the -- if they're in an office building, in the
11 Central Business District, and they're using an
12 office use, we wouldn't care unless there's a
13 tax loss associated with it. As long as
14 they're conforming to the Code otherwise, it
15 wouldn't really matter to us. I'm just
16 assuming that. If I'm wrong, you can tell me
17 I'm wrong, that's fine.

18 MR. SIEMON: I think there's an abundance
19 of caution on the City's --

20 MS. HERNANDEZ: Right.

21 MR. SIEMON: -- perspective that -- about
22 establishing activities off campus --

23 MS. HERNANDEZ: Right.

24 MR. SIEMON: -- on a temporary basis.

25 MS. HERNANDEZ: Yeah.

1 MR. SIEMON: And so this is a very
2 conservative provision, that says --

3 CHAIRMAN KORGE: I got it.

4 MR. SIEMON: -- we're going to accommodate
5 it, but for three years, and it can't go beyond
6 that --

7 MS. HERNANDEZ: Right.

8 MR. SIEMON: -- unless the Manager approves
9 it.

10 CHAIRMAN KORGE: Well, why the Manager and
11 not the Commission?

12 MS. HERNANDEZ: Because historically, how
13 we have had the UMCAD -- In the UMCAD, when it
14 was developed in 1989, there were a whole list
15 of things that the City Commission did not want
16 to have to deal with, wanted the Manager to
17 have to deal with it. It really is an
18 administrative issue, because if you need to
19 extend it, you need, you know, additional
20 police services, additional -- whatever
21 additional City services. It's really a
22 management decision, and so, we didn't see any
23 reason to change it from the Manager making
24 those decisions, and it's been consistently
25 that way since 1989, when the parties first

1 accepted it.

2 CHAIRMAN KORGE: Can the City Commission
3 overrule the manager?

4 MS. HERNANDEZ: Always.

5 CHAIRMAN KORGE: In this agreement, can the
6 Commission -- I mean, this is an agreement.

7 MS. HERNANDEZ: Regardless of this
8 agreement, the Commission can -- The Commission
9 can overrule all of its appointed officials.

10 CHAIRMAN KORGE: I'm not so sure. If the
11 Manager approves this, an extension, and the
12 Commission doesn't want the extension, then I
13 think the Commission would not be able to,
14 without breaching this agreement, overrule the
15 Manager. Now, maybe if the Manager says no and
16 the University wants more time and it goes to
17 the Commission, the Commission could, de facto,
18 or, you know, however, amend this agreement and
19 give them additional time on that one instance,
20 but I don't -- I don't agree with that.
21 Anyway, if the Commission's happy with it,
22 that's fine with me. I just wanted to ask
23 about that.

24 The Mobility Plan, Paragraph 21. Now,
25 assuming, two, three years later, the

1 University has adopted a mobility plan,
2 everybody's happy with it, and the University
3 says, "We've got other ideas, we want to make
4 some changes." Can they make those changes?
5 And if they can, how would that be effected
6 within the confines of this agreement?

7 MS. HERNANDEZ: I'm sorry. Did you
8 understand that, Charlie?

9 CHAIRMAN KORGE: Let me restate it.

10 MS. HERNANDEZ: Yeah.

11 CHAIRMAN KORGE: They adopt the Mobility
12 Plan. It's approved, it's accepted, and they
13 want to change it later, during the 20-year
14 term of this agreement. Can they do that,
15 under this agreement? And if so, how would
16 they do it? Would they have to go to the
17 Commission? Could they go to the Manager? How
18 would it be done?

19 MS. HERNANDEZ: Well, in 21, it says, "The
20 Mobility Plan shall establish measurable
21 targets for various modes of travel and
22 identify sources and means for achieving those
23 targets."

24 I think that that gives the flexibility to
25 be able to develop the plan, you know,

1 throughout the 20 years.

2 MS. KEON: Amend it.

3 MS. HERNANDEZ: Yeah. If you look at it,
4 we're identifying targets.

5 CHAIRMAN KORGE: Okay.

6 MS. KEON: And they can amend it --

7 CHAIRMAN KORGE: You're comfortable that it
8 can --

9 MS. KEON: -- to improve it.

10 CHAIRMAN KORGE: You're comfortable that
11 the Manager can approve an amendment?

12 MS. KEON: I think they can approve it.

13 CHAIRMAN KORGE: Pardon me?

14 MS. KEON: I think they can approve it,
15 amend a prior plan, as their plan develops.

16 CHAIRMAN KORGE: No, but the plan --

17 MS. HERNANDEZ: Exactly.

18 CHAIRMAN KORGE: The plan has to be
19 reviewed and approved by the City Manager.

20 MS. HERNANDEZ: Right.

21 MS. KEON: And so they can approve their
22 plan, and when they submit it to the Manager,
23 the Manager can approve it.

24 CHAIRMAN KORGE: Okay, I just wanted to
25 make sure that --

1 MS. HERNANDEZ: And the Manager can approve
2 it, but it has measurable --

3 CHAIRMAN KORGE: -- you're comfortable with
4 that.

5 MS. HERNANDEZ: Right.

6 CHAIRMAN KORGE: Okay, let's move on.

7 Section 22, the parking meters. Who owns
8 the parking meters? It says that we will
9 maintain and operate them?

10 MS. HERNANDEZ: Subject to a covenant --
11 Hold on. The University -- being changed --
12 agrees to convey title to -- subject to --

13 CHAIRMAN KORGE: So should we come back?
14 Jeff needs to --

15 MS. HERNANDEZ: Say this again?

16 MR. COE: We're going to take a break.

17 MS. HERNANDEZ: We want our meters -- Okay.
18 We want our meters, basically.

19 CHAIRMAN KORGE: Let's adjourn.

20 MS. HERNANDEZ: But that was the shorthand
21 version, right? We want our meters.

22 CHAIRMAN KORGE: We'll adjourn for --

23 MS. HERNANDEZ: Okay.

24 MS. KEON: Who collects the revenue from
25 the meters?

1 MS. HERNANDEZ: The City.

2 MR. AIZENSTAT: Let's take a break.

3 CHAIRMAN KORGE: We're going to take a
4 little break now.

5 MS. HERNANDEZ: Okay.

6 (Thereupon, a brief recess was taken.)

7 CHAIRMAN KORGE: All right, we're
8 reconvening.

9 MS. KEON: Do you need a motion to continue
10 the meeting?

11 CHAIRMAN KORGE: No.

12 MS. KEON: No? We're just --

13 CHAIRMAN KORGE: No, we're going.

14 MS. KEON: Okay.

15 CHAIRMAN KORGE: We're rocking and rolling.

16 MS. KEON: Let's go.

17 MR. FLANAGAN: Do you want a motion to
18 continue the meeting?

19 CHAIRMAN KORGE: Okay, come on, everybody.

20 MS. HERNANDEZ: Is it time for the public
21 input yet?

22 CHAIRMAN KORGE: We're going to -- Oh,
23 we're going to need a -- We will need a motion,
24 I'm sorry.

25 MS. KEON: I'd like to move that we

1 continue the meeting to 9:30.

2 MR. FLANAGAN: Second.

3 CHAIRMAN KORGE: A motion and a second.

4 Any discussion?

5 MR. COE: What's the motion?

6 MS. HERNANDEZ: 9:30.

7 MS. KEON: 9:30.

8 CHAIRMAN KORGE: To extend to 9:30.

9 MR. COE: I'll second that.

10 CHAIRMAN KORGE: Okay, we've got a motion
11 and second and a third.

12 Would you call the roll on that motion,
13 please?

14 MR. BOLYARD: Jeffrey Flanagan?

15 MR. FLANAGAN: Yes.

16 MR. BOLYARD: Pat Keon?

17 MS. KEON: Yes.

18 MR. BOLYARD: Javier Salman?

19 MR. SALMAN: Yes.

20 MR. BOLYARD: Eibi Aizenstat?

21 MR. AIZENSTAT: Yes.

22 MR. BOLYARD: Jack Coe?

23 MR. COE: Yes.

24 MR. BOLYARD: Tom Korge?

25 CHAIRMAN KORGE: Yes.

1 MR. COE: That gives us 37 minutes,
2 Mr. Chairman.

3 CHAIRMAN KORGE: Okay, I'll be real quick.

4 MS. KEON: Don't talk again, Jack.

5 CHAIRMAN KORGE: Okay, I only have a few
6 questions on it. So we own the parking meters,
7 and if they need to be replaced with other
8 meters, we're responsible for replacing them;
9 is that correct? We, being the City.

10 MR. SIEMON: Yes, that's correct.

11 CHAIRMAN KORGE: Okay.

12 Okay, we went through that one before --

13 MS. HERNANDEZ: What page?

14 CHAIRMAN KORGE: Is the hotel use going to
15 be tax-exempt? Does anybody know that?

16 MR. BASS: No.

17 CHAIRMAN KORGE: No, it's not? Okay.

18 I was -- I had one question on Section 27,
19 which is the Conflicts and Amendment of Prior
20 Ordinances.

21 MS. HERNANDEZ: Hold on. 27, yes.

22 CHAIRMAN KORGE: It provides the agreement
23 controls, in the event of a conflict between --

24 MS. HERNANDEZ: Right.

25 CHAIRMAN KORGE: -- the agreement and the

1 various approvals --

2 MS. HERNANDEZ: Right.

3 CHAIRMAN KORGE: -- in the Code.

4 MS. HERNANDEZ: Right.

5 CHAIRMAN KORGE: Is there a priority after
6 the agreement? So, if the agreement -- I guess
7 the approvals can't conflict with the Code, can
8 they? Because they're adopted -- Never mind,
9 that was a dumb question.

10 MS. HERNANDEZ: Okay.

11 CHAIRMAN KORGE: I'm sorry.

12 I had a question on Section 28.

13 MS. HERNANDEZ: Uh-huh.

14 CHAIRMAN KORGE: Is that supposed to be
15 reconciled with Section 27(a)? Where's 27(a)?
16 Is there a 27 -- oh, there it is. I found that
17 a little confusing. You might want to take a
18 look at that. Not now, but later. I just
19 found that a little confusing, and I would -- I
20 would look at that again, in light of Section
21 27(a), for whatever that's worth. And then --
22 yeah, just -- that's enough on that.

23 MS. HERNANDEZ: Okay.

24 CHAIRMAN KORGE: And 29, where it talks
25 about amendments --

1 MS. HERNANDEZ: Yeah.

2 CHAIRMAN KORGE: -- and says pursuant to
3 provisions of Division 9 (sic) of the Zoning
4 Code of the City Coral Gables. Will that
5 include any subsequent, similar laws or
6 ordinances that might replace the Zoning Code?

7 MS. HERNANDEZ: Yeah, that will, and that
8 operates by virtue of law, anyway.

9 CHAIRMAN KORGE: Okay. Would the parties
10 consider inserting a provision, under Section
11 31, for any -- in the event of any dispute,
12 that there be a pre-suit mediation, as opposed
13 to mediation after you file suit? I just
14 recommend that. It's something you can discuss
15 later, but it would -- I've found that to be
16 helpful in cutting costs, legal fees and stuff
17 like that.

18 MS. HERNANDEZ: Okay.

19 CHAIRMAN KORGE: And then on the Estoppel
20 Certificates, Section 32 --

21 MS. HERNANDEZ: Yeah.

22 CHAIRMAN KORGE: -- the certificate would
23 set forth a notation of the modifications.
24 Could it, alternatively, include the entire --

25 MS. HERNANDEZ: What line are you on, I'm

1 sorry?

2 CHAIRMAN KORGE: Section 32.

3 MS. HERNANDEZ: Yeah.

4 CHAIRMAN KORGE: It's in the middle of the
5 paragraph. It says -- it begins, "force and
6 effect and setting forth a notation of such
7 modifications." In lieu of having a
8 certificate that sets forth the modifications,
9 could we just include the entire modification?

10 MS. HERNANDEZ: Okay.

11 CHAIRMAN KORGE: Do you understand what I'm
12 saying?

13 MS. HERNANDEZ: I believe I do.

14 CHAIRMAN KORGE: Instead of rephrasing
15 whatever the modification is, just attach that
16 as the certificate.

17 MS. HERNANDEZ: Okay.

18 CHAIRMAN KORGE: It's something to look at.

19 MS. HERNANDEZ: Okay.

20 MR. COE: Are these proposed amendments to
21 this?

22 MS. HERNANDEZ: He's just --

23 CHAIRMAN KORGE: No, just, they can deal
24 it, going to the Commission. I don't think --

25 MS. KEON: They're drafting issues, yeah.

1 CHAIRMAN KORGE: I probably should have
2 just, you know, passed it through earlier --

3 MS. HERNANDEZ: Right.

4 CHAIRMAN KORGE: -- but -- and you already
5 addressed severability.

6 Section 35, it talks about a legal holiday
7 observed in the City. Is it in the City or by
8 the City? Is it going to be observed in the
9 City --

10 MS. HERNANDEZ: By.

11 CHAIRMAN KORGE: Is there a federal holiday
12 that the City doesn't recognize or --

13 MS. HERNANDEZ: I think it's by the City.

14 CHAIRMAN KORGE: Okay. And then I would
15 suggest, when you clean this up, Section 37
16 should be included in Section 52. It shouldn't
17 be a separate section.

18 MR. COE: That's just a scrivener's error.

19 CHAIRMAN KORGE: Yeah.

20 MS. HERNANDEZ: That is.

21 CHAIRMAN KORGE: It's not even an error.
22 It's just a different way of bringing it
23 together, shall we say.

24 Now, it talks -- in Section 39, there's no
25 general obligation of the City under the

1 agreement, meaning the City, I guess,
2 essentially doesn't ever pay monetary damages,
3 under this agreement, if there's a breach.

4 MS. HERNANDEZ: Correct.

5 CHAIRMAN KORGE: Okay. The notice
6 provisions, you need to put in there something
7 that allows the change of the notice persons
8 and addresses.

9 MS. HERNANDEZ: Say that again.

10 CHAIRMAN KORGE: In the notice provision,
11 Section 43 --

12 MS. HERNANDEZ: Right.

13 CHAIRMAN KORGE: -- we need to have in
14 there an ability to change the notice person.
15 So, for example, instead of the Senior
16 Vice-President for Business and Finance for the
17 City (sic), at the Ashe Building, if the City,
18 five years from now, moves that person
19 somewhere else or changes the responsibility of
20 that officer, that we would -- they would
21 notice us of that.

22 MS. HERNANDEZ: Okay, you're just saying,
23 add a sentence on the change of, you know --

24 CHAIRMAN KORGE: Yeah, I mean, just the
25 standard notice provision.

1 MS. HERNANDEZ: Okay.

2 CHAIRMAN KORGE: Include the ability to
3 change the notice persons and the notice
4 addresses.

5 MS. HERNANDEZ: Right.

6 CHAIRMAN KORGE: Pursuant to proper notice.

7 MS. HERNANDEZ: Okay.

8 CHAIRMAN KORGE: We addressed that. That
9 would be injunctive relief.

10 On 45, why is the City (sic) giving us
11 audited financial statements, just out of
12 curiosity?

13 MS. HERNANDEZ: Say this again.

14 CHAIRMAN KORGE: Allow us to inspect a copy
15 of their most recent audited financials.

16 MS. HERNANDEZ: Assuming they're
17 withholding payments or whatever and they're
18 claiming poverty or whatever. We don't know.
19 It could be whatever the City Manager deems
20 appropriate.

21 CHAIRMAN KORGE: Okay. Now --

22 MR. COE: That was the Biltmore Hotel
23 defense.

24 MS. HERNANDEZ: Yeah, well --

25 CHAIRMAN KORGE: So, in Section 47,

1 Successors in Interest, what happens if the
2 City transfers a parcel within the University
3 campus?

4 MS. HERNANDEZ: Say that again? If the
5 City --

6 CHAIRMAN KORGE: Takes a parcel within the
7 University campus and transfers it. Is that
8 possible, for them to do it?

9 MS. HERNANDEZ: Can the City or --

10 MR. COE: Can the City.

11 CHAIRMAN KORGE: No, I'm sorry. If I said
12 the City, I meant the University. Can the
13 University transfer the hotel property to a
14 third party, is really what I'm thinking about.

15 MS. HERNANDEZ: Anything in life is
16 possible.

17 CHAIRMAN KORGE: They still remain bound by
18 this agreement.

19 MS. HERNANDEZ: Yeah.

20 MR. COE: Hold on. Are you asking, can the
21 University sell, within the University campus
22 confines --

23 MS. HERNANDEZ: Yeah.

24 MR. COE: -- some of its structures to non-
25 University people, in a non-lease situation,

1 outright, fee simple?

2 CHAIRMAN KORGE: Any way. I'm asking about
3 particularly the hotel, and if they can, how
4 does it relate to this --

5 MS. HERNANDEZ: I don't want to give you a
6 legal response. I mean, I would have to look
7 at it, because I think we have an UMCAD that
8 provides the area, which is the University
9 plan, and, you know, the University map and the
10 University boundaries, and I mean, I'm assuming
11 anything is possible, but I'm -- you know, I
12 mean, they would have to jump through some
13 hoops to redefine their boundaries and whatnot.
14 What is -- I'm not sure what your question is.

15 CHAIRMAN KORGE: I was curious what happens --

16 MR. COE: If they want to sell structures
17 out within the campus.

18 CHAIRMAN KORGE: If and when it ever comes
19 up. I mean, if you do a hotel there --

20 MS. HERNANDEZ: Right.

21 CHAIRMAN KORGE: -- the University may not
22 be managing the hotel, may not be --

23 MR. COE: The University -- I don't think
24 the University is managing the hotel.

25 CHAIRMAN KORGE: Do we --

1 MR. COE: I don't want to speak for the
2 University, but I presume they would have a
3 management contract --

4 CHAIRMAN KORGE: Well, let me --

5 MR. COE: -- with a company.

6 CHAIRMAN KORGE: Jack -- Jack -- Please let
7 me finish. There's a 99-year lease.

8 MS. HERNANDEZ: Right.

9 CHAIRMAN KORGE: So now you've got a tenant
10 who's operating it. The tenant is going to be
11 a successor under this agreement, subject to
12 this agreement?

13 MS. HERNANDEZ: They would have to comply
14 with the terms of this agreement to the extent
15 this agreement applies to them.

16 CHAIRMAN KORGE: Okay.

17 MS. HERNANDEZ: This agreement would apply
18 to them as to UMCAD amendments -- I mean, there
19 are certain provisions that apply to the entire
20 University campus.

21 CHAIRMAN KORGE: Is that -- The answer is
22 yes?

23 MS. HERNANDEZ: Yes, sir.

24 CHAIRMAN KORGE: They would be subject to
25 it?

1 MS. HERNANDEZ: Yes.

2 CHAIRMAN KORGE: Okay, that's all I want to
3 know. That's it. I'm done.

4 MS. HERNANDEZ: All right.

5 CHAIRMAN KORGE: We can open it to the
6 public now.

7 MS. HERNANDEZ: Oh, good. Thank you, sir.

8 CHAIRMAN KORGE: Do you want to call the
9 first witness, please?

10 MR. COE: First we need to swear the
11 witnesses in, Mr. Chairman. Why don't we do it
12 in bulk?

13 CHAIRMAN KORGE: Will everybody who's
14 testifying please stand up, and we'll have them
15 sworn in at the same time.

16 (Thereupon, all who were to speak were duly
17 sworn by the court reporter.)

18 MS. HERNANDEZ: Thank you.

19 MR. COE: You're giving them a two-minute
20 time limit, Mr. Chairman?

21 CHAIRMAN KORGE: Yeah, two or three
22 minutes.

23 MR. COE: I will remind the Chair that it
24 is one minute -- two minutes after 9:00. We
25 have 28 minutes to conclude and vote.

1 CHAIRMAN KORGE: Yeah.

2 MS. KEON: Okay.

3 MR. BOLYARD: The first speaker is Charlie
4 George.

5 MR. GEORGE: Excuse me. My name is Charlie
6 George. I reside at 4600 Santa Maria Street,
7 in Coral Gables, Florida. I've resided in
8 Coral Gables since 1948, and I just have a few
9 comments.

10 First, I didn't realize that we were going
11 to simply be discussing the agreement tonight.
12 I thought we were going to be discussing the
13 nuts and bolts of zoning and planning and so
14 forth and so on. This is a contractual
15 discussion; is that what I understand?

16 MS. HERNANDEZ: Yes, sir.

17 MR. GEORGE: Are we ever going to discuss
18 density, floor area ratios, high-rises, the
19 location, parking, traffic, congestion, any of
20 those things? Or are we simply here tonight to
21 discuss the agreement? I have no problem with
22 an agreement. Let me say up front, per se, I
23 have no problem with the City of Coral Gables
24 entering into some kind of planning and zoning
25 agreement with the University of Miami. And I

1 certainly agree with Dr. Shalala, this is very
2 important to the University of Miami, and the
3 University of Miami is even more important to
4 the City of Coral Gables. Aside from Cafe
5 Abbracci, it's probably the most important
6 institution in the City of Coral Gables.

7 MR. COE: Charlie, you haven't lost your
8 sense of humor.

9 MS. HERNANDEZ: You haven't, Charlie.

10 MR. GEORGE: Is that a -- For example, as I
11 said, I love the University of Miami. I think
12 most of us do. We appreciate what it's done
13 and what it's going to do for us in the future.
14 No place in the world like Bascom Palmer,
15 except Cafe Abbracci.

16 MS. HERNANDEZ: That's right.

17 MR. GEORGE: But I went online and I
18 checked the website and the minutes of the City
19 Commission meeting, and there are a lot of
20 ambiguities in there, and the only thing I ask
21 you to do is this. You know, it's nice to
22 discuss free tickets, right? And it's nice to
23 discuss how many home games we're going to get
24 to see and conference games and that sort of
25 thing, and \$22,000 (sic) worth of this and

1 lectures, but I served on this Planning and
2 Zoning Board, for three years as chairman, many
3 years ago, and a lot of the things you discuss
4 now, like concurrency and mitigation, weren't
5 even discussed in those days, so I know it's
6 complex and technical, et cetera, et cetera,
7 but I fail to see how tickets and free tickets
8 and lectures have anything to do with planning
9 and zoning. Can somebody on the Board explain
10 that to me?

11 MS. KEON: There has been a plan already
12 developed, that the University has to develop
13 under, with regard to square footage, with
14 regard to heights, with regard to placement of
15 buildings, and everything else, that's already
16 in existence.

17 MR. GEORGE: I see, and could we rezone it,
18 then, for two thousand tickets instead of one?
19 Is that my time up, or is that an emergency?
20 Is the air conditioning out? Is Cafe Abbracci
21 closing? What's going on around here?

22 MR. COE: Charlie, that's your time.
23 You're on a timer, Charlie. It's like being at
24 the Third District.

25 CHAIRMAN KORGE: I guess what Pat's telling

1 you is that the zoning, as it exists now, is
2 unchanged. This is just an agreement relating
3 to the overall development in the future.

4 MR. GEORGE: But the setbacks are changing.
5 Buffer zones are changing. The floor area
6 ratio is changing. It's going from 0.5 to 0.7.
7 That's a 40 percent increase in the floor area
8 ratio. That affects open space, green space,
9 density, use, everything, activities.

10 Listen, give them the roads. I don't care
11 about the 20 million or the 22 million. And I
12 don't care about the convocation center being
13 another 2,000 seats, and I don't care about the
14 University of Miami having an agreement, and
15 existing, and doing well. We want them to
16 prosper. But we're looking to you, to look
17 into these details for us, that affect density,
18 that affect safety, that affect public welfare.
19 As I see it, that's your job, not to worry
20 about tickets and lectures and all that sort of
21 thing.

22 CHAIRMAN KORGE: Well, it's not before us
23 yet.

24 MR. GEORGE: What's that?

25 CHAIRMAN KORGE: It's not before us yet.

1 That's coming before us, assuming the
2 Commission ultimately approves this, when they
3 bring forward any changes to the UMCAD, to the
4 existing zoning rules. They're already subject
5 to existing zoning rules, and those zoning
6 rules are still in effect and don't change
7 unless they go through a process that will have
8 to pass through this Board --

9 MR. GEORGE: Yeah, but --

10 CHAIRMAN KORGE: -- and the Commission.

11 MR. GEORGE: What about the density and the
12 sight lines? You know, what about the number
13 of high-rises and where they're located? What
14 about traffic and where people can get in and
15 out through -- through the perimeter of the
16 campus?

17 MS. HERNANDEZ: Yeah.

18 MR. GEORGE: What about me walking down the
19 sixth and seventh fairways of the Riviera
20 Country Club? What do I see on the horizon
21 over there? Do I see high-rises? Do I see
22 mid-rises? Do I see parking garages?

23 CHAIRMAN KORGE: Do you have a hook or a
24 slice?

25 MR. GEORGE: I have a bad game, is what I

1 have, a bad swing.

2 CHAIRMAN KORGE: Sorry. I couldn't resist
3 that one.

4 MR. GEORGE: But, you know, that's what I
5 expected to discuss tonight, not Provision 35
6 and --

7 MS. KEON: But that's not what's before us
8 tonight.

9 MR. GEORGE: Okay. So when does it come
10 before us? When do we get a chance to review
11 that, not to be obstructionist --

12 MS. KEON: No, I understand.

13 MR. GEORGE: -- but to ask questions?

14 MS. KEON: We don't know when it will come
15 before us. You would --

16 CHAIRMAN KORGE: I don't know when it will
17 come before us, but until it comes before us,
18 nothing is changing.

19 MR. GEORGE: Well, the floor area ratio has
20 changed from 0.5 to 0.7, which is a 40 percent
21 change. The setbacks, the -- what do they call
22 that, the perimeter road, the --

23 MS. KEON: Not by this document, Charlie.

24 MR. GEORGE: What's that?

25 MS. KEON: Not by this document.

1 CHAIRMAN KORGE: Not from this document.

2 That's got to --

3 MS. KEON: It would not be this document
4 that we're talking about tonight.

5 MR. GEORGE: Well, you talked about it to
6 some extent, the 75 feet --

7 CHAIRMAN KORGE: Charlie -- Charlie, I
8 think they were giving us a preview of --

9 MS. KEON: What's coming.

10 CHAIRMAN KORGE: -- what's going to come
11 back before us. So we can approve, or we
12 modify, or we can not approve. It hasn't
13 been -- It won't be approved by this.

14 MR. GEORGE: When will it be before you?

15 CHAIRMAN KORGE: I don't know. Ask Eric.
16 He'll know. Maybe the University --

17 MS. KEON: The University might be in a
18 better --

19 MR. RIEL: It has to be submitted by
20 October 15th, and then considered by the
21 Commission by December 31st.

22 CHAIRMAN KORGE: So it will be considered
23 within the next couple of months.

24 MS. KEON: Sometime between October and
25 November.

1 MR. GEORGE: Okay, so we're going to have a
2 chance --

3 MS. KEON: Sometime toward the middle of
4 October to November.

5 MR. GEORGE: I'm not opposing a hotel. I'm
6 not opposing this or that. We're going to have
7 a chance to look at it and discuss it, in the
8 sunshine?

9 MS. KEON: Yes.

10 MR. COE: Charlie, we're getting this in
11 dribs and drabs, because they did not -- As you
12 heard the University attorney say, at the
13 beginning of this meeting, that they did not
14 want to overburden us with two or three
15 consecutive meetings to decide this whole --
16 this whole development plan. Whether that's
17 good or bad --

18 MR. GEORGE: Okay, if you're here --

19 MR. COE: I agree with you that --

20 CHAIRMAN KORGE: All right, well, we have
21 to --

22 MR. COE: -- you know, I'd rather see it
23 all at once, but that's not the way it's being
24 presented.

25 CHAIRMAN KORGE: Excuse me, we have to move

1 on to the next --

2 MR. GEORGE: Okay, fine. If you want to
3 enter an agreement with the City -- I mean,
4 with the University of Miami, I think that's
5 wonderful.

6 MS. KEON: That's all this is.

7 CHAIRMAN KORGE: Thank you, Charlie.

8 MR. GEORGE: Good night.

9 MR. BOLYARD: Christina Farmer?

10 MS. FARMER: Good evening, Chair and
11 Members of the Board. My name is Christina
12 Farmer, and I'm the University of Miami Student
13 Government President.

14 As leader of the student body, it is my job
15 to bring students' issues to the attention of
16 the administration. We have followed closely
17 the University's relationship with the City and
18 its neighbors, and have tried to be good
19 neighbors ourselves.

20 One issue that the students have been most
21 concerned about is the plan for the inner road
22 and the potential effect on the Gifford
23 Arboretum. The research area and green space
24 is an important part of our campus community.
25 I attended the neighbor presentation last week

1 and have a full appreciation of the
2 University's programs to reduce neighborhood
3 traffic. The Hurry'Canes Shuttles, the bike
4 paths, the limit on student parking, have all
5 contributed not only to reducing the traffic,
6 but also to making our campus greener, and our
7 community, as well, and that's a very important
8 goal of the University of Miami students. In
9 fact, student leaders and I have met with
10 Commissioner Cabrera and talked about ways to
11 expand our bike program. It is important to
12 recognize the Gifford Arboretum as a special
13 part of our community and to minimize harm to
14 it.

15 On behalf of the students concerned with
16 the future of the Gifford Arboretum, please
17 approve this agreement, which gives the
18 University, the City, and our neighbors an
19 opportunity to work out a better plan for this
20 road.

21 Thank you.

22 CHAIRMAN KORGE: Thank you.

23 MR. BOLYARD: Doris Rudnick?

24 MS. RUDNICK: Good evening. I'm an alumna
25 of the University and --

1 CHAIRMAN KORGE: Will you state your name
2 and address for the record, please?

3 MS. RUDNICK: Doris Rudnick, and my address
4 is 5030 Granada Boulevard, and I've been a
5 resident for 50 years at that location, and
6 what I wanted to address was the problems with
7 traffic, which of course has increased, and
8 it's expected. However, I am concerned about
9 the future of Ponce Boulevard, Ponce de Leon
10 Boulevard.

11 For commencement exercises at the
12 University and the high schools, they closed
13 Ponce de Leon Boulevard to the residents and to
14 everyone, other than commencement exercises,
15 and I'm wondering, in the future, if this is
16 going to be just the beginning of other
17 occasions when it will need to be closed.
18 Traffic is becoming -- at one point, it was
19 brought up, in one of the meetings, that there
20 was a plan to close Pisano Avenue. It's
21 universe -- South Dixie Highway is totally
22 jammed during the season, both with residents
23 and students, and Ponce de Leon Boulevard is
24 very important to residents, because that's our
25 access route to other areas, and I just hope

1 that the traffic situation will be addressed.

2 Thank you.

3 CHAIRMAN KORGE: Thank you.

4 MR. BOLYARD: Paul Groff.

5 MR. GROFF: Good evening, Members of the
6 Planning and Zoning Board. Thank you very much
7 for letting me speak. My name is Paul Groff,
8 and I'm a botanist, working at the University
9 of Miami for the past four years, both as a
10 faculty member and a researcher, although I got
11 my training at the UM of the Northeast.

12 I'm the incoming director of the Gifford
13 Arboretum, and I had a number of things to tell
14 you today about that arboretum. Can I ask you,
15 would you raise your hand if you know where the
16 Gifford Arboretum is, and if you've ever been
17 there?

18 I hope I don't have to say too much more in
19 this very brief time to kind of convince you
20 the value of this resource. It's a beautiful
21 place. Both the students and the residents of
22 the community use it, as a beautiful place.
23 But it's also very important for teaching and
24 research, and it's also a very important part
25 of the history of this community. So I hope

1 that all of you will be able to understand, or
2 if you need more information, you'll come to
3 me, as I become the director of this
4 institution, for more information about why it
5 is valuable, why it should be valuable.

6 Now, as you know, there's some possibility,
7 in some of the plans for the internal road,
8 that they will encroach on the arboretum, both
9 the road or the possibility of a parking lot,
10 and today I'm here to speak in support of a
11 delay in your mandate for the deadline of
12 construction of this internal road. I think
13 this will give the University more time to kind
14 of develop a more thoughtful planning process,
15 that might enable us to save more of the
16 arboretum, or ideally, all of the arboretum, if
17 there's any way to do so.

18 Now, a number of years have passed since
19 the plans first called for the road. As our
20 president of the student government said
21 earlier, since that time, the University has
22 made a number of concessions and efforts to
23 improve traffic circulation around the campus,
24 which were not really envisaged at the time
25 this internal road was designed, is my

1 understanding. The Hurry'Canes Shuttle,
2 eliminating cars for freshmen, some of the --
3 putting students in the University Village
4 apartments and other areas where they don't
5 need to drive in, these are all things that
6 ameliorate the traffic and possibly might be
7 considered in your consideration of putting the
8 deadline back for putting this road in.

9 So I hope you'll support this delay in the
10 deadline for the implementation of the road,
11 giving the University more time to have a
12 thoughtful process and to create a better plan
13 for campus mobility that may allow us to find a
14 way to relocate the road. Such a process may
15 be our best hope to preserve the value of the
16 Gifford Arboretum as a historic, beautiful and
17 scientifically important resource for future
18 generations, students, scholars, and --

19 CHAIRMAN KORGE: What's our deadline now,
20 on this agreement, 2015?

21 MS. KEON: '15, '15.

22 CHAIRMAN KORGE: All right. Okay.

23 MR. GROFF: Yes, that's the -- that's
24 the --

25 CHAIRMAN KORGE: The current deadline.

1 MR. GROFF: What's in the plan, yes.

2 Thank you very much.

3 CHAIRMAN KORGE: Thank you.

4 MR. BOLYARD: Greg Cesarano?

5 MR. CESARANO: Good evening, Chairman
6 Korge, Members of the Board. I'm Greg
7 Cesarano. I live at 4106 Pinta Court. I've
8 lived there for 17 years. I'm a graduate of
9 the School of Law.

10 The City and the University of Miami have
11 been woven together in the fabric of my life,
12 and my roots extend to the very bedrock of this
13 wonderful City. My parents, both UM grads,
14 raised four children in the City of Coral
15 Gables, just a couple of miles away from
16 campus. This is, has been, and always will be
17 my home. And just as my life has been
18 intertwined with the City, so the lives of this
19 City and the University of Miami, they have
20 grown and prospered together, achieving
21 success, really, in what has been a symbiotic
22 relationship.

23 We've already seen, in recent years and
24 since the approval of the UMCAD agreement, top
25 students, scholars and faculty attracted to

1 Coral Gables. We have seen your previous
2 approval liberate millions of donated dollars
3 to construct, for example, the Alumni Center,
4 that has been a dream of the University and of
5 the Alumni Association for many years. We
6 broke ground during my term as president. It's
7 now come to fruition. It's a beautiful
8 building.

9 Your approval will continue to beautify
10 roads and the campus. It will generate
11 increased recognition and revenue for the City
12 Beautiful. Your approval will decrease student
13 commuter traffic around campus. Your approval
14 will allow both the City and the University to
15 get better, without the expense, without -- not
16 at the expense of the residents.

17 This is a win-win-win situation, for the
18 City, the University and the City's residents.
19 I urge you to recommend approval. I urge you
20 to continue to make our vision your vision, and
21 our dreams and your dreams a reality.

22 Thank you very much.

23 MR. BOLYARD: Richard Namon.

24 MR. NAMON: Thank you for allowing me to
25 speak. I'm Richard Namon, 5555 Oakwood Lane,

1 Coral Gables. We own property near the
2 University. The University is a very important
3 part of our lives, as well as the City's.

4 The University has already had its outreach
5 programs for residents, to provide some of
6 these services that they're going to provide to
7 the City in general, and that is all wonderful.
8 However the broad principles are wonderful, the
9 devil is in the details, and one of the things
10 that seems to be presented that isn't quite
11 true, at the last Commission meeting, where
12 they discussed what you had previously
13 discussed here, that will not come back to you
14 again. The question about the University
15 Multi-Use Area is not an issue for repeat
16 again, excepting as it appears here in this
17 agreement. So it's very important to think
18 about what this really means.

19 The zoning, as it is in the City of Coral
20 Gables for like Miracle Mile and Ponce de Leon
21 Boulevard up near Miracle Mile, is not suitable
22 for development along Ponce de Leon Boulevard,
23 down by the University. It's a wonderful
24 vision area, it has green space, but if the
25 City allows a Multi-Use Area to be built with

1 the same Zoning Code that we have, you will end
2 up with a row of buildings, side by side, that
3 look no better than Miracle Mile.

4 Zoning such as is used by the City of Miami
5 on Brickell Avenue, has provided commercial
6 areas which are much more friendly to the
7 public, and I really think that for the benefit
8 of the University, either there needs to be a
9 rather huge setback from Ponce de Leon road for
10 this Multi-Use function, or that there be a
11 separate Zoning Code for the University
12 developed for that area.

13 I hope you will think very carefully as you
14 approve, whether you just take, blanketly,
15 Paragraph 14, because it includes things like
16 limiting height -- it is very specific in its
17 general way, and realize that combined with
18 what you've already passed through before, it
19 will become permanent. It will not come back
20 to you.

21 Thank you.

22 MR. BOLYARD: Bob Gallagher?

23 MR. GALLAGHER: Mr. Chairman, Members of
24 the Board, my name is Bob Gallagher. I reside
25 at 1137 Campo Sano Avenue, Coral Gables.

1 Campo Sano is certainly one of the most
2 significantly -- significant streets that will
3 be impacted by this plan.

4 At the invitation of the University, my
5 wife and I attended their presentations, to
6 learn more about the plan. We walk the
7 University, many times during the week. I can
8 tell you, while some of the questions raised
9 this evening about traffic, I think, are valid,
10 whether it was graduations, whether it's
11 basketball games, whether it's baseball games,
12 we are not impacted by traffic to an adverse
13 degree on this street, and we live on this
14 street.

15 The benefits to the City have been
16 discussed tonight, and certainly the benefits
17 and the burdens imposed on the University by
18 this agreement have been discussed tonight.
19 But their proposal and their enhancements, it's
20 not like a developer coming in that's got a raw
21 piece of land and saying, "What are we going to
22 do?" You only have to walk the perimeter, to
23 go in the interior, and to see the level of not
24 only maintenance, but continued upgrade in the
25 landscaping that's been a real tribute to this

1 City. We urge your support of their
2 application and recommendation of the City.

3 Also, two of our other neighbors were here
4 tonight and could not stay, Mr. and Mrs. Lane
5 and Mrs. Jackson, who also reside at Campo
6 Sano, and with your permission, I'd like to
7 turn in their letters of no objection.

8 Thank you.

9 MR. BOLYARD: Devang Desai?

10 MR. DESAI: Good evening, Mr. Chairman,
11 Members of the Board. My name is Devang Desai.
12 I reside at 517 Alminar, in the City of Coral
13 Gables. I have become a product of the City,
14 not only attending the schools here, but also
15 the University of Miami's undergraduate
16 institution, as well as the Law School, and I
17 started eight years ago before you, asking this
18 Board to consider the passage of University
19 Village, and what an amazing accomplishment
20 it's been, and the wonderful benefits that all
21 of us have achieved because of less traffic.
22 What better economy, not only for the City, but
23 also for the University, and a better quality
24 student, allowing for a better student
25 experience.

1 And so I come again before you today, to
2 suggest and recommend and strongly support that
3 this Board once again do the right thing and
4 enter into this development agreement with the
5 University of Miami, not only because we're
6 married, but also because we want to continue
7 to have a healthy partnership, as we've enjoyed
8 for the last eight plus years, and on behalf of
9 the students, our administrators, the faculty,
10 and the many scholars, and not to mention all
11 the City's residents, I urge you to approve
12 this agreement, so that all of us can continue
13 to achieve the promise of greatness.

14 Thank you.

15 MR. BOLYARD: Kathryn Gaubatz?

16 MS. GAUBATZ: Good evening, Mr. Chairman,
17 Members of the Planning and Zoning Board. I'm
18 Kathy Gaubatz. I live at 2912 Alhambra Circle,
19 and I'm here to talk for the Gifford Arboretum.
20 I know you've already put off the decision
21 about the internal road and when it's going to
22 be built, but I want to make a distinction
23 between the road and the Gifford Arboretum.
24 There is no reason that the road needs to go
25 through the Gifford Arboretum.

1 I started digging -- I want to thank Pat
2 Keon for talking a little bit about the road at
3 the last meeting, but I started going through
4 the history, because before, when I appeared
5 before you, this whole development plan was a
6 little bit, you know, unspecific to me. But I
7 looked up my old articles, and in 1991, the
8 Planning and Zoning Board definitely said no
9 parking in the Gifford Arboretum, no parking
10 lot, and they didn't talk about a road.
11 Believe me, we would have spent all that time
12 yelling and screaming about a road, if there
13 had been plans for a road. There were no plans
14 for a road through the Gifford Arboretum. And
15 that was passed by the Planning and Zoning
16 Board. That's why I'm here tonight. That was
17 passed on to the City Commission, and in six
18 months later, Tad Foote got up in front of a
19 distinguished group and said, "The Gifford
20 Arboretum will be here in perpetuity," and he
21 rededicated the Gifford Arboretum, and in 1994,
22 the University approved of a new Master Plan
23 for the Gifford Arboretum.

24 So I think what has happened, in the talk
25 about this road -- whether it will help traffic

1 or not, that's to be debated. I have my doubts
2 whether the cars are really going into the
3 University, but be that as it may, through some
4 misunderstanding, the people in the arboretum
5 community, the director, the Friends of the
6 Gifford Arboretum, were not kept abreast of
7 exactly where this road was supposed to go, and
8 so I am asking two things: One, even though
9 it's five, 10 years from now, to do again what
10 you said, that you would not allow any parking,
11 any road in the Gifford -- I mean, you can see
12 it, it's in the Miami Herald, a letter from Tad
13 Foote, saying, "Thank you, Kathy, for saving
14 this important part of our University," and
15 then the architect's plan for a redesign of the
16 arboretum. But I'm asking you to say no
17 parking and no road in what the people, such as
18 Paul, the head of the Gifford Arboretum
19 Friends, and other constituents, such as that
20 wonderful student, said was in the Gifford
21 Arboretum. That's why you got all those
22 letters and calls, because it was the people
23 who had the interest in the arboretum who felt
24 some of the boundaries were being encroached
25 upon.

1 So I know that is not -- I mean, I'm taking
2 the Google map and taking it down to one
3 little, itty bitty, tiny part, and you're
4 looking at the whole thing. But it was the
5 Planning and Zoning Board that saved us before,
6 and I even dug up my old book, The Lorax, which
7 I used when I tried to convince people not to
8 do anything to the Gifford Arboretum, and I
9 hope that you will put something in there to
10 save it forever.

11 CHAIRMAN KORGE: Thank you.

12 MS. GAUBATZ: Thank you.

13 MR. BOLYARD: Enrique Lopez.

14 MR. LOPEZ: Good evening, Mr. Chairman,
15 Vice-Chair, Members of the Local Planning
16 Agency and the Planning and Zoning Committee.

17 First of all, I'd like to commend all of
18 you. I've sat here for a good three plus
19 hours, listening to your very valid questions,
20 and as a fellow resident, I thank you, because
21 it is people like yourselves, who provide your
22 personal time to make sure our City stays on
23 track, and I appreciate that, personally.

24 This is a milestone, long awaited by all
25 parties and residents. At last, my City and my

1 alma mater are in agreement. I thought it
2 would never happen. For as long as I can
3 remember, living in our City Beautiful -- that
4 was before my hairline recession or a
5 depression -- a development agreement has been
6 sought by all. As a resident, I really welcome
7 it. As a resident, I also see the safeguards,
8 and numerous safeguards, for our City and its
9 residents. You all basically have still
10 tremendous control, as well as other entities
11 within the City.

12 It is a framework within which to operate,
13 basically the rules of engagement, long time
14 coming. It is a positive step in the right
15 direction. We retain control through bodies
16 such as yours, the LPA, Planning and Zoning,
17 our administration, even a very willing spouse,
18 as you referred. You're married. Well, both
19 entities wish to renew their vows and forever
20 love each other.

21 As a resident, I urge you to please
22 approve recommending this development agreement
23 to our City Commission. Let's not wait any
24 longer. We've had enough time.

25 Thank you.

1 CHAIRMAN KORGE: Thank you.

2 MR. BOLYARD: Standford Birnholz.

3 MR. BIRNHOLZ: Hello. My name is Standford
4 Birnholz, 1450 Baracoa Avenue, Coral Gables.

5 I think the -- this agreement we're talking
6 about tonight is opacent, opaque, and
7 premature.

8 With your permission -- Mr. Siemon, did
9 testify tonight that the internal road we're
10 talking about was going to be put in something
11 like five years in the future, from now?
12 Didn't you say that?

13 MS. HERNANDEZ: Mr. Birnholz, I'm sorry,
14 you have to address it through the Chair.

15 CHAIRMAN KORGE: Yeah, that's the deadline
16 set in the agreement. That's correct. The
17 agreement sets a deadline of 2015 to --

18 MR. BIRNHOLZ: Okay. I want to ask, if I
19 may, Mr. Riel -- and wait a minute, you also
20 said that the UMCAD would not be changed with
21 this agreement; is that correct, Mr. Siemon?

22 CHAIRMAN KORGE: I think what he said was
23 that this does not in any way make any changes
24 to the existing UMCAD, but it is conditioned
25 on -- and they expect a change to be brought

1 forward through the process, the legislative
2 process, before this agreement is finalized.

3 MR. BIRNHOLZ: Okay, but this -- this
4 agreement does not change the UMCAD?

5 CHAIRMAN KORGE: Not at this time.

6 MS. HERNANDEZ: No, it does not.

7 MR. BIRNHOLZ: Okay. I want to ask, if I
8 could, Mr. Riel a question.

9 Mr. Riel, on March -- When the UMCAD was
10 passed, the last one, on March 27th, 2007, I
11 asked you a question, to clarify the terms of
12 the internal road. Am I correct in what you
13 stated and what's on the minutes of the
14 Commission, when the UMCAD was passed, that the
15 internal road construction was a condition
16 precedent to any construction at the
17 University, and the internal road would be
18 completed by December 2010?

19 MR. RIEL: The construction drawings were
20 due December 2010, and the actual construction
21 needed to be completed by 2012. And there was
22 other safeguards in there, that if there's
23 certain improvements of certain portions north
24 of the lake, that those trigger that, as well.

25 MR. BIRNHOLZ: Okay, so it's not five years

1 in the future, then. It's supposed to be much
2 less. I understood that construction would
3 start, from all the people I dealt with, in the
4 summer of 2009. I also found out recently that
5 an extension was made to complete the thing
6 by August of 2011.

7 MS. KEON: I think that that was clarified,
8 and we asked that question tonight with regard
9 to the development of that road, and it was --
10 they moved the date out because they anticipate
11 construction to move out, also. They also --
12 It will be also triggered by permitting. So,
13 even if the construction comes sooner than
14 anticipated, by permitting for any building
15 there, it will require the road, also. So --

16 MR. BIRNHOLZ: Do you know why, the reason
17 for the road was put in?

18 MS. KEON: Yes. I was here.

19 MR. BIRNHOLZ: It was -- You were here?

20 MS. KEON: It was for construction.

21 MR. BIRNHOLZ: And do you remember the
22 traffic light at the Law School?

23 MS. KEON: Right.

24 MR. BIRNHOLZ: That was the alternative,
25 the road, if they didn't put the traffic light

1 in. They didn't put the traffic light --

2 CHAIRMAN KORGE: Excuse me for
3 interrupting, but we're -- we need to either
4 extend -- We need to extend this meeting if
5 we're going to continue, so I need a motion --

6 MS. KEON: But I think that your concerns
7 are being addressed by a change in the series
8 of time lines.

9 MS. HERNANDEZ: We need to -- Parliamentary
10 procedure, please.

11 CHAIRMAN KORGE: We need to --

12 MR. FLANAGAN: I move to extend the meeting
13 to 9:45.

14 CHAIRMAN KORGE: Is there a second?

15 MS. KEON: I'll second it.

16 CHAIRMAN KORGE: A motion and second. Any
17 discussion?

18 No discussion. Let's call the roll,
19 please.

20 MR. BOLYARD: Pat Keon?

21 MS. KEON: Yes.

22 MR. BOLYARD: Javier Salman?

23 MR. SALMAN: Yes.

24 MR. BOLYARD: Eibi Aizenstat?

25 MR. AIZENSTAT: Yes.

1 MR. BOLYARD: Robert -- no. Jack Coe?

2 MR. COE: Yes.

3 MR. BOLYARD: Jeffrey Flanagan?

4 MR. FLANAGAN: Yes.

5 MR. BOLYARD: Tom Korge?

6 CHAIRMAN KORGE: Yes.

7 MR. COE: So the Chair is clear, we have 11
8 minutes. I will not vote for any further
9 extensions after 9:45.

10 CHAIRMAN KORGE: How many more witnesses do
11 we have?

12 MR. BOLYARD: No more.

13 CHAIRMAN KORGE: No more? Okay.

14 All right, so we're done.

15 MS. HERNANDEZ: Right.

16 CHAIRMAN KORGE: We'll open it for
17 discussion or a motion or --

18 MS. HERNANDEZ: Mr. Chairman, I did write
19 some of the recommendations that had been
20 raised at the Board, that both Mr. Siemon and
21 Mr. Bass had agreed to. So, if you're looking
22 for a motion for recommendation for approval,
23 in addition to some of the -- what I'm terming
24 cleanup matters that you mentioned, you also
25 made specific references to elements for

1 injunctive relief, on 44, for non-monetary
2 defaults, and then to make sure that we
3 reference the interest, the cross-referencing
4 on the interest.

5 CHAIRMAN KORGE: On an accelerated payment?

6 MS. HERNANDEZ: Monetary, yes. So if those
7 are included in whatever motion of approval.

8 MR. FLANAGAN: I just ask, are we all in
9 agreement and clear that this doesn't change
10 UMCAD? Because Paragraph 27, Tom, when you
11 started talking about it, brought my attention.
12 27(b) says that, "The following ordinances and
13 resolutions are hereby amended upon the
14 adoption of the development agreement," and it
15 specifically says Ordinance Number 2964 through
16 2007 UMCAD and 2010 UMCAD applications.

17 MS. HERNANDEZ: Right. Well, let me
18 address -- for example, Resolution Number
19 2003-7 has to do with the sale of alcohol,
20 okay?

21 MR. FLANAGAN: Okay.

22 MS. HERNANDEZ: And the other ones, I
23 believe, are certain UMCAD changes that have
24 been approved in the past, and I think they
25 deal with changes in dates, but both Mr. Bass

1 and Mr. Siemon have been dealing with this
2 document much more than I have, so I'm sure
3 that they can both approach, as speedily as
4 they can, because as Mr. Coe has said, he's not
5 going to vote to extend this.

6 So can you answer, guys?

7 MR. BASS: No substantive change. The only
8 change is the change imposed for the time lines
9 which relate to the inner road --

10 MS. HERNANDEZ: Right.

11 MR. BASS: -- which is being changed in
12 accordance with the five-year delay that we've
13 been discussing.

14 MR. AIZENSTAT: So you're on record as
15 stating that?

16 MS. HERNANDEZ: Right.

17 MR. BASS: Yes.

18 MS. HERNANDEZ: Thank you.

19 MR. BASS: Thank you.

20 MS. HERNANDEZ: Okay, motion?

21 CHAIRMAN KORGE: A motion, anybody?

22 MR. AIZENSTAT: For me, it's the first time
23 that I've actually seen a disclaimer on a
24 document, and I guess legal counsel has gone
25 ahead and taken a look at it and they feel

1 comfortable --

2 MS. HERNANDEZ: We do.

3 MR. AIZENSTAT: -- with a disclaimer on it?

4 MS. HERNANDEZ: Yes, sir.

5 MR. AIZENSTAT: Okay, that's my issue.

6 MS. KEON: Do you want to move it?

7 MR. AIZENSTAT: I'm sorry?

8 CHAIRMAN KORGE: Do you want to move
9 approval or do you want -- Does anybody want to
10 make a motion?

11 MR. FLANAGAN: I move to approve in
12 accordance with Staff's recommendation.

13 MS. KEON: Including --

14 CHAIRMAN KORGE: With the changes, adding
15 the elements of injunctive relief and
16 clarifying that interest would accrue on any
17 accelerated monetary defaults?

18 MR. FLANAGAN: With those amendments, yes.

19 CHAIRMAN KORGE: Yes.

20 MS. KEON: I'll second it.

21 CHAIRMAN KORGE: A motion and second.
22 We'll open it for discussion.

23 MR. AIZENSTAT: Just, does anybody know how
24 many residents are in the City of Coral Gables,
25 what the number is?

1 CHAIRMAN KORGE: About 48,000.

2 MR. COE: The residents?

3 MS. KEON: Right, 48,000.

4 MR. COE: 2009 U.S. Census estimate was
5 44,500.

6 MR. AIZENSTAT: Thank you for being
7 precise.

8 MR. COE: I don't know what the 2010 Census
9 is going to show.

10 MR. SALMAN: You should know that if you're
11 running for office.

12 CHAIRMAN KORGE: I thought it was 48.

13 MR. AIZENSTAT: Any other discussion?

14 MR. COE: I have a problem, and I don't
15 know yet how I'm going to vote, frankly.
16 Obviously, we need to have this agreement. It
17 is in the interest of the City and in the
18 interest of the University of Miami to get an
19 agreement. I'm still uncomfortable with the
20 BankUnited Center expansion and the proposed
21 liquor license.

22 As was pointed out, a 10,000-seat arena
23 will not attract first-tier entertainment. If
24 that's the case, I don't understand why we need
25 a liquor license. This area of Coral Gables is

1 totally residential, north of the University
2 campus, going into, as Charlie George was
3 talking about, around him and his house, the
4 Riviera Golf Course, and moving all the way up
5 the North Gables, along Alhambra Circle.

6 I am quite disturbed by this. I'm quite
7 disturbed that we have a concert on a Friday or
8 a Saturday night, and you have thousands of
9 people leaving the BankUnited Center, having
10 imbibed and getting into the very quiet streets
11 of Coral Gables, where the speed limit is 30
12 miles an hour, unlike the City of Sunrise, and
13 I appreciate the City Manager's allusions to
14 the City of Sunrise and to the arena up there,
15 which I've been to; it's a fine place. I don't
16 see the analogy, however, with our community.
17 The residents of that area of Coral Gables,
18 surrounding the University, north of Ponce de
19 Leon Boulevard, were there before there was
20 any, any, arena whatsoever. And if I recall,
21 there were discussions about whether or not the
22 UM was going to have a football stadium in that
23 area. It didn't go anywhere.

24 Now, I am concerned, quite frankly. I may
25 still vote for this, but I am quite concerned.

1 I have not seen anything that shows there's
2 been a traffic study when you have additional
3 concerts. I mean, we're talking about when
4 this -- When initially -- When I sat on this
5 Board and when we had the arena come up, it was
6 supposedly for sporting events. I have no
7 problem with that. I have no problem with
8 increasing the number of seats for a sporting
9 event, for women's basketball, for men's
10 basketball, or whatever they want to do in that
11 arena. I am concerned when we start talking
12 about concerts, and now we're going to add 10
13 to 20 more concerts or more event items in a
14 given year, and then we're also going to sell
15 alcohol, maybe wine or beer, but I know quite
16 well what happens to people with too much wine
17 and beer. I see that all the time at Dolphin
18 football games, with the beer. I just don't
19 think that is appropriate for this community,
20 and that is my only real problem with all of
21 this. I'd like to get it passed, and I just am
22 not happy with the fact, we have not been
23 presented with a traffic study that's going to
24 show the impact of these additional items,
25 these additional event items. We have seen

1 nothing.

2 When we had a traffic study shown, the last
3 time, it did not do it with anything whatsoever
4 with BankUnited Center and the increased number
5 of seats or any increased number of events, and
6 this is very troubling, and I do not want to
7 see such an adverse impact on the residents of
8 this community, and I mean, it's going to go to
9 the Commission. The Commission may decide it's
10 well worth having it, and they'll take their
11 chances. I am still troubled by it.

12 MS. HERNANDEZ: The roll?

13 CHAIRMAN KORGE: Any other discussion?

14 No more discussion. We'll call the roll,
15 please.

16 MR. BOLYARD: Javier Salman?

17 MR. SALMAN: Yes.

18 MR. BOLYARD: Eibi Aizenstat?

19 MR. AIZENSTAT: Yes.

20 MR. BOLYARD: Jack Coe?

21 MR. COE: I'm going to vote for it, with
22 the reservations that I've previously
23 expressed. I'm voting for it, but I still have
24 great concerns, and I ask the City Commission,
25 upon review of this, to press for more study on

1 the expansion of the BankUnited Center and the
2 inclusion of a beer-wine alcoholic license.

3 MR. BOLYARD: Jeffrey Flanagan?

4 MR. FLANAGAN: Yes.

5 MR. BOLYARD: Tom Korge?

6 CHAIRMAN KORGE: Yes.

7 MS. KEON: Do I get to vote?

8 MR. SALMAN: Pat.

9 MR. BOLYARD: Oh, I'm sorry, Pat Keon?

10 MS. KEON: Yes.

11 MS. HERNANDEZ: I think he ignored you.

12 CHAIRMAN KORGE: All right.

13 MS. HERNANDEZ: Okay, we have another
14 ordinance. Are we going to take up the other
15 issue?

16 MR. COE: We have no other issues --

17 MR. RIEL: We need a motion on the text
18 change.

19 MS. HERNANDEZ: Yeah, on that.

20 MR. COE: We have three minutes to do a
21 text change.

22 CHAIRMAN KORGE: Okay. That's in relation
23 to this?

24 MS. HERNANDEZ: The text change is from 10
25 to 20 years, right?

1 MR. RIEL: 10 to 20 years, yes.

2 CHAIRMAN KORGE: Right.

3 MS. HERNANDEZ: Is there a motion, please?

4 MR. COE: I so move.

5 MR. SALMAN: Second.

6 CHAIRMAN KORGE: There's a motion and a
7 second. Is there any discussion on the text
8 change?

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

10 CHAIRMAN KORGE: This is the text change
11 related to this, right?

12 MS. HERNANDEZ: Please leave quietly, or we
13 won't get the additional amendment for the
14 University.

15 CHAIRMAN KORGE: Okay, call the roll, please.

16 MR. BOLYARD: Eibi Aizenstat?

17 MR. AIZENSTAT: Yes.

18 MR. BOLYARD: Jack Coe?

19 MR. COE: Yes.

20 MR. BOLYARD: Jeffrey Flanagan?

21 MR. FLANAGAN: Yes.

22 MR. BOLYARD: Pat Keon?

23 MS. KEON: Yes.

24 MR. BOLYARD: Javier Salman?

25 MR. SALMAN: Yes.

1 MR. BOLYARD: Tom Korge?

2 CHAIRMAN KORGE: Yes.

3 MR. COE: What's the last item?

4 MS. HERNANDEZ: Mr. Riel, was there
5 anything else?

6 MR. RIEL: Yes, there's one additional
7 amendment item. It was a Zoning Code text
8 amendment, clarifying the language of vehicle
9 parking on the unimproved surfaces.

10 CHAIRMAN KORGE: I have a problem with
11 that.

12 MS. KEON: I do, too.

13 CHAIRMAN KORGE: So, if you want to spend
14 some time on it, you know, we don't have any
15 time left to do that.

16 MS. HERNANDEZ: Okay, we can do it at the
17 next meeting, but we are having problems with
18 people parking --

19 MR. SALMAN: Parking on the grass.

20 MS. HERNANDEZ: -- on certain areas that
21 we're trying to enforce our Code, and --

22 CHAIRMAN KORGE: Well, your Code is
23 unclear, number one, and number two, you're
24 basically telling most of the people in the
25 City they can no longer have parties at their

1 houses, because --

2 MS. KEON: Right.

3 CHAIRMAN KORGE: -- there's no place to
4 park but on the grass, so --

5 MS. KEON: You can't have a --

6 CHAIRMAN KORGE: But look at that.

7 MS. KEON: You can't have any visits.

8 CHAIRMAN KORGE: You've got to look at it.
9 It doesn't work.

10 MR. RIEL: We'll put it on the next
11 meeting.

12 MS. HERNANDEZ: Well, send us, then, your
13 written comments and concerns so that we can
14 study it between this meeting and next meeting.

15 CHAIRMAN KORGE: Okay.

16 MR. SALMAN: Thank you.

17 MS. HERNANDEZ: That way, we'll move
18 speedily along.

19 MR. COE: We're adjourned, Mr. Chairman?

20 MS. HERNANDEZ: Are we adjourned? Yay.

21 MS. KEON: Tom, did you adjourn?

22 (Thereupon, the meeting was adjourned at
23 9:45 p.m.)

24

25

