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1 had our discussion, let's go ahead and call the
2 roll, please.

3 MS. MENENDEZ: Jeff Flanagan?

4 MR. FLANAGAN: Yes.

5 MS. MENENDEZ: Julio Grabiell?

6 MR. GRABIEL: Yes.

7 MS. MENENDEZ: Maria Menendez?

8 MS. ALBERRO MENENDEZ: Yes.

9 MS. MENENDEZ: Alberto Perez?

10 MR. PEREZ: Yes.

11 MS. MENENDEZ: Marshall Bellin?

12 MR. BELLIN: Yes.

13 MS. MENENDEZ: Eibi Aizenstat?

14 CHAIRMAN AIZENSTAT: Yes.

15 MS. ALBERRO MENENDEZ: Okay.

16 CHAIRMAN AIZENSTAT: Thank you.

17 The next item on the agenda is an Ordinance
18 of the City Commission of Coral Gables,
19 Florida, providing for text amendments to the
20 City of Coral Gables official Zoning Code,
21 Article 5, "Development Standards," Division
22 19, "Signs," Section 5-1911, "Encroachments
23 over public rights-of-way," by eliminating the
24 requirement for a restrictive covenant for
25 signs which encroach nine inches or less into

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1 the public right-of-way, providing for
2 severability, repealer, codification and an
3 effective date.

4 MR. TRIAS: Mr. Chairman, the proposed
5 ordinance is simple as that. It's simply
6 eliminating one requirement, to try to make the
7 process a little bit faster and more efficient
8 for the applicants. In our view, the typical
9 condition would be a wall, a wall that is in a
10 downtown building at the property line, and
11 then if a sign is proposed on that wall,
12 sometimes it would encroach maybe a couple of
13 inches or something very minimal, and at this
14 point the process is a bit cumbersome and
15 sometimes has created a hardship for some
16 individuals, so the proposal is to not require
17 the restrictive covenant up to nine inches.

18 CHAIRMAN AIZENSTAT: Do you have any
19 examples that you can show us, any presentation
20 prepared?

21 MR. TRIAS: No, we don't have any
22 presentation beyond the description.

23 MR. BELLIN: Well, let me ask you a
24 question. Why not eliminate that requirement
25 for every encroachment of nine inches or less?

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1 MR. TRIAS: That was discussed with the
2 City Attorney, and we believe that in some
3 cases we wanted to keep that requirement. But
4 in the cases that it was so minimal that it
5 really wasn't creating any kind of practical
6 issue, we could eliminate it.

7 And keep in mind, all of this is reviewed
8 by the Board of Architects, also by the City
9 Architect, so there's a process of review and
10 some professional judgment that goes into this
11 approval.

12 MR. BELLIN: Is it fair to say, if we have
13 a column and the column has a capital, and the
14 capital extends beyond the column, nine inches,
15 do you need a covenant for that?

16 MR. TRIAS: The Building Code allows that,
17 and that's a different issue. What we're
18 talking about is just signs.

19 MR. BELLIN: Okay.

20 MR. TRIAS: Yeah.

21 MS. ALBERRO MENENDEZ: Right, but I think
22 that what Marshall is saying is that --

23 CHAIRMAN AIZENSTAT: That would be a sign.

24 MS. ALBERRO MENENDEZ: There's
25 encroachments that are less than nine inches

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1 that are handled by Public Works, has
2 restricted covenants, has additionally
3 insured -- the City has additionally insured
4 and has the requirement of the property owner
5 to maintain. How do those items get managed
6 now? If we were to waive the restrictive
7 covenants for these signs that are less than
8 nine inches, who's liable for the signs? Who
9 maintains the sign? Is there going to be
10 another document? I'm all for streamlining,
11 but --

12 MR. TRIAS: That's a very good point and
13 I'm glad you brought that up, because we had a
14 conversation earlier today with the City
15 Attorney, and he suggested that we have some
16 waiver language in the permit, that waives the
17 liability. Perhaps he could explain it more.

18 MR. LEEN: Yes. The way it will be now is,
19 if there's no restrictive covenant, the Code
20 still requires maintenance of the sign, so we
21 could still cite them as a matter of Code
22 Enforcement. I would like to add to this,
23 though, to the ordinance, and I'm going to
24 recommend it here today, based on my review and
25 the discussion I had with the Planning and

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1 Zoning Director, that there be a provision
 2 added to this that says that the property owner
 3 has a duty to defend, indemnify and hold
 4 harmless the City for any injury caused by the
 5 encroachment to third parties, and that the
 6 City may bring a cause of action to enforce
 7 this provision. The reason why is, that's what
 8 our restrictive covenant says right now.
 9 MS. ALBERRO MENENDEZ: Right.
 10 MR. LEEN: And that's one of the reasons
 11 that we have the restrictive covenant, is, if a
 12 sign, you know, heaven forbid, were to fall on
 13 someone or to hurt someone, it is on City
 14 property, so there could be a claim brought
 15 against the City. I'm not saying it would be a
 16 legally sufficient claim, but it would be
 17 brought. It would almost certainly be brought.
 18 They'd probably bring it against both the
 19 property owner and the City.
 20 The idea behind this is, the restrictive
 21 covenant, one, provides for insurance, but two,
 22 also provides for indemnification of the City,
 23 so the City is not being harmed from allowing
 24 the encroachment.
 25 So I would like that provision. I would

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1 recommend to you that you recommend the greater
 2 than nine inches amendment. I do think that
 3 will speed things up, where there's a very,
 4 very small risk to the City, in an encroachment
 5 of less than nine inches, but I still think
 6 there should be a provision in there saying
 7 that if something happens, you're still the one
 8 responsible for your encroachment, and so
 9 the --
 10 MR. TRIAS: And that provision will be in
 11 the building permit language.
 12 MR. LEEN: Well, no, I think it should be
 13 put into the Section 5-1911.
 14 MR. TRIAS: All right.
 15 MS. ALBERRO MENENDEZ: Yeah, it should be
 16 the ordinance.
 17 MR. LEEN: I think it should say the
 18 property owner has a duty to defend, indemnify
 19 and hold harmless the City for any injury
 20 caused by the encroachment to third parties,
 21 and the City may bring a cause of action to
 22 enforce this provision.
 23 MS. ALBERRO MENENDEZ: I feel comfortable
 24 with that, because of the reason for the
 25 restrictive covenant, in protection of the

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1 City.
 2 MR. LEEN: And in case you're worried about
 3 that, we have not had that happen since I've
 4 been here, so I don't think this would be used
 5 very much, but there could be a time it is, and
 6 the City should not have to pay for the entire
 7 amount of someone's injury based on a property
 8 owner's encroachment.
 9 MR. BELLIN: What happens in the case of
 10 awnings? Awnings have special requirements.
 11 You've got to pull a separate permit. And
 12 awnings do collapse. The one at Snow's
 13 Jewelers, the one that was on Salzedo,
 14 collapsed.
 15 MR. TRIAS: Mr. Chairman --
 16 MR. BELLIN: Nobody was there, but --
 17 MR. TRIAS: Yeah. This does not apply to
 18 awnings. This is only about signs. And
 19 whatever is with awnings, they're still
 20 required to have the restrictive covenant and
 21 go through the process.
 22 MR. LEEN: Yes, you would still have a
 23 restrictive covenant.
 24 MR. TRIAS: This is a very narrowly focused
 25 issue.

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1 MR. LEEN: It's only signs.
 2 MR. TRIAS: Yeah.
 3 MR. BELLIN: Understood. Only signs that
 4 are --
 5 MS. ALBERRO MENENDEZ: What is the typical
 6 encroachment -- I'm sorry, go ahead, Marshall.
 7 MR. BELLIN: Only for signs that project
 8 off a building nine inches or less, and that's
 9 it.
 10 MR. TRIAS: Yes, and this will be only when
 11 the wall is at the property line, okay, so
 12 you're encroaching into the public
 13 right-of-way, so it applies to a very narrow
 14 set of signs.
 15 MS. ALBERRO MENENDEZ: Sometimes you have
 16 the property back and it still encroaches,
 17 especially if it's wider than nine inches.
 18 MR. TRIAS: Well, right.
 19 MS. ALBERRO MENENDEZ: What I was going to
 20 ask you is, what's the typical encroachments
 21 for a sign? Do you know how much they encroach
 22 by? Is it two, three, four?
 23 MR. TRIAS: Two, three, four, and that's
 24 about the typical. No more than that,
 25 typically.

1 MS. ALBERRO MENENDEZ: So what's the magic
2 thing about nine inches? It's just because the
3 original ordinance said it?

4 MR. TRIAS: No. Nine inches, it was -- The
5 Building Code allows encroachments, right now,
6 as part of getting a building permit, up to 12
7 inches in cases of columns and capitals and
8 cornices and so on, and in our view, nine
9 inches was a reasonable number as compared to
10 some of the things that are typically in a
11 building that are similar, in terms of
12 encroachments, not signs but similar in terms
13 of the physical encroachment into the
14 right-of-way. So that was it. Certainly it's
15 an arbitrary number. Certainly you could come
16 up with a different number, if you prefer.
17 It's up to you.

18 MR. FLANAGAN: Do we require a covenant for
19 a support column or a cap or whatever it is, if
20 it extends -- encroaches into the right-of-way?

21 MS. ALBERRO MENENDEZ: Yes, I'm pretty sure
22 they do.

23 MR. TRIAS: If it encroaches more than
24 what's allowed by the Building Code. So, yes.

25 MR. FLANAGAN: No, but my question, if they

1 stay within the encroachments allowed under the
2 Building Code, do we require a covenant?

3 MR. TRIAS: No, that would not be required.

4 MS. ALBERRO MENENDEZ: Well --

5 MR. TRIAS: What happens is that balconies,
6 for example, typically --

7 MS. ALBERRO MENENDEZ: No, that's not --
8 and again, I'm not here as Staff, but every
9 encroachment that goes into the right-of-way
10 requires a restrictive covenant, which
11 requires, you know, the maintenance and it
12 requires the liability protection for the City.
13 The only difference is, less than nine inches,
14 in the Public Works items, it can be done
15 administratively, but they still require the
16 restrictive covenant to be signed. Anything
17 over has to go in front of the Commission.

18 MR. TRIAS: Okay.

19 MS. ALBERRO MENENDEZ: That's my
20 recollection, but I mean, again, I don't know
21 if it's changed.

22 MR. TRIAS: Right, and --

23 MR. LEEN: That's my feeling, too. My
24 recollection is that basically any encroachment
25 into the right-of-way, except for the waiver

1 that you just mentioned with Public Works, or
2 now this one, if it's passed, that we do give
3 restrictive covenants for that, but I'd have to
4 double-check.

5 Ms. Tompkins is shaking her head yes.

6 Do you want to --

7 MR. FLANAGAN: If it's good for one, it's
8 good for everything.

9 MS. TOMPKINS: Ms. Menendez is correct,
10 yeah. We do require the restrictive covenants
11 for other encroachments, but the Public Works
12 Department has the authority to approve those
13 encroachments up to nine inches. If they're
14 over nine inches, they have to go to the
15 Commission for approval.

16 MR. FLANAGAN: Got it. Okay. I just think
17 what's good for one is good for all. What's
18 the hardship for an applicant? What hardship
19 has been created by having to have somebody go
20 do an opinion of title and issue a covenant?

21 MR. TRIAS: It's purely the paperwork and
22 the effort that it takes. It has been
23 expressed as a hardship by some applicants in
24 the past, and from our point of view, we
25 thought it was an easy way to streamline the

1 process. But clearly, it's nothing more than
2 that.

3 MR. FLANAGAN: Right. I agree, and I'm all
4 for streamlining it and let's make things
5 happen, but I really have a hard time with the
6 City -- No matter what's contained in an
7 ordinance or what language may be in a building
8 permit, somebody at some point is going to come
9 back and say, "I had no idea," and there's
10 going to be a fight. At least with a covenant
11 and doing an opinion of title, somebody is
12 preparing the covenant, they're signing off on
13 it, and in my mind it's just a much -- it's an
14 overt act at that point and they know darn well
15 what they're getting into.

16 MS. ALBERRO MENENDEZ: That's a good point.

17 MR. FLANAGAN: So I have a very hard time
18 giving up the clear, explicit protection that
19 the City gets from a covenant and by being
20 named as an additional insured. I mean,
21 somebody could -- I could agree to indemnify
22 the world, but if I don't have a penny to my
23 name, then it's an absolutely hollow
24 indemnification. So, if we don't know that
25 they have insurance, then it could very well be

1 worthless. So I have a very hard time with
2 this.

3 CHAIRMAN AIZENSTAT: When you do a covenant
4 and they have to hold insurance, do they go
5 ahead and name the City as an additional
6 insured, so they're notified?

7 MS. ALBERRO MENENDEZ: Yes.

8 MR. LEEN: There's a waiver -- There's a
9 way to waive that. In certain circumstances --
10 There are insurance companies that won't do it,
11 and it goes to the risk manager, who can decide
12 to waive that in limited circumstances, but
13 normally we are added as an additional insured.

14 CHAIRMAN AIZENSTAT: That's a good point.

15 MS. ALBERRO MENENDEZ: And right now it's
16 my understanding that it's done for special
17 driveways, it's done for any encroachment that
18 exceeds -- any encroachment that's on the
19 right-of-way, regardless of the distance. The
20 only difference is, if it's up to nine inches,
21 it's done administratively. If it's more, it
22 goes before the Commission.

23 MR. FLANAGAN: So I'll move that we --
24 what?

25 MS. ALBERRO MENENDEZ: Kill it?

1 MR. FLANAGAN: Do not approve. Recommend
2 that we deny the application again, since it's
3 technically an application.

4 MS. ALBERRO MENENDEZ: I'll second it.

5 CHAIRMAN AIZENSTAT: We have a first,
6 second. Any comments?

7 MR. GRABIEL: I think the City has a
8 reputation for making life very difficult to
9 developers, and this is a minor point, nine
10 inches of a sign, which typically has to be
11 approved by the Board of Architects and the
12 Building Department, so it's something that is
13 well fixed and it's not going to be falling
14 down, and if we have already within our venue
15 for an architect to design a building that has
16 a capital, a cornice or entablature that is
17 nine inches over the property line, a sign of
18 nine inches should be allowed.

19 MR. FLANAGAN: But you still provide a
20 covenant for the cornice that extends. As
21 Maria says, even a driveway, if you want to do
22 a brick driveway approach, I think you need to
23 do a covenant and you need a special permit for
24 that, and that's not falling on anybody, and
25 so --

1 MS. ALBERRO MENENDEZ: Once there are any
2 space encroachments, they have to do the
3 restrictive covenant.

4 MR. GRABIEL: Yeah, but typically that's
5 when you're going through a building design and
6 it's already part of the building permit, so
7 it's already in the process. This is dealing
8 with --

9 MS. ALBERRO MENENDEZ: This is paperwork.

10 MR. GRABIEL: -- probably an existing
11 building --

12 MS. ALBERRO MENENDEZ: Yeah, this is
13 paperwork.

14 MR. GRABIEL: -- and attaching it to the
15 building and things like that, which, you know,
16 there's some times you see the store that's
17 open and the sign doesn't get up till six
18 months after, because they have to go through
19 all the paperwork. So I think what the Staff
20 is trying to do is trying to help a developer
21 who's investing money in the City to get their
22 sign up. That's what we're looking at.

23 MR. FLANAGAN: But any delay is probably
24 architectural review or a permit issuance, and
25 I would -- Forget it, I know from my experience

1 doing this that you can very easily get a
2 covenant prepared and ready to go during that
3 approval process.

4 MR. PEREZ: I agree with Julio. I mean,
5 it's not only the developer, but it's for an
6 existing building, for a company, a restaurant,
7 a bank, anybody who wants to come and open and
8 do business in the Gables, this is only another
9 layer of difficulty.

10 MS. ALBERRO MENENDEZ: Well, let me ask you
11 something. What if we were to require for it
12 to be provided within 30 days of, you know, the
13 permit being issued or something that allows
14 it? My concern with what Jeff said is the
15 protection for the City, because right now, a
16 restrictive covenant goes with the property.
17 If you decide not to have it, tomorrow you sell
18 your building, and the person who took over
19 those encroachments, there's nothing protecting
20 the City. So what if we were, in an effort to
21 streamline, because I'm familiar with all those
22 businesses that can't get their sign up, that
23 we say upon issuance of permit you have 30 days
24 to comply with the necessary paperwork, as a --
25 you know, what do you think of that? I mean,

1 in other words, that won't be the issue that's
2 causing the delay, but yet the City at the end
3 will get its protection.

4 MR. PEREZ: 30 days or before issuance of
5 TCO or CO?

6 MS. ALBERRO MENENDEZ: Okay, I'm seeing
7 Jane say no, so -- What would be Staff's
8 concern with that?

9 MS. TOMPKINS: The sign is probably already
10 up by the time 30 days have passed.

11 MR. FLANAGAN: Correct.

12 MS. TOMPKINS: And then where are we?
13 We're back at the Code Enforcement Board.

14 MR. LEEN: We have to cite them.

15 MR. PEREZ: But why couldn't it be before
16 TCO or CO?

17 MS. ALBERRO MENENDEZ: Oh, that's a good
18 one, prior to the TCO or CO.

19 MR. TRIAS: This is typically just a sign
20 permit, in an existing building. It's for
21 those kinds of very minor projects.

22 CHAIRMAN AIZENSTAT: It's not for
23 construction of a building.

24 MR. TRIAS: Right, right, so the reason
25 this was brought up is because somebody would

1 be trying to just put up a sign and all this
2 and says, "Oh, my God, you know, it's going to
3 take so long and it's creating such a
4 hardship," and it just didn't seem to be worth
5 the effort, and it was just a way to try to
6 streamline that process, just for the changing
7 of a sign, for example, on an existing
8 building, so --

9 MR. LEEN: My office had a couple people
10 come, over the course of the last few years,
11 and they had a lot of difficulty getting
12 through the Board of Architects process and
13 then the restrictive covenant and then the
14 insurance. They're a small business owner, so
15 I think -- and it took a lot of time, so I
16 think that the thought was that this might
17 assist them a little bit, and the City does
18 want to -- This is more of a policy issue, but
19 I think at least, you know, one way I think you
20 might look at it is that the City allows
21 businesses in the City if you're going to have
22 a sign that's going to have to encroach into
23 the right-of-way, unless it's just flat, and so
24 the City is willing to allow property owners to
25 do that without going to the expense of getting

1 a lawyer, doing a restrictive covenant, et
2 cetera, for nine inches or less.

3 Now, what that number should be or whether
4 it should exist is ultimately a policy
5 decision, and I can tell you, you're right,
6 it's better to have -- from a legal matter, it
7 is better to have the restrictive covenant.
8 The thought was, though -- and, you know, some
9 of the Commissioners have said this in
10 meetings, and I know Staff has talked about it,
11 and one of our goals is to try to make it
12 easier for businesses. So this was one idea
13 that came up, and that's why it's being
14 presented to you, and I was comfortable with
15 the nine inches because, one, I haven't seen
16 claims, really, even for 20-inch signs, but,
17 you know, there is a danger in a 20-inch sign
18 or a large encroachment that is greater than a
19 smaller one, and I thought that there was
20 language we could put in the ordinance that
21 would protect the City. But ultimately, there
22 is more risk, you're right. So that is a
23 policy judgment.

24 MS. ALBERRO MENENDEZ: What is the typical
25 encroachments of these signs.

1 MS. TOMPKINS: Again, it's minor. It's
2 predominantly the buildings that are in the
3 CBD.

4 MS. ALBERRO MENENDEZ: Right.

5 MS. TOMPKINS: Most of them are already
6 built, if not at the property line, very close
7 to it. Think of your typical sign for a
8 restaurant or something. It's projecting out
9 from the wall just a few inches, you know, a
10 couple of inches, maybe, for the mounting
11 brackets, and then maybe a couple of inches for
12 the actual lettering. We're not talking about
13 something that's going to be like a blade sign,
14 you know, and projecting out at a right angle,
15 a foot or two feet or something.

16 I'd also like to just mention that I did
17 have a conversation with Michael Sparber, our
18 risk manager, and he was very comfortable with
19 this ordinance, because in his experience, the
20 City doesn't have claims from people injuring
21 themselves on signs. The reason we have the
22 restrictive covenant requirement for other
23 right-of-way encroachments is generally
24 slip-and-falls. People trip over a sidewalk
25 crack or they -- something like that. It's not

1 the sign falling off and hitting someone on the
2 head.

3 MR. LEEN: But, you know, the other thing
4 you might consider is, you could lower the
5 inches.

6 MS. ALBERRO MENENDEZ: Yes, that's what I
7 was thinking.

8 Let me ask you, though, so you really think
9 it would be a problem to say, once your permit
10 is issued -- of course, they can always do it
11 sooner -- you have 30 days to submit the
12 certificate of insurance, adding the City as an
13 additional insured?

14 MS. TOMPKINS: Well, again, if you give
15 them 30 days, yes, because the sign is going to
16 be up probably within a week of when the permit
17 is issued --

18 MS. ALBERRO MENENDEZ: Right.

19 MS. TOMPKINS: -- and in some cases it's
20 already up when the permit is issued.

21 MS. ALBERRO MENENDEZ: Right. I don't have
22 a problem with the sign being up. I just have
23 a problem CO-ing it, you know, giving it a
24 final, until such time as the insurance -- as a
25 thought. You don't think that would work? It

1 becomes too --

2 MS. TOMPKINS: Again, it doesn't address
3 some of the other issues about, are we working
4 with property owners to develop business here
5 and are we trying to make the process as
6 uncomplicated and smooth as we can? I guess,
7 through my experience, I just don't see that
8 requiring this restrictive covenant was really
9 adding any value to the City.

10 CHAIRMAN AIZENSTAT: Well, right now we
11 have a motion and we have a second.

12 MR. PEREZ: You have a motion to deny,
13 right?

14 CHAIRMAN AIZENSTAT: We have a motion to
15 deny and we have a second. Let's call the
16 roll. We'll see and we'll take it from there,
17 and if it doesn't pass, then we can make
18 another.

19 MS. ALBERRO MENENDEZ: I'd like to amend --
20 or I'd like to withdraw my second.

21 CHAIRMAN AIZENSTAT: Good, okay, so --

22 MR. FLANAGAN: My motion still is out
23 there, and if it dies for lack of a second, it
24 dies for lack of a second.

25 CHAIRMAN AIZENSTAT: Is there a second from

1 anybody?

2 Okay. Anybody --

3 MS. ALBERRO MENENDEZ: I'd like to make a
4 motion that we allow it up to six inches. In
5 other words, anything six inches or less can go
6 through this streamlined process that the City
7 is trying to achieve.

8 CHAIRMAN AIZENSTAT: Is the three inches
9 really going to make a difference?

10 MS. ALBERRO MENENDEZ: I think nine inches
11 is pretty wide for a sign, personally. It's a
12 sign. It's not -- I mean, you don't have to --
13 This is my motion.

14 CHAIRMAN AIZENSTAT: I understand.

15 MS. ALBERRO MENENDEZ: This is my motion.

16 MR. TRIAS: Ms. Menendez --

17 MS. ALBERRO MENENDEZ: Do I have a second?

18 MR. TRIAS: Ms. Menendez, would you also --

19 MR. FLANAGAN: Would you be amenable to
20 requiring a certificate of insurance?

21 MS. ALBERRO MENENDEZ: Well, I understand
22 what the City is trying to do. You know, as
23 the receiver of many of those complaints, the
24 issue always came at the end, the sign is --
25 the sign, the sign, the sign, and I know what

1 they're trying to achieve. Honestly, I would
2 feel more comfortable in requiring a period
3 within the time, but if I'm hearing from our
4 City Attorney that he's not concerned with it,
5 I'm hearing from the risk manager that he's not
6 concerned with it, and I'm hearing from the
7 directors, then I'm not going to be concerned
8 with it. I mean, I think we've expressed. At
9 the end of the day, it's up to our Commission.
10 They themselves have had issues, from what I
11 hear, with the delay of the signage. So, if
12 they can live -- and that's one of the reasons
13 I was asking, what is the average sign width,
14 because nine inches -- I mean, nine inches is
15 not -- I mean, it's not your typical sign,
16 but --

17 MR. TRIAS: The last time this was an
18 issue, the sign was about three inches.

19 MS. ALBERRO MENENDEZ: Yes.

20 MR. TRIAS: So that's within your proposal.

21 MS. ALBERRO MENENDEZ: And sometimes the
22 property is not up to the property line, it's
23 set back, and what's really encroaching is an
24 inch.

25 MR. TRIAS: Yeah.

<p style="text-align: right;">Page 149</p> <p>1 MS. ALBERRO MENENDEZ: You know? So -- My</p> <p>2 motion is six inches, to allow any sign that's</p> <p>3 less than a six-inch encroachment to go through</p> <p>4 the process that they're -- or the changes that</p> <p>5 they're --</p> <p>6 CHAIRMAN AIZENSTAT: Now, is that with the</p> <p>7 verbiage that Craig asked to be put in there,</p> <p>8 also?</p> <p>9 MR. LEEN: I would recommend that you add</p> <p>10 the E, with the additional language</p> <p>11 about defending and indemnifying --</p> <p>12 MS. ALBERRO MENENDEZ: With the verbiage</p> <p>13 that's recommended by our City Attorney.</p> <p>14 MR. LEEN: And I would recommend that the</p> <p>15 last sentence, which says signs which encroach</p> <p>16 six inches or less now, or really less than six</p> <p>17 inches --</p> <p>18 CHAIRMAN AIZENSTAT: Right.</p> <p>19 MR. LEEN: -- may be administratively</p> <p>20 approved by the City Architect, and must comply</p> <p>21 within our subject items C, D and E, as</p> <p>22 specified in the section.</p> <p>23 MS. ALBERRO MENENDEZ: That's part of my</p> <p>24 motion.</p> <p>25 CHAIRMAN AIZENSTAT: Is there a second?</p>	<p style="text-align: right;">Page 151</p> <p>1 MR. BELLIN: But that's not --</p> <p>2 MR. TRIAS: Mr. Chairman, if I could</p> <p>3 correct that issue, it just says "may," that</p> <p>4 the City Architect may, to give him that</p> <p>5 option --</p> <p>6 MR. BELLIN: Okay.</p> <p>7 MR. TRIAS: -- but he may still decide to</p> <p>8 send it to the Board.</p> <p>9 MR. BELLIN: I was just addressing what</p> <p>10 Craig said.</p> <p>11 MR. LEEN: I do think that the language</p> <p>12 could allow an administrative approval.</p> <p>13 MR. BELLIN: Yeah, "may" is fine, if he</p> <p>14 wants --</p> <p>15 MR. TRIAS: That was the intent, just</p> <p>16 "may," to allow it, and that's what it says.</p> <p>17 MR. BELLIN: And also, what is the intent</p> <p>18 of this whole process, to streamline the</p> <p>19 permitting process?</p> <p>20 MS. ALBERRO MENENDEZ: Yes.</p> <p>21 MR. BELLIN: And in the whole permitting</p> <p>22 process, that's about how much streamlining</p> <p>23 this is going to do. There are so many other</p> <p>24 issues. It just seems to me that this is</p> <p>25 really a non-issue, and if you want to protect</p>
<p style="text-align: right;">Page 150</p> <p>1 MR. BELLIN: I have an objection to what</p> <p>2 you just brought up.</p> <p>3 CHAIRMAN AIZENSTAT: Marshall, let me just</p> <p>4 see if there's a second.</p> <p>5 MR. BELLIN: Okay.</p> <p>6 CHAIRMAN AIZENSTAT: Is there a second?</p> <p>7 So that dies.</p> <p>8 Go ahead, please.</p> <p>9 MR. BELLIN: I don't think the City</p> <p>10 Architect really ought to be able to</p> <p>11 administratively approve signs. It ought to be</p> <p>12 up to the Board of Architects, and it's always</p> <p>13 been up to the Board of Architects.</p> <p>14 Carlos generally can do certain things</p> <p>15 administratively, but signage is very important</p> <p>16 to a building, and Carlos is a very competent</p> <p>17 person, but I think that's what the Board of</p> <p>18 Architects is for, and that's who ought to be</p> <p>19 making the decisions whether it's proper or</p> <p>20 not.</p> <p>21 CHAIRMAN AIZENSTAT: But I don't see this</p> <p>22 as being a decision whether the sign is proper</p> <p>23 or not. I think, from what I'm seeing, it's</p> <p>24 just more of a streamlining the paperwork that</p> <p>25 is needed.</p>	<p style="text-align: right;">Page 152</p> <p>1 the City, then a restrictive covenant ought to</p> <p>2 be required. That's right. If it encroaches</p> <p>3 into the property line and something from the</p> <p>4 sign falls, a guy hits his head, whatever it</p> <p>5 is, the intent is to protect the City, and the</p> <p>6 way you protect the City is by a restrictive</p> <p>7 covenant.</p> <p>8 MS. ALBERRO MENENDEZ: I was going there,</p> <p>9 but I think I've heard from the City Attorney,</p> <p>10 I've heard from the Director --</p> <p>11 MR. BELLIN: This is my opinion.</p> <p>12 MS. ALBERRO MENENDEZ: I understand.</p> <p>13 MR. FLANAGAN: You should have seconded my</p> <p>14 motion.</p> <p>15 CHAIRMAN AIZENSTAT: You can still make the</p> <p>16 motion.</p> <p>17 MR. BELLIN: No, I just wanted it to be</p> <p>18 very clear as to --</p> <p>19 MS. ALBERRO MENENDEZ: If I don't have a</p> <p>20 second, you have another opportunity.</p> <p>21 MR. BELLIN: I didn't think six inches made</p> <p>22 a whole lot of difference, one way or the</p> <p>23 other. I think if it's an encroachment, it's</p> <p>24 an encroachment.</p> <p>25 MR. FLANAGAN: Yeah, correct.</p>

CHAIRMAN AIZENSTAT: Is there a motion?

MS. ALBERRO MENENDEZ: There was a motion.
You're looking for a second.

CHAIRMAN AIZENSTAT: There was no second.

MS. ALBERRO MENENDEZ: Okay.

CHAIRMAN AIZENSTAT: Yeah, nobody seconded,
so --

MS. ALBERRO MENENDEZ: It died for lack of
a second.

MR. GRABIEL: I'd like to move to leave the
ordinance the way it is, with the added line F,
as set up by the City Attorney.

CHAIRMAN AIZENSTAT: Is there a -- Go
ahead.

MR. PEREZ: I second it.

CHAIRMAN AIZENSTAT: We have a motion. We
have a second. Call the roll, please.

MS. MENENDEZ: Julio Grabiell?

MR. GRABIEL: Yes.

MS. MENENDEZ: Maria Menendez?

MS. ALBERRO MENENDEZ: Yes.

MS. MENENDEZ: Alberto Perez?

MR. PEREZ: Yes.

MS. MENENDEZ: Marshall Bellin?

MR. BELLIN: Yes.

CERTIFICATE

STATE OF FLORIDA:

SS.

COUNTY OF MIAMI-DADE:

I, JOAN L. BAILEY, Registered Diplomate
Reporter, Florida Professional Reporter, and a Notary
Public for the State of Florida at Large, do hereby
certify that I was authorized to and did
stenographically report the foregoing proceedings and
that the transcript is a true and complete record of my
stenographic notes.

DATED this 13th day of January, 2014.

SIGNED COPY ON FILE

JOAN L. BAILEY, RDR, FPR

Notary Commission Number EE 083192
Expiration June 14, 2015.

MS. MENENDEZ: Jeff Flanagan?

MR. FLANAGAN: No.

MS. MENENDEZ: Eibi Aizenstat?

CHAIRMAN AIZENSTAT: Yes.

Okay. Seeing no other items on the agenda,
thank you, everybody, for coming --

MR. FLANAGAN: Thank you.

CHAIRMAN AIZENSTAT: -- and have a healthy
and a Happy New Year.

MS. ALBERRO MENENDEZ: Thank you. You,
too.

(Thereupon, the meeting was adjourned at
8:20 p.m.)

