

**City of Coral Gables City Commission  
Special Meeting  
August 4, 2014  
City Commission Chambers  
405 Biltmore Way, Coral Gables, FL**

**City Commission**

**Mayor Jim Cason**

**Vice Mayor William H. Kerdyk, Jr.**

**Commissioner Patricia Keon**

**Commissioner Vince Lago**

**Commissioner Frank Quesada**

**City Staff**

**Interim City Manager, Carmen Olazabal**

**City Attorney, Craig E. Leen**

**City Clerk, Walter J. Foeman**

**Deputy City Clerk, Billy Urquia (Absent)**

**Director of Planning & Zoning, Ramon Trias**

**Human Resources Director, Elsa Jaramillo-Velez**

**Public Speaker(s)**

**Richard Kodarin**

**Merritt Stierheim**

**Mario Garcia-Serra**

**Jeremy Susac**

**Elizabeth Hernandez**

**Mayor Philip Stoddard**

**Mayor Cindy Lerner**

**Williams Armbrister**

**Steve Helfman**

**Patrick Sessions**

**Renita Samuels Dickson**

**Philip Freidin**

**Allen Diamond**

**Henry Torres**

**Sean Compel**

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[Start:

**B.-1. A Resolution ratifying the Collective Bargaining Agreement with the Fraternal Order of Police lodge Number 7 and the City of Coral Gables, for the period of October 1, 2013 through September 30, 2016.**

Mayor Cason: All right, good morning, everyone. Please turn off any cell phones. All right, good morning. Welcome to the special Commission meeting on today, August 4, 2014. We're going to start today with Item B-1, which is a resolution amending the collective bargaining agreement with the Fraternal Order of Police, Lodge Number 7, in the City of Coral Gables, for the

period of October 1, 2013 through September 30, 2016, and then we'll go to A-1. Mr. Manager -- Ms. Manager.

Carmen Olazabal: Yes. We're happy to report that we've reached an agreement with FOP (Fraternal Order of Police). The Union ratified the contract on July 25. And Elsa Jaramillo Velez is here to highlight the main items of the deal.

Elsa Jaramillo Velez: Good morning. Elsa Jaramillo Velez for the record. We start out with Article 10. It's just a minor scrivener's errors from last time. Article 14, we changed the minimum working out-of-class hours to eight hours. The annual leave will be counted for overtime purposes as well. In Article 15, we have a wage increase of 2.5 for those members who are at the maximum of pay range on September 11, 2012, which is when we had our last impasse. There's another wage increase of 2.5 for old bargaining unit members. We're going to have new salary scales, one of which starts right after the Union ratifies it, and as the City Manager indicated, they ratified on 7/25, so the first full pay period after that is on 7/28. Then on October 1, 2015, we have a different pay scale; an increase as well, and September 30, 2016 as well. There's the wage increase of 5 percent to the max of the -- or to the max of the pay range, and this relates to the bargaining unit members increasing their pension contribution to 10 percent, from 5 to 10 percent. For new hires, the City has the ability to increase the minimum salary for another 2 percent, for a total of 5. Presently, the contract provides for a 3 percent. The City also may require reimbursement of those individuals in the academy if they leave within a two-year period. Article 23 is just the holidays and updates on the holidays for 2014, '15, and '16. Article 29 is in regards to the president, the detached president. Now the president will work for the Union for three days and will work for the City for two days, and that's effective January 1 of next year. Article 32 is a reopener for three different items. It relates to draft, it relates to pension multiplier, and it relates to merit increases. Article 36 is to include a strategic investigative team premium. We presently have that, based on negotiations in the last few months, but it's just adding it to the contract and the allowances out of \$75 or \$40 if it's a second allowance. Those individuals in the technical services division will receive a 5 percent special unit allowance, and those individuals who are an MPO, the Master Police Officer, will not receive. Since they presently receive a 5 percent, they will not receive a working out of class if they work in a higher class. Article 38, like I previously mentioned --

Commissioner Keon: I'm sorry; could you just repeat that last (UNINTELLIGIBLE)?

Ms. Velez: Sure. The MPO, the Master Police Officer, they presently receive as part of the allowance of 5 percent. So now, when they do any working out of classes, if they act in a higher capacity, they will not receive working out of class.

Commissioner Keon: Thank you.

Ms. Velez: And we're only talking about 11 different individuals in EPD or CD.

Commissioner Keon: Right. OK.

Ms. Velez: Article 38 is the retirement system. This is how -- as I had previously mentioned, they're going to a 10 percent pension contribution. And we also added -- or removed the penalty delayed period for those delaying entering into the DROP (Deferred Retirement Option Benefit). Article 40 increases the pension -- I'm sorry; increases the group health insurance from 609 to 665, and that's pretty much the contract.

Mayor Cason: What happened to the floating holiday?

Ms. Velez: They still only remain with two.

Mayor Cason: OK. Discussion.

Commissioner Keon: I would really like to thank the Police, in particular, for bargaining in such good faith, and to congratulate our bargaining team. I think it's one of the -- as of late, it -- this bargaining session went very well; didn't go to impasse. They were able to negotiate and settle their differences. I am -- I'm very grateful to our police officers who work so hard and so well to serve our City; that they understand and are willing to work with our Administration and realize, you know, the costs associated with public safety, but also in providing for themselves too. So I'm very grateful and very thankful to our policemen, and if any officers are here, I hope you please will take that back to them and thank them for bargaining in good faith. I'd like to thank Merritt Stierheim for his help throughout this and really, again, to thank our bargaining team for all of their work. This has been -- this is a very good contract, and I think now we're up to date with all of our labor contracts. So I'm -- I really am -- I'm very pleased with the way that this has gone and the way it has happened. Thank you all very, very much.

Mayor Cason: Vince.

Commissioner Lago: Thank you, Mayor. Just a quick question just to kind of reiterate what Commissioner Keon said, just the end of her comments. In reference to us now as a city being caught up in regards to our labor negotiations, when does this contract expire?

Ms. Velez: Twenty Sixteen, September 30, 2016.

Commissioner Lago: I'm not going to hold you to it, but to your knowledge, when was the last time the City had a two-year contract with the Police that was up to date and, you know, standing

in good order, which I think that's the way -- that we need to come in, for sure.

Ms. Velez: Well --

Commissioner Lago: It's been a while.

Ms. Velez: It's been a while.

Commissioner Lago: I told you I wasn't going to hold you to it; don't worry. Don't worry.

Ms. Velez: Right. I've been here for nearly five years, and we've had two different impasse.

Commissioner Lago: So it's good. So we're in good standing, which is important. Both sides made some concessions, but it -- and it makes us very happy to be here with an agreement in place.

Mayor Cason: But I think it's worth noting that all of the unions now pay at least 10 percent; teamsters paid 15 percent in the last negotiations, and we've gotten the multiplier -- the multiplier is -- originally was 3, and that's down in the case of police and the teamsters, at any rate, and I think that we've gone from the high 3 to the high 5, I think, for all three unions, which is important components of the overall cost of pension, so this is a significant achievement. And, again, congratulations to the -- all those involved.

Vice Mayor Kerdyk: Mayor, let me just add one thing. I also echo the sentiments of you and my fellow Commissioners. The one thing I think that the residents of the City of Coral Gables need to know is that we identified -- we, the Commission, identified that our pay scales were a little low for the recruiting of police officers, and we felt that this was a necessity to be out there in the marketplace and raise these salaries. So I think that was really an impetus for us to move forward on a contract like that. And I'd also like to thank the union for understanding that issue and allowing us to move the negotiations to the salary structure instead of the pensionable items in the contract.

Mayor Cason: Any more discussion? Do I have a motion?

Ms. Velez: I'm sorry. Let me just mention for the record, as part of this whole settlement, we also settled the arbitration and the unfair labor practice. So we're all -- we're good now.

Ms. Olazabal: We're good.

Mayor Cason: OK.

Commissioner Keon: Please extend our thanks to the police.

Vice Mayor Kerdyk: I'll make that motion.

Mayor Cason: Vice Mayor makes the motion. Second?

Commissioner Lago: I'll second the motion.

Mayor Cason: Commissioner Lago. City Clerk.

Walter J. Foeman: Commissioner Keon?

Commissioner Keon: Yes.

Mr. Foeman: Vice Mayor Kerdyk?

Vice Mayor Kerdyk: Yes.

Mr. Foeman: Commissioner Lago?

Commissioner Lago: Yes.

Mr. Foeman: Commissioner Quesada?

Commissioner Quesada: Yes.

Mr. Foeman: Mayor Cason?

Mayor Cason: Yes.

**A.-1. An Ordinance amending Chapter 50 of the “Code of the City of Coral Gables,” entitled “Pensions”; amending Section 50-34, Employee Contributions and Section 50-246, Deferred Retirement Option Plan; providing for repealer, codification, and an effective date.**

Mayor Cason: All right, I think we'll move on to A-1, which is an ordinance amending Chapter 50 of the Code of the City of Coral Gables, entitled “Pensions”; amending Section 50-34 “Employee Contributions,” and Section 50-246, “Deferred Retirement Option Plan; providing for a repealer, codification, and an effective date. This is a public hearing. Do we have any speaker cards on this item?

Walter J. Foeman: No, Mr. Mayor.

Mayor Cason: If not, I'll close the public hearing.

Jaramillo Relis: This relates also to the collective bargaining agreement. It's the two changes I mentioned, the going to the 10 percent contribution and removing the penalty phase off of those entering DROP at a delayed of time.

Mayor Cason: Any discussion?

Vice Mayor Kerdyk: So moved.

Mayor Cason: Vice Mayor makes the motion.

Commissioner Keon: Second.

Mayor Cason: Commissioner Keon seconds. City Clerk.

Mr. Foeman: Vice Mayor Kerdyk?

Vice Mayor Kerdyk: Yes.

Mr. Foeman: Commissioner Lago?'

Commissioner Lago: Yes.

Mr. Foeman: Commissioner Quesada?

Commissioner Quesada: Yes.

Mr. Foeman: Commissioner Keon?

Commissioner Keon: Yes.

Mr. Foeman: Mayor Cason?

Mayor Cason: Yes. Thank you.

## **A.-2. Discussion and/or possible action regarding FPL undergrounding.**

Mayor Cason: All right, the next item, Item A-2, is a discussion and/or possible action regarding FPL (Florida Power Light) undergrounding. Madam City Manager.

Carmen Olazabal: Yes. On the June 10 Commission meeting, we were asked to (UNINTELLIGIBLE) straw ballot language regarding undergrounding the FPL lines and after we received the study from FPL. We received the study from FPL and it came at a cost of approximately 51.2 million. Also to note is that in order to be able to underground the lines, if our sister cities don't do the work, we were going to need transitional structures, which are somewhere between and 80 and 110 feet at the beginning and the end of the line. You can see pictures of that transitional structure on page 13 of the study. For the record, they look something like this. So we would have to find a place for those transitional structures as well. We have -- we have representatives from FPL and also from Stantec, which we asked various consultants from Stantec to look at the report and let us know what they thought; it was in line with that type of work entails, and they seem to agree that it was in line. A few potential ways to fund this, we can fund it from either the general fund; we can have an assessment, which will require having an economic study of the area to figure out what percentage the benefitting properties can be charged and how far back the benefit goes, but that requires an economic study, which is not ready as of yet. And then there's a third alternative to funding, which is a tariff mechanism, which allows passing, I think, 25 percent to the Florida Power & Light users. And we have Jeremy Susac, who can talk a little bit more about that if we're interested in understanding that mechanism. We also -- the item includes two ballot languages, one as a straw ballot language and one as a binding referendum, which are in the packet for your consideration. So I guess I'll let you -- let me know when you want more information and take it from there.

Mayor Cason: Yeah, let's start off with Stantec; I have a couple of questions. Then I'd like to ask --

Ms. Olazabal: OK.

Mayor Cason: -- Mayor Stoddard and Lerner, who have a vested interest in this as well, to make a presentation, if that's what she'd like to do. But my question is, reading the study, the 51 point whatever it is -- \$52 million refers to trenching 10 feet down, and it's -- and that's the price if the soil is soft, but -- at least at my house, you would have six inches and it's solid coral. So what will that -- if it is rock, what will that do to that \$51 million figure?

Richard Kodarin: Well, if you look at the estimate, it does say there's a bound on high or low, so it can go up to 50 percent greater than that.

Mayor Cason: So we could be talking \$75 million?

Mr. Kodarin: Seventy-five million dollars. So, you know, when you're looking at trenching in conditions like that, yeah, it will take a little bit longer, but it's meant to absorb that cost. And now with the -- you know, in other projects we've worked with, they have had issues with bedrock, which takes longer to dig through. That's usually more of a predication for something like that, but for this example, when I looked through the estimate, it was within the normal bounds, even with the raw condition. The one thing I will point out is that the bigger part that I see is the fact that the subsurface exploration in determining physically where it can go underground and in a geotechnical analysis as far as the thermal properties of the soil, etcetera, are usually the two big things when designing underground transmission lines. When those things are resolved, that's usually when the cost can be kind of funneled down so.

Mayor Cason: So is there any chance of it be lower than 50?

Mr. Kodarin: It could be, yeah. The thing is that, you know, it's a -- there's a lot of different components there in the ground right now. There's AT&T (American Telephone & Telegraph). There's force main. There's water lines. There's a lot of things that have to be avoided in order to put it in that space. If it goes deeper, chances are the cable could get bigger based upon the requirements for the design, which means that it might be more money. Depending on how they have to get to certain locations, they may have to use alternate means than just doing a trench, which could be more money. So for the sake of argument, from what I'm seeing and what they're assuming, it falls along what the estimate should be.

Commissioner Keon: Just very quickly, could you state your name for the record.

Mr. Kodarin: Sorry. Richard Kodarin. I work for Stantec, responsible for transmission and distribution in Florida and the East Coast.

Mayor Cason: Any other questions of Stantec?

Commissioner Lago: Let me ask you a quick question.

Mr. Kodarin: Sure.

Commissioner Lago: You stated that trenching was the option that was proposed or was at least put into the scope in regards to FP&L? Was that it?

Mr. Kodarin: That's correct.

Commissioner Lago: So they didn't even consider directional mooring?



Mr. Kodarin: They did in two or three locations; one across LeJeune, which was pretty much necessary; and then there's a Coral Gables waterway, which will be another one; and then I think there's another one --

Mayor Cason: Across from -- yeah.

Mr. Kodarin: -- crossing over there as well.

Mayor Cason: Yeah, I think three areas.

Mr. Kodarin: At the very minimum, two or three.

Commissioner Lago: But couldn't that option be used throughout as an option, which is significantly cheaper than trenching --

Mr. Kodarin: You --

Commissioner Lago: -- and having to dig all that material out, then put it back into --?

Mr. Kodarin: It usually is more expensive to do directional drill technique. Now, bear in mind, you may not have the restoration costs in some locations, but in order to get the large equipment in place to perform the task and avoid all the underground conflicts, it's generally considered to be more expensive. That's why it's not a preferred alternative. With that being said, you know, when you trench in that corridor, there's a lot of vegetation, and there is money tied in with the landscaping. When you put that facility in place, you may not be able to go back with the same kind of trees that you had (UNINTELLIGIBLE) in place.

Commissioner Lago: Let me ask you -- for me, at least -- I can't speak for the Commission -- but I think that the reason why I wanted this exercise done is because I wanted to achieve a scope, a simple, clean scope which we could have in our hands, then eventually transfer to someone in the private sector to provide with -- not someone, but several entities who could provide us with a reasonable price to potentially do this work. This is just an exercise to see if we're even going to move forward in that direction, because I have several reservations recently, after having sat down with both of these mayors over the past -- I think we met twice in the past week, but we'll get to that later.

Mr. Kodarin: OK.

Commissioner Lago: My reservations are that, you know, once we do have this scope, I think the

objective of this was to find out what FP&L's price is going to be for them to do it, and then for us to be able to take it to the private sector and have it bid out with qualified, competent contractors and engineers who could come forth and provide us with a different alternative, 'cause there are alternatives, or find an alternative in regards to design which will meet the needs of FP&L and the residents of the city, and I think we achieved that. I think -- can you -- do you think we achieved that or no, in regards to the scope, in regards to what the requirements are, in regards to what the Code is?

Mr. Kodarin: I think what they've included in their proposal includes a lot of information you should be aware of, as far as the general scope of what needs to be done. When it becomes -- when it gets to the stage of detailed design, then obviously, it'll be taken care of at that point.

Mayor Cason: And this will be something done by FPL, right? They'll do this work?

Mr. Kodarin: FPL or their contractors.

Mayor Cason: Yeah. But they'll pick who their contractors are? Yes.

Mr. Kodarin: Um-hm.

Commissioner Quesada: But that's not -- and correct me if I'm wrong. That's not what we -- that's not what we discussed, and I'll ask the City Attorney to address that. My understanding was that we would -- exactly what Commissioner Lago was mentioning. This was really just to get the scope of work so we get a general idea -- I wasn't anticipating an estimate on the cost. I thought we were going to get a scope of work which was part of the settlement agreement so, therefore, we can go out and hire private contractors because we felt we could get a better price. Now --

Unidentified Speaker: (UNINTELLIGIBLE) take this -- I'll take this to him.

Commissioner Quesada: No, but hold on a second. Are you the one who wrote the e-mail (electronic) that's in our packet, either one of you? Sean Compel --

Sean Compel: (UNINTELLIGIBLE). Yes, sorry. Sean (UNINTELLIGIBLE).

Commissioner Quesada: Sean, OK.

Mr. Compel: Yes, yes.

Commissioner Quesada: OK. So on the e-mail, the response that you sent to us, you know, there were three prices saying that the estimate to underground, the new line, and leave all existing overhead facilities in place, \$34 million; undergrounding all of it, \$51.2, and undergrounding two portions, \$6 million. And you said the material costs are in line with prices we have seen in similarly recent applications. You just left it at that. Can you expand on that a little bit? What other applications have you seen recently that are similar to this? Because -- I guess, we haven't heard of any other undergrounding in recent history. Can you expand on that a little bit?

Mr. Compel: Right. I'd say as far as -- I looked at an approach. I'm a civil engineer, so I looked at the approach of installation. When it comes to the material costs, like say the proper different other items, I would defer to Richard. He's had experience at Central Florida, especially similar scope-type projects that we were able to directly, you know, compare to on a unit price basis.

Mayor Cason: But wouldn't FPL provide the wires any rate (UNINTELLIGIBLE), regardless?

Mr. Compel: They would, right.

Commissioner Quesada: Above ground, below ground, (UNINTELLIGIBLE).

Mr. Compel: They would.

Commissioner Quesada: They provided (UNINTELLIGIBLE).

Mr. Kodarin: Yeah, they were all -- but they're -- these are custom cables. You know, the project that I was aware of that happened in Tampa, which is probably the most -- you know, close to this kind of sample here, they use a similar type of wire, similar type of construction, and the costs are in line with that estimate.

Commissioner Lago: Can you provide to me when was that done?

Mr. Kodarin: I'd say three years ago. Three to five years ago.

Commissioner Lago: That's a different time in regards to construction costs, if that was three years ago. I mean, prices have gone up.

Mr. Kodarin: I agree, but within the realms of the bounds that we're working with, I think it falls in line.

Commissioner Lago: OK.

Mr. Leen: Just in answer to your question, Commissioner, we did ask for the costs as well, because we wanted a figure to put into the ballot question, the straw ballot question; also to determine the amount of the bonds, so we were able to rely on FPL's figure to do that. It doesn't mean that we wouldn't necessarily be able to get a lower price, though, but it's a good-faith estimate, and we thought that it was sufficient to base our ballot questions on.

Commissioner Quesada: And if we decided to underground, we would not be required to use FPL to perform that build out, correct?

Mr. Leen: Not based on the ballot questions, no. I don't know if there's a feasible alternative or not.

Commissioner Quesada: Based on the settlement agreement.

Mr. Leen: Oh, no. Based on the settlement agreement, we're not required to use FPL.

Commissioner Quesada: OK.

Commissioner Keon: But isn't there some oversight from FP&L that will be required?

Mayor Cason: Yeah, there will be.

Commissioner Quesada: To some degree, yeah.

Commissioner Keon: Yeah. What would be -- if we went to a private contractor to do this work, what role would FPL continue to play in this?

Mr. Kodarin: Well, at least the way I envision it, the component that could be hired to an outside firm will be the civil construction of it. The logical construction will most likely be handled by FPL or --

Commissioner Keon: So it would be the trenching --

Mr. Kodarin: (UNINTELLIGIBLE). Yeah, the trenching and putting the pipes in (UNINTELLIGIBLE).

Commissioner Keon: -- the trenching and that sort of thing?

Mr. Compel: Right. In my experience, the same thing; you'd have a contractor install the conduit, lay the concrete encasement, do the restoration, and then FPL would be responsible to pull wires, make the connections, run it to the substation.

Commissioner Quesada: So let me --

Commissioner Keon: So even if we got an estimate then from a private entity, there would still be a cost from FP&L --

Mr. Compel: From FPL.

Commissioner Keon: -- to do the wiring -- the wiring? That would be over and above whatever

the cost would be to put them overhead? Is that right? Or would they be about the same? I mean --

Mr. Kodarin: The cost for the cable or installing the cable will be more expensive for the underground.

Commissioner Keon: OK. So whatever cost we would -- if we got an estimate from the private sector, there would then be an additional cost from FPL on top of that. Is that right? Is that what you're telling me?

Mr. Compel: Yes, if I understand correctly, right.

Commissioner Keon: OK.

Mr. Compel: Correct. Now the total was a combined. You could see a savings compared to this number, depending on the --

Commissioner Keon: It would (UNINTELLIGIBLE).

Mr. Compel: It would depend on that aspect.

Commissioner Keon: We know that we would still have to go back.

Mr. Compel: Yes.

Commissioner Keon: Even if he went to the private sector, you'd still have to get a cost from FP&L to put together with that in order to know what the true cost would be.

Mr. Compel: They'll --

Commissioner Lago: That's what I wanted to ask you. You have \$52 million. What's the static

number in regards to pulling wires and installation of the actual conduit as required by FP&L and the scope? Is that number -- I'm asking is the number broken out. Is it broken out, 'cause you talked about civil and excavation portion?

Mr. Kodarin: On the report -- I think it's on there. They had it separated into two categories. Usually, the cable and the -- you know, the cable and installation costs associated with cable is more expensive than the trenching and --

Commissioner Lago: I'm not going to hold you to a number. I'm just saying -- I'm asking you if they included it, 'cause I went over this packet, but it's 80 pages, I don't remember right now.

Mr. Kodarin: I'd have to look through the records to see, but if you look through the report, they do have a broken down by what's going in the civil and the power engineer's report.

Commissioner Lago: So (UNINTELLIGIBLE) number static, it's not going anywhere. It is what it is.

Mr. Kodarin: Within the bounds. In the same --

Commissioner Lago: Because they're not going to allow private contractor to pull those wires themselves.

Mr. Compel: Correct. They would want --

Mr. Kodarin: That will be for FPL to state how they would handle that, but I would presume that they would want to have some control over that, because it's very specific. You know, if you've ever seen an installation where they splice the cables together, it's almost like clean room environment. So they have to have knowledgeable people installing that. So it has to be approved by FPL.

Mayor Cason: So the bottom line is something in and around this \$50 million is -- even if we

make some savings on the civil side, that's about -- it could -- it seems to me it could go higher because of that -- of the rock and the -- all of impediments that they might have not found underground as they mentioned.

Mr. Kodarin: That's right.

Mayor Cason: They don't know what's out there.

Mr. Kodarin: Fair. Up until they do the subsurface exploration and get the geotechnical data, you know, that's when the numbers will be fine-tuned, so from what I see, it seems accurate. And as far as like to answer your question, I would say maybe 60 percent on the electrical side and maybe 40 percent to the civil of that cost.

Commissioner Lago: Really? (UNINTELLIGIBLE) like \$30 million.

Mr. Kodarin: From what I remember in the report, yeah.

Commissioner Lago: So \$30 million would be -- would be -- would comprise just the electrical portion. That's a pretty significant number. That's not moving. So what you're talking about, that move -- that number is not going to change. It's \$30 million

Mayor Cason: And more to the point, it isn't going to change before tomorrow, because if this were to -- when we get into the discussion of whether this goes on the ballot or not, we have to decide that today because tomorrow's the deadline for the electoral authorities. One other question I would ask Carmen. Would you talk about the City's debt burden right now and what this would do to -- there's some other aspects that we need to know about.

Commissioner Quesada: Well, let me ask another question --

Ms. Olazabal: OK. Yeah, that's a good one.



Commissioner Quesada: -- on this. In your experience, are FPL's build-out costs similar to the private sector or are they more expensive, are they cheaper?

Mr. Kodarin: At the stage of where this estimate is, it's kind of a moot point, in my opinion.

Commissioner Quesada: Why is that?

Mr. Kodarin: Because the detailed design hasn't been determined yet, so the -- the things that have the high costs but their cable costs and the trenching, stuff to put a figure on it without having the specific details, so to say, OK, it's got a range, plus a minus 30 percent from their number may be kind of tough to say, depending on what the status of this estimate is.

Mayor Cason: But they generally don't go 30 percent below. Seems to me they would -- in this day and age, they're going to --

Mr. Kodarin: Yes.

Mayor Cason: -- go above.

Mr. Kodarin: Going to go above.

Mayor Cason: OK. Carmen.

Ms. Olazabal: Yes. Going back to that ratio, basically, if we were going to take on the \$52 million debt for FPL, that would put our debt service expenditures to total expenditures in the general fund, it would get us up to 10 percent -- 9.4 percent. So it starts making it difficult for us to take any other debts if we go that route for projects, so.

Mayor Cason: What's our target on the debt?

Ms. Olazabal: Well, it has been to stay under 10, so by taking that, you're basically --

Unidentified Speaker: (UNINTELLIGIBLE) under five.

Vice Mayor Kerdyk: I think right now it's like 4.5.

Unidentified Speaker: Four point five is --

Vice Mayor Kerdyk: (UNINTELLIGIBLE) now.

Ms. Olazabal: Right now -- well, right now we're basically at 5.

Vice Mayor Kerdyk: Five, OK.

Ms. Olazabal: But once we take -- we're taking debt for the INI and the sewer -- some sewer lines that were affected, which puts us at 5.2, and then we have streetscape that is coming down the line, and that puts the ratio at 6.3, so taking this one on puts us very close to that 10 percent. So it starts, you know, becoming difficult to incur additional debt.

Vice Mayor Kerdyk: I think the threshold of -- is about 12 to 15 percent for a city, but if we move our debt up to 10 percent, that's going to have a chilling effect on our bond rating and other ratings

Ms. Olazabal: Right.

Vice Mayor Kerdyk: So we really need to think that one through very closely before we even consider operating. As a matter of fact, it's a deal killer for me. I wouldn't even think about it. I mean, let's not even think about that.

(MULTIPLE SPEAKERS; UNINTELLIGIBLE)

Unidentified Speaker: Let's not even think about it.

Vice Mayor Kerdyk: Let's just -- (UNINTELLIGIBLE) say that's a deal killer. The question is do we, you know, balance this on the back of the taxpayers by passing it through to them? And I also have some firm thoughts about that, but I will wait to, you know, listen to the other discussion before we discuss that.

Mayor Cason: OK.

Commissioner Keon: Can I ask some technical questions of you or -- Tell me, when you bury lines, they're encased in a -- in cement and then there's some sort of tubing or -- tell me how you encase lines.

Mr. Kodarin: Well, it was in the report that's --

Commissioner Keon: Right. I see --

Mr. Kodarin: -- provided.

Commissioner Keon: -- those pictures, right.

Mr. Kodarin: And basically, it's a similar arrangement. You -- you know, you'll dig the trenching till, let's say, 7 to 10 feet. They'll basically put all the conduits within the ray, and they have these little separating devices that they can (UNINTELLIGIBLE).

Commissioner Keon: Right. Well, just how big is it? Tell me how big it is. How big is that?

Mr. Kodarin: About four to five feet wide.

Commissioner Keon: OK.

Mr. Kodarin: And it's 7 to 10 feet deep.

Commissioner Keon: So the encasement itself is 7 feet tall --

Mr. Kodarin: Deep.

Commissioner Keon: -- or deep.

Mr. Kodarin: Um-hum.

Commissioner Keon: And four feet wide?

Mr. Kodarin: Um-hum.

Commissioner Keon: Have you ever run that sort of -- have you ever run an encasement like that above ground?

Mr. Kodarin: No.

Commissioner Keon: Any reason why? What would be wrong with that?

Mr. Kodarin: Well, generally, the reason for putting it underground is to avoid -- is for the aesthetics.

Commissioner Keon: Right. But you know what, is it -- go along -- I mean, most of us are looking at -- I mean, this is going down South Dixie Highway, and so for a lot of it, it runs along parallel to the Metrorail. And although you wouldn't -- you already have, you know, a structure all along there that we all see, and hopefully we'll develop a greenway along there, but how onerous is it if we were to create that sort of a structure that could run along parallel to the Metrorail?

Mr. Kodarin: I don't have any experience of that specific application. The only time I've ever seen it done was within a fenced-in substation.

Commissioner Keon: But is it impossible?

Mr. Kodarin: It's probably.

Commissioner Keon: Pardon me?

Mr. Kodarin: It's probable, yeah.

Commissioner Keon: It's probable. You know, I mean, we could run neon tubing along it. UM (University of Miami) could get orange and green as it goes in front of UM.

Mr. Kodarin: The --

Commissioner Keon: I like that. You know, as you look downtown and you see where the Metrorail runs now and you see, you know, the neon lighting and whatever along the Metrorail, it's really very pretty. It's very attractive. I mean, I think what -- we're going to end up with four-foot-wide poles anyway, which is pretty ugly; four-foot-wide cement poles that I don't know we could do anything about. We're going to get wires and things that extend over our tree line at 80 feet and whatever else. You know, FP&L hires a tremendous number of very, very bright and very good people, and we have in this community a cadre of universities and professors and people that I also think are very, very talented. So it's hard for me to believe that we can't find a better solution than what we have in front of us today. You know, \$52 million to do this short space in front of the City of Coral Gables and to deal with the poles and the boxes and all of the equipment that's required at the beginning and at the end are pretty unattractive too. So, you know, especially in this city or all of Miami, we're -- we -- to begin to care about the aesthetics of our city. I mean, we need to care about, yes, our infrastructure and ethics of our government and lots of things, but we really should also care about the aesthetics of our city and how our cities look, and it's hard to believe that we don't have enough talented people between all of these organizations and all of these things that couldn't find a way to do this better and without that level of costs, not at that cost, because the cost really -- you know, in a new city or a new division, it really makes it -- it

makes it prohibitive. I mean, there are so many things that we need to do in this city. Our fire stations need to be -- I mean, a lot of work on them. You know, we have a lot of structures at City Hall needs a lot of work. We have a lot of things that we need to do, and you know, for that one little strip, I -- you know, personally, I think it's not -- I don't think it's worth it. But I do think that because of the aesthetics of this, we should look for a better answer, and I don't know who it is we talk to at FP&L. I don't know. Where do we -- how do we do that? How do we find the better answer?

Mayor Cason: Carmen, there was -- in the beginning there was the discussion of putting it underneath the metro line and there was some recent activity on that. What's the status.

Ms. Olazabal: Yeah. Well, we've been exploring that option.

Commissioner Keon: Right. It's not to attack it, too. I mean, I -- we can't attach it to the metro line. It's running it something -- maybe parallel to that right-of-way.

Ms. Olazabal: That -- and that's another option that is being looked at. But I think it's part of the FPL lawsuit. You know, one of the studies is putting it on the Metrorail, and there was some reports that said that that was -- there was issues with the lot bearing and some portion and all that. We are cooperating with the UM professor, and it sound a different way to attach it to the Metrorail that perhaps it's less impactful. We sent that information back to Miami-Dade County for them to evaluate it and we're waiting to hear back on that. You want to --

Commissioner Keon: But even if we can explore running it parallel to the Metrorail -- Yes. I know Mr. Stierheim has some discussion.

Ms. Olazabal: Mr. Stierheim has been involved in that initiative.

Commissioner Keon: But if it's -- you know, there is enough easement to run it not attached to but parallel to --

Merritt Stierheim: We met --

Commissioner Keon: -- we have the Metrorail -- with its own support system (UNINTELLIGIBLE) Metrorail has.

Mr. Stierheim: Merritt Stierheim. We met with the -- Joe Natoli, the vice president for administration, and the structural engineers on the academia in the university. They studied it. And in your kit, I believe, we supplied you with their report. I don't want to mislead you at all. Their -- I think -- we also met with Mayor Gimenez and the engineer from Metrorail. Florida Power & Light wants these power -- I mean, let's not kid ourselves. They're not interested in going under -- I've looked at their analysis and their reasons. They prefer to have it up in the air, and I don't think that I want to see it hooked on Metrorail. But the structural engineer came up with a very unique plan, and as the Manager has indicated, that was sent to the County and it's under review. The principal reasons back in 2010 or '11 when the County was requested by Florida Power & Light to examine the feasibility of hooking it on the Metrorail, came back and said, number one, the main reason was load.

Commissioner Keon: Right.

Mr. Stierheim: It was a hundred pounds per linear foot. The second reason was undetermined, and that was possible interference with the electromagnetic propulsion system. The other one was safety of inspectors, so forth. The University of Miami study eliminated the load factor. That is no longer relevant. The interference potentially is undetermined. I really think this is a solution, not for the total line, but only where Metrorail goes, which would --

Commissioner Keon: Right.

Mr. Stierheim: -- be the City of Miami, Coral Gables --

Commissioner Keon: South Miami and Pinecrest.

Mr. Stierheim: South Miami and a part of Pinecrest. So we haven't given up on that, but we're facing an uphill battle.

Commissioner Keon: I know, but we've faced other uphill battles.

Mr. Stierheim: Yeah. I think Metrorail would prefer not to have it with potential interferences.

Mayor Cason: Craig.

Mr. Stierheim: Florida Power & Light wants to go up.

Commissioner Keon: Why does Florida Power & Light choose to go up instead of working with us to achieve a better aesthetics that will serve them equally as well but will actually then serve the interests of the community also? Why is that?

Commissioner Lago: Does it have to do maybe with maintenance, you think?

Commissioner Keon: I --

Commissioner Quesada: (UNINTELLIGIBLE) good reasons.

Mr. Kodarin: It's --

Commissioner Keon: Right.

Mr. Kodarin: As far as --

Mayor Cason: That's our normal operating practice. That's (UNINTELLIGIBLE).

Mr. Kodarin: Yeah, it's a normal operating practice; and also, you know, as far as how they bill, you know, your monthly utility bill, it's how it's predicated on standard customary service, which is



overhead.

Mayor Cason: Craig, let me ask you something.

Commissioner Keon: I know, but you're still actually above ground, so it's -- that's not a terribly different -- a different animal. I think this requires a great deal of conversation and some continued study. And I think that we can find a much more acceptable answer if we are all willing to work together in good faith to find that.

Mayor Cason: Craig, what is the legality right now? We have a couple deadlines coming up. We have an agreement. What does the agreement allow us, in terms of any of these things we've been discussing?

Mr. Leen: Well, by tomorrow we have the regulation from the County that we have to -- if we're going to put somebody on the ballot, it'd have to be given to them by tomorrow. Under the contract, we have until June of next year to make an election, whether -- We want to do one of three things. The first thing we could do is we could go above ground with the power lines, and we would demolish what used to be the old Driver's License Bureau building. All of those power poles would be at the heights that are in the order that's attached to the citing board order, which is part of our settlement, at 77, 81 and 85 feet. Option two, according to the settlement, is we do not have to demolish the Driver's License Bureau; we can go around it or over it. If we go over it, my recollection is the power poles will go up to 98 feet in that spot, or we could go around it and it would be lower, is my recollection, but there would be more of them, and it would not be in the exact same location as the current polls. Third, we could go underground and we could make that election by June of next year.

Mayor Cason: Is there anything in the agreement that says we can't or can't look at attaching it to some other pole or to the -- is that --

Commissioner Keon: It's not even (UNINTELLIGIBLE) attach it.

Mayor Cason: -- excluded?

Commissioner Keon: It's either that it be free-standing or that somehow it be -- it's above ground but not --

Mayor Cason: But is any of that --

Commissioner Keon: -- 80 feet aboveground.

Mayor Cason: Is any of that allowed in the agreement that we have?

Mr. Leen: The agreement doesn't address it.

Commissioner Keon: So it could be investigated. Is that right?

Mr. Leen: We would probably --

Commissioner Keon: So we continue that discussion?

Mr. Leen: Of course, but we would need to talk to FPL about it, because we'd probably -- if we were going to do that and we wanted to at least follow the agreement, we would probably have to amend it in some way.

Commissioner Keon: OK. Is there anyone here that feels that -- can we talk about the ballot issue? Is this really something that we really even want to look at?

Commissioner Quesada: Well, I mean, I'm a little hesitant at this point from what we've heard, but I would rather -- I have some more questions from other people that are here.

Commissioner Keon: OK.

Commissioner Quesada: I would like to hear from everyone else --

Commissioner Keon: OK.

Commissioner Quesada: -- before we make that decision.

Commissioner Lago: Let me tell you why I'm hesitant, because if you look -- if you look at the overall cost of this project, FP&L has decided that they're not going to play fair in the same box. I mean, I hate to put it so candidly. That is the bottom line.

Commissioner Keon: They're not going to --

Commissioner Lago: Because they're not going to play fair. Because what they're going to do is they're going to control 60 percent of the total cost of the project.

Commissioner Keon: That's OK. They have --

Commissioner Lago: So, basically --

Commissioner Keon: -- they have to run those wires anyway.

Commissioner Lago: I know, but the problem is at 60 percent, it's \$30 million, so that's a significant money --

Commissioner Keon: We don't know that now. If we find another solution, we don't know that yet.

Mr. Stierheim: Just for the record, let me add one more point. One of the questions again undetermined is what kind of installation can we put around the high transmission line, whether it's hooked to Metrorail on lower poles in the right-of-way away from Metrorail that would eliminate the radiation?

Commissioner Keon: Right.

Mr. Stierheim: The high pole, you don't have as much radiation when they're a hundred feet up, or whatever it is, and I'm not an engineer, so -- but that's a question that needs to be determined.

Commissioner Keon: Right. Yeah.

Mr. Stierheim: And that's one that the County needs to --

Commissioner Keon: Absolutely.

Mr. Stierheim: -- evaluate.

Commissioner Keon: Right.

Mr. Stierheim: So that's part of the --

Commissioner Keon: So, now, I think that we just -- there is a tremendous amount of information that we need if we want to explore another alternative.

Mr. Stierheim: If it's insulated --

Commissioner Keon: Yeah.

Mr. Stierheim: -- then it would reduce the likelihood of any interference --

Commissioner Keon: Right.

Mr. Stierheim: -- with the propulsion system for the Metrorail. But we're a little bit handicapped also 'cause we don't know the cost. There is a cost of hooking it to Metrorail. I would think it

would be less than going underground.

Commissioner Keon: I would think so.

Mr. Stierheim: And -- but, again, I'm not an engineer.

Commissioner Keon: I know.

Mr. Stierheim: These things need to be determined.

Mayor Cason: (UNINTELLIGIBLE) with less, you would think FPL would have gone with it above ground.

Mr. Stierheim: Well --

Mr. Kodarin: Well, (UNINTELLIGIBLE), if it's aboveground or below ground, if it's still encased in a conduit, it's still going to be classified as underground cable, which is the higher dollar amount, so.

Commissioner Keon: Well, it's under -- it's classified by FP&L?

Mr. Kodarin: It's insulated cable.

Commissioner Keon: OK. But what happens if the Public Service Commission and other -- or maybe even court, and he will determine that it's not underground. Maybe it's different.

Mr. Leen: Well, you know, we do have an attorney here who used to be counsel to the Public Service Commission, and he's working for us, along with Liz Hernandez, who's been our counsel on the case. You can always ask either of them any questions as well.

Commissioner Quesada: Let me --

Commissioner Keon: OK.

Commissioner Quesada: -- can I ask a quick question?

Commissioner Lago: I have a --

Commissioner Keon: (UNINTELLIGIBLE).

Commissioner Lago: I have a question for you. First of all, thank you for being here. Would you like to introduce yourself?

Jeremy Susac: Certainly. Thank you very much. My name's Jeremy Susac. I'm a partner the law firm Berger Singerman. As Craig mentioned, I have formal experience at the Florida Public Service Commission, working in the General Counsel's Office, as well as serving as the chief advisor to a Commissioner, advising on all issues that came before her; and also ran the Florida Energy Office, which oversees the siting of transmission distribution power plants, electrical generating units.

Commissioner Lago: Let me ask you a simple question.

Mayor Cason: Excuse me. Could you let her (UNINTELLIGIBLE)?

Commissioner Keon: We could just move up.

Commissioner Lago: Hey, Liz.

Mayor Cason: Liz may have something to say as well.

Commissioner Lago: How you doing?

Elizabeth Hernandez: Elizabeth Hernandez, with the law firm of Akerman. I've been representing you on this since 2008.

Commissioner Keon: Yeah, don't go far.

Commissioner Lago: I'm happy both of you are here. Just a quick question. I know that we probably have discussed this a multitude of times, but I just want to put it on the record, because I've gotten a few questions in regards to this, and I just want to make sure we put it out and we clarify this. I need clarification in regards to if we want to go underground and other municipalities also have the same interest and FP&L's ultimate goal is to put forth another power plant facility -- nuclear power plant facility. Why can we not as a city, as a municipality, as a county, as a state, pass the cost of undergrounding these lines to the entire state?

Mr. Susac: It's an excellent question, and you would ultimately want to pass to FPL general body of rate bearers. That would be the ultimate goal --

Commissioner Lago: Which is, by the way --

Mr. Susac: -- (UNINTELLIGIBLE) for clarification.

Commissioner Lago: Just so everybody knows, FPL controls the state. There's basically limited -- I mean, when you --

Commissioner Keon: Right.

Commissioner Lago: Out of a hundred percent, how much power they be able to produce? What, 99 percent of it?

Mr. Susac: So going back, the whole state is divided up over 50 utilities, electrical utilities. There's five major and (UNINTELLIGIBLE) utilities; Florida Power & Light is one of those, with 4.2 million customers. Each customer is represented by a meter; each meter represents 2.3

people, so you have about 8 million people that you're talking about with FPL in a 20-million population state. So it's about half. It's roughly half. But excellent question. You're in a very unique situation. Undergrounding transmission at the request of this City isn't typical. And because it's not typical, there aren't rules that really address this at the Florida Public Service Commission. However, there is the other thing that would prohibit you to explore something, and what we put forth is a concept of a pilot tariff that would reduce your upfront capital investment by perhaps 25 percent. We chose 25 percent because there is rules and regulations as it relates to distribution, your smaller lines. The Public Service Commission, post 2004/2005 hurricane, extensively looked at this issue and saw that there was a cost benefit ratio of 25 percent of undergrounding. And so we put forth a request for information from Florida Power & Light saying, Why wouldn't we at least start a 25 percent being incurred by your general body of rate payers instead of making the City of Coral Gables cover 100 percent? And so that's -- that request is in front of them and they're internally digesting that. But to go back to your original question, yes, transmission is the backbone of the electrical grid. It serves a reliability portion for the entire grid. So unlike distribution, which is a very localized and very small portion of the benefit, you're talking about something that could have cascading effects if that transmission line went down.

Mayor Cason: Liz, you were present, I think, when FPL answered that question.

Ms. Hernandez: Right. The argument that FPL has put forward, they've submitted several opinions and rulings from the Public Service Commission basically stating that they have to provide service at the lowest rate, at the lowest cost possible, and therefore, if a city wants to underground, the city has to absorb the cost, because if not, every other municipality throughout the state or county would also ask the same thing. Our position has always been but this is a transmission line which provides power up to West Palm, up to the rest of the state, so it should be borne by all of the taxpayers. That has been preserved by most of the cities on appeal, but again, there are a couple of cases that are not in favor of providing this as a cost throughout the state because it is cheaper to do above-ground, you know, power poles, and therefore, the Public Service Commission has consistently ruled that you have to provide those services at the most cost-effective measure. But, again, Jeremy, you know better than I do, what they say.



Mr. Susac: No. That's extremely well put, and that the incremental difference would have to be upheld. I mean, there's a reason Florida Power & Light has the lowest rates in the state five years running as they've tried to deliver reliable energy at the lowest possible cost, and this is the lowest possible cost. What we brought forth to them was a very unique pilot concept saying, Well, if you look at Hurricane Andrew in 1992 that brought down seven miles of transmission, how much did that cost, how much would have to be rebuilt, and how much did your general body rate bearers pay? My understanding is that the general body rate bearers paid all of that. So fast-forward to 2004 and 2005 hurricanes that came through, over a billion dollars of damage; 3 million people were without electricity; 241 substations went down, so how much did that cost to restore. How much did that cost to replace and reconstruct and who paid for that? And in that instance, it was the general body rate payers. So there has to be a cost credit, in my opinion. There would be a cost credit that would be imputed upon the general body of rate payers that would reflect this rebuilding and reconstructing over these once-a-decade storms.

Ms. Hernandez: And also in the studies that we reviewed, none of the underground transmission lines or distribution lines went down. There was no need to do any maintenance. So the argument that it's costlier, it's our understanding -- and through the trial we did ask the expert witnesses and they indicated that even though transmission lines and distribution lines that are underground did have a less frequency of breakdown, it takes much longer to fix them, because you have to locate where the breakdown occurred, and if there's much more destruction of property in order to repair. That was the position that they took. Again, the study showed that, you know, in over 40 years, there haven't been breakdowns, so the reliability and the life span is significant when its undergrounded.

Mr. Leen: Mr. Mayor, you know, we did take the position throughout the whole case and we vigorously argued it -- and Liz did a very good job doing that -- that this is almost like the opposite of the special assessment. We bear all the detriment and gain none of the benefit, a very general benefit. It's wrong, in my opinion legally, and there should be something done to change the law. But, you know, we fought that battle as hard as we could, and ultimately, we couldn't get it changed. Now, maybe the PSC (Public Service Commission) will be able to recognize that principle, at least a little bit, through what's being spoken about.

Mayor Cason: Let me ask Mayor Stoddard and Lerner if he'd like to say something on this.

Mayor Philip Stoddard: Good morning. I'll ask Mayor Lerner to join me here, and we'll do this in harmony. Well, thank you for entertaining us this morning. There's been a long history of cooperation between the City of Coral Gables, South Miami, Pinecrest, and City of Miami. We've seen this as a -- as an issue of joint concern and a joint project. And we very much enjoyed your cooperation. We've been very pleased to work with Liz Hernandez since 2008. She's been a real champion and a tiger on this project. Somebody mentioned customary practice, FPL's customary practice. Well, you do know that under the City of Miami, there are transmissions lines that are buried, and so certainly, the customary practice in urban settings for Florida Power & Light is to underground, and that's a point that the City of Miami has made repeatedly. But I would like to briefly go over the terms that Coral Gables came up with in their settlement agreement with Florida Power & Light over -- you know, much too, I would say, the dismay of the rest of the coalition, and many of your residents have contacted me and asked me for an explanation, which I couldn't provide for them. So you were to be paid for demolition of the building, of the Driver's License Bureau, which had they put in the lines, they would have had to have paid you for anyway. There was settlement over the height of the lines, and the language said were technically feasible. Well, you have to understand that what determines the height of the lines is not the convenience of the utilities, but the physics of the transmission lines. It's in the citing act that -- at the edge of the right-of-way, I believe the figure is 15 micro test (UNINTELLIGIBLE) at waist height, and that's determined by the geometry of the lines and their height, and you can't -- the higher the lines, obviously, the lower the magnetic field strength at the -- at ground level. And then there's other things they can do, such as arranging the lines in a way that they cancel each other out, which, by the way, is how you achieve the lower magnetic fields from underground cables. The cables are simply much closer together, and so the fields cancel each other, but it's not that they're insul -- the magnetic fields are not insulated, but rather, there's cancellation that you get. So -- but anyway, the height of the lines is ultimately set by the physics, and there's a Florida Statute that your agreement cannot pre-empt that determines that. It was desired by the Gables to get out of the street lighting agreement so that you could do your own. Well, West Palm Beach achieved the same thing already without having to settle with FPL in a

lawsuit. They just said we're going to do our own lights, and FPL said, "Well, in that case, we're going to get off the" -- "out of our chairs and start doing LED (Light Emitting Diodes) streetlights, which they dragged their feet on forever, and so they now include in their street lighting tariffs LED lighting, which is less expensive than (UNINTELLIGIBLE) vapor lights and looks a lot better. There was the agreement for FPL to determine the scope and costs of undergrounding. He just laid that out for us very well, I think. And then, of course, it was -- the rest of it was that you could drop out of the coalition and stop pressing forward on seeking other remedies, which the Gables did. Now, what we don't understand, particularly, was why you didn't seem to recognize that the stipulation of the recommended order brought you at least two years' time that -- City Attorney Vicky Mendez pressed FPL very hard last summer in hearings and FPL agreed to -- not the build the Davis to Miami portion of the transmission lines until all state and federal permitting was complete, including the Nuclear Regulatory Commission, which has not yet issued its license for Turkey Point 6 and 7 and which will not for at least two years. So you had two years' time, and so I don't know if you are aware of that when you agreed to settle. So there was several recourses that we're still pursuing in which we're on the table for you all, until you opted out, and maybe some of them still are, but we are planning to appeal this to the Third DCA (District Court of Appeals). There is the issue of the NRC (Nuclear Regulatory Commission) license. NRC may or may not choose to give this license. There are some issues that are of concern, legitimate ones. There's the issue of salinity, and this is really beginning to rear its head now with the existing plans at Turkey Point. I think you've read about that in the paper, and that's just scratching the surface of what's going on. So new nuclear plants with more evaporation are going to create new salinity problems in the southern end of the bay. On sea level rise, the current Turkey Plant plans calls for one foot of sea level rise by the end of the century. I don't even think FPL can accomplish that. Those figures have changed considerably, and I think you're probably aware of them living in South Florida as you do. And of course, then there's still legislative really for various sorts, which I'm not going to detail right now. But we felt it was premature to settle, because you had a number of options that were still available to you at the time of the settlement. But that said, I think moving forward with a straw pole binding or -- you know, or binding pole is going to put you in an awkward position if your residents say no, because then you will have heard from them. I mean, I would like to reserve such things as a last recourse if I was in your position, but of course, I'll let you make that decision yourself. But I think that's -- those are my comments. I had one brief

question for you, and that is how many miles of the Davis/Miami corridor goes through your City?

Unidentified Speaker: Two and a half.

Commissioner Keon: Two point five.

Mayor Stoddard: Two point four five?

Unidentified Speaker: Two point five.

Mayor Stoddard: Two point five. Wow.

Mayor Cindy Lerner: So, if I could jump in here.

Mayor Stoddard: Please.

Mayor Lerner: Cindy Lerner, Mayor of Pinecrest. So, first of all, yes, we have been locked in battle, so to speak, arm in arm with the City of Coral Gables for five years. The battle was on many fronts. It was a -- both a litigation going through the administrative process and administrative hearings. I do want to congratulate your former City Attorney, Liz Hernandez, who was extraordinary. I sat through several days of those administrative hearings last year, and she did an amazing job, as did all of our attorneys. Sitting in that room and watching the 18 tables -- I counted them -- of Florida Power and Light counsel, it was daunting for anybody, but working as closely together as our cities did and, to some extent, the County, the other organizations that took a role to play, because it's not just our corridor; it's the western corridor, and all of the concerns that are still very much at the forefront with the adverse impact on the environment, so it's not just our economic issues. It has never been an aesthetic issue, as much as it's been an economic issue for the Village of Pinecrest, South Miami, Coral Gables, and City of Miami, and we made that very clear. We are still pursuing. We have filed a notice of appeal. We are working very closely with the City of Miami and Miami-Dade County on the appellate relief that we still believe is not likely but possible. In fact, going before the Third DCA, personally

knowing that our attorneys made the kind of record that they did, the public made the kind of record that it did at each one of the public hearings held during the administrative process, that we have a shot at legal remedies through the Third DCA, which -- because we all know what happened at the legislative level and at the administrative level; that politics play such a significant role and that the investor-owned utilities, in fact, dictate all policy in this state on energy is just a deplorable situation for all the people of Florida, and we will continue to fight that at every front we can. So we will still be going forward to the Legislature. At one point, several years ago, we met with FPL. In fact, we were at the Coral Gables community center, and all of the City Attorneys, FPL's attorneys, and government affairs representatives, and this discussion that you've just had about why is it that in this unique situation where you are seeking to build two new nuclear power plants, which, as the Nuclear Regulatory Commission experts have told us on numerous occasions when they've come down here for their environmental reviews, they have never seen a utility seek to put this level of transmission line in this type of corridor, which is so highly urbanized and commercialized and residential. It is unknown to it -- for it to occur in this kind of setting. So we said to FPL, what if we go together to the Legislature and draw up a bill, which we all know can be done, and some legislative relief, which we all know happens every day during legislative sessions, for this unique circumstance to agree that the transmission line would be undergrounded and would be borne by the rate payers, would you work with us, FPL? And they completely opposed any willingness to work with us on a legislative relief to do that. That being said, we're still committed to make that argument and to go forward and force the issue with the Legislature and the Public Service Commission that it is all of the rate payers that would benefit by extending this grid, and if that's the case, then we should all bear that cost, and I think we figured out it would be somewhere in the neighborhood of \$40 per rate payer if that were to occur. So that is still one of our options. And as Mayor Stoddard said, nothing can happen. I have submitted the letter that went to the Public Service Commission to all of you, and I have a copy for the Clerk's records. The City of Miami attorney sent a letter, dated June 27, to Art Graham, chair of the Public Service Commission, reminding him and sharing with him the copy of the final citing order that specifically says no transmission line can be built unless and until the Nuclear Regulatory Commission license is acquired and that's for at least two years. So it's been very puzzling to us to see you rushing headlong into a commitment to finance something that we are dead set on fighting against to the death, quite frankly -- as long as I have a breath, it'll be to the death that I will fight

that we should ever pay one penny of undergrounding. And in fact, if they're so hot to get it undergrounded, let them take the \$300 million that they have already collected in early cost recovery; they could build it tomorrow and we would all agree. Build it tomorrow. You underground it. You pay for it. And you've got your transmission line. We would all go away.

Applause.

Mayor Cason: Frank. Liz and Craig, you have anything to say?

Ms. Hernandez: Yes.

Mr. Leen: Well, Liz, before you begin -- because I do want you to talk a little bit about the settlement. I just -- you know, I greatly respect the two mayors that just spoke. I don't agree with them on what was just said, no. I will tell you that the settlement, I thought, was by far in the best interest of this City. We fought this battle for a long time, for years. We spent a lot of our treasure on this battle, close to one -- I believe, \$1.4 million fighting this battle, and we lost. On the eve of losing -- and we lost completely. I mean, that just has to be said. The chances of winning on appeal are very slim. And what we received --

Commissioner Keon: Can you say what it means when you say --

Mr. Leen: Yes.

Commissioner Keon: -- "we lost?" I don't know --

Ms. Hernandez: All the City.

Commissioner Keon: -- that the public understands what "we lost" means.

Mr. Leen: Well, I'm not -- OK.

Commissioner Keon: Let me -- and maybe what the authority -- the -- or the right --

Mr. Leen: Sure. Liz.

Commissioner Keon: -- that FP&L has.

Ms. Hernandez: Let me --

Mr. Leen: Tell them what that means.

Ms. Hernandez: Let me interject here. OK. The way that the statute is written very clearly is "Cities, if you present an alternate corridor," which we did, "and at the end of the day, both corridors are equally favorable and have the same benefits, FPL gets to pick." So cities, even if you win, you lose. That is the way the statute is written. There's nothing that we can do to overcome that.

Commissioner Keon: That's the law.

Ms. Hernandez: That is the law.

Mr. Leen: Right.

Ms. Hernandez: And none of the cities was going to win that argument. And I'm not here today to tell you whether the cities -- because I hope that the cities win the appeal. I think that it would be in the best of all the communities. What sets the City of Coral Gables apart from the other cities? The City of Coral Gables was not just facing the citing board and certification of a nuclear power plant. When this issue first started, the City of Coral Gables City Commission took the position, we are not opposed to the nuclear power plant and whatever improvements FPL is doing, and we're not going to get involved in the west corridor. That's not our battle. Our battle is in the City of Coral Gables and what is in the best interest of the City of Coral Gables. Along the eastern corridor, 88 percent does not have transmission lines. The remainder has existing

transmission lines. Let me tell you where the majority of that transmission lines lies: between South Miami and the Coconut Grove substation, right through the City of Coral Gables. In the 1960s, the City of Coral Gables City Commission approved a transmission line. So in addition to the citing application that was filed, FPL also separately filed an application with the City of Coral Gables for the hardening of the existing transmission line, which the same height and poles, the same exact application but at the local level, because they have an existing transmission line, so we agreed to abate that application, as well as the hardening that they've been doing throughout the state, which they were intent on doing on the transmission lines. So we were not facing just whether or not we're going to win, lose, or get a draw at the citing board or on appeal. Once that went away, we still were faced with the application that FPL has pending before the City of Coral Gables, vis-a-vis, the transmission lines. So given the option of looking at a potential for undergrounding, the job that the City Attorney negotiated with his meetings with FPL bringing the poles down -- you know, our poles now are 72 feet at their highest. He brought the pole heights significantly down from 105 feet. And so with all the additional incentives, and you saw the stipulations, the protection of our microwave airlines, the protection of our fire station, the protection of our landscaping, we had countless stipulations from Florida Power & Light, which they had not given to other municipalities, because they engaged us in a thoughtful discussion because we have an existing transmission line. With regard to the issue of the agreement that they would not build until all federal approvals were obtained, that was obtained when I was cross-examining FPL's expert witness and because we kept hammering on when they were intending on building, because of the rumors that they weren't going to actually build the power lines but do other things, FPL's attorney stood up and said, "Your honor, we stipulate that we will not build until we get all approvals." I asked them to stipulate on the record. I asked FPL's executive to stipulate on the record. I asked the judge to include it as a stipulation, as a condition, and the judge did, and it was part of the order. None of the other municipalities joined in that request, and that is why Ms. Mendez sent the letter saying, "Even though Coral Gables is not here anymore, the staff's stipulations still stand," and they received an answer that it does, because whatever stipulations FPL gave was binding on them regardless of which city obtained it. You know, we're here to answer any questions you have. We believe that the settlement was in the best interest of the City. We believe that underground -- or I -- I believe, having represented Coral Gables since 1985, and knowing the aesthetic nature of our community, how much we value the



quality of life, that undergrounding is a serious option we should look at. We're very fortunate that Mr. Stierheim has come up with a potential way of readdressing the attachment to the Metrorail, because Dade County was vehemently opposed to that. I believe that there is a significant argument that it would not be undergrounding, and I think that we have great potential there and it's an avenue that should be searched. But with regard to the settlement, the settlement was something that we believe was in the best interest and, if not, we would not have recommended it to you.

Mr. Leen: And if I may add one other thing. The -- you know, I used to be the chief of the appeal section of the County Attorney's Office for four years, and I did a lot of these administrative appeals. They are very difficult to win. But if you do win them -- because the standard of review is too differential to all the -- hundreds of findings of fact, of the thousands even, I believe, of the administrative law judge. But the other problem is even if you win, all you get is another hearing.

Ms. Hernandez: Right.

Mr. Leen: And you go through it again, and that's the problem. And I felt like, ultimately, we would probably lose in that hearing too, very in the high likelihood --

Ms. Hernandez: It is only because of the way --

Mr. Leen: -- even we were to win.

Ms. Hernandez: -- the statute is written. It's not that the cities are not passionate. It's not that, you know, the battle hasn't been well fought by all the attorneys. All of them have -- but the law is written. FPL has applied. And the answer is FPL wins. That's how the law is written. And, you know, our job is to go to Tallahassee and change that law. But that is the way it is written. I don't know how many times we've met, and I've -- you know, I have the poster-size board where I go through it with you and we challenged even the way that they fact -- they evaluated the factors and how they changed the factors based on which community they're in. This is a -- this is really a statutory provision that needs changed, and unless we do it through our local delegations and go

to Tallahassee and change it, it will continue to be this way throughout the state.

Mr. Leen: And one other point about the settlement. We did -- it says an order by the Governor and the Cabinet: 77, 81, 85. We will hold FPL to that. That is something that we will stand strong on. And it's my understanding that FPL did have to -- will have to expend a significant amount of time and resources bringing the poles to that height. We also received \$1.3 million, which is basically the equivalent of our attorney's fees. And, yes, there is a building that's involved in that, but that building may not be demolished. We do have options. And even if it is demolished, the building was not worth \$1.3 million. So we believe we got substantial value out of that number. Now, that number -- let me tell you. I'm not saying at all that if we could have defeated the power lines -- the power poles, that we would have settled for \$1.3 million. We would have settled -- it would be priceless. But what I thought was important about this number is that we got to fight this for three years. We were at the forefront fighting this. We got a number of stipulations from FPL and we had our -- a good chance to try to win, and we just didn't. And ultimately, we get all of that back. So we didn't lose anything doing that. We protected the citizens to the best we could, and we didn't lose any money in doing it. So in my mind, I think that that's a good settlement. It's not a great settlement, but it's a good settlement because it was the best possible one we could get.

Mayor Cason: Can we go back to --? The reason we're here today with a special meeting is because there's a reason we have to decide on whether we're going to have a straw ballot or not. Would you again reiterate --

Mr. Leen: Oh, yes.

Mayor Cason: -- why we're here and the settlement -- we had the settlement. Whether you liked it or not, we had the settlement. Settlement says we had to do certain things by certain times, and we -- I think we only have a chance today or maybe once more in the -- before the April elections where we could ask if we're going to -- the voters if we're going to go underground. Is that correct?

Mr. Leen: Yes, Mr. Mayor. It would have to be -- those are the only two possible elections, unless we call a special election just for this, which is very expensive, I've been told by the Clerk's Office. In addition, we do have one other deadline. It's a six-month deadline in which to process their application. However, we have not actually received the application yet, so in my view -- and I believe in Liz Hernandez's view as well -- that time has not begun to run because --

Ms. Hernandez: That's correct.

Mr. Leen: -- we have nothing to evaluate, and we have raised it with FPL and --

Ms. Hernandez: We --

Mr. Leen: -- and they have not given us that application.

Ms. Hernandez: We communicated with FPL, and we said we will begin to evaluate it as soon as we receive a complete application, and they asked that we put that on hold while they worked with us on this other issue and so -- but, you know, this is the issue that's pending, and the clock has not even begun to tick on the others.

Mayor Cason: So if we decided today, for example, not to move forward with a straw ballot, we would have at least two other opportunities?

Ms. Hernandez: At least.

Mayor Cason: Special election or before April, and that would be time in which we could get more information about options for poles, other options?

Ms. Olazabal: I think so too.

Ms. Hernandez: Right, absolutely. And I don't -- and I -- I think you have two, but I believe that -- I don't think that FPL has any reason not to extend, if the City request, in order to further

evaluate the undergrounding. I -- I mean, that's something we can -- but they've extended all deadlines at every opportunity that we've requested, so I think -- I think that they understand that the City is serious about reviewing alternate options, that the City is not interested the preventing what they're looking to accomplish, but we want to do it in the most aesthetically pleasing and the most reliable source that we can.

Vice Mayor Kerdyk: Why don't you talk to FP&L and ask them that formally, if they would agree to extend our time limit on (UNINTELLIGIBLE).

Mayor Cason: And then let me ask the other Commissioners. Has anybody received any e-mails (electronic) pushing for undergrounding?

Commissioner Keon: No.

Mayor Cason: I've not.

Commissioner Lago: I haven't.

Mayor Cason: So --

Commissioner Keon: I think that that is a tremendous price to -- for our taxpayers to bear. I really do. And it is a transmission line. It's not a distribution line. I really don't think that that is something that we should incur the cost of.

Mayor Cason: I agree.

Commissioner Keon: But I really do think -- I strongly believe -- and I hope, you know, we, as a body, will continue to look at what alternatives we may have that make this a much more aesthetically --

Ms. Hernandez: Right.

Commissioner Keon: -- acceptable issue, these transmission lines, for our City as we continue to work on the issue of it being a transmission line. And, you know, if it's -- I mean, we know what the law says. It's very clear what the statute says.

Ms. Hernandez: Right.

Commissioner Keon: So if you want to continue, you can continue to work, and we can continue to work to change that statute, but, you know, we can talk till we're blue in the face, and that's the statute. That's the law. So maybe our better choice is to work within the law and find a more aesthetically way to do what FP&L has the right to do.

Ms. Hernandez: Right.

Commissioner Keon: And if we work through --

Mayor Cason: If it exists. But it's worth exploring. I think it's worth exploring.

Ms. Hernandez: Absolutely.

Commissioner Keon: I think we should continue to explore that, so I hope that we will.

Commissioner Quesada: I'm curious rest of the Commission thoughts on the tariff conversation that was had as well.

Commissioner Keon: The what?

Commissioner Quesada: The tariff.

Commissioner Keon: That was Jeremy Susac's --

Mayor Cason: In joining in with the --

Commissioner Keon: -- discussion.

Commissioner Quesada: Yeah, because he explained it and we didn't -- and we sort of jumped off into another topic. I sort of want to hear a little bit more and see what the thoughts of the Commission were. How viable is this? You said it was a -- it's been an interpretation that you've had, getting a little creative here to make it happen. What do you think the reality is, the likelihood of that moving forward?

Mr. Susac: Sure. You know, this is just a concept to kind of give you one more arrow in the quiver to go for and maximize your discretion in looking for solutions. The rules of the Public Service Commission don't explicitly embrace undergrounding in this manner, but they also don't prohibit it. So there's no legal requirement to say "Florida Power & Light, you have to do this." However, there's nothing that would prevent them working with you on some type of cost ratio to come up with an equitable solution.

Commissioner Keon: OK.

Mayor Cason: So it's worth exploring, it seems to me.

Ms. Hernandez: Exactly.

Commissioner Quesada: Yeah, absolutely.

Mayor Cason: (UNINTELLIGIBLE) continue to explore that, continue to work with Miami-Dade and with the Metro, and the University and see whether anything that can be hung or swung or put nearby that would prolong the physics and everything else.

Commissioner Quesada: What would be the next step on both paths for the tariff and also what would be the next path for the Metrorail? I mean, what's -- what are the next steps?

Ms. Hernandez: I think Mr. Stierheim is in contact with the University of Miami and Miami-Dade County, and at -- they're at a step where you're evaluating the feasibility, right?

Mr. Stierheim: (UNINTELLIGIBLE) study now --

Commissioner Quesada: OK.

Mr. Stierheim: -- by the County.

Commissioner Keon: OK, so we would just ask that we continue to explore that option.

Commissioner Quesada: Yeah, when you have the results back from that study --

Commissioner Keon: At the direction of the Commission.

Commissioner Quesada: -- and staff has had further --

Ms. Hernandez: OK.

Commissioner Quesada: -- time to analyze that, come back to us --

Mayor Cason: Yes.

Commissioner Quesada: -- with that. And then, also, I guess the request would be to -- the attorney's office to view with counsel on investigating the tariff issue.

Mayor Cason: Yeah. Before we make a motion, I'm going to ask Mr. Armbrister, you wanted to say something?

Williams Armbrister: Yes, sir. Good morning. My name is Williams Armbrister. I'm retired;

working former for Florida Power & Light, and I know how this undergrounding works. They clear out a hole. They put in the hole soft sand, then lay down ducts for the cable to be pulled through, and then they may or may not pour concrete on that. And all the sand that's -- all the rock and debris that's taken out of that hole can't be put back in the hole because it might damage the cable, damage the PVC (Polyvinyl Chloride). They do have that same method of installing electricity in the manholes, like in downtown Miami. They got PVC and duct work going through the manhole -- the manhole. If you agree with Florida Power & Light, you're giving them a (UNINTELLIGIBLE). You're giving them the opportunity to do whatever they deem necessary later on, because we didn't know this was going to come up. You -- what they're doing, they're saying -- the City Manager wants to deliver some material to the City Attorney. So what they're doing is saying, she's going to get it to the City Attorney by way of each one of you, with you absorbing the costs for delivery. None of what they're trying to do is going to benefit South Florida, at all. And for us to agree to allow them to tear down this City Beautiful, Coral Gables, which I grew up going -- grow up coming through here for mangoes and fruits and stuff, and it was a wonderful place to be. And if you allow them to damage, they're going to tear down -- just like they did on 27th Avenue when they went from US 1 to Bay Shore Drive; they took away a lot of the greenery that's been there hundreds of years, and they do this for the sake of progress. And what you're going to do by saying, yes, FPL, rather than combining your resources, working with these two municipalities -- and by the way, when they had their rate height increase, there was only three municipalities represented in opposition to the rate height increase, and that was Pinecrest, South Miami, and Williams Armbrister. There was no other representative of a municipality that was in opposition to the rate height increase. And like I mentioned to one or two of you before, until you combine your resources and your talent and your intelligence as a unified body here in South Florida, FPL's developers and everybody is just going to destroy our city for the sake of profit. It profits the stakeholders -- the stockholders of FP&L for this profit line, but we're not benefiting from it, so why are we burdened with the cost of their profit. And you're going to -- if you're going to burden your -- the residents, if you're going to burden the businesses, and you're going to take away the scenic view of your City just so someone else could profit, you will be demonstrating to the people who elected you in office what your care is for them. If you allow this building over here where the trolley's going up to go another hundred units just to satisfy developers, you're saying to the residents of this City what we care about your concerns. You see



what we're representing and who we're representing, and trust us. It's in your best interest when we've got to tear down 20, 30 Oak trees that have been here longer than us, when we've got to let our -- the residents of Coral Gables go through water lines being busted, phone lines being busted because FPL does not hire its own employees. As you know, before Hurricane Andrew, there were only FP&L employees working on the power lines here, and since Hurricane Andrew, there's been less FP&L employees and more of their sister companies contractors, and they're not doing the job that we expect from FP&L, but they are doing the job at a much cheaper rate. And so I'm just begging you all to consider working with your sister municipalities, and that's all the municipalities in South Florida, because every decision we allow to move forward without working together as a combined unit, FP&L likes to break -- what they would like to do, they'd like to break our fingers, but they can't break off a fist. So what I'm asking of you to become a fist and knock the hell out of them.

Mayor Cason: Thank you very much.

Mr. Armbrister: Good afternoon, sir.

Mayor Cason: OK. I think that ends the discussion. Do we have --? Anybody want to make a motion?

Commissioner Keon: On the issue of the ballot?

Mayor Cason: Yeah. That's --

Commissioner Keon: I would like to move that we don't go forward with --

Mayor Cason: OK.

Commissioner Quesada: I will second that --

Commissioner Keon: (UNINTELLIGIBLE) this issue on the ballot.

Mayor Cason: Commissioner Keon makes the motion; Commissioner Quesada Seconds.

Commissioner Quesada: I'll second.

Mayor Cason: City Clerk.

Mr. Foeman: Commissioner Lago?

Commissioner Lago: Yes.

Mr. Foeman: Commissioner Quesada?

Commissioner Quesada: Yes.

Mr. Foeman: Commissioner Keon?

Commissioner Keon: Yes.

Mr. Foeman: Vice Mayor Kerdyk?

Vice Mayor Kerdyk: Yes.

Mr. Foeman: Mayor Cason?

Mayor Cason: Yes. And I would like to --

Commissioner Quesada: Do we need to make a motion for my previous request?

Commissioner Keon: I think it would be good to direct the Manager --

Commissioner Quesada: I make a motion to direct City staff, the Manager, and the attorney to move forward with analyzing the tariff and bring us a report back to us and also --

Commissioner Keon: Continue.

Commissioner Quesada: -- continue proceeding on the analysis of -- to have the lines run along the Metrorail --

Commissioner Keon: Corridor.

Commissioner Quesada: -- corridor.

Commissioner Keon: I think we need to make it clear that we're not asking necessarily to attach to the Metrorail. We're asking for something that runs along that corridor in whatever --

Commissioner Quesada: We're looking to reasonable solutions.

Commissioner Keon: -- way it works.

Commissioner Quesada: Reasonable solutions.

Commissioner Keon: Yes.

Mayor Cason: There's another solution --

Commissioner Quesada: Yeah.

Mayor Cason: -- that fits our needs.

Commissioner Keon: I'll second that.

Mayor Cason: OK. So Commissioner Quesada makes that motion and Commissioner Keon seconds it. City Clerk.

Mr. Foeman: Commissioner Quesada?

Commissioner Quesada: Yes.

Mr. Foeman: Commissioner Keon?

Commissioner Keon: Yes.

Mr. Foeman: Vice Mayor Kerdyk?

Vice Mayor Kerdyk: Yes.

Mr. Foeman: Commissioner Lago?

Commissioner Lago: Yes.

Mr. Foeman: Mayor Cason?

Mayor Cason: Yes.

**A.-3. Continuation of hearing under Article 3, Division 18, of the Coral Gables Zoning Code reviewing and making determination regarding the Request for City Commission Approval of Government settlement as to City of Coral Gables, Florida v. Astor Trolley, LLC and Merrick Manor, LLC, F/K/A/ 4111 LeJeune, LLC, Case No. 13-29113-CA-4- (11th Judicial Circuit, Miami-Dade County, Florida), and relating to the administrative matter proceeding before the Federal Transit Administration, Complaint No. 2013-0131; and reviewing and making determination regarding development requests as to the proposed mixed use development at 301 Altara Avenue, Coral Gables, Florida, which are part of the**

**proposed government settlement.**

Mayor Cason: All right, moving on to agenda item 3. This is a continuation of a hearing under Article 3, Division 18 of the Coral Gables Zoning Code.

Commissioner Quesada: Mr. Mayor, before moving forward, I just want to say thank you to the Mayors of South Miami and Pinecrest.

Mayor Cason: Yeah, thank you for your input.

Commissioner Quesada: One thing is certain, their futures are certain with such great leadership. Thank you.

Mayor Stoddard: Thank you.

Unidentified Speaker: Thank you.

Mayor Cason: Mr. City attorney, would you lead us on this issue?

Mr. Leen: Yes.

Mayor Cason: And by the way, this is a continuation of a previous hearing in which we closed the public comment.

Craig E. Leen: Yes. This is -- pardon me. Thank you, Mr. Mayor. This is a continuation of a hearing under Article 3, Division 18 of the Coral Gables Zoning Code. It's related to City of Coral Gables, Florida, the Astor Trolley, LLC, (Limited Liability Company), and Merrick Manor, LLC, formerly known as 4111 LeJeune, LLC, Case Number 13-29113-CA-40. And it also relates to Federal Transit Administration, Complaint Number 2013-0131. And also relates to 301 Altara Avenue, the proposed mixed use development that is being considered today at this hearing. Just as a brief recap, at the last meeting there was, obviously, a discussion by the Commission, and

there was a public hearing, and by the City Manager and myself, related to a proposed mixed use project that would settle the -- this case. The Commission directed the City Manager and I to work together and appointed a Commission representative, Commissioner Lago, who was not given -- who was not delegated any authority, but he was asked to be present at the meetings, and the City Manager and I were asked to take a look at this settlement again and all the City Manager's comments and for the City Manager to talk to staff and for me to consider the matter as well with our attorneys and to see if we can come up with another solution. I'm happy -- I'm very happy to report to you that the Manager and I worked very well together over the last week, and we did take to heart what you asked us to do, and we worked hard together to do it, and I should also say Merritt Stierheim did as well, and we used a lot of his experience, and we have come together with a proposal which, what I think I will do is let her present the proposal, and then I will go over the legalities with you, and then I'll have Steve Helfman come up and speak a little bit about it, and then we'll finish this matter.

Carmen Olazabal: All right. The main terms of the proposal are outlined on the memorandum of understanding, but I'll go through them. The first one is that the FAR (floor area ratio) is now 4.375. This is similar to what is allowed on the CBD when the building meets the net bonus standard and when it has TDRs (Transfer of Development Rights). Also, a 19 percent reduction in required parking is being allowed. This is similar to what was proposed in the original settlement agreement. They're going one story underground, so they're able to get to that FAR with eight stories along the LeJeune side, which is 87 feet, compared to 77 feet which is allowed. They're going with 10 stories along the Laguna side, which is 100 feet, which is what is allowed. It shall comply with the City's Mediterranean design guidelines, including but not limited to an arcade along the LeJeune side, which is also important for the pedestrian experience. It shall include upgrade to a capacity as needed, and they will mitigate traffic issues raised in the traffic study as they may be needed. As part of the agreement, they will be purchasing the land at appraised values, 3.9 million, and the permit fees are \$1 million. So I think that outlines the main items of the memorandum of understanding. Well, another important matter is that they will also go and get final Board of Architect's approval. We don't have final plans for this proposal, but they will -- they have agreed that they will go for the final Board of Architect approval. So I think that outlines the main terms of the agreement. And --

Mayor Cason: Also, we're going to put in a police substation?

Ms. Olazabal: Also, yes. There's a 500 square feet police substation in the building.

Mayor Cason: OK.

Ms. Olazabal: As part of the agreement.

Mr. Leen: So if I -- so I will continue now by just briefly -- first, I'd like to incorporate everything that was in the last hearing into this hearing, just as a matter of the record. The second thing, before I turn it over to Mr. Helfman to talk a little bit about this agreement, is I would like to say that there's two parts to this proceeding today. One part you would be considering and approving a memorandum of understanding. That's basically taking the place of the settlement. That would be a settlement, and then the City Manager will be delegated authority along -- in consultation with me to work out the final terms of the agreement, along with our outside counsel and with Astor. The second part that you will be looking at is the development approvals, which require some relief from the Zoning Code. So the way I propose that you address those, and I believe it's the most prudent way, is first for you to consider the hearing related to the development approvals, the waivers, the relief. You should consider the eight factors that are in the Zoning Code and make a determination whether you believe that those are present here, and you have to weigh them and make that determination. Then, after you make -- and of course, the reason why we do that is because we want to keep -- there's a proprietary aspect of this and there is a regulatory aspect, and you will be wearing your regulatory caps when you consider the relief that's being requested. You will weigh the different factors that you need to weigh to determine is this in the ultimate best interest of the City of Coral Gables, and you will do that first. Then, if you do grant that relief, you will be -- you can then go to the proprietary aspect, which is the memorandum of understanding. You will consider that as well in your proprietary capacity as what is in the best interest of Coral Gables, and you will make that determination. I would like to -- Steve, could you come up?

Steven Helfman: Sure.

Mr. Leen: Steve, could you talk a little bit --? There's one other thing I wanted to say, but I just need to put my thoughts in order.

Mr. Helfman: Sure. Good morning. Steve Helfman.

Mayor Cason: Good morning.

Mr. Helfman: I've had the pleasure of working as your special counsel on this matter from inception. Just to give you a little bit of perspective, after you asked us to break at the last meeting and continue this meeting, we met with the Astor group and Henry Torres, in particular, who, at the beginning of the meeting, I think was quite perceptive and took to heart, from the first hearing, what he saw and heard from this Commission and actually brought forward the structure of this proposal, and I think what that is is that he recognized that the Commission -- some of the Commissioners, certainly, were looking to try to come up with a solution that potentially segregated the parties, because trying to push everybody together into one building was creating tremendous conflict. It was creating conflict operationally with your administration in how was this all going to work? How was this project going to operate together? How was the construction going to work together? And what was also happening is when you put all these uses together, the building's mass was getting much, much, much too big. So from the very beginning of our meeting, the proposal was to remove the trolley function from the building, bring the scale of the building down, and try to work out a transaction where the City would be paid a fair amount, an appraised value for its property, and the developer could go forward and build a building that would hopefully be acceptable to you in terms of its massing in size. And that was the basis of the negotiations and how we arrived at where we are today. And of course, that will be your decision as to whether or not this is an equitable and fair resolution, but that's the context of the negotiations that we had. And we arrived at an FAR, which is in the area of 4.3, which is within the context of what you've seen within the City development at that level of FAR; heights which are also consistent with development within the City, and it also satisfies a lot of the staff's concerns that this project go through a typical process that all development go through, that it go through the



Board of Architects, and that it goes through a full review, and that it have arcades and that it have paseos and that it have the Mediterranean design, and so the developer will go through those processes. There is no skipping any process here. They will go through all of the City's procedures. And so that's essentially what we've done. There is no plan in front of you today. They have to comply with the City's Code. There are a few waivers that you will consider: the FAR waiver, the height waiver, and I believe there's one other --

Commissioner Keon: Parking.

Mr. Leen: Parking.

Commissioner Keon: Parking.

Mr. Helfman: Thank you. Thank you. And parking waiver. But other than that, the project must -- it's as though you were granting some variances, but that project has to go through the entire municipal City process, and they can design it within the parameters that you're going to set today. So you have, as Craig has said, two considerations. One is the zoning consideration, and if you feel that that's appropriate, then there's a second consideration, which is the memorandum of understanding, which will then lead to an actual settlement agreement, but that memorandum of understanding has all the critical terms of a settlement agreement which will be submitted to the court and will govern the process of sort of our relationship and kind of unwinding this difficult situation that we're in. You will not have any further relationship with Coconut Grove and the trolley station there. That is -- you're completely separated from that process. That building is owned by the developer; will continue to be owned by developer. You will not own it. You will not have any possessory rights to it. You have nothing to do with it. This is an absolute statement that you are not going in that building. Nothing in this documentation has anything to do with that site. That's the developer's property. He needs to deal with the community on that. That is not your dealing. We have ensured that you have completely separated yourselves from that site.

Mayor Cason: And this puts an end to the FTA and --

Mr. Helfman: Complete --

Mayor Cason: -- court action?

Mr. Helfman: -- and to the FTA matter. It will completely end the court action. We will be dismissing our lawsuit against the developer. This brings a complete end to all litigation. So while nobody's perfectly happy with this, that's -- usually is what happens in a settlement. It does bring it into the litigation. It brings an end to the Federal Transit Administration's claim. It gets you fair market value for your property. You will have plenty of time. There is a lease that you will stay in the property for up to a year while you evaluate what your options are. And I know the Manager will be presenting those at another meeting; not today. But she certainly has explored a number of options for alternatives for you to operate your trolley system.

Mayor Cason: I think the important thing to mention to the public is why we're able to go forward with this, and I think that's because in the beginning, we were always told that there was no other place in Coral Gables where we could put a trolley, and we found, in fact, that there is, and/or there's a possibility of basically privatizing some of the functions. So that was a new piece of information that we never had starting two and a half years ago or up until recently in all of our private discussions as well.

Mr. Helfman: Yes, and that's why this opportunity to settle in this fashion has arisen. And so, that's where we are. I put in front of you, when we get to that point, should you decide to approve this MOU (Memorandum of Understanding), a resolution. I've revised some typos in it, but if there's the will, there's a resolution that you would vote on that would approve the memorandum of understanding. And what it does is it grants the Manager the authority, with -- consultation with the City Attorney, to finalize a settlement agreement in accordance with the MOU, and I will certainly be here to help you with that.

Mr. Leen: So Mr. Mayor, there are two parts to this proceeding. I'd like to read a couple things into the record just for legal purposes. So pursuant to Section 2-2, one of the City Code, and

2-702 of the Zoning Code, just want to give a couple interpretations that I'll be reducing to writing. The first is that it's my view that if the Commission does approve this -- and you have -- obviously, you have some discretion here, but if you do approve it, I do believe that this would comply with the Zoning Code and, particularly, Article 3, Division 18, and likewise with the comp plan, based on its consistency with that and some of the findings you would be making in here. In addition, I believe that because we've already done a land exchange here, and we are simply doing what's called (UNINTELLIGIBLE) satisfaction in legal terms, I do not believe that we have to further comply with the procurement code in order for you to be able to approve this settlement and to sell the City land. That's already been approved long ago, and this is just different way of doing it. Likewise, I would just like to read into the record the specific relief that's being provided. And now we're going into the part of this -- our agenda where we're going to be looking at the development approvals themselves. But if this is approved -- and what you're considering now is whether to allow an FAR up to 4.375, which is an FAR that is permitted in other parts of the City. It's not foreign to our Zoning Code at all. It would be a 19 percent reduction in required parking. It shall not exceed eight stories in height along LeJeune Road, which is a commercial zone. It shall not exceed 10 stories or 100 feet in height along Laguna, industrial zone, and I should have said, along LeJeune, it's 87 feet. Shall comply with the City's Mediterranean design guidelines, including but not limited to an arcade along LeJeune with an appropriately wide sidewalk. Shall include upgraded sewer capacity as needed and mitigate any issues raised by their traffic consultant, an updated traffic study as such mitigation is reasonably agreed upon by the City of Coral Gables traffic consultant. There's other requirements as well in the MOU. Now, making this determination, and in your discussion you will be looking at eight factors. The first factor is whether the property is owned or partially owned by the City or will be owned or partially owned by the City as part of implementation of the government settlement. My recommendation to you is the answer be yes, because indeed, the City will own part of this structure. It will own a police substation as a condominium. "B," the proposed use of property as a combined government and private use and facilitates important policy objectives that are identified in comprehensive plan, including but not limited to improvement, a mobility alternatives to the automobile as described in the mobility element. Again, my recommendation to you is that you make a finding of yes here. Three, implementation of the government settlement is designed to redress the effects of alleged discrimination on the basis of a protected classification. For purposes of the record, I'd like to

say, of course, the answer is yes here, but also, that's one of the primary purposes we're addressing this today, is to revolve the FTA matter. "D," implementation of the government settlement resolves a federal or state administrative proceeding or will be made part of a consent order. Both parts of that are true. The idea here is that this will resolve the administrative proceeding with the FTA and it will be part of the court order that's issued. "E," implementation of the government settlement will further the protection of the public health safety or welfare, including but not limited to the remediation or prevention of allegedly discriminatory practices and the protection of the public health environment or natural resources. My recommendation again is yes. That's one that's -- where you have more discretion because you're ultimately looking at what is in the interest of the public in public health, safety or welfare. But again, I would recommend yes there. The next one is implementation of the government settlement will facilitate the resolution of any potential conflict between the Zoning Code and the federal, state, or county statute or provision that preempts local regulation in accordance with Section 1-109.F of the Zoning Code. The purpose of the settlement is to resolve a matter under Title 6 of the Civil Rights Act, which is a federal statute. The next is that the proposed use is compatible with the nature, condition, and development of adjacent uses, buildings, and structures, and will not adversely affect the adjacent uses, buildings or structures. Now, I am not a planner. I do recommend yes, based on my discussions with the City Manager and the Planning Department. I believe that this proposal meets a lot of the objectives that you raised, but ultimately, that's a determination for you when you weigh this. And lastly, the nature of the proposed development is not detrimental to the health, safety, and general welfare of the community. Again, I'm recommending yes. But that's a decision for you in your sovereign capacity. So now what you will do is open discussion and you will weigh these eight issues and make your determination.

Mayor Cason: Before we do that, even though I mentioned that we had closed the public hearing before, there are four people who would like to speak, and I'll allow them to speak, but please, three minutes only, and direct yourselves to what we're doing here today. We've heard before a lot of your general concerns. First one again is Williams Armbrister.

Williams Armbrister: Good morning and hello again. My name is Williams Armbrister. And there's a chain of events that started with the developer, City of Miami, the neighborhood, City of

Coral Gables, and now you have what you've done to the community with your association with the developer, and so I don't want you to wash your hands because the trash needs to be picked up. You've got to yard cut. You got all the weeding done. Now we need to -- don't wash your hands yet with the developer, with this community, because now the residue of your actions because of your association are left in this community. We lost two homes. We lost a restaurant. We lost a historic building, the blue chip building, which you're probably not familiar with. We've lost a lot. We've lost the opportunity for a relationship to be developed between our elected officials and the community, because he was lobbying for the developer. Our District 2 Commissioner was lobbying for the developer in the community, and then we had other organizations lobbying for the developer in the community. But the -- this developer -- this agreement that you've made with the developer is good for you, but it's still -- we still have a building there that's not going to benefit this community at all because of your association. You know, you told the developer what you wanted. He told you what he wanted. Then you told him what you wanted. And now we've left with the residue that needs to be addressed. I don't want you to feel like it's all over and done, but -- because it's not all over and done. We have a building there in that community that's not -- that could be anything. We were left up to the mercy of the developer in the development of the building; and now that you've made an agreement, we're left up again to the mercy of the developer of what he might want to do with that building. It isn't our fault that you went into an agreement with this gentleman, a developer. As you know, when you say developer, you say I want to make money. So now it doesn't matter who's oppressed or who's in the way if the developer want to make money. You know, it was good for you, good for the developer, but now you've left us with your decision-making that has done damage to this community. And I'm asking that you take into consideration and at least address this situation you've left us in. Don't -- this is not -- you're not done with us. This is not an over-and-done deal. You've got a building there because of your actions and the developer and we'd like you to address that. And I thank you so very much for your time.

Mayor Cason: Thank you. Thank you, sir. Patrick Sessions.

Patrick Sessions: Good morning. My name is Patrick Sessions. Williams and I agreeing on something is tough to do, but I have to agree with him. I would like to say that, number one, we

are appreciative that the City has made other arrangements and it will not be bringing the trolleys. That is not to be underestimated. It is a significant change, and we are very much appreciative of the Mayor and the entire Commission for apparently getting ready to do just that. As Williams said, though, it is not really the end of it. And as the lawyers have talked about that's it, you're done, you can walk. You can. I suspect you can do that. I hope you won't. We are this close to reaching an agreement with the developer on some limitations of different types of uses. We have an industrial building in the middle of a retail and residential neighborhood. And because of the way the building was built, it is -- it causes problems going forward if those kind of uses are put in there. We understand that that's a City of Miami's issue. It's not yours. But we have worked with Astor to try and come up with an agreement that limited some of the issues; no Midas Muffler kind of thing. And the other thing that we really wanted was to be able to have the opportunity to determine our own fate with that building and an opportunity -- we asked for a first right of refusal. We weren't able to get that. We settled for an opportunity to buy the building for \$4 million and owing 90 days, but at least it's an opportunity of the citizens to be able to buy that building and do whatever they feel is right with it, whether that's a museum or whether it's a retail complex, whatever it is, but hopefully, a use that is good for the neighborhood. Unfortunately, on Friday, when you all settled your deal, we got a letter or an e-mail from the developer's attorneys telling us that they were no longer going to negotiate with us, and we replied back to them; couldn't understand why, and yet -- and we got an answer back that "we will talk to you about renegotiating." We feel like that -- you know, you have the ability to help us. I'm not asking you to get things for us. I'm asking you to make whatever agreement we come up with a part of your settlement so that everyone can close the door on this chapter. Williams said it: The neighbors aren't going away. That building -- and I'm a Coconut -- or Coral Gables guy; I grew up here. That building is only there because of the City of Coral Gables. You can -- you know, I don't believe you all sat up here and said we're going to stick it to the Grove and we're going to do that. I don't think that happened in a million years. I think it was a complex, real estate deal. That's what I do for a living. And I think that it got away from everybody. But it doesn't change the fact that you would have not made this settlement had the residents of Coconut Grove not come to you. You would have gone forward. You would have moved your trolleys and that would have been the end of it. You've shown that you care about the Grove. I'm asking you to take one little step more and help us get this negotiation going again. And I think it can be done in three or four days.

We've drafted it. It's done. I've got it right here. And so we really are just afraid that if you sign a deal up today, what's the incentive for the developer to even talk to us again. He can simply walk away and -- just as the attorney, my friend Steve said, you're out, so you can walk away, and we're still there, and we're still trying to work with developer, and we think that we're all in this together. We hope you all feel that way. You certainly reacted in a large way by putting this assessment together, and we'd appreciate if you consider putting something in here (UNINTELLIGIBLE) that says that at least give us a week or two to try and work out a settlement that is 99 percent worked out, I will tell you, and it's almost ready for signing. Thank you very much. And again, thank you for moving the trolleys out of the Grove.

Mayor Cason: Thank you. Looks like Renita Samuels Dickson.

Renita Samuels Dickson: Good morning. On last -- on July 31 I sent an e-mail in reference to the trolley building as we all know it. And the suggestion was for the City of Coral Gables to help the residents of Coconut Grove to turn that trolley building into a museum. My grandparents, Melvin and Hattie Jackson, used to ride me and my family through Coral Gables. I don't know if any of you remember when there used to be Christmas lights all through Coconut -- all through Coral Gables. Do any of you remember that? I was a little girl. Every Christmas we would ride through Coral Gables. And I gained a respect for Coral Gables through that moment. So what we're asking is that the City of Coral Gables, even though you have a new leader, land exchange agreement that you're looking at proposing with Astor Development, we're asking you not to turn your back on the residents of West Coconut Grove. If it were not for one of our residents filing the Title 6 grievance, we would -- probably would not even be in here. What has happened is even though the trolley building is there, that land is actually a storage facility. It can be used as a storage facility. If you go back and check the City of Miami planning, that's what that land is designated as. What better way to mend all of the problems that one trolley caused because of federal funding? The City of Coral Gables, the City of Miami, and Miami-Dade County could help to squash all of this. Many residents and pioneers helped to build the City of Miami and helped to build the City of Coral Gables. Mr. Benneby, as an example, you have a lot of coral running across your dais. Mr. Benneby did a lot of coral work here in Coral Gables. We know that you don't have a legal responsibility to assist us, but you have a moral and a humanitarian

responsibility to help us, to turn that building into a museum, a museum that would house black and Bahamian-America artifacts from the 1800s to the present. So even when you don't have a legal responsibility, we are asking you to take the moral and humanitarian high road. If it can be included in the memorandum of understanding or the settlement agreement, just as a gentlemanly agreement or a womanly agreement, let's try a human agreement. Let's do so. Because Astor would not have purchased that land if it had -- if the City of Coral Gables had done due diligence and performed the study. Who would actually own that land? It could be the City of Miami. It could be Miami-Dade County, as far as I'm concerned. It could be a historically black institution that has been around for over 100 years, so that we can do right by the people, by the citizens. Why? Miami has changed demographically to the point now that it's almost a trilingual community. There are about 2,000 people left in Coconut Grove, and once we're all gone, there will be no semblance of who helped to create the great cities that we're talking about today. What better way internationally to pay homage to people that help to create what we have? So we're asking the City of Coral Gables to think outside the box, just as you have, with the FPL component. I was on the Village Council for the City of Coconut Grove -- for Coconut Grove, and so I'm very well familiar with what is taking place with the FPL component. So please think outside the box, continue to be our friend, and help us to solve this great problem that we have, because it will not go away until that building is resolved to something that is honorable for all of us. Thank you.

Mayor Cason: Thank you.

Commissioner Quesada: Thank you.

Mayor Cason: And finally, Phil Freidin, Freidman. Phil. OK, go ahead.

Philip Freidin: Freidin, you got it. I represent the three plaintiffs in the litigation with Astor and the City of Miami that's presently before the Third District Court of Appeal and, at least symbolically, a number of the other residents. And you've heard some very well-spoken descriptions of the situation. I'd just like to give you my own take on it. Well, Mr. Helfman said you're completely out of it. What Coral Gables began some years ago was a mistake. You've



taken dramatic strides to correct it, and you're so close but not quite there by just agreeing to this agreement that you have before you, so close as was alluded to. We have an agreement that has been worked on for the last several weeks with Astor that is really 99 percent done. However, we were told nothing's going to be done until after this passes. So we're sitting there -- and I say "we," the citizens of the Coconut Grove area, who have been offended by this with a building that they hate, but we've agreed to restrict the issues of that building in very significant ways that would make the community feel comfortable with what's happened and put this behind them. Ninety-nine percent done. What's left is lawyers' language on little bits and pieces of things that we could actually dispense with. We have an agreement as of a week ago that we could live with. We were in the middle of negotiating the various legal terms when negotiations were suspended, so it's this much left to do. But what's happening is you're going to approve this, and we don't know whether or not Astor is going to follow through on that 99 percent and say "deal." And if they don't, you will still have an incomplete correction of your mistake, because it will still be known that the City of Coral Gables walked out on that building, which is an eyesore to the community and worse. All you have to do is simply ask the lawyers here for Astor, are they going to agree to something they've already agreed to or are they going to walk away? Are they tricking us? I don't think they are. But all you have to do is ask them. And if they say, "Yes, we're going to do it," and make it part of this public record, well, I think we can count on that.

Commissioner Quesada: OK.

Commissioner Lago: Mr. Diamond, can you give us a moment and please come up here; Mario also. Can you just give us a quick clarification? I'm not asking for a commitment on the record. I'm just asking for a clarification in regards to where your current negotiation is with -- in reference to your client, Astor Development, and closing a deal with the residents of Coconut Grove --

Mario Garcia-Serra: Sure.

Commissioner Lago: -- if there even is a deal.

Mr. Garcia-Serra: Of course. For the record, Mario Garcia-Serra, with offices at 600 Brickell

Avenue, representing Astor Development, joined by my co-counsel who's taking the lead in the litigation, Allen Diamond. And as I stated at the July 22 City Commission meeting, there is an agreement. We have an agreement in place for the neighbors in principle, what's left, as has been reflected by Mr. Freidin and Mr. Sessions and the other speakers, is to iron out the remaining details. The most important thing that needs to be worked out in order for that deal to become final actually is for this deal to become final, and the best thing that the City of Coral Gables could do to today would be to settle our dispute, our agreement so that we know that the City of Coral Gables does not need to use that trolley facility, nor will it ever go into that trolley facility on Douglas Road so that we know that that building can then be put to another issue and then we could definitely finalize our agreement formally with the (UNINTELLIGIBLE) plaintiffs.

Mr. Leen: Would you be willing to proffer it?

Mr. Garcia-Serra: Sure. I mean, it's part of the record here as far as the fact that -- I've stated on the record that we have an agreement in principle with the (UNINTELLIGIBLE) plaintiffs.

Vice Mayor Kerdyk: You know, Mario, one of the questions I have is that what -- we were negotiating everything in good faith and, you know, I have comments about it, but --

Mr. Garcia-Serra: Sure.

Vice Mayor Kerdyk: -- afterwards, and there's a number that was thrown out by the group that was far higher than what the -- what the Astor group told us they could get for the facility itself, and I -- maybe Mr. -- Commissioner Lago should speak to that, but you know, that was, you know, part of the negotiation portion and certainly a caveat for me accepting the deal as it's outlaid, and I don't have the specifics because I wasn't part of the negotiating team, so I can't sit there and tell you, "OK, this is the number that were proffered out; we agreed this." So we made different movements in our other parts of our negotiations based on that number. So I'm talking in -- you know, funny talk, but basically, maybe Commissioner Lago will be able to have a better --

Commissioner Keon: Mr. Sessions to repeat again those -- just for the record. Mr. Sessions,

when you spoke, you spoke about a number that --

Mr. Sessions: (UNINTELLIGIBLE).

Commissioner Keon: Could you come up here and just reiterate that for me, please, just as to that that number.

Mr. Session: Yes. In the agreement that we reached in lieu of a first right of refusal, which is what we would like to have so that we know we're getting market price when we buy the property, we ended up reluctantly agreeing to a 90-day opportunity after the -- your agreement is finalized. I'm not sure -- Al could give you the exact -- what the trigger was. But essentially, once the deal is cut, we would have 90 days -- when I say "we," the community.

Commissioner Keon: And I know -- (UNINTELLIGIBLE).

Mr. Sessions: Yeah. And I --

Commissioner Keon: Tell me the number, and then I'll ask (UNINTELLIGIBLE) who you're talking about.

Mr. Sessions: OK. And 90 days to buy the property. That means to -- we gave you due diligence to finance it, to do everything else in 90 days for \$4 million.

Commissioner Keon: OK. So you're prepared to offer \$4 million for this building?

Mr. Sessions: We're not sure yet. That's a --

Commissioner Keon: (UNINTELLIGIBLE).

Mr. Sessions: That's a -- we wanted to have at least some number that we could count on, because we have to go out and raise the money.

Commissioner Lago: But let me ask you a question quick.

Commissioner Keon: OK. I think --

Commissioner Lago: I just want to --

Commissioner Keon: I just want to know who he's representing. Can I just ask who --

Commissioner Lago: Of course.

Commissioner Keon: Who is it when you say "we" --

Mr. Sessions: OK. I apologize.

Commissioner Keon: (UNINTELLIGIBLE).

Mr. Sessions: I should have explained who I am. I served on -- with Renita on the Coconut Grove Village Council. When this all started about two years ago, I was still on the Council, and the steering committee that -- it's called that -- that is trying to help the plaintiffs and other people to try -- and the Grove is very fractured -- so trying to get everybody together --

Commissioner Keon: Right.

Mr. Sessions: And I see Williams is coming to give his two cents worth, and I'm fine with that. But I volunteered when I was asked to serve, for lack of a better term, as a development consultant because I am a developer.

Commissioner Keon: (UNINTELLIGIBLE) developer.

Mr. Sessions: -- to the steering committee and to the plaintiffs to try and help them go through

this process, and I do not speak for the entire Grove. I speak really just as a representative of the -- one man of the steering committee who has been involved in these negotiations.

Commissioner Lago: Can I -- can I just --

Commissioner Keon: (UNINTELLIGIBLE) whatever dollars you have would have to be raised?

Mr. Sessions: It would have to be raised.

Commissioner Keon: (UNINTELLIGIBLE) these are not available (UNINTELLIGIBLE).

Mr. Sessions: Exactly. And there are some folks working on that, the Coconut Grove Collaborative and other people.

Commissioner Lago: OK. I just have one simple question. You said \$4 million. Again, what the Vice Mayor said is 110 percent correct. That was not the figure that we were made aware of. Do you have an appraised value which stipulates that the property's worth \$4 million currently in 2014?

Mr. Sessions: No, we do not. That number was given to us by Astor. We have not had a chance. This all happened in the last week or two, so we don't know whether that's a good number or a bad number, which is why we wanted a first right of refusal.

Commissioner Lago: OK.

Mr. Sessions: Because that sets a market value. Someone comes in and says I'll pay \$4 million, we have a right to match that. If someone comes in and says three million, we should have the right to match that.

Mayor Cason: All right. We're going to talk a five-minute recess for some discussions and then

we'll be back.

Later...

Meeting Resumed...

Mayor Cason: Allen Diamond, would you like to address us?

Allen Diamond: Thank you, Mr. Mayor. I'm Allen Diamond, practice law at 333 Avenue of the Americas, in Miami, Florida, with the firm of Greenberg Traurig. First, let me just tell you that we have been through a mediation process. We reached agreement at the mediation process. That agreement is being reduced to writing. In this case, the devil's not into details. The agreement was reached at mediation. We said what we meant at mediation. We meant what we said. We have a deal. And we can assure you that we will honor the deal we reached at mediation. Since mediation, there have been a number of additions that have been requested, some of which we've agreed to, some of which we have not. The additional requests are issues that we are still willing to discuss, but we believe we have an enforceable agreement from the mediation. I want to address the issue of the value of the property. Although mediation is confidential -- and I won't get into details of what's been agreed to -- I can tell you that the agreements have substantially limited the value of the property. The agreements specifically limit uses to which the value -- to which the property can be put. Without getting into specifics, the more limitations you place on a piece of property, the less valuable that property is in the open market, that is, there are (UNINTELLIGIBLE) buyers. And because of that, there's a difference between the value that is contained in the mediation agreement and the appraised value after all those limitations are added. So we would just simply say to the City that we bargained in good faith. We have an agreement in the same way that we have an agreement with the City of Coral Gables. We honor our agreements. We'll honor the agreement that we have with the residents who are the plaintiffs in the action brought by -- against the City of Miami, and in that case, we expect to end up with an agreement. We don't want that agreement to become part of this agreement. We don't want you involved in our negotiations and there's no reason for you to do so. So if there are no further questions --

Mayor Cason: Thank you.

Mr. Diamond: Thank you.

Commissioner Lago: Thank you. May I ask --?

Mayor Cason: Yes.

Commissioner Lago: Thank you, Mr. Diamond. I have no further questions for you. Thank you. May I have our Assistant City Manager please come forward, Cindy Birdsill, if possible.

Mayor Cason: Why don't you just sit down for a moment, please?

Mr. Armbrister: OK.

Commissioner Lago: Cindy, thank you. I appreciate it.

Cynthia Birdsill: Good morning, Commissioners, Mayor.

Commissioner Lago: I just have a quick question. I just want to make sure that all the Commissioners here who obviously were not privy to the negotiations that we were in for the past two weeks both with the developer and both with staff, I want to make sure that they're aware of the numbers that we were using were numbers that were backed up and they weren't numbers that just came out of thin air. For example, the main number that's become a point of contention over the past 15 minutes has been the issue of the value of the Coconut Grove trolley station -- of the proposed Coconut Grove trolley station. What -- can you elaborate a little bit in regards to the appraised value in reference to how we got that number?

Ms. Birdsill: We did not get an official appraisal. We spoke with Waronker & Rosen and they gave us a back of a napkin that has not been reduced to writing, so it's not something that we can,

you know, rely on on them for -- yet, but they set a range of 1.8 to 2.2.

Commissioner Lago: And --

Ms. Birdsill: And that's based on an automotive use.

Commissioner Lago: And I want to make sure that the Commission is aware of that. The reason why it was on the back of a napkin and -- it was because of the time frame, you know. This is a very reputable firm, correct me if I'm wrong. It's a firm that our City has used on a multitude of occasions, so I trust that 1.8 to 2.2 number as being a firm number. Now, will we hopefully be getting an appraisal, a hard number?

Ms. Birdsill: It will take about three weeks to get the hard number.

Commissioner Lago: About three weeks.

Ms. Birdsill: Thank you.

Commissioner Lago: Thank you, Cindy.

Vice Mayor Kerdyk: Now, I just want to concur with the Commissioner that if it's Josh Rosen or Lee Waronker, those guys know what they're doing, and I feel very comfortable that that's the number, if it's -- that's their thoughts.

Mayor Cason: OK. (UNINTELLIGIBLE) on this --

Commissioner Keon: No. I just would like to make it clear for the record and for everyone here is that part of the agreement when we entered into a contract with Astor Development, it was prior to either Vince or I being on this Commission. There was a clause in that agreement that it had to meet -- the trolley site would have to meet all of the city, state, federal, whatever, regulations before we would move into that building. And I know it's -- once -- after Vince and I were on the



Commission and there was discussion that particular trolley site was being prepared for use, we questioned whether or not it met the Zoning Code within the City of Coral Gables, and we then asked Craig and they -- we took legal action to clarify and to really ask for the court to make judgment with regard to the zoning of that piece of property. That was done before any federal complaint was filed. So I really hope that everyone will understand and know that long before the federal government got involved or anyone else got involved, we as a Commission questioned the zoning on that site and asked for clarification on that zoning, and you know, our attorney then engaged counsel and we started this issue. So I think for a very -- I know as long as we have been here, as this Commission is now constituted, we have had grave concerns over the appropriateness of that facility at that use at that site. So I want you to know and understand that we have always had a concern for the community adjacent to that site, because we were concerned about the appropriateness of it there and entered into court action for it. So we have always, always had concern for you on that issue. Thank you.

Mayor Cason: Thank you. OK. Craig, do you want to --

Mr. Leen: Yes.

Mayor Cason: -- lead us back through the first part of what we're supposed to decide?

Mr. Leen: Yes. So there are going to be -- there are going to be two parts to what you will consider now. The first part is a consideration of the development approvals, which is under Article 3, Division 18 of the Zoning Code, and I read to you the eight factors that you will consider in doing that. You do not have to find that all eight exists. You're supposed to each weigh them and then make a determination whether you believe that they exist. My recommendation has been that they exist, and both the City Manager and I have worked hard to come up with something that we both can recommend to you, and we have. So that would be the first order of business.

Commissioner Quesada: Well, then I -- just for the record, at least in my opinion -- and then I'm going to make a motion following that -- is pursuant to Section 3-1805(a)(1), which are -- were the standards that the City Attorney has just identified where they're fully enumerated, I think

subsections A and B, because there's a police substation located in a project. I think it meets the partial ownership of the facility, as well as the -- deals with the comprehensive plan, so I think that's -- there is a showing of that. I think item A1C, staying out of the Grove neighborhood, goes toward the compliance or fulfilling of that requirement. 1B, I think, resolving of the FTA issues satisfy -- I don't want to say requirements, but the elements for the others for 1B, 1E; and then 1F, 1G, and 1H, the fact that we're staying within the FAR that were seen throughout the City and we're actually going to be going through the process of -- the regular process of any type of building, I think it satisfies -- or actually, I think we satisfy all eight requirements, this settlement agreement does. At least, my motion will be based on those findings.

Mayor Cason: We had a second?

Commissioner Lago: I'll second the motion.

Mayor Cason: Commissioner Lago seconds.

Mayor Cason: Discussion.

Vice Mayor Kerdyk: Yeah, I think we should talk --

Commissioner Keon: I have a lot of discussion.

Vice Mayor Kerdyk: Yeah, I know you do. Go ahead, go first. Go ahead.

Commissioner Keon: You want me to go first?

Vice Mayor Kerdyk: Yeah.

Commissioner Keon: All right. I have some discussion with regard to -- maybe Mr. Helfman can help me with this. As being our -- I understand in this agreement that our -- the portion of this building now that will come to the City of Coral Gables for a substation, a police substation, or

whatever, is a condominium, and from what I read, that we are subject to all of the assessment fees, whatever, related to the condo -- to that condo. Is that correct?

Mr. Helfman: That's correct.

Commissioner Keon: So we're then -- we are really a bit discussion with regard to whatever happens there to the condo association, because once the building is built, developed, or whatever, it goes over to the condo association. Is that right?

Mr. Helfman: We -- that's true. There are some limitations -- OK. What Harvey was just talking to me about is the -- is sort of the business aspects of the settlement agreement as opposed to the zoning aspects, but I'll answer your question anyway and -- because there is some crossover here. The condominium -- the police substation that we're going to get will be transferred to us as a condominium unit. That 500 square feet will be subject to the condominium association. There will be limitations on what the association can do with respect to our space. They cannot limit to whom we can sell that property to. Their -- we are not -- we are going to be a special category of users, and they can't declare our use to be a nuisance, for example, like they might some other user within the building, so that we can use our space for exactly the purpose that it's intended. But, yes, it would be subject to our small fair share of the association assessments to the extent that they relate to the commercial condominium. For example, if there's an assessment for a swimming pool, unless our cops are swimming, we're not going to take on those assessments. But to the extent that our space is part of the overall structure and coming and going and we use the bathroom facilities, we could be assessed for those.

Mayor Cason: And we get two parking spaces.

Mr. Helfman: Yes, we do get two parking spaces with our unit.

Commissioner Keon: What I'm asking you -- I mean, because the condo docs have not been written yet, have they?

Mr. Helfman: No, they have not.

Commissioner Keon: So we don't know what the condo docs are. As part of this, can we require that these things be included in the condo docs? Do we have that right under the legislation that governs condos?

Mr. Helfman: This MOU contemplates that as part of the settlement agreement, the condominium documents are also going to be prepared, so we're going to negotiate the terms of the condominium documents that relate to our space. If there is something in particular that you're concerned about, we can certainly address those. There are a numbers of things that we are -- I am concerned about that I intend to address, if this is approved. I want to make sure that we're not overly assessed. I want to make sure that we always have ingress and egress in and out of our space; that we cannot be ever limited. I want to make sure that we can always use our space as we want to. I want to make sure that if we turn on our sirens for whatever reason, that nobody in the condominium can complain that, that's a nuisance, for example. There's a number of things that we, as a public entity, may do differently, and the condominium and its residents cannot complain about. Now, they may try to complain about it, but within the documents themselves, the buyers are going to understand that they are buying in a building where there is a police substation, and they take with notice that we're there, and whatever that use brings to the building, they accept that use. So I think we will be protected from the condominium association and its residents once there's a turnover by the developer. I can't tell you that we won't face an issue there. And one of the reasons that I think the benefit of this overall deal, while there are some good things and some bad things, of taking us out of this project was that we eliminate the conflict between the municipal use and the residential condo use.

Commissioner Keon: Right, but we are --

Mr. Helfman: We still have --

Commissioner Keon: But we are retaining --

Mr. Helfman: -- a small piece.

Commissioner Keon: -- a municipal use --

Mr. Helfman: Yes, we still are going to have --

Commissioner Keon: -- in that building.

Mr. Helfman: -- 500 feet in that building.

Commissioner Keon: And -- right. And I don't know whether the condo docs will contemplate that it is -- you know, that the assessments are by unit. Are they by square footage? You know, do you get a proportion of it because you have a one bedroom?

Mr. Helfman: Yes.

Commissioner Keon: Or are you assessed because you have a unit in the building?

Mr. Helfman: You are assessed the same way other commercial condominium units in the building, and there will be other commercial condominium units in the building, and we will be proportionally assessed the same way commercial --

Commissioner Keon: The commercial.

Mr. Helfman: -- (UNINTELLIGIBLE).

Commissioner Keon: So we are not assessed for the -- for improvements to the residential component of this building; is that right? We're not --

Mr. Helfman: That's what we --

Commissioner Keon: They want to redo their lobby?

Mr. Helfman: That's what we --

Commissioner Keon: We don't -- we're not assessed for their redoing their lobby. Are we protected from --

Mr. Helfman: Unless that lobby --

Commissioner Keon: -- all of those (UNINTELLIGIBLE)?

Mr. Helfman: -- is accessible and useable by us, we do not intend to be assessed by it. That's part of the -- what we will negotiate in the documents.

Commissioner Keon: OK. I want to know that we have -- that we are not subject to any assessment that is part of the residential use, having -- living in a condominium, that is a nightmare; and it is amazing, the differences in what people expect and perceive they should have and not have in a condominium, in a residential condominium. You know, and that's up to them. That's certainly within the right of residents, but as a city property, in representing the best interests of this City, I want us to have no relationship with the residential component of that building or their assessment process.

Mr. Helfman: But we will be part of the commercial component of the condominium. Now, to the extent that the law somehow requires that we pay some proportionate share of the overall condominium because we're part of an overall condominium, we may have that, but it will not be part of the residential component. We will be part of the --

Commissioner Keon: But we don't know that, right? We don't know.

Mr. Helfman: You never know that until you submit those documents to the Division of Condominiums and they send them back and they say --

Commissioner Keon: No.

Mr. Helfman: They sign off on them. Because with every reviewer, when they come back, they -- and make their comments, you sometimes get something that you're surprised, but --

Commissioner Keon: Right. But we also know that -- I mean, right within your firm there are attorneys that --

Mr. Helfman: Yes.

Commissioner Keon: -- specialize in --

Mr. Helfman: Yeah. And we're going to --

Commissioner Keon: -- dealing with condos.

Mr. Helfman: -- segregate, yes.

Commissioner Keon: -- so we know that we should ask those questions.

Mr. Helfman: Absolutely. And we are going to submit the documents in a fashion where we are segregated from the residential portion and only part of the commercial portion and only pay what the commercial tenants pay or the commercial owners pay. And --

Commissioner Keon: And if at some point we decide that that is a burden on this City, we have the right to sell it and get out. Is that right?

Mr. Helfman: Yes, yes. We have the full right to sell. We don't have to stay there. But as long as we're there, we have an obligation --

Commissioner Keon: OK.

Mr. Helfman: -- to have a manned police station there.

Commissioner Keon: We have an obligation to have a manned police station?

Mr. Helfman: Yes. That's our -- that's what we've agreed to.

Commissioner Keon: OK. I have a question with regard to the setback. I know it's -- it -- there is a -- in this memorandum of understanding, it states that we will have -- there'll be a cover -- whatever.

Mr. Helfman: You're not -- I can tell you this, you're not waiving the setbacks.

Commissioner Keon: Well -- and the other one that was proposed -- there was a five-foot sidewalk that ran in front of it. I'm asking you what is it now?

Mr. Helfman: It --

Commissioner Keon: What are we looking at now?

Ms. Olazabal: We don't have final plans for the building, but -- as one of the conditions, we're asking to have an arcade along LeJeune.

Commissioner Keon: OK.

Ms. Olazabal: And to accommodate --

Commissioner Keon: We might have an arcade along LeJeune.

Ms. Olazabal: Yes.



Commissioner Keon: What's the minimum where something has to be to have an arcade? Can you have an arcade on a five-foot sidewalk?

Ms. Olazabal: Ramon, do you know the answer to that?

Ramon Trias: Commissioner, the five-foot sidewalk is already there and it's on the right-of-way. The arcade will be in addition to that, typically about 12 feet or so.

Commissioner Keon: So in addition to --

Mr. Trias: To the five foot.

Commissioner Keon: -- to the five-foot sidewalk --

Mr. Trias: Yes.

Commissioner Keon: -- there will be an arcade that runs along --

Mr. Trias: LeJeune.

Commissioner Keon: So the front setback of the building, although the arcade -- the front of the building is going to step back toward that arcade to allow for that arcade?

Mr. Trias: It doesn't really step back. Again, we haven't seen the plans. What the plans that they have before, I think it steps back about a foot or so from the sidewalk. So there's not really a setback. What it is is a continue --

Commissioner Keon: What's the other setback? What are the other ones along there? I mean, these -- this is a pad, so you know, as you can sit here and talk to me and tell me about all the CBD, you know, this is a PAD; it was developed as a developed. There's a pad and it has its own

regulations and whatever else, so it's not just because it works in the CBD doesn't mean it works on this pad. What are the -- what are the side -- what are the setback requirement? And you know, the only thing I'm thinking about is I can -- I'm looking at Merrick Park and there's -- you know, the building that's setback and there's a lot of -- there's planting and trees and whatever else. There seems to be a little bit more setback to the shops that, you know, follow along that are -- they're not part of Merrick Park. They're -- you know, the next one, they seem to step back a little bit from the sidewalk. What do you --

Mr. Trias: Are you thinking of the ground level setbacks or the --

Commissioner Keon: The ground level setbacks.

Mr. Trias: At the ground level?

Commissioner Keon: Um-hum.

Mr. Trias: I don't think there are any meaningful setbacks. Maybe a foot or so, in general, in terms of the permit of that project, but there is an arcade or at least there was the intent all throughout the perimeter.

Commissioner Keon: I know. And I'm asking you how big is an arcade.

Mr. Trias: The arcade will be about 12 feet or so in width.

Commissioner Keon: OK. We're going to put on the record that it -- that we're going to have at least a 12-foot arcade?

Mr. Trias: I suppose that could be a condition that you could place on the record, yes.

Commissioner Keon: I don't want to --

Mayor Cason: Is that under this part of the discussion?-or is it going to the settlement, which is the second piece of our discussion?

Mr. Leen: Well, that actually would relate to this part of the discussion. And if you're going to impose a restriction, which you can, you do -- for the second part of the discussion, you're likely to going to need to get their agreement.

Commissioner Lago: But let me ask you a quick question. When we use the word restriction, are we -- isn't what we're discussing right now currently going to be offered within this project?-which is a detail of the Code currently? So we're not making any restrictions. We're just highlighting the fact that --

Commissioner Keon: We expect --

Commissioner Lago: -- that we expect that this component, which Commissioner Keon has brought up, which is the arcade, is going to be included in this project as required by the Code. That's all we're asking.

Mr. Trias: And it will be reviewed by the Board of Architects for design and then --

Commissioner Lago: Yes, all that.

Mr. Trias: -- at that point, all those issues will be resolved, but clearly, that has to be done through the process.

Vice Mayor Kerdyk: But, remember, as I understand from the Code, the -- if they build under the Mediterranean ordinance, they have to put in this --

Commissioner Keon: Right.

Vice Mayor Kerdyk: -- they have to put in this, and so they're just doing it per Code. They're

not -- that's it, right?

Mr. Trias: It's one of the options to comply with Mediterranean requirements, and if you want to make it mandatory, you should say that at this point.

Commissioner Keon: Well, it says here they shall comply with the City's Mediterranean design guidelines, including but not limited to an arcade along LeJeune, with an appropriately wide sidewalk. That's --

Mr. Trias: And that's -- yes.

Commissioner Keon: I'm asking you is that what that means? Is that what that says?

Mr. Trias: Yes, yes.

Commissioner Keon: This says that we're going -- that they're going to build an arcade that is probably at least 12 feet in width. That's what you're telling me?

Mr. Trias: Yes.

Vice Mayor Kerdyk: Similar to other arcades in the City of Coral Gables.

Mr. Trias: Yes.

Commissioner Keon: Yes. OK. I want to know that, and I want that to be very clear.

Mr. Leen: You know, technically, that would be up to the Board of Architects, technically; although, it has to be compliant with Code, and then, if they don't agree with it, they have the right to appeal to you.

Mayor Cason: Mario, can you tell us what you have in mind so we can --?

Mr. Mario-Serra: Sure. I think the answer is pretty -- the question is pretty much answered by the way the Code works right now. In order to get certain setback reductions on that building, we need to provide a certain width of the arcade and size of arcade.

Mr. Leen: Right.

Mr. Mario-Serra: And so that is indeed what will be providing, which I think pretty much what (UNINTELLIGIBLE) been provided (UNINTELLIGIBLE).

Commissioner Lago: If I could interject, Mario, and I'm sorry to interrupt you, but I just want to make sure that the entire Commission understands why one of the items that we push for when we negotiated this MOU -- This project will go through the standard review process; will receive -- the only additional benefit that this project may receive, which is something that we offered sometime to other projects; it's nothing new. Not -- we're not "reinventing the wheel" here. -- is just expedited permits, expediting the permit. They will be paying for permits. They will be paying for impact fees, but they will be going through the entire standard process, which means that at one point, Mr. Trias, which is standing in front of us, won't be reviewing the documents; the Board of Architecture will be review the documents, Zoning will be review the documents, Planning and zoning will review the project. Mario will be presenting in front of these entities --

Commissioner Keon: Will it go to Planning and Zoning?

Commissioner Lago: It has to go.

Commissioner Keon: Does this go to P&Z (Planning & Zoning)?

Mayor Cason: Standard procedures.

Commissioner Lago: Standard procedures.

Mr. Trias: It's a (UNINTELLIGIBLE).

Commissioner Keon: Pardon me?

Mr. Trias: But I --

Mr. Garcia-Serra: It's important to note here, what we're going to be doing, we're going to be commencing with Board of Architecture deal. That's going to be the first step. Then after the Board of Architect review -- well, the first step is to do a revised set of plans.

Mr. Trias: Yeah.

Mr. Garcia-Serra: We do a revised set of plans; we submit it to the City. First step is Board of Architecture review. Then you can start going through all the different disciplines, including building, zoning, and so forth, et cetera, et cetera. We are -- we're going through all the processes that you go through for the building permit review process. We're not repeating the zoning process.

Commissioner Keon: That's another thing. Is this process -- does this go to Planning and Zoning?

Mr. Garcia-Serra: Planning and Zoning Board, no.

Commissioner Keon: No. It does not go to Planning and Zoning Board. Understand that? It doesn't go to the Planning and Zoning Board.

Ms. Olazabal: That was my understanding.

Vice Mayor Kerdyk: That's part of their negotiations.

Commissioner Keon: That's part of (UNINTELLIGIBLE).

Commissioner Lago: Then I apologize. I guess we -- well --

Commissioner Keon: No. It goes to the Board of Architects, then it goes to all the disciplines for (UNINTELLIGIBLE) coming on and on and on, and then if it meets that requirements, it doesn't ever come back to us. It never goes to the Board of Architects. I mean, Plan -- board --

Vice Mayor Kerdyk: Planning Board.

Commissioner Keon: -- Planning and Zoning Board, then they get permits.

Commissioner Lago: OK. Well, in regards to --

Commissioner Keon: The only layer of review that it's going to get from any board is the Board of Architects.

Commissioner Lago: But has the project gone to P&Z already?

Unidentified Speaker: Sure.

Commissioner Lago: OK, so it's been reviewed by the P&Z.

Commissioner Keon: No, it didn't go to --

Ms. Olazabal: The original --

Mr. Garcia-Serra: This -- the Merrick Manor project, it had to go through a process (UNINTELLIGIBLE).

Mr. Trias: The original project -- the original project.

Commissioner Keon: The original project went --

Commissioner Lago: I understand.

Commissioner Keon: This isn't the original project.

Commissioner Lago: I understand. Trust me.

Commissioner Keon: I'm telling you, this project --

Commissioner Lago: The difference --

Commissioner Keon: -- will not go to the Planning and Zoning Board.

Commissioner Lago: Trust me, the only difference between the original project and this project is the underground parking and the additional floor on --

Mr. Trias: LeJeune.

Unidentified Speaker: LeJeune.

Commissioner Lago: LeJeune. I apologize.

Commissioner Keon: I don't think we ever had -- did we ever have construction documents on this? We only had conceptual documents up until (UNINTELLIGIBLE).

Mr. Trias: Did you say construction?

Commissioner Lago: Construction?

Mr. Trias: Yeah. No (UNINTELLIGIBLE).



Commissioner Lago: You had construction documents?

Mr. Leen: Yes, but the --

Commissioner Keon: But (UNINTELLIGIBLE) that's going to be the (UNINTELLIGIBLE).

Mr. Leen: Just remember, the way that the ordinance is structured is that the conditional use reviews or discretionary reviews or all those things, the variance reviews, they're all combined in you, right now. You're exercising the authority of the Board of Adjustment, the Planning and Zoning Board, all of these different boards. The one thing that we've agreed to here is that this will go through the Board of Architects, and the Board of Architects can -- could, for example, make them go back; could reject their design. They have the right to appeal. It will only come back to you, though, if the party appeals; otherwise, it'll be determined by the Board of Architects. Also, one other thing I should say is that this is a settlement of a disputed matter, so you know, in determining how to settle that and -- you know, obviously the cost of the Coconut Grove facility, the cost of what they've already done, all of that, the fees are one million dollars. So to be clear, the fees are one million dollars.

Commissioner Keon: Right, I understand that. And I'm willing -- you know, that's not my issue. I know that everybody has suffered in this process. What I want to ensure is that we get a building that is an added attraction to that PAD. I want to know that when we drive down that street forever, we're going to say, "Oh, my God, what a pretty building." That's what I want to know.

Mr. Trias: Yeah. And what the proposal is is that right now the Board of Architects will review it and approve it like it would any other building, and that's the only level of review that is being proposed at this point.

Vice Mayor Kerdyk: I'd like to ask Ramon a follow-up question to that. In your opinion, with the criteria that's set forth, do you think that can be an attractive building that they build there?

Mr. Trias: Yes. Yes, sir.

Commissioner Keon: It can be.

Vice Mayor Kerdyk: OK.

Commissioner Keon: It can be.

Vice Mayor Kerdyk: OK.

Commissioner Keon: They can. Who is your architect?

Mr. Garcia-Serra: Behar Fonts.

Commissioner Keon: Robert Behar has the ability to design beautiful buildings --

Vice Mayor Kerdyk: For sure.

Commissioner Keon: -- if allowed to do so.

Mr. Garcia-Serra: That's why we selected him.

Mayor Cason: Make it nice.

Mr. Garcia-Serra: Of course.

Commissioner Keon: All right. So this says you shall comply with the Mediterranean -- the City's Mediterranean design guidelines, OK. So that's a "shall."

Mr. Trias: Of course.

Commissioner Keon: So you will. The other issue I have is the 19 percent reduction in parking. I think -- because of the area, I just -- I don't whether that's good or not. I had a concern about it, though. And I know you're going one ground under to try and provide parking and not increase the size and mass of the building, but where does the -- what is the Code requirement with regard to residential buildings?

Ms. Olazabal: Per unit.

Commissioner Keon: What is the Code?

Commissioner Quesada: Can I just jump in for one second? I think I'm going to withdraw my motion, because I think, technically, procedurally, we were supposed to vote on it at the time I make it, but obviously, I don't want to --

Commissioner Keon: But you make it --

Commissioner Quesada: -- stop any of the questions.

Commissioner Keon: -- second it --

Mayor Cason: I thought --

Commissioner Keon: -- and then you have --

Mayor Cason: Wait a minute, Commissioner.

Commissioner Keon: -- discussions and then you -- you discuss it --

Commissioner Lago: Yeah, but that was my understanding.

Commissioner Keon: -- and then you vote.

Commissioner Lago: I seconded it because I thought it was up for discussion.

Commissioner Keon: Yeah, it's because -- then it's discussed and then you vote.

Mr. Leen: Technically, when a motion is made and seconded, you can debate the motion. Normally, the discussion with the other side and things will come before, but it's not required.

Commissioner Quesada: OK.

Mr. Leen: So you can maintain your --

Commissioner Quesada: So we're losing --

Commissioner Keon: You maintain your --

Commissioner Keon: -- following Robert's Rules.

Commissioner Keon: Yeah. You know, we are.

Mr. Leen: Actually --

Commissioner Keon: We are, and we can ask for clarification.

Mr. Helfman: Actually, we're going to still need an actual motion to grant the particular waivers. The motion was really sort of a motion to acknowledge the findings. What you did was walk through the findings and make a motion that the findings were accepted. But what we're really going to need from you is a motion to grant the waiver to allow 4.3, 19 percent, and the heights.

Commissioner Keon: Right.

Mr. Helfman: Those -- and that's the --

Mayor Cason: That's what your motion was.

Mr. Helfman: That --

Commissioner Quesada: Yeah.

Mr. Leen: That would be the affirmative motion that would be --

Commissioner Keon: So that's the --

Mayor Cason: Second point.

Unidentified Speaker: Along with making -- it's useful if you do make the findings.

Mr. Helfman: Yeah, the findings are important --

Unidentified Speaker: Yes.

Mr. Leen: -- but we need the actual motion to grant the (UNINTELLIGIBLE).

Commissioner Keon: So we have the findings.

Commissioner Quesada: All I was saying is I will happily withdraw it so that there's no procedurally -- procedural impropriety. That's it.

Commissioner Keon: I don't think there is.

Mayor Cason: There's no problem.

Commissioner Keon: There's no problem.

Mayor Cason: So.

Mr. Leen: You may want to restate it after and then we --

Commissioner Quesada: After we'll do it.

Commissioner Keon: OK. With regard to the -- what are -- what's the requirement under the Code for residential?

Ms. Olazabal: So one and two bedrooms require 1.75 parking spaces per unit and three bedrooms and above -- four bedrooms, et cetera, 2.25 parking spaces per unit.

Commissioner Keon: And it -- because this is a mixed-use development, because it is residential as well as commercial, I don't have a lot of concern over -- about the parking actually for the commercial component of this building, because I think there is parking in the area that -- where your commercial needs could be met. You know, you could meet the needs in -- at Merrick Park's garage, if somebody's coming to do business there or whatever. There is parking in this garage spaces, and whatever, that people that come and go from that facility can use. I really have no concern about what, you know -- or if it's a restaurant, I mean, it's much higher. I don't have a concern. Because I think that there is adequate, sort of occasional hourly kind of parking available to you. I had grave concern over allowing a reduction in the parking for the residential component of your building, because that is 24-hour parking. I mean, that's if somebody -- you know, it's on the weekend; they may never move their car. If they go on vacation for two weeks, they may be there. That there is -- I have a grave concern that there is adequate residential parking in that building, and we don't know where you are. I mean, I -- you're saying 19 percent. I don't know how that 19 percent is distributed. I don't know if that is for residential, whether it's for commercial. I really want to know how well you meet the Code with your residential units. Now, I know you haven't done your plans yet, so I don't know how many one-bedroom units, two-bedroom units, three-bedroom units you have, and it's going to be based on that parking.

That parking is based on that number, and we don't -- you don't have that number; do you? Or do you have that number?

Mr. Garcia-Serra: Well, let me tell you what we do know. Number one, the Coral Gables parking requirement, as I'm sure you've heard from many people before, are very demanding, very high compared to other municipalities in the area --

Commissioner Keon: That's right.

Mr. Garcia-Serra: -- as far as how much parking they require. They require, as the Manager mentioned, 1.75 parking spaces for one and two bedrooms, and then 2.25 --

Commissioner Keon: Right.

Mr. Garcia-Serra: -- for three and four bedrooms.

Commissioner Keon: Right.

Mr. Garcia-Serra: With the numbers that we have right now, as far as number of units and number of parking spaces that we can provide, we're estimating that we're providing 1.75 parking spaces for each unit. So what that means in practical terms is that the three and four bedrooms, which are a minority of our units -- and I can ask my client to give the exact numbers -- but the three and four bedrooms, instead of being parked at 2.27, will be parked at 1.75. Of course, we also have an interest in making sure there's sufficient parking for everybody, because otherwise, people are not going to be buying units if they feel that they can't be parking their cars there. And based on our sales experience so far, where in the standard contract they're only receiving one parking space, and a very, very few number requested this (UNINTELLIGIBLE) for a second parking space, we feel that we're going to be more than adequately supplied with parking before (UNINTELLIGIBLE).

Commissioner Lago: Commissioner Keon, just to give you also again -- correct me if I'm wrong

-- my understanding was that the 19 percent reduction in parking was something that was a hold-over from the first building, correct?

Mr. Garcia-Serra: From the most recent previous proposal.

Commissioner Lago: Yeah.

Commissioner Keon: Not the first building. Not the original building.

Mr. Garcia-Serra: From the 283 units.

Commissioner Lago: OK. And now -- another question for you. Can you give me, just -- so she can also understand, a little bit more of the makeup, the breakdown of the units in the building? How one bedrooms, two bedrooms, three bedrooms, four --

Mr. Garcia-Serra: How many?

Commissioner Lago: Yeah. I mean, I know that -- from my understanding, four bedrooms and three bedrooms is extremely minimum in comparison to the overall --

Commissioner Keon: Right.

Commissioner Lago: -- scope of the project.

Mr. Garcia-Serra: I'll ask the person who best knows, which is (UNINTELLIGIBLE).

Commissioner Keon: But the parking in that area is very stressed. You know that there is very little available parking in that area for residential use.

Commissioner Lago: The reason -- and the reason -- when you see now -- when he explains, you'll see why that decision of keeping it at 19 obviously to make the building viable and not going



taller.

Commissioner Keon: Right.

Commissioner Lago: 'Cause (UNINTELLIGIBLE).

Commissioner Keon: I'm not concerned --

Commissioner Lago: You know, we're --

Commissioner Keon: Right.

Commissioner Lago: It's not -- I'm make -- I'm giving you my reasoning behind my thought process.

Commissioner Keon: No, I understand that.

Commissioner Lago: And I also just -- when you hear the fact of how many three bedrooms and four bedrooms, you'll see why we kept it at that point.

Commissioner Keon: OK.

Henry Torres: Hello. My name is Henry Torres, with the Astor companies.

Commissioner Keon: OK.

Mr. Torres: As far as your question goes with the one-bedrooms, there's approximately about 110 one-bedrooms.

Commissioner Keon: You have a total of how many units?

Unidentified Speaker: Two hundred and ten.

Mr. Torres: Two hundred and twenty-two.

Commissioner Keon: Two hundred and twenty-two units, OK. And you have 110 that are one-bedrooms?

Mr. Torres: A hundred and ten that are one-bedrooms.

Commissioner Keon: OK.

Mr. Torres: Approximately about 110 that are two-bedrooms. I'm sorry; about 100 that are two-bedrooms, and the balance will be between three and four, so three and four count is very low.

Commissioner Lago: Fifteen, twenty, twenty?

Mr. Torres: Approximately --

Commissioner Keon: No. You have -- well, you have 210 --

Mr. Torres: Well, actually about 10 or 11 --

Commissioner Keon: So you have 12 units that are more than -- you have 12 units, OK. I'm not concerned about those units. And your one-bedrooms, you know, I still think it's going to be -- because everybody owns a car.

Mr. Torres: Just to put everything in perspective, OK, the amount of units that we have, if you follow a 1.75 ratio, you will need 388 units, and 40 --

Commissioner Lago: Parking spaces. You mean parking spaces.

Mr. Torres: Excuse me?

Commissioner Lago: You said 388 parking spaces?

Mr. Torres: Three hundred and eighty-eight would accommodate 1.75 for all the residential section, and the balance will be 66 for the retail section.

Commissioner Keon: How many -- I'm sorry. In total, how many parking spaces do you have in total?

Mr. Torres: Approximately 454.

Commissioner Keon: Four hundred and fifty-four.

Commissioner Lago: Which two of those are designated -- two of those are designated for the City of Coral Gables --

Commissioner Keon: OK.

Commissioner Lago: -- in regards to the police substation.

Commissioner Keon: Two hundred and fifty -- so we have 252.

Mr. Torres: It's in our best interest also if this works. I mean, we're not going to build something that doesn't work.

Commissioner Keon: Well, you know, and even if we went to two bedrooms per unit, you would have 444 out of your 452 spaces would actually go to your residential component.

Mr. Torres: The Code in the City --

Commissioner Keon: Is there a way that you can -- can you -- you anticipate having a valet service or whatever else? I mean, is there a way you can do tandem parking to achieve a two bedrooms per -- two space per unit so that you can increase the amount of parking for the residential component? You know, I -- and my concern is really not --

Mr. Torres: If we use a ratio of 1 per one-bedrooms and 2 for two-bedrooms, we're above that ratio number, if we do the math.

Commissioner Keon: Right, right. But you know --

Mr. Torres: So what you're asking for --

Commissioner Keon: But we're not --

Mr. Torres: -- is actually there.

Commissioner Keon: -- going to say that --

Commissioner Lago: It's a reduction.

Commissioner Keon: -- that -- we're -- it isn't necessary. I mean, and the reason -- you know, I sat on the Planning and Zoning Board when we rewrote the Code, and this is the issue that was heavily debated; was the parking. And yes, you're right, our parking requirements are greater than a lot of other cities, but it was because of the problems that we had in the provision of the parking and because we don't have a lot of public space to build parking garages on, so they're transferring the liability for parking to the developer for their own units just -- you know, we don't allow people to park on the swales in our cities and so, you know, you have to accommodate your cars within your home. You need to accommodate your cars within your space. There is very, very limited on-street parking in that PAD, very, very limited. I suppose there's, you know, some good in that it's not -- doesn't approximate (UNINTELLIGIBLE) a residential area, some people won't be parking on the streets of the residential area, but there's not a lot of other parking

available. I -- I just think that that is -- 19 is a really significant -- you know, it's almost a 20 percent reduction in parking in an area that is already really stressed for parking, and I think it's fine for commercial because I think you have plenty of commercial space. You know, my concern is what you have for residents in that building, but that's a market issue, I guess.

Mr. Torres: Just to put your mind at ease a little bit, you know, in past experiences, we've done several of these buildings in the past, and the requirements of Coral Gables are substantially higher than in other cities, and we've been able to accommodate in all the buildings that we've established enough parking. As a matter of fact, in most of the buildings, even on the Miami requirements, which are lower than yours, we find that at the end of the project, we wind up with 40, 50, 60 empty spaces that nobody buys, and they revert back to the condominium association.

Mr. Garcia-Serra: And something I think that'll be reassuring to the -- 220 units, there's already 140-some under contract; and of those, only a handful. I don't know if you know the exact number, (UNINTELLIGIBLE) for a second parking space.

Commissioner Keon: And they're allocated one -- they're allocated one parking space?

Mr. Torres: They're allocated one. And I believe we have about 15 sold out of the 143 units additional parking spaces.

Vice Mayor Kerdyk: So basically, that's 225, so you really have like 70 overage right there, 60 or 70 overage.

Mr. Torres: That's what we usually --

Vice Mayor Kerdyk: Right there.

Mr. Torres: -- want at the end of the day, 50, 60 parking spaces that have no owners. If they -- (UNINTELLIGIBLE).

Vice Mayor Kerdyk: And they would purchase it -- they were to purchase it -- initially, if they had any intent to probably to buy those parking spaces.

Mayor Cason: A lot of people these days, especially the younger people, don't want a car. You got trolley. You got other options.

Mr. Torres: A lot of people don't have cars. Some -- you know, it depends on what your demographic is, what you want in a building.

Vice Mayor Kerdyk: Because I'm a firm advocate of parking, so I don't want to -- Yeah. But in this particular case, I'll say things that are (UNINTELLIGIBLE).

Commissioner Keon: You think (UNINTELLIGIBLE).

Vice Mayor Kerdyk: Huh?

Commissioner Keon: Do you think it's adequate?

Vice Mayor Kerdyk: Well, you know, am I happy about this whole thing? No.

Commissioner Keon: Well, do you think --

Vice Mayor Kerdyk: I mean --

Mayor Cason: The ideal -- the ideal arrangement, we wouldn't be discussing (UNINTELLIGIBLE).

Commissioner Keon: OK.

Vice Mayor Kerdyk: I mean, I think it'll probably work, but --

Commissioner Keon: (UNINTELLIGIBLE) been. As long as I know that there's setbacks, as long as I know there's an arcade, I know -- as long as I know that the design of the building is one that we're all going to be happy with after it's sold and, you know --

Mr. Torres: And the building will --

Commissioner Keon: -- you move on to your next project.

Mr. Torres: And I could say that the building will be very beautiful, OK.

Commissioner Keon: OK.

Mayor Cason: OK, the Vice Mayor --

Commissioner Keon: All right, that's all I have. Thank you.

Mayor Cason: -- had some questions --

Vice Mayor Kerdyk: Well, I actually had no --

Mayor Cason: -- or observations.

Vice Mayor Kerdyk: Yeah, actually, I had no questions. I just wanted to say a few words. I mean, this has been a very, very long process. I mean, I think first, Astor came to the City of Coral Gables several years ago -- three, maybe four years ago, and asked the City to -- you know, to sell its trolley facility, and we really weren't looking to move. I mean, anyhow, so -- you know, they came to us. They said they would build us a facility in a location, you know, get all the proper permits, turn us over the key, and we would occupy the facility. Of course, we don't have to elaborate about what happened from that point forward, but the situation is what it is and it's -- and really, really, this has been a very tough issue. As a matter of fact, it may be the toughest issue I've faced on this Commission since I've been sitting here. This has not been very fun. The

City of -- in my opinion, the City of Coral Gables is making the best out of a very bad and complicated situation; making the best of it. The -- our negotiation team -- let me first start with our negotiating team, led by Commissioner Lago -- should be commended.

Commissioner Keon: Yes.

Vice Mayor Kerdyk: And I really -- I mean, this -- they expended a lot of time. I also like to commend Astor for participating, and the City harpers know (UNINTELLIGIBLE) whatsoever. I mean, we want you to be successful in your project. This is much better than was previously talked about or presented; much, much better than what we dealt with before. I mean, if you look at it, I mean, we're probably about 60 or 70,000 square feet less. The massing has shrunk --

Mayor Cason: True.

Vice Mayor Kerdyk: -- tremendously. We're at a 4.37 FAR, which is arguable; something that we do in other locations in the City of Coral Gables. Our heart has been reduced on LeJeune Road from 100 feet to 87 feet. There is no height allocations or variances on the Laguna side. They're going to go through the City's -- all the processes that they go through, meaning they have to go through our Building Department and doing everything like that. We are expediting the process. The Civil Rights Act and the FTA court action's going to be released. As I said, I'm not -- you know, am I happy about this? No. Am I voting for it? Yes. Because I think it's in the best interest of the City of Coral Gables when you look in the totality of this overall situation to move this forward and for the City to get out of this. This is a situation that's impacting our neighborhood -- surrounding neighborhood. It's also affecting the brand of the City of Coral Gables, which is a very important commodity for me and the other fellow Commissioners here. Actually, when we started talking about this, you know, several months when we met in SHADE, I realized at that point that we could not occupy that facility just for those reasons. But anyway, I'm looking at it from a positive. I'm ready to move forward on it. I'm ready to vote on this issue and move on to another day.

Mayor Cason: And I think the other point to add is that we're able to continue to operate our



trolleys. The problem before was we didn't think we had any other place to put the trolley. You told us a couple years ago there was nothing commercial that you could find and it never, I guess, occurred to us that we could find a city-owned place, so your agreement to allow us to continue to use the existing trolley until we find another place or go either private or reconstruct somewhere else is another positive, so -- because we take 5,000 people a day on that trolley. So we didn't want to have to --

Unidentified Speaker: (UNINTELLIGIBLE) for us.

Mayor Cason: -- impact that as well. So I would go back to Commissioner Quesada. You want to restate your motion?

Commissioner Quesada: I've actually withdraw the previous motion, and I'm going to raise a new motion. And that new motion is to approve the resolution that approves the memorandum of understanding of the draft that Mr. Helfman presented to us earlier today.

Mr. Leen: That's the -- that's the second step.

Mayor Cason: Do that second.

Mr. Leen: That's the second issue.

Commissioner Quesada: OK. So what's the first part of it?

Mr. Leen: The first -- there is a resolution that was attached to the original agenda item. What you would be doing is, assuming you wanted to pass this, you would be making the finding -- you would be make a finding that those eight factors weigh in favor of the settlement and then you would be granting the development approval stated therein, including the zoning relief that's requested in the memorandum of understanding, but you're not approving the memorandum of understanding itself. And I stated on the record those -- the zoning relief that you would be granting already.

Commissioner Quesada: I am going to make a motion with a finding that pursuant to our Code 3-1805 subsection A1, those factors, based on those factors that weighs in favor of settling based on previously what was discussed here and discussed at the last meeting, as well as implementing the -- what was the term you issued?

Mr. Leen: Yeah, the -- you're granting the development approval --

Commissioner Quesada: And granting development approvals --

Mr. Leen: The relief --

Commissioner Quesada: -- and the relief

Mr. Leen: -- that's been stated on the record by the City Attorney.

Commissioner Quesada: What he said. That's my motion.

Mayor Cason: And do we have a second?

Commissioner Lago: I'll second that motion.

Mayor Cason: Commissioner Lago second. All right, City Clerk.

Mr. Foeman: Commissioner Keon?

Commissioner Keon: Yes.

Mr. Foeman: Vice Mayor Kerdyk?

Vice Mayor Kerdyk: Yes.

Mr. Foeman: Commissioner Lago?

Commissioner Lago: Yes.

Mr. Foeman: Commissioner Quesada?

Commissioner Quesada: Yes.

Mr. Foeman: Mayor Cason?

Mayor Cason: Yes.

Commissioner Quesada: And I will make another motion adopting the resolution approving the memorandum of understanding, which draft has been provided to us by Mr. Helfman.

Mayor Cason: And a second?

Commissioner Lago: I'll second that motion.

Mayor Cason: Commissioner Lago seconds. City Clerk.

Walter J. Foeman: Vice Mayor Kerdyk?

Vice Mayor Kerdyk: Yes.

Mr. Foeman: Commissioner Lago?

Commissioner Lago: Yes.

Mr. Foeman: Commissioner Quesada?

Commissioner Quesada: Yes.

Mr. Foeman: Commissioner Keon?

Commissioner Keon: Yes.

Mr. Foeman: Mayor Cason?

Mayor Cason: Yes.

Mr. Garcia-Serra: Thank you very much. You know, I would like to thank, of course, City Manager, City Attorney for having worked with us. I think, when we were here July 22, we weren't sure; should we keep on talking, should -- we shouldn't. Thank God, we did keep on talking. And special thanks to Commissioner Lago, who wasn't going to let us leave that conference room downstairs until we had come to an agreement, and indeed, we did. And one more thing, just to make the record clear as far as neighbors are concerned in the Grove. We do have a settlement agreement with them. In terms of that settlement agreement, many of them have already been disclosed during this meeting, as far as descriptions on the use of that property; 90-day time period during which they can make an offer, and the NCD-2 zoning regulations being applicable to the property also. I just want you to know we're now 99.9 percent on the way (UNINTELLIGIBLE) there, and that will soon be --

Commissioner Lago: Thank you.

Mr. Garcia-Serra: -- memorialized (UNINTELLIGIBLE).

Mayor Cason: I would encourage you to keep negotiating so that they are satisfied, if that's possible.

Mr. Garcia-Serra: Of course. Many thanks again to all of you.

Mayor Cason: You have anything else (UNINTELLIGIBLE) more?

Commissioner Lago: Yeah, just really briefly. I'm not going to repeat what the Vice Mayor stated; he said it so eloquently, in reference to the agreement, the MOU. But I did -- I just wanted to say quickly a thank you, because this has been an interesting process over the past two weeks. Having been on the Commission with Commissioner Keon for one year when I was requested to become involved with a great team who negotiated this deal. It's been an incredible learning experience for myself and, I imagine, for all the individuals who are sitting in this room today. I just wanted to take a quick moment and say thank you to a few individuals that, if you can indulge me, who have made this arduous three-year process come to fruition today. And if it wasn't for them, we would probably be involved in a litigation that would cost further millions of dollars to the City of Coral Gables and not bring millions of dollars a year in tax revenue to this beautiful City within the confines of our Code, as Commissioner Keon was so concerned by, and so correctly concerned by. I would like to thank Commissioner -- our City Attorney and his staff for doing an incredible job; our interim City Manager, who showed great leadership during these tough times; our Assistant City Manager, Cindy Birdsill, I appreciate your insight throughout the process. Leonard, you showed your true stripes; incredible, and you did a great job in regards to the financing. You're always on point. Leadership of Merritt Stierheim; you know, it's been a true pleasure to have this gentleman here over the past two months. I've learned a lot from you. I imagine the whole Commission has. And it was a great idea by Commissioner Keon to bring you forth. Glen (UNINTELLIGIBLE), Ramon Trias, Jane (UNINTELLIGIBLE), Bill Minor, our outside counsel, which are Steve Helfman here. You think -- you said you've been involved since "inception" was the word you issued. Three or four year is a long time. Javier Vazquez, who's new to this proceedings, but has done an incredible job also. I'd also like to thank Allen Diamond, Mario Garcia-Serra, who have been involved in this process for some time now, and finally, I'd like to thank the developer. And I thank the developer because, like I mentioned in the previous meeting, the developer did come to the City of Coral Gables and bring an idea in reference to purchasing our trolley station. The developer did everything as per the agreement with the City of Coral Gables. And I may be wrong -- I've been already wrong in this meeting one time, where I said that we were going to go to a Planning and Zoning review. But you know what? It is what it

is. But I'm pretty certain of this, that you were led astray in regards to this issue, in regards to this proceedings, and it's something that, like the Vice Mayor said, we must do everything in our power to ensure that the Coral Gables brand is never tarnished, and that is something that I think is a right -- is a wrong that we corrected today. So I appreciate not only your ability to negotiate, but your patience in this matter and not resorting to litigation, which, as we know, the only winners are the attorneys. And I'd also like to thank the Coconut Grove residents for being here today; your patience. As I told you, I will be more than willing to meet with County Commissioner Suarez to hopefully find an answer for this current problem. And in closing, our Commissioners and our Mayor, thank you for entrusting staff and myself to get this negotiation accomplished, and hopefully we came to an agreement that made everyone happy.

Vice Mayor Kerdyk: You know what -- and thank you again --

Commissioner Keon: Thank you.

Vice Mayor Kerdyk: -- for all you did. Thank you very much.

Commissioner Quesada: Thanks a lot.

Commissioner Keon: I hope also, for all of us going forward, as elected officials, that if we ever have a manager, anybody comes to us with a contract, that they tell us we have absolutely no risk, we question that, because you know what? We always have risks? Any time that you enter into a contract with anybody, there is risk. And when the contract doesn't work and falls apart, you know what? You need to figure out how to make it work. So I hope that we will never, ever, ever (UNINTELLIGIBLE) somebody say to us you have no risk. You always have risk.

Commissioner Lago: And that's something that -- you know, I wasn't going to bring it up, but now that Commissioner Keon brought it up, I -- this thing has taken three years, you know, and it's brutal. It's brutal that this took three years. And when I mentioned that the can was continuously kicked down the curb and kicked down the curb and kicked down the curb, and I'm happy that today we get to put this behind us and we get to put our resources, what the City has, to projects

which are so essentially important to the future of this community; streetscape, parking garages, public safety. I mean, there's a multitude of issues that we could -- we should be addressing. And we've been stuck three years and millions of dollars of litigation, which both parties have split, working on something that shouldn't be that difficult. Should never have gotten to where we are right now. And to a certain point, it's embarrassing, but to a certain point, I actually feel really, really good.

Mayor Cason: Merritt.

Mr. Stierheim: Just to -- Commissioner Lago was very gracious in thanking everyone, and that's much appreciated, but in my opinion, we wouldn't have this settlement if it hadn't been for his leadership. He really chaired the meeting. He hung in there. There were arm's length negotiations; got a little tough at times, but my compliments, sir.

Commissioner Lago: Thank you.

Mayor Cason: Thank you. Any other discussion items? If not, we'll adjourn the meeting.

Commissioner Keon: Can I --

Mayor Cason: Thank you very much.

Commissioner Keon: Can I ask one question? Do we ever as a Commission need to talk about, like our goals? Do we have a -- like an annual -- do --

Commissioner Lago: If you want -- you want --

Commissioner Keon: Has it been effective or is it worthwhile?

Mr. Leen: You know, it's not bad. I mean, we've actually hired people to come in here.

Mayor Cason: I'm in.

Commissioner Keon: All right, I'd like to suggest -- I would like for us maybe to consider it and maybe at the next meeting we can discuss it.

Meeting adjourned.