

Page 1 CITY OF CORAL GABLES LOCAL PLANNING AGENCY (LPA)/ PLANNING AND ZONING BOARD MEETING VERBATIM TRANSCRIPT VIA ZOOM TELECONFERENCE WEDNESDAY, OCTOBER 14, 2020, COMMENCING AT 6:06 P.M. Board Members Present: Eibi Aizenstat, Chairman Robert Behar Rhonda A. Anderson Venny Torre Wayne "Chip" Withers Rene Murai Maria Velez City Staff and Consultants: Ramon Trias, Planning Director Devin Cejas, Deputy Development Services Director/Zoning Official Jill Menendez, Administrative Assistant, Board Secretary Jennifer Garcia, City Planner Ana Restrepo, Principal Planner Arceli Redila, Principal Planner Craig Collier, Special Counsel Kara Kautz, Interim Preservation Officer Also Participating: Laura Russo, Esq., on behalf of Item E-1 Teofilo Victoria Carlos Silva Richard Tejera Bob Deresz Erik Fresen, Esq., on behalf of Item E-2	Page 2 1 THEREUPON: 2 (The following proceedings were held.) 3 CHAIRMAN AIZENSTAT: Good evening, 4 everybody. This Board is comprised of seven 5 members. Four Members of the Board shall 6 constitute a quorum and the affirmative vote of 7 four members shall be necessary for the 8 adoption of any motion. If only four Members 9 of the Board are present, an applicant may 10 request and be entitled to a continuance to the 11 next regularly scheduled meeting of the board. 12 If a matter is continued due to a lack of 13 quorum, the Chairperson or Secretary of the 14 Board may set a Special Meeting to consider 15 such matter. In the event that four votes are 16 not obtained, an applicant may request a 17 continuance or allow the application to proceed 18 to the City Commission without a 19 recommendation. 20 Just a brief explanation of tonight's 21 meeting. This meeting was originally scheduled 22 as using a hybrid format, where only Board 23 Members and City Staff were to be physically 24 present at the Commission Chambers at the City, 25 due to the expiration of an Emergency Order
Page 3 1 that was dated March 20th, which allowed local 2 government officials to meet and vote 3 virtually. The order was to set to expire 4 October 1st. This order has now been extended 5 until November 1st, and that's why we're doing 6 a virtual meeting. 7 Lobbyist Registration and Disclosure. Any 8 person who acts as lobbyist a pursuant to the 9 City of Coral Gables Ordinance Number 2006-11 10 must register with the City Clerk prior to 11 engaging in lobbying activities or 12 presentations before City Staff, Boards, 13 Committees and/or the City Commission. A copy 14 of the Ordinance is available in the Office of 15 the City Clerk. Failure to register and 16 provide proof of registration shall prohibit 17 your ability to present to the Board. 18 As Chair, I now officially call the City of 19 Coral Gables Planning and Zoning Board Virtual 20 Meeting of October 14, 2020 to order. Due to 21 COVID-19, Zoom platform is being used, along 22 with a dedicated phone line. The time is 6:06. 23 Jill, will you please call the roll? 24 THE SECRETARY: Rhonda Anderson? 25 MS. ANDERSON: Here.	Page 4 1 THE SECRETARY: Robert Behar? 2 CHAIRMAN AIZENSTAT: If everybody can 3 please unmute themselves. 4 THE SECRETARY: The Board Members. 5 MR. BEHAR: Here. 6 CHAIRMAN AIZENSTAT: Okay. 7 THE SECRETARY: Rene Murai? 8 Rene Murai? 9 CHAIRMAN AIZENSTAT: He's raised his thumbs 10 up. 11 THE SECRETARY: Venny Torre? 12 MR. TORRE: Here. 13 THE SECRETARY: Maria Velez? 14 MS. VELEZ: Here. 15 THE SECRETARY: Chip Withers? 16 MR. WITHERS: Here. 17 THE SECRETARY: Eibi Aizenstat? 18 CHAIRMAN AIZENSTAT: Present. 19 Notice Regarding Ex Parte Communications. 20 Please be advised that this Board is a 21 quasi-judicial board, which requires Board 22 Members to disclose all ex parte communications 23 and site visits. An ex parte communication is 24 defined as any contact, communication, 25 conversation, correspondence, memorandum or

Page 5 1 other written or verbal communication that 2 takes place outside of the public hearing 3 between a member of the public and a member of 4 the quasi-judicial board regarding matters to 5 be heard by the Board. 6 If anyone made any contact with a Board 7 Member regarding an issue before the Board, the 8 Board Member must state, on the record, the 9 existence of the ex parte communication and the 10 party who originated the communication. Also, 11 if a Board Member conducted a site visit 12 specifically related to the case before the 13 Board, the Board Member must also disclose such 14 visit. In either case, the Board Member must 15 state, on the record, whether the ex parte 16 communication and/or site visit will affect the 17 Board Member's ability to impartially consider 18 the evidence to be presented regarding the 19 matter. The Board Member should also state 20 that his or her decision will be based on 21 substantial competent evidence and testimony 22 presented on the record today. 23 Does any Board Member have such 24 communication and/or site visit that they wish 25 to disclose at this time?	Page 6 1 MS. VELEZ: I visited the site this 2 afternoon. It is down the street from my 3 office on Almeria. So I drove by and looked at 4 it. 5 CHAIRMAN AIZENSTAT: Okay. 6 MS. VELEZ: It will not impair my judgment 7 today. 8 CHAIRMAN AIZENSTAT: Thank you, Maria. 9 Next will be the swearing in. Now, because 10 we're doing it by Zoom, the swearing in process 11 will be different than normal today. With the 12 exception of attorneys, when we take up a 13 quasi-judicial item, each member of the public 14 will be sworn in before they speak. Also, I 15 ask that each speaker first state their full 16 name and address, for the record, prior to 17 speaking. 18 I will first ask Zoom platform participants 19 wishing to speak or testify on a specific 20 agenda item to please open your chat and send a 21 direct message to Jill Menendez, stating the 22 agenda item they would like to speak about and 23 include your full name. Jill will call you 24 when it's your turn. Depending on the number 25 of speakers, I ask that you limit your remarks
Page 7 1 to three minutes. 2 There is also phone platform participants. 3 After the Zoom participants are done, I will 4 ask phone participants to comment on the agenda 5 item. I'd ask you to limit your remarks to 6 three minutes. 7 Jill, is it correct that it's *9 for the 8 phone participants? You're muted, Jill. 9 THE SECRETARY: That's correct. 10 CHAIRMAN AIZENSTAT: Okay. Thank you. 11 I will also ask the Clerk for any 12 e-comments or e-mails received to please read 13 them for the record when the item is called 14 for. 15 The first thing I'd like to take up is the 16 approval of the minutes of the September 9th, 17 2020 meeting. Has everybody gotten a chance to 18 look at them? Is there a motion? 19 MS. ANDERSON: I have one -- a couple of 20 corrections. 21 CHAIRMAN AIZENSTAT: Yes, please. 22 MS. ANDERSON: On Page 19, Line 1, change 23 the phrase, "In that issue," to "On that 24 issue." And on Page 19, Line 6, change "some 25 much" to "usable."	Page 8 1 I have no other changes. 2 CHAIRMAN AIZENSTAT: Okay. Any other 3 comments? No? 4 MR. BEHAR: Motion to approve. 5 CHAIRMAN AIZENSTAT: Rhonda, would you make 6 -- I'm sorry, Robert? 7 MR. BEHAR: Motion to approve. 8 CHAIRMAN AIZENSTAT: Robert made a motion. 9 MS. ANDERSON: Second. 10 CHAIRMAN AIZENSTAT: We have Rhonda second. 11 Any other comments? Having heard none, Jill, 12 please call the roll. 13 THE SECRETARY: Robert Behar? 14 MR. BEHAR: Yes. 15 THE SECRETARY: Rene Murai? 16 CHAIRMAN AIZENSTAT: He's still muted. 17 MR. MURAI: Yes. 18 THE SECRETARY: Thank you. 19 Venny Torre? 20 MR. TORRE: Yes. 21 THE SECRETARY: Maria Velez? 22 MS. VELEZ: Yes. 23 THE SECRETARY: Chip Withers? 24 MR. WITHERS: Yes. 25 THE SECRETARY: Rhonda Anderson?

Page 9 1 MS. ANDERSON: Yes. 2 THE SECRETARY: Eibi Aizenstat? 3 CHAIRMAN AIZENSTAT: Yes. Thank you. 4 Let me go over a little bit about the 5 procedure that we're going to use tonight. 6 First, we'll go ahead and have the 7 identification of the item by Mr. Coller, next 8 will be the presentation by Staff, followed by 9 the presentation by the Applicant. 10 Afterwards, I will go ahead and open it to 11 public comment, first Zoom participants, then 12 the phone line platform, and the e-comment or 13 e-mail will be read into the record. 14 Afterwards, the public comment will be closed 15 and we'll have discussion by the Board. Then 16 there will be a motion, discussion, or a second 17 motion, in a vote event. 18 Craig, would you please read the first item 19 into the record? 20 MR. COLLER: Yes. Item E-1, an Ordinance 21 of the City Commission of Coral Gables 22 approving the vacation of a public alleyway 23 pursuant to Zoning Code Article 3, Division 12, 24 Abandonment and Vacations" and City Code 25 Chapter 62, Article 8, "Vacation, Abandonment	Page 10 1 and Closure of Streets, Easements and Alleys by 2 Private Owners and the City; Application 3 Process," providing for the vacation of that 4 portion of the east-west alley twenty feet in 5 width lying west of the northerly extension of 6 the west line of the eastern ten feet of Lot 7 36, Block 10, Coral Gables Crafts Section, 8 according to the plat thereof recorded in Plat 9 Book 10, Page 40 of the Public Records of 10 Miami-Dade County, Florida; providing for 11 substitute perpetual access easement, setting 12 forth terms and conditions; providing for an 13 effective date. 14 Item E-1, public hearing. 15 CHAIRMAN AIZENSTAT: Thank you. 16 Mr. Trias. 17 MR. TRIAS: Thank you, Mr. Chairman. 18 If I could have the PowerPoint. Thank you 19 very much. 20 The request is fairly straight forward. 21 It's the vacation of a portion of an alley. 22 Next. 23 Vacation of a portion of an alley, and the 24 alley is a standard alley within the standard 25 plat of the Crafts Section. Next.
Page 11 1 The vacation is highlighted in blue in this 2 area. As you can see, it's a portion of the 3 block, and then there's also a highlight in 4 yellow, which is the alternative easement for 5 travel, but also for utilities, that the 6 Applicant is proposing. Next. 7 The existing Land Use and Zoning, of 8 course, is not affected, but this gives you a 9 sense of the grid of the City and where the 10 subject property is located. Next. 11 These are the existing conditions. As was 12 before, it's a parking lot used by Mercedes 13 Benz and it is anticipated that in the future a 14 project for a multi-story building will be 15 proposed at the site; however, that has not 16 been proposed yet. That's something that is 17 expected in the future, and the Applicant may 18 want to explain that further. Next. 19 The time line of review, the DRC, the 20 Development Review Committee, looked at this in 21 August. This was not applicable for the Board 22 of Architects. There was a neighborhood 23 meeting in September. And today we're having 24 the Planning & Zoning Board Meeting. Next. 25 Letters to property owners were sent within	Page 12 1 a thousand feet radius, as shown in this 2 diagram. Next. 3 And the public notification included two 4 times letters to the property owners, two times 5 the posting of the property, two times the 6 website posting, and one newspaper 7 advertisement for this meeting tonight. Next. 8 The request is a vacation of the alley, and 9 Staff is recommending approval with conditions, 10 and the conditions are listed in the Staff 11 report and we can discuss them after the 12 Applicant makes a presentation. 13 Thank you very much. That's the end of my 14 presentation. 15 CHAIRMAN AIZENSTAT: Thank you very much. 16 At this time, we'll go ahead and have the 17 Applicant make its presentation, please. 18 Laura, are you muted? 19 MS. RUSSO: There we go. I just got -- 20 thank you. 21 Good evening, Mr. Chair, Members of the 22 Planning & Zoning Board. For the record, Lara 23 Russo, with offices at 2334 Ponce de Leon 24 Boulevard. I am here this evening representing 25 the owners of the property on both, the north

Page 13 1 and south side of the alley, Brockway Limited 2 and Brockway Valencia Limited, who are also the 3 owners of Mercedes. 4 We are here this evening requesting 5 vacation of a portion of the alley, the western 6 portion, from Salzedo on the west, 265 feet 7 eastward -- just, for those of you that can 8 place it, the property on the north is bounded 9 by Valencia, on the south by Almeria. This 10 block also has a north-south alley that runs 11 way east of this, approximately -- immediately 12 behind the lots that face Ponce. 13 This alley vacation will have no impact on 14 that at all. We have been working with the 15 Public Works staff, with the substitute access 16 easement and utility easement. There are 17 currently utility easements in the alley. We 18 have contacted all of the relevant utilities, 19 Florida Power & Light, Verizon, Water & Sewer. 20 The City has a sewer system. So we've 21 contacted all of the utilities, we submitted 22 letters, and all of them are fine. 23 Development, at the time that the alley is 24 vacated and a development ensues, will require 25 relocation of the alley, coordination with all	Page 14 1 of the utility companies and upgrading of 2 utilities in the area. 3 This property is currently under contract 4 with a Codina group. This is part of an 5 exchange. The City is in a contract with 6 Codina for the Fire Station, and for the 7 current Fire Station Municipal Building that is 8 being built. We are now a third party to that 9 contract. So either the City will deed the 10 property to us in exchange for us deeding this 11 property to Codina. 12 It is anticipated that the Codina group 13 that will be developing this property will do 14 so and will present plans to the City, which 15 will be subject to Site Plan review within a 16 year of the approval of the alley vacation. 17 I have only to say that we listened to 18 Public Works when they wanted additional width. 19 Normally alley vacations and substitution 20 access easements are the same width. Public 21 Works asked us to give them additional width, 22 so that they would have no issue with trucks 23 going in and out of the substitute access 24 easement, and as you can see, we complied. 25 We have seen the conditions that have been
Page 15 1 imposed by Staff and we are in agreement with 2 the conditions. 3 And at this time, I respectfully request 4 your approval, and I am happy to answer any 5 questions you may have that I can. 6 Thank you. 7 CHAIRMAN AIZENSTAT: Thank you, Laura. 8 Jill, do we have any individuals for public 9 comment? 10 THE SECRETARY: No. 11 CHAIRMAN AIZENSTAT: None at all? 12 THE SECRETARY: No. 13 MS. RUSSO: If I may, just to let you 14 know -- 15 CHAIRMAN AIZENSTAT: Go ahead. 16 MS. RUSSO: Yes. I just wanted to let you 17 know that I've spoken to numerous neighbors 18 since the time that the property was posted, 19 and neighborhood letters went out, and the 20 neighborhood meeting was held. So I've spoken 21 to property owners that actually live in 22 Naples. I've spoken to property owners who 23 actually have offices that abut the alley. And 24 I have spoken to other people within the 25 thousand linear feet that have contacted my	Page 16 1 office in respect, and explained the situation 2 to them and the reason for the request. 3 CHAIRMAN AIZENSTAT: Okay. Thank you. 4 Jill, do we have any e-mails or e-comments 5 that were received? 6 THE SECRETARY: None were received. 7 CHAIRMAN AIZENSTAT: None were received. 8 Okay. At this time, I'm going to go ahead 9 and close for public comment. 10 I'd like to open it up for Board 11 discussion. Rene, would you like to go first? 12 You're muted, Rene. 13 MR. MURAI: Laura, hi. 14 MS. RUSSO: Yes. 15 MR. MURAI: How are you? 16 MS. RUSSO: Fine, thank you. 17 MR. MURAI: Nice article in Gables Living 18 about your family. 19 MS. RUSSO: Thank you. Thank you. 20 MR. MURAI: Who owns the property to the 21 east? 22 MS. RUSSO: To the east, there are several 23 owners, to the east, both on Valencia and on 24 Almeria. 25 As you know, the alley, it bisects the

Page 17 1 block, so there are property owners on the 2 north side and there are property owners on the 3 south side. 4 MR. MURAI: Yeah. I lost -- just give me a 5 second, because I lost where I was. Sorry. 6 Go ahead and have -- Eibi, have somebody 7 else, so I can get back to where I was before, 8 and I'd like to come back. 9 CHAIRMAN AIZENSTAT: Okay. I'll come back 10 to you. 11 Rhonda, would you go ahead next, please? 12 MS. ANDERSON: Am I? Yes. Yes. 13 Okay. I'm getting up to speed with this 14 particular venue still. 15 Laura, I had a couple of questions for you. 16 Who's responsible for doing the improvements 17 for the alley, your client, or which one -- are 18 your clients supposed to do it? 19 MS. RUSSO: Well, I'm only representing the 20 current property owners. The contract 21 purchaser has in-house counsel, and I'm sure 22 they will be -- they will be handling it at the 23 time of submitting their plans for Site Plan 24 review, that is when the improvements to the 25 alley will be all done as part of an overall	Page 18 1 project. 2 MS. ANDERSON: Including the utilities? Or 3 are those going to be -- 4 MS. RUSSO: Including the utilities. 5 MS. ANDERSON: Okay. All right. 6 And, curiosity, it said that there has to 7 be a payment for the loss of parking on Almeria 8 Avenue. How much does that amount to? 9 MS. RUSSO: That is a very good question, 10 and I think maybe only Kevin Kinney can tell us 11 what that is. I'm imagining, in 35 feet, 12 that's probably two parking spaces, maximum, 13 depending on where that 35 feet lands on the 14 metered parking that exists on Almeria. 15 MS. ANDERSON: Okay. And in the past, the 16 changes to this particular lot or the alley 17 vacation is conditioned upon Site Plans being 18 approved. I'm just a little concerned that if 19 just Site Plans are approved and we don't 20 actually have a permit issued and construction 21 began, that there should be a Condition of 22 Approval in there for that, as well. 23 MS. RUSSO: I believe the proposed 24 Ordinance, and working with the City Attorney's 25 Office, there is a time frame within which the
Page 19 1 contract purchaser has to submit the proposed 2 plan and a time frame within which it has to be 3 approved. If not, the alley vacation is 4 undone. 5 CHAIRMAN AIZENSTAT: It's reverted back. 6 MS. RUSSO: It's reverted, correct. 7 MR. TRIAS: And that is one year. That's 8 what the condition says right now. 9 MS. ANDERSON: So, Ramon, can you clarify 10 what would happen if a permit is not actually 11 pulled on the property? 12 MR. TRIAS: Well, we could make it more 13 clear, if you would like. I mean, right now, 14 you're right, it says that you have to get the 15 Site Plan approved within a year or the 16 Ordinance is null and void. 17 MS. RUSSO: Ramon, I believe it says there 18 has to be approval, and if I'm not mistaken, 19 the condition says, you have to submit within a 20 year and get approval. 21 MR. TRIAS: Yeah, that's what it says. 22 MS. RUSSO: Okay. 23 MR. TRIAS: And beyond that, I mean, 24 certainly we could include, and get a building 25 permit and get inspections and so on, but I	Page 20 1 think it's sufficient for the purposes of the 2 abandonment, given the fact that there's 3 multiple other steps that need to take place. 4 MS. ANDERSON: Yeah. Well, we've seen 5 properties before, where, you know, Site Plans 6 were submitted and permits eventually weren't 7 pulled and the construction didn't happen. So 8 that's my concern, you know, especially with 9 the changing times right now. We're not sure 10 if, you know, plans will actually be built. 11 MR. TRIAS: We could research that a little 12 bit more carefully as it goes through the 13 process, but I think the intent is to say, 14 within a year, you need to have a project. 15 That project includes the plan and the permits, 16 and multiple other things that would allow for 17 the enforcement of the Ordinance. 18 MS. ANDERSON: Okay. If we could clarify 19 that, just to add the permitting language, I 20 have no other questions. 21 MR. TRIAS: Sure. 22 CHAIRMAN AIZENSTAT: Thank you. 23 Rene, coming back to you, are you all set? 24 MR. MURAI: Yeah. 25 Laura, to the east of the east boundary of

Page 21 1 the alley, the portion of the alley being 2 vacated, there's other property owners. 3 MS. RUSSO: Yes. 4 MR. MURAI: And they, I guess, because they 5 haven't spoken, they don't really mind having 6 this alley, which provides access to their 7 property from Salzedo, I guess -- they don't 8 mind having this whole thing vacated? 9 MS. RUSSO: I've spoken to a couple of 10 them, and they actually have an issue with the 11 use of the alley now by the current owner. So 12 some of them would -- expressed that they might 13 be happier with a project that would not have 14 as much, let's call it, vehicular traffic going 15 in and out of the alley, since it's used as 16 a -- as where inventory is held and cars are 17 delivered and moved and what have you. 18 So having spoken to them, I let them know 19 that there would be a Site Plan. They would 20 have an opportunity to see what the Site Plan 21 is. Their property, for those that are east, 22 there still is access from the alley, both from 23 the north and the south, that would allow them 24 to come into the alley and head west and then 25 exit the alley on Almeria.	Page 22 1 If you see where the substitute easement 2 is, the property immediately north of the 3 substitute easement is actually owned by my 4 client, Brockway, and so it is east of that, 5 that it begins to be owned by someone else. 6 MR. MURAI: But is the property 7 (unintelligible). 8 Hello? Hello? 9 CHAIRMAN AIZENSTAT: Yes. 10 MR. MURAI: I just lost the image, but it's 11 okay. 12 So, Laura, I can't see you, but -- okay, 13 now I can see you. 14 To the north of the alley and to the south, 15 is that the parking lot today for the Mercedes 16 cars? 17 MS. RUSSO: From Lots 1 through 12 on the 18 north, and Lots 35, which is now going to be 19 part of the substitute easement, from 35 west 20 to Lot 46, is currently where the Mercedes 21 parking lot and inventory -- and vehicles are 22 kept right now. 23 MR. MURAI: But both sides of the alley? 24 MS. RUSSO: That is correct, on both sides 25 of the alley.
Page 23 1 MR. MURAI: And is the alley in use today? 2 MS. RUSSO: The alley is in use by -- yes. 3 I mean, it is in use. Mercedes uses it for 4 delivery of cars, for moving cars around. 5 Waste Management accesses the property. And 6 there's currently a sewer line in the alley. 7 AT&T has lines, FPL. 8 MR. MURAI: Yeah, I heard that part. 9 MS. RUSSO: Yeah. 10 MR. MURAI: There's a curb cut on Salzedo 11 leading into the alley today? 12 MS. RUSSO: Yes, there is. That is correct. 13 MR. MURAI: I mean, I've seen this property 14 three thousand times and I don't remember, 15 frankly, the alley. I do remember the Mercedes 16 cars, because I've gone to look at them. Not 17 to buy them, by the way, just to look. 18 So, if the owners to the east don't have an 19 interest in the alley, and the City is okay 20 with vacating it, and the utilities are not 21 objecting, I don't see any reason not to grant 22 their vacation. 23 Ramon, is there any reason not to? 24 MR. TRIAS: No. Staff is recommending 25 approval and the geometry of the easement works	Page 24 1 pretty well with the alley. 2 MR. MURAI: The geometry? 3 MR. TRIAS: The proposed easement at 90 4 degrees there. 5 MR. MURAI: The geometry works well? 6 MR. TRIAS: Yes. And I mean it, 7 specifically, because it's 35 feet wide. It's 8 wider than the 20 feet typical alley. 9 MR. MURAI: Okay. Well, I'm glad you 10 clarified what geometry means within this 11 context. Thank you. 12 CHAIRMAN AIZENSTAT: Thank you, Rene. 13 Venny. 14 MR. TORRE: I have a couple of questions. 15 The Staff report -- let me back up a second. 16 The removal of the parking spaces, I suspect 17 there are only two, maybe three, that are 18 related to the new alley? Is that what's 19 referred to as removal? 20 MR. TRIAS: Yes. 21 MR. TORRE: Okay. And I was going to look 22 at my Google Maps. When you do this new alley, 23 I think it's adjacent to this smaller building, 24 are you proposing that that little building 25 will be gone or is this new alley going to run

Page 25 1 right by this? 2 MS. RUSSO: I'm not quite sure, when you 3 say, "The little building," which little 4 building are you referring to? 5 MR. TORRE: I believe, when I look at the 6 lot -- the smaller building that runs north and 7 south, I think, the little building, and I 8 think that the new alley runs right next to it. 9 I believe it's -- 10 MS. RUSSO: To the west of it? To the west 11 of it? 12 MR. TORRE: Yeah. Yeah. 13 MS. RUSSO: Okay. So that building does 14 not belong to us. It has another owner. And 15 that building, as far as I know, since we have 16 no control of it, will remain, and one of the 17 reasons for the extra width of the substitute 18 access easement and utility was so that you 19 could go around that building, if you had to go 20 in with one of the fire trucks that -- Public 21 Works asked for several turning radii to be 22 submitted to them. That truck, if we did only 23 twenty coming off, you wouldn't be able to make 24 the turn. 25 So the additional fifteen feet was granted,	Page 26 1 so that that turn could be made, of a vehicle 2 running westbound and then southbound without 3 having any impact on the existing building just 4 to the east of the proposed access easement. 5 MR. TORRE: And does the creation of that 6 new easement cause any hindrance or problems to 7 that building in its development, future 8 development, or current state? 9 MS. RUSSO: I don't know what you mean by 10 hindrance. It's currently built on the setback 11 line. If you read the Conditions of Approval, 12 the substitute access easement has to remain 13 clear. So, other than cars driving by it, you 14 know, it shouldn't in any way hinder its 15 development, if the building wanted to be torn 16 down and rebuilt. I believe it's currently in 17 use right now. 18 MR. TORRE: So the only real -- I mean, I 19 have no concerns with the vacation. I don't 20 think it's controversial. I think it's fine. 21 So the only thing I just wanted to know 22 more about, is it normal to do these vacations 23 ahead of a project? Has this been done 24 normally? Is there a condition to the sale or 25 transfer to Codina with Mercedes that this be
Page 27 1 done ahead of it? That's one question. 2 And the reason I ask is because, in the 3 conditions, it states that there's an Exhibit 4 B, which is general Site Plan attached hereto 5 as Exhibit B, which does not exist yet. So how 6 do you -- 7 MS. RUSSO: Venny, there was an Exhibit B, 8 which was just a volumetric, but it was nothing 9 that showed anything except basically a box on 10 the property in question that was submitted. 11 So, you know, as far as the time tables, I 12 think that's why the Ordinance has time tables, 13 in order to allow the contract purchaser to 14 start working on proposed plans. 15 And, again, if for whatever reason the 16 plans are not done or do not get approved, then 17 this alley vacation would revert. 18 MR. TORRE: And, again, it's not an issue, 19 it's just a matter of understanding, is it 20 normal to just go about getting these ahead of 21 the project being completely planned and 22 proposed, that we do try to do these? 23 MR. TRIAS: It's not typical, but I 24 wouldn't describe it as something that is not 25 reasonable.	Page 28 1 MR. TORRE: Okay. I have no further 2 questions. I have no problems with it. 3 CHAIRMAN AIZENSTAT: Okay. Before I go 4 ahead and call Robert next, there are some 5 people -- my understanding is, there are some 6 people that did not understand how to go ahead 7 and be recognized to speak. So when the Board 8 is done with their questions and answers, I'm 9 going to open it up again, but you must send a 10 chat to Jill Menendez, telling her that you 11 want to speak, with your name, and she will 12 call your name. If you don't do that, there's 13 no way that we know that you want to speak. 14 So please do that. By phone, it's *9, and 15 by Zoom, you go to the very bottom, there's a 16 place where it says, "Chat," and you look at 17 where it says, "Privately," and look for Jill's 18 name and send it to her, okay? Thank you. 19 Robert, you're up. 20 MR. BEHAR: Thank you, Eibi. 21 In principle, I don't have an issue with 22 this. I just have two questions. The 23 perpetual easement, access easement, that you 24 are giving the City, Laura, will stay, and the 25 future project has the right -- or Ramon -- to

Page 29 1 build over that area, correct? 2 MS. RUSSO: I believe, if you read the 3 Ordinance, it says that a vertical clearance 4 extending the full length and width of the 5 easement shall be provided above the easement. 6 MR. BEHAR: But it doesn't say how high, 7 which I think we need to -- you know, I would 8 recommend that we put -- and I believe that 9 that vertical height has to be seventeen feet 10 to meet the Fire Department and all. 11 MS. RUSSO: That's a minimum. 12 MR. BEHAR: Yeah, at a minimum. So I think 13 it would be prudent to have that number there, 14 okay, because I think it's -- in the past, 15 we've seen that. 16 The next question that I have is, we're 17 vacating 5,300 square feet, and then we give 18 the FAR that goes with that, 3.5, there's a 19 gain of an additional 18,550 square feet that 20 the future development will benefit from. Is 21 the City getting compensated anything for that 22 square footage? 23 MS. RUSSO: I think I'll allow Craig Collier 24 to answer that, but Florida Law does not allow 25 compensation for alley vacations or	Page 30 1 right-of-way vacations. And I'm not the 2 developer who is going to be developing, but I 3 suspect that when the Site Plan comes in, there 4 will be opportunities to see how the City is 5 benefited by the particular Site Plan and what 6 has been done to internalize -- as you know, 7 most high rise projects will internalize the 8 alley uses within the project. 9 MR. BEHAR: Craig, you may want to answer 10 that first, before I go again. 11 MR. COLLIER: Right. I think there's some 12 generalized benefit from the City that this was 13 part of a three-part land swap, but I don't 14 believe that you can directly compensate the 15 City for the vacation of the easement. I think 16 that's correct. 17 Of course, there's got to be a public 18 purpose to this, which they're doing, but a 19 direct compensation, not necessarily. 20 MR. BEHAR: But I thought -- 21 MR. COLLIER: I do think, your point, 22 though, on the vertical clearance, I just 23 wanted to get an understanding of that. So, in 24 condition small (e), the vertical clearance 25 extending the full length and width of the
Page 31 1 easement shall be provided above the easement, 2 so it's your suggestion that it should be at a 3 minimum of seventeen feet in height? Is that 4 what you're suggesting? 5 MR. BEHAR: That is, I think, what is going 6 to be required to meet the fire trucks, because 7 if the Fire Department does come through the 8 alley, they have to find a way to get out, and 9 I think seventeen feet is what I experienced in 10 the project on Columbus Center. 11 MR. COLLIER: Do you think it would be 12 better maybe to say vertical clearance as 13 required by the Fire Department, so we don't -- 14 MS. RUSSO: And Public Works. Maybe by 15 Public Works and the Fire Department. 16 MR. COLLIER: I think that will be better, 17 maybe, than seventeen feet, because we don't 18 know -- that's what you encountered, maybe -- 19 it might be different here. 20 MR. BEHAR: Okay. But this is something 21 that is -- you know, that has to comply to the 22 Fire Department's, you know, requirement. 23 MR. COLLIER: Sure. 24 MR. TRIAS: We can come up with appropriate 25 language. Seventeen feet has been in the past.	Page 32 1 Either that or some other language. Certainly, 2 I can do that. 3 MR. BEHAR: Yeah. I'm okay with something 4 like that. 5 MR. COLLIER: Okay. 6 MR. BEHAR: By the way, there have been 7 cases where, when the vacation of the alley has 8 occurred, the City has had some financial 9 benefit for that vacation. I don't have a 10 problem vacating. You know, 18,550 square feet 11 is a lot of square footage. I just think that 12 something, you know, will be appropriate for 13 that. 14 CHAIRMAN AIZENSTAT: Robert, I recall, in 15 the past, when we've had alley vacations, 16 there's been something that has been proffered 17 or given to the City; is that correct? Do you 18 recall that? 19 MR. BEHAR: That's exactly what I'm 20 referring to. 21 CHAIRMAN AIZENSTAT: Okay. I do recall 22 that. 23 MR. COLLIER: There may have been a 24 voluntary proffer from the applicant. 25 CHAIRMAN AIZENSTAT: But, also, I think

Page 33 1 that, Robert, what we have always seen is, we 2 have always seen that in conjunction with a 3 Site Plan. 4 MR. BEHAR: Correct, which we're not seeing 5 today. 6 CHAIRMAN AIZENSTAT: This is the first time 7 I'm seeing something like this, without a Site 8 Plan. 9 MR. BEHAR: You know, and I know -- and it 10 goes back to the original Collection 11 Residences, that they -- there was a payment in 12 in exchange for the vacation of the alley that 13 had to be made. 14 MR. COLLER: But just a point about this, 15 if a Site Plan is not approved, then the 16 vacation goes away. So the control of what's 17 going to be there is still in the hands of 18 City, because there cannot -- if they don't get 19 a Site Plan that's approved, then the vacation 20 goes away, so -- 21 MR. BEHAR: But, Craig, at that point, it's 22 too late for us, because at that point is just 23 the approval of the Site Plan. At that point, 24 you know, this Board cannot -- look, I'm in 25 favor -- you know, like I say, I'm in favor of	Page 34 1 vacation, but I think that something needs to 2 be done, because it has been done in the past. 3 MR. COLLER: But does the Site Plan, Ramon, 4 go back before the Planning & Zoning Board or 5 how is that -- 6 MR. TRIAS: Yes. Yes. And I think that 7 what Craig was saying is that if you don't 8 think the project is good enough, you could not 9 recommend approval of the Site Plan, and if 10 that Site Plan is not approved, then simply the 11 vacation is null. So, I think, yes, this is 12 not typical. This is not the typical process. 13 Usually you get a chance to work in the project 14 at the same time; however, the preference by 15 the Applicant has been to go forward and the 16 City is supporting that request, with the 17 understanding that you will get a chance, in 18 the future, in the near future, within a year, 19 to review the plan and to design it 20 accordingly. So I think that's the request. 21 MR. BEHAR: But, Ramon, I am confident that 22 at the time that a Site Plan will come, the 23 developer will submit a plan that is acceptable 24 and a great plan, I'm sure, and I -- you know, 25 probably, most likely, will be approved.
Page 35 1 The point I'm making is that, we're giving 2 that site an additional 18,550 square feet and 3 the City is not getting anything in return, and 4 in the past, we have had that condition 5 imposed. You know, in the Collection 6 Residences, I'm sure you remember, the original 7 plan did impose that -- you know, required that 8 the developer contribute, I don't remember how 9 much that was, but it was -- 10 MR. TRIAS: There was also a requirement 11 for a paseo, a requirement for a lot of public 12 benefits that were related to that project, and 13 that later on, other projects had to follow. 14 So I think that's likely to happen when the 15 Site Plan comes to you. Unfortunately, we 16 don't have it yet. 17 CHAIRMAN AIZENSTAT: But, Craig, let me ask 18 you a question, piggybacking off of what Robert 19 was saying. I think what Robert is getting to 20 is, once this is approved, because we can't get 21 any money for the City or ask for any money for 22 the City, in a Site Plan, at that point, 23 they're going to get 18,500 square feet, 24 roughly, of more building. At that point, we 25 can't say, well, you've got to give the City	Page 36 1 something for the 18,500 square feet, because 2 that was already approved -- 3 MR. COLLER: Maybe you can't do it that 4 way, but when somebody proposed a Site Plan, 5 there may be public realm proposals as part of 6 that Site Plan, just like there's public realm 7 improvements for Paseo and other projects. So 8 I think part of the problem here is, actually, 9 the person that currently owns the property, is 10 not the person that's going to be developing 11 the property. There's an envision of the sale 12 of the property and another developer is going 13 to develop the property, but that developer, to 14 get a Site Plan approved, it may be that he may 15 be providing public realm improvements, just 16 like we had with every other Site Plan that 17 this Board -- has been brought to you. 18 MR. TRIAS: Mr. Chairman, you can be 19 assured that that's the first thing that Staff 20 is going to tell the applicant, that they have 21 to provide the public benefit that is 22 appropriate, given the decisions that the City 23 is making. That happens all of the time. And 24 by the time it gets to you, as the Planning & 25 Zoning Board, hopefully it's already

Page 37 1 incorporated into the project and then your job 2 is a little bit simpler. 3 If it were not to happen, you can still do 4 it at the Planning & Zoning Board level, and 5 you could even recommend denial, if you believe 6 that it's an inappropriate Site Plan. 7 MR. BEHAR: I think, unfortunately, I don't 8 think I'm conveying mine or Eibi's point across 9 correctly. I respectfully disagree. In the 10 past, we have done it at this point, when 11 you're vacating an alley. Yes, there has been 12 a Site Plan attached to the application, which 13 we don't have today, but what you're referring 14 to, Ramon, is going to happen, no matter what, 15 when they come with a project. You know, the 16 public improvement will happen no matter what. 17 It will take place. 18 My point is, you know, this site is going 19 to benefit from an additional 18,550 square 20 feet, that the City, in the past, has required 21 certain projects to pay something or do 22 something, that we're not doing it, and what 23 Eibi said is a hundred percent correct, at the 24 time of the Site Plan, we cannot go back and 25 say, "Oh, by the way, you got an 18,550 square	Page 38 1 feet increase of FAR, now you've got to give me 2 something, you know, for that." It will be too 3 late. 4 MR. TRIAS: Why do you say that? It's not 5 too late. It's the right time, given the 6 request. 7 MR. BEHAR: Okay. We'll see when that 8 happens, you know. Again, I don't have a 9 problem with the alley vacation. I think 10 that -- what I do have a problem is that, in 11 the past, we have imposed on projects, you 12 know, to give something in return that we're 13 not doing on this project. We don't even have 14 a Site Plan or anything. 15 MR. TRIAS: Well, we could have a condition 16 that requests that any future project will have 17 to show a significant public benefit or 18 something like that. I mean, what do you 19 think, Craig? 20 MR. COLLIER: Well, you know, it's a bit 21 vague of a condition and it's really of a 22 future one. I think that the Board has control 23 of this project. You're going to be looking at 24 a Site Plan, and if you're not happy with the 25 Site Plan, you're going to be able to turn it
Page 39 1 down. I don't see where you are losing control 2 over the project. I recognize the timing. You 3 might have expected a Site Plan at this stage, 4 but this is envisioning a land swap between two 5 different developers. 6 So the developer that's coming in, I think, 7 is Codina, and he's the one that's expected to 8 purchase it, and if he doesn't come to this 9 Board with an appropriate Site Plan, that has 10 all of the things that this Board wants, you 11 can recommend denial, and a denial of the Site 12 Plan means the vacation goes away. 13 Now, there is a substitute alley proposed 14 here and I don't know what the square footage 15 of that alley is and how that enters into the 16 net FAR when you look at it, but in any event, 17 I think the Board does have control of this. 18 MR. WITHERS: Eibi, can I -- 19 CHAIRMAN AIZENSTAT: Yeah. I was going to 20 call you next. 21 MR. WITHERS: Okay. 22 CHAIRMAN AIZENSTAT: Hold on. One second, 23 Chip. 24 Robert, are you done? 25 MR. BEHAR: Yeah, I'm done. Yes.	Page 40 1 CHAIRMAN AIZENSTAT: Okay. Thank you. 2 Chip, go ahead please. 3 MR. WITHERS: Before I go down memory lane 4 on a mistake that was made by a developer and 5 the City was the beneficiary of it, I wanted to 6 just kind of understand this swap that Laura 7 was talking about. So Codina, I know, owns the 8 Fire Station or the old Fire Station, and -- 9 MS. RUSSO: Well, they gave up their 10 property where the new Fire Station is being 11 built. 12 MR. WITHERS: Right. 13 MS. RUSSO: And at the time the City is 14 ready to vacate, the City would deed them the 15 old Fire Station. 16 MR. WITHERS: Right. Correct. 17 MS. RUSSO: But, then, somehow, in 18 conversation, it was decided that it would be a 19 better site for Codina to have this site, which 20 would take basically a parking lot out of the 21 Central CBD and allow for a much nicer project, 22 and then the owners of this project would be 23 deeded the old Fire Station. 24 MR. WITHERS: Okay. I understand. That's 25 what I thought.

Page 41 1 MS. RUSSO: Yes. 2 MR. WITHERS: And so I guess my question to 3 the Planning & Zoning Department is, once we 4 vacate this alley, I'm assuming that a 5 different style and height and FAR building can 6 be built, when the two sides of the alley are 7 adjoined together in one building site, as 8 opposed to two separate building sites, and I'm 9 curious to know how much more of an advantage 10 the developer has, now having one big site, as 11 opposed to two separate sites with an alley 12 splitting it? 13 MR. TRIAS: The advantage is very 14 significant. 15 MR. WITHERS: Okay. You answered my 16 question. Okay. You answered my question. 17 So I agree with my fellow Board Members 18 that have mentioned that this is a huge 19 windfall for the developer, and I don't know 20 how many of you remember the Publix lot on 21 Monza. I was on the Commission at the time, 22 and Publix, without knowing that they could 23 come in, in advance, and request an alley 24 vacation, was naive enough to submit their Site 25 Plan of what they were going to do once that	Page 42 1 alley, that was between the parking lot on the 2 west and their store, was removed and they were 3 now allowed one tremendous building site. 4 As soon as that -- it changed the whole 5 complexion of what they could do with that 6 site, hence the neighbors, you know, started 7 burning down the City's gates, and it did not 8 pass. The alley vacation was not granted to 9 Publix. 10 The City put a stopgap measure into play at 11 that time, and that play was, before any alley 12 vacation is done, that the City request a Site 13 Plan to be presented as to what is the 14 intention with that new building site. It's 15 for the protection of not -- you know, I 16 understand what you're saying, the half a 17 million dollars in increased property value 18 that Codina is going to enjoy. It has to do 19 with what can be done with the new site. 20 Because once we vacate that alley and once we 21 give that alley to that new owner, we have no 22 control over what they're allowed to build by 23 right. 24 So I'm not talking about whether they like 25 a site or not like a site and what variances we
Page 43 1 want to give, whether we want to go with 2 Mediterranean or whatever, it has to do with 3 now the developer can build by right. So I 4 cannot support this, without a building Site 5 Plan. Maybe we make it contingent, you know, 6 that once we have the Site Plan, we can approve 7 it, but once the Site Plan is approved, once we 8 look at the Site Plan and see what is being 9 done with this site, I just don't -- I don't 10 see it's the right thing to do, until we know 11 exactly what's being done with it. 12 MS. RUSSO: Commissioner Withers, just so 13 you know, that Condition M of the Ordinance 14 says, "The alley vacation shall become 15 effective as of the date that necessary Site 16 Plan approval is obtained for a new development 17 project which incorporates construction or use 18 of the land vacated by this Ordinance." 19 So, at that time -- so you have plenty of 20 time. You will be seeing that project. 21 MR. WITHERS: Then why vacate it now? 22 MS. RUSSO: It was a condition in the 23 contract between the Codina Group and 24 Mercedes -- or Brockway -- the -- 25 MR. WITHERS: And what about -- I know,	Page 44 1 it's a condition between those two third 2 parties, but what about the City? 3 MS. RUSSO: Well, it's an amendment to the 4 contract, to the original contract. 5 MR. WITHERS: So what happens if we don't 6 approve it, the contract is void? 7 MS. RUSSO: Well, no. Then what will 8 happen is, Codina will get the old Fire Station 9 and the parking lot will remain there until the 10 Brockway family decides to do something with 11 it. So, I mean, this was meant as a way that 12 was going to be a win for the Downtown area, to 13 not have a parking lot, and move the parking 14 lot into the old police station, that has 15 incorporated into it an existing parking 16 garage, where all of these cars can be taken 17 off the street, and allow Codina to develop in 18 the Central Business District. 19 MR. WITHERS: Listen, Armando, to me, is 20 one of the top developers we've had in Coral 21 Gables, recognized as a Class A, in my opinion, 22 okay. Everything that I think about Armando 23 Codina is excellence in what he does, you know. 24 I'm not happy with the window size on the 25 building above the Blue, but other than that,

Page 45 1 everything else I like about him. 2 So what keeps -- Armando does not seem to 3 be a hold guy. He builds it and flips it. You 4 know, he builds it and let's it go. What 5 happens if Armando grabs this property, never 6 builds on it, and just sells it and benefits 7 from the closing of the alley? How is that a 8 public -- 9 MS. RUSSO: Well, we would have to get the 10 Site Plan approved, and I understand that there 11 was talk about adding a condition about -- 12 adding a condition that there actually be a 13 permit issued. So a condition could be added 14 that not only does the project have to be 15 approved within a time frame, but an actual 16 permit issued. So, at the time that Mr. Codina 17 comes to you with his proposed project, you 18 will have, you know, ample opportunity, through 19 the DRC and the Planning & Zoning Board 20 process, to determine if it's appropriate, you 21 like it, what other conditions, how the project 22 is. I can't tell you, because I don't know if 23 it's going to be a Mixed-Use building, is it 24 going to have retail, what it's going to look 25 like.	Page 46 1 MR. WITHERS: I mean, that's exactly my 2 point. 3 MS. RUSSO: Well, but you will have an 4 opportunity, because if they don't do it, then 5 the alley stays as it is. 6 MR. WITHERS: Okay. So why close the alley 7 now, though? Why don't we close it at the time 8 we approve the Site Plan? 9 MR. COLLIER: Actually, you're not closing 10 it now. 11 MR. WITHERS: Then why are we discussing it 12 now? 13 MR. COLLIER: Because what you're doing is 14 adopting an Ordinance that says, the alley gets 15 closed when a Site Plan is approved. So that's 16 all you're doing. So even when you pass this 17 Ordinance, the alley is not vacated. All it 18 does is set up for Step 2. It's a two-stage 19 process. The alley doesn't get vacated until a 20 Site Plan is approved. 21 So the developer and the property owners 22 apparently want this piece first. 23 MR. WITHERS: Why? 24 MR. COLLIER: You don't have to give it to 25 them.
Page 47 1 MR. WITHERS: Yeah, but why? 2 MR. COLLIER: I'm just telling you that you 3 can recommend denial of the alley vacation and 4 send that on to the Board. 5 MS. RUSSO: I'm going to proffer an answer. 6 I don't know if it's the answer. But in the 7 exchange -- so, in the Police Station building, 8 that would be the alternate site, the alley 9 underneath that police municipal building has 10 been vacated, okay. So it would be getting 11 sort of equal sites. So Codina would get an 12 equal site. Mercedes gets a building that's 13 basically had an alley that was running the 14 same, east-west, that was vacated, underneath, 15 it when the City built the Fire Station. 16 MR. WITHERS: Well, look, I mean, I think 17 Armando did a very good deal with the swap he 18 made for the property -- and the City may have 19 had a good deal, but I guess my point is this, 20 I really don't understand why we're at this 21 juncture right now, having to even think of an 22 Ordinance for an alley. 23 I just don't -- if there is something more 24 to it, then I would like to know it, but I know 25 that the City was very concerned about alley	Page 48 1 vacations without actually seeing a Site Plan, 2 whether -- you know, it's the cart way before 3 the horse. 4 CHAIRMAN AIZENSTAT: Chip, I recall that. 5 I was on the Planning & Zoning Board. 6 MR. WITHERS: Yeah. Yeah. You know, so -- 7 listen, I'm in favor. I think Brockway, I 8 think, you know, Codina, they're fine citizens, 9 they're good people, they do great projects. I 10 mean, the Mercedes dealership is an absolute 11 beautiful, you know, addition to the Downtown 12 there, but I'm just concerned that we don't 13 know what we're going to do with the property. 14 Even though you say we're going to have a shot 15 at the -- but, look, once this is done, they're 16 going to come back with a building that's going 17 to incorporate the alley, and as Robert said, 18 18,000 and whatever square feet, and I don't 19 know what Downtown Coral Gables real estate 20 goes for, but it's a significant amount of 21 money, and, you know, I would like to see what 22 they're planning to do for the City, as far as 23 a site improvement, before we vacate the alley. 24 I mean, how are they going to incorporate a 25 quarter million dollars of street improvements

Page 49 1 for the City of Coral Gables, by us vacating 2 the alley? 3 And I know you can't ask for money for the 4 vacation of an alley. I know that, Laura, 5 so -- 6 MS. RUSSO: Okay. I'm glad someone 7 remembers that. 8 MR. WITHERS: No. No. No. Listen, I 9 remember when we did the alley there off of 10 Ponce where 2199 Ponce is -- it was the same 11 thing -- where the Bank of Tokyo used to be. 12 Anyway, I just believe that we need to see a 13 Site Plan and -- but if the Commission has 14 already made the deal, and if the sales 15 contract is already in play, then obviously, 16 you know, the Commission is not going to want 17 to lose that opportunity anyway. 18 CHAIRMAN AIZENSTAT: Thank you, Chip. 19 Maria. 20 MS. VELEZ: I agree a hundred percent. I 21 don't like putting the horse before the cart -- 22 or the cart before the horse, sorry. I got it 23 backwards. Once the alley is vacated, the 24 square footage that is available within the 25 Central Business District makes this parcel a	Page 50 1 much more expensive and much more desirable 2 parcel, than the police station, which is 3 outside -- I believe is outside of the Central 4 Business District. This is right on the border 5 of the Central Business District, because I 6 believe that it's at Almeria. So by expanding 7 the size of this lot, going along with what 8 Robert is saying, we're giving this developer a 9 lot more leeway as of right to build whatever 10 they really want to build here, with a lot more 11 leeway and a lot less stringent requirements 12 than we would have elsewhere, because it is 13 within the CBD and they will have a lot of 14 areas where we will not be able to say, you 15 can't do that. 16 MS. RUSSO: Actually, the main benefit, 17 Maria -- the main benefit of the CBD is if you 18 build a small building, you don't have to 19 provide parking. Once you build any large 20 building, as Ramon will attest, whether you use 21 Mediterranean or the Mixed-use, but the 22 benefits of being in the CBD really apply to 23 rebuilding or adding on to a small building, 24 where you're allowed to go 1.25 without 25 parking, under regular architecture, or 1.45
Page 51 1 with Mediterranean, and not provide any 2 required parking. If you take any small lot in 3 the CBD and go above that FAR, you do have to 4 provide parking. 5 So that's why the CBD has always had the 6 advantage. It's more for the parking situation 7 than anything else. 8 MS. VELEZ: Thank you. 9 The other brief comment I had is, what 10 happened at the neighborhood meeting, because 11 supposedly there was a neighborhood meeting in 12 September? Was there any attendance? Were 13 there any comments made by the neighbors? 14 MS. RUSSO: No one attended, but I have 15 spoken to neighbors, some of whom are on the 16 call now. So I have a list of neighbors. I've 17 spoken to about seven neighbors, who called me. 18 I sent them a copy of the proposed sketch. 19 Some of them, I was able to answer questions. 20 I provided a sketch and information to two that 21 called me regarding today's meeting. One of 22 them is on, one of them is not on. 23 So I have answered to property owners. One 24 of them called me, it was a property owner, a 25 Mr. Spivey, who owns property on Ponce, and he	Page 52 1 called me. I talked to someone from the 2 Colonnade Building. They called me, a 3 Mr. Borroso. So I've spoke to Mr. Tejera, who 4 is on this Zoom call, and I spoke this 5 afternoon to Carlos Silva, who is also on this 6 Zoom call. 7 MS. VELEZ: Have you spoken to the 8 neighbors to the north and the south of the 9 alley? 10 MS. RUSSO: I spoke to Alex Ortiz, who is a 11 property owner in a building very close by to 12 the subject one, as well. So, anyone who has 13 reached out, I have responded to them. And as 14 far as the Zoom call, we were on. Staff can 15 attest, I had Public Works on the Zoom call for 16 an hour, which is the time that had been 17 allotted for it. 18 MS. VELEZ: I don't like vacating an alley 19 without knowing what we're going to be doing 20 there in the future. I don't think that an 21 alley vacation should occur outside of a plan, 22 outside of a Site Plan, outside of knowing what 23 the proposed development is. We are losing 24 public space, gaining an easement, and an 25 easement that will eventually go up "X" number

Page 53 1 of feet is not going to go all of the way up to 2 the sky. I don't like doing something of this 3 sort, when we don't know what the proposal is 4 for the future. 5 CHAIRMAN AIZENSTAT: Thank you, Maria. 6 I'd like to make a couple of comments, and, 7 then, afterwards, like I said, I'm going to 8 open it back up briefly. I think we've got 9 about three people that didn't understand how 10 to go ahead and get ahold of Jill, so they can 11 speak on the subject, that would like to speak. 12 Ramon, let me ask you a question, who will 13 have to maintain the alley during that one year 14 time period? 15 MS. RUSSO: There will be no alley -- 16 CHAIRMAN AIZENSTAT: I'm sorry? 17 MS. RUSSO: There will be no alley vacated, 18 so the current west 265 feet will continue to 19 be used as a City alley, and the private 20 property will continue to be used as private 21 property. 22 MR. TRIAS: Yeah. If I can answer, Eibi. 23 CHAIRMAN AIZENSTAT: Okay. 24 MR. TRIAS: Nothing happens until a project 25 is approved. Once a project is approved, then	Page 54 1 things happen. So, frankly, I mean, at this 2 point, it's also possible that nothing will 3 ever happen. 4 CHAIRMAN AIZENSTAT: Okay. So what you're 5 saying is, it maintains as is. 6 MR. TRIAS: Yes. 7 CHAIRMAN AIZENSTAT: Laura, do you have an 8 idea of the square footage between the alley 9 that's being vacated and the alley that's being 10 proposed, what the total square footages are? 11 MS. RUSSO: Yes. The alley that's being 12 vacated is 265 feet by 20. So that's 5,300 13 square feet. And the easement is 35 feet by 14 100, so that's 3,500 square feet. 15 CHAIRMAN AIZENSTAT: And would you say that 16 by the easement being on the side, you're able 17 to do above, meaning, vertical, up to, we were 18 talking about 17 feet, where if you had the 19 easement in the back, you wouldn't be able to 20 do that? 21 MS. RUSSO: You mean -- yes. In other 22 words, building a high-rise with an alley in 23 the middle of the block? 24 CHAIRMAN AIZENSTAT: Right. Correct. 25 MS. RUSSO: Yeah. You know, unless you
Page 55 1 build over the alley, again, over 17 or 20 2 feet, which has been done -- 3 CHAIRMAN AIZENSTAT: Right. But what I'm 4 saying is, by placing the substitute alley 5 between two properties, you can now build on 6 top by straddling both properties. 7 MS. RUSSO: Right. Right. 8 CHAIRMAN AIZENSTAT: Where it is existing, 9 you may not be able to straddle it. 10 MS. RUSSO: Correct. You have a much 11 bigger footprint, which would allow for 12 parking. As you know, in order to provide any 13 parking in a parking garage, you need a certain 14 depth -- 15 CHAIRMAN AIZENSTAT: Correct. 16 MS. RUSSO: -- in order to accommodate. 17 So, yes, the development of the block would go 18 very differently without the alley being 19 vacated. 20 CHAIRMAN AIZENSTAT: Okay. And, then, once 21 the alley is vacated, how -- Craig, maybe you 22 can answer this -- how does the property taxes 23 or so forth, how does that work? Does that get 24 titled into the new owner and they start paying 25 the City and the government, so forth, the	Page 56 1 property taxes, but not a -- 2 MR. COLLIER: Right, as of January 1 of 3 whatever date it is, there will be an 4 assessment for the value of their property. 5 CHAIRMAN AIZENSTAT: Okay. For me, you 6 know, I have always been a proponent of 7 projects coming before us with Site Plans, 8 because that really gives you an idea of what's 9 going on and what's to be built. I have a 10 hard -- and this is just my point of view, but 11 I have a hard time envisioning this, because of 12 what can be done afterwards with that property, 13 without a Site Plan, and I understand it has to 14 come back to us for approval, but in my eyes, 15 and to me, if you approve the alley vacation, 16 you come back with a totally different Site 17 Plan at that time. 18 Now, what I'd like to do at this time is, 19 I'd like to open it up for a brief, three 20 minutes each, to the individuals that Jill has, 21 and then I'll close it right up. 22 Jill, would you call the first individual, 23 please? 24 THE SECRETARY: Mr. Victoria. 25 CHAIRMAN AIZENSTAT: Mr. Victoria, if you

Page 57 1 would please state -- you need to be sworn in. 2 If you'd please state your name and address, 3 for the record, first. 4 MR. VICTORIA: I can't be unmuted. 5 CHAIRMAN AIZENSTAT: You are unmuted. We 6 hear you. 7 MR. VICTORIA: No, I'm not -- I am now. 8 Yes, thank you. Sorry. 9 First, I apologize for the demonstration of 10 anxiety a moment ago, but when -- 11 CHAIRMAN AIZENSTAT: It's okay. Could you 12 state your full name and address first? 13 MR. VICTORIA: Teofelo Victoria. I am a 14 principal at De La Guardia Victoria Architects, 15 224 Valencia Avenue. So, you know, we're 16 neighbors. 17 CHAIRMAN AIZENSTAT: Go ahead, please. 18 MR. VICTORIA: I have a front toward 19 Valencia, of course, and a back towards the 20 alley. 21 But I did want to apologize for the signs 22 of anxiety, but when -- with the first call, 23 our names were not forwarded, so we got 24 worried. 25 I'd like --	Page 58 1 MR. COLLER: I'm sorry to interrupt, but 2 has the witness been sworn yet? 3 CHAIRMAN AIZENSTAT: No. Is the court 4 reporter there? 5 MR. COLLER: She should be. 6 CHAIRMAN AIZENSTAT: Let's see if we can 7 unmute her so you can be sworn in first. 8 (Thereupon, the participant was sworn.) 9 MR. VICTORIA: Yes. 10 MR. COLLER: Okay. The other right hand. 11 MR. VICTORIA: Yes, the other one. 12 CHAIRMAN AIZENSTAT: Go ahead, please. 13 MR. VICTORIA: Yes. I wanted to make -- I 14 wanted to comment from the perspective of a 15 neighbor rather than from, you know, an 16 architect or an urbanist. For us, who have 17 been here for fifteen years, the alley is a 18 difficult proposition, because of -- the 19 vacation of the alley is a difficult 20 proposition, because this -- the alley, as it 21 is now, is constantly congested. The delivery 22 trucks to the Ponce de Leon retail and 23 restaurants, for instance, do their business 24 from the back. I think, even -- from the back 25 of Ponce de Leon, but also from the back of
Page 59 1 Valencia. 2 And even if the same space isn't there any 3 longer, and they are part of the condition of 4 the alley, still there is very little space 5 back there and very little -- the turning radii 6 are old, in terms of dimensions, and it's just 7 a difficult proposition. From a safety point 8 of view, too, it is not -- often we are trapped 9 in the back of our alley, actually, because of 10 the delivery trucks, in particular. 11 And so I think we see it with great 12 difficulty, and everyone that I have spoken to, 13 my neighbors all are against this 14 proposition -- or this proposal, rather, for 15 those reasons. 16 The other consideration that I would like 17 to comment very quickly is that -- the 18 structure of the alley is in the fabric of the 19 Downtown -- of Downtown Coral Gables are an 20 integral part of how the City worked -- yeah, 21 how the City works and how Merrick considered 22 this urban structure, the inner workings of the 23 urban structure. I mean, if this alley goes, 24 then the next one is between Valencia and 25 Andalusia, for instance, and so on. And so we	Page 60 1 begin to lose a very delicate fabric that has 2 developed with the founding of the City. You 3 know, I'm not quite sure whether it's worth it. 4 The other point that, very quickly, that I 5 would make is that the block, as it is, maybe 6 with the Codina development, perhaps that 7 happens, would be at maybe 60 percent of 8 density, of the potential density. So if it 9 was complete at 100 percent, this alley -- the 10 dimensions of the alley as proposed would be an 11 impossibility. 12 So please consider this, the question of 13 congestion and safety in the new proposed alley 14 configuration, because it's going to be a very 15 real problem. 16 CHAIRMAN AIZENSTAT: Thank you. 17 MR. VICTORIA: And also the value of the 18 alley, in general, in the fabric of the City. 19 Thank you. 20 CHAIRMAN AIZENSTAT: Thank you, 21 Mr. Victoria. 22 Jill, who do we have next? 23 THE SECRETARY: Carlos Silva. 24 CHAIRMAN AIZENSTAT: Mr. Silva. 25 THE SECRETARY: I think he's participating

Page 61 1 via phone. 2 CHAIRMAN AIZENSTAT: Can we unmute him? 3 MR. SILVA: Hi, can you hear me? 4 CHAIRMAN AIZENSTAT: Yes, we can hear you 5 now. 6 MR. SILVA: Can you see me? 7 CHAIRMAN AIZENSTAT: No, we cannot see you. 8 How do we swear him in, Craig? 9 MR. COLLIER: Is he on Zoom? 10 CHAIRMAN AIZENSTAT: He is on his iPhone, I 11 think, correct? 12 MR. SILVA: Yes. 13 MR. COLLIER: There we go. We can see you now. 14 MR. SILVA: Fantastic. I'll be brief. 15 CHAIRMAN AIZENSTAT: If you could please 16 state your name and address, for the record. 17 MR. SILVA: My name is Carlos Silva. I am 18 the property owner of 236 Valencia Avenue, 19 right next to this project. 20 CHAIRMAN AIZENSTAT: Thank you. Would you 21 like to swear him in, please? Raise your right 22 hand. 23 (Thereupon, the participant was sworn.) 24 CHAIRMAN AIZENSTAT: Thank you. Please, 25 proceed.	Page 62 1 MR. SILVA: I have been located at this 2 small building, me and my brother, practicing 3 law, for 23 years, and like it was stated 4 earlier, there is safety concerns and a lot of 5 traffic. But the biggest concern that I have 6 is that, the cars that are there now in the 7 parking lot, they don't all get moved in one 8 particular day. They're just stationary. 9 There are some that come in and out for Bill 10 Ussery. But having this project really 11 concerns me, because you're going to have a lot 12 more movement of vehicles going in and out of 13 that alleyway into a building. 14 I mean, I don't know what they're 15 proposing, if this is a high rise, if it's an 16 office building, if it's an apartment building, 17 I'm not sure, but you're going to have a lot 18 more movement. So I think it is imperative 19 that we look at the Site Plan before we give up 20 this alley or even consider going forward 21 without the neighbors who have been there 22 paying their taxes for so many years having an 23 opportunity to look at the Site Plans and see 24 how it's going to affect our safety, our 25 survivability with our businesses.
Page 63 1 As it is now, the congestion back there is 2 bad, so it really does concern me. Now, if I 3 was shown a Site Plan where they're going to 4 have the entrance on Salzedo and this side is 5 going to be unobstructed -- the other side, the 6 east side of the alleyway, is going to be 7 unobstructed, because the only entrance to the 8 new building is going to be through Salzedo, 9 then, you know, that's something to consider, 10 but as it stands right now, we don't know what 11 they're going to do, and I think, blindly, this 12 is not the way to do business. I think we 13 should have an opportunity to look at this, at 14 the Site Plan, what they're going to do, to see 15 how it's going to affect us. 16 Thank you. 17 CHAIRMAN AIZENSTAT: Thank you very much, 18 Mr. Silva. 19 Who else do we have? 20 THE SECRETARY: Richard Tejera. 21 CHAIRMAN AIZENSTAT: Mr. Tejera. Where is 22 Mr. Tejera? 23 THE SECRETARY: He's on the phone, I believe. 24 CHAIRMAN AIZENSTAT: No, there he is. 25 MR. COLLIER: He needs to be unmuted.	Page 64 1 CHAIRMAN AIZENSTAT: Mr. Tejera, if you 2 would please state your full name. 3 MR. TEJERA: Yeah. My name is Richard 4 Tejera. I am the president of the Sahara Club, 5 which owns 232 Valencia. 6 CHAIRMAN AIZENSTAT: If you'd please raise 7 your right hand so we can swear you in? 8 MR. TEJERA: Thank you. 9 CHAIRMAN AIZENSTAT: Thank you. 10 MR. TEJERA: Is somebody going to swear me in? 11 CHAIRMAN AIZENSTAT: Yes, we're waiting. 12 (Thereupon, the participant was sworn.) 13 CHAIRMAN AIZENSTAT: Thank you. Please 14 continue. 15 MR. TEJERA: Okay. So our club has been 16 here for almost 70 years. I don't understand 17 the overwhelming need to vacate the alley 18 before we know what's going in. I want to 19 thank you Laura Russo, who's kept me up-to-date 20 on the progress of this thing, but we are asked 21 to voice our opinion on something that we don't 22 know what's going to happen. 23 I'm also concerned that the applicant owns 24 the substitute easement, and how are we going 25 to make sure that that easement stays an

Page 65 1 easement for us. I mean, is it conveyed to us, 2 conveyed to the City? I'm just not sure how 3 that's going to work out. 4 But I don't see how we can voice our 5 opinion without knowing what's going in. 6 CHAIRMAN AIZENSTAT: Thank you, Mr. Tejera. 7 MR. TEJERA: Thank you. 8 CHAIRMAN AIZENSTAT: Thank you. 9 Jill, anybody else? 10 THE SECRETARY: Bob Deresz. 11 CHAIRMAN AIZENSTAT: Mr. Deresz? 12 MR. DERESZ: Bob Deresz, 232 Valencia. 13 (Thereupon, the participant was sworn.) 14 CHAIRMAN AIZENSTAT: Thank you. Please 15 continue. 16 MR. DERESZ: Who did I marry? 17 MS. RUSSO: All of us. 18 MR. DERESZ: Thank you for giving me the 19 privilege to talk. I find it -- excuse my 20 nomenclature, I'm not a lawyer, but I find it 21 interesting that the lawyers and our Staff 22 member -- I have his name -- I'll say that 23 nothing can be determined now, they have to 24 wait until the Site Plan, but in this case, 25 this has to be determined now, before the Site	Page 66 1 Plan, just that point of interest there. 2 I also find it interesting that we're only 3 seeing half the deck of cards. You know, 4 they're only bringing up half of the 5 development. If you look at the other half, to 6 the east, that they're not giving us the 7 privilege to see, they've also taken an 8 easement through the City's parking lot, which 9 is adjacent to this development. They've made 10 a wide easement through that, taking up parking 11 spaces and income, and they're taking the two 12 other spots that would have been at Almeria, at 13 that easement, as well. 14 That's square footage is well over another 15 thousand square feet, and I know a thousand 16 square feet is probably worth a million dollars 17 in that area, if you look at the -- do a search 18 on that. 19 So, I suggest -- first I was suggesting 20 before I remembered about the other easement, 21 free square footage that the City is giving 22 away, that they have some parallel parking 23 under the new easement, but that doesn't make 24 that much sense, especially when you can 25 have -- part of the deal is to elongate the
Page 67 1 existing City parking lot, which is adjacent to 2 this development, make it longer, by the same 3 square footage that you're giving up with the 4 easement they're taking out of -- the vacancy 5 they're taking out of the City parking lot for 6 an additional easement, and the footage lost by 7 vacating the alleyway, and make the City 8 parking lot bigger. 9 I would also add in a couple of extra 10 spaces, more footage, for the parking spaces 11 lost on the street. 12 Now, that's Codina that is going to be 13 building up. They're going to take this deal, 14 one way or the other. I'll make a bet to 15 anybody, you know. This is not -- this is 16 going to happen. So play the cards. Play your 17 cards. They're not showing their whole hand. 18 They didn't show you the whole map of the 19 development, trying to hide the other free land 20 that they want you to give away, so play the 21 whole deck. Play your cards, I'd bet you win. 22 Thank you for listening to me. 23 CHAIRMAN AIZENSTAT: Thank you, sir. 24 Jill, if I'm not mistaken, that was the 25 last speaker that we had, correct?	Page 68 1 THE SECRETARY: That's correct. 2 CHAIRMAN AIZENSTAT: Okay. At this time, 3 let's go ahead and close it. 4 Would any Board Member like to make a 5 motion at this time? 6 MS. ANDERSON: I would. I move for denial. 7 I do not prefer to approve any vacation of an 8 alley without a Site Plan in front of us. 9 CHAIRMAN AIZENSTAT: We have a motion. Is 10 there a second? 11 I think Chip is raising his hand, but he is 12 muted. 13 MS. VELEZ: I second it. 14 CHAIRMAN AIZENSTAT: Maria seconded it. 15 MR. BEHAR: Before -- I mean, listen, is 16 there a condition that will -- I know this is 17 coming back. Is there a condition -- no, we 18 have a motion and a second. Never mind. I 19 can't -- 20 CHAIRMAN AIZENSTAT: Correct. It's a 21 motion, a second, and I think the reason is 22 because there's no Site Plan. 23 MR. WITHERS: We can discuss it. I mean, 24 I'm welcome to hear what Robert has to say. 25 CHAIRMAN AIZENSTAT: Robert?

Page 69 1 MR. WITHERS: Did you accept my second or 2 did you accept Maria's second? I'm sorry. 3 CHAIRMAN AIZENSTAT: Maria. 4 Maria, would you be okay if Robert spoke? 5 MS. RUSSO: Robert's Rules of Order allow 6 you to have discussion after a second, before 7 the vote is called. 8 CHAIRMAN AIZENSTAT: Understood. Robert. 9 MR. BEHAR: Is there -- I mean, obviously, 10 we know that ultimately, you know, they're 11 going to bring -- and Chip is right, you know. 12 Codina is, you know, if not the best, one of 13 the best developers that we have in the City of 14 Coral Gables, and I know that there will be a 15 project later, that will be a great project, 16 that comes along to us. 17 I do have a problem, you know, not having a 18 Site Plan. Is there something that we could 19 do, impose here a condition that something is 20 done, you know, because I do want to see some 21 benefit to the City, more than just a Site 22 Plan, you know, and the public realm that we're 23 going to get all on the sidewalks and on the 24 street. If there's something that we could do 25 in order to not deny this process, because	Page 70 1 this, I understand, is tied to the land 2 swapping with the City and the old Fire Station 3 and the new site and all of that. 4 If there's something that we can legally 5 do, Craig, that will allow us to do something 6 more than just give up that 18,000 square feet 7 of FAR with no additional benefit to the City? 8 MR. COLLER: Okay. Well, what you can do, 9 because -- you're a recommending body to the 10 City Commission. So the City Commission is 11 looking for your input. You could approve it, 12 subject to your recommendation that the City 13 should not act on this Ordinance until such 14 time as the City receives a Site Plan and that 15 that Site Plan should have considerable public 16 realm improvements reflected in the Site Plan, 17 and you could -- and a request from the 18 Planning & Zoning Board that when that Site 19 Plan is presented, that it be brought back to 20 the Planning & Zoning Board for review. And 21 make that as a condition of your approval, that 22 there should be a Site Plan first, before this 23 Ordinance is being acted upon, and that you're 24 requesting an opportunity to review that Site 25 Plan before the City Commission takes action on
Page 71 1 the Ordinance. 2 CHAIRMAN AIZENSTAT: Robert, how long does 3 it take to put a Site Plan together for this 4 property? 5 MR. BEHAR: YOur know, a Site Plan for this 6 could be done, realistically, in no more than a 7 couple of weeks. 8 CHAIRMAN AIZENSTAT: Laura, let me ask you 9 a question. 10 MS. RUSSO: Yeah. 11 CHAIRMAN AIZENSTAT: Would your client like 12 to come back at the next meeting with a Site 13 Plan for this? 14 MS. RUSSO: I can't answer, because I don't 15 represent Codina, so I have no idea whether 16 Codina would be able to get a Site Plan and 17 have it ready for the next. So, in terms of a 18 time table, I honestly can't tell you. So I 19 can't make it on their behalf. 20 You know, I could ask. I mean, that's all 21 I can do, because I'm not in control of there 22 being a Site Plan. 23 CHAIRMAN AIZENSTAT: I understand. 24 So, at this point, we have Rhonda, the 25 denial, and Maria with a second. Any other	Page 72 1 comments? 2 MR. WITHERS: I just have a question. Can 3 Armando sell this property once he gets title, 4 without developing it, or is he obligated to 5 develop it? Let's say he presents a Site Plan. 6 He decides at the last minute he doesn't want 7 to go forward, but he's got the approval with 8 the alley closure and a Site Plan. He says, 9 you know what, I'm walking away from this deal. 10 I want to sell the land. Does he have the 11 right to do that? 12 MR. BEHAR: Of course. 13 MR. COLLER: He would, but one of the 14 things you're talking about is also a 15 condition, and that's to a permit. 16 MR. WITHERS: No. No. What I'm saying is, 17 we approve a Site Plan. We approve the alley 18 vacation. He never pulls a permit. He just 19 takes the property and sells it for "X" amount 20 of dollars to someone to develop. 21 MS. RUSSO: Chip, that was why -- I'm not 22 sure if it was Rhonda or Maria, that suggested 23 that there might be -- or maybe it was Rene, 24 that there be an additional condition that a 25 permit has to be issued, which would then mean

Page 73 1 that that project would have to be built. If 2 he sold it, he would have to sell it with the 3 project. So that was something that someone 4 discussed adding to the condition. Not just 5 that it be approved, but that there actually be 6 a permit issued. 7 And I guess it could be a permit issued and 8 construction commenced, because at the time 9 that that ties -- the construction is 10 commenced, it ties the project to the site. So 11 if he's going to sell it, he's selling a permit 12 with ongoing construction, with an actual 13 approved project. 14 MR. WITHERS: Laura, you are a lot smarter 15 about the City Code than I am, there's no 16 doubt, but are you telling me that someone can 17 pull a permit, and, then, all of a sudden, have 18 to build it, if they decide not -- I mean, look 19 at the old Spanish Village. There were permits 20 pulled by Ralph Sanchez on that, and that was 21 never built according to the way -- the permit. 22 Someone else ended up owning it and -- you 23 know, Agave bought it, did a PAD, and changed 24 the whole face of that project. 25 MS. RUSSO: I know that project intimately,	Page 74 1 and the reason nothing was built, as you know, 2 is because we had the real estate bust. 3 MR. WITHERS: Right. 4 MS. RUSSO: On top of that, we had Ralph 5 Sanchez, who was, you know, terminally ill, and 6 there was no way to salvage the project. There 7 could have been no way to salvage the project, 8 to build it. Trust me, Ralph would -- that was 9 his legacy and he would have loved to have 10 brought that project to the City. 11 So what happened is, the banks foreclosed. 12 I don't know if you know that. 13 MR. WITHERS: Yeah. 14 MS. RUSSO: So the property was foreclosed 15 upon. It then becomes open season, and the 16 City had a second bite at the apple, and the 17 City approved the current project that's there 18 now, and had numerous, if I'm not mistaken -- 19 you'll recall, there were at least, you know, 20 five to ten public hearings on the current 21 Agave, whatever it's called, Ponce Plaza 22 Project, that there's now. 23 So the City had opportunity to discuss the 24 differences between that project and the prior 25 project, what they would allow, not allow, and
Page 75 1 even after Mr. Solerno left, there were further 2 changes that have been made to that project 3 since his departure. 4 MR. WITHERS: You know, Ralph is an angel, 5 and I'm sure the Lord is happy that Ralph is 6 with him, probably racing his Formula One race 7 cars all around heaven. So Ralph was a hero of 8 mine. 9 But the point is, there were permits issued 10 and that project was not built according to 11 the -- 12 MS. RUSSO: Well, he did. He built the 13 townhouses. The permits were issued for the 14 townhouses, and they were built. They were 15 later torn down. And he did all of the 16 renovations to the historic building, which had 17 been George Merrick's original. So all of the 18 permits -- and he did a lot of the public realm 19 improvements, which the project required be 20 done prior to actually commencing. 21 So some of the improvements that you saw on 22 those side streets were actually done by Ralph, 23 as part of the requirements of the Ordinance. 24 MR. WITHERS: Well, I would highly urge, 25 even though an alley may not be looked upon as	Page 76 1 street vacating, as public property belonging 2 to the residents of Coral Gables, I would 3 highly urge that before we allow someone to 4 vacate an alley, that the project which we 5 expect to be built is built and that someone 6 does not monetize it just to make money and 7 sell it. I just think that's not good for the 8 citizens of Coral Gables. 9 CHAIRMAN AIZENSTAT: Okay. Rhonda, you 10 have a motion. You want to stay with the 11 motion the way you have it? 12 MS. ANDERSON: I will stay with the motion 13 the way I have it, because I have concerns 14 about the burden upon the alley that exists and 15 we need a Site Plan in order to resolve those 16 issues. 17 CHAIRMAN AIZENSTAT: Understood. 18 And, Maria, your second? 19 MS. VELEZ: I agree. 20 CHAIRMAN AIZENSTAT: Second. 21 Okay. Any other discussion? Having heard 22 none, Jill, call the roll, please. 23 THE SECRETARY: Rene Murai? 24 CHAIRMAN AIZENSTAT: Hold on. Let me see 25 if we can get him unmuted. Rene, if you can

Page 77 1 hear us, can you put your thumbs up or thumbs 2 down? 3 Thumbs up for Rene. 4 Okay. 5 THE SECRETARY: Venny Torre? 6 MR. TORRE: Oh, no, for denial. Yes. 7 THE SECRETARY: Maria Velez? 8 MS. VELEZ: Denial. 9 THE SECRETARY: Chip Withers? 10 MR. WITHERS: Yes. 11 THE SECRETARY: Rhonda Anderson? 12 MS. ANDERSON: Yes. 13 THE SECRETARY: Robert Behar? 14 MR. BEHAR: Yes. 15 THE SECRETARY: Eibi Aizenstat? 16 CHAIRMAN AIZENSTAT: Yes. 17 MS. RUSSO: Thank you all very much. 18 MR. BEHAR: Hey, Rene wants to speak. Rene 19 wants to speak. 20 CHAIRMAN AIZENSTAT: Rene, can you -- there 21 you go. 22 MR. MURAI: Can you hear me? 23 CHAIRMAN AIZENSTAT: Yes, we can hear you. 24 MR. MURAI: The motion was to deny the -- 25 to recommend to the City the denial of the	Page 78 1 vacation of the alley. 2 CHAIRMAN AIZENSTAT: Correct. 3 MR. MURAI: Correct? 4 CHAIRMAN AIZENSTAT: Yes. 5 MR. MURAI: Okay. And I thought Maria 6 seconded that motion. 7 CHAIRMAN AIZENSTAT: Yes. 8 MR. MURAI: Did I hear her say, "Denial"? 9 MS. VELEZ: Yes. 10 CHAIRMAN AIZENSTAT: Yes. 11 MR. MURAI: Denial meaning, yes, to the 12 motion? 13 MS. VELEZ: Yes, to the motion. 14 CHAIRMAN AIZENSTAT: Yes, to Rhonda's 15 motion to deny. 16 MR. MURAI: I just wanted to clarify that. 17 CHAIRMAN AIZENSTAT: Okay. 18 MR. MURAI: I'd tell you, I would -- it's 19 too late, but my preference would have been to 20 table this whole discussion, as everybody said, 21 until such time as we have a Site Plan, et 22 cetera. 23 CHAIRMAN AIZENSTAT: Just as an aside, and 24 then we'll move on to the next one, we did 25 actually ask Laura if her client could go ahead
Page 79 1 and provide a Site Plan and bring it to the 2 next meeting, and she was unable to do that. 3 MR. MURAI: No, I understand that, but 4 I'm -- 5 MS. RUSSO: Only because my client is not 6 the developer. 7 CHAIRMAN AIZENSTAT: Understood. Okay. So 8 let's go ahead. 9 MS. RUSSO: If not, I would love to bring 10 you a Site Plan. 11 CHAIRMAN AIZENSTAT: Okay. 12 MR. MURAI: Okay. Just one quick one. I 13 mean, I think the message to both parties to 14 the transaction is not that this Board is 15 against the vacation of the alley, but that 16 it's just not the right time to bring it up, 17 until such time as we get a Site Plan, blah, 18 blah, blah. 19 CHAIRMAN AIZENSTAT: That is correct. 20 MR. MURAI: That should be clear. 21 CHAIRMAN AIZENSTAT: Yes. Thank you. 22 MR. BEHAR: I will agree with that, Rene. 23 That's a good way to put it, excellent way to 24 put it. 25 MS. ANDERSON: I concur.	Page 80 1 CHAIRMAN AIZENSTAT: Thank you. Let's go 2 ahead and -- 3 MR. COLLER: Should I read E-2? 4 CHAIRMAN AIZENSTAT: Yes, please. Let's 5 move on to the next agenda item. 6 Craig, if you would please read E-2 into 7 the record. 8 MR. COLLER: Item E-2, an Ordinance of the 9 City Commission of Coral Gables, Florida 10 providing for text amendments to the City of 11 Coral Gables Official Zoning Code, Appendix A, 12 "Site Specific Zoning Regulations," by amending 13 "Section A-58 - Hammock Oaks Harbor Section 14 2(F)," amending provisions governing the use of 15 the private yacht basin facility, increasing 16 the number of dock slips from eight to nine, on 17 property legally described as A portion of 18 Tract E, Block 4 of Hammock Oaks Harbor Section 19 Two (11093 Marin Street), Coral Gables, 20 Florida; providing for severability, repealer, 21 codification, and an effective date. 22 Item E-2, public hearing. 23 CHAIRMAN AIZENSTAT: Okay. Ramon, before 24 you proceed, I'd like to remind everybody 25 that's on, if they would like to speak when

Page 81 1 it's open for public comment, you must go ahead 2 and send a private chat message with your name, 3 that you'd like to speak on this item, and send 4 it to Jill Menendez. If you're on the phone, 5 it's *9 and that will get it over to Jill. 6 Otherwise, we will not be opening it back up, 7 if there's nobody there when I ask if there's 8 any speakers. Thank you. 9 Go ahead, please, Ramon. 10 MR. TRIAS: Thank you, Mr. Chairman. 11 May I have the PowerPoint, please? 12 You may recall that in October of 2018 13 there was a request to create a series of docks 14 in a very, very unique parcel of the City. 15 Next. 16 That parcel is a very thin piece of land, 17 and the dock has been built, and it has been 18 according to the approval. Next. 19 And as you can see, it's Zoned 20 Single-Family and it's surrounded by 21 Single-Family houses. So there was a lot of 22 discussion back in 2018 with the neighbors and 23 a lot of different conditions were proposed and 24 so on. And eventually the approval was 25 codified in such a way that it has some Site	Page 82 1 Specific regulations in the Zoning Code that 2 were very detailed. Next. 3 Including the request for certain 4 management and design characteristics of the 5 site. Next. 6 So the request today is for a Zoning Code 7 Text Amendment for the Site Specific 8 regulations, and the request is to allow nine 9 slips. Right now eight slips are allowed. So 10 the request is for one additional slip. Next. 11 As you can see, the strike-through and 12 underline is simply, eight becomes nine. That 13 is the amendment. However, it's a significant 14 amendment, because it is in the Zoning Code as 15 a Site Specific Regulation. Next. 16 There was public notifications, two letters 17 to the property owners, also one property 18 posting, the website posting and a newspaper 19 advertisement. Next. 20 Staff recommends approval. 21 That is the end of my representation. 22 CHAIRMAN AIZENSTAT: Okay. Thank you. The 23 Applicant, please. One second, please. Let's 24 see if we can do Erik's phone. There you go. 25 MR. FRESEN: Am I unmuted? Can everybody
Page 83 1 hear me okay? 2 CHAIRMAN AIZENSTAT: Yes. Continue, 3 please. 4 MR. FRESEN: Thank you very much, and thank 5 you Board for your time today, Board Chair and 6 Board Members, former Commissioners, and City 7 Staff for all of your assistance here. 8 My name is Erik Fresen, with offices at 9 8050 Southwest 72nd Avenue, Miami, Florida 10 33143. I'm here really as a local advocate on 11 behalf of my dear family friend, David 12 Cabarrocas, who is the property owner and 13 official applicant to this application. 14 And, well, Mr. Trias provided you a brief 15 background on the site. If you'll indulge me 16 for a couple of quick minutes, as I just 17 provide a brief summary or a brief historical 18 summary of this application, for those Board 19 Members that were not around in 2018, when the 20 crux of this application came before the City 21 for final approval, I'd just like to provide a 22 quick bit of context. 23 So the applicant, Mr. Cabarrocas, bought 24 this property in or around 2016, and in late -- 25 in middle 2017, around the summertime,	Page 84 1 submitted a formal application to the City of 2 Coral Gables, as a matter of fact, represented 3 ably and competently by my friend, Laura Russo, 4 who was on the application just before us. 5 And that process involved a full breath and 6 comprehensive structure review, analysis, 7 negotiations, ultimate hearings that an 8 application of this nature would include. At 9 the time, it was obviously -- it was a Text 10 Amendment to the Zoning Code, as well as a 11 Conditional Use, recognizing that, as Mr. Trias 12 mentioned, the subject property is on what is a 13 Residential use area, and as such, this was a 14 Conditional Use subject to that Zoning 15 category. 16 When the application went through, and your 17 Staff report should mention this, it went 18 through, again, all of the reviews, Staff 19 review, ultimate presentation before the 20 Architectural Board, before the Development 21 Review Committee, before your Board, your 22 Planning & Zoning Board, and ultimately before 23 the Commission twice for final passage. 24 That process included, as Mr. Trias 25 referenced, a lot of negotiation.

Page 85 1 CHAIRMAN AIZENSTAT: Erik, can I ask you to 2 pause one second. I need to ask Craig a 3 question. 4 Craig, since he's not the applicant and -- 5 do we have the paperwork, just to make sure 6 it's legal and so forth, that he's able to 7 present this before us? 8 MR. COLLIER: That's an interesting 9 question. I know that he's counsel. Are you 10 representing the applicant? Is the applicant 11 present? 12 MR. FRESEN: The applicant is right next to 13 me and even the letter of intent for this Text 14 Amendment was originally prepared by myself and 15 I've been in contact with City Staff as an 16 applicant rep. 17 MR. COLLIER: So you are the applicant -- 18 MR. FRESEN: The applicant is here with me. 19 MR. COLLIER: Well, you're an attorney. You 20 have the authority to represent the applicant. 21 So there's no problem in going forward with it. 22 CHAIRMAN AIZENSTAT: Correct. I just 23 didn't know, Erik, that you were an attorney 24 and I didn't want you to lose any of your legal 25 rights.	Page 86 1 MS. FRESEN: Hi, Craig. A pleasure to see you. 2 MR. COLLIER: Yes, hi. It's good to see 3 you, Erik. It's been a while. 4 MR. FRESEN: Since the County days. 5 CHAIRMAN AIZENSTAT: Please, continue, 6 Erik. Sorry for that. 7 MR. FRESEN: No, that's quite okay. 8 And I won't be, you know, overly long, but 9 I just want to make sure that there's, you 10 know, context for this. 11 So, in that process, at that time, as I 12 mentioned, there were various negotiations 13 between the applicant/owner and the neighbors 14 of the Hammock Oaks community that ultimately 15 led to the compromise that allowed for the 16 development of this basically small purely 17 residential marina, for lack of a better term, 18 for the expressed use of only Hammock Oaks 19 property owners. 20 At the time, a lot of things, as Mr. Trias 21 said, were negotiated and finally compromised 22 to. There is a declaration of restricted 23 covenant that runs directly with this 24 application. And to set it from the onset, not 25 a word, not a period, not a comma, is being
Page 87 1 changed from anything that precedes and that 2 created this application to be previously 3 approved. 4 The only request on this application is to 5 go from eight slips to nine. And just to 6 provide a little bit of quick context on that, 7 so when this dock and marina was being 8 conceptualized and finally run through Site 9 Plan review and with City Staff and as the -- 10 the estimations of what would be scaleable on 11 that site were being determined by the 12 applicant and by City Staff and others, one of 13 the elements -- if you look at your Site Plan, 14 provided by the City as the current as built 15 plan, all eight of the current slips that were 16 approved by the City Ordinances that Mr. Trias 17 referenced, are on the north side of that 18 marina. 19 The reason being, is that although the 20 applicant knew or hoped at the time that this 21 application was going through that the 22 potential possibility of a ninth slip would be 23 allowed on the south side of the marina, 24 because of the fact that the permitting process 25 occurs after approval and not knowing what the	Page 88 1 Army Corps of Engineers may or may not require 2 as far as setbacks and allowances on the south 3 side of that marine, the Applicant chose not to 4 go for nine, and then ultimately not allow for 5 nine to be permitted, based on some Army Corps 6 of Engineer denial or recommendation to push 7 back further onto the south side of that 8 marina. 9 Ultimately, this application was approved. 10 Ultimately the elements of this application 11 were met with. The Applicant submitted the 12 Site Plans and all of the drawings to the City 13 Staff. The City Staff reviewed it, permits 14 were issued, and the dock was built. Along 15 that plan, through all of the reviews of 16 various Staff departments for the permitting, 17 including the Department of Environmental 18 Resource Management of the County and then 19 ultimately the Army Corps of Engineers, those 20 permits and approvals demonstrated or 21 reflected, particularly the Army Corp, that 22 what could have potentially been a restriction 23 on the south side of the dock for that east -- 24 for that southeast portion of the dock, was not 25 as restrictive as we may have thought, and as

Page 89 1 such, that's essentially what leads to this 2 application before you today. 3 The applicant -- the marina is already 4 built. All eight slips have already actually 5 been sold to Hammock Oaks property owners and 6 residents. All elements of the declaration of 7 Restrictive Covenants have been met, including 8 the formation of a condo association for the 9 marina itself. That condo association has a 10 president, vice-president and treasurer already 11 selected, as the City Ordinance dictates, and 12 we've had, as Mr. Trias mentioned -- we called 13 for a couple of neighborhood meetings. 14 The last one of which was actually, you 15 know, relatively speaking, very well attended, 16 north of thirty percent of the neighbors within 17 the thousand feet joined the meeting. There 18 were general questions just about, you know, 19 how the ninth boat would enter and that sort of 20 thing, but no disposition of opposition to the 21 application. The homeowners association is 22 well aware of the application, and we certainly 23 haven't received any feedback, other than 24 favorable feedback, and just requesting if they 25 need us -- if we need them to come and speak to	Page 90 1 reflect support to the project. 2 So the Hammock Oaks Association, and the 3 neighbors, for the most part, have been very 4 content with what we would call the assets that 5 was added to their community. As mentioned, 6 several of the current resident slips that are 7 owned were actually bought by new owners, post 8 the application being approved, which, you 9 know, most of the agents that are selling in 10 that area will tell you that this was a but for 11 factor, that but for the marina being there and 12 a slip being available, likely those houses 13 would not have sold at the rates that they 14 sold. 15 So it's been, in our opinion, certainly a 16 tremendous benefit to the Hammock Oaks 17 community. Again, the residents have not shown 18 anything but support for the project, and, 19 again, nothing else in the current approval of 20 this dock is being changed, other than eight to 21 nine. There is not an inch being added to the 22 dock as built. All of the infrastructure for 23 the ninth slip is already in place on the dock. 24 There isn't an additional piling that needs to 25 be done. In reality, there isn't even a permit
Page 91 1 that needs to be pulled. Realistically, all 2 that needs to be done, were the ninth slip to 3 be approved, is the addition of three cleats, 4 so that the ninth boat could tie up. There is 5 no expansion to the dock. There is no material 6 change to anything that was already approved by 7 the City Commission, other than the number 8 eight to the number nine. 9 And that's just a quick summary, and I'll 10 allow it -- we'll end it there. 11 CHAIRMAN AIZENSTAT: Thank you, Erik. 12 Before I open it -- 13 MR. COLLIER: Mr. Chairman, there's one 14 minor legal matter that's reflected in this. 15 There are actually two items. There was a 16 Conditional Use Ordinance to allow for the 17 private yacht basin, that in its title 18 reflected eight, and there's this amendment to 19 the Site Specifics. 20 CHAIRMAN AIZENSTAT: Correct. 21 MR. COLLIER: The Applicant, for whatever 22 reason, has only gone forward with one of the 23 items. In order to accomplish this, both of 24 the items will ultimately have to be done, so 25 there will be another item that will be coming	Page 92 1 before the Board for its recommendation. So 2 they're choosing to do this kind of in a 3 two-step process, but both items have to be 4 ultimately approved -- recommended by you, one 5 way or the other, and has to be approved by the 6 City Commission. 7 CHAIRMAN AIZENSTAT: Craig? 8 MR. FRESSEN: May I? 9 CHAIRMAN AIZENSTAT: One second, Erik. 10 Craig, are they required to come in at the 11 same time? 12 MR. COLLIER: No. I mean, the way we've set 13 this up, we've made it clear that there is a 14 condition that this other has to be approved 15 and they have chosen to go with this one first. 16 Maybe they -- Erik, maybe you can explain why 17 the decision was made to go for one and then 18 wait. Maybe you wanted to get positive input 19 on this before you do the other one. 20 MR. FRESSEN: No. I mean, I'm glad to have 21 gotten positive input on this one, at least up 22 to the Staff point, but, no. So, really, it's 23 for two reasons. One of them was more of a 24 hopeful optimism reason and the other one was 25 more of a practical one.

Page 93 1 As the City Attorney just mentioned, 2 ultimately the driving legal determination as 3 to the Conditional Use portion having to also 4 be formally heard before the formalized 5 process, as opposed to, since it is tied to an 6 item that's moving forward as a Zoning Text 7 Amendment through the formal process, that 8 otherwise could have possibly been approved 9 subsequent to, through a Staff analysis, is 10 because of what the City Attorney mentioned, 11 that unfortunately for the Applicant, the 12 Number 8 was also in the title portion of the 13 Conditional Use. 14 Had that number not been so specifically 15 stated, and it would have just -- as most 16 applications, that don't speak to that much 17 specificity in the tile, would have just 18 referenced, slips, we were hopeful that maybe 19 it could just have been done at the Staff 20 level. And, then, quite frankly, the second 21 reason, which is more practical, is that -- and 22 this is a conversation I had with Mr. Trias and 23 a few others, was a more practical financial 24 one. 25 The original application that I summarized	Page 94 1 earlier, which was, as I explained, incredibly 2 comprehensive, required hours of Staff review 3 and negotiations back and forth and everything 4 else, had both, a Text Amendment and a 5 Conditional Use. The way that the City fee 6 schedules work is that they're both treated 7 separately and they're billed with a flat fee. 8 So there is no scalability on a fee relative to 9 either the size, impact, scope or breath or an 10 application. Essentially, if it is a 11 Conditional Use, regardless of whether it's a 12 Conditional Use application for a 50,000 square 13 foot office building or a Conditional Use 14 application to change the number from eight to 15 nine, without any other changes being made on 16 an existing approved Site Plan, unfortunately, 17 the City fees don't have a scale. They're 18 basically flat. 19 So the practical reason for knowing -- once 20 we knew the legal determination that, in fact, 21 we were going to have to come -- that there was 22 no way around, let's say, you know, formally 23 through Staff or otherwise, to not have to 24 formally go through the Conditional Use, 25 because of the fact that it was embedded in the
Page 95 1 title amendment, this one -- Text Amendment 2 portion was already significantly brought 3 forward, so for that reason, I didn't want to 4 slow this one down, while readily acknowledging 5 here in public and understanding that 6 ultimately one cannot exist -- one will not 7 exist and will not be before final approval by 8 City Commission without the other, but it also 9 afforded the Applicant, who is not a wealthy 10 man, a few weeks to be able to essentially 11 cobble together the nearly \$12,000 application 12 fee that's going to accompany what essentially 13 is a minor scrivener amendment on a Conditional 14 Use order that's from eight to nine. 15 So, for those two reasons, it's why we did 16 so. So it wasn't either a flippant disregard 17 or otherwise, but we do recognize the fact 18 that -- you know, and we'll be doing it very 19 shortly, that both applications will ultimately 20 meet at the Commission level, and, again, both 21 of them are mirror applications. There is 22 nothing substantive in what will be the 23 Conditional Use that is not being discussed and 24 detailed in today's conversation. 25 So, essentially, when that one comes before	Page 96 1 you, I may not even have an opening, other 2 than, this one is just like the last one that 3 you guys saw. So I'll be much shorter in my 4 presentation in that one, which is to your 5 benefit. 6 CHAIRMAN AIZENSTAT: Thank you, Erik. 7 Before I open it up for public comment, 8 Erik, I just want to ask a question. I recall 9 something of this when I was on the Board 10 previously that this came before us. I think 11 it was when Laura was handling it. 12 MR. FRESEN: Yes. 13 CHAIRMAN AIZENSTAT: And I recall at that 14 time -- was it for the same -- was it for the 15 ninth space or was it for the condo use at that 16 time? 17 MR. FRESEN: It was for the condo use at 18 that time. I'm sorry, through the Chair -- 19 well, you are the Chair. 20 CHAIRMAN AIZENSTAT: Yes. 21 MR. FRESEN: Yes, it was for the condo use 22 at the time, and, again, some other varying 23 elements regarding security elements and a few 24 others regarding the roundabout, to make sure 25 beforehand that there would be enough actual

Page 97 1 radius, you know, for safety vehicles and that 2 sort of thing. 3 CHAIRMAN AIZENSTAT: Okay. Jill, do we 4 have any speakers? Let me see if I can -- 5 Jill -- 6 THE SECRETARY: No speakers. 7 CHAIRMAN AIZENSTAT: No speakers at all? 8 Okay. At this time, I'm going to close it to 9 the floor. 10 Rene, will you go first, please? 11 MR. MURAI: Can you hear me now? 12 CHAIRMAN AIZENSTAT: I can hear you now. 13 MR. MURAI: Okay. Did I understand at the 14 beginning that this marina abuts City property? 15 No? 16 MR. TRIAS: No. 17 MR. MURAI: The property is the owned by 18 the developer? 19 MR. TRIAS: Yes. 20 MR. MURAI: Okay. And the City's 21 recommendation is? 22 MR. TRIAS: Approval. 23 MR. MURAI: Okay. No further questions. 24 CHAIRMAN AIZENSTAT: Thank you, Rene. 25 Maria. Yes.	Page 98 1 MS. VELEZ: I remember, when we first heard 2 this in the Summer of 2018, there was some 3 issues and that there was a pending lawsuit. 4 Has that been resolved? 5 MR. FRESEN: Yes. 6 I'm sorry, through the Chair, yes. 7 MS. VELEZ: Okay. Have any of the 8 neighbors indicated any objection to increasing 9 the docks from eight to nine? 10 MR. FRESEN: Through the Chair? 11 CHAIRMAN AIZENSTAT: Yes, please. You 12 don't have to say through the Chair. 13 Mr. FRESEN: Oh, I'm sorry. 14 CHAIRMAN AIZENSTAT: It's okay. 15 MR. FRESEN: I'm conditioned to a 16 legislative process, sorry. 17 So, yes, Maria -- no. So, again, I was 18 actually rather relieved when I saw the amount 19 of participation that occurred in our Zoom 20 neighbor meeting. Because of COVID reasons, we 21 didn't want to hold this one in person. And, 22 again, north of thirty percent of those within 23 the thousand foot radius attended and mostly 24 just either -- just to commend the existing 25 project, and, really, the only real questions I
Page 99 1 remember being asked were -- they were curious 2 as to how the ninth boat would come in, which 3 Mr. Cabarrocas explained, and then there was 4 another question from the residents, that 5 because of the security elements that were 6 required through the negotiations with the 7 association back then and with City Staff to 8 have, you know, a security element, which is 9 essentially a gate to allow only access to the 10 slips for those that are owners of said slips, 11 one of the residents, who I guess was not aware 12 of why that wall existed, was asking whether or 13 not, as part of this application, that element 14 could be removed, so that there could be 15 pedestrian access to it, and, you know, that 16 was it. 17 But it wasn't anything they were living or 18 dying on. I think they were just curious as to 19 whether or not this application could open up 20 the possibility for that to happen. But other 21 than that, I mean, there was nobody expressing 22 any sort of concern, again, especially since 23 nothing of the scale that's already built and 24 they've been living with for a while is 25 changing in this application. It will be	Page 100 1 indistinguishable from what's there right now, 2 other than a ninth boat being parked on the 3 south side of the dock. 4 MS. VELEZ: Thank you. That's all I have. 5 CHAIRMAN AIZENSTAT: Chip. 6 MR. WITHERS: So, hey, Erik, how are you? 7 MR. FRESEN: Hey, Commissioner, how are you? 8 MR. WITHERS: I'm fine. 9 I'm not really familiar with this, so I 10 need to ask you just a couple of quick 11 questions. So if the ninth slip was not 12 allowed, would you just extend the size of the 13 other slips or would it be vacant? 14 MR. FRESEN: It would be vacant, because 15 you can't fit -- the only place where a ninth 16 boat could fit is exactly where the Site Plan 17 that's before you -- where it highlights it. 18 As a matter of fact, one of the only other 19 points -- and thank you for -- you just brought 20 this point back up -- another question that was 21 asked by one of the neighbors was whether or 22 not, you know, this could be the proverbial 23 snowball, where the ninth then becomes the 24 tenth, and neither through applicant's appetite 25 for a tenth, but just as firmly, because of the

Page 101 1 complete inability to ever fit a tenth. 2 It will never fit. You can't fit a tenth 3 boat onto this. 4 MR. WITHERS: So do they do dock side 5 fueling or how do they do the fueling of the 6 vessels? 7 MR. FRESEN: There is zero -- there is not 8 a single element of any commercial activity, 9 retail activity or otherwise. This is as 10 pedestrian as a marina gets. So they have to 11 go fuel and ice and everything else off-site. 12 MR. WITHERS: So do you have to be a 13 resident to own a dock? 14 MR. FRESEN: Yes, sir, and that is 15 memorialized in both, the Declaration of 16 Restrictive Covenants and in the Ordinance. 17 MR. WITHERS: Okay. So let's say I don't 18 have a dock now, and the guy next to me has a 19 dock, and he's selling his house. Can he sell 20 me the dock separately from his house? 21 MR. FRESEN: Yes, he can. 22 MR. WITHERS: Okay. So the dock can be 23 sold separately, as long as it's an owner? 24 MR. FRESEN: That's correct, sir. 25 MR. WITHERS: Okay. And you have to be an	Page 102 1 owner and obviously -- 2 MR. FRESEN: Yes. As a matter of fact, 3 it's not only a Condition in the Declaration of 4 Restrictive Covenants, but ultimately it 5 becomes a condition to close. So you're 6 protected -- 7 MR. WITHERS: I understand. And, 8 obviously, you can't lease that. 9 Okay. So the dock could be sold separately 10 from the home, as long as obviously the new 11 homeowner doesn't want a dock and someone else 12 wants it. 13 Okay. I understand. I got it. All right, 14 thank you. 15 CHAIRMAN AIZENSTAT: Thank you, Chip. 16 Rhonda? 17 MS. ANDERSON: All right. It took me a 18 moment to unmute myself. 19 I remember this project well, when it was 20 originally presented, and we had all of the 21 questions, how fueling was going to be done, et 22 cetera, and I note that you included a 2017 23 aerial photo as opposed to the current aerial 24 photo in the presentation. 25 Is there any limitation on the size of the
Page 103 1 boat that can fit between where this dock is 2 now and the shoreline that has been considered? 3 MR. FRESEN: Hi, Commissioner, thank you 4 for the question. I just asked Mr. Cabarrocas 5 and he told me that the maximum is a 40-foot 6 boat, as is every other slip. It's the same 7 dimension as what's there now. I don't think 8 any of the current vessels have reached that 9 number, but that would be the maximum 10 allowable, I guess, both in the physical nature 11 and the very dimension of the slip. 12 MS. ANDERSON: Okay. I have no further 13 questions. Thank you. 14 CHAIRMAN AIZENSTAT: Thank you very much, 15 Rhonda. 16 Is Venny still there? I know he had to 17 leave. He's not. 18 Robert? 19 MR. BEHAR: I mean, I don't have any 20 problem. I was not here in 2018, but I don't 21 have a problem with this. We're not increasing 22 any component of that existing dock. I don't 23 see a problem at all. 24 CHAIRMAN AIZENSTAT: Okay. Thank you. 25 MR. MURAI: I have a question.	Page 104 1 CHAIRMAN AIZENSTAT: Yes, go ahead, Rene. 2 MR. MURAI: What about parking? How does 3 parking work there? 4 MR. FRESEN: Yeah, so currently there is -- 5 and, again, to even enter the site itself, 6 there is a little security gate with a keypad 7 and different elements there, and then there is 8 plenty of existing, and even a little bit of 9 overflow property, even though the covenant 10 and the condo docs for the marina only allow 11 the owners' cart to come in and be there. So 12 there's current parking staging on the site 13 itself, with crushed gravel, prior to getting 14 to the dock, but after the security gate 15 element. 16 So there's no imposition of parking onto 17 either the right-of-way or onto any other 18 neighbor's property. 19 MR. MURAI: But going from eight to nine 20 does not necessitate more parking than what is 21 there today? 22 MR. FRESEN: No, sir. 23 MR. MURAI: Okay. 24 MR. FRESEN: There's actually, I mean, in 25 theory and by dimension, and just to add,

Page 105 1 there's actually dimensionally ten parking 2 spaces on the existing site. 3 MR. MURAI: Okay. 4 CHAIRMAN AIZENSTAT: Erik, I actually, same 5 as Rhonda, recall very vividly when this came 6 before us, when it was being proposed, and, 7 Rhonda, if I recall correctly, at that time, we 8 had denied it for some reason or am I wrong? 9 I'm not saying, the one space, I'm saying 10 something was going on with the condominium, 11 which I'm not sure of, from the developer. I 12 remember when Laura was there. 13 MS. VELEZ: I believe we approved it. 14 MS. ANDERSON: I believe we approved it. 15 MR. VELEZ: Yes, we approved it. We had 16 a long conversation about the access and there 17 were neighbors against it and neighbors for it, 18 and ultimately we did approve it, with the 19 conditions. Yeah. 20 MS. ANDERSON: I recall detailed 21 discussion. I mean, I know I brought up the 22 width of the dock, having the ADA accessible, 23 and -- 24 CHAIRMAN AIZENSTAT: Right. And the fuel. 25 Is the applicant an owner at Hammock Oaks?	Page 106 1 MR. FRESEN: No, he is not. 2 CHAIRMAN AIZENSTAT: So if he's not an 3 owner of Hammock Oaks and the restriction is, 4 you have to be an owner of Hammock Oaks, how 5 does that work? 6 MR. FRESEN: It works, because even though 7 he was the owner of the property where the 8 marina was built, he does not have a boat slip 9 and he can't have a boat slip. 10 CHAIRMAN AIZENSTAT: Craig, do you remember 11 now? 12 MR. COLLER: I do. I do. I think you -- 13 Ramon, you recall it, too? 14 MR. TRIAS: I do recall that discussion. 15 Yes, sir. I do recall it. 16 MR. FRESEN: I can't speak as to whether or 17 not Mr. Cabarrocas originally wanted to have a 18 boat slip there, but he does not have one there 19 and he cannot have one there, unless he buys a 20 property at Hammock Oaks. 21 CHAIRMAN AIZENSTAT: So what's he going to 22 do? So his intention is to build it and sell 23 it? 24 MR. TRIAS: It's built already. 25 MR. FRESEN: Yeah, there's no building.
Page 107 1 It's just to sell it. 2 CHAIRMAN AIZENSTAT: So it's to sell it, 3 but if he -- let me see if I understand this. 4 If he's not an owner and there is a covenant to 5 run with the land with restrictions, Craig, how 6 does that work? 7 MR. COLLER: Well, it requires coming back 8 to a public hearing. That's why we're here, 9 because he can't go -- 10 MR. TRIAS: Mr. Chairman, this is not a 11 dock. This is a private yacht basin. So it's 12 a slightly different condition. It was 13 approved as a Conditional Use as a yacht basin 14 owned by Mr. Cabarrocas. 15 CHAIRMAN AIZENSTAT: No, I understand all 16 of that, Ramon. I'm just trying to wrap my 17 hands around it, because I'm recalling more 18 about what happened back then. 19 MR. COLLER: And they did not want this to 20 be a marina, a public marina. So it was very 21 much tied down that you -- only those people 22 that actually owned property in -- 23 CHAIRMAN AIZENSTAT: Could own a space. 24 MR. COLLER: -- in the plat, I guess, could 25 have a slip or they could -- somebody other	Page 108 1 than them, but they still had to live in the 2 development. 3 CHAIRMAN AIZENSTAT: I think you had to be 4 an owner. So how does an Applicant come in for 5 the ninth -- how does the Applicant come in for 6 a ninth space, that's not an owner or part of 7 the association? 8 MR. BEHAR: Mr. Chairman, it's simple. 9 He's a developer. He owned that property, and, 10 you know, he's selling that slip after he's 11 done. 12 CHAIRMAN AIZENSTAT: So he would have to 13 sell it only to an owner of Hammock Oaks? 14 MR. FRESEN: 100 percent, yeah. And the 15 way that it's structured right now, just to add 16 a little bit of clarity to it, the second -- as 17 Mr. Behar just mentioned, he was the original 18 owner and ultimate developer of the marina, 19 which was folio restricted and had conditions 20 to only be sold in a fee simple condo way, and 21 only to a homeowner within the Hammock Oaks 22 community. 23 As each slip got sold, the developer, the 24 current Applicant, loses all ownership interest 25 of that proportionate share of his development.

Page 109 1 So as the slip -- 2 MR. MURAI: I'm sorry to interrupt you, 3 but, Eibi, I know what you're struggling with. 4 Theoretically the moment this was approved, he 5 became an owner of these condos, even though he 6 didn't own any property in Hammock Oaks, but 7 implied in the approval was the fact that he 8 would, obviously, initially own the slips. Now 9 what he can't do is sell it to me, because I 10 don't live there, but implied in the approval 11 is obviously he has the right to own it until 12 -- I mean, I don't think theoretically he 13 should have the right to use it. 14 MR. FRESEN: He doesn't. 15 MR. COLLER: He actually doesn't have the 16 right to use it, because of the condition. 17 MR. FRESEN: Right. He does not. 18 MR. COLLER: That it was only the people 19 that lived in the development. 20 MR. MURAI: Right. I know what Eibi is 21 saying, the moment we approve this, he becomes 22 the owner of a ninth slip, but he doesn't own 23 property. 24 CHAIRMAN AIZENSTAT: Yeah, that's where I'm 25 having a hard time.	Page 110 1 MR. FRESEN: Right. And what I'm saying, 2 that transition period is substantially 3 identical to the original approval, when, in 4 essence, he owned eight, but in reality, since 5 there's no usability for said eight, he either 6 owns a lot of wood that's sitting on top of 7 water without any use or he owns the ability to 8 sell proportionate elements of said wood in 9 units of eight, and now this would be the ninth 10 unit, and the way that it reads right now, 11 because the condo association was already 12 formed for the existing eight, the ninth slip 13 would automatically transfer into the condo 14 association for all elements of ownership other 15 than the fee simple control of ownership that 16 the ninth buyer would have. 17 MR. MURAI: So the owner, which is David at 18 this point, is a member of the condo 19 association by virtue of the fact that he owns 20 a slip, and every slip is -- you know, there's 21 common elements. 22 But, listen, implied in all of the 23 approvals is that he initially has to own it, 24 because it cannot be owned -- 25 MR. BEHAR: You can't build it, unless you
Page 111 1 own it. 2 MR. MURAI: Right. Right. 3 CHAIRMAN AIZENSTAT: Craig, wasn't there 4 conditions with a covenant to run with the land 5 when this was approved by the City? 6 MR. COLLER: There were. 7 CHAIRMAN AIZENSTAT: And now we're going to 8 go ahead and change that covenant? 9 MR. FRESEN: No. 10 MR. COLLER: Let me look at the -- I don't 11 know if I have the prior -- 12 CHAIRMAN AIZENSTAT: To be honest with you, 13 I don't mind the ninth space. It doesn't 14 bother me. I'm having a hard time wrapping my 15 hands around it, when there's a covenant. 16 MR. COLLER: Typically, there's a covenant 17 at the end that ties all of the conditions that 18 were -- there were a lot of conditions. 19 CHAIRMAN AIZENSTAT: Correct, and one of 20 the conditions was that -- there was -- I 21 recall -- 22 MR. FRESEN: So that Declaration of 23 Restrictive Covenants ultimately gets 24 memorialized, as Craig was just mentioning, was 25 done on the 7th day of October, 2018, prior to	Page 112 1 final approval, and, again, because of the way 2 that that's worded, where thank God that 3 Restrictive Covenants that spoke to many 4 elements, restrictions being what the Code 5 would have even asked for on a Code Amendment 6 and Text Amendment of this kind, because of the 7 fact that it spoke to the slips, ownership of, 8 who would, you know, control and cleanliness, 9 security, everything else, but fortunately, in 10 this document, the number eight was never 11 there. 12 CHAIRMAN AIZENSTAT: So that was my 13 question, if the number eight was on there. 14 MR. FRESEN: And that's why I had mentioned 15 it earlier, because I thought it was important, 16 that not a word, period, comma, anything, on 17 the existing memorialized Declaration of 18 Restrictive Covenants running with this land, 19 is being changed or modified in this 20 application. 21 CHAIRMAN AIZENSTAT: Okay. That's where I 22 was having a hard time, because I really 23 thought that the number eight was in the 24 covenant, then how do you go about, you know, 25 changing that covenant? Do you need all of the

Page 113 1 owners from Hammock Oaks? 2 Okay. Thank you. 3 So we've gone through everybody. Anybody 4 want to make a motion? 5 MR. BEHAR: I'll make a motion for 6 approval. 7 MR. MURAI: I'll second it. 8 CHAIRMAN AIZENSTAT: Robert makes a motion 9 for approval. Rene, on the bike -- 10 MR. MURAI: What do you mean I'm on the 11 bike? 12 CHAIRMAN AIZENSTAT: You're moving back and 13 forth, Rene. 14 MR. FRESEN: I didn't want to say anything, 15 but it looked like you were getting your 16 exercise in there. 17 MR. COLLER: I just ask everybody to 18 remember what happened tonight, because you're 19 going to get another item that's going to have 20 the same thing. 21 MR. FRESEN: And I promise that my 22 introduction will just be, I'm here for any 23 questions. I'm not going to provide you or 24 bore you with any details. 25 CHAIRMAN AIZENSTAT: Okay. We have a	Page 114 1 motion. We have a second. 2 MR. MURAI: Move with the condition that 3 Erik cannot speak at the next one. 4 MR. BEHAR: I'll second that one. 5 CHAIRMAN AIZENSTAT: Okay. We have a 6 first, second. Any other comment? No? 7 Having heard none, call the roll, please, Jill. 8 THE SECRETARY: Maria Velez? 9 MS. VELEZ: Yes. 10 THE SECRETARY: Chip Withers? 11 MR. WITHERS: Yes. 12 THE SECRETARY: Rhonda Anderson? 13 MS. ANDERSON: Yes. 14 THE SECRETARY: Robert Behar? 15 MR. BEHAR: Yes. 16 THE SECRETARY: Rene Murai? 17 MR. MURAI: Yes. 18 THE SECRETARY: Eibi Aizenstat? 19 MR. MURAI: He's muted. 20 THE SECRETARY: Eibi Aizenstat? 21 CHAIRMAN AIZENSTAT: Can you hear me okay? 22 I'm going to go ahead and say, yes, on the 23 advice that Craig told us that this can be done 24 with a covenant and so forth. 25 MR. COLLER: Were you able to hear him?
Page 115 1 The volume sort of dropped out of your -- 2 CHAIRMAN AIZENSTAT: No, I'm not muted. 3 Can you hear me? 4 MR. BEHAR: Scream. 5 MS. ANDERSON: I can hear him. 6 MR. COLLER: Okay. 7 CHAIRMAN AIZENSTAT: I said, yes. 8 MR. BEHAR: Nothing else? I'll make a 9 motion to adjourn. 10 MS. VELEZ: I'll second. 11 CHAIRMAN AIZENSTAT: Thank you very much, 12 guys. Have a nice night. 13 (Thereupon, the meeting was concluded at 14 8:20 p.m.) 15 16 17 18 19 20 21 22 23 24 25	Page 116 1 C E R T I F I C A T E 2 3 STATE OF FLORIDA: 4 SS. 5 COUNTY OF MIAMI-DADE: 6 7 8 9 I, NIEVES SANCHEZ, Court Reporter, and a Notary 10 Public for the State of Florida at Large, do hereby 11 certify that I was authorized to and did 12 stenographically report the foregoing proceedings and 13 that the transcript is a true and complete record of my 14 stenographic notes. 15 16 DATED this 23rd day of October, 2020. 17 18 19 SIGNATURE ON FILE 20 _____ 21 NIEVES SANCHEZ 22 23 24 25