

City of Coral Gables
Local Planning Agency (LPA)/Planning and Zoning Board Meeting
Wednesday, May , 2013
Coral Gables City Commission Chambers
405 Biltmore Way, Coral Gables, Florida

MEMBERS	J9	F13	M13	A10	M8	J12	J10	A14	S11	O9	APPOINTMENT
	'13	'13	'13	'13	'13	'13	'13	'13	'13	'13	
Eibi Aizenstat - Chair	P	P	C	C	P						City Manager Patrick Salerno
Robert Behar	P	P	C	C	P						Commissioner Rafael Cabrera, Jr.
Jeffrey Flanagan - Vice Chair	P	P	C	C	P						Commissioner Maria Anderson
Julio Grabiell	P	P	C	C	P						Mayor Jim Cason
Pat Keon	P	P	R	R	R						Planning and Zoning Board
Vince Lago	P	E	R	R	R						Commissioner Frank C. Quesada
Javier Salman	E	E	C	C	P						Vice Mayor William H. Kerdyk, Jr.

P = Present
E = Excused
C = Meeting Cancelled
R = Resigned

City Staff and Consultants:

Eric Riel, Jr., City Planner
Ramon Trias, Planning and Zoning Director
Jill Menendez, Administrative Assistant
Craig E. Leen, City Attorney
Jane Tompkins, Development Services Director

Court Reporter:

Joan Bailey

Also in Attendance:

Pat Keon, City Commissioner

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CITY OF CORAL GABLES
LOCAL PLANNING AGENCY (LPA)/
PLANNING AND ZONING BOARD MEETING
VERBATIM TRANSCRIPT
CORAL GABLES CITY HALL
405 BILTMORE WAY, COMMISSION CHAMBERS
CORAL GABLES, FLORIDA
WEDNESDAY, MAY 8, 2013, COMMENCING AT 6:05 P.M.

Board Members Present:

- Eibi Aizenstat, Chairperson
Robert Behar
Jeffrey Flanagan, Vice Chairperson
Julio Grabiell
Javier Salman

City Staff and Consultants:

- Eric Riel, Jr., City Planner
Craig E. Leen, City Attorney
Jill Menendez, Planning Administrative Assistant
Jane Tompkins, Development Services Director
Ramon Trias, Planning & Zoning Director

Others Participating in Proceedings:

- Zeke Guilford, Esq.
On behalf of the Applicant
Glenn H. Pratt, AIA
Marshall Bellin, AIA

Also in Attendance:

- Pat Keon, City Commissioner

1 THEREUPON:

2 The following proceedings were had:

3 CHAIRMAN AIZENSTAT: Let's call the meeting
4 to order. The roll, please.

5 MS. MENENDEZ: Robert Behar?

6 Jeff Flanagan?

7 MR. FLANAGAN: Here.

8 MS. MENENDEZ: Julio Grabiell?

9 MR. GRABIEL: Here.

10 MS. MENENDEZ: Javier Salman?

11 MR. SALMAN: Here.

12 MS. MENENDEZ: Eibi Aizenstat?

13 CHAIRMAN AIZENSTAT: Here.

14 First, I'd like to congratulate our
15 previous Board members, Pat Keon and Vince
16 Lago, for their election, being elected over to
17 the City Commission.

18 We actually have Pat Keon with us here
19 today, and thank you very much for coming, and
20 we welcome you.

21 MS. KEON: Thank you.

22 CHAIRMAN AIZENSTAT: Second, let's go ahead
23 and take a look at -- and also, we'd like to
24 congratulate the Mayor for his election, also.

25 Let's go ahead and take a look at the

1 approval of the minutes. Is there a motion?

2 MR. FLANAGAN: So moved.

3 MR. GRABIEL: Second.

4 CHAIRMAN AIZENSTAT: So moved. Any
5 comments? No?

6 Call the roll, please.

7 MS. MENENDEZ: Jeff Flanagan?

8 MR. FLANAGAN: Yes.

9 MS. MENENDEZ: Julio Grabiell?

10 MR. GRABIEL: Yes.

11 MS. MENENDEZ: Javier Salman?

12 MR. SALMAN: I wasn't here, so I have to
13 abstain.

14 MR. LEEN: No, Mr. Salman, you have to
15 vote. You can vote yes if you -- unless you
16 have a reason not to, but you can't abstain, by
17 State law.

18 MR. SALMAN: Oh, then yes.

19 MS. MENENDEZ: Eibi Aizenstat?

20 CHAIRMAN AIZENSTAT: Yes.

21 Next, Eric, are there any changes to the
22 agenda?

23 MR. RIEL: Yes, sir, Mr. Chair. Agenda
24 Item Number 5, which is the Ordinance related
25 to the Art in Public Places, that has been

1 continued or deferred till either the next
2 meeting or the meeting thereafter.

3 CHAIRMAN AIZENSTAT: Okay, thank you.

4 Then at this point, let's go ahead and move
5 on to Agenda Item Number 6, and that would be
6 an Ordinance of the City Commission of Coral
7 Gables, Florida, providing for text amendments
8 to the City of Coral Gables Official Zoning
9 Code, Article 3, "Development Review," Division
10 6, "Appeals," Section 3-608, "Postponement of
11 appeals," by adding provisions providing for
12 concurrent hearings of appeals to the City
13 Commission; and providing for severability,
14 repealer, codification, and an effective date.

15 Who's -- Is Craig -- The City Attorney is
16 going to go ahead and make that presentation?

17 MR. LEEN: Yes. Thank you, Mr. Chair.

18 This matter arose because, as you all know,
19 the Zoning Code provides for appeals from
20 different City Boards to the City Commission.
21 Those Boards include the Board of Adjustment,
22 the Board of Architects, and other Boards, as
23 well. So what can happen, at times, and the
24 way this came up, is that you could have a
25 matter, for example, go to the Board of

1 Architects and there be a zoning issue, also.
2 So the Board of Architects will look at the
3 design and they may approve the design or they
4 may not approve the design. If they don't
5 approve the design, there may be an appeal to
6 the City Commission, and yet, at the same time,
7 there may be a zoning issue that has to be
8 decided by the Board of Adjustment, and
9 perhaps, you know, how that zoning issue is
10 decided may lead to the design being changed
11 again and being sent back to the Board of
12 Architects.

13 So the concern that was expressed by the
14 City Commission, and in particular,
15 Commissioner Quesada, was that they wanted to
16 make it easier for applicants, to make sure
17 that when the City Commission actually reviewed
18 the matter, if there was the potential for
19 multiple appeals from multiple Boards, which
20 did happen -- there was a potential in a
21 specific case that came before the
22 Commission -- in those circumstances, they'd
23 like the ability of City Staff and the City
24 Commission to be able to consolidate the
25 appeals, or to stay a matter, so for example,

1 to say, "Well, we're not going to hear the
2 appeal regarding design review until after you
3 receive approval regarding zoning," and then
4 the City Commission could act on both of them
5 at the same time, in a consolidated appeal.

6 This also gives the Commission more
7 authority to be able to work with the applicant
8 and for City Staff to work with the applicant,
9 because now they can consider both zoning and
10 design at the same time and make adjustments as
11 to both of them, not just one and then send it
12 back.

13 So what's been proposed here is a -- It's
14 part of the provisions in the Zoning Code
15 related to appeals, and specifically
16 postponement of appeals. Right now, there
17 could be a request to postpone an appeal, it's
18 in Section 3-608A, 1, 2 and 3, there's an
19 ability to seek a first postponement, a second
20 postponement and a third postponement of an
21 appeal by an applicant, but these provisions
22 don't talk about, "Well, what if there's
23 multiple appeals?" This just talks about like
24 if you go to the Board of Architects and they
25 deny your design and you appeal to the City

1 Commission, you, as the applicant, can request
2 a 90-day extension. But that doesn't allow you
3 to just abate the appeal. It may be for 360
4 days or 240 days while you go forward and try
5 to get another approval from the Board of
6 Adjustment.

7 So the idea was that there should be
8 additional -- Well, before I say this, I gave
9 the opinion that the City Commission has the
10 inherent authority to essentially consolidate
11 appeals or to stay an appeal, pending another
12 matter, but it was thought that it would be
13 better for there to be actually a provision in
14 the Code that specifically told people what
15 they could request.

16 So that proposal is now Section 3-608C,
17 "Concurrent hearings of appeals to City
18 Commission," and what you will see is that this
19 allows the City Manager's Office, in the first
20 instance, to decide, in a situation where it's
21 applicable, which is where it's in the best
22 interests of the City or avoids duplicate or
23 conflicting appeals on related issues or avoids
24 the issuance of advisory opinions or results in
25 a more complete determination of the issues on

1 appeal, the City Manager's Office can agree to
2 consolidate appeals.

3 Now, if the applicant doesn't like that,
4 because it's possible the applicant may say,
5 "Well, that's affecting my substantive rights,
6 it's delaying my ability to get this approval,
7 and I want to get it now," they can raise that
8 matter with the City Commission, and the City
9 Commission has the final authority to determine
10 whether that abatement or consolidation of the
11 appeal should have occurred.

12 In addition, let's say the City Manager's
13 Office does not consolidate the appeals. The
14 City Commission itself has the authority to do
15 it, as well. The applicant can request it, and
16 a member of the Commission can move, and
17 consolidate the appeals themselves. So there's
18 multiple ways here for there to be
19 consolidation.

20 So that's a general outline of what's being
21 proposed here. I'm available to answer any
22 questions, as is the City Planner.

23 CHAIRMAN AIZENSTAT: Are there any
24 questions for the City Attorney?

25 Jeff?

1 MR. FLANAGAN: I do, just a couple of
2 comments.

3 MR. LEEN: Sure.

4 MR. FLANAGAN: Craig, the new Subsection 1
5 or Paragraph Number 1, it says, "Proposals by
6 the applicant or aggrieved party to the City
7 Manager's Office." I just noticed, the rest of
8 this language, it says Office of the City
9 Manager. It doesn't make a difference, but
10 just from a consistency standpoint.

11 MR. LEEN: That's a good point. In fact,
12 it says the City Manager's Office and Office of
13 the City Manager. Which terminology do you
14 prefer? I'll make it consistent throughout.

15 MR. FLANAGAN: It's probably easier to
16 change this to reconcile with the balance of
17 the provisions that --

18 MR. LEEN: I'll change it to City Manager's
19 Office.

20 MR. FLANAGAN: Yeah, whatever you want.

21 MR. LEEN: Okay.

22 MR. FLANAGAN: Then later on, when it says
23 the applicant or aggrieved party may appeal the
24 City Manager's determination --

25 MR. LEEN: Yes.

1 MR. FLANAGAN: I think you just explained
2 it, but I had in my notes the question, what is
3 the process for the appeal? This just says
4 they may appeal the determination. So maybe,
5 do we need to be more specific, that it gets
6 appealed to the City Commission and the time
7 frame when that appeal should be heard, such as
8 at the next regularly scheduled Commission
9 meeting?

10 MR. LEEN: Well, what I would say is, the
11 last sentence indicates at the end that the
12 appeal would be to the City Commission. It
13 does not have a time limit. So my view would
14 be, it would be the time limit generally
15 prescribed in the Code, 30 days, but how many
16 days do you think it should be?

17 MR. FLANAGAN: I have no idea.

18 MR. LEEN: We could --

19 MR. FLANAGAN: If there's other language in
20 the Code, then, that would apply here for a
21 time frame, then that provides consistency
22 throughout and that's what we live by, then
23 that's fine with me.

24 MR. LEEN: Well, let me ask this to the
25 Board. If it's 30 days, and we put that, 30

1 days, would that be the appropriate amount of
2 time? I can always determine if we need to
3 actually write it or whether it's governed by
4 another provision in the Code. I think it's
5 governed by another provision in the Code, but
6 it might be worthwhile to make it clear to
7 people in this provision itself.

8 CHAIRMAN AIZENSTAT: I think as long as we
9 have consistency --

10 MR. LEEN: Okay.

11 CHAIRMAN AIZENSTAT: -- I'm comfortable
12 with it. Anybody else?

13 MR. SALMAN: 30 days' notice to the City
14 Manager to place it on the agenda, 30 --

15 MR. LEEN: Well, I think we would treat it
16 like any appeal that they would file from a
17 decision of City Staff, so they just have to --
18 What's done now is, let's say the Zoning
19 Official makes a decision and they want to
20 appeal that to the Board of Adjustment. They
21 have to formally file an appeal with the City
22 Clerk, the decision of the Zoning Official, and
23 I think we would treat it the same way.

24 MR. SALMAN: Okay. But there's already
25 language as to the appeal process somewhere

1 else in the Code --

2 MR. LEEN: Yes.

3 MR. SALMAN: -- that says you have to file
4 it with the Clerk?

5 MR. LEEN: Yes.

6 MR. SALMAN: Okay. I just want to make
7 sure that it's in there somewhere. In many
8 ways, this is a formalization of an informal
9 process. Having sat on the Board of
10 Adjustment, where we have a situation because
11 of a hardship, a change is requested, it's
12 already been approved by the Board of
13 Architects, and then in the subsequent
14 approval, some modification is made to that
15 adjustment that then requires going back to the
16 Board of Architects, which then throws it back
17 because of a now conflicting approval. They
18 have one approval that is in conflict with
19 another, that requires resolution. Nine times
20 out of 10, it gets resolved without having to
21 go to appeal -- I'd say 99 times out of a
22 hundred, it gets resolved without appeal, but
23 this creates a formal process for that
24 resolution, so --

25 MR. LEEN: That's exactly right. I think

1 it's well said.

2 MR. SALMAN: I think this is fine.

3 MR. FLANAGAN: One more. Can an applicant
4 or an aggrieved party appeal the decision to
5 hear them concurrently or not hear them
6 concurrently, at any time? Because we use the
7 word where it's foreseeable that more than one
8 appeal may result from a particular development
9 order, where it is foreseeable. At some point,
10 somebody may say, "Well, it's foreseeable and
11 we're going to hear them concurrently, so it's
12 going to stall one portion." At some point --
13 At some point in the process, if the other
14 stuff hasn't gotten through the system so that
15 everything can be heard, whether or not it's
16 going to happen --

17 MR. LEEN: That's a -- So you're saying --

18 MR. FLANAGAN: I just want to make sure
19 than an application -- anybody can appeal at
20 any time, so if something is sitting out there,
21 if you've got one appeal or a couple appeals
22 out there for a month or five, while other
23 stuff is happening or not happening and
24 somebody may be stuck in a limbo situation,
25 that they can -- if they can't administratively

1 say, "Let's go, let's at least move this appeal
2 forward," they could at least, at any time in
3 this process, appeal to the Commission --

4 MR. LEEN: I see what you're saying.

5 MR. FLANAGAN: -- for authority to continue
6 with their appeal, or that one specific appeal.

7 MR. LEEN: No, it makes sense to me. What
8 we could do is add a sentence allowing
9 modifications and treat it the same way, so if
10 you do get a concurrent appeal and you want to
11 modify it, because you don't think the appeal
12 is going to go forward or you want to change,
13 you could make the request to the City
14 Manager's Office, again, and that would be
15 handled in the same way, so you would have a
16 right to appeal that to the Commission, as
17 well. We could do something like that. Does
18 that answer your question, or did I not?

19 (Thereupon, Mr. Behar arrived.)

20 MR. FLANAGAN: No, that gets it.

21 MR. LEEN: Okay. If the Board is okay with
22 that, I would add that to the proposal.

23 MR. SALMAN: Through the Chair, one final
24 comment. Not being an attorney and having my
25 Latin be a little rusty --

1 MR. LEEN: Sua sponte?

2 MR. SALMAN: Does sua sponte mean at his
3 discretion?

4 MR. LEEN: Okay, I have to admit, as the
5 lawyer, I put sua sponte in there twice, and
6 Staff mentioned to me to remove it from one of
7 them and we did not remove it from the first
8 paragraph, and I will remove that. It just
9 means on its own motion.

10 MR. SALMAN: On its own motion.

11 MR. LEEN: But I think it would be better
12 to probably not put those words in the Code. I
13 will -- It will be changed to either on its own
14 motion or just removed, or on its own, you
15 know, but that's what it means, so they can do
16 it on their own. So it just allows the City
17 Manager to do it without a request.

18 MR. SALMAN: At his discretion.

19 MR. LEEN: At his discretion. So, if the
20 Board is okay with that, I will make that
21 change, as well.

22 CHAIRMAN AIZENSTAT: And how does the
23 procedure work when there is an appeal that
24 will be brought before the City Manager's
25 Office? How is a determination made as to when

1 it should be brought before the Commission?

2 MR. RIEL: It's actually the -- An
3 applicant or aggrieved party has 10 days from
4 when the decision is made by the appropriate
5 Board to file it, and then it goes to the next
6 regularly scheduled Commission meeting.

7 CHAIRMAN AIZENSTAT: Okay.

8 MR. RIEL: And there has to be at least 10
9 days between that, so if it happens to be -- so
10 it allows for proper advertising.

11 CHAIRMAN AIZENSTAT: Of course.

12 MR. RIEL: So, if there's not 10 days, then
13 it goes to the next one thereafter.

14 CHAIRMAN AIZENSTAT: So there's a procedure
15 in place?

16 MR. RIEL: Yes, there's a very specific
17 procedure in terms of timing, of what steps
18 need to happen when.

19 CHAIRMAN AIZENSTAT: Okay. Please note
20 that Robert Behar has arrived.

21 MR. LEEN: Eric -- Mr. Chair, may I ask a
22 question of the City Planner?

23 CHAIRMAN AIZENSTAT: Yes, please.

24 MR. LEEN: The amount of time is generally
25 10 days, as you recall?

1 MR. RIEL: Yes.

2 MR. LEEN: Do you have that?

3 MR. RIEL: Yeah, it says Appeal of Board of
4 Adjustment, Board of Architects, Historic
5 Preservation Board, and Planning and Zoning
6 Board. It's basically within 10 days from the
7 date of decision.

8 MR. LEEN: What about appeals from City
9 Staff?

10 MR. RIEL: City Staff --

11 MR. LEEN: This is more of a City Staff --
12 If it's okay, Mr. Chair?

13 CHAIRMAN AIZENSTAT: Yes, please.

14 MR. LEEN: I just wanted to ask him.

15 CHAIRMAN AIZENSTAT: Let's clarify.

16 MR. RIEL: Within 60 days, other than the
17 City Architect.

18 MR. LEEN: Okay. So I think it probably
19 should -- I would recommend to you that it be
20 somewhere -- it either be 10 or 30, and
21 probably not 60.

22 CHAIRMAN AIZENSTAT: Does that give enough
23 time to City Staff to look up anything they
24 need to do, any determinations for the
25 Commission?

1 MR. LEEN: It would just -- The only issue
2 on appeal would be whether the appeal should be
3 consolidated, so I don't think it would take --

4 CHAIRMAN AIZENSTAT: Okay.

5 MR. LEEN: -- City Staff a long time, but
6 it is 10 days for Boards, so I would want
7 guidance from the Board, then. Do you prefer
8 10 days or do you prefer 30 days, or 60 days?

9 CHAIRMAN AIZENSTAT: Your recommendation,
10 from what I just heard, is 30 days, then?

11 MR. LEEN: I would be curious if Staff had
12 any recommendation on that. The general rule
13 in my line of work is 30 days, although they do
14 give 10 days for Boards, so --

15 CHAIRMAN AIZENSTAT: Eric, how does
16 Staff --

17 MR. RIEL: I mean, 60 has been in here for
18 some time, so I'm --

19 CHAIRMAN AIZENSTAT: Do you have an
20 objection to leaving it at 60?

21 MR. LEEN: So just treat this as an appeal
22 from City Staff? I have no objection. It
23 helps the applicant, so I have no problem with
24 that.

25 CHAIRMAN AIZENSTAT: How does the other

1 Members of the Board feel?

2 MR. SALMAN: I'm fine with 60.

3 CHAIRMAN AIZENSTAT: You're fine with 60?

4 Robert, any comments?

5 MR. BEHAR: I'm just reading -- The 60 days
6 is fine. So, currently, any appeal is
7 determined -- before it goes to the Commission,
8 where the City Manager will put it on the
9 agenda for the Commission to read it, to be
10 read?

11 MR. LEEN: There's a rule that says that it
12 goes on the next Commission agenda unless
13 there's less than 10 days.

14 MR. RIEL: Correct.

15 MR. LEEN: So there is no discretion --
16 There's some discretion. For example, you
17 can -- if you look at the prior provision, the
18 City Manager can postpone an appeal if a
19 certain standard is met or if there's a
20 request, but otherwise, no, it's required by
21 Code to go on the next agenda --

22 MR. BEHAR: Okay.

23 MR. LEEN: -- unless there's 10 days. What
24 this allows is an applicant or the Manager's
25 Office or the Commission to consolidate appeals

1 so that they're not heard piecemeal.

2 MR. BEHAR: Okay.

3 CHAIRMAN AIZENSTAT: Yes, go ahead, please,
4 Jeff.

5 MR. FLANAGAN: Thank you.

6 Back to the -- If you're stayed while other
7 stuff is working through the system, if you're
8 going to treat that as an appeal of, let's say,
9 the Manager's decision, we have -- so the
10 applicant has 60 days to do that?

11 MR. LEEN: Yes.

12 MR. FLANAGAN: But then what happens if --
13 so, fine, the Manager says, "We're going to
14 wait and allow some of this to consolidate,"
15 but then three months goes by and something's
16 lingering or something then doesn't happen and
17 no action is taken to move another appeal
18 forward. Has the applicant lost their ability
19 now, since it's more than 60 days, to
20 technically appeal that determination?

21 MR. LEEN: Well, I would think that would
22 be -- that would fit into what you proposed
23 regarding modification. You could ask them to
24 modify the stay, and if the Manager denied
25 that, then there would be a new appeal period.

1 MR. FLANAGAN: Okay. Perfect.

2 CHAIRMAN AIZENSTAT: Are you okay with
3 that?

4 MR. FLANAGAN: Yes.

5 CHAIRMAN AIZENSTAT: Any other comments?
6 Anybody want to comment from the outside?
7 No?

8 Okay, hearing none, let's call the roll.

9 MR. SALMAN: You need a motion to approve.

10 CHAIRMAN AIZENSTAT: Sorry. You're right.
11 Would you like to make one?

12 MR. SALMAN: I'll make the motion to
13 approve as modified, concurrent with the
14 discussion.

15 CHAIRMAN AIZENSTAT: Second?

16 MR. FLANAGAN: Second.

17 CHAIRMAN AIZENSTAT: Any other comments?
18 Okay, call the roll.

19 MS. MENENDEZ: Julio Grabiell?

20 MR. GRABIEL: Yes.

21 MS. MENENDEZ: Javier Salman?

22 MR. SALMAN: Yes.

23 MS. MENENDEZ: Robert Behar?

24 MR. BEHAR: Yes.

25 MS. MENENDEZ: Jeff Flanagan?

1 MR. FLANAGAN: Yes.

2 MS. MENENDEZ: Eibi Aizenstat?

3 CHAIRMAN AIZENSTAT: Yes.

4 The next item which is on the agenda is an
5 Ordinance of the City Commission of Coral
6 Gables, Florida, providing for text amendments
7 to the City of Coral Gables Official Zoning
8 Code, Article 8, "Definitions," by amending the
9 definitions of University Campus District
10 (UCD), Frontage A and B; and providing for
11 severability, repealer, codification, and an
12 effective date. Pi Kappa Alpha Holding Corp.,
13 at 5800 San Amaro Drive, is who filed this text
14 amendment.

15 The presentation will be done by --

16 MR. RIEL: The applicant will go first and
17 then Staff will make a brief presentation.

18 MR. GUILFORD: Good evening, Mr. Chairman,
19 Members of the Board. For the record, my name
20 is Zeke Guilford, with offices at 400
21 University Drive. I'm here with Glenn Pratt
22 and Marshall Bellin, the architects for the
23 proposed new fraternity house.

24 We're here tonight representing Pi Kappa
25 Alpha Holding Corporation, the owner of

1 property at 5800 San Amaro Drive. We're here
2 tonight to fix an inconsistency in the Zoning
3 Code.

4 The way the University is -- The
5 development for the University is broken down
6 to street frontages, and it actually has five
7 different frontages, Frontage A, B, C, D, and
8 E, and based upon what frontage your building
9 sits on, or street it sits on, there is a set
10 of criteria which governs the building -- the
11 building of that piece of property.

12 In our particular case, we actually have
13 two frontages. We have Frontage A, which
14 says -- in part, says Mataro Avenue from San
15 Amaro Drive to Red Road. We also fall under
16 Frontage B, which actually says San Amaro Drive
17 from Levante to Mataro. So, as you can tell,
18 we are encompassed in both frontages. So,
19 essentially, we would have two different
20 criterias affecting the development of this
21 piece of property.

22 Now, we believe that it should be Frontage
23 B, for some obvious reasons, but this -- and
24 I'll go through them. Number one, the original
25 building fronted San Amaro Drive. We have a

1 San Amaro Drive address. All the fraternity
2 houses, and in fact, the -- I call it new --
3 the Alumni House, fronts San Amaro Drive.

4 We also have, under the original zoning of
5 the property, by definition, under the Zoning
6 Code, San Amaro would be the frontage of the
7 property.

8 Also, what has happened is, if you go under
9 the Criteria A, which you have in your Staff
10 report, part of it talks about, under Frontage
11 A, having a setback of 75 feet. This is an old
12 map, an older map of the University, and here's
13 where the Pike House is, at 5800. Right here
14 is actually the 75-foot buffer. So, obviously,
15 it was intended for that 75-foot buffer not to
16 be included as part of the Pike House.

17 In your package, you have a letter from the
18 University of Miami, providing that it should
19 be Frontage B. Staff has recommended approval
20 of the text change to clarify this
21 inconsistency, and if you have any questions,
22 we'll be more than happy to answer them at this
23 time.

24 CHAIRMAN AIZENSTAT: Any questions before
25 we move on to City Staff? Proceed?

1 MR. FLANAGAN: Do you want questions now or
2 do you want to have Staff make its report?

3 CHAIRMAN AIZENSTAT: Let's have --

4 MR. SALMAN: Let's have them make their
5 report.

6 MR. RIEL: As Mr. Guilford indicated, this
7 is a request to basically change the frontage
8 definition in the "Definitions" section,
9 Definition Article 8, from A and B, the
10 Frontage A and B.

11 As Mr. Guilford indicated, the
12 University -- Basically, the most stringent
13 performance standards are those in terms of the
14 frontages, if you look on Page 4 of your Staff
15 Report. Those performance standards include
16 standards regarding building height, setbacks
17 for buildings, setbacks for landscaping,
18 setbacks for parking areas, basically, the
19 development of the University from the
20 standpoint of development, to ensure that it
21 doesn't impact the surrounding properties, the
22 residential areas. So, for that reason, the
23 performance standards are the most stringent.

24 As the applicant has indicated, the one
25 that is of concern to the applicant is the

1 75-foot from Mataro. That 75-foot was
2 established pursuant to a landscape easement
3 that was placed on University Village when it
4 was approved in the late '90s. There's
5 actually a 75-foot landscape easement, recorded
6 easement, that operates as a buffer, to buffer
7 University Village from the single-family homes
8 on Mataro.

9 So this request, essentially, that is the
10 one that obviously would not allow for the
11 development of the property, because 75 foot,
12 based upon -- is almost a third of the
13 property, in terms of that buffer. So, you
14 know, essentially what you would do is remove
15 75 foot of that property to be developed, by
16 implementing this. The applicant is correct,
17 that it's an inconsistency and it's kind of an
18 anomaly, because it's on the corner. The
19 Frontage A and B does have the 25-foot setback,
20 so it's identical to what the single-family
21 homes would be on the other side of Mataro.
22 That's what the single-family home front
23 setback is.

24 Staff does support the request. Just to
25 ensure that there was notice provided, we did

1 send out a notice within a thousand feet, and
2 we also did post the property. That is not
3 required for a Zoning Code text amendment.
4 There's -- Actually, the only notice that's
5 required, per the Zoning Code and Statute is
6 basically an advertisement in the local
7 newspaper, and just wanting to be sure that
8 everybody is notified of it. We did not
9 receive any comments from --

10 MR. BEHAR: From anybody?

11 MR. RIEL: From any individuals.

12 MR. BEHAR: Okay.

13 MR. RIEL: So that basically concludes my
14 presentation.

15 CHAIRMAN AIZENSTAT: Thank you.

16 Any questions? Jeff?

17 MR. FLANAGAN: Maybe for Staff, for Eric.
18 This application is for Lots 13 and 14 only,
19 right?

20 MR. RIEL: 13, 14, 15, 16, 17 and 18.

21 MR. GUILFORD: Yeah, what it does is, it
22 just --

23 MR. RIEL: It only applies to the frontage
24 of Lot 13 and 14.

25 CHAIRMAN AIZENSTAT: And across the street

1 from this property is the tennis courts?

2 MR. RIEL: No, single-family homes.

3 MR. SALMAN: Single-family homes.

4 MR. GUILFORD: Across San Amaro is the
5 tennis courts, across from --

6 CHAIRMAN AIZENSTAT: Okay, yeah.

7 MR. GUILFORD: Correct.

8 MR. FLANAGAN: All right, but as I was
9 reading it, if we're going lot by lot -- Where
10 did I miss that? I'm sorry.

11 CHAIRMAN AIZENSTAT: What is the
12 development that's -- the buildings that are
13 next to this property?

14 MR. RIEL: University Village.

15 MR. GUILFORD: University Village, which
16 has a dropoff in front, then it's two stories
17 for -- I'm going to say another 25, 30 feet,
18 and then goes to three stories.

19 CHAIRMAN AIZENSTAT: And when was that
20 constructed?

21 MR. RIEL: That is actually the town home
22 portion of the development. I would say
23 probably about five, six years ago.

24 CHAIRMAN AIZENSTAT: By looking at the
25 location map, I see that they've taken into

1 account the 75-foot buffer zone?

2 MR. RIEL: Everything you see along the
3 back of Mataro, from Red Road all the way to
4 Lot 13, is that 75-foot buffer.

5 CHAIRMAN AIZENSTAT: So, if we allow for
6 this property to bypass that 75-foot buffer
7 zone, what are we creating?

8 MR. BEHAR: But this property is not owned
9 by the University.

10 MR. RIEL: This is privately owned.

11 MR. BEHAR: That only applies to property
12 owned by the University.

13 MR. RIEL: The fraternities have the UCD
14 Zoning District. However, they are not owned
15 by the University. They are privately held.

16 CHAIRMAN AIZENSTAT: They're privately
17 held?

18 MR. BEHAR: Right.

19 MR. RIEL: Correct.

20 MR. BEHAR: I mean, you clearly have Lots
21 14 through 17 that are fronting --

22 CHAIRMAN AIZENSTAT: Yes.

23 MR. BEHAR: -- San Amaro, and always the
24 narrow part of the lot is the front of the lot,
25 so those are clearly there. 13 still is in

1 composition of the entire site, but again, it's
2 privately owned.

3 MR. FLANAGAN: All right, so then what
4 we're doing is taking 13 and 14 from the B
5 Frontage to the A Frontage?

6 MR. BEHAR: And part of 13, you're using it
7 for -- using it for that structure.

8 MR. FLANAGAN: But isn't 14 already
9 Frontage B, since that lot fronts onto San
10 Amaro?

11 MR. GUILFORD: Well, that's the problem,
12 is, since we're fronting two streets, what the
13 argument has been is to say, okay, the whole
14 property is going to either be governed by A or
15 it's going to be governed by B, not just one
16 lot. So what we have is a frontage -- if you
17 say this piece of property in the yellow --

18 MR. FLANAGAN: Right.

19 MR. GUILFORD: -- is Frontage A, it governs
20 the entire property, and that's the reason we
21 wanted to clarify that.

22 MR. BEHAR: To me, it makes, I mean, more
23 sense that, since the majority of the lot and
24 the narrow part of the lot are fronting the B
25 Frontage, I mean, it's clearly -- because

1 that's -- The narrow part of the lot is always
2 the front.

3 MR. GUILFORD: Right, and actually, if you
4 go in the Zoning Code, the way this property
5 was originally zoned was residential, and you
6 go to the definition, by definition, the
7 frontage is San Amaro.

8 CHAIRMAN AIZENSTAT: That's the address?

9 MR. GUILFORD: No, but that's the frontage,
10 by the definition in the Zoning Code.

11 MR. BEHAR: Because the narrow part of the
12 lot is the front.

13 MR. GUILFORD: Because it's the narrow part
14 of the lot. So essentially --

15 MR. FLANAGAN: Of 14 through 17.

16 MR. BEHAR: Correct.

17 MR. GUILFORD: Right.

18 MR. FLANAGAN: And that's what I'm saying.
19 I understand that the property as a whole, all
20 of the platted parcels, we look at that as one
21 buildable lot.

22 MR. GUILFORD: Right.

23 MR. FLANAGAN: But when we're taking 13 and
24 14 from A to B, I'm only questioning, since 14
25 itself, while it's a corner lot, it has

1 frontage under the definition of the City
2 Zoning Code on San Amaro, so therefore, I
3 thought 14 is already UCD B, because that
4 parcel itself fronts on San Amaro, because
5 that's the short side. 13, fronting on Mataro,
6 would be A, and you want to take to it B, got
7 it, but then what about 18?

8 MR. BEHAR: No, that only applies to the
9 University.

10 MR. RIEL: 18 is internal to the campus.
11 Therefore, there's no setbacks. Again --

12 MR. BEHAR: But you're right on 13 and 14.
13 14 is -- you know, is fronting B.

14 MR. FLANAGAN: Not that it makes a
15 difference, because you're going to make it B,
16 but I just -- as I was trying to analyze this,
17 I thought 14 was already B, because that's --
18 Lot 14?

19 MR. GUILFORD: Technically, it's both, the
20 way I --

21 MR. FLANAGAN: How?

22 MR. GUILFORD: Because right now, the way
23 it says is, Frontage A goes from Red all the
24 way to Mataro.

25 MR. FLANAGAN: But it says for lots that

1 front on San Amaro or front on Mataro.

2 MR. BEHAR: That line should have stopped
3 at the end of 13.

4 MR. RIEL: Understand, the way the
5 definition of Frontage A -- Don't think of
6 frontage. The way it's defined is from Red
7 Road to San Amaro. That's how it's defined.
8 It doesn't say --

9 MR. GUILFORD: For the narrow lots.

10 MR. RIEL: Right. It doesn't have anything
11 to do with the narrow lots or anything. That's
12 how it's defined, and that's how the definition
13 was written.

14 MR. FLANAGAN: All right. We're going to
15 get to the same point, but it just --

16 MR. GUILFORD: Correct.

17 MR. FLANAGAN: -- I can't take off my legal
18 analysis, that if you're using the word
19 frontage within the UCD District, the word
20 frontage has a definition. It has a specific
21 meaning within the City Zoning Code --

22 MR. GUILFORD: Right.

23 MR. FLANAGAN: -- and that specific meaning
24 is that the narrow side of the lot determines
25 the frontage. So, therefore, if we have an

1 alleged conflict between A and B, you would
2 take the lot frontage, the short side, so that
3 14 is technically, I think, already in B.
4 We're getting to the same point. I'm just --

5 MR. BEHAR: You're right. I'm not an
6 attorney, but I'm looking at it from the legal
7 side; this is right.

8 MR. LEEN: I've not been asked to interpret
9 this provision. I see what you're saying,
10 though. I think that it does use the word
11 frontage with a small f, and it says University
12 Campus District Frontage A, by definition,
13 means land within the UCD which has frontage
14 on --

15 MR. FLANAGAN: Right.

16 MR. LEEN: -- the following road segments.
17 So, if it doesn't have frontage on it, you
18 would think it wouldn't apply. Regardless,
19 this needs to be resolved, because they have
20 to -- they have to be one or the other, so --
21 and that's what this Board has to recommend.

22 MR. BEHAR: If Lot 13 was not part of this
23 property, where would the frontage be?

24 MR. LEEN: Say that again.

25 MR. BEHAR: If Lot 13 --

1 MR. RIEL: A.

2 MR. LEEN: A.

3 MR. RIEL: A.

4 MR. LEEN: My view would be, it would be A,
5 yes. The more interesting question would be
6 14.

7 MR. SALMAN: Uh-huh.

8 CHAIRMAN AIZENSTAT: Is there one folio
9 number for this property?

10 MR. GUILFORD: Yes, I'm pretty sure. I
11 need to check with the applicant.

12 MR. PRATT: Yes.

13 MR. GUILFORD: One.

14 CHAIRMAN AIZENSTAT: There is one folio
15 number.

16 MR. GUILFORD: Correct.

17 CHAIRMAN AIZENSTAT: You don't have
18 separate properties?

19 MR. PRATT: No. It's one parcel. It's --

20 MR. SALMAN: It's under a unity of title?

21 MR. PRATT: Yes.

22 MR. SALMAN: Okay. So the narrow end of
23 that one titled piece is actually on Mataro?

24 MR. PRATT: Right.

25 For clarification, the 75 feet only applies

1 to the parking.

2 MR. GUILFORD: Okay.

3 (Inaudible comments)

4 MR. GUILFORD: Front setback.

5 MR. PRATT: Yes.

6 MR. GUILFORD: Yeah.

7 MR. GRABIEL: What's the proposed height of
8 the building?

9 MR. GUILFORD: 44 feet.

10 MR. GRABIEL: 44?

11 MR. PRATT: Yes.

12 MR. GRABIEL: So it's under the 45 feet?

13 MR. PRATT: Yes.

14 MR. GRABIEL: My concern is that under
15 Frontage B, you could build up to 65 feet, and
16 I assume that all the other buildings on the
17 Village are within the 45 feet.

18 MR. PRATT: No, actually --

19 MR. GUILFORD: I think they're taller.
20 They actually have four stories, so it would
21 be --

22 MR. GRABIEL: But all the San Amaro
23 buildings would be within -- of that frontage
24 would be limited to the 45 feet?

25 MR. PRATT: No, actually, there's taller

1 buildings on San Amaro.

2 MR. GRABIEL: Oh, okay.

3 (Simultaneous comments among Board members)

4 MR. BEHAR: That's more than 45 feet.

5 MR. PRATT: And immediately adjacent to the
6 south on Corniche --

7 MR. GRABIEL: Well, that makes me even more
8 worried.

9 MR. PRATT: There's a five-story building.

10 MR. GRABIEL: So what's stopping the
11 applicant to come in and then build a
12 65-foot-high building in that corner if we
13 change the zoning? Nothing.

14 MR. PRATT: Well, really, there wouldn't be
15 any -- I'm sorry, Glenn Pratt, Bellin and
16 Pratt, Architects, 285 --

17 MR. GRABIEL: I understand, but tomorrow --
18 When they did this building, it was only two
19 stories and nobody thought about it. There's
20 single-family homes across the street, and by
21 making this change, you could build a
22 65-foot-high --

23 MR. PRATT: No, really, the only thing that
24 it affects is the -- is not the height at all.
25 It's really the parking requirement in back,

1 again, because both setbacks, for the A
2 Frontage and the B Frontage, are 25 feet from
3 the property line, which our proposal meets,
4 and actually we exceed on the Mataro side.

5 Again, both building heights are
6 essentially the same, both building maximum --
7 well, the B frontage allows you for a taller
8 building.

9 MR. GRABIEL: But in theory, I mean, they
10 could build a 65 --

11 MR. RIEL: Correct.

12 MR. BEHAR: You could do that. You're
13 correct.

14 MR. GRABIEL: And I think -- I remember the
15 process that the City went through to allow and
16 permit the Village, and the 75-foot setback was
17 because the neighbors complained. I was
18 sitting in this Board when one of the neighbors
19 had taped the music coming from the fraternity
20 houses, and he lived five blocks away, and you
21 could hear the parties. So I think the
22 preservation of the quality of those neighbors
23 to the north is important, and I would worry
24 about making the change if that would, in
25 theory, allow for a building higher than the 44

1 feet that you are suggesting.

2 CHAIRMAN AIZENSTAT: Well, you're tying
3 your design to the site plan --

4 MR. RIEL: No.

5 MR. GUILFORD: No. No. This is --

6 MR. RIEL: The site plan is provided for
7 representational purposes only.

8 MR. GUILFORD: What you have in front of
9 you is what Pike is intending on building, so
10 there isn't going to be a 65 -- you know, down
11 the road, somebody could potentially do it, but
12 what you have in front of you is --

13 You've been to the Board of Architects?

14 MR. PRATT: Yes.

15 MR. GUILFORD: It's already been to the
16 Board of Architects. Construction drawings are
17 being prepared. That -- the building you have
18 in front of you is what is being proposed for
19 this piece of property.

20 CHAIRMAN AIZENSTAT: What stops them from
21 saying, "You know what, let's just do a 65-foot
22 now"?

23 MR. GUILFORD: Parking.

24 (Inaudible comments among Board members)

25 MR. BEHAR: Listen, I'm -- Can we tie

1 something, if we make an approval, to limit the
2 height on that site?

3 MR. LEEN: Well, what they're asking you to
4 do is a text amendment to the Zoning Code. So
5 you would be doing that to the entire UCD
6 frontage. This could be -- This could be
7 addressed a different way, not necessarily
8 through a text amendment to the Zoning Code,
9 and then, yes, you could. You could do that.

10 CHAIRMAN AIZENSTAT: How would that be
11 addressed?

12 MR. LEEN: Well, you would have to address
13 this site specifically in some way, or through
14 variances or things like that.

15 CHAIRMAN AIZENSTAT: That's why I asked --

16 MR. RIEL: Or, I don't know, Craig, could
17 they proffer a restrictive covenant that limits
18 the height on the entire parcel to 45 feet?

19 MR. LEEN: They could proffer a restrictive
20 covenant that limits the parcel on the entire
21 feet -- I mean, the entire --

22 MR. BEHAR: Would you be willing, as the
23 applicant, to proffer that restrictive
24 covenant, that you keep it --

25 MR. GUILFORD: You know, I -- The owner is

1 not here. I cannot speak for the owner, so I
2 cannot proffer that covenant at this time.

3 Again, I repeat what I've said before, is,
4 the building you have in front of you is what
5 is being proposed. Parking drives this.
6 What's interesting, and Glenn said it, is, the
7 75 feet refers to not the building, but the
8 surface parking, and in fact, what's
9 interesting, it deals specifically with surface
10 parking. I could put a garage and not have to
11 worry about the 75 feet.

12 CHAIRMAN AIZENSTAT: Yeah, but --

13 MR. GRABIEL: I'm not talking about that.
14 My concern is --

15 MR. GUILFORD: You're talking about the
16 building.

17 MR. GRABIEL: I'm talking about the height
18 of the building.

19 CHAIRMAN AIZENSTAT: He's talking about the
20 height of the building. He brings a valid
21 point.

22 MR. GUILFORD: Understood, but you have the
23 plans in front of you. I mean, these people
24 are not building another University Village
25 just behind it. They're building a fraternity

1 house that has limited members.

2 MR. SALMAN: Through the Chair, a couple of
3 questions. There was a fraternity house there
4 previously.

5 MR. GUILFORD: Correct.

6 MR. SALMAN: Do you remember what the
7 setback on Mataro was for the original
8 building?

9 MR. PRATT: 25 feet.

10 MR. SALMAN: Was it 25 feet?

11 MR. PRATT: Yes, and also, the -- well, I
12 don't know if you can see from the aerial
13 photograph, the aerial photograph represents
14 the original building that was on there, and it
15 had the surface parking in the same location as
16 where it is now, on what we're proposing,
17 although we've moved --

18 MR. SALMAN: I recall. I just wanted you
19 to say it for the record.

20 MR. PRATT: Yeah, right.

21 MR. SALMAN: The building also was, I
22 believe, three stories at that time?

23 MR. PRATT: Yes.

24 MR. SALMAN: So really, we're not
25 increasing, within the envelope, what was

1 originally there.

2 MR. PRATT: No.

3 MR. GUILFORD: Correct.

4 MR. PRATT: It's a larger building. We're
5 increasing the size, but --

6 MR. BEHAR: You're increasing towards San
7 Amaro, not to the back.

8 MR. SALMAN: You're increasing towards San
9 Amaro and towards Corniche, not necessarily
10 towards San Amaro.

11 MR. PRATT: That's correct.

12 MR. SALMAN: The mass of the building will
13 be no worse than what was there some months
14 ago, prior to demolition.

15 MR. PRATT: Right. Well, hopefully,
16 better.

17 MR. SALMAN: The building was at the end of
18 its service life, so it needed to be replaced.
19 There's no question about that.

20 MR. PRATT: Correct.

21 MR. SALMAN: But again, having been part of
22 that unruly group of crazy residents that, you
23 know, sued the University and all that
24 nonsense, the intent of the buffer zone -- and
25 again, it's not part of this agreement; it's

1 part of an agreement the neighbors have
2 separately and outside of this, but the intent
3 was that it was a green area buffer for the
4 University Village to the single-family
5 residents --

6 MR. GUILFORD: Right.

7 MR. SALMAN: -- which was partially
8 codified here, so that was recorded.

9 MR. GUILFORD: I think it's also important
10 to point out that on Mataro, four of those
11 houses are actually owned by the University of
12 Miami. Two are actually -- I want to say in
13 trust by City National Bank. So, of those, I
14 believe there's 10 houses, only four are owned
15 by individuals.

16 MR. SALMAN: Just out of curiosity, is the
17 corner house one of the University houses?

18 MR. RIEL: Yes.

19 MR. SALMAN: Okay.

20 MR. RIEL: The house on 16, 17 --

21 MR. SALMAN: That makes a difference.

22 MR. RIEL: 16, 17, 18 and 19 are owned by
23 the University.

24 MR. SALMAN: 16, 17, 18 and 19 are owned by
25 the University.

1 CHAIRMAN AIZENSTAT: 16, 17, 18 and 19?

2 MR. RIEL: Yes.

3 CHAIRMAN AIZENSTAT: So those are the
4 houses that are directly impacted?

5 MR. SALMAN: So those are the ones
6 that will be impacted --

7 MR. RIEL: I'm not sure about 19, but I'm
8 sure about 16, 17 and 18.

9 MR. FLANAGAN: So the house on the corner,
10 definitely?

11 MR. RIEL: Absolutely, yes.

12 MR. FLANAGAN: And maybe the house --

13 MR. GUILFORD: The one next to it.

14 MR. RIEL: I have the property records
15 right here.

16 CHAIRMAN AIZENSTAT: 16, 17 and 18, which
17 are the houses that would directly be impacted.

18 MR. FLANAGAN: Well, I think 16, 17 and 18
19 is that one corner house.

20 MR. RIEL: Yeah, the two houses --

21 CHAIRMAN AIZENSTAT: Right.

22 MR. RIEL: The two houses are definitely
23 University.

24 MR. SALMAN: So, basically --

25 MR. BEHAR: I -- I'm ready to make a motion

1 for approval. Mr. Chair, I'm ready to make a
2 motion to for approval.

3 CHAIRMAN AIZENSTAT: If you'd like to make
4 a motion, please do.

5 MR. BEHAR: I make a motion to approve.

6 CHAIRMAN AIZENSTAT: As is?

7 MR. BEHAR: Yes.

8 CHAIRMAN AIZENSTAT: Is there a second?

9 MR. FLANAGAN: Second.

10 CHAIRMAN AIZENSTAT: There's a second. Any
11 comments?

12 MR. GRABIEL: I still worry about the 65
13 foot. It's -- I remember the damage that was
14 created by this whole Village and how all the
15 neighbors, not just the ones across the street
16 from Mataro, but everybody else living north of
17 that, and the complaints and the problems that
18 they brought, and I worry about -- I don't have
19 a problem with the building the way it is. I
20 don't have a problem with it being at 44 feet.
21 I'm concerned with the potential of it ever
22 being a building of 65 foot, which is what
23 we're allowing if we accept it the way it is.

24 CHAIRMAN AIZENSTAT: That's why --

25 MR. BEHAR: Do you want to make an

1 amendment to the motion? I'll welcome it if
2 it's --

3 MR. GRABIEL: Mr. City Attorney, how would
4 you --

5 CHAIRMAN AIZENSTAT: By us making the
6 amendment to limit the height, wouldn't the
7 applicant have to agree, which he has stated he
8 could not agree at this time because the owner
9 is not here?

10 MR. LEEN: Well, you could --

11 MR. GUILFORD: It also affects -- If you
12 change the definition of B to 45 feet, you're
13 not just affecting this piece of property.
14 You're also affecting the property owned by the
15 University.

16 MR. LEEN: You could recommend --

17 CHAIRMAN AIZENSTAT: It's not spot
18 zoning -- Is it spot zoning, if you only do it
19 on this one?

20 MR. LEEN: There's different ways to
21 approach the issue.

22 MR. RIEL: Right. There is.

23 MR. LEEN: It doesn't have to be approached
24 this way. You could recommend that you agree
25 in principle that it should be governed by

1 Frontage A, but that there should be -- pardon
2 me, B -- but that City Staff needs to look at
3 the matter again to see if there's a way to
4 limit the height, because you're concerned that
5 it's also on Frontage A. So that is a
6 legitimate concern. There is a statement in
7 the Zoning Code about the height and, you know,
8 then they can consider -- they can talk to the
9 owner and consider whether they'd be willing to
10 make a proffer like that.

11 Your concern about the height is
12 legitimate. That is a basis to deny the
13 request, so --

14 CHAIRMAN AIZENSTAT: I have the same
15 concern that Julio has.

16 MR. FLANAGAN: May I ask a question? And I
17 do have a concern, but how high is the
18 dormitory immediately to the south of the
19 property?

20 MR. PRATT: They are four and five-story.
21 Actually, the dormitory is -- the University
22 Village is four-story and the parking structure
23 is five.

24 MR. FLANAGAN: But I think there's --

25 CHAIRMAN AIZENSTAT: But they maintain the

1 buffer.

2 MR. BEHAR: You're probably within the same
3 45 feet.

4 MR. PRATT: Yes.

5 MR. GUILFORD: They are.

6 MR. PRATT: Well --

7 MR. BEHAR: Four stories is not very tall.

8 MR. FLANAGAN: The dormitory immediately to
9 the south --

10 MR. GUILFORD: It's two stories and steps
11 back to three stories within probably the first
12 50 feet of the property.

13 MR. FLANAGAN: On the south side of
14 Corniche?

15 MR. GUILFORD: Whatever the first one is,
16 yeah.

17 MR. GRABIEL: Corniche.

18 MR. LEEN: Mr. Chair, if I may give an
19 example, you could -- instead of doing this,
20 another possible example would be to adopt a
21 provision in the Code that addresses properties
22 that are on two frontages and how those can be
23 addressed and perhaps certain conditions that
24 could be put on them. There's many ways to
25 address this particular concern.

1 MR. RIEL: Another way is, you could adopt
2 a new frontage called Frontage F, and assign it
3 to --

4 MR. LEEN: Exactly.

5 MR. RIEL: -- those two sides there, and
6 limit the height to 45 feet. That's an
7 alternative.

8 CHAIRMAN AIZENSTAT: Exactly.

9 MR. LEEN: So I guess what I'm saying is,
10 if the Board wants to -- is okay with Frontage
11 B, but wants a lower height, there's ways to
12 direct Staff to prepare something like that.

13 CHAIRMAN AIZENSTAT: How does the Board
14 feel?

15 MR. GRABIEL: I would feel more comfortable
16 with limiting to 45 feet. Again --

17 MR. BEHAR: I'm okay. I agree with you.
18 I'm okay doing that. You know, you've got a
19 Frontage of B, but you limit the height to 45
20 feet. Their building is proposed under the 45
21 feet, anyway. So I will withdraw my motion if
22 we could find a consensus to do something like
23 that.

24 CHAIRMAN AIZENSTAT: But then wouldn't that
25 have to come before us, as opposed to us

1 drafting it now?

2 MR. SALMAN: I would say that we defer
3 pending some sort of a drafting based on this
4 discussion.

5 MR. GUILFORD: That's fine. I mean, I
6 think Mr. Riel has -- We'll just create a
7 Frontage F, and it will just be this piece of
8 property.

9 MR. RIEL: I mean, I think Staff's
10 preference is --

11 MR. SALMAN: It's not owned by the
12 University, so it's technically not governed by
13 this agreement, anyway.

14 MR. GUILFORD: Right.

15 MR. SALMAN: But it's within the district
16 of the University's control, so it is governed.
17 So there's a dichotomy there. What we proffer
18 by creating a separate Frontage F for these
19 parcels would actually solve that problem, and
20 I would proffer, as well, that we think about
21 keeping that 25-foot frontage on both sides and
22 formalizing that, because if you take it as a
23 frontage on one side, you have a less frontage
24 on the side lot, and that's what I don't want
25 to see. I think the design -- if it were to go

1 forward, it's going to be a very nice design.
2 They've done a lot of work to step back the
3 design from the corner, to make that transition
4 from the higher density housing of University
5 Village down to the single-family homes.

6 CHAIRMAN AIZENSTAT: I agree.

7 MR. SALMAN: It's about one of logical
8 transition as you drive down San Amaro, that
9 you're not faced with that dichotomy, and I
10 think that's your point, Julio.

11 So I would like to approve it under those
12 circumstances, having it before us in a cogent
13 fashion, rather than --

14 CHAIRMAN AIZENSTAT: Correct.

15 MR. SALMAN: -- having to piecemeal it here
16 and then suffer the unintended consequences of
17 what we do.

18 CHAIRMAN AIZENSTAT: So what you're saying
19 is --

20 MR. SALMAN: I would make a motion to
21 defer.

22 CHAIRMAN AIZENSTAT: Okay. Would you --
23 Before we do that, would you remove your --

24 MR. BEHAR: I will retract my motion.

25 Will you retract your second?

1 MR. FLANAGAN: Yes.

2 MR. BEHAR: Okay.

3 CHAIRMAN AIZENSTAT: Eric?

4 MR. RIEL: So I guess I would suggest,
5 then, the Board is deferring the item to allow
6 Staff to go back and determine the appropriate
7 means to --

8 CHAIRMAN AIZENSTAT: Right.

9 MR. RIEL: -- mirror the Frontage B
10 provisions for the parcel with the provision
11 that limits the height to 45 feet, whatever
12 manner that would be, creating a new Frontage
13 F, or some other means, subject to the City
14 Attorney's review and Staff's review.

15 CHAIRMAN AIZENSTAT: That is correct.

16 MR. SALMAN: That's my motion.

17 CHAIRMAN AIZENSTAT: Does everybody agree?

18 MR. BEHAR: Does everybody agree?

19 CHAIRMAN AIZENSTAT: Do we need a motion
20 for that or just a deferral?

21 MR. RIEL: Yes. A motion, yes, absolutely.

22 MR. SALMAN: So that was my motion, was to
23 defer.

24 MR. BEHAR: I'll second that one.

25 MR. LEEN: Defer with those instructions?

1 MR. BEHAR: For Staff to go back.

2 CHAIRMAN AIZENSTAT: With what Eric said.

3 MR. FLANAGAN: Is the applicant okay with
4 that?

5 CHAIRMAN AIZENSTAT: That's correct.

6 Is the applicant okay?

7 MR. GUILFORD: Yeah, that's fine. That's
8 fine. I think, you know --

9 MR. BEHAR: What's the difference between
10 doing that and proffering a 45-foot height
11 limitation?

12 MR. SALMAN: He can't, because --

13 MR. GUILFORD: I can't, because my client's
14 not here.

15 CHAIRMAN AIZENSTAT: Yeah. He has no
16 control over that.

17 MR. BEHAR: So, then, Staff will limit
18 you --

19 MR. GUILFORD: You know, the truth of the
20 matter is, I don't think they would object to
21 it, but I just --

22 CHAIRMAN AIZENSTAT: I understand.

23 MR. GUILFORD: I just can't do it if
24 they're not here.

25 MR. SALMAN: We understand.

1 CHAIRMAN AIZENSTAT: We have a motion. We
2 have a second.

3 Any comments?

4 No?

5 Call the roll, please.

6 MS. MENENDEZ: Javier Salman?

7 MR. SALMAN: Yes.

8 MS. MENENDEZ: Robert Behar?

9 MR. BEHAR: Yes.

10 MS. MENENDEZ: Jeff Flanagan?

11 MR. FLANAGAN: Yes.

12 MS. MENENDEZ: Julio Grabiell?

13 MR. GRABIEL: Yes.

14 MS. MENENDEZ: Eibi Aizenstat?

15 CHAIRMAN AIZENSTAT: Yes.

16 MR. RIEL: And just for a matter of record,
17 so -- we will advertise, but we will not be
18 sending out a notice. The deferral is to the
19 June 12th meeting.

20 CHAIRMAN AIZENSTAT: This is for the June
21 12th meeting?

22 MR. RIEL: Correct.

23 MR. GUILFORD: Thank you all very much.

24 CHAIRMAN AIZENSTAT: Thank you. Thank you
25 for coming.

1 Eric, is there anything else that --

2 MR. RIEL: No, Mr. Chair.

3 CHAIRMAN AIZENSTAT: -- we need to discuss
4 or anything like that?

5 MR. RIEL: That's it.

6 CHAIRMAN AIZENSTAT: That's it? That's a
7 short meeting. Well, we're adjourned.

8 MR. SALMAN: Before we leave --

9 CHAIRMAN AIZENSTAT: Yes?

10 MR. SALMAN: Before we leave, through the
11 Chair, I want to say how happy I have been to
12 have served this Board. I think that every one
13 of us here is currently termed out and that
14 there's going to be a new Board sitting here at
15 the next meeting, very possibly, and I want to
16 thank City Staff for the wonderful work that
17 they've done. And that was it, just before we
18 adjourn.

19 MR. BEHAR: And I want to say the same.
20 I've been very -- It's been an honor to serve
21 with you guys for the last eight years. I've
22 enjoyed it. Staff, you've done a fantastic
23 job. And I see, you know, a new page
24 overturning, and for those of you that are
25 staying, best of luck. Thank you.

1 CHAIRMAN AIZENSTAT: That met silence from
2 everybody. Okay, we're adjourned.

3 (Thereupon, the hearing was adjourned at
4 6:53 p.m.)

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C E R T I F I C A T E

STATE OF FLORIDA:

SS.

COUNTY OF MIAMI-DADE:

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

DATED this 14th day of May, 2013.

(SIGNED COPY ON FILE)

JOAN L. BAILEY, RDR, FPR

Notary Commission Number EE 083192
Expiration June 14, 2015.