

Excerpt of 05 08 13 Planning & Zoning  
Board Meeting Minutes

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 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 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 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 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 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 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 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 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 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.