

MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

COMMITTEE MEMORANDUM

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager



DATE: June 12, 2019

SUBJECT: **Discussion Regarding Proposed Historic Designation of International Inn at 2301 Normandy Drive**

HISTORY

On July 25, 2018, at the request of Commissioner Ricky Arriola, the City Commission referred the subject item to the Land Use and Development Committee for discussion (item C4K). On September 28, 2018 the Land Use Committee deferred the item to October 31, 2018; the item was then deferred to February 20, 2019. At the February 20, 2019 meeting, the item was deferred to the April 3, 2019 meeting. At the April 3, 2019 meeting, the Committee deferred the discussion to the May 22, 2019 meeting. At the May meeting, the item was deferred to the June 12, 2019 meeting.

HISTORIC PRESERVATION BOARD ACTION

On May 9, 2017, the Historic Preservation Board adopted a motion requesting that the Planning Department prepare a preliminary evaluation and recommendation report relative to the possible designation of the property located at 2301 Normandy Drive as a local historic site. On October 10, 2017, the Historic Preservation Board reviewed a preliminary evaluation and recommendation report relative to the possible designation of the International Inn historic site located at 2301 Normandy Drive and directed staff to prepare a formal designation report for the International Inn historic site.

Pursuant to Section 118-591 of the City Code, on October 12, 2017 the City Commission was advised of the action of the Historic Preservation Board via LTC 488-2017. No action was taken by the City Commission to modify the proposed designation; therefore, the request for designation moved forward as proposed by the Board.

On June 11, 2018, the Historic Preservation Board continued the proposed historic designation to a date certain of July 10, 2018, at the request of the property owner. On July 10, 2018, the Historic Preservation Board continued the proposed historic designation to a date certain of September 17, 2018. On September 17, 2018, the Planning Department presented the formal designation report for the proposed International Inn Historic Site and the Board continued the matter to a date certain of January 8, 2019.

On January 8, 2019, the Planning Department presented supplemental information regarding the public interior of the proposed International Inn Historic Site and the Board

continued the review of the Historic Designation Report to a date certain of March 11, 2019. On March 11, 2019, the Board discussed the application and continued the matter to the June 10, 2019 meeting. On June 10, 2019, the Board recommended in favor of the proposed designation.

PLANNING AND HISTORIC PRESERVATION ANALYSIS

At the request of the Historic Preservation Board (HPB), the Planning Department filed an application for the proposed Historic Site Designation of the International Inn located at 2301 Normandy Drive. As noted above, the HPB has recommended that the designation of the historic site move forward. The property owner has studied redevelopment options for the subject site and has submitted a draft development agreement for review by the City Attorney, which includes a proposal for certain amendments to the Land Development Regulations; the following is a brief summary of the requested amendments (the "Proposed Amendments"):

1. Allowing for hotel as a main permitted use with accessory uses, for properties within the RM-1 located north of Normandy Drive that have a lot area greater than 30,000 square feet and are designated as local historic sites. Currently hotels are a prohibited use in the RM-1 zoning district.
2. Increase in allowable building height from 55'-0" to 80'-0".
3. A reduction in minimum parking requirements.
4. The elimination of required distance separation for establishments selling or offering alcoholic beverages for consumption on premises.

Pursuant to the draft development agreement, if the proposed amendments are adopted, the property owner would agree to voluntarily consent to and support the designation of the International Inn as an individual local historic site. The property owner has expressed a desire to have the historic site designation coincide with the review of the proposed amendments.

It is important to note that the recommendation of the HPB in favor of historic site designation is not final and does not, on its own, result in the final designation of the property as an historic site. Subsequent to the recommendation of the HPB, an application for an ordinance amendment will now be submitted to the Planning Board for review and a recommendation to the City Commission. Once this ordinance is transmitted to the City Commission, two separate readings will be required before the Commission.

It is the intention of staff to schedule the Planning Board hearing for the designation ordinance to coincide with the aforementioned proposed development agreement and LDR amendments. Designation would only become final after City Commission approval on second reading of the proposed historic site designation.

Drafts of the proposed development agreement and proposed amendments are attached to this memorandum.

CONCLUSION

The Administration recommends that the Land Use and Development Committee endorse the draft Development Agreement and proposed amendments to the Land Development Regulations. It is further recommended that the items be transmitted to the full City Commission for referral to the Planning Board.

JLM/SMT/TRM/DJT

M:\\$CMB\CCUPDATES\Land Use and Development Committee\2019\May 22, 2019\Historic Designation of International Inn - MEMO May 22 2019 LUDC.docx

LUDC draft
6/12/2019

This instrument was prepared by (record and return to):

Alexander I. Tachmes, Esq
Shutts & Bowen LLP
200 S. Biscayne Boulevard, Suite 4100
Miami, Florida 33131

(Space reserved for Clerk)

Folio No. 02-3210-011-0620

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____ 2019, by and among the CITY OF MIAMI BEACH, a Florida municipal corporation (the "City"), and TSAY INTERNATIONAL, INC., a Florida corporation (the "Owner"). Hereinafter, City and Owner are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Owner is the owner of the property that is the subject of this Agreement, the legal description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"), and which currently has an address of 2301 Normandy Drive, Miami Beach, Florida;

WHEREAS, the Property has historically been developed and utilized for hotel use, and its current name is the "International Inn";

WHEREAS, on May 9, 2017, the City's Historic Preservation Board ("HPB") directed the City's Planning Department to prepare a Preliminary Evaluation and Recommendation Report ("Preliminary Designation Report") relative to the possible designation of the Property as an individual local historic site in accordance with Sections 118-591 through 118-593 of the Land Development Regulations of the City's Code of Ordinances (the "Code");

WHEREAS, on October 10, 2017, the HPB reviewed the Preliminary Designation Report and directed the City's Planning Department to prepare a Formal Designation Report for the Property;

WHEREAS, on September 17, 2018, the Planning Department presented the Formal Designation Report to the HPB, and the HPB has subsequently continued the matter to provide the Parties with the opportunity to discuss the terms of this Agreement;

WHEREAS, the Parties acknowledge that the designation of the Property as an individual local historic site in accordance with the Code will have significant implications on the future redevelopment of the Property;

WHEREAS, the Owner has clearly expressed its opposition to the designation of its Property as an individual local historic site without certain amendments to the City's Code, Land Development Regulations, and Comprehensive Plan first being adopted that would allow for the use of the Property as a legal conforming hotel and the ability to redevelop certain portions of the Property, as more fully provided herein;

WHEREAS, prior to proceeding further with the designation process, the City wishes to obtain from the Owner, and Owner is willing to grant, its voluntary consent to the designation of the Property as an individual local historic site, conditioned upon the terms and obligations of this Agreement first being satisfied as provided herein;

WHEREAS, this Agreement, among other things, is intended to and shall constitute a development agreement between the Parties pursuant to Sections 163.3220 through 163.3243, Florida Statutes, the "Florida Local Government Development Agreement Act" and Section 118-4 of the City's Code; and

WHEREAS, having fully considered this Agreement at two duly noticed public hearings in compliance with Section 163.3225 of the Act; having determined that this Agreement is in compliance with the City's Comprehensive Plan and Land Development Regulations as of the Effective Date; and having further determined that it is in the City's best interest to address the issues covered by this Agreement in a comprehensive manner, in compliance with all applicable laws, ordinances, plans, rules and regulations of the City, the City has agreed to enter into this Agreement with the Owner.

All capitalized terms used in the recitals are defined in Section 4 or elsewhere in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Authority and Purpose. This Agreement is entered into pursuant to the authority and procedures provided by the Act, and the Parties intend for this Agreement to be construed and implemented so as to effectuate the purpose and intent of the Act.

3. Mutual Consideration. The Parties agree that the consideration and obligations recited and provided for under this Agreement collectively constitute substantial benefits to both Parties and are, therefore, adequate consideration for this Agreement.

4. Definitions. All capitalized terms in this Agreement shall have the definitions set forth in this Section unless such terms are defined elsewhere in the body of this Agreement.

a. "Act" shall mean the Florida Local Government Development Agreement Act (Sections 163.3220 - 163.3243, Florida Statutes (2018)).

b. "Comprehensive Plan" shall mean the comprehensive plan which the City has adopted and implemented for the redevelopment and continuing development of the City pursuant to Chapter 163 Part II, of the Florida Statutes.

c. "Development Order" means any order granting, denying, or granting with conditions an application for a Development Permit.

d. "Development Permit" shall have the meaning set forth in Section 163.3221(5), Florida Statutes (2018).

e. "Effective Date" is the date when the City records the executed Agreement in the Public Records of Miami-Dade County, as provided in Section 163.3239, Florida Statutes (2018), and Section 12 of this Agreement.

f. "Execution Date" is the date the last of the required Parties executes this Agreement.

g. "Land Development Regulations" shall have the meaning set forth in Section 163.3221(8), Florida Statutes (2018) and shall also include, without limitation, the definition of "land development regulations" in Section 114-1 of the City Code.

5. Proposed Amendments. The Parties acknowledge the importance of preserving and protecting historic hotels, the use of which may no longer be permitted in certain areas of the City under the applicable provisions of the Land Development Regulations. In order to incentivize the preservation and protection of such historic hotels, certain amendments to the City's Code, Land Development Regulations, and Comprehensive Plan are necessary. The proposed amendments, which are specifically described in Exhibit "B" attached hereto and made a part hereof, will generally allow hotel and hotel accessory uses within existing historic hotels to be considered permitted uses in the RM-1 residential multifamily, low density district in certain limited circumstances under both the Land Development Regulations and Comprehensive Plan, and also provide for certain other amendments that will enable such hotels to (i)

expand, including accessory uses, (ii) develop new structures with greater maximum building height, (iii) remove existing parking spaces, and (iv) eliminate parking requirements for new structures (collectively, the "Proposed Amendments").

Based upon the foregoing, and concurrent with the adoption and execution of this Agreement, the Parties hereby agree that the City shall promptly initiate and diligently process the Proposed Amendments. Unless and until the Proposed Amendments are adopted and are deemed to be final, non-appealable, and not otherwise subject to challenge in any judicial, administrative or other proceedings (the "Final Amendments"), the City agrees not to proceed further with any public hearing concerning the designation of the Property as an individual local historic site. As provided in Section 7 below, however, in the event that the Proposed Amendments do not become Final Amendments on or before a date that is twelve (12) months from the Effective Date of this Agreement (the "Outside Date"), unless extended by mutual written agreement of the Parties, this Agreement shall terminate and the Parties shall have no further obligations hereunder.

6. Designation of the Property as Local Historic Site. Upon adoption of the Proposed Amendments and the Parties agreeing that the Proposed Amendments are Final Amendments, the City shall notify the Owner in writing confirming same. Upon receipt of this written confirmation from the City, the Owner hereby agrees to voluntarily consent and support the designation of the Property as an individual local historic site in accordance with the Code, subject to the reservation of rights provided in Section 7 below.

7. Reservation of Rights. The Parties acknowledge and agree as follows:

a. In the event that the Proposed Amendments do not become Final Amendments by the Outside Date, this Agreement shall terminate and the Parties shall have no further obligations hereunder. Upon termination of this Agreement, the City may choose to proceed with the designation of the Property as an individual local historic site, and the Owner hereby reserves all rights to object or otherwise contest said designation; and

b. In the event that the City modifies the language of the Proposed Amendments, and such modified language is then adopted and such amendments become Final Amendments by the Outside Date, the Owner shall have the sole and absolute discretion to either accept the Final Amendments, as modified, or terminate this Agreement and reserve all rights to object or otherwise contest the designation of the Property as an individual local historic site; and

8. Permitted Uses and Height. Upon the effectiveness of the Final Amendments, such development regulations shall govern the redevelopment of the Property throughout the term of this Agreement, so that the Parties have certainty with respect to said redevelopment. Notwithstanding subsequent amendments to the Code, Land Development Regulations, and Comprehensive Plan, the Property shall be subject to the following provisions as more fully provided in Exhibit "B":

a. Hotels, apartments, apartment hotels, and suite hotels shall be permitted, plus all accessory uses that are customarily associated with the operation of a hotel, including but not limited to, bars, restaurants, and accessory outdoor bar counters;

b. Conditional uses shall be permitted for accessory outdoor entertainment, accessory neighborhood impact establishment, and accessory open air entertainment establishment;

c. The permitted height of any new structures in connection with the redevelopment on the Property shall be eighty (80) feet;

d. There shall be no parking requirement for hotel units and accessory uses. Further, all existing parking spaces may be removed and no fee in lieu payment shall be required for the removal of existing parking spaces in connection with the redevelopment of the Property; and

e. The Property and the uses thereon, including bars and restaurants, shall be exempt from distance separation requirements, including but not limited to, from educational facilities, places of worship, other alcoholic beverage establishments and other uses.

Nothing herein shall prohibit the applicability of subsequent amendments to the Code, Land Development Regulations, and/or Comprehensive Plan that would expand the uses and/or increase the intensity of redevelopment permitted on the Property, including amendments to the aforementioned development standards.

9. Intended Redevelopment Plan. Assuming the Owner desires to continue to operate a hotel on-site and in order to ensure the continued viability of the historic hotel structure on the Property upon designation as an individual local historic site, the Owner and/or its successors and assigns may redevelop certain portions of the Property with additional improvements and uses to complement the existing historic hotel structure. As provided above, the maximum height for such redevelopment shall be governed by this Agreement, including the Final Amendments provided herein, the Land Development Regulations, and the Comprehensive Plan. A conceptual massing study prepared by Shulman + Associates is attached hereto as Exhibit "C", which reflects an 8-story tower on the northern portion of the Property (the "Massing Study"). Owner agrees that the 2-story lobby at the southern portion of the Property will be restored at the time of the overall renovation of the Property in accordance with the preservation standards set forth by the Secretary of the Interior, and City staff conceptually supports the 8-story tower on the northern portion of the Property as reflected in the Massing Study. Notwithstanding the above, the Parties acknowledge that the Owner will be required to obtain a Certificate of Appropriateness from the HPB for the redevelopment of the Property in accordance with the City's Code and Land Development Regulations.

10. Cooperation; Expedited Permitting; and Time of Essence. The Parties agree to cooperate with each other to the fullest extent practicable pursuant to the terms and conditions of this Agreement. The Parties agree that time is of the essence for each and every provision hereof. The City shall use its best efforts to expedite the review and approval process of the Proposed Amendments and future applications regarding the redevelopment of the Property, including all applications necessary to proceed with the construction of the uses and improvements contemplated under the Intended Development Plan.

Notwithstanding the foregoing, the Parties acknowledge that this Agreement is not and shall not be construed as a Development Permit, approval or authorization to commence any development, fill, or other land modification, and the City shall not be obligated to issue any approval, including a Development Permit, to the extent that the application does not comply with this Agreement, the Land Development Regulations, the Comprehensive Plan, any applicable building codes, or any other applicable laws, rules, or regulations.

11. Police Power.

a. The Parties hereto recognize and agree that certain provisions of this Agreement require the City and its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and municipal ordinances, in the exercise of the City's jurisdiction under the police power. Nothing contained in this Agreement shall entitle the Owner to compel the City to provide any governmental approvals under its police power save and except to timely process future applications regarding the redevelopment of the Property.

b. The Parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public. Nothing in this Agreement shall be construed to prohibit the City from duly acting under its police power to approve, approve with conditions, or reject any public hearing application dealing with the Property.

12. Consistency with the City's Comprehensive Plan. The City has adopted and implemented the Comprehensive Plan. The City hereby finds and declares that the provisions of this Agreement dealing with the Property are consistent with the City's Comprehensive Plan and Land Development Regulations (subject to all applicable requirements, permits and approvals).

13. Effective Date; Recordation.

Within fourteen (14) days following approval at two public hearings and execution by all Parties, the City shall record the Agreement in the Public Records of Miami-Dade County, upon which the Agreement will be in effect (the "Effective Date"). The Owner

shall submit a copy of the recorded Agreement to the State of Florida's land planning agency within fourteen (14) days after this Agreement is recorded. The Owner agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this Section.

14. Events of Default; Remedies; and Litigation. In the event of any default by any Party, the non-defaulting Party shall have the right to pursue all remedies available at law and equity, including but not limited to injunctive relief and specific performance. In the event of default by the City subsequent to the designation of the Property as an individual local historic site, the Owner may elect to terminate the Agreement and the designation of the Property as such will automatically be deemed void without any further action by the City. In the event of any litigation between the Parties under this Agreement for a breach thereof, the prevailing Party shall be entitled to reasonable attorney's fees and court costs at all trial and appellate levels. BY ENTERING INTO THIS AGREEMENT THE CITY AND OWNER EXPRESSLY WAIVE ANY RIGHTS EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT. The terms of this Section 13 shall survive the termination of this Agreement.

15. Waiver. No waiver of any right or obligation of either Party shall occur unless the waiver is in writing and signed by both Parties. No failure by the City or Owner to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy available to such Party by reason of the other Party's default hereunder shall constitute a waiver of any such right to insist upon performance or of such default.

16. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at: City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Manager

With a copy to: City of Miami Beach, City Hall
1700 Convention Center Drive
Miami Beach, Florida 33139
Attn: City Attorney

If to Owner at: Tsay International, Inc.
2301 Normandy Drive
Miami Beach, FL 33141
Attn: Belsa Tsay

With a copy to: Alexander I. Tachmes, Esq.
Shutts & Bowen, LLP
200 S. Biscayne Blvd.
Suite 4100
Miami, Florida 33131

Notices shall be deemed given on the date of receipt or refusal to accept receipt.

17. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, without reference to principles of conflicts of laws. The Owner and the City agree that Miami-Dade County, Florida is the appropriate and exclusive state court venue, and that the U.S. District Court, Southern Division of Florida is the appropriate and exclusive federal court venue, in connection with any litigation between the Parties with respect to this Agreement.

18. Construction. Both Parties to this Agreement have participated fully in the negotiation and preparation hereof; and accordingly, this Agreement shall not be more strictly construed against either of the Parties hereto. In construing this Agreement, captions, and section and paragraph headings shall be disregarded and the use of any gender shall include every other and all genders.

19. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

20. Entire Agreement; Modification. This Agreement, together with the documents referenced herein, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein. Neither Party shall be bound by any agreement, condition, warranty nor representation other than as expressly stated in this Agreement. This Agreement may not be changed, altered or modified except by an instrument in writing signed by both Parties hereto, subject to the requirements for the amendment of development agreements in the Act.

21. Binding Effect. The obligations imposed pursuant to this Agreement upon the Owner and upon the Property shall run with and bind the Property as covenants running with the Property and shall be binding upon and enforceable by and against the Parties hereto, their personal representatives, heirs, successors, grantees and assigns for an initial term of thirty (30) years from the Effective Date, after which time it may be extended for a period of ten (10) years after approval by the City at a public hearing, unless an instrument has been recorded agreeing to release, amend, or modify this Agreement in whole, or in part, as provided herein.

22. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any right in any person not a party hereto, and nothing contained in this

instrument shall be construed in any respect to be an agreement in whole or in part for the benefit of any third party, other than the successors and permitted assigns of the Parties hereto.

23. Corporate Obligations. It is expressly understood that this Agreement and the obligations issued hereunder are solely corporate obligations, and that no personal liability will attach to, or is or shall be incurred by, the incorporators, stockholders, officers, directors, elected or appointed officials (including, without limitation, the Mayor and City Commissioner of the City) or employees, as such of Owner or City, and of any successor corporation or any of them, under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom; and that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any of all such rights and claims against, every such incorporator, stockholder, officer, director, elected or appointed official (including, without limitation, the Mayor and City Commissioner of the City) or employee, as such, or under or by reason of the obligations, covenants or agreements contained in this Agreement or implied therefrom are expressly waived and released as a condition of, and as consideration for, the execution of this Agreement.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same agreement.

[SIGNATURE PAGES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

Signed, sealed and delivered
in the presence of:

CITY OF MIAMI BEACH,
a Florida municipal corporation

Print Name: _____

By: _____

Print Name: _____

Name:
Title:

Attest: _____
City Clerk

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by _____, as _____ of the City of Miami Beach, a municipal corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification and who did (did not) take an oath.

NOTARY PUBLIC

Typed or Printed Name of Notary
My Commission expires:
Serial No., if any: _____

TSAY INTERNATIONAL, INC., a Florida corporation

By: _____
Name: Belsa Tsay
Title: President

Print Name: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019 by Belsa Tsay, as President of TSAY INTERNATIONAL, INC., a Florida corporation on behalf of the company. She is personally known to me or has produced _____ as identification and who did/did not take an oath.

NOTARY PUBLIC
Typed or printed Name of Notary
My Commission expires:
Serial No., if any _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 15, 16, 17 and 18, in Block 40, of Miami View Section of Isle of Normandy, Part 3, according to the Plat thereof, as recorded in Plat Book 40, at Page 33, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

PROPOSED AMENDMENTS

Proposed Amendments to Land Development Regulations (LDRs)

Section 142-152 – Purpose.

The RM-1 residential multifamily, low density district is designed for low intensity, low rise, single-family and multiple-family residences. On certain individually designated historic sites as provided herein, hotels, apartment hotels, and suite hotels are authorized. Along Harding Avenue or Collins Avenue, from the city line on the north, to 73rd Street on the south (pursuant to section 142-1105 of this chapter) properties shall be entitled to have suite hotels.

Section 142-152 - Main permitted and prohibited uses.

- (a) The main permitted uses in the RM-1 residential multifamily, low density district are:
- (1) single-family detached dwelling;
 - (2) townhomes;
 - (3) apartments;
 - (4) bed and breakfast inn (pursuant to article V, division 7 of this chapter);
 - (5) properties fronting Harding Avenue or Collins Avenue, from the city line on the north, to 73rd Street on the south (pursuant to section 142-1105 of this chapter) shall be entitled to have hotels, apartment hotels, and suite hotels; and
 - (6) properties located north of Normandy Drive having a lot area of greater than 30,000 square feet, which are individually designated historic sites, and which had a valid business tax receipt, occupational license or its equivalent for hotel use as of the date of the adoption of the ordinance from which this provision is derived (“Normandy Historic Hotel Sites”) shall be entitled to have hotels, apartment hotels, and suite hotels.
- (b) Alcoholic beverage establishments pursuant to the regulations set forth in chapter 6 of the City Code, are prohibited uses, unless otherwise specified. Moreover, all uses not listed as a main permitted or conditional use are also prohibited. Notwithstanding the foregoing, accessory uses that are customarily associated with the operation of a hotel, including but not limited to, bars and restaurants, are permitted as provided in section 142-154 of this chapter.

Section 142-153 – Conditional uses.

- (d) For Normandy Historic Hotel Sites, additional conditional uses are accessory outdoor entertainment establishment; accessory neighborhood impact establishment; and accessory open air entertainment establishment as set forth in article V, division 6 of this chapter.

Section 142-154 - Accessory uses.

The accessory uses in the RM-1 residential multifamily, low density district are as required in article IV, division 2 of this chapter. Additionally, hotels located on Normandy Historic Hotel Sites are permitted to have all accessory uses that are customarily associated with the operation of a hotel, including but not limited to, bars, restaurants, and accessory outdoor bar counters, provided that an accessory outdoor bar counter is only permitted to be utilized during the hours of operation as the bar or restaurant of which it is a part.

Section 142-155. - Development regulations and area requirements.

Minimum Lot Area (Square Feet)	Minimum Lot Width (Feet)	Minimum Unit Size (Square Feet)	Average Unit Size (Square Feet)	Maximum Building Height (Feet)
5,600	50	<p>New construction—550 Non-elderly and elderly low and moderate income housing—400 Workforce housing—400 Rehabilitated buildings—400 Hotel units: 15%: 300—335 85%: 335+ For contributing hotel structures, located within an individual historic site, a local historic district or a national register district, which are renovated in accordance with the Secretary of the Interior Standards and Guidelines for the Rehabilitation of Historic Structures as amended, retaining the existing room configuration and sizes of at least 200 square feet shall be permitted. Additionally, the existing room configurations for the above described hotel structures may be modified to address applicable life-safety and accessibility regulations, provided the 200 square feet minimum unit size is maintained, and provided the maximum occupancy per hotel room does not exceed 4 persons.</p>	<p>New construction—800 Non-elderly and elderly low and moderate income housing—400 Workforce housing—400 Rehabilitated buildings—550</p>	<p>Historic district—40 Flamingo Park Local Historic District—35 (except as provided in section 142-1161) Otherwise—50 For properties outside a local historic district with a ground level consisting of non-habitable parking and/or amenity uses—55 For Normandy Historic Hotel Sites—80 (for new hotel, apartment, apartment hotel and suite hotel structures and additions)</p>

Section 130-32(26) - *Hotel, suites hotel, motel, or motor lodge:*

One space per unit, except as follows:

Properties located within a local historic district or National Register Historic District	
New floor area for hotel rooms, associated with retaining, preserving and restoring a building or structure that is classified as "contributing" as of March 13, 2013, as defined below	.5 spaces per unit, up to a maximum of 100 units and 1
space per unit for all units in excess of 100 units	
Other (e.g., new construction or substantial demolition of contributing building)	1 space per unit
Properties bounded by 62nd Street on the south, 73rd	.5 spaces per unit, up to a maximum of 100 units and 1

Street on the north, Indian Creek on the west and the Atlantic Ocean on the east	
space per unit for all units in excess of 100 units	
Properties located south of Fifth Street and properties zoned residential and located south of 17th Street, west of Alton Court, east of Biscayne Bay and north of 6th Street	1 space per unit
Individually designated local historic sites	
Normandy Historic Hotel Sites as defined in Section 142-152(a)	There shall be no parking requirement for hotel units and accessory uses customary to a hotel, including bars and restaurants, within any new addition (attached or detached). In the event that parking is provided that would have otherwise been required absent this exception, such parking shall be excluded from the calculation of the floor area ratio.
Properties not listed above:	
Hotels, limited by covenant to no restaurants or pools open to the public, no outdoor bar counters, entertainment or special events, and located in a commercial zoning district within 1,000 feet of the boundary of an area that is (1) zoned CD-3 and (2) part of an historic district	.5 spaces per unit, up to a maximum of 100 units and 1 space per unit for all units in excess of 100 units, up to a maximum cap of 150 rooms total
Within 150 feet of a single-family district or RM-1 district, notwithstanding the above	1 space per unit
Other	1 space per unit

Section 130-132 – Fee Calculation.

- (c) *Removal of existing parking spaces in a historic district.* Whenever an existing required parking space is removed or eliminated for any building that existed prior to October 1, 1993, which are located within the architectural district, a contributing building within a local historic district, or any individually designated historic building, a fee in lieu of providing parking shall be required if a replacement parking space is not provided pursuant to section 130-36. Such fee shall be satisfied as set forth in subsection (b), above. In no case shall the removal of parking spaces result in less than one parking space per residential unit or 50 percent of the required parking for commercial uses. This subsection shall not prohibit the removal of grade level parking spaces located within the front, side street or interior side yards of a lot, should those parking spaces be nonconforming. Notwithstanding the foregoing, an owner shall be permitted to remove parking spaces required for a building in the architectural district or a local historic district constructed after October 1, 1993, if a change in said building results in a net reduction of required parking spaces. No fee in lieu of providing parking or the replacement of parking spaces pursuant to section 130-36 shall be required to remove such spaces, unless the number of parking spaces being removed is greater than the net reduction of required parking spaces. Notwithstanding the foregoing, existing parking spaces, whether conforming or nonconforming, may be removed from Normandy Historic Hotel Sites as defined in Section 142-152(a), and no fee in lieu payment shall be required for such removal.

Proposed Amendments to Code of Ordinances

Section 6-4 - Location and use restrictions.

- (d) Notwithstanding any other provision in this division, the sale or offering of alcoholic beverages for consumption on the premises of Normandy Historic Hotel Sites shall be exempt from all applicable minimum distance separation requirements pertaining to such sale or offering.

Proposed Amendment to the Future Land Use Element of the Comprehensive Plan

Low Density Multi Family Residential Category (RM-1)

Purpose: To provide development opportunities for and to enhance the desirability and quality of existing and/or new low density multi family residential areas.

Uses which may be permitted: Single family detached dwellings; single family attached dwellings, townhouse dwellings and multiple family dwellings, and hotels for properties fronting Harding Avenue or Collins Avenue from the City Line on the north to 73rd Street on the south.

Bed and breakfast inns are permitted in RM-1 only in the Flamingo Park Historic District and the West Avenue Bay Front Overlay District, both of which are described in the Land Development Regulations. Residential office and suite hotel uses are permitted in the West Avenue Bay Front Overlay District only. Hotels, apartment hotels, and suite hotels are permitted on Normandy Historic Hotel Sites as described in the Land Development Regulations.

Other uses which may be permitted are accessory uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to be subordinate to the main use; and conditional uses specifically authorized in this land use category, as described in the Land Development Regulations, which are required to go through a public hearing process as prescribed in the Land Development Regulations of the Code of the City of Miami Beach.