

From: [Alexander J. Tachmes](#)
To: [Aguila, Raul](#); [Kallergis, Nick](#); [Mooney, Thomas](#)
Cc: btsay@bellsouth.net; [David J. Coviello](#)
Subject: RE: International Inn - Development Agreement
Date: Friday, August 30, 2019 12:53:51 PM

[THIS MESSAGE COMES FROM AN EXTERNAL EMAIL - USE CAUTION WHEN REPLYING AND OPENING LINKS OR ATTACHMENTS]

Raul, Nick:

We have reviewed the City's revisions to the Development Agreement (the "Agreement"). While we accept the majority of the City's revisions, we cannot agree to the following:

1. The revised language in Section 8(c) of the Agreement requires conditional use approval for outdoor music (live or recorded), even if played at ambient levels. Ambient performances are also prohibited after 10 pm. These limitations were never discussed previously, and are not acceptable. With this proposed new language in the Agreement, we would have to consent to historic designation of our site first and then have to apply for a CUP later. Obviously, there is no guarantee that our CUP would be granted or that the Planning Board conditions related to the CUP would be acceptable to us. However, the historic designation would already be in place. This is not the deal we struck with the City and cannot agree to this.

The language originally proposed contained sufficient safeguards to protect the surrounding area. Specifically, outdoor entertainment and open air entertainment would be prohibited. Only ambient music or live performances played at background levels would be allowed without having to obtain conditional use approval. The ability to have outdoor background music and live performances (including DJs) are a critical component of the type of establishment envisioned for the site. Similar to The Standard, which is similarly situated in proximity to residential uses, the ability to have ambient music is necessary to create the desired atmosphere that patrons expect in Miami Beach.

2. Although we are agreeable to providing a radius for off-site parking in Section 8(e) of the Agreement, we cannot agree to a ½ mile radius for parking outside of City limits. Again, this ½ mile concept was never discussed with us. After analyzing potential parking areas within nearby North Bay Village, a 1 mile radius is likely necessary to ensure adequate parking. A radius of 2,500 feet within City limits is acceptable. This concept of remote valet parking due to lack of parking lots nearby also is similar to The Standard, which has or had a valet lot in the Sunset Harbour area more than ½ mile away.
3. The deletion of the default language in Section 14 of the Agreement is not acceptable. In the event that the City defaults under the Agreement, including but not limited to, later repealing the amendments to the City's Code and/or Comprehensive Plan contemplated by the Agreement, the historic designation of the property must be automatically rescinded. The entire premise of our client agreeing to the historic designation of its property is tied to

the benefits achieved by the amendments to the Code and Comp Plan. It would be unfair if the City adopted the Code and Comp Plan amendments in exchange for the voluntary designation of the property only to later repeal the amendments. Again, this is not the bargain we struck with the City and MDPL.

Additionally, we have the following comments to the draft ordinances, which in some cases do not conform to the Agreement:

1. The revisions to Section 142-154 of the Code governing accessory uses must include “bars” as accessory to a hotel use, which is consistent with the language in the Agreement.
2. The revisions to the distance separation requirements in Section 6-4 of the Code only provides an exemption from the distance requirement from schools. The proposed language in the Agreement provides for an exemption from all applicable distance separation requirements (now and in the future).
3. Pls put back in Code amendment the defined term “Normandy Historic Hotel Site.”
4. The reduction of parking to .5 spaces per hotel room needs to be inserted in the Code amendment.

We would be happy to discuss the above items.



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