

Kathleen Ruderman

From: Cheryl Kleen on behalf of Town Council
Sent: Tuesday, February 06, 2018 9:31 AM
To: Kathleen Ruderman
Subject: FW: Conditions
Attachments: CCF02042018_00000.pdf

From: Maura Ziska [mailto:MZiska@floridawills.com]
Sent: Sunday, February 04, 2018 2:24 PM
To: Paul Castro <PCastro@TownofPalmBeach.com>
Cc: John (Skip) C. Randolph <JRandolph@jonesfoster.com>; 'kleid561@aol.com' <kleid561@aol.com>; 'Danielle Moore' <dukies85@aol.com>; 'Bobbie' <lindsaybobbie@gmail.com>; 'Margaret Anne Zeidman' <heron1107@aol.com>; Julie Araskog <jaraskog@TownOfPalmBeach.com>; Gail Coniglio <GConiglio@TownofPalmBeach.com>; Town Council <TCouncil@TownofPalmBeach.com>; Tom Bradford <TBradford@TownofPalmBeach.com>
Subject: RE: Conditions

Paul: Here are my limited comments to your list of conditions for the Declaration of Use agreement if the Carriage House project is approved:

1. We would prefer changing the language to be consistent with Section 22-274 of the Code and remove your language about locked doors.
4. We believe maximum number of members and guests should be tied to the life safety/maximum occupancy set by the Fire Marshall not an arbitrary number selected by you.
5. This paragraph is agreeable, just cleaned up the language to clarify and correct typos.
8. Agreeable, just clean up typo.
10. Concept is agreeable but I rewrote it to be more reasonable.
18. Removed "or music" as there may be background music in the courtyard between the two buildings (which would meet the Town's noise decibel level).
21. This paragraph is too ambiguous and restrictive and doesn't give the applicant any concrete approval in order to go forward and commit money to the project. If there are violations of conditions, it is already covered in the Declaration of Use and will go back to Town Council.

In sum, there are 4 paragraphs where we differ and I am hoping you can agree to my changes as attached so we can be in agreement by the February 14th meeting. Please let me know if you would like to further discuss.

Thank you.

Maura A. Ziska, Esq.
Kochman & Ziska PLC
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West Palm Beach, FL 33401
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From: Paul Castro [mailto:PCastro@TownofPalmBeach.com]

Sent: Friday, February 02, 2018 12:31 PM

To: Maura Ziska <MZiska@floridawills.com>

Subject: Conditions

Maura,

This is where I am on the conditions. Once you have had a chance to look at them please give me a call. I have to finish the Council backup before 4 pm today.

Thanks,

Paul

Please be advised that under Florida law, e-mails and e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact the Town of Palm Beach by phone at (561) 838-5400, or in writing: 360 S. County RD, Palm Beach, FL 33480.

EXHIBIT B

STAFF'S PROPOSED CONDITIONS

Exact language from
Section 22-274 of code

1. Hours of operation shall be as follows

Sunday:	11:00 a.m. to 10:00 p.m.
Monday through Wednesday :	11:00 a.m. to 12:00 a.m.
Thursday through Saturday (Sunday morning):	11:00 a.m. to 2:00 a.m.

~~All members and guests shall be off the premises and the Club patron doors shall be locked by the closing times stated above.~~ All patrons shall quietly vacate by such closing hours.
2. The maximum membership shall be 244 people. At least fifty percent (50%) of the members of the Club shall consist of individuals who are "townpersons" as defined in the Town of Palm Beach Code.
3. The maximum number of members and guests from 11:00 a.m. to 5:00 p.m. shall not exceed 140 people and 118 seats as provided for in the seating plan which is Exhibit ___ of this Agreement.
4. The maximum number of members and guests ~~after 5:00 p.m.~~ shall ~~not exceed 264 people and 244 seats.~~ maximum occupancy per life safety plan.
5. Valet parking is required from 5:00 p.m. until closing. A valet parking permit from the Police Department shall be required. The valet stand drop off shall be in the same location as the former 264 Grill restaurant on the west side of South County Road. The valet return vehicle location shall be at the southwest corner of Seaview Avenue and South County Road. Valets shall not use ~~Seaview, Seaspray and Seaview Avenues~~ ^{or any of} for the maneuvering or parking of club members and guests. ~~or any of~~ additional valet drop off area.
6. Valets shall only use the designated valet drop off and pick up locations on the valet permit.
7. The Club shall be required to meet all Florida Department of Transportation (FDOT) requirements pertaining to the valet operations in the rights-of-way, including, if required, signing a lease with FDOT for proposed valet operations.
8. The Club will ~~not~~ host only one event per calendar year and that event shall only be a New Year's Eve Party. That event shall not exceed more than two hundred members and guests. No club member or guest shall be allowed to have or sponsor a large event. A large event is defined as an event which includes, but is not limited to, gatherings of more than sixty (60) people during lunch (11:00 a.m. to 5:00 p.m.) and ninety (90) people for charitable events, rehearsal dinners, wedding receptions, bar mitzvahs, Hanukkah, Christmas or birthday parties.
9. The Club shall be required to have one off-duty police officer in order to assist with traffic at the event. A minimum of two police officers shall be required for a New Year Eve Party. Additional police officers may be required as determined by the Police Department.

~~shall be instructed that parking is~~

~~and on the Sea streets.~~

10. Club members and guests ~~are prohibited from parking in Phipps Plaza. In addition, Club members and guests arriving at the Club after 5:00 p.m. shall be required to valet their vehicle unless they are being dropped off.~~
11. The applicant shall obtain and maintain a valet parking permit. A minimum of 8 valets during Season and 3 valet out of Season shall be on duty after 5:00 p.m. when the Club is open for business. The number of valets may be modified by the Police Department should it be determined that more or less valets are required to manage the Club parking.
12. Employees of the Club shall not be allowed to park in the Town of Palm Beach. The Club shall be required to shuttle its employees to the Club from an off-island location. The off-island location and hours of access shall be provided to the Town. Employees may also ride their bicycles or use public transportation.
13. A bicycle rack shall be provided in a location approved by the Town. Employees shall be required to use the designated bicycle rack to park their bike.
14. The Club shall provide the Code Enforcement Division of the Town Police Department with the license plate numbers of all employees every six months to monitor and ensure compliance.
15. All trash shall be stored inside the Club until after 8:00 a.m. on the designated solid waste pick up day.
16. The applicant shall provide state of the art exhaust vents and scrubbers for the kitchen and shall have said exhaust and scrubbers cleaned on a weekly basis. The Club shall have the schedule readily available for inspection.
17. The Club shall be considered an "entertainment establishment" and shall meet the regulations in Sections 22-271 through 22-277 of the Code of Ordinances. Violation of these provisions would come under the Article ___, Remedies for Violation, in this Agreement.
18. There shall be no outside dining ~~or music.~~
19. The roof of the Club's buildings shall not be used for any type of Club activity unless required zoning approvals are obtained from the Town.
20. Violations of the maximum noise decibel requirements as identified in the Code of Ordinances shall be deemed a violation of this Agreement.
21. ~~If the Town Council determines that there are unforeseen negative impacts created by the Club the Town shall have the right to address these impacts and modify or add conditions to the Agreement.~~