

Handout - Result of Monday Meeting

25 JANUARY 2019  
11<sup>00</sup> AM.

### CARRIAGE HOUSE CONDITIONS\*

(\* means CH has already agreed but requires inclusion in DOU if not already included)

NINE CATEGORIES - GOAL MINIMIZE IMPACT TO RESIDENTS.

#### I. MAXIMUM OCCUPANCY

- A. Reduce capacity from 250 to 180 after 6 pm (136 diners + 20 employees + 24 non-diners) - <sup>MAXIMUM</sup> ~~fixed~~ INTO I.C.
- B. Capacity expressly includes employees\*
- C. Reduce dining seats from 153 to 136 after 6 pm
- D. No change to pre-6 pm capacity (100) and dining seats (67)\*
- E. Time first available dinner seating following availability of 205 valet and 230 lot (no dinner seating prior to 6:15?)
- F. ~~Need to better define "dining seat" to ensure intent is met~~ N/A.
- G. No room greater than 1,400 SF\*

#### II. SPECIAL EVENTS

- A. Maximum of one special event per calendar month up to a maximum of 12 events/year (but New Year's Eve party doesn't count against the one/month limit for the month of December)
- B. Evening only, no day time special events\*
- C. Special event is defined as a single member responsible for attendance of 25 or more
- D. Special event capped at 60 people\*
- E. Special event requires club to hire one off-duty police officer (or appropriate alternative at recommendation of Town police) until closing to control noise and resolve traffic issues; 2 off-duty police officers required for New Year's Eve (or appropriate alternative at recommendation of Town police)
- F. Only a club member may host a special event

ASK THE POLICE

LEGEND

- ☐ CONTINUE TO DISCUSS
- ☒ AGREED
- ☐ DENIED



G. Club is required to maintain a record of special events

→ F. NO ADDITIONAL LIGHTING ALLOWED IN JP MORGAN OR 230 RPW.

G. ADDITIONAL SCREENING TO BE PROVIDED ADJACENT TO RESNOIS

↳ IN JP MORGAN LOT

### III. VALET

A. Club is required to maintain valet service (min. 4 valets\*; min. of 6 valets for special events) from 6 pm to close every day that club is in operation; there may be no valet charge to club members and guests\*

B. The club is limited to one valet stand (however, when the club has use of both the 205 and 230 lots, the club at its discretion may operate valet stands at both 205 and 230), and such valet stand(s) must be located on Royal Palm Way; valet stand on S. County, Phipps Plaza & Seaview expressly prohibited (this condition is IRREVOCABLE and the club will never request to change this condition)

C. All club members and guests must use the club-provided valet after 6 pm; this policy must be broadly and continuously communicated to members and guests (WHAT ABOUT UBER AND LYFT)?

D. If the club doesn't have use of the 205 RPW lot for its valet operations, the club shall provide valet service at 230 RPW\*

E. NO PARKING ALLOWED IN JP MORGAN LOT.

### IV. PARKING/TRAFFIC

A. On every day the club is in operation the club must provide off-site parking with a ~~parking lot~~ capacity of at least 68 vehicles for its members, guests and employees from 6 pm until close

B. All club members, guests, managers, employees, valets, and deliveries are expressly prohibited from parking at any time of day in Phipps Plaza or on Seaview ~~(with the exception of the middle block of Seaview for deliveries)~~, Seaspray, Seabreeze, and Clarke; this policy must be broadly and continuously communicated to all club users; this condition is IRREVOCABLE and the club will never request to change this condition

CLUB POLICY

Membership Documents.

↳ SUPER IMPORTANT TO NEIGHBORHOOD.



Hand REWRITE C.

NO VEHICULAR  
PICKUP OR DROP OFF  
CANNOT BE  
DROPPED OFF OR  
PICKED UP @  
PHIPPS PLAZA/  
SEA STREETS.

C. After 6 pm, all vehicular pick-up and drop-off of club members, guests and employees (including Uber/taxi/private driver) must occur at either the 205 or 230 RPW lot (or other available parking lot on RPW); vehicular pick-up and drop-off of club members, guests, and employees is expressly prohibited from occurring at the 264 building entrance/exit (the only exception is for club members and guests who are transported to and from the club and the 230 RPW lot by club-operated golf carts when the valet stand is not operating at 205 RPW); this policy must be broadly and continuously communicated to all club users

D. In the event that the valet stand is not operating at 205 RPW, club-operated golf carts transporting club members and guests are expressly prohibited from driving within Phipps Plaza and on Seaview, Seaspray, Seabreeze, and Clarke

CAND D  
CAN BE APPLIED  
EQUALLY.

E. The club must instruct its delivery services to arrive and depart without using Phipps Plaza, Seaview (with the exception of middle block of Seaview), Seaspray, Seabreeze, and Clarke

FUNCTION

F. Club employees must park at either the Apollo parking lot or at the Esplanade (or a parking lot or garage at an alternative off-site location) during daytime hours prior to 6 pm\*; employees shall be required to present proof of parking at Apollo/Esplanade to the club general manager, and the club shall be required to keep such employee parking records for a period of 12 months

G. After 6 pm, club employees are required to park in the 230 lot\*

H. The club is required to maintain a current record of the vehicle license plate numbers for each employee and provide same to the town upon request

CLUB MUST  
INSTRUCT  
DELIVERY  
SERVICES  
TO USE LOADING  
ZONE ON S. COUNTY  
ROAD  
UNLESS

All employees who arrive to work.

## V. OPERATING HOURS

A. Sunday-Wednesday: 11:00 am – 11:00 pm

B. Thursday-Saturday: 11:00 am – Midnight (New Year's Eve until 1:00 am)

2.00

1.00

- ~~D. X~~ C. Closing time is a "hard closing", doors closed ~~except for max. of 2 employees for final clean and close~~
- ~~E. X~~ D. No club deliveries prior to 8:00 am

## VI. NOISE & NUISANCE

- ~~A. X~~ A. No smoking, drinking, or loitering by club members, guests, managers, and employees, within the outdoor space between 264 & 270 buildings, or in the outdoor areas surrounding the club
- ~~B. X~~ B. No club use of Phipps Plaza for any club purpose, including but not limited to events, parking or deliveries
- C. No amplified music; limit on musicians to a trio without amplified sound\*
- ~~D. X~~ D. ~~Other demands specific to Phipps residents (which will be outlined by John Eubanks)~~
- D. NO OUTSIDE DINING.

## VII. MEMBERSHIP REGULATIONS

- A. Maximum number of members is 232, no matter how designated (owner, shareholder, honorary, proprietary, resident, seasonal, etc.) and whether or not dues-paying children up to AGE 25.
- B. Members are limited to natural persons and expressly exclude corporations or other entities\*
- ~~C. X~~ C. ~~Guests are limited to natural persons and expressly exclude corporations or other entities.~~
- ~~C. X~~ D. Use of a single membership is limited to an adult head of household, that person's spouse or significant other, and that person's adult children under the age of 25
- ~~D. X~~ E. Guests must be accompanied by a member when present at the club



~~F.~~ F. All members and guests must register at club upon entry and the written registry must be maintained by the club for a period of 12 months and available to inspection by the town upon request

~~G.~~ G. The club is required to maintain and make available to the town its membership records for town-serving compliance

THE CLUB WILL PROVIDE TOWN SERVING DOCUMENTATION ON ~~AN~~ AN ANNUAL BASIS.

to the town

### VIII. RESTRICTIONS ON CLUB EXPANSION AND REVISIONS TO DOU AGREEMENT

A. The following areas are prohibited from club use, including transient occupancy by club members, guests or employees: Second floor of 270 building, balconies and rooftops of 264 & 270, the outdoor area between 264 & 270 buildings (except for passage from one building to the other in the normal course of club operations), 236 Phipps, 238 Phipps, and any other Phipps Plaza residence acquired hereafter by the club or any person or entity affiliated with the club

B. The club is required to return to Town Council for review of its compliance with the DOU the first February that the club is in operation, and again 12 months later in the following February

C. The club is prohibited from seeking a revision(s) to the DOU agreement for a period of 5 years following the date of commencement of club operations

D. Any future requested revision(s) to the DOU agreement requires at least 45 day notice (by certified mail) to all residents of Phipps, Sea Streets, Clarke, and residents living behind 230 RPW lot

E. Any Town Council hearing regarding a requested revision(s) to the DOU agreement will only be conducted between the months of ~~December~~ and May

APPLICANT AGREES TO ONE YEAR

First 6 months of continuous operation after November 1, 2019.

JANUARY

\* JOHN WILL WORK ON LANGUAGE

CAROL WILL REWORK.

IX. OTHER ENFORCEMENT MECHANISMS

A. Copies of the signed lease agreements regarding the club's right to use the parking lots at 205 and 230 RPW (or any other off-site parking lot acquired by the club for its use), including any amendments thereto, must be provided to the town prior to receiving a certificate of occupancy (the agreements may be redacted to exclude economic terms or other terms unrelated to the club's right to use the parking lots) ~~XXXXXXXXXXXX~~

B. Club records will remain available for inspection by the town to determine compliance with town-serving, ~~guest use of club,~~ employee parking, and special events, per above

C. ~~The penalty for any failure to comply with the DOU agreement shall be \$2,000 per violation\*; if the violation(s) continues after 90 days, the club shall cease operation until the violation(s) is cured~~

D. ~~Any violation of the DOU agreement shall be considered a material breach of the agreement~~

→ USE STANDARDS Dec of Use language.

\* Construction Management Agreement.

Joan for screen