

R7 D A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 (AMENDMENT) TO THAT CERTAIN SETTLEMENT AGREEMENT DATED MAY 15, 2025 BETWEEN, ON THE ONE HAND, TMG 67 COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEAUVILLE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DEAUVILLE HOTEL PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND DEAUVILLE HOTEL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND, ON THE OTHER HAND, THE CITY OF MIAMI BEACH; AND AUTHORIZING THE CITY MANAGER TO FINALIZE THE AMENDMENT; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AMENDMENT.

Applicable Area:

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: City Attorney Ricardo J. Dopico

DATE: June 25, 2025

TITLE: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 (AMENDMENT) TO THAT CERTAIN SETTLEMENT AGREEMENT DATED MAY 15, 2025 BETWEEN, ON THE ONE HAND, TMG 67 COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEAUVILLE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DEAUVILLE HOTEL PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND DEAUVILLE HOTEL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND, ON THE OTHER HAND, THE CITY OF MIAMI BEACH; AND AUTHORIZING THE CITY MANAGER TO FINALIZE THE AMENDMENT; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AMENDMENT.

### **RECOMMENDATION**

### **BACKGROUND/HISTORY**

### **ANALYSIS**

Amendment No. 1 to the Settlement Agreement between the City and the Deauville parties is submitted for approval by the Mayor and City Commission.

### **FISCAL IMPACT STATEMENT**

N/A

### **Does this Ordinance require a Business Impact Estimate?**

(FOR ORDINANCES ONLY)

If applicable, the Business Impact Estimate (BIE) was published on:

See BIE at: <https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

### **FINANCIAL INFORMATION**

### **CONCLUSION**

**Applicable Area**

Citywide

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?**

No

**Is this item related to a G.O. Bond Project?**

No

**Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying?** No

If so, specify the name of lobbyist(s) and principal(s):

**Department**

City Attorney

**Sponsor(s)**

**Co-sponsor(s)**

**Condensed Title**

Approve Amendment 1 to Deauville Settlement Agreement. CA

**Previous Action (For City Clerk Use Only)**

**RESOLUTION NO. 2025 - \_\_\_\_\_**

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, APPROVING, IN SUBSTANTIAL FORM, AMENDMENT NO. 1 (AMENDMENT) TO THAT CERTAIN SETTLEMENT AGREEMENT DATED MAY 15, 2025 BETWEEN, ON THE ONE HAND, TMG 67 COMMUNITIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY, DEAUVILLE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DEAUVILLE HOTEL PROPERTY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND DEAUVILLE HOTEL HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND, ON THE OTHER HAND, THE CITY OF MIAMI BEACH; AND AUTHORIZING THE CITY MANAGER TO FINALIZE THE AMENDMENT; AND FURTHER, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE AMENDMENT.**

**WHEREAS**, on April 23, 2025, the Mayor and City Commission adopted Resolution No. 2025-33634 approving a settlement agreement (the "Agreement") between, on the one hand, the City of Miami Beach, and on the other hand, the Deauville Parties, consisting of TMG 67 Communities, LLC, a Delaware limited liability company, Deauville Associates, LLC, a Florida limited liability company, Deauville Hotel Property, LLC, a Florida limited liability company, and Deauville Hotel Holdings, LLC, a Florida limited liability company, pursuant to which (1) the Deauville Parties agreed to pay to the City all amounts then due in respect of certain violations against the properties located at 6701 Collins Avenue (the "Hotel Property") and 6625 Indian Creek Drive (the "Garage Property") as specified in the Settlement Agreement, (2) the City and the Deauville parties agreed to dismiss their respective claims in the lawsuit styled City of Miami Beach vs. Deauville Associates, LLC, et al., Case No. 2019-003653, and (3) the Deauville Parties agreed to file a Notice of Voluntary Dismissal of the appeal styled Deauville Associates, LLC vs. the City of Miami Beach, Case No. 2024-66-AP-01; and

**WHEREAS**, at the April 23, 2025 meeting, Commissioner David Suarez made a motion to direct the Administration to negotiate an amendment to the Agreement to require that the date for compliance by the Deauville Parties with the violations of Section 7.5.1.6 of the Resiliency Code and Section 14.501 of the City Code (the "Failure to Install Sod Violations") be cured prior to the compliance date of December 31, 2025 included in the approved Settlement Agreement; and

**WHEREAS**, Commissioner Suarez's motion also directed that the amendment to the Agreement require the Hotel Property to be brought into a park-like appearance and that the public be allowed access to the Hotel Property before the commencement of construction; and

**WHEREAS**, Commissioner Suarez's April 23, 2025 motion, which was adopted by the Mayor and City Commission, required the approval of the Amendment prior to

adoption of the contemplated Comprehensive Plan and Land Development Regulation amendments related to the Hotel Property; and

**WHEREAS**, the City Administration and the Deauville Parties have negotiated an amendment to the Agreement for the approval of the City Commission ("Amendment No. 1"), a copy of which is attached to this Resolution; and

**WHEREAS**, the Deauville Parties have agreed, in Amendment No. 1, to a compliance date of October 1, 2025 for the Failure to Install Sod Violations and further, have agreed to provide for a temporary public open space use on a portion of the Hotel Property, consistent with the site plan attached as Exhibit C to Amendment 1, for the time period during which the Owners seek the required development approvals for development of the Hotel Property and terminating upon issuance of a building permit in furtherance of development of the Hotel Property; and

**WHEREAS**, the Mayor and City Commission desire to approve Amendment No. 1 substantially in the form attached to this Resolution.

**NOW, THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby approve, in substantial form, Amendment No. 1 (the "Amendment") to that certain Settlement Agreement dated May 15, 2025 between, on the one hand, TMG 67 Communities, LLC, a Delaware limited liability company, Deauville Associates, LLC, a Florida limited liability company, Deauville Hotel Property, LLC, a Florida limited liability company, and Deauville Hotel Holdings, LLC, a Florida limited liability company, and, on the other hand, the City of Miami Beach; and authorize the City Manager to finalize the Amendment; and further, authorize the City Manager and City Clerk to execute the Amendment.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2025.

**ATTEST:**

\_\_\_\_\_  
Steven Meiner, Mayor

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney

6/18/2025  
Date

**AMENDED NO. 1 TO SETTLEMENT AGREEMENT**

THIS **AMENDMENT NO. 1 TO SETTLEMENT AGREEMENT** (“Agreement”) is made and entered on this \_\_\_\_ day of \_\_\_\_\_, 2025, between, on the one hand, **TMG 67 Communities, LLC**, a Delaware Limited Liability Company (“TMG”), **Deauville Associates, LLC**, a Florida Limited Liability Company (“DALLC”), Deauville Hotel Property, LLC, a Florida limited liability company (“DHP”), and Deauville Hotel Holdings, LLC, a Florida limited liability company (“DHH and together with DALLC and DHP, the “Deauville Entities”, and the Deauville Entities together with TMG , jointly and severally, the “Owners”), and, on the other hand, the **City of Miami Beach**, a Florida municipal corporation (the “City”). The parties hereto (the “Parties”) agree as follows:

**RECITALS**

**WHEREAS**, TMG and DALLC entered into a settlement agreement with the City approved by the City Commission pursuant to Resolution No. 2025-33634, passed and adopted on April 23, 2025 (the “Settlement”); and

**WHEREAS**, the Hotel Property, as defined in the Settlement, remains the subject of a Code violation issued following the demolition associated with the Owners’ failure to plant sod as required by Code section 14-501 (initially issued pursuant to Code section 126-6, but revised on April 15, 2025 to reflect the correct Code section), assigned violation number BVB25002614, (the “Failure to Install Sod Violation”); and

**WHEREAS**, the parties seek to amend the Settlement as set forth herein to provide for a deadline for compliance of the Failure to Install Sod Violation and temporary public access to portions of the Hotel Property.

**NOW, THEREFORE**, in consideration of the terms and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owners and the City, intending to be legally bound, amend the Settlement as follows:

**D. Terms of Agreement**. In connection with parties’ mutual execution of this Agreement and the covenants and terms herein Owners and the City agree to amend the Settlement as follows:

1. Article VIII of the Settlement Agreement is hereby removed in its entirety and replaced with the following:

**VIII. Uncured Violations at Hotel Property.** The Failure to Install Sod Violation remains open and Owners shall remain liable for curing the Failure to Install Sod Violation and any fines that may accrue. Within five (5) business days of obtaining an affidavit of compliance and payment in full of any then outstanding fines and interest with respect to the Failure to Install Sod Violation, the City shall record a release of lien with respect to the Failure to Install Sod Violation. The City acknowledges that the Owners have commenced to cure the Failure to Install Sod Violation, and the Owners agree to diligently pursue the cure of these violations to ensure they have been completed by or before October 1, 2025.

2. The following is hereby inserted into the Settlement as Article IX:

**IX. Temporary Public Open Space.** The Owners shall enter into a development agreement with the City providing for a temporary public open space use on a portion of the Hotel Property consistent with the attached Exhibit C, for the time period during which the Owners seek the required development approvals for development of the Hotel Property and terminating upon issuance of a building permit in furtherance of development of the Property. The Development Agreement shall provide that: (a) the Owners improve the Hotel Property with irrigation and lighting sufficient to bring the Property into a park-like condition; (b) the Owners provide public access to a portion of the improved park area from sunrise to sunset.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 1 to Agreement to be executed in a manner sufficient to bind them on the day and year identified below.

Signed, sealed, and delivered before me:

THE CITY OF MIAMI BEACH, FLORIDA, a Florida  
municipal corporation

By: \_\_\_\_\_

Eric T. Carpenter, City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Ricardo J. Dopico, City Attorney

**WITNESSES**

**TMG 67 Communities, LLC** a Delaware  
Limited Liability Company,

\_\_\_\_\_

By: \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Its: \_\_\_\_\_

**Print Name:** \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of [ ]  
physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, as \_\_\_\_\_ of TMG 67 Communities LLC, on behalf of  
said entity. Said person (check one) ( ) is personally known to me or ( ) produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_

NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
**Print Name:**\_\_\_\_\_

\_\_\_\_\_  
**Print Name:**\_\_\_\_\_

**Deauville Associates, LLC** a Florida  
Limited Liability Company,

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of [ ]  
physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, as \_\_\_\_\_ of Deauville Associates, LLC, on behalf of  
said entity. Said person (check one) ( ) is personally known to me or ( ) produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large.  
Print or Stamp Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_  
**Print Name:**\_\_\_\_\_

\_\_\_\_\_  
**Print Name:**\_\_\_\_\_

**Deauville Hotel Property, LLC** a Florida  
Limited Liability Company,

By:\_\_\_\_\_

Name:\_\_\_\_\_

Its:\_\_\_\_\_

Date:\_\_\_\_\_

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of [ ]  
physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2025 by  
\_\_\_\_\_, as \_\_\_\_\_ of Deauville Associates, LLC, on behalf of  
said entity. Said person (check one) ( ) is personally known to me or ( ) produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large.  
Print or Stamp Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**WITNESSES**

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

\_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Deauville Hotel Holdings, LLC** a Florida  
Limited Liability Company,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

STATE OF FLORIDA )

) SS

COUNTY OF MIAMI-DADE )

The foregoing instrument was sworn and subscribed before me by means of [ ] physical presence or [ ] online notarization this \_\_\_ day of \_\_\_\_\_, 2025 by \_\_\_\_\_, as \_\_\_\_\_ of Deauville Associates, LLC, on behalf of said entity. Said person (check one) ( ) is personally known to me or ( ) produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large.

Print or Stamp Name: \_\_\_\_\_

Commission No.: \_\_\_\_\_

My Commission expires: \_\_\_\_\_