

**From:** [Freitas, Gabriela](#)  
**Cc:** [Tackett, Deborah](#); [Seiberling, James](#); [Kallergis, Nick](#); [Freking, Jessica](#); [Herrera, Miriam](#)  
**Bcc:** [John Stuart](#); [Linsey Lovell](#); [COLLINS PARK](#); [Elizabeth Camargo](#); [haskelhp01@gmail.com](#); [rp.hollingworth@gmail.com](#); "Mitch Novick"  
**Subject:** FW: YOUR VOTE WILL HARM OUR COMMUNITY!  
**Date:** Monday, June 16, 2025 5:55:00 PM  
**Attachments:** [TOWER 1800 Non-negotiables \(If petition to stop demolition is not heard\).pdf](#)  
[image001.png](#)  
**Importance:** High

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Hello bcc'd Board members and Staff,

Please see attached and below public comment letter. Should you have any questions please contact us.

Thanks so much.

Kind regards,

# MIAMIBEACH

Gabriela C. Freitas, Office Associate V  
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**From:** aydag@atlanticbb.net <aydag@atlanticbb.net>

**Sent:** Sunday, June 15, 2025 11:50 PM

**To:** Meiner, Steven <StevenMeiner@miamibeachfl.gov>; KristinRosenGonzalez@miamibeachfl.gov; Mooney, Thomas <ThomasMooney@miamibeachfl.gov>; Freitas, Gabriela <GabrielaFreitas@miamibeachfl.gov>; Madan, Rogelio <RogelioMadan@miamibeachfl.gov>; Herrera, Miriam <MiriamHerrera@miamibeachfl.gov>; Tackett, Deborah <DeborahTackett@miamibeachfl.gov>; Bhatt, Tanya <Tanya@miamibeachfl.gov>; Suarez, David <David@miamibeachfl.gov>; Dominguez, Laura <Laura@miamibeachfl.gov>; Magazine, Joe <Joe@miamibeachfl.gov>; Fernandez, Alex <Alex@miamibeachfl.gov>

**Subject:** YOUR VOTE WILL HARM OUR COMMUNITY!

**Importance:** High

Some people who received this message don't often get email from [aydag@atlanticbb.net](mailto:aydag@atlanticbb.net). [Learn why this is important](#)

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

**Dear Miami Beach Mayor,**

**Dear Miami Beach Commissioners,**

**Dear Historic Preservation Board,**

**Dear Planning Board,**

Your vote in favor of the HPB25-0650 (1826 Collins Avenue) demolition **WILL HARM 87 families and several businesses in the area.**

As a result of the Champlain Tower's disaster, Florida implemented regulations to protect the structure of our buildings. Yet, your vote in favor of a demolition that would take place **through a shared wall** with our building will ensure that we are at risk of structural damage, perhaps even irreparable damage, completely disrupting our lives.

Should you choose to ignore our request to **STOP THIS DEMOLITION**, you should know that we hold you **directly responsible for ensuring our safety through the attached set of conditions.**

We hope that you make a decision that supports our community and not the benefit of wealthy developers.

Sincerely,

Ayda Gonzalez

Tower 1800 Resident

On Thu, 29 May 2025 09:55:18 -0400 "Tower 1800 Condominium" wrote:

29MAY2025

**Re: HPB25-0650, 1826 Collins Avenue**

**Dear Miami Beach Mayor,**

**Dear Miami Beach Commissioners,**

**Dear Historic Preservation Board,**

**Dear Planning Board,**

On behalf of the owners and residents of Tower 1800 Condominium, the Board of Directors respectfully urges you to **deny the proposed demolition** of the existing parking garage at 1826 Collins Avenue and plans for the subsequent construction of a skyscraper.

The proposed project raises serious concerns about structural safety, zoning compliance, and the well-being of our community. Consider the following:

- **Structural Integrity & Construction Risks:** The vibrations caused by demolition and new construction will likely damage Tower 1800, leading to **cracks in walls, foundation settlement, and costly repairs**. Our building experienced the effects of the previous parking lot construction at this site; we know that such activity will certainly have a direct impact on our structure.
- **Compounded Disruptions:** Our building already experiences vibrations from an ongoing **17-story new condominium tower construction** and hotel renovation across the street at The Raleigh. The addition of another large-scale project next to us would **intensify structural stress, potentially causing the sinking of our structure, a known issue in this city**.
- **Zoning Compliance & Neighborhood Preservation:** The property falls within a zoning district that mandates side setbacks for taller buildings. **Miami Beach zoning regulations require a minimum 10-foot or 8% lot-width setback** to preserve adequate light, air, and privacy. Additionally, neighboring **historic district hotels** should require further zoning regulations that protect their character and integrity.
- **Shared Wall Agreement:** In 2010, Tower 1800 agreed **strictly for the construction of the parking garage**, permitting the removal and partial reconstruction of our north-side wall. That agreement did not extend to future demolitions or new construction. Our **shared wall is permanent and essential to our property**, and we will not authorize its use or demolition for this project. Any attempt to proceed would indicate deceptive intent from our original agreement.
- **Health & Environmental Hazards:** The **dust, debris, and hazardous materials** released during demolition pose serious health risks to our residents, including **elderly individuals, children, and those with medical conditions**. The excessive noise and vibrations would also **disrupt those working from home** and negatively impact nearby hotels, affecting their business, restaurant operations, and poolside experience.
- **Failure to Fulfill Previous Development Promises:** The initially proposed mechanical parking system, intended to **alleviate neighborhood parking issues, was never implemented**. The lot lacks

sufficient space for a standard garage, let alone a skyscraper. While the current plan suggests building affordable units under the **Live Local Act**, what prevents developers from **later converting them into luxury units**? A more suitable alternative would be to **repurpose the existing structure to include shops, a gym, and improved amenities**, avoiding unnecessary disruption to the health, safety, and general welfare of an entire neighborhood while benefiting the community.

We strongly urge you to **reject the proposed demolition and subsequent construction plans** to protect our neighborhood's health, safety, and welfare.  
**Sincerely, Board of Directors, Tower 1800 Condo Association, Inc.**

## **Tower 1800 non-negotiables if our petition to stop the demolition is not heard.**

We request that the HPB and the PB attach the following conditions to any approval. Even if some issues (like detailed demolition means and methods) are normally managed at the permitting stage, we want to get public assurances from the developer now and make the city officials aware of our requests.

1. Tower 1800 needs assurance that if the demolition or construction causes cracks, water intrusion, structural issues, or any other harm, the developer and/or **1826 property owner will take full financial and legal responsibility.**
2. **Developer/Property Owner and demolition contractor must provide insurance coverage, general liability insurance, and builder's risk insurance; sufficient to cover damage to neighboring structures in the worst-case scenario. HPB and PB should make this a requirement before any demolition permit is executed.**  
Tower 1800 wants to be an additional insured on the policy, so that it can directly claim, if needed. 1826 parties need to confirm that coverage limits are high enough, given the scale of potential damage, as structural repairs can be very costly.
3. **The developer must implement a Structural Monitoring Plan:** e.g., installing crack gauges, seismographs for vibration, wireless sensors, and doing pre- and post-demolition engineering surveys to be alerted to subtle damage early. For instance, small cracks could worsen over time if not caught, or a slight settlement might go unnoticed until more serious problems develop.
4. **Tower 1800 requests that an independent structural engineer be hired** by 1826 but selected by Tower 1800 to have oversight and access to the monitoring data to catch any problem during demolition – for instance, if vibration levels exceed safe thresholds, work should pause, and adjustments made.
5. **Tower 1800's demands swift, immediate remedial action if any cracks, settling, or other damage appear in their building during or after the demolition,** the developer will (a) immediately stop working to address the cause, and (b) repair the damage at their cost. **The developer must compensate residents** if they need to vacate units for repairs.
7. **The developer needs to inform Tower 1800 about the demolition method and how it will prevent debris or collapse from affecting our building.** Also, the developer must **provide details on protective barriers:** Erect scaffolding with screening along the shared side. There must be a buffer zone.

8. **The developer must build a temporary retaining wall and/or backfill the lot during the gap** between demolition and the new construction. An open lot or excavation next door could be hazardous. Removing the old foundation could destabilize the soil near Tower 1800's foundation.
9. How long will Tower 1800's property be exposed, and when will any removed wall or security barrier be restored? **The developer must commit to installing a permanent replacement wall or starting the new building construction within 1 month of demolition, so that our side is not an open lot indefinitely.**
10. **The developer must provide a schedule of demolition activities in advance and designate a contact person** for the condominium association who will immediately respond when called. **Tower 1800 must be given at least 90 days' notice** of any especially disruptive work, utility shutdowns, or necessary access to our property.
11. How will dust, noise, and any hazardous materials be managed to avoid harming Tower 1800 residents? Has an environmental survey been conducted, and will abatement occur before demolition? What **dust control measures** will be implemented (will they use water spray to suppress dust?). Will the contractors **abide by noise regulations and install noise-damping** where possible?
12. How deep will new foundations go, or if pile driving occurs, etc.—We will **need protection both during demolition and during any new construction that follows.**