



AGENDA
CITY OF LAKE WORTH BEACH
CITY COMMISSION WORK SESSION - GULFSTREAM HOTEL
CASINO BALLROOM
THURSDAY, AUGUST 19, 2021 - 6:00 PM

ROLL CALL:

PLEDGE OF ALLEGIANCE: led by Commissioner Christopher McVoy

UPDATES / FUTURE ACTION / DIRECTION

- A. [Discussion of Gulfstream Hotel Project Discussion and Golfview Road Parking Options](#)

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

If a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (F.S. 286.0105)

EXECUTIVE BRIEF WORK SESSION

AGENDA DATE: August 19, 2021

DEPARTMENT: Community Sustainability

TITLE:

Discussion of Gulfstream Hotel Project Discussion and Golfview Road Parking Options

SUMMARY:

Presentations on the City's signed Letter of Intent with Restoration St. Louis, of the parking analysis and proposed options for Golfview Road and from Restoration St. Louis depicting the latest plans and schedule for the restoration project

BACKGROUND AND JUSTIFICATION:

The Gulfstream Hotel workshop is being held to provide an update to the Mayor, the Commission, the neighborhood and the general public on the progress thus far in bringing the Gulfstream Hotel project to reality. One presentation will outline the entitlement process and schedule, the components of the signed Letter of Intent including City incentives being provided and the CRA's commitment to the project. A second presentation will provide an overview of the parking studies undertaken for improving parking access and availability along Golfview Road including an additional analysis provided by staff. The third and last presentation will be from Restoration St. Louis principals, Amrit and Amy Gill, of their progress to date on a revised restoration plan, their anticipated schedule and their next steps.

The workshop is geared toward providing current information in a transparent fashion to the public regarding this project. It also is intended to garner addition input from the Mayor, the Commission, neighborhood, and general public prior to Restoration St. Louis moving forward toward an entitlement application submittal.

DIRECTION:

Provide constructive feedback, general comments and consensus for the project to move forward to entitlements.

ATTACHMENT(S):

LWB Presentation
Letter of Intent
Letter of Understanding
Zoning Interpretation Letter
LWB Parking Study Presentation



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08/16/2021



CITY OF LAKE WORTH BEACH

Community
SustainabilitySM

The Gulfstream Hotel Project

**Understanding the Letter of Intent Dated
May 25, 2021**

Entitlement Process

Fees & Schedule



Urban Mixed Use Planned Development

Application Fees Waived – approximately \$12,000

Expedited Schedule

Application Includes

- **Planned Development**
- **Major Site Plan**
- **Conditional Use**
- **Development of Significant Impact**
- **Two Tiers of Sustainable Bonus Incentives**
- **Transfer Development Rights**
- **Certificates of Appropriateness**
 - **Exterior Alterations**
 - **Addition**
 - **New Construction**

Review schedule is between 120 to 180 days from time of application submittal

Letter of Intent



Entitlement Process

Application Submittal

Review by Site Plan Review Team (Staff)

- **Provide Comments**

Applicant Addresses Comments

Hearing Scheduled before Historic Resources Preservation Board

Hearings Scheduled before City Commission

- **First Reading**
- **Second Reading**

Other Aspects of Request Requiring City Commission Approvals

- **Economic Investment Incentive Agreement**
- **Infrastructure Investment Incentive Agreement**

Letter of Intent



City Incentives

Economic &
Infrastructure



Economic Investment Incentive Agreement

Financial Incentive Based on the First Three Years of New Utility Revenue

- **Electric**
- **Water**
- **Sewer**
- **Stormwater**

Estimated Value of Incentive

- **\$157,994 to \$189,592**

Estimated New Revenues for Each Utility over the First Three Years

- **Electric**
- **Water**
- **Sewer**
- **Stormwater**

After Three Years Annually Revenue Estimates

Letter of Intent



Infrastructure Investment Incentive

Funding from 5 Year Capital Improvement Program
\$1,000,000 for Streetscape Improvements along Lake Avenue,
Golfview, 1st Avenue South and South Lakeside Drive

Letter of Intent



Waiver of Sustainable Bonus and Transfer Development Rights Values

Sustainable Bonus Value Waiver – Estimated value of \$486,617

- **Though Waived the Project Includes Aspects that Achieve This Value**
 - **Restoration of Historic Gulfstream Hotel**
 - **Incorporation of Sustainable Design Features – Florida Green Building Designation**
 - **Public Art Component**
 - **Public Open Space/Plaza**
- **Transfer Development Rights Waiver – Estimated value of \$243,085**
 - **Value waived for additional height, intensity and density**

These values are not cash out of pocket from the City. They only come into play if the project becomes a reality.

Letter of Intent



Historic Preservation Ad Valorem Property Tax Abatement

**Ten Year Abatement of City/County Ad
Valorem taxes on the increased value of the
restored historic hotel.**

Estimated Total Value Over 10 years

- **City - \$577,500 to \$721,875**
- **County - \$420,000 to \$525,000**

**These taxes would not otherwise be collected
if the project does not become a reality. The
abatement does not reduce the current ad
valorem revenue stream from the property.**



Miscellaneous Items



Miscellaneous Efforts

- Investigate two way traffic along South Lakeside Drive
- Support valet drop off spaces on Lake Avenue
- Evaluate various parking options and scenarios
- Evaluate reduction in building permit fees for values over \$30 million
- Develop golfcourse package for hotel guests
- Collaborate on safety improvements for Bryant Park
- Negotiate beach experience for hotel guests that is the same as that of the public visitor
- Relocate electrical utilities out of alley - \$250,000 estimate
- Collaborate on traffic management during construction



Miscellaneous Efforts

- **Assist in supporting application for HUD Section 108 loan**
- **Support project obtaining incentives from the County**
- **Support project obtaining incentives from the state and federal levels**



CRA

Commitments



CRA Commitments

- **CRA Infrastructure Incentive - \$1,800,000**
 - Acquisition, impact fees, building permit fees, capacity charges, etc.
- **CRA ten-year TIF on the new portion of the hotel**
 - **Estimated total value over ten years –**
 - \$2,029,400 to \$2,536,750 City portion
 - \$1,475,927 to \$1,844,910 County portion

These taxes would not otherwise be collected if the project does not become a reality. The TIF does not reduce the current ad valorem revenue stream from the property.

Letter of Intent



THE FUTURE OF PLACE

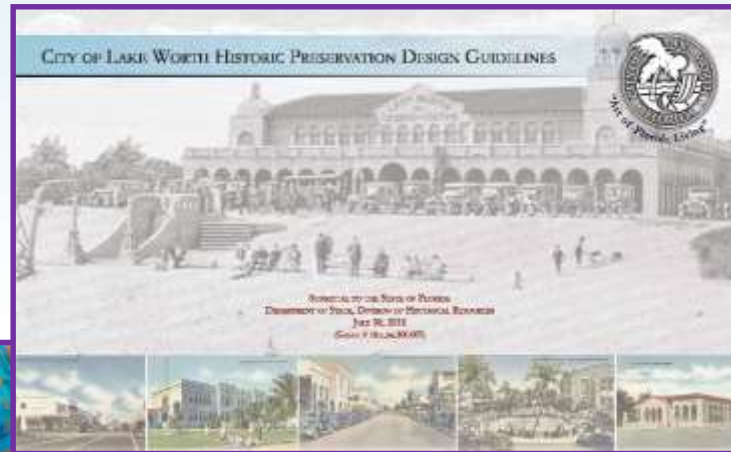
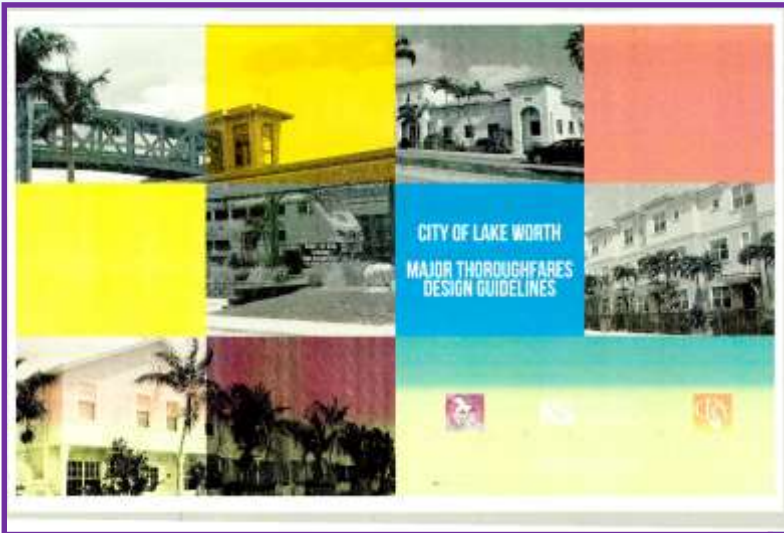
SUPPLEMENTAL DOCUMENTS

That Regulate Project

Major Thoroughfare Guidelines

Historic Preservation Design
Guidelines

Arts and Cultural Master Plan





Questions

**LETTER OF INTENT
GULFSTREAM REDEVELOPMENT**

This Letter of Intent (the "LOI") is entered into as of May 25, 2021 (the "Effective Date") between the **City of Lake Worth Beach**, Florida, a Florida municipal corporation, having offices at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City"), and **Restoration St. Louis, Inc.**, a Missouri corporation, having offices at 4240 Manchester Avenue, St. Louis MO 63110 ("Developer"). City and Developer are collectively referred to as the "**Parties**" and individually as a "**Party**".

The purpose of this LOI is to set forth certain binding and nonbinding provisions pertaining to the redevelopment of the Gulfstream Hotel and the adjoining vacant parcels in downtown Lake Worth Beach ("**Development Property**") by Developer and its affiliated entities ("**Project**").

PART I

The following Paragraphs, A through C (inclusive of all sub-paragraphs), reflect the Parties' current understanding of the efforts described, but are not legally binding and do not impose an enforceable obligation on either Party except as provided in Part II hereof.

A. **Urban Planned Development.** The City and Developer are coordinating on an entitlement process for an urban planned development and historic restoration as outlined by Chapter 23 of the City's Code of Ordinances including review by Historic Resources Preservation Board (HRPB) and the Lake Worth Beach City Commission as appropriate, and release the existing recorded Unity of Title and other restrictions simultaneously with approval of new entitlements for the Development Property for the Project. This process also includes the Parties' current efforts to:

1. Coordinate on a Transfer of Development Rights (incl. 10 additional units per acre) through review and approval before the HRPB, and the Lake Worth Beach City Commission, and waive all fees associated with Transfer of Development Rights; and,
2. Coordinate on a Sustainable Bonus Incentive (incl. additional FAR) through review and approval before the HRPB, and the Lake Worth Beach City Commission, and waive any associated fees.

B. **Economic Investment Incentive.** The City and Developer are preparing an Economic Investment Incentive package as authorized by the City's Code of Ordinances for new revenue streams to the electrical, water, sewer and stormwater utilities based on the estimated for the Project as follows:

1. Electric -\$0.55 per sq ft of conditioned space;
2. Water/Sewer - \$0.12 per sq ft of conditioned space;

3. Stormwater - \$0.03 per sq ft of conditioned space; and,
4. An Economic Investment Infrastructure Incentive of reimbursement of costs for necessary infrastructure improvements adjacent to the Project on behalf of the Electric Utility, Water Utility and/or Public Services Department that are included in the City's Five Year Capital Improvement Plan (CIP) of not less than \$1,000,000.

C. **Miscellaneous Efforts.** The following efforts are being coordinated and evaluated by the Parties and, if practicable or applicable, the resulting obligations of the Parties shall be ready for City Manager, HRPB, and/or Lake Worth Beach City Commission review no later than _____.

1. To evaluate the feasibility and the design of providing for 2-way traffic along South Lakeside Drive between Lake Avenue and 1st Avenue South.
2. To support a valet lane on Lake Avenue in front of the Development Property and assist with coordination with the Florida Department of Transportation (FDOT) as necessary (construction to be at the cost of the Developer, not the City, except for any improvements related to the Economic Investment Infrastructure Incentive (above)).
3. To evaluate parking options as follows:
 - a. Non-exclusive free hotel/restaurant use of existing street parking on Golfview Drive;
 - b. Exploration of a joint option of providing overflow parking for staff and guests;
 - c. Consider alterations in meter and parking restrictions surrounding the Development Property; and,
 - d. Negotiate a purchase or rental rate for public parking in the Development Property if the Developer makes provision for public parking.
4. To evaluate the building permit fee and entitlements application fee parameters for developments over \$30M.
5. To support and coordinate a 10-year ad valorem tax abatement on the historic portion of the Project through review and approval before the HRPB, the Lake Worth Beach City Commission and the Palm Beach County Board of County Commissioners.
6. To the extent possible, collaborate on streetscape improvements and the effect of the newly adopted Lake Worth Beach Major Thoroughfare Design Guidelines.
7. To develop a formal golf course package at the City's Municipal Golf Course to facilitate access for hotel guests and condominium owners.
8. To collaborate and identify appropriate safety and facility improvements for Bryant Park that can be funded and implemented prior to the opening of the Project.
9. To negotiate towards a mutually agreeable mechanism to enable the Gulfstream Hotel to provide its guests with an appropriate hotel experience at the Lake Worth Beach municipal beach property, including branded towel service, chair and cabana rental;

refreshments; beach games/equipment; other similar hotel amenities; and, with an ability for hotel guests to sign charges to their hotel room. The Parties will coordinate with the City's current municipal beach chair vendor and potentially municipal beach restaurant operator(s) ("City's Current Vendors") to implement such services. If such services are available from the City's Current Vendors at an appropriate level and commercially reasonable cost, the Developer and/or City will enter the appropriate agreements with the City's Current Vendors to set forth the terms and conditions for the services. If such agreements terminate or otherwise expire, the Parties will work together in good faith to obtain replacement services. If such services are not reasonably available from the City's Current Vendors, or no other replacement services are reasonably acceptable to the Parties, the City will allow the Developer to operate reasonably near the municipal beach to provide such services directly to hotel guests.

10. To relocate utilities from the abandoned alleyway section bisecting the Development Property and release of City held easements within such alleyway.
11. During the construction period, to temporarily close or restrict access to lanes, streets, alleys, or other public areas in the area of the Development Property as requested by Developer for staging, parking, equipment etc., including without limitation temporary closing of South Lakeview and reduction in lanes on First Ave to permit construction cranes, construction trailers, construction parking, and other construction facilitation. The City may require that any such closure or restriction be for the minimum time reasonably necessary to accommodate construction.
12. To assist with an application for a HUD Section 108 Loan Community Development Block Grant in the amount of Six million dollars (\$6,000,000) to assist with the cost of Project costs permitted by the loan program.
13. To support and assist the Developer in obtaining from the Lake Worth Beach Community Redevelopment Agency: a ten-year TIF on new construction portion of project; a façade and interiors renovation program incentive; and, an infrastructure improvement program incentive.
14. To support and assist the Developer in obtaining from the Palm Beach County: an abatement or significant reduction in impact fees (currently estimated at \$500,000); a Hotel/Motel Sales Tax Rebate; and, Tourism program incentive funding.
15. To support and assist the Developer in obtaining from the State of Florida and/or Federal Government: Development Incentives, Grant Funding, and Development Loans.

The Parties understand that additional discussions and negotiations with respect to Paragraphs A, B and C (inclusive of all sub-paragraphs), above, will be required, and that no Party will be bound to any of the efforts in Paragraphs A, B and C (inclusive of all sub-paragraphs), above, unless and until the City and Developer negotiate, approve and execute acceptable definitive agreements and related documentation (including, without limitation, approvals of the Developer, City's City Manager, HRPB, and/or Lake Worth Beach City Commission) as necessary to achieve binding obligations as to the efforts in Paragraphs A, B and C (inclusive of all sub-paragraphs) above (the "Definitive Agreements").

It is anticipated by the Parties that the Definitive Agreements regarding the efforts in Paragraph A (inclusive of all sub-paragraphs), above, will be fully negotiated and ready in ordinance form for HRPB review no later than November 1, 2021 and Lake Worth Beach City Commission review no later than December 1, 2021. Review by the Lake Worth Beach City Commission will require two (2) meetings per section 166.041, Florida Statutes.

It is anticipated by the Parties that the Definitive Agreement(s) (i.e., Economic Investment Incentive Program Agreement) regarding the efforts in Paragraph B (inclusive of all sub-paragraphs), above, will be fully negotiated and ready for review by the Lake Worth Beach City Commission no later than November 1, 2021.

It is anticipated by the Parties that the Definitive Agreements regarding the efforts in Paragraph C (inclusive of all sub-paragraphs), above, will be ready for review by the City Manager, HRPB, and/or, Lake Worth Beach City Commission (as applicable) no later than October 1, 2021; however, the Parties recognize that some of the efforts set forth in Paragraph C (inclusive of all sub-paragraphs), above, may be of a continuing nature during the course of the Project and further Definitive Agreements may be necessary.

PART II

ARTICLE 1. GOOD FAITH NEGOTIATIONS

Section 1.1 Good Faith Negotiations. Subject to the conditions set forth in this LOI and applicable federal, state and local laws, the Parties agree to use reasonable best efforts and negotiate in good faith to achieve the completion, execution, and delivery of the Definitive Agreements as set forth in Part I above, unless this LOI is earlier terminated pursuant to Part II, Article 2, below, or as may be set forth in the Definitive Agreements. The Parties intend this Part II, Section 1.1, commitment to be legally binding, and each of the Parties represent that this LOI and the commitment made in this Part II, Section 1.1, has the full support of the Parties' necessary approving authorities.

ARTICLE 2. TERMINATION

Section 2.1 Termination. Unless the negotiations set forth in Part I are extended by mutual agreement of the Parties, this LOI shall terminate on the earlier of: (i) execution of all reasonably necessary Definitive Agreements; (ii) the expiration of the negotiation timeframes set forth in Part I, above; or, (iii) as to either or both of the Parties, termination by written notice or mutual agreement.

Section 2.2 Upon the any termination of this LOI, the Parties shall have no further obligation hereunder; provided, however, that the terms and provisions set forth in Articles 3 through 10 shall survive the termination of this LOI.

ARTICLE 3. EFFECT OF THIS LOI

Section 3.1 This LOI is fully supported by the approving authorities of the each of the

Parties; but does not contain all of the material terms necessary for the Definitive Agreements. Rather, the Parties hereby agree that this LOI is intended as a statement of the Parties' good faith, mutual intent and understanding as of the date hereof to proceed with the negotiation of the terms necessary or appropriate Definitive Agreements, subject to the Commitment made in Section 1.1.

Any transaction which might arise from the activities of the Parties as contemplated by this LOI shall be contingent upon the due authorization, execution and delivery by the Parties of the Definitive Agreements, including without limitation the obtaining by each Party of all approvals and all other authorizing actions required to be taken by each Party under its organizational documents.

ARTICLE 4. COSTS AND EXPENSES

Section 4.1 Each Party shall bear its own costs and expenses (including fees of counsel and outside advisors) in connection with the preparation, negotiation and execution of this LOI (whether or not any Definitive Agreements are consummated), in connection with the Project.

ARTICLE 5. LIMITATION ON LIABILITY.

Section 5.1 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ITS REPRESENTATIVES FOR ANY SPECIAL, INDIRECT, NON-COMPENSATORY, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY TYPE OR ANY LOST PROFITS, LOSS OF BUSINESS OPPORTUNITY OR BUSINESS INTERRUPTIONS WHETHER ARISING IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT OR STRICT LIABILITY) OR OTHERWISE, ARISING OUT OF THIS LOI; PROVIDED, HOWEVER, THE PARTIES AGREE THAT ACTIONS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF MAY BE BROUGHT BY EITHER PARTY TO ENFORCE THE BINDING OBLIGATIONS SET FORTH HEREIN.

ARTICLE 6. NO THIRD-PARTY BENEFICIARIES

Section 6.1 This LOI is intended for the benefit of the Parties hereto and is not intended to and does not confer any benefit on third parties.

ARTICLE 7. CHOICE OF LAW

Section 7.1 This LOI shall be governed by the laws of the State of Florida without regard to its conflicts of laws principles. Any disputes resulting in litigation between the Parties shall be conducted in the state or federal courts of the State of Florida located in West Palm Beach, Florida.

Section 7.2 IN ANY LITIGATION ARISING FROM OR RELATED TO THIS LOI, THE PARTIES HERETO EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EACH MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS LOI, OR ANY COURSE OF CONDUCT, COURSE OF

DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF EITHER PARTY TO THIS LOI. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS LOI.

ARTICLE 8. ASSIGNMENT

Section 8.1 No assignment or transfer hereunder shall be made by either Party without the prior written consent of the other Party.

ARTICLE 9. COUNTERPARTS

Section 9.1 This LOI may be executed in counterparts, each of which shall have the effect of and be considered as an original of this LOI.

ARTICLE 10. MISCELLANEOUS

Section 10.1 As of the date hereof, this LOI constitutes the entire agreement between the Parties with respect to the subject matter hereof. There are no other oral understandings, terms or conditions with respect to the subject matter of this LOI, and neither Party has relied upon any representation, express or implied, not contained in this LOI.

Section 10.2 If any one or more of the provisions of this LOI should be ruled illegal, wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction under present or future laws, then: (i) the validity and enforceability of all provisions of this LOI not ruled to be invalid or unenforceable shall be unaffected and remain in full force and effect; (ii) the effect of the ruling shall be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held illegal, wholly or partly invalid or unenforceable shall be deemed amended, and the court or other government body is authorized to reform the provision(s), to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

Section 10.3 Each Party acknowledges that it has actively participated in the negotiation and preparation of this LOI, and that accordingly this LOI and any uncertainty or ambiguity contained herein shall not be construed against any one Party as drafter. The descriptive headings of this LOI are inserted for convenience only and do not constitute a substantive part of this LOI.

Section 10.4 The obligations of the Parties hereunder which by their nature survive the termination of the LOI, shall survive and inure to the benefit of the Parties. Those provisions of the LOI which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination of the LOI.

Section 10.5 This LOI may be amended only by a writing signed by each Party hereto. The failure of a Party to enforce, insist upon, or comply with any of the terms, conditions or covenants of this LOI, or a Party's waiver of the same in any instance or instances shall not be construed as a general waiver or relinquishment of any such terms, conditions or covenants, but the same shall be and remain at all times in full force and effect.

Section 10.6 This LOI sets forth the mutual understandings and intentions relating to the

Project as set forth herein and shall not become effective until reviewed and approved by the Lake Worth Beach City Commission.

IN WITNESS WHEREOF, the parties hereto have made and executed this Letter of Intent (Gulfstream Redevelopment) as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: [Signature]
Betty Resch, Mayor

ATTEST
By: [Signature]
Deborah M. Andrea, CMC, City Clerk

APPROVED AS TO FORM AND APPROVED FOR FINANCIAL LEGAL SUFFICIENCY

By: [Signature] FOR
Glen J. Torcivia, City Attorney

By: [Signature]
Bruce T. Miller, Financial Services Director



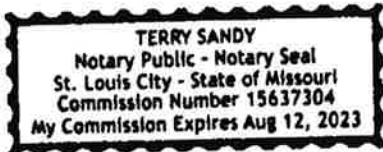
DEVELOPER: Restoration St. Louis, Inc.

By: [Signature]
Print Name: AMRIT GILL
Title: President

STATE OF Missouri
COUNTY OF St. Louis
City

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 1st day of June 2021, by _____, as the [title] of Restoration St. Louis, Inc., a _____ corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Developer to the same.

[Signature]
Notary Public Signature
Notary Seal:





July 9, 2021

HH Gulfstream Land Holdings, LLC
3299 NW 2nd Ave
Boca Raton, FL 33431

RE: Zoning Verification Letter for the properties located at 1 Lake Ave, 11 Lake Ave, 12 S Lakeside Dr, 14 S Lakeside Dr, 20 S Lakeside Dr, 22 S Lakeside Dr, and 24 S Lakeside Dr.

PCNs: 38434421150330090, 38434421150330070, 38434421150330060, 38434421150330050, 38434421150330040, 38434421150330030, and 38434421150330010

To whom it may concern,

The Gulfstream Hotel at 1 Lake Avenue is a contributing resource to the South Palm Park Local Historic District and is listed on the National Register of Historic Places. The other referenced seven (7) parcels, commonly known as the Gulfstream Hotel Properties, are located within the Downtown (DT) zoning district and within the Hotel District Overlay. All seven parcels have a future land use designation of Downtown Mixed Use (DMU). This letter outlines the development standards for the base zoning district (DT) and all incentive programs offered by the City that allow additional height, density, and intensity, inclusive of the City's Charter Amendment to allow development up to eight-seven feet (87').

According to the Palm Beach County Property Appraiser, the subject seven (7) parcels have an approximate combined area of approximately 1.82 acres (79,375 square feet) including the abandoned ten-foot (10') alleyway.

Below please find a zoning analysis of the allowable height, floor area ratio (FAR), and density in the DT zoning district (Hotel District Overlay) and planned development with all incentive programs available:

Base Zoning including Hotel District Overlay

The Hotel District Overlay is intended to provide a mechanism through a conditional land use process to encourage and facilitate hotels or motels of at least fifty (50) rooms as individual projects or as part of an overall mixed-use project.

- Gulfstream Hotel
 - Height: 87 feet (existing)
 - Stories: 7 (existing)
 - Floor Area Ratio (FAR): 2.7 (existing)
 - Density: 21 dwelling units
- Gulfstream Hotel Vacant Properties
 - Height: 45 feet without a hotel and 65 feet with a hotel
 - Stories: 4 without a hotel and 6 with a hotel
 - Floor Area Ratio (FAR): 2.2
 - Density: 51 dwelling units
- Gulfstream Hotel, Gulfstream Hotel Vacant Properties and Alleyway
 - Height: 87 feet (existing Gulfstream Hotel); 65 feet (other properties)
 - Stories: 7 on existing Gulfstream Hotel parcel and 6 on Gulfstream Hotel Properties parcels
 - Floor Area Ratio (FAR): 2.7 (existing Gulfstream Hotel); 2.2 (Gulfstream Hotel Properties)
 - Density: 72 dwelling units

Planned Development including Sustainable Incentive Program (SBIP)

Planned development districts use innovative land planning and development techniques to create more desirable and attractive development in the City, these include relaxing or waiving of certain land development requirements such as parking and setbacks, while providing for height, density, and intensity incentives. The SBIP offers the opportunity to attain an increased height, intensity and density in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

- Gulfstream Hotel
 - Height: 87 feet (existing)
 - Stories: 7
 - Floor Area Ratio (FAR): 3.0625
 - Density: 27 dwelling units
- Gulfstream Hotel Vacant Properties
 - Height: Up to 81.25 feet
 - Stories: 5 (without a hotel) and 7 (with a hotel)
 - Floor Area Ratio (FAR): 3.0625
 - Density: 64 dwelling units
- Gulfstream Hotel, Gulfstream Hotel Vacant Properties and Alleyway
 - Height: 87 feet (existing Gulfstream Hotel); 81.25 feet (Gulfstream Hotel Properties)
 - Stories: 7
 - Floor Area Ratio (FAR): 3.0625
 - Density: 91 dwelling units

Planned Development including Sustainable Incentive Program (SBIP) and Transfer of Development Rights (TDR) and City Charter Building Height

The City's Transfer of Development Rights Incentives allow developers to buy development rights, such as density. The development rights are banked by transferring unused entitlements from City properties and allowing those rights to be purchased and used as an incentive for private development. In addition, Ordinance 2019-16 was approved by voter referendum, which amended the City's Charter to allow a maximum building height of 87 feet for those properties located north of 1st Avenue South and south of Lake Avenue and east of South Lakeside Drive and west of South Golfview Road. This area includes the Gulfstream Hotel and the Gulfstream Hotel Vacant Properties. The Charter amendment sets a new overall building height for the block. In addition, the Charter amendment supports the issuance of a historic waiver to all new development on the block to have increased height inclusive of an additional stories and FAR. The maximum historic waiver allowed that is in line with the City's Comprehensive Plan is an additional 10% of FAR and an additional story of no more than fifteen (15) feet in height.

- Gulfstream Hotel
 - Height: 87 feet (existing)
 - Stories: 8 (with historic waiver)
 - Floor Area Ratio (FAR): 3.3687 (with historic waiver)
 - Density: 32 dwelling units
- Gulfstream Hotel Vacant Properties
 - Height: 87 feet (with historic waiver)
 - Stories: 5 stories (without a hotel) and 8 (with a hotel and historic waiver)
 - Floor Area Ratio (FAR): 3.3687 (with historic waiver)
 - Density: 76 dwelling units

- Gulfstream Hotel, Gulfstream Hotel Vacant Properties and Alleyway
 - Height: 87 feet (existing and with historic waiver)
 - Stories: 8 (with historic waiver)
 - Floor Area Ratio (FAR): 3.3687 (with historic waiver)
 - Density: 109 dwelling units

Please be advised that this letter does not serve as a development approval or identify any potential code compliance violations. A development approval request will need to be submitted and reviewed by staff with subsequent review by the Historic Resources Preservation Board (HRPB). A planned development shall require review by the Historic Resources Preservation Board (HRPB) and the City Commission.

As the subject properties have frontage on Lake Avenue, any new development is required to comply with the City's Major Thoroughfare Design Guidelines. In addition, any exterior alterations and/or additions to the Gulfstream Hotel shall comply with the City's Historic Preservation Ordinance, Historic Preservation Design Guidelines, and the Secretary Standards for Rehabilitation. Development on the other properties also shall comply with these standards as they relate to new construction.

For additional information on potential code compliance violations, please contact the Code Compliance Division at 561-586-1652.

Should you have any additional questions, please feel free to contact our office at (561)-586-1687 or Jordan Hodges, Senior Preservation Coordinator, at (561) 586-1703.

Sincerely,


William Waters (Jul 9, 2021 14:14 EDT)

William Waters, AIA, NCARB, LEED AP BD+C, ID, SEED
Community Sustainability Director
City of Lake Worth Beach Department for Community Sustainability

Attachment – Original development overview prepared for CBRE Real Estate Brochure to market the sale of the hotel properties.



City of Lake Worth Beach Zoning Summary Gulfstream Hotel (1 Lake Ave.) and S. Lakeside Drive properties

Both properties are located in the Downtown Hotel Zone and within a Historic District.

The Downtown area is intended to provide for the establishment and expansion of a broad range of office, retail, commercial and higher density residential uses, including higher intensity commercial. The downtown area east of Federal Highway is the City's hotel district and encourages hotels of 50 rooms or more including a mixed of ground floor uses.

A. Gulfstream Hotel Site

- a. 23,556 sq. ft. (+/-) site - non-conforming building of seven stories and 85 +/- feet. Existing FAR is 2.70. FAR can go as high as 3.0625 with an urban planned development. Zoning is Downtown within Hotel district.
- b. FAR could go to 3.00, which allow for a 7,000 sq. ft. addition.
- c. Additional FAR and/or Density requires an urban planned development approval, which takes up to 120 days and requires two hearings before the City Commission. City Commission meets the first and third Tuesday of each month.
- d. Certificates of Appropriateness (CoA), conditional uses, variances and site plans can be approved by the Historic Resources Preservation Board (HRPB), which is usually no more than 75 days. HRPB meets every second Wednesday of the month.

B. S. Lakeside Drive properties

- a. 55,819 sq. ft. (+/-) site inclusive of alley or 1.28 acres
- b. Base density is 40 units per acre and 45' (four stories) and FAR of 2.45 maximum.
- c. Unit count for Lakeside properties inclusive of vacated alley would be 51 units.
- d. With an urban planned development, density is 50 units per acre and 56.25' height (five stories) and FAR of 3.0625 maximum. Unit count for Lakeside properties inclusive of vacated alley would be 64 units.
- e. 10 additional units per acre are available under Transfer Development Rights program but no additional height or FAR. Unit count could go as high as 76 units inclusive of vacated alley. Cost approx. \$10 per sq foot.
- f. Additional FAR and/or Density requires an urban planned development approval, which takes up to 120 days and requires two hearings before the City Commission. City Commission meets the first and third Tuesday of each month.
- g. Certificate of Appropriateness (CoA), conditional uses, variances and site plans can be approved by the Historic Resources Preservation Board (HRPB), which is usually no more than 75 days. HRPB meets every second Wednesday of the month.

Gulfstream Hotel site and S. Lakeside Dr. properties

- a. 79,375 sq. ft. (+/-) parcel inclusive of alley or 1.82 acres
- b. Zoning is Downtown within Hotel district.
- c. Base density is 40 units per acre and 45' (four stories) and FAR of 2.45 maximum. Unit count for Lakeside properties inclusive of vacated alley would be 72 units.
- d. With an urban planned development, density is 50 units per acre and 56.25' height (five stories) and FAR of 3.0625 maximum. Unit count for Lakeside properties inclusive of vacated alley would be 91 units.
- e. 10 additional units per acre are available under Transfer Development Rights program but no additional height or FAR. Unit count could go as high as 109 units inclusive of vacated alley.
- f. The Hotel District Incentive would allow a building of 65' (six stories) if a hotel of 50 rooms or more is incorporated as part of the project.
- g. Possibility in combining all of the properties together including the Gulfstream Hotel as a hotel of 50 rooms or more would allow for the height on the entire parcel (all 7 properties) to go to 65 ft overall height and six stories.
- e. Additional FAR and/or Density requires an urban planned development approval, which takes up to 120 days and requires two hearings before the City Commission. City Commission meets the first and third Tuesday of each month.
- h. Certificate of Appropriateness (CoA), conditional uses, variances and site plans can be approved by the Historic Resources Preservation Board (HRPB), which is usually no more than 75 days. HRPB meets every second Wednesday of the month.

Other Items of Note

- ✓ Gulfstream Hotel is on the National Register of Historic Places. Therefore, could qualify for the Historical Tax Credit of 10% on hard and soft cost. Advised to check with your tax advisor and historical preservation boards at the State of Florida.
- ✓ City preference is to restore the classic hotel. But zoning does allow for residential or extended stay at the current hotel site.
- ✓ The City has vacated approximately 1,750 sq feet of alley between the hotel and the S Lakeside Drive properties. This square footage is included in the S. Lakeside Drive analysis. However, if transferred to the Hotel site would result in approximately 10,000 overall sq feet added to the hotel.



CITY MANAGER'S OFFICE
CITY HALL
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

September 17, 2020

Amrit Gill
Gulfstream Hotel, LLC
c/o Restoration St. Louis, Inc.
4240 Manchester Ave
St. Louis Mo 63110

RE: Letter of Understanding – Redevelopment of Gulfstream Hotel and adjacent properties

Dear Mr. Gill :

The City is very pleased to learn of the efforts and interest from Restoration St. Louis, Inc. in the proposed renovation of the Gulfstream Hotel and the adjoining vacant parcels. We believe the success of this project would have a very positive impact on downtown Lake Worth Beach and will serve as a catalyst for other private investment in the City.

This letter shall serve as a “Letter of Understanding” to establish the mutual intentions regarding the redevelopment of the Gulfstream Hotel and the adjoining vacant parcels in downtown Lake Worth Beach (“**Development Property**”) by Restoration St. Louis, Inc. and its affiliated entity for this project, Gulfstream Hotel, LLC. This Letter of Understanding is intended to provide clarification of the terms and parameters of the redevelopment of the Development Property and to ensure that both parties are proceeding according to a mutually-agreed set of expectations to avoid any miscommunication and maintain a development process that is smooth and as timely as legally possible.




Under the terms of this Letter of Understanding, the City of Lake Worth Beach, Florida (“**City**”) and Restoration St. Louis, Inc./Gulfstream Hotel, LLC (“**Developer**”), which proposes to redevelop the Development Property, intend to negotiate and enter into a development agreement and/or other appropriate binding document(s) committing to and/or enacting the terms described in this Letter of Understanding.

Please note the following estimates are based upon information provided to date by the Developer. We understand many of the key determinants of the development are being defined; therefore, the following estimated benefits may be adjusted as the project's parameters are further refined and finalized.

To assist Developer with the redevelopment of the Development Property, the City agrees to the following:

- A. To coordinate entitlement process for an urban planned development and historic restoration as outlined by Chapter 23 of the City's Code of Ordinances including review by Historic Resources Preservation Board (HRPB) and the Lake Worth Beach City Commission as appropriate, and release the existing recorded Unity of Title and other restrictions simultaneously with approval of new entitlements for the Development Property.
- B. To facilitate an Economic Investment Incentive package based on new revenue streams to the electrical, water, sewer and stormwater utilities estimated as follows:
 1. Electric -\$0.55 per sq ft of conditioned space
 2. Water/Sewer - \$0.12 per sq ft of conditioned space
 3. Stormwater - \$0.03 per sq ft of conditioned space.
- C. To evaluate an Economic Investment Infrastructure Incentive that may include reimbursement of costs for necessary infrastructure improvements on behalf of the Electric Utility, Water Utility and/or Public Services Department that are included in the City's Five Year Capital Improvement Plan (CIP)
- D. To develop a formal Stipulated Agreement to be presented to the City's Code Compliance Special Magistrate that outlines a schedule for Code Compliance in exchange for a reduction or elimination of existing Code Compliance liens.
- E. To evaluate the feasibility and the design of providing for 2-way traffic along South Lakeside Drive between Lake Avenue and 1st Avenue South.
- F. To support a valet lane on Lake Avenue in front of the Development Project and assist with coordination with the Florida Department of Transportation (FDOT) as necessary.
- G. To evaluate parking options as follows:
 1. Non-exclusive free hotel/restaurant use of existing street parking on Golfview Drive
 2. Exploration of a joint option of providing overflow parking for staff and guests.
 3. Consider alterations in meter and parking restrictions surrounding the Development Property
 4. Negotiate a purchase or rental rate for public parking in the Development Property if the Developer makes provision for public parking
- H. To evaluate the building permit fee and entitlements application fee parameters for developments over \$30M
- I. To coordinate a 10-year ad valorem tax abatement on the historic portion of project through review and approval before the HRPB, the Lake Worth Beach City Commission and the Palm Beach County Board of County Commissioners.



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- J. To the extent possible, collaborate on streetscape improvements and the effect of the newly adopted Lake Worth Beach Major Thoroughfare Design Guidelines.
 - K. To develop a formal golf course package to facilitate access for hotel guests and condominium owners.
 - L. To collaborate with the Developer to identify appropriate safety and facility improvements for Bryant Park that can be funded and implemented prior to the opening of the hotel.
 - M. To negotiate with the Developer for usage of the City's public beach property to provide for a limited array of amenities for Gulfstream Hotel guests including the following:
 - 1. Right of hotel to operate a 300 sq. ft. cabana at a mutually agreeable location off the sand but near the beach with facilities for electric, plumbing, wifi for check in by hotel guests.
 - 2. A storage space in the casino complex sufficient for towels, umbrellas, chairs, beverages, and other amenities to be distributed from the cabana to hotel guests.
 - N. To collaborate on the design and the relocation of utilities from the abandoned alleyway section bisecting the Development Property and release of City held easements on such property.
 - O. To assist with an application for a HUD Section 108 Loan Community Development Block Grant in the amount of five million dollars (\$5,000,000) to assist with the cost of the following improvements including but not limited to:
 - 1. A parking structure on nearby lot
 - 2. Streetscape, sidewalk and public infrastructure improvements;
 - 3. Other project costs permitted by the loan program
 - P. To support and assist the Developer in obtaining:
 - 1. From the Lake Worth Beach Community Redevelopment Agency:
 - a. A ten-year TIF on new construction portion of project
 - b. A façade and interiors renovation program incentive
 - c. An infrastructure improvement program incentive;
 - 2. From Palm Beach County:
 - a. Abatement or significant reduction in impact fees (currently estimated at \$500,000)
 - b. Hotel/Motel Sales Tax Rebate
 - c. Tourism program incentive funding;
 - d. Use of small existing marina located to the north of the Development Property and,
 - 3. From the State of Florida and/or Federal Government
 - a. Development Incentives
 - b. Grant Funding
 - c. Development Loans.
- 
- 

- Q. To coordinate a Transfer of Development Rights (incl. 10 additional units per acre) through review and approval before the HRPB, and the Lake Worth Beach City Commission, and waive all fees associated with Transfer of Development Rights .
- R. To coordinate a Sustainable Bonus Incentive (incl. additional FAR) through review and approval before the HRPB, and the Lake Worth Beach City Commission , and waive any associated fees..
- S. During the construction period, to temporarily close or restrict access to lanes, streets, alleys, or other public areas in the area of the Development Property as requested by Developer for staging, parking, equipment etc. , including without limitation temporary closing of South Lakeview and reduction in lanes on First Ave to permit construction cranes, construction trailers, construction parking, and other construction facilitation. The city may require that any such closure or restriction be for the minimum time reasonably necessary to accommodate construction.

Both parties recognize that all intentions and agreements set forth in this Letter of Understanding are non-binding and do not impose an enforceable obligation(s) on either party, but are for the express purpose of allowing preliminary steps and work on this project to proceed under a shared understanding of the parameters of the project. This is not a complete statement of all terms and conditions associated with the project, but provides a basis for further discussions and negotiations. This Letter of Understanding shall not constitute the basis for an agreement by estoppel or otherwise. Any transaction which might arise from the activities of the parties as contemplated by this Letter of Understanding shall be contingent upon the due authorization, execution and delivery by the parties of a formal written development order and/or other written documents(s) for which each party must obtain all management, board and regulatory approvals required under its organizational documents, including without limitation the City's Charter and Code of Ordinances, and those of any other entity contemplated herein.

If you are in agreement with the foregoing, please sign below and return a signed copy to me within thirty (30) days at 7 N. Dixie Highway, Lake Worth Beach, FL 33460.

If you have any questions, please let me know.

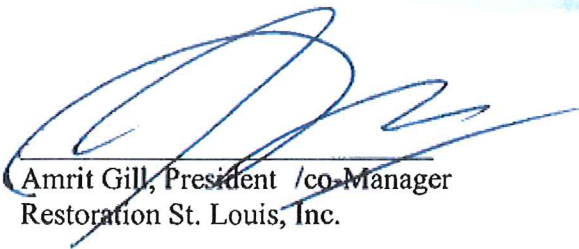
Sincerely,



Michael Bornstein
City Manager
City of Lake Worth Beach, Florida

The undersigned, on behalf of the Developer, agree with the foregoing Letter of Understanding.





Amrit Gill, President /co-Manager
Restoration St. Louis, Inc.



9/17/2020
Date





City of
Lake Worth
Beachsm
FLORIDA



02/01/2021



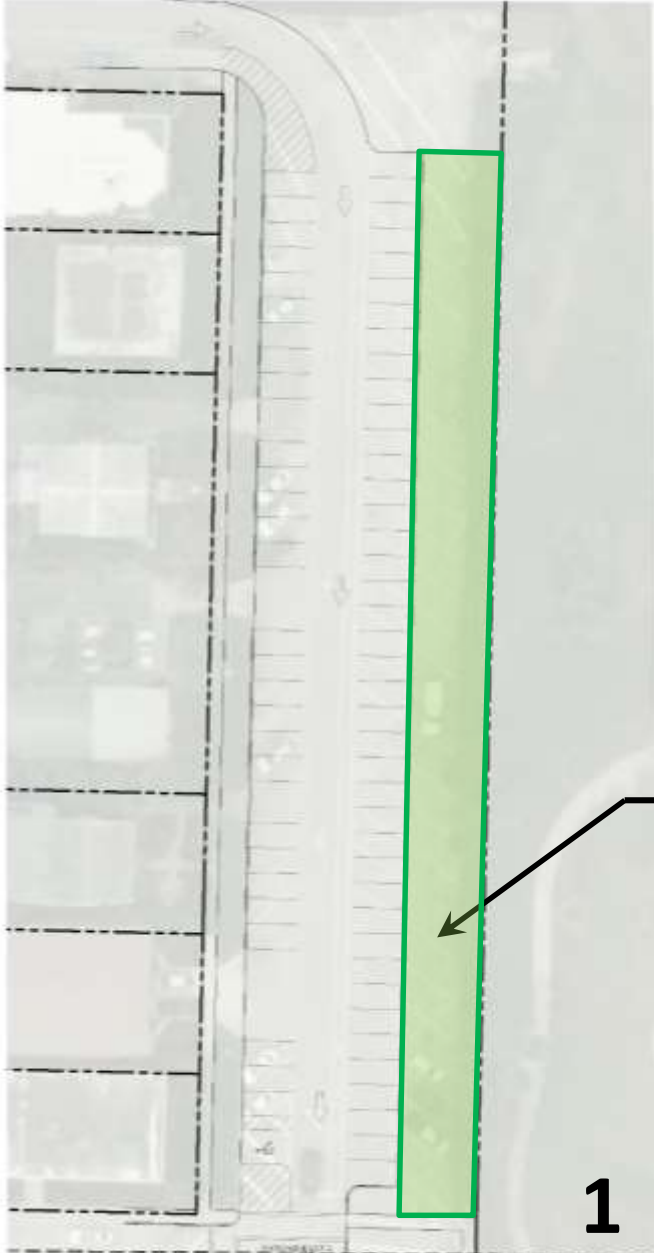
Existing Conditions



Option 1

90 Degree





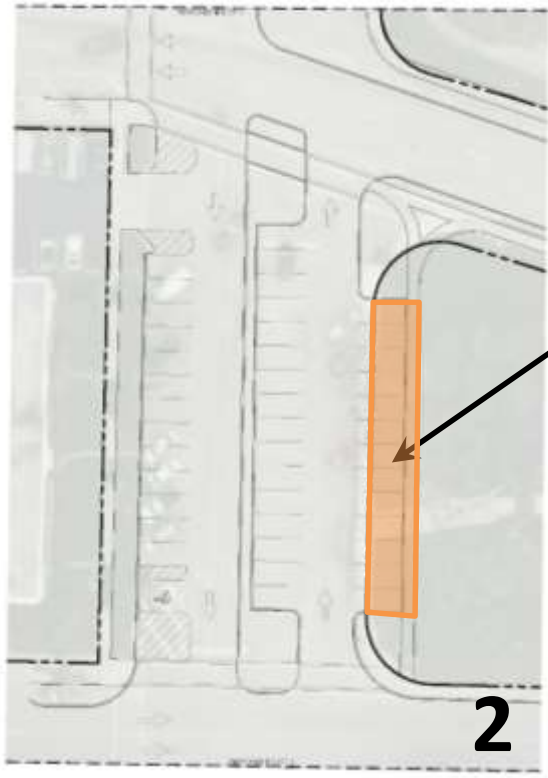
28' Additional Green Space

1

LOT 1:	
EXISTING CAR PARKING	20
EXISTING BOAT PARKING	21
PROPOSED CAR PARKING	70
NET INCREASE	29

LOT 2:	
EXISTING CAR PARKING	19
PROPOSED CAR PARKING	43
NET INCREASE	24

TOTAL CAR PARKING
305 (+143 SPACES)



17' Into Park Space

2

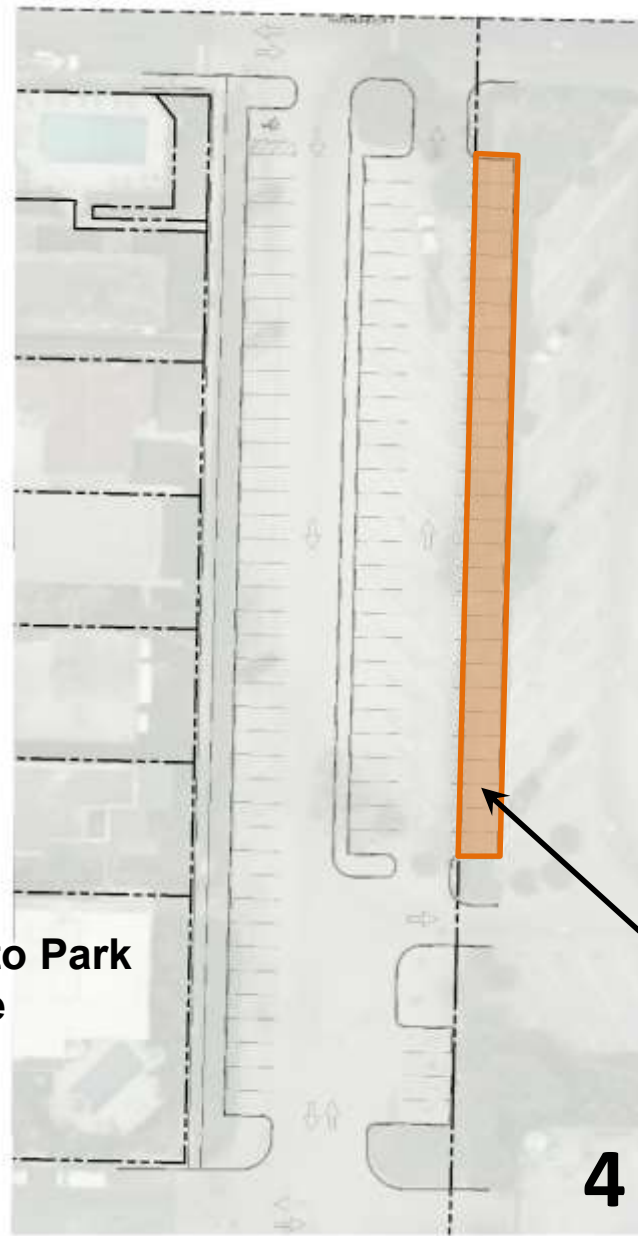
90 Degree Parking





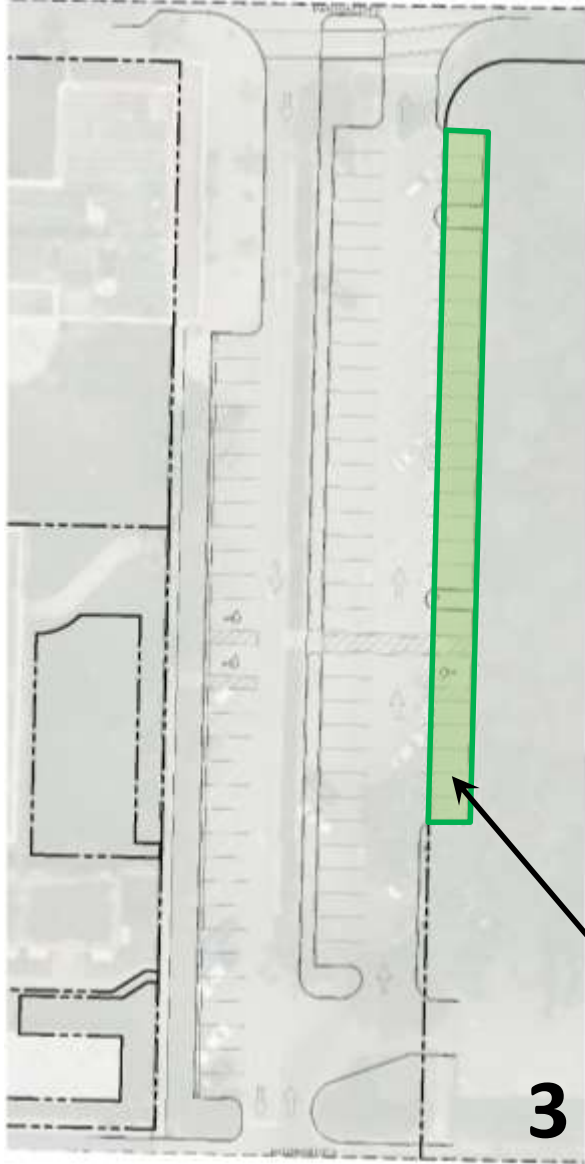
LOT 3:	
EXISTING CAR PARKING	61
PROPOSED CAR PARKING	89
NET INCREASE	28
LOT 4:	
EXISTING CAR PARKING	25
EXISTING BOAT PARKING	16
PROPOSED CAR PARKING	103
NET INCREASE	62

TOTAL CAR PARKING
305 (+143 SPACES)



15' Into Park Space

4



15' Into Park Space

3

90 Degree Parking



Option 2

45 Degree





25' Additional Green Space



LOT 1:

EXISTING CAR PARKING	20
EXISTING BOAT PARKING	21
PROPOSED CAR PARKING	38
NET INCREASE	18

LOT 2:

EXISTING CAR PARKING	19
PROPOSED CAR PARKING	21
NET INCREASE	2

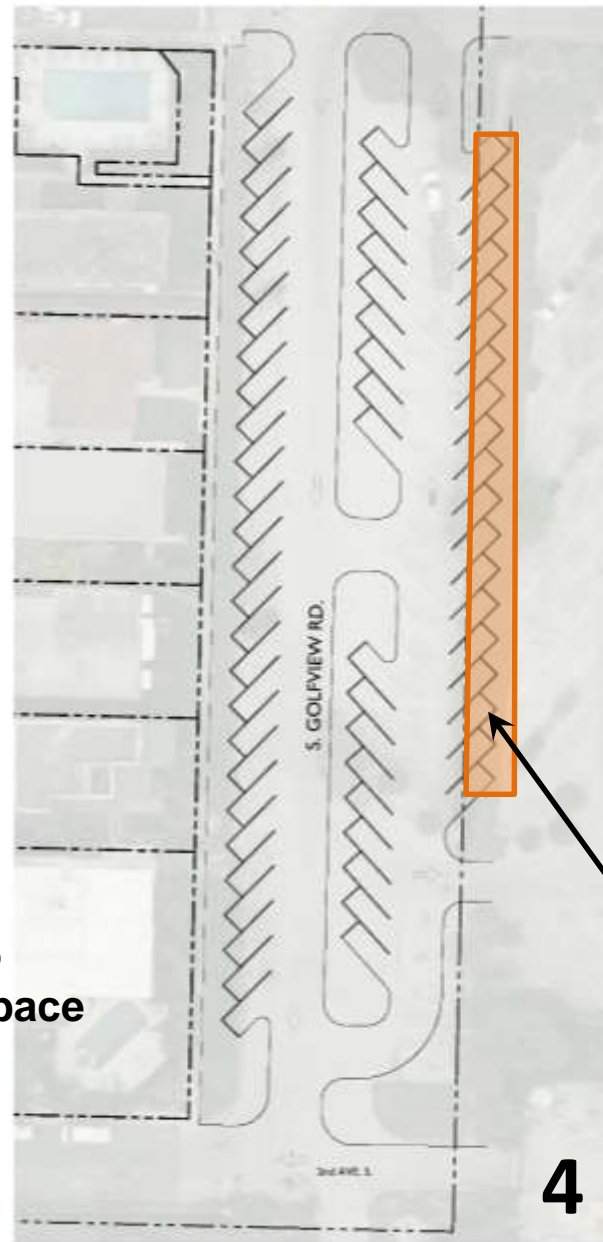
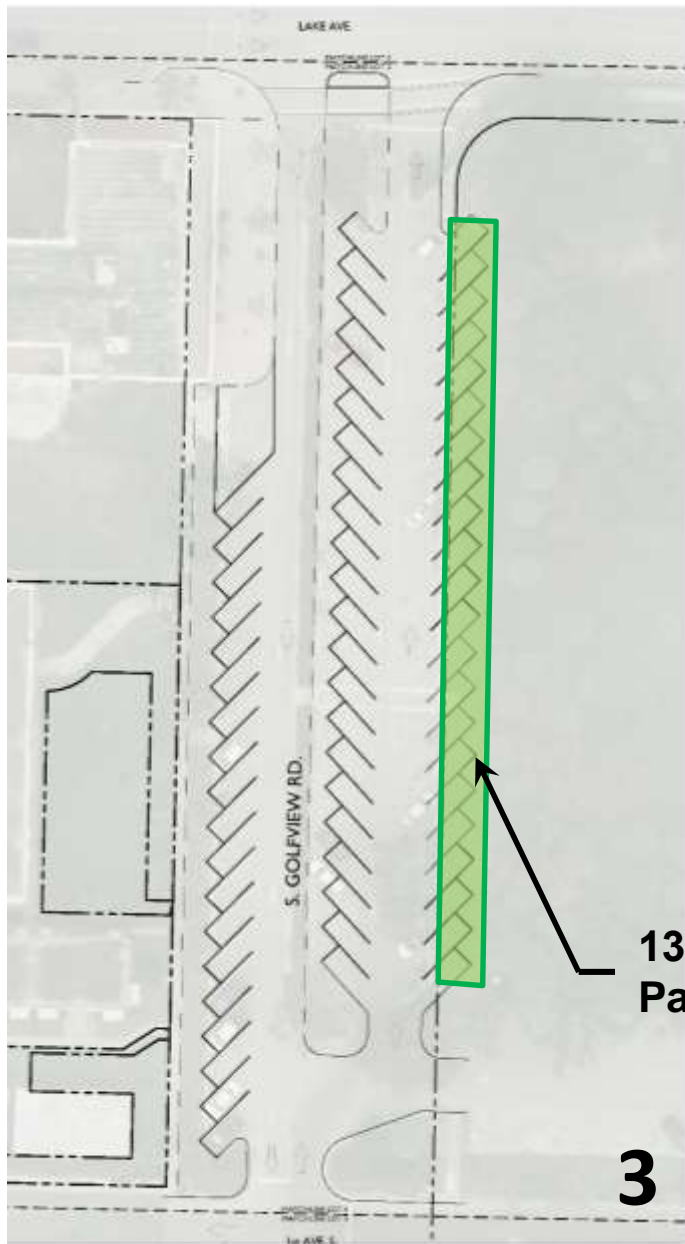
**TOTAL CAR PARKING
186 (+61 SPACES)**

17' Into Park Space



45 Degree Parking





LOT 3:	
EXISTING CAR PARKING	61
PROPOSED CAR PARKING	63
NET INCREASE	2
LOT 4:	
EXISTING CAR PARKING	25
EXISTING BOAT PARKING	16
PROPOSED CAR PARKING	64
NET INCREASE	39

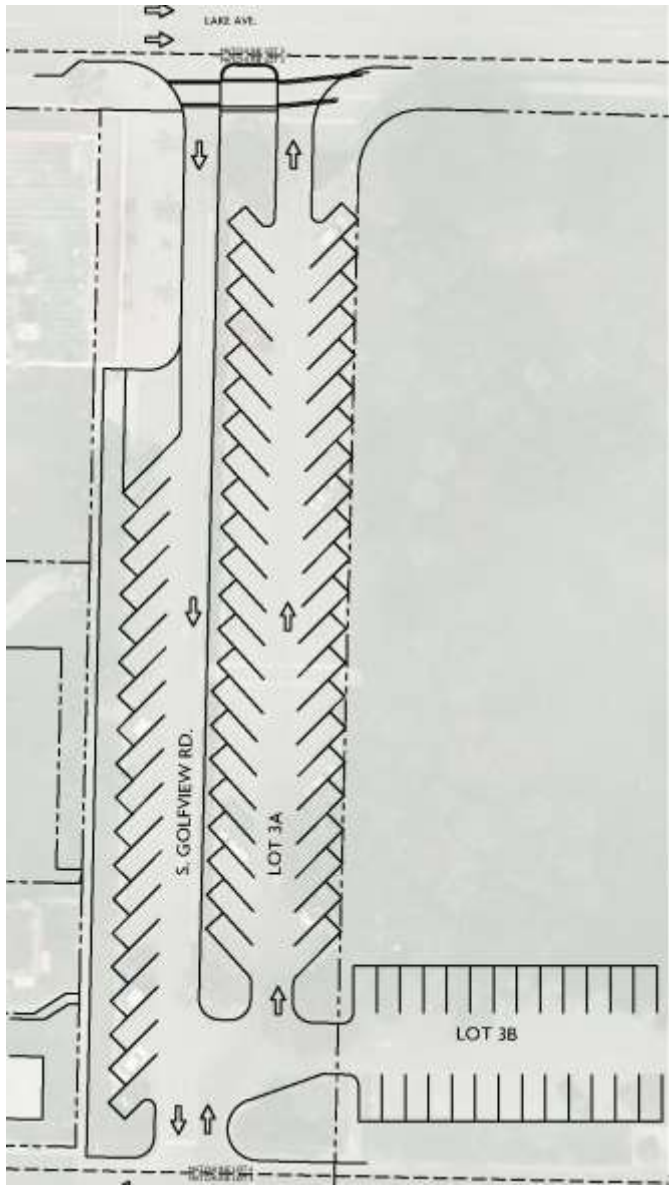
TOTAL CAR PARKING
186 (+61 SPACES)

12' Into Park Space

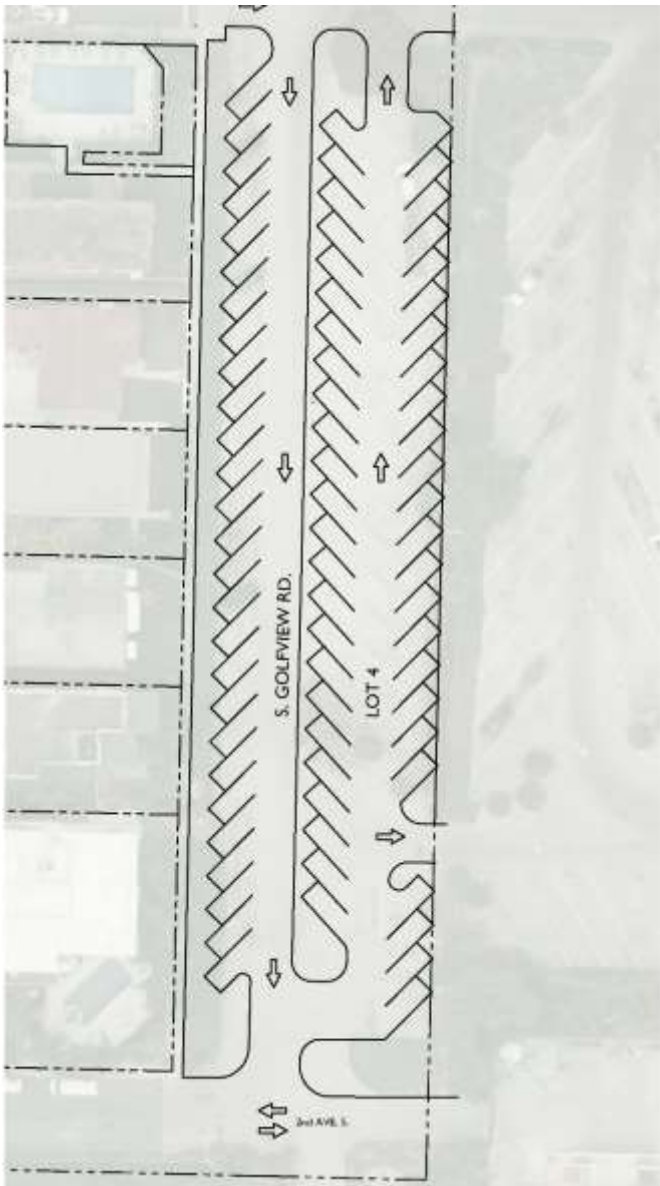
13' Into Park Space

45 Degree Parking





3



4

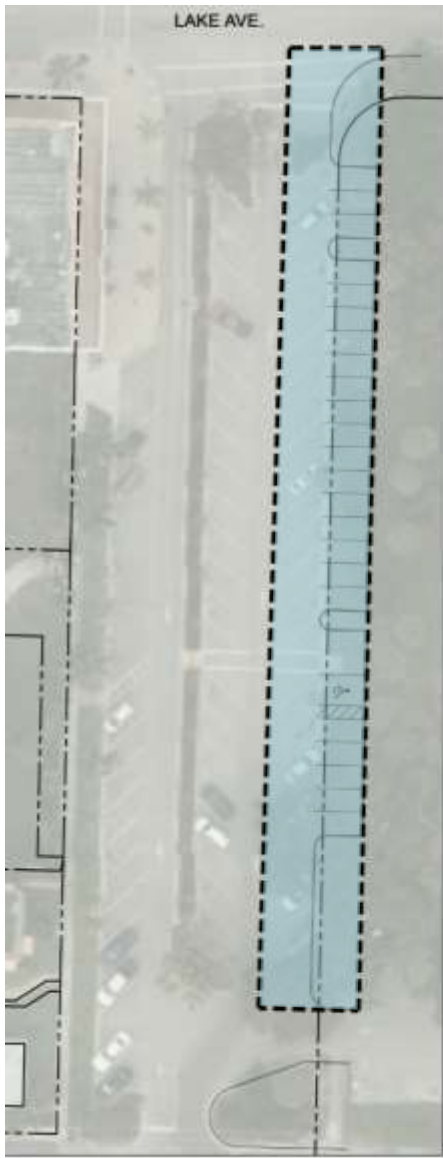
LOT 3A:	
EXISTING CAR PARKING	61
PROPOSED CAR PARKING	63
NET INCREASE	2
LOT 3B:	
EXISTING CAR PARKING	18
PROPOSED CAR PARKING	26
NET INCREASE	6
LOT 4:	
EXISTING CAR PARKING	25
EXISTING BOAT PARKING	16
PROPOSED CAR PARKING	71/75
NET INCREASE	46/50

TOTAL CAR PARKING
140 or 144
(Increase of 52 or 56 SPACES)

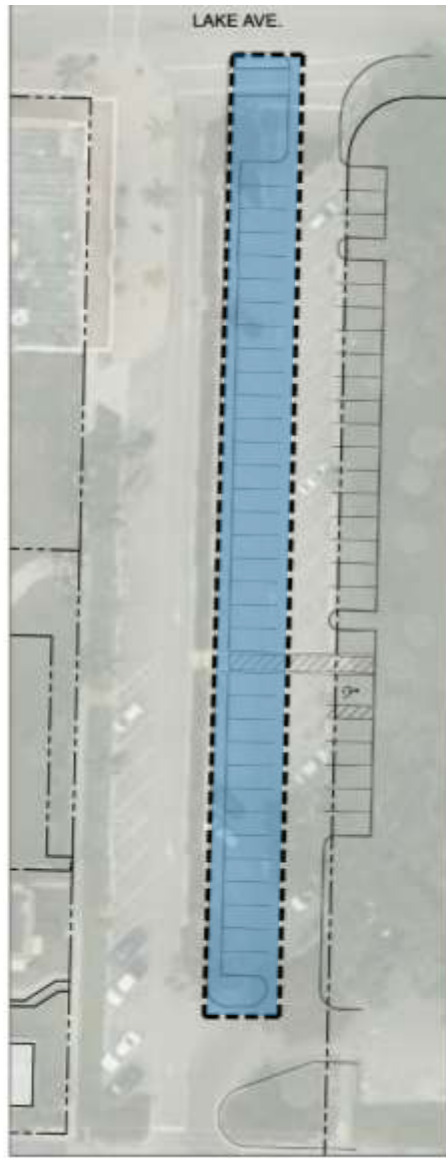
No Encroachment Into
Natural Park Area

45 Degree Parking - Alternate

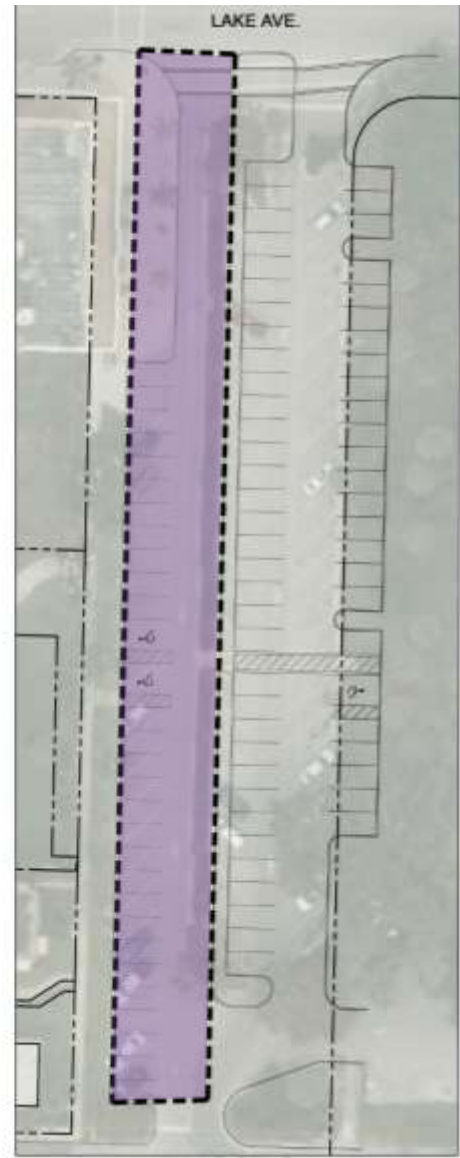




PHASE 1



PHASE 2



PHASE 3

Phasing Plan

