

**CITY OF LIGHTHOUSE POINT, FLORIDA**  
**CITY COMMISSION AGENDA ITEM REPORT**  
**MEETING DATE – January 11, 2022**

**AGENDA ITEM NO. - \_\_\_\_\_**

**PREPARED BY** – James Hickey, Consultant Planner **DIRECTOR APPROVAL** - \_\_\_\_\_  
**ADMINISTRATOR APPROVAL** - \_\_\_\_\_

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**SUBJECT:** First reading and public hearing of Ordinance to approve Development Agreement for the Lighthouse Point Yacht Club

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**1. BACKGROUND/HISTORY**

Stephanie J. Toothaker, Esq. on behalf of the owner, Lighthouse Point Yacht Club Investments LLC (Applicant), has submitted applications for the redevelopment of the Lighthouse Point Yacht Club (Yacht Club) Property, located at 2701 NE 42 Street. The City Commission has already approved on first reading an ordinance to amend the City's Future Land Use Map, an ordinance to amend text in the City's Comprehensive Plan, and an ordinance to create a new zoning district, the Yacht Club-Mixed Use (YC-MU).

As part of the rezoning of the property to the YC-MU zoning category, the Applicant and City must execute a development agreement clearly identifying the roles of the Applicant and City along with detailed information on how the project will be built, what the requirements for the project are and the timeframe for completion of the project. There are open items in the document requiring review by the City Commission prior to their consideration of the item. The open items and the status of the item are provided within this memorandum. The proposed site plan, being considered as part of the rezoning application, will be an attachment to the Development Agreement once approved, as well as a phasing plan.

The Development Agreement covers the proposed Yacht Club Redevelopment Project which includes redeveloping the Yacht Club property with a 63,103 gross square-foot yacht club clubhouse, a 3,927 square-foot tennis center, a 2,420 square-foot renovated children's activity center, along with an up to 22-unit residential development, currently proposed as 21 townhomes and 1 single-family home. The Applicant is also replacing the seawalls on the property in conjunction with approval of the redevelopment. The property is approximately 12.2 gross acres and 9.5 net acres. The current property is zoned Planned Business District (B-2A) with an underlying future land use designation of Commercial Recreation.

The Applicant has submitted several concurrent applications which together are required to facilitate the proposed redevelopment. The applications include:

- Land Use Plan Map Amendment for an approximate 3.7 gross-acre portion of the Property from Commercial Recreation to Irregular (6 du/ac) Residential to allow for residential development;
- Comprehensive Plan Text Amendment to clarify the allowable uses in the Residential and Commercial Recreation land use categories, with the latter allowing for mixed-use and a maximum height; and
- Land Development Code text amendment to create the new Yacht Club-Mixed Use (“YC-MU”) zoning district, establish regulations for the new zoning district, and amend the City’s code to permit tandem parking in the YC-MU zoning district;

*Status: These three applications were approved by the Planning and Zoning Board, and the City Commission on First Reading. Each requires a Second Reading for consideration of approval and adoption by the City Commission.*

- Rezoning application to request to rezone site from B-2A to YC-MU; and
- Approval of a Site Plan for the proposed development (approved as an attachment to the Development Agreement)

*Status: These two applications were approved by the Planning and Zoning Board and require approval by the City Commission. The rezoning application will require two readings of the ordinance while the site plan will be reviewed by the City Commission as part of the rezoning.*

## **2. OUTSTANDING ITEMS WITHIN THE DEVELOPMENT AGREEMENT**

The Development Agreement is attached to this staff report. This document includes indications of the outstanding issues that need to be finalized in the Development Agreement, which are summarized as follows:

### Section 8.2.10 (e) and (g) Marina and Pump out services

- The language in the Development Agreement includes what was agreed to at the Planning and Zoning Board meeting. The specific manner in which the pump out services will be delivered will be administratively reviewed and approved through the building permit process.

### Section 8.2.12 Overflow Parking

- There has been some discussion regarding when a special event plan is needed and whether the Applicant has secured an agreement for overflow parking. On December 22, 2021, a parking memorandum was provided to City staff by the Applicant's traffic engineer based on input from the December 7, 2021, Planning and Zoning Board meeting to establish criteria for when the overflow parking is required. The Applicant's Traffic Engineer's memorandum recommends that overflow parking would be provided when 325 or more guests are planned for an event at the Yacht Club. This memorandum was reviewed by the City's Traffic Engineer who provided a memorandum dated December 28, 2021, requesting additional information regarding the residential uses and the marina uses to better reflect the potential parking utilized by other uses within the property. Taking these into account, the maximum number of guests at a special event will be lower than 325 based on a re-analysis of the total parking demand.

### Section 13 Duration of Development, and Section 14 Phasing of Proposed Development

- There have been significant discussions between the Planning and Zoning Board, the Applicant, and City Administration regarding the duration of construction as well as the phasing of the development. At the December 7, 2021 meeting, the Planning and Zoning Board recommended a two phased approach for construction. Phase 1 would take 26 months from the Start of Construction as that term is defined in the Development Agreement. Phase 1 includes the demolition of the yacht club and reconstruction of the tennis center (temporary club house) along with the construction of the new yacht club clubhouse, and residential buildings 2, 3, 4, and 5. Phase 1 would also include construction of the Tennis-Bistro, the Kids' Center and construction of the wall and landscaping along NE 42 Street to provide screening of the project from adjacent residents within the initial ten (10) months of Phase 1. Phase 2 includes the remaining residential buildings 1 and 6 and the

remainder of any site work. The total construction would be 40 months from the Start of Construction for both phases.

- Section 14 includes reference to an Exhibit “G” for the Phasing Plan. The applicant submitted a revised phasing plan narrative on December 22, 2021. The City’s consultant planner identified the following outstanding issues from the December 22, 2021, submittal:
  - Phasing Narrative – The paragraph numbers below correspond to those paragraph numbers within the revised Phasing Narrative.
    5. Section should state that the majority of the improvements could not be built until the Final Site Plan and the corresponding approvals are approved prior to any issuance of a building permit.
    11. There’s some concern that the site will be paved and maintained to provide accessible routes to areas of the site open to the public during construction.

- Phasing Plan

The City did not receive a revised phasing plan from the Applicant so the existing plans and narrative are not consistent nor does the phasing plan incorporate any of the proposed changes to reduce the construction project to two phases per the recommendation of the Planning and Zoning Board. In addition, the proposed changes to the phasing plan based on the City’s consultant planner’s report to the Planning and Zoning Board were not updated with the resubmittal of the phasing narrative. Those outstanding issues are shown below:

**PP1**

- Phasing plan should be consistent with the updated Phase 1 and Phase 2 recommended by the Planning and Zoning Board and updated per the revised narrative.
- Note for dock guardrail notes should state, “General contractor shall provide guardrail system along all waterways of the docks where accessible route is required during the construction process.” This route will be required until interior sidewalks are accessible and complete to each building with a certificate of occupancy.
- Will all parking areas remain as asphalt during first and second phases?
- Shows privacy wall built in Phase 1. Plan should also include the landscaping along NE 42 Street as requested by the Planning and Zoning Board.

**PP2**

- Note for dock guardrail notes should state, “General contractor shall provide guardrail system along all waterways of the docks where accessible route is required during the construction process.”

Page 15 Section 14.4 Yacht Club Clubhouse

- The Agreement states that the permit for the tennis center must be issued within 6 months of the effective date of the agreement and the Applicant is concerned about that timeframe if permits are submitted and not issued in the 6-month timeframe. The City’s position has been to establish a length of time to ensure that the project stays on the timeline outlined within the Development Agreement.

### **3. ATTACHMENTS**

- A. Proposed Ordinance
- B. Draft Development Agreement
- C. Applicant Proposed Phasing Plan and Phasing Narrative

#### **4. FINANCIAL IMPACT**

The Applicant has been paying the City's costs of processing its applications. The Development Agreement includes several financial components for the Applicant. The City will incur costs in monitoring and managing the Agreement

#### **5. ACTION OPTIONS/RECOMMENDATION**

The City Commission is requested to conduct a public hearing and consider the Ordinance approving the Development Agreement on first reading and announce that the second public hearing on the Development Agreement will occur on February 8, 2022, with the following conditions:

1. Applicant shall provide a revised set of the Phasing Plan to be consistent with the revised narrative and the recommendation set forth by the Planning and Zoning Board.
2. Applicant's traffic consultant shall provide additional analysis to determine the maximum number of guests allowed with a special event without the need for an offsite parking arrangement.