

23. DISCUSS RECLAIMING THE CITY'S VISION FOR THE EASTERN GATEWAY OF LINCOLN ROAD (100, 200, 300 BLOCKS).

Applicable Area:

# MIAMI BEACH

## COMMITTEE MEMORANDUM

TO: Land Use and Sustainability Committee Members  
FROM: Eric Carpenter, City Manager  
DATE: June 10, 2025  
TITLE: DISCUSS RECLAIMING THE CITY'S VISION FOR THE EASTERN GATEWAY OF LINCOLN ROAD (100, 200, 300 BLOCKS).

### **RECOMMENDATION**

The Administration is presenting to the Land Use and Sustainability Committee (LUSC) a project update for discussion.

### **BACKGROUND/HISTORY**

On May 21, 2025, the Mayor and City Commission (City Commission) referred item R9 AE (Exhibit A), sponsored by Commissioner Alex Fernandez, to the LUSC, to reclaim the City's vision for the eastern gateway of Lincoln Road — specifically the 100, 200, and 300 blocks.

On September 14, 2022, at the request of Commissioner Alex Fernandez, the City Commission referred discussion item C4 AB to the Land Use and Sustainability Committee (LUSC), the Public Safety Neighborhood and Quality of Life Committee (PSNQLC), and the Finance and Economic Resiliency Committee (FERC) regarding the possibility of improvements to the 100-300 blocks of Lincoln Road to enhance the pedestrian and vehicular experience with a vision to revitalize the area.

Di Lido Beach Resort LLC, the owner of 1 Lincoln Road (Ritz-Carlton Hotel, South Beach) and EBJ Sagamore LLC, owner of 1671 Collins Avenue (Sagamore Hotel South Beach) (Developer), seeing an opportunity to partner with the City toward this vision, proposed a renovation and expansion to their existing properties (Private Project). As part of their redevelopment plan, the owners proposed to design and engineer, subject to direction from, and approval by, the City, certain pedestrian, vehicular and other improvements within the Lincoln Road right-of-way from Washington Avenue east to the beachwalk.

These improvements are intended to beautify and transform Lincoln Road into a robust pedestrian plaza, 200-300 Blocks, and to allow for a more convenient and safe connection for the public across the 100 Block of Lincoln Road, to the beachwalk, with additional enhancements associated with pedestrian and vehicular entry, access, and loading for the Ritz-Carlton (Public/ Private Project).

At the November 14, 2022, FERC meeting, following a presentation by the Developer, the Committee discussed this item and passed a motion favorably recommending the item to the December 14, 2022, City Commission meeting. More specifically, the Committee recommended 1) that the Administration enter into negotiations with the Developer with regard to a development agreement to be approved by the City Commission at a later date; 2) a Commission resolution supporting the closure of the 200 and 300 Blocks of Lincoln Road to vehicular traffic and the partial closure of the 100 Block of Lincoln Road, subject to certain conditions and approval of a traffic study; and 3) that the Administration work with the Developer on a maintenance agreement for the maintenance of the 100 Block and the beachwalk.

At the November 18, 2022, LUSC meeting, the LUSC discussed this item and passed a motion favorably recommending the item to the City Commission. The LUSC recommended that the Administration 1) work with the Developer to finalize the traffic study and conduct the associated peer review; 2) verify the estimated construction costs; and 3) enter into negotiations with the Developer on the terms of a development agreement.

At the November 30, 2022, PSNQLC meeting, the PSNQLC discussed this item and passed a motion favorably recommending the item to the December 14, 2022, City Commission meeting. The PSNQLC recommended that the Administration enter into negotiations with the Developer with regard to a development agreement and a maintenance agreement, and to finalize the traffic study.

On December 14, 2022, the City Commission unanimously adopted Resolution No. 2022-32444, authorizing the Administration to engage in negotiations, with the Developer, for a development agreement which would, among other terms, memorialize the framework for such Lincoln Road Improvements. The Resolution further directed the Administration to analyze all aspects of the potential pedestrianization of the 200 and 300 Blocks of Lincoln Road, between Washington and Collins Avenues, and the reduction of vehicular traffic east of Collins Avenue.

Subsequently, on June 28, 2023, the City Commission adopted Resolution No. 2023-32629 (Exhibit B), directing the Administration to negotiate an Improvement and Maintenance Agreement for the 100-300 blocks of the Lincoln Road right-of-way, consistent with the term sheet negotiated pursuant to Resolution No. 2022-32444, with the final agreement subject to the prior approval of the City Commission. The Resolution further, authorized the City Manager to execute the necessary Land Use Board applications related to the proposed improvements in accordance with the concept plans attached to the term sheet.

The Private Project was approved by the Historic Preservation Board (HPB) in October 2023, and the Public/Private Project was approved in December 2023.

## **ANALYSIS**

The Public/Private Project which includes the improvements for the 100 Block of Lincoln Road between Collins Avenue and the Beachwalk was estimated not to exceed \$12 million. The City and the Developer agreed to cooperate in seeking funding from other agencies including, but not limited to, the State of Florida, to cover some of the costs for this project. The City applied for grant funding and was awarded a grant by the State of Florida in the amount of \$4,850,000.

In August 2024, FDOT advised City staff of the approved funding in the amount of \$4,850,000 which includes \$4,000,000 in funding towards the Public/Private Project, and \$850,000 for security bollards at locations along the Beachwalk.

The Administration and the City Attorney's Office have been negotiating with the terms of the Improvement and Maintenance Agreement (Agreement) for the Public/Private project with the Developer. It is anticipated that the Agreement will be presented to the City Commission in July 2025. The design of the Public/Private Project is anticipated to be completed in Spring 2026 followed by permitting. Anticipated start of construction is Spring 2027 and substantial completion by Spring 2028.

Improvements to the 200-300 Blocks of Lincoln Road are subject to the finalization of the Agreement, but no less than the following terms: assuming that the City and the Developer secure dedicated funding sources to cover all of the hard costs previously estimated at approximately \$14.6 million, within the ten (10) year period following the execution of the Agreement, the developer will be responsible for the preparation and processing of the necessary HPB application

and for funding the cost of the work of all design professionals.

### **FISCAL IMPACT STATEMENT**

The total estimated cost for the Public/Private project is \$12 million. The City's contribution in the amount of \$4 million has been appropriated in the Capital Budget. The City has received the grant agreement from FDOT in the amount of \$4 million for the Public/Private Project. The Developer will contribute \$4 million as part of the Agreement.

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

(FOR ORDINANCES ONLY)

The Business Impact Estimate (BIE) was published on .

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

### **FINANCIAL INFORMATION**

N/A

### **CONCLUSION**

The foregoing is presented to the members of the Land Use and Sustainability Committee for update and discussion.

### **Applicable Area**

South Beach

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

Yes

**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**

Capital Improvement Projects

### **Sponsor(s)**

Commissioner Alex Fernandez

### **Co-sponsor(s)**

### **Condensed Title**

Discuss reclaiming the City's vision for the eastern gateway of Lincoln Road (100, 200, 300 blocks).

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission

FROM: Commissioner Alex Fernandez

DATE: May 21, 2025

TITLE: DISCUSS RECLAIMING THE CITY'S VISION FOR THE EASTERN GATEWAY OF LINCOLN ROAD (100, 200, 300 BLOCKS).

### RECOMMENDATION

Please place on the next City Commission agenda a discussion item to reclaim the City's vision for the eastern gateway of Lincoln Road — specifically the 100, 200, and 300 blocks. Promotional efforts surrounding the eastern end of Lincoln Road continue to draw public attention to a project long championed by the City Commission. While it's encouraging to see interest in this important corridor, the contrast between the visibility of public relations and the invisibility of real progress is difficult to ignore.

Over the past three years, the City of Miami Beach has taken clear, deliberate action to advance the revitalization of the 100–300 blocks of Lincoln Road — not through panels or soundbites, but through public process and investment:

- **September 2022:** The Commission referred the revitalization concept to committee for formal review and strategic planning.
- **December 2022:** We unanimously adopted Resolution No. 2022-32444, authorizing negotiations with the developer and calling for a comprehensive evaluation of pedestrianization, mobility, safety, and infrastructure. Importantly, this resolution also referenced the controversial bus stops on the north and south sides of Lincoln Road between Collins and Washington, which serve routes reaching the West Miami-Dade Correctional Facility and have long been believed to contribute to criminal activity in the area. To date, no action has been taken.
- **June 2023:** We approved Resolution No. 2023-32629, outlining a \$12 million public-private partnership comprised of \$4 million in City funds (already committed), \$4 million from the developer, and \$4 million to be pursued through the state appropriations process. The Commission also authorized the negotiation of improvement and maintenance agreements and the submission of associated land use applications.

The City Commission has fulfilled its role — setting policy, investing public dollars, and creating the framework for success. And yet, nearly three years later, not a single element of this transformation has materialized.

We must now ask the difficult but necessary question: Is our private-sector partner prepared to deliver? Because while news clips and public relations have their place, they are no substitute for execution. And while visionary soundbites may generate headlines, nothing is more visionary than results the public can actually experience.

If the developer is unable to meet the commitments outlined in our resolutions, then we as a City must be willing to revisit the partnership itself. Residents deserve more than renderings — they deserve progress. And if this project is to be truly transformative, it must move beyond aspiration and into implementation.

This discussion item will allow the City Commission to review the current status of this effort, assess next steps, and consider what action may be necessary to uphold the public trust — and reclaim the momentum we once had.

## **BACKGROUND/HISTORY**

## **ANALYSIS**

## **FISCAL IMPACT STATEMENT**

### **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?**

Yes

**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**

Office of Commissioner Alex Fernandez

### **Sponsor(s)**

Commissioner Alex Fernandez

### **Co-sponsor(s)**

**Condensed Title**

Discuss Reclaiming City's Vision for Eastern Gateway of Lincoln Rd (100, 200, 300 Blocks).  
(AF)

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

RESOLUTION NO. 20 2 3 - 3 2 6 2 9

**A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE AT ITS JUNE 23, 2023 MEETING, DIRECTING THE ADMINISTRATION TO NEGOTIATE AN IMPROVEMENT AND MAINTENANCE AGREEMENT FOR THE 100-300 BLOCKS OF THE LINCOLN ROAD RIGHT-OF-WAY, CONSISTENT WITH THE TERM SHEET NEGOTIATED PURSUANT TO RESOLUTION NO. 2022-32444, WITH THE FINAL AGREEMENT SUBJECT TO THE PRIOR APPROVAL OF THE MAYOR AND CITY COMMISSION; AND FURTHER, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY LAND USE BOARD APPLICATION RELATED TO THE PROPOSED IMPROVEMENTS AND SUBSTANTIALLY IN ACCORDANCE WITH THE CONCEPT PLANS ATTACHED TO THE TERM SHEET.**

**WHEREAS**, on September 14, 2022, at the request of Commissioner Alex Fernandez, the City Commission referred a discussion item (C4 AB) to the Land Use and Sustainability Committee (LUSC), the Public Safety Neighborhood and Quality of Life Committee (PSNQLC), and the Finance and Economic Resiliency Committee (FERC) regarding the possibility of improvements to the 100-300 Blocks of Lincoln Road intended to enhance the pedestrian and vehicular experience with a vision to revitalize the area; and

**WHEREAS**, Di Lido Beach Resort LLC, the owner of the property located at 1 Lincoln Road (Ritz-Carlton Hotel, South Beach) and EBJ Sagamore LLC, the owner of the property located at 1671 Collins Avenue (Sagamore Hotel South Beach) (collectively, the "Developer"), saw an opportunity to partner with the City toward realizing this vision, and proposed a renovation and expansion to their existing properties; and

**WHEREAS**, as part of the redevelopment plan, the Developer proposed to design and engineer, subject to the City's direction and approval, certain pedestrian, vehicular and other improvements within that portion of the Lincoln Road right-of-way extending from Washington Avenue to the beachwalk; and

**WHEREAS**, the improvements are intended to beautify and transform Lincoln Road into a robust pedestrian plaza along the 200-300 Blocks, allow for a more convenient and safe public connection across the 100 Block of Lincoln Road to the beachwalk, and provide additional enhancements associated with pedestrian and vehicular entry, access, and loading for the Ritz-Carlton property; and

**WHEREAS**, on November 14, 2022, following a project presentation by the Developer, the FERC transmitted a favorable recommendation to the City Commission. Specifically, the FERC motion recommended that 1) the Administration and the Developer negotiate a development agreement for City Commission consideration; 2) the City Commission consider action to close the 200 and 300 Blocks of Lincoln Road to vehicular traffic and the partial closure of the 100 Block, subject to certain conditions and approval of a traffic study; and 3) the preparation of a maintenance agreement to address ongoing maintenance obligations for the 100 Block and the beachwalk; and

**WHEREAS**, on November 18, 2022, the LUSC discussed the project and transmitted a favorable recommendation to the City Commission. The LUSC motion recommended that the

Administration 1) work to finalize the traffic study and conduct the associated peer review; 2) verify project construction costs; and 3) negotiate the terms of a development agreement; and

**WHEREAS**, on November 30, 2022, the PSNQLC discussed the project and transmitted a favorable recommendation to the City Commission. The PSNQLC recommended that the Administration endeavor to finalize the traffic study and to conduct negotiations for a development agreement and a maintenance agreement; and

**WHEREAS**, on December 14, 2022, the Mayor and City Commission unanimously adopted Resolution No. 2022-32444, authorizing the Administration to engage in negotiations with the Developer in regard to a development agreement which would, among other terms, memorialize the framework for the Lincoln Road improvements, and directing the Administration to further analyze all aspects of the potential pedestrianization of the 200 and 300 Blocks of Lincoln Road and the reduction of vehicular traffic east of Collins Avenue; and

**WHEREAS**, the proposed public improvements and private property redevelopment is located within a local historic district, therefore requiring approval from the Historic Preservation Board (HPB), and accordingly, the Developer has submitted two separate, but related, applications for Certificates of Appropriateness to be reviewed and considered at upcoming HPB meetings; and

**WHEREAS**, Developer's participation in the Public/Private Project on the 100 Block is contingent upon the issuance of the Certificate of Appropriateness allowing the redevelopment of the Ritz-Carlton and Sagamore properties (the Private Project); and

**WHEREAS**, the Administration and Developer have negotiated the 100-300 Blocks of Lincoln Road Improvement and Maintenance Agreement Term Sheet, dated June 22, 2023 (the "Term Sheet"), a copy of which is attached as an exhibit to the Commission Memorandum accompanying this Resolution and reflects the key terms to be incorporated into a definitive Improvement and Maintenance Agreement (the "Agreement"), as discussed and negotiated by the parties to date, in connection with a public-private collaboration to construct improvements as shown in the Phase 1 Project and Phase 2 Project Concept Plans, which are also Exhibits to the Commission Memorandum; and

**WHEREAS**, pursuant to the Term Sheet:

- a) The City and Developer will collaborate on the Phase 1 Project Concept Plan for the 100 Block, which shall include:
  - i. Relocation and redesign of pedestrian paths and vehicular access from Collins Avenue to the beachwalk;
  - ii. Installation of landscaping features along the pedestrian paths and within the median;
  - iii. Installation of a "Morris Lapidus Arch"-inspired aesthetic design feature at the eastern edge of the Lincoln Road right of way;
  - iv. Construction of a public green amenity at the intersection of the beach access walk and beachwalk;
  - v. The replacement of water and sewer lines and improvements to the stormwater collection system; and
  - vi. The design of the Phase 1 Project shall be consistent with the Concept Plan.

- b) Contingent upon conditions precedent including but not limited to, satisfactory completion, peer review and approval of a traffic study, preparation of a Phase 2 Project Concept Plan and securing dedicated funding sources to cover all of the hard costs within 10 years of execution of the Agreement, the parties may proceed with the Phase 2 Project for the 200-300 Blocks, which shall include:
  - i. The pedestrianization of the 200-300 blocks of Lincoln Road through the removal of vehicular travel lanes, the relocation of the pedestrian access rights-of-way, alterations to the medians and incorporation of pedestrian pavement markings;
  - ii. Installation of landscaping features along the pedestrian path; and
  - iii. Subject to obtaining the necessary approvals from the City and Miami-Dade County, Florida (the "County"), the installation of two (2) new bus shelters on Washington Avenue to replace the bus stops along the 300 block of Lincoln Road.
- c) Phase 1 Project costs will not exceed \$12 million subject to annual increases based on the lower of the Consumer Price Index ("CPI") or 3%, and Phase 2 Project costs remain subject to further development;
- d) The City and Developer will share the hard and soft costs for the Phase 1 Project, with the following limitations:
  - i. The maximum amount of the city contribution in respect of the Phase 1 Project (the "Phase 1 City Contribution") shall be the lower of 50% of the Costs or \$4 million subject to annual increases (lower of CPI or 3%), of which \$1 million subject to annual increases (lower of CPI or 3%) will be devoted to the Water and Sewer Improvements. If Water and Sewer Improvements exceed \$1 million, City may, in its sole discretion, fully fund or reduce scope of Water and Sewer Improvements.
  - ii. Developer Contribution shall be no less than the total Phase 1 City Contribution (the "Phase 1 Developer Contribution").
- e) The City and the Developer will cooperate to seek funding from other agencies including, but not limited to, the State of Florida to cover at least the difference between the Costs and the aggregate amount of the Phase 1 City Contribution and Phase 1 Developer Contribution.
- f) The Developer has agreed to hire a lobbying team, at its sole cost and expense, to support the effort to secure State participation in the funding of the Phase 1 Project. Any funding from other agencies will first cover the Costs not funded by the City or Developer and then be applied to reduce the obligations of the City and Developer equally. The lobbying team will also seek funding for the Phase 2 Project. Lobbying for the Phase 2 Project will occur simultaneously with lobbying for the Phase 1 Project. Lobbying efforts will occur during not less than a twelve-month period.
- g) The City shall appropriate or otherwise secure funding from alternative sources for the Phase 1 Project by the date on which the Fiscal Year 2027 budget is approved by the Mayor and City Commission (the "Funding Deadline"). If the City does not secure the Phase 1 City Contribution by the Funding Deadline, as may be extended by mutual agreement of the parties, the Agreement and the Developer's obligations shall automatically terminate, the parties shall be released of any further liability or obligation except as otherwise provided in the Agreement.
- h) With regard to the Phase 2 Project, the Developer will be responsible for certain preliminary matters, including the preparation of a traffic study, concept plans and a budget for the contemplated 200/300 block improvements.

- i) If, within the ten (10) year period following the execution of the Agreement the City and the Developer secure dedicated sources of funding to cover all of the hard costs set forth in the Phase 2 Budget, the Developer will be responsible for the preparation and processing of the necessary HPB application for the Phase 2 Project and for funding the cost of the work of all design professionals, all as more specifically outlined in the Term Sheet attached to the Memorandum accompanying this Resolution.
- j) The Agreement may be terminated upon occurrence of either of the following:
  - i. Failure by the Developer to obtain HPB approval for the Private Project
  - ii. Failure by the City to meet the Funding Deadline (FY 2027 Budget); and

**WHEREAS**, funds to satisfy the Phase 1 City Contribution have not been identified, budgeted, or appropriated and would require action by the City Commission via a subsequent budget approval or amendment process taking into consideration various City priorities. The Administration recommends that the City Commission appropriate the Phase 1 City Contribution or otherwise secure funding from alternative sources by the conclusion of the Fiscal Year 2027 budget process; and

**WHEREAS**, on June 23, 2023, the FERC discussed the proposed improvements to the 100-300 Blocks of Lincoln Road and provided feedback as to monetary obligations and project funding sources and the parties' enduring maintenance and contractual responsibilities relative to improvements; and

**WHEREAS**, the FERC unanimously recommended that the City Commission approve the Term Sheet and proceed to negotiate the Improvement and Maintenance Agreement; and

**WHEREAS**, the FERC specifically recommended that the City Commission 1) allocate the proposed \$4 million City Contribution as part of the Fiscal Year 2024 Budget process; 2) accept the Developer's "Morris Lapidus Arch" -inspired aesthetic design feature for compliance with the City Code's Art in Public Places Program; 3) determine that the proposed Concession Agreement with Developer be coterminous with the term of the Developer's Phase 1 Project maintenance obligation, subject to further limitations including, but not limited to, a termination for default provision, which, if invoked by the City, would not result in termination of the Developer's maintenance obligations; and 4) determine that the term for the Developer's Phase 1 Project maintenance obligation be limited to fifteen (15) years; and

**WHEREAS**, outstanding and open items will require further negotiation and/or action by the City, Developer, or third parties, including the completion of traffic studies and land use board approvals, the verification of construction costs and stipulation to respective obligations for ongoing project maintenance, negotiation of a concession agreement to permit the Developer to operate concession facilities on public land, among other pending items; and

**WHEREAS**, the City's Transportation and Mobility Department has reviewed the proposed improvements and the Administration recommends that the Developer reduce the width of the travel lanes along the 100 Block of Lincoln Road to 10 feet to encourage slower driving speeds and provide more space and enhancements in the sidewalks and pedestrian walkways; and

**WHEREAS**, in light of the favorable recommendation of the FERC and subject to the City Commission's discussion and recommendation as to policy and business issues, the Administration supports the City Commission's approval of the Term Sheet as a basis for continuing negotiations with the Developer.

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 accept the recommendation of the Finance and Economic Resiliency Committee at its June 23, 2023 meeting, including acceptance of the "Morris Lapidus Arch"-inspired aesthetic design feature as an equivalent to the City Code's Art in Public Places Program and a 15-year term for the maintenance agreement, and direct the Administration to negotiate an Improvement and Maintenance Agreement for the 100-300 Blocks of the Lincoln Road right-of-way, consistent with the 100-300 Blocks of Lincoln Road Improvement and Maintenance Agreement Term Sheet dated June 22, 2023 negotiated pursuant to Resolution No. 2022-32444 and with due consideration for the Administration's recommendation to require the Developer to reduce the width of travel lanes along the 100 Block of Lincoln Road to 10 feet, with the final agreement subject to the prior approval of the Mayor and City Commission; and further, authorize the City Manager to execute the necessary land use board application related to the proposed improvements and substantially in accordance with the Concept Plans attached to the Term Sheet.

PASSED AND ADOPTED this 28 day of June, 2023.

ATTEST:

  
AUG 09 2023  
\_\_\_\_\_  
RAFAEL E. GRANADO, CITY CLERK

  
\_\_\_\_\_  
DAN GELBER, MAYOR



APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

  
\_\_\_\_\_  
City Attorney *xl*      8-9-23  
Date

# MIAMIBEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

## COMMISSION MEMORANDUM

TO: Honorable Mayor Dan Gelber and Members of the City Commission

FROM: Alina T. Hudak, City Manager 

DATE: June 28, 2023

SUBJECT: **A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE AT ITS JUNE 23, 2023 MEETING, DIRECTING THE ADMINISTRATION TO NEGOTIATE AN IMPROVEMENT AND MAINTENANCE AGREEMENT FOR THE 100-300 BLOCKS OF THE LINCOLN ROAD RIGHT-OF-WAY, CONSISTENT WITH THE TERM SHEET NEGOTIATED WITH DI LIDO BEACH RESORT, LLC PURSUANT TO RESOLUTION NO. 2022-32444, WITH THE FINAL AGREEMENT SUBJECT TO THE PRIOR APPROVAL OF THE MAYOR AND CITY COMMISSION; AND FURTHER, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY APPLICATIONS FOR SUBMISSION OF PLANS REFLECTING THE PROPOSED IMPROVEMENTS, SUBSTANTIALLY IN ACCORDANCE WITH THE CONCEPT PLAN ATTACHED TO THE TERM SHEET, TO THE HISTORIC PRESERVATION BOARD FOR CONSIDERATION.**

### RECOMMENDATION:

Subject to the discussion and recommendation(s) as to the policy and business issues outlined in this Memorandum concerning the proposed Improvement and Maintenance Agreement for the 100-300 Blocks of Lincoln Road, the Administration recommends that the Mayor and City Commission:

- approve, in concept, the Term Sheet negotiated pursuant to Commission direction in Resolution No. 2022-32444
- authorize the Administration to continue negotiations for the Improvement and Maintenance Agreement and incorporate any direction from the City Commission into

- the Agreement, and present the final, negotiated Agreement to the City Commission for consideration and approval; and
- authorize the City Manager to execute the necessary applications for submission of plans reflecting the proposed improvements, substantially in accordance with the Concept Plans attached to the Term Sheet, to the Historic Preservation Board for consideration.

**BACKGROUND:**

On September 14, 2022, at the request of Commissioner Alex Fernandez, the City Commission referred a discussion item (C4 AB) to the Land Use and Sustainability Committee (LUSC), the Public Safety Neighborhood and Quality of Life Committee (PSNQLC), and the Finance and Economic Resiliency Committee (FERC or the "Committee") regarding the possibility of improvements to the 100-300 blocks of Lincoln Road to enhance the pedestrian and vehicular experience with a vision to revitalize the area.

Di Lido Beach Resort LLC, the owner of 1 Lincoln Road (Ritz-Carlton Hotel, South Beach) and EBJ Sagamore LLC, owner of 1671 Collins Avenue (Sagamore Hotel South Beach), seeing an opportunity to partner with the City toward this vision, proposed a renovation and expansion to the existing properties. As part of their redevelopment plan, the owners proposed to design and engineer, subject to direction from, and approval by, the City, certain pedestrian, vehicular and other improvements within the Lincoln Road right-of-way from Washington Avenue east to the beachwalk.

The improvements are intended to beautify and transform the 100-300 blocks of Lincoln Road into a robust pedestrian plaza (200-300 block) and to allow for a more convenient and safe connection for the public from the 100 Block of Lincoln Road to the beachwalk with additional enhancements associated with pedestrian and vehicular entry, access, and loading for the Ritz-Carlton.

At the November 14, 2022 FERC meeting, following a presentation by the owners (the "Developer"), the Committee discussed this item and passed a motion favorably recommending the item to the December 14, 2022 City Commission meeting. More specifically, the Committee recommended 1) that the Administration enter into negotiations with the Developer with regard to a development agreement to be approved by the City Commission at a later date; 2) a Commission resolution supporting the closure of the 200 and 300 blocks of Lincoln Road to vehicular traffic and the partial closure of the 100 Block subject to certain conditions and approval of a traffic study; and 3) that the Administration work with the Developer on a maintenance agreement for the maintenance of the 100 Block and the beachwalk.

At the November 18, 2022 LUSC meeting, the LUSC discussed this item and passed a motion favorably recommending the item to the City Commission. The LUSC recommended that the Administration 1) work with the Developer to finalize the traffic study and conduct the associated peer review; 2) verify the estimated construction costs; and 3) enter into negotiations with the Developer on the terms of a development agreement.

At the November 30, 2022 PSNQLC meeting, the PSNQLC discussed this item and passed a motion favorably recommending the item to the December 14, 2022 City Commission meeting. The PSNQLC recommended that the Administration enter into negotiations with the Developer with regard to a development agreement and a maintenance agreement, and to finalize the traffic study.

On December 14, 2022, the Mayor and City Commission unanimously adopted Resolution No. 2022-32444, authorizing the Administration to engage in negotiations with the Developer in regard to a development agreement which would, among other terms, memorialize the framework for the Lincoln Road improvements, and further, directing the Administration to further analyze all aspects of the potential pedestrianization of the 200 and 300 blocks of Lincoln Road, between Washington Avenue and Collins Avenue and the reduction of vehicular traffic east of Collins Avenue.

**ANALYSIS:**

Ownership and Historic Preservation Board Applications

The Developer is the fee simple owner of the northern half of the right-of-way in the 100 Block of Lincoln Road, adjacent to the Walgreens property and extending from Collins Avenue to the beachwalk. In 1999, the Developer granted the City perpetual easements over and across this property for vehicular and pedestrian access; the easement includes a pedestrian pathway to the beach walk. The City maintains ownership of the southern half of the 100 Block.

The 100-300 blocks of Lincoln Road fall within a local historic district, therefore improvements require approval from the Historic Preservation Board (HPB). The Developer recently submitted two separate, but related, applications for HPB review:

1. HPB23-0574: 1 Lincoln Road & 1671 Collins Avenue ("Private Project")

The first application includes a request for a Certificate of Appropriateness (COA) for the redevelopment of the Ritz-Carlton and Sagamore properties. Specifically, the applicant is requesting approval for the construction of a new 15-story (182'-10" tall) ground level tower addition behind the existing Sagamore Hotel and cantilevered over the existing Ritz-Carlton cabana building, and the construction of a 1-story rooftop addition proposed to be located on top of an existing 4-story cabana building located on the north side of Ritz-Carlton building. The project includes 30 new residential units within the 15-story addition and the number of hotel units is being reduced from 477 to 434. The project also incorporates renovation of the lobby and exterior areas including the pool deck. The only private property immediately adjacent to the project site is the National Hotel located at 1677 Collins Avenue. Impacts on the nearby properties will be evaluated as part of the Planning Department's staff analysis and recommendation report presented to the HPB. The project as currently designed does not require any variances.

2. HPB23-0575: 100 Block of Lincoln Road Right-of-Way and 1 Lincoln Road. ("Public/Private Project")

The second application is a request for a COA for a proposed public/private development plan that includes modifications to the Lincoln Road public right-of-way and the Ritz-Carlton property as well as the beachwalk area. Specifically, the applicant is proposing a new pedestrian path on the south side of Lincoln Road, pedestrian and vehicular access

modifications to both the north and south sides, the installation of a new gateway element at the street end, improvements to the beach access path, and the introduction of new green space and landscaping on the beachwalk. Access to the Decoplage Condominium, located at 100 Lincoln Road, and surface parking lot located adjacent to the south side of the Lincoln Road right-of-way is proposed to remain as is.

The participation of the Developer in the Public/Private Project (100 Block) is contingent upon the final approval of the necessary applications to allow for the development of the Private Project. As the City owns the southern half of the 100 Block of Lincoln Road, the City would be required to endorse the HPB application for the Public/Private Project. Both applications are tentatively scheduled for the September 12, 2023 HPB agenda.

#### Traffic Impact Studies

As indicated in Resolution No. 2022-32444, at this stage in the vetting process, a number of transportation-related items associated with the proposed improvements require further study and analysis. Completion and approval of a traffic impact study, at the Developer's expense, using an independent traffic engineer, remains an outstanding requirement.

Improvements to the 100-300 blocks of Lincoln Road have been segmented into two separate project phases - one for the 100 Block and one for the 200-300 blocks - each with its own traffic impact study. Both traffic studies were submitted by the Developer and reviewed by the City's traffic consultant (peer review), the City's Transportation and Mobility Department staff, and the Miami-Dade County Department of Transportation and Public Works (DTPW). Based on comments provided by the reviewing parties, the Developer's traffic engineer is in the process of revising and resubmitting the traffic impact studies accordingly to address the outstanding comments and concerns.

**The Developer recently notified the City that it modified the initial proposed design configuration for the 100 Block of Lincoln Road based on input provided by affected properties. While the 100 Block traffic impact study is currently on the third round of reviews based on the initial design, this latest change will trigger additional reviews by the City's peer reviewer and DTPW staff. As such, it is difficult to forecast when the two traffic impact studies will be finalized and approved by the City and DTPW.**

The proposed pedestrianization of the 200-300 blocks of Lincoln Road will impact the current County bus and City trolley routes in the area, and in particular, the existing bus stops on Lincoln Road located between Collins and Washington Avenues. As a result, the City requested that the Developer submit a transit mitigation plan. The transit mitigation plan has been submitted and is currently being reviewed by the Transportation and Mobility Department as well as DTPW. On Monday, June 5, 2023, the Developer's traffic engineering consultant, City Transportation and Mobility Department staff, and DTPW staff met to discuss the findings and recommendations of the draft traffic impact study for the pedestrianization of the 200-300 blocks of Lincoln Road. The Developer has scheduled a follow-up meeting with DTPW and City staff on Friday, June 23, 2023 to discuss the transit mitigation plan in further detail. This particular traffic impact study is currently on the fourth round of review. Subsequent iterations of the traffic study may be needed depending on the results of DTPW's review.

From a vehicular traffic perspective, the proposed modifications to the 100-300 blocks are not anticipated to result in a significant impact on the operational level of service or vehicular delay at the affected intersections.

**Infrastructure Needs**

While the Developers' initial proposed improvements for the area involved only above-ground improvements, the City anticipates that the above-ground improvements, particularly in the 100 Block of Lincoln Road, may adversely impact existing infrastructure (i.e., the sewer pipes in this area are made of vitrified clay which is susceptible to rupture as a result of construction above). In addition, the project presents an opportunity to upgrade other infrastructure (e.g., water and stormwater) to better serve the properties located within the 100 Block. The following infrastructure improvements, proposed by the City's Public Works Department, will provide for long-term resiliency, efficiency and beneficial use and enjoyment of the above-ground improvements.

- The Stormwater system receives drainage from Lincoln Road to a collection point at the Collins Avenue and Lincoln Road intersection. The system is connected to a 24-inch drainage line along Collins Avenue. However, the existing inlets and pipes are extremely undersized and do not meet the minimum pipe size criteria. As such, the existing pipes would be upgraded to 24-inch pipes.
- The Sanitary Sewer system is comprised of two 8-inch clay pipes on either side of Lincoln Road that connect to a manhole at Collins Avenue. The clay pipes were built in the 1940s, have exceeded their useful life and are susceptible to breaks which cause Sanitary Sewer Overflows (SSO). These clay pipes are no longer approved by regulatory agencies and would be replaced with polyvinyl chloride (PVC) 900 pipes.
- The watermain runs along the center of Lincoln Road and connects to an existing 20-inch watermain on the east side of Collins Avenue. The current pipe size is 8 inches and to provide for adequate flows and fire protection the pipe would be upgraded to a 12-inch watermain.

**Key Terms**

With a view toward preparing and finalizing a long-form, recordable Improvement and Maintenance Agreement between the City and the Developer, the Administration and City Attorney's Office have dedicated staff resources to establish and refine the deal terms. The 100-300 Blocks of Lincoln Road Improvement and Maintenance Agreement Term Sheet, dated June 22, 2023 (Term Sheet - Attachment A), reflects the key terms, as discussed and negotiated by the parties to date, in connection with a public-private collaboration to construct improvements as shown in the Phased 1 Project and Phase 2 Project Concept Plans (Attachments B and C). Tangentially, a separate, but related Maintenance and Enhancements Agreement is being negotiated between the City and the Developer to provide for immediate opportunities to beautify and maintain the area.

<b>Key Terms - Improvement and Maintenance Agreement</b>	
Developer	SOBE SEA, LLC, partnership between the Ritz-Carlton and Sagamore hotels

Developer Affiliates	<ul style="list-style-type: none"> <li>(1) Di Lido Beach Resort Land LLC;</li> <li>(2) Di Lido Beach Resort LLC;</li> <li>(3) EBJ Sagamore LLC;</li> <li>(4) Di Lido Beach Commercial LLC;</li> <li>(5) Di Lido Beach Commercial Lessor LLC; and</li> <li>(6) Sobe Sky Development LLC.</li> </ul>
Phase 1 Project (100 Block)	<ul style="list-style-type: none"> <li>a. Relocation and redesign of pedestrian paths and vehicular access from Collins Avenue to the beachwalk;</li> <li>b. Installation of landscaping features along the pedestrian paths and within median;</li> <li>c. Installation of a "Morris Lapidus Arch"-inspired aesthetic design feature at the eastern edge of the Lincoln Road right of way;</li> <li>d. Construction of a public green amenity at the intersection of the beach access walk and beachwalk;</li> <li>e. The replacement of water and sewer lines and improvements to the stormwater collection system; and</li> <li>f. The design of the Phase 1 Project shall be consistent with the Concept Plan.</li> </ul>
Phase 2 Project (200-300 blocks)	<ul style="list-style-type: none"> <li>a. The pedestrianization of the 200-300 blocks of Lincoln Road through the removal of vehicular travel lanes, the relocation of the pedestrian access rights-of-way, alterations to the medians and incorporation of pedestrian pavement markings;</li> <li>b. Installation of landscaping features along the pedestrian path; and</li> <li>c. Subject to obtaining the necessary approvals from the City and Miami-Dade County, Florida (the "County"), the installation of two (2) new bus shelters on Washington Avenue to replace the bus stops along the 300 block of Lincoln Road.</li> </ul>
Project Implementation and Administration	<p>Phase 1 Project - City and Developer will collaborate to:</p> <ul style="list-style-type: none"> <li>a. Prepare the Phase 1 Project Concept Plan (Developer in consultation with the City);</li> <li>b. Prepare and submit HPB application (and any new HPB application as required) (Developer with approval of City);</li> <li>c. Evaluate and refine the preliminary budget which will be subject to change pending completion and approval by both parties of the design development documents and construction documents;</li> <li>d. Commissioning by Developer (and peer review by the City) of a traffic study of the 100 Block of Lincoln Road;</li> <li>e. Develop design development documents based on the Concept Plan and preliminary budget (Developer in consultation with the City);</li> <li>f. Prepare the final construction documents, design and permit plans, and materials necessary for any development permits required by the City, County, and State (Developer in consultation with the City);</li> <li>g. Prepare and approve the final budget;</li> <li>h. Select and engage a general contractor and enter into a construction contract (Developer with approval of the City); and</li> <li>i. Primary project oversight and administration (Developer).</li> </ul>

	<p>Phase 2 Project - Prior to securing funding to cover hard costs, City and Developer will collaborate to:</p> <ol style="list-style-type: none"> <li>a. Commissioning by Developer (and peer review by the City) of a traffic study of the 200-300 blocks of Lincoln Road;</li> <li>b. Preparation of the Phase 2 Project Concept plan (Developer in consultation with the City);</li> <li>c. If City and the Developer secure dedicated funding sources to cover all of the hard costs within 10 years of execution of the Improvement and Maintenance Agreement, Developer will: 1) Prepare/submit HPB application; 2) Retain and fund the cost of the work of all design professionals necessary to prepare design development documents and final construction documents based on the Phase 2 Concept Plan and Phase 2 Budget as approved by the City, including the preparation of design and permit plans, and the preparation of materials necessary for any development permits required by the City, County, and State; costs for any and all revisions required during the construction process including revisions to drawings needed during construction or the fees of the design professionals to address requests for information (RFIs) and site visits during the construction phase, etc.*; and 3) Subject to obtaining the necessary approvals from the City and the County, complete the installation of two (2) new bus shelters on Washington Avenue to replace the existing bus stops along the 300 block of Lincoln Road.</li> </ol> <p>* Developer has estimated costs to be 20% of design budget.</p>
<p>Costs</p>	<ol style="list-style-type: none"> <li>a. Phase 1 Project/Concept Plan Costs: Will not exceed <b>\$12 million subject to annual increases based on the lower of the Consumer Price Index ("CPI") or 3%</b>.</li> <li>b. Phase 2 Project: Subject to further development.</li> </ol> <p>* Annual increases will commence on the one year anniversary of the execution of the Agreement and end when the construction contract is executed by the Developer, but not later than the date the full amount of the City Contribution is appropriated by the Mayor and City Commission.</p>
<p>Funding (City and Developer)</p>	<p>Phase 1 Project: The City and Developer will share the hard and soft costs, with the following limitations:</p> <ol style="list-style-type: none"> <li>a. City Contribution: maximum contribution shall be the lower of 50% of the Costs or <b>\$4 million</b> subject to annual increases (lower of CPI or 3%), of which <b>\$1 million</b> subject to annual increases (lower of CPI or 3%) will be devoted to the <b>Water and Sewer Improvements</b>. If Water and Sewer Improvements exceed \$1 million, City may, in its sole discretion, fully fund or reduce scope of Water and Sewer Improvements</li> <li>b. Developer Contribution: <b>No less than the total City Contribution</b></li> </ol> <p>Phase 2 Project: Subject to further development</p>
<p>Funding (Other Agencies)</p>	<ul style="list-style-type: none"> <li>• The City and the Developer will cooperate to seek funding from other agencies, including, but not limited to, the State of Florida to cover at least the difference between the Costs and the aggregate amount of the City Contribution and Developer Contribution.</li> <li>• The Developer <b>has agreed to hire a lobbying team, at its sole cost and expense</b>, to support the effort to secure State participation in the funding of the Phase 1 Project. Any funding from other agencies will first</li> </ul>

	<p>cover the Costs not funded by the City or Developer and then be applied to reduce the obligations of the City and Developer equally. The lobbying team will also seek funding for the Phase 2 Project. Lobbying for the Phase 2 Project will occur simultaneously with lobbying for the Phase 1 Project. Lobbying efforts will occur during not less than a twelve-month period.</p>
<p>Funding Timeline for Phase 1 Project</p>	<ul style="list-style-type: none"> <li>• <b>City Contribution:</b> The City shall appropriate or otherwise secure funding from alternative sources for the Phase 1 Project by the date on which the <b>Fiscal Year 2027</b> budget is approved by the Mayor and City Commission (the "Funding Deadline"). If the City does not secure the City Contribution by the Funding Deadline, as may be extended by mutual agreement of the parties, the Agreement and the Developer's obligations shall automatically terminate, the parties shall be released of any further liability or obligation except as otherwise provided in the Agreement.</li> <li>• <b>Other Agencies:</b> If the Developer is unsuccessful in securing funding from other agencies to cover Costs for the Phase 1 Project in excess of the combined City Contribution and Developer Contribution by or before 6:00 pm on <b>June 3, 2024</b>, then the City and the Developer will discuss value engineering/scope modification of the Phase 1 Project to reduce the budget to an amount not exceeding the combined City Contribution and Developer Contribution. In no event will the allocation for Water and Sewer Improvements be eliminated or reduced.</li> </ul>
<p>City Contribution Payment Schedule</p>	<p>City will pay the City Contribution for the <b>Phase 1 Project in five equal installments</b> based on milestones as follows:</p> <ol style="list-style-type: none"> <li>(1) the issuance of a permit for the Phase 1 Project;</li> <li>(2) when the Developer achieves twenty-five percent (25%) completion;</li> <li>(3) when the Developer achieves fifty percent (50%) completion;</li> <li>(4) when the Developer achieves seventy-five percent (75%) completion;</li> <li>and (5) when the Developer achieves Substantial Completion.</li> </ol> <p>Issuance of a certification of contractor payment applications by the Phase 1 Project architect is sufficient to demonstrate 25%, 50%, and 75% completion.</p> <p><small>*The Agreement is contingent upon approval by the City Commission and a budget appropriation by the City Commission for the City Contribution. In no event will any payment obligation go into effect without execution of the Agreement and the required budget appropriation having occurred.</small></p>
<p>Maintenance</p>	<p>Phase 1 Improvements: The Developer will be responsible for maintenance, excluding the Water and Sewer Improvements, any other underground improvements and the Lincoln Road vehicular travel lanes, which will remain the City's maintenance responsibility, provided, the cost of maintaining materials used for the vehicular travel lanes is comparable to the cost the City would incur to maintain stamped concrete or asphalt. The Developer will not be required to expend more than \$15,000 annually in the replacement of landscape material.</p> <p><b>*Duration/term of the Maintenance responsibility [Open Item]</b></p>

Termination Rights	<ul style="list-style-type: none"> <li>• Failure by the Developer to obtain HPB approval for the Private Project</li> <li>• Failure by the City to meet the Funding Deadline (FY 2027 Budget)</li> <li>• Expiration or non-renewal of the separate Concession Agreement [<b>Open Item</b>]</li> </ul>
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**Outstanding and Open Items**

Outstanding and open items requiring further negotiation and/or action by the City, Developer, or third parties are described more fully below.

**A. Outstanding Items**

1. **Satisfactory Completion of Traffic Impact Studies**  
 Completion (by the Developer) and approval (by the City and DTPW) of both traffic impact studies for the 100 Block and the 200-300 block are required prior to finalization and approval of the Improvement and Maintenance Agreement.
  
2. **Verification of Estimated Construction Costs**  
 The City will work with the Developer to evaluate and refine the preliminary Phase 1 Project budget attached to the Term Sheet as Exhibit B which outlines the estimated costs for the Phase 1 Project and which would be subject to change pending completion and approval by both parties of the design development documents and construction documents.
  
3. **Private Project and HPB Approval Contingency**  
 The participation of the Developer in the Phase 1 Project and Phase 2 Project is contingent upon the final approval of the HPB application for the development of the Private Project on terms acceptable to Developer in its sole discretion, which shall include the successful termination of any action, suit or proceeding brought by a third party challenging the validity or issuance of any HPB approvals for the Private Project. The Developer will have the right to terminate the Improvement and Maintenance Agreement if the Private Project HPB application is denied or HPB approvals of the Private Project contain any terms, conditions or obligations that are inconsistent with the terms and conditions contained in this Term Sheet or are otherwise unacceptable to Developer, in its sole and absolute discretion.

**B. Open Items**

1. **Art in Public Places (AiPP) Obligation: Morris Lapidus Arch**  
 The Project will set aside a budget of 2% of construction costs for AiPP as described in Sections 82-537 of the City Code. The Developer has proposed to install a "Morris Lapidus Arch"-inspired aesthetic design feature at the eastern edge of the Lincoln Road right-of-way as an AiPP equivalent.
  
2. **Concession Stations**  
 In consideration of the Developer's execution of the Agreement and assumption of the maintenance obligations specified herein, following the execution of this Agreement, the City and Developer shall enter into a concession agreement (the "Concession

Agreement") pursuant to which the Developer shall have the right to locate up to two (2) portable food and beverage service stations operated by Developer or one or more vendors selected by Developer. The Developer proposes that its maintenance obligations under the Agreement will cease in the event the Concession Agreement is not renewed each year. In any event, the terms of a Concession Agreement, including the City's share of revenues, will be subject to good faith negotiation between the parties.

3. Maintenance Term for the Phase 1 Project Improvements

The Administration believes the Developer's maintenance obligation should be comparable to other similar agreements particularly in light of the substantial financial contribution to be made by the City (\$4 million). The City believes the Agreement should have a term of thirty (30) years after the date of recordation, unless modified, amended or released by the City prior to the expiration thereof. The Developer would like (a) to reduce the duration of the Agreement to 15 years and (b) the right to terminate the Agreement prior to its expiration in the event the Concession Agreement is not renewed for additional one-year terms that run through the end of the term.

On June 23, 2023, the FERC discussed the proposed improvements to the 100-300 blocks of Lincoln Road and provided feedback as to monetary obligations and project funding sources and the parties' enduring maintenance and contractual responsibilities relative to improvements. The FERC unanimously recommended that the City Commission approve the Term Sheet and proceed to negotiate the Improvement and Maintenance Agreement. The FERC also recommended that the City Commission 1) allocate the proposed \$4 million City Contribution as part of the FY 2024 Budget process; 2) accept the "Morris Lapidus Arch" inspired aesthetic design feature as an Art in Public Places equivalent; 3) determine that the proposed Concession Agreement be coterminous with the term of the Developer's Phase 1 Project maintenance obligation, subject to further limitations including, but not limited to, a termination for default provision; and 4) determine that the term for the Developer's Phase 1 Project maintenance obligation be limited to fifteen (15) years.

**FISCAL IMPACT:**

The maximum City Contribution is proposed to be the lower of 1) 50 percent of the Costs or 2) \$4 million subject to annual increases based on the lower of CPI or 3 percent, of which \$1 million (as adjusted based on the foregoing escalation) shall be devoted to the Water and Sewer Improvements. If the costs to build the Water and Sewer Improvements are greater than \$1 million, the City may in its sole discretion either increase the City Contribution to fully fund the Water and Sewer Improvements or reduce the scope of the Water and Sewer Improvements as needed. **The funds for the City Contribution have not been identified, budgeted, or appropriated and would require action by the City Commission via a subsequent budget approval or amendment process taking into consideration various City priorities. As outlined in the Term Sheet, should the City Commission elect to move forward with the Agreement, the Administration recommends that the City Commission appropriate the City Contribution or otherwise secure funding from alternative sources by the conclusion of the Fiscal Year 2027 budget process.**

Note: Commissioner Fernandez is sponsoring a referral item on the June 28, 2023 City Commission agenda for a discussion at the June 29, 2023 FERC Budget Briefing regarding allocating \$4 million from the Fiscal Year 2023 General Fund Budget surplus for the City's Contribution to the Phase 1 Project.

**SUPPORTING SURVEY DATA:**

The City continually endeavors to develop innovative ways to enhance quality of life for residents and visitors. Planning principles articulated in the 2016 Miami Beach Transportation Master Plan strive to move Miami Beach towards a mode share vision that increases pedestrian, bicycle, and transit travel. According to 56.8% of Miami Beach residents polled in the 2022 Community Survey, enhancement of the city's network of pedestrian-friendly streets, greenways, and paths ranks among the two most critical budgetary priorities for capital improvement project planning. Further, Lincoln Road is the highest-ranking City landmark or location visited by our residents, with 57.4% of residential respondents ranking the pedestrian promenade among their top four selections.

**CONCLUSION:**

Subject to any recommendation(s) as to the policy and business issues relative to the Term Sheet, the Administration recommends that the Mayor and City Commission 1) approve, in concept, the Term Sheet; 2) authorize the Administration to continue negotiations and incorporate any direction provided by the City Commission into the Agreement, to present any final, negotiated agreements to the Mayor and City Commission for consideration and final approval; and 3) authorize the City Manager to execute the necessary applications for submission of plans reflecting the proposed improvements, substantially in accordance with the Concept Plans attached to the Term Sheet, to the Historic Preservation Board for consideration.

**Applicable Area**

South Beach

<b>Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?</b>	<b>Does this item utilize G.O. Bond Funds?</b>
Yes	No

**Strategic Connection**

Mobility - Increase multi-modal mobility citywide and connectivity regionally.

**ATTACHMENTS:**

<b>Description</b>	<b>Type</b>
Attachment A - Term Sheet dated 6/22/23	
Attachment B - Phase 1 Project Concept Plan	
Attachment C - Phase 2 Project Concept Plan	
Concept Plan Aerial View 100-300 Blocks	
Exhibit B to the Term Sheet – Preliminary Project Budget	

*City Commission Memorandum - Approve Term Sheet, Lincoln Road 100-300 Blocks Improvements and  
Maintenance Agreement  
June 28, 2023  
Page 12 of 12*

Resolution No. 2022-32444  
Referral Item C4 AB

100-300 BLOCKS OF LINCOLN ROAD  
IMPROVEMENT AND MAINTENANCE AGREEMENT TERM SHEET

This term sheet (this "Term Sheet") sets out the key terms which have been agreed in principle between, on the one hand, the City of Miami Beach, a Florida municipal corporation (the "City") and, on the other hand, SOBE SEA, LLC, a Florida limited liability company ("Sponsor") and the Sponsor Affiliates (as defined below) in connection with a public-private collaboration to construct improvements in the 100-300 blocks of Lincoln Road. Promptly following the approval of this Term Sheet by the Mayor and City Commission, the parties will negotiate in good faith and enter into a long-form improvement and maintenance agreement (the "Improvement and Maintenance Agreement") containing the key terms set forth in this Term Sheet together with other terms and conditions customarily included in development agreements and/or maintenance agreements entered into by the City of Miami Beach and developers, subject to good faith negotiations between the parties. For the avoidance of doubt, if the Sponsor Affiliates are not parties to the Improvement and Maintenance Agreement, they shall execute guarantees in such form as is reasonably acceptable to the City.

Recitals.

- a) The Sponsor is an affiliate of each of (i) Di Lido Beach Resort Land LLC, a Florida limited liability company ("DLBR Land"), (ii) Di Lido Beach Resort LLC, a Delaware limited liability company ("DLBR"), (iii) EBJ Sagamore LLC, a Delaware limited liability company ("EBJ"), (iv) Di Lido Beach Commercial LLC, a Florida limited liability company ("DLBC"), (v) Di Lido Beach Commercial Lessor LLC, a Florida limited liability company ("DLBC Lessor"), and (vi) Sobe Sky Development LLC, a Florida limited liability company (collectively, the "Sponsor Affiliates" and each, a "Sponsor Affiliate").
- b) DLBR Land and DLBR are the fee and leasehold owners, respectively, of the portion of the condominium property primarily consisting of the improvements collectively known as "The Ritz-Carlton Hotel, South Beach" (the "Ritz"), and DLBC Lessor and DLBC are the fee and leasehold owners, respectively, of the portion of the condominium property described known as "Walgreens", all being situated within the 100 block of Lincoln Road (collectively, the "Di Lido Property"). EBJ is the owner of the property consisting of the improvements collectively known as the "Sagamore Hotel South Beach" (the "Sagamore", and together with the Di Lido Property, the "Development Property").
- c) DLBR Land granted to the City perpetual easements over and across the Southern boundary of the Di Lido Property containing the Northern half of the 100 block of Lincoln Road and the Eastern boundary of the Di Lido Property bordering the path running North and South along, and lying West

of and parallel to the erosion control line of, the Atlantic Ocean (the "Beachwalk") to provide access for the public's use and the City's maintenance thereof, all as more particularly set forth in the Grant of Perpetual Easement (Lincoln Road) recorded September 20, 1999 in Official Records Book 18788 at Page 478, of the Public Records of Miami-Dade County, Florida and the Grant of Perpetual Easement for Beachwalk recorded May 19, 1999 in Official Records Book 18613 at Page 4277 (collectively, the "Existing Easements").

- d) The Sponsor Affiliates wish to make certain improvements to the Development Property as more specifically defined below (collectively, the "Private Project").
  - e) The Sponsor and the City desire to collaborate to make certain improvements to the 100 block of Lincoln Road and the portion of the Beachwalk situated at the Easternmost end thereof as more specifically defined below (the "Phase 1 Project").
  - f) The Sponsor and the City also desire to collaborate to make certain improvements to the 200-300 blocks of Lincoln Road as more specifically defined below (the "Phase 2 Project").
  - g) Simultaneously with the Phase 1 Project, Sponsor (and/or the applicable Sponsor Affiliate(s)) will cause to be made, at its (or their) own expense, certain improvements to the Di Lido Property involving the expansion of the Ritz arrival and loading dock areas on Lincoln Road for life safety and traffic mitigation purposes (the "Ritz Safety Improvements") consistent with Code of Ordinances of the City of Miami Beach, Florida (the "Code"). In the likely event that the Phase 1 Project and/or the Ritz Safety Improvements will affect either or both of the Existing Easements in a manner which will require modification(s) thereof, the Parties will work together to effectuate such modification(s) as and to the extent necessary or appropriate. In any case, the Existing Easements shall be modified to require DLBR Land and/or DLBR to maintain the portions of the Phase I Improvements set forth below.
- 2) The Phase 1 Project. The main elements of the Phase 1 Project are proposed as follows:
- a) The relocation and redesign of pedestrian paths and vehicular access from Collins Avenue to the Beachwalk;
  - b) The installation of landscaping features along the pedestrian paths and within the roadway median;

- c) The installation of a "Morris Lapidus Arch" aesthetic design feature at the eastern edge of the Lincoln Road right of way.
- d) The construction of a public green amenity at the intersection of the beach access walk and Beachwalk;
- e) The replacement of water and sewer lines and improvements to the stormwater collection system within Lincoln Road east of Collins Avenue in support, in part, of the City's resiliency efforts (the "Water and Sewer Improvements"); and
- f) Installation of an art piece subject to the approval of the Art in Public Places Committee. The parties agree to set aside a budget of 2% of "construction costs" as defined in Sections 82-537 of the City Code. [OPEN ISSUE]
- g) The design of the Phase 1 Project shall be consistent with the concept plan attached to this Term Sheet as Exhibit A (the "Phase 1 Concept Plan"), subject to the issuance of necessary City approvals and approval of the final project budget by both the City and Sponsor as provided below.

Commented [DR1]: Sponsor proposes that the Morris Lapidus Arch be deemed the AiPP contribution.

3) Implementation of Phase 1 Project. The City and Sponsor will collaborate to:

- a) Prepare and process the necessary Historic Preservation Board ("HPB") application for the Phase 1 Project. The Sponsor will be responsible for the preparation and submission of all necessary materials for the HPB review of the Phase 1 Project at its sole cost and expense (subject to credit as part of the Phase 1 Project shared costs). Sponsor acknowledges that nothing contained in the agreement will obligate the City to cause the approval by the HPB of applications or limit its quasi-judicial authority to impose conditions or take any action on the HPB applications, except as otherwise provided by the City Code;
- b) Evaluate and refine the preliminary Phase 1 Project budget attached to this Term Sheet as Exhibit B which sets forth the estimated costs for the Phase 1 Project and which shall be subject to change pending completion and approval by both parties of the design development documents and construction documents;
- c) Commissioning by Sponsor (and peer review by the City) of a traffic study of the 100 block of Lincoln Road;
- d) Develop design development documents based on the concept plan and preliminary budget, it being understood and agreed that the Sponsor's design professionals shall be responsible for preparing the design development documents in consultation with the City;

- e) Prepare the final construction documents, including the preparation of design and permit plans, and the preparation of materials necessary for any development permits required by the City, County, and State, it being understood and agreed that the Sponsor's design professionals shall be responsible for preparing the construction documents in consultation with the City;
  - f) Prepare and approve the final budget;
  - g) Select and engage a general contractor and enter into a construction contract, it being understood and agreed that the Sponsor shall engage the general contractor subject to the City's approval; and
  - h) Determine project oversight and administration responsibilities for the Phase 1 Project, it being understood and agreed that the Sponsor (or a consultant engaged by Sponsor) will have primary responsibility for the oversight and administration of the Phase 1 Project.
- 4) Funding. The City and Sponsor will share the hard and soft costs of the Phase 1 Project as reflected in the approved final budget (the "Costs") as set forth below. The City and Sponsor agree that the total cost of the Phase 1 Project as embodied in the Phase 1 Concept Plan will not exceed \$12 million subject to annual increase<sup>1</sup> based on the lower of the Consumer Price Index ("CPI") or 3%. The maximum City contribution (the "City Contribution") shall be the lower of (a) fifty percent (50%) of the Costs or (b) \$4 million subject to annual increase based on the lower of CPI or 3%, of which \$1 million (as adjusted based on the foregoing escalation) shall be devoted to the Water and Sewer Improvements.

For the avoidance of doubt, if the costs to build the Water and Sewer Improvements are greater than \$1 million, the City may in its sole discretion either increase the City Contribution to fully fund the Water and Sewer Improvements or reduce the scope of the Water and Sewer Improvements as needed. The Sponsor's contribution (the "Sponsor Contribution") shall be no less than the total City Contribution, without taking into account the amount of the City Contribution devoted for Water and Sewer Improvements in excess of \$1 million.

The City and the Sponsor shall cooperate to seek funding from other agencies, including, but not limited to, the State of Florida to cover at least the difference between the Costs and the aggregate amount of the City Contribution and Sponsor Contribution. The Sponsor has agreed to hire a lobbying team, at its sole cost and expense, to support the effort to secure state participation in the

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<sup>1</sup> Annual increases shall commence on the one year anniversary of the execution of the long form agreement and shall end on such date as the construction contract is executed by Sponsor, but not later than the date the full amount of the City Contribution is appropriated by the Mayor and City Commission.

funding of the Phase 1 Project. Any funding from other agencies shall first be employed to cover the Costs not funded by the City or Sponsor and then applied to reduce the obligations of the City and Sponsor equally (not including any amounts expended by the City in excess of \$1 million for the Water and Sewer Improvements). If the Sponsor is unsuccessful in securing funding from other agencies to cover Costs in excess of the combined City Contribution and Sponsor Contribution by or before 6:00 pm on June 3, 2024, then the City and the Sponsor shall discuss value engineering and/or modifying the scope of the Phase 1 Project to reduce the budget to an amount that does not exceed the combined City Contribution and Sponsor Contribution, provided, in no event will the allocation for Water and Sewer Improvements be eliminated or reduced. If a new HPB approval is necessary as a result of any such value engineering and/or scope modification, the Sponsor shall be responsible for the preparation and submission of all necessary materials for the HPB review of the revised Phase 1 Project at its sole cost and expense, without reducing the Sponsor Contribution or a credit as part of the Phase 1 Project shared costs.

- 5) Timeline for Funding of City Contribution. The City shall appropriate the City Contribution or otherwise secure funding from alternative sources by the date on which the fiscal year 2026-2027 budget is approved by the Mayor and City Commission (the "Funding Deadline"). If the City does not secure the requisite funds by the Funding Deadline (as the same may be extended by mutual agreement of the parties), the agreement and the Sponsor's obligations shall automatically terminate, whereupon the parties shall be released of any further liability or obligation hereunder except as otherwise provided in the agreement. The City shall pay the City Contribution in five equal installments of the amount determined by dividing the City Contribution into (5) according to the following milestones: (1) the issuance of a permit for the Phase 1 Project; (2) when the Sponsor achieves twenty-five percent (25%) completion of the Phase 1 Project; (3) when the Sponsor achieves fifty percent (50%) completion of the Phase 1 Project; (4) when the Sponsor achieves seventy-five percent (75%) completion of the Phase 1 Project; and (5) when the Phase 1 Project achieves Substantial Completion (i.e. when a temporary certificate of completion is issued). Each of the foregoing payments shall be made within forty-five (45) days from the receipt of an invoice and supporting documentation acceptable to the City in its sole discretion. The parties agree that the issuance of a certification of contractor payment applications by the Phase 1 Project architect shall be sufficient to demonstrate 25%, 50%, and 75% completion.
- 6) Private Project and HPB Approval Contingency. The main elements of the Private Project include:
  - a) A "gut" renovation of the Sagamore to:
    - i) reduce the number of hotel rooms and redesign the interiors thereof;

- ii) redesign the lobby and construct certain amenities and/or food and beverage outlets therein; and
  - iii) redesign the outside area, including the pool deck.
- b) The construction of a new 183.0' residential building containing approximately 146,000 square feet and consisting of approximately thirty (30) condominium units;
- c) The redesign of the interiors and exteriors of the beachfront restaurant at the Ritz

The participation of the Sponsor and Sponsor Affiliates in the Phase 1 Project and Phase 2 Project is contingent upon the final approval of the HPB application for the development of the Private Project on terms acceptable to Sponsor and the Sponsor Affiliates in their sole discretion, which shall include the successful termination of any action, suit or proceeding brought by a third party challenging the validity or issuance of any HPB approvals for the Private Project. The Sponsor and Sponsor Affiliates shall have the right to terminate the Improvement and Maintenance Agreement if the Private Project HPB application is denied or HPB approvals of the Private Project contain any terms, conditions or obligations that are inconsistent with the terms and conditions contained in this Term Sheet or are otherwise unacceptable to Sponsor, in its sole and absolute discretion.

- 7) Portable Food and Beverage Stations. Following the execution of this Agreement, the City and Sponsor and Sponsor Affiliates shall enter into a concession agreement (the "Concession Agreement") pursuant to which Sponsor and Sponsor Affiliates shall have the right to locate up to two (2) portable food and beverage service stations operated by Sponsor and Sponsor Affiliates. The Sponsor and the City shall negotiate the terms and conditions of the Concession Agreement in good faith, including an appropriate revenue share for the City. [OPEN ISSUE]
- 8) Maintenance of the Phase 1 Project Improvements; Recording of Improvement and Maintenance Agreement; Term.
- a) The Sponsor and Sponsor Affiliates shall be responsible for the maintenance of the Phase 1 Project, excluding the Water and Sewer Improvements, any other underground improvements and the Lincoln Road vehicular travel lanes, which will remain the City's maintenance responsibility, provided, the cost of maintaining materials used for the vehicular travel lanes is comparable to the cost the City would incur to maintain stamped concrete or asphalt.

- b) The Sponsor and Sponsor Affiliates shall not be required to expend more than \$15,000 annually in the replacement of landscape material.
- c) An Improvement and Maintenance Agreement shall be recorded in the public records of Miami-Dade County, Florida memorializing the Sponsor and Sponsor Affiliate responsibilities, and shall continue in effect for a period of thirty (30) years after the date of such recordation, unless modified, amended or released by the City prior to the expiration thereof. [OPEN ISSUE]

**8) Phase 2 Project (200-300 Blocks).** The main elements of the Phase 2 Project include the following:

- a) The pedestrianization of the 200-300 Blocks of Lincoln Road to be accomplished through the removal of vehicular travel lanes, the relocation of the pedestrian access rights-of-way, alterations to the medians and incorporation of pedestrian pavement markings;
- b) The installation of landscaping features along the pedestrian path; and
- c) Subject to obtaining the necessary approvals from the City and Miami-Dade County, Florida (the "County"), the installation of two (2) new bus shelters on Washington Avenue to replace the bus stops along the 300 block of Lincoln Road.

**9) Implementation of Phase 2 Project.** The following shall govern the implementation of the Phase 2 Project:

- a) The Sponsor will be responsible for the following, at its sole cost and expense, in connection with the Phase 2 Project prior to the City and the Sponsor securing dedicated sources of funding to cover all of the hard costs for the Phase 2 Project:
  - i) The preparation of a traffic study of the 200/300 blocks of Lincoln Road;
  - ii) The preparation of the Phase 2 concept plans, a copy of which is attached to this Term Sheet as Exhibit C (the "Phase 2 Concept Plan");
  - iii) The preparation of a preliminary budget setting forth the City's estimated Phase 2 hard costs and the Sponsor's estimated soft costs, a copy of which is attached as Exhibit D (the "Phase 2 Budget"); and
  - iv) The retention of a lobbying team to support the effort to secure state participation in the funding of the Phase 2 Project. The lobbying for the Phase 2 Project shall occur at the same time as the lobbying for state participation in the Phase 1 Project. For the avoidance of doubt, the

**Commented [DR2]:** The Sponsor would like to limit the duration of its maintenance obligations to 15 years. In addition, the Sponsor wants the right to terminate the Agreement prior to its expiration if the Concession Agreement is not renewed for successive one-year terms that run through the end of the 15-year period.

lobbying team will seek funding for both the Phase 1 Project and the Phase 2 Project simultaneously over not less than a one-year period.

- b) If, within the ten (10) year period following the execution of the Improvement and Maintenance Agreement the City and the Sponsor secure dedicated sources of funding to cover all of the hard costs set forth in the Phase 2 Budget (the "Phase 2 Funding Contingency"), none of which are to come from the Sponsor itself, the Sponsor will be responsible for the following, at its sole cost and expense:
  - i) Prepare and process the necessary HPB application for the Phase 2 Project. The Sponsor will be responsible for the preparation and submission of all necessary materials for the HPB review of the Phase 2 Project. Sponsor acknowledges that nothing contained in the agreement will obligate the City to cause the approval by the HPB of applications or limit its quasi-judicial authority to impose conditions or take any action on the HPB applications, except as otherwise provided by the City Code;
  - ii) Retain and fund the cost of the work of all design professionals necessary to prepare design development documents and final construction documents based on the Phase 2 Concept Plan and Phase 2 Budget as approved by the City, including the preparation of design and permit plans, and the preparation of materials necessary for any development permits required by the City, County, and State and the fees payable to design professionals during the construction phase for customary tasks, including, by way of example, responding to requests for information (RFIs) from the general contractor/subcontractors, conducting site visits, meeting with the general contractor/subcontractors as needed, reviewing spec sheets and other submissions made by the general contractor/subcontractors for approval and certifying payment applications. The Sponsor shall negotiate its agreements with the design professionals to ensure all amounts payable for services, including those services to be rendered during the construction phase, are consistent with the Sponsor's budget.
  - iii) Subject to obtaining the necessary approvals from the City and the County, the installation of two (2) new bus shelters on Washington Avenue to replace the bus stops along the 300 block of Lincoln Road.
- c) If the Phase 2 Project Contingency is satisfied, the Parties shall enter into a separate agreement in form and substance mutually acceptable to the Parties, in each of their sole discretions, to develop the Phase 2 Project. The City shall maintain the improvements constituting the Phase 2 Project at the City's sole cost and expense.







LINCOLN ROAD LOOKING EAST



Rev.	Date	By	Date

**HPB- Final Submission**

LINCOLN ROAD  
100 Block  
Miami Beach, FL 33139

Author: [Name]  
Designer: [Name]  
Date: [Date]

Contractor: [Name]  
Address: [Address]  
Phone: [Phone]  
Fax: [Fax]

Consultant: [Name]  
Address: [Address]  
Phone: [Phone]  
Fax: [Fax]

Consultant: [Name]  
Address: [Address]  
Phone: [Phone]  
Fax: [Fax]

Consultant: [Name]  
Address: [Address]  
Phone: [Phone]  
Fax: [Fax]

Author: [Name]  
Address: [Address]  
Phone: [Phone]  
Fax: [Fax]

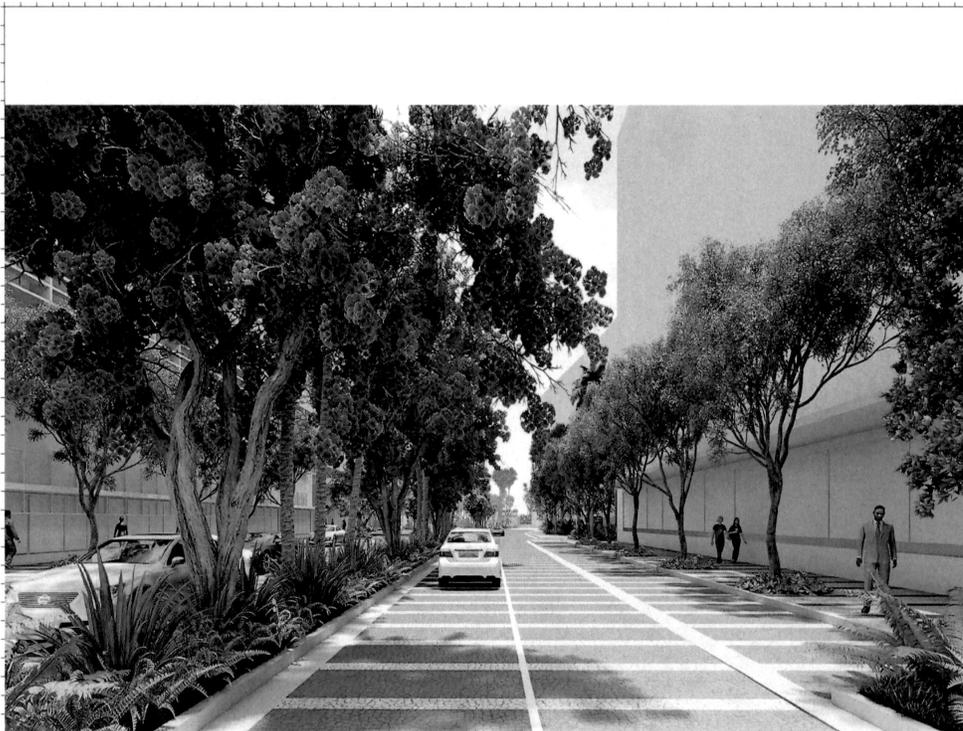


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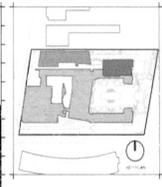
**EXTERIOR RENDERINGS**

LINCOLN ROAD - 100 BLOCK

Date: 08-28-2018	Sheet No.:
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Project: 1818	



LINCOLN ROAD LOOKING EAST



Rev.	Date	Rev.	Date

HPB - Final Submission

LINCOLN ROAD  
100 Block  
Miami Beach, FL 33139

Author:  
Designer:  
Editor:  
Checker:  
Date:

Consultant:  
Date:  
Project:

Consultant:  
Date:  
Project:

Author:  
Designer:  
Editor:  
Checker:  
Date:

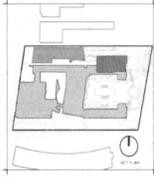


KOBUSKAMP  
ARCHITECTS  
EXTERIOR RENDERINGS  
LINCOLN ROAD - 100 BLOCK

Date:	06/26/2018	Sheet No.:	A3.03
Scale:	1:100		
Project:	100		



LINCOLN ROAD CORNER  
LOOKING EAST



Rev.	Date	Rev.	Date

**HPB- Final Submission**

**LINCOLN ROAD**  
100 Block  
Miami Beach, FL 33139

Owner:  
Architect:  
Civil Engineer:  
Landscape:

Contract:  
Contract No.:  
Contract Date:  
Contract Value:  
Contract Description:

Contract:  
Contract No.:  
Contract Date:  
Contract Value:  
Contract Description:

Contract:  
Contract No.:  
Contract Date:  
Contract Value:  
Contract Description:

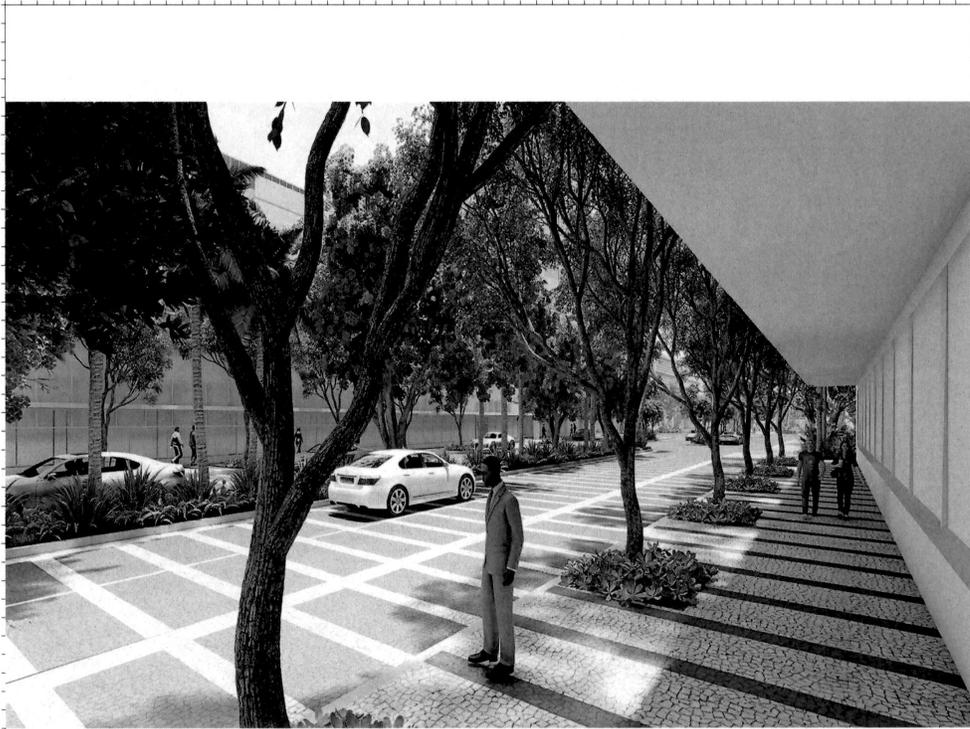


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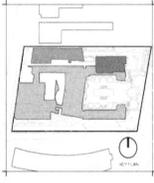
LINCOLN ROAD - 100 BLOCK

Rev.	Date	Rev.	Date

A3.04



SOUTH SIDEWALK  
LOOKING EAST



Rev.	Date	Rev.	Date

**HPB- Final Submission**

**LINCOLN ROAD**  
100 Block  
Miami Beach, FL 33139

Owner:  
Address:  
City:  
State:

Contract:  
Number:  
Date:  
Scale:

Contractor:  
Name:  
Address:  
City:  
State:  
Zip:



KUBE KARP  
c/o ARCHITECTS

EXTERIOR RENDERINGS

LINCOLN ROAD - 100 BLOCK

Date: 06-20-2013

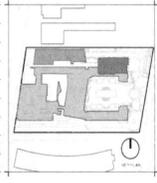
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Project: 03.14

Sheet: A3.05



VIEW FROM MID-BLOCK  
LOOKING EAST



Rev.	Date/Rev.	Date

**HPB- Final Submission**

LINCOLN ROAD  
100 BLOCK  
Miami Beach, FL 33139

Project:  
Phase:  
Date:

Consultant:  
Name:  
Address:  
City:  
State:

Contract:  
No.: 1601001-01  
Date: 04/15/16  
Project: 100 Block Lincoln Road  
Phase: 100 Block  
City: Miami Beach, FL  
State: FL  
Zip: 33139

Contract:  
No.: 1601001-01  
Date: 04/15/16  
Project: 100 Block Lincoln Road  
Phase: 100 Block  
City: Miami Beach, FL  
State: FL  
Zip: 33139

Contract:  
No.: 1601001-01  
Date: 04/15/16  
Project: 100 Block Lincoln Road  
Phase: 100 Block  
City: Miami Beach, FL  
State: FL  
Zip: 33139

Author:  
Name: [Name]  
Address: [Address]  
City: [City]  
State: [State]  
Zip: [Zip]



W&A ARCHITECTS  
1001 BROADWAY  
SUITE 1000  
MIAMI BEACH, FL 33139  
TEL: 305.371.1111  
WWW.WANDAA.COM

**EXTERIOR RENDERINGS**

LINCOLN ROAD - 100 BLOCK

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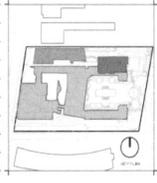








THE GATEWAY



Rev.	Date	Rev.	Date

HPB- Final Submission

LINCOLN ROAD  
155 BLOCK  
Miami Beach, FL 33139

Owner:

Consultant:

Contract:

Contract:

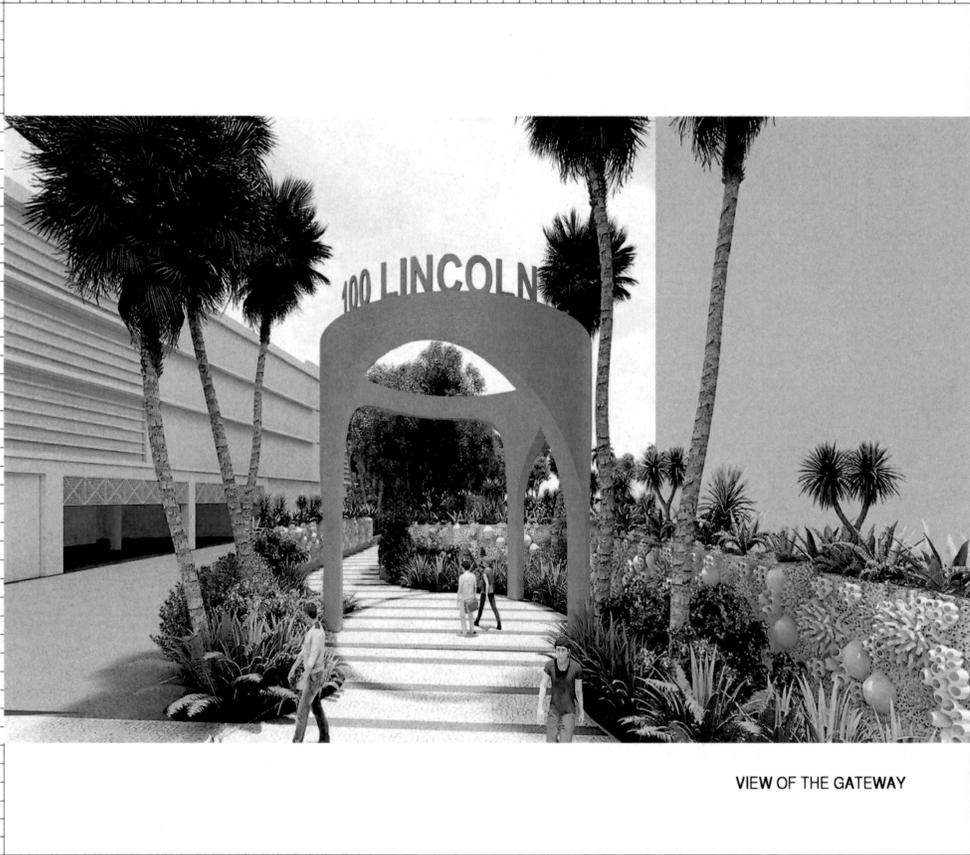
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Author:

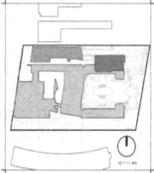


EXTERIOR RENDERINGS  
LINCOLN ROAD - 155 BLOCK

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Drawn:			



VIEW OF THE GATEWAY



Rev.	Date	By	Check

**HPB - Final Submission**

**LINCOLN ROAD**  
 100 Block  
 Miami Beach, FL 33139

**Owner**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

**Consultant**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

**Contract**  
 No.: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Description: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

**Contractor**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

**Architect**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip: \_\_\_\_\_

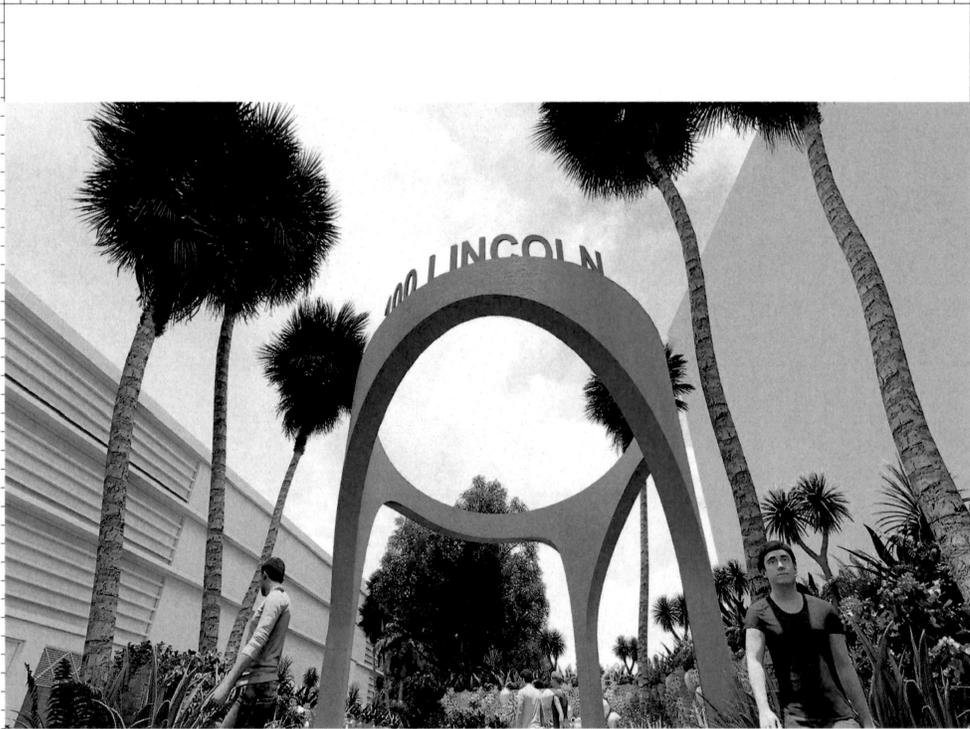
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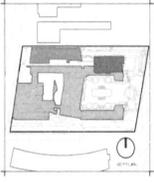
**EXTERIOR RENDERINGS**

LINCOLN ROAD - 100 BLOCK

Date: 06-20-2018	Sheet No.:
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Project: 1818	



VIEW OF THE GATEWAY



Rev.	Date	Rev.	Date

**HPB- Final Submission**

**LINCOLN ROAD**  
 100 Block  
 Miami Beach, FL 33139

**Owner**  
 Name:  
 Address:  
 City:  
 State:  
 Zip:

**Consultant**  
 Name:  
 Address:  
 City:  
 State:  
 Zip:

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**Notes** See Notes  
**Date** 10/10/10

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**Scale** 1/8" = 1'-0"  
**Notes** See Notes  
**Date** 10/10/10

**Contract #** 100-100-100  
**Scale** 1/8" = 1'-0"  
**Notes** See Notes  
**Date** 10/10/10

**Author**  
 Name:  
 Address:  
 City:  
 State:  
 Zip:



**KORN KARP**  
 100 N. BAY ST.  
 MIAMI BEACH, FL 33139

**EXTERIOR RENDERINGS**

**LINCOLN ROAD - 100 BLOCK**

Date:	10/10/10	Sheet No.:	A3.12
Scale:	1/8" = 1'-0"		
Project:	100		



VIEW OF THE GATEWAY



Rev.	Date	Rev.	Date

HPB - Final Submission

**LINCOLN ROAD**  
100 Block  
Miami Beach, FL 33139

**Author:**  
Name: [Redacted]  
Title: [Redacted]

**Consultant:**  
Name: [Redacted]  
Address: [Redacted]  
City: [Redacted]

**Consultant:**  
Name: [Redacted]  
Address: [Redacted]  
City: [Redacted]

**Consultant:**  
Name: [Redacted]  
Address: [Redacted]  
City: [Redacted]

**Architect:**  
Name: [Redacted]  
Address: [Redacted]  
City: [Redacted]

**NOBIS KASIP**  
L.P. # A00072138

**EXTERIOR RENDERINGS**  
LINCOLN ROAD - 100 BLOCK

Date:	04/05/2018	Sheet No.:	A3.13
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Project:	019		





THE BEACH WALK ENTRY



Rev.	Date	Rev.	Date

Submitted to: [Redacted] Date: [Redacted] File: [Redacted]

**HPB- Final Submission**

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**LINCOLN ROAD**  
 100 Block  
 Miami Beach, FL 33139

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**Client:**  
 Name: [Redacted]  
 Address: [Redacted]  
 City: [Redacted]  
 State: [Redacted]  
 Zip: [Redacted]

**Contractor:**  
 Name: [Redacted]  
 Address: [Redacted]  
 City: [Redacted]  
 State: [Redacted]  
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**Architect:**  
 Name: [Redacted]  
 Address: [Redacted]  
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**Author:**  
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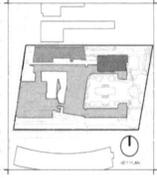
**KIMBERLY**  
 L.L.C.

**EXTERIOR RENDERINGS**  
 LINCOLN ROAD - 100 BLOCK

Date:	08/08/2018	Sheet No.:	A3.15
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Project:	018		



THE BEACH WALK ENTRY



Rev.	Date	Rev.	Date

HPB- Final Submission

LINCOLN ROAD  
 100 Block  
 Miami Beach, FL 33139

**Owner:**  
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 Address: [Redacted]  
 City: [Redacted]  
 State: [Redacted]  
 Zip: [Redacted]

**Contractor:**  
 Name: [Redacted]  
 Address: [Redacted]  
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**Consultant:** [Redacted]  
 Name: [Redacted]  
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**Architect:**  
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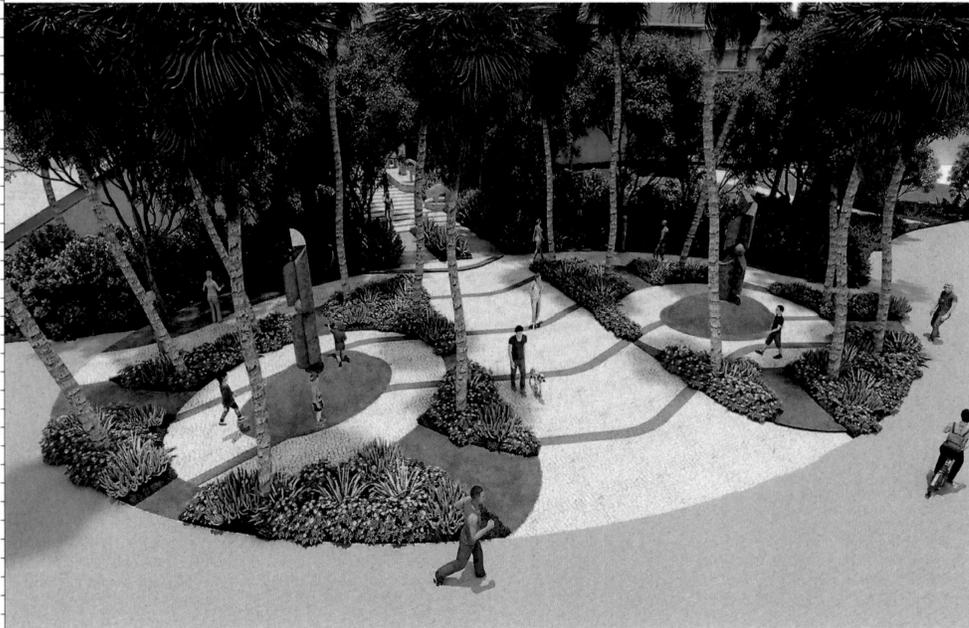
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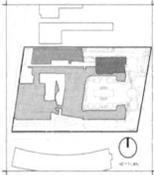
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Date:	08-08-2023	Sheet No.:	A3.16
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Checked:	[Redacted]		





THE PARK



Rev.	Date/Rev.	Desc.

HPB-Final Submission

LINCOLN ROAD  
100 Block  
Miami Beach, FL 33139

Client:  
Architect:  
Date:  
Scale:

Consultant:  
Name:  
Address:  
City:  
State:  
Zip:

Contract:  
Contract No.:  
Contract Date:  
Contract Description:  
Contract Status:

Contract:  
Name:  
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City:  
State:  
Zip:

Architect:  
Name:  
Address:  
City:  
State:  
Zip:



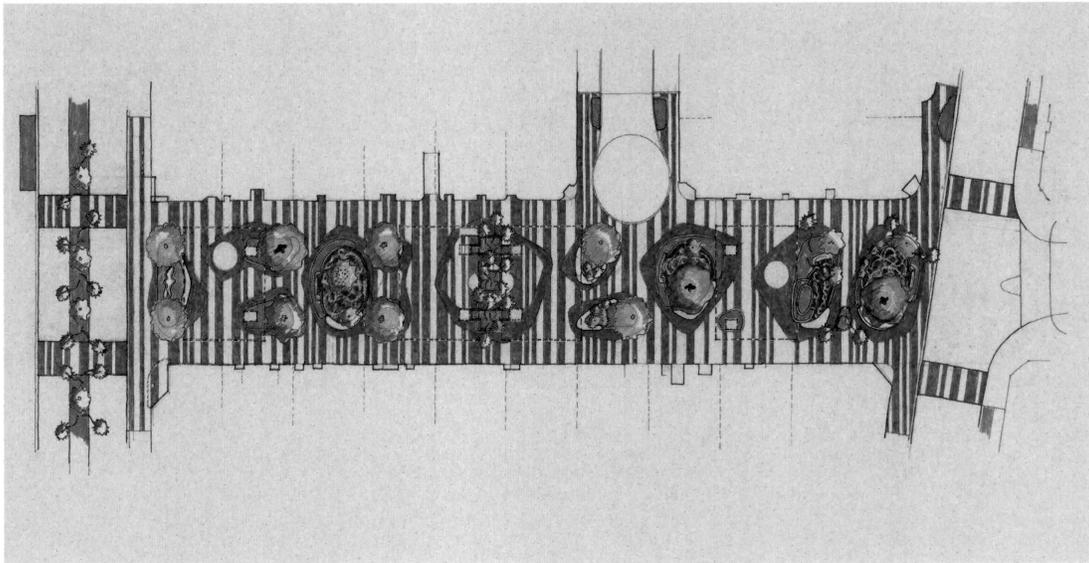
W&A ARCHITECTURE  
L.L.C. ARCHITECTS

EXTERIOR RENDERINGS

LINCOLN ROAD - 100 BLOCK

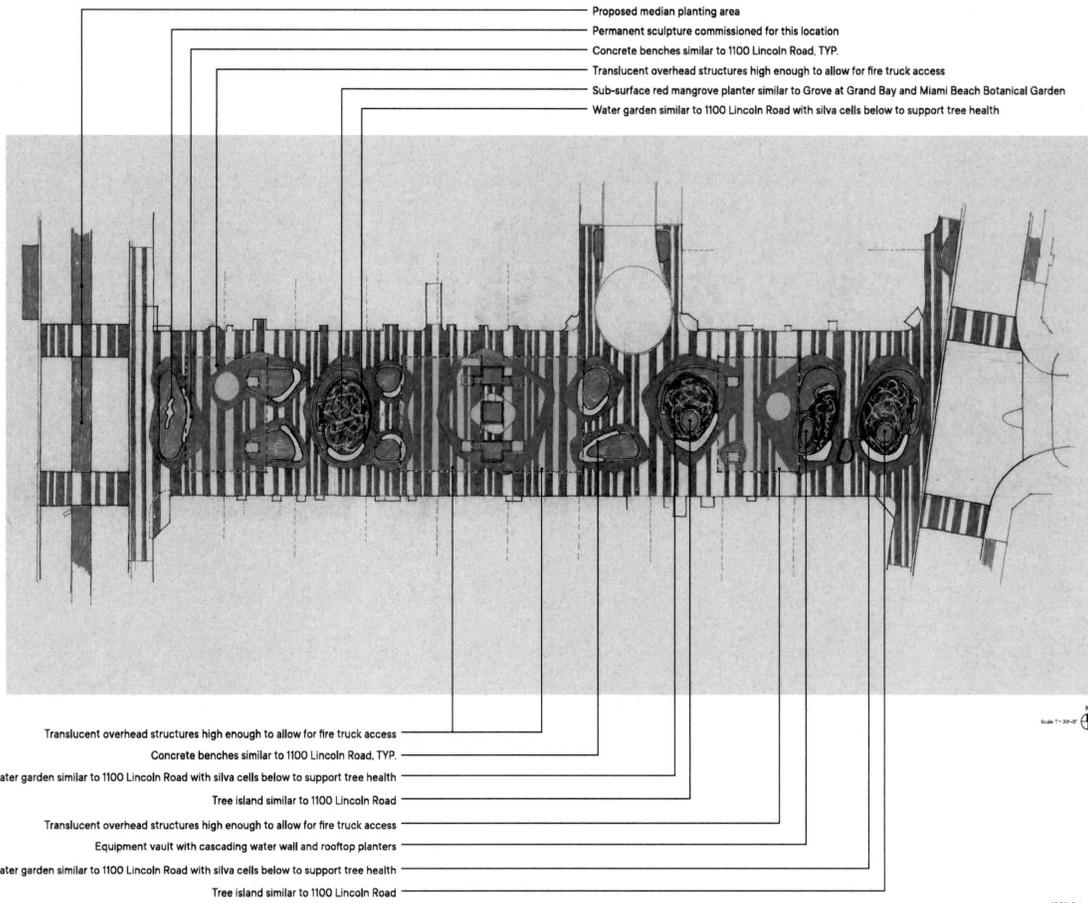
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Checked:	W&A		

Attachment C - Phase 2 Concept Plan

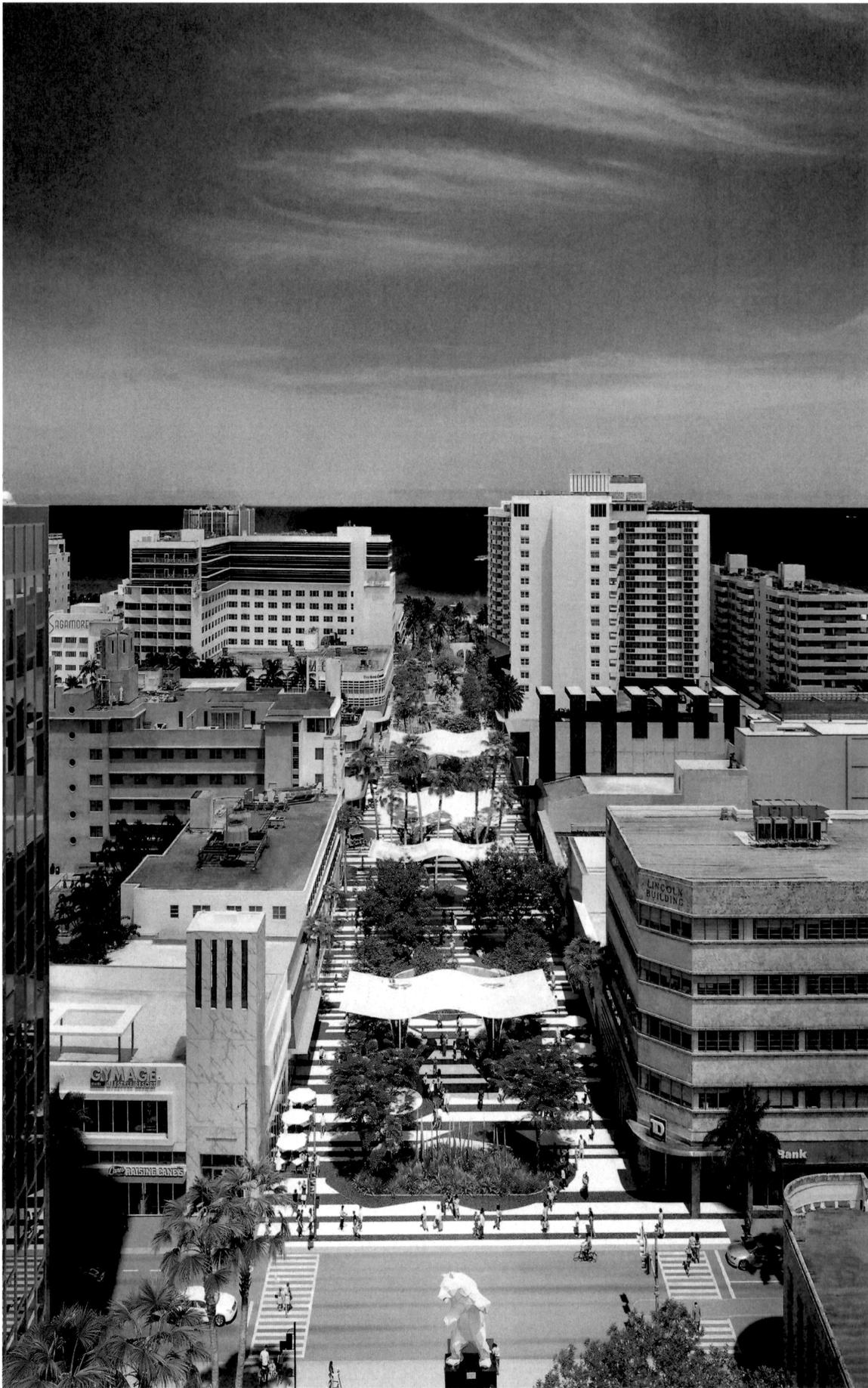


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jungles



jungles





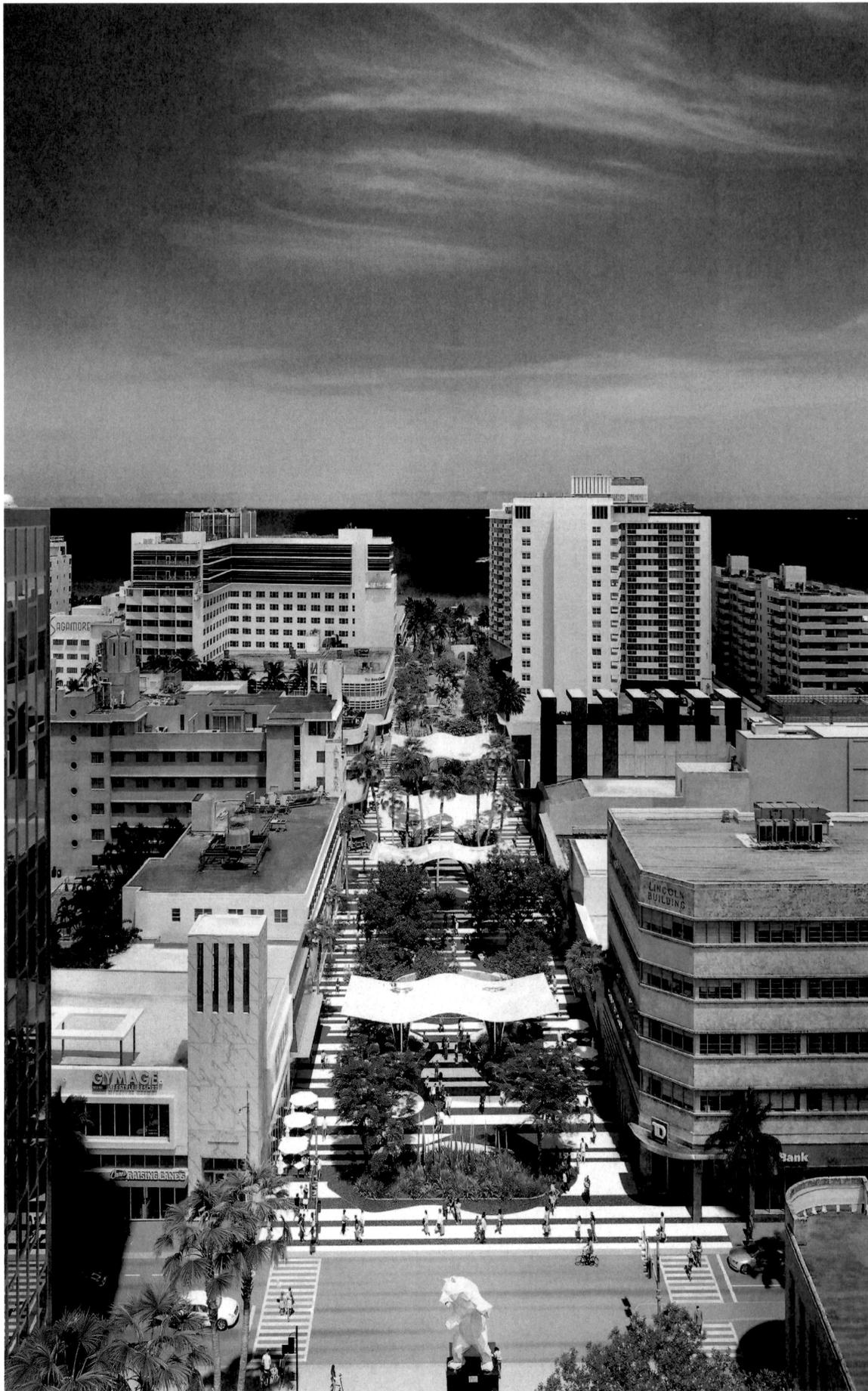


Exhibit B to the Term Sheet: Preliminary Project Budget CONFIDENTIAL

**LINCOLN ROAD PROJECTS: BUDGET ESTIMATE**

6/22/2023

	100 Block Budget	200-300 Block Budget
<b>HARD COSTS</b>		
Preconstruction	45,000	42,500
Hard Costs	7,432,142	11,762,058
<u>Markups</u>		
Hard Cost Contingency (5%)	373,857	590,228
General Requirements (4%)	312,240	494,091
General Conditions (5%)	405,912	642,319
CM Fee (3.5%)	298,345	472,104
CCIP (1.3%)	114,692	181,490
Insurance (1.3%)	116,183	183,850
Bond (1.5%)	135,801	214,892
<b>Subtotal Hard Costs</b>	<b>9,234,173</b>	<b>14,583,533</b>
<b>SOFT COSTS</b>		
<u>Architecture &amp; Engineering</u>		
A&E - Misc. Consultants	15,000	-
Architect of Record	145,000	165,000
AV/IT Consultant	45,000	-
Civil Engineering (Roadway)	50,000	35,000
Civil Engineering (Beach Access)	112,200	-
Civil Engineering (Cistern Design)	-	75,000
Code & Life Safety Consultant	4,500	10,000
Cost Estimator	20,000	-
FPL Liason	10,000	-
Geotechnical Engineer	30,000	30,000
Landscape Architect	85,000	105,000
Landscape Architect of Record	200,000	150,000
Lighting Designer	65,000	75,000
Mechanical Engineer	25,000	35,000
Pool Consultant / Aquatic Engineer	25,000	100,000
Roofing & Waterproofing	25,000	25,000
Structural Engineer	25,000	85,000
Sub-Surface Utility Surveyor	10,500	25,000
Surveyor (Land)	4,800	5,600
<u>Permits &amp; Inspections</u>		
Expeditor	25,000	5,000
<u>Marketing</u>		
Public Relations	-	90,000
Project Visualization	28,010	13,990
Legal (Consultant Contract Negotiation)	100,000	50,000
Soft Cost Contingency (5% of A&E)	52,501	46,030
<b>Subtotal Soft Costs</b>	<b>1,102,511</b>	<b>1,125,620</b>
<b>OTHER</b>		
Development Fee (3.5% of HC + SC)	361,784	549,820
Project Management	885,000	135,000
<b>Subtotal Other</b>	<b>1,246,784</b>	<b>684,820</b>
<b>TOTAL</b>	<b>\$ 11,583,467</b>	<b>\$ 16,393,973</b>

RESOLUTION NO. 2022-32444

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO ENGAGE IN NEGOTIATIONS WITH DI LIDO BEACH RESORT LLC OF A DEVELOPMENT AGREEMENT WHICH WOULD, AMONG OTHER TERMS, MEMORIALIZE THE FRAMEWORK FOR SUCH LINCOLN ROAD IMPROVEMENTS, AND FURTHER, DIRECTING THE ADMINISTRATION TO FURTHER ANALYZE ALL ASPECTS OF THE POTENTIAL PEDESTRIANIZATION OF THE 200 AND 300 BLOCKS OF LINCOLN ROAD, BETWEEN WASHINGTON AVENUE AND COLLINS AVENUE AND THE REDUCTION OF VEHICULAR TRAFFIC EAST OF COLLINS AVENUE.

**WHEREAS**, the City Commission desires to improve the pedestrian experience on the eastern end of Lincoln Road, linking the Beachwalk to the existing pedestrian mall; and

**WHEREAS**, Di Lido Beach Resort LLC, the owner of 1 Lincoln Road and 1671 Collins Avenue (the "Developer"), has proposed a renovation and expansion to the existing Ritz Carlton South Beach; and

**WHEREAS**, as part of its redevelopment plan, the Developer has proposed to design and engineer, subject to direction from, and approval by, the City, pedestrian improvements within the Lincoln Road right of way from Washington Avenue east to the City beachwalk (the "Proposed Lincoln Road Improvements"); and

**WHEREAS**, the Proposed Lincoln Road Improvements would contemplate the closure of Lincoln Road between Washington Avenue and Collins Avenue to vehicular traffic, the reduction of vehicular traffic on Lincoln Road east of Collins Avenue, and the replacement and relocation of existing transit infrastructure; and

**WHEREAS**, the improvements are intended to transform the 200-300 blocks of Lincoln Road into a robust pedestrian plaza and to allow for a more convenient connection for the public from the 100 block of Lincoln Road to the beachwalk; and

**WHEREAS**, the Developer has initially completed and presented to the City Administration conceptual plans and a preliminary traffic impact analysis, which, in part, shows that the proposed closure of the 200-300 blocks of Lincoln Road to vehicular traffic would have no significant traffic impacts on the adjacent streets; specifically Washington Avenue and Collins Avenue, from 16<sup>th</sup> to 17<sup>th</sup> Street; and

**WHEREAS**, at this early stage in the vetting process, a number of transportation-related items associated with the Proposed Lincoln Road Improvements require further study and analysis, including:

- Impacts to the existing key bus stops on the south and north sides of Lincoln Road between Collins Avenue and Washington Avenue and the need to develop a proper transit mitigation plan that would integrate a transit facility as part of the street reconfiguration or in close proximity;
- Completion, at the Developer's expense using an independent traffic engineer, of a traffic impact study in accordance with Miami-Dade County's "Traffic Flow Modification/Street Closure Procedures"
- Application to the Florida Department of Transportation and Miami-Dade County for review and approval of the proposed traffic flow modification/street closure.

**WHEREAS**, at each of their respective regular meetings, the City's Finance and Economic Resiliency Committee, Land Use and Sustainability Committee, and Public Safety and Neighborhood Quality of Life Committee heard presentations from the Developer, and recommended in favor of moving forward with further study and analysis the Proposed Lincoln Road Improvement; and

**WHEREAS**, the redevelopment of this portion of Lincoln Road will connect the city's two largest greenbelts and reinforce the pedestrian experience of Lincoln Road with enhanced connectivity extending from Alton Road on the west to the public Beachwalk on the east; and

**WHEREAS**, the Developer has prepared a conceptual plan of the proposed improvements and proposed terms of a Development Agreement to implement the project; and

**WHEREAS**, the Developer has indicated it would be solely responsible for all soft costs (including design, studies, permitting) and would like the City to bear all hard costs; and

**WHEREAS**, funding for the Proposed Lincoln Road Improvements has not been contemplated as part of the City's capital infrastructure priorities in the near to mid-term and, accordingly, the Commission would need to review, in consultation with the Administration, all potential funding options, including payment by the Developer of hard costs associated with the improvements in the 100 block of Lincoln Road; and

**WHEREAS**, the City Administration recommends that the Mayor and City Commission authorize the Administration to further study the Proposed Lincoln Road Improvements, explore funding options and engage in negotiations with the Developer on the Development Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA**, that the Mayor and City Commission hereby authorize the Administration to engage in negotiations with Di Lido Beach Resort LLC of a Development Agreement which would, among other terms, memorialize the framework for such Lincoln Road improvements, and further, directs the Administration to further analyze all aspects of the potential pedestrianization of the 200 and 300 blocks of Lincoln Road, between Washington Avenue and Collins Avenue and the reduction of vehicular traffic east of Collins Avenue.

**PASSED and ADOPTED** this 14 day of December, 2022.



MAYOR

ATTEST:   
CITY CLERK

DEC 16 2022



APPROVED AS TO FORM  
AND LANGUAGE  
AND FOR EXECUTION



City Attorney

12-2-22  
Date

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Vice-Mayor Alex Fernandez  
DATE: September 14, 2022

SUBJECT: REFERRAL TO THE LAND USE AND SUSTAINABILITY COMMITTEE, FINANCE AND ECONOMIC RESILIENCY COMMITTEE, AND PUBLIC SAFETY AND NEIGHBORHOOD QUALITY OF LIFE COMMITTEE TO DISCUSS THE POTENTIAL PEDESTRIANIZATION OF THE 200 TO 300 BLOCKS OF LINCOLN ROAD AND LIMITED VEHICULAR ACCESS ON THE 100 BLOCK.

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### **RECOMMENDATION**

Please place on the September 14, 2022 agenda a referral to the November meetings of the Land Use and Sustainability Committee, Finance and Economic Resiliency Committee, and Public Safety and Neighborhood Quality of Life Committee to discuss the possibility of pedestrianizing the 200 and 300 blocks of Lincoln Road and limiting vehicular access to the 100 block of Lincoln Road. Given the overlap in membership of LUSC and FERC, it may be prudent to convene a joint meeting of both committees to consider this item.

As part of this referral, I would like for the Administration and the City Attorney's Office to provide guidance as to the process for the pedestrianization of this section of Lincoln Road and potential costs. Additionally, I would like for the Administration to be ready to provide a professional recommendation as to whether the removal of vehicular traffic in these two blocks could help address the current less than ideal conditions which contrast significantly to the rest of the Lincoln Road.

### **SUPPORTING SURVEY DATA**

N/A

### **FINANCIAL INFORMATION**

N/A

### **Applicable Area**

South Beach

**Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?**

Yes

**Does this item utilize G.O. Bond Funds?**

No

**Strategic Connection**

Non-Applicable

**Legislative Tracking**

Vice-Mayor Alex Fernandez

# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Alina T. Hudak, City Manager  
DATE: June 28, 2023

SUBJECT: A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE FINANCE AND ECONOMIC RESILIENCY COMMITTEE AT ITS JUNE 23, 2023 MEETING, DIRECTING THE ADMINISTRATION TO NEGOTIATE AN IMPROVEMENT AND MAINTENANCE AGREEMENT FOR THE 100-300 BLOCKS OF THE LINCOLN ROAD RIGHT-OF-WAY, CONSISTENT WITH THE TERM SHEET NEGOTIATED WITH DI LIDO BEACH RESORT, LLC PURSUANT TO RESOLUTION NO. 2022-32444, WITH THE FINAL AGREEMENT SUBJECT TO THE PRIOR APPROVAL OF THE MAYOR AND CITY COMMISSION; AND FURTHER, AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY APPLICATIONS FOR SUBMISSION OF PLANS REFLECTING THE PROPOSED IMPROVEMENTS, SUBSTANTIALLY IN ACCORDANCE WITH THE CONCEPT PLAN ATTACHED TO THE TERM SHEET, TO THE HISTORIC PRESERVATION BOARD FOR CONSIDERATION.

**(ITEM TO BE SUBMITTED IN SUPPLEMENTAL)**

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### SUPPORTING SURVEY DATA

tbd

### FINANCIAL INFORMATION

tbd

### Applicable Area

South Beach

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-14?

No

Does this item utilize G.O. Bond Funds?

No

### Legislative Tracking

Office of the City Manager