

ITEM II
DRAFT MINUTES

DRAFT
MEETING MINUTES
NORTHWEST-PROGRESSO-FLAGLER HEIGHTS
REDEVELOPMENT ADVISORY BOARD
FORT LAUDERDALE
8TH FLOOR CONFERENCE ROOM, CITY HALL
November 14, 2017 – 3 :00 P.M.

Cumulative Attendance

May 2017-April 2018

Members Present

	<u>Attendance</u>	<u>Present</u>	<u>Absent</u>
Ron Centamore, Chair	P	4	1
Leann Barber (arrived at 3:15 p.m.)	P	5	0
Brad Cohen	P	3	2
Alan Gabriel	P	5	0
Rhoda Glasco Foderingham	P	5	0
John Hart	NP	4	1
Mickey Hinton	P	3	2
John Hooper (arrived at 3:15 p.m.)	P	4	1
Dylan Lagi	P	4	1
Steffen Lue	P	5	0
Diane Randolph	P	2	0
Scott Strawbridge	P	5	0
Tina Teague	P	5	0
John Wilkes (arrived at 3:50 p.m.)	P	4	1

Staff

D'Wayne Spence, NPF-CRA Manager
 Vanessa Martin, CRA Business Manager
 Sandra Doughlin, NPF-CRA
 Diana Alarcon, Director, Transportation and Mobility Department
 Bob Wojcik, Housing and Economic Development Manager
 Glendon Hall, Housing and Economic Development Manager
 Jamie Oppertlee, Prototype-Inc.

I. Call to Order/Roll Call

NPF CRA Chair

Chair Centamore called the meeting to order at 3:08 p.m. and roll call was called.

II. Approval of Minutes

- October 10, 2017

NPF CRA Chair

Motion made by Mr. Gabriel, seconded by Mr. Cohen, to approve. In a voice vote, the **motion** passed unanimously.

III. Nomination and Election of Vice Chair

NPF CRA Chair

Motion made by Mr. Cohen, seconded by Mr. Strawbridge, to nominate Dylan Lagi. By a show of hands there were four votes.

Motion made by Ms. Teague, seconded by Mr. Cohen, to nominate Ms. Glasco Foderingham. By a show of hands, there were five votes and Ms. Glasco Foderingham was voted as Vice Chair.

IV. Project Funding Update

**Vanessa Martin
Business Manager**

Ms. Martin provided a brief project funding update and noted there is approximately \$5.9 million available for fiscal year 2018 and about \$5.2 million proposed for 2018. Two project managers are working on getting business and there are proposals that list businesses by category. Ms. Martin explained the dollars and numbers on the spreadsheet.

Mr. Strawbridge questioned if there is anything for affordable housing efforts in the CRA in the upcoming 12 months.

Mr. Wojcik stated there was money for purchase assistance and down payment assistance; however, there is not any money for rehab this year.

Mr. Strawbridge commented that the construct the City operates under says, “We shall provide affordable housing in our activities and partner with housing industries or provide a written reason why we are not.” He questioned why affordable housing is not being provided.

Mr. Spence advised there are eight years left within the program to finish everything that needs to be done. The City Commission, at the October 3, 2017 meeting, pushed to address the commercial corridor on Sistrunk Boulevard, particularly to the west. In looking at the priorities listed in the plan, those priorities must move forward. With regards to affordable housing, purchase assistance is not being limited. There is a limited budget and the CRA is moving forward with the priorities. Mr. Spence has been directed by the Executive Director to start attending the Broward County Affordable Housing Task Force Board, which is something that will be placed as a higher priority. The concern is understood and there are other ways to push for support of the program.

V. Mosaic Update

**Ann Marie Sorrel
Manager**

NOTE: Ms. Barber and Mr. Hooper arrived at approximately 3:15 p.m.

Ms. Sorrel distributed a booklet and provided a brief update. From March through October a new Historic Sistrunk brand was launched including a new Progresso Village website, Progressovillage.org. Over 400 press releases were distributed and released. Seven advertisements were placed in different magazines and one they are most proud of is in the Economic Resource Guide for the Greater Fort Lauderdale Alliance. Utility wraps was a public art project and new signage was created to show available properties and what main CRA events are available. About 12 recommendations are listed on the back of the report. The top three projects need to be finalized and a proposal to continue services through March was submitted to Mr. Spence and Mr. Feldman.

Mr. Strawbridge mentioned the CRA social media WaWa blast and noted that WaWa is not in the CRA.

Ms. Sorrel advised that WaWa is a private business; however, the Commission was present for the ribbon cutting so it was featured as part of activities happening within the area.

Mr. Cohen referenced stickers being placed on Sistrunk open spaces and questioned if it makes sense to put some sort of notification on buildings where CRA dollars are available.

Ms. Sorrel indicated that the opportunity is there if property owners want to have any type of signage saying their property is available. The specs would probably have to be resized based on the building.

Last year three different sizes of plywood signs were created that could be placed on available land. The design is there and staff has access to all the files.

**VI. Funding Request – CHDS LLC/1134 LLC - \$350,000
1134 Sistrunk Boulevard – Smitty's Wings on Sistrunk CRA Staff**

Mr. Wojcik advised this is a funding request for development of a family restaurant. The request is for \$350,000 including \$125,000 from the CRA Façade Program and \$225,000 from the CRA Property and Business Improvement Program, which is the maximum funding that can be requested for both programs. The property is owned by Desiree Giles Smith and Chris Smith, who are residents of the CRA. The building is 1,200 square feet and parking is exempt on Sistrunk Boulevard. The City eliminated parking in the front of the property when Sistrunk Boulevard was widened; therefore, the business relies on the public parking lot next door.

Mr. Smith indicated that parking was taken away on the front of the property; however, there will be outside seating on Sistrunk Boulevard. There will also be special events such as music on Sundays.

Mr. Gabriel mentioned that 12 tables are listed in the report and questioned if that included the tables outside. There was also a question as to how parking would work. Shade around the tables was suggested.

Mr. Spence advised that there will be a parking presentation later in the meeting.

Mr. Smith indicated they are working with the designers and two concepts are umbrellas or a type of shading. The problem is that permanent shading becomes an issue at night. Mr. Smith believes in second chances and plans and is committed to hiring neighborhood people who are hard to hire.

Ms. Glasco Foderingham questioned if the parking will be done in terms of parking on 12th Avenue and if the City would make a commitment to complete at least that parking lot.

Mr. Spence commented that from the CRA perspective, if there is enough pressure, funding will be provided to get this project done.

Ms. Alarcon stated that there will be on-street parking. As far as prioritizing the 12th Avenue parking lot, the engineering and design plans are almost finished and are ready for permitting and bidding. The parking lot may not be done by summer; however, she will make a strong commitment that this will be made a priority to get it done as close to the Smith's opening date as possible.

Mr. Spence advised that the Smiths have been through the DRC process, staff has reviewed the project and has given a greenlight. It was noted that there is a slight risk of opening prior to the additional parking being available but the Smiths are confident with a lot of the amenities around the neighborhood that there will be a lot of foot traffic and individual needs of transit.

Motion by Ms. Glasco Foderingham, seconded by Mr. Cohen, to approve the funding request for CHDS LLC/1134 LLC - \$350,000. The **motion** carried on the following roll call vote:

Ayes: Barber, Cohen, Gabriel, Glasco Foderingham, Hinton, Hooper, Lagi, Lue,
Strawbridge, Teague, Randolph, Centamore
Nays: None

**VII. Funding Request – DALE'S PROPERTIES - \$350,00
300 West Sunrise Boulevard CRA Staff**

Mr. Cohen disclosed that he does business with Dale, not contract business. He stated that it would prevent him from participating in this item.

Mr. Glendon Hall, CRA Housing and Economic Development Manager, mentioned business leaders in the northwest. Dale Saunders has been here since 1991. Mr. Saunders' business is basically an institution through employment, activities, annual backpack giveaways for the children, annual giveaways for Christmas, and employing some of the people who are difficult to employ. Mr. Saunders' is requesting a \$365,000 assistance package from the CRA to complete additional renovations to a 12,000-square-foot retail center west of the FEC Railway and in proximity of the new WaWa on the corner of Andrews Avenue and Sunrise Boulevard. The proposal is to make a \$1.5 million investment in the CRA not only with the purchase of the building but with redevelopment of the retail property, and to add more retail opportunities and increase and improve tenancy.

Mr. Saunders stated that he has owned warehouses in the industrial area since 1991. It is believed if the property is cleaned up that the vagrants and drug activity would go away.

Mr. Hall showed a current photo of the building and a rendering of the proposal. Phase 2 is to redevelop and renovate the existing Dale's Tires building, which is part of the larger plan for the area. The color scheme will blend with other new development within this corridor. This is an opportunity to change the flavor of the entire corridor, not only for convenience, but service. Mr. Saunders is trying to bring back tenants who previously left the area.

Greg Brewton, commented that Mr. Saunders has made a significant investment in this area by purchasing properties and creating business and job opportunities for a lot of people. Mr. Saunders is intending to partner with the City so what he is doing will be consistent with the City's overall plan for the area. This is the beginning of a three-step process. The area will change in a few years.

Ms. Glasco Foderingham mentioned leases that will expire next year and the following year and questioned if Mr. Saunders plans to change the tenant mix.

Mr. Saunders advised that some of the good businesses left when the economy went bad and he has not re-rented and will not until this project is complete.

Mr. Lagi indicated that he was in support of the project and questioned if there were any type of staff-tenant requirements.

Mr. Cohen stated that Mr. Saunders has a business directly next door to the place he wants to improve and is sure there would be a high-end client and/or a client that fits well in the neighborhood. It was Mr. Cohen's belief that Mr. Saunders would know the people renting from him.

NOTE: Mr. Wilkes arrived at 3:50 p.m.

Mr. Lagi believed that the language in the contract should not be too restrictive.

Ms. Glasco Foderingham commented that there are zoning limitations.

Motion by Mr. Lagi, seconded by Mr. Lue, to approve the Funding Request – DALE'S PROPERTIES - \$350,000. The **motion** carried on the following roll call vote:

Ayes: Barber, Cohen, Gabriel, Glasco Foderingham, Hinton, Hooper, Lagi, Lue, Strawbridge, Teague, Wilkes, Randolph, Centamore

Nays: None

VIII. Project Update – Sistrunk Off-Street Parking (P-12166) TAM

Ms. Alarcon advised that bid packages are being put together for the parking lot and funding requests.

A brief update was given on the three parking lots as follows:

- NW 19th Avenue
- 16 parking spaces are being added.
- Lighting, drainage, and landscaping are being brought up to current code.
- \$15,000 was budgeted for engineering and permitting. Stormwater permitting must go through the County.
- The total estimated cost is \$257,000.
- Three months was allotted to get the permit from the County, six months to construct, and one-month for the final inspection.
- The timeline is 12 months and they are hopeful it will be completed within seven to eight months.
- NW 17th Avenue
- This project is between Sistrunk Boulevard and NW 6th Court
- There will be ingress and egress off NW 6th Court.
- There will be a water retention area included as well as a rain garden.
- This will include lighting, landscaping, and drainage requirements.
- The total estimated cost is \$394,500.
- Three months was allotted to get permits from the County, six months for construction, and one month for a final inspection.
- The timeline is 12 months; however, it is believed this can be narrowed down to six to eight months.
- NW 12th Avenue
- Additional parking is being added.
- There is a retention area paid with community grants.
- The estimated cost is \$329,600.
- The timeline is 12 months; however, it is believed this can be done within a six to eight-month period.

The recommendation is to put all the projects out to bid at one time because there is some savings involved.

Ms. Glasco Foderingham questioned how many spaces there are for NW 12th Avenue and NW 17th Avenue.

Ms. Alarcon stated there are 30 spaces for NW 17th Avenue and 24 spaces for NW 12th Avenue. It was noted that parking is free. The spaces can be metered but that is up to the CRA.

Chair Centamore commented that metering allows all day parking and takes away from the businesses that need the parking.

Ms. Alarcon indicated that parking could be limited to three hours. It was noted that the CRA owns the three lots.

Mr. Spence advised that the lots are not being sold to the City. Once the CRA is concluded, the City will take them over. The CRA will maintain the lots until that time and the estimated annual cost of maintenance was unknown.

Mr. Strawbridge questioned if parking were metered if the CRA would retain the revenue from the meters or if the revenue would go into the parking fund.

Ms. Alarcon commented that those questions were recently raised with the City Commission. If the Board would like meters with the money set aside as a trust fund, that could be done. Usually maintenance of the meters costs around \$750 per space annually. It typically includes the costs of lighting, landscaping, striping, etc.

Mr. Strawbridge questioned what the parking deficit would be in the business district.

Ms. Alarcon did not have an answer to that question. Her task was to take the lots and prepare engineering drawings to construct parking lots. There was no data to show this parking was needed.

Mr. Strawbridge believed these efforts were important but also thought it was important to consider that it would take almost \$1 million of cash; take the properties off tax rolls; pay to maintain them; give the properties to the City when the CRA sunsets; and there was no proof they were needed in the first place. He would be more comfortable if he had seen some demonstration. Without that type of backup information, he was not comfortable voting in favor of this.

Mr. Cohen stated if parking is built it would be used. People do not want to open businesses on Sistrunk Boulevard due to lack of safe parking and it is believed this would encourage businesses to open. Funding is coming 100% from the CRA current funds. There are not any other funds available from the City to pay for parking other than the CRA money. Mr. Cohen questioned if these lots were donated to the City if the City would consider, under their budget, to open them as parking lots.

Ms. Alarcon reiterated that the City does not have any funds available to construct the parking lots.

Mr. Strawbridge questioned if revenue received from metered parking would go into a parking fund once the CRA is done. There was also a question as to whether the parking lots would be deeded to the City once there is no more CRA.

Ms. Alarcon indicated the money would go into the Enterprise Fund and the City would be responsible for maintenance of those parking lots. Ms. Alarcon did not have an answer as far as whether the parking lots would be deeded to the City.

Mr. Strawbridge questioned how this conforms, complies, and moves forward the redevelopment plan.

Mr. Spence referenced Section 5L that deals with transportation and mobility concerns in the plan.

Ms. Glasco Foderingham commented that the CRA should consider meters initially because it would be better to put them in and if necessary, take them out at some point.

Mr. Spence mentioned the narrow lots on Sistrunk Boulevard and noted that parking cannot fit. The City needs to work with businesses to see what helps their model.

Mr. Gabriel indicated that Smitty's Wings went through the process with the understanding that parking was going to be next door. The need is this is a corridor with no parking and a parking study would stop everything.

Mr. Spence advised that the City created a hardship by removing the back-out parking. More information will be available in the future.

Mr. Strawbridge thought that spending \$1 million on parking without a study was not an effective way to move forward.

Mr. Spence hesitated to respond initially because he did not have the paperwork and documents readily available. Studies have been done but there is nothing to provide at this moment. There are vacant lots within the corridor and people are not investing because of a lack of parking.

Mr. Lagi suggested installing meters but keeping bags over them for now.

Ms. Alarcon believed it would be good to get input from the businesses regarding meters and timelining. She was not comfortable recommending meters until these conversations have taken place, at which time she could give her best professional opinion. The cost of a meter installed is about \$12,000. It is not difficult to retrofit. Usually meters are installed when there is a demand that is more than a supply. There is a cost associated with the meters as well as a monthly cost. It might be better to converse with businesses. If there are problems with people using the lots for something other than parking there are plenty of ordinances that would protect that.

Ms. Barber questioned if there was a plan for a traffic and parking analysis on Sistrunk Boulevard.

Mr. Spence advised there was a study prior to when he became the CRA Director.

Ms. Alarcon indicated that the Sistrunk design was to deter people from using the road as a cut-thru. On-street parking was designed to support the businesses and was very intentional. The design has not necessarily deterred the traffic. A lot of interior boulevards are under construction and are pushing traffic over. Mid-block crosswalks to parking spaces to support the businesses on the opposite side are being considered. That was not included because an analysis must be done to show that the crosswalks are warranted.

Mr. Wilkes questioned if businesses with less than the required parking are being given credit for the use of these spaces.

Ms. Alarcon stated that was discussed previously and those businesses were going to be grandfathered in because of the infrastructure project since they were not required to provide the parking.

Mr. Wilkes questioned if the ability of other businesses is being limited.

Ms. Alarcon could not speak to that, it has not been discussed with her. There is a parking requirement and she believes the CRA has a discount they allow in the northwest district. If anyone wants less parking spaces than what code will allow they must go through a parking reduction process.

Mr. Wilkes commented that perhaps businesses could contribute and eventually buy the lots instead of giving them to the City.

Ms. Alarcon was asked to look at the three properties and do engineering drawings that could develop the parking. She would have to defer to CRA staff.

Mr. Hinton mentioned parking issues and noted that Walmart, to the south of Sistrunk, are making businesses obsolete on Sistrunk Boulevard. He believed townhouses should be built instead.

Motion by Ms. Glasco Foderingham, seconded by Mr. Cohen, to approve Sistrunk Off-Street Parking (P-12166). The **motion** carried on the following roll call vote:

Ayes: Cohen, Gabriel, Glasco Foderingham, Hooper, Lagi, Teague, Randolph, Centamore
Nays: Barber, Hinton, Lue, Strawbridge, Wilkes

IX. Draft RFP – River Gardens Single Family Residences CRA Staff

Mr. Wojcik mentioned the RFP and noted that between 2006 and 2008 there were nice plans but due to the drop in the market the plans languished. The most recent site purchase was Sweeting Estates. The CRA is offering purchasing assistance for buyers with up to 160% income. Even though there is no money in the program right now, there are funds that could be available from the Housing and Community Development Division, which also has purchasing assistance that provides up to \$75,000. The RFP does not restrict income; however, it provides incentives. One issue the CRA is dealing with is that the purchasing office does not like the idea of the CRANWP Board as the Evaluation Committee, which is typically reserved for five people. Mr. Wojcik questioned if the Board thought the entire Board should be part of the Evaluation Committee or if a Sub-committee would be preferred.

Ms. Glasco Foderingham questioned if the intent was to have one developer. She was not sure it was clear, specifically on the Purchase Proposal page.

Mr. Wojcik stated most developers are limited to the number of sites.

Mr. Strawbridge proposed that the Selection Committee should be three City staff members and a person selected by the City Manager or people from the CRA staff. He mentioned the first criteria that says, “25% of the employees for the proposal being in the best interest of the CRA plan and most responsive to the goals of the project area and RFP.”

Mr. Wojcik indicated that it gets more specific.

Mr. Spence advised that the draft is being presented to this Board and to Sweeting Estates to get comments. The redevelopment plan says Sweeting Estates targets single-family. There are two paragraphs that outline what the Sweeting Estates redevelopment should look like.

Mr. Strawbridge questioned if the Committee would have a common definition.

Mr. Wojcik stated that if it is felt that the definition should be different then they want to hear it. The CRA is spending a significant amount of money for this project; they are not giving away the land and want to find out what people are willing to pay.

Ms. Glasco Foderingham questioned if the RFP requests the developer to specifically address how their project will aid in goals of the CRA since that is being used as part of the criteria.

Mr. Wojcik advised that the developer must include a narrative.

Ms. Barber questioned if the CRA was confident they could get local developers.

Mr. Wojcik indicated that there have been meetings. The timeline is approximately two years.

Mr. Wilkes questioned if there was a market value summary and conclusions from the Property Appraiser.

Mr. Wojcik advised that the July appraisals were \$1.7 million for the large site.

X. Communication to CRA Board

NPF CRA Board

None.

XI. Public Comment

Lucy Harding, President of Sweeting Estates, commented that the project did not leave a feeling of inspiration or imagination and it did not appear that the Board tried very hard. This project was evaluated on how much was paid, which does not work. The developer has a big challenge; they are building a quality house into a questionable neighborhood. The City overpaid for the land and that should not be used against the developer; the developer should not have to pay. The first criteria is how well the project meets the CRA plan. Criteria #3 is meeting fiscal criteria. They must have the ability and financials to do the project as well as the experience. The most important thing is the features. The amenities list needs to be expanded. Residents want this to be an inspiration for the CRA and they want Sweeting Estates to have a representative on the Selection Committee.

Bernadette Norris-Weeks, resident and business owner in the CRA, would like the document to appear on Manstar and more opportunities for minority contractors to participate. The CRA Director said the document would be changed to support the market rate, not affordable housing. The objective part of the document makes it sound like this is a low level, low income work force type housing, which might lead to a lack of income diversity. Anything in the CRA area is affordable and residents want it to be something special and different. Ms. Norris-Weeks would like the Sweeting Estates Homeowners' Association President to be on the Selection Committee. She referenced language in 3.6-20 of the agreement that says, "The design should contain historical precedence", and questioned what that means. For the homeowners to have a \$45,000 loan forgiven, they should be required to live in the home for no less than five years. There are some homes in the neighborhood that already have some criteria that requires those people to live within the homes. She mentioned an old and inappropriate contract and expressed concern about the quality of the home. Residents would like the home to be at least 1,600 square feet under air.

Sharon Woods mentioned the number of developers and noted that one would be continuity. There are only 12 lots and three homes directly across the street. She questioned the impact on the existing homes. The developer must have a commitment to the area. It was noted that outsiders take risks. She mentioned the cost of the homes and stated that the homes should have at least two and a half baths.

Lauren McGee, on behalf of commercial properties in the warehouse districts, Flagler Village, and Progresso Point, questioned who the contact is regarding street beautification and lighting. She would like to schedule a meeting with the contact person.

Mr. Wilkes stated that conflicting input was received from the public; however, there were big messages. The best value will be if an end user can be found who wants something bigger and better. A standard design is needed. It was noted that builders who compete do a better job.

Mr. Spence questioned how to marry reality and vision. In a free market world, the lots are put out for sale and developers build a product they think will be sold in the community but that might not be what the community wants. Developers are being asked to take a chance that people will come if the home is built. The City is working within those parameters in terms of getting the best product. A written comment from the Homeowners' Association has already been received and a lot of the comments are related to amenities, which can be addressed. Mr. Spence mentioned the procurement issue in 2004 and the Selection Committee. The entire CRANWP Board would like to sit as the Selection Committee and Procurement has an issue with that because that is too many people. Guidance was requested from the Chair.

Mr. Wilkes suggested a Sub-committee.

Frank Schnidman, retired FAU Professor, questioned if it is anticipated that the developer will build spec houses or seek buyers first.

Mr. Spence advised that the developers would be looking for buyers before building. The proposal is what the Selection Committee is going to approve for these homes and the builder is going to find buyers.

Mr. Schnidman stated that perhaps there should be a process to market to people who previously lived here and want to come back.

Mr. Wilkes commented that there would be a better product if there was an end user in mind.

Ms. Norris-Weeks advised that residents are interested in a diverse income community that can continue along the lines of what they have helped create. The community is small with only four blocks.

Ms. Teague believed the community should be involved in making the developer decision. There needs to be marketing to make the community more appealing. The residents have put in a lot of time and effort; give them quality.

Mr. Spence stated that the comments will be reviewed.

Chair Centamore recommended that a small Sub-committee be formed at the next meeting and that the neighborhood be involved.

Ms. Barber questioned if the Sub-committee would create the criteria or if it would evaluate people against criteria.

Chair Centamore thought the Sub-committee should develop the criteria.

Mr. Spence agreed to bring this back with the input received.

XII. Adjournment

There being no further business to come before the Board at this time, the meeting was adjourned at 5:21 p.m.

Any written public comments made 48 hours prior to the meeting regarding items discussed during the proceedings have been attached hereto.

ITEM III
PROJECT FUNDING UPDATE

	CHDS LLC (Smitty's)	B. Wojcik			Funding Assistance	0.0%	\$ 225,000									
	Scott Hoffman- Aero Tech Labs	B. Wojcik			Funding Assistance	0.0%	\$ 7,500									
*** BUSINESS INCENTIVES FUNDING TOTAL:												\$ 5,953,727	\$ 5,255,500	\$ -	\$ 698,227	
Anticipated Date of Project Completion	RESIDENTIAL INCENTIVES	Assignee	CAM #	CAM DATE	BASIS	% Done		Advisory Board Recommended Funding	CRA Board Approved Funding	Total \$ Approved / Encumbered for Payment to Date	Total \$ Paid to Date	Appropriated Balance		Actual (Paid)	FY 18 Remaining Funds	
	Residential Rehabilitation Program (Single-Family homes) CRA091806				Up to \$55,000/\$75,000							-			\$ -	
									\$ -	\$ -	\$ -				\$ -	
	Purchase Assistance Program (Single-Family homes) CRA091807				Up to \$45,000/Affordability need							-			\$ -	
									\$ -	\$ -	\$ -				\$ -	
*** RESIDENTIAL INCENTIVES FUNDING TOTAL:												\$ -	\$ -	\$ -		
NPF CRA INCENTIVE FUNDING TOTAL:												\$ 5,953,727	\$ -	\$ -		

ITEM IV

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified and, experienced Proposers or real estate developers (sometimes referred to as “Developers” or “Proposer”) to construct and sell at market rate single family detached homes residences on a total of twelve CRA owned lots in the River Gardens Plat of the Sweeting Estates residential neighborhood ~~on CRA owned property~~ in the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA), in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP) issued by the City of Fort Lauderdale on behalf of the CRA, to persons who will occupy the residences as their primary and homesteaded residence.

1.2 Submission Deadline

Sealed proposals shall be delivered during the City’s normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Proposers are responsible for making certain that their proposal is received at the location specified by the due date and time. Neither the City of Fort Lauderdale nor CRA is responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City’s normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

1.3 Pre-proposal Conference and Site Visit

There will be a pre-proposal conference scheduled for this Request for Proposal. It is strongly suggested that all Proposers attend the pre-proposal conference.

It will be the sole responsibility of the Proposer to attend the pre-proposal conference to inspect the property available for development of single family homesresidences and all information attached hereto prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 BidSync

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a Proposal by the end date and time for any reason, including issues arising from the use of BidSync.

1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question and answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Proposers please note: Proposals shall be submitted as stated in PART IV – Submittal Requirements. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Proposer has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

RFP General Conditions (Form G-107, Rev. 02/15) are included and made a part of this RFP.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.4 Proposer's Costs

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

2.5 Pricing/Delivery (Not applicable)

2.6 Invoices/Payment (Not applicable)

2.7 Related Expenses/Travel Expenses (Not applicable)

2.8 Payment Method (Not applicable)

2.9 Mistakes

The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the Contract.

2.10 Acceptance of Proposals / Minor Irregularities

2.10.1 The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of

other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

2.10.2 The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.11 Modification of Services (Not applicable)

2.12 No Exclusive Contract

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City or the CRA may, at any time, secure similar or identical services from another vendor at the City's or CRA's sole option.

2.13 Sample Contract Agreement

A formal agreement will be executed pursuant to Section 2.25, however the terms and conditions found in A- the sample of the formal agreement template, ~~which~~ may be required to be executed by the awarded vendor and can be found at our website: <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

2.14 Responsiveness

In order to be considered responsive to the solicitation, the Proposer's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.15 Responsibility

In order to be considered as a responsible Proposer, Proposer shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.16 Minimum Qualifications

Proposers shall be in the business of home building as a licensed contractor or real estate developer and must possess sufficient financial support, equipment and organization to ensure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.16.1 Proposer's firm or principals shall have relevant experience in new construction, marketing and sales of single family [homes/residences](#) in the State of Florida. Project manager assigned to the work must have experience in new construction, marketing and sale of single family [homes/residences](#) in the State of Florida and have served as project manager on similar projects.

2.16.2 Before awarding a contract, the City or CRA reserves the right to require that a Proposer submit such evidence of qualifications as the City or CRA may deem

necessary. Further, the City or CRA may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

2.16.3 Proposer's firm or principals shall have no record of judgments, pending lawsuits against the City or CRA or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission or the CRA Board of Commissioners.

2.16.4 Neither Proposer's firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City or CRA, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City or CRA.

2.17 Lobbying Activities

ALL PROPOSERS PLEASE NOTE: Any Proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.18 Local Business Preference

2.18.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement of this RFP, as applicable to the local business preference class claimed at the time of Proposal submittal:

2.18.2 Upon formal request of the City, based on the application of a Local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.18.3 Failure to comply at time of Proposal submittal shall result in the Proposer being found ineligible for the local business preference.

2.18.4 The complete local business preference ordinance may be found on the City's web site at the following link: <http://fortlauderdale.gov/home/showdocument?id=6422>

2.18.5 Definitions

The term "Business" shall mean a person, Proposer, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime Proposer for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime Proposer for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

2.19 Protest Procedure

2.19.1 Any Proposer or Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the director of procurement services division (director), by delivering a letter of protest to the director within five (5) days after a notice of intent to award is posted on the city's web site at the following link:
<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>.

2.19.2 The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

2.20 Public Entity Crimes

Proposer, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

2.21 Subcontractors (Not applicable)

2.22 Proposal Security (Not applicable)

2.23 Payment and Performance Bond The Proposer shall furnish a statutory payment and performance bond conforming to Chapter 713 and Section 255.05, Florida Statutes, as applicable, written by a surety acceptable to the City and CRA and project lender in an

amount at least equal to the cost of site work and vertical construction, to be performed by the Developer, guaranteeing the project lender, the City and the CRA, the completion of site work and vertical construction of the Project, as well as full payment of all suppliers, material men, all laborers and subcontractors employed to provide services to complete the project. As an alternative to the Payment and Performance Bond, the Developer may with the consent of the City and CRA, obtain and furnish an irrevocable letter of credit.

2.24 Insurance Requirements

2.24.1 The Proposer shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City and CRA is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City and CRA as "additional insured" will be at the Proposer's expense.

2.24.2 The City of Fort Lauderdale and CRA shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Proposer to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

2.24.3 The Proposer's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the Proposer that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any Proposer performing work on behalf of the City of Fort Lauderdale and CRA must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Proposers and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000. This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the Proposer under the indemnity provision of the contract.

- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Proposers

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Builders Risk

2.24.4 A copy of **ANY** current Certificate of Insurance should be included with your proposal.

2.24.5 In the event that you are the successful Proposer, you will be required to provide a certificate naming the City and Fort Lauderdale Community Redevelopment Agency as an “additional insured” for General Liability. Certificate holder should be addressed as follows:

City of Fort Lauderdale Procurement Services Division 100 N. Andrews Avenue, Room 619 Fort Lauderdale, FL 33301	Fort Lauderdale Community Redevelopment Agency 914 NW 6 th Street, Suite 200 Fort Lauderdale, FL 33311
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2.25 Award of Contract

A Contract (the “Agreement”) may be awarded by the Board of Commissions of the Fort Lauderdale Community Redevelopment Agency (CRA). The CRA intends to enter into a Development Agreement with the top ranked Developer and to carry those negotiations to a successful conclusion in a timely manner. Benchmarks [DS1] will be negotiated with a top ranked Developer. If, however, during the negotiation process: 1) a top ranked Developer withdraws from negotiations; 2) a determination is made by the CRA Executive Director, or designee, of the CRA that the top ranked Developer is unable to carry out negotiations in a timely manner; or 3) a determination is made by the CRA that negotiations with the top ranked Developer are at an impasse, then the CRA Executive Director, or designee of the CRA may turn to the next ranked Developer(s) to negotiate a Development Agreement. The CRA reserves the right to shorten the time period for negotiations with the Developer, and at the sole discretion of the CRA to execute or not execute, as applicable, a contract with the Developer that is determined to be in the CRAs best interests. The CRA reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the CRA.

2.26 Unauthorized Work

The Successful Developer shall not begin work until a development agreement has been awarded by the CRA.

2.27 Damage to Public or Private Property

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Developer and shall be repaired and/or replaced at no additional cost to the City or CRA.

2.28 Safety

The Developer shall adhere to the Florida Department of Transportation’s Uniform manual on

Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Developer to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.29 Uncontrollable Circumstances ("Force Majeure")

The CRA and Developer will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.29.1 The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.29.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.29.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.29.4 The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the CRA may excuse performance for a longer term. Economic hardship of the Developer will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.30 Canadian Companies

The CRA may enforce in the United States of America or in Canada or in both countries a judgment entered against the Developer. The Developer waives any and all defenses to the CRA's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.31 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City and CRA approval.

2.32 Manufacturer/Brand/Model Specific Request (Not applicable)

2.33 Contract Period

The contract term shall commence upon date of award by the CRA or upon full execution of a development agreement, whichever is later, and shall expire as provided in the development agreement. The CRA reserves the right to extend the contract providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CRA.

2.34 Cost Adjustments (Not applicable)

2.35 Service Test Period (Not applicable)

2.36 Contract Coordinator

The CRA may designate a Contract Administrator whose principal duties shall be Liaison to the Developer.

2.37 Proposer Performance Reviews and Ratings (Not applicable)

The City Contract Coordinator may develop a Developer performance evaluation report. This report shall be used to periodically review and rate the Developer's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contact.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Developer shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Developer performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.38 Substitution of Personnel (Not applicable)

2.39 Insurance for Collection of Credit Card Payments (Not applicable)

2.40 Ownership of Work

The CRA and City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Developer above the agreed hourly rates and related costs.

2.41 Condition of Trade-In Equipment (Not applicable)

2.42 Conditions of Trade-In Shipment and Purchase Payment (Not applicable)

2.43 Verification of Employment Status (Not applicable)

2.44 Service Organization Controls (Not applicable)

2.45 Warranties of Usage (Not applicable)

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Purpose:

The purpose of this solicitation is to further the implementation of the Community Redevelopment Plan for the Northwest Progresso Flagler Heights Community - Redevelopment Area (NPF CRA) by providing for the conveyance of certain lots owned by the Fort Lauderdale Community Redevelopment Agency (CRA) to the selected Developer for the ~~development and~~ construction and sale of detached single family homes/residences for sale to Eligible pPersons who will occupy the residence as their primary and homesteaded residence; to remove conditions of slum and blight; increase the tax base; enhance the quality of life; improve the aesthetics and useful enjoyment of the redevelopment area; and promote the health safety, morals and welfare of the residents of the NPF CRA and the City. The project shall be consistent with the Vision Statement found in Sectoin 5.I. of Sweeting Estates Area in the NPF CRA Community Redevelopment Plan entitled "Sweeting Estates Residential Redevelopment".

The CRA is a distinct legal entity created for the purpose of eliminating slum and blighted conditions within prescribed geographic boundaries and the NPF CRA is a distinct area created pursuant to Chapter 163, Part II Florida Statutes. The Board of Commissioners of the CRA is the City Commission of the City of Fort Lauderdale. The NPF CRA was created in 1995 pursuant to Chapter 163, Part II, Florida Statutes. The CRA is empowered through the Community Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions including the purchase and disposition of property and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities. The activities are conducted in accordance with the Community Redevelopment Plan ~~(as amended)~~ for the NPF CRA approved by Resolution 95-170 of the City Commission on November 7, 1995, as amended by Resolution 16-52 of the City Commission on March 15, 2016 (Attachment 18).

3.2 Objective:

The CRA is soliciting proposals from qualified Developers to participate in the construction of nine to eleven market rate single family detached homes/residences on a total of twelve lots in the Sweeting Estates-River Gardens neighborhood for sale to Eligible pPersons; who will occupy the home as their primary residence. The Developer is responsible for implementation of the entire project from planning and development approvals, marketing, qualifying and securing homebuyers, contracting with a homebuyer for construction of a home, permitting and construction of homes/residences, arranging and securing all financing for the project and completing the entire project within 20 months. The CRA will provide marketable title for the twelve lots. The CRA will also ~~and~~ offer to e-Eligible pPersons Target Clients under the CRA Purchase Assistance Program (PAP) up to \$45,000 for down payment and closing cost. Eligible Person Under the PAP, Eligible Persons are homeare end-buyers with household incomes up to 160% area median income and are approved by the CRA for participation in the program.

The CRA owned lots will be conveyed to the Developer for construction of homes/residences on speculation or as model homes. The CRA will require protective covenants and restrictions in order that the homes/residences remain single family and owner occupied and to protect and preserve the integrity, environmental quality, and amenities of the development. The CRA owned lots will be conveyed in "As Is" condition, subject only to the terms and conditions for conveyance contained in the development agreement.

The information contained herein is intended to be a general guide for the Developer. The Developer is to use his/her expertise in generating a proposal that is most suitable to this River Garden infill development project. Upon selection, the Developer and the CRA will enter

into an agreement with specified development terms and conditions.

3.3 Project Site:

The Project Site is located between NW 22 Avenue and the Florida East Coast Railroad tracks, just north of NW 4th Street. The project site is comprised of nine contiguous platted lots, and one platted lot north of the contiguous lots; and two contiguous platted lots east and

north of the nine contiguous lots; all lots located within the same two block area: Eight lots approximately 50 feet wide by 150 feet deep, one lot approximately 40 feet wide by 150 feet deep, and three lots approximately 50 feet wide by 170 feet deep. The CRA owns all lots within the Project Site. The Project site will be conveyed to the selected Developer as vacant lots in "As Is" condition . The Project site is legally described as follows:

PARCEL 1

Lots ~~49 through 17~~ of Block ~~13~~ of RIVER GARDENS, according to the Plat thereof, as recorded in Plat Book 19, Page 23 of the Public Records of Broward County, Florida

PARCEL 2

Lot ~~54~~ of Block ~~13~~ of RIVER GARDENS, according to the Plat thereof, as recorded in Plat Book 19, Page 23 of the Public Records of Broward County, Florida

PARCEL 3

Lot 4 ~~and Lot 5 of~~ Block ~~31~~ RIVER GARDENS, according to the Plat thereof, as recorded in Plat Book 19, Page 23 of the Public Records of Broward County, Florida

PARCEL 4

Lots 9, 10, 11, 12, 13, 14, 15, 16 and 17, Block 3, RIVER GARDENS, according to the Plat thereof, as recorded in Plat Book 19, Page 23, of the Public Records of Broward County, Florida.

LOCATION MAP

Summary of Market Value Conclusions

Parcel	Address	Property I.D.	Sq.Ft.	Market Value
1	536 NW 21 Terrace	5042-05-07-0021	7,499	\$32,000
2	530 NW 21 Terrace	5042-05-07-0030	7,499	\$32,000
3	431 NW 21 Terrace	5042-05-07-0430	8,499	\$36,000
4	411 NW 21 Terrace	5042-05-07-0480	8,499	
		5042-05-07-0490	7,587	
		5042-05-07-0500	7,544	
		5042-05-07-0510	7,500	
		5042-05-07-0515	5,968	
		5042-05-07-0520	7,421	
		5042-05-07-0530	7,378	
		5042-05-07-0540	6,745	
		<u>5042-05-07-0550</u>	<u>8,499</u>	
		Total	67,141	\$600,000
			(1.54 Acres)	

Please refer to surveys by Exacta Commercial Surveyors, Inc. for square footage of parcels, attached as **Attachments 1, 2, 3 and 4.**

Copies of the appraisal report are attached as **Attachments 5.**

The Property was purchased by the CRA between 2003 and 2004 as improved property at a total cost of \$ 2,450,859, including the purchase price, closing cost, environmental and demolition related charges for each parcel are as follows:

Parcel 1 and 2:	\$415,000 as part of a larger parcel purchase of approx. 28,950 square feet.
Parcel 3:	\$ 131,309
Parcel 4	\$ 1,904,550

When purchased by the CRA, the use of Parcel 1 and 2 was mixed use consisting of retail, warehouse and single family use. The use of Parcel 3 was a duplex and the use of Parcel 4 was a one story 118 bed nursing home facility called Henry's Retirement Center. All sites have since been cleared of surface structures.

Warranty Deeds and existing Title Policies for the sites are attached as **Attachments 6 (Parcel 1 and 2) 7 (Parcel 3) , and 8 (Parcel 4)** Environmental Assessments performed at time of purchase are attached as **Attachments 9 (Phase I Environmental Assessment – Parcel 1 & 2), 10 (Phase II Environmental Assessment – Parcel 1 & 2), 11 (Tank Closure Report – Parcel 1 & 2), 12 (Phase I Environmental Assessment – Parcel 3), 13 (Phase I Environmental Assessment – Parcel 4), 14 (Phase II Environmental Assessment – Parcel 4) and 15 (Tank Closure Report – Parcel 4).**

3.5 Home Construction:

The construction of these [homes/residences](#) is a “Turn Key” operation. The selected Developer will be required to submit for a building permit within 90 days following execution of a Development Agreement with the CRA, and close on project financing within 180 days of execution of the Development Agreement, with commence construction within 60 days thereafter and Final Certificates of Occupancy for all [homes/residences](#) issued within one year of commencement of construction. The Developer is responsible for completion of every item necessary for a homebuyer to move into their home, including coordination of connection of all utilities to the home. The Developer will be responsible for marketing these [homes/residences](#) and contracting with a homebuyers for purchase of these [homes/residences](#).

3.6 Required Amenities, Design and Development Plan

The following amenities are required in every home:

- 3.6.1 CBS Construction
- 3.6.2 Builders Warranty
- 3.6.3 Minimum two ~~and one-half~~ (2 ¹/₂) full baths
- 3.6.4 High Efficient Central A/C system
- 3.6.5 Double Kitchen Sink
- 3.6.7 Sod/automated in-ground sprinkler system
- 3.6.8 Better than minimum required landscaping, number of trees, tree size and exterior planting
- 3.6.9 Interior to be a knockdown finish with satin enamel or semi-gloss paint
- 3.6.10 Minimum two-car garage
- 3.6.11 High Efficient Impact windows and doors
- 3.6.12 R-30 Insulation or better
- 3.6.13 Mini-blinds or better
- 3.6.14 Stamped, solid concrete driveway or decorative pavers
- 3.6.15 Flat tile, better or equivalent roof (no asphalt shingles)
- 3.6.16 Ceramic tile or better (entryway, kitchen, and baths) and carpet
- 3.6.17 All appliances including washer and dryer or better than minimum standard
- 3.6.18 Energy efficiency features
- 3.6.19 Other available upgrades/options

3.6.20 All home and site designs shall ~~be compatible with~~ creating an improved residential community and enhance the existing neighborhood. The Project Site is currently zoned RMs- 15 which permits single family development. All home designs shall use an architectural style that has local significance and are compatible with the best market rate homes/residences of comparable size and amenities in the surrounding area. ~~and contain~~ historical precedence. The Developer shall use creativity in developing an overall plan for the project subject to requirements of the City’s

Uniform Land Development Regulations (ULDR). Developer shall provide more than one model option and a detailed list of all standard amenities.

3.6.21 The Developer is responsible for insuring compliance with the City and other applicable codes prior to construction. It is recommended that prior to submittal of the proposed project, the applicant visit the site and the City Planning and Design office and either meet with Planning staff for a preliminary review or file an application for a Pre-DRC review to determine the projects compliance with City's code requirements. The Developer is responsible for cost of the application and all related cost. The CRA as owner of the property will sign off on the application, as applicable to allow for such review. By doing so, it is not an endorsement of the proposed project or does not confer any rights to the Developer to the property.

3.6.22 This Project Site was previously approved and under contract for a single family project in 2006. The impact of Hurricane Wilma in 2005 and the decline of the real estate single family housing market in 2008 resulted in this project not moving forward. A copy of the Final DRC Site Plan of March 29, 2006 is attached as **Attachment 16**. It is provided for informational purposes only and not as an endorsement of the proposed plan.

3.7 Housing Buyer Preference:

There is a homebuyer preference for the following occupational categories:

3.7.1 Police officers

3.7.2 Fire Fighters

3.7.3 Teachers

3.7.4 Professional

3.7.5 Retirees

3.7.6 Medical Employees

3.7.7 Buyers are not limited to these preferences. However Developers are asked to target these buyers.

3.8 CRA Purchase Assistance Program:

As approved in the CRA Incentive Plan for the Purchase Assistance Program (PAP) approved by the CRA Board on June 6, 2016, below is a description of a target client, limits of benefits and terms/obligations for individuals and families that will this program:

3.8.1 Target Client: Eligible individuals and/or families that are purchasing a property they will occupy as their primary and homesteaded residence.

3.8.2 Basis/Limits of Benefits: PAP will provide down payment and closing cost assistance to the Eligible Person. Assistance to the Eligible Person from the CRA cannot exceed \$45,000 and is based on affordability needs.

3.8.3 Terms and Obligations: The program reward will require an application and review process. The PAP award will have ongoing obligations, which include, but are not limited to a forgivable loan secured by a promissory note and mortgage lien on the property and restrictive covenants. The property must be owner occupied and the maximum household income of

individuals or families assisted in the program cannot exceed 160% of the Area Median Income (AMI)

3.8.4 **Application:** A copy of the program application for the CRA Purchase Assistance Program is attached as **Attachment 17**.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Although proposals are accepted ‘hard copy’, the City of Fort Lauderdale uses BidSync (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Developers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Developer’s inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Developers must provide a response to each requirement of the RFP. Developers should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Developer shall be typewritten or provided as otherwise instructed to in the RFP. Developers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the Proposer. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City and CRA. The Developer’s response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 (“Public Records Law”). The City and CRA shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Developer’s response to the RFP purporting to require confidentiality of any portion of the Developer’s response to the RFP, except to the extent that certain information is in the City’s opinion a Trade Secret pursuant to Florida law, shall be void. If a Developer submits any documents or other information to the City which the Developer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Developer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Developer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Developer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the Developer agrees to defend, indemnify, and hold harmless the city and the city’s officers, employees, and agent, against any loss or damages

incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City and CRA.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT. CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-828-5002, PRRCONTRACT@FORTLAUDERDALE.GOV, CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301)

- 4.1.6** One original and twenty copies plus five electronic (soft) copies (Flash Drive) of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.
- 4.1.7** By submitting a response Developer is conProposering that the Proposer has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the Proposer.

4.2 Contents of the Proposal

The City and CRA deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled Flash Drive in an envelope or paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Developer must submit a written, site specific development proposal with an executive summary that summarizes ~~the~~ key elements of the proposal and how the project is responsive to the NPF CRA Community Redevelopment Plan, Vision Statement of Section 5.I. of the ~~for the Sweeting Estates area in the~~ NPF CRA Community Redevelopment Plan and the RFP. ~~Indicate whether you propose to build the project on spec or whether you have qualified homebuyers interested in purchasing the home.~~

4.2.3 Company Information

Detailed company information including at a minimum the following

- a. Company address, phone number, fax number, E-Mail address, web site, contact person(s), federal tax identification number (if applicable), etc. Description of the principal; business and activities of the firm. Include the number of years the firm has been in operation and any other names under which it operated. Whether the company qualifies as a local, minority or woman owned business (if applicable).

Minority/Women (M/WBE) Participation

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

- b. Background, experience and qualification of key staff and principals.
- c. Names and addresses of consultants that you plan to use for the project
- d. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; provide a copy of the firm's certificate of incorporation (if applicable)
- e. Proof that the Proposer is licensed in the State of Florida and Broward County. Relative size of the Proposer, including management, technical and support staff; licenses and any other pertinent information shall be submitted. Whether the Proposer is a local, minority or woman owned business (if applicable);
- f. Proposed initiatives to provide employment opportunities to local residents (if applicable)
- g. References from vendors and/or companies doing business with your firm. Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:
 - Client Name, address, contact person telephone and E-mail addresses.
 - Description of work.
 - Year the project was completed.
 - Total cost of the project, estimated and actual.

Note: Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

- h. Detailed company experience including a list of and description of similar projects, successfully completed. Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope successfully completed including information on your firm's ability to meet time and budget requirements.
- i. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Provide examples of

projects completed demonstrating same.

4.2.4 Reserved

4.2.5 Financial Information

- a. Demonstrated proof of financial capacity indicating the financial position of the Developer for the past three years including annual income statements prepared by an independent, licensed CPA, or for a newly formed entity, current income statements prepared by an independent CPA for all principals covering the past three years. Additional information may include financial references, including the name of the bank, financial institution or individual used as a reference and their names and phone number.
- b. A comprehensive financial pro-forma for the proposed project including detailed development cost and a source and use statement identifying all hard and soft costs, cost of construction, projected income, debt service, square foot costs and developers profit. Indicate the amount proposed to be paid for the land in the pro-forma. Describe the ability to finance the project, funding sources, the amount of finance to be requested, application and deadlines. Provide a proposed Financing plan describing all proposed sources of financing, probable conditions, equity injections, financial capacity of the Developer including proof of adequate line-of-credit or access to funds for construction of multiple units during the same time period, funding commitments-, type of security for completion of development, guarantees and bonding capacity.
- c. An indication of the financial involvement of the CRA, if any. (ie. Incentives requested/ CRA Purchase Assistance to qualified homebuyers, expedited permitting-, impact fee waivers, public subsidies, etc)

Note: The only CRA program approved for use is the Purchase Assistance Program (PAP) for Eligible Person.

4.2.6 Project Plans and Information

- a. A site specific, Schematic Development Site Plan as per RMs-15 zoning code, or determination of what regulatory approval may be required to construct the [homes/residences](#).
- b. Landscape plan and a summary of how the landscape plan exceeds minimum requirements
- c. Floor plan for a one or two-story, three bedroom/two bath single family home with a minimum air conditioned square footage of 1,6500 SF [ds2] that will comply with the zoning regulations and include a covered porch and garage recessed from the front elevation.
- d. Floor plan for a one or two-story, four bedroom/two bath single family home with a minimum air conditioned square footage of 1,700 SF that will comply with the zoning regulations and include a covered porch and garage recessed from the front elevation
- e. Two (2) front elevations per floor plan
- f. Front, side and rear elevations for each floor plan
- g. List of amenities/standard material features with prices for each standard model
- h. List of optional materials and features with itemized price list.
- i. Detailed list of all sustainable and energy efficiency features and whether the [homes/residences](#) will qualify for Leadership in Energy and Environmental Design (LEED) Certification by USGBC.
- j. Proof of Builders Home Warranty
- k. Proposed ownership and/or management structure of the proposed project.

- l. Narrative Marketing Plan providing a detailed description on how the Developer intends to market the [homes/residences](#).
- m. A projected Timetable for Development indicating the major milestones and activities that will take place through project completion. It is the desire of the CRA to have the project completed without delays and in a timely manner.
- n. Graphic perspective/views that realistically depict the project at street level.

4.2.7 Homebuyer Information

- a. Letters of intent or Contracts to Purchase from prospective home buyers (If Applicable)
- b. Housing Buyer occupational categories to be targeted by the Developer.
- c. State whether you propose to use the CRA Purchase Assistance Program.

4.2.8 Minority/Women (M/WBE) Participation

If your Proposer is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your Proposer is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting MBE/WBE procurement goals under Florida Statutes 287.09451.

4.2.9 Subcontractors (Not applicable)

4.2.10 Required Forms

A. Proposal Certification

Complete and attach the Proposal Certification provided herein.

B. Purchase Offer Proposal

Provide the proposed purchase offer for the Property and terms of purchase (if applicable)

C. Non-Collusion Statement

This form is to be completed, if applicable, and inserted in this section.

D. Local Business Preference (LBP)

This form is to be completed, if applicable, and inserted in this section

E. Non Discrimination Certification Form

This form must be completed and inserted in this section.

F. Sample Insurance Certificate

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

4.2.11 All proposal submissions and material become the property of the City and CRA public record and shall not be returned.

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.2 Intent

It is the intent of the CRA to select a Developer who submits a development proposal that:

- Is in the best interest and in furtherance of the purposes—of the Community Redevelopment Plan and Vision Statement for the Sweeting Estates area in the Redevelopment Plan for the area
- Is most responsive to ~~the redevelopment goals of the project area and~~ the RFP.
- Demonstrates the financial capacity and development experience, qualifications and ability best suited to carry out the proposal.
- Demonstrates high quality design, construction and features.
- Only development proposals that are non-tax exempt will be considered. The proposals will be reviewed by CRA staff for completeness. CRA staff has the right to reject any and all proposal and has the right to determine if material/information submitted is acceptable or if information not submitted allows the proposal to be deemed sufficient. Proposals that do not include all the information and materials requested may be deemed non-responsive.

5.3 Evaluation Procedure

~~5.3~~

• 5.2.1 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at:

<http://www.fortlauderdale.gov/departments/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

- ~~5.2.2~~ Evaluation of proposals will be conducted by an Evaluation Committee, consisting of ~~a minimum of three~~ members of Northwest Progresso Flagler Heights (NPF) CRA Advisory Board City Staff, and/or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. ~~The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.~~

- 5.2.3 The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. Proposals shall be evaluated based upon the information and references contained in the responses as submitted. The Evaluation Committee shall then re-score and re-rank the short listed Proposers in accordance with the weighted criteria.

- ~~The Committee may short list Proposals, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed Proposers in accordance with the weighted~~

~~criteria~~

- 5.2.4 The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.
- 5.2.5 ~~The CRA Executive Director will bring the recommendations of the Evaluation Committee. The final ranking and the Evaluation Committee's recommendation may then be reported to the NPF-CRA _Redevelopment Advisory Board. The NPF-CRA Redevelopment Advisory Board will have the right to request oral presentations from Developers and to pass on the recommendation of the Evaluation Committee, and/or approve, disapprove or re-rank the recommendations provided by the Evaluation Committee. The CRA Executive Director will bring the recommendations to the CRA~~

Board of Commissioners (CRA Board) for consideration of contract award.

The Developer of the top ranked proposal so selected by the CRA Board will have the right to negotiate directly with the Executive Director of the CRA or his designee for the purpose of entering into a Development Agreement with the CRA. The CRA reserves the right to terminate negotiations and then negotiate with the next ranked Developer if satisfactory progress toward an agreement is not being achieved. The selected Developer will be required to enter into a development agreement with the CRA that may include, but not be limited to restrictions on use and structures, conditions for conveyance of property by the CRA, insurance, indemnification, guarantees for completion of project and other conditions that are in the best interest of the public and the CRA. The CRA Board also reserves the right to reject all proposals.

5.3 Evaluation Criteria

5.3.1 The CRA uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total the points for each proposer. The lowest average final ranking score will determine the recommendation by the evaluation committee to the CRA Executive Director.

5.3.2 Weighted Criteria

In the Best Interest of the CRA Plan <u>In the Best Interest and Furtherance of the CRA Redevelopment Plan, Vision Statement in the Redevelopment Plan for the Sweeting Estates area and most responsive to the RFP.</u>	25%
High Quality Design, Construction and Features.	25%
Development Experience, Financial Capacity and Ability Best Suited to Carry Out the Proposal	25%
Homebuyers Preference	5%
Energy Efficiency/Sustainable Features/LEED Certification	10%
Purchase Offer for Property	10%
TOTAL PERCENT AVAILABLE:	100%

5.4 Contract Award

The CRA reserves the right to award a contract to that Developer who will best serve the interest of the City and CRA. The City and CRA reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City and CRA also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI - PURCHASE PROPOSAL PAGE

Developer Name: _____

Developer agrees to purchase the property at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

The Developer acknowledges and understands that Section 163.380(2) Florida Statutes of the Community Redevelopment Act requires that the CRA shall not sell, lease or otherwise transfer it's real property or interest at less than fair value. The Developer shall provide the CRA with all pertinent data, analysis or method deemed necessary and appropriate by the CRA in determining the fair value of the property to be sold to the Developer.

- | | |
|-----------------------------------|-----------------|
| 1. Parcel 1 Purchase Offer | \$ _____ |
| 2. Parcel 2 Purchase Offer | \$ _____ |
| 3. Parcel 3 Purchase Offer | \$ _____ |
| 4. Parcel 4 Purchase Offer | \$ _____ |

Submitted by:

Name (printed)

Signature

Date

Title