

**TRI-PARTY AGREEMENT FOR  
CENTRAL CITY REZONING CONSULTANT**

**THIS AGREEMENT**, made this 2nd day of November 2017, is by and between the **Fort Lauderdale Community Redevelopment Agency**, a community redevelopment agency created pursuant to Part III, Chapter 163, **Florida Statutes**, ("CRA"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301, and **The Mellgren Planning Group Inc.**, a **Florida corporation**, ("Contractor" or "Company"), whose address and phone number are **3350 NW 53<sup>rd</sup> Street, Suite 101, Fort Lauderdale, Florida 33309, Phone: 954-475-3070; Email: Michele@floridaplanning.net.**

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the CRA and the Contractor covenant and agree as follows:

**WITNESSETH:**

**I. DOCUMENTS**

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) **Request for Proposals No. 575-11935, Central City Rezoning Consultant**, including any and all addenda, prepared by the CRA, ("**RFP**" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated **June 7, 2017** ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the CRA Manager (or designee)
- B. Second, this Agreement (Form P-0001) dated November 2, 2017 and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

**II. SCOPE**

The Contractor shall perform the Work under the general direction of the CRA as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the CRA's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

### **III. FISCAL YEAR**

In the event the term of this Agreement extends beyond the end of any fiscal year of CRA, to wit, September 30th, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

### **IV. COMPENSATION**

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon CRA's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

### **V. METHOD OF BILLING AND PAYMENT**

Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

CRA shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the CRA's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, CRA may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CRA's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CRA.

### **VI. GENERAL CONDITIONS**

#### **A. Indemnification**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the CRA's approval, and indemnify and hold harmless the CRA and the CRA's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this

Agreement. To the extent considered necessary by the CRA Manager, any sums due Contractor under this Agreement may be retained by CRA until all of CRA's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CRA.

**B. Intellectual Property**

Contractor shall protect and defend at Contractor's expense, counsel being subject to the CRA's approval, and indemnify and hold harmless the CRA from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the CRA's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

**C. Termination for Cause**

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The CRA Manager may also terminate this Agreement upon such notice as the CRA Manager deems appropriate under the circumstances in the event the CRA Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CRA erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the CRA's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

**D. Termination for Convenience**

The CRA reserves the right, in its best interest as determined by the CRA, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the CRA's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from CRA, the receipt and adequacy of which are hereby acknowledged by Contractor, for CRA's right to terminate this Agreement for convenience.

**E. Cancellation for Unappropriated Funds**

The CRA reserves the right, in its best interest as determined by the CRA, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the CRA for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

**F. Insurance**

The Contractor 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 commercial general liability insurance policy shall name the CRA , a community redevelopment agency, as an “additional insured.” This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the CRA as “additional insured” shall be at the Contractor’s expense.

The CRA shall be given notice 10 days prior to cancellation or modification of any required 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 Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor’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 CRA’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

**Workers’ Compensation and Employers’ Liability Insurance**

Limits: Workers’ Compensation – Per Chapter 440, Florida Statutes  
Employers’ Liability - \$500,000

Any firm performing work for or on behalf of the CRA must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed, by the CRA’s Risk Manager, if they are in accordance with Florida Statutes. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors 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 contractor under the indemnity provision of the contract.

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

**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

**Professional Liability (Errors & Omissions)**

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

**G. Environmental, Health and Safety**

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

**H. Standard of Care**

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

**I. Rights in Documents and Work**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CRA; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and

documents prepared by Contractor, whether finished or unfinished, shall become the property of CRA and shall be delivered by Contractor to the CRA's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the CRA as provided herein.

**J. Audit Right and Retention of Records**

CRA shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to CRA in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by CRA in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by CRA to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CRA's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

**K. Public Entity Crime Act**

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CRA, may not submit a bid on a contract with CRA for the construction or repair of a public building or public work, may not submit bids on leases of real property to CRA, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CRA, and may not transact any business with CRA in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36

months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CRA pursuant to this Agreement, and may result in debarment from CRA's competitive procurement activities.

**L. Independent Contractor**

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of CRA. No partnership, joint venture, or other joint relationship is created hereby. CRA does not extend to Contractor or Contractor's agents any authority of any kind to bind CRA in any respect whatsoever.

**M. Inspection and Non-Waiver**

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

The failure of the CRA to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the CRA's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

**N. Assignment and Performance**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. CRA may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without CRA's written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of CRA shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to CRA's approval or disapproval, and indemnify and hold CRA and CRA's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for CRA by any of such subcontractors, and from and against any claim,

lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to CRA's prior written approval, which approval CRA may revoke at any time.

**O. Conflicts**

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against CRA in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of CRA in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

**P. Schedule and Delays**

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the CRA directs.

**Q. Materiality and Waiver of Breach**

CRA and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CRA's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

**R. Compliance With Laws**

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.



#### **S. Severance**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

#### **T. Limitation of Liability**

The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on the CRA's liability for any cause of action for money damages due to an alleged breach by the CRA of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the CRA for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the CRA to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the CRA shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the CRA to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CRA's liability as set forth in Section 768.28, Florida Statutes.

#### **U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the CRA may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor 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.

#### **V. Amendments**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CRA Chairman and CRA Executive Director, attested by the Secretary and the form of any such instrument shall be previously approved by the General Counsel or the General Counsel's designee provided; however, that where by Motion or Resolution of the Board of Commissioners, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. In the absence of the Chair, such instruments may be executed by the Vice-Chair.

**W. Prior Agreements**

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**X. Payable Interest**

Except as required and provided for by the Florida Local Government Prompt Payment Act, CRA shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

**Y. Representation of Authority**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**Z. Uncontrollable Circumstances ("Force Majeure")**

The CRA and Contractor 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:

A. 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;

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

C. 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

D. 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 Contractor 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.

**AA. Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the “Cuba Amendment,” the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The CRA may terminate this Agreement at the CRA’s option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

**BB. Public Records**

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service.
2. Upon request from the CRA’s custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the CRA.

4. Upon completion of the Contract, transfer, at no cost, to the CRA all public records in possession of the Contractor or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]  
[Signature Pages Follow]**

IN WITNESS WHEREOF, the CRA and the Contractor execute this Contract as follows:

ATTEST: [Signature]  
CRA Secretary

**FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY**

By: [Signature]  
John P. "Jack" Seiler, Chairman

By: [Signature]  
Lee R. Feldman, Executive Director

Approved as to form:  
Cynthia A. Everett, General Counsel

[Signature]  
Assistant General Counsel  
Gustavo Ceballos

WITNESSES:

[Signature]  
Signature  
Kaitlyn Forbes  
Print Name

[Signature]  
Signature  
Althea Jefferson  
Print Name

**THE MELLGREN PLANNING GROUP INC.**

By: [Signature]  
Michele C. Mellgren, President

(CORPORATE SEAL)

STATE OF Florida :  
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of October, 2017, by **Michele C. Mellgren as president for The Mellgren Planning Group Inc., a Florida corporation.**

(SEAL)



[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)

Jennifer Kiar  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

## **Solicitation 575-11935**

### **Central City Rezoning Consultant**

#### **Bid Designation: Public**



## **City of Fort Lauderdale**

## Bid 575-11935 Central City Rezoning Consultant

Bid Number 575-11935  
Bid Title Central City Rezoning Consultant

Bid Start Date May 10, 2017 10:37:25 AM EDT  
Bid End Date Jun 14, 2017 2:00:00 PM EDT  
Question & Answer End Date May 30, 2017 5:00:00 PM EDT

Bid Contact Adam Makarevich  
Procurement Specialist II  
Procurement  
954-828-5073  
amakarevich@fortlauderdale.gov

Bid Contact AnnDebra Diaz  
Procurement Specialist II  
Procurement  
954-828-5949  
adiaz@fortlauderdale.gov

Pre-Bid Conference May 24, 2017 2:00:00 PM EDT  
**Attendance is optional**  
**Location: Community Redevelopment Agency**  
**914 Sistrunk Boulevard (SW corner of 9th Ave & Sistrunk-6th St)**  
**Suite 200**  
**Fort Lauderdale FL 33111**

### Description

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified experienced and licensed firms, hereinafter referred to as the Contractor, to provide consultant services to develop a new Mixed-Use Zoning Classification(s) for the Central City Community Redevelopment Area, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).  
For further information, go to [www.bidsync.com](http://www.bidsync.com)

## SECTION I – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) and the Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified experienced and licensed firms, hereinafter referred to as the Contractor, to provide consultant services to develop a new Mixed-Use Zoning Classification(s) for the Central City Community Redevelopment Area, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 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. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not 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 non mandatory pre-proposal conference scheduled for this Request for Proposal.

It is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractors attend the pre-proposal meeting.

### 1.4 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://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](mailto:adiaz@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://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). Contractors 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 Contractor 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

Contractor must quote a firm, fixed price for all services stated in the RFP. All costs including travel shall be included in your proposal. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

Prices proposed shall be valid for at least One-Hundred and Twenty (120) days from time of RFP opening unless otherwise extended and agreed upon by the City and proposer.

### 2.6 Invoices/Payment

A payment schedule based upon agreed upon deliverables may be developed with the awarded vendor.

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

### 2.7 Related Expenses/Travel Expenses

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

## **2.8 Payment Method**

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

## **2.9 Mistakes**

The consultant shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the consultant 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 consultant 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**

**2.11.1** While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Successful Proposer agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Proposer.

**2.11.2** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.11.3** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to

procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.11.4** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

**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 may, at any time, secure similar or identical services from another vendor at the City's sole option.

**2.13 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website

[http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT\\_TEMPLATE\\_SERVICES.pdf](http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

**2.14 Responsiveness**

In order to be considered responsive to the solicitation, the firm'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 firm, firm 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 professional planning services 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 or principals shall have relevant experience in developing mixed-use zoning classifications and land use changes. Project manager assigned to the work must have experience in developing mixed-use zoning classifications and land use changes and have served as project manager on similar projects.

**2.16.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of qualifications as the City may deem necessary. Further, the City 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** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

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

## **2.17 Lobbying Activities**

Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

## **2.18 Local Business Preference**

**2.18.1** Section 2-199.2, 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, firm, 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 contractor 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 contractor 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**

Contractor, 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**

**2.21.1** If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

**2.21.2** Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's

subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

- 2.21.3** Contractor shall require all of its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

## **2.22 Insurance Requirements**

- 2.22.1** The Contractor 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 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 as "additional insured" will be at the contractor's expense.

- 2.22.2** The City of Fort Lauderdale 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 Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

- 2.22.3** The Contractor'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 contractor 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 firm performing work on behalf of the City of Fort Lauderdale 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](http://www.fldfs.com).

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors 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 contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **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

### **Professional Liability (Errors & Omissions)**

#### Consultants

Limits:     \$2,000,000 per occurrence

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

**2.22.5** In the event that you are the successful Proposer, you will be required to provide a certificate naming the City 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

### **2.23 Award of Contract**

A Contract (the “Agreement”) may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City’s best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

### **2.24 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract and notice to proceed is issued.

### **2.25 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 Contractor and shall be repaired and/or replaced at no additional cost to the City.

## **2.26 Safety**

The Contractor(s) 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 Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

## **2.27 Uncontrollable Circumstances ("Force Majeure")**

The City and Contractor 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:

**2.27.1** 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;

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

**2.27.3** 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

**2.27.4** 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 City may excuse performance for a longer term. Economic hardship of the Contractor 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.

## **2.28 Canadian Companies**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City'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.

## **2.29 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 approval.

## **2.30 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are

subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

**2.31 Ownership of Work**

The 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 Contractor above the agreed hourly rates and related costs.

*END OF SECTION*

## SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.01 PROJECT BACKGROUND AND GENERAL INFORMATION

#### **About Fort Lauderdale Community Redevelopment Agency (FLCRA) and the Central City Community Redevelopment Area (CRA)**

The FLCRA was created in 1989. The legal authority for the creation of the Agency is the Community Redevelopment Act of 1969, Florida Statutes 163, Part III. The City Commission of the City of Fort Lauderdale is the Board of Commissioners of the Community Redevelopment Agency (CRA) with the Mayor of the City of Fort Lauderdale the Chairman and the City Manager the Executive Director.

The Central City CRA area lies within City Commission Districts 2 and 3. The area comprises approximately 344 acres and is generally bounded by 13<sup>th</sup> and 16 Streets on the North, Sunrise Boulevard on the south, on the west by Powerline Road and I-95, and on the east by the FEC Railway right of way. It is directly north of the Northwest Progresso Flagler Heights Community Redevelopment (NPF CRA) Area which includes the Northwest Regional Activity Center and portions of the Downtown Regional Activity Center. The portion of the Downtown Regional Activity Center adjacent to the Central City CRA area has been experiencing unprecedented new development consisting of midrise and high-rise housing and mixed use development, and will include a new rail station for the Brightline Train service on the FEC Railway between Miami and Orlando, and the Wave Streetcar, a new light rail system.

In 2010, the Fort Lauderdale City Commission passed a resolution finding that the area met the criteria for slum and blight and on January 5, 2012 by Resolution 12-02 the City Commission approved the Community Redevelopment Plan for what is now referred to as the Central City Community Redevelopment Area.

The character and uses within the Central City CRA vary widely. The properties fronting Sunrise Boulevard consists primarily of auto-oriented commercial uses, such as strip shopping centers, fast food sites, gas stations and small businesses. Home Depot is located in the southeast corner of the district, with the Manor Plaza Shopping Center at the Northwest Corner of Sunrise Boulevard and Powerline Road. NE 4<sup>th</sup> Avenue and the eastern portion of NE 13 Street, east of NE 4<sup>th</sup> Avenue is also commercial, but characterized by small scale neighborhood oriented uses. The majority of the property (not fronting the aforementioned roadways) in the interior of the CRA is residential. It consists of mostly low density single-family detached housing, dating from the 1950s and 1960s, although there are concentrations of two-family and some small scale multi-family complexes. The eastern portion near the FEC railway, has a concentration of warehouse and light industrial uses. There are also a number of churches and community facilities throughout. The area has traditional Euclidean Zoning as used throughout most of the City, and the underlying land use is reflective of the zoning.

The Community Redevelopment Plan (refer to Attachment A) for the Central City CRA and prior planning efforts identified redevelopment potential for more intense development along Sunrise Boulevard, with NE 4<sup>th</sup> Avenue and NE 13<sup>th</sup> Street supporting lighter intensity neighborhood-oriented retail establishments as well as mixed-use building types. NE 13<sup>th</sup> Street is proposed to function as a main street and neighborhood center, with some of the greatest redevelopment potential in the area. The Redevelopment Plan also identified opportunities for transit oriented development in this area, with a proposed transit station recommended along the FEC railway corridor at NE 13<sup>th</sup> Street.

The Central City Redevelopment Advisory Board (CCRAB) was established to review the Community Redevelopment Plan and make recommendation to the City Commission/Community Redevelopment Agency Board of Commissioners (CRA Board) to implement the Redevelopment Plan. They met in a joint workshop in November, 2014 with the CRA Board to discuss the Advisory Board's desire to move forward with changes in zoning to the Central City CRA to encourage new mixed-use development. The CRA Board asked the CCRAB to come back with a consensus on the boundaries for the proposed rezoning. At their meeting on January 7, 2015, the CCRAB agreed upon the boundaries of the proposed mixed-use districts, drafted initial concepts and criteria for new mixed-use zoning and sent a Communication to the City Commission recommending their support of the proposed amendments. At the February 17, 2015 City Commission meeting, the Commission asked staff to prepare a summary of the process, timing and resources required to accomplish this rezoning effort. On March 17, 2015, the CRA Board instructed staff to proceed to hire contractual planning staff to carry out this planning project. There is a budget of \$100,000 established for this project. Staff determined that in order to address the broader vision for the Central City CRA area, portions of the underlying land use proposed for mixed use may need to be amended to permit mixed use by right as opposed to trying to accommodate new mixed use zoning classifications for the area using the existing provisions in the City and County land use plan utilizing the flex allocation process. The areas proposed by the CCRAB for mixed-use zoning includes areas where the existing land use includes portions that are commercial and residential and areas zoned for business, median density residential and light industrial uses.

### **3.02 PROJECT DEFINITION AND PURPOSE**

The selected Consultant (Consultant) will work with the City of Fort Lauderdale and Central City CRA staff to examine the area proposed for mixed-use development and determine whether the task can be accomplished through a proposed land use amendment to the Comprehensive Plan, an amendment to the City of Fort Lauderdale Unified Land Development Regulations (ULDR) or both and recommend the most effective and expeditious course of action to achieve mixed use development in the Central City CRA.

The Consultant will prepare all necessary material for the City to process new mixed-use zoning classification(s) for the Central City CRA, and if necessary a land use amendment that supports the goals, principles, policies, actions and conclusions of the Central City Community Redevelopment Plan and the Comprehensive Plan. Local land use plan amendments and rezoning proposals are subject to the review and recommendation by the City of Fort Lauderdale Planning and Zoning Board, and review and approval by the City Commission. Amendments to the Broward County Comprehensive plan require review by the Broward County Planning Council, approval of the County Commission and recertification by the State of Florida.

The Community Redevelopment Plan for the Central City CRA was created with the intent of being an agent for positive change in the area. The Redevelopment Plan set goals to accomplish positive redevelopment opportunities through revitalization of the area and enhancing the general image of the area. The plan envisions a vibrant community with a successful mix of business and residential uses defined with walkable streets and quality buildings through the creation of guidelines that would enhance the pedestrian realm and give clear intent for an active street level and an exceptional public realm experience.

The new mixed-use zoning classification(s) will establish the basis for appropriate uses that will enhance development and redevelopment efforts in the area, as well as require development sites to meet specific design standards, through implementation of design standards intended to promote an active urban area, while allowing flexibility and create design solutions to meet the intent of the ordinance.

The planning process must incorporate extensive consensus building through public outreach designed to elicit community input and achieve buy-in regarding the proposed zoning classification(s), and if necessary any land use amendments.

The FLCRA will be responsible for overseeing the rezoning project, in cooperation with the City of Fort Lauderdale's Department of Sustainable Development.

The Consultant shall become familiar with the various planning documents related to the project and area and will conduct field work to become familiar with land use and zoning patterns.

Based upon the stated goals and the planning process, the Consultant will be responsible for developing and recommending new zoning classification(s) for this study. The City and the CRA's preference is for zoning classification(s) based on a practical and user-friendly form-based code or hybrid ordinance which includes design standards. The criteria and requirements should be easy to understand, incorporating modern best practices, emphasizing high quality building and site design and incentives for redevelopment, establishing a sense of place, encourage walkability, increased opportunities for housing options, promote aesthetics both on private property and in the public realm, and establishes a streamlined review and approval process. The Consultant will have primary responsibility for drafting the text and illustrations of the new zoning classifications and providing a map identifying the proposed locations of the new districts, after receiving appropriate input from the community's citizens, stakeholders, Commissioners and staff.

### **3.03 SERVICES TO BE PROVIDED BY THE CITY**

The City will provide upon request by the Consultant:

- Copies of existing Zoning Map and Unified Land Development Regulations (ULDR), Fort Lauderdale Comprehensive Plan and Broward County Land Use Plan, Central City CRA Community Redevelopment Plan; Minutes of prior Commission meetings related to this project and other applicable plans and documents as available.
- Appointment of a Project Manager and establishment of a Technical Committee to serve as project resources.
- Assistance with obtaining data and scheduling meetings, including coordination and facilitation support of any required public meeting.

### **3.04 SCOPE OF SERVICES**

While the City has identified various recommended tasks to achieve the goals of this project, the Consultant may recommend other procedures or methods to attain these goals. The draft task that will need to be undertaken and deliverables to be provided during the course of the project include, but may not necessarily limited to the following.

**TASK A - Project Orientation/Issue Identification**

Project Orientation: At the outset of the project, the Consultant shall meet with City staff and the Central City Redevelopment Advisory Board for a project orientation meeting in order to provide an understanding of project goals and the project schedule, specific issues, inter-agency interaction, and opportunities and/or problems relating to project. The Consultant shall be responsible for reviewing and understanding the City's ULDR, Comprehensive Plan, Central City Community Redevelopment Plan, other City plans and policies as identified by the City, and all relevant and applicable local, state and federal laws.

The Consultant shall propose its strategy for introducing the project to the general public and others. The strategy shall be designed to foster and develop a common understanding of the project scope.

The Consultant shall be responsible in consultation with the Project Manager for arranging and facilitating a project orientation meeting with City staff and the Central City Redevelopment Advisory Board.

The Consultant shall complete its project orientation strategy. The Consultant in consultation with the City's Project Manager shall be responsible for arranging and facilitating all public meetings and presentations and shall take the lead in all presentations.

Issue Identification: The Consultant shall describe its approach for gathering broad-based input about the existing zoning classification(s). City staff, the Technical Committee, City boards, commissions, and committees, the general public, stakeholders, and others shall be asked for their input concerning current Zoning Ordinance requirements, administration procedures, Zoning Ordinance deficiencies, suggested changes and implementation procedures. The Consultant shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process. The Consultant shall implement its approach for gathering input about the current Zoning Ordinance, map and districts. The Consultant in consultation with the City's Project Manager shall be responsible for facilitating all public meetings, presentations, workshops, etc.

The Consultant shall provide an original copy of a draft and final memorandum that summarizes input the Consultant received about the existing Zoning Ordinance, map and districts during the issue identification process.

The Consultant shall provide an electronic (PDF) file of the draft and final Issue Identification memorandum.

**TASK B – Analyze the Comprehensive Plan, ULDR, Central City Redevelopment Plan and Any Other Planning Documents Pertaining to the Area.**

The Consultant shall complete a technical analysis and evaluation of current Land Use Plan and Zoning Ordinances, Redevelopment Plan for the Central City Community Redevelopment Area, along with any other documents pertaining to the area, and recommended areas to be rezoned for Mixed Use requested by The Central City CRA Redevelopment Advisory Board. This analysis and evaluation shall be made against the backdrop of issues identified in the public participation process, issue identification process, applicable federal, state and local laws, the Consultant's experience with or knowledge of best practices in other communities, and the Consultant's knowledge of innovative zoning and land use practices as may be relevant. The technical analysis and evaluation shall assess the strengths and weaknesses of the existing Land Use Plan and Zoning Ordinance in terms of whether a mixed Use Zoning

Ordinance can be effectively created without changes to the existing land use and whether those areas proposed for mixed use by the Central City Redevelopment Advisory Board have community consensus and should be rezoned.

The Consultant shall also provide a summary of consistencies or inconsistencies between the current Zoning Ordinance and Central City Community Redevelopment Plan. The Consultant shall also gauge the public's perceptions about the strengths and weaknesses of the current Zoning Ordinance, map and districts. The Consultant shall analyze to determine what regulatory changes would help implement the plan.

The Consultant shall provide an original copy of the technical analysis and evaluation report concerning the current Land Use Plan and Zoning Ordinances and above stated issues map and districts discussion of new zoning concepts and approaches.

The Consultant shall provide an electronic (PDF) file of the technical analysis and evaluation report.

The Consultant shall present a technical analysis and evaluation report, to City staff, Central City Redevelopment Advisory Board and Commission.

The Consultant shall present options and recommendations regarding best approach to achieve objectives to City staff, Central City Redevelopment Advisory Board and Commission.

#### **TASK C – Public Involvement Program**

The Consultant shall propose a detailed, broad-based public participation plan that specifies timelines and milestones and clearly indicates how and when the public will be engaged throughout the process. The plan shall include specific methods to achieve meaningful public participation, including input from the area's five neighborhood/civic associations. The CCRAB and the City Commission/CRA Board will need to be engaged in the public participation process and regularly updated on the progress of the project. The CCRAB meets monthly on the first Wednesday of each month at 3:30 in City Conference meeting chambers at City Hall.

The Consultant shall be responsible for producing meeting materials (the City will provide copies of small scale items such as handouts, flyers, etc. designed by the Consultant), visual presentations, or any other resources or materials necessary to engage the public.

The Consultant shall provide technical capabilities to communicate information using graphics. The Consultant in consultation with the CRA's Project Manager (Project Manager) shall be responsible for facilitating all public meetings/presentations.

Following completion by the consultant of a technical analysis and evaluation along with public participation and input, and depending on direction provided by Commission and staff, the selected course of action moving forward with the project scope may include:

- 1) Preparation of a land use amendment along with new zoning classifications, or
- 2) Preparation of changes to zoning classifications only.

#### **TASK D1 – Prepare Land Use Amendment (This task may not be required.)**

The Consultant shall work with Staff and attend all meetings with public, stakeholders, City and County Staff and Officials, provide all research and analysis to process a local plan amendment and/or an amendment to the Broward County land use plan.

Consultant shall prepare and provide a copy of application for processing the land use amendment and all required backup.

Should the Consultant's analysis and conclusions in Task B and final direction provided by Commission and staff in Task C result in the determination that a local land use plan amendment and/or an amendment to the Broward County Land Use Plan is not necessary to accomplish the rezoning objectives, this Task D1 may not be necessary and therefore should be priced as optional under Section VI (Cost Proposal Page).

### **TASK D2 – Prepare New Mixed Use Zoning Classification(s) Outline**

The Consultant shall identify and discuss new zoning concepts and approaches for potential inclusion in the draft Zoning Ordinances and Districts. Based on this discussion, the Consultant shall prepare an outline that includes a detailed description of the proposed new Zoning Ordinance and proposed zoning districts, an overview of the proposed structure and substance of the new Zoning Ordinance and districts, a discussion of zoning and district options, and a commentary explaining the rationale for the recommended approach to drafting the Zoning Ordinance and districts.

The outline shall explain how the new Zoning Classification(s) and Districts would be used to implement the Community Redevelopment Plan and achieve the mixed-use objective. The outline should also:

- provide a list of permitted and conditional uses, eliminating uses that are not conducive to the redevelopment of the area,
- provide development standards, including dimensional requirements designed to encourage development and achieve a consistent form of pedestrian-oriented development, and
- provide development incentives through reduced parking or other means and promote alternative means of transit and transit oriented development
- include design standards to further implement the proposed new zoning districts and classifications

Design standards should consist of:

- clearly defined graphic examples of what proposed development should look like through the use of form-based code concepts,
- examples of successful design elements that provide more certainty in the review and approval process offering clear and specific standards to property owners and developers, while providing a mix of uses that maintain the character of neighborhood areas

The design standards shall also address such issues as:

- transition zones between proposed development and existing abutting residential development,
- criteria for additional yard setback, lower shoulder heights, and conditions for additional setback,
- compatibility,



- establishment of street cross sections to achieve a consistent street edge and build to line,
- height bonuses,
- requirements for on-street parking and street trees,
- examples of street furniture,
- provisions for open space and other requirements;

The Mixed Use Zoning Classification Outline should also:

- suggest changes to the development review process that offers streamlined review procedures to further encourage quality development and redevelopment, and
- provide additional code amendments that include related amendments and annotated text and table changes that would be required in the ULDR along with other potential revisions to the land development regulations so that the new zoning classifications and other regulations and ordinances are integrated and consistent with each other.

The Consultant shall present the above outline for review and comment. After obtaining general agreement on the contents of the initial draft of the annotated outline, the Consultant shall provide the City with a final outline based on the comments received.

#### **TASK E - Prepare Draft ULDR Amendments**

The Consultant shall prepare a draft Zoning Classification(s), Map and Districts that is based on the final outline. The discussion draft shall be widely distributed for review and comment.

The discussion draft shall be presented to permit easy review. The discussion draft shall include extensive use of graphics, tables, flow charts, matrices or other methods for facilitating easy use and understanding of the proposed Zoning Ordinance, districts and maps, including in some form agreed upon by the City and the Consultant, to compare the original language to proposed language.

The proposal shall include the projected number of meetings, presentations, workshops, etc. the Consultant will conduct in order to gather input and complete reviews and revisions of the discussion draft. These meetings/presentations, etc. are anticipated to be part of the development of a consensus discussion draft Zoning Ordinance document and not part of the public hearing review and adoption process.

The Consultant shall describe its approach to conducting the discussion draft Zoning Ordinance evaluation, testing and revision process. It is expected that the discussion draft may have more than one round of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant shall provide original copy of the discussion draft Zoning Ordinance, along with an electronic (PDF) file of the discussion draft Zoning Ordinance.

The Consultant shall work with the City to evaluate, test and revise the discussion draft Zoning Ordinance, and working map.

The Consultant shall make presentations and attend meetings with City staff, City boards, commissions and committees, the general public and others to review the discussion draft Zoning Ordinance. The Consultant, in consultation with the City's Project Manager, shall be responsible for facilitating all meetings/presentations.

The Consultant shall implement its approach to soliciting input from the general public.

The Consultant shall modify the discussion draft Zoning Ordinance and make recommendation on modifications.

The Consultant shall provide an original copy of the revised discussion draft Zoning Ordinance including electronic (PDF).

**TASK F - Prepare Final Ordinance, Districts and Map**

The Consultant shall prepare the final ordinance/maps/districts and all recommended changes in the Unified Land Development Regulations for presentation to the Planning and Zoning Board and City Commission for adoption. The Consultant shall prepare all presentation material needed in a format acceptable to the City.

**TASK G – Progress Reports**

The Consultant shall be responsible for submitting monthly progress reports relative to the project in a mutually agreed upon format.

**OPTIONAL SCOPE TASK**

In addition to the core project tasks, the Consultant may offer enhanced options to expand upon the specific elements of this process. These tasks may or may not be exercised based on the options and budgetary constraints. The purpose of the optional scope tasks is to allow consulting firms to propose innovative activities without concern for these activities negatively impacting overall project cost.

**3.05 PROJECT SCHEDULE:**

The Project Schedule is estimated to be a minimum of 12 to 18 months.

*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](http://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. 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 Proposer’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. Proposers must provide a response to each requirement of the RFP. Proposals 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 Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers 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 firm. 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. The Proposer’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 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 Proposer’s response to the RFP purporting to require confidentiality of any portion of the Proposer’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 Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 (“Public Records Laws”), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer 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 Proposer’s response to the RFP constitutes a Trade Secret. The city’s determination of whether an exemption applies shall be final, and the Proposer 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.

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

- 4.1.6** One original and two copies plus seven electronic (Flash Drive) copies 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 Proposer is confirming that the firm 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 firm.

## **4.2 Contents of the Proposal**

The City 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 Drives in an envelope. 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**

Each Offeror must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

#### **4.2.3 Experience and Qualifications**

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, including information on your firm's ability to meet time and budget requirements. State number of years of experience the proposer has had in providing similar services. Describe how this experience is relevant to the project. If services provided differs from the one presented in your proposal, please delineate such differences. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, IE: Corp., Partnership, LLC. Firm should be registered as a legal entity in the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4 Approach to Scope of Work/Preliminary Scope of Services**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall provide an outline detailing your approach and concept to the project, provide a proposed Scope of Services to demonstrate an understanding of the project and propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

#### **4.2.5 Ability to Meet the Project Schedule**

Include a proposed schedule that shows how the Contractor would provide services within the time frame required.

#### **4.2.6 Staff Assigned to Project**

List those persons who will work on the project, if you are awarded the contract. List name, title or position, and project duties. Resumes or summaries of experience and qualifications must accompany your proposal. Provide an organizational chart describing the project team and management structure.

#### **4.2.7 List Clients for Whom You Have Provided Similar Services and References.**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. If services provided differs from the one presented in your proposal, please delineate such differences. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Start and end dates of the project.
- Total cost of the project, estimated and actual.
- Project description

**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.

#### **4.2.8 Prior City Contracts**

List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.

#### **4.2.9 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.

#### **4.2.10 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

#### **4.2.11 Required Forms**

**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

**b. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**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. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**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.

*END OF SECTION*

**SECTION V – EVALUATION AND AWARD**

**5.1 Evaluation Procedure**

**5.1.1 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 Office at 954-828-5933.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list no less than three Proposals, assuming that three proposals have been received, 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 firms in accordance with the weighted criteria.

**5.1.4** 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.

**5.1.5** The final ranking and the Evaluation Committee’s recommendation may then be reported to the City Manager for consideration of contract award.

**5.2 Evaluation Criteria**

**5.2.1** The City 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 City Manager.

**5.2.2 Weighted Criteria**

<p><b>Statement of Qualifications</b> The proposer’s demonstration of a full understanding of the services requested, and their ability, capacity, skill and personnel resources to provide those services.</p>	<p>15%</p>
<p><b>Preliminary Scope of Services</b> The quality and clarity of the proposed scope of services, and the degree to which the proposer demonstrates a unique, creative, and coherent approach to the project, while fulfilling the intent of the project objectives.</p>	<p>10%</p>

<b>Ability to Meet Project Schedule</b> Realistic time frames which include achievable milestones and defined critical tasks, within the context of the proposed project schedule.	10%
<b>Previous Experience</b> The proposer's demonstration of relevant experience with respect to and expertise in all of the specific services contemplated under this RFP.	20%
<b>Proposed Team</b> The expertise of the proposer's team and the ability to collaborate with and relate to project sub consultants, stakeholders, and city staff.	15%
<b>Total Project Cost</b> Total project cost including all expenses and travel.	30%
<b>TOTAL PERCENT AVAILABLE</b>	100%

### 5.3 Contract Award

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

*END OF SECTION*



**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** \_\_\_\_\_

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:** Attach a breakdown of costs and suggested payment schedule and list staff hours, including hourly rates for each staff person dedicated to the project).

**Project Cost (excluding Task D1)** \$ \_\_\_\_\_

**Optional Item:**  
**Task D1 - Prepare Land Use Amendment**  
**(if determined to be required)** \$ \_\_\_\_\_

**Total Project Cost** \$ \_\_\_\_\_

**Submitted by:**

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# Middle River-South Middle River-Sunrise Boulevard Community Redevelopment Plan

01  
12



**PMG Associates, Inc.**  
**CIVIC DESIGN ASSOCIATES**  
URBAN PLANNING | REDEVELOPMENT | ARCHITECTURE

## Acknowledgements

### Fort Lauderdale City Commission and CRA Board of Directors

- John P. “Jack” Seiler, Mayor
- Bobby B. DuBose, Vice-Mayor, Commissioner, District 3
- Bruce G. Roberts, Commissioner - District 1
- Charlotte E. Rodstrom, Commissioner - District 2
- Romney Rogers, Commissioner - District 4

### City Manager

- Lee Feldman, ICMA-CM
- Susan Torriente, Assistant City Manager
- Stanley Hawthorne, Assistant City Manager

### City of Fort Lauderdale Department of Sustainable Development

- Al Battle, Acting NPF CRA Manager
- Greg Brewton, Director
- Wayne Jessup, Deputy Director
- Jenni Morejon, Acting Urban Design and Development Manager

### Other Organizations

- City of Fort Lauderdale Planning and Zoning Board
- 13<sup>th</sup> Street Alliance
- Middle River Terrace Neighborhood Association
- South Middle River Civic Association
- Ironworkers 272 J A T C

### Consultant Project Team

- Phil Gonot, PMG Associates, Inc.
- Kathy Gonot, PMG Associates, Inc.
- Stephen Gonot, PMG Associates, Inc.
- James Hill, Civic Design Associates, Inc.
- Jose Rosales, Civic Design Associates, Inc.

## Middle River/South Middle River/Sunrise Boulevard CRA Redevelopment Plan

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## I. Executive Summary – Redevelopment Plan

### A. Introduction

The Fort Lauderdale City Commission found the Middle River/South Middle River/Sunrise Boulevard Community Redevelopment Area to be impaired by a combination of factors and conditions indicative of blight. This designation is in accordance with the provisions as defined in the Florida State Statutes, Section 163.340, and thus authorized the preparation of a Community Redevelopment Plan.

The Community Redevelopment Plan identifies and develops processes and activities to eliminate and prevent the spread of blighting conditions and to develop workable programs to aid in rehabilitation, conservation, and redevelopment. The Plan contained herein addresses the entirety of the Middle River/South Middle River/Sunrise Boulevard Area.

The CRA area lies within City Commission Districts 2 and 3. The area includes 344 acres and is generally bounded by 13<sup>th</sup> and 16<sup>th</sup> Streets on the north, Sunrise Boulevard on the south, on the west by Powerline Road and I-95, and on the east by the FEC Railroad right of way.

The City of Fort Lauderdale contracted with PMG Associates, Inc. with Civic Design Associates, Inc. to draft a Redevelopment Plan for the area known as the Middle River/South Middle River/Sunrise Boulevard area as required by law, in the Community Redevelopment Act of 1969, F.S. 163, Part III.

All public redevelopment activities expressly authorized by the Community Redevelopment Act and funded by tax increment financing must be in accordance with a redevelopment plan approved by the CRA and the City Commission.

### B. Findings

The following are some of the findings of this report relative to the Plan Strategies and Implementation:

- At the time of its anticipated establishment, the Middle River/South Middle River/Sunrise Boulevard CRA's base year property evaluation (estimated 2011 Taxable Value) is estimated at \$162 million.
- The percentages of business establishments in the Middle River/South Middle River/Sunrise Boulevard area are as follows: the Service Industries (37.9%), followed by Retail Businesses (37.5%) with no other classification over 9%.
- The estimated population in the Middle River/South Middle River/Sunrise Boulevard area as of 2010, was approximately 4,300 people.

## I. Executive Summary – Redevelopment Plan

- The average household income of the residents in the CRA in 2010 was estimated at \$37,256. This was significantly lower than the City average of \$74,854 during this same period.
- It is estimated that 33.1% of residents of the CRA area are living in poverty. This figure compares to the City-wide rate of 13.9%.
- The racial composition of the population residing within the Middle River/South Middle River/Sunrise Boulevard CRA is:
  - Black (61.7%)
  - White Non-Hispanic (14.3%)
  - Other (3.0%)
  - Two or more (21.0%)
    - Hispanic (6.8%)
    - Non-Hispanic (93.2%)
- Within the CRA boundaries, 32.0% of the housing is owner-occupied, and 68.0% is renter-occupied.

## C. Recommendations

- Economic Development Projects and Programs may include:
  - Attraction of users creating jobs and/or constructing facilities in the area.
  - Construction of new retail/office facilities.
  - Rehabilitation of existing, useable and viable structures.
  - Attraction of new jobs in office/retail/restaurant.
  - Attraction and assistance to the creation of the TOD.
  - The following should be undertaken as soon as funds and/or staff are available:
    - Creation of a developer/business liaison.
    - Creation of appropriate incentive programs to attract new construction and jobs to both the industrial and retail areas of the CRA.
    - Creation of appropriate Business Development Programs to promote the location of small businesses in CRA and to promote and assist entrepreneurial ventures by residents of the CRA.
    - Code Compliance and Code Compliance education.
    - Creation and implementation of design regulations for signage.
- Some of the recommended Housing Projects and Programs that the CRA may consider are:
  - Attraction of Private developers to the undertake projects in the CRA district.
  - Owner-occupied home rehabilitation (including attraction of CDBG, SHIP, HOME and other non-CRA funds) in the area.
  - Acquisition of vacant lots with rights to residential use.

## I. Executive Summary – Redevelopment Plan

- Aggregation of privately owned (by agreement with owner) and/or publicly-owned lots into groupings appropriate for disposal via Developer RFP for market-rate housing.
- Promote mixed use and TOD projects in the Corridor and recommended locations.
- Disposal of mixed use and TOD assemblages via Developer RFP.
- Replacement of sub-standard housing.
  
- ROW and Streetscape Priorities should consider:
  - The ROW and streetscape projects may be funded as funds become available or incorporated into other development projects.
  
- Community Policing Services that should be considered:
  - Establish and fund community policing programs in the community.
  
- Administration:
  - Staff and other costs incurred by the City for services provided to the CRA are typically reimbursed by the Agency based on the services provided.
  
- Potential Expansion of the District:
  - The City of Fort Lauderdale should also consider expanding the boundaries of the CRA. The potential areas of expansion are:
    - Northward to 16<sup>th</sup> Street or the municipal boundaries
    - Eastward to 15<sup>th</sup> Avenue or Federal Highway
    - Westward to I-95
    - Square off the boundaries of the district



## II. Establishment of the CRA

### A. Creation, Severability, and Powers of the Middle River/South Middle River/Sunrise Boulevard CRA

#### Creation

Upon a Finding of Necessity, and subsequent to the adoption of the required resolution and ordinances, the Fort Lauderdale City Commission may create the Middle River/South Middle River/Sunrise Boulevard Community Redevelopment Agency.

The Commission, by adoption of the Finding of Necessity, found the Study Area to be impaired by a combination of factors and conditions indicative of slum and blight, as defined in the Florida State Statutes, Section 163.340, and thus authorized the preparation of a Community Redevelopment Plan. The Community Redevelopment Plan identifies and develops processes and activities to eliminate and prevent the spread of blighting conditions and to develop workable programs to aid in rehabilitation, conservation, and redevelopment.

The Middle River/South Middle River/Sunrise Boulevard CRA shall be a public body corporate and shall be constituted as a public agency. The composition of the CRA Board of Commissioners shall adhere to the requirements established in Section 163.356 and Section 163.357, Florida Statutes. The authority to determine which option regarding Board composition is vested in the Fort Lauderdale City Commission.

#### Severability

Should any provision, section, subsection, sentence, clause, or phrase of this plan be declared to be invalid or unconstitutional by the courts, such declaration shall not affect the validity of the remaining portions of this Plan.

#### Powers

The powers of the CRA shall be in compliance with Chapter 163, Part III, Florida Statutes. All powers provided by the governing statute shall be granted to the Middle River/South Middle River/Sunrise Boulevard CRA unless specifically prohibited by the Interlocal Agreement that shall be negotiated between the Fort Lauderdale City Commission and the CRA. The powers, as enumerated in the Statute, are as follows:

#### ***Section 163.370, Florida Statutes; Powers; counties and municipalities; community redevelopment agencies***

*1) Counties and municipalities may not exercise the power of eminent domain for the purpose of preventing or eliminating a slum area or blighted area as defined in this part; however, counties and municipalities may acquire property by eminent domain within a community redevelopment area, subject to the limitations set forth in ss. 73.013 and 73.014 or other general law.*

**II. Establishment of the CRA**

(2) *Every county and municipality shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this part, including the following powers in addition to others herein granted:*

(a) *To make and execute contracts and other instruments necessary or convenient to the exercise of its powers under this part.*

(b) *To disseminate slum clearance and community redevelopment information.*

(c) *To undertake and carry out community redevelopment and related activities within the community redevelopment area, which may include:*

1. *Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.*

2. *Demolition and removal of buildings and improvements.*

3. *Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.*

4. *Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.*

5. *Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.*

6. *Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.*

7. *Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.*

**II. Establishment of the CRA**

8. *Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.*

9. *Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.*

10. *Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.*

*(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.*

*(e) Within the community redevelopment area:*

1. *To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.*

2. *To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.*

3. *To hold, improve, clear, or prepare for redevelopment any such property.*

4. *To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.*

**II. Establishment of the CRA**

5. *To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.*

6. *To enter into any contracts necessary to effectuate the purposes of this part.*

7. *To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.*

*(f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.*

*(g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.*

*(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:*

*1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.*

*2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.*

*3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.*

**II. Establishment of the CRA**

*(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.*

*(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.*

*(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.*

*(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.*

*(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.*

*(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.*

*(o) To develop and implement community policing innovations.*

*(3) The following projects may not be paid for or financed by increment revenues:*

*(a) Construction or expansion of administrative buildings for public bodies or police and fire buildings, unless each taxing authority agrees to such method of financing for the construction or expansion, or unless the construction or expansion is contemplated as part of a community policing innovation.*

## II. Establishment of the CRA

*(b) Installation, construction, reconstruction, repair, or alteration of any publicly owned capital improvements or projects if such projects or improvements were scheduled to be installed, constructed, reconstructed, repaired, or altered within 3 years of the approval of the community redevelopment plan by the governing body pursuant to a previously approved public capital improvement or project schedule or plan of the governing body which approved the community redevelopment plan unless and until such projects or improvements have been removed from such schedule or plan of the governing body and 3 years have elapsed since such removal or such projects or improvements were identified in such schedule or plan to be funded, in whole or in part, with funds on deposit within the community redevelopment trust fund.*

*(c) General government operating expenses unrelated to the planning and carrying out of a community redevelopment plan.*

*(4) With the approval of the governing body, a community redevelopment agency may:*

*(a) Prior to approval of a community redevelopment plan or approval of any modifications of the plan, acquire real property in a community redevelopment area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition; demolish and remove any structures on the property; and pay all costs related to the acquisition, demolition, or removal, including any administrative or relocation expenses.*

*(b) Assume the responsibility to bear any loss that may arise as the result of the exercise of authority under this subsection, in the event that the real property is not made part of the community redevelopment area.*

### **Interlocal Agreement**

If the Fort Lauderdale City Commission decides to form a citizen's board, they may assign terms and conditions as it deems appropriate regarding the governance and responsibilities of the CRA through an Interlocal Agreement. This agreement shall be subordinate to Chapter 163, Part III, Florida Statutes, and the officially adopted Redevelopment Plan. The Interlocal Agreement may be ratified between the Fort Lauderdale City Commission and the CRA Board of Commissioners as they sit in the capacity of a separate and distinct legal entity as per Section 163.357, Florida Statutes.

## II. Establishment of the CRA

### B. Authority to Undertake Community Redevelopment

The Middle River/South Middle River/Sunrise Boulevard CRA Plan has been prepared under the direction of the City of Fort Lauderdale in accordance with the Community Redevelopment Act of 1969, F. S. 163, Part III. The adoption of this plan, and any subsequent modifications or amendments, shall follow the procedures as required by public hearings and the adoption of the necessary resolutions and ordinances.

In recognition of the need to prevent and eliminate slum and blighted conditions within the community, the Act confers upon counties and municipalities the authority and powers to carry out "Community Redevelopment." For the purposes of this Community Redevelopment Plan, the following definition, taken from the Florida State Statutes shall apply.

#### ***Section 163.340, Florida Statutes:***

*"Community redevelopment" or "redevelopment" means undertakings, activities, or projects of a county, municipality, or community redevelopment agency in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight, or for the reduction or prevention of crime, or for the provision of affordable housing, whether for rent or for sale, to residents of low or moderate income, including the elderly, and may include slum clearance and redevelopment in a community redevelopment area or rehabilitation and revitalization of coastal resort and tourist areas that are deteriorating and economically distressed, or rehabilitation or conservation in a community redevelopment area, or any combination or part thereof, in accordance with a community redevelopment plan and may include the preparation of such a plan.*

The ability of a county or municipality to utilize the authority granted under the Act is predicated upon the adoption of a "Finding of Necessity" by the governing body. This finding must demonstrate that:

#### ***Section 163.355, Florida Statutes:***

*1) One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and*

*(2) The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.*

The Fort Lauderdale City Commission adopted a Finding of Necessity declaring a condition of slum or blight in the Middle River/South Middle River/Sunrise Boulevard Study Area, and determined that the area within the CRA boundaries is in need of redevelopment.

## **II. Establishment of the CRA**

The Middle River/South Middle River/Sunrise Boulevard Community Redevelopment Agency (CRA), reserves for itself, its officers, employees and agents, all the powers, duties and responsibilities vested to it and provided by the Redevelopment Act to carry out the purposes and intent of this Redevelopment Plan, including the use of the power of eminent domain, if delegated to it by the City.

It is the intent of the City of Fort Lauderdale and the Middle River/South Middle River/Sunrise Boulevard CRA that whenever reference is made in this Redevelopment Plan to the City or CRA to exercise some of the power or authority granted by the Redevelopment Act, then such power and authority are deemed to have been granted and exercisable in connection with the implementation of this Plan.

This Plan contains provisions that contemplate actions to be taken by the City of Fort Lauderdale, including the City Commission and various divisions, departments or boards of the City. All actions pursuant to the Plan are subject to City review.

### **C. The Community Redevelopment Plan**

All public redevelopment activities expressly authorized by the Community Redevelopment Act and funded by tax increment financing must be in accordance with a Redevelopment Plan approved by the CRA and the City Commission. Like the City's Comprehensive Plan, the Community Redevelopment Plan is an evolving document, which is evaluated and may be amended on a regular basis, as necessary, in order to accurately reflect changing conditions and community objectives. Any modifications to the plan must also be approved by the City Commission.

### **D. Tax Increment and Tax Increment Financing**

The State, in adopting Florida Statute 163, Part III, created the CRA's main source of income, tax increment funds (TIF). All CRAs in Florida are dependent taxing districts, which means that they depend upon other taxing districts to make contributions to their trust fund. The TIF funds are based upon the added value of property values within a CRA district once the base year has been set by a CRA's governing body. At the time of its anticipated establishment in 2012, the Middle River/South Middle River/Sunrise Boulevard CRA's base year property evaluation (Taxable Value) is estimated at \$162,010,550.

Tax increment revenue can be used for any programs that are described in an approved Community Redevelopment Plan. Tax increment funds can also be used for administrative costs and for the repayment of revenue bond(s) debt service and fees. As the CRA invests its funds on redevelopment projects and programs, and completes them, it is expected that the assessed property values in the CRA will rise, which in turn will provide for more tax increment income. Significant tax increment revenue does not appear until redevelopment occurs and existing property values increase.



## **II. Establishment of the CRA**

One of the most powerful tools that a CRA has in order to encourage redevelopment is the power to issue revenue bonds. A CRA may use a portion of its annual funds to pay any bond debt that has been properly authorized. Over time, the CRA can utilize this tool to finance infrastructure and many other programs and projects. By making improvements with the funds generated by revenue bonds, the CRA can accelerate the redevelopment process.

### **E. Consistency with the Fort Lauderdale City Comprehensive Plan**

Florida Statutes require that the Community Redevelopment Plan be consistent with the City's Comprehensive Plan. In order to remain current, the Plan may have to be amended when programs are changed, or as new programs and projects are proposed.

Based upon review and approval of this plan by the Fort Lauderdale City Planning Department, the CRA Community Redevelopment Plan will meet the criteria for consistency with the Comprehensive Plan. In addition, this Plan was reviewed by the City of Fort Lauderdale Planning and Zoning Board to determine if the Plan was consistent with the City of Fort Lauderdale Comprehensive Plan. The Planning and Zoning Board met on December 21, 2011 and unanimously concurred that the Redevelopment Plan was in conformity with the Comprehensive Plan.

### **F. Neighborhood Impacts of Redevelopment Efforts**

The following section describes the potential impacts of redevelopment efforts on the residential neighborhoods and commercial of the CRA Area. While neighborhood impacts have been considered for the specific redevelopment actions recommended in the Plan, it should be noted that these projects are in preliminary stages of planning. Therefore, some impacts resulting from their implementation may be determined at a later date, particularly as projects become more clearly defined.

#### Relocation of Displaced Residents and Businesses

In connection with the contemplated projects in this plan, some relocation of residents may become necessary. It is also important to note that changing conditions and modifications to planned projects may result in additional residential and/or business displacement. In the event that existing or future CRA projects do require the relocation of residents or businesses, a relocation plan will be included with the project, submitted for official action by the Fort Lauderdale City Commission.

## II. Establishment of the CRA

In accordance with the Community Redevelopment Act of 1969, F. S. 163, Part III, the Middle River/South Middle River/Sunrise Boulevard CRA is authorized to “prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations and others,) displaced from a community redevelopment area, and to make relocation payment to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.”

Through the combined efforts of the CRA, the City, and private development, the neighborhood housing stock may be expanded and thereby provide opportunities for the relocation of residents elsewhere in the neighborhood.

When required by redevelopment actions, the relocation of residents and businesses within the Community Redevelopment Area will follow the officially adopted CRA procedures. Any financial assistance required by these procedures will become the responsibility of the CRA or other participating governmental agencies.

### Traffic Circulation

Proposed road and traffic improvements should be designed to provide safe and convenient movement of pedestrians and vehicles to, within, and through the Redevelopment Area.

### Environmental Quality

The CRA proposes to improve the environmental quality of the Redevelopment Area as redevelopment proceeds. These improvements are primarily related to the recommended improvements to the infrastructure (drainage, water, sewer,) and the emphasis on code enforcement and housing rehabilitation.

### Community Facilities

CRA activities are anticipated to have a positive impact on the existing community facilities in the Redevelopment Area. There will be continuing improvement to all service systems (parks, roads, sidewalks, drainage, and utilities.)

## G. Safeguards to Ensure Redevelopment Activities Follow the Redevelopment Plan

The Middle River/South Middle River/Sunrise Boulevard CRA Board shall be fully subject to the Florida Sunshine Law and will meet as necessary to carry out the business of the Agency. The CRA Board shall publicly adopt by-laws to govern its activities and to ratify its administrative policies.

## II. Establishment of the CRA

The Middle River/South Middle River/Sunrise Boulevard CRA shall file an annual report with the State's Auditor General's Office, the City Commission and the City Clerk's Office. This report shall contain a programmatic overview of the activities of the Middle River/South Middle River/Sunrise Boulevard CRA as allowed by the Redevelopment Plan.

The Middle River/South Middle River/Sunrise Boulevard CRA shall provide adequate safeguards to ensure that all leases, deeds, contracts, agreements, and declarations of restrictions relative to any real property conveyed shall contain restrictions, covenants, running with the land and its uses, or other such provisions necessary to carry out the goals and objectives of the Plan.

### Safeguards to Ensure Financial Accountability

1. The Middle River/South Middle River/Sunrise Boulevard CRA shall maintain adequate records to provide for an annual audit which shall be conducted by an independent knowledgeable auditor selected by the City Commission. The findings of the audit shall be presented at a public meeting of the Middle River/South Middle River/Sunrise Boulevard CRA Board and such findings shall be forwarded to the State Auditor General's Office by March 31 of each year for the preceding fiscal year, which runs from October 1 through September 30.

The annual Audit report shall be accompanied by the Middle River/South Middle River/Sunrise Boulevard CRA's Annual Report and shall be provided to the City Commission and the Clerk's Office for public review and availability. Legal notice in a newspaper of general circulation shall be provided to inform the public of the availability for review of the Annual Audit and Annual Report.

2. The Middle River/South Middle River/Sunrise Boulevard CRA shall file all reports necessary to comply with the "Special Districts" requirements of the State of Florida.
3. Progress reports shall be included in each annual budget. A progress report outlook that reviews progress of the CRA to date shall be reviewed as part of any request for issuance of any TIF backed bond or similar instrument. This report shall also include the extent to which projects and programs shall be advanced by the requested indebtedness.
4. All Middle River/South Middle River/Sunrise Boulevard CRA tax increment financing funds shall be held in a Redevelopment Trust Fund separately from other funds as required by state law.

## II. Establishment of the CRA

### Safeguards to Ensure Proper Implementation and Project/Program Accountability

1. Measurable objectives for each Middle River/South Middle River/Sunrise Boulevard CRA program shall be established upon its administrative design and funding approval by the Board. This shall be done on an annual basis at the time the TIF budget is adopted.
2. The Middle River/South Middle River/Sunrise Boulevard CRA may hold an annual informational public workshop to:
  - a. Report on the status and progress of programs and projects;
  - b. Gather input from property owners, citizens and interested parties regarding redevelopment activities; and
  - c. Discuss strategies relating to local redevelopment issues.

### Safeguards Through Retention of Certain Powers By The City

Powers retained by the City shall be provided in the Interlocal Agreement between the Agency and the City.

### Providing For a Time Certain and Severability

All redevelopment activities of a contractual, financial and programmatic nature shall have a maximum duration, or commitment of up to, but not exceeding, thirty (30) years from the date of adoption by the Fort Lauderdale City Commission. The start date for the thirty-year clock shall be the Plan adoption and approval date of the City Commission.

## II. Establishment of the CRA

### H. Legal Description of the Middle River/ South Middle River/Sunrise Boulevard Community Redevelopment Area

The area that will be known as the Middle River – South Middle River – Sunrise Boulevard Community Redevelopment Area is located in that part of the City of Fort Lauderdale containing approximately 344 acres and more particularly described as:

LANDS LYING IN SECTIONS 3 AND 4, TOWNSHIP 50 SOUTH, RANGE 42 EAST AND SECTIONS 33, 34 AND 35, TOWNSHIP 49 SOUTH, RANGE 42 EAST, BROWARD COUNTY, FLORIDA, BEING DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE WITH THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD; THENCE WESTERLY, ALONG THE SOUTH RIGHT OF WAY LINE OF SUNRISE BOULEVARD TO ITS INTERSECTION WITH THE SOUTHWESTERLY EXTENSION OF THE WESTERLY PROPERTY LINE OF LOT 25 BLOCK "A", REVISED PLAT OF LAUDERDALE MANORS, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 29, PAGE 46, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHEASTERLY, ALONG SAID WESTERLY PROPERTY LINE TO THE INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> PLACE; THENCE EASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE OF NORTHWEST 10<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE OF CHATEAU PARK DRIVE; THENCE EAST ALONG SAID SOUTH RIGHT OF WAY LINE TO THE EAST RIGHT OF WAY LINE OF NORTHWEST 9<sup>TH</sup> AVENUE; THENCE NORTH ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHWEST 16<sup>TH</sup> STREET; THENCE EAST ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHWEST 7<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID EAST RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET; THENCE EAST ALONG THE NORTH RIGHT OF WAY LINE OF NORTHWEST 13<sup>TH</sup> STREET AND NORTHEAST 13<sup>TH</sup> STREET TO THE INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF NORTHEAST 3<sup>RD</sup> AVENUE; THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE TO INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTH LINE OF LOTS 10 AND 15, BLOCK 85; "PROGRESSO", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 18, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE EASTERLY ALONG SAID WESTERLY EXTENSION, SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF AND THE NORTH LINE OF LOTS 10 AND 15, IN BLOCKS 86 AND 87; IN SAID "PROGRESSO" AND THEIR EASTERLY AND WESTERLY EXTENSIONS TO THE INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF NORTHEAST 5<sup>TH</sup> TERRACE; THENCE NORTHERLY ALONG SAID EAST RIGHT OF WAY LINE A DISTANCE OF 10 FEET, MORE OR LESS TO THE NORTH OF THE "H. C. BROCK'S SUBDIVISION", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE EASTERLY AONG SAID NORTH LINE AND ALONG THE SOUTH LINE OF THE NORTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 35, TOWNSHIP 50 SOUTH, RANGE 42 EAST TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST LINE OF LOT 21, BLOCK 2, OF "HOLLY HEIGHTS", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 60, PAGE 18, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION A DISTANCE OF 6.38 FEET MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 2, "HOLLY HEIGHTS", THENCE EASTERLY AND NORTHERLY ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID BLOCK 2 TO THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET; THENCE EASTERLY ALONG THE EASTERLY EXTENSION OF THE SOUTH RIGHT OF WAY LINE OF NORTHEAST 15<sup>TH</sup> STREET TO THE WESTERLY RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH RIGHT OF WAY LINE OF NORTHEAST 13<sup>TH</sup> STREET; THENCE EASTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF NORTHEAST 11<sup>TH</sup> AVENUE; THENCE SOUTH ALONG SAID NORTHERLY EXTENSION AND SAID RIGHT OF WAY LINE TO THE NORTHWESTERLY RIGHT OF WAY

**Middle River/South Middle River/Sunrise Boulevard Community Redevelopment Plan  
Fort Lauderdale, Florida**

II - 13

**II. Establishment of the CRA**

LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF NORTHEAST 12<sup>TH</sup> STREET; THENCE WEST ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LINE OF FLAGLER DRIVE; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND ITS SOUTHWESTERLY EXTENSION TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

### III. Existing Conditions

#### A. Overview of the Area

The Middle River/South Middle River/Sunrise Boulevard (MR/SMR/SB) Community Redevelopment Area (the CRA,) comprises about 344 acres located about one mile north of downtown Fort Lauderdale. It consists of properties on the north side of Sunrise Boulevard, stretching almost to Interstate 95 on the west and to the FEC Railroad tracks on the east. The northern boundary varies from just behind the properties fronting Sunrise in the western portion to 13<sup>th</sup> Street in the eastern portion. The central portion, east of Powerline Road, extends as far north as NW 16<sup>th</sup> Street. The area within the CRA was first widely developed in the 1950s and 1960s, and has seen little new development in recent years.

The character and uses within the CRA vary widely. The strip fronting on Sunrise Boulevard consists primarily of auto-oriented commercial uses such as strip shopping centers, fast food pad sites, gas stations, and the like. Most are small scale, except for a relatively new Home Depot in the southeast corner of the district and the Manor Plaza Shopping Center at the northwest corner of Sunrise Boulevard and Powerline Road. The eastern portion of 13<sup>th</sup> Street, east of NE 4<sup>th</sup> Avenue, is also commercial, but characterized by small scale neighborhood oriented uses. The majority of the property in the interior of the CRA is residential. For the most part, this is low density single family detached housing, although there are concentration of duplexes and some small scale multi-family complexes. Most of this housing stock is original construction dating from the 1950s and 1960s, although there are scattered new homes, generally much larger in scale. The eastern portion, near the FEC Railway, has a concentration of warehouse and light industrial uses. There are also a number of churches and public facilities throughout.

A map of the proposed CRA is depicted in Figure 3.1.

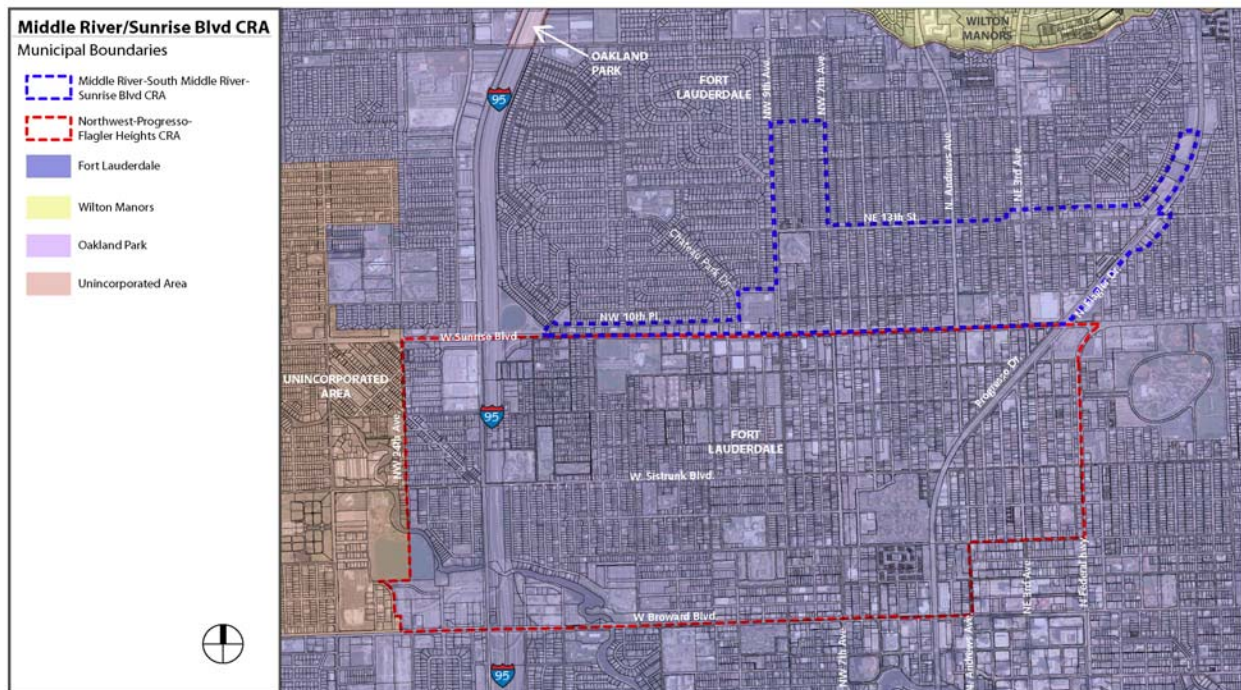


Figure 3.1 – Map of the Proposed Community Redevelopment Area

### III. Existing Conditions

In 2010, the Fort Lauderdale City Commission passed a resolution finding that this area met the criteria of slum and blight. Based on the Finding of Necessity report prepared for the resolution, over 20 percent of the structures or properties within the area were classified as deteriorated. (Please refer to Section II., Establishment of the CRA, for a description of the legal basis for creation of a CRA.) Necessary improvements include, but are not limited to: better housing, increased employment opportunities and participation, more transportation access, development of vacant land, street and sidewalk improvements, parking solutions, and code enforcement.

#### B. Brief History of the Middle River/South Middle River/Sunrise Boulevard Area

This area was part of Fort Lauderdale's major growth surge in the two decades following the end of World War II. The CRA areas were originally developed as single-family neighborhoods of modest, one-story bungalows. Many of these survive today, although several areas were re-zoned in the 1970s to allow duplex and small multi-family units. This has caused a transition to a high proportion of rental property, and a general decline in the condition of the properties throughout.

The area began to attract some redevelopment attention in the early 2000s, as housing prices in newer suburban areas began escalating dramatically. The close-in location with convenient access to the highway system and area amenities sparked some interest in fixing up old properties and constructing some new housing. This activity peaked in 2007 and has been virtually stopped since then, reflecting the downturn in the residential markets generally.

The commercial uses along Sunrise Boulevard cater to a wider area, and many seem to be relatively stable. Most of the building stock here also dates from the original wave of development in the 1950s and 1960s.

Although many structures within the proposed CRA area meet the 50 year old benchmark for historic consideration, most of the area has not previously been surveyed for historic structures and sites. The most significant historic structure in the area is the Northside School, a locally designated historic landmark. There is a concentration of structures that could warrant further examination and would be eligible for recording. The eligible structures include: commercial buildings, residential buildings, Houses of Worship, tourist cottages and motels, shopping centers and others.



**III. Existing Conditions****C. Economic Base**

**TABLE 3.1  
BUSINESS ESTABLISHMENTS IN THE MR/SMR/SB AREA BY INDUSTRY**

CATEGORY	PRIMARY AREA (CRA BOUNDRIES)			
	Number of Businesses	Percent of Total Businesses	Number of Employees	Percent of Total Employees
Agricultural	5	1.9%	15	0.8%
Mining	0	0.0%	0	0.0%
Construction	13	5.0%	99	5.3%
Manufacturing	8	3.1%	88	4.7%
Transportation, Communications/Public Utilities	17	6.6%	56	3.0%
Wholesale Trade	10	3.9%	43	2.3%
Retail	81	31.3%	706	37.5%
Finance	18	6.9%	158	8.4%
Service	106	40.9%	713	37.9%
Government	1	0.4%	4	0.2%
<b>Total</b>	<b>259</b>	<b>100.0%</b>	<b>1,882</b>	<b>100.0%</b>

Source: Claritas, Inc., 2011

The area predominantly consists of Service and Retail establishments. These categories make up nearly three fourths of the businesses in the district and employ the same percentage of workers.

**D. Population, Demographics, Income, Employment and Housing Statistics**

Estimates of current demographic data were collected from Claritas, a nationally recognized demographic source. The data presented in this section was drawn from Claritas reports designed for the specific boundaries of the CRA.

Demographic Summary

The following table lists selected demographic information for the study area and the entire city.

## III. Existing Conditions

**TABLE 3.2 SELECTED DEMOGRAPHICS, MR/SMR/SB AREA  
AND CITY OF FORT LAUDERDALE**

Category	Middle River	City of Fort Lauderdale
Population (2010 Est.)	4,355	158,684
Population (2000 Census)	4,632	152,397
Households (2010 Est.)	1,323	70,385
Households (2000 Census)	1,470	68,468
Household Size (2010 Est.)	3.19	2.18
Median Age	34.23	42.95
Attended College	29.1%	57.0%
Average Household Income	\$37,256	\$74,854
Employed Over 16 Years of Age	57.6%	59.2%
Average Commute (minutes)	31.59	24.94
Owner Occupied Units	32.0%	54.8%
Median Value Housing	\$149,432	\$265,897
Median Year Structure Built	1970	1967
Average Length of Residence (years)	8	12
<b>Families Below Poverty Rate</b>	<b>33.1%</b>	<b>13.9%</b>

Source: Claritas, Inc., 2011

#### Population

The total estimated population in the MR/SMR/SB CRA for the year 2010 amounted to 4,355 people.

#### Income

The overall average household income of the District is \$37,256. This is significantly lower than the City average of \$74,854.

#### Employment

The rate of employment for persons over 16 years of age for the CRA is 57.6%, which is in line with the City-wide average of 59.1%.

#### Poverty

Poverty status is defined as having a median income that is less than 50% of the County average. In the CRA overall, 33.1% of residents are considered to be living in poverty, compared to 13.9% in the entire City.

### III. Existing Conditions

#### Race

The following is the racial makeup of the CRA:

- Black (61.7%)
- White Non-Hispanic (14.3%)
- Other (3.0%)
- Two or more Races (21.0%)
  
- Hispanic (6.8%)
- Non-Hispanic (93.2%)

#### Housing

A neighborhood's stability can often be gauged by comparing the percentage of housing that is owner occupied to that which is rented. In the CRA overall, 32.0% of the housing is owner-occupied, and 68.0% is renter-occupied. This is a significantly lower ownership rate than the City as a whole, where 54.8% of housing units are Owner Occupied.

#### Retail Spending by Residents

The following table illustrates the spending patterns of the population of the CRA area.

**TABLE 3.3**  
**RETAIL SALES GENERATED BY THE POPULATION OF THE MR/SMR/SB CRA**  
**STUDY AREA DOLLARS SPENT BY THAT POPULATION**

Category	2010 Demand (Consumer Expenditures)	2010 Supply (Retail Sales)	Opportunity Gap/Surplus
Motor Vehicle	\$ 4,005,856	\$ 19,580,527	(\$15,574,671)
Furniture	\$ 560,501	\$ 6,097,711	(\$ 5,537,210)
Electronics	\$ 747,782	\$ 400,897	\$ 346,885
Building Material	\$ 2,577,994	\$ 52,687,766	(\$50,109,772)
Food/Beverage	\$ 5,866,487	\$ 3,534,851	\$ 2,331,636
Health and Personal	\$ 2,338,699	\$ 9,295,884	(\$ 6,957,185)
Gas Stations	\$ 3,559,671	\$ 4,746,881	(\$ 1,187,210)
Clothing	\$ 2,032,838	\$ 555,412	\$ 1,477,426
Sporting, Hobby, Book, Music	\$ 629,807	\$ 412,704	\$ 217,103
General Merchandise	\$ 5,714,639	\$ 720,329	\$ 4,994,310
Miscellaneous	\$ 869,346	\$ 1,406,381	(\$ 537,035)
Non-Store	\$ 2,599,188	\$ 6,937,218	(\$ 4,338,030)
Foodservice	\$ 3,840,712	\$ 2,164,485	\$ 1,676,227
<b>Total Retail</b>	<b>\$35,343,520</b>	<b>\$108,541,046</b>	<b>(\$73,197,526)</b>

Source: Claritas, Inc., 2011

### III. Existing Conditions

Table 3.3 shows that there is a \$73 million opportunity surplus in the CRA, which indicates that people are coming into the area to purchase goods. The majority of the surplus is for building material (\$50 million) and motor vehicles (\$16 million). The biggest gaps are for general merchandise and foodservice.

#### E. Community Facilities and Institutions

##### Schools

There are 2 elementary schools within the CRA area and several others which are located within a close proximity of the CRA boundaries, as shown in Figure 3.2. The schools located within the CRA boundaries account for a student population of roughly 800 students and a teacher population of 75. Northside Elementary School has the largest student population with 447 students and a teacher population of 35 teachers for teacher/student ratio of 1:11, which is the average ratio for the schools that serve the CRA area. The student population of both Thurgood Marshall and Northside Elementary Schools is predominantly African-American. Thurgood Marshall Elementary has a population that is 91% African-American, while the student population at Northside Elementary is 94.5% African-American.

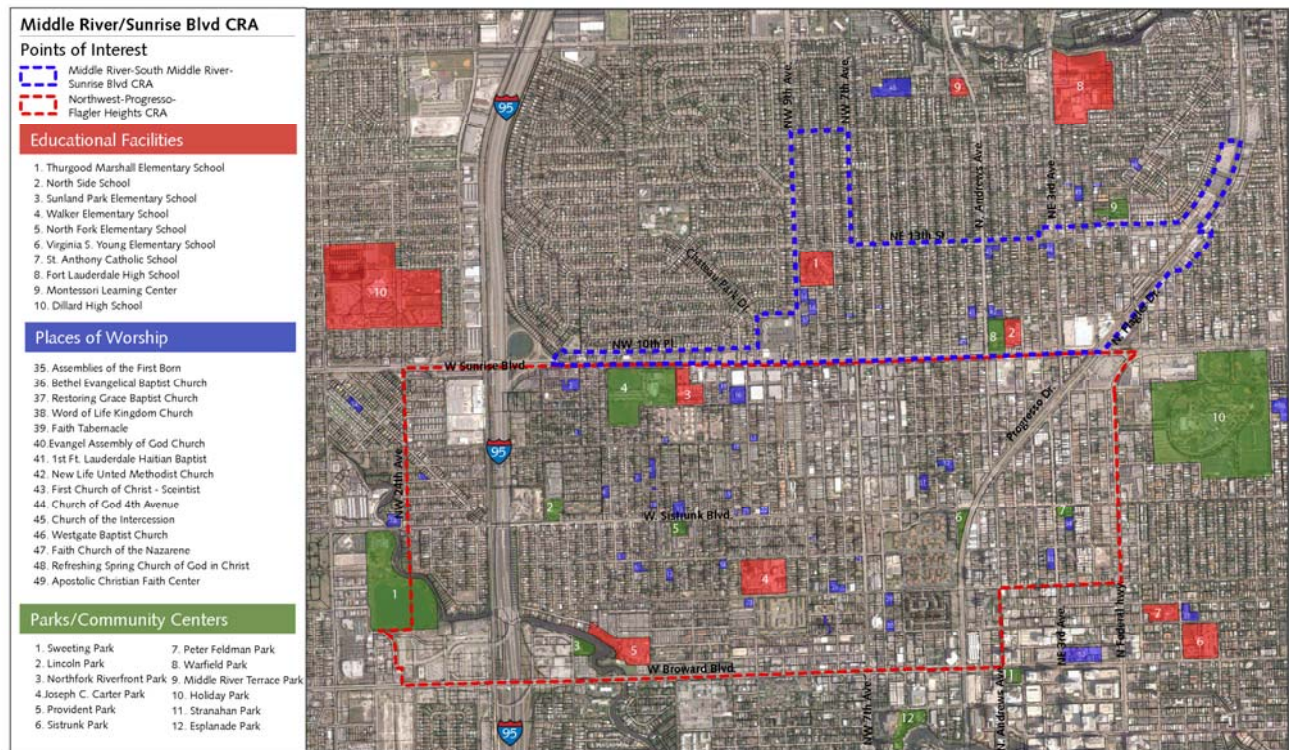


Figure 3.2 – Points of Interest in the Middle River/South Middle River/Sunrise Boulevard CRA Area

**III. Existing Conditions**

**F. Houses of Worship**

There are 15 known Houses of Worship the Middle River/South Middle River/Sunrise Boulevard CRA. They include the following:

- |   |   |
|---|---|
| Assemblies of the First Born                    | First Church of Christ - Scientist        |
| Bethel Evangelical Baptist Church               | Church of God 4 <sup>th</sup> Avenue      |
| Restoring Grace Baptist Church                  | Church of the Intercession                |
| Word of Life Kingdom Church                     | Westgate Baptist Church                   |
| Faith Tabernacle                                | Faith Church of the Nazarene              |
| Evangel Assembly of God Church                  | Refreshing Spring Church of God in Christ |
| New Life United Methodist Church                | Apostolic Christian Faith Center          |
| 1 <sup>st</sup> Fort Lauderdale Haitian Baptist |   |

**G. Parks and Recreation Facilities**

Parks

While the CRA area is rather large, there is only one major park that lies within the CRA boundaries as depicted in Figures 3.3 and 3.4. Warfield Park, located at the intersection of West Sunrise Boulevard and North Andrews Avenue, is a 3.7 acre park that has a variety of amenities that include a community center, a full size basketball court, playground, and various other open field areas. While there are no other designated parklands that lie in the CRA, there are others that border and lie in close proximity to the Middle River/South Middle River/Sunrise Boulevard CRA.



Figure 3.3 – Playground at Warfield Park



Figure 3.4 – Warfield Park Community Center

**III. Existing Conditions**

**H. Land Use and Existing Zoning**

Land Use

The general pattern of land use is typical of the development of the 1950s and 1960s. Major arterial streets, spaced about one third of a mile apart, form a regular, rectilinear grid, with minor and local streets forming a fairly uniform block pattern within the larger grid. Commercial uses tend to be located along the major arterials, while residential uses fill in the smaller streets in between. The presence of the FEC freight rail line running along the eastern boundary of the CRA has attracted a variety of light industrial and warehouse uses to that vicinity.

Residential uses comprise about 42.5% of the total area, by far the largest proportion. Commercial uses cover about 16%, and community facilities (schools, churches, etc.) form about 7.5%. Industrial uses comprise about 5.6% of the total area. Less than 4% of the total area is vacant land; this is distributed throughout the CRA but is predominantly residential. Vacant land tends to be scattered and is usually not assembled into larger parcels.

**Table 3.4 - Existing Land Use Composition - 2011  
Middle River/South Middle River/Sunrise Boulevard CRA**

Existing Land Use	Acreage	% of Area	# of Parcels
Single Family	89.48	26.01%	479
Multi-Family	56.73	16.49%	334
Migrant Camps	1.01	0.29%	3
Commercial	54.86	15.95%	112
Industrial	19.12	5.56%	68
Institutional	25.48	7.41%	24
Vacant Residential	8.89	2.58%	89
Vacant Commercial	4.18	1.22%	19
Vacant Governmental	1.97	0.57%	20
Utilities	2.28	0.66%	1
Right of Way	80.00	23.26%	-
<b>Totals</b>	<b>344.00</b>	<b>100.00%</b>	<b>1149</b>

The residential properties are generally zoned for low/medium density; the majority of the residential property is zoned RD-15 (duplex, 15 dwelling units per acre maximum density,) while smaller pockets near Sunrise Boulevard and in the eastern end of the CRA are zoned RMM-25 (multi-family, 25 du/acre maximum density.) Despite this, most of the residential structures, particularly in the portions of the CRA east of NW 7<sup>th</sup> Avenue, are single family detached homes. Duplexes are prevalent in the portion of the CRA that extends north of NW 13<sup>th</sup> Street, between NW 9<sup>th</sup> Avenue (Powerline Road) and NW 7<sup>th</sup> Avenue.

### III. Existing Conditions

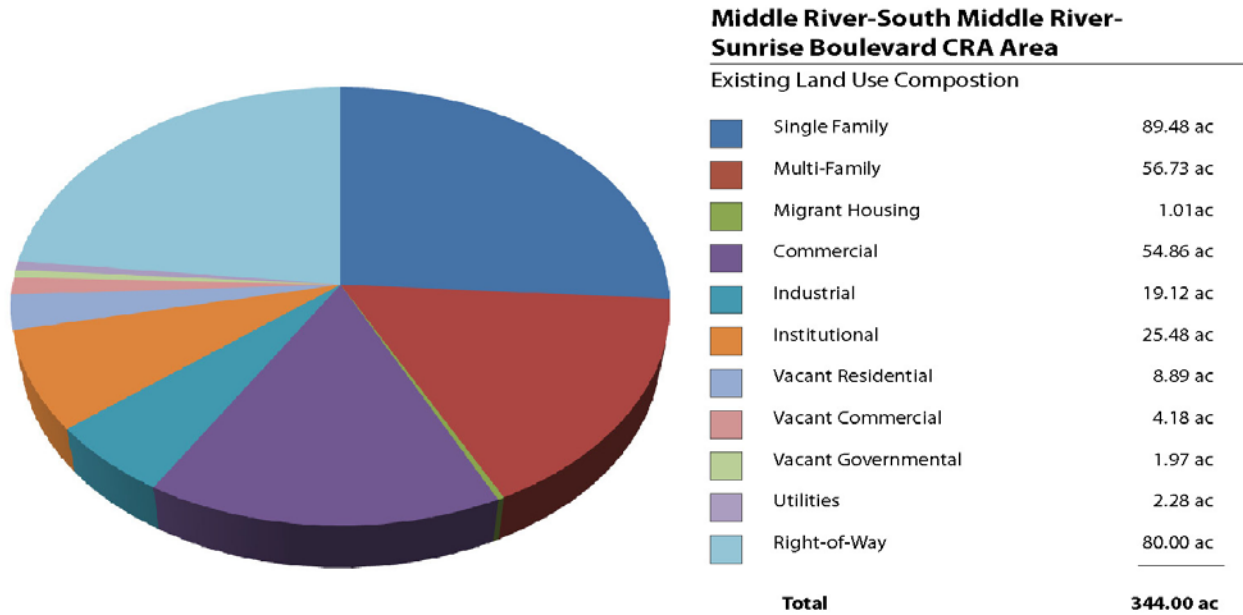


Figure 3.4 – Land Use Composition of the CRA Area

The idealized land use pattern is depicted on Fort Lauderdale’s Future Land Use map; the portion within the CRA is depicted on Figure 3.5. While the majority of the uses tend to conform with current zoning designations, there are some non-conformities, primarily in the eastern portion, which has some older and dilapidated industrial uses within an area that is transitioning to higher density of commercial uses.

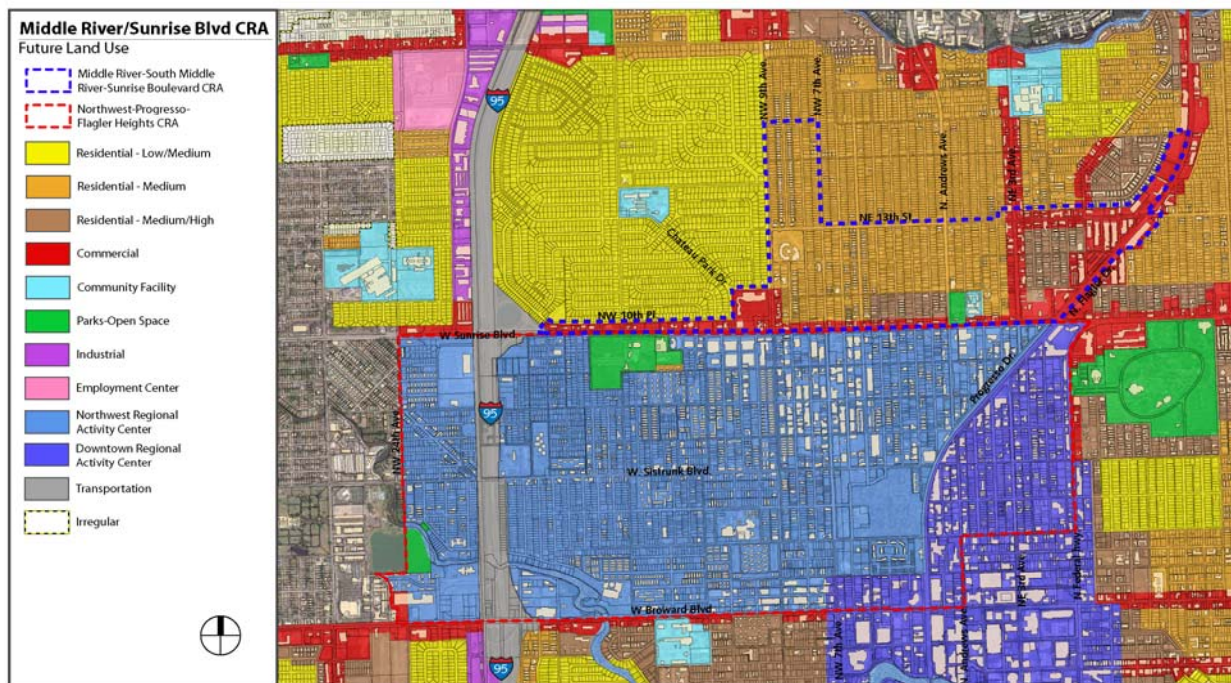


Figure 3.5 – Proposed land uses in the Middle River/South Middle River/Sunrise Boulevard CRA Area

### III. Existing Conditions

While residential uses comprise the largest single category of uses within the CRA, the area also has several important neighborhood shopping streets, including Sunrise Boulevard, NW/NE 13<sup>th</sup> Street, NE 4<sup>th</sup> Avenue, and NW 9<sup>th</sup> Avenue. The image of the area is dominated by the appearance of these arterial corridors that surround the CRA along its boundaries. The aging building stock, now occupied by marginal businesses, gives the impression of an area long neglected and in steady decline. While this is the case in most of the CRA area, there are a few pockets of redevelopment. One significant parcel that has been redeveloped within the last 10 years is the Home Depot store on one entire city block near the southeast corner of the CRA. Further infrastructure improvements are now taking place in the eastern end of the CRA, such as streetscape improvements, lighting and street paving.



Figures 3.6 - 3.7 – Commercial Uses in the CRA Area

Residential land uses occupy the largest proportion of uses within the CRA. The residential areas, once zoned predominantly as single family residential districts, have changed over the years as the zoning has changed to permit multi-family residential. Now the area, once solidly full of home owners, has now become a predominantly rental area. Multi-family zoning has encouraged duplex, triplex and four-plex construction, which are predominantly rentals. The rental properties are generally not as well maintained as the owner occupied units, which is one of the primary contributors of the slum and blight in the area. There is scattered new residential development in the area, mostly dating from the real estate boom of the early 2000s. All of the residential uses in the area fall within two prominent neighborhood associations, the South Middle River Civic Association and the Middle River Terrace Neighborhood Association.



### III. Existing Conditions



Figure 3.8 – Multi-Family residence in CRA Area



Figure 3.9 – Single Family residence in CRA Area

The CRA area has the appearance of being poorly developed and blighted, in contrast to the (until recently) robust redevelopment activity in the communities east of US 1. Much of the reason for the CRAs relative inactivity is due to the change in building type, from single family residential to multi-family duplexes and four-plexes, and due to the lack of both private and public investment in the area. Families have left the community in search of safer neighborhoods in the more desirable suburban areas.



Figures 3.10 – Multi-Family housing



Figure 3.11 – New Multi-Family development



Figures 3.12 – 3.13 – Industrial properties in the CRA



### III. Existing Conditions

Industrial uses are concentrated along the eastern portion of the CRA, next to the FEC Railroad Tracks. The building stock varies in age and condition, but most of the businesses appear to be viable. This is one of the few locations close to downtown where such uses can be placed. Some of the uses found in this portion of the CRA include a cement mixing plant and numerous small businesses such as auto repair, warehouses, and distribution centers.

#### Existing Zoning

Current zoning regulations follow conventional suburban zoning schemes. A map of the current zoning in the CRA is shown in Figures 3.14. The great majority of properties within the CRA are zoned as residential, and the majority of the remaining areas are zoned as business districts. There are sprinklings of other zoning districts as well. All zones have fairly restrictive requirements for height, floor area ratio, lot coverage, and minimum landscaped area. This general philosophy, prevalent in the decades following World War II, has resulted in the sprawling, low density development pattern seen in and all around the CRA. It ensured development that is spread out over large areas, is difficult to serve effectively with transit, and virtually requires a car trip to conduct even the simplest errands.

Properties within the CRA area fall within eight zoning districts, as described below. The existing zoning is a fairly accurate representation of the existing land uses. There are a few parcels that would be classified as non-conforming, although the entire area is poised for a transformation. Several recent planning studies have made the case for this portion of the city, the commercial corridors in particular, as candidates for substantial transformation through redevelopment.

As Figure 3.14 indicates, the majority of the residential areas in the heart of the CRA are zoned as RD-15, with smaller pockets of RMM-25 found just north of Sunrise Boulevard and east of NE 4<sup>th</sup> Avenue. Based on the large amount of single family detached homes found in this area, it is assumed that the original zoning designation was single family district. Through amended zoning regulations, the RD-15 designation allows for uses such as, single family dwellings, cluster dwellings, two family/duplex dwellings, zero-lot-line dwellings, social service residential facility, and child care facilities. RMM-25 allows for all uses included in RD-15 and conditional uses such as, bed and breakfast dwellings, mixed-use dwellings, houses of worship, and nursing homes. The major distinction that exists between these two zoning districts is the maximum density, RD-15 allows for a max density of 15 units per acre while RMM-25 allows for a maximum density of 25 units per acre. Most other regulations remain the same for both districts; minimum lot width of 50 feet, except for zero-lot-line which is 40 feet, and a front yard setback of 25 feet. Parking requirements for single family, duplex, cluster dwelling, coach homes, and zero-lot-lines dwellings are 2 spaces per unit, while parking requirements range from 1.75 spaces per unit (one bedroom) to 2.1 spaces per unit (2 bedrooms) to 2.2 spaces per unit (3 bedrooms) for multi-family properties.

### III. Existing Conditions

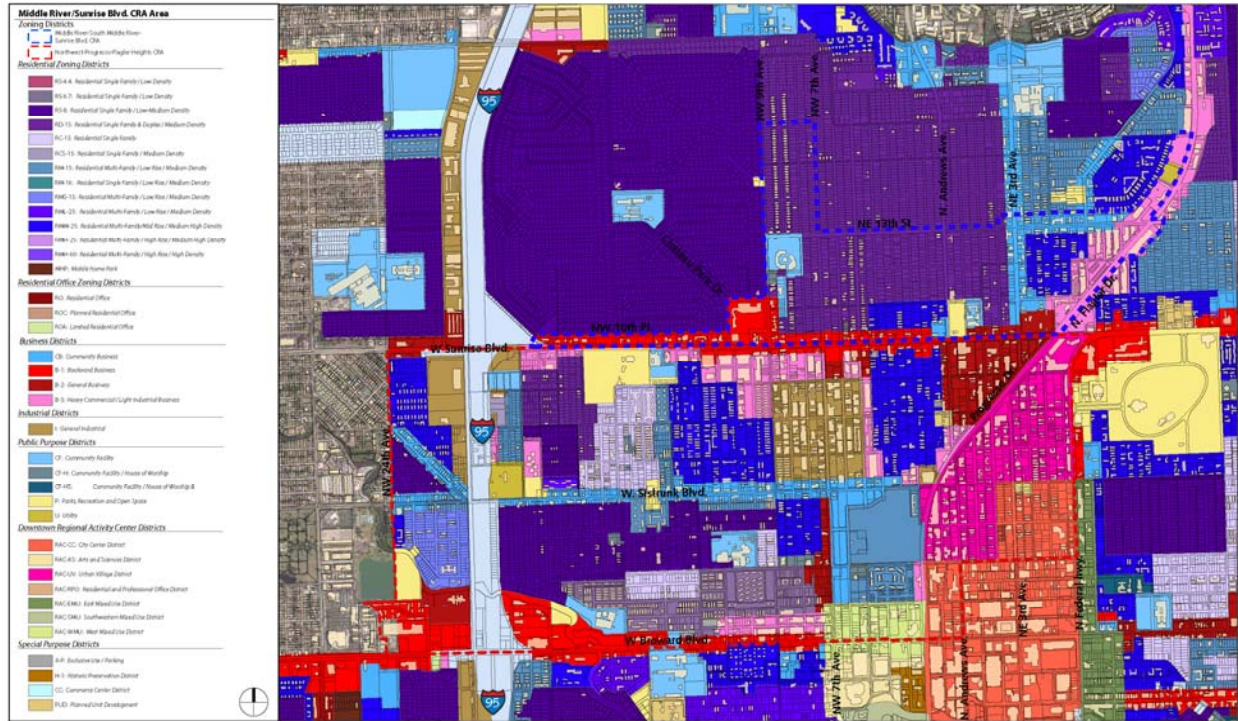


Figure 3.14 – Conventional zoning areas in the Middle River/South Middle River/Sunrise Boulevard CRA

Although the majority of the CRA area is zoned residential, there are several other districts with significant impact. Particularly prominent is the B-1 (Boulevard Business) District that comprises the main commercial uses found on Sunrise Boulevard. This district includes the community shopping center on the corner of NW 9<sup>th</sup> Avenue and Sunrise Boulevard. It also includes a variety of other commercial uses that stretch along Sunrise Boulevard from I-95 to NW 1<sup>st</sup> Avenue. The B-2 (General Business) District, situated just east of Warfield Park, is the newly redeveloped Home Depot parcel. This district allows for liberal business uses. Another notable business district is CB (Community Business) District that is located in the northeastern portion of the CRA. This has become an important neighborhood shopping district along NE 13<sup>th</sup> Street and NE 4<sup>th</sup> Avenue.

#### I. Vacant Parcels

A total of 15.04 acres or about 4.4% of all the land area in the CRA is currently vacant. The vacant parcels are shown on the map in Figures 3.15. This is not a significant concentration of vacant parcels, and none of them are particularly large, so this does not present a major redevelopment opportunity, with the exception of a cluster of vacant parcels that are found along Sunrise Boulevard.

An unusual incidence of vacant lots is considered a blight determinant since it is visually unattractive and indicates a persistent lack of development interest in an area. In addition, vacant lots attract dumping and can create a sanitation problem. This, along with the tendency for overgrowth of grass and scrub, can attract vermin and make the property difficult to patrol.

### III. Existing Conditions

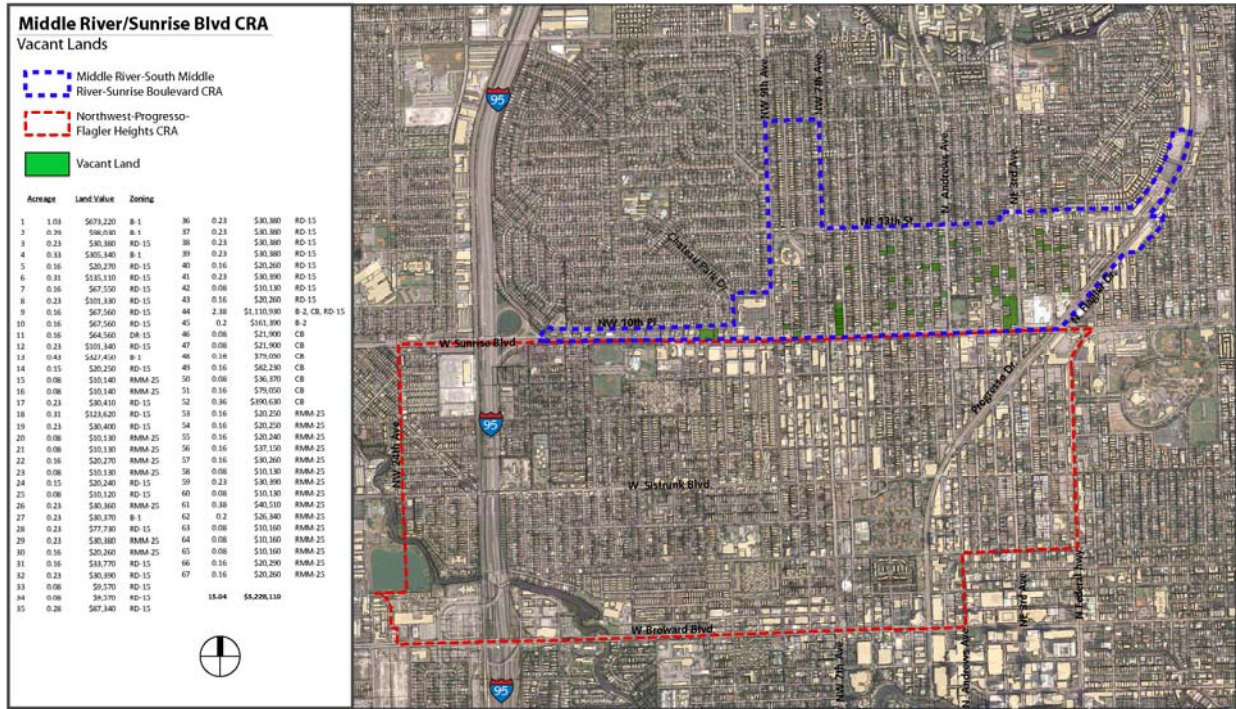


Figure 3.15 – Vacant parcels in CRA Area

As noted in the Finding of Necessity, the quantity of vacant land in the CRA is not considered excessive, but given the low market demand for vacant property, this supply will last for many years. This, coupled with the relatively high vacancy rates in the existing buildings, indicates that there is a lack of development interest in the area.



Figures 3.16 – 3.17 – Vacant properties in the CRA Area

### III. Existing Conditions

#### J. Infrastructure

##### Traffic Access

As mentioned previously, the primary traffic pattern in the CRA follows the major arterial roads, which form a fairly uniform grid. The primary east-west arterial is Sunrise Boulevard, which acts as a feeder to Interstate 95 from neighborhoods to the east. Indeed, the tributary effect of traffic flows increasing closer to I-95 is seen in figure 3.18. Average daily traffic volume for Sunrise Boulevard ranges from 40,000 vehicles east of North Andrews Avenue, to 51,000 vehicles between NW 15<sup>th</sup> Avenue and I-95. The other major east-west arterial is NE 13<sup>th</sup> Street. It serves to distribute the traffic that comes from the major north-south arterials and feeds into the residential streets. Its average daily traffic volume within the CRA Area is 13,500 vehicles per day.

Traffic on the north-south roads is heaviest on NW 9<sup>th</sup> Avenue, North Andrews Avenue, and NE 4<sup>th</sup> Street. Each of these roads branches off from Sunrise Boulevard and travels north and south, with the majority of the traffic traveling north into the South Middle River and the Middle River Terrace Neighborhoods that are within the CRA boundaries. North of Sunrise Boulevard, NW 9<sup>th</sup> Avenue is a 6 lane divided street that carries an average daily traffic volume of 20,900 vehicles. South of Sunrise Boulevard, NW 9<sup>th</sup> Avenue becomes a two-lane traffic street that carries a daily traffic volume of 7,900. North Andrews Avenue and NE 4<sup>th</sup> Avenue are both 4-lane streets that carry on average a daily traffic volume of 17,500 and 17,900 respectively.

Most of the neighborhood streets are two-lane local streets that experience very light traffic. The grid-like nature of the street layout ensures that there are a number of alternate routes in the event of a temporary blockage. There is a higher incidence of truck traffic in the industrial areas, but these typically do not impact the residential streets.

A notable feature of the street network is that most of the local streets have been blocked off at Sunrise Boulevard. This may have some minor benefits for access management on Sunrise Boulevard, but was probably done to address neighborhood perceptions of excessive cut-through traffic and to control crime in the neighborhoods. This dubious reasoning is contrary to more current thinking in neighborhood traffic planning and should be revisited as part of any redevelopment strategy for the area.

### III. Existing Conditions

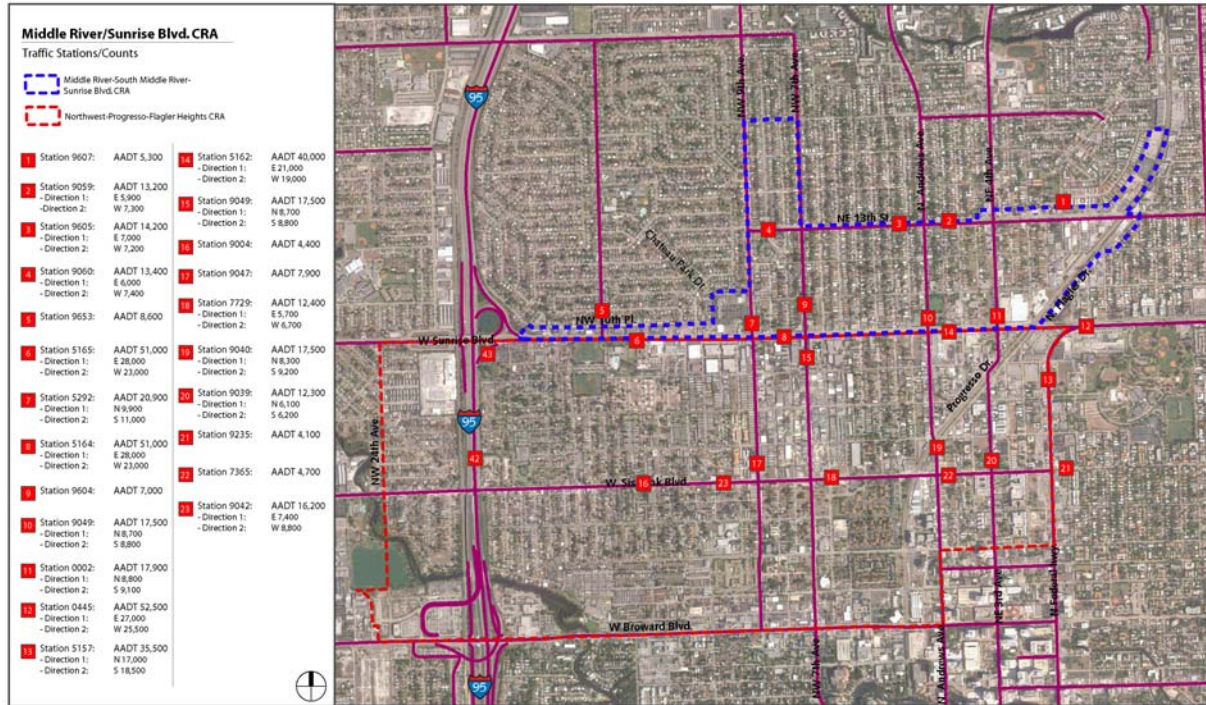


Figure 3.18 – Major traffic in CRA area

#### Transit

The MR/SMR/SB CRA Area is well served by major bus transit options. The majority of the bus lines follow the arterial roadways in the CRA Area. Bus stops are located at frequent intervals on Sunrise Boulevard, NW 8<sup>th</sup> Avenue, N. Andrews Avenue, and NE 4<sup>th</sup> Avenue. While there are no other transit options within the CRA boundaries, the 36 bus line provides a short connection to the Tri-Rail Station located just west of I-95 at Broward Boulevard, a few minutes away from the CRA boundaries. A new transit station is proposed with the Fast Start Program from the South Florida Regional Transportation Authority. This station will be located at approximately 13<sup>th</sup> Street in the District.

### III. Existing Conditions

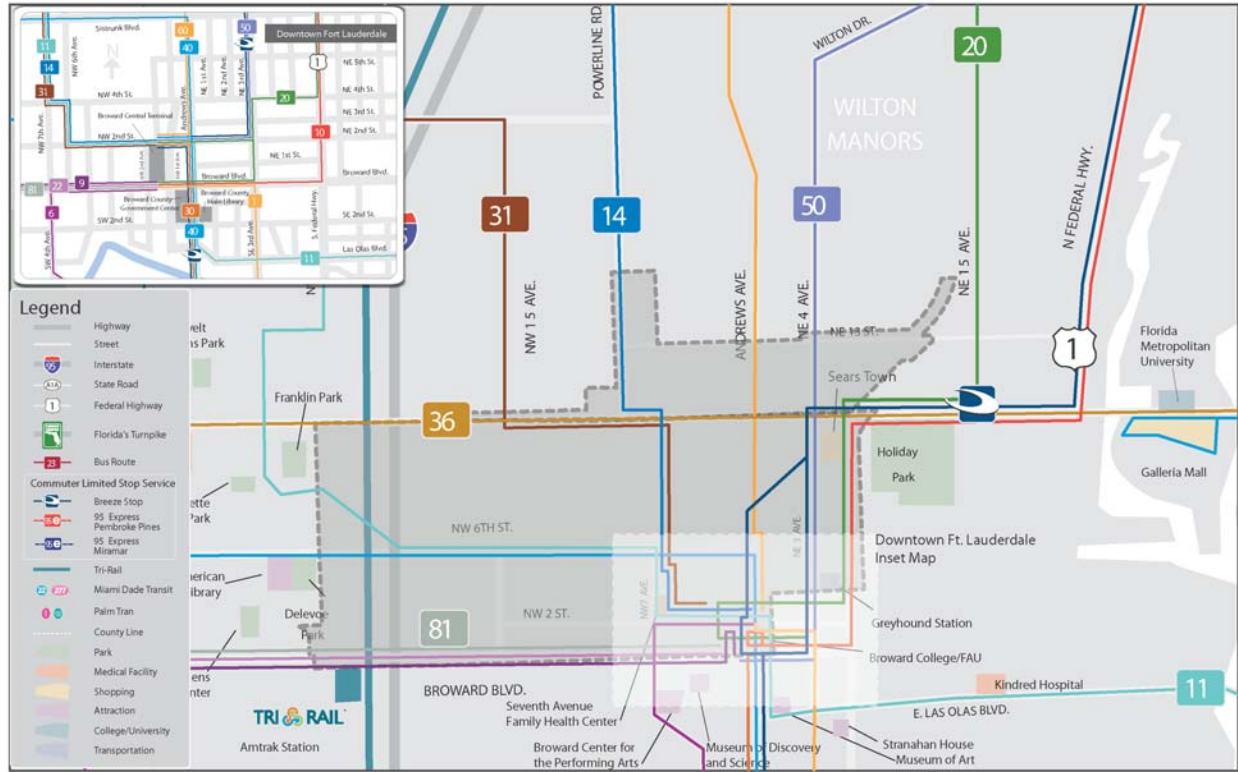


Figure 3.19 – Major public transit options within the Middle River/South Middle River/Sunrise Boulevard CRA Area

**IV. Public Process, Previous Plans and Prioritization**

**PRIOR PLANNING**

The Middle River/South Middle River/Sunrise Boulevard CRA area has been the subject of a number of planning efforts in the past. The CRA boundary itself had been previously defined (in 2002) in the proposed expansion of the Northwest-Progresso-Flagler Heights CRA, located just south of Sunrise Boulevard. Although that proposed expansion did not go through, the framework for a new independent CRA had been laid. Presented here is a brief synopsis of several of these planning efforts. This section exists to illustrate the planning analysis and findings of the previous studies. These findings have not necessarily been adopted into the Redevelopment Plan, but rather form a basis for the analysis in this report.

**A. Fort Lauderdale Community Redevelopment Plan**

Northwest –Progresso–Flagler Heights Expansion Area

Conducted in 2002 by Civic Design Associates in association with Keith & Associates

This was a proposed amendment to the existing Northwest-Progresso-Flagler Heights CRA Redevelopment Plan. It was a traditional charrette planning process, including a one-week, intensive, on-site design workshop incorporating significant public input. The proposed expansion area included the same 344 acres that make up the MR/SMR/SB CRA Area. Through the charrette process the community identified five distinct groups of improvements that were needed in the area, they were:

1. Infrastructure
2. Community Amenities,
3. Development and Redevelopment Opportunities,
4. Design Standards, and
5. Code Enforcement.

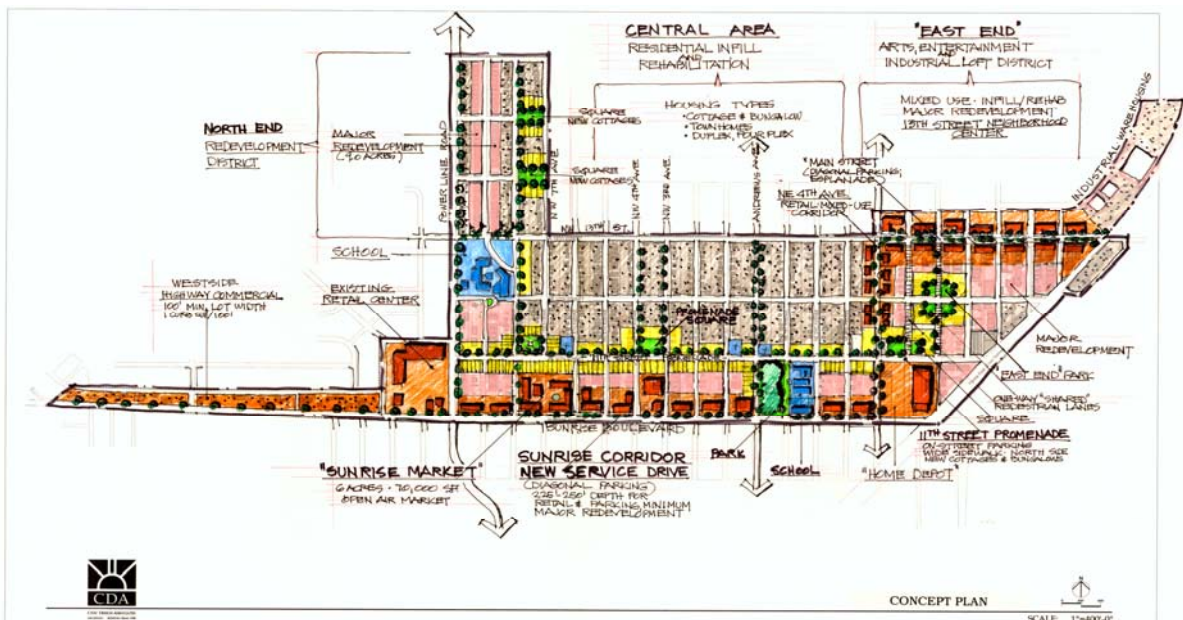


Figure 4.1 – Northwest-Progresso Flagler Heights CRA Expansion Area Concept Plan



**IV. Public Process, Previous Plans and Prioritization**

While the infrastructure in the area is in relatively good condition in terms of its basic layouts several key changes were addressed that would greatly enhance the circulation and cohesion of the community. Along with slight modification of street layouts at strategic locations throughout the study area, this group of improvements also included pedestrian and bicycle pathways, enhanced streetscape improvements, landscaping, lighting, underground utilities, the opening of prior street closures, and gateway markers.

The need for the community to have a sense of place was of particular importance to the charrette participants. Many felt that the pieces were already in place, they just needed to be enhanced. By taking advantage of existing amenities such as Warfield Park, Northside School, and the corner of NE 13<sup>th</sup> Street and NE 4<sup>th</sup> Avenue as a neighborhood commercial center, the community could begin to eliminate the appearance of slum and blight in the area.

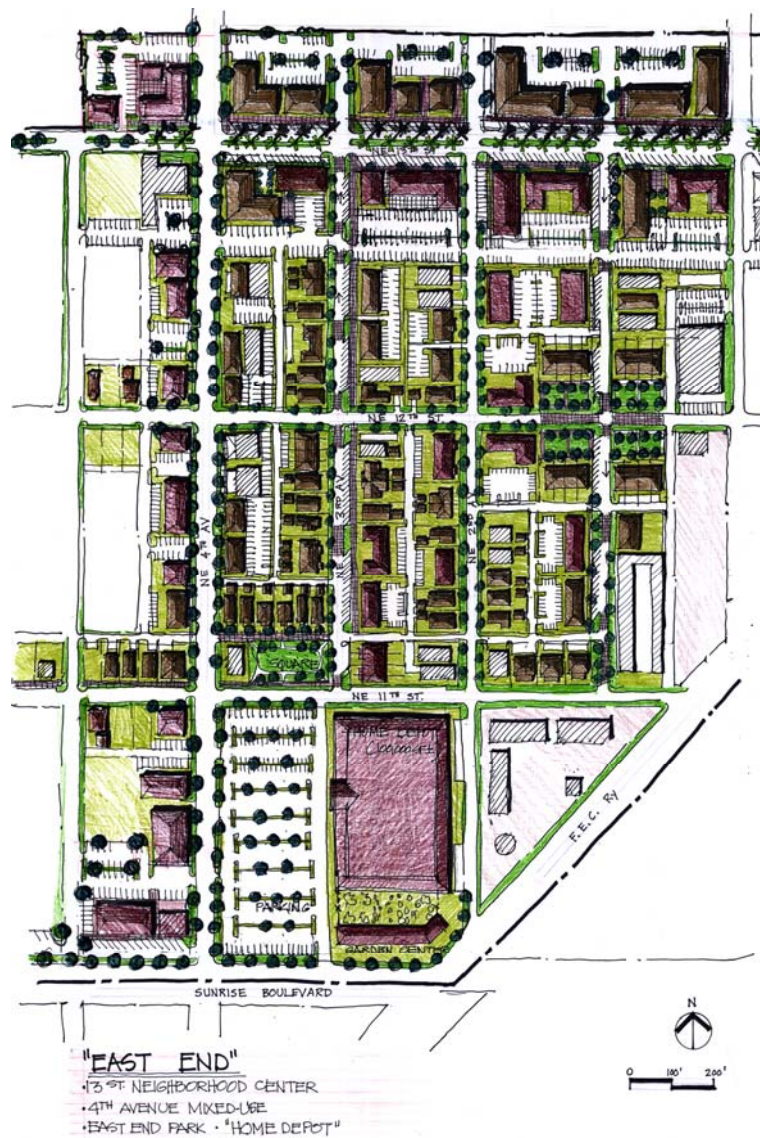


Figure 4.2 – East End redevelopment scheme

**IV. Public Process, Previous Plans and Prioritization**

Potential areas for redevelopment and development opportunities were also identified through the charrette process. Major streets such as Sunrise Boulevard, NE 4<sup>th</sup> Avenue, and NE 13<sup>th</sup> Street have the greatest redevelopment potential in the area. Sunrise Boulevard can support a larger, more intense type of redevelopment scenario; while NE 4<sup>th</sup> Avenue and NE 13<sup>th</sup> Street can support a lighter intensity type of neighborhood oriented retail establishments as well as mixed-use building types.



Figure 4.3- Sunrise Boulevard proposed redevelopment

Along with the proposed redevelopment of major arterial streets, the community addressed the redevelopment of the existing neighborhood areas. The existing neighborhoods are comprised of a majority of single family detached houses that have been recently transformed into multi-family dwelling units. This has caused an unsightly appearance in the neighborhoods with the increased number of cars parking in undesignated areas. Proposed redevelopment solutions to combat this issue were the creation of neighborhood townhomes, live/work lofts, and duplex housing redevelopment.

An integral part of realizing this redevelopment plan was the creation of Design Standards that would help guide future development in a manner consistent with the key elements of the plan. By creating an additional zoning overlay to the current zoning that is in place, it could allow for more of a transition between the commercial and residential areas, as well as creating more varied neighborhoods that reflect a gradient in density as one moves from commercial to residential areas. These Design Standards would address the subdivision of land, building placement, building heights, parking, architectural elements, construction materials, and outbuildings in order to create a more cohesive area.

## **IV. Public Process, Previous Plans and Prioritization**

### **B. Northwest/Progresso/Flagler Heights Implementation Plan**

Conducted in 2008 by Urban Design Associates and PMG Associates, Inc.

The Northwest/Progresso/Flagler Heights (NPF) CRA borders the Middle River/South Middle River/Sunrise Boulevard (MR/SMR/SB) CRA lying just south of Sunrise Boulevard. While the two CRA's coexist independent of each other, some of the principles that were introduced in the NPF Implementation Plan may be applicable for the MR/SMR/SB CRA.

Through an intense public planning process that involved public meetings, focus groups stakeholder meetings, and City staff meetings, the NPF Implementation Plan seeks to be the agent for change in the NPF CRA are in order to ascertain the needs of the community. The implementation plan desires to accomplish this by the establishment of eight principles to help guide the redevelopment of the area:

1. Pursuing large scale redevelopment at strategic locations,
2. Redevelop large, underutilized sites,
3. Make alterations to current Zoning Code to allow for more compatible parking requirements,
4. Creating area-wide Design Guidelines,
5. Utilizing vacant lots for infill housing,
6. Development of 7<sup>th</sup> Avenue and 9<sup>th</sup> Avenue Connectors,
7. Introducing traffic calming measures, and
8. Target and attract specific industries.

These eight principles were then looked at in depth in five strategic development initiatives throughout the area. They included the development of Sistrunk Boulevard and NW 7<sup>th</sup> Avenue, CRA small business initiatives, infill housing opportunities, connections and green streets, and traffic calming strategies.

### **C. Finding of Necessity**

#### **Problems, Needs, and Opportunities**

The MR/SMR/SB CRA has been the subject of several prior studies and analyses in the recent past. A number of planning initiatives have focused on the area, as discussed previously. In 2010, the Fort Lauderdale City Commission made a legislative Finding of Necessity that declared the study area as a slum or blighted area and resolved to prepare a Community Redevelopment Plan. In 2009, staff from the City of Fort Lauderdale CRA and the Planning Department conducted an extensive field survey to determine the amount of change that had occurred within the area, since the last 2001 proposed expansion of the NPF CRA. Through visual and empirical data, the staff found that there was enough change in the area to implement a new CRA district.

#### IV. Public Process, Previous Plans and Prioritization

This section will itemize the problems and needs to be addressed within the CRA as well as some of the key opportunities that have been identified. Since the CRA is a relatively large area consisting of a number of varying conditions, it is appropriate to acknowledge that areas of differing character will exhibit different needs and will require a different range of programs and strategies. More specifically, the CRA can be subdivided into several distinct character areas, as described below:

1. The Sunrise Boulevard commercial corridor.
2. The 13<sup>th</sup> Street neighborhood commercial corridor, which also includes the contiguous commercial corridor along NE 4<sup>th</sup> Avenue.
3. The warehouse and light industrial concentration near the FEC railroad tracks.
4. The residential neighborhoods. These cover a substantial area of the CRA and vary in character in certain areas.

#### The Sunrise Boulevard Corridor

##### Problems

- Old, deteriorating, and obsolescent building stock.
- Immediate adjacency of low to medium density residential uses could affect the potential redevelopment of the commercial parcels due to concerns of neighborhood compatibility.
- A high number of small and/or shallow parcels that are difficult to redevelop as higher intensity uses.

##### Needs

- Increase the potential and attractiveness for private development.
- Improve the image of the area.
- Attract new and better businesses to the area.
- Remove blighting influences.

##### Opportunities

- The corridor is a well established and strategically located regional connector.
- The proximity to Interstate 95 offers high visibility and easy access for businesses with a more regional service base.

## IV. Public Process, Previous Plans and Prioritization

### The 13<sup>th</sup> Street Corridor

#### Problems

- Older building stock, many buildings have insufficient parking.
- Re-configuration of lanes on 13<sup>th</sup> Street to remove on-street parking has impacted the available parking.

#### Needs

- A traffic study to evaluate alternative lane configurations, possibly the inclusion of bike lanes and on-street parking.
- Improved pedestrian amenities such as sidewalks, landscaping, and street furniture
- Safer and more visible pedestrian crossings.

#### Opportunities

- 13<sup>th</sup> Street is a convenient and relatively lightly travelled street that provides good connectivity and an alternative to the congestion on Sunrise Boulevard.
- This is a viable area for neighborhood-oriented commercial uses that are close to the surrounding neighborhoods.
- The potential for passenger rail on the FEC tracks makes the area near the railway crossing a candidate for transit oriented development, provided that a reasonable parcel of land can be assembled. This opportunity also overlaps with the warehouse/industrial area, as discussed below.

### Warehouse and Light Industrial Areas

#### Problems

- Some areas are directly adjacent to residential uses.
- Many businesses have insufficient parking, which spills out onto the streets.
- Some of the building stock is old and deteriorating.
- Many parcels would be difficult to redevelop at anything approaching the current intensity or lot coverage.

#### Needs

- A strategy for the incremental improvement and/or redevelopment of the existing building stock.
- A long-range development plan to address questions of potential growth areas, compatibility, parking, access, and transportation.

## IV. Public Process, Previous Plans and Prioritization

### Opportunities

- The businesses provide a number of needed services as well as employment.
- The area is convenient to the airport, downtown, and is well integrated into the regional transportation network.
- There is a long-term need for similar uses, with few available locations.
- The potential for passenger rail on the FEC tracks makes this area a candidate for transit-oriented development.

### Residential Areas

#### Problems

- A significant proportion of older, deteriorating structures.
- A noticeable concentration of vacant lots as well as properties in foreclosure.
- High proportion of renter occupied housing.
- Many areas of duplex and triplex units mixed in among single-family areas.
- Street closures may inhibit access for emergency vehicles and may facilitate illicit activities by reducing visibility.

#### Needs

- Better code enforcement for existing properties.
- More flexible zoning for additional redevelopment options.
- Concentrations of duplex/triplex housing should be targeted for large-scale redevelopment.
- Streetscape and right-of-way improvements in certain areas, as well as additional sidewalks and street lighting.
- Re-evaluate the existing street closures.

### Opportunities

- Convenient location close to downtown and other employment centers.
- Neighborhoods have a good existing fabric of street network and infrastructure.
- Nearby areas were experiencing extensive redevelopment and real-estate interest prior to the economic downturn.
- Well –integrated mix of uses with nearby commercial and civic uses.

## IV. Public Process, Previous Plans and Prioritization

### D. Initial Community Meeting for the Community Redevelopment Plan

Two sessions of the Fort Lauderdale Middle River/South Middle River/Sunrise Boulevard CRA Public Input Meeting were held on October 20, 2011 at the Ironworkers Hall in Fort Lauderdale. Session one was at 12:00 noon, the second was held at 5:30 pm. Session One (12-noon) was primarily for the business community, while Session Two (5:30PM) was held primarily for the residents, although all parties were welcome for either session. The presentation given was identical at both sessions. Approximately 30 persons were in attendance for each session. Commissioner Rodstrom and City Manager Feldman attended the evening session.

An introduction was given by Mr. Battle from the City of Fort Lauderdale. Mr. Gonot from PMG Associates, Inc., consultant to the City, gave a PowerPoint presentation what a CRA is, the goals of a CRA, and previous planning efforts.

Mr. Randall Klett, representing the 13<sup>th</sup> Street Alliance Board gave a presentation on their group efforts within the community.

After the presentation portion of the meetings group discussions took place salient points offered by the public were:

#### STRENGTHS OF THE COMMUNITY

- Diversity of the residents
- Active Neighborhood Associations
- Proximity to other Commercial Centers (Downtown, 4<sup>th</sup> Avenue)
- Planned Location of Rail Transit Station
- Established Commercial Districts
- Educational Opportunities
- Parks
- Vacant area near 17<sup>th</sup> Street and Dixie Highway
- Landlords care about their property
- Business Owners are dedicated to the area
- Mature tree canopy/Landscaping
- Area is close to Wilton Manors and should build on their success
- Tolerant older community
- Gay community
- Architecture of the area
- Neighborhood Layout
- New Infrastructure
- Affordable
- Beach and weather

#### IV. Public Process, Previous Plans and Prioritization

##### CHALLENGES FOR THE COMMUNITY

- Shallow and Narrow Zoning
- Lack of Streetlights/Sidewalks/Curbs/Bike Lanes
- Lack of Landscaping
- Lack of Public Transit
- Vacant Properties
- No Neighborhood Theme
- Difficulty in Attracting Businesses
- Lack of Facilities for Families and Children
- Crime
- Lack of Code Enforcement
- Deteriorated Housing
- Narrow Streets
- Small Lots
- Diversity of the Neighborhood
- Low Income
- Absentee Landlords
- Infrastructure

Both groups offered suggestions as to what they would like to see happen in the CRA:

Potential projects were identified and prioritized based on the discussion.

##### The Items with the most support

Address Zoning to Improve Opportunities for Development

Improve Safety

Improve Lighting, Sidewalks and Curbs

Improve Landscaping, Streetscaping and Street Furniture

Find Catalyst Projects to improve Sunrise Boulevard



#### IV. Public Process, Previous Plans and Prioritization

##### Other Items

Develop TOD at new Rail Station  
 Demolition of abandoned buildings  
 Make the Neighborhood Friendly to Pedestrians, Bikes, Families, Kids, Pets  
 More Restaurants  
 Develop Mixed Use Projects  
 Create Theme for the Neighborhood  
 Live/Work Space  
 Expand Home-Based Business  
 Height Limitations  
 Expand Boundaries  
 Implement Façade Improvements  
 Attract Banks  
 Attract Grocery  
 Attract Basic Needs stores  
 Architectural Design  
 Parking  
 Develop Mixed Income Housing  
 Abandon Streets  
 Organic Market

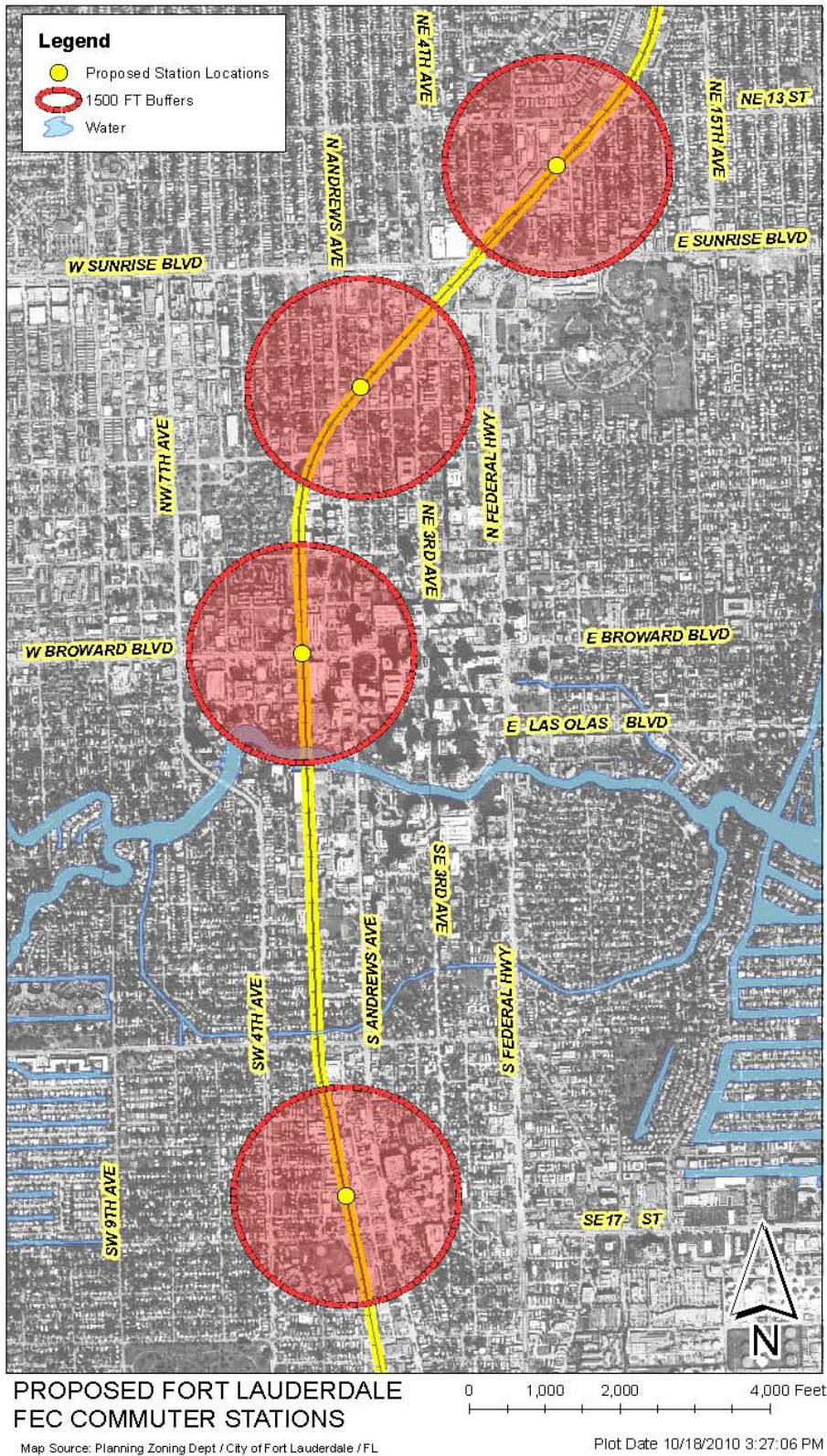
##### **E. TOD Planning – City of Fort Lauderdale**

The City of Fort Lauderdale has been engaged in planning for the potential of Mass Transit stations along the FEC Railroad corridor in conjunction with the South Florida Regional Transportation Authority's Fast Start Plan which proposes to move commuter rail service to the more centrally located FEC tracks. The potential for TOD developments near these new stations, particularly in Fort Lauderdale, is a major factor in the program.

The City of Fort Lauderdale Planning Department has undertaken some analyses to determine the location and extent of development of these TOD projects. The following pages provide location and potential development scenarios for all of the stations. For this study, we have focused on the station located at 13<sup>th</sup> Street, which is in the CRA area.

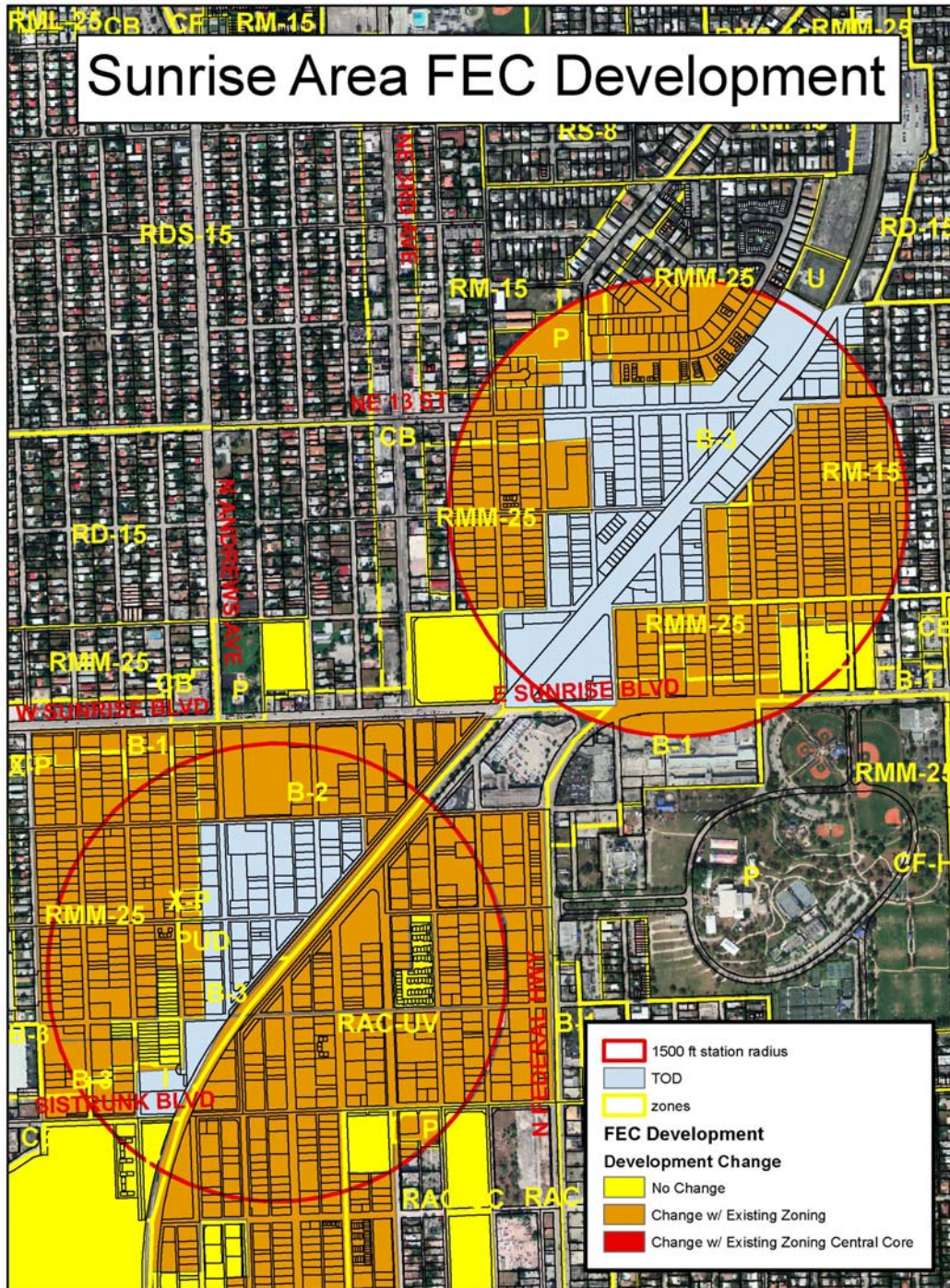
### IV. Public Process, Previous Plans and Prioritization

Figure 4.4 Proposed FEC Stations – Fort Lauderdale



IV. Public Process, Previous Plans and Prioritization

Figure 4.5 – Sunrise FEC Station



**IV. Public Process, Previous Plans and Prioritization**

**Figure 4.6 – FEC Station Development Projections**

**City of Fort Lauderdale  
South Florida East Coast Commuter Study  
Station Area Build-Out Projections to 2030**

**Overall Notes:**

- Build-out projections developed for land within 1,500' of proposed station location.
- Build-out projections take into account the maximum density and intensity permitted under existing or potentially proposed land use and zoning designations (i.e. future TOD).
- Build-out projections do not take into account current or future market conditions.

**Summary**

	<b>Residential</b>	<b>Commercial</b>	<b>Institutional</b>	<b>Industrial</b>
<b>13<sup>th</sup> Street</b>	<b>2,500</b>	<b>520,000</b>	<b>57,750</b>	<b>0</b>
<b>Sistrunk/Andrews</b>	<b>3,600</b>	<b>1,200,000</b>	<b>31,000</b>	<b>0</b>
<b>Broward Blvd.</b>	<b>2,100</b>	<b>21,600,000</b>	<b>2,828,000</b>	<b>0</b>
<b>17<sup>th</sup> Street</b>	<b>1,400</b>	<b>1,800,000</b>	<b>2,250,000</b>	<b>70,000</b>

**13<sup>th</sup> Street**

Based on T3 Suburban TOD model

Residential

- Rezoning of B-3, and CB along 13<sup>th</sup> Street west to include lots at Dixie Highway intersection, to TOD, creating 37 acres of TOD.
- Density calculated at 30 du/acre, maximum for T3 Suburban TOD model, multiplied by 37 acres equals **1110** units.
- Existing residentially-zoned districts (RMM-25, RM-15) calculated to maximum build-out equals **1403** units.
- Total of the two is 2513, rounded to **2500 units**.

Commercial

- **200,000** SF existing
- Commercial FAR calculated at .2 FAR multiplied by 1.6 million SF, the net SF in proposed TOD, equaling **320,000** SF.
- Total of the two, **520,000 SF**.

Institutional

- Staff projects a 5% increase of existing 55,000 SF Institutional use to **57,750 SF**.

Industrial

- Staff projects total redevelopment of the existing 590,175 SF of Industrial uses.

## IV. Public Process, Previous Plans and Prioritization

Figure 4.6 (Continued)

### Sistrunk—Andrews

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#### Residential

- 18 AC TOD carved from existing B-2 and B-3 zoning.
- TOD density calculated at 50 du/acre, based on Satori representative built project, multiplied by 18 acres equals **900 units**.
- Existing residentially-zoned districts (RMM-25, RMH-25) calculated to maximum build-out equals **745 units**.
- Build-out of 55 acres of existing RAC-UV and RAC-CC zoning calculated at 37 du/acre, average of Satori and Bamboo Flats representative built projects, multiplied by 55, equals 2035 rounded to **2000 units**.
- Total of the three is 3645, rounded to **3600 units**.

#### Commercial

- **400,000 SF** existing.
- TOD commercial FAR calculated at .3 FAR (as per Satori representative built project) multiplied by net SF in TOD, 784,080 SF, equals 235,224 SF, rounded to **235,000 SF**.
- 55 acres of RAC-UV and RAC-CC at .3 FAR (as per Satori) equals 718,740 SF, rounded to **720,000 SF**
- Total of the three, 1,155,000 SF, rounded to **1,200,000 SF**

#### Institutional

- Staff projects a 5% increase of existing 29,341 SF Institutional use to 30,809 SF, rounded to **31,000 SF**.

#### Industrial

- Staff projects total redevelopment of the existing 539,694 SF of Industrial uses.

### Broward Boulevard

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Based on T5/T6 Urban Core TOD model

#### Residential

- **685 Residential units** currently exist within the 1,500' radius.
- Approximately 60% of 69 buildable acres is within the 'Near Downtown' Character Area (as per Downtown Master Plan (DTMP)), equaling 41 AC. Based upon the FDOT T5/T6 Urban Core model, 20% of the land would be developed for residential (8 AC), multiplied by 50 du/acre, based on Avenue Lofts representative built project, equals **410 units**.
- Approximately 40% of 69 buildable acres is within the 'Downtown Core' Character Area (as per DTMP), equaling 28 AC. Based upon the FDOT T5/T6 Urban Core model, 20% of the land would be developed for residential (6 AC), multiplied by 175 du/acre, based on Strada representative built project, equals **1,050 units**.
- Total of the three is **2110 units**.

#### Commercial

- **2,600,000 SF** existing
- Based upon the FDOT T5/T6 Urban Core model, 80% of the 69 buildable acres (2,400,000 SF) would be developed for non-residential, at 80% lot coverage and FAR 10, equals **19,000,000 SF**.

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March 31, 2010

City of Fort Lauderdale · Planning & Zoning Department

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#### IV. Public Process, Previous Plans and Prioritization

Figure 4.6 (Continued)

- Total of the two, **21,600,000 SF**.

##### Institutional

- Staff projects a 5% increase in the existing 2,657,000 SF of Government use for a total of 2,789,850, rounded to **2,800,00 SF**.
- Staff projects a 20% increase of existing 23,572 SF Institutional use to 28,286 SF, rounded to **28,300 SF**

##### Industrial

- Staff projects total redevelopment of the existing 71,533 SF of Industrial uses.

##### 17<sup>th</sup> Street

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##### Residential

- Rezoning of B-3 west of FEC r.o.w. between 15<sup>th</sup> and 17<sup>th</sup> Streets, to TOD, creating 5 acres of TOD.
- TOD density calculated at 37 du/acre, average of Satori and Bamboo Flats representative built projects, multiplied by 5 acres equals **185 units**.
- Existing residentially-zoned district (RM-15) calculated to maximum build-out equals **534 units**.
- South Andrews Master Plan (SAMP) projects residential build-out east of FEC r.o.w at **650 units**. (see commercial calculations for the study area blocks within 1500' radius)
- Total of the three is 1369, rounded to **1400 units**.

##### Commercial

Based on T4 Urban General TOD Model

- **1,000,000 SF** existing
- SAMP within the 1500' radius projects **743,000 SF** of commercial space at build-out. (SAMP study area blocks within 1500' radius: 7,8,9,10,11,12,13,14,15,16,17,23,24,25,27,29,31)
- TOD commercial was calculated by multiplying .3 FAR by net SF in TOD, 217,880 SF, for a build-out of **65,340 SF**.
- Total of the three is 1,808,340 SF, rounded to **1,800,000 SF**.

##### Institutional

- Staff projects a 5% increase in government SF from 518,491 SF to 544,416, rounded to **550,00 SF**.
- Staff projects a 5% increase of existing 1,586,454 SF Institutional use to 1,665,776 SF, rounded to **1,700,000 SF**.

##### Industrial

- **281,995 SF** of industrial uses currently exist..
- The FEC r.o.w. divides the industrial acreage roughly in half. As staff projects redevelopment of all industrial east of the r.o.w. (see commercial calculations above.), approximately 140,996 SF of industrial will remain on west side of r.o.w. Of these **140,996 SF**, approximately half is projected to be redeveloped as TOD, leaving 70,499 SF of industrial uses, rounded to **70,000 SF**.

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March 31, 2010

City of Fort Lauderdale - Planning & Zoning Department

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## V. Redevelopment Strategies

### A. Purpose

This section is designed to outline the major strategies, projects, and programs that are recommended to be implemented by the Middle River/South Middle River/Sunrise Boulevard (MR/SMR/SB) Community Redevelopment Agency. While key components of the CRA's future work plan are outlined, this section is not intended to be an exhaustive list of the projects and programs to be undertaken. This section has been created with suggestions as to implementation keeping in mind that regular review of conditions of the neighborhood and needs of its residents and property owners is vital in creating effective and cost-efficient projects and programs that meet the needs outlined in this Plan.

The following sections provide a description of proposed projects and programs for which funding may be provided by the CRA. For reference purposes, a brief outline of the programs and strategies is provided here:

- **Economic Development Strategy.** New commercial development should focus on neighborhood service businesses and additional development of the major commercial areas along Sunrise Boulevard and the east end of 13<sup>th</sup> Street. Additional of specialty retail through the district to provide services that are demanded is also essential. The CRA can help to attract new uses, provide inducement packages for the recruitment and retention of businesses, assist with marketing and promoting the area, and provide support to the area's merchants association.
- **Housing Strategy.** Most new housing is intended to be provided in conjunction with a mixed-use "transit oriented development" (TOD). Programs for existing residential neighborhoods may focus on code compliance, conservation of existing homes, weatherization and modernization, and providing a mechanism for replacing the deteriorated housing stock in the community. Additional density can be used to provide a redevelopment of the area to better address the housing needs.
- **Infrastructure and Neighborhood Improvements.** Capital projects could include assistance with Traffic Calming and infrastructure improvements. Neighborhood improvements could include sidewalks, lighting, landscaping, and open space.
- **Grant and Financing Programs.** The CRA can provide matching funds for a variety of property improvements such as code compliance and commercial building facades. It can also provide small business loans as well as a number of employment initiatives.
- **Land Acquisition.** The CRA can purchase land for redevelopment and blight removal as well as to facilitate the assembly of larger parcels to be made available to private developers.
- **Planning and Land Use Regulation.** The CRA can undertake a variety of studies to address specific issues, encourage development and promote quality development standards. The CRA may propose and pursue appropriate changes to the Comprehensive Plan or to the zoning and land use regulations.

## V. Redevelopment Strategies

### B. Economic Development Strategy

There are several locations within the district where a mixed use development could fit with the nature of the community and overall redevelopment plans. If a mixed use project is presented, it should include housing and commercial activity. The input from the community during the public sessions of this Plan should serve as an initiation point of the planning process. Final Plans will require approval from the CRA Board, especially if incentives are sought. Potential Economic projects include:

- Redevelopment of the 13<sup>th</sup> Street Corridor Business District
- Development of the TOD at the potential transit station near 13<sup>th</sup> Street
- Expansion of business opportunities along Sunrise Boulevard

### Attraction of New Users

To enhance the economy of the area, the CRA should work to attract additional commercial activity to the area. One of the strategies of the CRA may be to encourage these companies to employ as many residents of the MR/SMR/SB CRA area as possible. The construction of new facilities or redevelopment of existing facilities to be occupied by larger employers will assist the local economy in several ways. These facilities will increase:

1. Employment opportunities for area residents.
2. Area wages, providing more disposable income to the residents.
3. Demand for additional goods and services and thus providing a more attractive marketplace thus attracting new retailers and service providers along with increasing the sales of existing businesses.
4. Taxable values due to new construction or upgrading of existing facilities.
5. Taxable values by adding value to the location of existing commercial properties as the supply of land will not increase but the demand for the land will.

The CRA should also seek to attract small commercial businesses to the area, particularly those who will provide needed neighborhood services. This might include assistance to current residents in establishing a new business venture.

The CRA should also assist with the general marketing and promotion of the area. This could include recruiting businesses to the area, creating outreach and communication media such as an area newsletter, as well as assistance with local special events designed to improve the image and profile of the CRA.



## V. Redevelopment Strategies

### Inducement Packages

The CRA should work to put together the best possible package of inducements to attract users to the area. Each individual project should be reviewed by the CRA in terms of the value to the area. This review should include all benefits such as increase in tax base, number of jobs created, levels of pay of jobs created, potential spin-off effects and other governmental revenues generated by the project. The review should also include the need to provide additional incentives beyond what may already be available and whether these incentives should be in a monetary terms or some other form.

Incentives added to the package by the CRA cannot exceed the anticipated tax increment that will be collected due to the project. The CRA needs to be flexible in its approach and should be willing to prepare innovative ways to incentivize the location of an appropriate business. The CRA should only provide funds for projects that will create lasting impacts on the area such as construction or reconstruction of a facility, public improvements such as roadway or water/sewer improvements, or the training of residents of the area. Incentives can take many forms to create these impacts and may include (but not be limited to):

1. Direct cash or in-kind grants not to exceed a determined percentage of the Tax Increment (TIF) collected due to the construction of the facility
2. A buy-down on the cost of land
3. Contribution toward infrastructure improvements such as water and sewer or roads
4. Reimbursement for equipment or relocation expenses
5. The provision of or payment for worker training
6. The undertaking of roadway improvements
7. Payment of impact fees

Other items may also provide incentive to a company to locate in the area without taking the form of direct cash. The most useful and cost efficient of which is the provision of a staff person from the CRA acting as the liaison or “point” person for the project. This individual, who should have knowledge of the development process, would be responsible for coordinating permit reviews and approvals from the government. The liaison would insure that such reviews or permits were moving as quickly as possible through the approval process and would communicate informational needs to the company and its representatives. This process can save a company tens of thousands of dollars at very minimal expense to the CRA having a greater effect on the bottom line than most any cash inducement.

The enhancement of the tax-base, while a goal focused on by many CRA’s is not the sole purpose for which a redevelopment agency is created. Improvement of resident’s lifestyle must also be a driving factor. Business attraction should be viewed as an avenue to meet this goal. Given this, the CRA should review business locations in terms of job opportunities created for area residents. Incentives can be capped by total amount to be granted, duration of the incentive and/or tied to the creation of the number of jobs that are filled by residents. For example, if a user indicates that 300 new jobs will be created, a package including a direct cash grant or in-kind services not to exceed the value of 50% of the TIF generated by the facility could be offered, with each grant or contributions limit being dependent upon the creation of six (6) new jobs (6 jobs = 1% of TIF; 300 jobs = 50% of TIF).

## V. Redevelopment Strategies

Most importantly, the CRA should not (except in unique and rare instances) provide any incentive other than staff time or improvements that are owned by the public prior to the commencement of hiring of new employment. Incentives should be paid after the increment is collected by the CRA and should be released as the promised jobs are created. These provisions insure that the CRA will not pay for anything that does not create jobs and that there is no additional cost, either direct (payment for improvements) or indirect (inability to undertake another project as funds were allocated to the incentive) prior to the revenue collected by the CRA. Roadway enhancements and other publicly owned project are the exception as value has been added that will presumably be utilized by the public.

The CRA needs to take the role as facilitator between business prospects and all the agencies that will be involved. The CRA, in this lead role, will be responsible to find the greatest amount of non-CRA incentives and inducements available for the prospect and must be prepared to add CRA incentives to this package in order to finalize a deal.

### GOALS:

- a) Creation of a “toolbox” of incentives and inducements to new users to locate/relocate to the CRA.
- b) Attraction of new jobs to the CRA district.
- c) Reduction in unemployment rate of the area residents.
- d) Creation of a CRA Liaison position to assist developers/business navigate the regulatory landscape.
- e) Construction of new buildings leading to additional taxable value.

### Task Completion Indicators:

- a) Significant increase in the taxable value of the CRA district.
- b) 50% reduction in the unemployment rate of area residents.
- c) Construction of buildings and facilities in the CRA that are not subsidized or receive any funding from the CRA.

### **Business Development Programs**

The CRA should seek to create programs that will promote the development of new businesses. While these programs should be open to any business that will locate in the CRA area, specific programs should be developed to assist residents of the CRA in starting new business ventures. Training in business operations, loans and/or grants and buy-down of construction or land costs should also be considered under this program. The CRA should consider seeking other well-established providers of training or other assistance programs and seek to enhance those or similar offerings to CRA residents rather than trying to emulate or re-create that which another group has already proven to be capable of offering.

## V. Redevelopment Strategies

### GOALS:

- a) Attraction/creation of new businesses to the CRA district.
- b) Creation of a “toolbox” of incentives and inducements to create and attract new business ventures to the CRA.
- c) Creation of new job opportunities for CRA residents.
- d) Direct assistance to promote CRA residents’ economic standing.
- e) Creation of new businesses to cater to the needs of local residents.
- f) Development of specialty retail establishments.

### Task Completion Indicators:

- a) Creation of 25 new business ventures.

### **Priority Listing**

The below list represents the appropriate priority ranking of project and programs suggested in this (Economic Development) subsection. It is important to note that feasibility of funding and ease of undertaking was a critical factor in the creation of this listing.

#### **TABLE 5.1 PRIORITY LISTING OF ECONOMIC DEVELOPMENT PROJECTS AND PROGRAMS**

- 1) Attraction of users creating jobs and/or constructing facilities in the area.
- 2) Construction of new retail/office facilities.
- 3) Rehabilitation of existing, useable and viable structures.
- 4) Attraction of new jobs in office/retail/restaurant.
- 5) Attraction and assistance to the creation of the TOD.

The following should be undertaken as soon as funds and/or staff are available:

- a. Creation of a developer/business liaison.
- b. Creation of appropriate incentive programs to attract new construction and jobs to both the industrial and retail areas of the CRA.
- c. Creation of appropriate Business Development Programs to promote the location of small businesses and specialty retail in the CRA and to promote and assist entrepreneurial ventures by residents of the CRA.
- d. Code Compliance and Code Compliance education.
- e. Creation and implementation of design regulations for signage.

## V. Redevelopment Strategies

### C. Housing Strategy

One of the strategies required by the community that could be undertaken by the CRA is a replacement housing program. This strategy is designed to provide additional mixed income housing and capitalize on the recommended transit oriented projects, to add additional vibrancy to the community. The strategy also includes the elimination of substandard housing and development of currently vacant and/or defective infill lots.

#### Housing with Transit Oriented Design (TOD) Characteristics

The CRA must also insure that units in any sizeable housing component of a TOD are provided to a mix of incomes. TOD projects could be considered in the area centered on the potential site of a Rail Station along the FEC Railroad Corridor at 13<sup>th</sup> Street.

- GOALS -
- a) Construction of a TOD at the FEC station property
  - b) Inclusion of mixed income housing units in the TOD
  - c) Revitalization of the housing stock in the central and northwestern segments of the district through additional density and other incentives
  - d) Upzone the area to allow more residential density with the additional density based on the amount of land assembly by the developer

#### Task Completion Indicators:

- a) Construction of the potential TOD project
- b) Inclusion in the TOD of mixed income units
- c) Revision of the Zoning for the area

### Residential Code Compliance

The CRA and County should provide for a program of more vigorous code enforcement and compliance. The CRA should make every effort possible to ensure that there are Code Enforcement Officers dedicated to the MR/SMR/SB CRA District and that they work with residents and property owners in a fair and consistent manner in seeing that all City Codes are followed and all properties are in compliance.

It is a property owner's responsibility to maintain their property to standards outlined in any Code, however, often a situation exists where the property owner(s), particularly single-family homeowners, are not in a financial position to make necessary repairs. With this in mind, the CRA could create and provide funding for a program to assist lower income owner-occupants in complying with the Code. The CRA and Code Enforcement unit need to also work together to educate residents on what is required by Code, the penalties for non-compliance, and how to obtain assistance from non-profit organizations or government programs to assist in making necessary repairs to come into compliance with applicable Codes. Additionally, the CRA should work with and encourage Code Enforcement to be as lenient as possible in initial efforts in the neighborhood. Prior to any strict enforcement, the CRA should provide widespread notification and require that an assistance program be in place.

## V. Redevelopment Strategies

### GOALS :

- a) Elimination of all code violations in the residential areas of the CRA District.
- c) Creation of an educational program to inform property owners of the codes that affect residential property owners.
- d) Creation of a Code Compliance grant and/or loan program.

### Task Completion Indicators:

- a) The elimination of a significant number of code violations on residential properties in the CRA district.
- b) Implementation of the residential code educational program.
- c) Funding and implementation of a Code Compliance grant and/or loan program until such time as significant number of code violations are no longer present in the CRA district.

### **Conservation of Existing Homes**

Efforts should be made to encourage the creation of a MR/SMR/SB Home Repair Program. Such a program could be funded by a multitude of sources including private foundations, the State Housing Initiatives Partnership (SHIP), Community Development Block Grants (CDBG), and other available Federal funding. The program should be designed to assist homeowners with major repairs, modernization and weatherization of their homes. The purpose of the program would be to insure viability of the housing market and to make homes more energy efficient and thus more affordable for the owner to live in. This program should be directed toward the rehabilitation of homes of a historic nature or those where the investment is reasonable.

### GOALS:

- a) Attraction of continued CDBG and SHIP dollars to fund home repair programs in the CRA District.
- b) Attraction of other funding for home repair programs in the CRA district.

### Task Completion Indicators:

- a) Significant reduction in the amount of homes in obvious need of repair and maintenance.

### **Priority Listing**

Many different programs are outlined in this (Housing) subsection without being presented in any order of importance. The below list represents the appropriate priority ranking of project and programs suggested above. It is important to note that feasibility of funding and ease of undertaking was a critical factor in the creation of this listing.

**V. Redevelopment Strategies**

**TABLE 5.2**  
**PRIORITY LISTING OF INFILL AND REPLACEMENT HOUSING**  
**PROJECTS AND PROGRAMS**

- 1) Attraction of Private developers to undertake projects in the CRA district.
- 2) Provide incentives and zoning changes to allow more density in the central and northwestern segments of the District.
- 3) Owner-occupied home rehabilitation (including attraction of CDBG, SHIP, HOME and other non-CRA funds) in the area.
- 4) Acquisition of vacant lots with rights to residential use.
- 5) Aggregation of privately owned (by agreement with owner) and/or publicly-owned lots into groupings appropriate for disposal via Developer RFP for market-rate housing.
- 6) Promote mixed use and TOD projects in the Corridor and recommended locations.
- 7) Disposal of mixed use and TOD assemblages via Developer RFP.
- 8) Replacement or repair of sub-standard housing.

The following should be undertaken as soon as funds and/or staff are available:

- 1) Attraction of Private Developers to invest in the CRA area.
- 2) Work with the City to direct SHIP, CDBG, HOME and other non-CRA dollars to rehabilitate structures.
- 3) Code enforcement efforts.
- 4) Code compliance education.
- 5) Creation of code compliance assistance programs.
- 6) Encouragement of conservation programs for existing residential properties.

These lists are not intended to be a fixed order of undertaking of projects but are instead intended to guide funding decisions and provide a clear direction of project/program importance. It is expected that projects/programs from several of the priority list items will be on-going at any given point in time depending on conditions ranging from availability of land, land costs and external market factors which determine the feasibility of implementation. Again, this list was created with ease of implementation and understanding of realistic funding potential in the early years of the CRA, thus the priorities were not solely listed based on the merits of the project or program.

**D. Infrastructure and Neighborhood Improvement Projects**

Capital projects for the MR/SMR/SB CRA area should be designed to correct drainage issues, improve traffic flow, complete traffic calming, add parking and improve area aesthetics.

## V. Redevelopment Strategies

### ROW and Streetscape Priorities

The ROW and streetscape projects cannot be appropriately prioritized in a manner similar to housing and economic development programs. This is because these projects are costly, are interrelated with other projects, are eligible for State or Federal grants with fixed cycles of application, and will need time to properly plan and design and coordination with the City's General Fund will be required to undertake the project.

The CRA should seek to obtain construction plans as soon as possible on all projects and should seek all grant and outside funding opportunities for all the projects (including developer participation). The projects should be budgeted and implemented in a manner that maximizes outside funding and minimizes the number of disrupting streetscape projects simultaneously being undertaken. The CRA should also seek to time streetscapes so that they are undertaken during a period in which they will be beneficial to attracting private investment into the area.

The residents of the area were particularly concerned with the current condition which is not pedestrian friendly. Walkability improvements will be particularly important if transit oriented development begins to occur in the area. Even without a TOD, access to the proposed transit station should be improved. Such improvements might include the addition and/or widening of sidewalks (when feasible), possible street widening, provision of adequate street lighting and improvements to right-of-way landscaping.

One method to achieve this goal is the development of a street as a pedestrian corridor to bring people to the proposed transit station. The most logical choice would be 11<sup>th</sup> Street since 13<sup>th</sup> street is directed toward commercial activity and 12<sup>th</sup> Street is not continuous through the district. Potential widening of the right-of-way or other design mechanisms should be considered to make this option a reality.

The CRA should consider the position of reopening some of the streets that have been blocked with access from Sunrise Boulevard. It is recognized that the residents requested these closing of streets to fight crime. However, an opening of some of the streets could lead to more development opportunities. It is recommended that this situation be revisited and studied with the concept of the CRA in mind.

### E. Grant and Financing Programs

The CRA should fund grant and/or low interest loan programs to accomplish several of the priorities of the Housing and Economic Development Strategies. Grants should always be designed to include a match from the recipient to insure that the grantee has a financial interest in seeing the funds expended appropriately. Goals and Task Completion Indicators are listed at the end of this subsection.

## V. Redevelopment Strategies

### Code Compliance Grants

The Housing Strategy calls for increased code enforcement which can cause financial hardship on lower income residents (a significant portion of the MR/SMR/SB area population). Many of these individuals have found themselves with violations due to a lack of funds to prevent deterioration or to repair deficiencies that exist on their property. With increased enforcement, the CRA should create a compliance grant program that provides a dollar-for-dollar match for owner-occupants to correct code violations. The program should have a relatively small maximum grant (a recommended start in the initial years would be \$200).

### Property Upgrade Grants/Loans - Residential

A program should be created to assist with major upgrades to property in the district. Eligible expenses should include landscaping upgrades (including irrigation system installation), structural repairs, driveway repair/installation and the like. The purpose of this program is to enhance property values and maintain the existing housing stock. The program should give priority to owner-occupied structures. Additionally, the program could be segregated to provide grants or a preferred interest (or no interest) loans for owner-occupied properties and only loans to rental properties depending on the priorities as determined by the CRA at various times during the life of the program(s).

The CRA should make an effort to leverage these funds with any home-repair or rehabilitation grant program provided with Community Development Block Grants (CDBG), State Housing Initiatives Partnership (SHIP) Program or any other source of home repair funding that the CRA can locate.

### Property Upgrade Grants/Loans – Commercial/Industrial

Another program similar to the residential program should be created to assist commercial/industrial property owners to enhance their properties. Items that can enhance visibility, area aesthetics and thus property values should be encouraged. Items such as installation of landscaping, parking lot repair/resealing/restriping, and façade improvements should be typical projects allowed by the program. Funds should only be distributed as a grant with a match from the property owner or as a low-interest loan. Additionally, the CRA should make every effort to leverage these dollars with other available funding.

- GOALS:
- a) Implementation of the Code Compliance Grant Program.
  - b) Complete elimination of long-term code compliance issues in owner-occupied properties.
  - c) Implementation of a residential upgrade program.
  - d) Implementation of a commercial/industrial upgrade program.
  - e) Increase in appearances and aesthetics of residential properties in the CRA.
  - f) Increase in appearances and aesthetics of commercial and industrial properties in the CRA.



## V. Redevelopment Strategies

### Task Completion Indicators:

- a) Development of a program for Code Compliance and general upgrade of the area.

### Employment Initiatives

The CRA could work with other area providers to promote career counseling and employment training to assist the unemployed and underemployed attain jobs or better jobs. The programs should be offered in conjunction with the creation of jobs in the area and in the designated commercial corridors. In this instance it is desirable for the programs to be provided by outside agencies/non-profit organizations with some funding from the CRA. The CRA should try to avoid being the actual provider of services.

GOALS: a) Creation and implementation of job assistance programs.

### Task Completion Indicators:

- a) 50% reduction in unemployment rate of MR/SMR/SB CRA area residents.

## F. Land Acquisition

One of the activities of a CRA could consider is land acquisition. The Housing and Economic Development Strategies illustrate the significance of owning and controlling land. Once it owns land, the CRA could be poised to strongly encourage development of vacant parcels as envisioned by the residents of the neighborhood and in a well planned and designed manner that enhances livability, increases employment opportunities, increases the tax base and promotes a strong and stable neighborhood. One of the principal objectives of a land acquisition policy is to facilitate projects that meet the Redevelopment Plan goals.

The MR/SMR/SB CRA may exercise this power to acquire land if it meets the objectives of the Plan and is required for the facilitation of a project. A potential priority list of the areas where the property could be acquired is:

- 1) Those that back up to Sunrise Boulevard properties to allow more depth for the commercial lots.
- 2) The area consisting principally of duplexes in the northwest panhandle of the district.
- 3) Areas around the potential TOD project.

GOALS: Outlined elsewhere in this section and/or Section VI

### Task Completion Indicators:

Outlined elsewhere in this section and/or Section VI

## V. Redevelopment Strategies

### G. Planning and Pursuit of Land Use and Zoning Changes

The CRA may undertake various planning efforts to promote the redevelopment of the CRA in a manner consistent with the goals of the CRA Plan. Planning activities might include:

1. Update the CRA Redevelopment Plan as necessary to incorporate new information and changed conditions.
2. Study specific needs and issues such as workforce housing, parking, neighborhood stabilization, or open space.
3. Increase density to allow more residential development in the district.
4. Increase employment and business opportunities in the CRA.
5. Improve street appearance and function.

#### GOALS:

- a) Promote good planning principles.
- b) Turnover or assembly of substandard housing.
- c) Increased density for the central and northwestern portions of the district.

#### Task Completion Indicators:

- a) Prepare an Overlay District to meet the area's needs.
- b) Assembly of property.

### H. Community Policing

The CRA may be useful in preventing and combating crime as a part of the redevelopment process. One of the tools is to contribute to the funding of Community Policing within the Redevelopment Area. Reducing crime will encourage private investment, the key to a successful redevelopment process.

#### Advantages of Community Policing

- Prevent and reduce crime within the Redevelopment Area.
- Improve police and community relationships.
- Forge community problem solving collaboration.
- Work closely with the School Board and Police Department in preventing crime within the local public schools within the Redevelopment Area.
- Work closely with code enforcement to stabilize the area.
- Create confidence in the private sector to make investments in the Redevelopments Area.
- Eliminate the blighting influence of crime.

## V. Redevelopment Strategies

### Elements of the program could include:

- Assist in establishing a community policing program which will include new police positions including police officers, crime prevention officers, school resource officers, crime prevention equipment and other administrative support.
- Fund equipment needs for the program including surveillance equipment and monitoring.
- Fund code enforcement as it relates to community policing.
- Use the program to attract other funding sources.

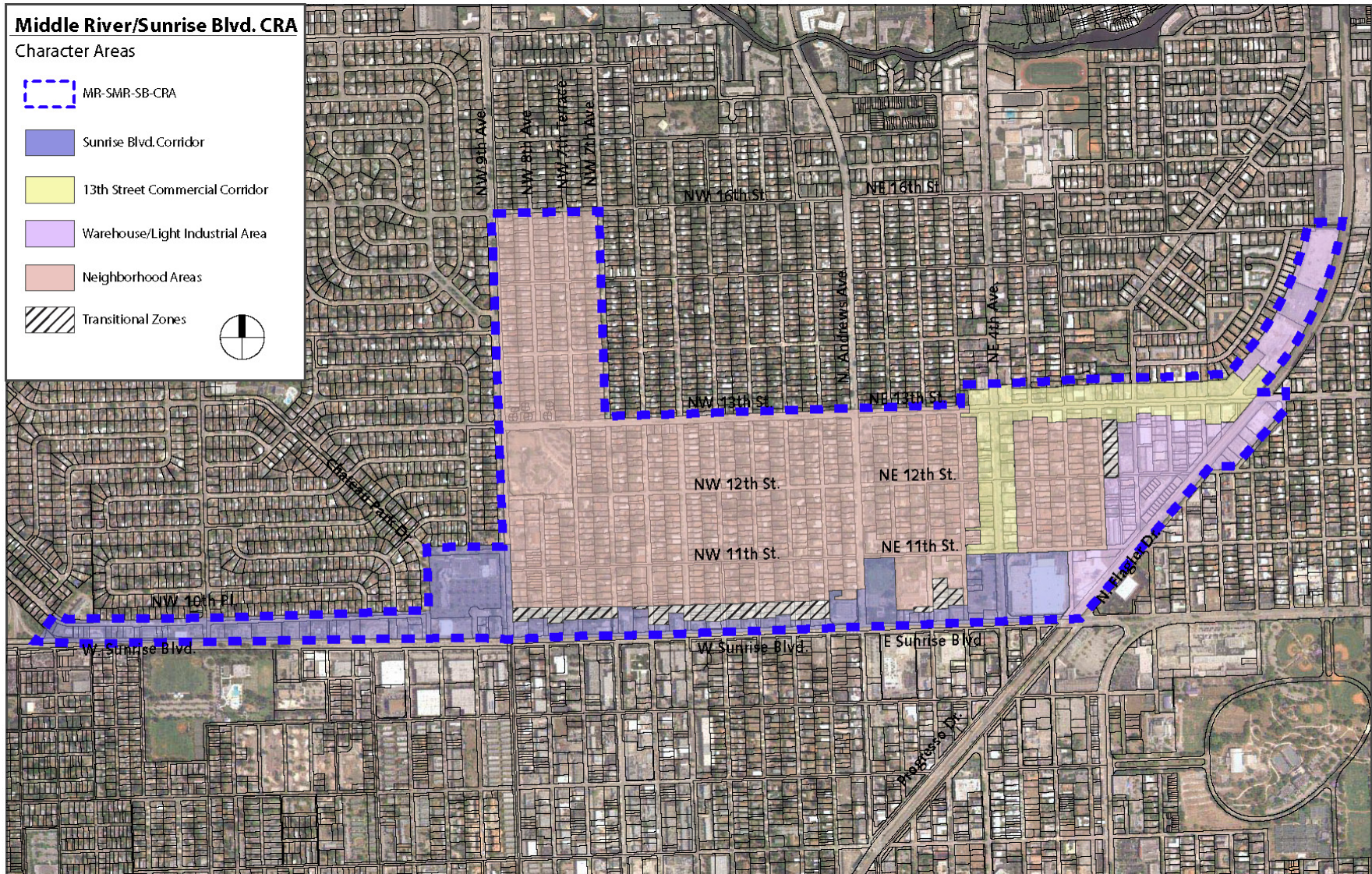
### I. Administration

Appropriate allocations must also be made by the CRA to cover expenditures that must be made for administration of the CRA Program. Staff and other costs incurred by the City for services provided to the CRA may be reimbursed by the Agency based on an agreement between the parties.

The Agency will also need to regularly contract for planning, engineering and/or other professional services in order to undertake and administer projects and programs contained in this Plan and to comply with all laws and policies of the Agency or its governing body.

A depiction of potential development is found on the Exhibit that follows.

### V. Redevelopment Strategies



## V. Redevelopment Strategies

### J. Other Issues

The City of Fort Lauderdale should also consider expanding the boundaries of the CRA. Several significant issues regarding the boundaries exist and should be addressed. The consideration of the expansion of the boundaries should be considered for the following reasons.

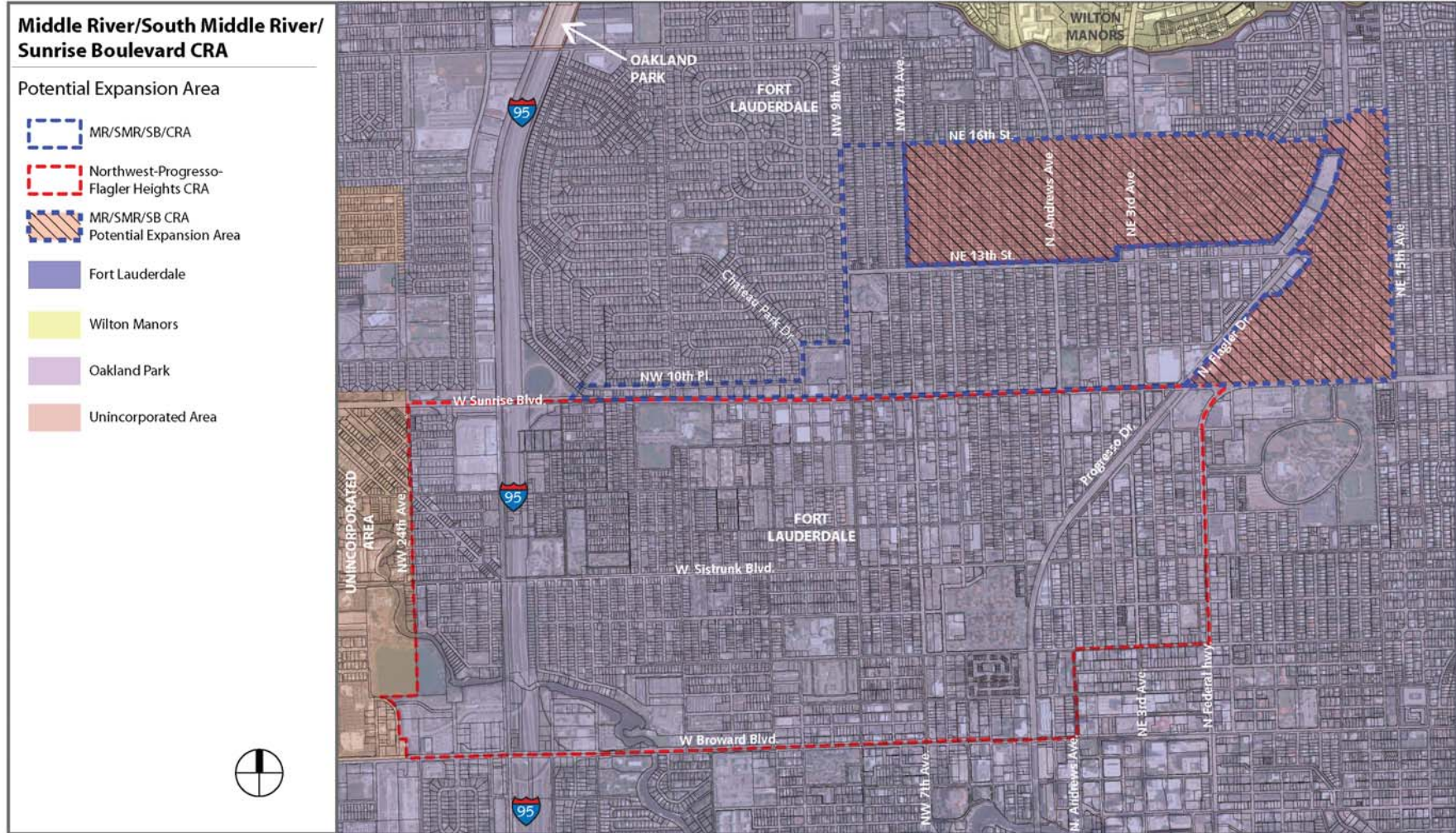
- To keep communities together.
- To take full advantage of the potential TOD project at 13<sup>th</sup> Street.
- To implement the potential Traffic Calming programs north of 13<sup>th</sup> Street.
- To expand the Tax Base of the District to enable the CRA to more readily complete its mission.

The potential areas of expansion are:

- Northward to 16<sup>th</sup> Street or the municipal boundaries.
- Eastward to 15<sup>th</sup> Avenue or Federal Highway.
- Westward to I-95.
- Square off the boundaries of the district.

A map of the potential expansion areas follows.

### V. Redevelopment Strategies



## VI. Implementation Plan

### A. Implementation Through the Financing Plan

The priorities discussed in Section IV have been transformed into the redevelopment strategies presented in Section V. The following section identifies the financing program for the projects and the implementation of the overall program.

#### Assumptions

Several assumptions must be made in order to make any meaningful projections. The most important assumption is the amount of growth in taxable value. Property values throughout the region have experienced a sharp decline over the past four years. Although this trend appears to have ended, future growth is likely to be limited. The Taxable Value of the CRA area for FY 2011 is \$162,010,550.

Financing for the Middle River/South Middle River/Sunrise Boulevard (MR/SMR/SB) CRA is based primarily on the increase in value generated by the improvements to the area. The increase in Taxable Value must be considered when addressing the potential to collect revenue for the CRA. The growth in Taxable Value was estimated to anticipate the revenue available. One major project that is likely to increase the Taxable Value of the district is the development of the TOD project at 13<sup>th</sup> Street. It is estimated that this project would come on line in the year 2022. However, a more aggressive strategy could occur.

Table 6.1 lists the projections of the Taxable Value and the growth rate through the year 2025

**TABLE 6.1  
PROJECTION OF TAXABLE VALUE  
MR/SMR/SB CRA**

Year	Taxable Value	Percent Change
2011	\$162,010,550	0.0%
2012	\$162,010,500	0.0%
2013	\$165,250,761	2.0%
2014	\$168,555,776	2.0%
2015	\$171,926,892	2.0%
2016	\$177,084,698	3.0%
2017	\$182,397,239	3.0%
2018	\$191,517,101	5.0%
2019	\$201,092,956	5.0%
2020	\$211,147,604	5.0%
2021	\$221,704,985	5.0%
2022	\$243,875,483	10.0%
2023	\$268,263,031	10.0%
2024	\$295,089,334	10.0%
2025	\$309,843,801	5.0%

## VI. Implementation Plan

The millage rates that generate the TIF are assumed to stay constant at FY 2011/2012 levels, which are 4.1193 for the City of Fort Lauderdale Millage Rate. Broward County will not contribute to this CRA. Under State law, the taxing agency that applies the millage rate may retain between 5% and 50% of the incremental taxes as negotiated by the parties. For this analysis, it is estimated that 95% of the increment will be applied.

### Revenue Projections

The MR/SMR/CB Community Redevelopment Agency is estimated to be established in Fiscal Year 2012 with the objective of promoting a wide range of community improvements and redevelopment activities. The CRA provides a mechanism for capturing the tax increment generated by the increase in taxable value over the Base Year. Over the 30-year life of the CRA, this stream of funds is a substantial amount.

Table 6.2 summarizes the flow of revenue from TIF generated by the CRA. An explanation of the key points demonstrated by this table follows below:

The leftmost column indicates the Fiscal Year. The fiscal year runs from October 1 through September 30, thus FY 2011 runs from October 1, 2010 to September 30, 2011. It is estimated that the County will establish the Redevelopment Trust Fund with sufficient timing to utilize the 2012 taxable values as the base year. Revenue, therefore, begins with the year 2012, assumed to be the Base Year for the CRA, and continues through 2041. This is a total of 30 years; the actual life of the CRA.

The Taxable Value (second column) indicates the total value subject to ad valorem taxation within the CRA boundary based on the projections of growth previously discussed. The initial value of \$162,010,550 is the Base Year value; the difference between the Taxable Value for any given year and this value represents the Annual Increment for that year (third column), or the amount from which the Tax Increment is calculated.

The Annual TIF (column four) is applied to the Annual Increment and is calculated by applying the Ad Valorem Rate. Currently, the Total CRA Millage Rate is 4.1193 mils. By law, the actual tax increment that is funded to the CRA is limited to 95% of that amount.

The final column indicates the cumulative funds available to the CRA for improvements or programs.

Using these assumptions, the table demonstrates that the anticipated CRA revenues will not rise to any appreciative level until the year 2022 (over \$300,000). TIF revenue will not reach near the \$1 million annual level until the year 2031. Over the life of the CRA, the cumulative tax increment collected by the CRA will exceed \$25 million. This cumulative amount is, of course, considerably less in present value. What follows is an analysis of a possible funding strategy for managing the flow of funds over the life of the CRA.



## VI. Implementation Plan

**TABLE 6.2**  
**MIDDLE RIVER/SOUTH MIDDLE RIVER/SUNRISE BOULEVARD CRA**  
**PROJECTIONS OF TIF**

	Year	Taxable Value	Rate of Growth	Incremental Value	Tax Rate	Incremental Taxes	TIF Amount	Cumulative TIF
0	2011	\$162,010,550	0	0	4.1193	0	0	0
1	2012	\$162,010,550	0	0	4.1193	0	0	0
2	2013	\$165,250,761	2	\$3,240,211	4.1193	\$13,347	\$12,680	\$12,680
3	2014	\$168,555,776	2	\$6,545,226	4.1193	\$26,962	\$25,614	\$38,294
4	2015	\$171,926,892	2	\$9,916,342	4.1193	\$40,848	\$38,806	\$77,100
5	2016	\$177,084,698	3	\$15,074,148	4.1193	\$62,095	\$58,990	\$136,090
6	2017	\$182,397,239	3	\$20,386,689	4.1193	\$83,979	\$79,780	\$215,870
7	2018	\$191,517,101	5	\$29,506,551	4.1193	\$121,546	\$115,469	\$331,339
8	2019	\$201,092,956	5	\$39,082,406	4.1193	\$160,992	\$152,943	\$484,281
9	2020	\$211,147,604	5	\$49,137,054	4.1193	\$202,410	\$192,290	\$676,571
10	2021	\$221,704,985	5	\$59,694,435	4.1193	\$245,899	\$233,604	\$910,175
11	2022	\$243,875,483	10	\$81,864,933	4.1193	\$337,226	\$320,365	\$1,230,540
12	2023	\$268,263,031	10	\$106,252,481	4.1193	\$437,686	\$415,802	\$1,646,342
13	2024	\$295,089,334	10	\$133,078,784	4.1193	\$548,191	\$520,782	\$2,167,124
14	2025	\$309,843,801	5	\$147,833,251	4.1193	\$608,970	\$578,521	\$2,745,645
15	2026	\$325,335,991	5	\$163,325,441	4.1193	\$672,786	\$639,147	\$3,384,792
16	2027	\$341,602,791	5	\$179,592,241	4.1193	\$739,794	\$702,805	\$4,087,597
17	2028	\$358,682,930	5	\$196,672,380	4.1193	\$810,153	\$769,645	\$4,857,241
18	2029	\$376,617,077	5	\$214,606,527	4.1193	\$884,029	\$839,827	\$5,697,069
19	2030	\$395,447,931	5	\$233,437,381	4.1193	\$961,599	\$913,519	\$6,610,587
20	2031	\$415,220,327	5	\$253,209,777	4.1193	\$1,043,047	\$990,895	\$7,601,482
21	2032	\$456,742,360	10	\$294,731,810	4.1193	\$1,214,089	\$1,153,384	\$8,754,866
22	2033	\$502,416,596	10	\$340,406,046	4.1193	\$1,402,235	\$1,332,123	\$10,086,989
23	2034	\$552,658,255	10	\$390,647,705	4.1193	\$1,609,195	\$1,528,735	\$11,615,725
24	2035	\$580,291,168	5	\$418,280,618	4.1193	\$1,723,023	\$1,636,872	\$13,252,597
25	2036	\$609,305,727	5	\$447,295,177	4.1193	\$1,842,543	\$1,750,416	\$15,003,013
26	2037	\$639,771,013	5	\$477,760,463	4.1193	\$1,968,039	\$1,869,637	\$16,872,649
27	2038	\$671,759,564	5	\$509,749,014	4.1193	\$2,099,809	\$1,994,819	\$18,867,468
28	2039	\$705,347,542	5	\$543,336,992	4.1193	\$2,238,168	\$2,126,260	\$20,993,728
29	2040	\$740,614,919	5	\$578,604,369	4.1193	\$2,383,445	\$2,264,273	\$23,258,000
30	2041	\$777,645,665	5	\$615,635,115	4.1193	\$2,535,986	\$2,409,186	\$25,667,187

## VI. Implementation Plan

### Funding Strategy

Revenue projections from a steady source of funds such as a CRA tax increment can be used to finance a number of catalytic programs designed to trigger the redevelopment of the area. This is the essence of a redevelopment plan. Prior planning efforts, with community involvement, have yielded a lengthy list of projects and improvements desired. The CRA revenue stream can be allocated to accomplish these projects in some order of priority.

The primary source of revenue is, of course, the tax increment. As previously discussed, this begins as a modest amount, but grows in successive years as long as redevelopment and general economic growth keep increasing the Taxable Value of the properties within the CRA. Other sources of funding, such as grants from various state and federal agencies, can and should be pursued.

The revenues could also assume benefit from cash infusions from loans. Since tax increment takes some time to build up, it is common to borrow against the future revenue stream in order to undertake key projects more quickly. Of course, this adds debt service to the list of expenditure items, and has to be planned for accordingly. In the early years, the CRA will not have an established track record and will not have a large enough increment to cover a substantial bond issue, and will consequently not be able to finance a conventional bond issue. Due to this increased risk, this loan may be for a shorter maturity and a higher interest rate than could be anticipated from issuing revenue bonds. Additionally, the CRA may require assistance from the City in terms of backing for the loan, in the early years.

A conventional bond issue can be undertaken once the CRA has sufficient annual revenues as well as an established track record. It is believed that such a track record will prevent the need for additional backing of these loans by the City, however such a backing may be possible for a limited time to reduce debt payments in the initial years. The projections indicate that the annual funds flow will continue to increase, so that the CRA will be able to support additional debt in the future.

### CRA Potential Expenditures

The financial projections discussed here allow the CRA to budget for anticipated expenses to achieve the goals of the community vision. Most of the bond proceeds will be directed to paying for capital improvements and land acquisition. In addition, the tax increment funds will provide a substantial cash flow for other programs and activities, as well as the administrative overhead needed to further the community's objectives. These programs and expenditures are discussed in greater detail in Section V of this report with targets and goals outlined later in that section.

## VI. Implementation Plan

### B. Identification of Catalyst Projects/Programs and 10-year Goals

#### Economic Development Projects and Programs

- 1) Attraction of users creating jobs and/or constructing facilities in the area.
- 2) Construction of new retail/office facilities.
- 3) Rehabilitation of existing, useable and viable structures.
- 4) Attraction of new jobs in office/retail/restaurant.
- 5) Attraction and assistance to the creation of the TOD.

The following should be undertaken as soon as funds and/or staff are available:

- a. Creation of a developer/business liaison.
- b. Creation of appropriate incentive programs to attract new construction and jobs to both the industrial and retail areas of the CRA.
- c. Creation of appropriate Business Development Programs to promote the location of small businesses in CRA and to promote and assist entrepreneurial ventures by residents of the CRA.
- d. Code Compliance and Code Compliance education.
- e. Creation and implementation of design regulations for signage.

#### Housing Projects and Programs

- 1) Attraction of Private developers to undertake projects in the CRA district.
- 1) Provide incentives and zoning changes to allow more density in the central and northwestern segments of the District.
- 2) Owner-occupied home rehabilitation (including attraction of CDBG, SHIP, HOME and other non-CRA funds to the area.
- 3) Acquisition of vacant lots with rights to residential use.
- 4) Aggregation of privately owned (by agreement with owner) and/or publicly-owned lots into groupings appropriate for disposal via Developer RFP for market-rate housing.
- 5) Promote mixed use and TOD projects in the Corridor and recommended locations.
- 6) Disposal of mixed use and TOD assemblages via Developer RFP.
- 7) Replacement of sub-standard housing.

## VI. Implementation Plan

The following should be undertaken as soon as funds and/or staff are available:

- 1) Attraction of Private Developers to invest in the CRA area.
- 2) Work with the City to direct SHIP, CDBG, HOME and other non-CRA dollars to rehabilitate structures.
- 3) Code enforcement efforts.
- 4) Code compliance education.
- 5) Creation of code compliance assistance programs.
- 6) Encouragement of conservation programs for existing residential properties.

### ROW and Streetscape Priorities

Capital projects for the MR/SMR/SB area should be designed to correct drainage issues, improve traffic flow, complete traffic calming, add parking and to improve area aesthetics. The development of a pedestrian corridor through the district should also be considered.

### Planning and Pursuit of Land Use and Zoning Changes

1. Update the CRA Redevelopment Plan as necessary to incorporate new information and changed conditions.
2. Study specific needs and issues such as workforce housing, parking, neighborhood stabilization, or open space.
3. Increase density to allow more residential development in the district.
4. Increase employment and business opportunities in the CRA.
5. Improve street appearance and function.

### Community Policing

Elements of the program could include:

- Assist in establishing a community policing program which will include new police positions including police officers, crime prevention officers, school resource officers, crime prevention equipment and other administrative support.
- Fund equipment needs for the program including surveillance equipment and monitoring.
- Fund code enforcement as it relates to community policing.
- Use the program to attract other funding sources.

## VI. Implementation Plan

### Administration

Appropriate allocations must also be made by the CRA to cover expenditures that must be made for administration of the CRA Program. Staff and other costs incurred by the City for services provided to the CRA may be reimbursed by the Agency based on an agreement between the parties.

The Agency will also need to regularly contract for planning, engineering and/or other professional services in order to undertake and administer projects and programs contained in this Plan and to comply with all laws and policies of the Agency or its governing body.

### Expansion of the District

The City of Fort Lauderdale should also consider expanding the boundaries of the CRA. Several significant issues regarding the boundaries exist and should be addressed. The consideration of the expansion of the boundaries should be considered for the following reasons.

- To keep communities together.
- To take full advantage of the potential TOD project at 13<sup>th</sup> Street.
- To effect the potential Traffic Calming programs north of 13<sup>th</sup> Street.
- To expand the Tax Base of the District to enable the CRA to more readily complete its charge.

The potential areas of expansion are:

- Northward to 16<sup>th</sup> Street or the municipal boundaries.
- Eastward to 15<sup>th</sup> Avenue or Federal Highway.
- Westward to I-95.
- Square off the boundaries of the district.

## VII. Exit Strategy

### A. When is Redevelopment Complete?

One of the most difficult concepts in the implementation of a Community Redevelopment Agency is to gauge when redevelopment is completed. This is because redevelopment is never actually “complete.” The Community Redevelopment Agency or any other entity can always find more projects and/or more programs to fund to make an area better. However, CRAs have finite lives and a timeframe established when the regular stream of revenues reverts back to the City of Fort Lauderdale to carry out the full breath of its mission to provide regular services to the residents and businesses of the City. It is the intent of this section to modify the question of “When is redevelopment complete?” to “when has the Community Redevelopment Agency completed its assigned task?”

### B. When has the Community Redevelopment Agency Completed its Assigned Task?

This Community Redevelopment Plan outlines the work plan for the Middle River/South Middle River/Sunrise Boulevard Community Redevelopment Agency. Many projects and programs are contained within this Plan. The completion of the Community Redevelopment Agency’s work and the subsequent end or “sunset” of the Agency will wither be based on the reaching of the 30 years it may be allowed to operate, or the completion of all anticipated projects and substantial advancement of goals and objectives of the described programs and the repayment of any and all debt.

Once all of the following questions can be answered affirmatively, the CRA should be closed down and the Redevelopment Trust Fund should cease to exist.

- 1) Have all of the projects outlined and/or contemplated by this Community Redevelopment Plan been completed and paid for including related debt (except for on-going maintenance of the projects)?
- 2) Have the programs outlined and/or contemplated by this Community Redevelopment Plan been implemented and substantially impacted the community and/or met their stated goals?
- 3) Has all debt from the implementation of projects and programs been retired?

### C. Five (5) Year Plan Review as a Method of Mitigating Changes in Local Conditions

While the above questions should trigger the completion of CRAs efforts, it is would not be wise to stick to the absolutes of the original list of projects and programs to be undertaken by the CRA as outlined in the first CRA Plan adopted. Conditions under which the Agency operates, including conditions of the neighborhood and local market conditions will change over time. When conditions change or can reasonably be expected to change, the Plan should be amended to provide for alteration to projects and programs or to provide for new projects and/or programs to address new conditions.

## VII. Exit Strategy

With this in mind, this Community Redevelopment Plan will be evaluated at a minimum, once every five (5) years after its initial adoption. During this review, the adequacy of projects and programs contained in the Plan and those created and implemented within the recommendations in the Plan shall be assessed. Projects that are no longer necessary, are out-dated, or those no longer in the best interests of the community should be removed from the plan.

The five-year evaluation shall also be a period for the formulation and inclusion into the Plan (by the appropriate amendment procedures as outlined in F.S. Chapter 163 Part III) of new projects and programs that will address the new conditions or contemplated conditions. The five-year evaluation shall in no way however, inhibit or prevent the Middle River/South Middle River/Sunrise Boulevard Community Redevelopment Plan from being amended or new programs or projects from being created and implemented at any other time as long as such plan amendments or new project/programs are in conformance with any interlocal agreements and F.S. Chapter 162 Part III.

### D. Termination of Tax Increment Payments

This program requires a regular review of the progress of the CRA and the completion of projects. In the later years, the CRA may find that most of the projects have been completed. While some tax increment would still be needed to fund a few on-going programs, the majority of the tax increment may not be needed to complete the programs. At this time, the review should be focused on determining if the minimal programs still in need of funding are necessary to be completed or might have other potential sources of funding. Upon completion of this review, a determination could be made as to whether to continue tax increment collections at full levels, reduce the percentage of the tax increment collected, or whether the goals and objectives of the CRA have been met and it is time to sunset the CRA.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.



BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

#### 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

#### 1.11 SCRUTINIZED COMPANIES

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2016), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2016), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2016), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2016), as may be amended or revised.

#### 1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

### Part II DEFINITIONS/ORDER OF PRECEDENCE:

#### 2.01 BIDDING DEFINITIONS

The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

REQUEST FOR QUALIFICATIONS (RFQ) when the City is requesting qualifications from qualified Proposers.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

#### 2.02 SPECIAL CONDITIONS:

Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

### PART III BIDDING AND AWARD PROCEDURES:

#### 3.01 SUBMISSION AND RECEIPT OF BIDS:

To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the

presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer'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 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 Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer'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 Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer 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 Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.
- If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.
- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.19 BID PROTEST PROCEDURE: 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/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

#### **PART IV BONDS AND INSURANCE**

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.
- Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.
- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

**PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Safety Data Sheet (SDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
  2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
  3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

**5.22 PUBLIC RECORDS**

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

Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2016), as may be amended or revised, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

**NAME**

**RELATIONSHIPS**


**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.

Please indicate which credit card payment you prefer:

\_\_\_\_\_ MasterCard

\_\_\_\_\_ Visa Card

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title



**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.  
Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.  
Business Name

BIDDER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_  
NAME SIGNATURE DATE

**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) \_\_\_\_\_ EIN (Optional): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (**section 1.02 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (**section 1.09 of General Conditions**): MBE \_\_\_\_ WBE \_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSYNC you must also click the "Take Exception" button.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title

## Question and Answers for Bid #575-11935 - Central City Rezoning Consultant

### Overall Bid Questions

There are no questions associated with this bid.

## Central City Rezoning Consultant

Solicitation #575-11935


### PREPARED JUNE 2017 FOR:

The City of Fort Lauderdale  
100 N. Andrews Avenue, #619  
Fort Lauderdale, FL 33301

- Comprehensive Planning
- Redevelopment Planning
- Neighborhood Studies
- Corridor Studies
- Economic Impact Analysis
- Urban Design
- Municipal Services
- Planning and Zoning
- Expert Witness

### The Mellgren Planning Group

3350 NW 53rd Street, Ste. 101  
Fort Lauderdale, FL 33309

 954.475.3070

 office@floridaplanning.net





3350 NW 53rd Street  
Suite 101  
Ft. Lauderdale, FL 33309  
P. 954.475.3070  
F. 954.475.9550

[FLORIDAPLANNING.NET](http://FLORIDAPLANNING.NET)

June 7, 2017

AnnDebra Diaz  
Purchasing Division  
City of Fort Lauderdale  
100 N. Andrews Avenue, #619  
Fort Lauderdale, FL 33301

**Re: Request for Proposals for Central City Rezoning Consultant (RFP No. 575-11935)**

Dear Ms. Diaz:

The Mellgren Planning Group (TMPG) is pleased to submit our response to RFP No. 575-11935, Central City Rezoning Consultant. TMPG is a south Florida firm established in 1998, and widely recognized for our expertise in planning, zoning, and land use. Our professionals have extensive experience in writing and administering zoning codes, land development regulations, and comprehensive plan updates. Comprised of skilled and experienced urban planners and designers, the firm has successfully completed extensive or complete code rewrites for more than a dozen local governments in Florida, multiple Regional Activity Centers (RACs), and numerous partial and complete comprehensive plan updates.

The following makes TMPG uniquely qualified to complete the tasks outlined in the scope of work:

**Public and private sector experience.** TMPG staff has served in both public and private sectors. As individuals, we have extensive experience as municipal government employees. As a firm, we have worked on behalf of dozens of local municipalities and have served as project manager for numerous private sector clients. Our unique understanding of both positions makes our team sensitive to the processes, needs, and pressures of municipalities and developers;

**Unmatched, extensive experience.** We not only write codes, but apply them and provide expert witness testimony on them. As a result, our codes are thoughtful from all angles and, therefore, very defensible;

**Consistent quality over quantity.** We work on code projects individually, not en masse. Rote experience in code writing does not assure an excellent work product. In fact, throughout our experience providing expert witness testimony and administering development regulations we have seen firms who produce codes in mass quantities tend to suffer the consequences of cut and paste; and

**Significant experience in changing urbanized areas.** We have experience with urbanizing areas struggling with economic development and growth pressures, and understand the need for municipalities to effectively plan for growth and differentiate from others in the region.

We are very excited about the prospect of undertaking this project and think you will agree that we offer the spectrum of experience that the City of Fort Lauderdale seeks. Please contact me if you need any additional information as you consider our proposal. As the overall project manager, I can be reached by phone or email. We look forward to further discussions about how we can successfully partner with you to complete the work outlined in the scope of services.

Very truly yours,



Michele C. Mellgren, AICP, NCI-C  
Principal- In-Charge  
Michele@floridaplanning.net

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## Tab 1: Executive Summary



# Executive Summary



## Business Entity & Main Office Location

Firm: The Mellgren Planning Group  
Place of Business: 3350 NW 53rd Street, Suite 101;  
Fort Lauderdale, FL 33309.  
Year Established: 1998  
Type of Organization: Corporation  
Primary Contact: Michele C. Mellgren, AICP  
Email: michele@floridaplanning.net  
Telephone: 954-475-3070  
Website: floridaplanning.net

## Background, Officers, and Staff Involved

The Mellgren Planning Group (TMPG) was created almost 20 years ago by Michele Mellgren, AICP, who had served in the Town of Davie as Development Services Director and, prior to that, in the City of Fort Lauderdale in the Economic Development Department. Founded in 1998 as an S-Corporation, the firm is located in the Fort Lauderdale Commerce Park, proximate to Executive Airport; minutes from the CRA.

Michele established the firm as a sole practitioner and has held fast to the vision of the company as a customer centric firm providing services to local governments and a select group of private clients. She has achieved that vision by ensuring that the company remains a boutique planning firm that values each of its clients and provides individualized customer service. The company has grown solely by word of mouth, relying only on its excellent reputation to sustain itself, without advertising or marketing.

Today, the company is comprised of 3 senior staff members who have a breadth and depth of experience in all facets of planning and zoning, and two additional planners with unique specialties in community planning and urban design. We work as a team on projects to create a holistic approach and lend comprehensive expertise. If TMPG is selected, you will have the benefit of the following team members to successfully complete this project:

**Michele C Mellgren, AICP.** Principal-in-Charge. Personally involved in all projects.

**Jeff Katims, AICP, CNU-A.** Managing Principal. Specializes in coding, including form based and hybrid codes.

**Althea Jefferson, AICP.** Senior Associate. Extensive experience in project management and public participation, as well as code writing.

# Executive Summary



**Rebekah Dasari, CNU-A. Community Development Planner.** Experienced in GIS, as well as CRA issues and CRA plan implementation.

**Kaitlyn Forbes, CNU-A. Urban Designer.** Significant graphic visualization capabilities.

**Tim Haynes, Graduate Intern.** Research skills.

Of these team members, Michele Mellgren, Rebekah Dasari, and Kaitlyn Forbes also bring formal training by the National Charrette Institute and are experienced in creating successful public participation programs that result in community consensus.

## Key Elements of Proposal

Our response to the City's solicitation underscores the fact that we are well qualified to undertake this project. Our staff has more than 100 years of combined experience and the firm has a proven track record. We believe that our approach and preliminary scope contained herein will demonstrate to you that we have a firm understanding of what the CRA desires to achieve --- a solid foundation for redevelopment that is embraced by the community --- and that The Mellgren Planning Group can successfully shepherd this effort. In no small part, our previous successes are due to our ability to craft creative solutions to address complex issues.

As demonstrated in our project examples, TMPG has focused on redevelopment and economic development issues in recent years. We hone in on economic development drivers that will spur redevelopment, create jobs and help grow the local economy. We have accomplished this through land use analyses and policy development, economic impact analyses, and through preparing a variety of differing types of zoning and land development regulations for implementation.

## Tab 2: Experience & Qualifications



# Experience and Qualifications



## Years in Business and Business Structure

Business Name: The Mellgren Planning Group, Inc.  
Primary Contact: Michele C. Mellgren, AICP  
Place of Business: 3350 NW 53rd Street, Suite 101;  
Fort Lauderdale, FL 33309.  
Year Established: 1998  
Type of Organization: Corporation  
Email: michele@floridaplanning.net  
Website: www.floridaplanning.net  
Telephone: 954-475-3070  
Website: floridaplanning.net

The Mellgren Planning Group (TMPG) is a Florida corporation established in 1998. TMPG is a full-service boutique planning firm, and has provided a wide array of planning, zoning, and land use services to municipal and private clients throughout the State of Florida on an individual basis and under continuing services contracts. Services include:

- General planning
- Urban design
- Housing studies
- Community redevelopment plans
- Neighborhood master plans, small area plans, and corridor studies
- Comprehensive planning
- Evaluation and Appraisal Reports and amendments
- Economic impact and land use analyses
- Land development services
- Creating and implementing full and partial land development codes, including form based codes
- Expert witness consulting services
- GIS mapping
- Public participation, community outreach and visioning, and consensus building
- Development review and citizen customer service

# Experience and Qualifications



TMPG has performed work in thirty-one (31) municipalities in eleven (11) Florida counties, and currently has continuing services contracts for municipal planning and development review with seven (7) municipalities. TMPG project staff has previously worked for municipal governments prior to entering the private sector. This allows the team to understand the concerns of public officials and communicate effectively through skills honed as public sector employees. As consultants, our firm has learned to maximize the experience of our client cities by learning how to serve as an extension of planning staff to complement existing efforts.

In the past several years, TMPG has focused on redevelopment and economic development issues. We hone in on economic development drivers that will spur redevelopment, create jobs and help grow the local economy. We have accomplished this through land use analyses and policy development, economic impact analyses, and through preparing a variety of differing types of zoning and land development regulations for implementation. In no small part, our success is due to our ability to craft creative solutions to address complex issues.

TMPG has one office location with the following staff:

- Firm Principal, AICP
- Managing Principal, AICP, CNU-A
- Senior Associate, AICP
- One (1) Urban Designer, CNU-A
- One (1) Community Development Planner, CNU-A
- One (1) Graduate Planning Intern
- One (1) Office Administrator

A license is not required for planners in the State of Florida. However, three (3) staff are certified by the American Institute of Certified Planners (AICP), and three (3) are Congress of New Urbanism Accredited (CNU-A). These certifications demonstrate subject-matter expertise, and require ongoing continuing education.

Michele Mellgren, AICP is certified through the National Charrette Institute (NCI) in Charrette Facilitation and Management to operate multi-day, multiple feedback loop, stakeholder workshops. Under her direction, TMPG has organized and facilitated dozens of public workshops and outreach events. Two (2) additional staff members, Rebekah Dasari and Kaitlyn Forbes, have received National Charrette Institute training by contract commencement. Ms. Dasari directed community outreach for eight (8) years in her previous position at a majority-minority redevelopment district, and Ms. Forbes has extensive experience with outreach on multiple quality of life and area plans.

TMPG is certified as a Woman-Owned Business by the State of Florida.

# Experience and Qualifications



## **Details of Past Projects for Similar Agencies and Relevance to This Project**

### **City of North Miami, FL - *Public Engagement, Community Input, Comprehensive Plan Amendments, Land Development Regulations***

TMPG undertook citywide public participation to discuss and obtain consensus for a charter change and subsequent comprehensive plan and zoning code changes for increased building heights. Height, a particular concern for residents, had been capped by charter at four stories throughout the city for more than 20 years. Through the use of numerous graphics to illustrate the appearance of different heights, as well as the use of *SketchUp* (3-D modeling software) to demonstrate the effects of change, we were able to educate the residents about the impacts of allowing taller buildings. The referendum on the charter passed by a wide margin, and the comprehensive plan and zoning codes were subsequently amended. The educational component, combined with the transparency of the process led to a successful outcome.

### **City of Dania Beach, FL - *Public Engagement, Community Input, CRA Plan Update, Community Visioning, Form-based Code, Mixed-Use Zoning, Land Development Regulations***

TMPG prepared a comprehensive rewrite and update of the Land Development Code, which merged three separate codes (due to annexations) into one set of regulations that would apply citywide. The One Code process provided staff, the development community, and citizens with intuitive and clear regulations.

TMPG was also retained to prepare the City's CRA plan. In a related process, the City requested that TMPG write a Form Based Code for all of the residential and mixed use corridors in the CRA. The code follows Traditional Neighborhood Design principles and makes specific provisions for built-form transitions, pedestrian connectivity, and preservation of neighborhood integrity while allowing flexibility for mixed-use development along major corridors. This Form Based Code includes an incentive-based program to encourage attainable housing, public open space, parking and green building practices.

Public participation was extensive for the combined process of One Code, the CRA plan update, and the Form Based Code development. TMPG organized and facilitated a series of participation workshops and charrettes throughout the City of Dania Beach. Workshops were held in the evenings and on weekends, both at City Hall and at city facilities in the community to encourage stakeholder participation. The result of this effort was a consensus on a vision for the future and a list of the community appearance issues were addressed in the code. Since workshops were structured in the National Charrette Institute (NCI) Charrette format, TMPG was able to ensure that everyone participated and that no single individual person dominated the discussion. This, in conjunction with the fact that residents led the discussions and formulated the solutions led to the success of this effort.

# Experience and Qualifications



## **The City of Wilton Manors, FL - Zoning and Land Development Regulations, Public Outreach, Community Visioning, Form-based Code**

TMPG prepared a complete rewrite of zoning and land development regulations, which included all zoning and overlay districts—one of which was a transit oriented corridor. The purpose was to update regulations, address omissions, correct inconsistencies and combine regulations into one unified document. The firm undertook the facilitation of a public workshop to engage citizens in a visioning session to determine the appropriate master plan uses to be permitted within various districts throughout the corridor. The workshop was highly successful, with participants building consensus on the vision for the study area. The results of the workshop were later used to create character statements for each of the districts within the corridor, and to assign specific uses to each district for inclusion in the form-based code.

## **City of Hallandale Beach, FL - Public Engagement, Market and Level of Service Analysis**

The Mellgren Planning Group was contracted to perform analysis and process a Land Use Plan Amendment (LUPA) on behalf of the City of Hallandale Beach. The City has been experiencing unprecedented growth and the LUPA will allow the City to meet development needs while fostering favorable growth within the City, by increasing the allotment of residential units permitted within the Regional Activity Center (RAC). In order to recommend the appropriate increase in the RAC unit allocation, TMPG undertook extensive level of service analysis. TMPG directed the work of a project subconsultant on an analysis of the market needs at five and ten year intervals. TMPG is coordinating with City Staff to make an ultimate recommendation to Broward County, based on build-out projections and infrastructure and public facility assessments.

As part of this process, The Mellgren Planning Group organized a series of 3 community outreach sessions to facilitate stakeholder opinions and develop mitigation strategies relating to rapid growth. Additionally, TMPG prepared social media outreach and developed a series of flyers and graphic notices.

## **Ability to Meet Time and Budget Requirements**

TMPG has a history of completing projects on time and within budget. As standard practice, TMPG only submits bid responses for projects that are within the company's current capacity. TMPG can complete the required tasks outlined in the RFP within 17-18 months of commencement date, and shown on the proposed project schedule in Tab 4.

## **Firm's Initiative Towards Sustainable Practices**

- In-house waste reduction
  - Water cooler vs. bottled water
  - Reduced use of disposable products such as K-Cups and disposable paper products
- Use of recycled material and recycling of paper goods
  - Recycled paper
  - Disposal of paper goods in recycling receptacles



## Tab 3: Approach to Work / Preliminary Scope of Services



# Approach to Scope of Work



With the planned FEC rail transit station, and the significant changes taking place in the neighborhoods adjacent to the Central City CRA, we understand the CRA's desire to eliminate barriers to redevelopment within the CRA. The redevelopment area has the potential to take advantage of growth opportunities as well. However, existing regulations allow for mixed uses, but are cumbersome and difficult to implement. With the wide range of uses in the CRA and diversity of neighborhood character, we understand that the City seeks to cultivate a mixed use environment in the Central City Redevelopment Area. TMPG understands that the outcome is more important than the tool, and as such the City is open to recommendations for the best regulatory mechanism to facilitate mixed use development.

As outlined in the RFP Scope of Services, we recognize the following tasks:

- **Task A**—Project Orientation / Issue Identification

Upon receiving “notice to proceed” from the city, TMPG will schedule a project Kick-Off Meeting with the City of Fort Lauderdale Project Manager. Prior to the kickoff meeting, the city shall provide the TMPG with plans, programs and studies pertaining to the Central City Community Redevelopment Area. We will then review the existing planning documents and relevant studies. The studies and other documents, along with the kick-off meeting, will enable us to begin the planning process with a full understanding of available resources and current issues.

At the kickoff meeting, project members will be introduced; and, the project objectives and draft project schedule will be discussed. TMPG proposes the following principal topics for the kickoff meeting:

- Review scope of work, identify data sources, clarify roles and responsibilities, and establish communication protocol;
- Review community outreach program, key groups to outreach, and key project milestones;
- Discuss project website and logo for project identification and marketing;
- Brainstorm and discuss key questions and issues related to the Central City CRA, based on staff knowledge and experience, and consultant team review of background materials provided prior to the kickoff meeting;
- Finalize Project Schedule/Milestones: Provide a finalized schedule with dates for milestones following the kickoff meeting.

The Community Engagement Plan will be provided in draft form to City staff for review and approval approximately two weeks after the kick-off meeting. The engagement plan will provide the process, strategies and approach for gathering input on existing zoning classifications, zoning map, zoning requirements, administration, development processes, and perceived regulatory strengths and weaknesses.

# Approach to Scope of Work



Once the Public Engagement Plan is approved, TMPG will work with the City's Project Manager to arrange a project orientation meeting with key City staff and the Central City Redevelopment Advisory Board (CCRAB). At the meeting TMPG will present the project orientation strategy and public engagement plan, which will include the methods of outreach, timelines, survey instruments, and education materials. To implement the Community engagement Plan, and seek input on current and suggested zoning mixed use regulations, TMPG will work with city staff to schedule a minimum of two community engagement/input sessions, and will launch the Project website to gather input electronically through the city's preferred survey instrument(s). City staff, the Technical Committee, City Boards, commissions and committees, the general public, stakeholders, business owners, developers, and others will all be asked to provide input on the zoning regulations and map. After all input has been gathered and assembled into a memorandum, the draft will be sent to the City's Project Manager for review and comment. A final memorandum that summarizes the input received by TMPG will be provided for Task A.

- **Task B—Analyze Planning Documents**

**Approach to Analytical Planning Methods.** Planning is about forecasting the future and deciding how to prepare for it. Analytical methods in planning are the best tool for policy making, and TMPG employs a variety of planning methods and techniques in its projects. TMPG has unparalleled experience in planning methods, including impact fee assessments, land use demand analysis, housing needs assessment, case studies, and underutilized lands assessment. All of our comprehensive plan amendments utilize professionally accepted methodologies, and are supported by appropriate data and analysis.

To assist the Central City CRA with achieving the mixed use development goals described in the RFP, our team understands that several planning related analyses must be employed to make any recommendations. For example, to determine the extent of growth that the CRA can sustain, a land use capacity analysis must be completed. Such an analysis will be used to disclose the degree of impact upon city infrastructure and services (parks, water supply, roads, sanitation, etc.) under a mixed use scenario. In addition, TMPG understands that a land use plan amendment is dependent on the results of TMPG analysis.

TMPG will review the Central City CRA Redevelopment Plan, studies, reports and related materials, as well as Comprehensive Plan policies, zoning regulations, and any other relevant documents to complete a technical analysis and evaluation of the codes, policies, and regulations pertaining to the Central City CRA and recommended areas to be rezoned for mixed use requested by the CCRAB. This will include a strengths, weaknesses, opportunities and threats (SWOT) analysis of the Land Use Plan and Zoning in terms of how mixed use projects can be created with the existing designations, as well as the level of community consensus for mixed use projects. Inconsistencies and redundancies will also be identified, and input collected during Task A will be considered as well. This technical analysis and evaluation report, all findings, options and recommendations for the best approach to achieve city objectives will be presented to the Central City CRA

# Approach to Scope of Work



Advisory Board, staff, and Commission. Upon final revisions and recommended approval of the selected approach, TMPG will finalize the project outline and begin drafting the required regulations/policies.

TPMG will employ some of the following strategies to understand the most appropriate policy tool to achieve mixed use development.

- **Existing Conditions Evaluation.** If the data doesn't currently exist, TMPG recommends assessing development over the past 10 years and the estimated impacts of that development to identify trends over that timeframe, including the application of waivers, and variances, and other special provisions.
- **Land Use Capacity Analysis.** This analysis uses projected population and anticipated development needs to illustrate the amount of future growth that may be accommodated within a given area (the Central City CRA). This ensures that the City's decision makers have the most reliable information possible on which to base land use decisions.
- **Projected Growth Impact Analysis.** Using land use capacity analysis results, TMPG will conduct an impact analysis, with five- and ten-year scenarios of potential ranges of development, to determine future level of service (LOS) impacts, based on projected growth, including impacts on roads, schools, parks, and infrastructure.
- **Task C—Public Involvement Program**

**Approach to Public Engagement.** TMPG uses the following community engagement strategies:

- **Workshops.** TMPG uses the National Charrette Institute (NCI) multi-day, multiple feedback loop style workshop to achieve maximum impact from workshops. Michele Mellgren, AICP is certified through NCI in Charrette Facilitation and Management to operate multi-day, multiple feedback loop, stakeholder workshops. Under her direction, TMPG has organized and facilitated dozens of public workshops and outreach events.

Typically, TMPG facilitates a three-step progressive workshop series, with each workshop building on the results of the previous. The workshops should be held at a location convenient to all residents, or moved around the City to reach as many residents as possible. Workshop announcements should be made available on as many outlets as possible (City website, email lists, public postings, local cable/radio, social media, flyers at businesses and relevant community institutions, etc.) and with enough time for residents to schedule attendance.

With this community outreach model, workshops are held in a large, open room preferably with round tables seating 6-8 people. This setup encourages groups to work together and prevents an "us" against "them" scenario. When residents/stakeholders arrive, they will check-in at a table and receive a nametag and agenda. They will then stick a colored dot on a large map to identify where they live. This serves two purposes:

# Approach to Scope of Work



1) the staff get a better understanding of attendance, and 2) attendees get oriented to the project location in relationship to their homes (we have found this is typically the first thing residents like to do). Depending on the anticipated attendance, seating will be either self-directed or randomized via a number placed on the agenda with a corresponding table. Random seating is recommended for contentious meetings to separate the “derailment group”- the people who attend with ulterior motives, or who tend to dominate the discussion.

- **Surveys.** We are skilled in developing and administering surveys and workshop exercises for distribution to constituents. Our survey methods are designed to extract important feedback that will be used in developing community supported solutions.
- **Pop-Up Surveys / Community Input Sessions.** Our most unique method for gathering input from stakeholders, citizens and the business community includes our signature “Pop-Up Survey” approach, which will provide everyone with an opportunity to voice their opinions and ask questions. Pop-Up Survey Sessions are hosted at local city venues and city-hosted events. The Pop-Up sessions are generally announced at least one week in advance and ideally set up during peak hour pedestrian traffic. Pop-Up Survey instruments include visual preference surveys, wish lists, and video clips where passers-by will be asked to provide input on surveys that can be completed in less than 5 minutes.

The Mellgren Planning Group (TMPG) has extensive experience in public participation as an important component of planning activities, including preparing land development regulations, sign codes and plans; comprehensive plans, corridor plans and redevelopment plans. TMPG has successfully used our collaborative public participation approach in a number of Florida cities to address a variety of sensitive issues.

TMPG will use a blend of high-tech, grass roots, and creative outreach methods to enhance and optimize the community’s ability to voice and actualize their goals and vision for the mixed use area. Along with City staff, TMPG will engage community-based organizations, local residents, neighborhood groups, government officials, representatives from the business and development community, property owners, and employees who work in the community. Communication tools, including emails, flyers, newsletters, surveys, videos, and social media will be used to ensure the broadest segment of the community has the opportunity to participate and affect the outcome of the Downtown Mixed Use District and related code amendments. The TMPG team will develop a Community Engagement Plan for the project, with an emphasis on maximizing opportunities to obtain feedback from all facets of the community.

TMPG works with our clients to recommend the most appropriate combination of tools, based on the needs of the project. This includes the use of online survey instruments, illustrated preference surveys, and a dedicated website for the project to ensure activities, latest information, and proposed changes are available “on demand” when stakeholders want the latest information and updates.

# Approach to Scope of Work



**Community Consensus Building.** TMPG believes that public participation is crucial to building community consensus.

- At least one (1) meeting with the five (5) identified neighborhood associations
  - At least one (1) Pop Up Survey / Community Input Session
  - At least one (1) community-wide meeting
- **Task D1—Prepare Land Use Amendment—** If the analysis and evaluation performed by TMPG in Task B determines that a land use amendment is required, the Comprehensive Plan amendments, the Broward County application, and required impact analysis for the selected growth scenario will all be drafted by TMPG.

**Approach to Comprehensive Planning.** TMPG specializes in comprehensive planning for redevelopment and economic development, and in doing so pioneered two different land use planning techniques designed to maximize redevelopment within built-out areas. The techniques include a new method of measuring land use intensity within activity centers, and creating a land use plan redevelopment area overlay (typically used only for zoning and not land use plan purposes).

Typically, our approach to evaluating a comprehensive plan begins with collecting and analyzing information and data to measure changes and trends in the community. We present our findings to staff, elected officials and others to be included in the process, and together identify issues that should be addressed in the plan update. We then perform an assessment of the existing plan as it pertains to these issues, collect additional data as needed and formulate strategies for addressing the issues, culminating with specific objectives, policies and supporting documentation. Simultaneously, we review the plan for outdated information and directives, and recommend modification or in some cases elimination. The final product that we prepare is an updated comprehensive plan, adopted through the public hearing process that is not only meaningful but fully implementable.

When undertaking any amendments to a comprehensive plan, TMPG ensures that the amendments will be internally consistent with the remainder of the comprehensive plan and the updates to the land development code.

TMPG specializes in comprehensive planning for redevelopment and economic development, and in doing so pioneered two different land use planning techniques designed to maximize redevelopment within built-out areas. The techniques include a new method of measuring land use intensity within activity centers, and creating a land use plan redevelopment area overlay (typically used only for zoning and not land use plan purposes).

# Approach to Scope of Work



When undertaking any amendments to a comprehensive plan, TMPG ensures that the amendments will be internally consistent with the remainder of the comprehensive plan and the updates to the land development code. Once City staff has determined the amendments are acceptable, our team will require one week to prepare the Planning and Zoning Board staff report.

TMPG will prepare all necessary legislation and attend public hearings. TMPG will also prepare all draft and final documents, including maps necessary to depict the proposed recommendations for the land use changes. We will also prepare a PowerPoint presentation, if desired. The rest of the process will follow county and statutory processing timeframes.

Upon the city's adoption of the amendment, we will immediately submit for recertification by Broward County. Throughout the policy development stages of for the comprehensive plan changes, TMPG will have communication and coordination with city staff to provide updates and status reports.

- **Task D2**—Prepare New Mixed Use Zoning Classifications Outline—Upon completing Task B, the best alternatives for zoning and map changes will be selected by the City Commission to commence the process for outlining the new land development code with mixed use regulations.

TMPG uses best practices with regard to the overall means of regulation (ex: form-based, performance-based, prescriptive, parallel, optional/ incentive, and combinations of these); sustainable growth; preservation of character and furtherance of desired character; legal defensibility; equity, due process and predictability; user-friendly formatting, including logical overall organization, clear language, and use of graphics; adaptability of code for future additions and revisions; and, economic development. With this in mind, we will provide a detailed outline of the proposed new zoning map and districts, with ordinances that will include uses, development standards, development incentives, and design standards along with our rationale for the recommended approach.

- **Task E**—Prepare Draft ULDR Amendments

Digital copies of draft documents will be provided in “track changes” mode so that changes can be easily identified if desired. Final drafts will be provided as clean copies.

TMPG will develop an option for organizing and formatting the code for staff to choose from, explaining the benefits and limitations of each. We will also identify code provisions that should have accompanying graphics to better convey intent or meaning. Once the code architecture is chosen and there is consensus on the specific application thereof, TMPG will integrate the regulations and graphics into the new architecture. TMPG will perform a technical analysis of those regulations that will be retained to ensure their efficacy. Regulations will be modernized as appropriate. Throughout the analysis and rewrite process, TMPG will evaluate the need for new and revised definitions. The last step before formatting is to finalize

# Approach to Scope of Work



definitions based upon the work we have done with the regulations. Definitions will be drafted and developed on an ongoing basis, but are finalized and coordinated at the end of the first draft production.

**Approach to Updating the Unified Land Development Regulations.** TMPG has extensive experience writing and interpreting codes for municipalities, as well as providing expert witness testimony. As such, use the following approach.

**Best practices.** TMPG will incorporate best practices with regard to: overall means of regulation (ex: form-based, performance-based, prescriptive, parallel, optional/ incentive, and combinations of these); sustainable growth; preservation of character and furtherance of desired character (as applicable in different parts of the county); legal defensibility; equity, due process and predictability; user-friendly formatting, including logical overall organization, clear language (avoiding legalese and planning jargon, and employing commentaries and intent statements), and use of graphics; adaptability of code for future additions and revisions; and, economic development.

**Legal Guidance.** TMPG, as a standard practice, ensures that its work on land development regulations are legally competent and defensible.

**Innovation.** Every code is as unique as the community it belongs to. This includes the physical setting, desired character, regulatory context, and the administrative culture. Every code that we draft involves innovation to address the community's specific and often unique needs, challenges or desires. Past examples include unconventional regulation of nonconformities, specialized definitions that depart from "what's out there", customized review criteria, and unique ways of regulating certain aspects of development (for example, combining prescriptive and performance standards to regulate a single characteristic or combination of characteristics). That said, when something is working fine and is still relevant, the preferred approach is to leave it alone. Innovation for innovation's sake tends to lead to unintended consequences, as evidenced by the work of others that we have been called in to fix from time to time, and that we have had to challenge as expert witnesses.

**Intent.** The code will be guided by intent and applicability statements to guide the substance of the regulations themselves and their eventual interpretation.

**Graphics.** A graphically rich code is desirable and expected by local governments that have an adequate budget for a wealth of graphics. Graphics enhance a code and have the potential to clarify intent and meaning when crafted and employed appropriately. The need for custom graphics increases with the uniqueness of the jurisdiction and degree of regulatory innovation. As with all use of graphics, it is important to be clear as to whether any particular graphics are regulatory or illustrative, and whether text or graphics prevail in case of conflict.



## Our Other Philosophies

- Strong administrative provisions that favor the municipality;
- Definitions that are tailored to fit the regulations, but which themselves do not regulate;
- Using actual data to inform standards, as differentiated from surveying other municipalities' standards;
- Extensive coordination and cross-referencing of the components of the code;
- Limiting complexity whenever possible, and calibrating the level of sophistication to the sophistication of the client;
- Clear organization that avoids the use of subparagraphs;
- Dynamic numbering that allow for expansion and modification over time;
- Flexibility to deal with design-based solutions that are superior to the prescribed standard;
- Relief provisions that avoid lawsuits on the grounds of ADA, FHA and RLUIPA.
- Jettisoning regulations whose purpose cannot be determined;
- Using commentaries to address departures from previous regulations;
- Centralizing enforcement provisions;
- Continued support for years after the code is adopted. The occasional question will arise, and we will be here to answer it.

Our approach to all code rewrites is to start by addressing policy failures, particularly focusing on those identified within the Scope of Work. The Mellgren Planning Group (TMPG) will prepare a series of matrices that organize the city's planning and development policies on different scales, starting with the broadest in nature and progressing to finer levels of detail. Policies will include those contained in the comprehensive plan, other relevant planning documents, and finer grain policy direction articulated by city staff and officials. The LDC will be evaluated against these policies. Portions of the code that do not advance the city's objectives will not be retained in the new code, and will be replaced with regulations that do.

- **Task F**—Prepare Final Ordinance, Districts, and Map

Land Development Code amendments will be drafted for staff review. Once City staff has determined the amendments are acceptable, our team will prepare the Planning and Zoning Board staff report. TMPG will prepare all necessary legislation and attend public hearings. TMPG will also prepare all draft and final documents, including maps. We will also prepare a PowerPoint presentation, if desired.

- **Task G**—Progress Reports

Throughout the policy development stages TMPG will have written and verbal communication and coordination with city staff to provide updates and status reports, including the desired monthly progress report.

# Approach to Scope of Work



## Approach to Quality Assurance

As a local, boutique planning firm TMPG is committed to client satisfaction. The combination of our local experience and vetted team members is invaluable to our Broward County clients. We have managed projects of all sizes from single parcel site plan review to some of the most complex development proposals within Broward. Due our efficiency, precision, and high work product standards, we have often work with repeat clients. The following are our overarching objectives to providing quality services to our clients:

- Be more thorough and comprehensive in our work than anyone else;
- Assume responsibility for coordinating all reviewer efforts and meeting of deadlines;
- Assume responsibility for producing all documents on time consistent with the format, detail and quality that staff strives to provide;
- Always be available to assist staff;
- Coordinate closely with staff while minimizing the amount of work that staff must undertake; and
- Keep organized and detailed files and records.

## Approach to Quality Control

To embed quality in all deliverables, TMPG uses a quality control checklist as a means of ensuring a sequence of tasks occur to achieve the City's objectives on schedule and within defined costs. The quality control checklist includes tasks for data assembly, reliable methodologies, data analysis, document archiving, research documentation, scheduling, and communication. TMPG also plans for team meeting updates once per month with the Client to ensure everyone is up-to-date and aware of all tasks at each stage of the project.

In addition, TMPG has a strategic quality control method that is implemented for each project. Regardless of the project size, a senior staff member is always assigned as project manager. The senior staff member may delegate tasks to other TMPG team members, but will maintain an advisory role and conduct quality reviews. The Project Manager will also assign a Peer reviewer for all work products. Peer and Project Manager quality reviews will occur for all work products to minimize errors and ensure all deliverables are complete. This review method is an important means for ensuring that TMPG's work is of the highest quality. Additionally, TMPG has weekly project status review meetings to brief the entire team on project progress. This allows us to efficiently shift our focus between projects and deadlines, and avoids last minute rushes.

## Available Facilities, Technology, Other Resources

TMPG brings significant technical capabilities and extensive software and to the project through a series of tools used regularly by the firm.

# Approach to Scope of Work



- **Geographic Information Systems (GIS).** GIS provides the backbone for the display, analysis, and storage of many projects at TMPG. Our GIS staff members provide cartographic display, innovative spatial analysis, and comprehensive database design. GIS is used to support projects like detailed natural resources evaluations and master plan build-out scenarios for municipalities. In addition to internal support for other projects, GIS services and data have been provided directly to clients in order to build custom data or provide on-call mapping services. The use of GIS in support of planning work has been as successful formula for TMPG. Planning work, by its nature, lends itself to the natural capabilities of GIS to manipulate and display large amounts of spatial information. Buildout scenarios, master plan mapping, zoning updates, special district analysis and other projects highlight the use of GIS at TMPG.
- **GIS Mobile App.** TMPG has the capacity to use a mobile GIS app for field surveys of existing conditions, should the City desire a windshield assessment of the study area.
- **ESRI Community Analyst.** This provides data in tabular and map formats for easy viewing in standard geographies, ring or drive time radii, or hand-selected areas. This tool “supports commercial market analytics and noncommercial usages, such as economic development, planning, and at-risk population assessment. ESRI Demographics is accessible in four ways: dynamic web maps, data enrichment, reports, and infographics. ESRI offers comprehensive demographic, lifestyle segmentation, consumer spending, and business content for a variety of geographic levels in the United States for use in analyzing markets and consumers, identifying underserved communities, and formulating better business decisions and policy decisions” (ESRI.com). ESRI provides the most current available demographic, Census, health, traffic crime, and business. The interactive maps allow municipalities to target resources and plan for the future based on projections for growth. ESRI population forecasts are produced by demographers, statisticians, and economists from public and private data.
- **In-House Design Capabilities.** We understand the importance of a well-organized plan with rich graphics that quickly translates concepts and strategies. Our team has a full library of the most current software and tools for the purposes of mapping, diagraming, and modeling. To add graphic flair to maps, we are able to export from ArcGis to the full Adobe Creative suite. Our staff also regularly uses Sketch-Up and Lumion 3D modeling to add graphic impact to our projects, such as fly-through animation videos to demonstrate the impact of potential redevelopment associated to proposed land use changes.

## Scope, Schedule & Scheduling Methodology

TMPG has provided a schedule which allows as much overlap between tasks as possible, in order to complete the project in a timely fashion. One example of the efficiency we bring to the project is our public meeting schedule. We propose dual-purpose public meetings, which will discuss both zoning classifications, and updates to the land development code in one meeting. As described above in quality control, a senior staff member always serves as project manager to ensure the project stays on schedule. The schedule is provided in Tab 4.

# Approach to Scope of Work



## Current Workload

TMPG has a standard practice of not bidding on projects that are beyond our current capabilities. The firm is at the midway and conclusory point in several projects, and our staff will be available to meet the demands of the project.

## Tab 4: Ability to Meet the Project Schedule (Proposed Schedule)



# Ability to Meet the Project Schedule



TMPG has written a thorough scope of work and narrative and developed the project schedule. This schedule includes key tasks target dates, public meeting dates and the final completion date. It is estimated that the duration of the Project will take approximately 17-18 months from project commencement to effective date. This schedule assumes a July 2017 start date. Should the project begin later, the schedule will be adjusted accordingly.

TASKS	2017						2018										
	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV
<b>Task A - Project Orientation / Issue Identification</b>	X	X ☉	X ☉	X	✓	X ✓											
<b>Task B - Analyze Planning Documents</b>	X	X	X	X	X	✓	X ✓										
<b>Task C - Public Involvement Program</b>	X	✓	X ✓	X ✓													
<b>Task D1 - Prepare Land Use Amendment</b>					X	✓	☉	☉	X	X	☉	☉	X	X	X	☉	☉
<b>Task D2 - Prepare New Mixed Use Zoning Outline</b>				X	X	X	X	✓	X	X ✓							
<b>Task E - Prepare Draft ULDR Amendments</b>									X	X	X	✓	X ✓	☉	☉	☉	
<b>Task F - Prepare Final Ordinance, Districts, &amp; Map</b>									X	X	X	✓	X ✓	☉	☉	☉	
<b>Task G - Progress Reports/ Meetings with City Staff</b>	☉	☉	✓	☉	✓	✓	☉	✓	✓	✓	☉	✓	✓	☉	✓	✓	✓

Legend	
Meetings & Public Hearings	☉
Staff Review	✓
TMPG Work Blocks	X
2017	
2018	

## Tab 5: Staff Assigned to the Project



## Staff Assigned to the Project

The TMPG team provides a unique set of skills and experience that deems us most suitable for the Central City Rezoning Project, and distinguishes us from other consultant teams. Our combination of team experience and expertise yields work products that are far beyond the ordinary.

As professional urban innovators, we are interested in the world around us, the people who live in it, and the places that inspire them. Smart growth is important to us, and we understand the zoning code is the backbone of community development and redevelopment. This is why today TMPG is one of Florida's leading land use and urban design consulting firms, specializing in comprehensive planning, code writing, visionary change, and growth management. The Mellgren Planning Group has six full time employees and a graduate intern, whose talents and specialties complement each other. Our staff have a depth and breadth of experience with code writing and development, code administration and interpretation, and regulatory best practices. Our planning, zoning, and urban design knowledge stems uniquely from each staff member's training and experience.

A summary of staff qualifications and roles is provided below.

### **Michele Mellgren, AICP, President**

#### **Role: Overall Project Manager**

Ms. Mellgren offers more than 30 years of public and private sector experience in urban planning, zoning and land use, and public participation. She holds a master's degree in planning, with a concentration in Urban Design. Michele is qualified in circuit court as an expert witness, and is trained in Charrette Facilitation and Management by the National Charrette Institute. She is widely regarded as a land use strategist and creative problem solver. Her current experience routinely includes land use plan amendments; rezonings; variances; redevelopment strategies; development research; economic impact analyses; comprehensive plan and land development code preparation, interpretation and application; and, providing expert witness testimony. Ms. Mellgren has received full training from the National Charrette Institute and is highly skilled in creating public participation and consensus building programs that result in positive outcomes. She also serves as the Planning Director and the planning and zoning official for the City of Parkland and the Town of Southwest Ranches, Florida, respectively.

Until the establishment of the firm, Ms. Mellgren worked as Director of Development Services from 1994 to 1998 for the Town of Davie. In that capacity, she was responsible for preparing and administering the comprehensive plan, the zoning code and land development regulations. She also reviewed and made recommendations for all related applications, many of them in a quasi-judicial setting as an expert witness for the Town. These applications included site development plans, land use plan amendments, rezonings, variances, special permits, plats and delegation requests. Ms. Mellgren also directed the operations of code compliance, building permits, occupational licensing and community redevelopment, overseeing an annual budget of approximately \$3.5 million.





## Staff Assigned to the Project

Prior to joining the Town of Davie, Ms. Mellgren worked from 1989 to 1994 for the City of Fort Lauderdale as Development Programs Manager. In this capacity, she undertook a variety of unique and complex planning projects and programs. Ms. Mellgren was responsible for implementing segments of the beach redevelopment plan; advocating for the marine industry and marine development community; streamlining the housing redevelopment program; and, preparing economic analyses.

Before she joined the public sector in Florida, Ms. Mellgren served in the private sector in the Washington, D.C. area from 1985 until 1989 with firms that provided comprehensive consulting services to the development community.

### **Jeff Katims, AICP, CNU-A, Managing Principal**

#### **Role: Code Writer**

Mr. Katims offers 22 years of professional planning experience in urban planning, zoning, and land use, with a focus and specialization in code writing. Jeff has individually written numerous codes, covering a range of differing municipalities with varying demographics, growth demands and physical contexts. He was part of the inaugural class with the Form Based Code Institute of the Academy of New Urbanism through Virginia Tech, and is widely regarded for his talent in the code writing arena. He is well respected for his extensive knowledge of statutory and constitutional laws affecting zoning codes and land development regulations, including U.S. Constitution first, fifth and fourteenth amendment, FHA and RLUIPA issues.

Jeff has extensive experience in all phases of current and long-range planning, site planning and design, zoning and land development. His current experience routinely includes land use plan amendments; rezonings; variances; comprehensive planning; site plan review; and, zoning code and land development code preparation, interpretation and application. Additionally, he is the assistant planning and zoning official for the Town of Southwest Ranches, and also serves as the liaison to the Town's Comprehensive Planning Advisory Board.

Prior to joining The Mellgren Planning Group in 2001, Mr. Katims served as the Planning & Zoning Manager for the Development Services Department for the Town of Davie, FL; a community of 70,000 residents. In that capacity, he was responsible for overseeing all personnel and operations of the planning and zoning division. This included assisting with preparing and administering a \$700,000 budget and overseeing a staff of seven. Mr. Katims was responsible for securing approvals for a 2,200 acre Regional Activity Center; one of only a handful that existed in Broward County. He also guided and managed the Griffin Road Corridor plan, which was a form based code to address redevelopment opportunities in the wake of FDOT expansion of the roadway. In addition to these unique planning activities, Mr. Katims was also responsible for all public hearings, and presented testimony in these quasi-judicial meetings for over 100 land use matters.



## Staff Assigned to the Project

### **Althea Jefferson, AICP, Senior Associate**

#### **Role: Project Manager, Outreach, & Code Writer**

Ms. Jefferson offers over 20 years of public sector planning experience in working with the general public, community organizations, executive leaders, and elected officials. Ms. Jefferson has a breadth of planning experience in comprehensive planning, land development regulations, neighborhood planning, community participation, jurisdictional planning agreements, intergovernmental coordination, permitting, development review, and development agreements. Her current experience routinely includes comprehensive planning; rezonings; variances; development research; zoning and land development code preparation, interpretation and applications.

Until joining The Mellgren Planning Group, Ms. Jefferson worked from 2012 to 2017 for the City of Hallandale Beach as the Planning and Zoning Manager. In that capacity, she was responsible for implementing and updating the comprehensive plan, the zoning and land development code, and administrative planning policies. She also provided staff oversight and made recommendations for numerous development applications. These applications included site development plans, land use plan amendments, rezonings, variances, special permits, plats and delegation requests.

During her tenure with the City of Hallandale Beach, Ms. Jefferson created the West Regional Activity Center (RAC) Zoning District boundary and developed the zoning regulations for the area, which included three subdistricts. She also served on the team that developed the form-based codes for the Central RAC Zoning District and corresponding regulations for the subdistricts. Her work on the RAC regulations involved public outreach and extensive analysis of zoning codes, community preferences, past studies and reports, and policies in the comprehensive plan.

Prior to joining the City of Hallandale Beach, Ms. Jefferson worked for Orange County, Florida from 1994 to 2012. During this eighteen (18) year time span, she served in various positions and took on a variety of planning projects including small area studies, interlocal agreements, neighborhood outreach, small business and economic development, redevelopment and infill policy development, and community engagement projects.

### **Rebekah Dasari, CNU-A, Community Development Planner**

#### **Role: Research, Outreach, and GIS Mapping**

Ms. Dasari offers 10 years of public sector skills in redevelopment, community development, and economic development planning. Ms. Dasari has extensive experience with redevelopment project management and economic development program design. She is particularly interested in asset mapping, community engagement, participatory planning, research design and implementation, and economic development strategies.



## Staff Assigned to the Project

Ms. Dasari is also extremely familiar with CRAs/ Prior to joining The Mellgren Planning Group, she was the CRA Manager for, a 598 acre CRA with approximately 4,600 residents. She was responsible for capital projects due-diligence, coordination, and management (including a 25 acre, \$6 million urban park revitalization project; a 16,000 square foot urban grocery store with 9,000 square feet of retail outparcels, and an enterprise center campus for the holistic delivery of economic development services). She managed CRA finances and compliance. She was also involved in economic development programming design, outreach, and coordination (including work on the creation of a non-profit dedicated to low-income microbusiness development); a multiyear free income tax preparation program through the IRS VITA Program; and a multiyear, public-private workforce funders initiative. She also worked on several public art and community history preservation projects.

### **Kaitlyn Forbes, CNU-A, Urban Designer**

#### **Role: Research, Outreach, & Graphics**

Ms. Forbes offers 2 years of private sector experience in urban design, urban planning, zoning and land use. She has also assisted in preparing expert witness testimony. Ms. Forbes has experience in current and long-range planning, design, and land use matters, providing services to a number of local governments and private clients on behalf of the firm. Her current experience routinely includes undertaking development review and research, land use plan amendments, comprehensive planning, and assisting with expert witness testimony.

Prior to joining the Mellgren Planning Group, Ms. Forbes worked for Anderson and Bohlander, an urban design and landscape architecture firm in Indianapolis, Indiana. In that capacity, she worked as an intern during graduate school and assisted with developing two of the Great Places 2020 studies. Local Initiatives Support Corporation (LISC) of Indianapolis launched Great Places 2020 with the goal of transforming three strategic places in Marion County into neighborhood centers exuding livability, opportunity, vitality, and education (LOVE). Great Places are intended to be dynamic centers of culture, commerce, and community. Ms. Forbes's role included field research, inventory and analysis, and graphic development. Throughout the process, she worked with real estate developers and marketing specialists to create a final graphic publication addressing the neighborhood's existing conditions, strengths, weaknesses, and opportunities. While at Anderson and Bohlander, Ms. Forbes also worked on the Mass Avenue Industrial Corridor Study. After decades of neglect and vacancy, the Mass Avenue/Brookside Industrial Corridor aspired to be a leading example of rebranding a legacy industrial district into a desirable urban center of making and manufacturing. Ms. Forbes was involved in the primary corridor study that focused on both economic development and quality of life for workers and residents, with an emphasis on connectivity, collaboration, and a balance of character and function. She helped develop the final publication and generated a series of inventory and analysis maps.



## Staff Assigned to the Project

### **Timothy Haynes, Graduate Intern**

#### **Role: Project Support As-Needed**

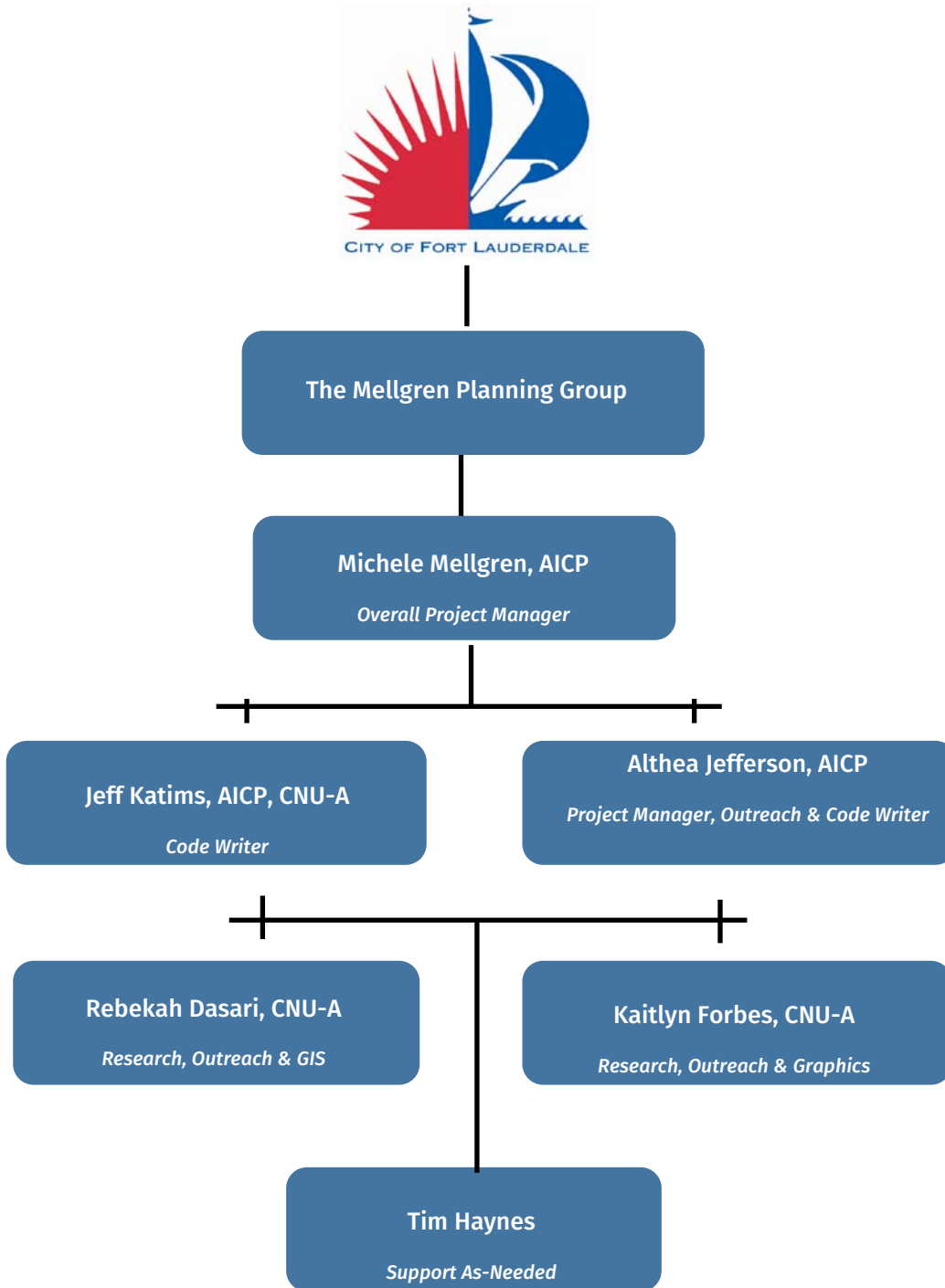
Mr. Haynes offers 2 years of professional planning experience. As a current graduate student in the Florida Atlantic University Urban Design and Regional Planning program, Mr. Haynes has had substantial experience providing planning reports including data research analysis, population and employment projections, traffic reports and mitigation strategies, pedestrian and urban design inclusionary principles, and implementation strategies.

Our staff have obtained certifications from industry credentialing organizations. Three senior TMPG staff members are certified by the American Institute of Certified Planners (AICP), and three staff members are certified by the Congress for the New Urbanism (CNU-A). Both certifications require testing/continuing education credits and demonstrate subject-matter expertise. Three staff members are also trained by the National Charrette Institute in charrette facilitation and management. The firm has successfully used this process to achieve positive outcomes on a number of projects. Documentation of these certifications, and full TMPG staff resumes are provided at the end of this section.

The organizational structure and project team is depicted below.



## Staff Assigned to the Project



## Tab 5: Resumes



**MICHELE C. MELLGREN, AICP**

**PROFESSIONAL QUALIFICATIONS**

**EDUCATION**

Master's Degree: Urban and Regional Planning  
The George Washington University, Washington, D.C.  
Concentration: Urban Design

Bachelor of Arts Degree: Fine Arts  
The George Washington University, Washington, D.C.  
Concentration: Design

Charrette Facilitation and Management: Full Certification  
National Charrette Institute, Portland, OR

**PROFESSIONAL MEMBERSHIPS OR DESIGNATIONS**

**American Institute of Certified Planners (AICP)**  
Membership Number 012361 – Effective 1996  
This is the highest level of earned professional planning certification

**American Planning Association (APA) – National Chapter**  
Membership 057672 - Effective 1986

**Florida American Planning Association (FAPA)**  
Membership effective 1989

**Broward County Section of American Planning Association (BAPA)**  
Membership effective 1989

**AFFILIATIONS**

Broward County Section of American Planning Association Board Member (2000-2001)  
Broward County Marine Advisory Committee County Commission Appointee (1995)  
Northern Virginia Transportation Committee (1987-1989)

**AWARDS OR RECOGNITIONS**

Florida Department of Community Affairs (2004)  
*Invited member of the Department of Community Affairs' Evaluation and Appraisal Report Technical Advisory Committee*

City of Fort Lauderdale, FL (2001)  
*Requested to provide professional leadership to planning department on interim basis*

Habitat for Humanity Harmony Village-Certificate of Appreciation (1996)  
*Community volunteer efforts*

Broward County Board of County Commissioners-Certification of Appreciation (1996)  
*Community volunteer efforts*

City of Fort Lauderdale-Certificate of Appreciation (1995)  
*Community volunteer efforts for participation in American Assembly for the New Century*

South Florida Marine Industries Association Boatee Award (1994)  
*Excellence in supporting and promoting the industry in the City of Fort Lauderdale*

International Federation of Housing and Redevelopment Officials, Budapest, Hungary (1985)  
*International award recipient representing United States in competition against 23 other nations for excellence in plan design for the redevelopment of post-World War II housing*

International Association of Housing and Redevelopment Officials, Washington, D.C. (1985)  
*National recipient for excellence overall plan and site design for redevelopment of post-World War II housing*

### **TEACHING OR LECTURING**

Guest Panelist-Palm Beach County Planning Congress, Inc., Palm Beach, FL  
*Ethics and Planning* (2011)

Guest Panelist-Florida Planning & Zoning Association Annual Conference, Naples, FL  
*Utilizing and Managing Planning Consultants* (2011)

Guest Lecturer-Barry University Planning Class. Davie, FL  
*Introduction to Zoning Regulations and Site Plan Review* (2009)

Guest Lecturer-Florida Atlantic University Urban Planning Department, Davie, FL  
*Overview of Urban Planning in Local Government* (1996)

Guest Panelist -International Marina Institute International Conference, Atlanta, GA  
*Land Use and Environmental Compatibility of Marinas with Live Aboard Vessels* (1993)

Guest Lecturer- International City Manager's Assoc., South Padre Island, TX  
*Redevelopment Efforts and Controlling the Effects of Spring Break* (1990)

### **GENERAL MUNICIPAL PLANNING SERVICES CONTRACTS**

Miami Shores Village, Miami Dade County, FL (2008 – 2009)

City of Wilton Manors, Broward County, FL (2012 – 2013)

Town of Orchid, Indian River County, FL (2015 – 2016)

Town of Southwest Ranches, Broward County, FL (2000 – Present)

City of Lauderdale Lakes, Broward County, FL (2007 – Present)

Town of Davie, Broward County, FL (2012 – Present)

City of Parkland, Broward County, FL (2013 – Present)

City of Hallandale Beach, Broward County, FL (2013- Present)



City of Miramar, Broward County, FL (2015 – Present)

City of Deerfield Beach, Broward County, FL (2015 – Present)

City of Delray Beach, Palm Beach County, FL (2016 - Present)

North Miami Beach, Miami Dade County, FL (2003-2006 +/-)

#### **DEVELOPMENT REVIEW SERVICES**

City of Wilton Manors, Broward County, FL (2012 – 2013)

Town of Southwest Ranches, Broward County, FL (2000 – Present)

City of Lauderdale Lakes, Broward County, FL (2007 – Present)

City of Parkland, Broward County, FL (2012 – Present)

City of Hallandale Beach, Broward County, FL (2013 – Present)

Town of Orchid, Indian River County, FL (2015 – Present)

City of Miramar, Broward County, FL (2015 – Present)

Village of Estero, Lee County, FL (2016 – Present)

City of Delray Beach, Palm Beach County, FL (2016 - Present)

#### **AUTHORED ZONING CODES AND LAND DEVELOPMENT REGULATIONS**

City of Parkland, Broward County, FL

*Participated in preparing new land development regulations (2015)*

City of Miami Gardens. Miami-Dade County, FL

*Prepared urban design regulations (2010)*

Town of Loxahatchee Groves. Palm Beach County, FL

*Prepared entire unified zoning and land development regulations (2010)*

Miami Shores Village. Miami-Dade County, FL

*Prepared entire unified zoning and land development regulations (2008)*

City of Tamarac. Broward County, FL

*Prepared regulations to address possible golf course conversion (2006)*

City of Oakland Park. Broward County, FL

*Prepared regulations to address land use compatibility and community appearance (2007)*

Town of Southwest Ranches. Broward County, FL

*Participated in preparing Unified Land Development Code (2004)*

Town of Lauderdale-By-The-Sea. Broward County, FL

*Participated in preparing entire unified land development regulations (2003)*

City of Wilton Manors. Broward County, FL

*Participated in preparing entire unified zoning and land development regulations (2003)*

City of Boynton Beach. Palm Beach County, FL

*Prepared new zoning districts to implement redevelopment plan (2001)*

City of Dania Beach. Broward County, FL

*Created new Industrial-Research-Office Commercial District and related land development regulations for adoption by the City of Dania Beach (2001)*

Town of Davie. Broward County, FL

*Created new zoning districts, new zoning standards and land development regulations (1994-1998)*

### **EXPERT WITNESS TESTIMONY**

Ms. Mellgren has qualified as an expert witness in Circuit Court in the 17<sup>th</sup> Judicial District. She has served as an expert witness in the following municipalities:

City of Deerfield Beach, FL (2008)

Port St. Lucie, FL (2013-2014)

St. Lucie County, FL (2015)

Martin County, FL (2015)

City of Pompano Beach, FL (2015-2016)

Town of Orchid, FL (2015-2016)

Village of Estero, FL (2016)

City of Delray Beach, FL (2016)

City of Fort Lauderdale, FL (2016)

### **CO-AUTHORED REDEVELOPMENT PLANS AND COMPREHENSIVE PLANS**

“Regional Activity Center”, City of Hallandale Beach, FL (2016)

“Comprehensive Plan”, City of Parkland, FL (2015)

“Comprehensive Plan”, City of North Miami, FL (2015)

“Westside Master Plan”, City of Dania Beach, FL (2009)

“Community Redevelopment Plan”, City of Dania Beach, FL (2008)

“Comprehensive Plan”, City of North Miami, FL (2008)

“Comprehensive Plan” City of Tamarac, FL (2008)

“Comprehensive Plan”, City of North Miami Beach, FL (2007)

“Comprehensive Plan”, Miami Shores Village, FL (2007)

“Federal Highway Corridor Plan”, Pompano Beach, FL (2006)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Sunrise, FL (2006)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Parkland, FL (2006)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Tamarac, FL (2006)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Wilton Manors, FL (2006)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Miami Shores Village, FL (2005)

“Evaluation and Appraisal Report” of the Comprehensive Plan. North Miami Beach, FL (2005)

“Southwest Ranches Comprehensive Plan “Review and commentary on proposed provisions. Town of Southwest Ranches, FL (2002)

“Federal Highway Corridor Community Redevelopment Plan,” Boynton Beach, FL (2001)

“Regional Activity Center”, Town of Davie, FL (2016)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Land Use, Conservation, Recreation and Open Space, Intergovernmental Coordination Elements. Davie, FL (1994)

#### **HOUSING-RELATED STUDIES**

Housing Study, City of Sugar Hill, Georgia (2015)

Community Visioning and Comprehensive Housing Study, City of North Miami, FL (2006)

Dania Beach Housing Authority HUD Grant, City of Dania Beach, FL (2015-2016)

Community Redevelopment Plan, City of Dania Beach, FL (2008)

Development Plan within the Regional Activity Center, Town of Davie, FL (2007-2008)

Housing Study within the Regional Activity Center, Town of Davie, FL (2007-2008)

Community Redevelopment Plan, City of Boynton Beach, FL (2001-2002)

Comprehensive Plan and Housing Element, City of Wilton Manors, FL (2013)

Analysis of Affordable Housing, Town of Southwest Ranches, FL (2003)

#### **CONSENSUS BUILDING**

City of Wilton Manors, FL (2003)

City of Oakland Park (2008)

City of Dania Beach, FL (2009)

City of Deerfield Beach, FL (2015)

City of Sugar Hill, GA (2015)

City of North Miami, FL (2015)

City of Hallandale Beach, FL (2016)

#### **OTHER AUTHORED DOCUMENTS AND MONOGRAPHS**

Economic Impact of Runway Expansion on Residential Values and Ad Valorem Revenues as part of the Westside Master Plan (2009).

“Lauderdale Lakes Affordable Housing Analysis,” (2008).

“Analysis of the M-1 Zoning District for the City of Boynton Beach,” (2006).

“An Analysis of the Affordable Housing Issue in Southwest Ranches, Florida,” (2005).

“Analysis of Affordable Housing in Three Broward County, Florida Communities,” (2005).

“Analysis of the Impact of General Commercial Uses and of Fuel Sales Facility Uses on the Assessed Value of Single Family Residential Uses,” (2003).

“Analysis of the Economic Impact of Exempting Regional Activity Centers from Traffic Concurrency,” (2001).

“Analysis of the Economic Impact on Fort Lauderdale of Vessels in Excess of Eighty Feet in Height, “ (1994).

“The Economic Impact of Environmental Protection Regulations on the Budget of Municipal Government,” (1993).

“Branch Office Expansion Plan,” (1987). Short and long range development plan utilized multiple regression analysis with place of employment and place of residence as variables to determine future office locations.

#### **PROFESSIONAL EXPERIENCE**

Michele Mellgren, AICP, has more than thirty years of public and private sector experience in urban planning, zoning and land use, including providing expert witness testimony, where she has qualified in circuit court as a planning expert. She is the principal-in-charge of The Mellgren Planning Group, Inc., which was established in 1998 to provide professional planning, zoning, land use and expert witness consulting services to the public and private sectors.

Ms. Mellgren has current extensive experience in all phases of planning, zoning and land use matters, providing services to a number of local governments and private clients. Her current experience routinely includes undertaking land use plan amendments; rezonings; variances; redevelopment plan preparation; development research; economic impact analyses; zoning code and land development code preparation, interpretation and application; and, providing expert witness testimony. She has provided expert witness testimony in more than 500 public hearings and has also qualified as an expert witness in Circuit Court. She also serves as the planning and zoning official for the City of Parkland, Florida, and serves as the planning official for the Town of Southwest Ranches.

Until the establishment of the firm, Ms. Mellgren worked from 1994 to 1998 for the Town of Davie, where she was the Director of Development Services. In that capacity, she was responsible for preparing and administering the comprehensive plan, the zoning code and land development regulations. She also reviewed and made recommendations for all related applications, many of them in a quasi-judicial setting as an expert witness for the Town. These applications included site development plans, land use plan amendments, rezonings, variances, special permits, plats and delegation requests. Ms. Mellgren also directed the operations of code compliance, building permits, occupational licensing and community redevelopment, overseeing an annual budget of approximately \$3.5 million.

Prior to joining the Town of Davie, Ms. Mellgren worked from 1989 to 1994 for the City of Fort Lauderdale as Development Programs Manager. In this capacity, she undertook a variety of unique and complex planning projects and programs. Ms. Mellgren was responsible for implementing segments of the beach redevelopment plan; advocating for the marine industry and marine development community; streamlining the housing redevelopment program; and, preparing economic analyses.

Before she joined the public sector in Florida, Ms. Mellgren served in the private sector in the Washington, D.C. area from 1985 until 1989. During this time, she worked for Dewberry & Davis, a large planning and engineering consulting firm, to provide comprehensive consulting services to the development community. Subsequently, she worked for Winchester Land, a land development and home building subsidiary of the Weyerhaeuser Company. While working for Dewberry & Davis, she assisted in processing numerous rezonings and land use application projects. She also prepared a comprehensive short and long-range expansion plan for the area's leading financial institution. As Development Manager for Winchester Land, Ms. Mellgren was responsible for identifying and resolving issues to allow for land development projects.

# AICPA

MICHELE C. MELLGREN

HAS QUALIFIED AS A

**MEMBER**

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

JULY 1996

DATE OF MEMBERSHIP

*William H. Brody*

PRESIDENT

*James S. So*

EXECUTIVE DIRECTOR

Michele Mellgren

has completed

NCI Charrette Management  
and Facilitation™ Training

*March 2009*



Bill Lennertz Executive Director

NATIONAL CHARRETTE INSTITUTE, PORTLAND, OREGON

# NCI

national **charrette** institute

Michele Mellgren

has completed

# NCI Charrette System™ Training

*March 2009*



**Bill Lennertz** Executive Director

NATIONAL CHARRETTE INSTITUTE, PORTLAND, OREGON



**JEFFREY N. KATIMS, AICP, CNU-A**

**PROFESSIONAL QUALIFICATIONS**

**EDUCATION**

Master's Degree: Urban and Regional Planning  
Florida State University, Tallahassee, FL

Bachelor of Arts Degree: Psychology  
State University of New York, College at Oneonta, Oneonta, NY

Virginia Polytechnic Institute  
Academy for the New Urbanism, Form-Based Codes Institute

University of Miami, School of Architecture  
Principles and Practices of New Urbanism, CNU Accreditation

Office of the Attorney General  
Florida Crime Prevention Training Institute

**PROFESSIONAL MEMBERSHIPS OR DESIGNATIONS**

**American Institute of Certified Planners (AICP)**

Membership Number 012252 – Effective 1996  
This is the highest level of earned professional planning certification

**American Planning Association (APA) – National Chapter**

Membership Number 076051 - Effective 1990

**Florida American Planning Association (FAPA)**

Membership effective 1990

**Broward County Section of American Planning Association (BAPA)**

Membership effective 1993

**Congress for the New Urbanism-Accredited**

Membership effective 2009

**PROFESSIONAL AFFILIATIONS**

Urban Land Institute (1999-2001)  
Florida League of Cities, Broward County Technical Advisory Committee Secretary (1997-1998)

**AWARDS OR RECOGNITIONS**

City of Hallandale, FL – Employee of the Year Award, 1995

**AUTHORED ZONING CODES AND LAND DEVELOPMENT REGULATIONS**

City of Parkland, Broward County, FL  
*Rewrite entire zoning code, including sign code (2015)*

City of Wilton Manors, Broward County, FL  
*Prepare form based code for Transit Oriented Corridor (2012)*

City of Coconut Creek, Broward County, FL  
*Prepare sign code (2011)*

City of Dania Beach, Broward County, FL  
*Prepare unified land development regulations (2010)*

City of Miami Gardens, Miami Dade County, FL  
*Update land development regulations (2010)*

City of Dania Beach, Broward County, FL  
*Prepare form based code (2009)*

City of Plant City, Hillsborough County, FL  
*Prepare form based code (2009)*

Town of Davie, Broward County, FL  
*Prepare form based code(2008)*

City of Pinellas Park, Pinellas County, FL  
*Prepare zoning regulations (2005)*

Town of Southwest Ranches, Broward County, FL  
*Prepared unified zoning and land development regulations (2004)*

Town of Lauderdale-By-The-Sea. Broward County, FL  
*Prepare unified zoning and land development regulations (2003)*

City of Wilton Manors, Broward County, FL  
*Prepared unified zoning and land development regulations (2003)*

City of Boynton Beach, Palm Beach County, FL  
*Prepared new zoning districts to implement redevelopment plan (2001)*

Town of Davie, Broward County, FL  
*Prepared the Griffin Corridor District and other new zoning standards and land development regulations (1996-2001)*

**AUTHORED REDEVELOPMENT PLANS AND COMPREHENSIVE PLANS**

“Evaluation and Appraisal Report” of the Comprehensive Plan. Miami Shores Village, FL (2005)

“Evaluation and Appraisal Report” of the Comprehensive Plan. North Miami Beach, FL (2005)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Sunrise, FL (2005)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Parkland, FL (2005)

“Evaluation and Appraisal Report” of the Comprehensive Plan. Tamarac, FL (2005)

“Southwest Ranches Comprehensive Plan.” Review and commentary on proposed provisions. Town of Southwest Ranches, FL (2002)

“Town of Davie Comprehensive Plan Evaluation and Appraisal Report Amendments.” Davie, FL (1997)

“City of Hallandale Beach Comprehensive Plan Evaluation and Appraisal Report.”(Future Land Use Element and Coastal Element). Hallandale Beach, FL (1996)

"County Line Road Corridor Plan." Hallandale, Florida (1995)

"Fashion Row District Plan." Hallandale, Florida (1993)

**OTHER AUTHORED DOCUMENTS AND MONOGRAPHS**

"Potable Water Level of Service Standards", (Minch, Katims) *Florida Planning* (2009)

"Concurrency Management System for North Miami Beach (2004)

"Justification for the Davie Regional Activity Center." (1997)

"Albany-Dougherty County Paratransit Plan." (1992)

**PROFESSIONAL EXPERIENCE**

Jeff Katims, AICP, CNU-A has more than 22 years of public and private sector experience in urban planning, zoning and land use, including providing expert witness testimony. He is the Managing Principal of The Mellgren Planning Group, Inc., which provides professional planning, zoning, land use and expert witness consulting services to the public and private sectors.

Mr. Katims has current extensive experience in all phases of planning, zoning and land use matters, providing services to a number of local governments and private clients on behalf of the firm. His current experience routinely includes undertaking land use plan amendments; rezonings; variances; development research; zoning code and land development code preparation, interpretation and application; and, providing expert witness testimony. Mr. Katims has qualified as an expert witness in State of Florida Administrative Hearings. He also serves as the assistant planning and zoning official for the Town of Southwest Ranches, Florida, including serving as the Town's expert witness in quasi-judicial land use matters, as necessary.

Until joining The Mellgren Planning Group, Mr. Katims worked from 1996 to 2001 for the Town of Davie, where he was ultimately the Planning and Zoning Manager. In that capacity, he was responsible for preparing and administering the comprehensive plan, the zoning code and land development regulations. He also reviewed and made recommendations for numerous land use related applications, many of them in a quasi-judicial setting as an expert witness for the Town. These applications included site development plans, land use plan amendments, rezonings, variances, special permits, plats and delegation requests.

Prior to joining the Town of Davie, Mr. Katims worked from 1993 to 1996 for the City of Hallandale Beach as Associate Planner. In this capacity, he undertook a variety of planning projects. Mr. Katims was responsible for analyzing development requests; writing and implementing segments of the comprehensive plan; amending and administering the zoning code; and, preparing redevelopment plans and assisting in their implementation.

Before relocating to Florida, Mr. Katims provided professional planning services to the Albany Dougherty Planning Commission in Albany, Georgia from 1991 to 1993. For this City/County Planning Commission, he administered multiple city and county zoning and subdivision regulations; analyzed land development applications; and, prepared and implemented the County's first ADA Paratransit Plan.

# AICP

JEFFREY NEIL KATIMS

HAS QUALIFIED AS A

**MEMBER**

AMERICAN INSTITUTE OF CERTIFIED PLANNERS

**JULY 1996**

DATE OF MEMBERSHIP



PRESIDENT



DIRECTOR

# CNU

The Congress for the New Urbanism  
on the nomination of the faculty of the  
University of Miami  
School of Architecture  
recognizes

## Jeff Katims

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as a CNU Accredited Member

DATE

December 16, 2009

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CONGRESS  
FOR THE  
NEW  
URBANISM

*Elizabeth Plater-Zyberk*

ELIZABETH PLATER-ZYBERK

*Dean*

University of Miami  
School of Architecture

*John Norquist*

JOHN NORQUIST

*President and CEO*  
Congress for the  
New Urbanism

# Office of the Attorney General

Division of Victim Services  
and Criminal Justice Programs

*Awards this certificate of recognition to*

**JEFF KATIMS**

*as evidence of the successful completion of the course*

**Basic Crime Prevention Through Environmental Design  
24 Hours**

*In witness thereof, this diploma, duly signed and with the Seal of the State of Florida  
affixed, has been issued by the Attorney General upon recommendation of the faculty on this  
30th Day of August, 1995*



A handwritten signature in black ink, which appears to read "R. A. Butterworth", is written over a horizontal line.

**Robert A. Butterworth**  
Attorney General  
State of Florida



*The Board of Directors of the  
Form-Based Codes Institute acknowledges that*

**Jeff Katims**

*has completed the Institute's inaugural  
course series in August 2006.*

A handwritten signature in blue ink, reading "Paul Crawford".

Paul Crawford, FAICP  
Chairman, Form-Based Codes Institute  
Board of Directors

A handwritten signature in blue ink, reading "Peter Katz".

Peter Katz  
President, Form-Based Codes Institute

A handwritten signature in blue ink, reading "Arthur C. Nelson".

Arthur C. Nelson, Ph.D., FAICP  
Director, Urban Affairs and Planning  
Virginia Tech, National Capital Region

**FBCI** Form-Based  
Codes  
Institute



**ACADEMY** for the  
**NEW URBANISM**

**ALTHEA P. JEFFERSON, AICP**  
**PROFESSIONAL QUALIFICATIONS**

**EDUCATION**

Master's Degree: Urban and Regional Planning  
Florida State University, Tallahassee, FL

Bachelor of Science Degree: Political Science  
Florida A&M University, Tallahassee, FL

**PROFESSIONAL MEMBERSHIPS OR DESIGNATIONS**

**American Institute of Certified Planners (AICP)**

Membership Number 022219 – Effective 1998

This is the highest level of earned professional planning certification

**American Planning Association (APA) – National Chapter**

Membership Number 116673 - Effective 1993

**Broward County Section of American Planning Association (BAPA)**

Membership effective 2013

**PROFESSIONAL AFFILIATIONS**

Leadership Orlando, 1998

Leadership Orlando Alumni Board, 2004

**AWARDS OR RECOGNITIONS**

Central Florida YMCA Black Achievers, Adult achiever, Class of 2000-2001

**GENERAL MUNICIPAL PLANNING SERVICES**

City of St. Petersburg, Pinellas County, FL (1993-1994)

Orange County, FL (1994-2012)

City of Hallandale Beach, Broward County, FL (2012- 2017)

City of Parkland, Broward County, FL (2017 - Present)

**DEVELOPMENT REVIEW SERVICES**

City of Parkland, Broward County, FL (2017 – Present)

City of Hallandale Beach, Broward County, FL (2013 – Present)

**AUTHORED ZONING CODES AND LAND DEVELOPMENT REGULATIONS**

City of Hallandale Beach, Broward County, FL

*Prepare amendments to land development regulations*

*Prepare form based code for Regional Activity Center (2014, 2016)*

**AUTHORED REDEVELOPMENT PLANS AND COMPREHENSIVE PLANS**

“Wekiva Study Area Land Use Plan Amendments.” Orange County, FL (2007)



“Evaluation and Appraisal Report” of the Comprehensive Plan, Orange County, FL (2008)

“Orange County Comprehensive Plan 2010-2030,” Orange County, FL (2009)

“City of Hallandale Beach Comprehensive Plan Evaluation and Appraisal Report,” Hallandale Beach, FL (2017)

#### **ORGANIZED PLANNING BEST PRACTICE EDUCATIONAL EVENTS**

Orange County Neighborhood Conference, Orange County, FL (1996)

Planning Matters, Orange County, FL (1997)

Orange County Redevelopment Conference, Orange County, FL (2008, 2012)

#### **CONSENSUS BUILDING**

City of St. Petersburg, FL (1993-1994)

Orange County, FL (1995, 1996, 2007)

City of Hallandale Beach, FL (2013, 2014, 2016, 2017)

City of Hallandale Beach, FL (2016)

#### **OTHER AUTHORED DOCUMENTS AND MONOGRAPHS**

“Ninth Avenue Corridor Study,” City of St. Petersburg, FL (1994)

“Winter Garden Community Action Plan” (1995) Orange County, FL Targeted Community

Initiative\* “Orange County Infill Master Plan” 2008

\* The Targeted Community Initiative was awarded the 1997 Public Service Excellence Award by President Clinton

#### **PROFESSIONAL EXPERIENCE**

Althea Jefferson, AICP, has over 20 years of public sector experience in urban planning, zoning and land use, intergovernmental coordination and public engagement. She is Senior Associate with The Mellgren Planning Group, Inc., which provides professional planning, zoning, land use and expert witness consulting services to the public and private sectors.

Ms. Jefferson has experience in all phases of planning, zoning and land use matters. Her current experience routinely includes undertaking land use plan amendments; rezonings; variances; development research; zoning code and land development code preparation, interpretation and applications.

Until joining The Mellgren Planning Group, Ms. Jefferson worked from 2012 to 2017 for the City of Hallandale Beach as the Planning and Zoning Manager. In that capacity, she was responsible for implementing and updating the comprehensive plan, the zoning and land development code regulations, and administrative policies. She also provided staff oversight and made recommendations for numerous development applications. These applications included site development plans, land use plan amendments, rezonings, variances, special permits, plats and delegation requests.

Prior to joining the City of Hallandale Beach, Ms. Jefferson worked from 1994 to 2012 for Orange County, Florida. During this eighteen (18) year time span, she served in various positions and took on a variety of planning, outreach, economic development, redevelopment, and community engagement projects.

Early in her career, Ms. Jefferson worked as a planner with the City of St. Petersburg where she provided neighborhood planning, zoning services, and corridor analyses.

# The American Institute of Certified Planners

The Professional Institute of the American Planning Association

hereby qualifies

## Althea Plair Jefferson

as a member  
with all the benefits  
of a Certified Planner and  
responsibility to the  
AICP Code of Ethics  
and Professional Conduct.

Certified Planner Number: 022219

January 24, 2008



*Paul Fan*

PRESIDENT

EXECUTIVE DIRECTOR

**Rebekah G. Brightbill-Dasari, CNU-A**

**PROFESSIONAL QUALIFICATIONS**

**EDUCATION & TRAINING**

Master's Degree: Urban and Regional Planning  
University of South Florida, Tampa, FL

Bachelor of Arts Degree: Community Development (Concentration | U.S. Urban Economic Development)  
Covenant College, Lookout Mountain, GA

National Charrette Institute, NCI Charrette System Training  
Upcoming (March 2017)

Florida Redevelopment Association Redevelopment Academy  
"Redevelopment 101," "Budgeting, Finance, and Reporting," and "Redevelopment Incentives"

**PROFESSIONAL MEMBERSHIPS OR DESIGNATIONS**

Congress for the New Urbanism CNU Accreditation

American Planning Association (APA) – National Chapter

Florida American Planning Association (FAPA)

Broward County Section of American Planning Association (BAPA)

Former City of Bradenton Affordable Housing Advisory Committee Member

**AWARDS OR RECOGNITIONS**

Florida Redevelopment Association Conference (2013)  
*Presented as part of panel on "Working with Non-Profits on the CRA Missions"*

Florida Academy of Science (FAS) Annual Conference (2010)  
*Received Award for "Outstanding Graduate Student Paper" in the Urban and Regional Planning Division for Research "Suburbanization Urban Decline and Government Policy in Manatee County"*

**GENERAL MUNICIPAL PLANNING SERVICES**

City of Parkland, Broward County, FL (2015-current)

Town of Southwest Ranches, Broward County, FL (2015-current)

**DEVELOPMENT REVIEW SERVICES**

City of Parkland, Broward County, FL (2015-current)

City of Lauderdale Lakes, Broward County, FL (2015-current)

Town of Southwest Ranches, Broward County, FL (2015-current)

**REDEVELOPMENT PLANS AND COMPREHENSIVE PLANS**

“Regional Activity Center”, City of Hallandale Beach, FL (2016)

“Comprehensive Plan”, City of Parkland, FL (2015-2016)

“Water Supply Plan”, City of Parkland, FL (2015-2016)

“EAR Based Amendments” and Comprehensive Plan Update, City of North Miami, FL (2015-2016)

“EAR Based Amendments”, City of Delray Beach (2017)

“EAR Based Amendments”, City of Hallandale Beach (2017)

“Water Supply Plan,” Town of Southwest Ranches (2016-2017)

### **HOUSING-RELATED STUDIES**

Housing Study, City of Sugar Hill, Georgia (2015)

Dania Beach Housing Authority HUD Grant, City of Dania Beach, FL (2016)

### **CULTURAL DISTRICTS**

City of Bradenton Central Community Redevelopment Agency (CCRA), Bradenton, FL (2006-2014). At the CCRA, Ms. Dasari worked with community residents to commemorate under-recognized historical sites of significance to the local African American community. One project commemorated the Lyles Bryant Colored School, which served African American children in the community prior to desegregation. A second project commemorated the location of the historic 13<sup>th</sup> Avenue Community Center, which received funding from the Eisenhower Administration through Eleanor Roosevelt’s relationship with Mary McLeod Bethune (who knew influential community residents). This project also developed a committee of residents to choose a significant piece of public art to accompany the Florida State historical site marker.

### **RECENT RESEARCH**

University of South Florida

Thesis | “Bradenton, FL: A Patchwork City.”

*The study looked at the impact of federal, state, and local planning and urban policy on neighborhood development. While the study acknowledged neighborhoods based on consumer preference, it concluded that these policies resulted in inequality of place and race, clustering racial minorities in center city neighborhoods with deteriorated infrastructure and income inequality. The City’s economically and racially segregated neighborhoods are not the inevitable outcome of market forces, but rather reflect decades of federal, state, and local policy decisions. This, in turn, affects the ability of the City to be competitive with other cities as a metropolitan whole.*

“Minority Business Creation in Newtown: Equalizing the Reach of Green.”

Sarasota, FL

*A component of a multi-part project on “greening” the low-income Newtown neighborhood of Sarasota, FL, this project looked at ways for the Newtown Community Redevelopment Agency (CRA) to assist the redevelopment area in growing income and wealth through the green construction industries. This was an appropriate recommendation in the context of current trends in the green building and construction, given the small-scale construction microenterprise development possibilities that exist in the Newtown neighborhood. Newtown had a history of creative entrepreneurial thinking. The growth and development of a sustainable economy in Newtown was identified in the master plan goals of the Newtown CRA, and the CRA had done a great deal of work to establish entrepreneurial development programming. With the growth of green jobs and green industry nationally and locally, an absence of training in green industry would exclude the residents of Newtown*

*from these high growth industries that demonstrated great potential for both employment and business growth.*

### **PROFESSIONAL EXPERIENCE**

Rebekah Dasari has 10 years of public sector experience in redevelopment planning, community development, and economic development management. Ms. Dasari has extensive involvement with redevelopment project management and economic development program design. She is particularly interested in asset mapping, community engagement, participatory planning, research design and implementation, and economic development strategies.

At the Mellgren Planning Group, Ms. Dasari is involved in site plan review, municipal general planning, comprehensive planning, build-out analysis, GIS mapping and analysis, and economic development program development.

Prior to joining The Mellgren Planning Group, Ms. Dasari was the CRA Manager for, a 598 acre CRA with approximately 4,600 residents. She was responsible for capital projects due-diligence, coordination, and management (including a 25 acre, \$6 million urban park revitalization project; a 16,000 square foot urban grocery store with 9,000 square feet of retail outparcels; and predevelopment work on an enterprise center campus designed to collocate the agency's small business development and workforce training providers, along with the non-profit supportive services, to simplify delivery to the client population for the holistic delivery of economic development services). She managed CRA finances and compliance. She was also involved in economic development programming design, outreach, and coordination (including work on the creation of a non-profit dedicated to low-income microbusiness development); a multi-year free income tax preparation program through the IRS VITA Program; and a multi-year, public-private workforce funders initiative. She also worked on several public art and community history preservation projects, which she then proposed be expanded into a history corridor. Ms. Dasari has experience in public and private, local, state, and federal grant applications, management, and compliance, including CDBG project grant applications and reporting.

# CNU

The Congress for the New Urbanism  
on the nomination of the faculty of the  
University of Miami  
School of Architecture  
recognizes

## Rebekah Dasari

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as a CNU Accredited Member

D A T E

**March 30, 2015**

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CONGRESS  
FOR THE  
NEW  
URBANISM



RODOLPHE EL-KHOURY, PhD  
Dean and Professor of Architecture  
University of Miami School of Architecture



LYNN RICHARDS  
President and CEO  
Congress for the New Urbanism

NCI

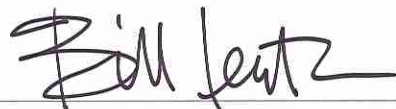
nationalcharretteinstitute

Rebekah Dasari

has completed

NCI Charrette System™  
Training

*March 2017*



Bill Lennertz Executive Director

NATIONAL CHARRETTE INSTITUTE, PORTLAND, OREGON



**Kaitlyn Forbes, CNU-A**

**PROFESSIONAL QUALIFICATIONS**

**EDUCATION**

Master's Degree: Urban Design  
Ball State University, Indianapolis, Indiana

Bachelor of Urban Planning and Development  
Ball State University, Muncie, Indiana

Congress for the New Urbanism - Accredited

**PROFESSIONAL MEMBERSHIPS OR DESIGNATIONS**

**American Planning Association (APA) – National Chapter**  
Membership effective 2015

**Florida American Planning Association (FAPA)**  
Membership effective 2015

**Broward County Section of American Planning Association (BAPA)**  
**Urban Design and Preservation Division**  
Membership effective 2015

**AWARDS OR RECOGNITIONS**

American Planning Association: Indiana Chapter (2012)  
*Honorable Mention for Student Project: Transit-Oriented Development Proposal, Meridian-Kessler  
Neighborhood, Indianapolis, IN.*

**SKILLS**

Graphics: *Adobe Creative Suite*

3-D Modeling and Animation: *Lumion 3-D, Trimble Sketch-Up, Adobe Premiere*

Mapping: *ESRI GIS*

Data Collection and Analysis: *ESRI Community Analyst, ESRI Business Analyst*

**GENERAL MUNICIPAL PLANNING SERVICES CONTRACT**

City of Parkland, Broward County, FL (2015-current)  
*Serve as full-time planning and zoning staff.*

Village of Estero (2016-current)  
*Serve as extension of staff, under direction of Village Attorney. Assisted in establishing Land Development Code standards for a new Future Land Use category. Assisted with development review and preparation of expert witness testimony.*

City of Hallandale Beach, Broward County, FL (2015-current)  
*Serve as extension of staff. Ongoing projects include expanding the Regional Activity Center (allowable units), conducting development review, and facilitating public participation workshops.*

Town of Southwest Ranches, Broward County, FL (2015-current)

*Serve as planning and zoning staff. Conduct development review and planning research. Prepare zoning determination letters.*

Town of Davie, Broward County, FL (2015-current)

*Serve as extension of staff. Process Town-initiated right-of-way vacation.*

Town of Orchid, Indian River County, FL (2015-2016)

*Served as full-time planning staff for Town. Conducted development review and assisted with preparation of all associated material. Assisted with preparation of expert witness testimony.*

### **DEVELOPMENT REVIEW SERVICES**

City of Delray Beach, Palm Beach County, FL (2017-current)

*Planning and zoning reviewer. Coordinates review with City Staff and prepares Staff Reports.*

City of Boca Raton, Palm Beach County, FL (2016-current)

*Primary urban design reviewer for the City. Reviews all projects submitted within the downtown area. Meets with applicants to discuss alternatives and provides determination to Community Appearance Board.*

Village of Estero, Lee County, FL (2016-current)

*Planning and zoning reviewer for Village under direction of Village Attorney. Reviews site plans and prepares Staff Reports and associated Planning Board presentations.*

City of Parkland, Broward County, FL (2015-current)

*Planning and zoning reviewer. Reviews site plans and all associated applications including Community Appearance Board review. Prepares Development Review Committee reports and Staff Reports.*

City of Hallandale Beach, Broward County, FL (2015-current)

*Planning and zoning reviewer. Reviewed site plan and landscape plan for 1M SF + development including, 4 site plans, and applications for rezoning, major development, and variances.*

City of Miramar, Broward County, FL (2015-current)

*Primary planning and zoning reviewer for City. Reviews site plans, variance applications, conditional use applications and community appearance standards. Responsible for Development Review Committee reports.*

Town of Southwest Ranches, Broward County, FL (2015-current)

*Planning and zoning reviewer. Reviews site plans and all associated applications. Prepares mail notices and associated maps.*

Town of Orchid, Indian River County, FL (2015-2016)

*Primary planning and zoning reviewer. Reviewed site plan and variance applications. Responsible for preparing Staff Report and Planning Board presentations.*

### **ZONING CODES AND LAND DEVELOPMENT REGULATIONS**

Village of Estero, Lee County, FL

*Assisted with preparing land development regulations for a newly established Future Land Use category. (2015)*

City of Dania Beach, Broward County, FL

*Partnered with Community Redevelopment Agency and Planning Department staff to apply qualitative review components to development review process and foster redevelopment. (2015)*

### **EXPERT WITNESS TESTIMONY**

Ms. Forbes has helped to prepare expert witness testimony in partnership with:

Lewis, Stroud, Deutsch. PL  
*City of West Palm Beach, FL (2016)*

Lewis, Stroud, Deutsch. PL  
*Village of Estero, FL (2016)*

Lewis, Stroud, Deutsch. PL  
*Town of Orchid, FL (2015)*

Arnstein & Lehr, LLP  
*Fort Lauderdale, FL (2016)*

### **REDEVELOPMENT PLANS AND COMPREHENSIVE PLANS**

“Regional Activity Center”, City of Hallandale Beach, FL (2015-2016)  
*Assisted in study to analyze market demands and make recommendations to the Broward County Planning Council. Goal to increase number of buildable units within the existing RAC to foster development. Assisted with public outreach, messaging, and social media.*

“Comprehensive Plan”, City of Parkland, FL (2015-2016)

“Evaluation and Appraisal Report”, City of North Miami, FL (2015-2016)

### **HOUSING-RELATED STUDIES**

Housing Study, City of Sugar Hill, Georgia (2015)  
*Assisted with existing conditions inventory and analysis. Created charrette material including preference surveys to develop consensus for future housing developments.*

South Central Neighborhood Action Plan, City of Muncie, Indiana (2012)  
*Partnered with South Central Neighborhood Association and CDC. Plan developed to analyze existing conditions and drive future investments and prioritization.*

### **CONSENSUS BUILDING AND CHARRETTE FACILITATION**

City of Hallandale Beach, FL (2016)

City of Sugar Hill, GA (2015)

City of Detroit, MI (2014)

City of Scottsburg, IN (2013)

South Central Neighborhood, City of Muncie, IN (2012)

### **URBAN DESIGN PROJECTS**

Transit-Oriented Corridor Redevelopment Study  
*City of Wilton Manors (2016)*

*Modeling study to examine redevelopment opportunities resulting from a land use plan amendment. Study considered parcel aggregation options and land development regulation standards to ensure feasibility. Final deliverable included a Lumion model and 2D renderings.*

Urban Density Study

*City of North Miami, FL (2015)*

*3-D modeling study to examine the impacts of changing corridor development regulations. Study was conducted in conjunction with updating the Future Land Use Map.*

Great Places 2020

*LISC, City of Indianapolis, IN (2015)*

*Visionary community development project to transform places in Marion County neighborhoods into dynamic centers of culture, commerce, and community.*

Mass Ave - Brookside Industrial Corridor Study

*Riley Area Development Corporation, City of Indianapolis, IN (2015)*

*Planning study conducted to inventory and analyze existing conditions and recommend development strategies for a defunct industrial corridor seeking revitalization.*

**PROFESSIONAL EXPERIENCE**

Kaitlyn Forbes, CNU-A has 3 years of private sector experience in urban design, urban planning, zoning and land use. She has also assisted in preparing expert witness testimony. She is the Urban Designer for The Mellgren Planning Group Inc., which provides professional planning, zoning, land use, and expert witness consulting services to the public and private sectors.

Ms. Forbes has experience in current and long-range planning, design, and land use matters, providing services to a number of local governments and private clients on behalf of the firm. Her current experience routinely includes undertaking development review and research, land use plan amendments, comprehensive planning, and processing development applications on behalf of private clients. She also assists in preparing expert witness testimony.

Prior to joining the Mellgren Planning Group, Ms. Forbes worked for Anderson and Bohlander, an urban design and landscape architecture firm in Indianapolis, Indiana. In that capacity, she worked as an intern during graduate school and assisted with developing two of the Great Places 2020 studies. Local Initiatives Support Corporation (LISC) of Indianapolis launched Great Places 2020 with the goal of transforming three strategic places in Marion County into neighborhood centers exuding livability, opportunity, vitality, and education (LOVE). Great Places are intended to be dynamic centers of culture, commerce, and community. Ms. Forbes's role included field research, inventory and analysis, and graphic development. Throughout the process, she worked with real estate developers and marketing specialists to create a final graphic publication addressing the neighborhood's existing conditions, strengths, weaknesses, and opportunities.

While at Anderson and Bohlander, Ms. Forbes also worked on the Mass Ave. Industrial Corridor Study. After decades of neglect and vacancy, the Mass Ave/Brookside Industrial Corridor aspired to be a leading example of rebranding a legacy industrial district into a desirable urban center of making and manufacturing. Ms. Forbes was involved in the primary corridor study that focused on both economic development and quality of life for workers and residents, with an emphasis on connectivity, collaboration, and a balance of character and function. She helped develop the final publication and generated a series of inventory and analysis maps.

Before she joined the private sector, Ms. Forbes served as an intern in with the New York State Office of Climate Change. Here she aided in the successful launch of the Climate Smart Communities (CSC) certification program, which is an interagency effort with the goals of reducing greenhouse emissions, preparing for the impact of climate change, and saving taxpayer money. Since the launch, over 187 communities have been certified as bronze, silver, or gold CSC municipalities. Ms. Forbes also reviewed Regional Sustainability Plans and drafted municipal guidance documents, regulations, and strategic messaging methods.



The Congress for the New Urbanism  
*recognizes*

**Kaitlyn Forbes**  
**CNU-Accredited member**

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*on the nomination of the faculty of*  
**University of Miami School of Architecture**

*as of*  
**March 23, 2016**

A handwritten signature in black ink, appearing to read "Rudolphe EL-Khoury".

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**Rudolphe EL-Khoury PhD**  
Dean & Professor of Architecture,  
University of Miami School of  
Architecture

A handwritten signature in black ink, appearing to read "Lynn Richards".

---

**Lynn Richards**  
President & CEO, Congress for the New  
Urbanism

NCI

national **charrette** institute

Kaitlyn Forbes

has completed

NCI Charrette System™  
Training

*March 2017*



Bill Lennertz Executive Director

NATIONAL CHARRETTE INSTITUTE, PORTLAND, OREGON

**Timothy O. Haynes**

**PROFESSIONAL QUALIFICATIONS**

**EDUCATION**

Bachelor of Urban Design and Regional Planning  
Minor in Public Management  
Concentration: Planning and Design  
Florida Atlantic University, Boca Raton, FL  
Graduation: December 2016  
*Academic Deans List*

**PROFESSIONAL MEMBERSHIPS OR DESIGNATIONS**

Crime Prevention Through Environmental Design (CEPTED)  
Membership Effective 2015

Broward County Section of American Planning Association (BAPA)  
Membership effective 2016

**AFFILIATIONS**

Broward County Section of American Planning Association Board Member (2016)

National Society of Leadership and Success, Planning Society

**ZONING CODES AND LAND DEVELOPMENT REGULATIONS**

Delray Beach, Palm Beach County, FL (2015)  
*Formulated Special Activity District (SAD) updated Zoning District Map and inclusionary Zoning Regulations in Land Development Regulations*

**REDEVELOPMENT PLANS**

City of Hallandale Beach, Broward County, FL (2016-present)  
*Assisted with development of public outreach workshop series. Developed mitigation strategies based on citizen-identified development concerns.*

**CONSENSUS BUILDING AND PUBLIC WORKSHOPS**

City of Hallandale Beach, Broward County, FL (2016)

**PROFESSIONAL EXPERIENCE**

Timothy Haynes has nearly 2 years of professional planning experience. As a current Urban Design and Regional Planning Student at Florida Atlantic University, Mr. Haynes has had substantial experience providing planning reports including data research analysis, population and employment projections, traffic reports and mitigation strategies, pedestrian and urban design inclusionary principles, and implementation strategies. Minor in Public Management has also assisted with leadership skills and fortified work ethics concerning public sector administrative duties. Mr. Haynes' educational experience in the School of Urban and Regional Planning program at Florida Atlantic University has been a catalyst in providing planning, transportation, economic and environmental development services as a student and professional. Continuing his educational aspirations as a professional planner, he will commence in the Master's Program provided at Florida Atlantic University in Urban Planning.

Mr. Haynes has experience in both the private and public sectors of planning. His experience consists of planning and zoning, notifying issues and providing complex solutions through data analysis. Specifically, Mr. Haynes' experience includes development application and site plan review, answering zoning inquiries pursuant to municipal code, and providing professional and technical feedback to clientele for various development projects. His current duties involve

working with various municipalities to provide analytical solutions and mitigation strategies for development and transportation issues within a given region.

Prior to joining The Mellgren Planning Group, Mr. Haynes worked as an intern with the City of Delray Beach for over one year. There, his core responsibilities included participating in client meetings to discuss the development processes, and deriving suggestions pursuant to the City's Land Development Regulations. He also managed development review and provided Development Review Committee notes.

Prior to working at the City of Delray Beach, Mr. Haynes worked as a Zoning Coordinator with SBA Communications reviewing telecommunication applications and sanctioning permissible construction standards under municipal regulation.



## Tab 6: Clients for Whom TMPG Has Performed Similar Services & References



# TMPG Clients | Similar Services



The Mellgren Planning Group (TMPG) offers these references, for whom the firm has provided similar services.

Reference 1: CITY OF NORTH MIAMI BEACH, FL		
Name of Contact: Tanya Wilson, Sejour, AICP	Email: tsejour@northmiamifl.gov	Phone: (305) 895-9828
Address: 776 NE 125th Street, North Miami Beach, FL 33161	Contract Term: 2007-2008, & 2015-2016	Estimated & Actual Cost: 2007: \$375,000 2015: \$23, 000 (estimated), \$56,000 (actual), due to changes the client requested to the scope.
<p><b>Project Description:</b> In 2007, TMPG devised and facilitated the City’s visioning process for the redevelopment of its major corridors. The City’s growth and development potential was limited by inadequate potable water facilities. To address the issue, TMPG pioneered a redevelopment overlay strategy within the Future Land Use Plan that provided the recommended density and intensity without any capital water supply or treatment improvements. The overlay strategy, along with three additional mixed use land use categories, provided for allocation of development density and intensity in accordance with new urban principles for creating quality neighborhoods and corridors, as well as a town center. The resulting Comprehensive Plan update reflected changes in state requirements, as well as the Data and Analysis and associated policy changes in the and Goals, Objectives and Policies section of the Plan. Most importantly, TMPG used active facilitation to both engage and educate the community participants in the advantages and disadvantages of various development patterns and density and intensity levels. As a result, the citizens overwhelmingly supported the resulting development strategy.</p> <p>Again in 2015, TMPG amended the Comprehensive Plan to reflect changes in state requirements and specific areas in the City’s Comprehensive Plan, including new policies in transit oriented development, climate change, economic development and transportation. Due to the City’s interest in promoting development along certain corridors, the City Staff requested a series of 3D models to envision the proposed changes to the Future Land Use Map. This modeling series was developed to show the potential massing, shadow impacts, and effects on transitions into single-family neighborhoods. As a result of this study, TMPG made recommendations regarding increased heights along the City’s primary corridors that fostered growth, while respecting the existing urban fabric and adjacent neighborhoods. This led to policy revisions within the Goals, Objectives and Policies of the Comprehensive Plan, which TMPG drafted and ushered through the approval process. The proposed policy changes were taken through a series of public meetings, feedback from staff and elected officials, and edits in response to the Department of Economic Opportunity (DEO) Objections, Recommendations and Comments (ORC) Report until the final transmittal to DEO.</p>		

## Reference 2: CITY OF HALLANDALE BEACH, FL

Name of Contact: Keven Klopp, AICP, Director	Email: kklopp@cohb.org	Phone: (954) 457-1375
Address: 400 S. Federal Highway., Hallandale Beach, FL 33009	Contract Term: 2015-Present	Contract Amount: \$130,000 (and within budget at present)

The Mellgren Planning Group was contracted to perform a build-out analysis and process a Land Use Plan Amendment (LUPA) on behalf of the City of Hallandale Beach. The City has been experiencing unprecedented growth and the LUPA will allow the City to meet development needs while fostering favorable growth within the City, by increasing the allotment of residential units permitted within the Regional Activity Center (RAC). In order to recommend the appropriate increase in the RAC unit allocation, TMPG undertook extensive level of service analysis. In addition, TMPG directed the work of a project subconsultant on an analysis of the market needs at five and ten year intervals. TMPG is coordinating with City Staff to make an ultimate recommendation to Broward County, based on build-out projections and infrastructure and public facility assessments.

As part of this process, The Mellgren Planning Group organized a series of 3 community outreach sessions to facilitate stakeholder opinions and develop mitigation strategies relating to rapid growth. Additionally, TMPG prepared social media outreach and developed a series of flyers and graphic notices.

TMPG is coordinating with City Staff, elected officials, and other consultants to make an ultimate recommendation to Broward County, based on build-out projections and infrastructure and public facility assessments.

## Reference 3: CITY OF DANIA BEACH, FL

Name of Contact: Anne Castro (Former Mayor)	Email: annecastro@msn.com	Phone: (954) 920-9662, Ext. 102
Address: 715 W. Dania Beach Blvd., Dania Beach, FL 33004	Contract Term: 2008 & 2015	Estimated & Actual Cost: \$317,900

In 2015, TMPG conducted a formal review of the Dania Beach Form Based Code to ensure optimization and suitability. TMPG conducted a thorough process, having staff members review a range of projects against the code to test for new market trends. This project was part of a long project history in the City of Dania Beach, which began in 2008 with a CRA plan, a Regional Activity Center, and form-based code.

In 2008, The Mellgren Planning Group was commissioned by the City to prepare a master plan for three very old and disadvantaged neighborhoods in the heart of Dania Beach, the original CRA area, and additional lands; create a Regional Activity Center (RAC); and write a form-based code. The entire study area encompassed 1,349 acres and became the expanded CRA of the City. The master plan met all of the basic requisites for a CRA plan, which TMPG prepared for the City, but went far beyond the minimum requirements and represented a comprehensive approach to master planning and redevelopment. This project included a finding of necessity and a complete financially feasible and implementable community redevelopment plan. The plan also included an in-depth demographic and economic analysis; market analysis; population data, including examination of overcrowding, unemployment and poverty; housing stock analysis including analysis of affordability, age and field analysis of condition; analysis of crime types and levels; economic distress; physical deterioration; infrastructure availability and analysis of condition; transportation circulation and level of service analysis; redevelopment plan and implementation strategies; engineering analysis for estimates of probable cost; conceptual landscape master plan; conceptual architecture; and financial analysis.

The plan included a green component and a list of catalytic projects. In preparing the plan, TMPG identified the economic driver that could add jobs and create an environment for economic development, and then identified specific short and long term projects to enhance the value of the economic driver. This project had a significant public participation program. No fewer than 15 public meetings were held throughout the development of the plan, which created enthusiasm, forward momentum and community buy-in. As a result of the master plan, TMPG prepared a comprehensive rewrite and update of the Land Development Code to merge three separate codes (due to annexations) into one set of regulations that would apply citywide.

## Reference 3: CITY OF DANIA BEACH, FL (CONTINUED)

The RAC encompassed the majority of the redevelopment district, comprising nearly 1,000 acres. This was the first RAC in Broward County to measure non-residential intensity by acreage rather than square footage.

As part of the same project, TMPG prepared a Form Based Code for all of the residential and mixed-use corridors in the CRA. The code follows the Traditional Neighborhood Design principles and makes specific provisions for built-form transitions, pedestrian connectivity, and preservation of neighborhood integrity while allowing flexibility for mixed-use development along major corridors. This Form Based Code includes an incentive-based program to encourage attainable housing, public open space, parking and green building practices.

## Reference 4: TOWN OF DAVIE, FL

Name of Contact: David Quigley, AICP,	Email: dquigley@davie-fl.gov	Phone: (954) 797-1103
Address: 6591 Orange Drive, Davie, FL 33314	Contract Term: 2007-2008	Estimated & Actual Cost: \$60,000 (for TMPG portion of

Michele Mellgren, AICP, formulated the concept of the Regional Activity Center (RAC) designation in the Town of Davie, Florida. The selected site area encompassed not only the Town’s Community Redevelopment Agency, but also the South Florida Educational Complex, which included Nova Southeastern University. The proposed RAC totaled 2,200 acres, or approximately 3.5 square miles. The purpose of the RAC designation was to allow development to be market driven, and to spur economic development by reducing the time for obtaining land entitlements and eliminating the uncertainty of the process. The RAC also encourages mixed-use development, mass transit, reduces the need for automobile travel, and gave definition to the urban form. Such a unique development area required its own set of zoning regulations that would establish the density and intensity of development to accommodate alternative forms of transportation and create a walkable environment.

As a result, The Mellgren Planning Group teamed with EDSA and worked with a steering committee comprised of stakeholders within the RAC to master plan the core area of the RAC and develop a form-based zoning code. The master plan identified uses, building type and building placement, and specified development design that included campus type, super grid and traditional grid. TMPG then translated the master plan into a regulating plan and wrote a form-based code. The RAC code contains a hierarchy of uses and specific standards for building placement in order to implement the vision for the Regional Activity Center.

## Reference 5: VILLAGE OF ESTERO, FL

Name of Contact: Nancy Stroud, Esq., AICP Lewis, Stroud, & Deutsch, P.L.	Email: nstroud@lsdlaw.net	Phone: (561) 821-2800
Address: 1900 Glades Road, Suite 251, Boca Raton, FL 33431	Contract Term: 2016	Estimated & Actual Cost: \$10,689 (hourly billing)

The Village of Estero recently incorporated from Lee County. As part of this process, the Village is working to establish its own Land Development Code. TMPG assisted with the development of this ordinance, which included a newly created land use category. The Village Center Land Use Category provides four tiers to which to rezone. Each tier is progressively more urban, with greater design demands.

TMPG worked with staff and developers in this highly litigious process to encourage the desired development patterns, while respecting the granted development rights of existing DRI's (Developments of Regional Impact). Developers were adamantly opposed to conforming to a Form-Based Code, yet the City wanted to ensure high-quality and connected development. TMPG served as bridge between the two parties to build a consensus and develop the final ordinance.

The Mellgren Planning Group also provides development review services for the Village, under the new land use category.

## Reference 6: WILTON MANORS, FL

Name of Contact: Tom Green	Email: tgreen@wiltonmanors.com	Phone: (954) 390-2100
Address: 2020 Wilton Drive; Wilton Manors, FL 33305	Contract Term: 2008-2009 & 2013	Estimated & Actual Cost: \$90,000

TMPG prepared a complete rewrite of zoning and land development regulations, which included all zoning and overlay districts—one of which was a transit oriented corridor. The purpose was to update regulations, address omissions, correct inconsistencies and combine regulations into one unified document. The firm undertook the facilitation of a public workshop to engage citizens in a visioning session to determine the appropriate master plan uses to be permitted within various districts throughout the corridor. We created a fast paced, results oriented public input session that resulted in defining the participants' vision for the TOC. The workshop was highly successful, with participants building consensus on the vision for the study area. The results of the workshop were later utilized to create character statements for each of the districts within the corridor, and to assign specific uses to each district for inclusion in the form-based code.

Then, in 2013, TMPG completed a corridor study of Powerline Road. This road is shown on the Broward County Trafficways Plan as an arterial roadway with an ultimate right-of-way width of 120 feet as it passes through Wilton Manors. Land uses in Wilton Manors along this corridor are predominantly residential with a small amount of commercial use. Immediately north of the city limit in Oakland Park, and south of the city limit in Fort Lauderdale, uses are varied, but predominantly non-residential. As a result, the City has identified a potential economic development opportunity through possible corridor redevelopment, and desired to analyze this potential in greater detail. TMPG used visual analysis; stakeholder outreach; identification and analysis of parcel width and depth, access, circulation, parking and buffering; documentation of water and sewer availability for more intense uses; and documentation of traffic counts and level of service on Powerline Road to pursue appropriate recommendations.



## Reference 7: POMPANO PARK REGIONAL ACTIVITY CENTER (RAC). POMPANO BEACH, FL

Name of Contact: Kevin Markow, Esq. Becker and Poliakoff, P.A.	Email: nstroud@lsdlaw.net	Phone: (954) 985-4174
Address: 1 East Broward Blvd., Suite 1800; Fort Lauderdale, FL 33301	Contract Term: 2010	Estimated & Actual Cost: \$28,413

This project provided for mixed-use redevelopment of the Pompano Park Harness Track, on behalf of the Isle of Capri Casinos, Inc. The amendment converted the 178-acre Pompano Harness Track and the adjacent 53 acres into a 231-acre Regional Activity Center that includes space for offices, a hotel, retail, dining, entertainment, and residential units. Jeff Katims engaged in extensive land use capacity analysis that formed the basis for the entitlement. Jeff was responsible for all phases of the amendment, including negotiating with city staff, Broward County Planning Council staff, and the (then) Department of Community Affairs, under the direction of the client.

## Reference 8: MIAMI GARDENS, FL

Name of Contact: Daniel Rosemond Former Assistant City Manager	Email: danielarosemond@gmail.com	Phone: (305) 588-2638
Address: --	Contract Term: 2010	Estimated & Actual Cost: \$50,700

The City of Miami Gardens needed investment, infill and redevelopment, and the Planned Corridor District governed the development of the city's major commercial corridors in a uniform manner, for ease of administration and predictability. TMPG created a form based code that applied to all major corridors in the city, specifically tailored to allow redevelopment of constrained parcels.

## Tab 7: Prior City Contracts



# Prior City Contracts



The Mellgren Planning Group (TMPG) has had no contracts or agreements with the City of Fort Lauderdale in the past three (3) years.

## Tab 8: Minority / Women (M/WBE) Participation



# Minority / Women (M/WBE) Participation



The Mellgren Planning Group (TMPG) is certified by the State of Florida as a woman-owned business enterprise (WBE), and has submitted an application to Broward County to be designated as a Small Business Enterprise (SBE).

Proof of the State of Florida WBE certification is provided on the following page.

# State of Florida

## Woman Business Certification

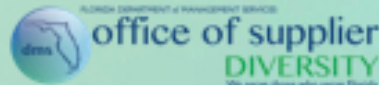
### The Mellgren Planning Group

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:

05/09/2017 to 05/09/2019



Erin Rock, Interim Secretary  
Florida Department of Management Services



Tab 9: Subcontractors



# Subcontractors



The Mellgren Planning Group (TMPG) submits our response to the Request for Proposals as a sole provider.



## Tab 10: Required Forms



**BID/PROPOSAL CERTIFICATION**

**Please Note:** If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) The Mellgren Planning Group, Inc. EIN (Optional): 65-0873541

Address: 3350 NW 53rd Street, Suite 101

City: Fort Lauderdale State: FL Zip: 33309

Telephone No. 954-475-3070 FAX No. 954-475-9550 Email: michele@floridaplanning.net

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): Per RFO, no less than 12-18 mos.

Total Bid Discount (section 1.05 of General Conditions): NA

Does your firm qualify for MBE or WBE status (section 1.09 of General Conditions): MBE  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.	Date Issued	Addendum No.	Date Issued	Addendum No.	Date Issued
<u>N/A</u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>	<u></u>	<u></u>	<u></u>

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDS SYNC you must also click the "Take Exception" button.**

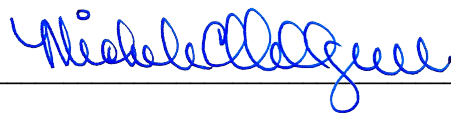
N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Michele C. Mellgren, AICP  
Name (printed)

June 7, 2017  
Date:



Signature

President  
Title

revised 04/10/15

**SECTION VI - COST PROPOSAL PAGE**

**Proposer Name:** The Mellgren Planning Group, Inc

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, costs for all services/products identified in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**Notes:** Attach a breakdown of costs and suggested payment schedule and list staff hours, including hourly rates for each staff person dedicated to the project).

**Project Cost (excluding Task D1)** \$ 83,120

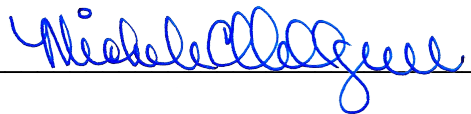
**Optional Item:**  
**Task D1 - Prepare Land Use Amendment**  
**(if determined to be required)** \$ 13,770

**Total Project Cost** \$ 96,890

**Submitted by:**

Michele C. Mellgren, AICP  
Name (printed)

June 7, 2017  
Date

  
Signature

President  
Title

# Cost Proposal: Detail



TASKS	Hours	Cost
<b>Task A - Project Orientation / Issue Identification</b>	93	\$ 11,660.00
<b>Task B - Analyze Planning Documents</b>	96	\$ 12,065.00
<b>Task C - Public Involvement Program (includes public hearings and community meetings)</b>	77	\$ 9,720.00
<b>Task D1 - Prepare Land Use Amendment (includes County Application submittal, coordination with State and Regional review agencies, staff reports and all legislation, attendance at all public hearings; and, County recertification once effective)</b>	110	\$ 13,770.00
<b>Task D2 - Prepare New Mixed Use Zoning Classification Outline</b>	92	\$ 11,560.00
<b>Task E - Prepare Draft ULDR Amendments</b>	204	\$ 25,535.00
<b>Task F - Prepare Final Ordinance, Districts, &amp; Map</b>	22	\$ 2,785.00
<b>Task G - Progress Reports (includes meetings with staff and revisions to drafts)</b>	78	\$ 9,795.00
<b>TOTAL</b>	<b>772</b>	<b>\$ 96,890.00</b>

## Work Fee Schedule

Role	Rate	Hours
Principal-in-Charge	\$195/HR	68
Managing Principal	\$185/HR	28
Senior Associate	\$150/HR	268
Planner/Urban Designer	\$100/HR	357
Intern/Administrative	\$50/HR	51

**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>
NA _____	NA _____
NA _____	NA _____
	_____
	_____

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT**

The Business identified below certifies that it qualifies for the local BUSINESS preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

(1) NA Business Name is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt **and** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

(2) The Mellgren Planning Group, Inc Business Name is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt **or** a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City. \*  
\* The 2016 Business Tax Receipt is provided on the following page.

(3) NA Business Name is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

(4) NA Business Name requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(5) NA Business Name requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

(6) NA Business Name is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration.

BIDDER'S COMPANY: The Mellgren Planning Group, Inc

AUTHORIZED COMPANY PERSON: Michele C. Mellgren, AICP, President June 7, 2017  
NAME SIGNATURE DATE



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2016-2017

BUSINESS TAX DIVISION  
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301  
(954) 828-5195

Business ID: 1401051 Business Name: MELLGREN PLANNING GROUP INC  
Business Address: 3350 NW 53 ST # 101  
Tax Category: OFFICE USE ONLY Tax#: 741853 Fee:

MELLGREN PLANNING GROUP INC  
MICHELE MELLGREN PSTD  
3350 NW 53 ST # 101  
FORT LAUDERDALE, FL 33309

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 1401051  
Tax Number: 741853  
Business Name: MELLGREN PLANNING GROUP INC  
Business Address: 3350 NW 53 ST # 101  
Business Owner: MELLGREN, MICHELE

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

BUSINESS TAX DIVISION  
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301  
TEL (954)828-5195 FAX (954)828-5881  
WWW.FORTLAUDERDALE.GOV

CAM # 19-0908  
Exhibit 1  
Page 223 of 227

**CONTRACT PAYMENT METHOD BY P-CARD**

THIS FORM MUST BY SUBMITTED WITH YOUR RESPONSE

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed.

Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract.


Please indicate which credit card payment you prefer:

\_\_\_\_\_ Master Card

X  Visa Card

Company Name:  The Mellgren Planning Group, Inc

Michele C. Mellgren, AICP   
Name (printed)

   
Signature

June 7, 2017   
Date:

President   
Title



# Sample Insurance Certificate



A sample insurance certificate for The Mellgren Planning Group (TMPG) is provided in this section.



# CERTIFICATE OF LIABILITY INSURANCE

MELLG-1

OP ID: SP

DATE (MM/DD/YYYY)

11/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Randall Iten Insurance Agency, 5905 S University Drive Davie, FL 33328 Louis Randall Iten	<b>CONTACT NAME:</b> Stephanie Partik <b>PHONE (A/C, No, Ext):</b> 954-680-0360 <b>E-MAIL ADDRESS:</b> spartik@itenagency.com	<b>FAX (A/C, No):</b> 954-680-0876
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Mellgren Planning Group, Inc. and Complete Cities Initiative, Inc. 3350 NW 53rd St Ste 101 Fort Lauderdale, FL 33309	<b>INSURER A:</b> Depositors Insurance Company	<b>NAIC #</b> 42587
	<b>INSURER B:</b> Allied P & C Insurance Company	42579
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <b>X Business Owners</b>			ACBPBOD5964621700	11/07/2016	11/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS			ACBPBOD5964621700	11/07/2016	11/07/2017	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <b>X EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						

**CERTIFICATE HOLDER****CANCELLATION**

SAMPLE CERTIFICATE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Collinworth Ins & Risk Mgmt Services In P.O. Box 661628  Miami Springs FL 33266	<b>CONTACT NAME:</b> Erinn E Collinworth <b>PHONE (A/C. No. Ext):</b> (786) 930-4795 <b>E-MAIL ADDRESS:</b> erinn@collinworthinsurance.com	<b>FAX (A/C. No.):</b> (786) 930-4794
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Mellgren Planning Group  3350 NW 53rd Street  Fort Lauderdale FL 33309	<b>INSURER A:</b> RLI Ins Co	
	<b>INSURER B:</b> Travelers Cas & Surety Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 13056  19038

**COVERAGES**

CERTIFICATE NUMBER: Cert ID 540

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB4655T198	01/30/2017	01/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A	<b>Professional Liability</b>			RDP0027235 Claims Made Form	12/15/2016	12/15/2017	Each Claim \$ 1,000,000 Policy Aggregate \$ 2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

"SPECIMEN"	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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