



**COMMUNITY REDEVELOPMENT AGENCY BOARD AGENDA
REGULAR MEETING**

**Village Hall - Council Chambers - Virtual
226 Cypress Lane
Palm Springs, FL 33461
Thursday, September 10, 2020 at 5:30 PM**

Participants can use their telephone or computer mic & speakers (VoIP).

UNITED STATES

+1 (213) 929-4212 Access Code #114-931-534

Registration URL: <https://attendee.gotowebinar.com/register/3478475868183790605>

Webinar ID #538-912-315

Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.

1. CALL TO ORDER

2. ROLL CALL

Board Members:

Chairman Beverly Smith, Vice-Chair Patti Waller, Board Member Gary Ready, Board Member Douglas Gunther, Board Member Joni Brinkman, Board Member Marta Padron (Lake Worth Corridor District) and Board Member Ejola Cook (Congress Avenue District)

Administration:

Executive Director Richard Reade, Legal Counsel Glen Torcivia and Board Clerk Kimberly Wynn

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

6. CONSENT AGENDA *(Public Comment on Consent Agenda Items is permissible prior to voting)*

6.1 Approval of Community Redevelopment Agency (CRA) Meeting Minutes

[1. November 21, 2019 - CRA Meeting Minutes - Session 1](#)

6.2 Approval of Palm Springs Community Redevelopment Agency (CRA) Meeting Schedule - FY 2021

END OF CONSENT AGENDA

7. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

8. PUBLIC HEARINGS

8.1 Palm Springs Community Redevelopment Agency (CRA) Resolution No. 2020R-01 - FY 2021 Budget

Motion	Second	Roll Call Vote
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[1. Proposed Resolution No. 2020R-01 - Palm Springs CRA Recommendation to Approve FY 2021 Budget](#)

[2. Proposed Palm Springs CRA FY 2021 Budget](#)

9. ACTIONS AND REPORTS

9.1 Approve Firm Rankings & Authorize Agreement for Professional Services - RFP No. 2020R-001 - Palm Springs CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan (FY2020 Budget Funded)

Motion	Second	Roll Call Vote
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[1. Village of Palm Springs - Proposed Agreement for Professional Services - CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan](#)

[2. Exhibit "A" - RFP #2020R-001 - Proposal - KCI Technologies Inc.](#)

3. Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - Evaluation Committee Scoring Recommendation Memo
4. Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - Selection Committee Recommendation - Final
5. Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - Selection Committee Recommendation - Shortlist
6. Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - E-Bid Responses - June 5, 2020
7. Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001
8. Village of Palm Springs - CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan - RFP #2020R-001 - Evaluation Committee Members

10. CRA EXECUTIVE DIRECTOR COMMENTS

11. CRA BOARD COMMENTS

12. ADJOURNMENT

Next Meeting – April 8, 2021

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



**VIRTUAL VILLAGE
COUNCIL MEETINGS**
Village Hall – Council Chambers
226 Cypress Lane • Palm Springs, FL • 33461

Pursuant to Executive Order No. 20-69, as extended by Executive Order 20-112, Executive Order 20-123, Executive Order 20-139, and Executive Order 20-150 issued by the Office of Governor Ron Desantis, the Village of Palm Springs will be utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statute to conduct public meetings.

Generally, meetings will be held at the Village of Palm Springs - Village Hall located at 226 Cypress Lane, Palm Springs, Florida. A physical access point open to the public will be made available. In keeping with the Centers for Disease (CDC) and the Florida Department of Health guidelines on social distancing and limiting public gatherings to less than ten (10) persons, once a physical access point reaches capacity, another physical access point will be opened to the public. Please note, face coverings must be worn when you enter the building.

Interested persons may attend by joining the meeting from their computer, tablet or smartphone.

First-time users will have to download the GoToWebinar (App) by using the following link: <https://support.goto.com/webinar/help/download>

After the meeting, the audio recording will be available by contacting the Village Clerk.

If any person has technical difficulties using GoToMeeting before or during the meeting, please contact the Village Clerk, Kimberly Wynn immediately at (561) 434-5084 to report the issue.

Although attendees are in “listen-only mode” during the Village Meeting, the Village has developed new methods of ensuring your questions and comments are received. You may:

- a. Email the Village Clerk, Kimberly Wynn at kwynn@vpsfl.org. The Village Clerk will read your question(s) at the meeting. A recording of the meeting will be made available upon request.
- b. Persons may go to Village Hall to an available Physical Access Point to ask questions when announced.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 10, 2020

DEPARTMENT: Administration

ITEM 6.1: Approval of Community Redevelopment Agency (CRA) Meeting Minutes

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

November 21, 2019 - CRA Meeting Minutes - Session 1



**CRA BOARD MEETING
MINUTES - I
VILLAGE HALL - COUNCIL CHAMBERS
226 CYPRESS LANE | PALM SPRINGS, FL 33461
NOVEMBER 21, 2019 | 6:30 PM**

BOARD MEMBERS

Beverly Smith - Chairman
Patti Waller - Vice-Chair
Gary Ready - Board Member
Douglas Gunther - Board Member
Joni Brinkman - Board Member
Marta Padron - Board Member Lake Worth Road District
Ejola Cook - Board Member Congress Avenue District

ADMINISTRATION

Village Manager Richard Reade
Village Attorney Glen Torcivia
Village Clerk Kimberly Wynn

1. CALL TO ORDER

Mrs. Smith, CRA Board Chairman, called the meeting to order at 6:35 PM.

2. ROLL CALL

Present: Chairman Bev Smith, Vice-Chairman Joni Brinkman, Board Member Doug Gunther, Board Member Gary Ready, Board Member Patti Waller Board Member Ejola Cook (Congress Avenue District), Board Member Marta Padron (Lake Worth Road District), Village Attorney Glen Torcivia, CRA Executive Director Richard Reade and CRA Assistant Executive Director/Planning, Zoning and Building Director Kim Glas-Castro, Board Clerk Kimberly Wynn

Absent: None

Staff Present: Sergeant-at-Arms Tom Ceccarelli Police Chief, Ronald Eyma Public Service Director, Chad Girard Assistant, Suvi Manner Library Director, and Thomas Cook IT Director

2.1 Oath of Office for Newly Appointed Community Redevelopment Agency (CRA) Members:

Ms. Wynn, the CRA Clerk, administered the oath of office to the newly-appointed Board members.

- o Bev Smith – Chairman - Palm Springs CRA
- o Joni Brinkman - Vice-Chairman - Palm Springs CRA
- o Doug Gunther - Board Member - Palm Springs CRA
- o Patti Waller - Board Member - Palm Springs CRA
- o Gary Ready - Board Member - Palm Springs CRA
- o Ejola Cook - Board Member - Palm Springs CRA - Congress Avenue District
- o Marta Padron - Board Member - Palm Springs CRA - Lake Worth Road District

2. INVOCATION

Mr. Reade, Executive Director of the CRA, led the invocation.

3. PLEDGE OF ALLEGIANCE

Members of the CRA Board led the pledge of allegiance.

4. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

There were no modifications, deletions, or additions to the agenda.

5. CONSENT AGENDA

- None

6. PRESENTATIONS

- None

7. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

8. PUBLIC HEARINGS

8.1 Transmit Draft Palm Springs CRA Community Redevelopment Plan to Local Planning Agency

[Revised Draft Community Redevelopment Plan](#)
[Chapter 163.360, F.S. - Community Redevelopment Plans](#)
[Chapter 163.362, F.S. - Contents of Community Redevelopment](#)
[Plan Future Land Use Element - Village of Palm Springs](#)
[Comprehensive Plan Notification of Public Hearing for CRA](#)
[Community Redevelopment Plan](#)

Executive Director Reade gave a PowerPoint presentation of the redevelopment plan. He explained the purpose of the Board and what the CRA wanted to achieve. He talked about the growth and redevelopment plans projected in both districts. Vice-Chairman Brinkman talked about workforce housing and expressed her gratitude that the wording was modified on the final CRA Redevelopment Plan. She wanted to make sure that affordable housing was addressed. There was also discussion about the eminent domain and recent legislation.

Discussion continued to ensue among the Board of potential opportunities to be explored. Executive Director Reade showed appreciation for support for launching the CRA.

At this time the Chairman Smith offered the public an opportunity to comment.

1. **Mr. Mark Coutler, 1591 Kirk Road** - Mr. Coulter represent the workforce housing economic feasibility study. His talked about the affordability of housing in the Village and asked about the Village's plan on eminent domain.

Village Attorney Shutt read the title of the caption into the record.

Hearing no further discussion, Chairman Smith closed public comment.

9. ACTIONS AND REPORTS

- None

10. EXECUTIVE DIRECTOR COMMENTS

- None

11. CRA BOARD COMMENTS

- Chairman Smith explained to the Board that the CRA would recess while the Local Planning Agency Board convenes to consider the CRA Redevelopment Plan. Then, the CRA Board would reconvene immediately after their meeting.

The meeting was called into recess by Mrs. Smith at 6:54 PM.

ATTEST:

Bev Smith, Chairperson

The undersigned is the Board Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Palm Springs Community Redevelopment Agency Meeting held on **November 21, 2019**. Which minutes were formally approved and adopted by the Board on **September 10, 2020**.

Kimberly M. Wynn, Board Clerk

If a person decides to appeal any decision made by this Board concerning any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days before to the meeting to request such assistance.



Village of Palm Springs

Executive Brief

AGENDA DATE: September 10, 2020

DEPARTMENT: Administration

ITEM 6.2: Approval of Palm Springs Community Redevelopment Agency (CRA) Meeting Schedule - FY 2021

SUMMARY:

The Village Code of Ordinances requires the Palm Springs Community Redevelopment Agency (CRA) to meet periodically during the year to address community and redevelopment matters.

Pursuant to the *Uniform Special District Accountability Act*, there must be reasonable public notice of each meeting. In addition, there is a requirement that a schedule of meetings that include the date, time and location, must be filed with the Village Council.

2021

- Thursday, April 8, 2021
- Thursday, September 9, 2021

Note: The proposed meetings for the Palm Springs CRA is requested to be held at 6:00 P.M., prior to Council meetings at 6:30 P.M., in the Council Chambers located at 226 Cypress Lane, Palm Springs, FL 33461.

FISCAL IMPACT:

There is no fiscal impact to the Village.

ATTACHMENTS:



Village of Palm Springs

Executive Brief

AGENDA DATE: September 10, 2020

DEPARTMENT: Administration

ITEM 8.1: Palm Springs Community Redevelopment Agency (CRA) Resolution No. 2020R-01 - FY 2021 Budget

SUMMARY:

In accordance with state law, the proposed resolution recommends the balanced annual budget for the Palm Springs Community Redevelopment Agency (CRA) in the amount of \$137,162 for Fiscal Year (FY) beginning October 1, 2020, and ending September 30, 2021. The proposed FY 2021 Palm Springs CRA Budget includes funding within both of the CRA's districts within the Village:

CRA District:	Total Proposed FY 2021 Budget
Congress Avenue District Budget	\$75,162
Lake Worth Road District Budget	\$62,000

Note: As a result, the proposed initial, FY 2021 Budget for the Palm Springs Community Redevelopment Agency (CRA) is expected to receive the following revenues:

Palm Beach County - FY 2021 TIF Contribution: \$68,581

Village of Palm Springs - FY 2021 TIF Contribution: \$68,581

The gross taxable increment value for the newly created Palm Springs Community Redevelopment Agency (CRA) for FY 2021 is \$20,625,933. This is the first year that the Palm Springs CRA will receive TIF funding from both the Village of Palm Springs and Palm Beach County at the Village's approved millage rate - proposed \$3.50 per \$1,000 of taxable value.

The Village Council held a budget workshop on August 20, 2020, to discuss the proposed budget and review staff recommendations. The proposed resolution would establish a recommended CRA budget for the upcoming fiscal year.

The proposed final Palm Springs CRA FY 2021 Budget, if approved by the Village Council, will be posted on the Palm Springs CRA website - <https://www.vpsfl.org/585/Village-of-Palm-Springs-CRA> - in accordance with state law.

If approved, the proposed/recommended FY 2021 CRA Budget will be presented to the Village Council for consideration on 1st reading during their September 10, 2020, Council Meeting. If approved on 1st reading, the proposed FY 2020 Palm Springs CRA Budget will be presented to the Village Council for consideration on 2nd and final reading during the September 24, 2020 Council meeting.

Note: As a result of negotiating a base year (within the approved Interlocal Agreement with PBC) to be the beginning of 2019 (rather than at the end of 2019 or the beginning of 2020), the Palm Springs CRA is expected to receive \$2.1 million over the 30-year term of the CRA.

FISCAL IMPACT:

The proposed resolution recommends the operating budget for the Palm Springs CRA for the fiscal year beginning October 1, 2020 and ending on September 30, 2021.

If approved, the proposed budget will be presented to the Village Council for consideration during their upcoming Council Meetings on September 10, 2020 and September 24, 2020.

Note: This is the 1st year that the Palm Springs CRA has been established and this funding, if approved, will be utilized to support the priorities and goals that have been established for both CRA districts.

ATTACHMENTS:

Proposed Resolution No. 2020R-01 - Palm Springs CRA Recommendation to Approve FY 2021 Budget

Proposed Palm Springs CRA FY 2021 Budget

RESOLUTION NO. 2020R-01

A RESOLUTION OF THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY OF THE VILLAGE OF PALM SPRINGS, FLORIDA, SUBMITTING A 2020/2021 FISCAL YEAR BUDGET TO THE VILLAGE OF PALM SPRINGS FOR THE YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council of the Village of Palm Springs formed a Community Redevelopment Agency (CRA), pursuant to *Florida Statutes*; and

WHEREAS, the Palm Springs CRA has all of the powers and responsibilities of a Community Redevelopment Agency in accordance with Florida law;" and

WHEREAS, the Village Council of the Village of Palm Springs appointed the members of the Village Council plus two (2) additional members of the community to serve as the governing body of the Palm Springs CRA on November 14, 2019; and

WHEREAS, the Village of Palm Springs CRA has prepared a budget governing operating and capital expenditures for the Fiscal Year 2020/2021.

NOW THEREFORE BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

SECTION 1: The Palm Springs CRA 2020/2021 Fiscal Year Budget is hereby submitted to the Village Council of the Village of Palm Springs for adoption on September 10, 2020. A copy is attached hereto as Exhibit "A" and incorporated herein.

SECTION 2: This Resolution shall be effective immediately upon adoption.

Board Member _____ offered the foregoing resolution. Board Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, CHAIRMAN	☐	☐	☐
PATTI WALLER, VICE-CHAIRMAN	☐	☐	☐
GARY READY, BOARD MEMBER	☐	☐	☐
DOUG GUNTHER, BOARD MEMBER	☐	☐	☐
JONI BRINKMAN, BOARD MEMBER	☐	☐	☐
MARTA PADRON, BOARD MEMBER	☐	☐	☐
EJOLA COOK, BOARD MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of September 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN TORCIVIA, VILLAGE ATTORNEY

PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY

MISSION

Our focus is to assist the Village in accomplishing five (5) key goals within the two (2) CRA districts:

- I. Improve utilities and infrastructure
- II. Expanding job development and economic growth
- III. Enhancing public safety
- IV. Increasing and maintaining workforce housing
- V. Advancing the partnership with Palm Beach County

SUMMARY OF SERVICES

The CRA has two primary objectives to address blight conditions:

1. to invest in public facilities and infrastructure, and 2. to expand economic development opportunities

TRENDS AND ISSUES

The effects of the COVID-19 pandemic on redevelopment and investment is not yet known.

SIGNIFICANT CHANGES FROM PRIOR YEAR

FY 2021 is the CRA's first budget year.

GOALS FOR FISCAL YEAR 2021

The Two-Year Action Plan contained within the adopted Palm Springs CRA Community Redevelopment Plan includes the following:

- 1) Retain a planning consultant to modify the Community Redevelopment Plan, to incorporate economic and market analyses, additional stakeholders' input, and to refine strategies to promote reinvestment and revitalization with the community.
- 2) Enter into an Interlocal Agreement with Palm Beach County to allow the CRA to fund the installation of a sanitary sewer force main along Congress Avenue with pro-rated reimbursements as properties connect to the utility.

- 3) Advocate for speed reduction and safety improvements on Lake Worth Road during FDOT's "RRR" project.
- 4) Evaluate Complete Streets and traffic calming measures (enhanced pedestrian, bicycle and transit facilities)
- 5) Install gateway signs at main entrances into Village (CRA)

Estimated
Taxable
Value

\$ 20,625,933

Millage Rate	100%	95%
3.50 mills Current Village	\$ 72,191	\$ 68,581
3.50 mills from PBC	\$ 72,191	\$ 68,581

	<u>2019 - PBC Baseline</u>	<u>2020 - PBC 1st Year Valuation</u>	<u>2020 - 1st Year Valuation Increase</u>	<u>2020 - Proposed TIF</u>
Lake Worth Road District	\$ 161,860,986.30	\$ 171,184,347.00	\$ 9,323,360.70	\$ 32,631.76
Congress Avenue District	\$ 127,292,669.70	\$ 135,595,242.00	\$ 11,302,572.30	\$ 39,559.00
	<u>\$ 289,153,656.00</u>	<u>\$ 306,779,589.00</u>	<u>\$ 20,625,933.00</u>	<u>\$ 72,190.77</u>

Village of Palm Springs CRA

Total CRA Revenues

Total CRA Revenues	19/20 Budget	19/20 YTD	19/20 Projected	20/21 Requested
14003-31114 Tax Increment Revenue - LW CRA	\$ -	\$ -	\$ -	\$ 31,000
15003-31115 Tax Increment Revenue - Congress CRA	-	-	-	37,581
Taxes	\$ -	\$ -	\$ -	\$ 68,581
14003-34140 Certif, Copies, Rec Srch	\$ -	\$ -	\$ -	-
15003-34140 Certif, Copies, Rec Srch	-	-	-	-
Charges for Services	\$ -	\$ -	\$ -	-
14003-36120 Interest Earnings - SBA	\$ -	\$ -	\$ -	-
15003-36120 Interest Earnings - SBA	-	-	-	-
14003-36990 Other Miscellaneous	-	-	-	-
15003-36990 Other Miscellaneous	-	-	-	-
Miscellaneous Revenues	\$ -	\$ -	\$ -	-
14003-38100 Transfer from General Fund to CRA				\$ 31,000
15003-38100 Transfer from General Fund to CRA				37,581
Non-Revenues	\$ -	\$ -	\$ -	\$ 68,581
Total Revenues	\$ -	\$ -	\$ -	\$ 137,162

Village of Palm Springs CRA
Total CRA Expenditures

Total CRA Expenditures		19/20 Budget	19/20 YTD	19/20 Projected	20/21 Requested
53100	Professional Serv.				\$ 42,413
53200	Accounting & Auditing				5,000
53400	Other Contractual Services				72,574
54100	Communications				-
54200	Postage & Freight				-
54500	General Liability Ins				-
54600	Repair & Maintenance				-
54700	Printing and Binding				2,000
54800	Promotional Activities				-
54900	Other Current Charges				175
54901	Advertising				-
55100	Office Supplies				-
55200	Operating Supplies				-
Operating Expenses		\$ -	\$ -	\$ -	\$ 122,162
56100	Land				\$ -
56200	Buildings				-
56300	Imp Other Than Buildings				15,000
56400	Machinery & Equipment				-
Capital Outlay		\$ -	\$ -	\$ -	\$ 15,000
Total CRA Expenditures		\$ -	\$ -	\$ -	\$ 137,162

Village of Palm Springs CRA
Lake Worth Road CRA Revenues

		19/20 Budget	19/20 YTD	19/20 Projected	20/21 Requested
LW Rd CRA Rev. - 14003					
31114	TIF Revenue - from PBC				\$ 31,000
	Taxes	\$ -	\$ -	\$ -	\$ 31,000
34140	Certif, Copies, Rec Srch				
	Charges for Services	\$ -	\$ -	\$ -	-
36120	Interest Earnings - SBA				
36990	Other Miscellaneous				
	Miscellaneous Revenues	\$ -	\$ -	\$ -	-
38100	Transfer from General Fund to CRA				\$ 31,000
	Non-Revenues	\$ -	\$ -	\$ -	\$ 31,000
	Total Revenues	\$ -	\$ -	\$ -	62,000

Village of Palm Springs CRA
Lake Worth Rd CRA Line-item Expenditures

LW Rd Exp - 14552		19/20 Budget	19/20 YTD	19/20 Projected	20/21 Requested
53100	Professional Serv.				\$ 42,413
53200	Accounting & Auditing				2,500
53400	Other Contractual Services				
54100	Communications				
54200	Postage & Freight				
54500	General Liability Ins				
54600	Repair & Maintenance				
54700	Printing and Binding				2,000
54800	Promotional Activities				
54900	Other Current Charges				87
54901	Advertising				
55100	Office Supplies				
55200	Operating Supplies				
Operating Expenses		\$ -	\$ -	\$ -	\$ 47,000
56100	Land				
56200	Buildings				
56300	Imp Other Than Buildings				\$ 15,000
56400	Machinery & Equipment				
Capital Outlay		\$ -	\$ -	\$ -	\$ 15,000
Total LW Rd CRA		\$ -	\$ -	\$ -	\$ 62,000

Village of Palm Springs CRA
Congress Ave CRA Revenues

Congress Ave CRA Rev - 15003		19/20 Budget	19/20 YTD	19/20 Projected	20/21 Requested
31115	TIF Revenue - from PBC				\$ 37,581
	Taxes	\$ -	\$ -	\$ -	\$ 37,581
34140	Certif, Copies, Rec Srch				
	Charges for Services	\$ -	\$ -	\$ -	\$ -
36120	Interest Earnings - SBA				
36990	Other Miscellaneous				
	Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -
38100	Transfer from General Fund to CRA				\$ 37,581
	Non-Revenues	\$ -	\$ -	\$ -	\$ 37,581
	Total Revenues	\$ -	\$ -	\$ -	\$ 75,162

Village of Palm Springs CRA
Congress Ave CRA Line-item Expenditures

Congress CRA - 15552		19/20 Budget	19/20 YTD	19/20 Projected	20/21 Requested
53100	Professional Serv.				
53200	Accounting & Auditing				2,500
53400	Other Contractual Services				72,574
54100	Communications				-
54200	Postage & Freight				-
54500	General Liability Ins				
54600	Repair & Maintenance				-
54700	Printing and Binding				
54800	Promotional Activities				
54900	Other Current Charges				88
54901	Advertising				-
55100	Office Supplies				-
55200	Operating Supplies				-
Operating Expenses		\$ -	\$ -	\$ -	\$ 75,162
56100	Land	-	-	-	-
56200	Buildings	-	-	-	-
56300	Imp Other Than Buildings	-	-	-	-
56400	Machinery & Equipment	-	-	-	-
Capital Outlay		\$ -	\$ -	\$ -	\$ -
Total Congress CRA		\$ -	\$ -	\$ -	\$ 75,162



Village of Palm Springs

Executive Brief

AGENDA DATE: September 10, 2020

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1:

Approve Firm Rankings & Authorize Agreement for Professional Services - RFP No. 2020R-001 - Palm Springs CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan (FY2020 Budget Funded)

SUMMARY:

On May 7, 2020, the Village issued a Request for Proposals (RFP) to provide modifications to the CRA Community Redevelopment Plan and to prepare an Economic Development Strategic Plan (RFP No. 2020R-001) in accordance with Section 58-5, Competitive Selection Purchase Requirements, of the Village Code. The purpose of this RFP was to enlist a qualified firm or professional to incorporate economic and market analyses, additional stakeholders' input, and to refine strategies to promote reinvestment and revitalization within the community [The Palm Springs CRA Community Redevelopment Plan was adopted on December 3, 2019 - Resolution No. 2019-40].

As a result of the RFP, the Village received five (5) responses:

- The Corradino Group - Miami, FL
- KCI Technologies, Inc. - Fort Lauderdale, FL
- Kimley-Horn & Associates - Delray Beach, FL
- Metro Analytics - Bountiful, UT
- Wildan Financial Services - Orlando, FL

The seven members of the CRA Community Redevelopment Plan/Economic Development Strategic Plan RFP Evaluation Committee, who were appointed by the Village Manager, included representatives from the Police, Finance and Planning, Zoning & Building Departments, as well as a member from the Planning & Zoning Board and three (3)

community representatives with interests in the both the the Palm Springs CRA districts, met on June 19, 2020 to review the objectives and scope of services of the RFP as well as on July 23, 2020 to review each submittal. Each firm's response was evaluated and scored based on:

- Qualifications
- Experience and Expertise
- Project Delivery and Approach
- Firm's Resources, Personnel Availability & Commitment
- Fees for Professional Services
- References

As a result, the Committee selected three (3) firms to interview on August 21, 2020 - the three firms listed above in italics and underlined were selected.

Following the presentations/interviews, the Committee re-scored the three (3) firms based on the original six (6) criteria listed above, confirmed the final rankings and selected the top firm, KCI Technologies, to be best qualified to meet the needs of the Village.

Note: One member of the Committee was unable to attend and participate in all three meetings and one member of the Committee was unable to attend and participate in the presentation/interview process due to a medical issue.

Note: All meetings were properly advertised and the PBC IG Office was notified as required by PBC Code Sec. 2-423(8) – ARTICLE XII. INSPECTOR GENERAL.

A proposed Agreement for Professional Services, which was prepared by the Village Attorney and reviewed by the PZB Director and the Finance Director is provided for the Council's review and consideration. Further, it is recommended that the the Village Council provide authorization to the Mayor to execute the Agreement for Professional Services between the Village and KCI Technologies, Inc..

Within the FY 2020 Budget - General Fund the Village Council approved \$6 0,000 to complete the proposed CRA Plan Modification and Economic Strategic Plan. Through the RFP process, the recommended firm, KCI Technologies, provided a price of \$59,000 to complete the proposed effort. The proposed study effort is expected to extend into FY 2021 and funding to support this project has been proposed within both the Palm Springs CRA and the Village's FY 2021 proposed budget.

If approved, the Village would accept KCI Technologies' terms, conditions and pricing in accordance with the submitted RFP package as well as the proposed Agreement. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Each of the submitted RFP proposals and related documentation is available to be viewed (hard copy) within the Village Clerk's Office.

The Palm Springs CRA is requested to provide a recommendation regarding the proposed Firm Rankings & Authorize Agreement for Professional Services to the Village Council. The proposed recommendation will be provided to the Village Council during their September 10, 2020 meeting prior to consideration.

The proposed agreement has been prepared by the Village Attorney and reviewed by the Planning, Zoning & Building Director/Assistant CRA Executive Director and the Finance Director.

The Village has worked with the proposed vendor previously and has received excellent service and a quality product.

Note: Each of the submitted RFP proposals and related documentation is available within the Village Clerk's Office upon request.

FISCAL IMPACT:

Funding to support a modification of the CRA Community Redevelopment Plan and to create an Economic Development Strategic Plan is available within the Village Council's FY 2020 Budget. The proposed study effort is expected to extend into FY 2021 and funding to support this project has been proposed within both the Palm Springs CRA and the Village's FY 2021 proposed budget.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

Village of Palm Springs - Proposed Agreement for Professional Services - CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan

Exhibit "A" - RFP #2020R-001 - Proposal - KCI Technologies Inc.

Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - Evaluation Committee Scoring Recommendation Memo

Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - Selection Committee Recommendation - Final

Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - Selection Committee Recommendation - Shortlist

Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001 - E-Bid Responses - June 5, 2020

Village of Palm Springs - Request for Proposals CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan - RFP #2020R-001

Village of Palm Springs - CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan - RFP #2020R-001 - Evaluation Committee Members

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this_ day of _____, 20__,
by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and
_____ hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME FOR COMPLETION AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

- i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
- ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.
- iii. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs

associated herewith in any fiscal year of the Village . Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

1. **Payments.** The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".
2. **Invoice.** The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village 's receipt of the Consultant 's invoice.

SECTION 6: INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall , at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include :
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage

- e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00. Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.
5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Village with thirty (30) days' notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) 'days' notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: ASSIGNMENT. The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal

representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 12: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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 following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs Attn: Village Manager 226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement

shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 27: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 28: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail first, then the terms and conditions of the RFP and finally the terms and conditions of Exhibit "A", Consultant's proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION: VENUE. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Beach County.

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT. The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

SECTION 34: PUBLIC RECORDS.

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

Keep and maintain public records required by the Village to perform the service.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org OR BY MAIL AT VILLAGE OF PALM SPRINGS,

226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 35: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Village and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS

Village Clerk

By: _____
Mayor

Approved as to Form:

Village Attorney WITNESSES:

(Name Printed or Typed)

By: _____

(Name Printed or Typed)

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 2020, by _____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)
Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

PROPOSAL
**PALM SPRINGS CRA
COMMUNITY REDEVELOPMENT
PLAN MODIFICATION &
ECONOMIC DEVELOPMENT
STRATEGIC PLAN**

PREPARED FOR
The Village of Palm Springs
RFP 2020R-001

PREPARED BY
KCI Technologies, Inc.

June 5, 2020



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TAB 1

COVER LETTER + CHECKLIST + ACKNOWLEDGEMENTS

1. COVER LETTER

June 5, 2020

Village of Palm Springs
Kimberly Wynn, Village Clerk
226 Cypress Lane
Palm Springs, Florida 3346

RE: RFP # 2020R-001, Palm Springs CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan

Dear Ms. Wynn and Village Selection Committee,

In an effort to support the Village of Palm Springs Community Development Agency's (CRA) desire to modify the existing CRA Community Redevelopment Plan and create an Economic Development Strategic Plan, KCI Technologies, Inc. (KCI), formerly Keith & Schnars, respectfully submits our professional qualifications. **We are a full-service firm with experience in community redevelopment, economic development studies, land use and zoning analysis, and public engagement.**

On January 1, 2019, Keith & Schnars was acquired by KCI in order to grow our professional and technical expertise. KCI, founded in 1955, is a 100% employee-owned company. We are a multi-disciplinary firm with offices throughout the eastern United States and local offices throughout Florida, including Fort Lauderdale.

Our highly experienced team will work with stakeholders and the CRA to develop a 10-year work program with Palm Springs specific redevelopment activities. Using current economic conditions and the 2019 Community Redevelopment Plan as a road map, we will propose solutions that are both long term and short term. **What sets us apart is our experience as municipal planners and leaders.** We will craft a work plan, a capital improvement plan, and redevelopment strategies that are realistic and able to be implemented quickly to spur the revitalization of the Congress Avenue and Lake Worth Road sub-districts.

KCI has recent and relevant experience in communities with large minority populations. Our team includes a **bilingual public involvement specialist**. Additionally, as a full-service firm, we are well versed in evaluating existing infrastructure, corridor studies, multi-modal studies, and identifying grant opportunities.

KCI staff members will be available to the CRA on short notice. Our Project Manager, Heidi Siegel, AICP, will be the primary point of contact for the project. Ms. Siegel has over 20 years

We have included two recently completed plans after Tab 9.

The South Miami CRA Plan includes Redevelopment Action Items & Strategies that are specific to the CRA's programs and vacant and underutilized sites identified by our team.

The Delray Beach Osceola Park Neighborhood 2019 Redevelopment Plan Update identifies actionable items as Priorities and Strategies.

Our work for the Palm Springs CRA will be specific to Palm Springs with similar opportunities for innovation in the final product.

1. COVER LETTER

of experience in planning, community redevelopment areas, infrastructure planning, public outreach, urban design, regulatory development, comprehensive and land use planning as a municipal planner and administrator.

We have teamed with **BusinessFlare** for the Economic Development Strategic Plan and to review and analyze real estate market trends and property values. **BusinessFlare has provided similar services to the Riviera Beach CRA, the Martin County CRA, and the West Palm Beach Economic Development Plan.** BusinessFlare integrates market reality into a local government's strategic plan or targeted project. Using a practical methodology to identify an effective strategy that efficiently utilizes limited staff resources. Results from BusinessFlare marketing plans include real estate investment, new retail business openings, less vacant storefronts, more commercial development, viable public private partnerships, and vibrant communities.

KCI's successful public participation experience is consistent with the CRA's scope of work. We understand that public engagement is not a one-size-fits-all approach. We must be flexible and understand the community we are serving. **Building trust, allowing for all participants to be heard, and documenting all comments are the core of our approach.** Our public meetings are interactive and use a variety of techniques to encourage engagement. The techniques chosen are based on the topic and participants. Some of the tools in our toolbox include online surveys at meetings and throughout the project, table-top drawing exercises on aerial maps, round table discussions, 3-D visualization, and open house passive review of progress. Due to the desired outcomes of this project, we envision using all of these techniques. **We have been actively adapting our public involvement approach to reflect current social distancing standards.** As former municipal staff, we offer the unique perspective of understanding how local government works and know the right way to achieve consensus.

Furthermore, we understand that the Village/CRA staff and elected officials are not the sole client. We have an obligation in a project like this to provide the highest level of customer service to the residents, business owners, and stakeholders. **It is our commitment to you to design an approach that is transparent, engaging, and user-friendly for staff, elected officials, stakeholders, business owners, and residents.**

At KCI, we help prepare our clients for the future. Our practical understanding of regulatory requirements and diversity of project experience will be a benefit to the Palm Springs CRA. **Together we become an extension of our partners, with the understanding that our business is a business of humans – people working with people – one team lifting each other, our clients, and the community up.**

As demonstrated throughout this proposal, the KCI team brings a wealth of experience with redevelopment planning, public involvement, and economic development analysis. Our technical skills are supplemented by proven method of quality control and project management. We are constantly evolving to meet our clients' needs. **We look forward to working with you. Please contact Heidi Siegel, AICP (954-776-1616 or heidi.siegel@kci.com) should you have any questions or requests.**

Sincerely,



Bruce Reed, RLA

Regional Practice Leader - Landscape Architecture, Planning, & Civil Engineering

1. CHECKLIST

EXHIBIT A- CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFP immediately after the cover letter.
- 2) RFP Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1) Acknowledgment of Addenda - Exhibit B (Tab 1) Qualification

Submittal Signature Page - Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab 4) Key Proposed Project Team Personnel (Tab 5) Project

Team Staffing Experience (Tab 5) Project Delivery and Approach (Tab 6) References - Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8) Notification of Public Entity Crimes Law - Exhibit F
(Tab 8) Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab 8) W-9 Form (Tab 8)

1. ACKNOWLEDGEMENTS

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART 11, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated May, 20, 2020 (Question and Answer)

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

KCI Technologies, Inc.

Firm Name



Signature

Bruce Reed, PE/Regional Practice Leader
Name and Title (Print or Type)

June 3, 2020
Date

1. ACKNOWLEDGEMENTS

EXHIBIT C- QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

KCI Technologies, Inc.

Street Address:

6500 N. Andrews Avenue, Fort Lauderdale, Florida 33309

Mailing Address (if different from Street Address):

Telephone Number(s): 954.776.1616

FaxNumber(s): 954.771.7690

Email Address: bruce.reed@kci.com

Federal Employer Identification Number: 52-1604386

Prompt Payment Terms: % days' net. 30 days

Signature: 

(Signature of authorized agent)

Print Name: Bruce Reed, PE

Title: Regional Practice Leader

Date: June 3, 2020

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.



TAB 2

CONSULTANT PROFILE

2. CONSULTANT PROFILE

2.1.1 - Firm Information

KCI Technologies, Inc.(KCI)

6500 N. Andrews Avenue
Fort Lauderdale, FL 33309
954.776.1616

Parent Company

KCI Holdings, Inc.
936 Ridgebrook Road
Sparks, MD 21152
410.316.7800

2.1.3 - Type of Firm

S-Corporation

2.1.4 and 2.1.5 - Incorporation

Date incorporated: December 15, 1988

State of incorporation: Delaware

Date authorized to do business in Florida: April 19, 1989

2.1.6 - Officers

Nathan J. Beil PE, D.WRE - President and CEO
Christopher J. Griffith PE, CCM - Chief Operating Officer
Bayne E. Smith PE, PTOE - Senior Vice President and Secretary
Charles A. Phillips Jr., RPLS - Senior Vice President

2.1.7 - Federal Employers Identification Number

52-1604386

2.1.2 - Proposed Office in Charge

Fort Lauderdale Office

6500 N. Andrews Avenue
Fort Lauderdale, FL 33309

Heidi Siegel, AICP

Director of Planning
heidi.siegel@kci.com
p 954.776.1616
f 954.771.7690

2.3 - Bankruptcy Petitions

None. There have been no bankruptcy petitions (voluntary or involuntary) filed by or against KCI, its parent or subsidiaries or predecessor organizations during the past 10 years.

2. CONSULTANT PROFILE

2.4 - Claims

The following claims history for KCI does not relate to the services we are seeking to provide to the Village.

April 2011 – Gary B. Dembo vs. City of Hagerstown, et al, including KCI Technologies, Inc.

KCI Client – City of Hagerstown. Case No: 1359-2011. Jurisdiction: Washington County, MD

This was a homeowner's private property damage claim for basement flooding alleging as a result of construction excavation of ground and cement slab adjacent to the foundation of his property. KCI provided design services for utility replacement and street enhancements to the City of Hagerstown.

Status: Settled October 2011

January 2012 – Coakley and Williams Construction Inc. (CW) vs. Hayes Seay Mattern and Matter (HSMM), including KCI Technologies, Inc. KCI Client – CW. Case No: 02-C-11-161966 BT

Jurisdiction: Anne Arundel County, MD

This involves structural and other physical damage to a 2-story addition to an existing garage at BWI Airport, Linthicum, Maryland constructed by CW. KCI provided testing and inspection services for CW. CW is suing KCI and other defendants involved in the construction in counterclaim as a result of a claim made against CW by the Owner of the project, Maryland Department of Transportation Mass Transit Administration.

Status: Settled August 2013 between CW and KCI with full indemnity given to KCI by CW if any third party sues KCI.

December 2012 – Rao Sudeendra vs. KCI Technologies, Inc. KCI Client – Rao Sudeendra.

Case No: 2012-CVF-2517. Jurisdiction: Warren Co., OH

This was a counterclaim filed by Plaintiff claiming KCI negligently and improperly designed a development detention pond. This claim came about following a breach of contract by Plaintiff and collection claim filed by KCI against the Plaintiff for non-payment of monies due. **Status: Plaintiff Voluntarily Dismissed Claim February 2013**

January 2015 - ICG 16th Street Associates LLC Asserts Claim against KCI Technologies, Inc.

Project – 16th & I Street, NW – Alta Survey, Washington, DC. Case No: 17-CV-1070 (CRC)

Jurisdiction: US District Court, District of Columbia

This is a property claim dispute in which ICG alleges that a neighboring property (owned by an affiliate of ICG) was encroaching onto their property by more than the original KCI prepared survey showed. ICG claims there was a defect caused by an error in the survey done by KCI. **Status: Dismissed March 2018; A Notice to Appeal to The Federal Circuit Court was filed April 2018.**

Interest in mediation has been discussed. 5/19/19 – US Court of Appeals revised the granting of the Motion to Dismiss. Case will go back to court for discovery and trial, if not settled. Negotiation has been discussed.

July 2018 – The Helga R. Shay Revocable Trust, etc., PLTIF vs. March-Westin Company, Inc. ETC., et al DFTS, including KCI Technologies, Inc. Case No: 18-C-64. Jurisdiction: Monongalia County, Circuit Court, West Virginia

This is a property damage claim. WVU College Park project was a fast-paced multi-building student housing project. Retaining wall on site has slipped and caused impact to properties below the wall. KCI did not do the retaining wall design and was not the geotechnical engineer. KCI also did not approve the retaining wall shop drawings/calculations. **Status: Settled August 2019**

December 2018 – Alexander D. Kunkel vs. KCI Technologies, Inc. / Brian Leslie Watkins, PE / Pennsylvania Department of Transportation (PENNDOT), and Bridgestone Americas, Inc. Case No: 000427

Jurisdiction: Court of Common Pleas Philadelphia County

This is a professional liability claim. Plaintiff was a passenger in a car with six other occupants and half of the passengers were not wearing seatbelts. The driver wrecked the vehicle which overturned and landed on the roof. The plaintiff received multiple injuries including permanent paralysis from the waist down. The accident occurred in a traffic work zone designed by KCI. The driver plead guilty to recklessly endangering another person in addition to other related offenses. KCI was a sub consultant to URS Corporation (now AECOM) for this project. **Status: Open**

December 2018 – Jesco, Inc. vs. KCI Technologies, Inc. Case No: C-08-CV-18-001151

Jurisdiction: Circuit Court for Charles County, Maryland

This is a professional liability claim. Jesco entered into an agreement to purchase a property with the intent of developing by constructing a two-story commercial building, parking areas, and access roads. KCI performed limited geotechnical investigations for Jesco. Based on KCI's findings, Jesco purchased the property. Jesco claims there are defects and faults in the report and that Jesco has incurred losses, costs and expenses as a result. **Status: Open**

2. CONSULTANT PROFILE

February 2020 – Chasity Jackson & Chris Jackson, et al vs. Metropolitan Government of Nashville & Davidson County, Tennessee / KCI Technologies, Inc. / Stansell Electric Company. Case No: 19C-725

Jurisdiction: Circuit Court of Davidson County Twentieth Judicial District of Tennessee

This is a professional liability claim. Chasity Jackson passed through an intersection and her car ran over the edge of a concrete median that had been recently constructed. The island was not constructed in accordance with KCI's design. **Status: Open**

June 2018 – Jennifer Nicole Moon, Individually and as Administrator of the Estate of Gregory Moon, Deceased; Plaintiffs et al vs Pittman Construction Company; Middle Georgia Paving, Inc; KCI Technologies, Inc.; Georgia Department of Transportation. Case No: 20CV0399 – Filed 5/26/20

Jurisdiction: No venue assigned as of yet.

This is a professional liability claim that resulted in a wrongful death of Gregory Moon who was driving his 2016 Harley Davidson motorcycle on SR 11 (US-129) in Jackson County, Jefferson, Georgia toward the intersection of Wayne Poultry Road on his way to work on June 7, 2018 @ 5:30 am. When attempting to change lanes from the right lane into the left lane, Mr. Moon's motorcycle hit steep uneven pavement causing him to lose control. Mr. Moon died on June 13 as a result of his injuries. KCI was hired to perform inspection and supervisory work associated with the paving project. **Status: Open**

2.5 - Criminal Proceedings

None. There have been no criminal proceedings or hearings concerning business related offenses in which KCI, its principals or officers or predecessor organizations were defendants.

2.6 - Convictions

None. KCI, its principals, officers or predecessor organization(s) ever never been convicted of a Public Entity Crime, debarred or suspended from bidding by any government.





TAB 3
Experience +
Expertise

TAB 3

EXPERIENCE + EXPERTISE

3. EXPERIENCE + EXPERTISE

FIRM'S OVERALL EXPERIENCE

WHAT SETS OUR TEAM APART?

While the Palm Springs CRA is unique due to its location and current existing uses, a review of our team's experience shows that we have extensive experience in CRAs that share common issues.

These include:

- ▶ Commercial corridors
- ▶ Hispanic and African American population
- ▶ Outside agency Complete Streets projects planned
- ▶ Stormwater planning
- ▶ Affordable Housing
- ▶ Preservation of character

THE FULL-SERVICE FIRM ADVANTAGE

While we have augmented our team, KCI is a full-service firm that offers all of the services required of this contract. The KCI team will be involved in every aspect of this project as described below:

COMMUNITY REDEVELOPMENT PLAN UPDATE + PUBLIC ENGAGEMENT

Our planners have the ability to update the plan and create a work plan and capital projects plan that meets the community and CRA's desires. **At KCI, we are planners who collaborate daily with stakeholders, landscape architects, and engineers**

to create designs and plans that are realistic and fully vetted. With the KCI team, you will receive a document with both Congress Avenue and Lake Worth Road specific programs and projects. We will not use templates or work created for other CRAs.

The KCI team offers the CRA experience and knowledge of multi-modal projects, infrastructure upgrades, and commercial corridors. **Additionally, we work with many CRAs and are well versed in best practices in regards to revitalization and economic development strategies. We have seen what is realistic, what is feasible, and understand how to create a sense of place that reflects the desires of stakeholders.**

What sets our team apart is **our experience as public employees and our understanding of how projects are implemented.** Our team is led by Heidi Siegel, AICP. As a former city manager, Ms. Siegel understands public agency staff that are tasked with implementing consultant crafted plans. She has real experience meeting with business owners and residents who wish to improve their properties and communities. Ms. Siegel

We understand that each community we serve is unique. We pride ourselves on immersing into our communities and taking the time to create public participation programs that are engaging and outcome based. We have learned that each community carries its own sense of pride and vision and our job is to shepherd and memorialize that vision and not impose our vision. You will not receive cookie-cutter products from us. While we may advise on best practices, we clearly understand the difference between using information for inspiration and a one-size-fits-all approach to planning and design.

3. EXPERIENCE + EXPERTISE

also has experience and success in reviewing, updating and implementing land development regulations and comprehensive plans, corridor redevelopment, economic development, community redevelopment areas, capital improvement planning, public outreach and consensus building, master plans, and public speaking and presentation. An advocate for social equity and safe communities, Ms. Siegel currently serves as Chair of the Broward County Bicycling and Pedestrian Advisory Committee.

KCI provides each project with a unique stakeholder program. Our experience with public spaces, parks, roadways, master plans, and construction, position us to understand our strengths as a cohesive team. Furthermore, our experience in the public sector, positions us to understand the tools necessary to properly prepare communication strategies to engage Palm Springs residents, business and property owners, and all interested stakeholders in the planning process. While, we do our best to structure stakeholder programs, our experience has told us that the best skill we can provide our clients is flexibility. **We possess the ability to shift quickly in order to accommodate the needs of participants.**

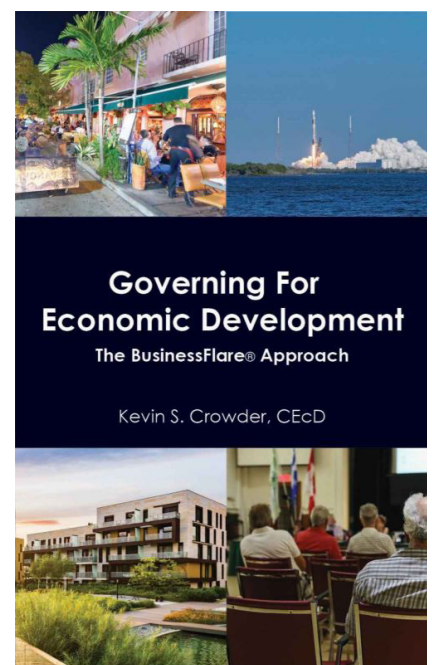
ECONOMIC DEVELOPMENT STRATEGIC PLAN

KCI has partnered with BusinessFlare to produce the Economic Development Strategic Plan. The BusinessFlare™ Approach is a trademarked, proven approach to economic development and redevelopment planning and successful implementation, providing positive economic growth that then will extend to surrounding areas and help lift the overall economy, improving the quality of life for the area's constituents and stakeholders.

The approach is based on the evaluation of, and the adoption of strategies to improve, six areas of economic development influence: Investment Drivers, Business Climate Themes, Community Connections, Key Opportunities, Economic Development Values, and Implementation & Integration.

North Miami-based BusinessFlare **was created in 2012, in response to the need for smaller cities with limited resources to compete for economic development and successful redevelopment.** BusinessFlare™ is a unique, trademarked approach that integrates market reality into a local government's strategic plan, annual budget process and day-to-day operations. It is a practical methodology used to identify an effective strategy that efficiently utilizes limited staff resources. Following the plan will result in real estate investment, new retail business openings, less vacant storefronts, more commercial development, viable public private partnerships, and new jobs!

Economic Development is inevitable, but where it occurs is not. BusinessFlare focuses on the key drivers of investment, combining an evaluation of the real world influence a local government has over each driver with recognition of the influences that are beyond the local government's control. This is essential to identify strategies that truly encourage economic growth and strengthen credibility, customer service and cash flow potential.



3. EXPERIENCE + EXPERTISE

SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY PLAN UPDATE

SOUTH MIAMI, FL

The South Miami Community Redevelopment Agency was established in 1996. KCI served as consultants and created multiple documents consistent with Florida State Statutes Chapter 163, including a Time Extension Need Study, Boundary Expansion Study, and Community Redevelopment Plan Update. The Redevelopment Plan Update created a vision and work plan that reflects current conditions and opportunities.



As part of the project, a public participation plan was created to engage with two different stakeholders with varying interests. As a result of the demographics of the CRA, there are many issues related to disparity, race, and access to resources that were addressed as part of the public participation plan.

The KCI team was successful in creating a program where trust was built and as a result, solutions that benefit all and identified common goals were incorporated in the Community Redevelopment Plan Update. KCI was also responsible for presenting the reports at the Community Redevelopment Agency Board, the Local Planning Agency, the City Commission, and the Miami-Dade Board of County Commissioners.

Change orders issued: None

Problems encountered: None

Status of this redevelopment plan: No Action Taken



Client: South Miami Community Redevelopment Agency

Evan Fancher, Former Executive Director
5825 SW 68th Street, Suite 4 Office 400
South Miami, FL 33143
p (205) 478-6400
fax number not available

Start Date: 2019

End Date: 2020

Key Personnel:

Heidi Siegel, AICP - Project Manager
Bradley Benmoshé, CNU-a, LEED Green Assoc.,
CPTED - Planner
Kadair Brissett - Planner

KCI Role: Prime

KCI Fee: \$138,000

3. EXPERIENCE + EXPERTISE

OSCEOLA PARK COMMUNITY REDEVELOPMENT PLAN UPDATE

DELRAY BEACH, FL

The Osceola Park Community Redevelopment Area Neighborhood Plan Update seeks to determine if the current redevelopment strategies and development standards are still applicable and to propose new neighborhood improvement actions and redevelopment projects. The Osceola Park Neighborhood is a predominantly residential community that is adjacent to an active arterial road and an active 18-hour downtown. Deliverables included a site inventory and analysis and an update to the Osceola Park Redevelopment Plan. This project includes extensive stakeholder involvement and coordination with City and CRA staff.

Change orders issued: None

Problems encountered: None

Status of this redevelopment plan: Adopted



Client: City of Delray Beach
Anthea Gianniotis, Development
Services Director
100 NW 1st Ave, Delray Beach, FL 33444
p (561) 243-7040 ext. 7041
fax number not available

Start Date: 2018

End Date: 2020

Key Personnel:

Heidi Siegel, AICP - Project Manager
Bradley Benmosh , CNU-a, LEED Green
Assoc., CPTED - Planner
Kadair Brissett - Planner

KCI Role: Prime

KCI Fee: \$64,750

3. EXPERIENCE + EXPERTISE

CITY OF MIAMI GARDENS COMMUNITY REDEVELOPMENT AREA PLAN

MIAMI GARDENS, FL

KCI has served as the sole consultant for the City of Miami Gardens' establishment of a Community Redevelopment Agency. Services have included the completion of a Boundary Study, Finding of Necessity, and Community Redevelopment Area Plan.

In accordance with Chapter 163 of Florida Statutes, we completed various socio-economic and land use analyses, in order to determine if the Study Area satisfied the required criteria to establish findings of slum and blight. Factors evaluated included: demographic and economic conditions, population densities; poverty levels and incomes; taxable value of real property, tenure and occupancy; code violation and crime. As part of the land use analysis, we evaluated physical and infrastructure conditions; current land use and zoning; incompatible uses; code violations; current building structural conditions; and existence of conditions that endanger life and property.

As part of this multi-year project, our team has facilitated numerous stakeholder forums and presented to the City Council and Community Redevelopment Agency newly established Board.

Change orders issued: None

Problems encountered: None

Status of this redevelopment plan: Adopted



Client: City of Miami Gardens
Vernita Nelson, Assistant City Manager
18605 NW 27th Avenue
Miami Gardens, FL 33056
p (305) 622-8000
fax number not available

Start Date: 2013

End Date: 2018

Key Personnel:

Heidi Siegel, AICP - Project Manager

Bradley Benmoshé, CNU-a, LEED Green Assoc., CPTED - Planner

KCI Role: Prime

KCI Fee: Cumulative \$200,000

3. EXPERIENCE + EXPERTISE

LAKE WORTH BEACH DESIGN GUIDELINES FOR MAJOR THOROUGHFARES

LAKE WORTH BEACH , FL

KCI was commissioned for the creation of design guidelines after a re-write of the land development code, which will be incorporated into the Code of Ordinances by reference. The document references the code requirements, provides best urban design practices, honors the historic districts, and includes graphics and illustrations that establish the architectural standards for new development.

Led by Mr. Benmoshé, the graphics, architectural models and design standards communicate a very clear picture of what the City desires, where, and how. The document even includes a Lake Worth Beach specific plant palette in which KCI's team identified a variety of appropriate trees for each corridor based on zoning and land use, right-of-way width, and proposed uses. For example, for an area that has larger sidewalks and encourages outdoor dining, shade trees that do not have nuisance blooms are suggested. This document has been well received by the development community as it allows them to clearly understand what the City and CRA seeks and minimizes unnecessary "negotiations" with City staff.

Change orders issued: None

Problems encountered: None

Status of this redevelopment plan: Adopted



Client: Lake Worth Beach Community
Redevelopment Agency
William Waters AIA, NCARB, LEED AP BD+C, ID,
SEED
Director, Community Sustainability Department
1121 Lucerne Avenue, Lake Worth Beach, FL 33460
p (561) 586-1634
f (561) 588-0524

Start Date: 2018

End Date: 2019

Key Personnel:

Heidi Siegel, AICP - Project Manager
Bradley Benmoshé, CNU-a, LEED Green Assoc.,
CPTED - Urban Designer
Kadair Brissett - Planner

KCI Role: Prime

KCI Fee: \$74,000

3. EXPERIENCE + EXPERTISE

CITY OF WEST PALM BEACH ECONOMIC DEVELOPMENT STRATEGIC PLAN

WEST PALM BEACH, FL

BusinessFlare created the **Economic Development Strategic Plan** for the City of West Palm Beach. The plan includes market analysis and stakeholder participation including targeted business and real estate meetings. BusinessFlare's approach to economic development for a realistic, implementable plan was used.

Change orders issued: None

Problems encountered: None

Status of this redevelopment plan: Many elements of this plan were implemented and this plan forms the base for additional updates that continue to be implemented.



Client: City of West Palm Beach
Christopher Roog, Economic Development Director
401 Clematis Street, West Palm Beach, FL 33401
p (561) 822-1200
fax number not available

Start Date: 2013

End Date: 2013

Key Personnel:

Kevin Crowder, CECD - Project Manager
IEDC Certified Economic Developer (CEcD)

Role: Mr. Crowder performed this work while at another firm.

Fee: This was part of a larger contract and there was not a specific, individual fee.

3. EXPERIENCE + EXPERTISE

CITY OF ROCKLEDGE MARKET ANALYSIS AND ECONOMIC DEVELOPMENT IMPLEMENTATION STRATEGY ROCKLEDGE, FL

This project consists of a market analysis and economic development implementation strategy for two subdistricts of the City of Rockledge CRA. It included significant stakeholder engagement, including targeted one-on-one meetings and public forums. The effort evaluated the condition of the five drivers of investment: land, labor, capital, markets, and regulation. It identified strategies that include rebranding of the sub-areas, identification of hidden assets that the public was unaware of, main street and streetscape concepts, entrepreneurship, healthcare and educational strategies, and implementation. The project focuses on the development and implementation of programs to create Downtown Rockledge, brand the Lake Betsi Recreational Area and upgrade its offerings, strengthen the Rockledge Medical and Professional District which is anchored by Rockledge Regional Medical Center, and rebrand the light industrial area as the Space Coast Innovation and Entrepreneurial District.

During this project, the BusinessFlare team identified opportunities for implementation that the City and CRA initiated, including identification of a new business prospect that meets the new target industry priorities for the Downtown and with which the City is negotiating a land purchase.

Change orders issued: There were no change orders issued, however, the scope of BusinessFlare's contract was expanded to include a craft brewery market analysis and craft brewery recruitment services.

Problems encountered: The key problem that was encountered was the delay caused by the COVID-19 pandemic. The team revisited the strategy to provide commentary and guidance to the city and CRA regarding the potential impact of the pandemic on each recommended strategy, as well as a general overview.

Status of this redevelopment plan: This plan will be presented to the City Council on June 17, 2020 for adoption.

Client: City of Rockledge
Alix Bernard, Planning Director
1600 Huntington Lane
Rockledge, FL 32955
p (321) 221-7540
fax number not available

Start Date: 2019

End Date: 2020

Key Personnel:

Kevin Crowder, CECD - Project Manager
IEDC Certified Economic Developer (CEcD)

BusinessFlare Role: Prime

BusinessFlare Fee: \$35,000 original contract value, plus additional services of \$15,000





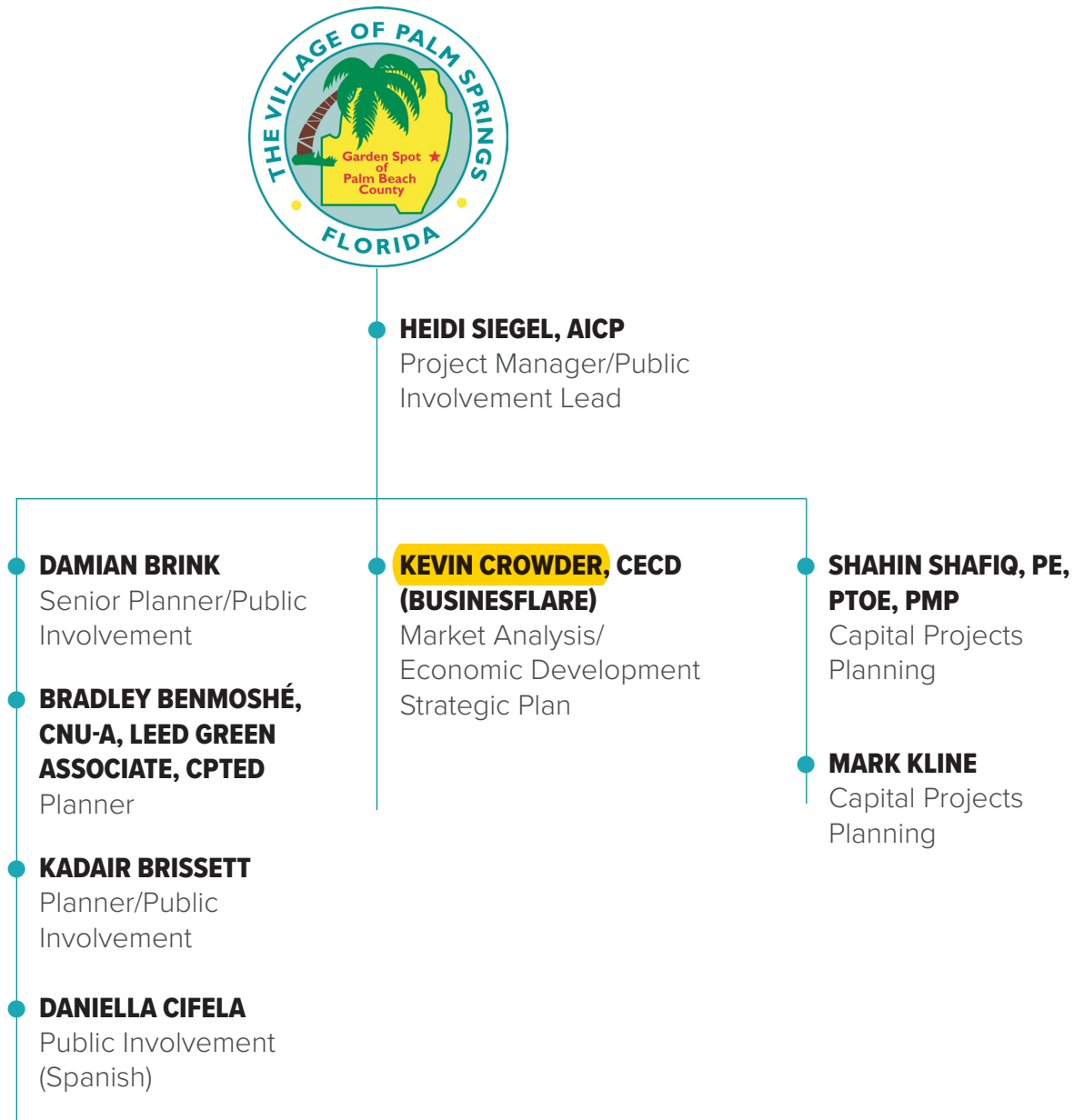
TAB 4

KEY PROPOSED PROJECT TEAM PERSONNEL

**TAB 4
Key Proposed
Project Team
Personnel**

4. KEY PROPOSED PROJECT TEAM PERSONNEL

4.1 Firm/Team Organizational Chart



4. KEY PROPOSED PROJECT TEAM PERSONNEL



HEIDI SIEGEL, AICP

Project Manager/Public Involvement Lead

Ms. Siegel is the firm's Planning Director and specializes in reviewing, updating, and implementing land development regulations and comprehensive plans, as well as zoning review services. She has 20 years of experience in the planning and development field, in both the public and private sector. Her involvement in historic preservation planning, municipal operations, legislative matter and public speaking have aided in her extensive knowledge throughout her career. Prior to joining KCI (formerly Keith & Schnars), Ms. Siegel served as the City Manager for the Village of Biscayne Park in Miami-Dade County.

Education

MA, Historic Preservation,
Georgia State University,
1998

BA, History, Queens
College, 1995

Professional Certifications

American Institute of
Certified Planners (AICP),
#023225

Professional Organizations

American Planning
Association
Florida Planning
Association
Broward County Bicycle
and Pedestrian Advisory
Committee, Chair

Awards & Recognitions

2016 Florida Preservation
Award

Relevant Experience

- Avenue E Corridor Streetscape Study
Riviera Beach, FL
- Miami Beach Comprehensive Plan
Miami Beach, FL
- Lake Worth Beach Design Guidelines for Major Thoroughfares
Lake Worth Beach, FL
- Osceola Park Community Redevelopment Plan Update
Delray Beach, FL
- South Miami Community Redevelopment Agency Plan Update
Miami-Dade County, FL
- City of Sunrise Comprehensive Plan Amendments and Data & Analysis Update
Sunrise, FL
- City of Lauderdale Lakes Comprehensive Plan
Lauderdale Lakes, FL
- Frog Alley Historic Resource Study
Delray Beach, FL
- City of Miami Gardens Finding of Necessity
Miami Gardens, FL
- Palm View Neighborhood Study
Miami Beach, FL
- Hillsboro Ranches Neighborhood Study
Coconut Creek, FL
- Oakland Park Cost Recovery Professional Services
Oakland Park, FL

4. KEY PROPOSED PROJECT TEAM PERSONNEL



DAMIAN BRINK

Senior Planner/Public Involvement

Mr. Brink has extensive experience in land use and urban planning, project management, land entitlements, and urban design working in both the public and private sectors. He has worked as an Urban/Land Planner and Project Manager obtaining land entitlement approvals for residential, commercial, and mixed-use development projects throughout South Florida and Mid-Atlantic regions.

Education

BA, Public and Urban Affairs with a Concentration in Urban Affairs and Planning, Virginia Tech

Professional Organizations

American Planning Association

Board Member for the Building Board of Adjustment & Appeals (City of Boynton Beach, FL)

Relevant Experience

- Avenue E Corridor Streetscape Study
Riviera Beach, FL
- Mount Dora Historic Resource Services
Mount Dora, FL
- Washington Park Landscape Design
North Miami Beach, FL
- Burlington Self Storage Planning Services
Lantana, FL
- DEFY Indoor Entertainment Park
Palm Springs, FL
- Kingswood Academy Day Care
Palm Springs, FL
- Palm Beach County Mecca Site DRI and Comprehensive Plan
Palm Beach County, FL
- City of Parkland Planning
Parkland, FL
- Oakmont Estates Planning Services
Wellington, FL
- Sabal Grove (Centex/Lennar) Planning Services
Lantana, FL
- Lighthouse Self Storage Planning Services
West Palm Beach, FL
- Schmid Nichols
Urban Planner
- Kilday & Associates Inc.
Project Manager/Land Use Planner

4. KEY PROPOSED PROJECT TEAM PERSONNEL



BRADLEY BENMOSHÉ, CNU-A, LEED GREEN ASSOCIATE, CPTED Planner

Education

MA, Architectural &
Sustainable Design,
University of Florida, 2017

BA, Architectural & Urban
Design, University of
Florida, 2014

Professional Certifications

LEED Green Associate,
111091033

Project Management
Institute, 2017

Crime Prevention Through
Environmental Design
(CPTED)

FDOT LAP Title VI & ADA

AutoCAD 2014

Leadership Development,
Dale Carnegie Institute

Congress for New
Urbanism (CNU-A)

Mr. Benmoshé is an urban planner and designer with an eclectic assortment of interdisciplinary experience gained from his work with architects, developers, consultants, and governmental agencies. This experience allows him to create architectural design standards that are practical within the confines of neighborhood scale and land development regulations. Mr. Benmoshé specializes in sustainable design and effective placemaking. Mr. Benmoshé has played a key role on other projects like the North Miami Community Redevelopment Agency's Chinatown Cultural Arts and Innovation District and Visioning Apopka, a Communitywide Strategic Vision Plan. For the City of Apopka, he created a signage program that sets the aesthetic tone for future developments. For the North Miami CRA, he created a unique set of design guidelines for both private and public spaces to help guide future investors and architects.

Relevant Experience

- Lake Worth Beach Design Beach Guidelines for Major Thoroughfares
Lake Worth Beach, FL
- A Strategic Assessment of the Plantation Gateway CRA Plan
Plantation, FL
- Hillsboro Ranches Neighborhood Study
Coconut Creek, FL
- Village of North Palm Beach General Planning Services
North Palm Beach, FL
- City of Sunrise Comprehensive Plan Amendments and Data & Analysis Update
Sunrise, FL
- Town of Cutler Bay General Planning Services
Cutler Bay, FL
- Miami Beach Comprehensive Plan
Miami Beach, FL
- City of Lauderdale Lakes Comprehensive Plan
Lauderdale Lakes, FL
- North Miami Chinatown Masterplan

4. KEY PROPOSED PROJECT TEAM PERSONNEL



KADAIK BRISSETT **Planner/Public Involvement**

Mr. Brissett is a member of the KCI planning and urban design team. A prolific writer with an engaging personality, he has supported many of our recent projects. He has written large portions of the South Miami CRA Redevelopment Plan and is currently assessing the historic value of a neighborhood in Miami Beach.

Education

MA, Urban and Regional
Planning, University of
Florida (Ongoing Studies)

BA, Urban and Regional
Planning, Florida Atlantic
University

Relevant Experience

- Lauderdale Lakes Comprehensive Plan
Lauderdale Lakes, FL
- Miami Beach Comprehensive Plan
Miami Beach, FL
- Palm View Neighborhood Study
Miami Beach, FL
- Miami Beach Comprehensive Plan
Miami Beach, FL
- Osceola Park Community Redevelopment Plan Update
Delray Beach, FL
- South Miami Community Redevelopment Agency Plan Update
South Miami, FL

4. KEY PROPOSED PROJECT TEAM PERSONNEL



KEVIN CROWDER, CECD

Market Analysis/Economic Development Strategic Plan

Mr. Crowder is the president of BusinessFlare Economic Development Solutions and is an IEDC Certified Economic Developer (CEcD). His primary areas of expertise are redevelopment and economic development planning and implementation, market research, craft breweries and live music strategies, nighttime economies, public private partnerships, feasibility assessments and government affairs. He is a prior member of the board of directors of the Florida Council of Public Private Partnerships (FCP3) and the Florida Redevelopment Association (FRA), and served as chair of the FRA Legislative Committee. He is a member of the Florida Redevelopment Association, the National Trust for Historic Preservation, the Key West Art & Historical Society, the Florida Venture Forum, the Urban Land Institute, and participant on ULI Technical Advisory Panels. Mr. Crowder has provided economic development consulting and market, economic, and feasibility analysis for:

Professional Organizations

Florida Council of Public Private Partnerships (FCP3)

Florida Redevelopment Association (FRA)

Chair, FRA Legislative Committee

Florida Redevelopment Association

National Trust for Historic Preservation

Key West Art & Historical Society

Florida Venture Forum

Urban Land Institute

ULI Technical Advisory Panel Participant

Relevant Experience

- Economic Development
 - Titusville, FL*
 - West Palm Beach, FL*
 - Stuart, FL*
 - Palm Bay, FL*
 - Miami Beach, FL*
- Retail Attraction
 - North Port, FL*
 - Lauderhill, FL*
 - Miami Beach, FL*
- Community Redevelopment
 - Alachua, FL*
 - Rockledge, FL*
 - Mount Dora, FL*
 - North Miami, FL*
 - North Miami Beach, FL*
 - Martin County, FL*
 - Naranja Lakes (Miami-Dade), FL*
 - Miami Beach, FL*
 - Palm Bay, FL*
- Market, Economic, Feasibility Analysis
 - North Miami Beach, FL*
 - North Miami, FL*
 - Las Brisas Marina Project Bahia Mar (Ft. Lauderdale)*
 - North Beach Town Center*
 - Golden Glades Interchange*
 - Snapper Creek Service Plaza*
 - Latin American Art Museum*
- Public Private Partnerships
 - City of Miami Beach, FL*
 - Davie, FL*
 - Miami Shores, FL*
 - North Miami, FL*
 - Cape Coral, FL*

4. KEY PROPOSED PROJECT TEAM PERSONNEL



DANIELA CIFELLI

Public Involvement (Spanish)

Education

MLA, Landscape
Architecture -
Environmental &
Urban Design, Florida
International University,
2017

AA, Architecture, Miami-
Dade College, 2012

Professional Certifications

AutoCAD Certification

OSHA 10-Hour Training

Ms. Cifelli has extensive experience in a wide range of disciplines relating to the practice of architecture, landscape architecture and construction. She is familiar with design processes and can communicate ideas graphically through a variety of projects and approach proficient response to a given design problem. She is proficient in 3D imaging, graphic design presentation, and digital rendering which is an asset to our public participation process.

A native of Peru, Ms. Cifelli, will be involved in all aspects of this project to ensure maximum engagement with the Village's native Spanish speakers. As a professional on our team, she will be able to communicate directly with stakeholders as opposed to reliance on an interpreter.

Relevant Experience

- Turtle Run
Coral Springs, FL
- HBC Grant Design Plans
Coconut Creek, FL
- Big Pine Key Welcome Signage
Monroe County, FL
- Hillsboro El Rio Park
Boca Raton, FL
- Neighborhood Signage Concepts
Port St. Lucie, FL
- SR 7/US 441 at Holmberg Road
Parkland, FL
- SR 7/US 441 from North of Collum Road to South of Sawgrass
Expressway
Coconut Creek, FL
- South Fifth Neighborhood Signage
Miami Beach, FL

4. KEY PROPOSED PROJECT TEAM PERSONNEL



SHAHIN SHAFIQ, PE, PMP, PTOE Capital Projects Planning

Mr. Shafiq has over 16 years of responsible and diversified engineering experience in the transportation engineering projects. His primary areas of expertise are in highway design, PD&E, drainage, signing and pavement markings, signals and traffic engineering. Mr. Shafiq holds a bachelor's and master's degree in civil engineering, as well as a master's degree in computer science. He has in-depth experience water distribution systems and wastewater collection system design.

Education

Masters, Civil Engineering,
Lamar University, 2003

Masters, Computer
Science, Texas A&M, 2002

BS, Civil Engineering, BUET
(Bangladesh), 1998

Professional Registrations

PE, Florida, 65195

Professional Certifications

PMP, Project Management
Institute, 1389731

MOT Advanced

IMSA Signal Design Level 1

ICPR Version 4 Training

PTOE, 3238

Relevant Experience

- Turtle Run
Coral Springs, FL
- Hillsboro El Rio Park
Boca Raton, FL
- Coral Bay Development District
Coral Bay, FL
- Terramar Park
Parkland, FL
- Palm View Neighborhood Study
Miami Beach, FL
- City of Doral General Services
Doral, FL
- Coconut Creek Commerce Center
Coconut Creek, FL

4. KEY PROPOSED PROJECT TEAM PERSONNEL



MARK KLINE, PE Capital Projects Planning

Mr. Kline has over 35 years of engineering design and management experience with projects involving roadway design, transportation planning and land development. Mr. Kline has become proficient in the engineering design aspects of streetscape design, including complete streets. He has expertise in the use of various important design standards and criteria including the Florida Greenbook (Manual of Uniform Minimum Standards for Design, Construction and Maintenance).

Relevant Experience

- Turtle Run
Coral Springs, FL
- Arch Creek Bike Path and Pedestrian Bridge LAP
North Miami, FL
- Atlantic Boulevard/CPTED Enhancement
Pompano Beach, FL
- Curtis Street Sidewalk
Port St. Lucie, FL
- El Rio Trail
Boca Raton, FL
- Las Olas Boulevard Beach Streetscape
Fort Lauderdale, FL
- Oakland Park Water Main Improvements
Fort Lauderdale, FL
- Palm Bay Parkway
Palm Bay, FL
- Williams Island Boulevard
Aventura, FL
- Yamato Road
Boca Raton, FL

Education

BS, Civil Engineering, 1983

Professional Registrations

PE, Florida, 44016

Professional Certifications

ATSSA - Advanced Work
Zone Traffic Control



TAB 5

PROJECT DELIVERY + APPROACH

5. PROJECT DELIVERY + APPROACH

As central Palm Beach County continues to grow and begins to recover from the current economic impact, opportunities exist for businesses to locate to the Village of Palm Springs. The incorporation of current economic and market analyses, additional stakeholder input, and the creation of an Economic Development Strategic Plan **provides an opportunity to position the Village and CRA for redevelopment and appropriate growth.** As professional planners, KCI can also assess existing land use and zoning to determine whether current regulations are consistent with the desired outcomes of the plans.

Using our areas of expertise and past experience, KCI is capable of leading a community engagement process that is both engaging and equitable. Our final products will be clear, concise and contain original graphics and charts; our process will be transparent and stakeholder oriented.

We have developed a team that will approach the scope of work with innovation that will provide the CRA and community with an effective and beneficial outcome. We understand the importance of the Congress Avenue and Lake Worth Road Sub-districts, and the need to have a plan in place that promotes appropriate uses and both public and private investment. **As a full-service firm with both expertise in community redevelopment areas and engineering, we can produce a capital improvement plan that is realistic and provide immediate enhancements. Our engineers will make sure that the infrastructure improvements are properly identified so that the CRA can get right to work!**

As we do not represent any developer interests in the Village or CRA, we offer this project a fresh-set of eyes that draws on our experience in similar municipalities but also is tailored specifically for the Palm Springs CRA.

A combination of public input meetings and an analysis of the existing Palm Springs CRA Community Redevelopment Plan existing regulations, and existing infrastructure conditions will be conducted. As former municipal planners, we understand the importance of a process that is based on consensus building and is transparent. These key factors: consensus building and transparency will allow the final product to move forward through the approval process efficiently, with support, and be implementable.

Included in the final product will be an Opportunities and Constraints Analysis, a general 10-year work plan, a five-year capital improvement plan, and an Economic Development Plan. Our work will provide graphics, be visually enticing, and forward thinking.

STAKEHOLDER COMMUNICATION AND INPUT

It is our experience that the most successful community redevelopment plans are those that have extensive stakeholder involvement. We have designed a work plan that allows us to engage with the public from the

5. PROJECT DELIVERY + APPROACH

very beginning of the project and throughout the process. Early in the project we will hold a series of meetings to inform the stakeholders of the project's scope and seek feedback on desires and challenges within the community redevelopment area sub-districts. We are actively adjusting our public input process based on social distancing guidelines and CDC recommendations. **Regardless of the format, these meetings will be formatted as an “open-mic” style event where all feedback will be welcomed. We will summarize on charts during the events so that all stakeholders see that their feedback was captured and that they were “heard.”**

In addition to the public input meetings, we will also engage with elected officials, the Planning and Zoning Board, neighborhood representatives, developers, business groups, real estate agents, Village staff, surrounding community representatives, and other interested parties. **We have experience in both in-person and online outreach efforts. We will be creative in our outreach efforts to accommodate everyone.**

Follow-up meetings will be held, in a workshop-style environment, as we begin to compile and craft a vision for the CRA. **These meetings may be held as topic-specific and area-specific sessions over the course of several days.** For example, each sub-district may have a specific session, open to the entire public, where we review development types and infrastructure projects. Properties that may be annexed into the Village may have a specific session.

Our public meetings are interactive using a variety of techniques. The techniques chosen are based on the topic and participants. **Some of the tools in our tool box include online surveys at meetings and throughout the project, table-top drawing exercises on aerial maps, roundtable discussions, 3-D visualization, and open house passive review of progress.** Due to the extensive topics covered in this scope of work, we envision using all of these techniques.

TECHNICAL APPROACH

The following is a typical scope of work with deliverables we would use in this type of project. We will tailor it to specific needs and desired outcomes upon consultation with CRA staff. This schedule can be adjusted based on the CRA's needs.

Task 1: Project Initiation Meeting

KCI will organize and facilitate a project initiation meeting with CRA staff to review the process and timeline for the project and related tasks.

Deliverables

- ▶ Meeting Agendas
- ▶ Attend and Facilitate Meeting
- ▶ Summary Notes

5. PROJECT DELIVERY + APPROACH

Task 2: Site Inventory and Analysis

KCI will perform a site inventory and analysis for the project area. This examination will include existing roadway corridors, lighting, landscape, utilities, stormwater, land use and property ownership, forms of circulation and the current level of community policing activity.

Deliverables

- ▶ Site Inventory and Analysis Report

Task 3: CRA Board Workshop

KCI will plan and facilitate a workshop session with the CRA Board and CRA staff. The goal of this meeting will be to gather feedback and vision for the Palm Springs CRA.

Deliverables

- ▶ Meeting Agenda
- ▶ Attend and Facilitate Meeting
- ▶ Summary Notes

Task 4: Public Involvement

In order to collect and incorporate community and stakeholder feedback into the Community Redevelopment Plan Update and the Economic Development Plan, KCI will plan, conduct, and analyze results from the community consensus meetings to gather input on priority projects and the vision for the CRA. Meetings will include bilingual KCI team members and will use a variety of public input methods. Meetings will be conducted throughout the process as outlined above.

Deliverables

- ▶ Community Meeting Results Analysis

Task 5: Community Redevelopment Plan Update

KCI will prepare a Community Redevelopment Plan update that outlines and identifies development and redevelopment needs of the CRA as well as specific projects to address those needs. The Plan shall follow statutory requirements and be consistent with the Village's Comprehensive Plan.

The Community Redevelopment Plan update shall include the following:

- ▶ A review of tax base and ownership data, property lines and right-of-way boundaries
- ▶ Evaluation of current land uses, future land use/zoning designations and recommendation for changes to facilitate redevelopment

5. PROJECT DELIVERY + APPROACH

- ▶ Evaluation of what makes the Palm Springs CRA unique and steps that the Village can take to preserve, nurture and promote these features
- ▶ Qualitative and quantitative information to assess economic trends and forecasts, business development, transportation and infrastructure, the role of private property owners and local businesses, and other factors affecting the economic and cultural vitality of the two CRA sub-districts
- ▶ Review and analysis of real estate market trends and property values to provide projections for TIF revenues within the CRA area
- ▶ Evaluation of vacant and underutilized properties within the CRA and determine a strategy for encouraging and facilitating (re)development or revitalization
- ▶ Evaluation of existing infrastructure, and an assessment of opportunities and constraints to complete capital projects
- ▶ Review of the Lake Worth Road Multimodal Corridor Study, as well as FDOT RRR Report, and determine strategies to complement road project to fulfill objectives for complete streets/multi-modal corridor
- ▶ Preparation of an Opportunities and Constraints analysis
- ▶ Development of a vision and goals, objectives and policies to support the elimination of the blighting conditions outlined in the Finding of Necessities Reports and to support economic development and job creation
- ▶ Development of action-oriented strategies that encourage private investment in revitalization of the Congress Avenue and Lake Worth Road districts while maximizing the return on public investment
- ▶ Identification of strategies to work with Palm Beach County and other local government agencies to complete requisite capital projects
- ▶ Identify various grant opportunities to support capital projects
- ▶ Review and recommendation of other Florida cities' CRA grant programs, as well as those of Palm Beach County and the State of Florida, specific to business incentives or financial assistance in response to economic impact from storm events, pandemic or other hazards



5. PROJECT DELIVERY + APPROACH

- ▶ Review and recommendation of other Florida cities' economic development incentives, as well as those of Palm Beach County and the State of Florida
- ▶ Recommendations for the use of public resources within the CRA, which may include recommendations regarding the acquisition and disposition of land in the area
- ▶ Creation of a general 10-year work program and time-frame within which public and private resources may be used to accomplish redevelopment activities
- ▶ Development of five-year capital and operating budgets with identification of potential funding sources including estimation of infrastructure improvement costs

Deliverables

- ▶ Draft Community Redevelopment Area Plan update
- ▶ Final Community Redevelopment Area Plan update

Task 6: Economic Development Strategic Plan

KCI will prepare an Economic Development Strategic Plan that will create a road map for CRA economic development activities. The Economic Development Strategic Plan will be reconciled with the Community Redevelopment Area Plan update. The Economic Development Strategic Plan shall include the following:

- ▶ Yearly trend analysis and projections of demographic and socioeconomic data
- ▶ Assessment of current economic market and climate
- ▶ Summary of current local business composition and employment segregated by sector, number of establishments, unemployment, payroll, average/median wages for the entire Village and segregated by each CRA district with forecasts
- ▶ Assessment and inventory of public/private local, state and federal resource programs that could assist with the implementation of the Community Redevelopment Plan
- ▶ A strengths, weaknesses, opportunities and constraints (SWOC) analysis including areas to leverage for future development, develop-able nodes/parcels, recommended development focus
- ▶ Information on economic trends, projected areas of growth and the regional context including target industries/principal land uses, economic strategies and policies
- ▶ Identification and analysis of the CRA's market potential for future/new businesses, infrastructure, opportunities, and activities (including public and private projects) that would draw new commerce, creation and expansion of the daytime and evening economy, residents and visitors, and recommendations for implementation
- ▶ Development of a business strategy plan to project future business development potential and include the optimal mix of business types for the Congress Avenue and Lake Worth Road sub-districts' current economic market and climate including the potential for an evening economy and how that relatively non-existent sector would be driven

5. PROJECT DELIVERY + APPROACH

- ▶ Preparation of a locally based Economic Development Strategy, with five (5) year and ten (10) year implementation plan(s) with policies, projects and programs, medium-and long-term prioritization for taking advantage of the opportunities and solving economic development challenges of the area including staffing/budget considerations

Deliverables

- ▶ Draft Economic Development Strategic Plan
- ▶ Final Economic Development Strategic Plan

Task 7: Review Process for the Community Redevelopment Plan Update and Economic Development Strategic Plan

Following the preparation of the Community Redevelopment Plan Update and the Economic Development Strategic Plan, the KCI present the draft plans to the CRA Board. The presentation will address how the analyses conducted during Task 2 and the community outreach and visioning sessions conducted during Tasks 3 and 4 were utilized in the preparation of the plan updates.

Following Florida Statutes, KCI will present the Community Redevelopment Plan Update to the Village Council and the Local Planning Agency (LPA) for a finding of consistency with the Village's Comprehensive Plan.

KCI will then present the final documents to the CRA Board for approval and adoption.

KCI will work with CRA staff in the creation of all public notices and notification to all taxing authorities.

Deliverables

- ▶ Presentations to the CRA Board, Local Planning Agency, and Village Council
- ▶ Coordination with CRA Staff

Task 8: Project Coordination

During the life of this project, the KCI will hold regularly scheduled meetings with CRA staff to discuss the status of the project.

Deliverables

- ▶ Agendas for the meetings
- ▶ Summary minutes of the meetings

5. PROJECT DELIVERY + APPROACH

The KCI team is committed to managing the project to meet the Village's schedule and budget requirements.

PROPOSED SCHEDULE

TASK	TIME (IN MONTHS)								
	1	2	3	4	5	6	7	8	9
Task 1: Project Initiation Meeting									
Task 2: Site Inventory and Analysis									
Task 3: CRA Board Workshop									
Task 4: Public Involvement									
Task 5: Community Redevelopment Plan Update									
Task 6: Economic Development Strategic Plan									
Task 7: Review Process for the Community Redevelopment Plan Update and Economic Development Strategic Plan									
Task 8: Project Coordination									



5. PROJECT DELIVERY + APPROACH

INNOVATION

Using the Palm Springs CRA Community Redevelopment Plan as guiding principal, KCI intends to approach this project with innovation.

Visual Technology

Using 3-D modeling and short “fly-through” video clips, we can present proposed redevelopment strategies in a realistic format. This approach allows us to demonstrate what types of buildings the new strategies may achieve. In our experience, this is helpful when you introduce new building forms to areas that are predominately underutilized parcels. Through technology we are able to discuss scale, massing, and siting of these new buildings and uses.

New Housing Opportunities

While the current Redevelopment Plan **does not prioritize** new housing in the short-term, it does acknowledge the need for new residences along existing public transportation routes and housing within mixed use projects that are both affordable and market rate. We will work with the community to identify long-term housing needs so that the CRA will be able to incrementally plan through the installation of needed infrastructure and the identification of development partners and funding sources.

“... to stimulate and encourage economic development, provide increased public amenities, improve pedestrian/bicycle safety and effectively manage redevelopment within the CRA to realize the Village’s vision and long-term community goals. Short-term (up to two years) and long-term (up to 10 years) capital improvements projects and other programs/activities are identified as a means of addressing these issues in a way that will maximize leveraging of local, state and federal resources in the implementation of this plan.”

Requiring Lot Assemblage to Increase Redevelopment and Investment

Encouraging lot assemblage of existing underutilized parcels will attract redevelopment. In turn, there are opportunities through mixed use development to improve community connections. Regulations can require or encourage Crime Prevention Through Environmental Design (CPTED) principles, inclusion of community gathering places, and updated infrastructure.

Identify And Encourage Appropriate Neighborhood Scale Commercial Uses

The existing plan identifies concerns about jobs, missing goods and services, and limited need to retain affordable and safe housing for the Village’s residents. Opportunities exist to create a tiered structure for types of uses that target key areas of concern for the sub-districts. While commercial development is often market driven, KCI will recommend programs and regulations that are market-informed and Palm Springs specific.



TAB 6

REFERENCES

6. REFERENCES

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: KCI Technologies
Reference: Evan Fancher
 (Name of Company giving Reference)
Name/Title: Former Director South Miami CRA (Current Executive Director Plantation CRA)
 (Name and Title of person giving Reference)
Project: South Miami CRA Plan Update, Time Extension, and Boundary Expansion
 (Project for which references are being provided)
Project Manager: Heidi Siegel, AICP
Lead Professional: Heidi Siegel, AICP
Other Key Project Personnel: Bradley Benmoshe, Samantha Kanach, Kadair Brissett
RFP Number & Title: 2020R-001 CRA Community Redevelopment Plan Modification and Preparation of Economic Development Strategic Plan
Telephone: 205-478-6400 **Fax:**

Describe the scope of work of the contract awarded by your company/agency to this contractor:

The South Miami Community Redevelopment Agency (CRA) was established in 1996. An Update of the Redevelopment Plan was required as part of a request for extension of the timeframe of the CRA and to create a vision and work plan that reflected current conditions and opportunities. KCI used graphics and provided future redevelopment strategies in a visual format as part of the update.

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	Extra Time
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	
3.	Rate how well the firm listened and understood the project specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	4	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.	5	
6.	Rate the overall quality of the work.	5	They produced a wonderful plan.

6. REFERENCES

7.	Rate the technical competence of the firm and its consultants.	5	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered?		
☒ Yes ☐ No			

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent



Signature

5/26/2020

Date

6. REFERENCES

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: KCI Technologies
Reference: City of Lake Worth Beach
 (Name of Company giving Reference)
Name/Title: William Waters, Director of Community Sustainability
 (Name and Title of person giving Reference)
Project: Lake Worth Beach Major Thoroughfare Design Guidelines
 (Project for which references are being provided)
Project Manager: Heidi Siegel, AICP
Lead Professional: Heidi Siegel, AICP
Other Key Project Personnel: Bradley Benmoshe

RFP Number & Title: 2020R-001 CRA Community Redevelopment Plan Modification and Preparation of Economic Development Strategic Plan
Telephone: 561-586-1163 **Fax:** _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

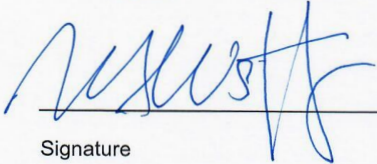
Creation of design guidelines document to address redevelopment along the City's major corridors.

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	KCI WAS EXCELLENT ON THE PROJECT
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	ALWAYS RESPONSIVE
3.	Rate how well the firm listened and understood the project specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	WKT & EXCEEDED ALL DEADLINES
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.	4	VERY GOOD ATTEMPT TO DETAILS
6.	Rate the overall quality of the work.	5	VERY WELL RECEIVED

6. REFERENCES

7.	Rate the technical competence of the firm and its consultants.	5	EXCELLENT STAFF
8.	Rate the integrity and professionalism of the firm.	5	EXCELLENT
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes No	5	MOST WORTHY

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent



5/29/2020

Signature

Date

6. REFERENCES

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under

Review: BusinessFlare LLC

RFP Number & Title: 2020R-001 CRA

Community Redevelopment Plan

Modification and Preparation of Economic
Development Strategic Plan

Reference: City of West Palm Beach
(Name of Company giving Reference)

Name/Title: Chris Roog, Economic Development Director
(Name and Title of person giving Reference)

Telephone: 561.262.6901 **Fax:** _____

Project: Economic Development Strategic Plan
(Project for which references are being provided)

Project Manager: Kevin Crowder

Lead Professional: Kevin Crowder

Other Key Project Personnel: n/a

Describe the scope of work of the contract awarded by your company/agency to this contractor:

This was the creation of the City's first strategic plan with research, analysis and implementation. The project was led by BusinessFlare principal Kevin Crowder in his capacity as economic development director for another firm at the time, but the process he used is the BusinessFlare Approach.

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	
3.	Rate how well the firm listened and understood the project specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.	4	We were on a tight deadline
6.	Rate the overall quality of the work.	4	Kevin had to fix problems from other staff

6. REFERENCES

7.	Rate the technical competence of the firm and its consultants.	5	
8.	Rate the integrity and professionalism of the firm.	5	
9.	If you have a similar contract to undertake in the future, would the firm be considered?	Yes	
	☒ Yes ☐ No		

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Christopher Roog

06/03/2020

Signature

Date

6. REFERENCES

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: KCI Technologies **RFP Number & Title:** 2020R-001 CRA Community Redevelopment Plan Modification and Preparation of Economic Development Strategic Plan

Reference: Riviera Beach CRA
 (Name of Company giving Reference)

Name/Title: Scott Evans, Executive Director
 (Name and Title of person giving Reference)

Project: Avenue E Streetscape Study
 (Project for which references are being provided)

Telephone: 561-844-3408 **Fax:** _____

Project Manager: Heidi Siegel, AICP

Lead Professional: Heidi Siegel, AICP

Other Key Project Personnel: Damian Brink, Bradley Benmoshe, Samantha Kanach, Kadair Brissett

Describe the scope of work of the contract awarded by your company/agency to this contractor:

KCI is providing professional services to the Riviera Beach CRA. Scope of Work includes analysis and recommendations regarding the existing CRA Plan and programs, analysis and recommendations regarding the existing land use and zoning regulations, creation of Avenue E specific architectural standards, and conceptual design of the Avenue E Streetscape.

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	The company was efficient and timely
2.	Rate the quality of customer service and the competence and accessibility of the personnel.	5	Great service
3.	Rate how well the firm listened and understood the project specific needs of your organization.	5	
4.	Rate how well the firm met the major schedule milestones for the project.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.	5	
6.	Rate the overall quality of the work.	5	Their attention to detail was awesome

6. REFERENCES

7.	Rate the technical competence of the firm and its consultants.	5	High Competency level
8.	Rate the integrity and professionalism of the firm.	5	They do very well in Political environments
9.	If you have a similar contract to undertake in the future, would the firm be considered?	5	100%
☒ Yes ☐ No			

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent


Signature

6/3/20
Date

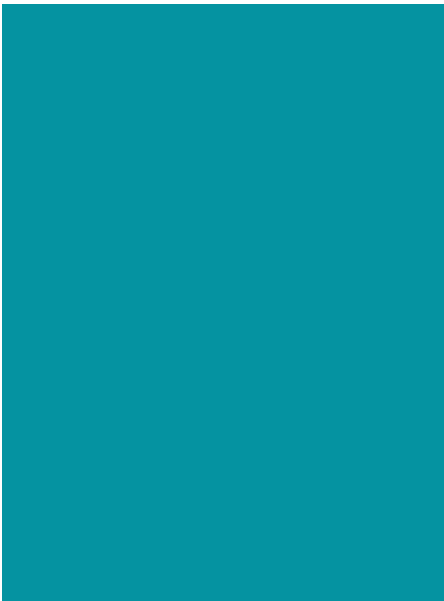


TAB 7

FEES FOR PROFESSIONAL SERVICES

7. FEES FOR PROFESSIONAL SERVICES

TASK	FEE
Task 1: Project Initiation Meeting	\$500.00
Task 2: Site Inventory and Analysis	\$4,900.00
Task 3: CRA Board Workshop	\$2,600.00
Task 4: Public Involvement	\$9,400.00
Task 5: Community Redevelopment Plan Update	\$14,100.00
Task 6: Economic Development Strategic Plan	\$20,000.00
Task 7: Review Process for the Community Redevelopment Plan Update and Economic Development Strategic Plan	\$5,000.00
Task 8: Project Coordination	\$2,500.00
Total Proposed Fee	\$59,000.00



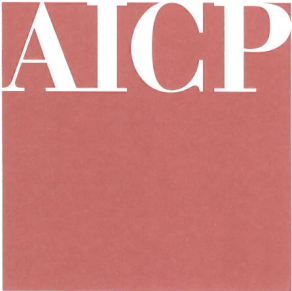


TAB 8

ATTACHMENTS

8. ATTACHMENTS

8.1 LICENSES/REGISTRATIONS

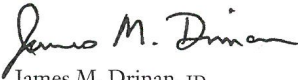


This certificate hereby qualifies

Heidi L. Siegel, AICP

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 023225



James M. Drinan, JD
Executive Director



Valerie J. Hubbard, FAICP
President



The American Planning Association's
Professional Institute



American Institute
of Certified Planners

Making Great Communities Happen

8. ATTACHMENTS

8.1 LICENSES/REGISTRATIONS



Ron DeSantis, Governor

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KCI TECHNOLOGIES, INC.

4041 CRESCENT PARK DRIVE
RIVERVIEW FL 33578

LICENSE NUMBER: CA4898

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com





Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA: KCI TECHNOLOGIES INC

Business Name: KCI TECHNOLOGIES INC

Owner Name: KCI TECHNOLOGIES INC

Business Location: 6500 N ANDREWS AVE
FT LAUDERDALE

Business Phone: 4103167800

Receipt #: 315-297150

Business Type: ENGINEER (ENGINEERING)

Business Opened: 02/21/2019

State/County/Cert/Reg: 4898

Exemption Code:

Rooms

Seats

Employees
78

Machines

Professionals

For Vending Business Only				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
45.00	0.00	0.00	0.00	0.00	0.00	45.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

Mailing Address:

KCI TECHNOLOGIES INC
6500 N ANDREWS AVE
FT LAUDERDALE, FL 33309

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Receipt #13B-18-00007398
Paid 07/23/2019 45.00

2019 - 2020

8.1 LICENSES/REGISTRATIONS

United States of America

United States Patent and Trademark Office

BusinessFlare

Reg. No. 4,393,691

Registered Aug. 27, 2013

Int. Cl.: 35

SERVICE MARK

PRINCIPAL REGISTER

NEIGHBORHOOD EQUITY STRATEGIES, LLC (FLORIDA LIMITED LIABILITY COMPANY)
8930 NE 8TH AVE #906
MIAMI SHORES, FL 33138

FOR: BUSINESS CONSULTING SERVICES, NAMELY, PROVIDING ASSISTANCE IN DEVELOPMENT OF BUSINESS STRATEGIES AND CREATIVE IDEATION; BUSINESS DEVELOPMENT CONSULTING SERVICES; BUSINESS DEVELOPMENT SERVICES; BUSINESS DEVELOPMENT SERVICES, NAMELY, PROVIDING START-UP SUPPORT FOR BUSINESSES OF OTHERS; BUSINESS STRATEGY DEVELOPMENT SERVICES; DEVELOPMENT OF CONCEPTS FOR BUSINESS ECONOMY; MANAGEMENT CONSULTING AND ADVISORY SERVICES IN THE AREAS OF CORPORATE GROWTH STRATEGY, INNOVATION AND GROWTH PROCESSES, ORGANIZATIONAL TRANSFORMATION, AND TALENT MANAGEMENT AND DEVELOPMENT STRATEGIES; NEW BUSINESS VENTURE DEVELOPMENT AND FORMATION CONSULTING SERVICES; PLANNING AND CONDUCTING OF TRADE FAIRS, EXHIBITIONS AND PRESENTATIONS FOR ECONOMIC OR ADVERTISING PURPOSES; PROGNOSIS ON ECONOMICAL AFFAIRS; PROMOTING ECONOMIC DEVELOPMENT IN THE UNITED STATES; PROVIDING INFORMATION AND ANALYSIS IN THE FIELDS OF ECONOMICS AND BUSINESS; PROVIDING INFORMATION AND NEWS IN THE FIELD OF BUSINESS, NAMELY, INFORMATION AND NEWS ON CURRENT EVENTS AND ON ECONOMIC, LEGISLATIVE, AND REGULATORY DEVELOPMENTS AS IT RELATES TO AND CAN IMPACT BUSINESSES; RESEARCH AND ANALYSIS IN THE FIELDS OF ECONOMICS AND ECONOMIC POLICY, IN CLASS 35 (U.S. CLS. 100, 101 AND 102).

FIRST USE 9-15-2012; IN COMMERCE 1-1-2013.

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

SN 85-657,534, FILED 6-21-2012.

IRA J. GOODSaid, EXAMINING ATTORNEY



Lisa Storch
Acting Director of the United States Patent and Trademark Office

8. ATTACHMENTS

8.1 LICENSES/REGISTRATIONS



8. ATTACHMENTS

8.2. STATE OF FLORIDA PROOF OF INCORPORATION

State of Florida Department of State

I certify from the records of this office that KCI TECHNOLOGIES, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 19, 1989.

The document number of this corporation is P23975.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on January 17, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of January, 2020*



Randy R. Lee
Secretary of State

Tracking Number: 1084935211CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT E - CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

- X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.
- The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

KCI Technologies, Inc.
Firm Name


Signature

Bruce Reed, PE/Regional Practice Leader
Name and Title (Print or Type)

June 3, 2020
Date

EXHIBIT F- NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

KCI Technologies, Inc.
Firm Name


Signature

Bruce Reed, PE/Regional Practice Leader
Name and Title (Print or Type)

June 3, 2020
Date

8. ATTACHMENTS

EXHIBIT G - DRUG-FREE WORKPLACE

KCI Technologies, Inc. _____ Is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

KCI Technologies, Inc. _____
Firm Name

 _____
Signature

Bruce Reed, PE/Regional Practice Leader _____
Name and Title (Print or Type)

June 3, 2020 _____
Date

8. ATTACHMENTS

EXHIBIT H- NON-COLLUSION AFFIDAVIT

STATE OF Florida COUNTY OF Broward

Before me, the undersigned authority, personally appeared Bruce Reed, PE who,
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Regional Practice Leader of KCI Technologies, Inc. the Proposer
that has submitted a Qualification to perform work for the following:
- RFP No. 2020R- 001 Title: Palm Springs CRA Community Redevelopment Plan
Modification & Economic Development Strategic Plan
- b. He/She is fully informed respecting the preparation and contents of the attached Request for
Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives,
employees, or parties in interest, including this affiant, has in any way colluded, conspired,
connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a
collusive or sham Proposal in connection with the Solicitation and contract for which the attached
Proposal has been submitted or to refrain from proposing in connection with such Solicitation and
contract, or has in any manner, directly or indirectly, sought by agreement or collusion or
communication or conference with any other Proposer, firm, or person to fix the price or prices
in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of
the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion,
conspiracy, connivance, or unlawful agreement any advantage against the Village or any person
interested in the proposed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any
collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its
agents, representatives, owners, employees, or parties in interest, including this affiant.

Bruce Reed
Signature

STATE OF Florida)
COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this
_____ this 3rd day of June, 2020, by Bruce Reed, PE.

Suzanne Eitler
(Signature of Notary Public-State of Florida)



Print, type, or stamp commissioned name of _____

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT I - TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name: Bayne Smith, PTOE, PE

Title: Corporate Secretary/Senior Vice President

Date: June 2, 2020

Signature: Bayne Smith

8. ATTACHMENTS

Form W-9
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
KCI Technologies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____

 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
936 Ridgebrook Road

6 City, state, and ZIP code
Sparks, MD 21152

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			
--	--	--	---	--	--	--

or

Employer identification number

5	2	-	1	6	0	4	3	8	6
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ►

Date ► 01/02/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Cat. No. 10231X

Form **W-9** (Rev. 10-2018)



TAB 9

ADDITIONAL RFP INFORMATION

9. ADDITIONAL RFP INFORMATION

We have included two recently completed plans after this tab.

The South Miami CRA Plan includes Redevelopment Action Items & Strategies that are specific to the CRA's programs and vacant and underutilized sites identified by our team.

The Delray Beach Osceola Park Neighborhood 2019 Redevelopment Plan Update identifies actionable items as Priorities and Strategies.

Our work for the Palm Springs CRA will be specific to Palm Springs with similar opportunities for innovation in the final product.



SOUTH MIAMI CRA PLAN

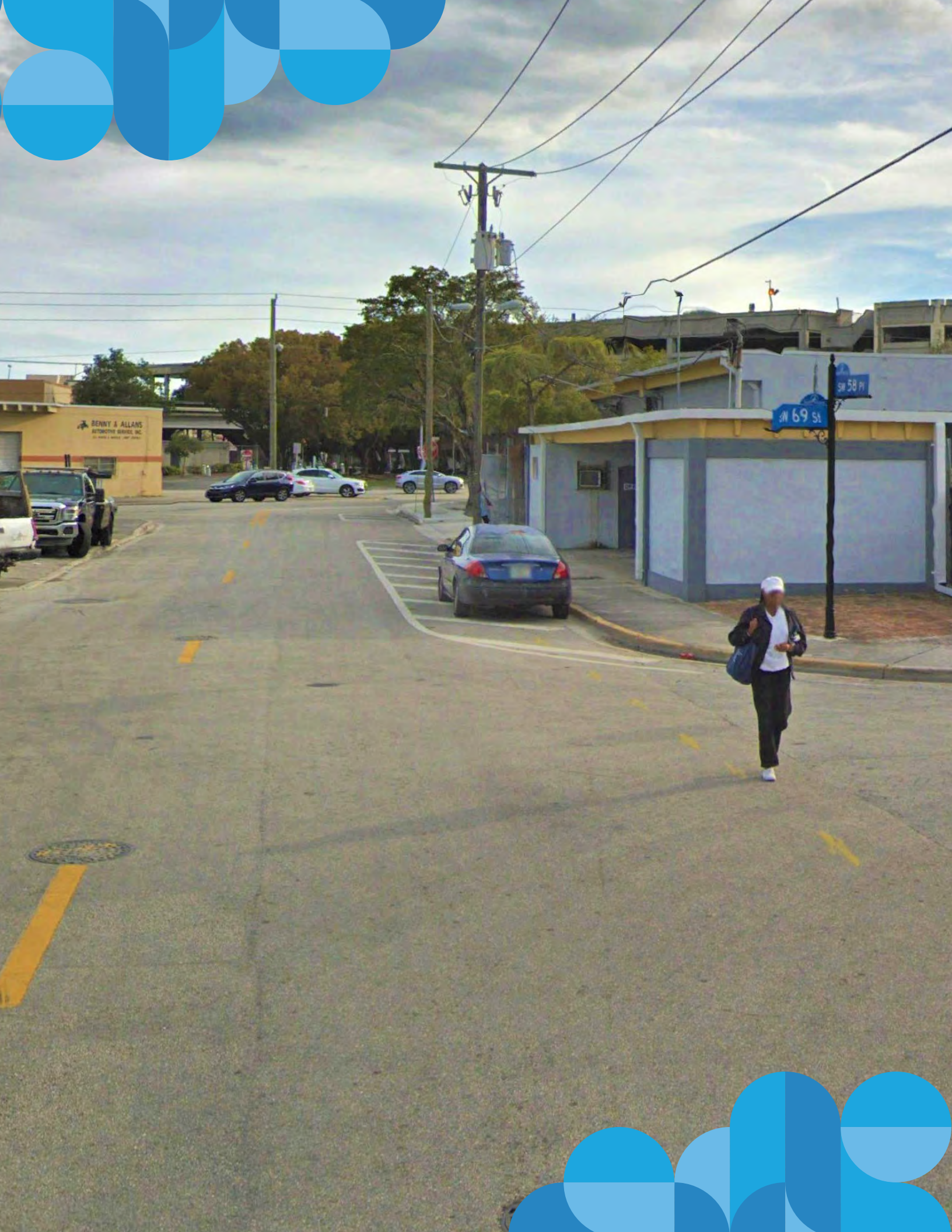


SOUTH MIAMI COMMUNITY REDEVELOPMENT AGENCY

COMMUNITY REDEVELOPMENT PLAN

AMENDED EFFECTIVE _____ 2020







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55	<u>APPENDICES</u>



South Miami Community Redevelopment Agency

CRA LOCATION & SURROUNDING CONTEXT



South Miami CRA Boundary



City of South Miami Boundary



Map created on September 18, 2019

COMMUNITY REDEVELOPMENT AREA BOUNDARY



CHAPTER 1

EXECUTIVE SUMMARY



INTRODUCTION

On November 15, 2018, the South Miami Community Redevelopment Agency (South Miami CRA) retained KCI Technologies, Inc. to prepare a draft community redevelopment plan that outlines and identifies development and redevelopment needs of the Community Redevelopment Area (CRA), as well as specific projects to address those needs. The Plan that follows gives a brief overview of the South Miami CRA, its current redevelopment projects, and develops action items to foster development along with implementable strategies that allow the South Miami CRA to move its redevelopment program forward. This plan follows statutory requirements and is consistent with the Comprehensive Plan for the City of South Miami.

PURPOSE OF THE SOUTH MIAMI CRA

The South Miami CRA is a dependent special district, created in response to a need for comprehensive redevelopment within the City's community redevelopment areas. The purpose of the South Miami CRA is **"To foster economic development, increase tax base growth, and provide quality affordable housing, by capitalizing on our prime location and exceptional population."**

In December 1997, through Ordinance No. 12-97-1633, and following requisite approvals by the Board of County Commissioners, the City Commission of the City of South Miami established the South Miami CRA and Community Redevelopment Area. The CRA uses funds collected from the incremental increase in property tax collections within the Redevelopment Area for improvement projects within the CRA aimed at attracting private investment. The South Miami CRA was extended by the Board of County Commissioners on May 3, 2005. The South Miami CRA is scheduled to sunset in 2020. Since its inception, the South Miami CRA has completed various improvements including water and sewer connections, sidewalk installation and improvements, streetscapes, beautification projects, approximately 100 home rehabilitations, new housing projects, scholarships, and various other projects that have made the area an attractive place to live. In 2020, the South Miami CRA is expected to complete **Madison Square**, a mixed-use development that will return commercial activity to Church Street. This project is named after the City of Madison, Florida, the birthplace of the area's founding father, Marshall Williamson.

PROGRAMS, ACTION ITEMS, AND PLANS

Currently, the South Miami CRA uses a number of initiatives that help to achieve the goals in the areas of increased high-quality affordable housing, commercial building façade improvements, blight eradication, and economic development. The current South Miami CRA programs include the Affordable Housing Homeowner's Assistance Program, Commercial Façade Rehabilitation Program, Land Acquisition and Disposition Program, Parks Improvement Program, Residential Rehabilitation Program, Small Business Assistance Program, and Start-up Business and Community Service Program. In addition to these existing programs, action items are laid out to guide future programs and strategies that will successfully revitalize the CRA. In addition to the foundation of existing programs and forward-thinking action items, there are necessary studies and plans that will ensure all programs and action items are used cogently and applied judiciously to maximize their impact. These studies include an Affordable Housing Analysis, Economic Development Plan, and a Street Ranking Study.



First City Hall - The Second Store From the Right (1927)



CONSISTENCY WITH THE CITY OF SOUTH MIAMI COMPREHENSIVE PLAN

Florida Statutes require that the Community Redevelopment Plan be consistent with the City's Comprehensive Plan. In order to remain current, the Community Redevelopment Plan may have to be amended when programs are changed, or as new programs and projects are proposed. Based on the review and approval of this plan by the City of South Miami Planning Department, the Community Redevelopment Plan will meet the criteria for consistency with the Comprehensive Plan. In addition, this Plan was reviewed by the City of South Miami Planning and Zoning Board to determine if the Plan was consistent with the City of South Miami Comprehensive Plan. The Planning and Zoning Board met on September 10, 2019 and concurred that the Community Redevelopment Plan was in conformity with the City of South Miami's Comprehensive Plan.

As the Community Redevelopment Plan seeks to aid the City in realizing the Comprehensive Plan, the South Miami CRA is able to seek and support adjustments to the Comprehensive Plan. Additionally, the Plan should be flexible enough to aid in the Comprehensive Plan if it changes in the future.

CURRENT SOUTH MIAMI CRA PROGRAMS

The South Miami CRA has established several programs and initiatives. These programs, described on the next page, provide the following improvements within the CRA:

- » High Quality Affordable Housing
- » Improve Commercial Building Façades
- » Eradicate Blight
- » Economic Development Opportunities



Affordable Housing Homeowner's Assistance Program

The *Affordable Housing Homeowner's Assistance Program* is intended to provide much needed "gap" funding assistance to potential homeowners to facilitate purchase new South Miami CRA-initiated housing. In conjunction with other Countywide "gap" financing programs, home purchases are tailored to be affordable to "low" to "moderate" income residents based on Housing and Urban Development (HUD) affordability guidelines.

Commercial Façade Rehabilitation Program

The *Commercial Façade Rehabilitation Program* is intended to improve commercial building conditions in the CRA, with the anticipated result of further strengthening and growing economic development.

Land Acquisition and Disposition Program

The *Land Acquisition and Disposition Program* is intended to eliminate blighted conditions in the CRA. As part of the program, blighted properties are purchased by the Agency, unsafe structures are subsequently demolished, and title issues are cleansed. Purchased properties are then conveyed to reputable commercial and affordable housing developers to complete development in the CRA.

Parks Improvement Program

Through the *Parks Improvement Program*, numerous capital improvement projects have been completed at each park within the CRA.

Residential Rehabilitation Program

The *Residential Rehabilitation Program* is intended to assist in improving the physical conditions of the existing CRA residential housing stock. It has been designed to address single-family, multi-family, and housing complex needs.

Small Business Assistance Program

The *Small Business Assistance Program* is intended to assist in increasing the economic development potential in the CRA. The program is designed to provide assistance for business start-up costs associated with new business development.

Start-up Business and Community Service Program

The *Start-up Business and Community Service Program* includes a comprehensive building rehabilitation process of a formerly "blighted" unsafe structure. Since the completion of the Mobley building, the South Miami CRA was able to provide new office space to eligible start-up businesses and not-for-profit community service providers at governmental established rental rates. The Program assists in providing economic development opportunities, as well as providing vital community services and related amenities. At the time of the writing of this plan, this building is the subject of a pending disposition process which is anticipated to be completed in 2020 for purposes allowed under Chapter 163, Part III and the current South Miami Community Redevelopment Plan.



GOALS, OBJECTIVES, AND REDEVELOPMENT ACTION ITEMS

The goals, objectives, and redevelopment action items of the Community Redevelopment Plan will serve as a guide for the successful revitalization of the CRA. Additionally, they will increase opportunities for effective placemaking that will attract new visitors, businesses, and residents.

Goal 1

Support affordable housing and economic development initiatives with a focus on innovative urban design and strategic investments.

Objectives

- » Provide incentives for businesses which hire residents living within the CRA to develop a high quality, local workforce and economy , unless prohibited by federal or state law.
- » Encourage innovative development that utilizes the land available at its highest and best use.
- » Enhance the public realm with active building frontage, consistent shade trees, and the built environment for increased comfort for pedestrians.
- » Support affordable and workforce housing development.

Goal 2

Connect the residential and commercial zones of the CRA through safe, high quality, and multi-modal transportation networks, prioritizing the U.S.1 corridor.

Objectives

- » Eliminate adverse and unsafe conditions along the sidewalks and roadways to prevent further injuries and fatalities.
- » Establish an accessible and connected pedestrian and bicyclist network to promote more user connectivity and ultimately fewer automobile trips throughout the CRA.
- » Ensure that residents and visitors, regardless of physical circumstances, have a safe way to travel throughout the CRA.
- » Improve the connectivity and accessibility among CRA streets and sidewalks to provide for safe transportation options.

Goal 3

Revitalize the tax base within the CRA to produce innovative and imaginative placemaking initiatives that strengthen the CRA, businesses, downtown, and residents.

Objectives

- » Assist, educate, and incentivize local business development.
- » Infuse public art with wayfinding signage to develop a unique sense of place throughout the CRA.
- » Create and implement urban design guidelines that engage with the public realm for more active and vibrant spaces throughout the CRA.
- » Provide the residents and business owners within the CRA with common spaces that will allow for interaction among the diverse South Miami population to grow the community and further establish a sense of place.
- » Encourage market sustainable development opportunities.



CHAPTER 2

**REDEVELOPMENT
ACTION ITEMS & STRATEGIES**



REDEVELOPMENT ACTION ITEMS

The following recommendations support the goals and objectives of the Community Redevelopment Plan as discussed on [page 10](#). They are intended to serve as a catalyst for redevelopment within the CRA, and have not been arranged by priority.

- » Action Item A: Support Affordable and Workforce Housing Development (Goal 1)
- » Action Item B: Implement Mixed-Use Development (Goal 1)
- » Action Item C: Facilitate Public-Private Partnerships (Goal 1)
- » Action Item D: Repurpose Underutilized Sites (Goal 1)
- » Action Item E: Implement Streetscape Improvements (Goal 2)
- » Action Item F: Upgrade Parking Facilities (Goal 2)
- » Action Item G: Implement Safe, Inclusive, and Complete Streets (Goal 2)
- » Action Item H: Improve Safety Crossing U.S. 1 (Goal 2)
- » Action Item I: Enhance Wayfinding Signage (Goal 3)
- » Action Item J: Develop Downtown SoMi (Goal 3)
- » Action Item K: Promote Public Art Installations (Goal 3)
- » Action Item L: Reimagine Jean Willis Park (Goal 3)
- » Action Item M: Improve SoMi Municipal Complex (Goal 3)
- » Action Item N: Establish SoMi Nights (Goal 3)
- » Action Item O: Develop a Community Gathering Place (Goal 3)
- » Action Item P: Support Community Policing and Engagement (Goal 3)
- » Action Item Q: Coordinate Community Events (Goal 3)



REDEVELOPMENT PROJECTS UNDERWAY

The following redevelopment projects were initially included in the *City of South Miami Community Redevelopment Area Phase II Plan* (2005) but were put hold due to the effects of the economic downturn of the mid-2000s. With the local markets now rebounded, these projects are well on their way to becoming fully realized.

- » *South Miami Gardens*
- » *SoMi Station*
- » *Madison Square*
- » *Shops at Sunset Place*

SOUTH MIAMI GARDENS

PROJECT DESCRIPTION

South Miami Gardens is a planned public housing project to be located on 7+ acres of Miami-Dade County-owned land. With a selection of amenities, architectural style, incorporation of *New Urbanism* design concepts and principles, and market rate units, *South Miami Gardens* could serve as a catalyst project for the area and help reimagine what public housing could be. The South Miami CRA is a partner in this county project.

REDEVELOPMENT PLAN PRIORITIES

This project could implement the following Redevelopment Action Items:

- » Action Item A: Support Affordable and Workforce Housing Development (Goal 1)
- » Action Item B: Implement Mixed-Use Development (Goal 1)
- » Action Item C: Facilitate Public-Private Partnerships (Goal 1)
- » Action Item E: Implement Streetscape Improvements (Goal 2)
- » Action Item F: Upgrade Parking Facilities (Goal 2)
- » Action Item G: Implement Safe, Inclusive, and Complete Streets (Goal 2)
- » Action Item I: Enhance Wayfinding Signage (Goal 3)
- » Action Item K: Promote Public Art Installations (Goal 3)



Red Road Commons and The Village of Merrick Park are examples of mixed-use developments which show the high quality design that *South Miami Gardens* aims to achieve.

SOMI STATION

PROJECT DESCRIPTION

SoMi Station is a proposed mixed-use Transit Oriented Development project to be built above and adjacent to the parking garage at the South Miami Metro Station. This development on the 7.7-acre site will include 183,516 square feet of Class A office space, including space for business incubators and small startups, 37,540 square feet of retail, and 99 apartments. The existing garage will be converted to include amenities, with student housing being built above the garage. Opportunities exist for the South Miami CRA to play a role with this project.

REDEVELOPMENT PLAN PRIORITIES

This project will implement the following Redevelopment Plan Priorities:

- » Action Item A: Support Affordable and Workforce Housing Development (Goal 1)
- » Action Item B: Implement Mixed-Use Development (Goal 1)
- » Action Item D: Repurpose Underutilized Sites (Goal 1)
- » Action Item E: Implement Streetscape Improvements (Goal 2)
- » Action Item G: Implement Safe, Inclusive, and Complete Streets (Goal 2)
- » Action Item H: Improve Safety Crossing U.S. 1 (Goal 2)
- » Action Item I: Enhance Wayfinding Signage (Goal 3)
- » Action Item K: Promote Public Art Installations (Goal 3)



A conceptual illustration of SoMi Station, provided by The TREO Group

MADISON SQUARE

PROJECT DESCRIPTION

Madison Square is a South Miami CRA mixed-use redevelopment project intended to create an anchor for the north end of the Church Street and to help simulate revitalization efforts in the area. This will construct Very Low-Income and Low-Income residential units and affordable and proprietary ground floor commercial space.

The *Madison Square* redevelopment project has overcome several obstacles, including inconsistencies between the Zoning and Future Land Use designations, as well as getting all of the properties under City ownership, before it was approved by the City Commission. Once approval was obtained by the City Commission, the land was transferred to the developer, who then successfully received construction permits. Upon obtaining final approval from the City, the developer has begun construction on the project.

REDEVELOPMENT PLAN PRIORITIES

This project will implement the following Redevelopment Plan Priorities:

- » Action Item A: Support Affordable and Workforce Housing Development (Goal 1)
- » Action Item B: Implement Mixed-Use Development (Goal 1)
- » Action Item D: Repurpose Underutilized Sites (Goal 1)
- » Action Item E: Implement Streetscape Improvements (Goal 2)
- » Action Item G: Implement Safe, Inclusive, and Complete Streets (Goal 2)
- » Action Item K: Promote Public Art Installations (Goal 3)



A conceptual rendering of the West Elevation Building NO. 2, prepared by *Fanjul & Associates, LLC*.

THE SHOPS AT SUNSET PLACE

PROJECT DESCRIPTION

The redevelopment of the *Shops at Sunset Place* includes reconstruction of almost 80,000 square feet of unused retail space into 17 story apartment and hotel towers, and will an open air shopping center that is attractive and inviting. The redevelopment of this iconic location can be a landmark destination for shoppers, a unique gathering space, and an invitation to experience the revitalization of the downtown.

REDEVELOPMENT PLAN PRIORITIES

This project will implement the following Redevelopment Plan Priorities:

- » Action Item A: Support Affordable and Workforce Housing Development (Goal 1)
- » Action Item B: Implement Mixed-Use Development (Goal 1)
- » Action Item D: Repurpose Underutilized Sites (Goal 1)
- » Action Item F: Upgrade Parking Facilities (Goal 2)
- » Action Item G: Implement Safe, Inclusive, and Complete Streets (Goal 2)
- » Action Item K: Promote Public Art Installations (Goal 3)



The Shops of Sunset Place prior to being redeveloped.

ACTION ITEM A:

SUPPORT AFFORDABLE AND WORKFORCE HOUSING DEVELOPMENT

VISION STATEMENT

To facilitate the development of units that are affordable to different income levels, in beautiful buildings which are near jobs, educational facilities, and healthcare. And, within close proximity to public transit and public amenities.

BENEFITS / ANTICIPATED OUTCOMES

Affordable housing will go beyond the CRA's already planned public housing developments. In the future, affordable units should be mixed with market-rate units. Inclusionary housing policies that incentivize developers will potentially lead to successful private development within the CRA. Residents of the CRA will see the elevated quality of living, at affordable prices, that go beyond the CRA's current affordable housing stock.

Opportunities exist to provide a mixture of quality, affordable housing units that are attainable to different income levels, through infill and redevelopment, particularly within the Hometown District and along the U.S. 1 corridor, surrounding the Metrorail Station and the Transit Oriented Development District (TODD).

BEST PRACTICES



Miami, FL - *Hampton Village* leases 100 housing units to Miami's residents living under 60% of the area's medium income



Miami FL - Located in Little Havana, *Amistad* serves the community with 89 affordable units in a beautiful 7-story building.



Fort Lauderdale, FL - *Pinnacle at Tarpon River* mixes affordable apartments with market-rate townhomes

ACTION ITEM B:

IMPLEMENT MIXED-USE DEVELOPMENT

VISION STATEMENT

To implement mixed-use development to activate corridors throughout the CRA and encourage use from residents, office workers, and visitors.

BENEFITS / ANTICIPATED OUTCOMES

Mixed-use development is already activating South Miami's streets with new units for existing residents and newcomers alike. These buildings are also very popular in neighboring Coral Gables and all-over South Florida. Mixed-use development has the benefit of adding more amenities and conveniences into one site. Having multiple uses in one building, in a neighborhood of mixed-use, will encourage walking, biking, and transit use instead of driving. Comparable anticipated outcomes can be seen just north of South Miami near the Douglas Road MetroRail Station.

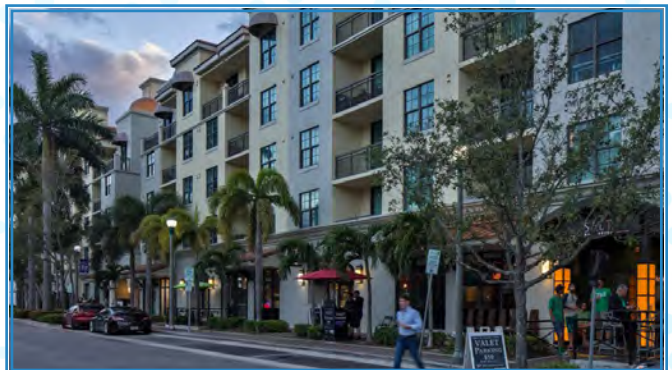
BEST PRACTICES



Dania Beach, FL - *The Place at Dania Beach* is a mixed-use project consisting of 144 luxury affordable housing units, ground-floor retail, rooftop recreation space, and an attached parking structure.



Fort Lauderdale, FL - *The Manor Flagler Village* has a mix of bustling retail, bars, and restaurants with remarkable apartments in a separate building and on-street parking.



Delray Beach, FL - *Worthing Place* gives residents of this mid-sized city urban living above restaurants and bars.

ACTION ITEM C:

FACILITATE PUBLIC-PRIVATE PARTNERSHIPS

VISION STATEMENT

To explore opportunities to work with developers and businesses to successfully create infrastructure and recreational opportunities that will ultimately be beneficial to the stakeholders within the CRA.

BENEFITS / ANTICIPATED OUTCOMES

Opportunities exist for the South Miami CRA and the City of South Miami to enter into a Public-Private Partnership (P3) with a private developer. Through a P3, the parties involved could collaborate and develop open and green spaces that would be accessible to the general public.

By entering into a P3, opportunities exist for this project to increase the following:

- » Property Values;
- » Pedestrian Connectivity;
- » Address under-utilized properties;
- » Public Art and Green Spaces;
- » Retail and Commercial Revenues; and
- » Social Interactions and Community Building

BEST PRACTICES



Miami Beach, FL - Built on land leased from the City, the Loews Miami Beach Hotel includes a publicly-accessible parking garage and a much-needed convention center.



North Miami, FL - On land leased from the City, the Sole Mia development includes publicly-accessible lagoons, retail and dining options, and is committed to providing 25% of the jobs to residents living in the City.



Lake Worth, FL - A conceptual design which proposes incorporating a publicly-accessible recreational space on a private development

ACTION ITEM D: REPURPOSE UNDERUTILIZED SITES

VISION STATEMENT

To repurpose underutilized sites within the CRA through adaptive re-use and redevelopment into mixed-use properties to support the needs of the residents within the CRA, contribute to the community's sense of place, and increase the CRA's tax base.

BENEFITS / ANTICIPATED OUTCOMES

Repurposing underutilized sites within the CRA would open up new opportunities for growth, connectivity, and economic development. Through adaptive reuse, a developer could save money on building materials and new construction. Additionally, revitalizing and reusing an older building would help to retain the unique character and charm of the structure within the community.

An opportunity exists to transform the Post Office building, located just north of the Miami Metrorail Station, into a mixed-use development. Because of its close proximity to the station, this site could maximize its potential, and contribute to the South Miami CRA's and City's goals for transit oriented development.

BEST PRACTICES



Chicago, IL - The site of the City's old post office has since been redeveloped into a vibrant public green space and provides connectivity to the waterfront.



Quincy, MA - Through adaptive reuse, this once-abandoned school has since been repurposed to provide affordable housing for the community.



Albany, NY - This old post office was saved from demolition and repurposed as a hotel.

ACTION ITEM E: IMPLEMENT STREETScape IMPROVEMENTS

VISION STATEMENT

To create a sense of place through innovative streetscape designs that enhance the user experience.

BENEFITS / ANTICIPATED OUTCOMES

The Community Redevelopment Area could achieve the above vision by first establishing a street hierarchy, based on the following: each street's Level of Service (LOS); existing number of travel lanes and roadway width, connection to major points of interest, transportation routes, and bike paths; and the surrounding context and uses. Once the streets have been categorized, a theme and branding should be established, which would serve as a guiding principle when selecting appropriate streetscape and landscape elements. Moreover, minimizing adverse conflicts and safety hazards along the sidewalks, including obstructions by utility boxes and power lines, overgrown landscaping, and cracked concrete, as identified along sidewalks throughout South Miami, would better support the vision statement.

The aforementioned strategies would enhance the existing public realm and help create a sense of place within South Miami, ultimately attracting more businesses and users, and aid with combatting blight.

Opportunities exist to unify and enhance the streetscapes throughout the CRA. However, primary focus should be given to enhancing the streetscapes throughout the Hometown District as well as those along South Red Road, Sunset Drive, SW 62nd Avenue, SW 64th Street, and SW 59th Place. In particular, an emphasis on adding shade trees and public amenities should be given.

BEST PRACTICES



South Miami, FL - The transformation of Dorn Ave serves as a great example of what can be achieved for the TODD and Hometown Districts.



Fort Lauderdale, FL - A wide and shaded sidewalk with outdoor seating buffered from Las Olas Boulevard.



Ocala, FL - Streetscape improvements include park benches, context-appropriate site lighting, landscaping, ADA-compliant pavers, wide sidewalks, and trash bins.

ACTION ITEM F:

UPGRADE PARKING FACILITIES

VISION STATEMENT

To upgrade parking facilities to be flexibly designed facilities which can accommodate various uses and modes of travel, incorporate smart and sustainable technologies, are safe and easy-to-navigate, and are eye-catching.

BENEFITS / ANTICIPATED OUTCOMES

Reimagining and redeveloping many of the CRA's existing parking lots and facilities into active, flexible, and innovative spaces would greatly benefit the local community and add value. Encouraging parking facilities which are multi-level, mixed-use developments with flexible spaces would not only help to consolidate land and improve connectivity, but they would also help reduce South Miami's total percentage of asphalt surfacing – a major contributor of the heat island effect. Moreover, incorporating dynamic wayfinding signage with real-time updates of the parking availability within a parking facility assists with directing users to available parking spaces.

Several surface parking lots within the CRA, which are currently fenced off, under-utilized, and have poor layouts, could better serve the community. For example, if parking lots, such as the downtown bank lot, were to be opened up and reimagined as spaces with flexible uses, such as a farmer's market on the weekends, then they could maximize the use of the space. This could potentially increase each lot's revenue, attract new businesses and visitors, and keep the street level active.

Additionally, opportunities exist along the commercial corridors to temporarily or permanently transform on-street parking spaces into parklets. These miniature parks and recreational spaces, usually installed on one or several on-street parking spaces, are a great and easy way to provide a public space for passersby.

Ideally, parking structures should be located within the Transit Oriented Development District (TODD) and Hometown District.

BEST PRACTICES



Miami Beach, FL - 1111 Lincoln Road Garage incorporates retail, office, parking, event spaces, and even public artwork



Fort Lauderdale, FL - Each autumn, as part of National Park(ing) Day, several parking spaces downtown were temporarily transformed into mini public parks and recreational spaces



St. Petersburg, FL - A parking lot is transformed into a farmer's market on the weekends

ACTION ITEM G:

IMPLEMENT SAFE, INCLUSIVE, AND COMPLETE STREETS

VISION STATEMENT

To implement improvements that support the various modes of transit, and provide connectivity between neighborhoods, businesses, and points of interest by incorporating *Crime Prevention through Environmental Design* (CPTED), *Complete Streets*, *New Urbanism*, and *Vision Zero* design strategies and principles.

BENEFITS / ANTICIPATED OUTCOMES

Implementing *Crime Prevention through Environmental Design* (CPTED), *Complete Streets*, *New Urbanism*, and *Vision Zero* design strategies and principles within the CRA would improve safety for all users. These design strategies encourage more walking and bicycling.

These design strategies also improve connectivity between businesses, neighborhoods, transit routes, and points of interest. Moreover, they would support the CRA's economic strength by creating convenient access to its businesses.

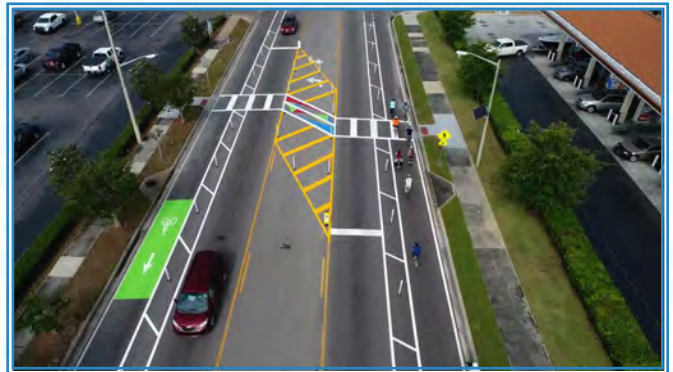
Serving as the major thoroughfares and access routes within downtown, Sunset Drive, South Dixie Highway/ U.S. Highway 1, SW 62nd Avenue, SW 64th Street, and SW 68th Street have great potential to be redesigned to support the needs of the community.

The existing bike lanes along portions of SW 62nd Avenue, as well as a portion of Red Road, could be extended and further designed to include a buffered zone and enhanced surface paint.

BEST PRACTICES



Fort Lauderdale, FL - Implemented Complete Streets design strategies, including a mid-block crossing, bike lanes, narrow travel lanes along NE 13th St



Orlando, FL - Implemented Complete Streets design strategies, including a mid-block crossing and buffered bike lanes along Curry Ford Road



Manhattan, NY - A conceptual rendering of the proposed streetscape improvements, including widening the sidewalks, including a buffered bike lane with enhanced surface paint, shade trees, and pedestrian-scaled lighting.

ACTION ITEM H:

IMPROVE SAFETY CROSSING U.S. 1

VISION STATEMENT

To improve the safety of crossing U.S. 1 with multi-modal improvements to facilitate the safe movement of pedestrians.

BENEFITS / ANTICIPATED OUTCOMES

Improving the safety and convenience of low-speed trips across U.S. 1 would reduce the physical division between the two sides presented by the U.S. 1 corridor.

Installing a pedestrian bridge over the U.S. 1 corridor could be a safer, more appealing and inviting alternative for pedestrians needing to get from one side of the corridor to the other without competing with automobiles. Opportunities exist to create an iconic pedestrian bridge which can also serve as a point of interest, a landmark within the CRA and City of South Miami, an extension of the South Miami portion of the upcoming Miami Underline Linear Park, and even a piece of public art.

Incorporating *Crime Prevention through Environmental Design* (CPTED), *Complete Streets*, *New Urbanism*, and *Vision Zero* design strategies and principles would improve safety for all users. Also, addressing the intersections and access for vehicles can capture more shopping trips in the area by those who are otherwise just passing through.

BEST PRACTICES



Miami, FL - Located a couple of miles northeast of the South Miami CRA, this pedestrian bridge allows pedestrians to safely cross U.S. 1.



Apopka, FL - This pedestrian bridge allows pedestrians to safely cross over the busy West Orange Blossom Trail and serves as a gateway into the City's downtown.



South Florida - Many cities throughout the tri-County have joined the *Vision Zero movement*, whose mission is to create safe road systems for all users.

ACTION ITEM I:

ENHANCE WAYFINDING SIGNAGE

VISION STATEMENT

To enhance the user experience and connections throughout South Miami's community with well-crafted, predictable, accessible, and legible wayfinding signage.

BENEFITS / ANTICIPATED OUTCOMES

Wayfinding signage plays a crucial role in effective community placemaking and user experience. It not only provides the ability to orient and navigate oneself within the community or district, but it also highlights interesting and culturally significant destinations to explore and even aids in creating a sense of place.

To support the intended identity and branding throughout downtown South Miami, and helping to define a sense of place, the wayfinding signage should have a unified color and material palette, be scaled appropriately based on surrounding context, be placed in easily identifiable locations, and be designed to be flexible enough to support anticipated changes within downtown South Miami, such as the upcoming Miami Underline Linear Park project.

Opportunities exist along the primary roads bisecting downtown South Miami, such as Sunset Drive, South Dixie Highway/U.S. 1, SW 62nd Avenue, SW 64th Street, and SW 68th Street to develop a wayfinding system which supports the vision statement.

BEST PRACTICES



Lauderdale-By-The-Sea, FL - This coastal town's wayfinding signage showcases the community's identity and branding.



Burlington, VT - With easy-to-read font, a simplified map, and branded with the City's colors, this wayfinding sign was designed to be easily identified and read by traveling bicyclist.



Various wayfinding sign styles with consistent branding and a unified color palette, and which are uniquely designed for various modes of transit

ACTION ITEM J: DEVELOP DOWNTOWN SOMI

VISION STATEMENT

To continue to develop an active, vibrant, and successful mixed-use destination for residents and visitors which is characteristic of traditional downtowns.

BENEFITS / ANTICIPATED OUTCOMES

A well-established, active, vibrant, and safe downtown creates a destination and anchor point within a community. South Miami's *Hometown District Overlay*, the City's downtown core, has a great opportunity to further grow, develop, and attract new residents and visitors. Through the continued regulation and implementation of the special Land Development Regulations for the District Overlay, many of which are characteristics of traditional downtowns, the *Hometown District Overlay* is sure to see many benefits.

Opportunities exist within downtown South Miami to redevelop business sites and/or transform under-utilized sites, such as the asphalt parking lots located at the northeast and northwest corners of SW 58th Avenue and SW 74th Street, into active spaces. Additionally, prioritizing the pedestrian over the automobile, establishing a cohesive branding and aesthetic (streetscape and architectural), hosting community events year-round, emphasizing density and mixed-use development at the pedestrian scale, and providing a variety of housing options will help support the *Hometown District Overlay's* vision for many years to come.

BEST PRACTICES



Oakland Park, FL - The City's downtown green space plays host to a variety of activities and events year-round, attracting thousands of residents and visitors.



Tampa, FL - Providing mixed-use/mixed-income housing types brings stability and longevity to the community.



Washington, DC - Branding and streetscape elements specific to the overlay district help it to stand out, as well as provides a visual queue to visitors that they are within the district.

ACTION ITEM K:

PROMOTE PUBLIC ART INSTALLATIONS

VISION STATEMENT

To promote public art installations and programs that are engaging, tangible, and accessible to all which celebrate South Miami's spirit and identity.

BENEFITS / ANTICIPATED OUTCOMES

Public art can provide a community with many benefits, including establishing a new identity and culture within a community or building upon an existing one. Improving a community's image most often leads to its economic growth. Moreover, public art can be used as a great tool for understanding and validating other members and cultures within the community.

Building upon the current momentum and affinity for installing works of art accessible to the public, downtown South Miami could position itself to become a new haven for artists seeking to experiment with a new medium and to be innovative.

In preparation of the upcoming Miami Underline Linear Park's South Miami phase, artists could create pieces which reflect the community. Moreover, public art could be a great way of softening the physical and perceived divide between the two halves of South Dixie Highway/U.S. 1.

BEST PRACTICES



South Miami, FL - Manatee sculptures uniquely designed and placed throughout the City



Washington, D.C. - This series of sculptures was created from recycled tires, to increase awareness in the number of car-related accidents occurring throughout the District.,



Edmonton, AB - "Vaulted Willow" Public Art Installation encourages patrons to feel and interact with the sculpture

ACTION ITEM L:

REIMAGINE EXISTING PARKS WITHIN THE CRA

VISION STATEMENT

To reimagine existing parks within the CRA with active and passive amenities to provide a popular, active, flexible, safe, comfortable, and inclusive community green space designed for all users and enjoyed year-round.

BENEFITS / ANTICIPATED OUTCOMES

Opportunities exist to transform the existing exiting parks within the CRA into more inviting and active community gathering places. Incorporating public art, pedestrian-scaled lighting; native species of shade trees; wide pathways with multiple points of ingress and egress; open and green spaces; community festivals and events offered year-round; and, which are designed to serve the abilities of all community members, are all strategies in which to bring the vision alive.

Specifically, through a Public-Private Partnership between the South Miami CRA and the City of South Miami, Jean Willis Park could be reimaged to better integrate the site with the neighboring South Miami City Hall.

BEST PRACTICES



Miami Beach, FL - *Soundscape Park* includes wide sidewalks, year-round activities, public art,



Hollywood, FL - This green space offers amenities and year-round activities for both active and passive users.



Fort Lauderdale, FL - Located in between the Science Museum and the Riverwalk, this once deserted space has been transformed into a lively park

ACTION ITEM M:

IMPROVE SOMI MUNICIPAL COMPLEX

VISION STATEMENT

To consolidate various city services into a *SoMi Municipal Complex* to create an inviting and engaging center for residents and employees.

BENEFITS / ANTICIPATED OUTCOMES

Opportunities exist to consolidate several of the South Miami CRA and City's departments and services onto a single building and/or site. Consolidating the various departments onto a single site would provide many benefits, including allowing for better coordination between City and South Miami CRA staff, as well as provide the public with easier and more convenient access to the various services. Additionally, this increases strategic partnerships between municipal staff and local businesses, frees up under-utilized and/or city-owned parcels to be redeveloped, and helps to support the image of the City.

Including ground floor retail, green spaces, and a community gathering center with flexible programming allows for better integration with the community. Moreover, a well-designed community gathering space contributes to community placemaking and a greater sense of civic pride.

It should be noted that there may be some restrictions on the use of CRA funds for this type of project.

BEST PRACTICES



North Miami Beach, FL - This City's municipal complex includes spaces for various City Departments, parking structures, and public recreation spaces.



Coral Springs, FL - This City's newly completed municipal complex includes spaces for various City Departments, parking structures, and open spaces. The project also served as a catalyst for redevelopment.



West Palm Beach, FL - This City's municipal complex includes spaces for various City Departments, parking structures, public recreation spaces, ground floor retail, and a public library.

ACTION ITEM N: ESTABLISH SOMI NIGHTS

VISION STATEMENT

To establish a night life scene and revitalize the industrial area within the CRA which encourages residents and businesses to explore and adopt new perspectives, and facilitate economic development.

BENEFITS / ANTICIPATED OUTCOMES

South Miami's industrial area is akin to most industrial areas, people work and go home in the evening, leaving empty buildings and unactivated streets at night. However, opportunities exist to transform the industrial cluster along Commerce Lane and Progress Road into a destination for the night owl. Through CRA sponsored programs, the community can create a new perspective in the area on what is now only a functional industrial area.

Residents will see the benefits of additional night activities to attend and businesses will attract more clients in a controlled, safe environment. Visitors can enjoy a safe event on clean streets, with the added aesthetic of being in a thriving, genuine industrial neighborhood. Parking for these events could be coordinated with Miami-Dade Transit's South Miami Station parking garage.

BEST PRACTICES



Hollywood, FL - Each Monday night, the Hollywood CRA organizes a community event, which includes food trucks, live music.



Fort Lauderdale, FL - Occurring on the last Saturday night of each month, the popular ArtWalk event brings together residents, local artists, artisans, and food vendors together, in an industrial part of the City.



Delray Beach, FL - The First Friday Art Walk event shuts down several streets to bring together residents, local artists, artisans, and food vendors.

ACTION ITEM 0:

DEVELOP A COMMUNITY GATHERING PLACE

VISION STATEMENT

To establish and develop a community gathering place with a focus on welcoming visitors through community engagement, inclusiveness, sustainability, and empowerment.

BENEFITS / ANTICIPATED OUTCOMES

A community gathering place is a valuable asset that can have a tremendous impact on the community in which it serves, and can provide the following benefits:

- » A safe space or haven for youth
- » Opportunities for education
- » Increase property values
- » Reduce stress within a community
- » Reduce crime rates with youth
- » A bridge for cultural diversity and inclusiveness
- » Classes for public safety

Opportunities exist within downtown South Miami to redevelop properties and/or transform under-utilized sites, such as the asphalt parking lots located at the northeast and northwest corners of SW 58th Avenue and SW 74th Street, into active, community gathering spaces.

BEST PRACTICES



Hollywood, FL - Located within Young Circle, Hollywood Hot Glass' signature (and unique) program brings the experience of glass-blowing to the South Florida community.



Brooklyn, NY - This community center's indoor/outdoor design creates a welcoming atmosphere.



A conceptual illustration for a proposed community center with flexible spaces which can adapt to changes in activity.

ACTION ITEM P:

SUPPORT COMMUNITY POLICING AND ENGAGEMENT

VISION STATEMENT

To support increased community interaction with the South Miami Police Department to increase crime prevention and foster connections between the community and the Department.

BENEFITS / ANTICIPATED OUTCOMES

Community policing methods are intended to create and maintain a cooperative and long term partnership with those who own and operate businesses, live in, or visit the CRA. The City of South Miami Police Department is committed to the public safety and personal security of residents of all ages, and engages in community policing and problem solving activities to support crime prevention, in both the CRA and the City as a whole.

The existing strategies listed below, along with an emphasis on community policing and effective public engagement, can create open and listing connections between residents and the officers who serve them, leading to creative solutions and effective policing.



South Miami, FL - A member of the South Miami Police Department engaging with students from South Miami's Sunset Elementary School, through the CAST program

EXISTING STRATEGIES

- » **CAST (Cops and Students Talking)** - This program brings students and officers together in a positive environment to build important bridges for today and the future.
- » **Coffee with a Cop** - This event is sponsored by local businesses, where residents and business owners can meeting with the members of the Department for pleasant conversation and a cafecito.
- » **Neighborhood Resource Officers** - Designated officers who work to confront problems in different neighborhoods.
- » **PAL (Police Athletic League)** - Through the PAL program, the Department works with neighborhood youth to build a better community.
- » **Own a Zone** - Police Command staff are assigned specific geographic sections of the City so they can personally reach out to residents to address any concerns as part of the "Own a Zone" program.
- » **Staff Walks** - Staff walks are focused in areas where problems have been identified. Officers go door to door distributing crime prevention information and making those face to face encounters to address any citizen concerns.
- » **Downtown Walking Beat Officer** adds an additional resource to the business community and the shoppers that visit South Miami.
- » **Police Explorer Program** - This program provides middle school and high school students with an insight into a career in law enforcement.
- » **Community Events** - Officers and Police Explorers participate in a variety of police & community events throughout the year, including the Martin Luther King Parade, Porsche Show, Rotary Club Art Show, PBA Police Memorial, Footworks 5K Run, July 4th Celebration, Walk 4 LYFE Cancer Walk, Miami Dade Chief's Dinner, Safe Streets Halloween and the Chamber South Art Show.

ACTION ITEM Q:

COORDINATE COMMUNITY EVENTS

VISION STATEMENT

To coordinate between local businesses, community organizations, and various City of South Miami departments, to create special events and festivals that will contribute to economic development within the CRA.

BENEFITS / ANTICIPATED OUTCOMES

Playing an important role in a community's development, character, and identity, special events and festivals help to connect people with one another. They also help to celebrate and/or remember historical moments from the community's past, expose participants to new ideas and hobbies, attract new visitors to the area, and support economic development.

Opportunities exist for interested parties, including local businesses and organizations within the CRA, to organize special events and festivals throughout the CRA year-round.

Examples of events which could be organized, in order to spur economic development within the CRA, include:

- » **Marshal Williamson Day** - Honoring the life and legacy of one of the City's Founding Fathers, encouraging the community to give back.
- » **Paint by Numbers** - Working with local artists, on city-approved walls, members of the community can help create public art pieces.
- » **Slide the CRA** - Through sponsorships and partnerships, the CRA could play host to the popular "Slide the City" festival.
- » **SoMi Street Painting Festival** - An annual event where artists from all over gather to create temporary public works of art on closed streets.
- » **Start up Saturdays** - A monthly community event which helps to educate prospective small business owners to achieve success.

BEST PRACTICES



Lake Worth, FL - The City's annual Street Painting Festival attracts thousands of artists and visitors each year, helping to stimulate the local economy.



Memphis, TN - Through a partnership between the City, the Black Arts Alliance, and a local art studio, members of the community work together to create a mural.



Worldwide - Each summer, for the popular Slide the City festival, more than 200 cities across the world transform a major roadway into a giant water slide.

GUIDELINES FOR REDEVELOPMENT STRATEGIES

Often required to react to ever-changing conditions, the South Miami CRA should have some involvement in new projects during the course of its existence. This Community Redevelopment Plan, therefore, must provide the South Miami CRA flexibility to adjust to market and political considerations as they occur without impeding its ability to continue moving the redevelopment program forward by providing such flexibility while complying with the provisions of §163, Part III, Florida Statutes. This Plan is not intended to be a major redirection of the South Miami CRA's work plan, but rather to offer the chance to adjust to the changing conditions.

The following will start with strategies that will affect multiple projects (i.e. community benefit strategy), a presentation of specific projects, and will conclude with strategies of a more general nature (i.e. job creation, business assistance, affordable housing). This order of presentation is not to indicate any order of priority or preference. Prioritization of projects/strategies is indicated through a policy of the South Miami Community Redevelopment Agency Board, and through its annual budget.



Implementation of a Community Benefits Strategy

In any project assisted by the South Miami CRA, with the exception of projects in which the South Miami CRA is undertaking on its own, or while working with a non-profit to provide workforce, low, or very-low-income housing, the South Miami CRA can seek to obtain a package of community benefits from the project owner or developer. Community benefits can ensure that outside investments made within the boundaries of the CRA are also investments in its people. The benefits would include assurances that the existing CRA residents/businesses will receive value from the new project in the form of housing and employment opportunities. Additionally, the South Miami CRA could fund economic activities that will spur investment and redevelopment in the CRA. Community benefits could include, but not be limited to, the following:

1. The inclusion of an appropriate amount of below-market rate units. These units may be provided at rates for workforce housing (less than 120% AMI) or for low-income residents (less than 80% AMI). This would ensure the neighborhood will retain its affordability, reduce the potential for existing residents to be displaced, and afford area workers an opportunity to live near where they work. The target workforce for these types of units are often teachers, clerical workers, entry-level professionals, and other service workers. This could also include other housing options for post-secondary students with limited incomes.
2. The South Miami CRA should also strive to ensure these projects maintain appropriate urban design standards that are consistent with the vision for the CRA as a complete and active, pedestrian-friendly, urban neighborhood. To this end, the South Miami CRA should be a part of the review of any project and encourage components such as, but not limited to, the following, when appropriate:
 - a. Architectural components and placement of these components in a manner that enhances building/development functionality and appearance.
 - b. Activated ground floor uses (including the street side of structured parking)
 - c. Structured parking that includes parking for the general public
 - d. Public plazas or other gathering spaces included within the project
 - e. Pedestrian-friendly streetscapes that include:
 - i. Wide sidewalks to allow for pedestrian use and room for activation such as for a sidewalk café.
 - ii. Shade trees
 - iii. Benches
 - iv. Trash receptacles
 - v. Pedestrian level-lighting on appropriately designed light poles
 - vi. Wayfinding signage
 - vii. ADA-compliant hardscaping
 - viii. Bike and scooter parking or docking stations
3. Each project should provide other benefits that may include:
 - a. A percentage of construction jobs earmarked for residents of the CRA
 - b. Shared parking with availability for public parking
 - c. Availability of housing units to residents living within the CRA (especially below-market-rate units)
 - d. Availability of small retail space at below-market rents for local “mom and pop” retail businesses owned by residents living within the CRA.
 - e. General commitments of support of the community which may include but not be limited to:
 - i. Joining or otherwise supporting local non-profit agencies providing services within the CRA.
 - ii. Encouraging employees, residents, businesses to volunteer for local causes
 - iii. Providing for job fairs, internships, or other on-the-job training where appropriate.

Public Improvements in Conjunction with Private Projects

Improvements in the public space and in areas of private property that can be utilized by the general public (parking, plazas, sidewalks, etc.) should be encouraged as community benefits to be provided by the developer/owner of any project. When such projects are not undertaken by the private developer, or they serve a larger neighborhood, and whether projects are undertaken with South Miami CRA assistance or without, there may be a need for the South Miami CRA to invest in infrastructure around a project, or in limited instances within the project. The South Miami CRA should consider, and possibly invest in, improvements to publicly-owned facilities should they be reasonable and if they are improvements to appearance, functionality, or an overall increase in quality-of-life for those residing, visiting, or doing business in the CRA. These improvements may include, but not be limited to, the following:

1. Streetscapes which may include one or more of the following:
 - » Trees
 - » Furniture – benches, trash receptacles, etc.
 - » Bus shelters and benches
 - » Rideshare and mass transit drop-off/pull-outs
 - » Wayfinding signage (both pedestrian and vehicular level)
 - » Informational kiosks
 - » Pedestrian-level street lighting
 - » Additional overall street lighting
 - » Wide, pedestrian-friendly sidewalks
 - » Bike lanes
 - » Other such elements within the public space
2. Public gathering spaces
 - » Public plazas
 - » Small green spaces
 - » Pocket parks
3. Other Infrastructure improvements and upgrades (based on needs identified in the Assessment of Need and Finding of Necessity)
 - » Sidewalks
 - » Streets
 - » Bike lanes/paths
 - » Multi-purpose paths/corridors
 - » Water and Sewer
 - » Undergrounding or relocation of overhead utilities
 - » Provision of public wi-fi
 - » Bike and scooter parking or docking stations
 - » Electric car charging stations
 - » Parking (structured or on-street)
 - » Restrooms facilities
 - » Other such improvements or upgrades that may enhance the area and/or provide for a better quality of life for residents, visitors, and area business customers.



Key Activities for the CRA to Undertake

Goal 1

- » Encourage a minimum of 10% of all multi-family housing units within the CRA, at below-market rates for affordability to the workforce, entry-level, or otherwise lower-income families and individuals, as well as a student population.

Goal 2

- » Foster a close working relationship with Miami-Dade County to redevelop the property at the MetroRail station to the greater benefit of the public.
- » Enhance street-level activity through ground-floor retail uses and pedestrian-friendly streetscape amenities.
- » Increase public parking opportunities both on public and private land.
- » Enhance safety along key pedestrian routes from parking areas and retail/restaurant areas.
- » Ensure that all streets and sidewalks are free of deficiencies that impair their appearance and function.
- » Construct pedestrian-friendly streetscapes throughout the CRA.

Goal 3

- » Seek community benefits from developer(s).
- » Implement financing of any necessary public improvements to foster redevelopment.
- » Increase job opportunities for residents of the CRA and possibly for those of adjacent neighborhoods.
- » Construct streetscapes in commercial, mixed-use, and high-density residential areas that encourage activation.
- » Work closely with the Miami-Dade Water and Sewer Department to ensure modernization of water and wastewater facilities within the CRA.
- » Work with the Miami-Dade Water and Sewer Department to ensure sufficient water and wastewater capacity continues to exist for anticipated projects within the CRA.
- » Evaluate the potential to underground utilities where they currently exist overhead and undertake such projects when found to be cost-beneficial.
- » Evaluate the potential for all infrastructure when undertaking roadway reconstruction or streetscapes, such as undergrounding utilities and upgrading and increasing capacity of existing underground facilities.



Parks and Greenspace

It is imperative that additional greenspace is acquired for the potential new residential units in the CRA. Existing parks will need to be upgraded and new parks constructed to provide for the demand for outdoor open space for recreation, relaxation, and special events.

Key Activities for the South Miami CRA to Undertake

- » Upgrade and encourage more activation of existing parks within the CRA.
- » Upgrade and ensure maintenance of existing greenspaces within the CRA.
- » Utilize small publicly-owned spaces as greenspaces with limited benches and landscaping.
- » Incorporate the upcoming Miami Underline Linear Park project as an asset to the CRA.

Housing Affordability

It should be noted that housing affordability is one of the key programs for the South Miami CRA to undertake. A key tenant of community building is that the most complete communities, those that provide the best environment for their residents, are those that contain people of mixed incomes. When residents in all phases of life, and those with varying types of employment from entry-level professionals to food servers, to teachers, to doctors, and to CEOs of Fortune 500 companies can all live in one area, the community thrives. In today's housing market, however, it is particularly difficult to maintain and expand workforce housing (units for households earning up to 120% of AMI) and lower-income housing (units for households earning below 80% of AMI).

Given these conditions, **the South Miami CRA needs to find ways to ensure housing remains affordable for all income levels within the CRA, but particularly for those households meeting workforce or lower-income guidelines.** It is also important to make sure that housing is available for families.

Two major regulatory methods can be deployed to provide affordable housing – Inclusionary Zoning and Density Bonuses.

- » **Inclusionary Zoning** is a valuable tool the City has already implemented, and will be a valuable asset to the CRA moving forward. Inclusionary Zoning mandates that each new housing project provides a certain percentage of units for households making below a pre-established income level. While utilization of this method ensures a certain number of affordable units, it could have an effect that increases cost to the other residents of the project, because they would have to make up for revenue lost by providing the lower-cost units rather than selling or renting those units at market rates. Additionally, such programs are much more successful when the housing market is booming, and costs exceed revenues by a greater percentage. Therefore, continued effective use of Inclusionary Zoning in the South Miami CRA requires continual monitoring to ensure it remains cost-effective for the housing provider to continue to develop.
- » **Density Bonuses** provide an increase in allowed dwelling units per acre, floor area ratio, or height, and is the most common form of incentive used by inclusionary housing programs.



There are also several programmatic methods the South Miami CRA can employ to increase the supply of affordable housing. All of the following methods will have the effect of lowering housing costs and can be implemented by the South Miami CRA:

To assist For-Profit Housing, the CRA could:

- » Acquire land and sell or give it to a developer at below-market cost.
- » Pay some portion of development costs.
- » Provide a direct subsidy in the form of a rebate equal to a percentage of the increases in taxes paid over a defined period of time after completion if affordable units are provided, if authorized by law.
- » Undertake projects in the public realm that might otherwise be the responsibility of the developer (i.e. streetscapes, sidewalks, roadway improvements)
- » Grant funds to assist in the rehabilitation of an existing housing project.
- » Provide a liaison person knowledgeable in the development approval and building permit processes in the City to shepherd the project through development approvals in an efficient manner.

To assist or partner with Non-Profit Housing, providers the South Miami CRA could:

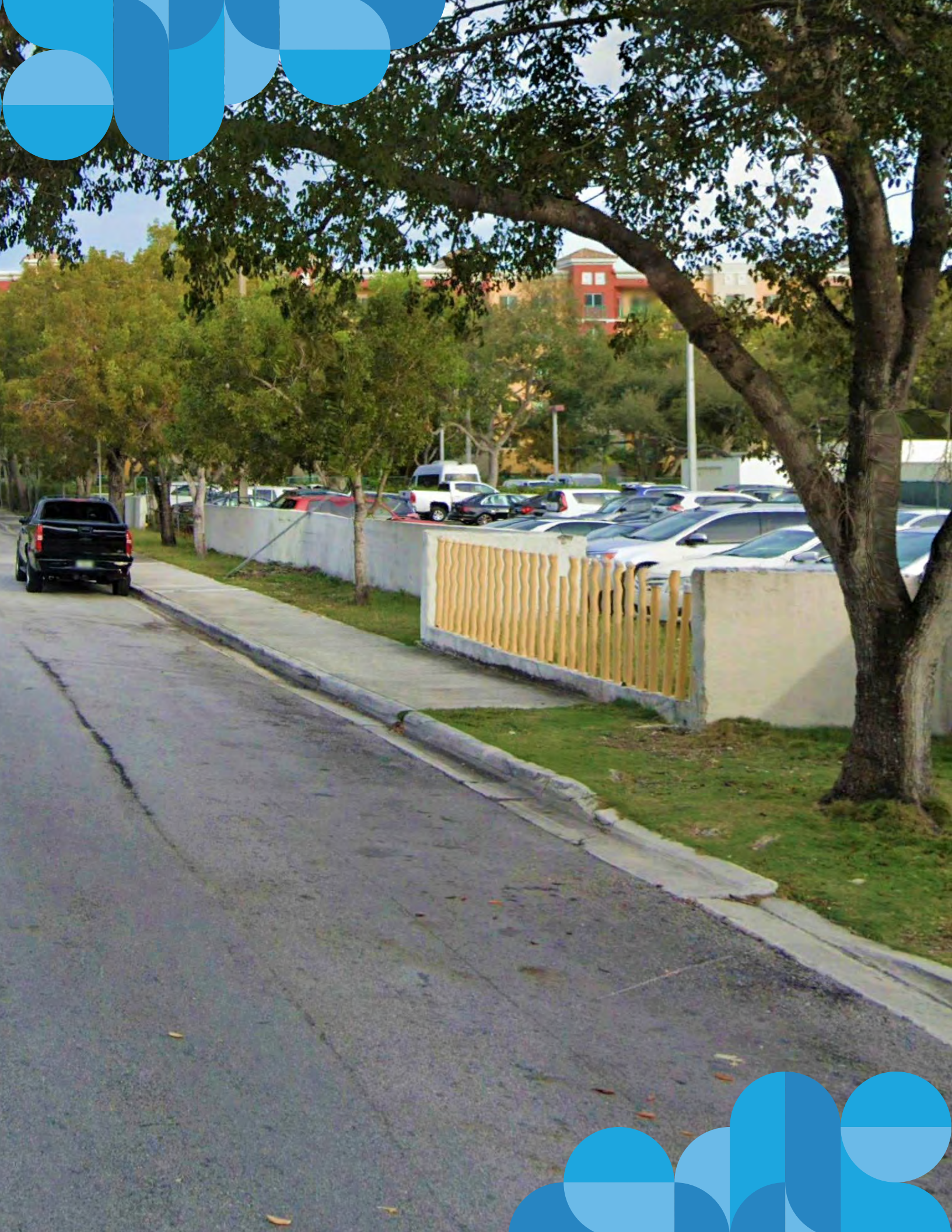
- » Provide a grant to the non-profit to provide the affordable housing
- » Create a Community Land Trust that would own the land upon which any such for-sale housing would be built. With such an entity, the land trust would continue to own the land that would then be eligible to apply for an exemption from property taxes. The building on the land would remain taxable, however.

Key Activities for the South Miami CRA to Undertake

- » Increase the supply of affordable homes for lower-income and workforce households as a percentage of all units within the CRA.
- » Devise and implement programs to assist housing providers in creating affordable units for target households.
- » Consider the creation of a Community Land Trust to own the land upon which affordable units exist.
- » Partner with non-profit organizations to provide affordable units within the CRA.
- » Create and implement programs to assist target income households purchase or rent within their means.
- » Create and implement programs to assist target income households to rehabilitate, and/or maintain units they currently own.
- » Seek new and creative ways to reduce the cost of providing affordable housing.

FUNDING SOURCES

- » The South Miami CRA will be the main funding source for specific programs and auxiliary funding source for other programs within the CRA.
- » Additional funding may be obtained from the City, County, the State of Florida, Federal Agencies, Financial Institutions, Developers, Non-Profit Development Corporations, Seed and Venture Funds, Angel Investors, and Housing Authorities.





CHAPTER 3

CRA MARKET ANALYSIS & TAX INCREMENT FINANCING



MARKET ANALYSIS SUMMARY

A Market Analysis was conducted of the South Miami CRA, which focused on the ability to add value to the community. The report also included an analysis of vacant parcels and those suitable for redevelopment based on underuse or deteriorated structures, a review of the market conditions that support redevelopment, and the ability to extend services throughout the South Miami CRA. To determine the Market Area for the South Miami CRA community, a “drive time” scenario was used to identify the distance that can be driven within a specific time frame. The market conditions were also reviewed, in order to determine sales conducted within the Study Area. The analysis was used to measure the amount of business imported into the South Miami CRA. Additionally, a Demand Analysis was conducted, which projected demand for various product types for both short-term and long-term time frames. The projection of demand included residential, commercial, office, and other uses.

The full Market Analysis Report can be read in [Appendix B](#) of this Plan.

TAX INCREMENT FINANCING

The growth estimate for the South Miami CRA is 4% per year. Although, in any given year, economic forces may either accelerate or decelerate the growth in Taxable Value, a growth of 4% is appropriate for the total projection period to account for these oscillations.

These projections also assumed that the growth of Tax Increment Financing (TIF) will follow the pattern that has historically occurred. However, it is important to note that all TIF agreements with Miami-Dade County are subject to negotiation. One important issue is the SMART Plan for transportation. The SMART Plan includes TIF for areas that surround the major transportation nodes such as the MetroRail stations. A portion of the South Miami CRA boundary is within this zone and the County may desire to negotiate all or a portion of the TIF.

- » Background growth will average 4% per year
- » New Projects:
 - » *Alta* (6750 Sunset)
 - » *Shops at Sunset Place*
 - » *SoMi Station* (approval controlled by the County)
 - » *HR Acquisition* (property adjacent to existing office development)
 - » *South Miami Hospital properties* (vacant land in areas of multi-family residential)
- » City tax rate of 4.3000 mills, County tax rate of 4.6669 mills
- » 5% of incremental taxes retained by the two taxing authorities

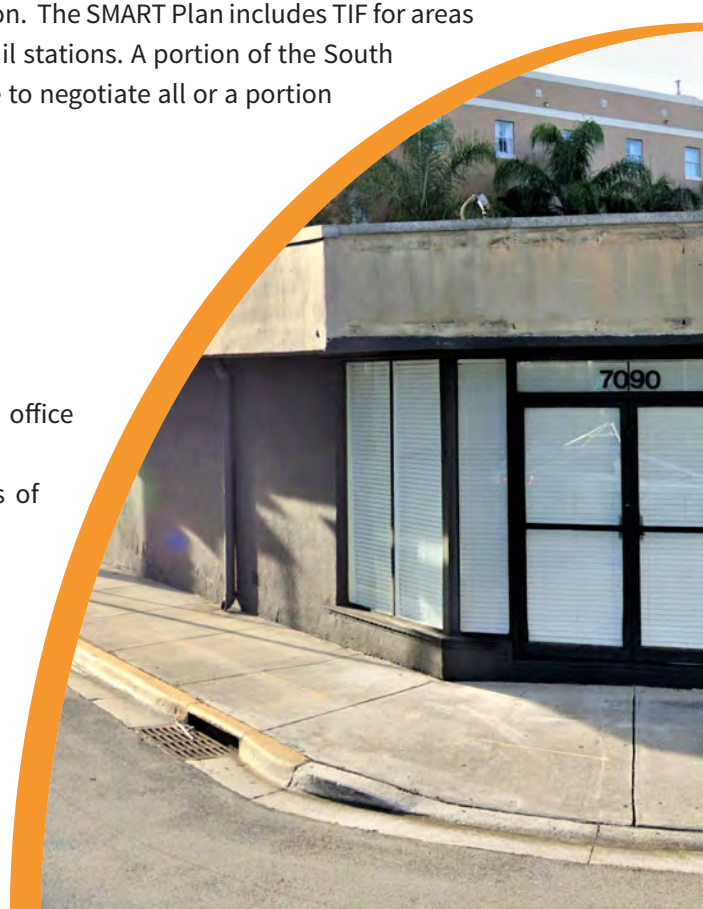


Table 1 is based on standard procedures of growth and new projects that are anticipated within the South Miami CRA. The City of South Miami's Planning Department was consulted to determine what projects are on the horizon. In addition, vacant land was examined to determine what type of development could occur on these properties. The timing for the anticipated development was based on where the project was in the approval process by the City.

Table 1: Annual and Cumulative TIF Projections (2019-2050)

YEAR	ANNUAL TIF	CUMULATIVE TIF
2019	\$2,107,243	\$2,107,243
2020	\$2,263,507	\$4,370,750
2021	\$2,426,022	\$6,796,772
2022	\$3,055,039	\$9,851,811
2023	\$3,368,475	\$13,220,286
2024	\$3,643,337	\$16,863,624
2025	\$3,790,171	\$20,653,795
2026	\$4,013,753	\$24,667,548
2027	\$4,246,277	\$28,913,825
2028	\$4,488,103	\$33,401,928
2029	\$4,739,602	\$38,141,530
2030	\$5,001,161	\$43,142,691
2031	\$5,273,182	\$48,415,873
2032	\$5,556,084	\$53,971,957
2033	\$5,850,302	\$59,822,258
2034	\$6,156,288	\$65,978,546
2035	\$6,474,515	\$72,453,061

Table 1 (continued): Annual and Cumulative TIF Projections (2019-2050)

YEAR	ANNUAL TIF	CUMULATIVE TIF
2036	\$6,805,470	\$79,258,531
2037	\$7,149,663	\$86,408,194
2038	\$7,507,624	\$93,915,818
2039	\$7,879,904	\$101,795,722
2040	\$8,267,075	\$110,062,797
2041	\$8,669,732	\$118,732,529
2042	\$9,088,496	\$127,821,026
2043	\$9,524,011	\$137,345,036
2044	\$9,976,946	\$147,321,982
2045	\$10,447,998	\$157,769,981
2046	\$10,937,893	\$168,707,873
2047	\$11,447,383	\$180,155,257
2048	\$11,977,253	\$192,132,510
2049	\$12,528,318	\$204,660,828
2050	\$13,101,425	\$217,762,253



CHAPTER 4

COMPLIANCE WITH FLORIDA STATUTES 163.362



163.362 (1): BOUNDARIES

The CRA has grown to include a new portion since the approval of Ordinance No. 12-97-1633 (1999). Properties between the southern portion of SW 72nd Street / Sunset Drive and the southern portion of SW 74th Street were added to the CRA. The inclusion of the downtown area allows for the attraction of investment into downtown South Miami, enticing new businesses to unleased storefronts, and increasing usage of underutilized surface parking spaces. These new properties create new economic opportunities for residents living in the CRA, especially the underserved population.

The full Boundary Description can be read in [Appendix A](#) of this document.

163.362 (2): ZONING

South Miami's zoning regulations set limitations on building type, size, height, number, and proposed use and is codified as Article III in the South Miami Land Development Code. There are sixteen (16) zoning districts found in the CRA out of a total of twenty-nine (29) zoning use districts within the City of South Miami. The district includes single-family, multi-family, office, retail, institutional, recreational, light industrial, and transit-oriented development uses. Planned Unit Development is allowed in zones specified in South Miami's Land Development Code. Section 20-3.5 regulates the dimensional requirements of zoning districts in the City. [Table 2](#) summarizes each zoning category found in the CRA and shows each zoning type's maximum height and density requirements if applicable.

Permitted uses are regulation in Section 20-3.3 of the city's Land Development Code. The light industrial zoning is located in the TODD near the South Miami Metro-Rail Station and allows various manufacturing and intensive uses such as the manufacturing of apparel, cabinets, food, furniture, and other items. Public Parks and Playgrounds are permitted in most zoning districts except in TODD, Hospital, and various other districts. Home occupation is permitted as a use in the residential districts listed in [Table 3](#). The RM-18 and RM-24 Multi-Family districts allow for Community Residential Home usage with up to seven or more residents, while the RS-3 and RS-4 districts allow up to six residents in Community Residential Homes.

In the TODD MU-5 and MU-6 zoning districts, inclusionary Zoning ensures new housing projects provide a certain level of units for households making below a pre-established income level.



Table 2: Zoning Categories within the CRA

ZONING CATEGORY	USES PERMITTED BY RIGHT	MAXIMUM DENSITY	MAXIMUM HEIGHT
Low-Density Residential (RS-3)	Single-Family Dwelling; Community Residential Home	Max FAR Limited by Lot Size	2 Stories; 25 ft
Single Family Residential (RS-4)	Single-Family Dwelling; Community Residential Home	Max FAR Limited by Lot Size	2 Stories; 25 ft
Low-Density Multi-Family Residential (RM-18)	Single-Family Dwelling; Townhouse Dwelling; Two-Family Dwelling; Multi-Family Dwelling; Community Residential Home	18 DU/Acre	2 Stories; 30 ft
Medium Density Multi-Family (RM-24)	Single-Family Dwelling; Townhouse Dwelling; Two-Family Dwelling; Multi-Family Dwelling; Community Residential Home	24 DU/Acre	4 Stories; 50 ft
Residential Office (RO)	Community Residential Home; Home Occupation	0.30 FAR	2 Stories; 25 ft
Low-Intensity Office (LO)	Boardinghouse; Tourist Dwelling; Convalescent Home; Park or Playground, Public; Museum, Library or Art Gallery	0.70 FAR	2 Stories; 30 ft
Medium Intensity Office (MO)	Boardinghouse; Tourist Dwelling; Convalescent Home; Park or Playground, Public; Museum, Library or Art Gallery; Early Childhood Child Care, Pre-K, Pre-School; Governmental Administration	1.60 FAR	4 Stories; 50 ft
Neighborhood Retail (NR)	Some Business and Professional Services	0.25 FAR	2 Stories; 25 ft

Table 2 (continued): Zoning Categories within the CRA

ZONING CATEGORY	USES PERMITTED BY RIGHT	MAXIMUM DENSITY	MAXIMUM HEIGHT
Specialty Retail (SR)	Ground Floor Retail With Office and Residential on the Upper Floors	0.70 FAR	4 Stories; 50 ft
Hospital (H)	Hospital (Special Use); Accessory Medical Services (Special Use); Chiro Clinic (Special Use); Labs; Medical Offices	N/A	None Specified
Public Institution (PI)	Daycare; Municipal Uses, Parks, Religious (Special Use)	N/A	Compatible with Surrounding Districts
Parks and Recreation (PR)	Parks and Open Space	N/A	N/A

Table 3: TODD Zoning Categories within the CRA

ZONING CATEGORY	USES PERMITTED	MAXIMUM DENSITY	MAXIMUM HEIGHT
Mixed-Use 4 (TODD MU-4)	Residential Uses; Commercial Uses	Limited by Provided Parking	2 Stories
Mixed-Use 5 (TODD MU-5)	Residential Uses; Commercial Uses	Limited by Provided Parking	2 Stories Minimum; 4 Stories Max; up to 8 Stories with bonus; 100ft
Light Industrial 4 (TODD LI-4)	Residential Uses; Commercial Uses; Light Industrial Uses	Limited by Provided Parking	2 Stories
Public/ Institutional (TODD PI)	Schools; Government Facilities; Utilities; Churches and Similar Uses; Uses Permitted in other TODD Subcategories	N/A	Compatible with Surrounding Districts



163.362 (3): NEIGHBORHOOD IMPACT ELEMENT

Relocation

Pursuant to Florida Statute 163.362(7), the South Miami CRA is required to, “Provide assurances that there will be replacement housing for the relocation of persons temporarily or permanently displaced from housing facilities within the community redevelopment area”. Residents may need to relocate from current affordable housing stock from the South Miami affordable housing development while the area is redeveloped into improved affordable housing units. A relocation plan shall be made by the South Miami CRA before even one person is displaced from the aforementioned community.

Traffic Circulation

The proposed projects that will be built in the CRA are intended to reduce the amount of traffic in the city by creating a more walkable environment. The proposed projects and Future Land Use in the CRA encourages a compact, walkable development pattern. The future development of South Miami will include more mixed-use and Transit-Oriented Development in the TODD and other appropriate districts within the CRA. The development pattern of the CRA will encourage mass transit usage, therefore reducing road traffic.

Public transit options that residents and visitors are able to utilize are the Miami MetroRail, which has a station that is located within the CRA, and the MetroBus to connect to the rest of the County. South Miami CRA funds could also be used to supplement some of the proposed improvements in the South Miami Intermodal Transportation Plan. Improvements within the CRA will give residents the opportunity to drive less and use other modes of transportation instead of their personal automobile.

Environmental Quality

The redevelopment activities of the Community Redevelopment Plan will add special programs and funding to ensure environmental quality. In addition to drainage, sewer hookups, and other more traditional redevelopment programs, the Agency will create a fund and programs to address the more serious environmental clean-up problems associated with the re-use of contaminated sites. Without funds allocated specifically for environmental clean-up, it may not be financially feasible to redevelop contaminated sites when future opportunities arise.

Availability of Community Facilities and Services

The South Miami CRA aims to provide services that are oriented towards improvements in the economic prospects and public life of its residents. The community has expressed a desire for certain public facilities such as a free center for teenagers. The CRA community also desires a training/apprenticeship program for jobs, financial and entrepreneurship training, and legal support/incentives to keep ownership of property in the community.

School Population

The J.R.E Lee Educational Center and Somerset Academy (Elementary and Middle) are presently the only schools and or educational facilities located in the redevelopment area. The J.R.E Lee Educational Center is a SPED Service Center, a facility that provides Exceptional Student Education support services to multiple schools in the Southern portion of Miami Dade County. The Somerset Academy opened in the 2009-2010 school year as a free charter school.



163.362 (4): PUBLICLY FUNDED CAPITAL IMPROVEMENT PROJECTS

Table 4: Publicly Funded Capital Improvement Projects

PROJECT DESCRIPTION	GOALS
CITY FACILITIES	
Gibson Bethel Community Center - Air Conditioning	Operational Enhancement
Gibson Bethel Community Center - Basketball Gymnasium Bleacher	Operational Enhancement
Gibson Bethel Community Center - Restroom Renovations	Operational Enhancement
Gibson Bethel Community Center - Solar	Operational Enhancement
Police Department and City Hall - Air Conditioning	Operational Enhancement
Police Station Front Foyer and Parking Lot - Lighting Improvements	Operational Enhancement
Public Works Building - Solar	Operational Enhancement
MISCELLANEOUS	
Chamber Digital Audio and Rebuild Project	Operational Enhancement
Downtown Area - Rubber Mulch for Tree Grates	Operational Enhancement
Marshall Williamson Park - Sidewalks	Goal 2
Marshall Williamson Park - Outdoor Fitness Zone w/ support facilities	Goal 3
Marshall Williamson Park - Playground PIP Rubber Surface	Goal 3
Murray Park - Playground PIP Rubber Surface	Goal 3
Murray Park - Replace Ball Field Fencing	Goal 3
Pedestrian Bridge Study Over U.S. 1 between SW 57 th Ave and SW 72 nd St Feasibility Study	Goal 2
Pool Facilities - Solar	Operational Enhancement
SW 58 th Ave Intersection at U.S. 1 - Design and Construction	Goal 2
SW 59 th Pl and SW 69 th St - Traffic Study	Goal 2
SW 62 nd St (59 th CT to 62 nd Ave) - Road Resurfacing	Goal 2
SW 64 th St Bike Lane and Road Improvements (SW 57 th Ave to SW 62 nd Ave)	Goal 2
SW 73 rd St (57 th CT to 58 th Ave) - Road Resurfacing	Goal 2





163.362 (5): SAFEGUARDS

Redevelopment Activities

1. The South Miami CRA shall file an annual report with the state's Auditor General's Office, the Miami-Dade County Board of County Commissioners, the Miami-Dade County Clerk's Office, the City Commission, and the City Clerk's Office. This report shall contain a programmatic overview of the activities of the South Miami CRA as allowed by the Redevelopment Plan.
2. The South Miami CRA Board shall be fully subject to the Florida Sunshine Law and will meet regularly in a public forum.
3. The South Miami CRA Board shall publicly adopt by-laws to govern its activities and to ratify its administrative policies.

Financial Accountability

1. The South Miami CRA shall maintain adequate records to provide for an annual audit which shall be conducted by a knowledgeable Certified Public Accountant selected by the City Commission. The findings of the audit shall be presented at a public meeting of the South Miami CRA Board. Such findings shall be forwarded to the state Auditor General's Office by March 31 of each year for the preceding fiscal year which shall run from October 1 through September 30. The annual Audit Report shall be accompanied by the South Miami CRA's Annual Report and shall be provided to the City Commission, City Clerk's Office, Miami-Dade County Board of County Commissioners and the Miami-Dade County 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. All South Miami CRA Tax Increment Financing funds shall be held in a Redevelopment Trust Fund separately from other funds, as required by State Law.

163.362 (6): LAND SOLD OR LEASE FOR PRIVATE USE

The South Miami 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.

163.362 (7): ASSURANCE OF RELOCATION HOUSING

In the future, if any unforeseen redevelopment project involving the South Miami CRA requires that even one person be displaced from either a rented or owned housing unit, the project proposal must contain a relocation plan which adheres to all applicable laws. The relocation proposal must be approved by the South Miami Community Redevelopment Agency Board in a publicly noticed Agency meeting prior to any final approval of the project.

If any future projects were to require relocation and Agency monies were to be “partnered” with Federal funds, the South Miami CRA shall make it a condition of Agency participation that all provisions of the Uniform Relocation Assistance Act are met. This strategy adheres to the requirements of Chapters 163 and 421, Florida Statutes.

163.362 (8): RESIDENTIAL USE ELEMENT

Please refer to the *Redevelopment Projects Underway* sub-section of this Plan, which includes affordable housing projects for the CRA.

163.362 (9): PROJECTED COST OF REDEVELOPMENT

Table 5: Projected Cost of Redevelopment

PROJECT DESCRIPTION	FY 2019	FY 2020	FY 2021	FY 2022
Traffic Study for SW 59 th Pl and SW 69 th St	\$25,000			
SW 64 th St Bike Lane and Road Improvements (SW 57 th Ave to SW 62 nd Ave)	\$438,916			
Road Resurfacing - SW 73 rd St (57 th CT to 58 th Ave)		\$20,000		
Road Resurfacing SW 62 nd St (59 th CT to 62 nd Ave)		\$20,000		
SW 58 th Ave Intersection at U.S. 1 - Design and Construction		\$200,000		
Gibson Bethel Community Center: Restroom Renovations	\$135,846			



Table 5 (continued): Projected Cost of Redevelopment

PROJECT DESCRIPTION	FY 2019	FY 2020	FY 2021	FY 2022
Gibson Bethel Community Center - Basketball Gymnasium Bleacher	\$50,000			
Murray Park: Playground PIP Rubber Surface			\$50,000	
Murray Park: Replace Ball Field Fencing				65,000.00
Marshall Williamson Park - Outdoor Fitness Zone w/ support facilities		\$50,000		
Marshall Williamson Park - Playground PIP Rubber Surface	\$70,000			
Marshall Williamson Park - Sidewalks	\$100,000			
Gibson Bethel Community Center - Air Conditioning	\$40,000			
Police Department / City Hall Air Conditioning	\$20,000			
Police Station Front Foyer / Parking Lot Lighting Improvements	\$10,000			
Pedestrian Bridge Study Over U.S. 1 between SW 57 th Ave and SW 72 nd St Feasibility Study	\$100,000			
Rubber Mulch for Tree Grates - Downtown Area	\$5,000			
Chamber Digital Audio and Rebuild Project	\$100,000			
Solar for Community Center		\$50,000		
Solar for Pool		\$50,000		
Solar for City Hall		\$50,000		
Downtown Improvements - Sunset Dr between U.S. 1 and SW 57 th Ave	\$445,000			
Total Capital Improvements by Year within CRA	\$1,539,762	\$440,000	\$50,000	\$65,000
Total Capital Improvements within CRA	\$2,094,762			

163.362 (10): TIME CERTAIN AND SEVERABILITY

All redevelopment activities financed by increment revenues shall have a maximum duration, or commitment of up to twenty (20) years extension, plus an option for ten (10) additional years if certain milestones are met or maybe such time as may be agreed to in the interlocal agreement between the Miami-Dade County Commission, the City of South Miami, and the South Miami CRA. The start date for the twenty-year clock shall be from the adoption and approval date of the Community Redevelopment Plan or any amended Community Redevelopment Plan by the Miami-Dade County Commission.

APPENDICES

- » [Appendix A – CRA Legal Description & Boundary Map](#)
- » [Appendix B – CRA Market Analysis](#)
- » [Appendix C – Map Series](#)





APPENDIX A

CRA LEGAL DESCRIPTION &
BOUNDARY MAP

EXISTING CRA BOUNDARY LEGAL DESCRIPTION

BEGINNING AT A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 54 SOUTH, RANGE 40 EAST AND BEING THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 57 AVENUE (RED ROAD) AND THE CENTERLINE OF SOUTHWEST 72 STREET (SUNSET DRIVE); THENCE RUNNING WESTERLY ALONG THE SOUTH LINE OF THE AFORESAID SECTION 5, SAID LINE BEING THE CENTERLINE OF SOUTHWEST 72 STREET (SUNSET DRIVE), A DISTANCE OF 2, 640 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE SOUTHWEST 72 STREET (SUNSET DRIVE) AND THE CENTERLINE OF SOUTHWEST 62 AVENUE PAUL TEVIS ROAD), THE SAME BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE, RUNNING NORTHERLY ALONG THE WEST LINE OF THE SOUTHEAST QUARTER, THE SAME BEING THE CENTERLINE OF SOUTHWEST 62 AVENUE (PAUL TEVIS ROAD), A DISTANCE OF 3, 463 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 62 AVENUE (PAUL TEVIS ROAD) AND A LINE, THE SAME BEING THE WESTERN EXTENSION OF THE NORTHERN RIGHT -OF -WAY LINE OF SOUTHWEST 62 STREET; THENCE RUNNING EASTERLY ALONG SAID LINE, AND CONTINUING ALONG THE NORTHERN RIGHT -OF -WAY LINE OF SOUTHWEST 62 STREET, A DISTANCE OF 1, 362 FEET, MORE OR LESS, TO THE INTERSECTION OF THE NORTHERN RIGHT-OF -WAY LINE OF SOUTHWEST 62 STREET AND THE EASTERN RIGHT -OF -WAY LINE OF SOUTHWEST 59 AVENUE; THENCE RUNNING SOUTHERLY ALONG THE EASTERN RIGHT -OF -WAY LINE OF SOUTHWEST 59 AVENUE, A DISTANCE OF 159 FEET, MORE OR LESS, TO THE INTERSECTION OF THE EASTERN RIGHT -OF -WAY LINE OF SOUTHWEST 59 AVENUE AND A LINE, THE SAME BEING THE WESTERN EXTENSION OF THE NORTH LINE OF LOTS A, B, C AND D OF BLOCK 1, UNIVERSITY GARDENS NO. 1 SUBDIVISION, A RE -PLAT OF BLOCK 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 91 AT PAGE 36 IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUNNING EASTERLY ALONG THE NORTH LINE OF SAID LOTS A, B, C, AND D, A DISTANCE OF 309 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID LOT A, THE SAME BEING THE NORTHEAST CORNER OF UNIVERSITY GARDENS NO. 1 SUBDIVISION; THENCE SOUTHERLY ALONG THE EASTERN LINE OF UNIVERSITY GARDENS NO. L SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 89 AT PAGE 15 IN THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, A DISTANCE OF 662 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF UNIVERSITY GARDENS NO. L SUBDIVISION, THE SAME BEING A POINT IN THE CENTERLINE OF SOUTHWEST 64 STREET (HARDEE DRIVE); THENCE RUNNING EASTERLY ALONG THE CENTERLINE OF SOUTHWEST 64 STREET (HARDEE DRIVE), THE SAME BEING THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 25, A DISTANCE OF 990 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 64 STREET (HARDEE DRIVE) AND THE CENTERLINE OF SOUTHWEST 57 AVENUE (RED ROAD), THE SAME BEING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 25; THENCE RUNNING SOUTHERLY ALONG THE CENTERLINE OF SOUTHWEST 57 AVENUE (RED ROAD), A DISTANCE OF 2, 640 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 57 AVENUE (RED ROAD) AND THE CENTERLINE OF SOUTHWEST 72 STREET (SUNSET DRIVE), THE SAME BEING THE SOUTHEAST CORNER OF SAID SECTION 25, TOWNSHIP 54 SOUTH, RANGE 40 EAST, SAID POINT BEING THE POINT OF BEGINNING.

2019 CRA BOUNDARY EXPANSION LEGAL DESCRIPTION

BEGINNING AT A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF SECTION 25 TOWNSHIP 54 SOUTH, RANGE 40 EAST AND BEING THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 57TH AVENUE (RED ROAD) AND THE CENTERLINE OF SOUTHWEST 72ND STREET (SUNSET DRIVE); THENCE CONTINUE SOUTHERLY ALONG SAID CENTERLINE 897 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 74TH TERRACE; THENCE WESTERLY ALONG SAID CENTERLINE 685 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 58TH AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 43 FEET, MORE OR LESS TO THE CENTERLINE OF SOUTHWEST 74TH TERRACE; THENCE WESTERLY 685 FEET, MORE OR LESS, TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 59TH AVENUE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 29 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF LOTS 54, 55, AND 56 AMERICAN TOWNSITE COMPANY'S SUBDIVISION NO 1 OF LARKIN, PLAT BOOK 3, PAGE 134 MIAMI-DADE COUNTY RECORDS; THENCE WESTERLY ALONG SAID SOUTHERLY LINE AND WESTERLY EXTENSION THEREOF AND ALONG THE SOUTHERLY LINE OF LOTS 29, 30, AND 31 OF SAID PLAT A DISTANCE OF 305 FEET MORE OR LESS, TO THE NORTHEAST CORNER OF LOT 25 OF SAID PLAT; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 25 A DISTANCE OF 48 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF SAID LOT 25; THENCE WESTERLY ALONG SAID SOUTH LINE AND WESTERLY EXTENSION 186 FEET MORE OR LESS TO THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHWEST 59TH PLACE; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 48 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 3 OF SAID PLAT; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 1, 2, AND 3 OF SAID PLAT 144 FEET TO A POINT ON THE EAST LINE OF LOT 2, BLOCK 2 OF MAP OF LARKIN PINES, PLAT BOOK 24 PAGE 20, MIAMI-DADE COUNTY RECORDS; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2 AND THE EAST LINE OF LOT 3, BLOCK 2 OF SAID PLAT, 163 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE SOUTHERLY LINE OF SAID LOT , 124.7 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY LINE OF SOUTHWEST 61ST AVENUE; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE 315 FEET, MORE OR LESS, TO THE CENTERLINE OF SOUTH DIXIE HIGHWAY (US1) AS SHOWN ON SAID PLAT; THENCE SOUTHWESTERLY ALONG SAID CENTERLINE 587 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 62ND AVENUE (PAUL TEVIS ROAD); THENCE NORTHERLY ALONG SOUTHWEST 62ND AVENUE (PAUL TEVIS ROAD) SAID LINE ALSO BEING THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 54 SOUTH, RANGE 40 EAST, A DISTANCE OF 1049 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SAID SOUTHWEST 72ND STREET (SUNSET DRIVE) SAID INTERSECTION POINT ALSO BEING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE EASTERLY ALONG THE CENTERLINE OF SAID SOUTHWEST 72ND STREET (SUNSET DRIVE) SAID LINE ALSO BEING THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 25, A DISTANCE OF 2640 FEET, MORE OR LESS, TO THE INTERSECTION OF THE CENTERLINE OF SOUTHWEST 57TH AVENUE (RED ROAD) SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 25, SAID POINT ALSO BEING THE POINT OF BEGINNING.

South Miami Community Redevelopment Agency

COMMUNITY REDEVELOPMENT AREA BOUNDARY





APPENDIX B

CRA MARKET ANALYSIS

MARKET AREA

The definition of the Market Area will be the “Drive Time” analysis which establishes an area based on the distance a person can drive within a specified period of time. For the South Miami area, a “Drive Time” of 15 minutes has been established to identify the distance people are willing to travel for basic services. The “Drive Time” is established based on a central point within the CRA area.

[Exhibit 1](#) illustrates the 15 minute “Drive Time” area with the central point of the CRA as its focus.

Exhibit 1: Drive Time Map



Source: Envirionics Analytics

MARKET CONDITIONS

Gap Analysis

Gap Analysis refers to a determination of the difference between the number of goods and services demanded by the residents of the Market Area and the business conducted by the establishments within that same area. Where the population demands more goods and services than the local businesses provide, they must travel outside of the Market Area. The industry considers this difference an Opportunity Gap where the Market Area could support more businesses in the selected industries.

Environics Analytics was consulted to determine the Opportunity Gap that may exist for the South Miami Area. The gap identifies which types of businesses could be supported.

Due to the location of significant commercial areas along Dixie Highway, South Red Road, and Sunset Drive, the Market Area only has a limited Opportunity Gap. The entire area has a Supply that is over \$2.9 billion higher than the demand.

However, certain industries do have an Opportunity Gap and can provide a focus of additional attraction for new business. These industries are:

- » Lawn and Garden stores
- » Hardware stores
- » Convenience stores
- » Baked Goods Stores
- » General Merchandise Stores
- » Electronics Stores
- » Cafeterias
- » Ice cream Shops
- » Doughnut Shops
- » Snack Stores

Labor Force and Business Inventory

The Labor Force is determined based on the amount of the population over 16 years of age. Persons under that age are not considered participants in the potential Labor Force. Statistics for the CRA area and the Market Area were obtained from Environics Analytics for the current time frame. [Appendix Table 1](#) presents the labor force statistics; [Appendix Table 2](#) presents the number of commercial businesses and employment; and [Appendix Table 3](#) presents the retail spending by classification in the Market Area.

Appendix Table 1: Labor Force Statistics

CATEGORY	CRA AREA		MARKET AREA	
	NUMBER	PERCENT	NUMBER	PERCENT
White-Collar Employees	3,295	68.0	141,536	68.2
Blue Collar Employees	496	10.2	30,032	14.5
Service Employees	1,055	21.8	36,004	17.3
Total Employees	4,846	100.0	207,572	100.0
Time to Travel to Work	31.06 Minutes		33.37 Minutes	
Unemployment Rate	11.2%		5.2%	

Source: Environics Analytics

Appendix Table 2: Number of Commercial Businesses and Employment

INDUSTRY	CRA AREA			MARKET AREA	
	ESTABLISHMENTS	EMPLOYEES		ESTABLISHMENTS	EMPLOYEES
Motor Vehicles	5	28		431	6,223
Furniture	8	22		252	1,760
Electronics	4	29		251	1,941
Building Materials/Gardening	8	48		311	2,494
Food Stores	15	158		426	6,821
Health Supplies	23	202		497	3,527
Gasoline/Service	8	39		163	797
Clothing Stores	31	109		797	4,930
Sporting Goods/Hobbies	9	61		227	1,514
General Merchandise	2	7		283	5,772
Miscellaneous	31	215		739	4,490
Non Store	1	2		62	594
Accommodations and Restaurants	72	852		1,689	25,293
TOTAL	217	1,772		6,128	66,156

Source: Environics Analytics

Appendix Table 3: Retail Spending by Classification in the Market Area

CATEGORY	SPENDING BY POPULATION
Total retail trade including food and drink (NAICS 44, 45 and 722)	8,339,531,581
Total retail trade (NAICS 44 and 45)	7,400,162,208
Motor vehicle and parts dealers (NAICS 441)	1,950,723,274
Automobile dealers (NAICS 4411)	1,702,764,296
Other motor vehicle dealers (NAICS 4412)	135,357,759
<i>Recreational vehicle dealers (NAICS 44121)</i>	<i>39,621,111</i>
<i>Motorcycle, boat, and other motor vehicle dealers (NAICS 44122)</i>	<i>95,736,648</i>
Boat dealers (NAICS 441222)	30,343,701
Motorcycle, ATV, and all other motor vehicle dealers (NAICS 441228)	65,392,946
Automotive parts, accessories, and tire stores (NAICS 4413)	112,601,219
<i>Automotive parts and accessories stores (NAICS 44131)</i>	<i>67,317,266</i>
<i>Tire dealers (NAICS 44132)</i>	<i>45,283,953</i>
Furniture and home furnishings stores (NAICS 442)	144,692,998
Furniture stores (NAICS 4421)	86,450,911
Home furnishings stores (NAICS 4422)	58,242,087
<i>Floor covering stores (NAICS 44221)</i>	<i>9,443,932</i>
<i>Other home furnishings stores (NAICS 44229)</i>	<i>48,798,155</i>
Window treatment stores (NAICS 442291)	2,423,679
All other home furnishings stores (NAICS 442299)	46,374,476
Electronics and appliance stores (NAICS 443)	125,474,385
Household appliance stores (NAICS 443141)	19,683,488
Electronics stores (NAICS 443142)	105,790,897
Building material and garden equipment and supplies dealers (NAICS 444)	542,710,081
Building material and supplies dealers (NAICS 4441)	466,330,290
<i>Home centers (NAICS 44411)</i>	<i>256,850,804</i>
<i>Paint and wallpaper stores (NAICS 44412)</i>	<i>12,456,353</i>
<i>Hardware stores (NAICS 44413)</i>	<i>40,484,767</i>
<i>Other building material dealers (NAICS 44419)</i>	<i>156,538,367</i>
Lawn and garden equipment and supplies stores (NAICS 4442)	76,379,791
Food and beverage stores (NAICS 445)	972,647,031
Grocery stores (NAICS 4451)	864,929,409
Specialty food stores (NAICS 4452)	30,582,513
<i>Meat markets (NAICS 44521)</i>	<i>10,031,722</i>
<i>Fish and seafood markets (NAICS 44522)</i>	<i>3,679,860</i>
<i>Fruit and vegetable markets (NAICS 44523)</i>	<i>6,259,742</i>
<i>Other specialty food stores (NAICS 44529)</i>	<i>10,611,188</i>
Baked goods stores and confectionery and nut stores (NAICS 445291 + 445292)	5,694,409
All other specialty food stores (NAICS 445299)	4,916,779
Beer, wine, and liquor stores (NAICS 4453)	77,135,111
Health and personal care stores (NAICS 446)	473,200,455
Pharmacies and drug stores (NAICS 44611)	391,689,898
Cosmetics, beauty supplies, and perfume stores (NAICS 44612)	30,033,982
Optical goods stores (NAICS 44613)	18,213,042
Other health and personal care stores (NAICS 44619)	33,263,534
<i>Food (health) supplement stores (NAICS 446191)</i>	<i>12,082,028</i>
<i>All other health and personal care stores (NAICS 446199)</i>	<i>21,181,506</i>
Gasoline stations (NAICS 447)	720,845,944

Source: Environics Analytics

Appendix Table 3 (Continued): Retail Spending by Classification in the Market Area

CATEGORY	SPENDING BY POPULATION
Total retail trade including food and drink (NAICS 44, 45 and 722)	8,339,531,581
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<i>All other health and personal care stores (NAICS 446199)</i>	<i>21,181,506</i>
Gasoline stations (NAICS 447)	720,845,944

Vacancies

There are almost no boarded-up commercial properties in the CRA. The best method to examine vacancies is through the identification of space currently for lease or sale. There are 13 properties for lease in the CRA and range in size from 1,000 to 6,000 square feet. This represents a small percentage of the total available space. [Appendix Table 4](#), below, illustrates the lease rates in the CRA.

Appendix Table 4: Lease Rates in the CRA

CATEGORY	LEASE RATES
Retail	\$20 - \$22 per square foot
Office	\$30 - \$50 per square foot
Medical Office	\$26 - \$39 per square foot

Properties listed as “For Sale” are not necessarily vacant. There are eight properties for sale averaging approximately \$500 per square foot.



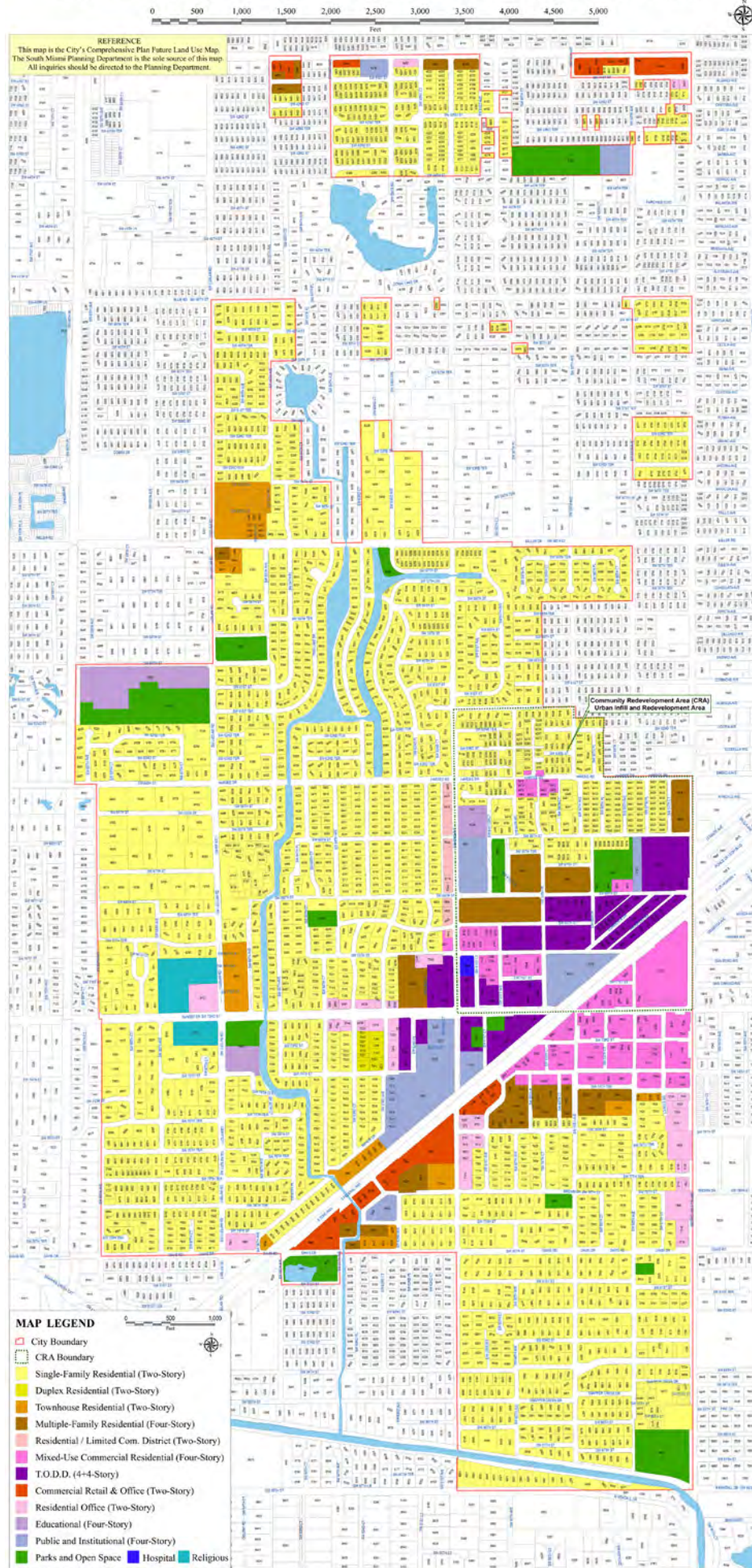




APPENDIX C

MAP SERIES

South Miami, Florida 2012 FUTURE LAND USE MAP



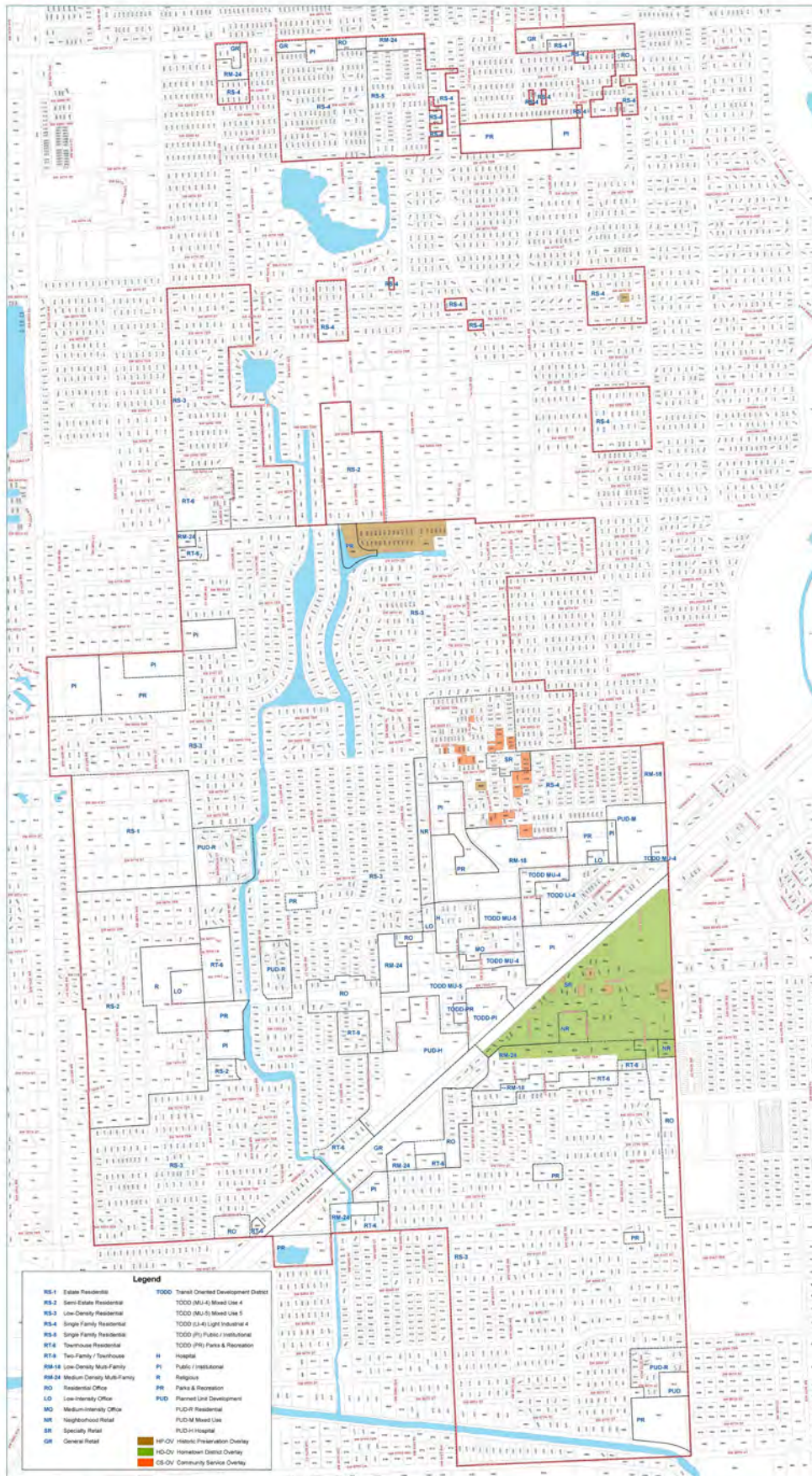


City of South Miami Zoning Map



Zoning Boundaries
South Miami Boundary
Water Features
Property Boundaries

0 375 750 1500 2250 3000 Feet



Updated: 9/3/2013

Made by
IMMERSIVE SOLUTIONS

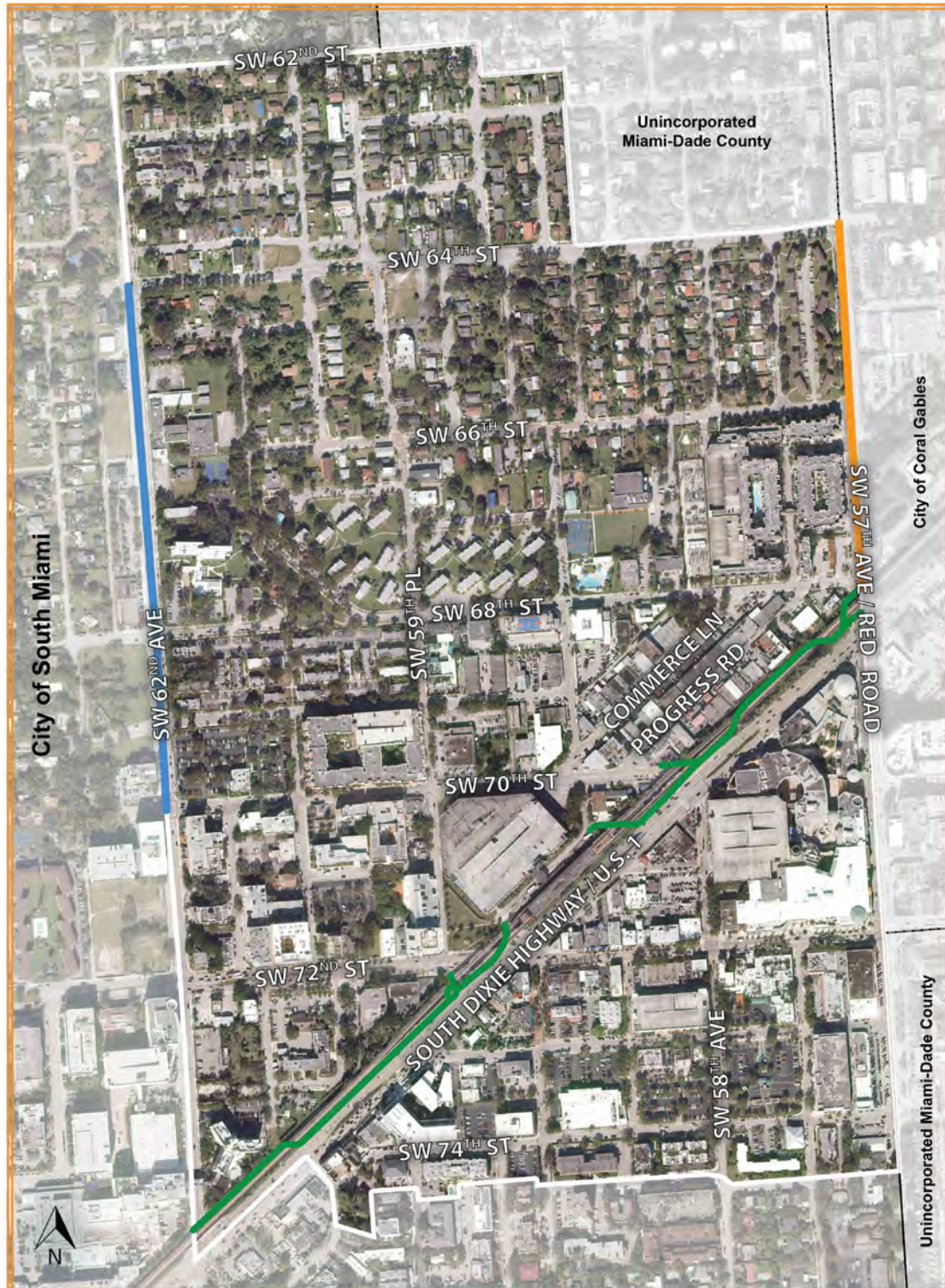
South Miami Community Redevelopment Agency

BROWNFIELDS



South Miami Community Redevelopment Agency

EXISTING BICYCLE NETWORK



Unprotected
Bike Lanes

Sharrows

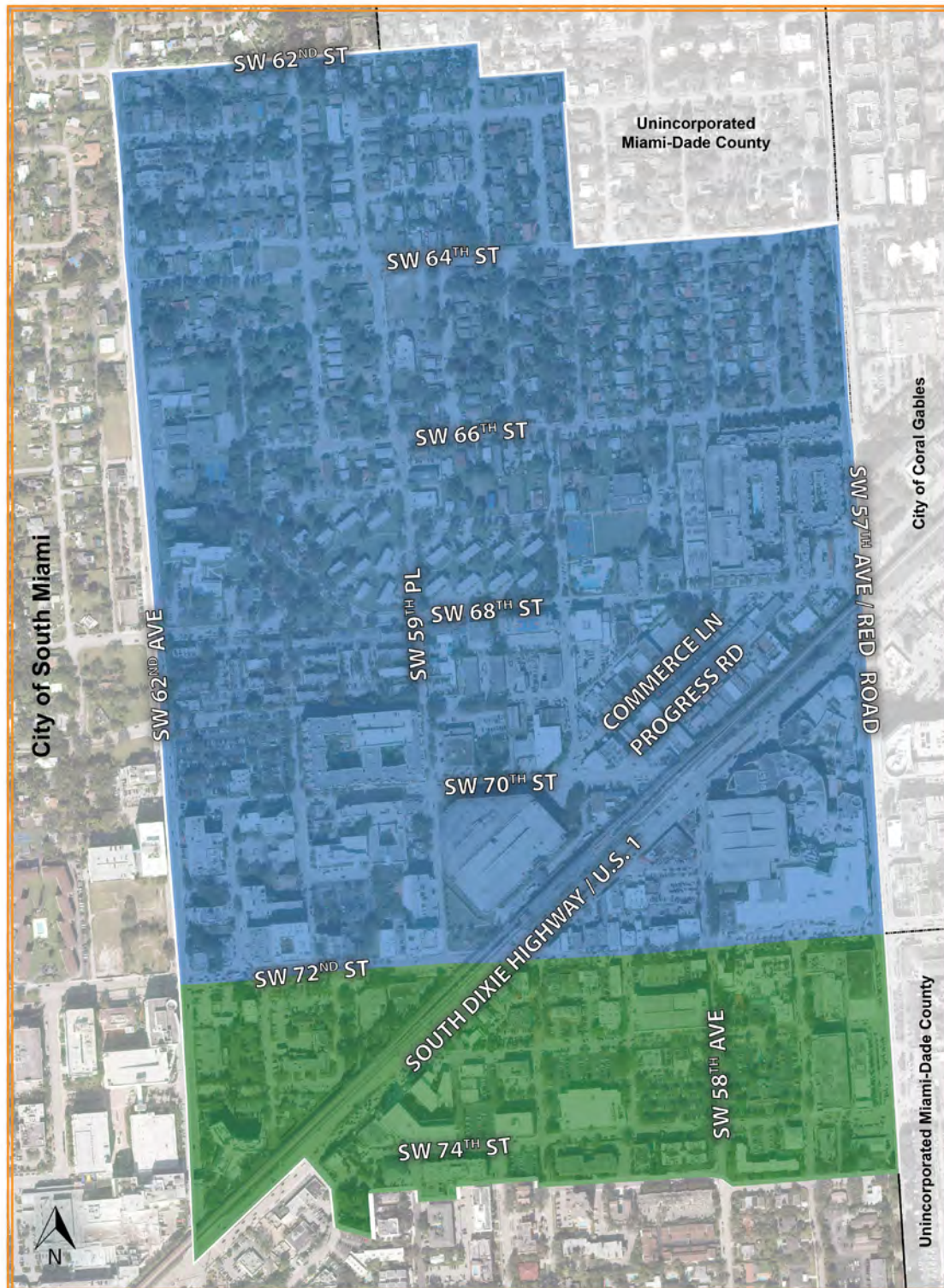
Paved Bike
Trails



Map created on September 18, 2019

South Miami Community Redevelopment Agency

EXISTING & 2020 CRA BOUNDARY EXPANSION



Existing CRA
Boundary

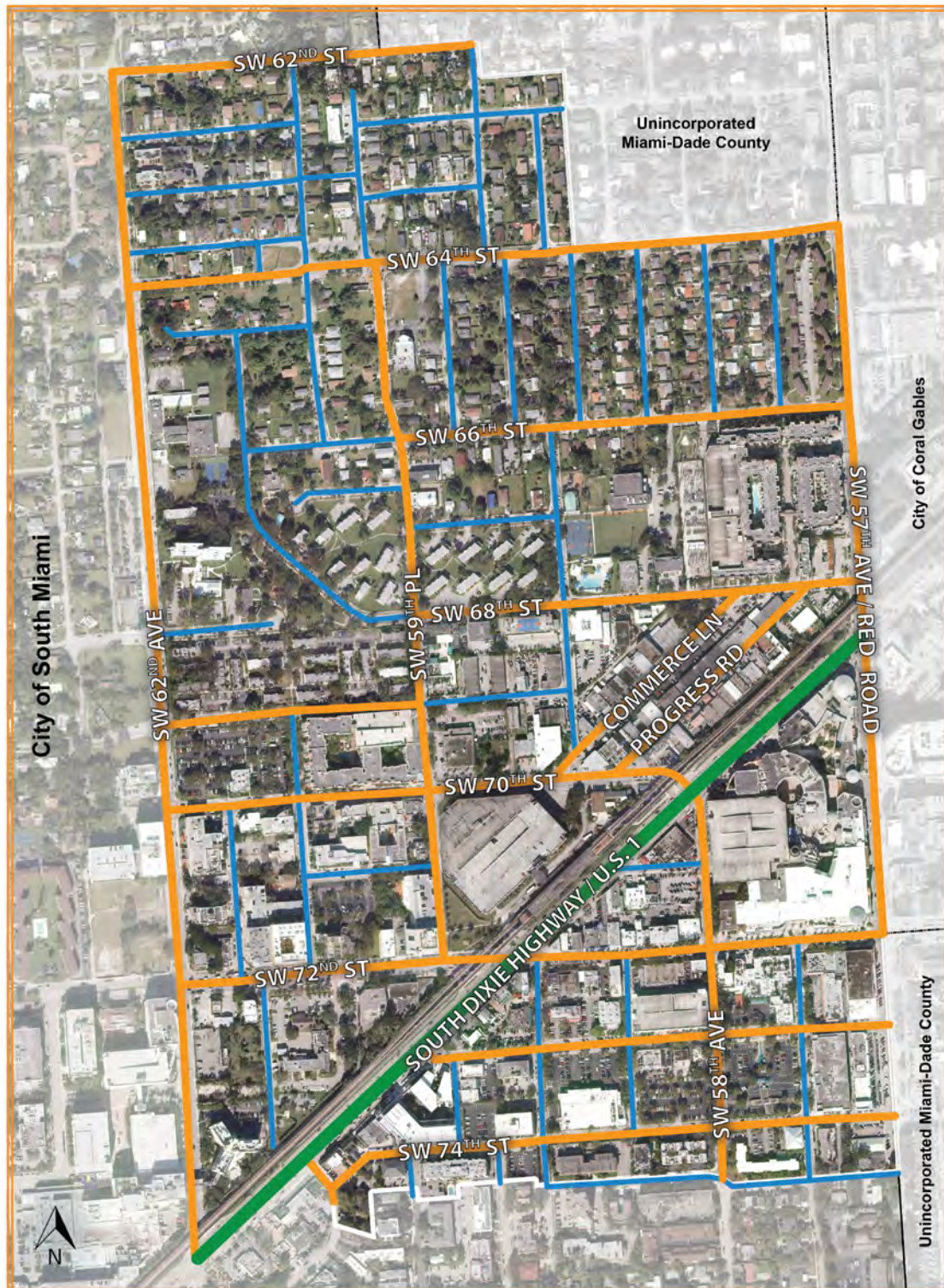
2020 CRA
Boundary Expansion



Map created on September 18, 2019

South Miami Community Redevelopment Agency

EXISTING ROADWAY NETWORK



Arterial Roads



Collector Roads



Local Roads



South Miami Community Redevelopment Agency

SOUTH MIAMI CRA & CITY OWNED PARCELS



South Miami CRA
Owned Parcels

City Owned
Parcels



Map created on September 18, 2019

South Miami Community Redevelopment Agency

PARKS & RECREATION



Parks



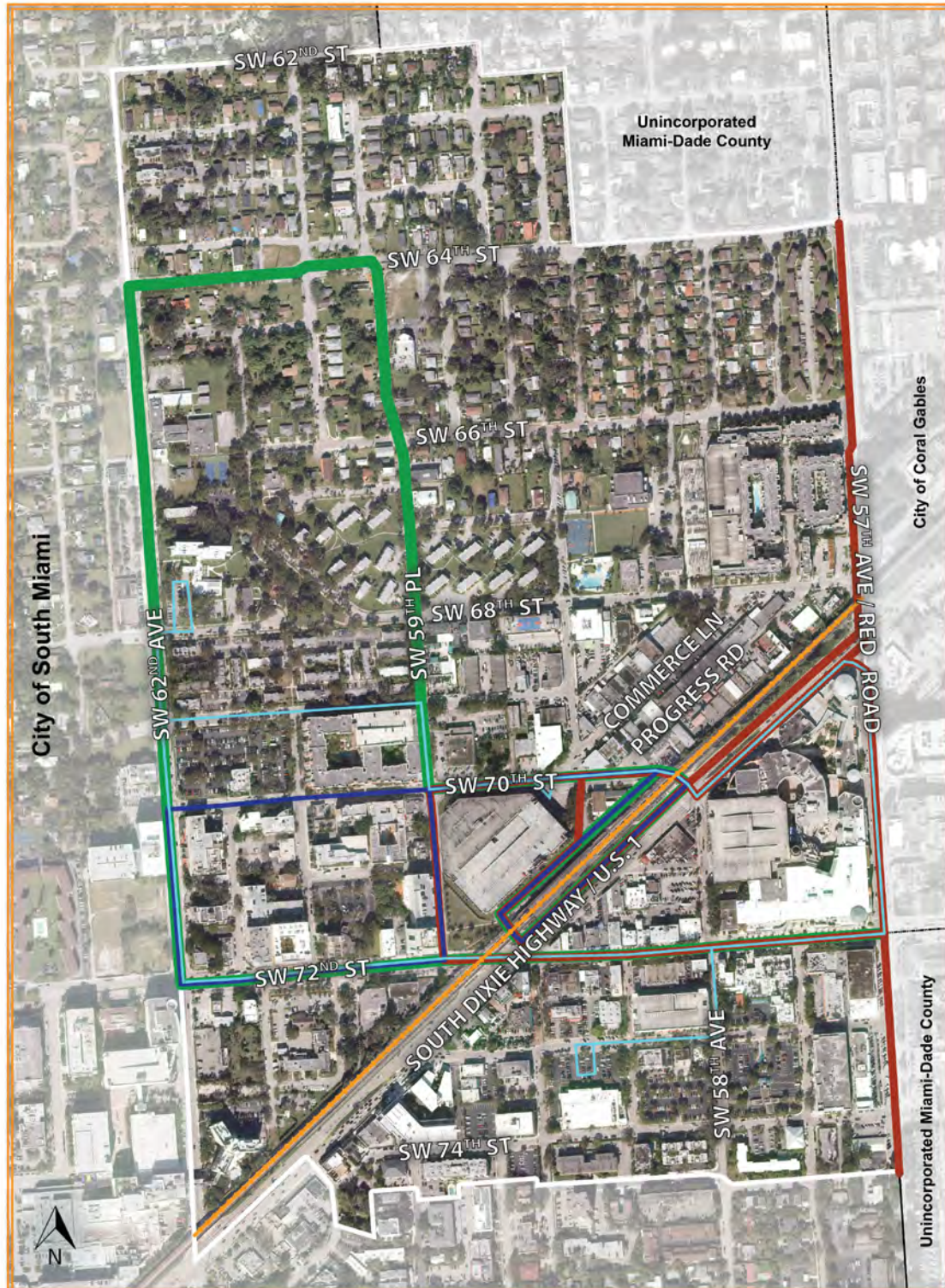
Recreation



Map created on September 18, 2019

South Miami Community Redevelopment Agency

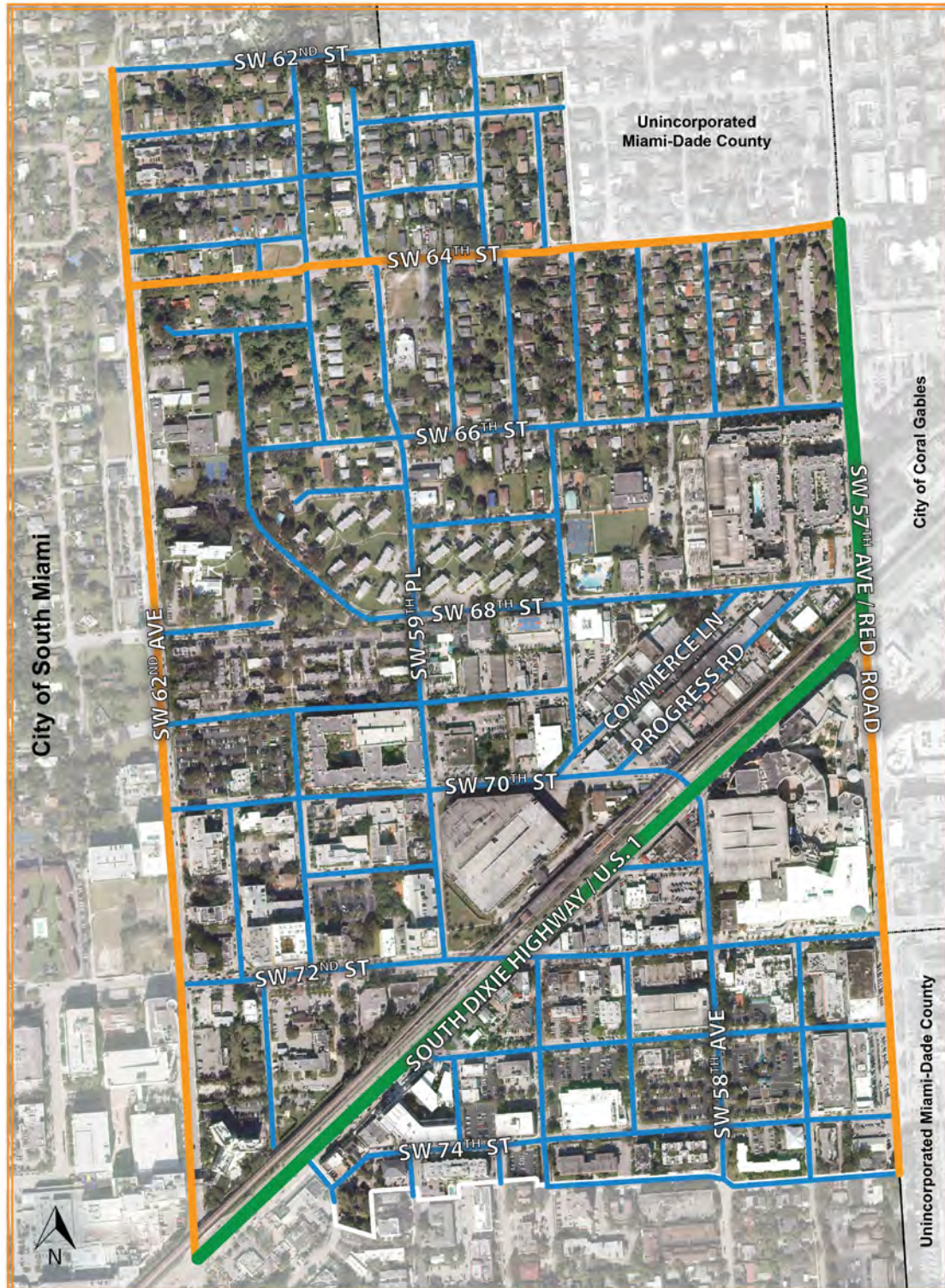
PUBLIC TRANSIT ROUTES



Map created on September 18, 2019

South Miami Community Redevelopment Agency

ROADWAY JURISDICTION



State
Roads

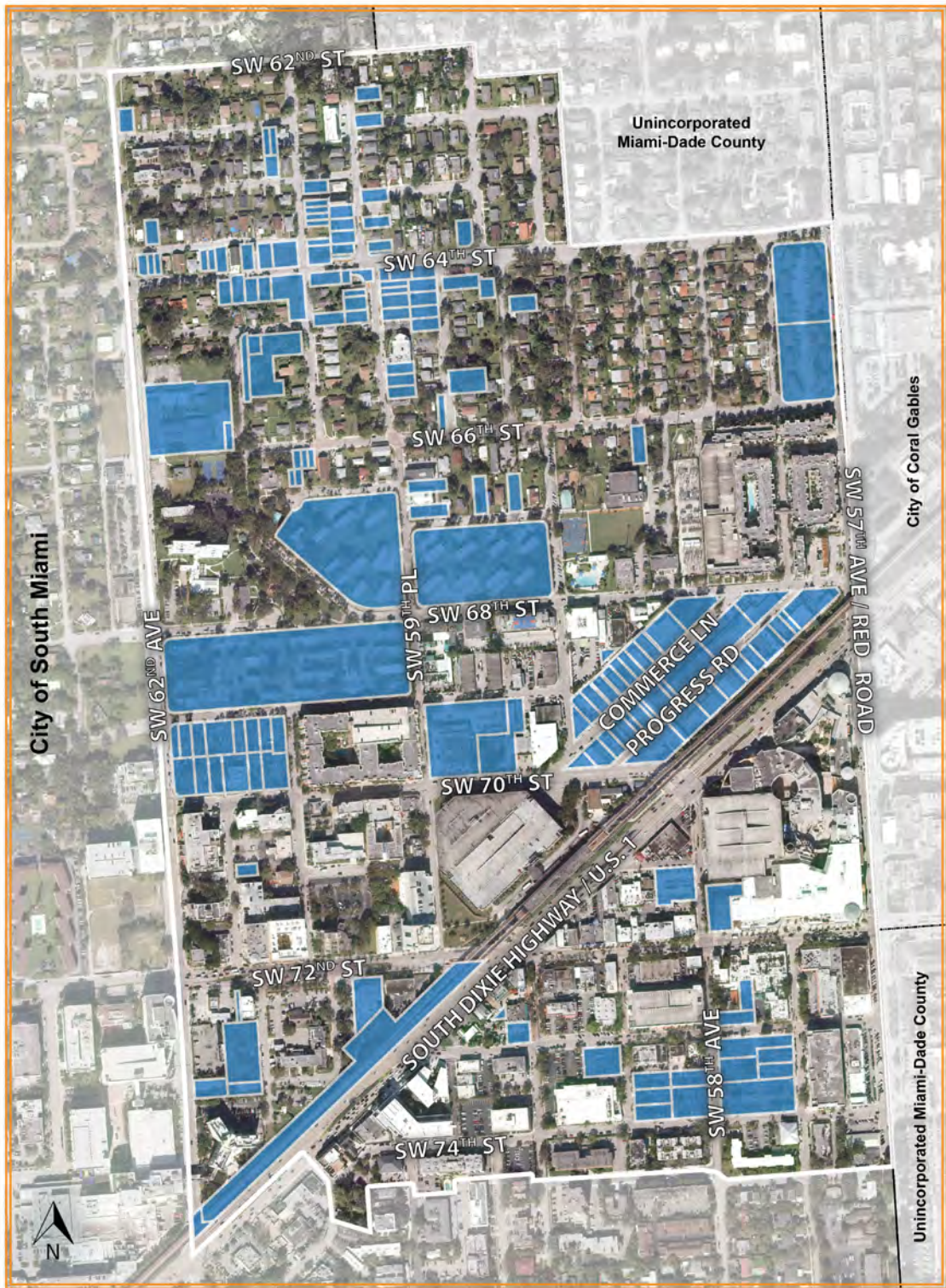
County
Roads

City
Roads



Map created on September 18, 2019

UNDERUTILIZED PARCELS





PREPARED BY
KCI TECHNOLOGIES, INC.



DELRAY BEACH OSCEOLA PARK NEIGHBORHOOD 2019 REDEVELOPMENT PLAN UPDATE



OSCEOLA PARK NEIGHBORHOOD

2019 REDEVELOPMENT PLAN UPDATE
JULY 2019





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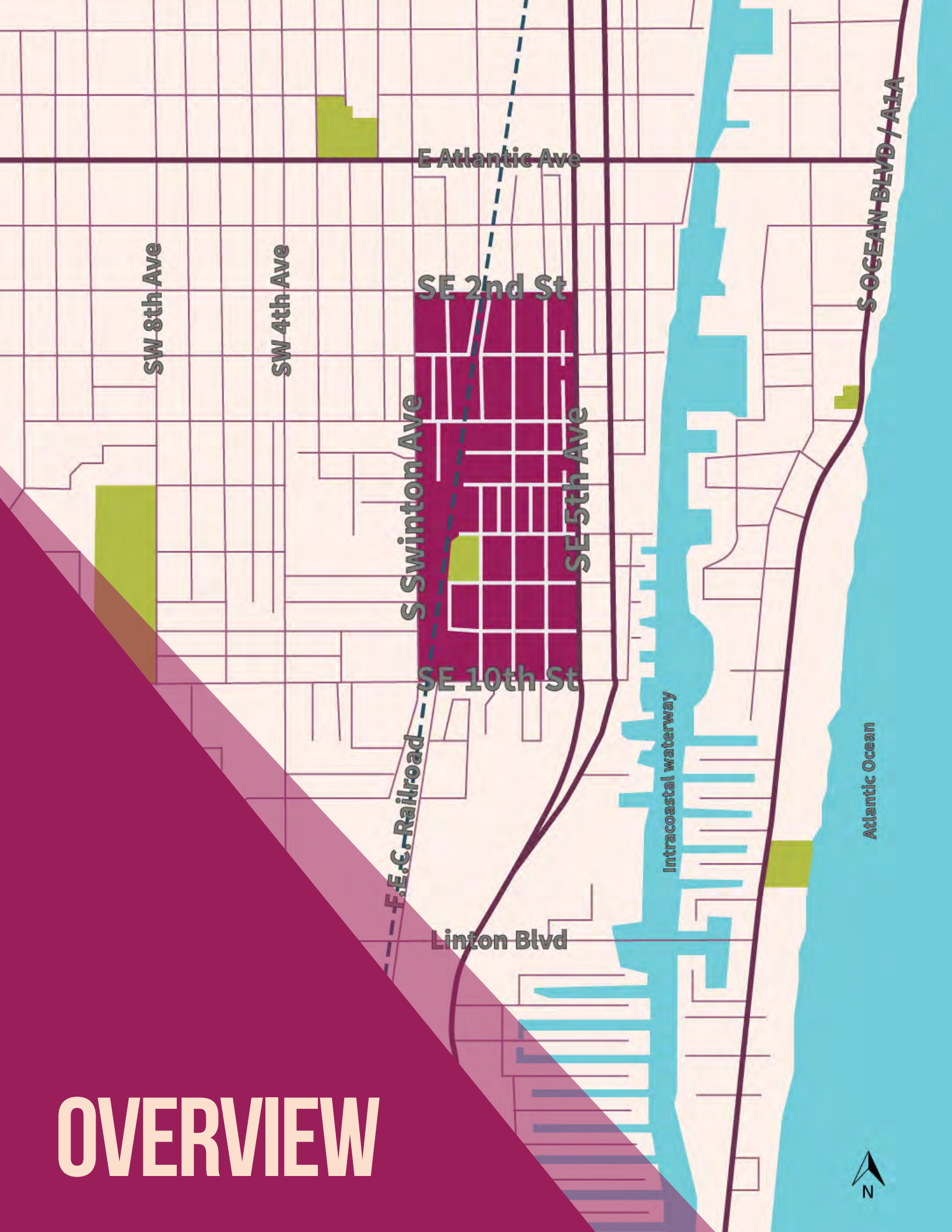
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OVERVIEW





EXECUTIVE SUMMARY

The Osceola Park Neighborhood is one of eight (8) sub-areas identified in the Delray Beach Community Redevelopment Area (CRA). The City of Delray Beach CRA Community Redevelopment Plan was last updated in 2014, and the sub-areas each have an individualized plan. The first Osceola Park Redevelopment Plan was adopted on December 6, 2004. This update to the 2004 Plan identifies the current and future needs for the Osceola Park Neighborhood. The Plan identifies assets of the area, evaluates the existing and potential uses, and identifies specific measures to facilitate new development and enhance the quality of life for the neighborhood.

LOCATION

The Osceola Park Neighborhood area encompasses approximately 170 acres and is located immediately south of the Central Business District (CBD). It is bordered by SE 5th Avenue (Federal Highway southbound) on the east; S Swinton Avenue on the west; SE 2nd Street on the north; and SE 10th Street on the south. The Florida East Coast (F.E.C.) Railway bisects the area, running diagonally from northeast to southwest. Three-quarters of the area is located east of the railway and is represented by the Osceola Park Neighborhood Association. There is no formal neighborhood association for the portion of the study area located west of the F.E.C. railroad corridor.



NEIGHBORHOOD CHARACTER AND CONDITIONS

Originally established in 1913, Osceola Park was one of Delray Beach's first planned neighborhoods. To this day, the core of the neighborhood consists of single-family residential uses. A historic central east-west corridor, SE 5th Street, features a tree-lined median. The neighborhood edges are represented mostly by commercial and industrial uses, as well as some newer multi-family developments. The F.E.C. railroad corridor, located on the west side, is lined by the industrial businesses, and also presents compatibility challenges, such as dead-end streets, noise, and a need for buffering. Overall crime is low, and the community members actively interact with the City and CRA staff, as well as with each other through regular gatherings, art events, and recreational events at Currie Commons Park.

NEIGHBORHOOD PRIORITIES

The Plan outlines five (5) priorities, along with strategies and action steps to address them. The priorities were developed with input from the public at two public involvement meetings held on November 08, 2018 and March 14, 2019, respectively. The priorities are summarized below:

1. Osceola Park residents wish to enhance the **neighborhood identity and character** by bringing in the local culture, physically improving the area with gathering spaces and buffering the single-family area from the commercial/industrial areas to the west. Owner-occupied residences have declined, and one of the focuses of this plan is to develop conditions that increase homeownership.
2. The business community in Osceola Park was developed over time and does not have a cohesive theme. The commercial properties appear to be out of harmony with the adjacent residential community, not only in appearance but also in regard to the specific uses. **Property investment and business development** priorities in this plan address the disconnection and guide new businesses to serve the neighborhood needs, as well as offer more local leisure opportunities.
3. Recognition as a **sustainable neighborhood** is a desire voiced by the Osceola Park residents. Strategies to do so address energy efficiency through home improvement grants and unique approaches to managing stormwater to prevent future flooding and respond to climate change.
4. The history and age of structures in this early 20th Century neighborhood, plus the residents' interest in preserving the community's character, lead to recommendations for analysis of the creation of a local **conservation district**. This type of district may include design guidelines and historic markers for individual properties.
5. A unique characteristic of Osceola Park is the high value of public art. The community has regular "Art in the Alley" events, where local artists gather to embellish the fences in the alleys with art. Attention to neighborhood **beautification** that includes public art initiatives is a priority of this plan, including building appearance and murals along



the railway corridor. Incorporating public art and **streetscape improvements**, particularly at the neighborhood entries, the SE 5th Street median, and in the park, compliments the beautification strategies already underway by the residents.

CONTRIBUTING PLANS AND PUBLIC PARTICIPATION

This redevelopment plan update builds upon the resident-driven Community Based Master Plan for Osceola Park, which was written by Osceola Park residents in 2016. The residents outlined their concerns for the community and what they want to see in the future for Osceola Park. This Plan takes in many of the residents' recommendations.

Prior to this update, the City of Delray Beach approved the June 2018 Preliminary Design Report for the Osceola Park Neighborhood Improvements. This CRA-initiated report provided recommendations for improvements to roadways, traffic calming, stormwater, and utilities. Studies in the report were prompted by the Osceola Park Redevelopment Plan, as well as the Community Based Master Plan for Osceola Park.

Finally, through the process of the redevelopment plan update, public outreach was incorporated. In conjunction with the City and CRA staff, the consulting team led meetings to generate feedback on programs, projects, and experiences meeting the vision of Osceola Park.

Special thanks and acknowledgments of their contributions to the Plan update:

- ▶ Residents of the Osceola Park Neighborhood
- ▶ Delray Beach Community Redevelopment Agency
- ▶ City of Delray Beach



2019

REDEVELOPMENT

PLAN UPDATE



2019 REDEVELOPMENT PLAN UPDATE

THE PLANNING PROCESS

The original Osceola Park Redevelopment Plan was adopted by the City Commission on December 6, 2004. The update of the Osceola Park Redevelopment Plan started with a field inventory of the neighborhood. The resulting Area Inventory and Opportunities Report is an evaluation of roadway corridors, lighting, landscaping, utilities, land uses, and forms of circulation.

Public participation included a visioning meeting to gather input for the future vision of the neighborhood. The timing of the update coincided with the completion of a study and design report, the Osceola Park Neighborhood Improvements Report prepared by Mathews Consulting, a Baxter and Woodman Company. Moreover, the report was managed through the City's Public Works Department. The report focused on improvements of streets and alleys, traffic calming, stormwater, and utilities in the Osceola Park Neighborhood. Since many of the original redevelopment plan's recommendations focused on issues of parking, safety, and traffic calming, the recommendations that resulted from the study helped to shape recommendations provided in this redevelopment plan.



PUBLIC OUTREACH

To facilitate the update, the Osceola Park residents were in attendance at public outreach meetings in November 2018 and March 2019. Over thirty (30) residents attended one or both meetings.

The first public outreach meeting focused on gathering input on the community's vision for the Redevelopment Plan Update. A discussion was facilitated, identifying current concerns. It also involved an update from the Public Works staff and Mathews Consulting, to provide an overview of the planned improvements in the second meeting of the Osceola Park Neighborhood Improvements Report.

The second public outreach meeting was used to present the stakeholders with a set of priorities, strategies, and action steps, which were based on the community feedback from the first public outreach meeting. Through an online survey created by KCI Technologies, Inc., stakeholders were able to vote directly from their mobile device if the seventy two (72) proposed strategies and action items should be included or omitted from the final Plan Update. For stakeholders unable to access the online survey, KCI Technologies, Inc. conducted a hand count for each action item; the votes were tallied and recorded. The seventy two proposed action items were divided into five (5) categories, based on their relation to the priority topic. The five priority topics, which were introduced and summarized on [page 6](#) of this document, include:

- ▶ Priority 1 - Neighborhood Identity and Character
- ▶ Priority 2 - Property Investment and Business Development
- ▶ Priority 3 - Creating a Sustainable Neighborhood
- ▶ Priority 4 - Creation of a Conservation District
- ▶ Priority 5 - Streetscape and Beautification



OTHER PLANS

The Osceola Park Neighborhood Plan Update utilizes information from previous neighborhood plans and studies, as well as coordination with the City of Delray Beach Development Services staff and the Delray Beach CRA staff. Engagement and input from the City of Delray Beach and Osceola Park were essential for a cohesive update of this plan.

Many of the neighborhood improvements that are being implemented are a result of recommendations presented in the original Osceola Park Redevelopment Plan (2004). They include roadway improvements (reconstruction, mill and overlay, and paving of alleyways), traffic calming (chicane installation and speed humps at neighborhood entries), stormwater improvements (new swales, new pipe and inlet construction), and water and sewer lining and replacement. This meeting provided an opportunity for the attendees to review the projects forthcoming. The final Plan recommendations were formed by the public input, as well as the data and analysis collected prior to the public outreach meetings.

In addition, a review of the following recent plans was conducted to include the necessary conditions and recommendations into this update of the Osceola Park Neighborhood Redevelopment Plan.

- ▶ City of Delray Beach Community Redevelopment Plan (2014)
- ▶ Community Based Master Plan for Osceola Park (2016)
- ▶ Osceola Park Neighborhood Improvements – Preliminary Design Report (2018)
- ▶ Osceola Park Neighborhood Area Inventory and Opportunities Report (2018)



FUNDING FOR PROJECTS, PROGRAMS, AND EXPERIENCES

The primary funding source for CRA activities is the Redevelopment Trust Fund. This fund is the depository for all TIF revenues generated within the Community Redevelopment Area. Other funding sources include grants, bonds, and loans. Osceola Park is a neighborhood within the Delray Beach CRA, and has a specific budget listed in the City's 5-Year Capital Improvement Plan. Infrastructure improvements identified in the update can be funded by the CRA or partners with the CRA. For example, infrastructure improvements identified in the City of Delray Beach CRA Redevelopment Plan were further developed in the Osceola Park Neighborhood Improvements Project, and funded by the CRA in the City's 5-Year Capital Improvement Plan.

Partnerships with public and private organizations to help leverage investments in the Neighborhood also serve as a funding mechanism. The CRA has developed the A-GUIDE: Achieving Goals Using Impact Driven Evaluation, a methodology for verifying alignment and effectiveness of the programs and activities it supports. While the CRA and City are the primary entities responsible for implementing the Redevelopment Plan, several of the overall needs identified in the plan can more effectively be addressed through partnerships with other organizations. Strategic alliances between the CRA and nonprofits has the potential to enhance the success of efforts in the areas of Affordable Housing, Recreation and Cultural Facilities, and Economic/Business Development.





NEIGHBORHOOD OVERVIEW

BACKGROUND AND HISTORY OF THE AREA

The Osceola Park subdivision was established in the early 1900s south of downtown Delray Beach between the Florida East Coast Railroad tracks, the Florida East Coast Canal, and the intracoastal waterway. The neighborhood was considered very progressive for its time with cement sidewalks, paved roads, a central sewer system, and electrical access. In addition, two parks - Currie Commons and a ball field - were set aside in the development, and shade and palm trees were systematically planted on the neighborhood's main streets.

George G. Currie and F. J. Lewis, of the Currie Investment and Title Guaranty Company, recorded the plat for Osceola Park in January of 1913. Designed in a grid pattern, the lots were primarily 50.5 feet wide and 132.5 feet deep. At that time, subdivisions platted in a grid pattern were typical in Florida. In fact, many early subdivisions planned by speculators throughout the country were platted in this configuration. Because speculative real estate development in Delray Beach was evolving into a lucrative business geared to a quick and maximum return on investment, the grid pattern was practical. It simplified surveying, minimized legal disputes, maximized the number of lots and houses on the land, and facilitated the rapid buying, selling, and improvement of real estate. The streets in Osceola Park were named after local pioneers such as Sundry, Ingraham, and Blackmer (today the streets and avenues are numbered).

(Tropical Sun, January 2, 1913).

George Currie actively promoted Osceola Park in both the Palm Beach Post and Tropical Sun with articles and advertisements featuring the “high-class” residential area of Delray Beach (Palm Beach Post, December 4, 1913; Tropical Sun, January 2, 1913). As one of Delray Beach's first planned neighborhoods, Osceola Park was very successful and lots were quickly sold. By 1914, thirty houses were already located in the subdivision and many more were planned for construction.



To fill up the subdivisions and satisfy the housing shortage in the City, the Delray Realty Board initiated a “Build A Home” program in 1925. In order to shape Delray Beach into “a metropolis of the first order,” the townspeople were asked to build at least one house to sell on a speculative basis or rent to seasonal visitors (The Delray News, August 8, 1925). At this time, subdivisions such as Osceola Park and Dell Park remained appealing locations for new construction. In 1925, twenty “moderately- priced homes” were built in Osceola Park for sale or rental (Palm Beach Post, July 26, 1925). Like the commercial buildings and hotels being constructed at this time, many of the residences exhibited Mediterranean Revival or Mission style architecture. However, the Bungalow style was also prevalent in the 1920s. While many historic structures in the neighborhood are older than 40 years, the neighborhood is not currently designated as a historic, conservation, or heritage district.

DEVELOPMENT PATTERN

The Osceola Park neighborhood currently contains a mix of residential, commercial, light industrial, and community facility land uses. Residential development, primarily single-family residences, accounted for the majority of the total land area of the neighborhood. Ninety percent (90%) of the Osceola Park Neighborhood is single-family with low rise duplexes and triplexes interspersed throughout the neighborhood. It is the intent of this plan to provide for the type and intensity of uses that are appropriate, based on the location of the property, the configuration of the particular parcels, and the nature of the surrounding permitted and historic uses.

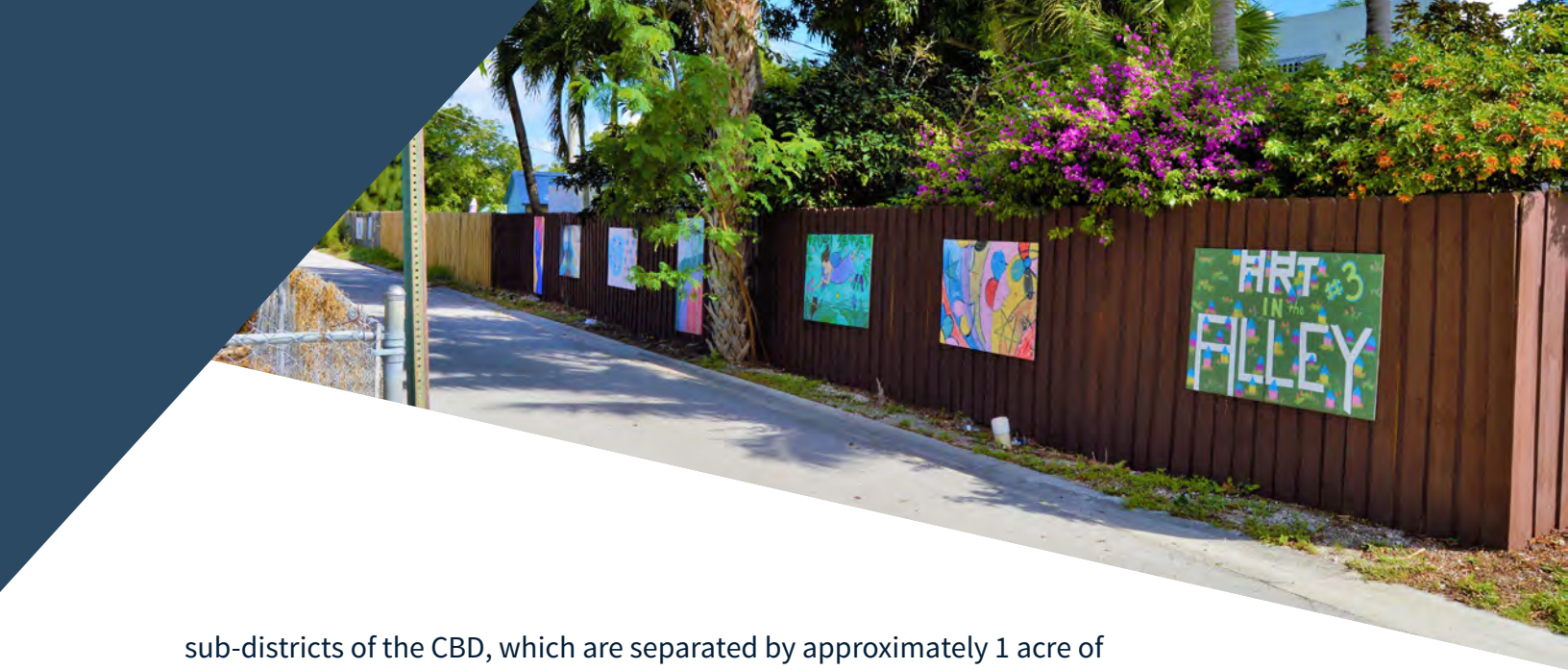
Consistent with the built development pattern, the predominant Future Land Use of the properties in the neighborhood is Low Density Residential 0-5 dwelling units per acre (LD), which allows for single-family homes. The neighborhood has smaller areas with non-residential and multi-family residential Future Land Use designations, including the following:

- ▶ Commercial Core (CC);
- ▶ Medium Density Residential 5-12 dwelling units per acre (MD) – Multi-family Uses; and
- ▶ Smaller areas of General Commercial (GC), Open Space (OS) and Community Facilities (CF).

Non-residential uses are primarily located around the edges of the neighborhood, along SE 2nd Street, SE 5th Avenue, and the F.E.C. railroad corridor. Warehouses make up 68% of the non-residential uses and account for approximately 10% of all the uses in Osceola Park.

This type of development is primarily found near railroad corridors in the neighborhood, which is a consistent development pattern in historic south Florida communities. The remainder of the existing non-residential land is typically single-use commercial development.

The Central Business District zoning extends along the western and northern edges of the neighborhood. The CBD allows for higher densities and mixed-use development to foster compact, pedestrian-oriented development. The neighborhood has two areas in two distinct



sub-districts of the CBD, which are separated by approximately 1 acre of small parcels zoned RM (Medium Density Residential) at the northern edge of the neighborhood. The first area is located along the railroad corridor and is in the Railroad Corridor Sub-District. The second smaller area is in the Central Core Sub-District, and is located in the northeastern portion of the neighborhood fronting on SE 5th Avenue.

Two new developments have recently occurred in the Railroad Corridor Sub-District within the neighborhood boundaries, including a portion of the mixed-use development called “The Mark Downtown” and a property, located at 301 SE 1st Avenue, is in for permit for a project with 45 apartment-style units with 4,500 square feet of office.

Two open space/recreation properties are located in the neighborhood: Currie Commons Park with a little league ball field and playground, and a narrow green space between the F.E.C. railroad corridor and Swinton Avenue, at the southwest end of the neighborhood.

RESIDENTIAL DEVELOPMENT

Single-family residential is the predominant land use in the neighborhood. Over half of these residential structures in the Osceola Park Neighborhood are at least 40 years old. East of the F.E.C. railroad corridor, within the single-family portions of the neighborhood, are a number of small-parcel duplex and multiple family developments scattered among the single-family residences.

Single-family homes in the neighborhood are generally in good condition with isolated instances of distress. However, a number of properties have front yards in need of landscape improvements, such as the installation of sod or other ground cover and planting of decorative shrubbery. Fencing is an additional item identified in the field analysis; a small amount of homes throughout the Neighborhood were observed to have 6’ high fencing along the front of the property. This can have several adverse reactions on the neighborhood, including increasing opportunities for crime by reducing visibility and “eyes on the street;” hiding the structure and its architectural character, which greatly contributes to the overall character of the community; creating the perception that the neighborhood is secluded and uninviting.



To preserve the single-family character of the neighborhood, it is the intent of this plan that all new residential development or redevelopment, located east of the railroad, continue to be single-family detached housing within the existing Low Density Residential future land use designation.

A mix of non-conforming duplex and multi-family structures exist in the single-family district. Absentee or inattentive landlords have resulted in some deteriorating duplex and multi-family properties. Lack of building maintenance (painting, window and door repair, etc.), inadequate and overgrown landscaping, vehicle crowding and over parking are the most evident issues and commonly raised by residents. Combined, these issues have a blighting influence on the neighborhood.

NEIGHBORHOOD INVESTMENTS

Given the limited amount of vacant land, future development in the Osceola Park Neighborhood will consist primarily of infill development, redevelopment, and rehabilitation of existing properties. It is the intent of this plan to encourage improvements that facilitate continued investment in the area that are not already being addressed through the on-going Osceola Neighborhood Improvements Project.

Overall, the neighborhood has a fully developed infrastructure system. Both the Area Inventory & Opportunities Report, as well as the Preliminary Design Report for Osceola Park Neighborhood Improvements have indicated localized flooding is an issue on some streets, which is impacted by poorly maintained swales with improper grading. Street lighting is provided, but the lighting level is inconsistent in some areas and not at a pedestrian scale.

The Osceola Park Neighborhood Improvements Project analyzed the current conditions of the stormwater system, sanitary sewer system, water mains, street lighting, and 3.9 miles of roadways, alleyways, sidewalks, swales and driveways, and provided project recommendations to address some of the neighborhood's infrastructure deficiencies with funding from the Delray Beach Community Redevelopment Agency; improvements are in process. The following is a summary of potential improvement projects specific to the Osceola Park Neighborhood Redevelopment Plan Update:

Neighborhood Resiliency

Residents in the neighborhood are concerned with the impacts of climate change and the potential local impacts on the neighborhood, including localized flooding. Further, these issues could be compounded by the infill and redevelopment as the amount of impervious surfaces increase. Throughout the Plan pervious pavement, bioswales and other types of resiliency adaptation strategies are strongly emphasized. The neighborhood commitment to sustainability and resiliency was emphasized in their 2016 Community Based Master Plan. Residents are interested in strategies that support climate change mitigation as well as localized adaptation strategies.



Lighting

This Plan Update emphasizes the importance of adequate lighting throughout the neighborhood and encourages pedestrian activity. Within the neighborhood, lighting is not consistently provided on both sides of the streets. While some of the private properties have lighting in their front yards, which provides some spillover lighting to the adjacent public sidewalks, lighting is overall inconsistent throughout the neighborhood. The Osceola Park Neighborhood Improvements Project and the 2016 Community Based Master Plan also addressed the need for new pedestrian-scale light posts on the residential streets. Lighting should be reevaluated in the neighborhood after the completion of the neighborhood improvement project.

Landscape

A variety of types and conditions of landscaping are found within the neighborhood as is typical in many older South Florida neighborhoods. Trees that provide shade to neighborhood sidewalks are sparsely located along roadway corridors in residential areas, with some shade tree clusters in front of individual lots. Some newer, curbed planter beds are on corners at the perimeters of the neighborhood and along SE 5th Avenue. SE 5th Street, which serves as a central gateway into the neighborhood, has a planted median with large oak trees. However, the ground cover and shrub material is not consistent, nor themed in a way that enhances the character of the neighborhood. Landscaping is an important component of the Plan Update as it provides pedestrian shade and enhances the architecture and character of the neighborhood.

Parking

It is important to reduce excessive parking along residential roadways, particularly in the swales, and in many instances in front yards to provide a more aesthetically pleasing and improved pedestrian safety by limiting vehicles backing out over sidewalks. The Plan Update encourages the use of alleys to access parking in the rear. With more utilization, the alleys are activated spaces with natural surveillance in the area to help deter criminal activity. Another focus of the Plan Update is to address the need for additional parking for businesses in the railroad corridor area.



NEIGHBORHOOD OPPORTUNITIES

PRIORITY 1: NEIGHBORHOOD IDENTITY & CHARACTER

Create a vibrant and artistic neighborhood with a strong identity, sense of history and community.

Osceola Park is a walkable, early 20th Century neighborhood that has a strong arts and cultural identity. While the single-family neighborhood is located near downtown Delray Beach's lively Atlantic Avenue, the neighborhood has retained a more relaxed old Florida character filled with charming homes representing the continuum of Florida residential development. The neighborhood association has initiated grassroots efforts to create community and identity through the arts, e.g. the Art in the Alley program. Expanding on the grassroots initiatives and neighborhood charm is key to further convey the character of the neighborhood and to continue to develop its strong sense of community. Cohesive signage, enhanced neighborhood entryways, and improved landscaping are examples of strategies that can be expanded upon to enhance neighborhood identity. Continued investments of time and financial support from the CRA for arts initiatives and cultural and art events will support the resident group's grassroots efforts.



STRATEGY SPOTLIGHT

EXPERIENCING LOCAL ART AND CULTURE

FATVillage Art Walk, Fort Lauderdale, FL

ArtWalk Last Saturdays is an event in the FATVillage Arts District in Fort Lauderdale where local artists, artisans, and food vendors enrich visitors with their culture. Different vendors apply and are selected each month, bringing various options to visitors. The FatVillage Art Walk occurs on the final Saturday of every month, bringing a consistent and vibrant community event with economic activity.

GETTING STARTED IN OSCEOLA PARK...

The first step in implementing an ArtWalk in the neighborhood would be to map the existing *Art in the Alley* locations with the neighborhood group providing the program locations. The CRA could create the map, marketing materials, and host information about the program on their website. This program could be further highlighted with an arts and/or food festival at Currie Commons Park. The neighborhood in conjunction with the CRA could plan and advertise the event with the neighborhood group providing art walking tours from the park.

STRATEGY 1.1: PRESERVE THE SINGLE-FAMILY NEIGHBORHOOD AND ENCOURAGE OWNER-OCCUPIED HOMES

ACTION ITEMS:

1. Maintain the single-family land use designation
 - ▶ Alternatives such as townhomes were considered, but the majority of the neighborhood favored single-family
2. Homeownership workshops
3. Façade or renovation grants
4. Support neighborhood group events and meetings
 - ▶ Provide meeting facilities
 - ▶ Advertise for neighborhood meetings, including posting on CRA or City webpage
 - ▶ Provide staff facilitation of meetings upon request
5. Improve neighborhood appearance with investments in landscaping and public art

STRATEGY 1.2: NEIGHBORHOOD IDENTIFICATION, ENTRYWAY FEATURES, AND BEAUTIFICATION

ACTION ITEMS:

1. Add signage at the main neighborhood entry points, particularly SE 5th Street that identifies the neighborhood and its historic past
2. Identify key locations throughout the neighborhood for public landscaping improvements and provide landscaping:
 - ▶ SE 5th Street median
 - ▶ Along the F.E.C. railroad corridor at the end of residential streets
3. Add public art in the neighborhood entry areas, along the F.E.C. railroad corridor, and in Currie Commons Park



STRATEGY SPOTLIGHT

DOWNTOWN BOCA RATON PAVEMENT SIGNAGE

Boca Raton, FL

Boca Raton has installed directional signage on the sidewalks of its downtown to guide visitors. The signs are vinyl decals affixed to the pavement to promote Boca Raton attractions. The location to these locales are indicated by an arrow and distance in feet. The decals will be a part of a broader wayfinding system for Downtown Boca Raton.

GETTING STARTED IN OSCEOLA PARK...

Pavement signage is a creative nontraditional form of signage that would work well with the artistic character of Osceola Park. This signage could be used for general wayfinding and to highlight the historic significance of the residential and commercial areas. To get started, the CRA could install pavement signage that provides wayfinding and emphasizes the artistic and historic character of the neighborhood. Signage could also be effective at providing wayfinding and highlighting the Caribbean heritage of the business district along the F.E.C. railroad corridor within the neighborhood.



STRATEGY 1.3: COMMUNITY GATHERING SPACES

ACTION ITEMS:

1. Improve and expand park facilities and programming at Currie Commons Park, including adding wayfinding signage; ensuring safe and convenient access for all users; repairing damage to the pathway and fencing.
2. Expand upon park and recreation opportunities for multi-generational users
3. Acquire land to create a centrally-located neighborhood park (longer term priority)

STRATEGY 1.4: EMPHASIZE ART

ACTION ITEMS:

1. Commission new murals in the neighborhood, within the commercial area, and along the F.E.C. railroad corridor
2. Continue “Art in the Alley” events
3. Create a map and online materials for the “Art in the Alley” program
4. Develop additional Arts and Cultural special events within the neighborhood

PRIORITY 2: PROPERTY INVESTMENT & BUSINESS DEVELOPMENT

Encourage adaptive reuse and infill development within and around the neighborhood while respecting the single-family character in the heart of the community.

Commercial uses are found within walking distance to the neighborhood. While proximity to commercial uses allows residents to walk to businesses, there is limited buffering and transition between the residential and non-residential uses. The commercial area within the neighborhood adjacent to the Florida East Coast Railroad right-of-way has some industrial uses. Parking and lack of pervious surfaces and landscaping are long-standing concerns in this area. In addition, there is a lack of cohesive branding and identity that could facilitate new investment in the area. New uses that are more desirable to nearby residents, such as a brewpub, would create a stronger connection between the commercial areas and the residential area of the neighborhood.



STRATEGY SPOTLIGHT

BENZAITEEN CENTER FOR CREATIVE ARTS

Artisinal Industrial District, Lake Worth, FL

The Benzaiten Center is a private nonprofit organization whose goal is to infuse artistic and community values all within one industrial building. The organization provides local artists with the studio space, and equipment necessary to create pieces that are treasured by the surrounding community. The center offers artistic craftsman workshops such as glassblowing, and flameworking. The Benzaiten Center as well as Matthews Brewing Company, a popular brewpub, are permitted within Lake Worth's Artisanal Industrial District, which promotes office and industrial uses related to or complementary to the arts.

GETTING STARTED IN OSCEOLA PARK...

To begin this investment in diversifying the neighborhood uses, CRA and City staff should identify potential industrial spaces that could support a creative cultural project in the neighborhood's CBD-Railroad Corridor Sub-District. An incubator project like the Benzaiten Center could enhance the connection between the neighborhood and the existing industrial business area.

STRATEGY 2.1: CREATE OPPORTUNITIES FOR NEW COMMERCIAL REDEVELOPMENT AND ADAPTIVE REUSE IN THE NEIGHBORHOOD (SE 2ND AVENUE & SE 5TH AVENUE)

ACTION ITEMS:

1. Encourage redevelopment or adaptive reuse of existing properties in the commercial districts
2. Introduce a theme based on local art, culture, and historical elements
3. Actively encourage new and existing business participation in the following existing CRA programs, such as, but not limited to:
 - ▶ Job Creation Bonus Program
 - ▶ Land Value Investment Program
 - ▶ Development Infrastructure Assistance Program
 - ▶ Community Sponsorship Program

STRATEGY 2.2: BRANDING AND MARKETING THE SE 2ND AVENUE COMMERCIAL AREA

ACTION ITEMS:

1. Honor the Caribbean heritage and culture along SE 2nd Avenue through commercial district branding
2. Inventory the businesses and proprietors to develop branding strategies for the business district area
3. Seek grant funding for a potential cultural district, business development, and façade improvements
4. Increase landscaping where feasible in the commercial district



STRATEGY 2.3: CREATE A TRANSITION BETWEEN THE SINGLE-FAMILY AREA FROM THE MORE INTENSE COMMERCIAL AND INDUSTRIAL USES

ACTION ITEMS:

1. Seek grants to address buffering with landscape walls in the transitional areas between single-family and non-residential uses
2. Support CBD zoning along Federal Highway, to use form-based techniques to provide a good transition to the neighborhood
3. Evaluate rezoning the Medium Density Multiple Family Residential (RM) District to Residential Office (RO) along SE 2nd Street

STRATEGY 2.4: DIVERSIFY THE TYPES OF COMMERCIAL USES IN THE NEIGHBORHOOD TO APPEAL TO A WIDER DEMOGRAPHIC

ACTION ITEMS:

1. Research neighborhood impacts of allowing breweries and other commercial uses in warehouse / industrial spaces
2. Market the area to services that attract neighbors within walking distance
3. Introduce parking incentives for redevelopment of properties with uses that are walkable or ideal for ridesharing



PRIORITY 3 - CREATING A SUSTAINABLE NEIGHBORHOOD

Invest in sustainable infrastructure improvements and education that address stormwater, native plant materials, and reduce the carbon footprint of the neighborhood.

Residents in the neighborhood are concerned with the impacts of climate change and the potential local impacts on the neighborhood, including localized flooding. Further, these issues could be compounded by the infill and redevelopment as the amount of impervious surfaces increase. The neighborhood commitment to environmental and resiliency was emphasized in the 2016 Community Based Master Plan and in this priority. Residents are interested in strategies that support climate change mitigation as well as localized adaptation strategies.



STRATEGY SPOTLIGHT

ST. PETE PIER

St Petersburg, Florida

The Tampa Bay region is striving to create a more sustainable region through effective stormwater management to protect the ecology of the bay. The City of St Petersburg has begun the transformation of the St. Pete Pier, which is part of the *St. Petersburg Downtown Waterfront Master Plan*. In this project, the city is utilizing the implementation of lawns and bioswales to transform the aesthetics and stormwater properties of the area.

GETTING STARTED IN OSCEOLA PARK...

The first step in implementing biolawns in Osceola Park is to educate the community and contractors on available informational resources, including the University of Florida's Florida-Friendly Landscaping Program, which promotes the use of native and appropriately located plant materials. Residents and businesses may improve stormwater retention and treatment on their properties through the use of native plant materials, soil amendments and rock underlayments. The City should also consider a pilot program to test the feasibility of bio-swales in residential areas in lieu of required grass-only swales.



STRATEGY 3.1: CREATE A SUSTAINABLE NEIGHBORHOOD

ACTION ITEMS:

1. Support the creation of a City-wide sustainability and climate action plan
2. Institute a program to increase tree canopy and native landscaping materials in the area
3. Allow/introduce bioswales as a pilot project within the neighborhood
4. Implement stormwater solutions as needed
5. Encourage the use of permeable surfaces when residents are installing or replacing driveways
6. Implement a maximum impervious percentage for yards, in the LDRs

STRATEGY 3.2: REDUCE CARBON FOOTPRINT IN RESIDENCES AND BUSINESSES

ACTION ITEMS:

1. Inform businesses and homeowners about loan and grant programs to add solar power, replace aging toilets and water heaters, and replace windows to meet current energy efficient standards
2. Provide education to residents and business owners regarding energy efficiency
3. Promote desired neighborhood business uses within walking distances of the neighborhood like restaurants, pubs and grocery stores





STRATEGY 3.3: INSTALLATION OF NATURAL GAS LINES FOR ENERGY-EFFICIENT APPLIANCES

ACTION ITEMS:

1. Facilitate a feasibility study with the natural gas provider to determine opportunity and cost for the installation of natural gas lines in the neighborhood

STRATEGY 3.4: IMPROVING RESIDENT SAFETY

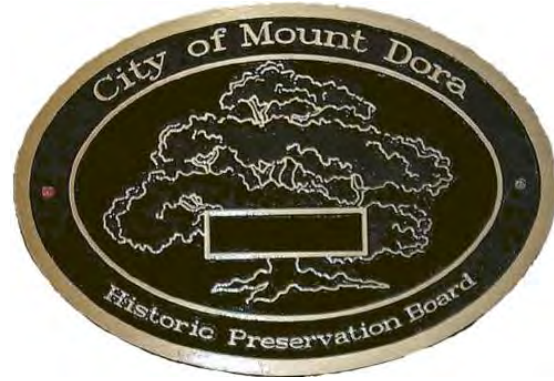
ACTION ITEMS:

1. Re-evaluate traffic speed and patterns after the completion of the road improvements and install traffic calming as needed
2. Encourage resident and neighborhood group connections with the Delray Beach Police Department
3. Improve lighting in the neighborhood that is decorative, consistent with neighborhood character, and appropriate for adjacent land uses

PRIORITY 4 - CREATION OF A CONSERVATION DISTRICT

Improvements to private and public properties will improve the aesthetic and property values in the neighborhood.

Within the Osceola Park Neighborhood, there is a great sense of place that is embraced by the residents and property owners. This sense of place has a foundation in the cohesive built environment. The residents are interested in maintaining the aesthetics of the early and mid-20th century neighborhood. The designation as a conservation overlay district or heritage overlay district would encourage the preservation of this sense of place while allowing some flexible redevelopment. A historic resources study would identify the key components for a future overlay district. Additional tools that should be considered include design guidelines, streamline permitting for specific improvements, and grant assistance.



STRATEGY SPOTLIGHT

THE HISTORIC MARKER PROGRAM

Mount Dora, Florida

The City of Mount Dora embraces its numerous historic structures through the Historic Marker Program. The program provides residents and tourists with historical and architectural information of the buildings, and helps maintain the historical properties located in the city. Local property owners are able to apply for the marker, utilizing the city's archives of historical information.

GETTING STARTED IN OSCEOLA PARK...

City staff, in partnership with the CRA, could seek out grants to fund a historic resources survey. Property owners with significant contributing properties could be approached individual for historic designation in lieu of the establishment of a formal conservation district. The survey could also be utilized to support the establishment of a conservation district that would highlight the history and architecture of the neighborhood.



STRATEGY 4.1: EXPLORE A CONSERVATION DISTRICT OR HERITAGE DISTRICT

ACTION STEPS:

- 1.** Conduct a Conservation District/Heritage District Study
- 2.** Identify neighborhood characteristics to support recognition
- 3.** Create design guidelines

STRATEGY 4.2: ACQUIRE HISTORIC MARKERS OR SIGNAGE FOR INDIVIDUAL PROPERTIES

ACTION STEPS:

- 1.** Identify properties for registration on the State's historic registry
- 2.** Identify grant funding for community signage that would convey the historical significance of the area

PRIORITY 5 - STREETSCAPE & BEAUTIFICATION

Evaluate the creation of a Local Conservation District to assist in preserving the neighborhood's sense of place.

The Osceola Park neighborhood is a desirable, walkable neighborhood. To build upon the existing assets, strategic investments are required. Beautification and landscaping projects at prominent locations, improved street lighting, and addressing fence regulations are opportunities to spur new investment and improve property values within the neighborhood. Additionally, investment in parking solutions, litter control, and property maintenance will contribute to the beautification of the neighborhood.

STRATEGY 5.1: ALLOW FOR BIOSWALES IN THE SWALES AND MEDIANS

ACTION STEPS:

1. Implement a plan for bioswales as a pilot program for citywide use
2. Prepare plant material and maintenance guidelines and requirements for residents interested in converting their swale area to a bioswale
3. Update the City's Land Development Code to address regulations after a pilot program is complete



STRATEGY SPOTLIGHT

THE PLAZA AT PROSPECT AND ANDREWS AVE FACADE IMPROVEMENTS GRANTS

Oakland Park, FL

A pair of commercial plazas developed in the 1960's and 70's stretches along a ¼ mile of roadway in central Oakland Park. The plazas needed a facelift to attract more desirable businesses and restaurants, and the business owners wanted more visibility from the street. The CRA acquired a façade improvement grant through Broward County and developed a program to improve the façades. This has led to other improvements and a renewed sense of pride by the business owners. The CRA also provided funds for parking lot improvements, new landscaping, and an electric vehicle charging station.

GETTING STARTED IN OSCEOLA PARK...

The industrial area within the neighborhood was identified in the Plan as an area with potential for redevelopment and reinvestment. CRA façade improvement grants for business are a great opportunity to provide a financial incentive to implement a themed and cohesive reimagining of a business district.

STRATEGY 5.2: REVISE FENCING REGULATIONS FOR OSCEOLA PARK IN THE FRONT YARDS OF RESIDENTIAL PROPERTIES

ACTION ITEMS:

1. Inventory fence types and characteristics (height, location)
2. Reduce the maximum fence height in front yards to 4 feet, and update the City's LDRs
3. Require green or black vinyl coating and hedges with any chain link fencing in the front yard
4. Implement a grant program to cover costs for replacing fencing that does not meet new height and material requirements

STRATEGY 5.3: IMPROVE THE APPEARANCE ALONG THE F.E.C. RAILROAD RIGHT-OF-WAY

ACTION ITEMS:

1. Identify locations for landscape buffers to be installed or enhanced, particularly at the dead-ends of roadways along the corridor
2. Identify buildings abutting the corridor that are suitable for murals and commission murals
3. Seek grant funding that will assist with landscaping



STRATEGY SPOTLIGHT

RAIL CORRIDOR BEAUTIFICATION

Boynton Beach, FL

The railways throughout South Florida run through multiple industrial areas with large surfaces, some are used as canvases. In Boynton Beach, its art district is situated near a rail corridor, which provides passengers of Tri-Rail a glance of Boynton's mural marking the art district.

GETTING STARTED IN OSCEOLA PARK...

Osceola Park is adjacent to the Florida East Coast Railway tracks, the service corridor of Virgin Trains USA (Brightline). Passengers are able to see structures as well as landscaping along the corridor. Murals commissioned and approved with neighborhood input would better market the arts and cultural assets of Osceola Park as well as Delray Beach at large. Opportunities for landscaping at the neighborhood streets that dead-end along the train tracks would improve the look of the neighborhood internally and from the passing trains.



STRATEGY 5.4: RE-EVALUATE STREET LIGHTING THROUGHOUT THE NEIGHBORHOOD

ACTION ITEMS:

1. Improve lighting in the neighborhood that is decorative, consistent with neighborhood character, and appropriate for adjacent land uses.
2. Follow the Dark Skies recommendation for lighting within the neighborhood
3. Implement the Florida Power and Light LED Street Lighting Program using decorative lighting fixtures consistent with the character of the neighborhood where feasible
4. Encourage additional exterior lighting on private properties along roadways

STRATEGY 5.5: IMPROVE RESIDENTIAL AND COMMERCIAL BUILDING APPEARANCE AS AN INDICATOR OF BEAUTIFICATION

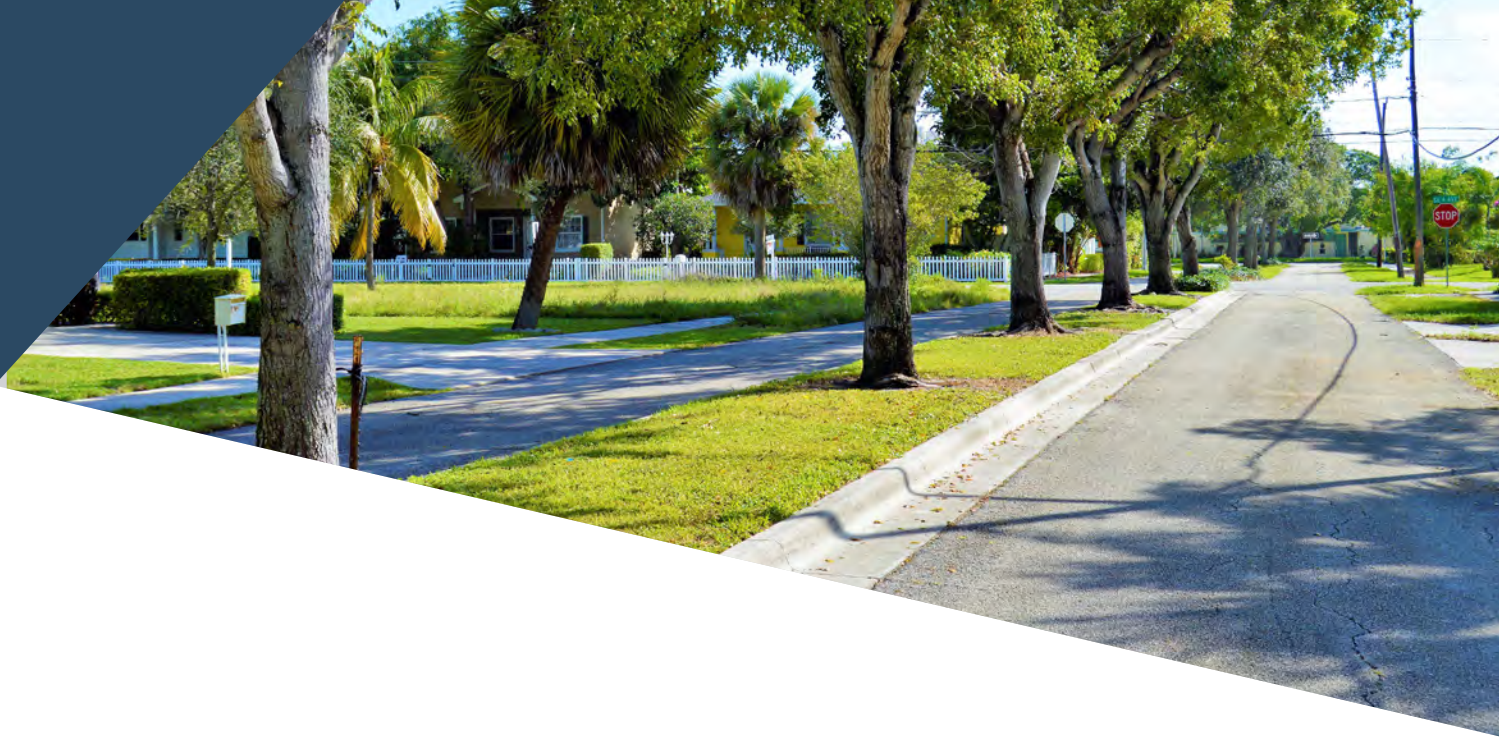
ACTION ITEMS:

1. Provide education on proper home maintenance and information on existing City and CRA programs like the home painting program
2. Host volunteer days to help improve property appearances such as paint day and yard clean-up day
3. Create a landscaping and façade improvement grant programs for both homeowners and businesses
4. Business landscaping grants for commercial properties

STRATEGY 5.6: ADDRESS REPETITIVE CODE VIOLATIONS

ACTION ITEMS:

1. Address frequent code violations in Osceola Park which include:
 - ▶ Placement of gravel in the City's right-of-way (such as the swale or part of the driveway)
 - ▶ Fences constructed without permits, some of which are not in compliance with the City's Land Development Code
 - ▶ Home renovations without permits
2. Provide education to assist residents in multi-lingual formats
3. Incentives for residential gravel driveway replacement to pervious pavers or similar products



STRATEGY 5.7: ALLOW FOR MORE PARKING OFF-STREET

ACTION ITEMS:

1. Provide grants to encourage the use of paved spaces in backyards that are accessed by the alleys
2. Identify additional locations for public parking lots in the area around non-residential uses, and acquire land and develop the parking lots.
3. Expand parking with pervious surfaces at commercial properties

STRATEGY 5.8: ADDRESS LITTER IN THE STREETS

ACTION ITEMS:

1. Coordinate with City solid waste staff for regular cleanups and placement of additional waste containers throughout the neighborhood
2. Increase the number of trash cans on the streets and in parks, as well as other interventions to reduce litter in the public parks
3. Seek business sponsorship for “Adopt-a-Street” program





NEIGHBORHOOD CONDITIONS & AREA ANALYSIS



NEIGHBORHOOD CONDITIONS & AREA ANALYSIS

DATA COLLECTION

In preparation to update this Plan, City staff compiled a database of all properties within the Study Area. The primary source of data was the Palm Beach County Property Appraiser. Additional information was obtained from field surveys conducted in the fall of 2018 as well as the Preliminary Design Report of the Osceola Park Neighborhood Improvements Project (prepared by Mathews Consulting, a Baxter and Woodman Company). The information in the database includes the property control number, property size, homestead information, existing land use, taxable and assessed values, and the last five sales prices.

EXISTING LAND USE

The study area is comprised of approximately 107 acres (not including road rights-of-way). The neighborhood area contains a mix of residential, commercial, light industrial and community facility land uses. The area also contains 16 vacant parcels. Over half of the residential land use is detached single-family residences with over one-half of the land area.

Residential Development

The Osceola Park Neighborhood has 380 properties, of which 90% are residential uses. Of those residential properties, only 34% are homesteaded. In the last two years, 50 residential properties were sold and only 5 of those sold are currently homesteaded properties. The desire to have more homeownership in the neighborhood is noted from the residents input and the Citizen's Master Plan.

There are several residential subdivisions within the neighborhood area, containing a mix of single-family, duplex and multi-family structures. Overall, the neighborhood contains 212 single-family residential units, 20 apartments/guest houses associated with single-family homes, 10 townhomes, 31 condominiums, 147 multi-family units, and 2 mixed-use properties for a total of 422 residential units.



Non-Residential Development

Non-residential development within the study area consists of a mix of commercial and light industrial land uses. Development parcels fronting on Federal Highway consist primarily of automotive sales/rental, offices and personal service commercial uses, while the area surrounding the F.E.C. Railroad in the north part of the neighborhood consists primarily of light industrial uses. The neighborhood also contains a city park, Currie Commons Park, between SE 7th and SE 8th Streets, and a public utility on SE 10th Street.

Currie Commons Park includes a lighted softball / Little League field, a multi-purpose field, a press box, concessions, restrooms, a playground, and a gazebo. According to a conditions report within the 2018 City of Delray Beach Parks Master Plan, the fields are in good condition; however, there is no signage, little to no ADA access, damage to the pathway and fencing, and the building and playground equipment are in fair condition.

Undeveloped Property

The existence of undeveloped lots indicates unproductive land use, which limits tax revenues. These lots often become dumping grounds for trash and unsightly or unsafe debris. There are 16 parcels within the neighborhood that are currently undeveloped.

Age of Buildings

A criterion to determine the need for rehabilitation is the age of the buildings. Approximately one-half of all buildings within the neighborhood were constructed before 1956. Given their age, it is unlikely that many buildings meet current life safety regulations with respect to smoke detectors, emergency egress escape windows, hurricane anchorage, electrical wiring, etc.

In 1999, the City hired Janus Research to perform a historic site survey of the neighborhood to determine if the creation of a historic district was warranted. Based on its analysis of the historic resources within the neighborhood, Janus recommended that the City consider the creation of a Local Conservation District instead of a Historic District designation.



HOUSING TENURE

Of the 422 total residential units within the Osceola Park Neighborhood, 120 (35%) are owner-occupied. The encouragement of owner-occupied single-family housing is a feature of this redevelopment plan.

RESIDENTIAL UNITS

There are a considerable number of non-conforming residential structures within the neighborhood. In particular, there are houses without driveways, several that were constructed differently from current development standards (setbacks, minimum floor area). Additionally, some duplexes and multi-family buildings have become non-conforming with respect to use as a result of rezoning, because they are in what is currently a single family zoning district. It is a goal of this Plan Update that residential properties in the neighborhood be upgraded and improved. Section 1.3.6, of the LDRs, Repairs and Maintenance, places annual limits on expenditures for repair and maintenance of non-conforming uses and structures. To prevent further deterioration of existing structures, an amendment to the LDRs should be initiated to increase the current expenditure limits for residential properties within the neighborhood.

There is a wide range of residential unit sizes within the neighborhood area. The largest units are single-family detached units with an average size of 1,515 square feet. Duplex units are significantly smaller, with an average size of 905 square feet. Multiple-family units are smaller still with an average size of only 869 square feet. The Delray Beach Land Development Regulations currently require a minimum of 1,000 sq. ft. for duplex units. The minimum size for multi-family units is dependent on the number of bedrooms, with 400 sq. ft. for efficiencies, 600 sq. ft. for 1-bedroom, 900 sq. ft. for 2-bedrooms, 1,250 sq. ft. for 3- bedrooms and 1,500 sq. ft. for 4-bedrooms. These numbers indicate that many neighborhood duplex and multi-family units are also non-conforming with regard to size.

PROPERTY VALUES

The total assessed value of the 380 properties within the study area was \$79.9 million in 2018, up from \$52.9 million in 2003 and \$24.3 in 1995. Given a total acreage (excluding rights-of-way) of 107.4 acres, the average assessed value of all property in the neighborhood, including structures, was \$17.08 per square foot of land in 2018. This is a significant increase in value from \$11.30 per square foot of land in 2003.

PROPERTY SALES

The ability to sell a property while values continue to rise indicates a strong market demand in the neighborhood. However, excessive turnover in a predominantly residential area can have a negative effect on social relationships and the sense of identity in a neighborhood. The Journal of Housing Policy Debate found support for a link between homeownership and both improved property maintenance and longer lengths of tenure¹.

Palm Beach County property tax roll records indicate that in last two years, 50 residential properties were sold and only 5 of those sold are currently homesteaded properties. In the last 5 years, nearly half of the residential properties changed ownership, which is higher than a typical stable neighborhood. Neighborhood stability is defined as having “a high percentage of persons who have lived in the same residence (house or apartment) for the past five years.”²

FUTURE LAND USE

Several Future Land Use Map designations are applied within the Neighborhood. LD (Low Density Residential 0-5 dwelling units per acre), MD (Medium Density Residential 5-12 dwelling units per acre), CC (Commercial Core), GC (General Commercial), OS (Open Space) and CF (Community Facilities) are each applied to at least one property in the area.

Redevelopment Area #5

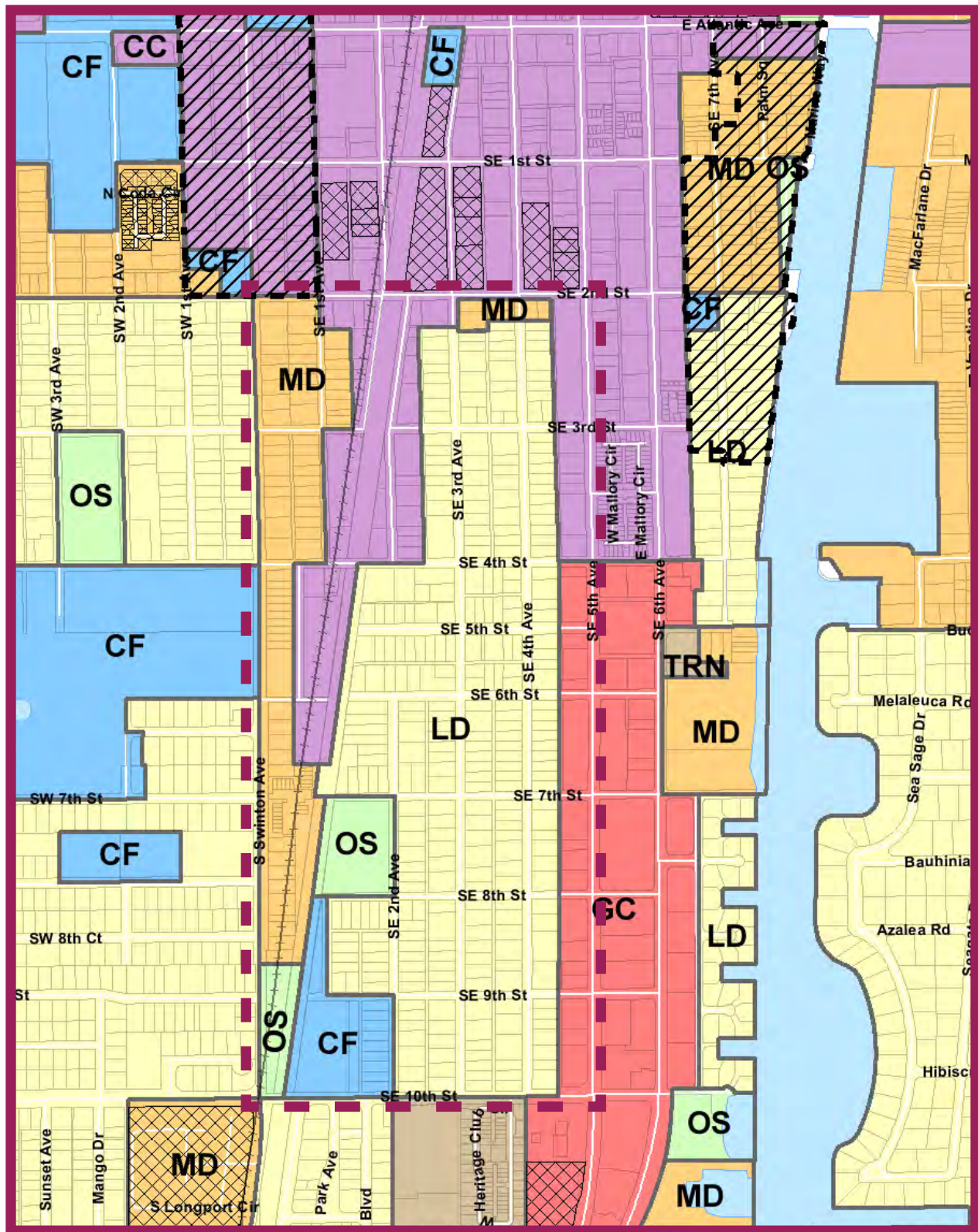
At the time of CRA designation, the Comprehensive Plan included “Redevelopment Areas”. Osceola Park was in Redevelopment Area #5. Following the 2004 adoption of this Osceola Park Redevelopment Plan, a Future Land Use Map Amendment was processed to eliminate the Redevelopment Area #5 designation from the FLUM and established appropriate designations for all parcels in the Area.

The Future Land Use designations in Osceola Park, along with acreages of each are shown in the table below.

FUTURE LAND USE DESIGNATION	ACRES	PERCENT
Low Density, 0-5 Units Per Acre	77.98	54.4
Commercial Core	23.58	16.5
Medium Density Residential, 5-12 Units Per Acre	20.32	14.2
General Commercial	8.36	5.8
Community Facilities	6.84	4.8
Open Space	6.21	4.3
Total	143.3	100

¹William M. Rohe & Leslie S. Stewart (1996) Homeownership and neighborhood stability, Housing Policy Debate, 7:1, 37-81, DOI: 10.1080/10511482.1996.9521213

²The Contingent Meaning of Neighborhood Stability for Residents Psychological Well-being



The map shown above illustrates the Future Land Use designations of the Osceola Park Neighborhood, as well as the surrounding areas.



The following paragraphs describe the Future Land Use designations shown on the map, on the previous page.

Low Density Residential

The majority of the neighborhood is designated as Low Density Residential on the City's Future Land Use Map. This designation allows residential development at densities up to 5 dwelling units per acre. All residential zoning districts, except RM (Medium Density Residential), are consistent with the Low Density Residential FLUM designation. The residential units may be single family.

Medium Density Residential

Two areas in the neighborhood; one adjacent to South Swinton Avenue and one on the south border of SE 2nd Street, are designated as Medium Density Residential on the City's Future Land Use Map. This designation permits residential units at densities of 5-12 dwelling units per acre. All residential zoning districts are consistent with the Medium Density Residential FLUM designation. The residential units may be single-family, duplex, multi-family, or townhouse.

Commercial Core

This designation is applied to the Community's Downtown Area, which extends southward into the neighborhood along Federal Highway. It accommodates a variety of land uses including commercial and office development; residential development; older homes renovated to accommodate office use; "bed and breakfast" establishments; and industrial/commerce type uses.

Community Facilities

This designation is applied to current and future school sites; to current and future sites for public buildings; and to current and future sites for public facilities. It is also applied to single function buildings that have been constructed for community-related purposes (e.g. churches) and which are not commercial in nature. The designation is applied to several parcels on SE 10th Street which are being used by Florida Power and Light Company and the City.



General Commercial

This designation is applied to land which is, or should be, developed for general commercial purposes e.g. retail, office, services. A maximum Floor Area Ratio of 3.0 is permitted for nonresidential uses. Residential uses may comprise up to 15% of the total floor area of the General Commercial Land Use designation. Residential uses are permitted either in conjunction with commercial use or as a stand-alone use subject to Conditional Use approval. Residential density is limited to a maximum of 12 dwelling units per acre.

Open Space

This designation is applied to public recreation areas (such as municipal parks), to open space areas, and to conservation areas. Within the neighborhood area, there are two parcels designated as open space. One is the Currie Commons Park, located between SE 7th Street and SE 8th Street, adjacent to the F.E.C. Railway. The other, a well-landscaped mini-park located adjacent to Swinton Avenue and SE 10th Street, provides a visual break in the development pattern and an opportunity for passive recreation in the area.

ZONING

The zoning designation assigned to a parcel is an important factor in its development potential. Zoning establishes the specific uses allowed as well as setbacks, height limits, and other development standards for structures on the parcel.

Over the years, the Osceola Park Neighborhood has experienced various zoning changes dealing primarily with non-residential classifications, but the most notable change was the southward expansion of the Central Business District.

The Zoning Districts in the Osceola Park Neighborhood follow the same boundaries as the Future Land Use designations. They include mostly Single Family Residential (R-1-A) located in the heart of the neighborhood. Non-residential and multi-family districts are principally located around the edges of the neighborhood and include:

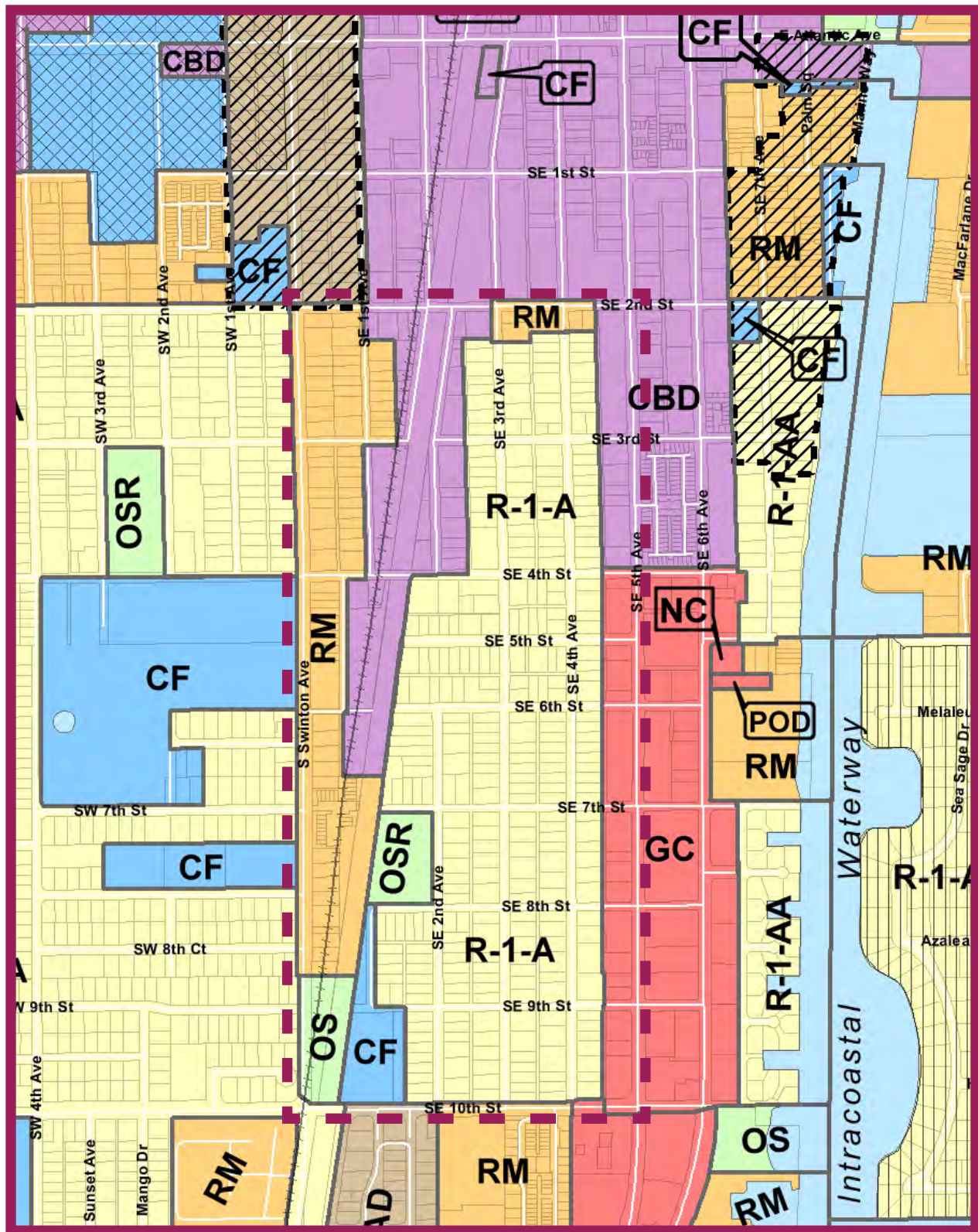
- ▶ Medium Density Multiple Family Residential (RM) located on the northern edge of the neighborhood fronting on SE 2nd Street;
- ▶ Central Business District (CBD) located on the northern and northeastern edges of the neighborhood fronting SE 2nd Street and SE 5th Avenue;
- ▶ General Commercial (GC) located on the eastern and southeastern edge of the neighborhood fronting on SE 5th Ave;
- ▶ Open Space and Recreation (OSR) which is located at Currie Commons Park between SE 7th Street and SE 8th Street; and
- ▶ Open Space (OS) and Community Facilities (CF) located in the southeastern edge of the neighborhood.

The Zoning Districts in Osceola Park, along with acreages of each, are shown in the table below.

ZONING DISTRICT	ACRES	PERCENT
R-1-A - Single Family Residential	78.43	54.7
CBD - Central Business District	23.61	16.5
RM - Multiple Family Residential (Medium Density)	22.47	15.7
GC - General Commercial	8.69	6.1
CF - Community Facilities	4.31	3.0
OSR - Open Space & Recreation	3.13	2.2
OS - Open Space	2.65	1.8
Total	143.3	100

R-1-A (Single Family Residential)

The R-1 zoning districts were created to provide areas of single-family detached residences and to protect those areas from the intrusion of inappropriate uses. The R-1-A district permits single-family residential units with a minimum lot area of 7,500 square feet. Additionally, the district accommodates some non-residential uses (e.g. churches, day care facilities) as conditional uses. The R-1-A designation is applied to most of the neighborhood east of the F.E.C. Railroad.



The map shown above illustrates the Zoning Districts of the Osceola Park Neighborhood, as well as the surrounding areas.



RM (Multiple Family Residential - Medium Density)

The RM district allows a variety of housing types at densities of 6 to 12 units per acre. The district is applied adjacent to Swinton Avenue, between SE 2nd and SE 9th Streets and east of the railroad, between SE 2nd and SE 3rd Streets.

CBD (Central Business District)

The CBD was established as a form-based code to preserve and protect the cultural and historical aspects of downtown Delray Beach and simultaneously provide for the stimulation and enhancement of the vitality and economic growth of the area. The district accommodates a wide range of residential and commercial development and has special provisions for increased densities and heights to accommodate higher intensity uses. The district is applied along the Federal Highway Corridor between SE 2nd and SE 4th Streets.

GC (General Commercial)

The GC district is intended for small parcels of land that are suited to small scale retail, service, and office uses. South of SE 4th Street, most of the land fronting on South Federal Highway is designated GC.

OSR (Open Space & Recreation)

The OSR district was established to most appropriately identify parcels of land which are used primarily for recreational or public purposes in an outdoor setting. Thus, it is generally applied to parks, golf courses, and situations where public recreational facilities may exist. The district is applied to Currie Commons Park.



OS (Open Space)

The OS district was established to most appropriately identify parcels of land which are used primarily in an open space manner. Created to reflect some of the open space areas as shown on the Future Land Use Map, the OS District is applied to portions of land development projects which are primarily open space in nature (e.g., water bodies) and to other open space areas, including the municipal beach, which are normally not to have intense use or commercialization. The district is applied to the landscaped open space area at the northeast corner of Swinton Avenue and SE 10th Street

CF (Community Facilities)

The CF district is a special purpose district, primarily, but not exclusively, intended for facilities which serve public, semi-public, and private purposes. Such uses include governmental, religious, educational, health care, social services, and special facilities. The district is applied to the FPL facility on SE 10th Street and the open space/park between Swinton Avenue and the railroad north of SE 10th Street.

CRIME MANAGEMENT AND PUBLIC SAFETY

The Police Department has initiated a number of programs intended to reduce crime problems in the neighborhoods. The cornerstone of Police Department efforts to reduce crime in Delray Beach is the Community Policing program. Community Policing emphasizes a cooperative effort between the police and the community to find long term solutions to the community's problems. Community Policing is intended to both increase the police presence in the neighborhood and improve relations between the department and residents. This is a departure from past police methods which emphasized officers in patrol cars reporting to emergency radio calls. In addition to routine patrol activity, the Community Officers help to organize community improvement activities, such as trash pick-ups, paint-up projects, and organization of neighborhood watches.



CODE ENFORCEMENT

Code enforcement plays a critical role in the redevelopment of the area. The homeowners association works with the City to help educate neighborhood residents. The City's sanitation officers also conduct a daily cleanup along SW 2nd Avenue. The residents were provided several trash cans, which were painted at a neighborhood event, and the City's sanitation staff empties the cans regularly.

The City's Code Enforcement Division has noted the top three more frequent code violations in Osceola Park include:

- ▶ Placement of gravel in the City's right-of-way (such as the swale or part of the driveway)
- ▶ Fences constructed without permits, some of which are not in compliance with the City's Land Development Code
- ▶ Home renovations without permits; many of which have recently been resolved
- ▶ Due to the upcoming improvements from the Osceola Park Neighborhood Improvements Project, the swales which have gravel will be returned to grass.

PARKING

Two parking issues impact the neighborhood. The first issue is the large number of cars parked in the swales and in some cases, front yards, throughout the neighborhood. The lack of adequate parking is a blighting influence in the neighborhood. The second is the lack of adequate parking for the nonresidential properties in the rail corridor. The large amount of auto repair businesses is the primary cause of this problem.

Improving streetscapes is a primary focus of the Plan Update; therefore, it is important to reduce excessive parking along residential roadways, in the swales, and in many instances in front yards within the residential neighborhood. The R-1-A Single Family Residential District does not permit parking in the front setback. Since much of the Neighborhood is zoned R-1-A, parking solutions have been difficult to address.



To accomplish this, it was recommended by the Osceola Park Neighborhood Improvement Project study that selected alleys be paved to provide enhanced access to the rear yards. Although some properties already utilize the unpaved alleys to access parking in the rear, this improvement will make this option much more attractive. With more utilization, the alleys will become an important component of the public space and more eyes in the area will help to deter criminal activity.

PROXIMITY TO NUISANCES

Residential properties backing up to the Federal Highway and Railroad commercial corridors contend with increased noise levels, overflow parking, and unsightly service areas. Landscape buffers between these commercial/industrial uses and residential properties within the neighborhood are often deteriorating or nonexistent. Addressing these nuisances and compatability issues would have a positive impact on the neighborhood.

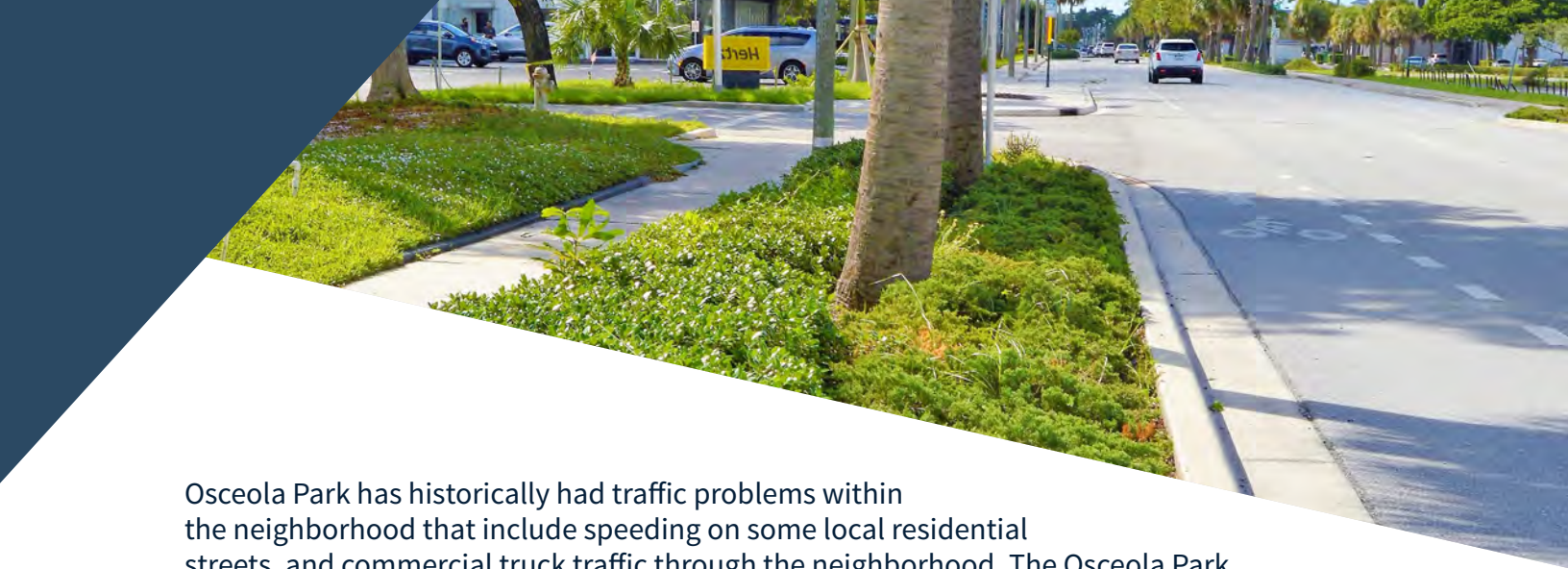
The railroad also presents a noise problem in areas where it directly abuts residential development. Landscape buffering would improve the situation, and in some cases, it is the responsibility of the property owners since the landscaping would have to be placed on private property. However, in areas where the east/west roadways terminate at the F.E.C. Railroad right-of-way, landscaping at the dead ends, along with murals is a featured recommendation discussed in the “Neighborhood Opportunities” section of this plan.

Consideration must also be given to eliminating excessive commercial truck traffic through the neighborhood. Commercial truck traffic associated with the railroad commercial corridor should be directed away from residential streets. Planned improvements underway may accomplish this, but should be re-evaluated after the improvements are completed.

DILAPIDATED STRUCTURES

Dilapidated structures can give an area a blighted appearance, which discourages investment in adjacent properties. Therefore, the City will continue to evaluate poorly maintained and abandoned structures to determine if they should be demolished as a last resort. Records indicate no structures have been demolished by neglect in the past 5 years.

TRAFFIC CIRCULATION



Osceola Park has historically had traffic problems within the neighborhood that include speeding on some local residential streets, and commercial truck traffic through the neighborhood. The Osceola Park Redevelopment Plan previously recommended hiring a traffic consultant to study conditions and make recommendations to alleviate the problems associated with vehicular traffic in the neighborhood. City Commission has approved consultant's recommendations in the Osceola Park Neighborhood Improvements Report to introduce new traffic calming measures and reduce excessive cut-through traffic.

PEDESTRIAN CIRCULATION – SIDEWALKS

Sidewalks are provided on the perimeter roadways surrounding the neighborhood. Within the neighborhood, however, sidewalks are provided on only about half of the residential streets. On streets where sidewalks do exist, there are many missing or broken segments. Damaged sidewalks or lack of sidewalks on major roadways discourages walking around the neighborhood.

STREET LIGHTING

Typical cobra head street lights, attached to Florida Power & Light poles, are located throughout the neighborhood, primarily at roadway intersections and mid-block. Although this level of lighting meets the minimum standards, excessive dead spots create opportunities for criminal activity and the overall feel is that of not being very safe when walking at night. Note that this is being addressed by the improvement project.

ALLEYWAYS

Most of the alleys within the neighborhood are unpaved and overgrown.

WATER AND SEWER SERVICE

Water service and sewer service is provided to properties throughout the study area. While some extensions may be needed to serve vacant properties, no extensions are required for existing developments.



ONGOING & CONCURRENT PROJECTS



THE OSCEOLA PARK NEIGHBORHOOD IMPROVEMENTS PROJECT RECOMMENDATIONS

The following improvements are recommended or underway as part of a project that originated from the original Redevelopment Plan's recommendations. The report was prepared by Mathews Consulting, a Baxter and Woodman Company, and managed through the City's Public Works Department.

SUMMARY OF IMPROVEMENTS

Sidewalks

There are two options for sidewalk improvements. Option 1 is filling the gaps to have a continuous sidewalk on at least one side of each roadway. Option 2 follows the City's Typical Roadway Section and calls for the provision of sidewalks on both sides of each roadway.

In addition, anywhere sidewalk flags and driveway aprons are broken in the City's right-of-way, those should be replaced. At street intersections with sidewalk connections, Americans with Disabilities Act (ADA)-compliant domed mats will be proposed.

Traffic Circulation

After temporary traffic calming devices were studied, the recommendation was for the installation of six permanent chicanes on the north-south "through streets", which are SE 3rd Avenue and SE 4th Avenue.

- ▶ On SE 3rd Avenue, chicanes are to be installed:
 - Between SE 8th Street and SE 9th Street
 - Between SE 6th Street and SE 7th Street
 - Between SE 3rd Street and SE 4th Street
- ▶ On SE 2nd Avenue, a chicane is to be installed between SE 7th Street and SE 8th Street (in place of an existing speed hump near Currie Commons Park)

Another recommendation was for fourteen neighborhood entrance bumpouts, which narrow the roadway and highlight to motorists that they are entering a residential area. The bumpouts will also be landscaped and serve as a gateway feature.



Street Lighting

The CRA should work with Florida Power and Light to implement the LED Street Lighting Program in order to replace the typical cobra head street lights that are attached to Florida Power & Light poles. The poles are located throughout the neighborhood, primarily at roadway intersections and mid-block. Replacement and the addition of more exterior lighting along the roadways are recommendations of this plan. The Osceola Park Neighborhood Improvement Project proposes to replace the fixtures with a historic style, Florida Power & Light fixture. After this project is completed, a long term priority could be to re-evaluate the neighborhood lighting coverage to consider supplementary pedestrian-scale lighting with complementary historic style fixtures that are Dark Skies compliant.

Alleyway Improvements

- ▶ With permeable concrete:
 - Between S. Swinton Avenue and SE 1st Avenue, from SE 3rd Street to SE 4th Street
 - Between SE 3rd Avenue and SE 4th Avenue, from SE 2nd Street to SE 4th Street
- ▶ With lattice blocks:
 - From SE 3rd Avenue and SE 4th Avenue, between SE 4th Street and SE 5th Street
 - From the F.E.C. Railroad and SE 4th Avenue, between SE 5th Street and SE 6th Street
 - Between SE 2nd Avenue and SE 3rd Avenue, from SE 8th Street and SE 9th Street
 - Between SE 3rd Avenue and SE 4th Avenue, from SE 8th Street and SE 10th Street

Water and Sewer Service

The conditions of the water and sewer pipes were studied through the Osceola Park Neighborhood Improvements Project and have revealed segments of pipes that are in need of upgrades. The plan recommends several areas for sewer pipe replacement and many areas where the sewer pipes are to be lined to extend their life. Three segments of water mains are also recommended for replacement with upgraded pipe sizes to support new fire hydrants and future development. In addition, road surface improvements will have to be programmed to follow the pipe replacements.



PREPARED BY:
KCI TECHNOLOGIES, INC.





FROM THE DESK OF *Kim Glas-Castro, AICP LEED AP*

TO: Richard Reade, Village Manager

FROM: Kim Glas-Castro, PZB Director

CC: Kimberly Wynn, Village Clerk

RE: CRA Community Redevelopment Plan Modification and Economic Development Strategic Plan
RFP # 2020R-001

DATE: August 21, 2020

On May 7, 2020, the Village issued a Request for Proposals (RFP) to provide modifications to the CRA Community Redevelopment Plan and to prepare an Economic Development Strategic Plan (RFP No. 2020R-001) in accordance with Section 58-5, Competitive Selection Purchase Requirements, of Village Code. In response, five (5) proposals were received from the following firms: The Corradino Group, KCI Technologies, Kimley-Horn & Associates, Metro Analytics, and Wildan Financial Services .

An Evaluation Committee was formed by the Village Manager to review the five proposals and recommend an award to the Village Council. The seven members of the CRA/Economic Plan RFP Evaluation Committee met on July 23, 2020 to review each submittal. The Committee selected three (3) firms to invite for presentations/interviews: The Corradino Group, KCI Technologies, and Kimley-Horn & Associates.

Presentations/interviews were held on August 21, 2020. the Committee re-scored the three (3) firms based on the original six (6) criteria, confirmed the final rankings and selected the top firm to recommend to the Village Council.

The Selection Committee found KCI Technologies to be best qualified to meet the needs of the Village.



RFP #2020R-001
COMMUNITY REDEVELOPMENT PLAN
MODIFICATION & ECONOMIC DEVELOPMENT

VIRTUAL FINAL BID SELECTION MEETING
AUGUST 21, 2020 at 8:30 A.M.

	The Corradino Group	KCI Technologies	Kimley-Horn Associates
Committee Members			
Kim Glas-Castro - Chairman	56	80	73
Tina Heysler	82	97	88
Jorge Avellana	90	97	82
Rebecca Morse	83	99	97
Bill Reichel	76	100	80
<i>Kim Gehrman</i>	<i>ABSENT</i>	<i>ABSENT</i>	<i>ABSENT</i>
<i>Gloria Rincon</i>	<i>ABSENT</i>	<i>ABSENT</i>	<i>ABSENT</i>
TOTAL	387	473	420

RFP #2020R-001

CRA COMMUNITY REDEVELOPMENT PLAN MODIFICATION & ECONOMIC DEVELOPMENT STRATEGIC
DEVELOPMENT

BID TABULATION SHEET (July 24, 2020)

	THE CORRADINO GROUP		KCI TECHNOLOGIES		KIMLEY-HORN		METRO ANALYTICS		WILDAN FINANCIAL SERVICES	
Committee Member A		51		82		70		39		73
Committee Member B		93		94		95		85		91
Committee Member C		88		82		72		72		69
Committee Member D		79		94		94		60		59
Committee Member E		65		91		75		70		82
Committee Member F	ABSENT									
Committee Member G		92		90		90		70		68
TOTAL POINTS		468		533		496		396		442

****All scoring sheets are available for public inspection upon request
7/24/2020 Bid Selection Committee Meeting - Virtual**

Tabulation Sheet

Agency Name Village of Palm Springs

Bid Number RFP-2020R-001-0-2020/KW

Bid Name Palm Springs CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan

Bid Due Date 6/5/2020 2:00:00 PM

Bid Opening **Closed**

5 responses found.  online,  offline,  not submitting,  not received

	Company	Responded	Address	Bid Amount	Alt Bid Amount	Documents	Sent
Complete							
1 .	KCI Technologies, Inc.	06/05/2020	936 Ridgebrook Road, , Sparks, MD, 21152	\$59000.00		Proposal	
2 .	Kimley-Horn and Associates, Inc.	06/05/2020	1615 South Congress Avenue, Suite 201, Delray, FL, 33445	\$135000.00		Proposal	
3 .	Metro Analytics	06/04/2020	1435 N Easthills Cir, , Bountiful, UT, 84010	\$59996.00		Proposal	
4 .	The Corradino Group, Inc.	06/08/2020	4055 NW 97 Avenue, #200, Miami, FL, 33178	\$60000.00		Proposal	
5 .	Willdan Financial Services	06/05/2020	200 South Orange, Suite 1550, , Orlando, CA, 32801	\$59590.00		Proposal	

**REQUEST FOR PROPOSALS
RFP # 2020R-001**

**PALM SPRINGS CRA
COMMUNITY REDEVELOPMENT PLAN
MODIFICATION
&
ECONOMIC DEVELOPMENT
STRATEGIC PLAN**



**226 Cypress Lane
Palm Springs, FL 33461**

Village of Palm Springs
REQUEST FOR PROPOSALS (RFP #2020R-001)
PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN MODIFICATION &
ECONOMIC DEVELOPMENT STRATEGIC PLAN

The Village of Palm Springs is seeking responses from qualified and experienced firms to provide professional services related to the modification of the Palm Springs CRA Community Redevelopment Plan and the preparation of an Economic Development Strategic Plan.

Request for Proposal documents are available beginning May 7, 2020. The Village of Palm Springs utilizes electronic online services for notification, distribution and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) contact the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) call the Village Clerk's office at (561) 965-4010. Sealed Proposals must be received by the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461, before the deadline on **Friday, June 5, 2020, at 4:00 P.M., EST**. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened.

Proposers shall submit a response electronically via DemandStar. Proposers also have the option of submitting one (1) unbound original, six (6) bound copies and one (1) electronic version of the response on a CD or USB thumb-drive to the Village Clerk at the time and date specified.

It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for Proposals documents. Sealed Proposals must be clearly marked **"RFP #2020R-001, PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN MODIFICATION & ECONOMIC DEVELOPMENT STRATEGIC PLAN"**. Any questions regarding the completeness or substance of the Request for Proposals documents or the scope of services must be submitted in writing via email to Kimberly Wynn, Village Clerk, kwynn@vpsfl.org.

Deadline to Submit Questions: Questions must be submitted in writing to the Village Clerk, Kimberly Wynn at kwynn@vpsfl.org no later than the deadline on **Friday, May 22, 2020, at 4:00 PM, EST**.

After receiving all proposals, a virtual meeting will be scheduled for the Village's Selection Committee to review and discuss the rankings of the respondents. The Proposers and the public will have an opportunity to join remotely. The Physical Point of Access is Village Hall at 226 Cypress Lane, Palm Springs, FL 33461.

Pursuant to Executive Order No. 20-69, issued by the Office of Governor Ron Desantis on March 20, 2020, the Village of Palm Springs will be utilizing communications media technology such as telephonic or video conferencing, as provided by Section 120.54(5)(b)2, Florida Statute to conduct public meetings

The Village reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the Village.

Kimberly Wynn, Village Clerk
Village of Palm Springs
Publish: Lake Worth Herald and Demand Star
May 7, 2020
Publish: Lake Worth Herald and Demand Star

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I. GENERAL INFORMATION and PURPOSE

1.1 PURPOSE

The Village of Palm Springs (hereinafter referred to as the Village) seeks the submittal of proposals from qualified and experienced firms who are interested in providing professional services related to the evaluation and modification of the Palm Springs CRA Community Redevelopment Plan and the preparation of an Economic Development Strategic Plan for the CRA.

1.2 BACKGROUND

The Village of Palm Springs, established in 1957, is the 12th largest city in Palm Beach County with a population of approximately 24,000 residents. Situated in the heart of Palm Beach County, the Village offers a small town feel with an incredible sense of community within one of the state's largest urban environments.

Due to an aggressive annexation program, the Village grew between 1997 and 2019 to 2,712 acres (4.2 square miles). The annexations involved improved residential and commercial properties, with little vacant land. These properties, at the time of annexation, were characterized with the blighting conditions that have justified the need for a concentrated redevelopment effort.

The Village is centrally located within Palm Beach County's Urban Redevelopment Area (URA), which has been identified as a primary location for redevelopment and infill development by the Board of County Commissioners. Dating back to 2004, the Palm Beach County Board of County Commissioners has long recognized the economic challenges and development obstacles that exist on the Congress Avenue and Lake Worth Road corridors. With the adoption of the County's Infill and Redevelopment Study, the County identified three "priority redevelopment areas," including the Lake Worth Road Corridor, Congress Avenue Corridor, and Military Trail Corridor. The County concluded there was a need for an aggressive redevelopment strategy to overcome the areas' persistent problems with public safety, crime, vacancies, economic deterioration, and declining conditions. The County designated the area as a URA to help advance the identification of capital improvement needs, land development conflicts, and economic revitalization. Despite this County designation, the Congress Avenue and Lake Worth Road corridors have seen only limited investment, and many conditions remain unchanged. Infrastructure remains deficient; vacancies are high while rents and values are lower than other commercial corridors. A substantial number of properties are deteriorating, and public safety problems present a disproportionate demand on services. Over time, in partnership with Palm Beach County, the Village of Palm Springs has annexed numerous properties in this area to help the County accomplish its goals for the area. The establishment of a CRA, inclusive of the Congress Avenue District and Lake Worth Road District, is entirely consistent with this County finding and enables the Village to more directly address the long-standing redevelopment and economic challenges that have persisted in this area for decades.

On August 11, 2016, the Village Council held a workshop to discuss the creation of a Community Redevelopment Agency (CRA) within various locations of the Village to assist with funding needed infrastructure and safety improvements and to support incentives to promote economic development opportunities and improve the overall quality of life within the designated areas.

In order for the Village to exercise the community redevelopment authority that is granted within Chapter 163, Part III, Florida Statutes, a study or Finding of Necessity (FON) was completed for each of the two (2) identified

sub-areas or districts (Congress Avenue, generally north of Forest Hill Boulevard, and Lake Worth Road, between Military Trail and the E-4 Keller Canal). These studies were developed/supported with data and analysis and determined that existing conditions within the study areas are considered slum and/or blight. Such conditions include, but are not limited to, deteriorating structures, infrastructure deficiencies, traffic hazards, faulty lot layout or antiquated building density patterns leading to development hardships or underutilized properties, unsafe conditions, high vacancy rates and crime incidents or fire/emergency calls higher than the rest of the Village.

The CRA will assist the Village (and Palm Beach County) in accomplishing five (5) key goals within the proposed districts/communities:

- I. Improving Utilities and Infrastructure
- II. Expanding Job Development and Economic Growth
- III. Enhancing Public Safety
- IV. Increasing and Maintaining Workforce Housing
- V. Advancing the Partnership with Palm Beach County

The Village utilized a contracted planning agency, Treasure Coast Regional Planning Council, who prepared the FON's for each of the two (2) areas studied and it was determined that there was an existence of slum and/or blight within both areas as defined in Florida Statutes. In fact, the Village considered each of the fifteen (15) statutory criterion to determine slum and/or blight for the proposed districts and it was determined that both study areas contribute to the negative impacts on the public health, safety and welfare of the residents and business owners within the proposed districts and they do not contribute to the economic and social development of the communities.

To administer the activities and programs that can be offered within the redevelopment areas the Village adopted the Finding of Necessity reports for the two (2) proposed CRA district within the Village of Palm Springs on March 28, 2019. On September 16, 2019, the Palm Beach County Board of County Commissioners delegated the exercise of powers conferred by Chapter 163, Part III, F.S., to the Village Council of the Village of Palm Springs, with conditions that are outlined in an Interlocal Agreement between the County and Village. On November 14, 2019, the Village Council created a Community Redevelopment Agency with two districts (Congress Avenue and Lake Worth Road) via Ordinance No. 2019-19.

The Palm Springs CRA is approximately 512 acres in size (221 acres within the Congress Avenue district and 291 acres within the Lake Worth Road district) and about 18.8% of the Village's total acreage (2,712 acres) and is comprised of approximately 425 parcels.

The Palm Springs CRA Community Redevelopment Plan was adopted on December 3, 2019 in accordance with Chapter 163.360 and 163.362, Florida Statutes.

The CRA and Village Council desire to have modifications to the Community Redevelopment Plan, to incorporate economic and market analyses, additional stakeholders' input, and to refine strategies to promote reinvestment and revitalization within the community. Additionally, the Palm Springs CRA desires an Economic Development Strategic Plan.

1.3 SCOPE OF SERVICES

All services must be performed in accordance with applicable Federal, State and Local regulations. Qualified firms must follow the Village of Palm Springs Standards and Specifications while performing these services.

Below is an outline of the general scope of work for desired modifications to the Community Redevelopment Plan and the preparation of an Economic Development Strategic Plan for the Palm Springs CRA. The tasks provided below are a generalization of the scope of work and not intended to be all inclusive. The Village is relying on the consultant(s) professional expertise in analyzing the components of the existing Community Redevelopment Plan, the blighting factors outlined in the Finding of Necessity Reports, the findings of the Fiscal and Economic Impact Analysis, as well as statutory requirements. The Village anticipates that the project might require multiple disciplines.

- A. Professional services to modify the Palm Springs CRA Community Redevelopment Plan, including the following:
- a) Review tax base and ownership data, property lines and right-of-way boundaries
 - b) Evaluate current land uses, future land use/zoning designations and recommend changes, if necessary, to facilitate redevelopment
 - c) Evaluate what makes the Palm Springs CRA unique and steps that the Village can take to preserve, nurture and promote these features
 - d) Interviews and public meetings with stakeholders and interested persons (minimum of two (2) public meetings)
 - e) Study shall provide qualitative and quantitative information to assess economic trends and forecasts, business development, transportation and infrastructure, the role of private property owners and local businesses, and other factors affecting the economic and cultural vitality of the two CRA sub-districts.
 - f) Review and analyze real estate market trends and property values
 - apply the same trend and value analysis methodology to the CRA area
 - provide projections for TIF revenues within the CRA area
 - g) Evaluate vacant and underutilized properties within the CRA and determine a strategy for encouraging and facilitating (re)development or revitalization
 - h) Evaluate existing infrastructure, and assess opportunities and constraints to complete capital projects
 - i) Review Lake Worth Road Multimodal Corridor Study, as well as FDOT RRR Report, and determine strategies to complement road project to fulfill objectives for complete streets/multi-modal corridor
 - j) Synthesize relevant information and prepare an Opportunities and Constraints analysis
 - k) Development of a vision and goals, objectives and policies to support the elimination of the blighting conditions outlined in the Finding of Necessities Reports and to support economic development and job creation
 - l) Development of action-oriented strategies that encourage private investment in revitalization of the Congress Avenue and Lake Worth Road districts while maximizing the return on public investment

- m) Identify strategies to work with Palm Beach County and other local government agencies to complete requisite capital projects
 - n) Identify various grant opportunities to support capital projects
 - o) Review of other Florida cities' CRA grant programs, as well as those of Palm Beach County and the State of Florida, and recommendations for inclusion/adoption, which might include business incentives or financial assistance in response to economic impact from storm events, pandemic or other hazards
 - p) Review of other Florida cities' economic development incentives, as well as those of Palm Beach County and the State of Florida, and recommendations for inclusion/adoption, including those that might require a Village Charter amendment [other considerations might include authorization for Quick Strike Team, separate funding reserve for economic development, funding for QTI projects, etc.]
 - q) Include recommendations for the use of public resources within the CRA, which may include recommendations regarding the acquisition and disposition of land in the area
 - r) Propose a general 10-year work program and timeframe within which public and private resources may be used to accomplish redevelopment activities
 - s) Development of five-year capital and operating budgets with identification of potential funding sources (requires estimation of infrastructure improvement costs)
 - t) outline and coordinate regulatory process required to complete update and/or modification of the Palm Springs CRA Community Redevelopment Plan:
 - Citizen Participation Process
 - Notification requirements to Taxing Authorities, Agencies and Counties, as required by Chapter 163 Part III, Florida Statute.
 - Public hearings
 - Coordination with the Village CRA board, Local Planning Agency, Village Council, various Village Departments and stakeholders
- B. Professional services to prepare an Economic Development Strategic Plan, including but not limited to the following:
- a) Yearly trend analysis and projections of demographic and socioeconomic data (population, median age, race/ethnicity, household and family size/income), labor force characteristics, sales tax revenue, traffic counts and other key economic data for the Village in total and segregated by the two CRA districts
 - b) Assessment of current economic market and climate. Market segmentation, trends and outlook of the Village's retail/commercial, industrial/manufacturing, hospitality and office sectors segregated by class rating types (current/trending inventory, average rents, vacancy rates, pipeline of new projects, demand and supply) in comparison to County and neighboring cities
 - c) Summary of current local business composition and employment segregated by sector, number of establishments, unemployment, payroll, average/median wages for the entire Village and segregated by each CRA district with forecasts
 - d) Assess and produce inventory of public/private local, state and federal resource programs that could assist with the implementation of the Strategic Plan
 - e) Conduct a strengths, weaknesses, opportunities and constraints (SWOC) analysis including areas to leverage for future development, developable nodes/parcels, recommended development focus
 - f) Report on economic trends, projected areas of growth and the regional context including target industries/principal land uses, economic strategies and policies.
 - g) Study will identify and analyze the CRA's market potential for future/new businesses; infrastructure, opportunities, and activities (including public and private projects) that would draw new commerce, creation and expansion of the daytime and evening economy, residents and visitors; and recommendations for implementation of the findings of the study.
 - h) Development of a business strategy plan to project future business development potential and include

the optimal mix of business types for the Congress Avenue and Lake Worth Road sub-districts' current economic market and climate including the potential for an evening economy and how that relatively non-existent sector would be driven.

- i) Preparation of a locally based Economic Development Strategy, with a clear five (5) year and ten (10) year implementation plan(s) with policies, projects and programs, medium-and long-term prioritization for taking advantage of the opportunities and solving economic development challenges of the area including staffing/budget considerations

1.4 WORK PRODUCTS REQUIRED

- a) Monthly Progress Reports
- b) Community Redevelopment Plan, with supporting documents, including maps and graphics, that:
 - a. Convey an understanding of the dynamics of the area including its demographics and unique features;
 - b. Address specific relevant issues such as vacancies; private projects and investment, transportation and infrastructure, and the impact of existing and future development outside of the CRA;
 - c. Demonstrate and respond to the economic and cultural potential for the CRA's two districts to thrive as two distinct yet fully purposed and productive areas of the Village;
 - d. Support and provide strategies for business expansion and recruitment efforts specific to the Congress Avenue and Lake Worth Road districts;
 - e. Identify potential design improvements/enhancements for the CRA;
 - f. Include specific methods on how to implement the recommendations of the study, including estimated budget associated with the implementation process.
- c) Economic Development Strategic Plan, with supporting documents, that:
 - a. Documents economic development trends and issues
 - b. Gathers vital business statistics in the Village and Palm Beach County
 - c. Develops and recommends implementable strategies that will stimulate economic growth, recruitment and retention of businesses, and support the creation of full-time permanent jobs
 - d. Recommend specific tools that can be utilized to implement identified economic development strategies (an economic development toolbox)
- d) Provide drafts:
 - i. Draft for stakeholder and community input
 - ii. Revised draft for Local Planning Agency consideration
 - iii. Revised draft, if necessary, for CRA Board consideration
 - iv. Revised draft, if necessary, for Village Council consideration
- e) After adoption, finalization of a "camera ready" Plan for reproduction, as well as an electronic version of the plans in ADA-compliant format for posting on the CRA website
- f) Preliminary Land Use Plan and Strategy
- g) Recommended Comprehensive Plan Amendments
- h) Recommended five-year capital and operating budgets with identification of potential funding sources for Palm Springs CRA (may include recommendations for Village capital budget also)

1.5 PERFORMANCE SCHEDULE

The Village requires the Consultant to be responsive and timely in the performance of the work and responding to general phone calls and emails from Village project managers.

The performance schedule required from the Consultant will be defined in the Agreement for Professional Services, however, it is anticipated that the modified CRA Community Redevelopment Plan and the new Economic Development Strategic Plan will be completed and adopted within nine months from the execution of this agreement.

1.6 NO ORAL INTERPRETATIONS OF THE RFP

No Person is authorized to give oral interpretations of, or make oral changes to, this Request for Proposals. Therefore, oral statements about the RFP by the Village's representatives will not be binding on the Village and should not be relied upon by a Proposer. Any interpretation of, or change to, this RFP will be made in the form of a written addendum to the RFP. Any addendum to this RFP will be posted on the Village's website and on DemandStar. A Proposer can only rely upon those interpretations of, or changes to, this RFP that are issued by the Village in an addendum. By submitting a proposal, a Proposer certifies that its proposal is made without reliance on any oral representation by the Village, its agents, or employees.

1.7 REVIEWING THE RFP AND ADDENDA

Each Proposer should closely examine all the documents and requirements in this RFP. It is the sole responsibility of the Proposer to ensure that he or she has received and understands all the pages of the RFP. In accordance with the provisions of the American with Disabilities Act, this RFP may be requested in an alternate format.

No later than **4:00 PM on Friday, June 5, 2020**, each Proposer shall deliver to the Village all the Proposer's questions concerning the intent, meaning and interpretation of this RFP. Each Proposer shall be deemed to have waived all questions that are not submitted to the Village in compliance with this Section. A Proposer's questions may be delivered to the Village by hand, mail or e-mail but all such submittals shall be submitted by the date outlined above and in writing and addressed to:

Village of Palm Springs
Kimberly Wynn, Village Clerk
226 Cypress Lane
Palm Springs, FL 33461
kwynn@vpsfl.org

If revisions to this RFP become necessary, the Village will issue written addenda. All addenda must be acknowledged by each Proposer. A proposal may be rejected as non-responsive if the Proposer fails to submit an "Acknowledgement of Addendum" form with its proposal. Addenda may be downloaded from the Demand Star website at www.demandstar.com. The Village provides this website as a courtesy only and assumes no responsibility for errors or omissions that may affect a proposal submitted in response to this RFP.

1.8 SCHEDULE AND DEADLINES FOR THE RFP

A summary schedule of the major activities associated with this RFP is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated schedule to be followed for this RFP:

Issuance of RFP Package	May 7, 2020
Deadline for Written Questions	May 22, 2020 - 4:00 PM
Final date for addendums	May 29, 2020 - 4:00 PM
Due Date	June 5, 2020 – 4:00 PM
Consideration/ Award by Village Council	July 9, 2020 – 6:30 PM

1.9 AWARD OF THE CONTRACT BY VILLAGE COUNCIL

As soon as practicable after the Selection Committee, if appointed, completes its assessment of the proposals, the Selection Committee's recommendation shall be presented to the Village Council at a duly noticed public meeting. It is anticipated that the Village Council will award the RFP to the Proposer that submits the best overall proposal, based on the Village Council's determination of the Village's best interests and the best overall value for the Village. The Village Council shall have the exclusive authority to select the best overall proposal and make any determinations concerning the responsiveness of the Proposers, the value of their proposals, the Proposer's respective abilities to satisfactorily perform the work specified in the Village's RFP, and all other related matters. After the Village Council selects the successful Proposer, the successful Proposer and the Village shall execute the Agreement for Professional Services.

1.10 FEE AND PAYMENT

The Consultant will be responsible for the preparation of a project schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of the services. The schedule will include a Gantt Chart identifying the critical path, progress of each task and milestones. If both parties agree on the proposed schedule, a final schedule will be submitted within ten (10) working days of the notice to proceed on all assignments. The billing of services will include a progress update report, a revised schedule showing current percent complete by task/phase and a detailed invoice showing billings per task/phase outlined in the approved WA.

If Village staff request a change of scope, the Consultant shall notify the Village within ten (10) working days of the change and the associated cost impact. The Consultant will not proceed with additional services until receiving written approval from Village.

1.11 LEGAL REQUIREMENTS

Each Proposer must comply with all federal, state, and local laws, ordinances, rules and regulations that are applicable to this RFP and the work to be performed under the Agreement for Professional Services. The Proposer's lack of knowledge about the Applicable Law shall not be grounds for relief from such laws or constitute a defense against the enforcement of such laws.

By submitting a proposal in response to this RFP, the Proposer represents that the Proposer is familiar with all federal, state, and local laws, ordinances, rules and regulations that are applicable to the services required under this RFP. If a Proposer discovers any provision in this RFP that is contrary to or inconsistent with any law, ordinance, rule, or regulation, the Proposer shall promptly report it to the Village Clerk.

1.12 LITIGATION CONCERNING THE RFP AND AGREEMENT

By submitting a proposal, the Proposer agrees that: (a) any and all legal actions necessary to interpret or enforce this RFP or the Agreement shall be governed by the laws of the State of Florida; and (b) the exclusive venue for any litigation concerning this RFP or the Agreement shall be the state and federal courts in and for Palm Beach County, Florida.

1.13 PUBLIC RECORDS

Any material submitted in response to this RFP will become a public record and shall be subject to public disclosure consistent with the Florida Public Records Law (Part 119, Florida Statutes), except as may be provided by the Public

Records Law or other applicable state or federal law. If a Proposer contends that part of its proposal is not subject to disclosure, the Proposer shall identify specifically any information contained in the proposal that the Proposer considers confidential or otherwise exempt from disclosure under the Public Records Law, and the Proposer shall cite the specific section of the law creating the exemption for such information. The Village reserves its right to make all determinations concerning the applicability of the Florida Public Records Law to any documents submitted in response to this RFP. The Village shall have no liability to a Proposer for the public disclosure of any material submitted to the Village in response to this RFP.

1.14 DRUG-FREE WORKPLACE

Preference shall be given to a business with a Drug-Free Workplace (DFW) program. Whenever the Village receives two or more proposals that are equal with respect to price, quality, and service, the Village may give preference to a proposal received from a business that completes the attached DFW form, and certifies it is a DFW.

1.15 CONE OF SILENCE

See Section 58-5 of the Village Code.

1.16 LOBBYING

All Proposers are advised that the Village falls under the Palm Beach County Lobbyist Registration Ordinance and all Proposers must comply with that ordinance. Any violation of this requirement may cause the Proposer to be disqualified and prohibited from participating further in the RFP process.

1.17 PROHIBITION ON SCRUTINIZED COMPANIES

- A. Proposer certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Proposer or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- B. If this Agreement is for one million dollars or more, the Proposer certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the Village may immediately terminate this Agreement at its sole option if the Proposer, or any of its subcontractors are found to have submitted a false certification; or if the Proposer or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement .
- C. The Proposer agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. The Proposer agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including all renewals.
- E. The Proposer agrees that if it or any of its subcontractors' status changes regarding any certification herein, the Proposer shall immediately notify the Village of the same.
- F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

1.18 COST OF PROPOSAL PREPARATION

The Proposer assumes all risks and expenses associated with the preparation and submittal of a proposal in response to this RFP. The Village shall not be liable for any expenses incurred by the Proposer when responding to this RFP, including but not limited to the cost of making presentations to the Village.

1.19 INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, any resulting contract with the selected firm may be subject to investigation and/or audit by the Palm Beach County Inspector General. Proposers should

review such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

1.20 PROTEST PROCEDURES

See Section 58-6 of the Village Code.

1.21 NON-COLLUSION

Proposer certifies that this proposal is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a proposal for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in contract cancellation, return of materials or discontinuation of services, and the possible inability of Proposer to bid on future projects.

1.22 CODE OF ETHICS

If any Proposer violates or is a party to a violation of the Code of Ethics of the Village, Palm Beach County, and/or of the State of Florida with respect to this proposal, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is submitted and may be further disqualified from bidding on any future RFP's for work or for goods or services for the Village.

1.23 CONFLICT OF INTEREST

The award is subject to all applicable conflict of interest provisions found in the policies or Code of Ordinances of the Village, the Palm Beach County Code of Ethics, and found in the Florida Statutes. All Proposers must complete the Conflict of Interest Form attached hereto.

II. SUBMITTAL INFORMATION

Proposals may be submitted via hand-delivery, mail, or e-bid (www.demandstar.com).

- **Hand Delivery or Mail:**

One (1) electronic copy (on a CD or Flash Drive) of the Proposals must be submitted in a sealed envelope. Sealed Proposals must be clearly marked "**RFP #2020R-001, PALM SPRINGS CRA COMMUNITY REDEVELOPMENT PLAN MODIFICATION & ECONOMIC DEVELOPMENT STRATEGIC PLAN**" and delivered to the Village Clerk at 226 Cypress Lane, Palm Springs, Florida 33461. The Village cautions Proposer to assure actual delivery of mailed or hand delivered proposals directly to Village Hall (Attn: Village Clerk's Office), 226 Cypress Lane, Palm Springs, FL 33461. The RFP is designed to provide the necessary information about your firm. Qualification Packages shall be submitted in a sealed envelope labeled with the Proposer's name, contact information, and the Request for Proposal (RFP) Number. The original and each copy shall be identified as follows: RFP Number, RFP Name, Due Date/Time.

2.1 Qualification Packages shall be submitted on 8½" by 11" paper, neatly typed, with normal margins and spacing. One (1) unbound original, six (6) bound copies and a .pdf copy on a CD or USB thumb-drive.

- 2.2** Responses to the RFP must be signed in ink by an authorized officer of the proposing firm, who is legally authorized to enter a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications by the Proposer will be considered by the Village as constituting an Offer by the Proposer to perform the required services.
- 2.3** One original, six (6) copies, and a .pdf copy on a CD or thumb drive of the Qualification Package must be received in the office of the Village Clerk, Village Hall, 226 Cypress Lane, Palm Springs, FL 33461, no later than by than **4:00 PM EST time on Friday, June 5, 2020**, at which time a list of respondents will be made public.
- 2.4** In accordance with the American with Disabilities Act (ADA), this document may be requested in an alternate format.
- **E-Bidding (via DemandStar) www.demandstar.com**
Upload one (1) electronic copy (single file) in PDF format to DemandStar. E-bidding through the online bidding site shall be accepted in lieu of a sealed bid as outlined above. The Village shall not be responsible for nor accept proposal not properly uploaded by the proposal due date and time.
Proposals received by fax or e-mail will NOT be accepted.

III. EVALUATION AND SCORING

The selection process consists of evaluation and scoring by the Selection Committee, as appointed by the Village Manager. In the event there is only one responsive responsible response a selection committee shall not be required to be appointed. Each category will be scored and when the scores awarded for all categories are totaled, the scores will be tabulated and added to achieve the Total Points awarded to each firm. Both criteria will be used to rank each firm 1,2,3,4, etc. The ranking of each firm will be tabulated from each Committee Member and combined with other Committee Members to determine the total score for the firm.

The Evaluation Criteria is made up of the categories below that collectively represent a Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The point value shall be the basis of establishing a ranking of RFP submittals.

- 1. Qualifications of Team:** Scoring will be based on the qualifications and relevant experience of the project manager, key personnel and consultants proposed for the project. This includes relevant knowledge and experience on similar projects that will translate into the successful execution of the project.
- 2. Experience and Expertise:** Teams will be evaluated based on their recent experience on similar projects, how the projects translate to success on this project, quality of those projects, maintenance of the schedule, construction change orders due to design deficiencies, problems encountered and the means to solve them.
- 3. Project Delivery and Approach:** Scoring for this category will consider the team organization, understanding of the Village's needs and challenges, the project management and communication plan, ability to meet budget and provide services in a timely manner, and how quality and accuracy are ensured. Include a detailed time schedule for start and completion of project.

- 4. Firm's Resources, Personnel Availability and Commitment:** The firm shall demonstrate a commitment to ensuring the Village's interests are met by completing projects on time and within budget. Firm must also demonstrate flexibility to complete projects per the Village's specifications.
- 5. Fees for Professional Services.** Provide a detailed itemization of cost of services. The proposal should provide the total, all inclusive, maximum fees for this project. The fee should include all direct and indirect costs including out of pocket expenses. If additional work is requested outside the Scope of Services of this project, the Village reserves the right to negotiate a fixed fee for such services.
- 6. References:** References will be evaluated based on their ratings, how relevant the project is to this RFP, and specific comments provided by thereferences.

Failure to respond to all the items listed above may result in a lower overall score and may hinder your chances of being selected.

EVALUATION CATEGORIES		POINTS POSSIBLE
1.	Qualifications of Team	15
2	Experience and Expertise	20
3.	Project Delivery and Approach	15
4.	Firm's Resources, Personnel Availability and Commitment	15
5.	Fees for Professional Services	25
6.	References	10
TOTAL OF POINTS		100 POINTS

Each Committee member will award points according to the evaluation criteria. The points indicated as Points Possible are the maximum that may be awarded for each Category. The points awarded for each Category will be totaled to achieve the Total Points awarded to each Proposer. The Proposer with the greatest cumulative of Total Points will be ranked 1, the next greatest total ranked 2, etc.

In the event a tie occurs for the top-ranking position, the selection committee will rescore using the following method. The tie firms will be individually re-ranked (1,2 etc.) based on the total of points awarded by each committee member through the rescoring process. The Proposer with the highest grand total of points by the committee, through rescoring, will become the #1 ranked Proposer.

At the sole determination of the Selection Committee firms may be requested to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. The Selection Committee may request such presentations prior to ranking or depending on the number of proposals received, the Selection Committee may rank the proposals and then request presentations of the highest ranked firms. If the proposals were first ranked and then presentations were made, the Selection Committee shall then be allowed to re-rank the proposals based on the same original ranking criteria and the final ranking shall be forwarded to the Village Council.

If you have any questions concerning the Qualification Package or these instructions, please submit your questions in writing or email only to Village Clerk, 226 Cypress Lane, Palm Springs, Florida, 33461. Email kwynn@vpsfl.org.

IV. QUALIFICATION PACKAGE

- 4.1** Submit this portion of the Request for Proposals as your firm's Qualification Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Village to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the Village.
- 4.2** The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the Village in awarding the contract and such information is warranted by Proposed to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Village to reject the Proposals Package, and if after the award, to cancel and terminate the award and/or contract.
- 4.3** Each submittal must include the attached checklist labeled "Exhibit A." This checklist must appear immediately after the cover letter. To ensure that all submittals can be evaluated on an equitable basis, the RFP requires each respondent to provide the requested information in a prescribed format and organization that excludes supplemental materials. Any supplemental information included with the response must appear after the required materials and tabbed "Additional RFP Information," or under separate cover. The submittal package should be organized as listed below with one tab for each item.

The Qualification Package must be organized in the following manner:

Tab#1 Cover Letter, Checklist, & Acknowledgement of Addenda

- 1.1 Please address firm's history, resources, personnel availability and commitment in cover letter.
- 1.2 Checklist (Exhibit A)
- 1.3 Acknowledgment of Addenda# (Exhibit B)
- 1.4 Qualification Submittal Signature Page (Exhibit C)

Tab#2 Consultant Profile

- 2.1 If a corporation, complete the following:
 - 2.1.1 Firm name, address and phone number: (specify if different than parent company)
 - 2.1.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.1.3 Type of firm: corporation, individual, other; If corporation, complete the following:
 - 2.1.4 Date incorporated
 - 2.1.5 State of incorporation Date authorized to do business in Florida
 - 2.1.6 President, Vice President, Secretary
 - 2.1.7 Federal Employers Identification Number
- 2.2 If partnership, complete the following:
 - 2.2.1 Firm name, address and phone number: (specify if different than parent company)
 - 2.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 2.2.3 Date organized, Type: General, Limited
 - 2.2.4 Names and addresses of Partners
 - 2.2.5 Federal Employers Identification Number
- 2.3 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 2.4 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 2.5 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

2.6 Has the Proposer, its principals, officers or predecessor organization(s) ever been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details. Please note number

2.6.1 Public Entity Crimes: Pursuant to F.S. 287.133 as amended: 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 qualifications 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 F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Tab#3 Experience and Expertise

3.1 List projects completed and/or ongoing, specific and comparable, to this project.

Indicate:

- o Client Name, contact person and title, address, telephone number and fax number
- o Description of the project including project starting and ending dates.
- o Principal/Project Manager in Charge, licensing/ certifications, various team positions, whether team member is still with the firm
- o Whether your firm was the primary or subcontractor
- o Consultant cost
- o Change orders issued with explanation of same
- o Problems encountered and the means to solve them
- o Status of this redevelopment plan

3.2 Include firm's overall experience specific to this Request for Proposals, including public involvement, and size/scale of geographic areas of previous projects.

Tab#4 Key Proposed Project Team Personnel

4.1. Firm/Team Organizational Chart

4.2. Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For everyone listed, show discipline(s) of licensure/training

4.3. Include resumes for all key proposed project team personnel that identifies pertinent experience and expertise relative to this project.

Tab#5**Project Delivery and Approach:**

- 5.1 Describe the project delivery plan for the project including the communication plan, how project will be managed to meet schedule and budget requirements.
- 5.2 Include a detailed time schedule for start and completion of project.
- 5.3 Include any innovative approaches to providing the described services.

- 5.4 Describe / demonstrate team's understanding of the Village's needs and challenges

Tab#6 References

- 6.1 Submit a completed Project Specific Reference form (Exhibit D) for projects that are listed in Tab #4. References must be for specific/similar projects, a minimum of three (3) references are required.

Tab#7 Fees for Professional Services

Tab#8 Attachments

- 8.1 As might be applicable, attach a copy of the current Florida Department of Business & Professional Regulation License(s) / registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab #3 and Tab#5.
- 8.2 Submit your State of Florida proof of incorporation
- 8.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.
- 8.4 Conflict of Interest Disclosure Form (Exhibit E)
- 8.5 Notification of Public Entity Crimes Law (Exhibit F)
- 8.6 Drug Free Workplace (Exhibit G)
- 8.7 Non-Collusion Affidavit (Exhibit H)
- 8.8 Truth-In-Negotiation Certificate (Exhibit I)
- 8.9 W-9 Form

Tab #9 Additional RFP Information

IV. AWARD OF CONTRACT

Based on final rankings resulting from the above described process, the Selection Committee will make a recommendation to the Village Council for the award of a contract. **It is anticipated that the Village will award a contract to one Proposer.**

EXHIBIT A- CONSULTANT CHECKLIST

Note:

- 1) This Exhibit must be included in RFP immediately after the cover letter.
- 2) RFP Package must be put together in order of this checklist.
- 3) Any supplemental materials must appear after those listed below and tabbed "Additional RFP Information"

Cover Letter (Tab 1)

Copy of this Check List - Exhibit A (Tab 1) Acknowledgment of Addenda - Exhibit B (Tab 1) Qualification

Submittal Signature Page - Exhibit C (Tab 1) Consultant Profile (Tab 2)

Proposed Project Team Firms (Tab 3)

Specific Related Experience of the Firm (Tab 4) Key Proposed Project Team Personnel (Tab 5) Project Team Staffing Experience (Tab 5) Project Delivery and Approach (Tab 6) References - Exhibit D (Tab 7)

Conflict of Interest Disclosure Form - Exhibit E (Tab 8) Notification of Public Entity Crimes Law - Exhibit F (Tab 8) Drug-Free Workplace - Exhibit G (Tab 8)

Non-Collusion Affidavit - Exhibit H (Tab 8)

Truth-In-Negotiation Certificate - Exhibit I (Tab 8) W-9 Form (Tab 8)

EXHIBIT B - ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART 11, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT C- QUALIFICATION SUBMITTAL SIGNATURE PAGE

By signing this Qualification, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Village, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: __ % __ days' net. __ days

Signature: _____

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

EXHIBIT D - PROJECT SPECIFIC REFERENCE FORM

Company under Review: _____

Reference: _____
(Name of Company giving Reference)

Name/Title: _____
(Name and Title of person giving Reference)

Project: _____
(Project for which references are being provided)

RFP Number & Title: 2020R-001 CRA
Community Redevelopment Plan
Modification and Preparation of Economic
Development Strategic Plan

Telephone: _____ **Fax:** _____

Project Manager: _____

Lead Professional: _____

Other Key Project Personnel: _____

Describe the scope of work of the contract awarded by your company/agency to this contractor:

No.	Questions	Rating	Comments
1.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?		
2.	Rate the quality of customer service and the competence and accessibility of the personnel.		
3.	Rate how well the firm listened and understood the project specific needs of your organization.		
4.	Rate how well the firm met the major schedule milestones for the project.		
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc.		

6.	Rate the overall quality of the work.		
----	---------------------------------------	--	--

7.	Rate the technical competence of the firm and its consultants.		
8.	Rate the integrity and professionalism of the firm.		
9.	If you have a similar contract to undertake in the future, would the firm be considered? Yes No		

Rating: 1=Poor 2=Fair 3=Average 4=Good 5=Excellent

Signature

Date

EXHIBIT E - CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Village of Palm Springs.

Furthermore, all Proposers must disclose the name of any Village employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Village the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Village duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Firm Name _____

Signature _____

Name and Title (Print or Type) _____

Date _____

EXHIBIT F- NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors 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 or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT G - DRUG-FREE WORKPLACE

_____ Is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

EXHIBIT H- NON-COLLUSION AFFIDAVIT

STATE OF _____ COUNTY OF _____

Before me, the undersigned authority, personally appeared _____ who,
after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is _____ of _____ the Proposer
that has submitted a Qualification to perform work for the following:

RFP No. 2020R- _____ Title: _____

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such Solicitation.
- c. Such Proposal is genuine and is not a collusive or sham Proposal.
- d. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village or any person interested in the proposed contract.
- e. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this
_____ this _____ day of _____, 2020, by _____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of

Notary public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

EXHIBIT I -TRUTH-IN-NEGOTIATION CERTIFICATE

The undersigned warrants:

- i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and
- ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

Name:

Title:

Date:

Signature:

EXHIBIT J - SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the Village for the entire term of the contract, including all renewals.

CONTRACTOR:

By: _____

Name: _____

Title: _____ Date: _____

STATE OF _____)

COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 2020, by _____.

(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of

Notary public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this_ day of _____, 20__,
by and between the Village of Palm Springs, Florida, hereinafter referred to as "Village", and
_____ hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, the Village represents that it is a Florida municipal corporation with the authority to engage the Consultant and accept the obligation for payment for the services desired; and,

WHEREAS, the Village desires to engage the Consultant to perform those services set forth in the RFP and in accordance with this Agreement; and

WHEREAS, the Consultant shall provide those services as set forth in the RFP and in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT'S SERVICES. The Consultant shall perform the services set forth in the RFP and as more specifically set forth in Sections 1.3 and 1.4 of the RFP.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of the Consultant's, officers, directors, employees, independent contractors, representatives or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venture, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME FOR COMPLETION AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village Council and shall be for the term necessary to complete all services as set forth in the RFP unless earlier terminated as stated herein. The term may be extended by written agreement of the parties for further services related to those services identified herein.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. The Consultant shall always carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule set forth in Exhibit "A".

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than seven (7) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination without cause. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days written notice of termination.

e. Termination for cause. Either party may terminate this Agreement at any time if the other party engages in any act or makes any omission constituting a material breach of any term or condition of this Agreement. The party electing to terminate this Agreement shall provide the other party with written notice specifying the nature of the breach. The party receiving the notice shall then have three (3) business days from the date of the notice in which to remedy the breach. If such corrective action is not taken within three (3) business days, then this Agreement shall terminate at the end of the three (3) day period without further notice or demand.

f. Early Termination. If this Agreement is terminated before the completion of all services by either party, the Consultant shall:

- i. Stop services on the date and to the extent specified including without limitation services of any subconsultants.
- ii. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.
- iii. Continue and complete all parts of the services that have not been terminated.

g. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement (and all Exhibits hereto) are subject to budgeting and appropriation by the Village of funds sufficient to pay the costs

associated herewith in any fiscal year of the Village . Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

1. **Payments.** The Village agrees to compensate a total lump sum amount which shall not exceed that amount set forth in Exhibit "A". The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of the Consultant providing service to the Village under this Agreement and not set forth in Exhibit "A".
2. **Invoice.** The Consultant shall render an invoice to the Village for services upon completion of the services. The invoice will be reviewed, and if all services have been deemed acceptable, paid within thirty (30) days following the Village 's receipt of the Consultant 's invoice.

SECTION 6: INSURANCE

Without limiting any of the other obligations or liabilities of the Consultant, the Consultant shall , at his own expense, provide and maintain in force, until all of its services to be performed under this Agreement have been completed and accepted by the Village (or for such duration as it otherwise specified hereinafter), the following insurance coverages:

1. Worker's Compensation Insurance to apply to all the Consultant's employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable Federal Laws.
 - a. Employer's Liability with limits of \$100,000 per person, \$500,000 per occurrence and \$100,000 per each disease.
2. Comprehensive General Liability with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements other than ISO Endorsement GL 21 06 (Engineers, Architects, or Surveyors Professional Liability exclusion), as Filed by the Insurance Services Office and must include :
 - a. Premises and/or Operations
 - b. Independent Contractors
 - c. Products and Completed Operations - Consultants shall maintain in force until at least three years after completion of all services required under this Agreement, coverage for Products and Completed Operations, including Broad Form Property Damage.
 - d. Broad Form Property Damage

- e. Contractual Coverage applicable to this specific Agreement.
 - f. Personal Injury Coverage with minimum limits of coverage equal to those required for Bodily Injury Liability.
3. Business Automobile Liability with minimum limits of three hundred thousand dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
- a. Owned Vehicles
 - b. Hired and Non-Owned Vehicles
 - c. Employers' Non-Ownership
4. Professional Liability Insurance with minimum limits per occurrence of \$1,000,000.00. Coverage shall be afforded on a form acceptable to the Village. Consultant shall maintain such professional liability insurance until at least one year after a Certificate of Occupancy is issued. Consultant shall insure that sub-consultants used for any portion of the project, maintain adequate levels of Professional Liability Insurance.
5. Prior to commencement of services, the Consultant shall provide to the Village Certificates of Insurance evidencing the insurance coverage specified in the foregoing Paragraphs 1, 2, 3, 4. All policies covered within subparagraphs 1, 2, 3, 4, shall be endorsed to provide the Village with thirty (30) days' notice of cancellation and/or restriction. The Village shall be named as an additional insured as to Consultant's liability on policies referenced in subparagraphs 2. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and to the above paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this Agreement. The Consultant shall also make available to the Village a certified copy of the professional liability insurance policy required by paragraph 4 above for the Village's review. Upon request, the Consultant shall provide copies of all other insurance policies.
6. If the initial insurance policies required by this Agreement expire prior to the completion of the services, renewal Certificates of Insurance of policies shall be furnished thirty (30) days prior to the date of their expiration. For Notice of Cancellation and/or Restriction; the policies must be endorsed to provide the Village with thirty (30) 'days' notice of cancellation and/or restriction.
7. The Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: ASSIGNMENT. The Village and the Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal

representatives, and assigns of such other party, in respect to all covenants of this Agreement subject to budget considerations and requirements of law; and, neither the Village nor the Consultant will assign or transfer their interest in this Agreement without the written consent of the other.

SECTION 9: EQUAL OPPORTUNITY EMPLOYEMENT. Consultant agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this non-discrimination clause. This provision applies to all Consultant's subcontractors and it is the responsibility of Consultant to ensure subcontractor's compliance.

SECTION 10: PROHIBITION AGAINST CONTINGENT FEES. The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, Council, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 11: INTEREST OF THE CONSULTANT. The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any Project to which this Agreement pertains or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed.

SECTION 12: COMPLIANCE WITH LAWS. The Consultant shall comply with the applicable requirements of State and applicable County laws and all Codes and Ordinances of the Village as amended from time to time, and that exist at the time of building permit issuance.

SECTION 13: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 14: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 15: NONDISCRIMINATION. The Consultant warrants and represents that all its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 16: AUTHORITY TO PRACTICE. The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 17: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 18: PUBLIC ENTITY CRIMES. Consultant acknowledges and agrees that 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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 following the date of being placed on the convicted vendor list. The Consultant will advise the Village immediately if it becomes aware of any violation of this statute.

SECTION 19: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of Palm Springs Attn: Village Manager 226 Cypress Lane
Palm Springs, FL 33461

and if sent to the Consultant, shall be sent to:

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 20: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 21: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement

shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 22: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 23: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 24: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 25: NOTICE OF COMPLAINTS, SUITS AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 26: SURVIVABILITY. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

SECTION 27: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 28: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 29: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement, the RFP and Exhibit "A". The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between the terms and conditions of this Agreement, the RFP and Exhibit "A", the terms and conditions of this Agreement shall prevail first, then the terms and conditions of the RFP and finally the terms and conditions of Exhibit "A", Consultant's proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 30: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products which are listed as deliverables by the Consultant in Exhibit "A" to the Village shall become the exclusive property of the Village. The Village accepts sole responsibility for the reuse of any such deliverables in a manner other than as initially intended or for any use of incomplete documents.

SECTION 31: REPRESENTATIONS and BINDING AUTHORITY. By signing this Agreement, the undersigned on behalf of the Consultant hereby represents to the Village that he/she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he/she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32: JURISDICTION: VENUE. The Consultant hereby covenants, consents and yields to the jurisdiction of the State Civil Courts of Palm Beach County, Florida. Any dispute between Consultant and the Village shall be governed by the laws of Florida with venue in Palm Beach County.

SECTION 33: INTERNAL DISPUTE BETWEEN VILLAGE AND CONSULTANT. The Village Manager shall be the final decision maker regarding internal disputes between Village and Consultant.

SECTION 34: PUBLIC RECORDS.

Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

Keep and maintain public records required by the Village to perform the service.

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

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org OR BY MAIL AT VILLAGE OF PALM SPRINGS,

226 CYPRESS LANE, PALM SPRINGS, FL 33461.

SECTION 35: LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY PUNITIVE, SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES.

SECTION 36: INDEMNIFICATION. The Consultant agrees to indemnify and hold harmless the Village, its council members, mayor, officers, employees, and attorneys of, from, and against liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees (at all trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, its agents, officers, subconsultants, employees, or anyone else employed or utilized by the Consultant in the performance of this Agreement. The Consultant's liability hereunder shall include all reasonable attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Consultant against the Village and the Consultant hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.08, Florida Statutes, as amended. Consultant expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.08, Florida Statutes, as amended. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

SECTION 37: FISCAL NON-FUNDING. In the event sufficient budgeted funds are not available for a new fiscal period, the Village shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Village. The Consultant will be paid for all services rendered through the date of termination.

IN WITNESS WHEREOF, the Village has caused these presents to be executed in its name by its Mayor, and attested and its official Seal to be hereunto affixed by its Village Clerk, and the Consultant has hereunto set its hand and Seal the day and year first written above.

ATTEST:

VILLAGE OF PALM SPRINGS

Village Clerk

By: _____
Mayor

Approved as to Form:

Village Attorney WITNESSES:

(Name Printed or Typed)

By: _____

(Name Printed or Typed)

STATE OF _____)
COUNTY OF _____)

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this _____ this _____ day of _____, 2020, by _____.

(Signature of Notary Public-State of Florida)

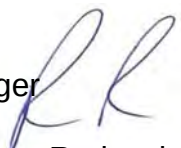
(Print, type, or stamp commissioned name of Notary public)
Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____



Office of the Village Manager

June 12, 2020

To: Kimberly Wynn, Village Clerk

From: Richard J. Reade, Village Manager 

Subject: Palm Springs CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan – RFP #2020R-001

Please be advised that I am appointing the following staff and community members to serve on the Palm Springs CRA Community Redevelopment Plan Modification & Economic Development Strategic Plan – RFP #2020R-001 – to evaluate all of the proposal packages received and provide a recommendation that will be brought to the Village Council for consideration (expected during the July/August 2020 Council Meetings):

- . Jorge Avellana – Hispanic Human Resource Council
- . Kim Glas-Castro – Chair – Planning, Zoning & Building Department
- . Kim Gehrman – Community Member
- . Tina Heysler – Police Department
- . Rebecca Morse – Finance Department
- . Bill Reichel – Reichel Realty & Investments
- . Gloria Rincon – El Bodegon

Also, please note that each Committee Member will be responsible for evaluating each proposal (utilizing a scoring sheet developed by the Chair) in accordance with the determined evaluation criteria that were included within the RFP as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below).

Further, from this point forward, please advise each selected Committee Member that they may not have any communications with each other regarding this item outside of a duly noticed public meeting as provided within the state's sunshine law.

Thank you.

1.15 Cone of Silence [also provided in 58-5 (5) – Village Code]

- a. "Cone of silence" means a prohibition on any communication, except for written correspondence, regarding a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village between:
 1. Any entity or person or entity's or person's representative seeking an award from any competitive selection procedure; and
 2. Any council member; any member of the selection committee; the village manager; or, any village employee authorized to act on behalf of the village to award or recommend award of a particular purchase.
- b. For the purposes of this section, an entity's or person's representative shall include, but not be limited to, the entity's or person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the entity or person.
- c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other requested response to a competitive selection procedure. The cone of silence applies to any entity or person or any entity's or person's representative who responds to a particular invitation to bid, RFP, ITN or any other competitive selection procedure utilized by the village, and shall remain in effect until such response is either rejected by the village as applicable or withdrawn by the entity or person or entity's or person's representative. The invitations to bid, RFPs, ITNs or any other competitive selection procedure shall include the notice of the cone of silence and refer to this sub-section.
- d. The provisions of this sub-section shall not apply to oral communications at any public proceeding, including pre-bid conferences, presentations before selection committees, authorized contract negotiations, presentations made to the village council, and purchasing protests. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee; any dispute resolution process following the filing of a protest between the entity or person filing the protest and any employee; or, any written correspondence at any time with any employee, council member, the village manager or selection committee member unless specifically prohibited by the applicable competitive selection procedure.
- e. The cone of silence shall not apply to any purchasing anticipated to have a total value of \$25,000.00 or less.
- f. The cone of silence shall terminate at the time the council, finance department, or village manager as applicable, awards or approves a contract, rejects all bids, proposals or other requested responses, or otherwise takes action which ends the purchasing procedure.
- g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.