

**CITY OF FORT LAUDERDALE
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)
REGULAR MEETING**

November 07, 2018

6:00 PM

**CITY HALL
1st FLOOR CHAMBER ROOM
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FLORIDA 33301**

AGENDA

- | | |
|---|---|
| I. Call to Order | Justin Greenbaum
CCRAB Chairperson |
| II. Approval of Meeting Minutes <ul style="list-style-type: none">• Regular Meeting- September 05, 2018• Special Meeting- September 26, 2018 | Justin Greenbaum |
| III. Contract Amendment – Mellgren Group | Donald Morris
CRA Manager |
| IV. Proposed Mixed-Use Zoning Presentation #2 | Althea Jefferson
The Mellgren Planning Group
Senior Associate |
| V. Communication to the City Commission | |
| VI. Adjournment | |

THE NEXT REGULAR CCRAB MEETING WILL BE HELD, December 05, 2018

CCRAB Purpose: To review the Plan for the Central City CRA and recommend changes; make recommendations regarding the exercise of the City Commission's powers as a community redevelopment agency in order to implement the Plan and carry out and effectuate the purposes and provisions of Community redevelopment Act in the Central City Redevelopment CRA; receive input from members of the public interested in redevelopment of the Central City Redevelopment CRA and to report such information to the City Commission sitting as the Community Redevelopment Agency.

Note: Two or more Fort Lauderdale City Commissioners or Members of a City of Fort Lauderdale Advisory Board may be in attendance at this meeting.

Note: If any person decides to appeal any decision made with respect to any matter considered at this public meeting or hearing, he/she will need a record of the proceedings and for such purpose he/she 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. Anyone needing auxiliary services to assist in participation at the meeting should contact the City Clerk at (954) 828-5002, two days prior to the meeting.

Note: Advisory Board members are required to disclose any conflict of interest that may exist with any agenda item prior to the item being discussed.

Note: If you desire auxiliary services to assist in viewing or hearing the meeting or reading agendas or minutes for the meetings, please contact the City Clerk's Office at 954-828-5002 and arrangements will be made to provide these services to you.

**DRAFT MEETING MINUTES
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)
CITY HALL
100 NORTH ANDREWS AVENUE
8th FLOOR COMMISSION CONFERENCE ROOM
FORT LAUDERDALE, FLORIDA
WEDNESDAY, SEPTEMBER 5, 2018 – 3:30 PM**

Cumulative Attendance from October 2017

<u>Board Members</u>	<u>Attendance</u>	<u>Present</u>	<u>Absent</u>
Justin Greenbaum (chair)	P	8	0
Mark Antonelli (vice chair)	P	7	2
Pieter Coetzee	P	2	0
Alex Karamanoglou	P	1	1
Peter Kosinski	P	1	1
Laxmi Lalwani	P	3	0
Colleen Lockwood	P	7	2
Theodore Spiliotes	P	2	1
Zachary Talbot	P	3	0
Ray Thrower	P	8	0
Danella Williams	P	1	1

At this time, there are 11 appointed members to the Board, which means 6 would constitute a quorum.

Staff:

Don Morris, Central Beach/ Central City Manager

Cija Omengebar, CRA Planner/Liaison

Mike Chen, Economic Development Manager

Sandra Doughlin, NPF CRA

I. Call to Order

Chair Vonder Meulen called the meeting to order at 3:37 p.m. It was noted that a quorum was present.

II. Nomination and Voting for Chairperson

Motion made by member Antonelli, seconded by member Thrower to nominate **member** Greenbaum as chair. **Motion** approved unanimously.

III. Nomination and Voting for Vice Chairperson

Motion made by member Talbot, seconded by member Lockwood to nominate member Antonella as vice chair. **Motion** approved unanimously.

IV. Approval of June 06, 2018 Regular Minutes

Motion made by member Laxmi, seconded by member Antonelli to approve. In a voice vote motion passed unanimously.

Approval of August 1, 2018 Regular Minutes

Motion made by member Laxmi, seconded by member Antonelli to approve. In a voice vote, motion passed unanimously.

V. Incentive Program Application/Abby Laughlin Sandbox 101, LLC **(a) Funding Request \$100,000** **(b) Funding Request \$70,000**

Staff recommends approval of the funding request in the amount of \$170,000; for exterior and interior renovations. Information provided to the board shows that the total cost for the six properties is about \$4M, with the renovation costs of \$700K. To date Ms. Laughlin has spent about \$200K for some of the renovations of the total hard cost of \$463,392.00. The request of \$170K is less than 60% of her hard cost.

Ms. Laughlin introduced herself and showed a PPP of the project; explaining to the members of the board about her passion to work on older buildings and incremental development. She found a series of building on 13th Street and decided to invest in the Central City Area with the knowledge that the city was motivated to improve the area. To date the project has created over 15 construction jobs and is on track to bring in eight small businesses. She plans on cleaning up the buildings and landscaping the areas around the properties; the majority of the expenses for the renovation will be for doors, windows and landscaping.

Ms. Laughlin also discussed with the board items such as parking, up-lighting, irrigation, pavers, etc. Among the potential businesses that will be located on the property are a bakery, tapas restaurant, furniture store, an Apple Tech Group and a commercial beverage distributor.

Motion was made by member Antonelli to approve the Façade Funding request in the amount of \$100,000, and the Property Business Improvement Funding request in the amount of \$70,000, seconded by member Lockwood. In a voice vote, motion passed unanimously.

VI. Opportunity Zone Overview

Mike Chen, Economic Investment Manager, shared a power-point presentation and provided additional information about the Opportunity Zone to the board members. Members asked about the boundaries of the Opportunity Zone within the Central City Area. Mike also provided information about the New Market Tax Credits and Capital Gains Taxes; he also explained the process used to approve the districts.

VII. Old/New Business

(a) NE 4th Avenue Traffic Count Status

Update was provided by Christine Fanchi, Transportation & Mobility, (TAM). TAM contracted with Quality Traffic Data to collect three days of vehicular counts along NE 2nd and NE 3rd Avenues between NE 11th and 16th Streets. The collection dates were August 28th, 29th, and 30th. The dates were selected because school was back in session and construction along the southbound lanes had not started. As of August 31st this information had not been provided to the City. Members requested that the traffic count should remain as a recurring item on upcoming agendas.

(b) Homeless Update

The church was given permission to continue providing the mobile showers for the next ninety days, every Tuesday through the end of November. Member Thrower is still concerned about the close proximity of the mobile showers to Warfield Park and Northside School, especially because of the time of day the showers are available, 3:30 - 5:30 p.m., when children are usually out of school. Members requested that the homeless issue remain as a recurring item on upcoming agendas.

(c) Rezoning Update – September 26th Special Workshop

Cija advised the board that a special workshop is scheduled for September 26th beginning at 6:00 p.m., in the commission chambers. Members were able to look at some of the areas including residential and transitional. CRA Manager, Don Morris explained the map, and purpose of meeting and seeking recommendations from the board. The plan is to complete the rezoning project in the first quarter of next year.

Suggested topics for October 3rd 2018 meeting

4th Avenue Updates

Vacant lot, school board lot – Turnstone Development – development plans

Homeless/Mobile Shower – update – 90 day approval

Serenity Project

Clarification regarding a sitting member's request for funding – what is the process, recusal from voting on the item or resignation from the board?

Member Thrower requested that a thank you letter be sent to former chair Michael Vonder Meulen; CRA Manager, Don Morris said that the staff liaison will handle.

VIII. Communications to City Commission

There was none

IX. Public Comment

Former COFL Commissioner and former CCRAB member Tim Smith told the board that the Central City Alliance supports the Sanbox 101, LLC project.

X. Adjournment

There being no further business, the meeting was adjourned at 5:33 p.m.

DRAFT

**DRAFT MEETING MINUTES
SPECIAL REZONING MEETING
CENTRAL CITY REDEVELOPMENT ADVISORY BOARD (CCRAB)
CITY HALL
100 NORTH ANDREWS AVENUE
COMMISSION CHAMBERS
FORT LAUDERDALE, FLORIDA
WEDNESDAY, SEPTEMBER 26, 2018 – 6:00 PM**

Cumulative Attendance from October 2017

<u>Board Members</u>	<u>Attendance</u>	<u>Present</u>	<u>Absent</u>
Justin Greenbaum (chair)	P	9	0
Mark Antonelli (vice chair)	P	8	2
Pieter Coetzee	A	2	1
Alex Karamanoglou	A	1	2
Peter Kosinski	P	2	1
Laxmi Lalwani	P	4	0
Colleen Lockwood	A	7	3
Theodore Spiliotes	P	3	1
Zachary Talbot	P	4	0
Ray Thrower	P	9	0
Danella Williams	P	2	1

At this time, there are 11 appointed members to the Board, which means 6 would constitute a quorum.

Staff:

Don Morris, Central Beach/ Central City Manager
Cija Omengebar, CRA Planner/Liaison
Lizeth DeTorres, BCH CRA
Sandra Doughlin, NPF CRA

I. Call to Order

Chair Vonder Meulen called the meeting to order at 6:05 p.m. It was noted that a quorum was present.

Also in attendance were approximately 60 members of the public.

Chair Greenbaum recognized Commissioner Glassman, who welcomed the attendees and thanked them for their participation.

Members of the board were advised that if they owned property that might be affected by the rezoning they would be able to discuss but not vote on the rezoning of the Central City Redevelopment area. Conflict of interest forms were provided to all board members that were completed and submitted to board liaison Cija Omengebar. The following members submitting conflict of interest forms were: Chair Greenbaum, Vice Chair Antonelli, members Thrower, Kosinski and Williams. Only members who do not have a conflict would be able to vote.

Don Morris, Central City CRA Manager, advised the group that although it would be nice to have a vote, the primary purpose of the workshop is primarily to get input as to the direction that would be taken. Go through process, listen to the comments from the neighborhood and the board and after all that everything would be taken into consideration if there's no formal vote after the fact will come up with a decision as to what the general consensus is which will allow everyone to move forward with the process.

II. Proposed Mixed-Use Rezoning Discussion – Althea Jefferson

Althea Jefferson, of the Mellgren Planning Group also present was Michelle Mellgren representing the firm. Ms. Jefferson shared a power-point presentation, (see attached). Ms. Jefferson went on to explain the process and exercises undertaken and findings thus far, community feedback to date. She told the board that the workshop would be used to go over the project summary, community feedback and discuss any proposed changes with regard to the zoning. She explained that this is an effort to match up the land development code with the redevelopment plan.

The presentation provided a number of zoning recommendations for residential, commercial and mixed use. Neighbors wanted gateway signage, civic and public spaces for socializing, pedestrian scale streetscape for business areas. Images selected were eight stories and below, 5 to 7 stories; however between 3 to 5 stories appeared to be most popular; with primarily 1-2 stories for residential areas. For parking the preference was structured parking and angled street parking.

The zoning recommendations were:

- Create new opportunities for residential and commercial
- Maintain diverse character of housing
- Mixed uses; and
- Protect existing residents from displacements

Workshop #2 discussion and vote results were:

Area 1

- Proposed some permissible adaptable reuse (home can be turned in office)
- 1-5 stories in orange area
- 1-2 stories in green area
- Current allowable height is 35 feet/3 stories

Area 2

- Neighborhood wants no change
- Current allowable 35 feet/3stories
- No change unless the board recommends differently

Area 3

- West on Sunrise, currently commercial photos shown represents what neighbors prefer, support mix-use in this area
- 2 to5 stories are supported
- Current allowable height is 150 feet/15 stories
- Additional comments area listed on the slide

Area 4

- Multi-family is proposed for this area
- Feedback supports 3stories/already allowed in this area
- 9th Avenue east 3 stories are currently allowed
- Additional comments do not object up to 7 stories
- 3-5 stories were supported
- Comments for this area allows/supports up to 5 stories

Area 5

- NE 4th avenue
- Support for mixed use and multi family
- Scale of 3 – 5 stories
- Allows up to 150 feet
- Feedback recommended merging areas 6 and 7

Area 6

- Supports for 1- 2 stories
- 3 stories are currently allowed
- Additional comments included recommendation for under 3 stories for this area

Area 7

- Allowable height is 150 feet
- Recommended merging areas 5, 6 and 7
- Questions on TOD

Area 8

- 5-7 stories are supported
- Mix use and multifamily

Area 9

- 5-7 stories are preferred
- Mixed use and multifamily
- Highest votes supported images presented on the slides

Area 10

- Support for proposed multifamily
- Blended in

Member Talbot asked if the height of 7 stories was across the board should areas 5, 6 and 7 be combined. The response from TMPG was that it will pull the depth back to where it exists, and allow scale and intensity in the front while down-scaling the back towards the neighborhood.

Member Antonelli asked about the area 5, along 4th Avenue where the zoning is CB, 150 feet/15 stories, there's an imaginary line between 3rd and 4th Avenues, RD-15; however, there is no zoning classification that scales it down. The concern is due to the lack of depth it would be difficult to encourage investors with a worthwhile project. He continued that the higher density encumbers half of a lot and needs to be pushed back, and this would encourage development in the area. TMPG agreed that the depth is too narrow to implement ideas from the neighborhood. Even though the criteria do not allow it, zoning does.

He had some technical questions on area 3 with a scale 2 to 5 ft. and very small strip where homes behind are in a very small scale He mentioned that the recommendation of the board 5 stories will not be permissible, they need to scale down to 11. Same comments at area one Powerline.

Vice Chair Greenbaum asked about area 2 as it compared to other areas. He recommended looking at other areas to see where larger developments could occur. He suggested that they use Flagler Village as an example. TMPG agreed with the

recommendation and will provide commercial project examples which would show the difference in scale, height and density and what a scaled down version looks like.

Member Kosinski asked if the possibility of minimum height standards particularly along thoroughfares where there is continuous bands of structures was ever considered and not have mixed heights. TMPG explained that there are a lot of design features in the draft and will continue to work with city staff. Member Kosinski also inquired about parking provisions. TMPG responded that everything can be discussed; however, parking issues were not part of the discussion there is still a lot more to discuss. It will be discussed in future opportunities and decided if they keep it as is or make some changes.

Member Lalwani asked if they showed people illustrations with building height that they will be getting in this area. TMPG said they showed images and photos and they posted on line as well including scale renderings. Area 4 is drawn as it's shown on the screen because the depth issue trying to scale down 2 to 3 stories as neighbors preferred and permitted. TGMP mentioned that even though there is other preferences and is permitted is not feasible by not having much property to meet regulations then they will have to scale down.

Member Williams asked if when they discussed with neighbors they mentioned which factors to take in consideration areas 1 to 2 versus 3 to 5 in certain areas. TMPG said only in instances when they provided comments were given.

Chair Greenbaum mentioned that one of the special attributes of central city is the proximity to Flagler Village area with amazing views, he said they would like to be close to that concept in the area and recommended to fly some drones to have a better view of the infrastructure and buildings.

Member Throver expressed his support for minimum heights. He also mentioned road closures and suggested that "dead" parcels be looked at more favorably. He also asked if members could see some of the vacant areas between Powerline and NE 4th Avenue; between NE 10th and 11th Streets; in between there is a road closure and dead right of way.

Vice chair Antonelli wanted to know the depth that's being proposed for area 4 to extend to business uses.

Open Public comment at 7:21 p.m.

1. Lake Ridge resident, Dick Haliburton wants to see the rezoning done as part of the entire City.

2. Past chair, Randall Klett questioned why current maps related to the rezoning discussion are not being displayed. He stated that he is not happy with the process which is being delayed for years and mentioned that in 2015 a consultant was hired and as a result they had a previous plan approved by City Commission and nothing was done. Neighbors want to have walkable areas and recommended to wait another year if necessary in order to have the right drawings with needs they want. He asked if depth was added to W of 4th Avenue.
3. Former member, Kathryn Barry requested a current and more visible map and asked if they are available online so they can print them. On 13th Street she asked what can be done, the street is not deep enough.
4. Gus Carbonell local architect and property owner at 4th Avenue, he considers depth very important. Mentioned that some of the projects mentioned on area 3 are no feasible weather 5 stories or more they will need construction parking and depth for loading. Along Sunrise Blvd., suggested one zoning district all the way to 11th Street and create a guideline. He agree with Member Kosisnski about urban fabric, they need a minimum number of stories no more single tenant places with a parking lot around it.
5. Deborah Kerr, Chair Greenbaum made the call and she was no longer in the audience.
6. Obirssent Sylvain, He mentioned his question was already answered with some of the input from previous questions.
7. Abby Laughlin, she mentioned the number one priority is to see redevelopment, by downzoning the commercial area without the right depth needed, they will not accomplish the CRA main goal which is to eliminate slum and blithe. She mentioned that the consultant didn't include input from the expert panel. Recommended strongly not to vote at this meeting and last petition to include food trucks in the area.
8. Catherine Howell, question being answered with previous information given.
9. Yeika Mikulji, computer consultant, mentioned that communication is lacking she hasn't seen any updates on the website or been able to understand the progress of this project. Request to not only talk and about areas on Sunrise but depth on 13th street too.
10. Michael Alaovi, represent property owners on the area. He asked if the consultant factored the impact that the rezoning will have on the capital that is being invested

on these areas. He asked if reducing the entitlements, if there will be some value in return as property owners.

11. Homeowner Latrinsha Greaves, is concern with parking and code enforcement issues in the area at Sunrise and 13th street. She mentioned is in agreement with City staff to make something good in the area but requested to consider dead end on streets and empty parcels where criminals gathers to eliminate safety issues.
12. Edward Catalano, resident at 13st. mentioned does not agree with the plan and adding commercial to the area where there is no consistency with lots sizes at NE 4th street all over 11th street. The way is planned doesn't make sense.
13. Teri Sesto, she welcome the redevelopment on the Sunrise area and requested for people in the areas one, ten and two should be more informed of the outcome of this project and how taxes will be used. She said that if skyscrapers will be built on these area, it will not be affordable for people due to tax increments. She request to consider where residents will can be relocated. Concern of where these people will going to live.
14. Kevin Fernandez mentioned that part of the process is missing, concern about commercial adding into neighborhoods, taxes increments, depth. He said retail is dead and he thinks City needs to be progressive. Congestion is misunderstood, traffic getting worse, pros and cons that residents need to be informed so they can make the rights decisions.

Public hearing closed at 7:48 p.m.

Board comments

Member Antonelli mentioned that as homeowner tax increase is capped at a certain percent per year so as property value increases dramatically as a result of the revalidation of the area the taxes do not grow that much. All new developments will be built to the code and parking and flooding areas will be improved.

CRA Manager, Donald Morris mentioned that due to the comments received, he anticipated coming back in November for a follow up meeting to address some of the comments and provide more input of what is being discussed in order to make a recommendation.

Althea Jefferson, of the Mellgren Group responded to the questions posed by the audience

- i) How does this rezoning project impact the city; the response was that it does not, it will only impact the Central City Area.
- ii) Responding to a question about the map was that until the rezoning regulations are worked out there is no map; the reason for the workshops is to get public input and give direction to what is currently in the area such as density and permitted use. The feedback from workshop #2 was provided to the planning staff; however it was not useable or feasible; so, it's back to the drawing board. The maps will not be posted to the website since it could create some confusion; since what's currently on the map is no longer relevant.
- iii) Responding to the question "What's another year?" It's up to the group to consider.
- iv) Regarding the question on permitted uses, Mellgren was told not to provide information regarding regulations; since nothing has been worked through with the planning staff.
- v) Input for industry experts; the response was that it was a regulatory discussion and will be addressed with planning staff. That information will be posted and made available online.
- vi) Regarding the loss of height, Ms. Jefferson's response was that there is currently no proposal to reduce height; however, for those buildings 5-stories or higher developers will be asked to provide 71/2% of public open space, which should have benches, lighting, dog stations, and a water feature which would benefit the community and add value to the area
- vii) Regarding the question on how are "they" going to put commercial properties on 13th Street, the audience was told that currently there are commercial properties on 13th Street.

In closing, Ms. Michele Mellgren, of the Mellgren Group addressed the board and audience telling them that they've heard the recommendations from the residents, that they are not hard and fast recommendations; it will a collaborative effort that will include the planning staff aso saying that there might be the need to scale back; and hopefully to bring forth a solution that will be a win win for everyone. They will review the input from tonight's meeting and refine the process and come back to the board.

Chair Greenbaum asked about the land use amendment and the time it takes; from her experience she feels that the land use plan amendment is not necessary.

CRA Manager Don Morris asked the board to consider cancelling the October 3rd meeting. Motion made by vice chair Antonelli, seconded by member Thrower to cancel the October 3, 2018 meeting. Motion passed unanimously.

Motion made by member Thrower, seconded by member Laxmi to have only one item on the agenda, "The Proposed Rezoning Presentation" on the November 7th 2018, agenda. Motion passed unanimously.

III. Communications to City Commission

There was none

IV. Adjournment

Motion to adjourn the meeting was made by member Laxmi, seconded by the board. There being no further business, the meeting was adjourned at 8:03 p.m.

DRAFT

Central City CRA Revised Scope (Add-Ons)

Featured Map Series and Visualization: TMPG will provide a series of maps that include illustrations to help articulate re-zoning recommendations brought forth to the CC CRA Advisory Board. This is different from the mapping proposed within the original scope because the number of revisions and meetings has increased. The illustrations shall include buildings at rezoning locations - as they might appear on the ground. The level of detail provided in the map series will also include a dry-run assessment of the usable land area (buildable land space), which accounts for landscaping, wider sidewalks, and public open spaces. Once the CC CRA Advisory Board provides feedback, the map series can be adjusted for use in other public meetings. The images can also be placed onto the project web page. The tasks required to complete the Featured Map Series and Visualization include the following:

Additional GIS Mapping & Analysis – TMPG Planner will conduct a GIS analysis, and present the results in the Featured Map Series. The analysis will include a lot-fit assessment for re-zoning locations on NW 13th Street, NW 9th Avenue, and Sunrise Boulevard, as requested by the Central City CRA Advisory Board. The lot-fit analysis will be used to create diagrams that articulate the recommendations in a conceptual format (similar to pictometry).

Alternative Build-out Analysis – Previously, a build-out analysis was performed on the existing regulations to determine the extent of growth that could occur in the area with existing zoning. This information was used, in tandem with stakeholder input, to create the zoning map recommendations. An alternative analysis will be performed for areas where the residential FLU can be used for commercial flex allocation (parcels needed to provide additional lot depth for commercial redevelopment), as the City’s flex allocation strategy will require the use of other Broward County provisions to attain mixed uses in the study area.

Design and Story Boards – After completion of the lot-fit analysis, our Urban Design Planner will design and create story boards to provide the CC CRA Advisory Board with a sense of the look and feel of development within the realm of the proposed rezoning recommendations. The story boards can also be used for Planning and Zoning Board, as well as City Commission meetings. Copies of the story board images can also be posted to the re-zoning project’s web page.

GIS & Mapping Analysis, Alternative Build-out Analysis, Story Boards - \$6,000

Additional Meetings: Additional meetings are necessary to ensure that the proposed rezoning is fully understood and supported by the Neighbors, Advisory Board, and City Commission. While we agree that the meetings should occur to avoid a “false consensus,” our original scope of services did not include the extent and number of meetings requested as the project progressed. As such, we would

require a revision to the scope to include these critical meetings. We also request that the City Attorney be included in the 1-2 of these meetings.

In addition, we recognize the need to see progress on this project and balance that with the need for ensuring full consensus and understanding of the zoning recommendations. Therefore, we will likely propose a phased approach to the rezoning project, which allows incremental progress toward the community's preferences. This will help reassure the neighbors that we are taking progressive and positive steps toward their goals; however, additional fees will occur for tasks and time dedicated to additional ordinances and community meetings.

The tasks required to adequately address the needs for Additional Meetings include the following:

Additional Workshop(s) - The CRA Advisory Board has requested another full workshop at their regularly scheduled meeting in November. We are happy to provide another workshop; however, this additional meeting and the preparation and time for facilitating the discussion of the additional workshop was not addressed in the original scope of work for the rezoning project. We anticipate 2 additional meetings with the Advisory Board, including the one scheduled for November.

Two CC CRA AB Meetings - \$2,500

Additional CC CRA AB Meetings - \$150/hr.

Additional Community Workshops/Community Meetings - \$200/hr

Additional Meetings:

TOC Overlay – Currently, the Urban Design and Planning Department is working with another consultant to establish a Transit Oriented Code Overlay. While we are aware that this effort is underway, we are not currently familiar with the status of the project, and how it may/may not be used for the northeast portion of the CC CRA, which lies just west of the proposed station area. Transit Oriented Design (TOD) is mentioned in the Central City Redevelopment Plan; and, has been the topic of discussion/interest of several stakeholders.

One Meeting to Discuss the Proposed TOC Overlay Implications - \$900

Two General Technical Committee Meetings - \$1,800

Additional General Technical Committee Meetings - \$150/hr.

Split Parcel Future Land Use (FLU) and Split Parcel Zoning – The current data we have for the Future Land Use Map (FLUM) reflects there are several parcels within the CC CRA that have been split between 2-3 land use designations and/or zoning districts. Ideally, and as a common

practice, there should not be two different districts or designations on one parcel. We need to explore and discuss this further, along with the Urban Design and Planning staff to reach a workable solution, which requires additional meetings that were not contemplated in the original scope of work. This meeting would occur outside of the regular Technical Committee Meetings, as this is a set-aside discussion that wouldn't require participation from the rest of the group.

One Meeting to Discuss current issues regarding FLUM and Zoning Map - \$900

Additional FLUM and Zoning Map Meetings - \$150/hr.

Opportunity Zones - Opportunity Zones, another potential source of redevelopment investment, has become a major point of interest to our team since the study area received approval for designation in late April. With its Opportunity Zone designation, Central City CRA is uniquely positioned to identify and market its neighborhood assets. There are opportunities to use permitting and zoning to entice and encourage investment within Central City CRA, and we'd like to be a part of that effort. We believe that it will be beneficial to actively engage a coalition of City Economic Development staff to help craft innovative incentives for Central City. This group would meet separately from the current Technical Committee, with one session that includes a few of the Industry Experts Roundtable participants. These additional meetings will help us craft new incentives and processes that can help shift the narratives and assumptions about investment viability in the CRA, once the rezoning takes place.

One Opportunity Zones Discussion Meeting - \$900

Additional Opportunity Zones Discussion Meetings - \$150/hr.

Additional time and tasks will be required if the CRA Project Manager, CC CRA Advisory Board, and City Commission find that it is best to proceed with incremental phasing of the zoning changes, thus requiring more than one ordinance and additional public hearings.

Additional zoning ordinance(s) & related tasks for phasing recommended changes - \$150/hr.

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

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

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

WITNESSETH:

I. DOCUMENTS

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

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

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

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

II. SCOPE

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

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

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

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

III. FISCAL YEAR

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

IV. COMPENSATION

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

V. METHOD OF BILLING AND PAYMENT

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

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

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

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

VI. GENERAL CONDITIONS

A. Indemnification

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

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

B. Intellectual Property

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

C. Termination for Cause

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

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

D. Termination for Convenience

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

E. Cancellation for Unappropriated Funds

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

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the CRA, a community redevelopment agency, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the CRA as "additional insured" shall be at the Contractor's expense.

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

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

Workers' Compensation and Employers' Liability Insurance

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

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

Commercial General Liability Insurance

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

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

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

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

Automobile Liability Insurance

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

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

Professional Liability (Errors & Omissions)

Consultants

Limits: \$2,000,000 per occurrence

Certificate holder should be addressed as follows:

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

G. Environmental, Health and Safety

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

H. Standard of Care

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

I. Rights in Documents and Work

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

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

J. Audit Right and Retention of Records

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

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

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

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

K. Public Entity Crime Act

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

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

L. Independent Contractor

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

M. Inspection and Non-Waiver

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

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

N. Assignment and Performance

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

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

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

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

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

O. Conflicts

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

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

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

P. Schedule and Delays

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

Q. Materiality and Waiver of Breach

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

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

R. Compliance With Laws

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

S. Severance

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

T. Limitation of Liability

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

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

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

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

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the CRA may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the CRA's enforcement in Canada of a judgment entered by a court in the United States of America.

V. Amendments

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

W. Prior Agreements

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

X. Payable Interest

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

Y. Representation of Authority

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

Z. Uncontrollable Circumstances ("Force Majeure")

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

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

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

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

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

AA. Scrutinized Companies

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

BB. Public Records

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

Contractor shall:

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

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

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

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

ATTEST: [Signature]
CRA Secretary

FORT LAUDERDALE COMMUNITY REDEVELOPMENT AGENCY

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

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

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

[Signature]
Assistant General Counsel
Gustavo Ceballos

WITNESSES:
[Signature]
Signature
Kaitlyn Forbes
Print Name
[Signature]
Signature
Althea Jefferson
Print Name

THE MELLGREN PLANNING GROUP INC.
By: [Signature]
Michele C. Mellgren, President

(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

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

(SEAL)



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

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

Personally Known OR Produced Identification _____
Type of Identification Produced _____

Cost Proposal: Detail



TASKS	Hours	Cost
Task A - Project Orientation / Issue Identification	93	\$ 11,660.00
Task B - Analyze Planning Documents	96	\$ 12,065.00
Task C - Public Involvement Program (includes public hearings and community meetings)	77	\$ 9,720.00
Task D1 - Prepare Land Use Amendment (includes County Application submittal, coordination with State and Regional review agencies, staff reports and all legislation, attendance at all public hearings; and, County recertification once effective)	110	\$ 13,770.00
Task D2 - Prepare New Mixed Use Zoning Classification Outline	92	\$ 11,560.00
Task E - Prepare Draft ULDR Amendments	204	\$ 25,535.00
Task F - Prepare Final Ordinance, Districts, & Map	22	\$ 2,785.00
Task G - Progress Reports (includes meetings with staff and revisions to drafts)	78	\$ 9,795.00
TOTAL	772	\$ 96,890.00

Work Fee Schedule		
Role	Rate	Hours
Principal-in-Charge	\$195/HR	68
Managing Principal	\$185/HR	28
Senior Associate	\$150/HR	268
Planner/Urban Designer	\$100/HR	357
Intern/Administrative	\$50/HR	51