

# MIAMI BEACH

Land Use and Development Committee Meeting

City Hall, Commission Chambers, 3rd Floor, 1700 Convention Center Drive

May 23, 2018 - 2:30 PM

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## LAND USE AND DEVELOPMENT COMMITTEE MEETING AGENDA COMMISSION CHAMBERS 1700 CONVENTION CENTER DRIVE 3RD FL.

Wednesday, May 23, 2018, 2:30 PM

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### DISCUSSION ITEMS

1. DISCUSSION REGARDING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH MORE AGGRESSIVE REQUIREMENTS FOR EMPLOYEE TRANSPORTATION PLANS.

City Commission  
June 8, 2016 Item R7 X

2. DISCUSSION REGARDING THE DEAUVILLE BEACH RESORT.

Commissioner Kristen Rosen Gonzalez  
March 7, 2018 Item R9K (Continued from April 4, 2018)

3. DISCUSSION RELATING TO THE ADOPTION OF ORDINANCES TO INCREASE THE MAXIMUM HEIGHT FOR THE COMMERCIAL, MEDIUM INTENSITY DISTRICT (CD-2), AND THE COMMERCIAL, PERFORMANCE STANDARD, GENERAL MIXED USE DISTRICT (CPS-2) FOR 5TH THROUGH 7TH STREETS, BETWEEN WEST AVENUE AND ALTON ROAD; AND FOR THE PROVISION OF A PUBLIC BENEFIT.

Mayor Dan Gelber  
April 11, 2018 Item R9 AA

### VERBAL REPORTS

4. DISCUSSION PERTAINING TO ANTICIPATED INCREASES IN EXTREME HEAT AND THE IMPACT ON BUILDING AND SITE PLAN DESIGN.

Commissioner John Elizabeth Aleman  
July 26, 2017 Item C4 A (Continued From April 4, 2018)

5. DISCUSSION: A. NORTH BEACH MASTER PLAN RECOMMENDATIONS FOR THE TOWN CENTER (TC) ZONING DISTRICTS. B. PROPOSED FLOOR AREA RATIO ("FAR") INCREASE FOR THE TOWN CENTER ZONING DISTRICTS.

Commissioner Ricky Arriola & Vice-Mayor John Elizabeth Aleman  
December 13, 2017 Item C4 AA (Continued From March 14, 2018)

6. DISCUSSION REGARDING CONSIDERING THE ATTACHED ORDINANCE, WHICH WILL CLARIFY WHO MAY SUBMIT AN APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN/FUTURE LAND USE ELEMENT OR MAP, AND/OR THE CITY'S LAND DEVELOPMENT REGULATIONS.

Commissioner John Elizabeth Aleman  
April 11, 2018 C4 L

7. DISCUSSION TO EXPLORE POTENTIAL PUBLIC BENEFITS TIED WITH MAJOR ZONING CHANGES.

Commissioner Mark Samuelian

April 11, 2018 C4 M

8. DISCUSSION TO REVIEW THE ROLE OF LAND USE BOARDS IN NEIGHBORHOOD IMPROVEMENT PROJECTS.

Commissioner Mark Samuelian

April 11, 2018 C4 N

**Supplemental Updated May 23, 2018**

9. DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND.

Commissioner Ricky Arriola

April 11, 2018 C4 O

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City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Item 1.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

**TITLE: DISCUSSION REGARDING THE RECOMMENDATION OF THE NEIGHBORHOOD/COMMUNITY AFFAIRS COMMITTEE TO ESTABLISH MORE AGGRESSIVE REQUIREMENTS FOR EMPLOYEE TRANSPORTATION PLANS.**

**HISTORY:**

Since 2012, the Transportation Element of the City's 2025 Comprehensive Plan has included a policy on Transportation Demand Management (TDM) (Policy 6.2) to direct staff to educate and encourage the development community to implement TDM strategies to improve mobility, reduce the need for parking, and improve the efficiency of the City's roadway network.

TDM is a term reserved for a program typically implemented by municipalities requiring employers and developers to provide amenities and strategies for employees to utilize alternative methods of transportation for commuting. Below is a timeline of the City's outreach efforts and stakeholder involvement process.

February 2015 - The City of Miami Beach conducted a Traffic Management Workshop where staff proffered formalizing the Employee Transportation Plan Strategy via ordinance. This strategy was endorsed by the Neighborhood/Community Affairs Committee in April 2016.

March 2017 - Transportation Department staff provided an update on its draft TDM ordinance to the Land Use and Development Committee (LUDC). At the meeting, the Committee recommended that the Administration reach out to the Miami Beach Chamber of Commerce and present the concept to the Chamber for input. Pursuant to the Committee's direction, City staff briefed the Miami Beach Chamber of Commerce on the concept. The Chamber expressed some concerns regarding the impacts that a TDM strategy could have on businesses and private development in the City. The Chamber also expressed interest in helping the City craft a TDM initiative with a more collaborative stakeholder process.

April and May 2017 - Transportation Department staff reached out to local South Florida municipalities, FDOT, South Florida Commuter Services (SFCS), and The Center for Urban Transportation Research (CUTR) at the University of South Florida to learn more about their TDM programs and regional TDM resources. SFCS has worked with the cities of West Palm Beach and Boca Raton to initiate their TDM programs. SFCS and CUTR expressed willingness to assist Miami Beach in its TDM efforts at no cost to the City (i.e., through contract services funded by FDOT).

During the May 2017 LUDC meeting, Committee Members were briefed on regional TDM resources available through SFCS and CUTR to support communities initiating a TDM strategy. The Committee was supportive of working with SFCS and suggested that the Transportation Department staff move forward in a partnership and report back in September 2017.

July 13, 2017 - The City of Miami Beach Transportation Department and SFCS facilitated an internal roundtable

discussion with multiple City departments to gauge buy-in on a citywide TDM initiative. The meeting was well-attended and well-received. The attendees were engaged and actively participated throughout the meeting, identifying ideas and initiatives they viewed as most important for a successful TDM Program within the City of Miami Beach.

November 29, 2017 – A joint meeting with internal City of Miami Beach and community stakeholders was moderated by the Transportation Department, SFCS, and CUTR. The objective of this meeting was to gain valuable feedback and discuss initial TDM goals in advance of a broader TDM workshop. The session was well attended by City Staff from multiple departments along Transportation partners from across the Beach, such as the Greater Miami Convention and Visitors Association, the Greater Miami and the Beaches Hotel Association, Miami Beach Chamber of Commerce, and Mount Sinai among others. The participants helped to provide greater outside and discussed mobility and parking strategies that could be considered as part of a broader TDM initiative.

January 9, 2018 - City Staff, along with SFCS, presented for a second time to the Miami Beach Chamber of Commerce. The Chamber was receptive to the revised approach taken by the City to engage stakeholders in the development of a TDM Strategy.

January 24, 2018 - The City, SFCS, and CUTR hosted a second larger public workshop. Participants included multiple city departments, the Greater Miami & the Beaches Hotel Association, the Miami Beach Chamber of Commerce, and a broad group of major stakeholders. The purpose of this larger workshop was to obtain many different perspectives on the Miami Beach TDM initiative, further identify potential ways to implement a Citywide TDM program in Miami Beach, and begin to prioritize specific mobility and parking strategies. The results provided a greater consensus about the content of a future Miami Beach TDM ordinance.

April 13, 2018 - The City, SFCS, and CUTR hosted the third public involvement workshop. Stakeholders reviewed a final draft TDM strategy which suggested next steps forward. The stakeholder group was comfortable moving the draft strategy forward to the Land Use and Development Committee.

May 1, 2018 - City Staff presented the draft strategies to the Miami Beach Chamber of Commerce. The Chamber supported the City's draft TDM strategy.

### **Analysis**

After extensive outreach with internal and external stakeholders and input from technical experts, staff is putting forward the following set of potential strategies and policies to reduce congestion within and connecting to Miami Beach through a partnership with the private sector and regional transit providers. This investment in time and consensus building was critical to developing the below potential TDM strategies and policies.

## POTENTIAL KEY STRATEGIES

Strategy	Lead(s)
<b>Communications</b>	
<ul style="list-style-type: none"> <li>Create targeted outreach campaigns, for example (Car Free Vacations, Easier Way to Commute)</li> <li>Create multi-lingual handouts</li> <li>Create a targeted Get2MiamiBeach.com website for residents and vehicles</li> <li>Survey community members at Miami Beach Ciclovía events</li> </ul>	Miami Beach Communications South Florida Commuter Services
<b>Employer Based Options</b>	
<ul style="list-style-type: none"> <li>Consider staggered working hours</li> <li>Consider flex time and work from home options</li> <li>Provide preferential parking for ridesharing employees</li> </ul>	Employers
<b>Employer Outreach</b>	
<ul style="list-style-type: none"> <li>Extensive direct marketing of existing commuter programs</li> <li>Consider carpool/vanpool programs targeted to large Miami Beach employers</li> <li>Develop a new employee welcome pack with commuting options</li> <li>Provide materials explaining commuting options to Miami Beach employers for posting and distribution to employees</li> </ul>	South Florida Commuter Services
<b>Program Management</b>	
<ul style="list-style-type: none"> <li>Develop annual mode share measurement processes</li> <li>Refocus on management of existing TDM Plans</li> <li>Continue working group efforts to monitor TDM Program progress</li> <li>Consider working toward a formalized Transportation Management Initiative, as the program progresses</li> <li>Consider a Transit and Vanpool Benefit Ordinance mandating employer participation within the City to allow employees to use pre-tax dollars to purchase fare media</li> <li>Develop TMI program measures</li> </ul>	Miami Beach Transportation
<b>Technology</b>	
<ul style="list-style-type: none"> <li>Work with rideshare providers to reduce illegal parking and congestion</li> <li>Pursue on-demand transit service for short trips and to connect people to transit</li> <li>Adopt parking and curbside management practices to incentivize alternative travel options</li> </ul>	Miami Beach Transportation
<b>Transit</b>	
<ul style="list-style-type: none"> <li>Evaluate targeted commuter shuttles</li> <li>Obtain origin/destination for commuters coming into city, in order to fine tune transit and trolley routes</li> <li>Obtain zip code information in order to evaluate potential transit improvements or commuter services</li> <li>Support implementation of the three Miami-Dade County Bus Express Rapid Transit routes to Miami Beach</li> <li>Pursue an intermodal center to serve major employers on Miami Beach</li> <li>Survey transit riders for service suggestions, and work with Miami Dade Transportation and Public Works and Miami Beach Trolley as appropriate</li> </ul>	Miami Beach Transportation Miami Dade Transportation and Public Works

### CONCLUSION:

The above information is provided to the members of the Land Use and Development Committee for review and input on the draft TDM strategies and policies.

### ATTACHMENTS:

Description	Type
❑ DRAFT TDM Strategies	Memo
❑ DRAFT TDM Brochure	Memo

**City of Miami Beach**  
**Potential TDM/TMI Strategies**

Potential Strategies	Short Term (1-2 years)	Medium Term (2-3 years)	Long Term (3-4 years)	Lead	Performance Measure(s)
<b>Communications</b>					
Create Marketing and Collateral Materials in multi-languages promoting alternatives and TDM Initiatives	Develop TMI Newsletter	Distribute newsletter quarterly	Ongoing	SFCS, CMB	# distributed annually
Create Getme2MiamiBeach.com website for residents and vehicles	Work with hotels, Convention to promote website to visitors	Develop Miami Beach Commuter Challenge	Ongoing	SFCS, CMB	Website hits
Create targeted outreach campaigns, for example: Car Free Vacations	Partner with hotels, convention bureau, vacation websites promoting alternatives	Ongoing	Ongoing	SFCS, CMB	Distribution of collateral materials, website hits from non-locals
Survey community members at Miami Beach events	Conduct survey at Cyclovia events	Update communications to residents and visitors as necessary	Ongoing	SFCS, CMB	Response rate
Promote Emergency Ride Home Program to commuters	Register current carpoolers, vanpoolers, and transit riders and provide limited number of free taxi cab vouchers a year to use in the event of an unexpected emergency or unscheduled overtime	Ongoing	Ongoing	SFCS	Number of ERH registrants who live and/or work in CMB; number and amount of vouchers redeemed with one end of trip in CMB
Promote bikeshare	Integrate bikeshare information into communication materials for commuters and visitors	Ongoing	Ongoing	SFCS	bikeshare usage

**City of Miami Beach**  
**Potential TDM/TMI Strategies**

Potential Strategies	Short Term (1-2 years)	Medium Term (2-3 years)	Long Term (3-4 years)	Lead	Performance Measure(s)
<b>Employer Based Options</b>					
Consider staggered working hours	Brochure on the benefits of alternative work hours	Hold roundtable to discuss opportunities with support from local and national experts	Ongoing	SFCS	Baseline Count initial year, update annually
Consider flex time and work from home options	Brochure on the benefits of alternative work hours	Hold roundtable to discuss opportunities with support from local and national experts	Ongoing	SFCS	Baseline Count initial year, update annually
Provide preferential parking in City garages for ridesharing employees.	Create a carpool parking program with reserved spots in City garages.	Provide discounted carpool/vanpool parking in City garages.	Investigate dynamic parking pricing to adjust cost based on demand in real-time.	CMB, SFCS	Carpool parking registrants. Parking revenues.
<b>Employer Outreach</b>					
Extensive direct marketing of existing commuter programs				SFCS	
Consider carpool/vanpool programs targeted to large Miami Beach employers	Develop TDM tool for employers showing alternative mode usage	Seek expansion of incentives offered by employers	Ongoing	SFCS	# of employer-partners promoting carpool/vanpool
Develop a new employee welcome pack with commuting options	Using focus groups of new commuters, develop info on commute options	Ongoing	Ongoing	SFCS	
Provide materials explaining commuting options to Miami Beach employers for posting and distribution to employees	Develop resource for existing employees on commute options	Ongoing	Ongoing	SFCS	
Develop Master List of Contacts (Employer, Schools, Associations, Organizations) and determine contact person	Update List Annually	Update List Annually	Update List Annually	SFCS, CMB	List of key contacts
Obtain origin/shift times/parking accessibility from employers	Update List Annually	Update List Annually	Update List Annually	SFCS	% of total employers on beach

**City of Miami Beach**  
**Potential TDM/TMI Strategies**

Potential Strategies	Short Term (1-2 years)	Medium Term (2-3 years)	Long Term (3-4 years)	Lead	Performance Measure(s)
Develop timeline for key events, meetings, employer benefit fairs, etc. to promote TMI and alternative modes	Ongoing	Ongoing	Ongoing	SFCS	Provide quarterly outreach list/attendees
<b>Program Management</b>					
Develop annual mode share measurement processes	Distribute survey to employers/new businesses	Distribute survey to employers/new businesses	Distribute survey to employers/new businesses	SFCS	% of responses
Refocus on management of existing TDM Plans	Inventory existing TDM plans	Conduct follow-up to verify current status	Ongoing	SFCS	# of employer-partners promoting TDM
Continue working group efforts to monitor TDM Program progress	Inventory existing TDM plans	Ongoing	Ongoing	SFCS	
Consider working toward a formalized Transportation Management Initiative, as the program progresses	Identify key stakeholders (public and private) to serve as advisory board	Expand the advisory board and hold an annual event to bring attention to the role of the TMI.	Investigate the need for a more formal structure like 501©6 to accept or generate funding.	SFCS	Number of TMI members
Consider a Transit and Vanpool Benefit Ordinance requiring employers within the City to allow employees to use pre-tax dollars to purchase fare media	Promote the availability of the qualified transportation fringe benefit (tax free benefit) to employers	Investigate development of Transit and Vanpool Benefit Ordinance	Implement Transit and Vanpool Benefit Ordinance (if feasible)	City	Participants in the Transit and Vanpool Benefit Ordinance
Support carsharing by pursuing legislative action to reduce taxes and surcharges where employees and visitors can rent bike or car by hour or day. (e.g., Citibike Miami Beach)	Integrate bikeshare stations and carshare vehicle maps into communication materials for commuters and visitors	Ongoing	Ongoing	SFCS	bikeshare usage
Work with School District to identify current mode usage by staff/parents and promote adopted School Pool efforts	Incorporate School Pool technology which promotes safe walking and bicycling	Promote use of Yellow School Bus	Ongoing	SFCS	Annual list of participating schools, mode splits

**City of Miami Beach**  
**Potential TDM/TMI Strategies**

Potential Strategies	Short Term (1-2 years)	Medium Term (2-3 years)	Long Term (3-4 years)	Lead	Performance Measure(s)
<b>Technology</b>					
Provide parking lots for waiting Uber and Lyft drivers to reduce traffic	Identify locations for passenger pick-up and drop-off	Promote and monitor parking locations	Ongoing	City	Customer satisfaction.
Pursue on-demand transit service for short trips and to connect people to transit	Obtain employee commute data and determine the type of service that best matches the demand.	Secure service development funds for a multi-year demonstration.	Operate the service(s).	SFCS , MDT and City	Ridership on shuttle(s). Farebox recovery for service.
Adopt parking and curbside management practices to incentivize alternative travel options	Develop parking and curbside management plan	Implement curbside management plan	Monitor curbside management plan and adjust when necessary.	City	Customer satisfaction. Change in pedestrian/bicycle vs vehicle crashes.
Incorporate On-Demand Carpool Technology that will provide commuters opportunities to find carpool/vanpool partners via their smartphone	Enhancement of Current App for Miami Beach	Continue to monitor efforts	Continue to monitor efforts	SFCS	Will validate # of carpools, vanpools, travel times, occupancy
<b>Transit</b>					
Evaluate targeted commuter shuttles	Request employee origin/destination information from employers and identify opportunities	Estimate degree of interest from priority groups	Implement services when warranted	Miami Beach Transportation, MDT	Ridership on shuttle(s). Farebox recovery for service.
Obtain origin/destination for commuters coming into city, in order to fine tune transit and trolley routes	Request employee origin/destination information from employers and identify opportunities	Identify needs to change routes or schedules of existing services	Implement changes	Miami Beach Transportation, MDT	ridership by route

**City of Miami Beach**  
**Potential TDM/TMI Strategies**

Potential Strategies	Short Term (1-2 years)	Medium Term (2-3 years)	Long Term (3-4 years)	Lead	Performance Measure(s)
Obtain zip code information in order evaluate potential transit improvements or commuter services	Request employee origin/destination information from employers and identify opportunities	Follow-up with the priority groups identified as to new services		Miami Beach Transportation, MDT	
Support implementation of the three Miami-Dade County Bus Express Rapid Transit routes to Miami Beach	BERT via SFCS communication	Ongoing	Ongoing	Miami Beach Transportation, MDT	BERT ridership
Pursue an intermodal center to serve major employers on Miami Beach.	Coordinate meetings with major employers, City, MDT and SFCS	Identify location(s). Secure agreements.	Implement center	City, SFCS and MDT	Passenger trips through the Intermodal Center
Survey transit riders for service suggestions, and work with MDT and Trolley as appropriate	Determine need for adjustments in routes or schedule.	Ongoing	Ongoing	SFCS and MDT	Customer satisfaction. Transit system reliability by route.
Improve traveler confidence in transit service reliability to increase transit ridership	Establish current levels of reliability of bus and rail service. Support the provision of accurate real-time information on bus and rail services.	Determine methods for routinely reporting current status to commuters and visitors. Seek improvements in apps, if necessary.	Monitor and take appropriate measures for maintaining reliability	MDT, SFCS	On-time performance by route. Bus schedule adherence by route.



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Miami Beach Transportation Management Initiative



TMI Partners:



Supporting the reduction of single occupancy trips and traffic congestion in Miami Beach.

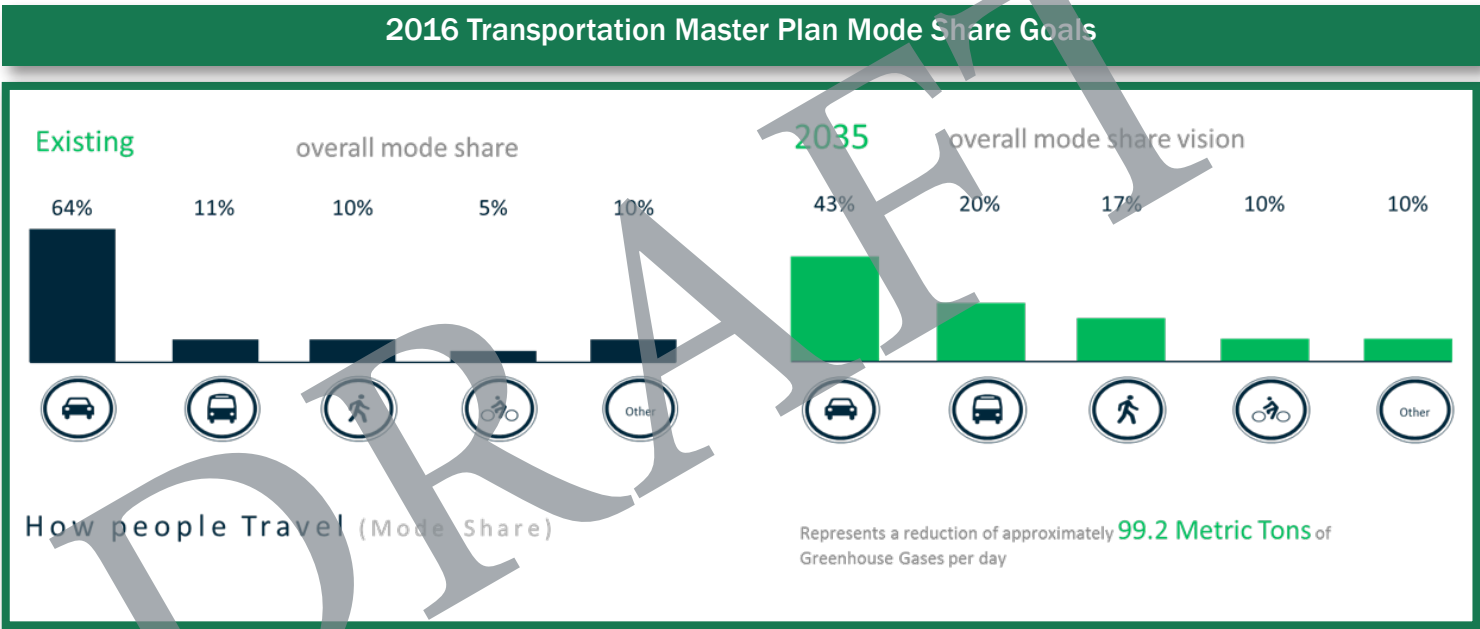


# INTRODUCTION

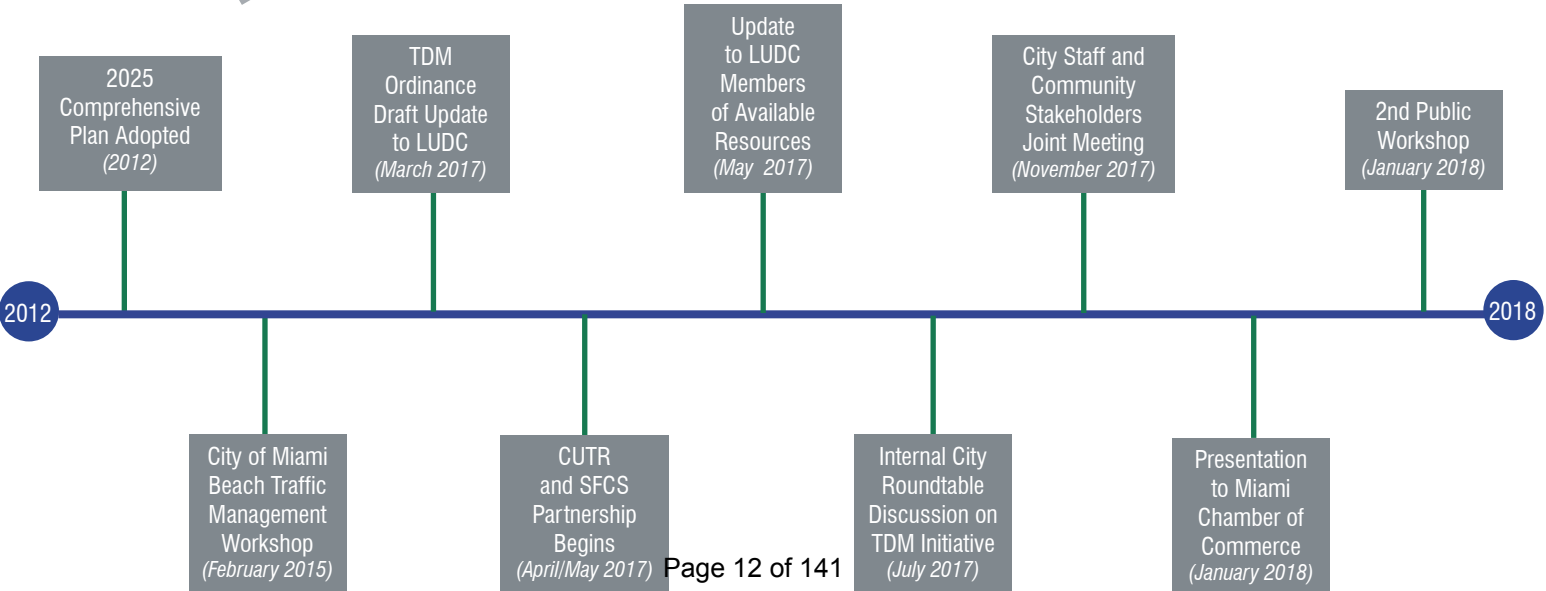
With a growing daily population over 200,000 and a residential population over 90,000, Miami Beach roadways are congested. The congestion is impacting the operations of Miami Beach businesses, the quality of life of its residents, and the experience of its visitors.

The Miami Beach 2016 Transportation Master Plan adopted goals which encourage alternate modes of transportation to reduce congestion. Transportation Demand Management can help meet these mode share goals by encouraging people to change individual commuting behaviors.

Transportation Demand Management (TDM) is the development of strategies and policies to reduce congestion within and connecting to the City of Miami Beach through a formal partnership with private sector and regional transportation providers.



# TIMELINE



# PROCESS

A series of workshops were held with stakeholders to identify and prioritize the strategies. Breakout groups were formed to identify **key strategies** to support in the reduction of trips within Miami Beach.

- Transit Improvements
- Parking Management and Optimization
- Communication Initiatives
- Employer Outreach Initiatives

Workshop Facilitators:	Workshop Participants:
South Florida Commuter Services University of South Florida Center for Urban Transportation Research	Miami Beach Departments: Communications Human Resources Parking Planning Transportation Tourism, Culture and Economic Development Sustainability Florida Department of Transportation (FDOT) Greater Miami and the Beaches Hotel Association
	Greater Miami Convention and Visitors Bureau Miami Beach Chamber of Commerce Miami-Dade Transportation Planning Organization Miami-Dade County Transportation and Public Works Loews Hotel Mount Sinai Hospital Miami-Dade County School Board South Florida Vanpool Program

# APPROACH

- The following findings were based on the discussions and strategies identified through the workshops:
1. No single solution will meet all the needs.
  2. Maximize participation and compliance with existing programs and plans.
  3. Recommend a mix of strategies to reach program goals, and avoid duplication of existing services.
  4. Engage more voluntary participation with employers before triggering mandates.
  5. Emphasize education and outreach in the early program years.
  6. Measure mode split annually to gauge progress toward mode share goals and program effectiveness.
  7. Refine and adjust TMI approach based on participation and demonstrated results.

# NEXT STEPS

- Endorsement by Land Use and Development Committee
- Endorsement by City Commission
- Begin Implementation

Item 2.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

TITLE: **DISCUSSION REGARDING THE DEAUVILLE BEACH RESORT**

**HISTORY:**

On March 7, 2018, at the request of Commissioner Kristen Rosen Gonzalez, the City Commission referred the subject item to the Land Use and Development Committee for discussion (item R9K).

On March 14, 2018 the item was continued to the April 4, 2018 LUDC meeting. On April 4, 2018 the LUDC discussed the item and continued it to a date certain of May 23, 2018.

**Analysis**

The Deauville Hotel, located at 6701 Collins Avenue was constructed in 1957 and designed by noted local architect Melvin Grossman. The subject structure is an excellent example of the Post War Modern (MiMo) style of architecture and is classified as a contributing building within the North Beach Resort Local Historic District.

One of the most noticeable features of the building is its dramatic porte-cochere, comprised of sweeping intersecting parabolic curves, creates a defining entry point for this once all-inclusive resort. Stepped horizontal planes rise from the street to the second floor lobby entrance along the building's façade, providing shelter and a clear pedestrian procession from Collins Avenue. The two-story structure to the south of the property contains ground level retail spaces with an enormous two story height ballroom space above, made legendary by the 1960s appearance of the Beatles on the "Ed Sullivan Show". An elongated honey comb pattern of ornamental hollow clay blocks forms a distinctive screening mechanism for the ballroom façade on Collins Avenue. The hotel units are contained within a 15-story tower with continuous horizontal windows and projecting concrete eyebrows located at the north end of the property.



The hotel is currently vacant and not operating due to a fire in July, 2017. While permits have been applied for, no serious building activity is taking place.

**Maintenance of Designated Properties and Demolition by Neglect**

Section 118-532(g) of the City Code provides a mechanism for the City to initiate the demolition by neglect process for a

designated property. Such process may be initiated if it is determined by the Historic Preservation Board, Planning Director or Building Official that a designated property has fallen into one or more of the following categories:

- A state of disrepair so as to potentially jeopardize its structural stability and/or architectural integrity;
- A state of disrepair, so as to potentially jeopardize the safety of the public and surrounding structures;
- A state of disrepair that results in the property failing to meet the minimum maintenance standards.

The following is a summary of the demolition by neglect process:

1. After 48 hours' notice to the owner of intent to inspect, the City may enter and inspect the property.
2. Upon completion of the inspection, a report delineating the findings of the inspection, as well as any remedial action required to address any violation of the required minimum maintenance standards, shall be immediately transmitted to the property owner. The City may require that the property owner retain a professional structural engineer to complete a structural evaluation report to be submitted to the City.
3. Upon receipt of such report, the property owner shall substantially complete any remedial or corrective action within 30 days of receipt of the report, or within such time as deemed appropriate by the Building Official, in consultation with the Planning Director. Such time may be extended at the discretion of the City's Building Official.

If the property owner refuses access to the property, and/or fails to undertake and substantially complete the required action noted above, within the specified time frame, the City may, at the expense of the owner, file an action seeking an injunction ordering the property owner to allow access to the property and/or take the required remedial and corrective action to restore the building's compliance with minimum maintenance standards. Additionally, the City may seek civil penalties (up to \$5,000 per day), for each day that the remedial and corrective action is not taken).

#### **UPDATE**

On May 8, 2018 the Historic Preservation Board discussed the Deauville Hotel, including a status report provided by the City Attorney. The Board concluded the item with no recommendation.

Building Permits for building repair were issued on April 2, 2018 and an inspection was performed on April 13, 2018. Also, the 40 year recertification was extended and will now expire on May 21, 2018. Additionally, the Building Official has been in contact with the Owner/Contractor, Engineer, and Owners Representative regarding the Deauville project, and has advised that additional access and inspections for some concealed work are still needed.

#### **CONCLUSION:**

The Administration recommends that the Land Use and Development Committee discuss the item and provide appropriate policy direction.

#### **ATTACHMENTS:**

Description	Type
□ Attachment	Memo





Deauville

6701

























City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Item 3.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

**TITLE: DISCUSSION RELATING TO THE ADOPTION OF ORDINANCES TO INCREASE THE MAXIMUM HEIGHT FOR THE COMMERCIAL, MEDIUM INTENSITY DISTRICT (CD-2), AND THE COMMERCIAL, PERFORMANCE STANDARD, GENERAL MIXED USE DISTRICT (CPS-2) FOR 5TH THROUGH 7TH STREETS, BETWEEN WEST AVENUE AND ALTON ROAD; AND FOR THE PROVISION OF A PUBLIC BENEFIT.**

**HISTORY:**

On April 11, 2018, at the request of Mayor Dan Gelber, the City Commission referred the subject discussion to the Land Use and Development Committee (LUDC) for consideration and recommendation (Item R9AA).

**BACKGROUND**

The properties along the 500-700 block of Alton Road and West Avenue are located within three separate zoning districts (CPS-2, CD-2 and RM-2). The 500 block is separated from the 600-700 block by a dedicated public right-of-way (6th Street). Currently there is an active, approved mixed use development project for the 500-700 blocks, which is broken down as follows:

Lot Sizes: 500 Block: 85,348 SF  
600 Block: 138,842 SF  
700 Block: 49,000 SF

Approved Height: 500 Block: 75 Feet (DRB 22959)  
600 Block: 120 Feet (Existing South Shore Hospital) and 60 Feet (DRB 22959)  
700 Block: 60 Feet (DRB 23126)

Approved FAR: 500 Block: 170,696 SF / 2.0 (DRB 22959)  
600 Block: 277,684 SF / 2.0 (DRB 22959)  
700 Block: 98,000 SF / 2.0 (DRB 23126)  
Approved FAR for Overall Project: 546,380 SF / 2.0

Approved Residential Units: 500 Block : 163 Units (DRB 22959)  
600 Block: 281 Units (DRB 22959)  
700 Block: 66 Units (DRB 23126)  
Approved Residential Units for Overall Project: 510

Recently, a group of area residents, condominium unit owners and affected stakeholders (Gateway Community Alliance) began a dialogue with the property owner for the 500-700 Blocks (Crescent

Heights). Attached to this memo are two separate proposals pertaining to the 500-700 blocks of Alton Road from the Gateway Alliance and Crescent Heights. Each of these proposals would require City Commission approval for a development agreement, as well as Land Development Regulation Amendments pertaining to overall building height. Based upon what has been provided, the following is a general summary of each proposal:

#### **Gateway Community Alliance Proposal**

- A single 280 foot tall residential tower at the NE corner of the 500 block, with a limited parking pedestal on the east half of the 500 block. All of the FAR for the residential tower would be limited to that available within the existing 500 block (Approx. 170,000 square feet).
- Mixed-Use Development on the 600-700 block, oriented along the Alton Road frontage, including a parking pedestal.
- The 700 block facing West Avenue would continue to operate as a surface lot for the Floridian Condominium.
- The balance of the 500 and 600 block facing West Avenue would be deeded as a public park

#### **Crescent Heights Proposal**

- Three separate options for a 36 story (+/- 288 units), 42 story (+/- 336 units) and 50 story (+/- 400 units) tower at the NE corner of the 500 block, with a parking pedestal taking up the entirety of the block (inclusive of basement parking).
- Mixed-Use Development on the 600-700 blocks, oriented along the Alton Road frontage, including a parking pedestal with basement parking on approximately 3/4 of the site. The extent of the Mixed-Use Development along the 600-700 blocks is reduced in relation to the 36, 42 and 50 story tower options at the NE corner of the 500 block.
- In order to move FAR from the 600-700 blocks to the 500 block, the City Commission would need to vacate the 6th Street right-of-way, from Alton Road to West Avenue. Additionally, amendments to Sec. 118-5 of the City Code, pertaining to unified development sites, may be required.

#### **Analysis**

#### **PLANNING AND ENVIRONMENTAL ANALYSIS**

The 500-700 blocks between Alton Road and West Avenue present some significant challenges as it pertains to property access and water retention. In one of the lowest areas of the City, these sites present both a challenge and an opportunity from a land use and sustainability standpoint.

From a climate resiliency strategy standpoint, the ability to acquire low lying areas in the City, for adaptation purposes, will be critical in the long term. One of the biggest constraints the City faces in this regard is land value and the high cost of acquiring underutilized and blighted property that is vulnerable. Another constraint is the limit on planning tools to acquire vulnerable sites, such as transfer of development rights, density and height. As such, the City must evaluate opportunities for acquiring and establishing adaptation areas on a case-by-case basis.

As it pertains to the 500-700 block proposals, a development opportunity has presented itself that could, potentially, align with the adaptation area goals of the City's long term climate strategy. The most ideal scenario would be for the City to purchase all of the land area in the 500-700 blocks outright, and construct a passive, eco-park. However, the cost of such an endeavor, including land acquisition, design, permitting and construction, would be prohibitive. As such, the next best scenario would be for an allowable development project to partner in the creation of a passive, eco-park.

In this regard, staff believes that it will be critical for any future proposal on the 500-700 blocks to have limited parking pedestal footprints (no basement parking). This will require slightly taller parking pedestals in order to accommodate a more limited pedestal foot print. Additionally, for the City's overall resilience, any development agreement to allow for a taller residential tower at the NE corner of the 500

block should include the following:

1. No less than the western half of the 500 block shall consist of dedicated, fully pervious park space, from the ground down and ground up (no basement parking).
2. No less than the western half of the 600 block shall consist of dedicated, fully pervious park space, from the ground down and ground up (no basement parking).
3. The parking required for the Floridian (700 block facing West Avenue) should be located within any parking pedestal proposed on the east side of the 600-700 block (facing Alton Road). Alternatively, such parking may be incorporated within a limited, 2-story pedestal on the north side of the 700 block facing West Avenue. The western half of the 700 block should consist of dedicated, fully pervious park space, from the ground down and ground up (no basement parking).
4. The property owner shall agree to design, permit and build an overhead public walkway connecting the marina walk located south of Fifth Street to the existing public baywalk at the Bentley Bay.
5. The property owner shall agree to design, permit and build all park space in the 500-700 blocks.

As noted in the attached illustrations, prepared by the Planning Department, there is ample room on the sites to incorporate all required parking for the proposed residential and commercial uses within more limited parking pedestal footprints. These illustrations are based upon the drawings submitted by the property owner, and show how park space can be fully maximized.

These illustrations do not recommend any particular option as it pertains to the overall height of the residential tower proposed for the NE corner of the 500 block, nor the extent of development along the eastern edge of Alton Road. In this regard, further discussion among the affected parties is encouraged, in order to achieve a mutual consensus as it pertains to the following:

- The overall height of the residential tower on the NE corner of the 500 block.
- The amount of allowable floor area that could be moved from the 600 and 700 block to the 500 block.

The LUDC should discuss this item in the context of the recent ULI and Harvard report findings, and at this turning point of our storm water approach through the broader resilience lense. If discussed and deliberated carefully, this could be a way of integrating creative place making into the City's resilience program, with co-benefits for multiple stakeholders.

### **CONCLUSION:**

The Administration recommends the LUDC discuss the item and provide appropriate policy direction. If there is consensus on the item, it is further recommended the item be sent back to the full City Commission for further discussion regarding all applicable development agreements and Code amendments.

### **ATTACHMENTS:**

Description	Type
□ Gateway Alliance Proposal	Memo
□ Crescent Heights Proposal	Memo
□ Planning Dept Pedestal Illustration	Memo

## **GATEWAY COMMUNITY ALLIANCE**

March 26, 2018

Mayor Dan Gelber  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

RE: Miami Beach “Gateway” Project, 500 & 600 blocks of Alton Rd.

Dear Mayor Gelber:

In light of the proposals from Mr. Galbut received last week for two alternative towers at 500 Alton Road, we’d like to reopen a discussion with you about our plan, and ask you to schedule a meeting with us for that purpose.

Either of the two towers being proposed by Russell Galbut at the 500-Alton Road entrance to Miami Beach would require the city commission to give up twenty years of sound zoning practice in which limits on floor area ratio have served successfully as the basis for compatible development.

In order to aggregate the floor area ratio necessary for either building proposed by the developer for this location, the city commission would have to sell or lease Sixth Street between West Avenue and Alton Road to the developer and take back a public right-of-way easement. Such a transaction seems designed to evade city law, which prohibits lot aggregation for parcels of land that are separated by a public right-of-way.

Such an action by the city amounts to a developer giveaway. Residents would no longer be able to rely on limitations on zoning height and mass that were in effect when they bought their apartments. No neighborhood would be safe. For these reasons, we reject it.

We reiterate our support of the plan we presented to you and staff at our March 14 meeting: a narrower 25-story tower atop a three story pedestal on the 500 Alton Rd. block, within the floor area ratio currently allowed, with most of the site dedicated as a public park, together with adjacent public parkland to be dedicated on the 600 Alton Rd. block, (a public park totaling about 3.4-acres, comparable in size to Belle Isle Park). We are prepared to advocate adoption of a Florida Statutes Chapter 163 Development Agreement to implement this plan. Attached is our proposed Concept Plan, and a proposed Term Sheet and Cost Allocation Plan updated to include revised estimates of value.

### **BACKGROUND**

Below is a synopsis of key meetings we have held with you and city staff, providing supporting detail.

At the January 17, 2018 city commission meeting, you called on the community to come up with a plan for the 500 & 600 Alton Road properties at this important gateway to our city.

We did so, presenting you on Feb. 6 with a concept plan consisting of a twenty-story tower on the 500-block that, together with configuration of development on the 600-block, would free up about 2 1/4 acres of the developer's 5 1/8 acre land assembly for a public park.

We calculated that the value added to the developer's property by upzoning height on the 500-block from the current 75-foot maximum to 200-feet would be sufficient for the developer to cover his cost of creating a public park and deeding it to the city, realizing a significant profit in the process.

You were receptive to the idea and instructed staff to examine its feasibility. They did so, and at our meeting of Feb. 28 reported that a 25-story tower over a three-story pedestal (total max. height 280 feet) using all but no more than the allowable floor area ratio on the 500-block, would be feasible. They calculated that the significant value added by the height increase would be sufficient to enable the developer to dedicate to the city approximately 3.4 acres of his 500-block and 600-block land assembly for a public park, improved at developer's expense.

All parties met in your office, March 14, and we agreed to examine plans to be presented by the developer in response to our concerns about building height, orientation and massing on the 500 Alton Road block. The plans we were sent March 21 depict two alternatives: a massive tower of 36 stories and one even larger, 42 stories high, each of which would obscure the view of sky and clouds from those approaching this gateway to Miami Beach over MacArthur Causeway.

To date, there has also been no response directly to our proposed plan or any of its elements.

## **SUMMARY OF PLAN**

Concept Plan/Development Agreement Term Sheet highlights:

- A 3.4 acre park spanning the western portions of the 500 and 600 Alton Road blocks, creating the largest opportunity for a passive public park in the development;
- A single 280-foot tower on the 500 Alton Rd. block, not to exceed the FAR of current zoning;
- Mixed-use development on the 600 Alton Rd. block, oriented along the Alton Rd. frontage, balance deeded as a public park;
- Principal vehicular access from Alton Rd.;
- Quality of life zoning limitations prohibiting nightclubs and other activities that would impact the neighborhood and attract destination commercial traffic.
- Implementation by a 30-year public-private development agreement pursuant to Florida Chapter 163, ensuring development strictly within its terms.

Sincerely,

Frank Del Vecchio, on behalf of the Gateway Community Alliance

## **ATTACHMENTS**

Exhibits A& B: Concept Plan

Exhibit C: Cost Allocation Plan & Term Sheet, Revision 6.0



# Exhibit A: Concept Plan



**PUBLIC PARK:**  
Remaining property on the 500 and 600 blocks deeded to the City  
From 500 block: 64,011 sq ft  
From 600 block: 84,293 sq ft

**Gumenick Property**  
49,000 sf.

**L-Shaped Building with Alton Frontage**

**Parking Pedestal Tower**

**BUILDING 1:**  
Max 280' tower  
6,000 sq ft per floor  
3 story parking ped.  
NE corner 500 block  
Using all FAR of 500 block

**BUILDING 2:**  
Max 60' building  
54,549 sq ft per floor  
Alton frontage  
Using all FAR of 600 block.



Exhibit B: Concept Plan

Total Park 500/600 Alton = 3.4 Acres





### EXHIBIT C – COST ALLOCATION PLAN

	Element	Lot Size/Zoning	Basis for Calculation	Est. Current Value	Development Agreement Term	Est. New Value	Development Agreement Value
1	Value of FAR 500-block property	85,348 sf. C-PS2	<p>Stories 1-7 is worth \$500 sf. Stories 8-25 is worth \$1,000 sf. Total gross value = \$129,000,000</p> <p>Less: developer costs of \$400/sf for construction: \$74,400,000</p> <p>Less: land acquisition costs of \$9,000,000 (\$5,000,000, 500 Alton, \$4,000,000, 7-11 site)</p> <p>Net Value to Developer = \$45,600,000</p>	\$x	Height increase to maximum 280 ft utilizing all FAR	\$45,600,000	\$45,600,000 to Developer
2	Value of fee simple title conveyance of remaining 3.4 acres for public park	<p>From 500-block: 64,011 sf.</p> <p>From 600-block: 84,293 sf.</p> <p>Total: 148,304 sf.</p>		\$	<p>Est. value of fee simple conveyance:</p> <p>168,142 sf of land for public park:</p> <p>Does not reduce Developer's profit since original FAR is unchanged and revenue from sale of units or buildings should not be affected materially from the conveyance of excess land to the City.</p>	\$0	\$0
3	Value of improvements to public park	148,304 sf.		Not applicable	Developer pays for all development costs and capital improvements for the public park	\$4,720,000	\$4,720,000 to City
4	Value of City development agreement costs.		Sum of City fees, to be determined by the City for similar projects.	Not applicable	Developer pays City's legal, consulting, internal staff and related costs of executing development agreement	\$1,000,000	\$1,000,000 To City

## **Exhibit C: Term Sheet**

### **MIAMI BEACH GATEWAY DEVELOPMENT TERM SHEET**

#### **REVISION 6.0**

1. Parties. The City of Miami Beach ("City") and \_\_\_\_\_, ("Developer") intend to enter into a F.S. Ch. 163 development agreement (the "Development Agreement") for the joint redevelopment of the "Property".
2. Property Subject to Development Agreement.
  - A. Developer is owner of those certain parcels of land located at 500 Alton Road, Miami Beach, Florida, 33139 and 600 Alton Road, Miami Beach, FL 33139, collectively the "Property," with folio numbers:
    - a. "500 Alton," 500 Alton Road, Miami Beach, FL 33139 – (Folio #);
    - b. "600 Alton," 600 Alton Road Miami Beach, FL 33139 – (Folio #);
  - B. Scope of Project.
    - a. City and Developer intend to enter into the Development Agreement for the redevelopment of the Property to include:
      - i. Approximate allocation of the 500 Alton block's 85,348 square footage: 75% (64,011 sq ft) passive public park adjacent to West Avenue; 25%-(21,337sq ft), private, on which a 25-story tower over a 3-story pedestal with a footprint no greater than twice the tower footprint, is sited wholly within the northeast quadrant of the block;
      - ii. The 500 Alton Rd. Block available 2.0 FAR of approximately 170,696 sq ft is consolidated wholly within the tower and pedestal sited in the northeast quadrant of the 500 Alton block;
      - iii. The new residential, 25-story, max. 250' height tower atop a three-story parking pedestal, total maximum height of 280 feet, shall be wholly located within the northeast quadrant of the 500 Alton block (C-PS2 zoning). This will require height upzoning from current C-PS2 max. of 75 feet to a maximum of 280 feet. The pedestal footprint will not exceed 2 times the tower footprint. Unless specifically agreed to by the parties, an elliptical shape for the tower is required, running northwest to southeast, minimizing its visual impact upon the surrounding residents. See Exhibits A and B: Concept Plan.
      - iv. Approximate allocation of 600 Alton block: 138,842 square footage: 84,293 sq ft passive public park adjacent to West Avenue; 54,549 sq ft private, in an L-shaped configuration comprising the Alton Rd. frontage as the long axis of the "L" and the short axis extending along

the northern perimeter of the property terminating at the abutting RM-2 zoned segment of the block.

[Note that under current zoning, the available FAR for the 600-Alton Rd. property, (CD-2 district); is 1.5, except that a FAR of 2.0 is allowed for mixed-use buildings, in which more than 25% of the FAR is used for residential or hotel units (Sec. 142-307(d)(2)). At 2.0, the mixed-use maximum available FAR would be  $138,842 \times 2.0 = 277,684$  sq ft.]

- v. The development agreement shall include a binding covenant running with the land, effective for the 30-year term of the development agreement, that property in which the developer has an ownership interest in the RM-2 zoned sections of the 600/700 blocks, Alton Rd. to West Avenue, shall accommodate within a parking structure or in the exterior, the “required” parking for development of the Owner’s 600-Alton Rd. block property that is the subject of the development agreement, and 79 vehicles under a pre-existing agreement with the Floridian Condominium, Inc. unless Owner and Floridian agree otherwise.
- vi. Vehicular access to the properties is to be from Alton Road, except service access may be in whole or in part from 6<sup>th</sup> St, provided that the details shall be in accordance with a traffic circulation/traffic management plan conducted by the City subject to review and concurrence by the participant ad-hoc residents group;
- vii. Demolition of the existing South Shore Hospital structure on the 600 Alton block shall be a required binding term of the Development Agreement, providing for such demolition as soon as feasible after the execution of the agreement between City and Developer;
- ~~viii. A “Baywalk Connector” that provides a pedestrian crossing from the public Baywalk north of Fifth Street to the public Baywalk south of Fifth Street, shall be provided as a project cost under the terms of the Development Agreement, pursuant to an engineering study conducted by the city and duly approved by Miami-Dade County officials and other public entities as may be required by law;~~
- ~~ix. Address pedestrian safety in crossing at 5<sup>th</sup> Street and Alton Rd intersection and include corrective measures as a project cost.~~

### C. Implementation

- a. City and Developer will enter into a Florida Statutes Chapter 163 Development Agreement, (Ref. Sec. 118-4, City Code, F.S. 163.3223, 163.3227 & ff.) for the purposes of development of the site;
- b. The Development Agreement shall include binding provisions for cost allocation, performance, timing and breach, including the below-listed requirements:
  - i. An Owner's Performance Bond to cover all the project costs as delineated in the Cost Allocation Plan, EXHIBIT C;
  - ii. The Owner is obligated to satisfy Concurrency requirements, ~~without waiver, including payment of mitigating fees as a Project Cost,~~ prior to the City's issuance of a building permit for construction of the Project;
  - iii. The project cost allocation plan shall provide for the establishment of a dedicated reserve fund managed by the City, consisting of payments and/or binding liens on Owner's property, exercisable by the City upon noncompliance with the terms of the Development Agreement;
  - iv. The Development Agreement shall include specific provisions for enforcement of performance, and remedies;
  - v. The Termination provisions of the Development Agreement shall provide that in the event Owner and City cannot achieve mutual agreement on the terms, termination by the Owner shall be subject to binding arbitration, except that if the basis for termination is Owner's failure to meet its obligations under the Schedule of Performance requirements of the Development Agreement, City may proceed to carry out the Project requirements utilizing the dedicated financial reserve and exercise of City's ownership liens on Owner's property, such action to be at City's sole discretion.
- c. Height upzoning shall not take effect until the binding Development Agreement has been executed;
- d. The South Shore Hospital building will be demolished by the Developer as soon as legally feasible after execution of the agreement;
- e. Zoning changes to increase the height may be accomplished through a Zoning Overlay District or by other means, and shall not take effect until subsequent to execution of the Development Agreement;
- f. The Developer will be responsible for "turnkey" development, including design, engineering and construction of the Property, inclusive of all structures, utilities and public park space;
- g. Conveyance of the public park land will be through fee simple.

#### D. Public Involvement

- a. An ad-hoc neighborhood group inclusive of the neighborhood associations and condominium associations listed in Exhibit D, commits to support and advocate for the project as described herein in collaboration with the City; and,
- b. The City will appoint liaison staff to the ad-hoc neighborhood group and commit to engage the group with regular updates on the project, including information received from City staff, consultants and Developer regarding the project.

E. Cost Allocation.

- a. The City will develop an appraisal for the increased value of height upzoning of the NE quadrant of the 500 Alton block from 75 ft to 280 ft
- b. Developer shall bear all costs of development, including those for the passive public park;
- c. Developer shall bear all costs for demolition of the South Shore Hospital site;
- d. ~~Developer shall pay for future operations and maintenance costs that would otherwise be incurred by the City for the passive public park. The City and Developer will derive a term and fair market value for these costs, including an annual escalation cost factor and the establishment of a dedicated 30-year reserve fund for that purpose;~~
- e. Payment and reimbursement of City “startup costs,” such as legal, financial, appraisals and consultants will be defined in the Development Agreement Cost Allocation Plan..
- f. Attached as EXHIBIT C is a cost allocation format, showing preliminary estimates that are to be finalized by the city, which shall include appraisals of the Property that will be deeded to the city, and monies that will be deposited to a Development Trust Fund to be used solely for the uses mandated by the Development Agreement, such as ~~Baywalk connector~~, development of the passive public park on the property, public rights of way within and serving the development including circulation plan access and egress to and from the property, ~~costs of complying with Concurrence including unwaivable payment of mitigation fees in lieu of Concurrence, 30-year maintenance reserve for the upkeep of the public park including landscaping, lighting, security installations, 30-year maintenance reserve for the upkeep of public rights of way, utilities and other public facilities serving the development,~~ consulting, engineering and legal costs associated with the preparation of the Development Agreement and documents and presentations necessary for the approval of required supporting actions such as Comprehensive Plan

amendments, if required, zoning amendments, land development board approvals, and an overall contingency reserve.

F. Prohibited Uses for Public and Private Property

- a. Outdoor and open-air entertainment establishments, entertainment establishments, and neighborhood impact establishments are prohibited. These prohibitions are applicable to private property included in the Development Agreement and public property inclusive of city concession agreements, and shall be explicitly provided for in implementing zoning amendments;
- b. Exterior alcoholic beverage service to end no later than 12:00 a.m., interior alcoholic beverage service to end no later than 2:00 a.m.
- c. Outdoor bar counters are prohibited;
- d. Special Events as defined in Article II of Chapter 12, City Code are prohibited. These prohibitions are applicable to private property included in the Development Agreement as well as to public property inclusive of city concession agreements.

G. Interim Uses and Construction Management Protocol

The terms of an Interim Uses and Construction Management Protocol are to be defined in an addendum to this Term Sheet and included in the Development Agreement to ensure that only those interim uses of the property to be allowed are those associated with the implementation of the Development Agreement, such as equipment marshalling. Construction Management shall require alternate signaling devices other than backup horn beeping when construction vehicles and machinery are in use, and hours of operation to ensure reasonable neighborhood peace and quiet during early morning, and during evening hours, and on Saturdays, Sundays and holidays. Authorization of construction hours other than those established by the Interim Uses and Construction Management Protocol shall require a minimum of twenty-four hours advance public notice to properties fronting the streets adjacent to the property, which notice shall include a Project web-site, and affirmative notice to residents and neighborhood associations who have signed up for internet notice for the project.

H. Consultants to City.

Consultants for finance and appraisal, legal, engineering, construction management, traffic and acoustics [Ex. Convention Center development] will be engaged by the City to support the Development Agreement and allocated as a project cost. Cost estimates shall be included in the cost allocation plan.

I. Art in Public Places.

- a. Per sec. 82-587(b) City Code, 1 1/2% of construction cost of the "city construction project" shall be allocated to an art in public places element in the project, be nonwaivable, and shall be a project cost included in the cost allocation plan. The art in public places element to be included in the project shall require notice of meetings of the Art in Public Places Committee at which the public art will be discussed, to the ad hoc group and to those residents and others who have signed up for project notices,.

-----

EXHIBITS A and B: "Gateway" Development Concept Plan: On Tower on 500 Alton Rd. block, L-shaped development on 600-block

EXHIBIT C: COST ALLOCATION PLAN

EXHIBIT D: Composition of Ad-Hoc Neighborhood Group, (tentative list):

West Avenue Neighborhood Association  
South of Fifth Neighborhood Association  
Icon Condominium Association  
Bentley Bay Condominium Association (pending)  
Floridian Condominium Association (pending)  
South Bay Club Condominium Association (pending)

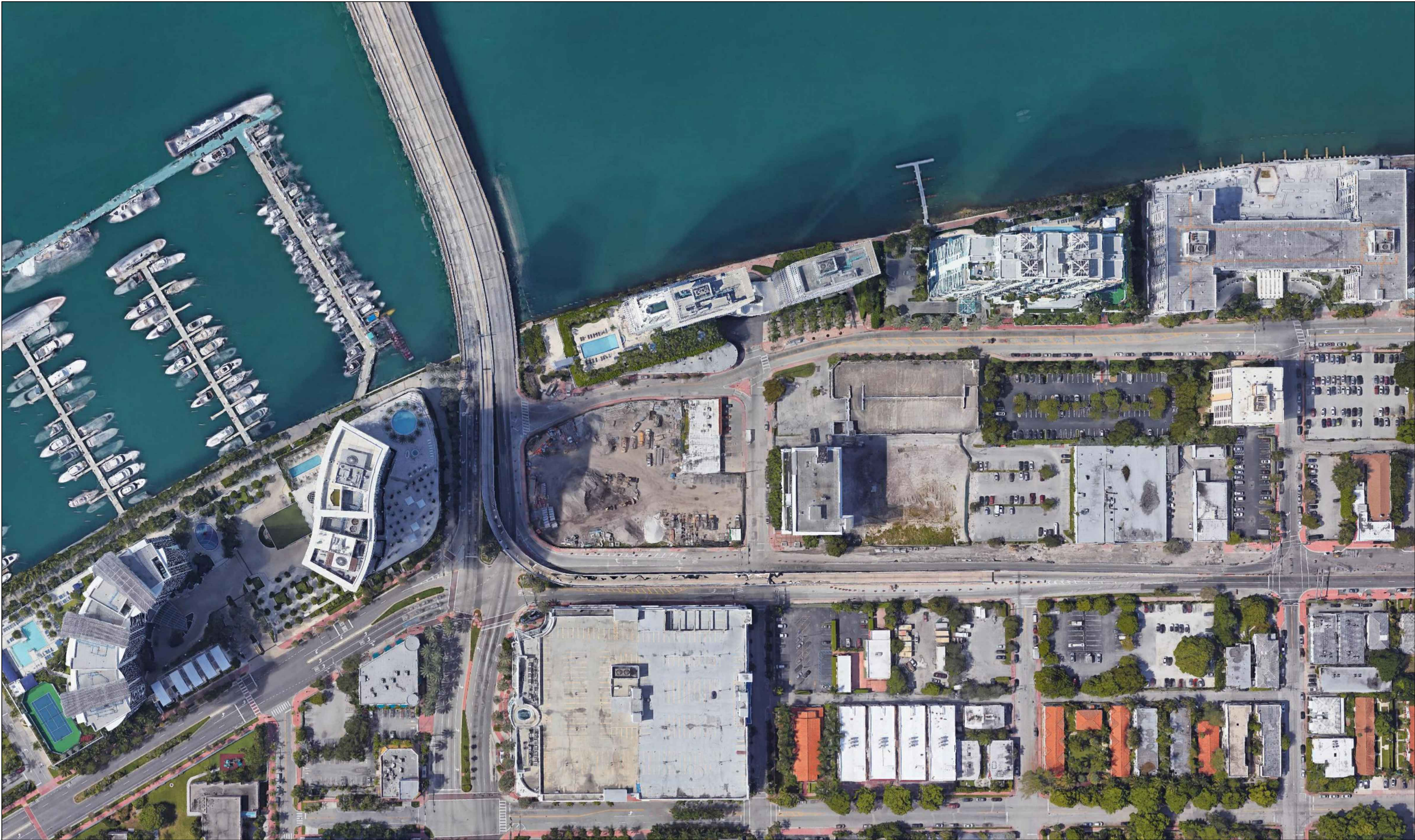
EXHIBIT E: Ad Hoc Group Decision Chronology



ALTON 500-600-700  
MIAMI BEACH, FL







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## ALTON AND 5TH

MIAMI BEACH, FL

**SITE AERIAL IMAGE**

SCALE: NTS



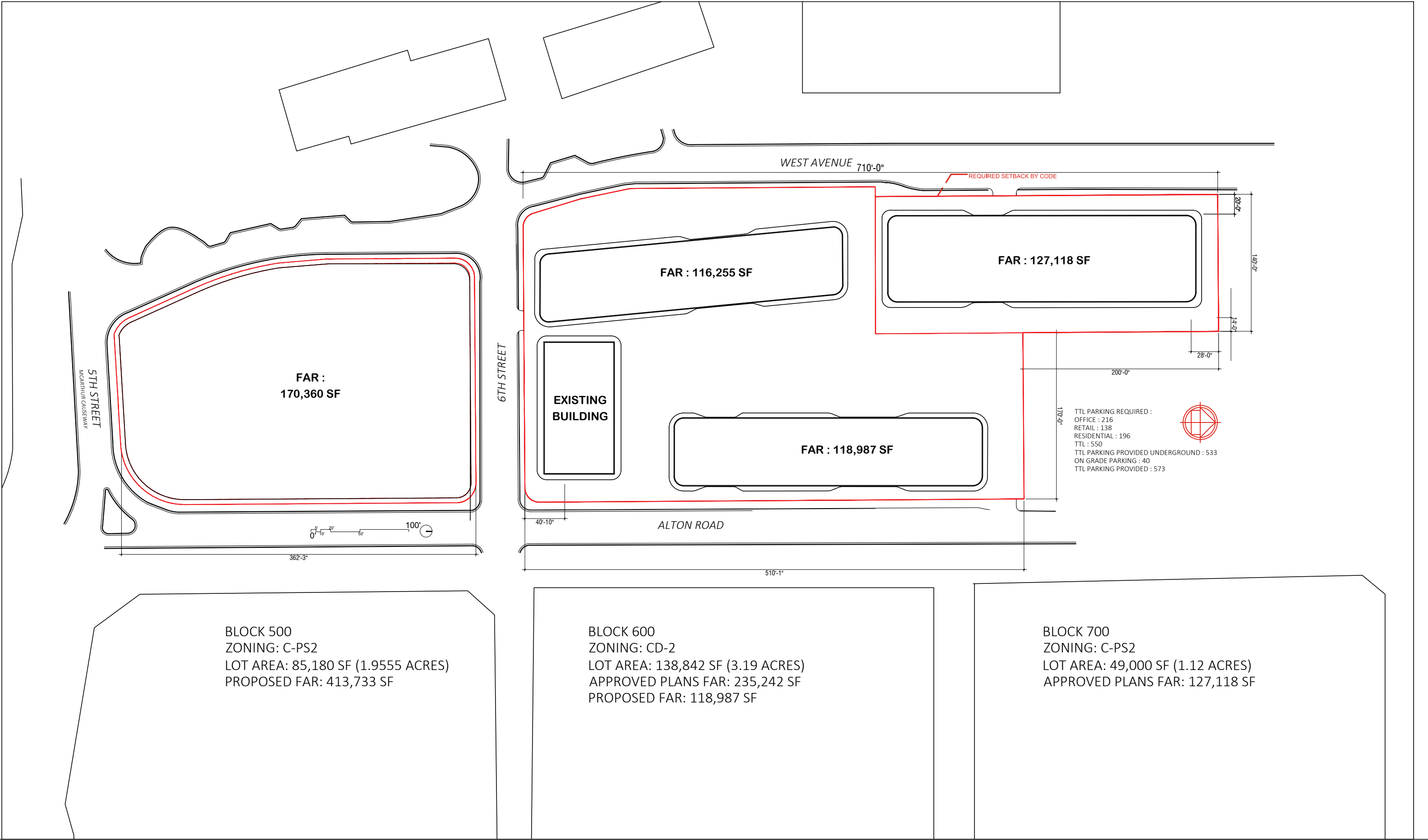
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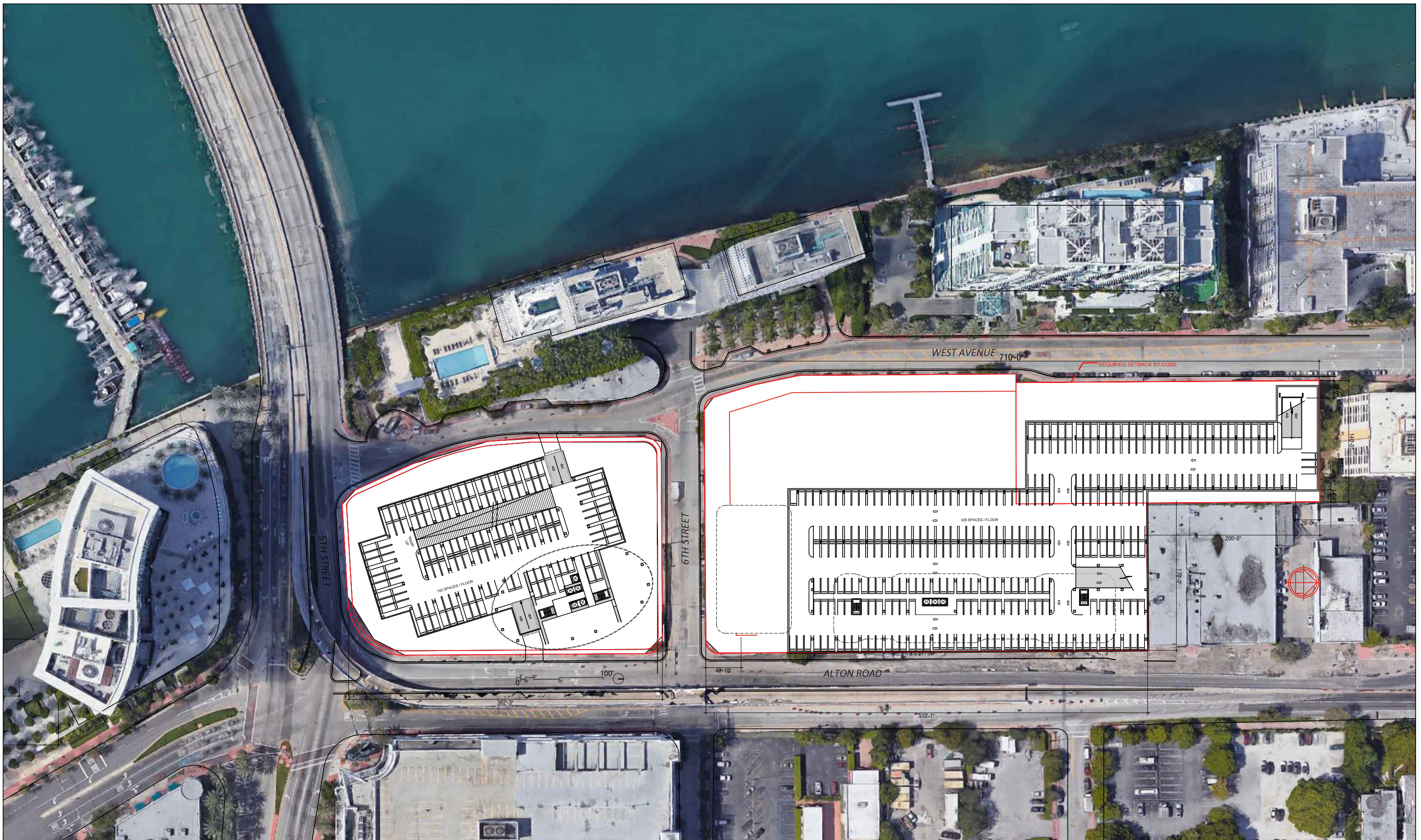
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# ALTON AND 5TH

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## MIAMI BEACH, FL

## BASEMENT

SCALE: 1:100



Date \_\_\_\_\_

04.05.2018

Sheet no.

*A1-00*





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**ALTON AND 5TH**  
MIAMI BEACH, FL

**GROUND LEVEL**

SCALE: 1:100



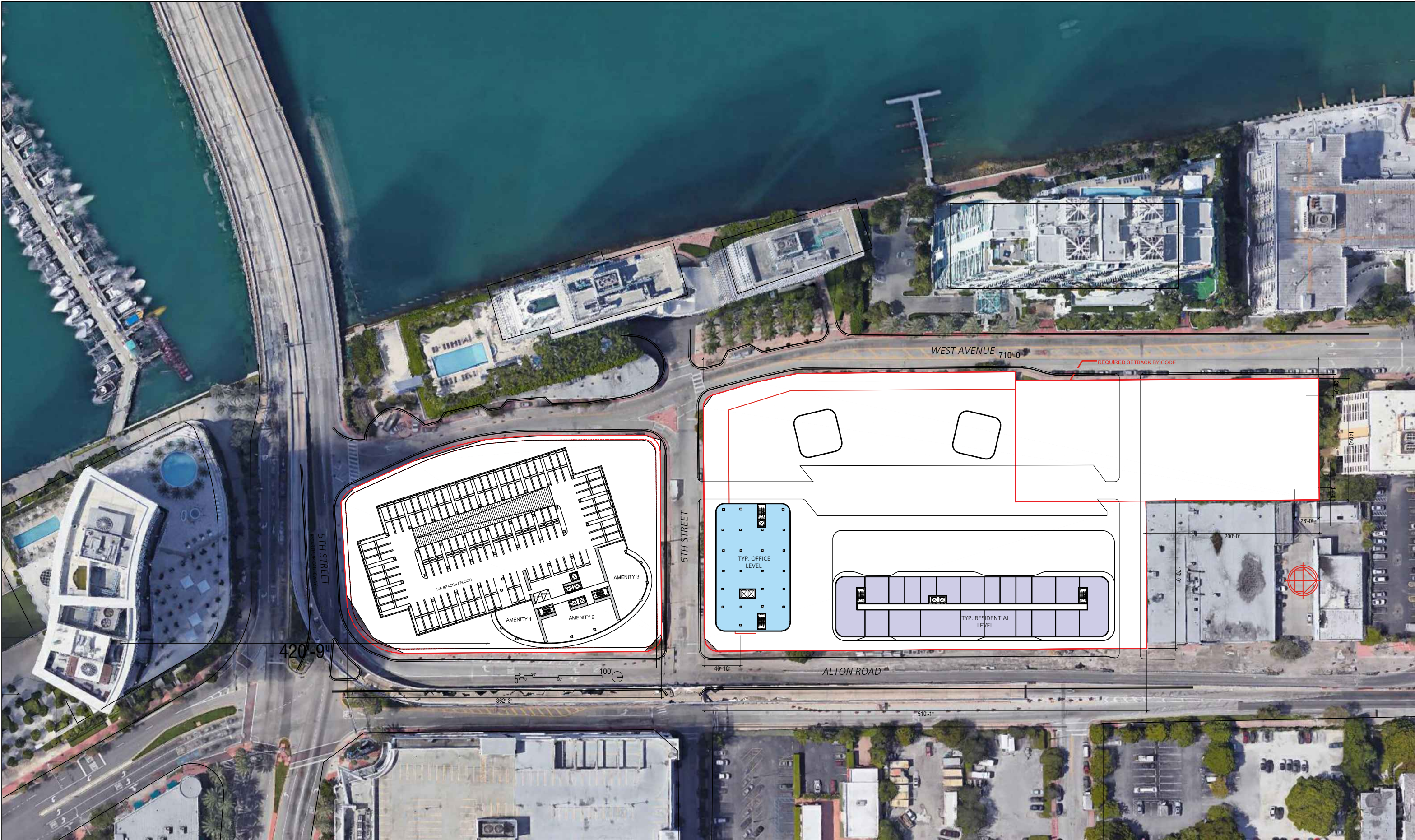
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**04.05.2018**

Sheet no.

**A1-01**





**ALTON AND 5TH**  
MIAMI BEACH, FL

**TYPICAL PODIUM LEVELS**

SCALE: 1:100



Date

**04.05.2018**

Sheet no.

**A1-02**





**ALTON AND 5TH**  
MIAMI BEACH, FL

**TYPICAL TOWER LEVELS**

SCALE: 1:100



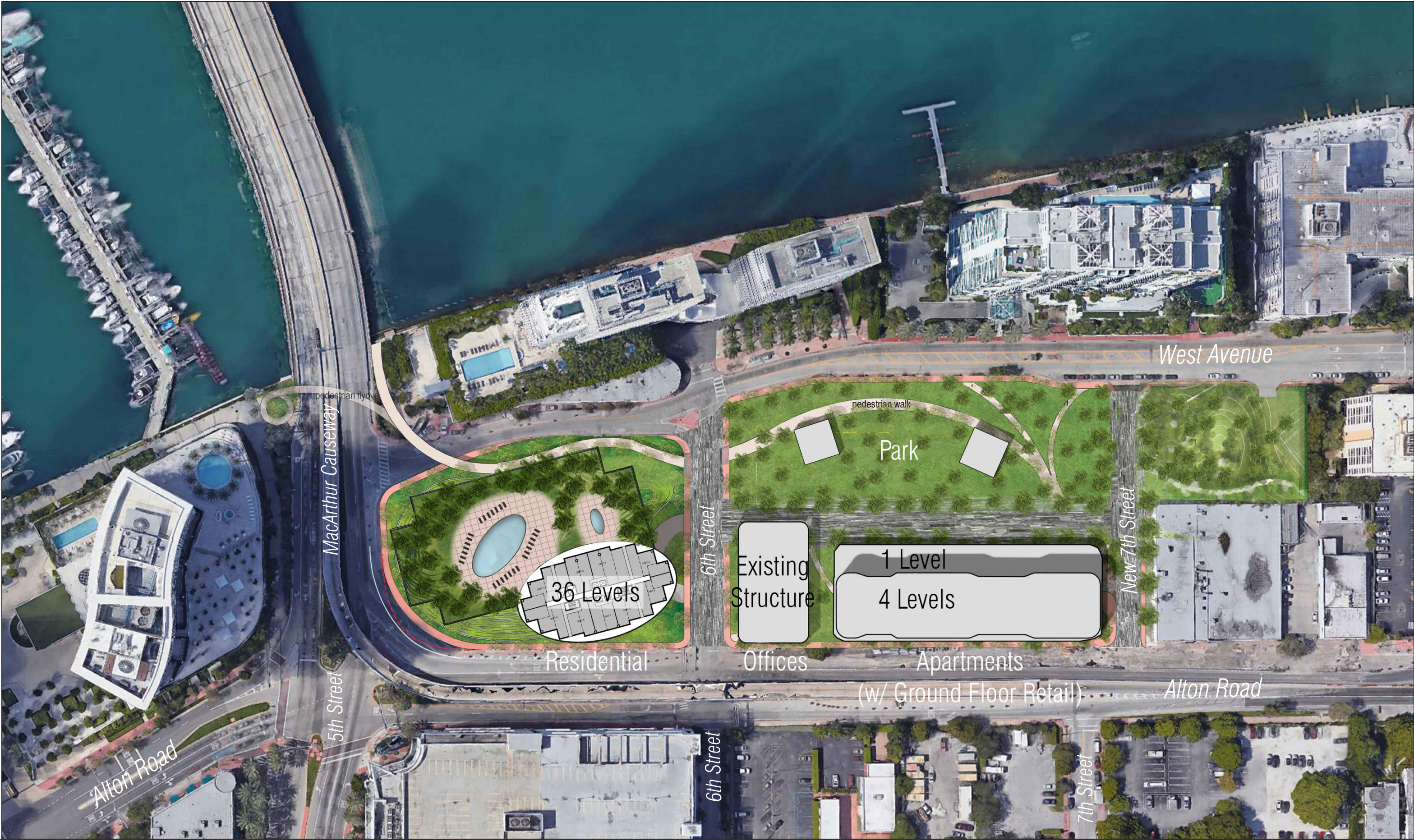
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A1-03

















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## ALTON AND 5TH

MIAMI BEACH, FL

**RENDERING  
OPTION 01**

Date

04.05.2018

Sheet no.

R-01





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## ALTON AND 5TH

MIAMI BEACH, FL

**RENDERING  
OPTION 02**

Date

04.05.2018

Sheet no.

R-02





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## ALTON AND 5TH

MIAMI BEACH, FL

**RENDERING  
OPTION 03**

Date

04.05.2018

Sheet no.

R-03





### **TYPICAL – 500 -700 ALTON (PEDESTAL)**

#### **500 Alton Road:**

Required parking for 350 units including guest parking: 575 Spaces

Parking provided: 575 in 6 levels of pedestal

Provided commercial frontage 75%

#### **600 - 700 Alton Road:**

1. 3-story structure with commercial uses, parking and a park

Ground floor: Commercial area (20,000 SF), loading areas and parking ramp for upper levels.

Second floor: Commercial area (18,000 SF) on the west side overlooking the park.

Required parking for 38,000 SF retail is 126 spaces

Provided parking: 126 spaces in pedestal

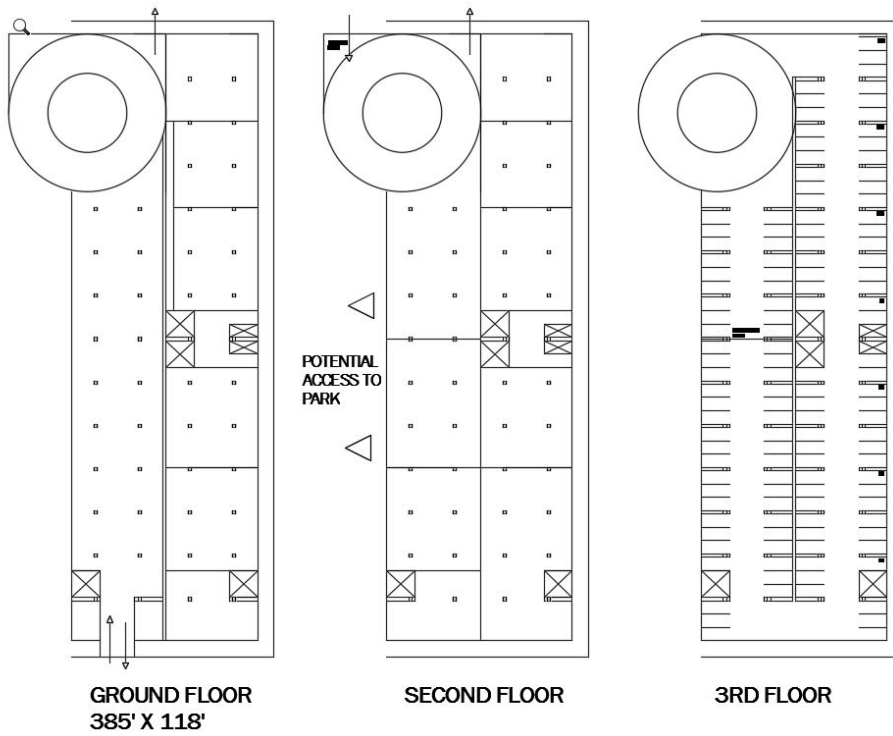
2. Parking structure at the NW corner facing West Avenue ( Floridian):

(two levels): 45 spaces per level, total of 90 Spaces approximately.

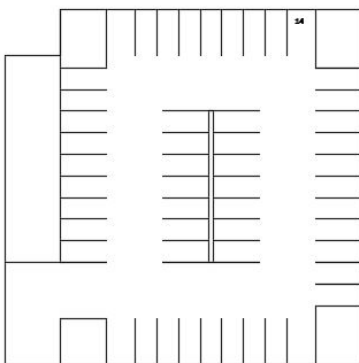


600 - 700 Alton Road concept plans:

A)



B)







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Item 4.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

TITLE: **DISCUSSION PERTAINING TO ANTICIPATED INCREASES IN EXTREME HEAT AND  
THE IMPACT ON BUILDING AND SITE PLAN DESIGN.**

**ATTACHMENTS:**

Description	Type
□ C4 A	Memo



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Jimmy L. Morales, City Manager  
DATE: July 26, 2017

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE A  
DISCUSSION PERTAINING TO ANTICIPATED INCREASES IN EXTREME HEAT  
AND THE IMPACT ON BUILDING AND SITE PLAN DESIGN.

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### **RECOMMENDATION**

Refer the Discussion Item to the Land Use and Development Committee.

### **Legislative Tracking**

Planning

### **Sponsor**

Commissioner John Elizabeth Aleman





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Item 5.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

**TITLE: DISCUSSION: A. NORTH BEACH MASTER PLAN RECOMMENDATIONS FOR THE TOWN CENTER (TC) ZONING DISTRICTS. B. PROPOSED FLOOR AREA RATIO ("FAR") INCREASE FOR THE TOWN CENTER ZONING DISTRICTS.**

**ATTACHMENTS:**

Description	Type
□ C4 AA	Memo



Commissioner Samuelian stated that one goal of the red team exercise is to improve confidence, and he reiterated the importance of bringing in an objective third party. He also agreed with Vice-Mayor Alemán that the City needs to communicate better with its residents.

**Clerks Note:** Red team-blue team exercises take their name from their military antecedents. The idea is that one group of experts – a red team – “attacks” something, and an opposing group – the blue team – defends it. Originally, the exercises were used by the military to test force readiness.

Handouts or Reference Materials:

1. Email from Shawn Patrick Bryant [shawnpatrickbryant@gmail.com](mailto:shawnpatrickbryant@gmail.com) dated December 12, 2017, RE: Commission Meeting – December 13, 2017.

C4 Z REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE AND THE PLANNING BOARD TO DISCUSS AN ORDINANCE RELATING TO AN ADMINISTRATIVE REVIEW OF BALCONIES TO ENSURE COMPLIANCE WITH THE FLORIDA LIFE SAFETY CODE.

Office of the City Attorney  
Vice-Mayor John Elizabeth Alemán

**ACTION:** Item referred. **Thomas Mooney to place on the Committee and Board Agendas and to handle.**

**Correction:** Make this a dual referral to the Land Use and Development Committee and the Planning Board.

9:43:11 a.m.

C4 AA REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE REGARDING THE PROPOSED FLOOR AREA RATIO (“FAR”) INCREASE FOR THE TOWN CENTER ZONING DISTRICTS.

Planning/Office of the City Attorney  
Commissioner Ricky Arriola

**ACTION:** Item referred to the Land Use and Development Committee by acclamation. Motion by Commissioner Arriola refer to the Land Use and Development Committee the proposed Floor Area Ratio (“FAR”) increase for the Town Center Zoning. Motion approved by acclamation, with Vice-Mayor Alemán voting “No.” Item separated by Vice-Mayor Alemán. **Thomas Mooney to place on the Committee Agenda and to handle.**

**REFERRAL:**

Land Use and Development Committee

**AMENDMENT VOTE:**

**Motion failed.** Motion made by Vice-Mayor Alemán to refer the FAR increase to the Planning Board, and the Town Center zoning to the Land Use and Development Committee; seconded by Commissioner Arriola. Voice vote: 2-5. Against: Mayor Gelber and Commissioners Góngora, Rosen Gonzalez, Samuelian, and Steinberg.





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Item 6.

## COMMITTEE MEMORANDUM

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

**TITLE: DISCUSSION REGARDING CONSIDERING THE ATTACHED ORDINANCE, WHICH WILL CLARIFY WHO MAY SUBMIT AN APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN/FUTURE LAND USE ELEMENT OR MAP, AND/OR THE CITY'S LAND DEVELOPMENT REGULATIONS.**

### ATTACHMENTS:

Description	Type
□ C4 L	Memo



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Raul J. Aguila, City Attorney  
DATE: April 11, 2018

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE REGARDING CONSIDERING THE ATTACHED ORDINANCE, WHICH WILL CLARIFY WHO MAY SUBMIT AN APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN/FUTURE LAND USE ELEMENT OR MAP, AND/OR THE CITY'S LAND DEVELOPMENT REGULATIONS.

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### **RECOMMENDATION**

Please see Memorandum and Proposed Ordinance attached.

### **Legislative Tracking**

Office of the City Attorney

### **Sponsor**

Commissioner John Elizabeth Aleman

### **ATTACHMENTS:**

#### **Description**

- Memorandum
- Proposed Ordinance





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## COMMISSION MEMORANDUM

TO: Members of the City Commission  
Jimmy L. Morales, City Manager

FROM: Mayor Dan Gelber

DATE: April 11, 2018

SUBJECT: AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE III, "AMENDMENT PROCEDURE," AT SECTION 118-162, ENTITLED "PETITION FOR CHANGES AND AMENDMENTS," TO CLARIFY WHO MAY SUBMIT AN APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN/FUTURE LAND USE ELEMENT OR MAP, AND/OR THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

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Section 118-162, of the City's Land Development Regulations (LDRs) regulates who can submit an application for a land development regulation amendment or comprehensive plan amendment. Concerns have been raised over the past year over the number of private applicants/developers lobbying the City Commission to sponsor land development amendments on their behalf, thus making the City the applicant. By having the City Commission sponsor the amendments, the applicants/developers do not have to pay the fees associated with the application, which means the private applicants/developers do not cover the City's staffing and other costs associated with creating the new legislation.

Over the past three years, it did not collect \$585,256, within a two year period, in application fees for land development regulation and comprehensive plan applications, which have resulted in a direct benefit specific to the applicants/developers (that had requested City Commission sponsorship of the



legislative changes to the zoning regulations).

Below is a draft ordinance that is intended to provide guidelines and rules relating to who can submit an application pursuant to Section 118-162, vis a vis when the Mayor and City Commission should be an applicant for a zoning modification, and when a private applicant/developer should be required to be the named applicant, and pay the associated application fees.

The referral is for the Land Use and Development Committee to review the foregoing statutes and to provide a recommendation to the Mayor and City Commission as to a proposed draft revision to the City's Land Development Regulations.

Should you have any questions or concerns please contact Michele Burger at 305-673-7030 at extension 6460.

Thank you.



**Modification to Application Process for CP or LDR Amendments**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS OF THE CODE OF THE CITY OF MIAMI BEACH, FLORIDA, BY AMENDING CHAPTER 118, "ADMINISTRATION AND REVIEW PROCEDURES," ARTICLE III, "AMENDMENT PROCEDURE," AT SECTION 118-162, ENTITLED "PETITION FOR CHANGES AND AMENDMENTS," TO CLARIFY WHO MAY SUBMIT AN APPLICATION FOR AN AMENDMENT TO THE COMPREHENSIVE PLAN/FUTURE LAND USE ELEMENT OR MAP, AND/OR THE CITY'S LAND DEVELOPMENT REGULATIONS; PROVIDING CODIFICATION; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.**

**WHEREAS,** who can submit an application for a land development regulation amendment or comprehensive plan amendment is regulated through Section 118-162, of the City's Land Development Regulations (LDRs); and

**WHEREAS,** the City has become concerned by the number of private applicants/developers lobbying the City Commission to sponsor land development amendments on their behalf, thus making the City the applicant; and

**WHEREAS,** by having the City Commission sponsor the amendments, the applicants/developers do not have to pay the fees associated with the application, which means the private applicants/developers do not cover the City's staffing and other costs associated with creating the new legislation; and

**WHEREAS,** the City has determined that, over the past three years, it did not collect \$585,256, in a two year period, in application fees for land development regulation and comprehensive plan applications, which have resulted in a direct benefit specific to the applicants/developers (that had requested City Commission sponsorship of the legislative changes to the zoning regulations); and

**WHEREAS,** the Mayor and City Commission seek to provide guidelines and rules relating to who can submit an application pursuant to Section 118-162, vis a vis when the Mayor and City Commission should be an applicant for a zoning modification, and when a private applicant/developer should be required to be the named applicant, and pay the associated application fees; and

**WHEREAS,** the below modifications shall assist the City in achieving the aforementioned goals.



NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:

**SECTION 1.** That Chapter 118, "Administration and Review Procedures," Article III, "Amendment Procedure," at Section 118-162, entitled "Petition for changes and amendments" is hereby amended, as follows:

## CHAPTER 118

### ADMINISTRATION AND REVIEW PROCEDURES

#### ARTICLE III. AMENDMENT PROCEDURE

\* \* \*

##### **Sec. 118-162. - Petition for changes and amendments.**

(a) An application for a land development regulation amendment which would change the actual list of permitted, conditional, or prohibited uses in a zoning category, or the actual zoning map designation of a parcel or parcels of land or the future land use map or element of the comprehensive plan, may be submitted to the planning and zoning director by the city manager, city attorney, or upon an adopted motion of the city commission, planning board, board of adjustment, or historic preservation board (with regard to the designation of historic districts, sites or matters that directly pertain to historic preservation); or by owners of a majority of lot frontage in the area which is the subject of the proposed change, provided that the area shall contain not less than 400 feet of lot frontage on one public street or a parcel of not less than 80,000 square feet. Matters submitted by the city manager or city attorney shall first be referred to the city commission, which referral shall also be approved by adopted motion of the city commission. For purposes of this Section, the submittal of an application for a land development regulation amendment or comprehensive plan amendment shall also be deemed to refer to and include the sponsorship and/or referral of an ordinance which seeks to amend the land development regulation and/or comprehensive plan.

Notwithstanding the language in subsection (a), the following conditions shall also apply:

(i) An application submitted by adopted motion of the city commission shall, at a minimum, be of general application to the entirety of the applicable zoning district or overlay district.

(ii) The city commission, planning board, board of adjustment, and/or historic preservation board shall refrain from submitting an application that: (1) is limited to a small (less than a five acre) geographic area; (2) does not impact the entirety of the applicable zoning district or overlay district, and is primarily submitted for the purpose of a limited number of private properties within the zoning district; or (3) is requested by a specific developer or property owner for private development.



(iii) The developer or property owner shall be required to pay all application filing fees and costs for any such application. Failure to pay the applicable fees and costs shall preclude scheduling and hearing of the application by the planning board, or city commission

(iv) The filing fees and costs in subsection (iii) may be waived by a 5/7<sup>th</sup> vote of the city commission based upon a finding of "good cause." "Good cause" shall be defined as:

(1) Upon written recommendation of the city manager, of a documented financial hardship of the property owner or developer. Saving a property owner or developer the cost of doing business in the City by waiving the application fees and costs shall not be deemed a basis for claiming a financial hardship.

(2) When requested, in writing, by a non-profit organization, neighborhood organization, or homeowner's association, and such request provides a public benefit to the residents or businesses of the City, or an articulated public purpose is achieved by enacting the applicable amendment.

(3) The City Manager determines, in writing, that modification of the City's code is necessary due to a change in federal law, state law, and/or best practices.

(b) A request to amend these land development regulations or comprehensive plan which does not change the actual list of permitted, conditional or prohibited uses in a zoning category or change the actual zoning map designation of a parcel or parcels of land may be submitted by those eligible to submit an application pursuant to subsection (a)(i) - (iv) of this section, or by any person who owns property that is affected by the zoning regulations he wishes to amend.

(c) Any applicant or his representative shall file an application with the planning, design and historic preservation division in accordance with a form approved by the city attorney and shall supply all information pertinent to the proposed amendment as requested by the planning, design and historic preservation division.

(d) Any applicant requesting a public hearing on any application pursuant to this section, shall pay, upon submission, the applicable fees in section 118-7 and Appendix A – Fee Schedule. No application shall be considered complete until all requested information has been submitted and all applicable fees paid.

(e) Upon receipt of a completed application, the planning and zoning director shall transmit the application, along with his analysis and recommendations, regarding the proposed amendment to the planning board for review.

## **SECTION 2. CODIFICATION.**

It is the intention of the Mayor and City Commission of the City of Miami Beach, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach, Florida. The sections of this ordinance may be renumbered or re-lettered



to accomplish such intention, and, the word "ordinance" may be changed to "section", "article", or other appropriate word.

**SECTION 3. REPEALER.**

All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

**SECTION 4. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

**SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor Dan Gelber

**ATTEST:**

\_\_\_\_\_  
Rafael E. Granado, City Clerk

APPROVED TO  
FORM AND LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney      Date

First Reading:  
Second Reading:  
(Sponsor: Mayor Dan Gelber)

Verified by: \_\_\_\_\_  
Thomas R. Mooney, AICP  
Planning Director

Underscore denotes new language  
~~Strikethrough~~ denotes removed language





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Item 7.

## COMMITTEE MEMORANDUM

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

TITLE: **DISCUSSION TO EXPLORE POTENTIAL PUBLIC BENEFITS TIED WITH MAJOR ZONING CHANGES.**

### ATTACHMENTS:

Description	Type
□ C4 M	Memo



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Mark Samuelian  
DATE: April 11, 2018

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE TO  
EXPLORE POTENTIAL PUBLIC BENEFITS TIED WITH MAJOR ZONING  
CHANGES.

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### **ANALYSIS**

In the Miami 21 Zoning Code, the city coupled increases in building capacity with either providing a public benefit or making contributions to a public fund. With that in mind, this referral to the Land Use and Development Committee is to review the city of Miami Beach's policies (e.g. allowable height) and explore how something similar can be done.

### **Legislative Tracking**

Commissioner Mark Samuelian

### **ATTACHMENTS:**

#### **Description**

- ▢ Miami 21 Public Benefits FAQ





## PUBLIC BENEFITS Frequently Asked Questions

### WHAT IS THE PUBLIC BENEFITS SECTION OF THE PROPOSED ZONING CODE?

The public benefits component of the Miami 21 Zoning Code establishes a program to allow bonus building capacity in exchange for the developer's contribution into the Miami 21 Public Benefits Trust Fund. The trust fund will provide a funding source for projects that will benefit the public including subsidizing affordable/workforce housing, creating and maintaining parks/open spaces, preserving historic structures, redeveloping previously contaminated land (brownfields), and promote green building standards (additional to those required).

### WHERE ARE THE PUBLIC BENEFITS AVAILABLE?

The public benefits bonus program is available within the T6 urban transect zones (Except properties abutting T3 (single-family, duplex) transect zones, where bonuses will not be available). Public benefits are also available within the T5 transect zone only for properties abutting D1 and only to provide an equivalent square footage of affordable/workforce housing.

### HOW DOES THE PUBLIC BENEFITS PROGRAM WORK?

In exchange for additional building capacity, a developer must provide the public benefit either on-site, off-site, or payment into the Miami 21 Public Benefits Trust Fund.

#### Within T6 transect zones, the following applies:

- **T6-8** eight-story (8) maximum; bonus up to twelve (12) stories (FLR 5);
- **T6-12** twelve-story (12) maximum; bonus up to twenty (20) stories (FLR 8) ;
- **T6-24** twenty-four (24) stories maximum; bonus up to forty-eight (48) stories (FLR 6);
- **T6-36a** thirty-six (36) story maximum; bonus up to sixty (60) stories (FLR 12);
- **T6-36b** thirty-six (36) story maximum; bonus up to sixty (60) stories (FLR 22);
- **T6-60a\*** sixty (60) story maximum; bonus up to unlimited stories (FLR 11)
- **T6-60b\*** sixty (60) story maximum; bonus up to unlimited stories (FLR 18)
- **T6-80\*** eighty (80) story maximum; bonus to unlimited stories (FLR 24)

NOTE: Heights do not necessarily go up to the maximum available height as this depends on several factors including the size of the property, maximum density allowed, and how the building is designed.

\* T6-60 and T6-80 zone and height bonuses only for the Central Core areas (Downtown, Omni / Park West).

#### Within T5 transect zones, the following applies:

- Only T5 properties that abut a D1 transect zone must provide an equivalent square footage of affordable housing for each square footage of bonus space, up to a maximum one full additional floor.

NOTE: For a clarification of the Transect zones (i.e.T5, T6-8, etc.), please see the flyer titled "**Summary of Transect Zones**".





## **PUBLIC BENEFITS** Frequently Asked Questions

### **WHAT PUBLIC BENEFITS ARE AVAILABLE?**

- 1.) Public benefit bonus for “green building” which are developed above the minimum criteria of LEED (Leadership in Energy and Environmental Design) Silver level accredited green building for buildings over 50,000 sq. Buildings less than 50,000 sq feet and buildings achieving a higher green certification receive additional bonus square footage.  
Buildings certified Silver level receive 2% additional square footage (for buildings under 50,000 square feet), Gold level receive 4% (any building size), or Platinum level 13% (any building size).
- 2.) Public benefit bonus for redeveloping a brownfield site may receive an additional story of building.
- 3.) Public benefit bonus for parks and open space has 3 options: a) onsite- one square foot of additional floor area for each square foot of parks and open space provided; b) offsite- developer receives two square feet of additional floor area for each square foot of parks and open space purchased and provided as identified in the Parks and Open Space Master Plan; c) cash contribution to the Miami 21 Public Benefits Trust Fund.
- 4.) Public benefit bonus for Civic Space or Civil Support space (such as a fire station or community center) to the City of Miami may receive two additional square feet for every square foot of Civic provided.
- 5.) Affordable and Workforce Housing bonus has 3 options: a) onsite- two square feet of additional floor space for each one foot of housing provided; b) offsite- one square foot of additional floor area for each square foot provided offsite; c) cash contribution to the Miami 21 Public Benefits Trust Fund.
- 6.) Historic Preservation public benefit is a transfer of development rights and not a bonus. In this case the development rights on a historic parcel of land are transferred to another non-historic parcel in order to permanently save the historic structure from destruction.

All these incentives will have a benefit to the public in the form of affordable/workforce housing, open/public spaces, green buildings, and redevelopment of contaminated sites (brownfields).

### **CAN MIAMI 21 DO MORE FOR AFFORDABLE HOUSING?**

Miami 21 will supplement other City efforts on affordable housing currently underway and led by the Department of Community Development. Miami 21 provides additional incentives to developers to build affordable/workforce housing which do not exist today. For example, under today's zoning code, a Planned Unit Development (PUD) bonus of up to 20% of development capacity is available at no cost to developers. Under the proposed Miami 21 plan, no additional capacity will be given without public benefit.





## **PUBLIC BENEFITS** Frequently Asked Questions

Miami 21 represents a significant step forward in terms of the revenue generated to support affordable/workforce housing as compared to today's conditions. Combined with ongoing efforts by the Department of Community Development, these efforts place the City in a highly proactive position to close the gap on the affordable housing challenge.

### **WHAT IS THE AMOUNT OF CONTRIBUTION THAT MUST BE MADE IF PAYING INTO THE TRUST FUND?**

Within the current quadrant which has been studied (East Quadrant), per square footage fees depend on the area where the property is situated and is based on data that is readily available so periodic adjustments can be made depending on the current market situation. If real estate prices are up, the fees will go up and if real estate prices are down, the fees will go down accordingly. The fee schedule was established at approximately 30% of related land costs of a completed unit for each area, making it attractive enough that developers will actually contribute. The charges within the East Quadrant areas range from \$10.75 to \$25 per square foot, which demonstrate an improvement in certain areas from the current \$12.40 that is currently charged. This will increase the amount of monies received by the City for affordable/workforce housing as well the parks/open spaces funding.

### **WHAT HAPPENS TO THE FUNDS ONCE THEY ARE RECEIVED BY THE CITY?**

Cash allocation of funds is approved by the City Commission on an annual basis upon the recommendation of the City Manager.

Funds allocated to support affordable/workforce housing will be deposited into the Affordable Housing Trust Fund, which is managed by the Department of Community Development. The Affordable Housing Trust Fund is overseen by the Housing and Commercial Loan Committee, which adds an independent oversight mechanism to ensure that funds are being distributed appropriately and transparently.

Funds allocated to support parks and open spaces will be deposited into the existing Parks and Open Space Trust Fund and will be used for green/open space needs as identified by the Parks and Open Spaces Master Plan, approved by the City Commission in April 2007.





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Item 8.  
**COMMITTEE MEMORANDUM**

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

TITLE: **DISCUSSION TO REVIEW THE ROLE OF LAND USE BOARDS IN  
NEIGHBORHOOD IMPROVEMENT PROJECTS.**

**ATTACHMENTS:**

<b>Description</b>		<b>Type</b>
<input type="checkbox"/>	C4 N	Memo
<input type="checkbox"/>	Draft Ordinance	Memo
<input type="checkbox"/>	WANA Recommendation	Memo



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Mark Samuelian  
DATE: April 11, 2018

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE TO REVIEW  
ROLE OF LAND USE BOARDS IN NEIGHBORHOOD IMPROVEMENT  
PROJECTS.

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### **ANALYSIS**

A review of the role the Land Use Boards should have in neighborhood improvement projects and the policies set forth pertaining these roles as it concerns such projects as to include streetscape enhancements, street raising, installation of rails, etc.

Miami Beach City Code Sec. 118-252 (on role of Land Use Boards):

(2) Except for stormwater pump stations and related apparatus installed by the City, all public improvements upon public rights-of-way and easements shall be reviewed by the Design Review Board. For purposes hereof, public improvements shall include, structures, streetscape projects, street improvements or redesign, modifications to street lighting or signage, landscaping projects, medians, master screening plans for stormwater pump stations and related apparatus, and above ground utilities; provided, however, that public improvements shall not include routine maintenance, utility repair work, and stormwater pump stations and related apparatus installed by the City.

### **Legislative Tracking**

Commissioner Mark Samuelian

### **ATTACHMENTS:**

#### **Description**

- Language Defining Role of Land Use Boards



Sec. 118-252. - Applicability and exemptions.

(a) Applicability.

(1) All building permits for new construction, public interior areas, interior areas that face a street or sidewalk, demolitions and wrecking, alterations, or additions to existing buildings, including fences, parking lots, walls and signs, whether new or change of copy, and exterior surface finishes and materials, shall be subject to review under the design review procedures except as provided in subsection (b) of this section. No building permit shall be issued without the written approval by the design review board or staff as provided for in these regulations.

(2) Except for stormwater pump stations and related apparatus installed by the City, all public improvements upon public rights-of-way and easements shall be reviewed by the Design Review Board. For purposes hereof, public improvements shall include, structures, streetscape projects, street improvements or redesign, modifications to street lighting or signage, landscaping projects, medians, master screening plans for stormwater pump stations and related apparatus, and above ground utilities; provided, however, that public improvements shall not include routine maintenance, utility repair work, and stormwater pump stations and related apparatus installed by the City.



**DRB REVIEW OF PUBLIC PROJECTS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS (LDR'S) OF THE CITY CODE, AT CHAPTER 118, ENTITLED "ADMINISTRATIVE AND REVIEW PROCEDURES," ARTICLE VI "DESIGN REVIEW PROCEDURES, BY MODIFYING SECTION 118-252, ENTITLED "APPLICABILITY AND EXEMPTIONS" TO EXCLUDE FROM DESIGN REVIEW BOARD REVIEW CITY APPLICATIONS RELATING TO STORMWATER PUMP STATIONS; PROVIDING FOR CODIFICATION, REPEALER, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the City of Miami Beach has the authority to enact laws which promote the public health, safety and general welfare of its citizens; and

**WHEREAS**, the City Code, at Section 118-252 provides that the Design Review Board is to review all above ground public works improvements within the City's rights-of-way or on City property; and

**WHEREAS**, the amendment set forth below are necessary to accomplish the above objectives.

**NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA:**

**SECTION 1.** That Chapter 118, entitled "Administrative and Review Procedures" at Article VI "Design Review Procedures, Section 118-252 entitled "Applicability and exemptions," of the City's Land Development Code is hereby amended follows:

\* \* \*

**CHAPTER 118 ADMINISTRATIVE AND REVIEW PROCEDURES**

\* \* \*

**ARTICLE VI DESIGN REVIEW PROCEDURES**

\* \* \*

**Sec. 118-252. - Applicability and exemptions.**

(a) Applicability.

- (1) All building permits for new construction, public interior areas, interior areas that face a street or sidewalk, demolitions and wrecking, alterations, or additions to existing buildings, including fences, parking lots, walls and signs, whether new or change of copy, and exterior surface finishes and materials, shall be subject to review under the design review procedures except as provided in subsection (b) of this section. No



building permit shall be issued without the written approval by the design review board or staff as provided for in these regulations.

- (2) ~~Except for stormwater pump stations and related apparatus, installed by the City, s~~ Significant public improvements upon public rights-of-way and easements are reviewed by the Design Review Board. For purposes hereof, public improvements shall include, but not be limited to, structures, streetscape projects, street improvements or redesign, modifications to street lighting or signage, landscaping projects, medians, stormwater pump stations and related apparatus, master screening plans for stormwater pump stations and related apparatus and above ground utilities; however, public improvements shall exclude raising of streets and sidewalks by less than six inches, routine maintenance and utility repair work. ~~Public improvements shall not include stormwater pump stations and related apparatus.~~
- (3) The review and approval of all new single family home construction, in accordance with subsection 142-105(d)(7).

(b) Exemptions. Exemptions to these regulations include all of the following provided no new construction or additions to existing buildings are required:

- (1) All permits for plumbing, heating, air conditioning, elevators, fire alarms and extinguishing equipment, and all other mechanical and electrical equipment when such work is entirely within the interior of the building, excluding public interior areas and interior areas that face a street or sidewalk; however, the planning director may approve such building permit applications for minor work on the exterior of buildings.
- (2) Any permit necessary for the compliance with a lawful order of the building official, fire marshal or public works director related to the immediate public health or safety.
- (3) All single-family dwellings are exempt from the design review regulations, with the exception of exterior surface color samples and finishes, and the review and approval of all new single family home construction in accordance with subsection 142-105(d)(7). However, all building permits for new construction, alterations or additions to existing structures shall be subject to compliance with section 142-105, and all demolition permits must be signed by the planning director, or designee. This exception shall not apply to applicable public improvements on City rights of ways.
- (4) All properties located within designated historic districts and designated historic sites.

\* \* \*

**Sec. 118-260. - Administrative review procedures.**

- (a) The planning director or designated representative, shall have the authority to approve, approve with conditions or deny an application on behalf of the board, for the following:
  - (1) Ground level additions to existing structures, not to exceed two stories in height, which are not substantially visible from the public right-of-way, any waterfront or public park. For those lots which are greater than 10,000 square feet, the floor area of the proposed addition may not exceed ten percent of the floor area of the existing structure or primary lot, whichever is less, with a maximum total floor area not to exceed 5,000 square feet.



- (2) Replacement of windows, doors, storefront frames and windows, or the approval of awnings, canopies, exterior surface colors, storm shutters and signs.
- (3) Facade and building alterations, renovations and restorations which are minor in nature.
- (4) Minor demolition and alterations to address accessibility, life safety, mechanical and other applicable code requirements.
- (5) Minor demolition and alterations to rear and secondary facades to accommodate utilities, refuse disposal and storage.
- (6) Minor work associated with the public interiors of buildings and those interior portions of commercial structures which front a street or sidewalk.
- (7) Minor work involving public improvements upon public rights-of-way and easements; this shall not include the raising of streets and sidewalks in excess of six inches.
- (8) Minor work which is associated with rehabilitations and additions to existing buildings, or the construction, repair, or rehabilitation of new or existing walls, at-grade parking lots, fences.

The planning director's decision shall be based upon the criteria listed in this article. The applicant may appeal a decision of the planning director pursuant to the procedural requirements of Section 118-9.

#### **SECTION 2. REPEALER.**

All ordinances or parts of ordinances and all section and parts of sections in conflict herewith be and the same are hereby repealed.

#### **SECTION 3. CODIFICATION.**

It is the intention of the City Commission, and it is hereby ordained that the provisions of this ordinance shall become and be made part of the Code of the City of Miami Beach as amended; that the sections of this ordinance may be renumbered or relettered to accomplish such intention; and that the word "ordinance" may be changed to "section" or other appropriate word.

#### **SECTION 4. SEVERABILITY.**

If any section, subsection, clause or provision of this Ordinance is held invalid, the remainder shall not be affected by such invalidity.

#### **SECTION 5. EFFECTIVE DATE.**

This Ordinance shall take effect ten days following adoption.

**PASSED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



APPROVED AS TO  
FORM AND LANGUAGE  
& FOR EXECUTION

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

First Reading: \_\_\_\_\_, 2018  
Second Reading: \_\_\_\_\_, 2018

Verified by: \_\_\_\_\_  
Thomas R. Mooney, AICP  
Planning Director

Underscore denotes new language  
~~Strikethrough~~ denotes deleted language

M:\\$CMB\CCUPDATES\Land Use and Development Committee\2018\May 23, 2018\DRB Review of Public Projects - DRAFT  
ORD.docx



**From:** Granado, Rafael  
**Sent:** Tuesday, May 22, 2018 2:16 PM  
**To:** Mooney, Thomas; Aleman, John; Gongora, Michael (MGongora@beckerlawyers.com); Rosen Gonzalez, Kristen; Arriola, Ricky  
**Cc:** Granado, Rafael; De Pinedo, Naima  
**Subject:** West Avenue Neighborhood Association (WAvNA) - Recommendation

Good afternoon Commissioners,

At the request of the West Avenue Neighborhood Association (WAvNA), I am forwarding to you the below email regarding Agenda Discussion Item # 8 – May 23, 2018 Land Use and Development Committee.

Regards,

MIAMI BEACH

**Rafael E. Granado, Esq., City Clerk**  
OFFICE OF THE CITY CLERK  
1700 Convention Center Drive, Miami Beach, FL 33139  
Tel: 305.673.7411 [rafaelgranado@miamibeachfl.gov](mailto:rafaelgranado@miamibeachfl.gov)

*We are committed to providing excellent public service and safety to all who live, work and play in our vibrant, tropical, historic community.*

**From:** WAvNA - West Avenue Neighborhood Association [<mailto:wavna305@gmail.com>]  
**Sent:** Tuesday, May 22, 2018 12:16 PM  
**To:** Granado, Rafael  
**Cc:** West Avenue Neighborhood Association; Gayle Durham; Shawn Patrick Bryant  
**Subject:**

City Clerk Rafael Granado--

Please include this email in the packet for May 23, 2018, Land Use Board.

RE: Agenda Item 8:

DISCUSSION TO REVIEW THE ROLE OF LAND USE BOARDS IN NEIGHBORHOOD IMPROVEMENT PROJECTS.

The West Avenue Neighborhood Association is in support of having all neighborhood improvement projects going before the Design Review Board (DRB). We want the City to return to following City Code 118-252 that is stated below.

During the Mayor Levine / Bruce Mowry Regime, the City of Miami Beach did not follow this City Code. As a result, public comment was restricted and less than acceptable projects were delivered by the City within the West Avenue Neighborhood. For example, Green Space park-



like areas received no Design Review Board overview. The former City Engineer was allowed to solely design these Green Space areas himself. Despite his commitments and promises to have the neighborhood residents participate in the design process he did not honor his commitments/promises and the neighborhood was left with an area that had ZERO design elements planned into the space.

The former City Engineer Bruce Mowry also did not submit Streetscape Projects to go before the DRB despite the requirement to do so.

We **MUST** have all projects outlined in the City Code put before the Design Review Board. That will allow all residents the opportunity to have input and public comment into future projects.

**Sec. 118-252. - Applicability and exemptions.**

(a)

*Applicability.*

(1)

All building permits for new construction, public interior areas, interior areas that face a street or sidewalk, demolitions and wrecking, alterations, or additions to existing buildings, including fences, parking lots, walls and signs, whether new or change of copy, and exterior surface finishes and materials, shall be subject to review under the design review procedures except as provided in subsection (b) of this section. No building permit shall be issued without the written approval by the design review board or staff as provided for in these regulations.

(2)

Except for stormwater pump stations and related apparatus installed by the City, all public improvements upon public rights-of-way and easements shall be reviewed by the Design Review Board. For purposes hereof, public improvements shall include, structures, streetscape projects, street improvements or redesign, modifications to street lighting or signage, landscaping projects, medians, master screening plans for stormwater pump stations and related apparatus, and above ground utilities; provided, however, that public improvements shall not include routine maintenance, utility repair work, and stormwater pump stations and related apparatus installed by the City.

Regards,

S

Shawn Patrick Bryant

West Avenue Neighborhood Association

West Avenue Neighborhood Association (WAvNA)

**West Avenue Board of Directors:**

Gayle Durham - President

Shawn Patrick Bryant - Vice President

Brian Keene - Secretary/Treasurer

Travis Copeland



Corinne Kirkland  
Gregg Chislett  
Tim Carr

[wavna305@gmail.com](mailto:wavna305@gmail.com)  
[facebook/wavna30](https://www.facebook.com/wavna30)  
[twitter/wavna305](https://twitter.com/wavna305)





City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, [www.miamibeachfl.gov](http://www.miamibeachfl.gov)

Item 9.

## COMMITTEE MEMORANDUM

TO: Land Use and Development Committee

FROM: Jimmy L. Morales, City Manager

DATE: May 23, 2018

TITLE: **DISCUSSION REGARDING ESTABLISHING A HISTORIC PRESERVATION FUND.**

### ATTACHMENTS:

Description	Type
 C4 O	Memo



# MIAMI BEACH

## COMMISSION MEMORANDUM

TO: Honorable Mayor and Members of the City Commission  
FROM: Commissioner Ricky Arriola  
DATE: April 11, 2018

SUBJECT: REFERRAL TO THE LAND USE AND DEVELOPMENT COMMITTEE AND THE FINANCE AND CITYWIDE PROJECTS COMMITTEE TO DISCUSS ESTABLISHING A HISTORIC PRESERVATION FUND.

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### ANALYSIS

Please place this item on the April 11, 2017 City Commission agenda.

The North Beach Master Plan was adopted by the City Commission on October 19, 2016. The plan highlighted five big ideas to revitalize North Beach: 1) create a Town Center; 2) provide more mobility options; 3) protect and enhance neighborhoods; 4) better utilize public lands; and 5) build to last.

To advance the idea of protecting and enhancing neighborhoods, the North Beach Master Plan recommended the creation of a historic preservation fund (HPF). Many cities throughout the United States have a HPF in place that acts as a grant or loan program to help homeowners renovate and repair their historic properties by fixing things like doors, windows, balconies, siding, chipped paint, etc. Attached are the historic preservation programs of a few cities like Tampa, Louisville, and Knoxville.

I ask the Land Use & Development Committee and the Finance & Citywide Projects Committee to discuss establishing and financing a Historic Preservation Fund (HPF) to further the idea of protecting and enhancing neighborhoods in North Beach. I further request that if a HPF is established for North Beach and after a period of time is found to be successful, it should be expanded and implemented citywide.

The Miami Design Preservation League (MDPL), Miami Beach United (MBU), and Historic Preservation Board (HPB) should be consulted throughout this process to determine the parameters of the program.

### Legislative Tracking

Commissioner Ricky Arriola

### ATTACHMENTS:

Description





## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

### **PROCEDURES AND STANDARDS**

#### **Interstate Historic Preservation Trust Fund Loan Program (Program)**

##### **Mission**

The mission of the Interstate Historic Preservation Trust Fund (Trust Fund) is to accelerate the exterior historic preservation of properties in the National Register Historic Districts of Ybor City, Tampa Heights, and West Tampa.

##### **Goal**

To enable the owners of historic properties within the National Register Historic Districts of Ybor City, Tampa Heights, and West Tampa to preserve the character and structure of those historic properties by providing exterior preservation funds for eligible owners and projects.

##### **Application Deadline**

Applications will be received through the Purchasing Department until **3:00 p.m. (EDT), March 28, 2018.** Applications received after the submission deadline will not be considered. Applications may be mailed, express mailed, or hand delivered to:

**City of Tampa Purchasing Department  
Bid Control Division  
306 E. Jackson, St., 2<sup>nd</sup> Floor  
Tampa, FL 33602**

##### **Review Process**

The City of Tampa evaluates all applications on a competitive basis. The Interstate Historic Preservation Trust Advisory Committee (Advisory Committee) will advise the Mayor of Tampa and Tampa City Council on the allocation of the funds available for distribution.

##### **Application Procedure**

- a) Applications may be submitted by property owners, not-for-profit organizations, together with cities, counties, or other units of local government.
- b) Interested applicants shall obtain an application for assistance under the Trust Fund from the City of Tampa Historic Preservation Division. The Historic Preservation Division shall determine eligibility of the project under the requirements of the Trust Fund. When a project is determined to be eligible, the property owner will be referred to the City of Tampa Housing and Community Development Division (HCD) for financial review and underwriting. Following the timely receipt of the **TRUST FUND APPLICATION (EXHIBITS A-G)**, and verification of applicant eligibility to participate in the Interstate Historic Preservation Trust Fund Loan Program (Program), the application submissions will be scheduled before the Advisory Committee for consideration. If an application is successful, the

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## Interstate Historic Preservation Trust Fund Loan Program

A Revolving Loan Program for Historic Districts Impacted by Interstate Construction

applicant will then be offered a loan to be secured by the applicant's historic property. Applicants are not required to accept a loan because they submit an application or have Program funds allocated to them. Loans are made without regard to race, color, religion, national origin, sex, handicap, or familial status.

The City of Tampa reserves the right to reject any and all applications with or without cause, waive any informality of any application, cancel the application cycle, and make all awards in the best interest of the City and the Interstate Historic Preservation Trust Fund.

### **Eligibility Requirements** (all of the following eligibility requirements must be met)

- Applications that have a funding deficit are ineligible for consideration. The total project budget must be covered by total funding sources, as evidenced by a completed **PROJECT FINANCIAL PLAN WORKSHEET (EXHIBIT B)** of the application. Applicants must provide proof of funding sources including owner funds being utilized in the project.
- Financing must have been sought and attempted through an institutional lender. All sources are to be indicated on **FINANCING DUE DILIGENCE WORKSHEET (EXHIBIT C)**. Applicants must provide **an outcome letter** from each conventional funding source.
- Located in the National Register Historic Districts of Ybor City, Tampa Heights, or West Tampa and constructed more than seventy-five (75) years prior to the date of the application.
- All exterior work included in the application adheres to the Secretary of the Interior's Standards for the Rehabilitation of Historic Properties.
- Funds cannot be used for acquiring property.
- Does not include interior rehabilitation or restoration except for electrical, mechanical and plumbing improvements necessary for proper preservation and/or exterior improvements to the structure. A minimum of 50% of the funds are required to be spent on exterior restoration, rehabilitation and reconstruction of architectural details.
- Work identified in the scope of the project in the application has not been initiated.

### **Evaluation Criteria for Application**

*The Advisory Committee will utilize the following criteria to evaluate and rank each eligible project received in the application cycle. The Advisory Committee will evaluate and rank each application based, in general, upon the selection criteria identified below and the extent to which the project fulfills the mission of the Trust Fund. It is the responsibility of the applicant to demonstrate clearly within the application that the project addresses the evaluation criteria. The criteria that will be used as a general guide to evaluate and rank the application include, but are not limited to, the following:*

- Catalyst for historic preservation projects in the immediate vicinity.
- Project alleviates or prevents endangerment of historic property.
- Importance of the structure as to its historic and/or architectural significance. For example, a contributing structure in an historic district will rank higher than a non-contributing structure.
- Qualifications of the applicant and/or professionals composing the project team.





## Interstate Historic Preservation Trust Fund Loan Program

A Revolving Loan Program for Historic Districts Impacted by Interstate Construction

- Financial Commitments: Applicant has identified the monetary scope of the project and has sought conventional sources of funding and/or has pledged personal/corporate funds to initiate and complete the project for which Trust Fund monies are sought. Applicant shall provide documentary evidence of all funding sources necessary to complete the project except for the funding source being sought through a grant application. Personal financial commitment will rank higher than applications that do not include a personal financial commitment. Applications with a shorter loan term being requested will rank higher than applications for projects of similar scope, but with a longer loan term being requested. Applications that have a funding deficit are ineligible for consideration.

### Eligible Activities Which May Be Funded in Order of Priority

- Structural Stabilization or relocation of an eligible structure
- Exterior restoration, rehabilitation, or reconstruction of architectural details.
- Mothballing
- Electrical, mechanical and plumbing improvements necessary for proper preservation and/or exterior improvements to the structure.
- Soft costs (architectural or engineering) when included as part of scope of stabilization, mothballing, restoration or reconstruction project.
- Minor additions for contemporary adaptation of buildings.

### Program Requirements

- a) Eligible property owners may receive funding through the Trust Fund loan program only once per calendar year per property folio number. Subsequent applications to the Trust Fund must encompass a different project for which the funds are being sought, but may be applied to the same property folio number.
- b) Applicants can request a maximum loan amount of \$200,000.00.
- c) A property owner is limited to a maximum of \$400,000.00 in total funding through the Trust Fund per property folio number for a period of ten years.
- d) Applicants must attach a commitment letter to evidence each funding source listed in **PROJECT FINANCIAL PLAN WORKSHEET (EXHIBIT B)**. The Total Costs of Project must be covered by the Total Project Funding. The loan amount requested shall not exceed the cost of the approved work. Applications that have a funding deficit are ineligible for consideration.
- e) Conventional financing must have been sought and attempted through an institutional lender. Source to be indicated on **PROJECT FINANCIAL PLAN WORKSHEET (EXHIBIT B)**, in order to qualify for a Trust Fund loan. Applicants must provide **an outcome letter from each** conventional funding source.
- f) Loan recipients are required to commence construction of the Project within three months of the disbursement date of the loan and be completed within one year from the date of disbursement of the loan.
- g) A minimum of 50% of the loan award is required to be spent on exterior restoration, rehabilitation





## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

and reconstruction of architectural details.

- h) A maximum of 10% of the loan award may be applied to soft costs.
- i) Approval of the Project plans by City of Tampa Historic Preservation staff is required prior to initiation of the approved Project. Applicants that initiate or complete the Project work without prior approval of the Project plans will be disqualified from receiving a Trust Fund loan.
- j) The property must be in compliance with all City of Tampa codes.

### **Loan Underwriting Requirements**

- a) An applicant must have the capacity to repay the loan under the requirements of the Trust Fund as set out in this policy. Applications will be evaluated based on credit and financial analysis of the applicant. Past performance or similar projects may be considered for this purpose.
- b) Debt Ratio: The applicant's total monthly debt to income ratio shall not exceed 50%. The Advisory Committee may make case by case exceptions with consideration of compensating factors.
- c) Credit Report: Credit history shall be reviewed by HCD to determine how the applicant has handled prior obligations. No loan shall be granted in the event that there are judgments or other liens, other than mortgage liens, encumbering the property.
- d) All ad valorem taxes on property owned by the applicant within the City of Tampa must be current.
- e) Property title must be clear with the exception of mortgage liens. HCD shall obtain a title binder prior to loan approval. Lender's Title Insurance must be obtained for all loans from the Trust Fund to protect the lender's interest in the property should a problem with title arise.
- f) Fund verification requires asset statements of at least six consecutive months.
- g) A property survey, no more than ten years old for same structure on survey, shall be provided.
- h) Total Encumbrances: In some cases the property may become over-encumbered when the Trust Fund loan is considered. In this event, the Trust Fund will consider this when determining the repayment period.
- i) When the project owner is a for-profit corporation, the Trust Fund shall require that a principal of that organization personally guarantee the mortgage.
- j) An appraisal of the property, to be paid for at the applicant's expense, may be requested by the Advisory Committee, at its discretion.

### **Loan Terms**

- a) Loans from the Trust Fund may not exceed \$200,000.00 per eligible project.
- b) The loan amount shall not exceed the cost of the approved work plus approved closing costs.
- c) The loan's repayment period will be based on the use of the property and the amount of the loan.
  - 1. If the loan amount is less than or equal to \$10,000.00, the repayment period shall be no longer than five (5) years.
  - 2. If the loan amount is more than \$10,000.00, the repayment period shall be based as follows:
    - i. For loans where the property use involves an owner-occupied, single family dwellings (or other program-eligible personal, family, or household uses) the repayment period shall be no longer than twenty (20) years.





## Interstate Historic Preservation Trust Fund Loan Program

A Revolving Loan Program for Historic Districts Impacted by Interstate Construction

- ii. For all other program-eligible property uses (for example commercial or business uses), the loan type shall be a balloon mortgage consisting of a 5-year payment period with a 20-year amortization. The loan will come due at the end of the 5-year period at which time the applicant may then seek conventional or other financing to fully payoff the Trust Fund loan.
- d) The interest rate for all loans is discounted from the U.S. Prime Rate by 1% and is established by the Program administrator basing the calculation on the U.S. Prime Rate for the day which the application cycle is advertised. For the application cycle of **March 28, 2018**, the interest rate is **2.5%**. If the loan amount is more than \$10,000.00, it will be interest-only for the first six (6) months.

### **Representative Repayment Terms For Owner-Occupied Single Family Dwellings (or other personal, family, or household Program-eligible purposes) During the Application Cycle Commencing 12/4/2017:**

- i. Example where the loan amount is less than or equal to \$10,000.00:  
A loan of \$10,000.00 for four (4) years at 6.067% annual percentage rate (APR) will have a monthly payment of \$219.14. The payment does not include taxes or insurance and the actual payment obligation will be higher. Your actual payment may also vary based on amount, term, taxes and insurance and other factors. All loans are subject to approval and eligibility requirements.
- ii. Example where the loan amount is more than \$10,000.00:  
A loan of \$200,000.00 for twenty (20) years at 2.540% annual percentage rate (APR) will have a monthly payment of \$1,080.77 (Month 1-Year 20). Taxes and insurance not included and the actual payment obligation will be higher. Actual payment may also vary based on amount, term, taxes and insurance and other factors. All loans are subject to approval and eligibility requirements.

- e) No down payment is required at closing.
- f) Servicing of loans shall be carried out by contractor(s) engaged by the City of Tampa. A servicing fee applies, estimated at \$65.00.
- g) Escrow accounts shall be established and administered by contractor(s) engaged by the City of Tampa. An initial set-up fee applies, estimated at \$25.00. Draw amounts are limited to 20% of the total amount of the loan and will not be issued on delinquent accounts. A maximum of five (5) draws are allowed. Transfer fees apply, estimated at \$15.00 per draw.
- h) In the event that the mortgagee requests changes to the original loan terms once approved, including refinancing, subordination of priority, or any other action requiring reconsideration by the Advisory Committee, a processing fee of \$300.00, in addition to all related fees, will be assessed prior to processing. Approval of the request is not guaranteed and fees are non-refundable in the event that the request is not granted.
- i) If an historic property securing a Program loan is sold, the Program loan will be repaid at the time the sale is closed.

### **Emergency Funding Requests**

In the event that an emergency situation occurs that poses an immediate threat to, or has resulted in the serious damage of, a historic building located in an eligible National Register District, a property owner may apply for emergency funding, in the form of a low-interest loan, through the Trust Fund loan program regardless of the application deadline. The Advisory Committee will determine if the scope of the application qualifies as an emergency situation and whether to authorize an emergency loan. The





## **Interstate Historic Preservation Trust Fund Loan Program**

**A Revolving Loan Program for Historic Districts Impacted by Interstate Construction**

established Trust Fund loan program *Procedures and Standards* will otherwise remain applicable. Emergency loans will be made exclusively for the interim stabilization of a historic property and are not available for a comprehensive rehabilitation project unless otherwise determined to be necessary to the general preservation of the historic building. An application for an emergency loan will be deemed ineligible in the event that the Advisory Committee determines, in its sole discretion, that the property owner has compromised the integrity of the subject building or structure through intentional or willful neglect or misconduct.

For applications requesting an emergency loan, the Advisory Committee may:

1. Require that the applicant disclose the scope of protection provided under all contracts of property insurance and submit copies of the current insurance policies related to the subject property (i.e., property loss, fire, extended coverages, limitations and riders); and
2. Require that the applicant and the City of Tampa enter into an agreement that requires immediate repayment of the emergency loan upon receipt of proceeds from any and all property insurance policies in effect that relate to the subject property; and
3. At its sole discretion, determine an appropriate period for repayment of the emergency loan when unique circumstances exist that warrant an extension; and
4. At its sole discretion, determine the appropriate scope of work that is necessary to eliminate the threat and damages to the historic building for which the emergency loan is requested.

### **Compliance with the City of Tampa Ethics Code**

The applicant shall comply with all applicable governmental and city rules and regulations including the City's Ethics Code, which is available on the City's website (City of Tampa Code, Chapter 2, Article VIII. - Section 2-522). Moreover, each applicant to the Interstate Historic Preservation Trust Fund Loan Program acknowledges and understands that the City's Charter and Ethics Code prohibit any City employee from receiving any substantial benefit or profit out of any contract or obligation entered into with the City, or from having any direct or indirect financial interest in effecting any such contract or obligation. (City of Tampa Code, Chapter 2, Article VIII. - Section 2-514(d)).

Please note that the City's Ethics Code may be accessed on the Internet through the following website:  
[www.tampagov.net](http://www.tampagov.net)

Tampa's municipal codes are published online by the Municipal Code Corporation. Printed copies of the Ethics Code can be obtained from the City Clerk's Office for a fee of \$0.15 cents a page.





## **Historic Preservation Fund**

### **Application and Information**

(Revised October 2009)



## **Guidelines**

The City of Louisville's Historic Preservation Fund (HPF) and is intended to help retain the character of Historic Old Town Louisville by promoting the preservation and rehabilitation of historic resources. A complete application for assistance from the HPF will consist of an application form, historic information about the property, photographs, a contractor bid (if applicable), and information about the source of any matching funds.

### **Staff contact:**

Sean McCartney, Principal Planner  
749 Main St.  
Louisville, CO 80027  
(303) 335-4591  
[seanm@louisvilleco.gov](mailto:seanm@louisvilleco.gov)

### **Submit all applications to:**

Historic Preservation Fund  
City of Louisville  
749 Main St.  
Louisville, CO 80027

### **For more information**

- 1) Louisville Municipal Code §3.20.605.C, available at <http://www.louisvilleco.gov>
- 2) City Council Resolution No. 20, Series 2009
- 3) Historic Preservation Commission website:  
<http://www.louisvilleco.gov/GOVERNMENT/BoardsCommissions/HistoricPreservationCommission/tabid/260/Default.aspx>

### **Deadlines**

There are no application deadlines. Applications will be considered as they are received, but they are subject to the availability of funds in any given year.

### **Priorities and Matching Funds and Other Incentives**

According to §3.d of City Council Resolution No. 20, Series 2009, priority for incentives shall be given to loans, then rebates, then grants. You may wish to structure your requests accordingly to maximize your chances of a success

Matching funds are not required. However, applications which demonstrate the availability of matching funds from any source, including but not limited to the State Historical Fund, other grants, or private funding, may be viewed more favorably.

### **Eligible Applicants**

Any owner of a historic resource or resource that helps to define the character of Historic Old Town Louisville (see map in Appendix A) is eligible to apply to the HPF. "Resources" include,



but are not limited to, primary structures, accessory structures, outbuildings, fences, existing or historical landscaping, archaeological sites, and architectural elements of structures.<sup>1</sup>

Owners of property in Historic Old Town Louisville which will experience new construction may also be awarded grants to preserve the character of Historic Old Town. The purpose of these incentives is to limit mass, scale, and number of stories, to preserve setbacks, to preserve pedestrian walkways between buildings, and to utilize materials typical of historic buildings, above mandatory requirements.<sup>2</sup>

### **Landmarking/Grant of Easements**

As required by Ballot issue 2A, 2008 and Louisville Municipal Code §3.20.605.C, if you receive incentives from the Historic Preservation Fund, you must complete an application to landmark your property. Application forms are available here:

<http://www.louisvilleco.gov/Portals/0/Boards%20&%20Commissions/Preservation%20Commission/landmarkapplication.pdf> . If the Historic Preservation Commission or the City Council determines that your property is not eligible to be landmarked, then you must enter into an agreement for a conservation easement to be placed upon your property. These requirements are to ensure that your property retains its character and that the city's investment in your property is respected, but does not mean that you cannot enjoy the use of your property or make appropriate additions or interior alterations.

### **Eligible Costs and Improvements:**

Eligible costs include hard costs associated with the physical preservation of historic fabric or elements. Labor costs are eligible IF the work is to be done by someone other than the applicant/owner (whose labor can only be used for matching purposes with an acceptable written estimate).

Example eligible improvements:

Repair and stabilization of historic materials:

- Siding
- Decorative wood work and moulding
- Porch stairs and railing
- Cornices
- Masonry (such as chimney tuckpointing)
- Doors and Windows

Removal of non-historic materials:

(particularly those that cover the historic materials)

- Siding, trim and casing
- Porch enclosures
- Additions that negatively impact the historic integrity
- Repair/replacement to match historic materials

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<sup>1</sup> City Council Resolution No. 20, Series 2009, §1.e.

<sup>2</sup> City Council Resolution No. 20, Series 2009, §3.c.



Energy upgrades:

- Repair and weather sealing of historic windows and doors

Reconstruction of missing elements or features:

(Based on documented evidence such as historic photographs and physical evidence)

- Porches and railings
- Trim and mouldings
- False-fronts cornices

Some additional project elements are eligible under the property owner's match ONLY if they are part of a larger rehabilitation project that includes at least one of the eligible features and improvements listed above. These match elements include:

- Necessary structural repairs
- Materials analysis
- Donated labor and materials
- Architectural and engineering services

### **Ineligible Costs and Improvements:**

- Redecorating or any purely cosmetic change that is not part of an overall rehabilitation or that does not enhance the property's character
- Soft costs such as appraisals, interior design fees, legal, accounting and realtor fees, grant fees, sales and marketing, closing, building permit, use and inspection fees, bids, insurance, project signs and phones, temporary power, bid bonds, copying, and rent loss during construction
- New additions or enlargements
- Excavation, grading, paving, landscaping or site work such as improvements to paths or fences unless the feature is part of the landmark designation, except for correcting drainage problems that are damaging the historic resource
- Repairs to additions to non-historic portions of the property
- Reimbursement for owner/self labor (which can count only towards the matching costs)
- Interior improvements (*unless the interior is also landmarked*)
- Non-historical decorative elements
- Outbuildings which are not contributing structures to a landmarked site or district

### **Application Review Process**

Applications will be screened by Historic Preservation Commission (HPC) staff to verify project eligibility. If any additional information is required, staff will contact the applicant directly. The HPC will evaluate the applications in a public meeting at which the applicant will be allowed to make statements. The HPC will make a recommendation to City Council, utilizing the criteria contained in Appendix B. City Council will take final action on the application.

### **Project Review and Completion**

Any required design review or building permits must be obtained before beginning work on the project. If a property has already been landmarked, in some circumstances an Alteration Certificate must be approved by the HPC. HPC staff should be allowed a walk-through with the applicant and any contractor before the beginning of work. Projects must be completed within



one year from the date on which the grant was awarded, unless a longer period of time was allowed when the grant was awarded or an extension is granted.

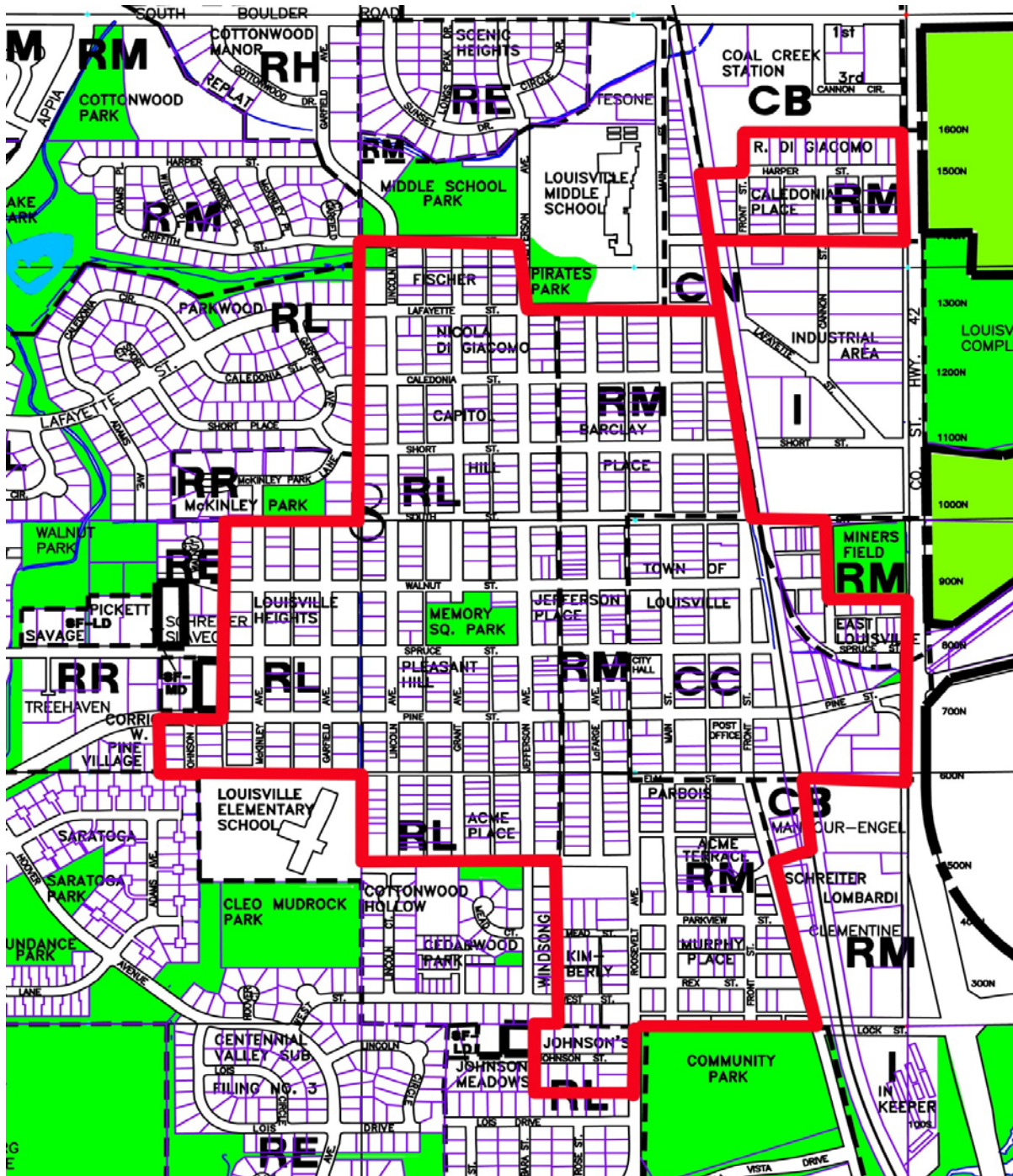
### **Disbursement of Funds**

In most cases, grants and rebates will take the form of reimbursement after work has been completed, inspected and approved as consistent with the approved grant application by HPC staff. In planning your project, you should arrange to have adequate funds on hand to pay the final costs of the project. Incentives may be revoked if the conditions of any grant approval are not met. Under some circumstances, as determined by the HPC and City Council, incentives, particularly loans, may be paid prior to the beginning of a project or in installments as work progresses.

**Incentives from the Historic Preservation Fund may be considered taxable income and applicants may wish to consult with a tax professional.**



## APPENDIX A



**Old Town Overlay District and Commercial Core  
(Downtown Louisville Per LMC 17.08.113)**



# **APPENDIX B**

## **REVIEW CRITERIA**

Applications that demonstrate the following will be preferred and have a greater chance of favorable review, although it is not necessary for all applications to satisfy all of these criteria.

### **1. Foster Rehabilitation of Resource**

Applicants will be judged on how strong the effort to return the resource to its historic appearance and how well proper and professional preservation techniques will be applied.

### **2. Demonstrate Preservation Necessity or Threat**

A project that demonstrates a strong need for funding because of an existing or future action or condition that may adversely affect the existing architectural or historic interest in the property will receive extra consideration for funding. This may include the need for significant repair due to neglect.

### **3. Demonstrate Resource Significance**

Proposals to rehabilitate resources with high resource significance will be given greater weight over those proposals with lower resource value. Resources with high significance include those that are:

- Listed on the National, State or Louisville Registers of Historic Places.
- Eligible for listing as an individual landmark.
- Eligible for listing as a contributing building in a historic district and has architectural integrity.

### **4. Matching Funds**

Applications which demonstrate the availability of matching funds will be preferred, though matching funds are not an absolute requirement.

### **5. Character-Producing Resources**

Applications which retain or rehabilitate resources which contribute toward the historic character of Historic Old Town Louisville, even if those resources are not eligible for historic landmarking, may be given favorable review.



## APPENDIX C

### HELPFUL TERMS & DEFINITIONS

#### BASIC PRESERVATION THEORY

##### **The Concept of Significance**

A building possessing architectural significance is one that represents the work of a noteworthy architect, possesses high artistic value or that well represents a type, period or method of construction. A historically significant property is one associated with significant persons, or with significant events or historical trends. It is generally recognized that a certain amount of time must pass before the historical significance of a property can be evaluated. The National Register, for example, requires that a property be at least 50 years old or have extraordinary importance before it may be considered. A property may be significant for one or more of the following reasons:

- Association with events that contributed to the broad patterns of history, the lives of significant people, or the understanding of Louisville's prehistory or history.
- Construction and design associated with distinctive characteristics of a building type, period, or construction method.
- An example of an architect or master craftsman or an expression of particularly high artistic values.
- Integrity of location, design, setting, materials, workmanship, feeling and association that form a district as defined by the National Register of Historic Places Guidelines.

**The Concept of Integrity** "Integrity" is the ability of a property to convey its character as it existed during its period of significance. To be considered historic, a property must not only be shown to have historic or architectural significance, but it also must retain a high degree of physical integrity. This is a composite of seven aspects or qualities, which in various combinations define integrity, location, design, setting, materials, workmanship, feeling and association. The more qualities present in a property, the higher its physical integrity. Ultimately the question of physical integrity is answered by whether or not the property retains a high percentage of original structure's identity for which it is significant.

**The Period of Significance** Each historic town has a *period of significance*, which is the time period during which the properties gained their architectural, historical or geographical importance. Downtown Louisville, for example, has a period of significance which spans approximately 70 years (1880- 1950). Throughout this period of significance, the downtown has been witness to a countless number of buildings and additions which have become an integral part of the district. Conversely, several structures have been built, or alterations have been made, after this period which may be considered for removal or replacement.

#### BUILDING RATING SYSTEM



**Contributing:** Those buildings that exist in comparatively "original" condition, or that have been appropriately restored, and clearly contribute to the historic significance of downtown. Preservation of the present condition is the primary goal for such buildings.

**Contributing, with Qualifications:** Those buildings that have original material which has been covered, or buildings that have experienced some alteration, but that still convey some sense of history. These buildings would more strongly contribute, however, if they were restored.

### **Supporting category**

These are typically buildings that are newer than the period of historic significance and therefore do not contribute to our ability to interpret the history of Louisville. They do, however, express certain design characteristics that are compatible with the architectural character of the historic district. They are "good neighbors" to older buildings in the vicinity and therefore support the visual character of the district.

### **Non-contributing building category**

These are buildings that have features that deviate from the character of the historic district and may impede our ability to interpret the history of the area. They are typically newer structures that introduce stylistic elements foreign to the character of Louisville. Some of these buildings may be fine examples of individual building design, if considered outside the context of the district, but they do not contribute to the historic interpretation of the area or to its visual character. The detracting visual character can negatively affect the nature of the historic area.

**Non-contributing, with Qualifications:** These are buildings that have had substantial alterations, and in their present conditions do not add to the historic character of the area. However, these buildings could, with substantial restoration effort, contribute to the downtown once more.

## **PRESERVATION APPROACHES**

Choosing an Appropriate treatment for historic buildings

While every historic project is different, the Secretary of the Interior has outlined four basic approaches to responsible preservation practices. Determining which approach is most appropriate for any project requires considering a number of factors, including the building's historical significance and its existing physical condition.

The four treatment approaches are:

- **Preservation** places a high premium on the retention of all historic fabric through conservation, maintenance and repair. It reflects a building's continuum over time, through successive occupancies, and the respectful changes and alterations that are made.
- **Rehabilitation** emphasizes the retention and repair of historic materials, but more latitude is provided for replacement because it is assumed the property is more deteriorated prior to work.



- **Restoration** focuses on the retention of materials from the most significant time in a property's history, while permitting the removal of materials from other periods.
- **Reconstruction** establishes limited opportunities to re-create a non-surviving site, landscape, building, structure, or object in all new materials.

The Secretary of the Interior's website outlines these approaches and suggests recommended techniques for a variety of common building materials and elements. An example of appropriate and inappropriate techniques for roofs is provided in the sidebars. Additional information is available from preservation staff and the Secretary's website at:

[www.cr.nps.gov/hps/tps/standguide/index.htm](http://www.cr.nps.gov/hps/tps/standguide/index.htm)

## THE SECRETARY OF THE INTERIOR'S STANDARDS

The Standards are neither technical nor prescriptive, but are intended to promote responsible preservation practices that help protect our Nation's irreplaceable cultural resources. For example, they cannot, in and of themselves, be used to make essential decisions about which features of the historic building should be saved and which can be changed. But once a treatment is selected, the Standards provide philosophical consistency to the work.

[http://www.nps.gov/history/hps/tps/standguide/overview/choose\\_treat.htm](http://www.nps.gov/history/hps/tps/standguide/overview/choose_treat.htm) Louisville has not adopted these standards verbatim, but they are the basis for standards contained in Louisville's preservation code.



## **Historic Preservation Fund Application**

The following information must be provided to ensure adequate review of your proposal. Please type or print answers to each question. Please keep your responses brief.

### **1. OWNER/APPLICANT INFORMATION**

#### Owner or Organization

- a. Name: \_\_\_\_\_
- b. Mailing Address: \_\_\_\_\_
- c. Telephone: \_\_\_\_\_
- d. Email: \_\_\_\_\_

#### Applicant/Contact Person (if different than owner)

- a. Name: \_\_\_\_\_
- b. Mailing Address: \_\_\_\_\_
- c. Telephone: \_\_\_\_\_
- d. Email: \_\_\_\_\_

### **2. PROPERTY INFORMATION**

- a. Address: \_\_\_\_\_



b. Year of construction or estimate: \_\_\_\_\_

c. Is the building designated as a landmark or in an historic district? (local, state, or federal) If so, what is the name of the landmarked property: \_\_\_\_\_

d. Attach information on the history of the site, including old photos and social history if available.

e. Primary Use of Property (check one):   \_\_\_*Residential*

\_\_\_*Commercial*

**3. PROJECT DESCRIPTION** (Please do not exceed space provided below.)

a. Provide a brief description of the proposed scope of work.

b. Describe how the work will be carried out and by whom. Include a description of elements to be rehabilitated or replaced and describe preservation work techniques that will be used.

c. Explain why the project needs rehabilitation grant funds now. Include a description of community support and/or community benefits, if any.



**4. DESCRIPTION OF REHABILITATION**

<b>Feature A</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature B</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature C</b>	



<p>NAME OF ARCHITECTURAL FEATURE: _____</p> <p>Describe feature and its condition:</p>	<p>Describe proposed work on feature:</p>
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4. DESCRIPTION OF REHABILITATION (continued)

<b>Feature D</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature E</b>	
NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
<b>Feature F</b>	



NAME OF ARCHITECTURAL FEATURE: _____ Describe feature and its condition:	Describe proposed work on feature:
--	------------------------------------

*Please photocopy this sheet and attach copies if necessary.*



## 5. COST ESTIMATE OF PROPOSED WORK

*Please provide a budget that includes accurate estimated costs of your project. Include an **itemized breakdown** of work to be funded by the incentives and the work to be funded by the applicant. Include only eligible work elements. Use additional sheets as necessary. **(Please reference this section in your contractor's bid attachment).***

Feature	Work to be Funded	Type and Amount of Incentive Sought	Applicant Cost
A.		\$	\$
B.		\$	\$
C.		\$	\$
D.		\$	\$
E.		\$	\$
F.		\$	\$
G.		\$	\$
H.		\$	\$
I.		\$	\$
J.		\$	\$
K.		\$	\$
	<b>Subtotal Incentive Cost/Applicant Cost</b>	\$	\$



<b>Total Project Cost</b>	<b>\$</b>
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**If partial incentive funding were awarded, would you complete your project?**

☐ **YES**

☐ **NO**

## **6. ADDITIONAL MATERIALS REQUIRED**

***The following items must be submitted along with this application:***

- a. One set of photographs or slides for each feature as described in Item 4 "Description of Rehabilitation". Please label of each photograph with the address of your property and the feature number.
- b. A construction bid if one has been made for your project (recommended).
- c. Working or scaled drawings, spec sheets, or materials of the proposed work if applicable to your project.

## **7. Assurances**

The Applicant hereby agrees and acknowledges that:

- A. Funds received as a result of this application will be expended solely on described projects, and must be completed within established timelines.
- B. Awards from the Historic Preservation Fund may differ in type and amount from those requested on an application.
- C. Recipients must submit their project for any required design review by the Historic Preservation Commission and acquire any required building permits before work has started.
- D. All work approved for grant funding must be completed even if only partially funded through this incentives program.



E. Unless the conditions of approval otherwise provide, disbursement of grant or rebate funds will occur after completion of the project.

F. The incentive funds may be considered taxable income and Applicant should consult a tax professional if he or she has questions.

G. If this has not already occurred, Applicant will submit an application to landmark the property to the Historic Preservation Commission. If landmarking is not possible for whatever reason, Applicant will enter into a preservation easement agreement with the City of Louisville. Any destruction or obscuring of the visibility of projects funded by this grant program may result in the City seeking reimbursement.

H. The Historic Preservation Fund was approved by the voters and City Council of Louisville for the purpose of retaining the city's historic character, so all work completed with these funds should remain visible to the public.

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Signature of Applicant/Owner

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Date



**CITY OF KNOXVILLE**

**REQUEST FOR PROPOSALS**

**Funding for Improvements to Historic Buildings**

**Proposals to be Received by 11:00:00 a.m., Eastern Time  
November 13, 2017**

Submit Proposals to:  
City of Knoxville  
Office of Purchasing Agent  
City/County Building  
Room 667-674  
400 Main Street  
Knoxville, Tennessee 37902

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**CITY OF KNOXVILLE**  
**Request for Proposals**  
**Funding for Improvements to Historic Buildings**

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**City of Knoxville  
Request for Proposals**

Funding for Improvements to Historic Buildings

**I. Statement of Intent**

The City of Knoxville is requesting proposals from owners of residential or commercial buildings located within H-1 or NC-1 historic overlay districts or listed on the National Register of Historic Places, or eligible for listing on the National Register of Historic places in the city of Knoxville who are seeking funding for property improvement projects.

**II. REQUEST FOR PROPOSALS TIME LINE**

Availability of RFP ..... September 13, 2017

**Mandatory pre-proposal conference.....September 26, 2017**  
**Conference to be held at 10:00 a.m. in the Community Room of the**  
**Public Works Service Center; 3131 Morris Avenue; Knoxville, Tennessee.**

Deadline for questions to be submitted (in writing) to the  
Assistant Purchasing Agent ..... November 6, 2017

**Proposals Due Date ..... November 13, 2017**

This timetable is for the information of submitting entities. These dates are subject to change.  
**However, in no event shall the deadline for submission of the proposals be changed except by written modification from the City of Knoxville Purchasing Division.**

**III. BACKGROUND**

The City of Knoxville has allocated \$500,000 of its budget for Fiscal Year 2017-18 for the purpose of offering short-term, interest-free loans to help support the costs of improvement projects for historic structures within the Knoxville city limits. Both residential and commercial projects are eligible for such funding. In order to achieve the largest positive impact with the program funds, the City anticipates making multiple awards.

Up to five percent of the allocated money is reserved for non-construction projects (see Types of Projects Eligible for Consideration" below).

Proposers should refer to Section V ("Conditions of Funding") for details regarding City requirements for project funding, and should refer to Section VII ("Instructions to Proposers") for detailed information that the City will need in order to evaluate the proposed project.



#### IV. GENERAL CONDITIONS

4.1 The following data is intended to form the basis for submission of proposals describing proposed improvements to historic buildings.

4.2 This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The RFP should be read in its entirety before preparing the proposal.

4.3 All materials submitted pursuant to this RFP shall become the property of the City of Knoxville.

4.4 To the extent permitted by law, all documents pertaining to this Request for Proposals shall be kept confidential until the proposal evaluation is complete and a recommendation submitted to City Council for review. No information about any submission of proposals shall be released until the process is complete, except to the members of the Evaluation Committee and other appropriate City staff. All information provided shall be considered by the Evaluation Committee in making a recommendation to enter into an agreement with the selected consultant.

4.5 Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made **in writing and be in the hands of Penny Owens, Assistant Purchasing Agent, by the close of the business day on November 6, 2017.** Questions can be submitted by letter, fax (865-215-2277), or emailed to [powens@knoxvilletn.gov](mailto:powens@knoxvilletn.gov). The City of Knoxville is not responsible for oral interpretations given by any City employee, representative, or others. **The issuance of written addenda is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this Request for Proposals, the Purchasing Division will post them to the City's website at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing).** Submitting organizations are strongly encouraged to view this website often to see if addenda are posted. Failure of any proposer to receive such addendum or interpretation shall not relieve such Proposer from any obligation under his proposal as submitted. All addenda so issued shall become part of the Contract Documents.

4.6 The City of Knoxville reserves the right to (a) accept or reject any and/or all submissions of proposals; (b) to waive irregularities, informalities, and technicalities; and (c) to accept any alternative submission of proposals presented which, in its opinion, would best serve the interests of the City. The City shall be the sole judge of the proposals, and the resulting negotiated agreement that is in its best interest, and its decision shall be final. The City also reserves the right to make such investigation as it deems necessary to determine the ability of any submitting entity to perform the work or service requested. Information the City deems necessary to make this determination shall be provided by the submitting entity. Such information may include, but is not limited to, current financial statements by an independent CPA, verification of availability of equipment and personnel, and past performance records.



4.7 Included in the Submission Forms section is an affidavit that the undersigned has not entered into any collusion with any person with respect to this proposal. The proposer is required to submit this affidavit with their proposal submission. Also included in the Submission Forms section is the Diversity Business Program contracting packet. Submissions must indicate on the enclosed form whether or not the proposer intends to use subcontractors and/or suppliers from one of the defined groups. Proposers are advised that the City tracks use of such use, but it does not influence or affect evaluation or award.

4.8 Subsequent to the Evaluation Committee's review and the Mayor's recommendation of proposals to be funded, Knoxville City Council approval may be required before the final contract may be executed.

4.9 All expenses for making a submission of proposal shall be borne by the submitting entity.

**4.10 NO CONTACT POLICY: After the posting of this solicitation to the Purchasing Division's website, any contact initiated by any proposer with any City of Knoxville representative concerning this proposal is strictly prohibited, unless such contact is made with the Purchasing Division representative listed herein or with said representative's authorization. Any unauthorized contact may cause the disqualification of the proposer from this procurement transaction.**

## **V. CONDITIONS FOR FUNDING**

Before making a proposal to the City, prospective proposers should be familiar with several conditions which will govern the eligibility of proposed improvement projects.

**Important Notice:** A mandatory pre-proposal conference will be held at 10:00 a.m. in the Community Room of the Public Works Service Center; 3131 Morris Avenue; Knoxville, Tennessee. Note that only proposals submitted by offerors represented at the pre-proposal site visit will be considered for award.

**Proposers are advised that proposed projects must be essentially "shovel ready" at the time proposals are submitted: there will be NO material change to the scope of project work after awards are made and contracts executed.**

No Unpaid Taxes Properties for which City or County property taxes are in arrears shall not be eligible for program funding. Any other properties owned by the proposer must have City and County property taxes current. City Codes violations on any properties owned by the proposer may render the application ineligible.

Ownership of Building Proposal must provide evidence that the applicant owns the property; funding is not available to underwrite or help underwrite the acquisition of property.

Types of Projects Eligible for Consideration To be eligible for funding, projects will support the historic preservation of structures through construction-oriented activities that will result in re-



use or improved use of the structure.

Note that up to 5% of the program's funding may be awarded to non-construction-type activities focused on historic preservation, such as applying for inclusion on the National Register of Historic Places or creation of a museum exhibit. Notwithstanding other provisions of this Request for Proposals, funding for non-construction activities may be awarded without the use of a deed of trust. Funding will still be awarded through a promissory note, but such note will be fully forgivable upon the recipient's completion of all required activities as defined in the recipient's proposal and the Historic Preservation Agreement with the City. Program funds will **not** be awarded for operating expenses (e.g., payroll, printing, office supplies or equipment).

**Building Codes** All proposed improvement projects must meet applicable building codes.

**Historic Overlay and/or Designation Required** The purpose of the City's funding program is to provide needed funding for improvements to buildings located within areas that have been designated (or have applied for designation) as historic overlay ("H-1") districts or neighborhood conservation overlay ("NC-1") districts. Also eligible are properties that are listed on the National Register of Historic Places or eligible for listing on the National Register of Historic Places within the City limits of Knoxville. Proposers must provide evidence to support the historic qualification of the structure. (See "Appendix" section for maps of eligible historic districts.)

**Eligible Properties** Both residential and commercial **buildings** located within H-1 or NC-1 overlay districts and/or National Register listed or eligible for listing as described above within the Knoxville city limits are eligible for funding consideration. Note that the designation of "buildings" is intended to mean a structure consisting of walls and a roof used as a dwelling or a place of public accommodation and does not include fences, sidewalks/steps, driveways or parking areas, landscaping, hardscaping, or any other structure that is non-occupiable by design, use, or practice. "Commercial property" is defined for the purposes of this solicitation to be property that generates, or is intended to generate, income. Commercial properties may include some multi-family dwellings, but the primary use of the building generates income for the owner.

**For owner-occupied buildings (including single family homes) that are exclusively or primarily residential**, repayment of the loan funds, in full, will be required at the end of construction. This funding will be structured as a zero interest loan, payable upon completion of the funded work (see "Repayment of Loans" below).

**For commercial buildings, including those with residential rental units**, the scope of work approved for funding with the City Historic Preservation Fund must be matched by the owner with at least a 35% **cash** contribution, such contribution to fund the same items contained in the scope of work. For example, if the City funds \$50,000 in exterior improvements to a building, the owner will be required to provide a minimum of \$17,500 of its own funds (35% of \$50,000) in addition to the City funds for a total of \$67,500 in exterior improvements to the building.

Note that non-monetary, in-kind contributions cannot count toward the 35% match. Donated labor or professional services (such as architectural work) will not be assigned a monetary value.



Preference will be given to projects that propose work that is essential to maintaining/restoring the building's exterior/structure as opposed to interior improvements.

Mixed Funding Sources The City may be the proposed project's sole funding source, but other funding sources may be used in addition to City funding. In evaluating a proposed project for award, the City will review how much of the project's total cost will be funded by the City and how much will come from other sources. Proposals will be evaluated for cost reasonableness and demonstrate that City funds are needed for the project to be completed. Proposals utilizing other funding sources in conjunction with City funds may receive higher scores.

**Detailed, Well-Conceived Plan** Proposed improvement projects must be well thought out, with demonstrable pre-planning. The more complex the project, the more detailed the proposal must be. See Paragraph 7.4 below for information that must be included with the proposal.

**Professional Services** Projects anticipated to cost \$25,000 or more must have drawings stamped by an architect or engineer licensed to do business in the state of Tennessee. Copies of drawings should be included with the proposal if they are available.

Repayment of Loans Commercial building proposals that propose to re-pay the City funding at the end of construction will receive preferred consideration. Commercial building proposals that propose sale of the property at the end of construction may be required to repay the City. Additionally, proposers who intend to occupy the property at the end of construction may be required to repay the City.

**Owner-occupied building proposals that are exclusively or primarily residential will be required to repay all loan funds in full at the end of construction to be eligible for consideration.**

**PROPOSALS MUST INCLUDE A REPAYMENT SCHEDULE, WITH PAYMENT IN FULL SCHEDULED NO LATER THAN SIX (6) MONTHS FROM THE COMPLETION/FINAL PAYOUT OF THE PROJECT.**

Subject to Historic Zoning Commission Review The Historic Zoning Commission ("HZC") is appointed by the City Mayor and confirmed by City Council; it is responsible for reviewing applications to alter, demolish, or move properties protected by historic overlay and for reviewing proposed new construction in historic districts. The City will require HZC review and approval of applicable projects before dispersal of funds. More information about the HZC's responsibilities and the H-1 overlay designation may be found at: <http://archive.knoxmpc.org/zoning/brochures/h1.pdf>.

Evidence of Homeowner's /Building Owner's Insurance Evidence of insurance is not required with the proposal. However, evidence of insurance will be required before any award is made.

Evidence of Contractor(s) Insurance and Licensure Evidence of contractor(s) insurance and



appropriate licensure is not required with the proposal. However, evidence of insurance and appropriate licensure will be required before any award is made.

Changes to the Project The City, in making its awards, will give consideration to the proposed project only. Any changes to the project, either before or after award, may not be made without written approval by the City of Knoxville; otherwise, the City reserves the right to withdraw its commitment. The City reserves the right to partially fund projects, which may require some revision to the proposed scope of work. Any such changes must be approved in writing by the City. **NO MATERIAL CHANGES TO THE PROJECT WORK WILL BE APPROVED AFTER CONTRACT EXECUTION.**

## **VI. CONTRACT REQUIREMENTS**

Submitting entities, if selected, must be willing to sign a contract with the City which will include certain provisions, among which are the following:

6.1 The contract shall consist of (1) the RFP; (2) the proposal submitted by the Owner to this RFP; and (3) the contract. In the event of a discrepancy between the contract, the RFP and the submitted proposal, the contract will prevail.

6.2 The contract will be administered by the City of Knoxville Department of Community Development.

6.3 Invoices for work completed will be submitted to the City in accordance with the contract terms and will be paid on a reimbursable basis.

6.4 The relationship of Owner to the City will be that of independent contractor. The contractor will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants and subcontractors done during the performance of the contract. All services performed by the contractor shall be provided in an independent contractor capacity and not in the capacity of officers, agents, or employees of the City.

6.5 The Owner shall not assign or transfer any interest in this contract without prior written consent of the City of Knoxville.

6.6 The successful proposer will be required to sign a contract with the City which contains the following indemnification clause. This indemnification clause will not be altered in any way. Failure to agree with this indemnification clause in the contract may result in the City moving to the next responsible responsive proposer.

Owner shall defend, indemnify and hold harmless the City, its officers, employees and agents from any and all liabilities which may accrue against the City, its officers, employees and agents or any third party for any and all lawsuits, claims, demands, losses or damages alleged to have arisen from an act or omission of Owner in performance of this Agreement or from Owner's failure to perform this Agreement using ordinary care and skill, except where such injury, damage, or loss was caused



by the sole negligence of the City, its agents or employees.

Owner shall save, indemnify and hold the City harmless from the cost of the defense of any claim, demand, suit or cause of action made or brought against the City alleging liability referenced above, including, but not limited to, costs, fees, attorney fees, and other expenses of any kind whatsoever arising in connection with the defense of the City; and Owner shall assume and take over the defense of the City in any such claim, demand, suit, or cause of action upon written notice and demand for same by the City. Owner will have the right to defend the City with counsel of its choice that is satisfactory to the City, and the City will provide reasonable cooperation in the defense as Owner may request. Owner will not consent to the entry of any judgment or enter into any settlement with respect to an indemnified claim without the prior written consent of the City, such consent not to be unreasonably withheld or delayed. The City shall have the right to participate in the defense against the indemnified claims with counsel of its choice at its own expense.

Owner shall save, indemnify and hold City harmless and pay judgments that shall be rendered in any such actions, suits, claims or demands against City alleging liability referenced above.

The indemnification and hold harmless provisions of this Agreement shall survive termination of the Agreement.

6.7 The City may terminate this Agreement at any time, with or without cause, by written notice of termination to the Owner.

If the City terminates this Agreement, and such termination is not a result of a default by the Owner, the Owner shall be entitled to receive as its sole and exclusive remedy the following amounts from the City, and the City shall have no further or other obligations to the Owner: the amount due to the Owner for work executed through the date of termination, not including any future fees, profits, or other compensation or payments which the Owner would have been entitled to receive if this Agreement had not been terminated.

The City may, by written notice of default to the Owner, terminate the whole or any part of this Agreement if the Owner fails to perform any provisions of this Agreement and does not cure such failure within a period of ten (10) days (or such longer period as the Purchasing Agent may authorize in writing) after receipt of said notice from the Purchasing Agent specifying such failure. If this Agreement is terminated in whole or in part for default, the City may procure, upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those terminated.

6.8 Insurance Requirements for Owner-owned Commercial and Residential Property  
Proposers should note that the following requirements include City required coverages for both the property owner and the contractor hired to undertake the project work:

- Insurance Requirements for Owner-owned Residential Property (Property which is not used to generate income for the Owner) and for which the loan is less than \$1,000 The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$100,000



and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$500,000 per occurrence.

- Insurance Requirements for Owner-owned Residential Property for which the loan is more \$1,000 or more The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$200,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- Insurance Requirements for Owner-owned Commercial Property (Property which is used to generate income for the Owner) The loan applicant must provide with the loan proposal evidence of property insurance of at least 90% of the property value and homeowners' liability coverage of at least \$500,000 and must maintain this insurance until the later of the completion of the rehabilitation project for which the loan was provided or repayment of any loaned funds. The applicant must agree to only use contractors who are licensed and bonded for the work performed and to require that such contractors maintain automobile insurance and general liability insurance which includes completed products liability with limits for both automobile and general liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.

6.9 Contractors Performing Work for Owner All project work shall be performed by qualified contractors in accordance with industry standards, local codes, ordinances, permit, and inspection requirements. In addition, all construction must conform to all Infill Design Guidelines as developed by the Knoxville-Knox County Metropolitan Planning Commission, the City's Neighborhood Housing Standards, and all applicable City housing and building codes and zoning requirements. For property listed on, or eligible for, the National Register of Historic Places, all work must comply with the Secretary of the Interior's Standards for rehabilitation of Historic Properties. If the Property is a contributing property within a potential Historic District, a National Register District, a Redevelopment Area, or an H-1 Historical Zoning Overlay, then all rehabilitation work, new construction or other alterations shall conform to the specific area requirements.

Contractors hired to undertake work on behalf of the Owner must be licensed professionals as required by the state of Tennessee, see T.C.A. Sections 62-2-101, *et. seq.*, for any services in this contract requiring such licensure. Before a contract is signed by the City, the Owner **must** provide the City with: 1) evidence of contractor(s) licensure in the appropriate contractor category or categories; 2) evidence of contractor(s) required insurance coverage; and 3) a copy of contractor(s)



valid business license **or** with an affidavit explaining why it is exempt from the business licensure requirements of the city or county in which it is headquartered.

Rehabilitation projects undertaken on buildings that contain asbestos will require asbestos abatement or containment where the asbestos will be disturbed. Any such abatement or containment work shall be done by trained and certified asbestos workers and supervisor(s) through a professional, certified, and licensed company specializing in asbestos removal. Contractor will be required to provide proof of proper certifications, licensures, and permitting to the City of Knoxville prior to the commencement of any work under this contract.

Rehabilitation projects undertaken on buildings constructed prior to 1978 may require lead remediation. Any additional costs to meet lead based paint requirements may be offset with a loan. Contractors hired to undertake such work shall treat all applicable surfaces (interior and exterior) in full compliance with the lead base paint regulations found in "EPA Renovation, Repair and Painting Rule found at 40 CFR (Code of Federal Regulations) § 745."

6.10 Applicable Building Codes and Standards All project work shall also be performed in accordance with the Standard Building, Plumbing, Gas, and Mechanical Codes and the National Electrical Code, regardless of whether specific reference is made to these codes in the work write-up. The Rehabilitation Specifications and Design Standards establish the standards to be followed in executing this Agreement relative to materials brands, methods of installation, and workmanship. All project work carried out under this Agreement shall be of first quality and performed in a workmanlike manner. All materials shall be new, in good condition, and consistent with the Rehabilitation Specifications and Design Standards. Provisions shall be made as necessary for substitutions of materials of equal quality. In those cases where the work write-up and the Rehabilitation Specifications and Design Standards conflict, the work write-up shall take precedence, and the material and workmanship prescribed by the work write-up shall be required.

6.11 Agreement between Owner and Contractor(s) Hired to Perform Project Work The Owner and the Contractor(s) selected by the Owner to perform the project work will be required to enter into a separate Agreement Between Owner and Contractor to establish the relationship between the parties and the obligations imposed on each.

This agreement will contain the following indemnification clauses:

- The Owner and the Contractor agree to indemnify and hold harmless the City of Knoxville from liability resulting from any damage, injury, cost, or loss to persons or property arising from the execution of this Agreement.
- The Contractor shall indemnify and hold the Owner harmless from all claims growing out of the lawful demands of all subcontractors, laborers, suppliers, workers, mechanics, material men, and furnishers of machinery and parts thereof incurred in the performance of the work. The Contractor shall be held responsible for failure to adhere to and comply with all local laws controlling in any way the actions of those engaged upon the work, or affecting materials, transportation, or disposition of same. The Contractor shall assume all liability for and indemnify and defend the Owner from any damages, claims, losses, costs,



and actions that may arise from personal injuries or property damages sustained by mechanics, laborers, or other persons by reason of accidents or otherwise occurring through neglect or carelessness of the Contractor. The Contractor shall hold harmless and defend the Owner from liabilities, claims, judgments, costs, and expenses that may, in any manner, arise against the Owner in consequence of the granting of this Agreement.

#### 6.12 Loan Structure

Owners of owner-occupant buildings will be provided direct payment loans that will not be forgivable and will require full repayment of all funding provided through the City Historic Preservation Fund upon completion of approved construction.

Owners of commercial buildings will be provided deferred payment loans by the City that will be forgivable upon completion of the project and compliance with all terms, covenants, and obligations contained in the loan documents. For approved projects where Owner will reimburse the City for all or part of the provided funds, the reimbursable portion of the funds will be provided through a direct payment loan that will not be forgivable. Owners of commercial buildings will be required to match the funding provided through the City Historic Preservation Fund with 35% cash contributions by the owner.

No Owners may request disbursement of funds until the funds are needed for payment of an eligible development cost. The amount of each request may not exceed the amount needed for actual, eligible, and reasonable expenses incurred.

All funds loaned will be evidenced by a Promissory Note executed by Owner and secured by a Deed of Trust on the Property, of the same date, and duly recorded in the Register's Office for Knox County, Tennessee. By submitting a proposal pursuant to this RFP, Owner represents that the Owner possesses at least a portion of the applicable building that is (1) capable of being encumbered by a Deed of Trust signed only by the Owner, and (2) of fair market value equal to or greater than the amount of funds loaned by the City (e.g., common areas and/or structural components of a condominium building). The Owner's inability to sufficiently encumber the building with a Deed of Trust as required by this RFP may render the Owner ineligible to receive funding through this program. Owner agrees that the City will have the right to cancel or terminate the loan, at any time, and that the full amount of any monies included in the loan that have been advanced to Owner by the City will be due and payable by the Owner to the City on demand if the Owner breaches any of the terms, covenants, and obligations contained in the Promissory Note, Deed of Trust, or any other agreement between the Owner and the City.

Note Regarding Homeowners' Associations (HOAs): In the case of an HOA, the loan would be secured by the common areas and not by individual units. The applicant will need, therefore, to clearly state in the proposal exact what part or parts of the building will secure the City's funds. The deed of trust and promissory note will be based on that information.

6.13 Schedule for Completion The Owner agrees to complete the rehabilitation and/or construction of the structure located on the Property within 180 days, with any extension of time provided at the sole discretion of the City. The Owner will begin the work necessary to rehabilitate the structure located on the Property promptly upon execution of the Program Agreement with the



City. All work shall comply with all applicable City of Knoxville codes, inspection and permitting rules, approved plans and specifications, and the applicable Infill Housing Guidelines for the proposed work.

6.14 Lender Commitment The Owner agrees to obtain a written commitment from any and all lenders for all necessary financing for the rehabilitation and/or construction described in the proposal within 60 days from the date the City accepts the proposal for funding. Borrower will provide, or cause to be provided, to the City supportive documents from the lender(s) fully disclosing the financing terms. Any accepted proposal is subject to cancellation by the City if the Owner fails to complete this obligation.

6.15 Property Security and Maintenance During the period beginning upon the City's acceptance of the proposal for funding and continuing to the date the City issues a notice of completion of the rehabilitation, the Lendee agrees to secure and maintain the Property.

6.16 Inspections by the City The Owner will permit inspections at reasonable times by the Department's staff and designated agents to determine compliance with the terms of this Agreement.

6.17 Ethical Standards Attention of all firms is directed to the following provisions contained in the Code of the City of Knoxville: Chapter 24, Article II, Section 24-33 entitled "Debts owed by persons receiving payments other than Salary;" Chapter 2, Article VIII, Division 11. the Contractor hereby takes notice of and affirms that it is not in violation of, or has not participated, and will not participate, in the violation of any of the following ethical standards prescribed by the Knoxville City Code:

A. Section 2-1048. Conflict of Interest.

It shall be unlawful for any employee of the city to participate, directly or indirectly, through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing or otherwise, in any proceeding or application, request for ruling or other determination, claim or controversy or other matter pertaining to any contract or subcontract and any solicitation or proposal therefore, where to the employee's knowledge there is a financial interest possessed by:

- (1) the employee or the employee's immediate family;
- (2) A business other than a public agency in which the employee or member of the employee's immediate family serves as an officer, director, trustee, partner or employee; or
- (3) Any person or business with whom the employee or a member of the employee's immediate family is negotiating or has an arrangement concerning prospective employment.

B. Section 2-1049. Receipt of Benefits from City Contracts by Council Members, Employees and Officers of the City.

It shall be unlawful for any member of council, member of the board of education, officer or employee of the city to have or hold any interest in the profits or emoluments of any contract, job, work or service, either by himself or by another, directly or indirectly. Any



such contract for a job, work or service for the city in which any member of council, member of the board of education, officer or employee has or holds any such interest is void.

C. Section 2-1050. Gratuities and Kickbacks Prohibited.

It is unlawful for any person to offer, give or agree to give to any person, while a city employee, or for any person, while a city employee, to solicit, demand, accept or agree to accept from another person, anything of a pecuniary value for or because of:

- (1) An official action taken, or to be taken, or which could be taken;
- (2) A legal duty performed, or to be performed, or which could be performed; or
- (3) A legal duty violated, or to be violated, or which could be violated by such person while a city employee.

Anything of nominal value shall be presumed not to constitute a gratuity under this section.

Kickbacks. It is unlawful for any payment, gratuity, or benefit to be made by or on behalf of a subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

D. Section 2-1051. Covenant Relating to Contingent Fees.

(a) Representation of Contractor. Every person, before being awarded a contract in excess of ten thousand dollars (\$10,000.00) with the city, shall represent that no other person has been retained to solicit or secure the contract with the city upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling agencies maintained by the person so representing for the purpose of securing business.

(b) Intentional Violation Unlawful. The intentional violation of the representation specified in subsection (a) of this section is unlawful.

E. Section 2-1052. Restrictions on Employment of Present and Former City Employees.

Contemporaneous employment prohibited. It shall be unlawful for any city employee to become or be, while such employee, an employee of any party contracting with the particular department or agency in which the person is employed.

For violations of the ethical standards outlined in the Knoxville City Code, the City has the following remedies:

- (1) Oral or written warnings or reprimands;
- (2) Cancellation of transactions; and
- (3) Suspension or debarment from being a Contractor or subcontractor under city or city-funded contracts.

The value of anything transferred in violation of these ethical standards shall be recoverable by the City from such person. All procedures under this section shall be in accord with due process requirements, included but not limited to a right to notice and hearing prior to



imposition of any cancellation, suspension or debarment from being a Contractor or subcontractor under a city contract.

6.19 Non-Discrimination Firms must comply with the President's Executive Order No. 11246 and 11375 which prohibit discrimination in employment regarding race, color, religion, sex or national origin. Firms must also comply with Title VI of the Civil Rights Act of 1964, Copeland Anti-Kick Back Act, the Contract Work Hours and Safety Standards Act, Section 402 of the Vietnam Veterans Adjustment Act of 1974, Section 503 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, all of which are herein incorporated by reference.

6.20 Inclusion of Minority Firms or Individuals Proposers shall give consideration to the inclusion of minority firms or individuals in this project, and shall advise the City in this proposal of their efforts to do so.

6.21 Use of Environmentally Suitable Practices Proposers shall give consideration to the use of environmentally sustainable best practices, and shall advise the City in their proposal of their efforts to do so.

6.22 Each submitting entity is responsible for full compliance with all laws, rules and regulations which may be applicable.

6.23 The City's performance and obligation to pay under this contract is subject to funding contingent upon an annual appropriation.

6.24 This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Tennessee and its conflict of laws provisions. Venue for any action arising between the City and the Owner from the Agreement shall lie in Knox County, Tennessee.

6.25 Owner shall not enter into a subcontract for any of the services performed under this Agreement without obtaining the prior written approval of the City.

6.26 This Agreement may be modified only by a written amendment or addendum that has been executed and approved by the appropriate officials shown on the signature page of the Agreement.

6.27 The captions appearing in the Agreement are for convenience only and are not a part of the Agreement; they do not in any way limit or amplify the provisions of the Agreement.

6.28 If any provision of the Agreement is determined to be unenforceable or invalid, such determination shall not affect the validity of the other provisions contained in the Agreement. Failure to enforce any provision of the Agreement does not affect the rights of the parties to enforce such provision in another circumstance, nor does it affect the rights of the parties to enforce any other provision of this Agreement at any time.

6.29 The services to be performed by the Owner pursuant to the Agreement with the City are intended solely for the benefit of the City, and no benefit is conferred hereby, nor is any



contractual relationship established herewith, upon or with any person or entity not a party to the Agreement. No such person or entity shall be entitled to rely on the Owner's performance of its services hereunder, and no right to assert a claim against the City or the Owner, its officers, employees, agents, or contractors shall accrue to the Owner or to any subcontractors, independently retained professional consultant, supplier, fabricator, manufacturer, lender, tenant, insurer, surety, or any other third party as a result of this Agreement or the performance or non-performance of the Owner's work hereunder.

6.30 Parties explicitly agree that they have not relied upon any earlier or outside representations other than what has been included in the Agreement. Furthermore, neither party has been induced to enter into this Agreement by anything other than the specific written terms set forth herein.

6.31 Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times shall be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.32 The City of Knoxville is an EE/AA/Title VI/Section 504/ADA/ADEA Employer.

## **VII. INSTRUCTIONS TO PROPOSERS**

All submissions of proposals shall comply with the following instructions. These instructions ensure that (1) submissions contain the information and documents required by the City RFP and (2) the submissions have a degree of uniformity to facilitate evaluation.

### **7.1 General**

Submission forms and RFP documentation may be obtained on or after September 13, 2017, at no charge from:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, Tennessee 37902



between 8:30 a.m. and 4:30 p.m. (Eastern Time), Monday through Friday or by calling 865/215-2070. Forms and RFP information are also available on the City web site at [www.knoxvilletn.gov/purchasing](http://www.knoxvilletn.gov/purchasing) where it can be read or printed using Adobe Acrobat Reader software.

## 7.2 Submission Information

**IMPORTANT NOTICE: The City of Knoxville receives many submissions for a number of different procurements. If your submission arrives without the proper labeling, we may not know what it's for or when it should be opened. Unlabeled mailing envelopes or mailing cartons may be rejected. Make sure that the outside mailing envelope or mailing carton is clearly labeled, "Improvements to Historic Buildings."**

Proposals shall include seven (7) hard copies (one original and 6 duplicates—**mark the original as such**) and one electronic copy of the proposal (either CD or flash/thumb drive—**mark the storage device with the company name**); the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract.

The signature must be entered above the typed or printed name and title of the signer. All proposals must be signed by an owner of record or an officer of the company authorized to bind the firm to a contract.

Proposals will be received until 11:00:00 a.m. (Eastern Time) on **November 13, 2017**. Each proposal must be submitted in a sealed envelope addressed to:

City of Knoxville Purchasing Division  
City/County Building  
400 Main Street, Room 667  
Knoxville, TN 37902

**Each mailing envelope or carton containing a proposal or multiple copies of the proposal must be sealed and plainly marked on the outside "Improvements to Historic Buildings."**

Any proposals received after the time and date on the cover sheet will not be considered. It shall be the sole responsibility of the submitting entity to have the proposal delivered to the City of Knoxville Purchasing Division on or before that date.

Late proposals will not be considered. Proposals that arrive late due to the fault of United States Postal Service, United Parcel Service, DHL, FEDEX, any delivery/courier service, or any other carrier of any sort are still considered late and shall not be accepted by the City. Such proposals shall remain unopened and will be returned to the submitting entity upon request.

## 7.3 Format of Submission

The City is committed to reducing waste. Submissions must be typed on 8.5 x 11 inch wide white paper, printed on both sides; project drawings are exempt from this restriction. DO NOT BIND the document; instead, staple or binder clip the submission together and place in a sealed envelope (see Paragraph 7.2). Pages must be consecutively numbered. A table of contents must



be included in the proposal immediately after the title page, and each of the following numbered sections must be tabbed.

Proposals shall be structured as follows.

1. Title Page
2. Table of Contents
3. Submission Forms:
  - A) Form S-1
  - B) Non-Collusion Affidavit
  - C) Diversity Business Enterprise Program form
4. Body of Proposal: See Paragraph 7.4 below

#### 7.4 Items to Include in Body of Proposal

The more complex the project, the more detail will be required. Tell us, in detail, what your project will consist of and who you anticipate will undertake the work. For projects where the City will only fund a portion of the work, the proposal should indicate how the un-funded portion of the work will be paid for/financed. Smaller projects will probably not need a tab for each of the following categories, but larger project undoubtedly will.

Tab 1: Project Description and Evidence of Pre-Planning Start by telling us why you need to undertake the proposed improvement project. Then show us that you have thought through the project from start to finish with demonstrable pre-planning (in other words, tell us about any appraisals, architectural/engineering plans, environmental reviews, financing packages, etc., that you have already undertaken and **show us the associated paperwork**). The City **MUST** see written evidence of such pre-planning.

Tab 2: Cost Estimates and Project Timetable Proposals must contain cost estimates or quotes for the proposed project. These must be provided by licensed businesses and/or contractors, usually in the form of a written quotation for the work to be performed. Estimates/quotes must contain the detailed written descriptions and/or drawings of the work to be performed for that cost, and must state a reasonable period of time that it will take to complete the quoted project. Proposals should include a list of all sources of funding and amounts for each source and how the funds will be used during the project. Proposals must demonstrate the need for City funding in order to fill a gap so that the project can be completed. For commercial projects, an operating pro-forma should be provided in the submission.

Tab 3: Design Suitability/Benefits of the Project Proposals must **specifically state** how the proposed improvement project will improve or stabilize the building's long-term life, benefit the neighborhood's overall appearance, and/or enhance local property values. Commercial building projects must communicate the type of business, potential for job creation, and/or how the business will benefit the community.

#### 7.5 Evaluation of Proposals

All submissions received by the deadline will be analyzed by the Evaluation Committee



according to the criteria outlined in these specifications. Failure to comply with the provisions of the RFP may cause any proposal to be ineligible for evaluation. Each submittal of proposals will be initially analyzed and judged according to the evaluation criteria below. The maximum score is 100 points.

Firms and/or teams responding to this Request for Proposals shall be available for interviews with the Evaluation Committee. Discussions may be conducted with responsible submitting entities for purposes of clarification to assure full understanding of and conformance to the RFP requirements. Selection shall be based in part on the nature of the services to be performed per this request for proposals. Determination of the proposed project's suitability shall be based on the written response to this Request for Proposals and information presented to the Evaluation Committee during oral interviews, if requested.

In addition to materials provided in the written responses to this Request for Proposals, the Committee may request additional material, information, or references from the submitting entity or others.

Provided it is in the best interest of the City of Knoxville, the firm or team determined to be the most responsive to the City of Knoxville, taking into consideration the evaluation factors set forth in this Request for Proposals, will be selected to begin contract negotiations. The firm or team selected will be notified at the earliest practical date and invited to submit more comprehensive information if necessary. If no satisfactory agreement can be reached with the "most responsive firm," the City may elect to negotiate with the next best and most responsive firm or team.

## **VIII. EVALUATION CRITERIA**

**In an effort to make the most widespread usage as possible of the City \$500,000 program funds, the City intends to make multiple awards. In evaluating an improvement project's merits, several aspects of the project will be reviewed, evaluated, and scored by an Evaluation Committee. Those criteria for evaluation are listed below.**

An evaluation team, composed of representatives of the City and other qualified persons, will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the City will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below. The criteria upon which the evaluation of the proposals will be based, and their associated point count out of 100 total points, include, but are not limited to, the following:

Project's Cost and Financial Feasibility (30 points) – Costs have been researched or quotes/estimates have been provided by licensed businesses/contractors. All project funding sources and amounts are provided with uses identified. Proposal clearly demonstrates that City funds are needed in order to complete the project. Where appropriate, operating pro-formas are provided indicating that the project is feasible.

Project Objectives/Community Benefit (25 points) – Some projects will promote a direct benefit



to the community, which others may be less obvious but equally important to long-term community improvement and stability.

Project Readiness (25 points) – Project is well planned, with a clearly articulated scope of the work to be performed along with reasonable associated costs. Proposal describes the overall project and explains how the proposed project fits into a larger rehabilitation project, where appropriate. Preference will be given to projects that propose work that is essential to maintaining/restoring the building exterior/structure, as opposed to interior improvements

Loan Repayment (20 points) – At the end of the project, repayment of all or part of the funds for improvement of a commercial building is proposed.



## **Submission Forms**



# CITY OF KNOXVILLE REQUEST FOR PROPOSALS

## Funding for Improvements to Historic Buildings

### Submission Form S-1

Proposals to be Received by 11:00:00 a.m., Eastern Time, November 13, 2017,  
in Room 667-674, City/County Building, Knoxville, Tennessee.

**IMPORTANT:** Proposers shall include seven (7) hard copies (one original and 6 duplicates), as well as one electronic (.pdf format) copy of their submission; the electronic version shall be an exact duplicate of the original, and the electronic version will be the official document exhibited in the contract. **IMPORTANT NOTE:** A minimum of one of the submitted proposals must bear an original signature, signed in ink (duplicated signatures substituted for original ink signatures may result in rejection of the proposals). This document is the official, original submission; the required copies may have copied signatures.

Please complete the following:

Legal Name of Proposer: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name and Title of Signer \_\_\_\_\_

\_\_\_\_\_

**Note:** Failure to use these response sheets may disqualify your submission.



## NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) He/She is the \_\_\_\_\_ of \_\_\_\_\_, the firm that has submitted the attached Proposal;
- (2) He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said firm 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 vendor, firm or person to submit collusive or sham proposal in connection with the contract or agreement for which the attached Proposal has been submitted or to refrain from making a proposal in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Knoxville or any person interested in the proposed contract or agreement; and
- (5) The proposal of service outlined in the Proposal is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires \_\_\_\_\_



# DIVERSITY BUSINESS ENTERPRISE (DBE) PROGRAM

The City of Knoxville strongly encourages prime contractors to employ diverse businesses in the fulfillment of contracts/projects for the City of Knoxville.

The City of Knoxville's Fiscal Year 2017 goal is to conduct 3.33% of its business with minority-owned businesses, 9.21% of its business with woman-owned businesses, and 45.5% with small businesses.

While the City cannot engage (pursuant to state law) in preferential bidding practices, the City does **strongly encourage** prime contractors to seek out and hire diverse businesses in order to help the City meet its goals as stated above. As such, the City encourages prime contractors to seek out and consider competitive sub-bids and quotations from diverse businesses.

For DBE tracking purposes, the City requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following sub-contractor/ consultant statement.

## CITY OF KNOXVILLE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service-disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race;
- c. Native American, persons who have origin in any of the original peoples of North America ;
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.



Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.



**Subcontractor/Consultant Statement**  
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We \_\_\_\_\_ do certify that on the \_\_\_\_\_  
(Bidder/Proposer Company Name)  
\_\_\_\_\_  
(Project Name)

**Please select one:**

☐ **Option A: Intent to subcontract using Diverse Businesses**

A Diversity business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated **dollar value** of the amount that we plan to pay is:

\$ \_\_\_\_\_.  
(Estimated Amount of Subcontracted Service)

Diversity Business Enterprise Utilization			
Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

☐ **Option B: Intent to perform work “without” using Diverse Businesses**

We hereby certify that it is our intent to perform 100 % of the work required for the contract, work will be completed without subcontracting, or we plan to subcontract with non-Diverse companies.

DATE: \_\_\_\_\_ PROPOSER/COMPANY NAME: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_  
(Authorized Representative)

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

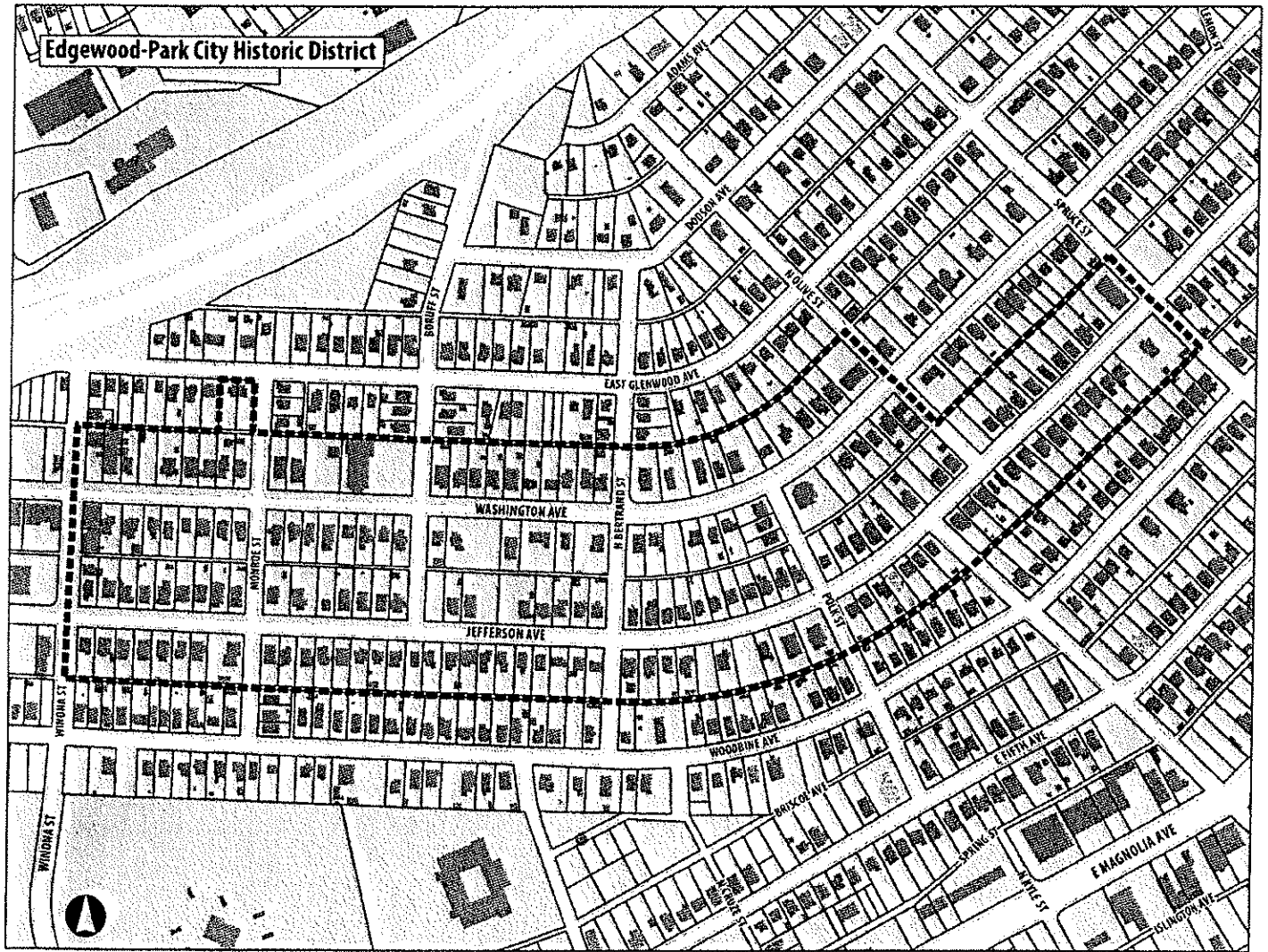
TELEPHONE NO: \_\_\_\_\_



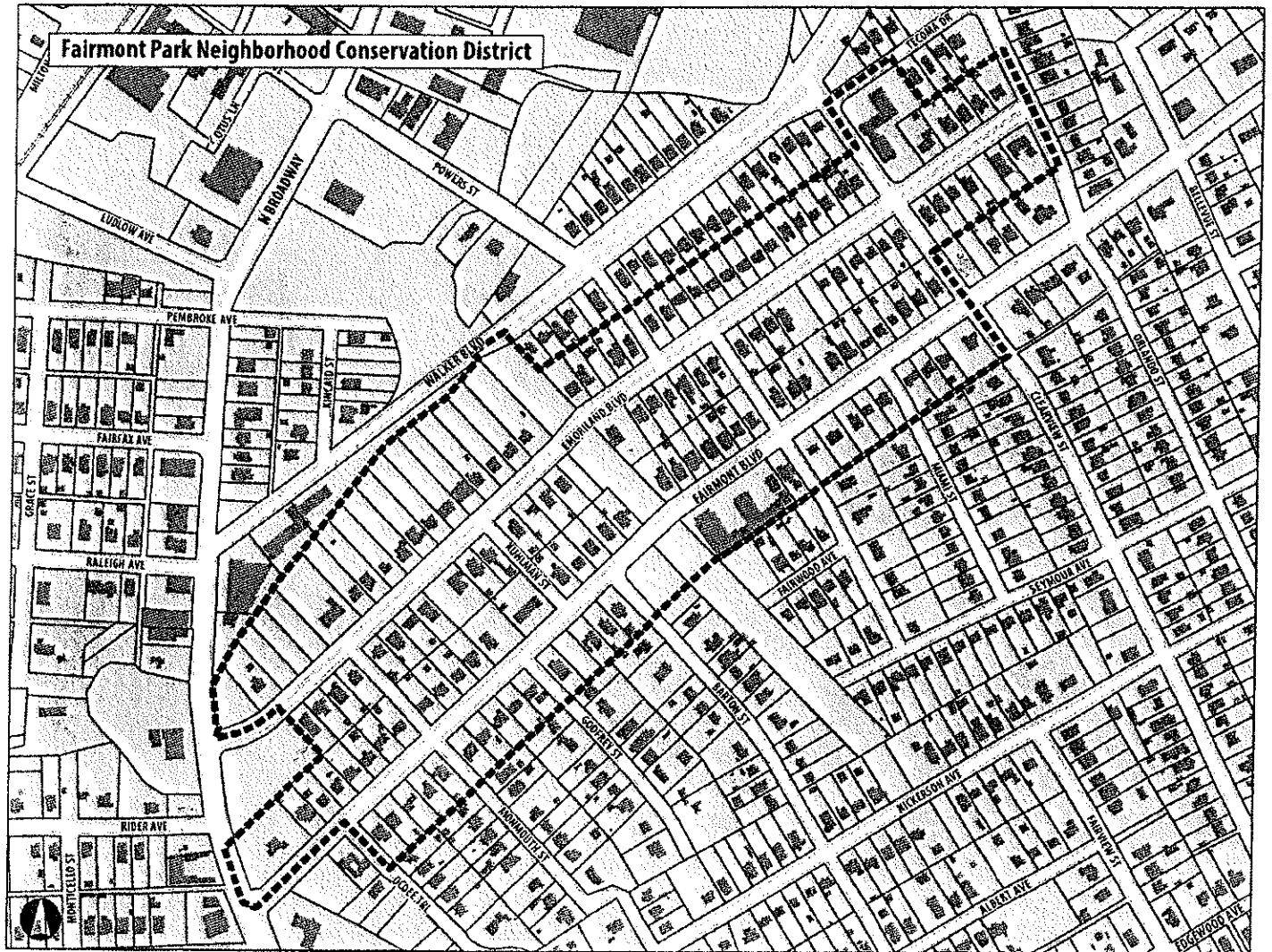
## **Appendix**

### Maps of Eligible Historic Districts

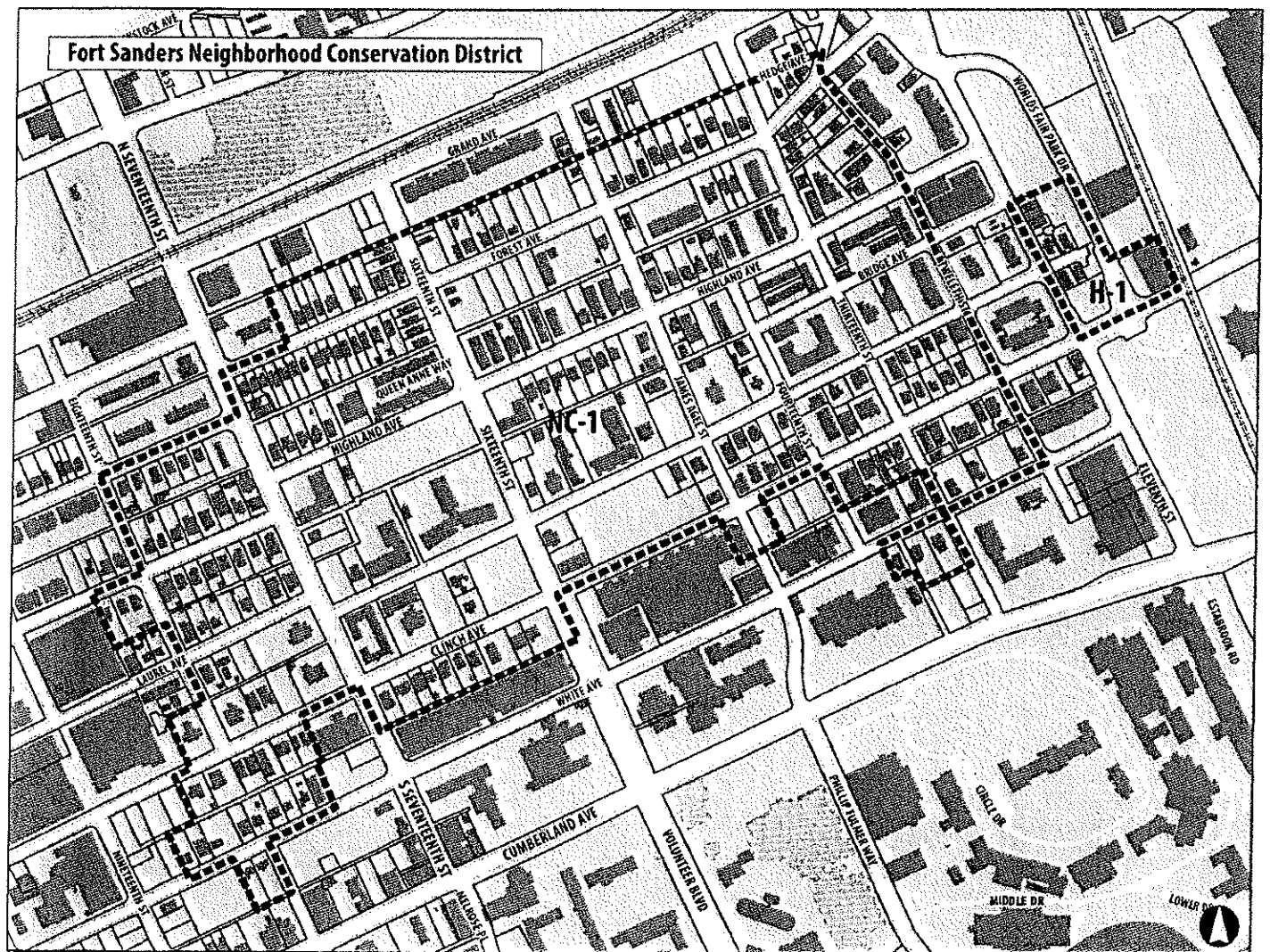




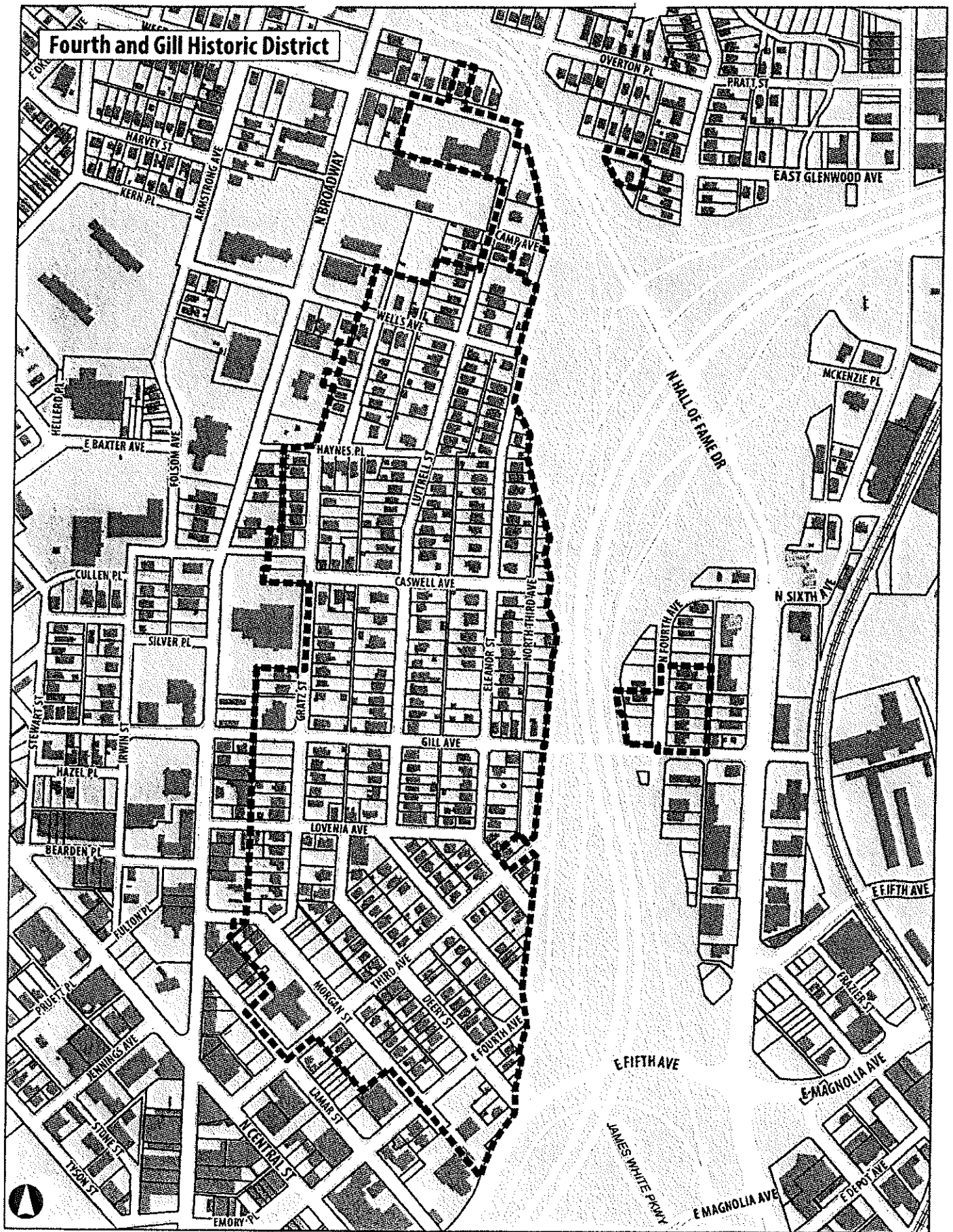














**Gobbler's Knob Neighborhood Conservation District**

