

Oakland Park

Response to RFP 011322
January 13th, 2022



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Cover Letter

Include an acknowledgment letter with a general introductory statement identifying the party responding to this Request for Proposal and their level of commitment to the Project. The letter shall be signed by an authorized signatory of the responding entity.

January 13, 2022

Re: Downtown Properties Redevelopment Project
Phase Two – Development Proposals from Pre-Qualified Firms
Attn: Kerri Anne Fisher – Purchasing Manager

Dear Downtown Properties Evaluation Committee:

Terra Acquisitions Florida, LLC and The Comras Company of Florida, Inc. (the “Developer” or “Proposer”) with Zyscovich Architects, together express a strong interest in developing a mixed-use urban core for the City of Oakland Park on the site outlined in RFP #011322 titled, “Downtown Properties Phase Two – Development Proposals from Pre-Qualified Firms” prepared by the City of Oakland Park. We believe that our combined expertise in developing retail, residential, office, and public space, makes us a uniquely qualified team to successfully envision and complete this project. With a combined history of over 90 years and a strong connection to the South Florida community, we understand that the most successful projects are completed in collaboration with government entities and the community. Our goal is to remain transparent throughout the development process and work closely with the city to build a project that shapes the future of Oakland Park.

As the Developer, we will utilize our best efforts to acquire Parcels A & B and incorporate them into the development. However, our proposed development can meet all of the City’s objectives even without Parcels A & B, and our proposal is not contingent on our ability to acquire Parcels A & B. Accordingly, our proposal includes two development programs: Option 1 (without Parcels A & B) and Option 2 (with Parcels A & B).

We look forward to working with the City of Oakland Park and the surrounding community to bring our collective vision to life.

Sincerely,

Terra Acquisitions Florida, LLC.



David Martin
CEO

PROPOSER

The Comras Company of Florida, Inc.



Michael A. Comras
President

PROPOSER

Zyscovich Architects



Bernard Zyscovich
CEO

LEAD ARCHITECT

Terra

Terra is an integrated development firm in South Florida focused on creating sustainable, design-oriented communities that enhance neighborhoods and bring people together. Founded in 2001 by father and son Pedro and David Martin and headquartered in Coconut Grove, the company has played a significant role in the prosperous transformation of the region. The firm's portfolio includes luxury high-rises, single family homes, townhouses, retail shopping centers, office space and multifamily apartments, both in urban and suburban areas. Each development is a strategic investment in the region, with the impact on individual communities always carefully considered. Terra's passion for South Florida goes well beyond business, with directors and staff alike taking an active role in charitable, civic, arts, and cultural organizations. A sampling of Terra projects includes Glass 120 Ocean, Mary Street, Eighty-Seven Park, Grove Central, Five Park and Doral Square.

The Comras Company

The Comras Company of Florida, Inc., based in Miami Beach since 1992 and led by President and CEO Michael Comras, is a leading boutique real estate firm with a long history of developing iconic destinations in greater Miami and Miami Beach, including Class A office buildings Lincoln Place (LNR / Starwood headquarters) and The Lincoln (former OnBoard Media headquarters) as part of a previous City of Miami Beach private / public RFP process. For its diverse roster of clients, the firm is known for providing tenant / agency leasing and asset sales, market analysis, site selection, planning, design and development services. A sampling of other notable Comras projects includes flagship Miami Beach locations for Apple, Target, Gap, Nike, and Sephora and the recently completed office & retail redevelopment of CocoWalk in Coconut Grove.

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CEO

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david@terragroup.com
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CONTACT:

Michael A. Comras
President and CEO

The Comras Company of
Florida, Inc.
1261 20th Street at West Avenue
Miami Beach, FL 33139

michael@comrascompany.com
(305) 532-0433

Zyscovich

Zyscovich is a multi-disciplinary firm whose professional staff is comprised of some of the most creative and innovative planners, urban designers, architects, and interior architects in the country. We approach urban planning and design projects by identifying opportunities to create a sense of place. We have termed this design philosophy Real Urbanism®, a concept that supports sustainable development by understanding how a city or place came to be and considers past and present development patterns, local needs for better communities, and economic obstacles and opportunities. Based on this philosophy, our team creates authentic environments specific to each community by providing design solutions for places with diverse populations, cultural amenities, and economic vitality.

Since the firm's inception in 1977, the goal has always been to establish a company that can provide high-value services for design-specific issues while placing social betterment at the core of everything we do. Zyscovich is composed by 125+ person staff distributed through our different offices: Headquarter located in downtown Miami with additional offices in Orlando, New York City, and Bogotá, Colombia.

From iconic urban planning and design projects like Brooklyn's DUMBO Heights, Midtown Miami, and Miami Beach's Convention Center Redevelopment District to the architectural design of new gateways such as passenger rail stations and multi modal hubs integrating TOD development, the Zyscovich approach to making People Places – positively impacting the lives of people with award-winning designs throughout the country and around the world.

CONTACT:

Bernard Zyscovich
Founder & CEO

Zyscovich
100 Biscayne Blvd. 27th Floor
Miami, FL 33132

Bernard@zyscovich.com
(305) 372-5222

Development Proposal

- 1. Site Plan
- 2. Development Concept
- 3. Schematic Design and Renderings
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 - a. Innovative Retail/Commercial Attraction Strategy
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- 5. Identification of Developer
Negotiating Team



B.1 Site Plan



This new Mixed-use Hub will transform the parcels located on the southeast corner of NE 12th Avenue and NE 38th Street, into a pedestrian-friendly, mixed-use community. Located in the heart of Downtown Oakland Park and in close proximity to the future transit stop, this development provides opportunities to the current and new residents and business owners.

The overall development is taking advantage of Parcel A which is a potential future acquisition. The plan comprises approximately 339 units, 43,300 SF of combined commercial offices including lifestyle retail space, food and beverage and flexible spaces for makerspace areas and office uses, and 6,100 SF for daycare uses. The development program provides a total of 752 parking spaces to accommodate the parking needs of the development as well as the parking requirements of the future transit stop.

The ground level is activated throughout the site with a variety of public open spaces, courtyards, and plazas activated by ground floor commercial uses. The commercial uses are bounded towards the west side of the site to extend the life of the main street into the project along NE 12th Avenue. A signature linear park is planned to act as the entry point to the Mixed-Use Hub, that will welcome visitors and residents arriving from the future transit stop across the development. On the east side of the development along 13th Avenue, a 3-story live/work development transitions the scale of the buildings to be in harmony with the single-family houses that abut the site.

Planned amenities provide quality of life benefits to all residents and the overall community by improving wellness (i.e. roof deck swimming pools); convenience (walkability to public transportation, retail, restaurant, and office), and social interaction (plazas, recreational areas, etc.).

The basketball court, tennis courts, playground, and pavilion that currently occupy part of the southern parcel are relocated to Greenleaf Park located on the southeast corner of NE 38th Street and NE 13th Avenue. Parcel B which is a potential future acquisition, is stabilized grass meant to serve as flexible field for both recreational uses, spill over parking for events, and temporary pavilions for farmers markets.

B.2. Development Concept



South Building



North Building

Project Description

The South building will provide 191 residential units and 15 live work units with a maximum of 6 stories that step down to 4 stories of residential units placed along 37th avenue and 3 stories along 13th Avenue. The ground floor uses facing the main community park and woonerf, provides 17,000 sf of lifestyle and food and beverage uses activating the life of the street. The area in the center of the block is the garage of the entire project which is completely screened from view by liners from the adjacent streets of the existing neighborhood. The parking garage will provide the public parking spaces of the station's program as well as the residential and commercial program needs. From a neighborhood point of view, the 3-story residential building facing 13th Avenue is lined with live/work units with landscaped front yard patios that recall the same type of scale and character as the residential houses across the street and in the surrounding environs. A neighborhood daycare program fronts the green open space on the corner of 38th Street and 13th Avenue celebrating the grand tree in the space.

As this building is completed, a new rooftop amenity will provide respite and greenery to all the residents to enjoy. This roof deck area is connected to a covered, open air lounge in the top corner of the project. This phase will complete the amenity package for the residents who will also have a rooftop pool and many other amenities, such as fitness/wellness, and other spaces throughout the project.

The North Building completes the composition of the Mixed-use development adding approx. 4,600 sf of flex/ retail and 8,800 sf of office space on the ground floor bring life and energy

to a new courtyard space on the east part of the parcel. An additional 12,800 sf of lifestyle retail and food and beverage space on the ground floor facing west. The 6-story building provides 133 residential units and steps down to 5 stories, providing a roof deck amenity for the residents of the project. The project further steps down to 1 story on the east side of the site. This component brings a total of 339 residential units included in the development. The necessary parking to serve its program is located across the street, in the South Building.

Public Spaces/TOD

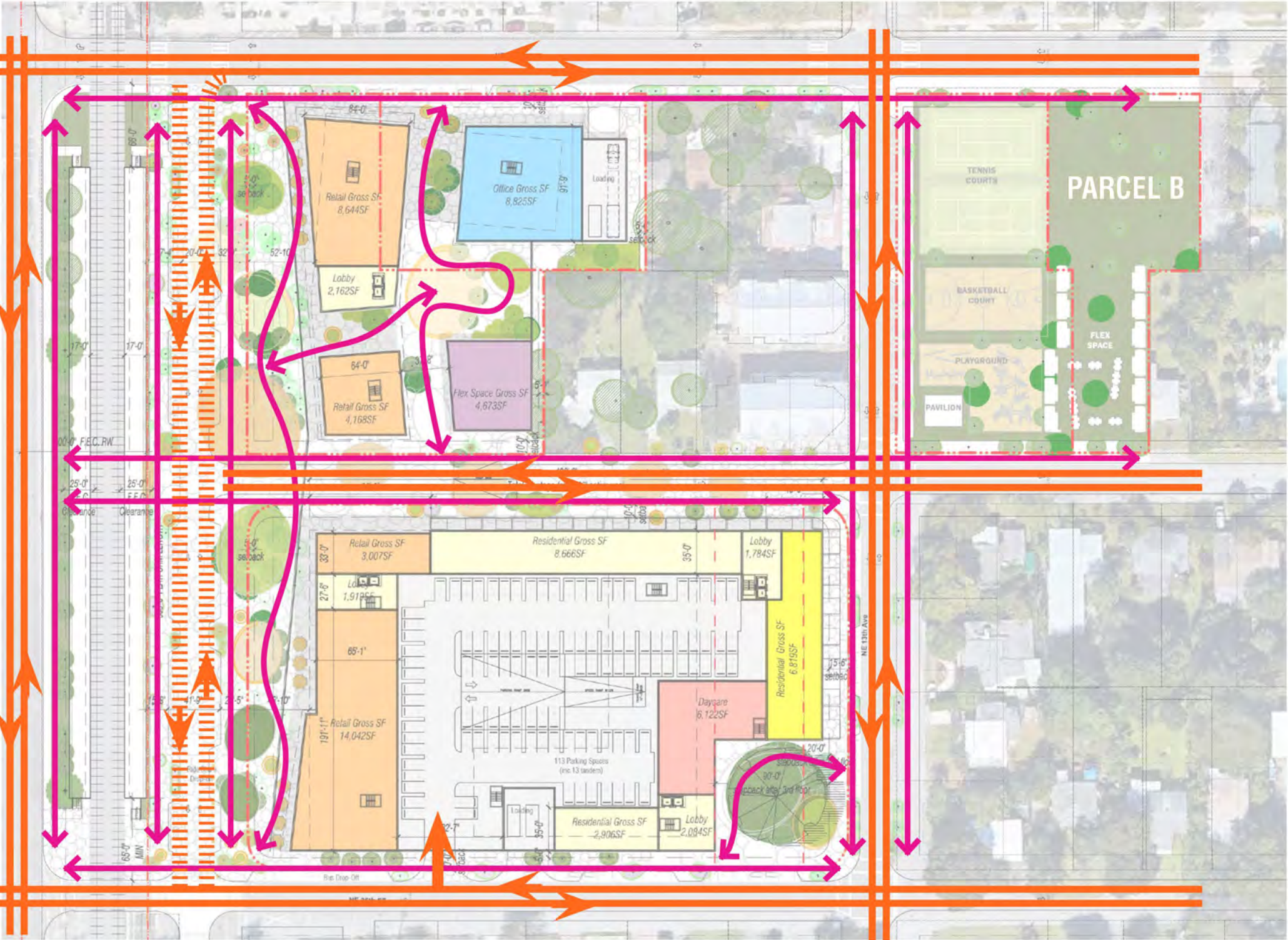
At the ground floor, the signature linear plaza /woonerf will include ground-level retail /flex uses, access to the residential lobby for both the North and the south buildings, landscape and hardscape improvements, that will energize the area around the station into a destination, serving residents and transit riders alike. 37th and 38th streets will accommodate transit drop off areas, a step away to the train station platform, located between 38th street and 37th street.

During Special events, the linear plaza/woonerf is designed to be closed off to traffic to host markets, and celebrate local artistic venues.

The ground level is activated throughout the site with a variety of public open spaces: courtyards, and plazas activated by ground floor commercial uses. The commercial uses will extend the life of main street into the project. On the east side of the development along 13th Avenue, a corner park is created to protect and feature the grand tree adding to the quality of open spaces provided in the development.

B.3. Schematic Design and Renderings

Circulation



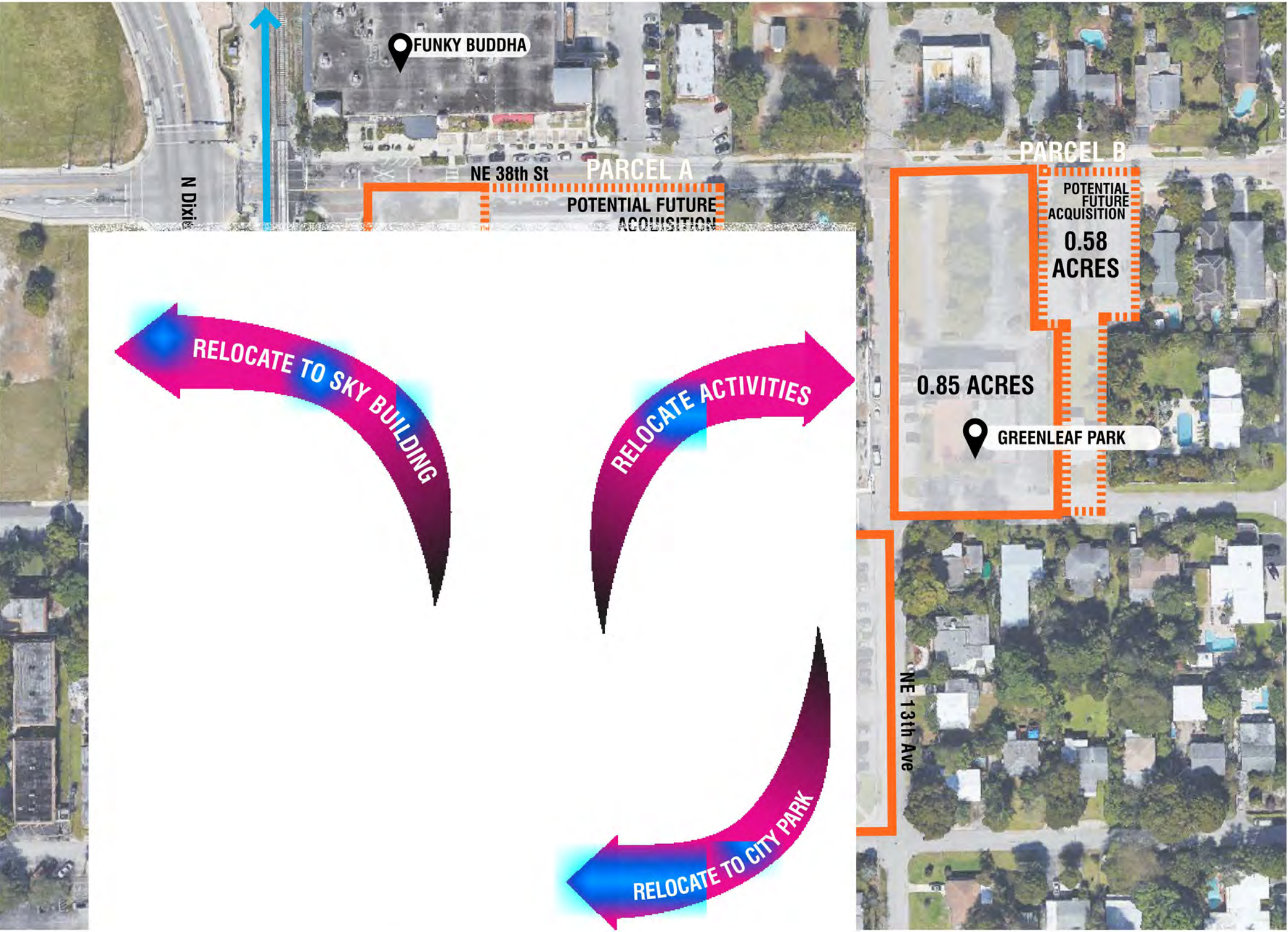
- Pedestrian
- Streets
- - - - - Woonerf

B.3. Schematic Design and Renderings
Site Information



This proposal demonstrates a mixed use project that can be successfully developed as a Base Case: Without the Acquisition of Parcels A&B (Option 1) and With the Acquisition of Parcels A & B (Option 2).

B.3. Schematic Design and Renderings
Existing Program Relocation

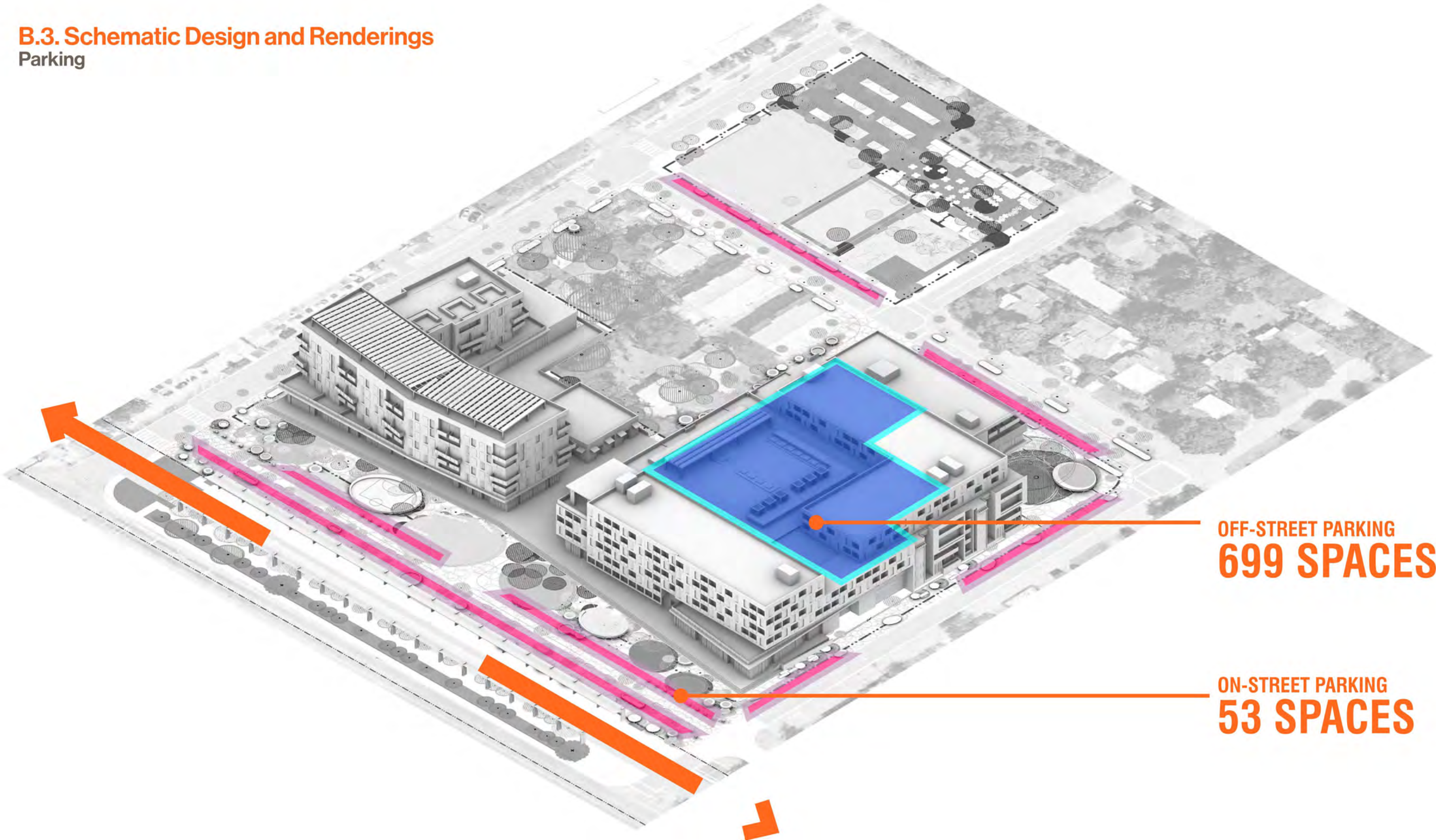


To protect the neighborhood's quality of life the existing program located on the site bound by NE 12th Avenue, NE 37th Street, NE 13th Street, and NE 36th Street will be relocated in different sites throughout the City of Oakland Park.

The existing activities that consist of one basketball court, two tennis courts, one playground, and one pavilion, will be relocated at the Greenleaf Park at the northeast of the parcel.

The existing Library and City Hall will be relocated in separate sites to the west of the development.

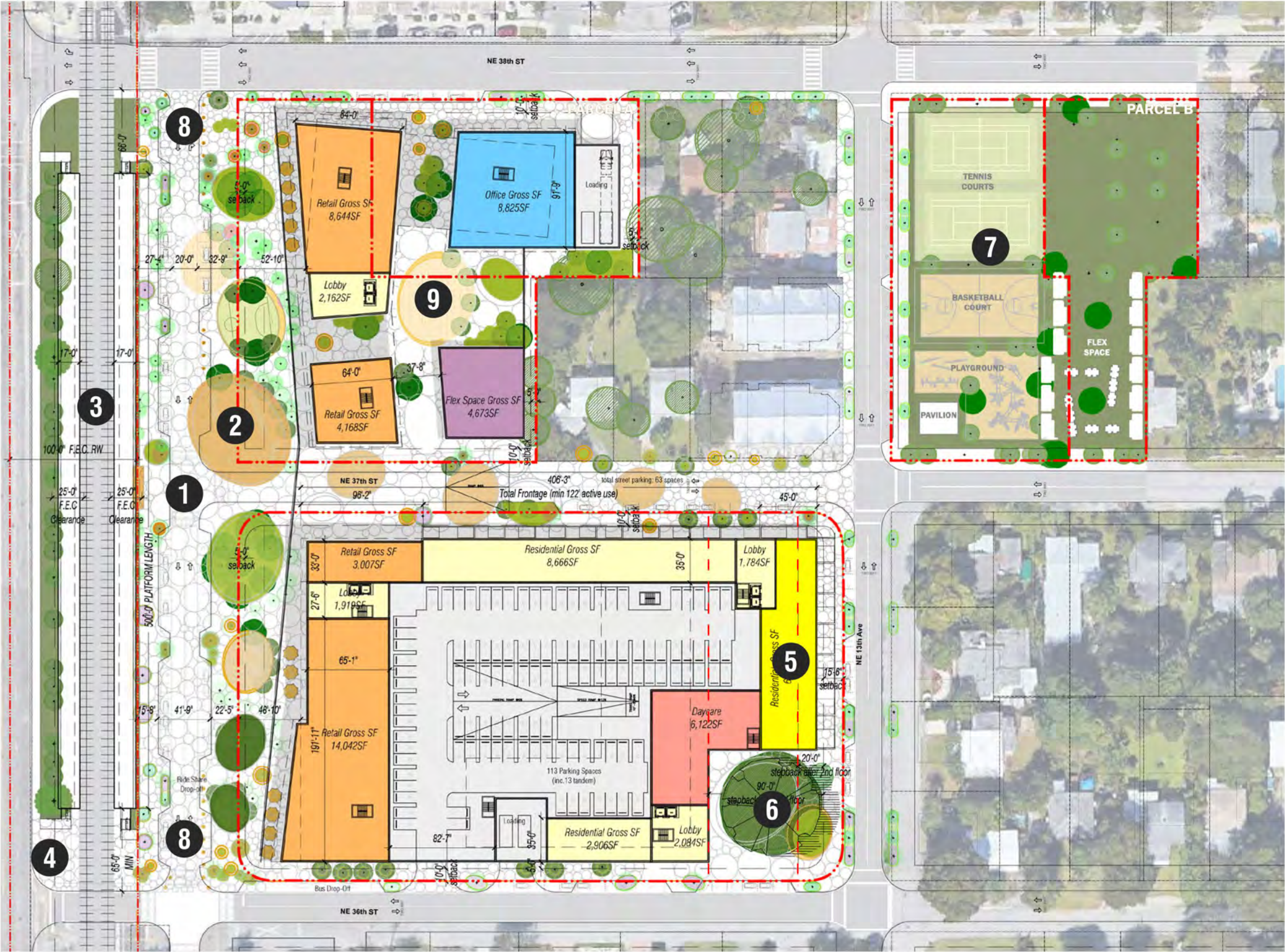
B.3. Schematic Design and Renderings
Parking



OFF-STREET PARKING
699 SPACES

ON-STREET PARKING
53 SPACES

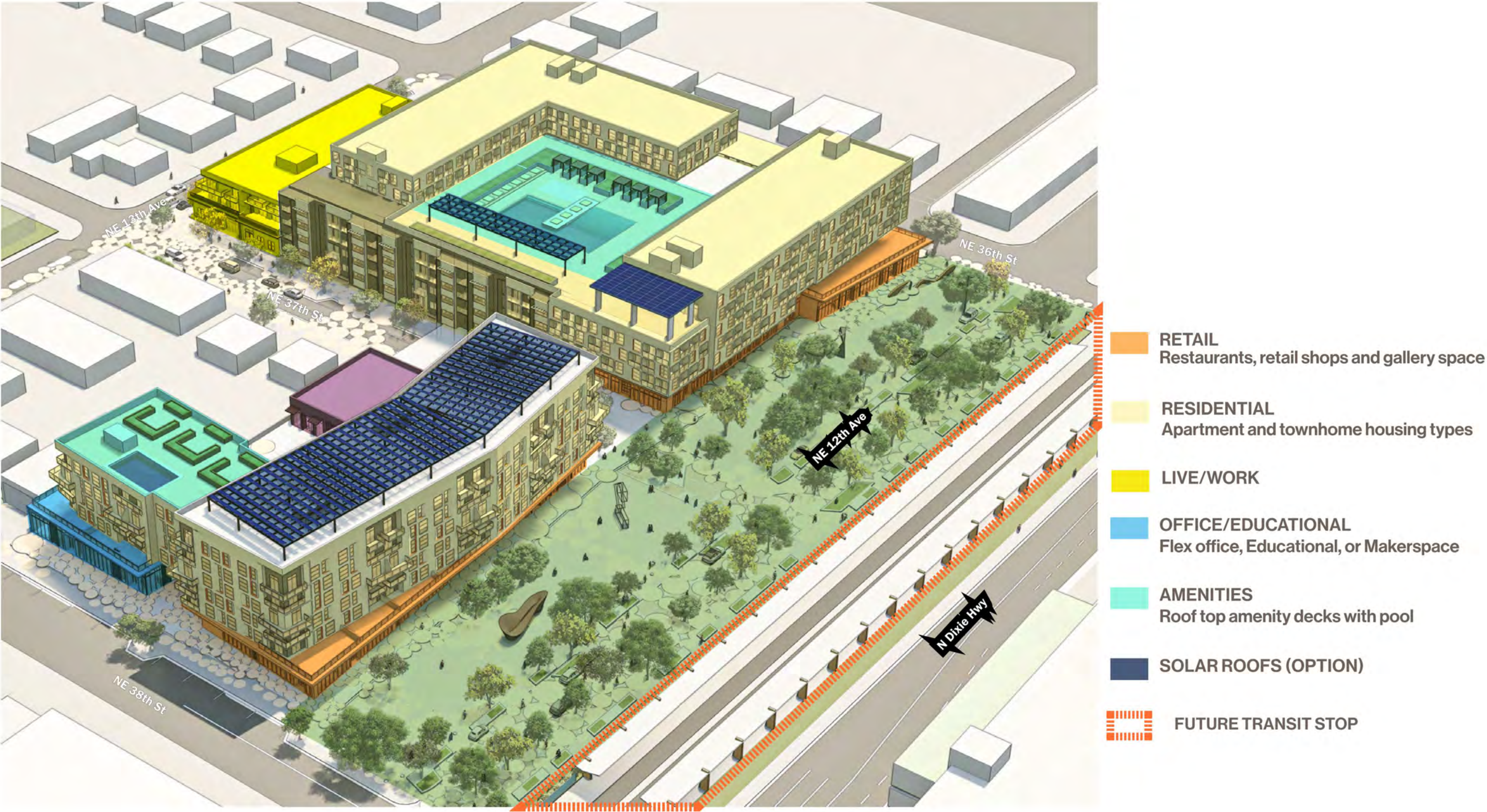
B.3. Schematic Design and Renderings **Site Plan**



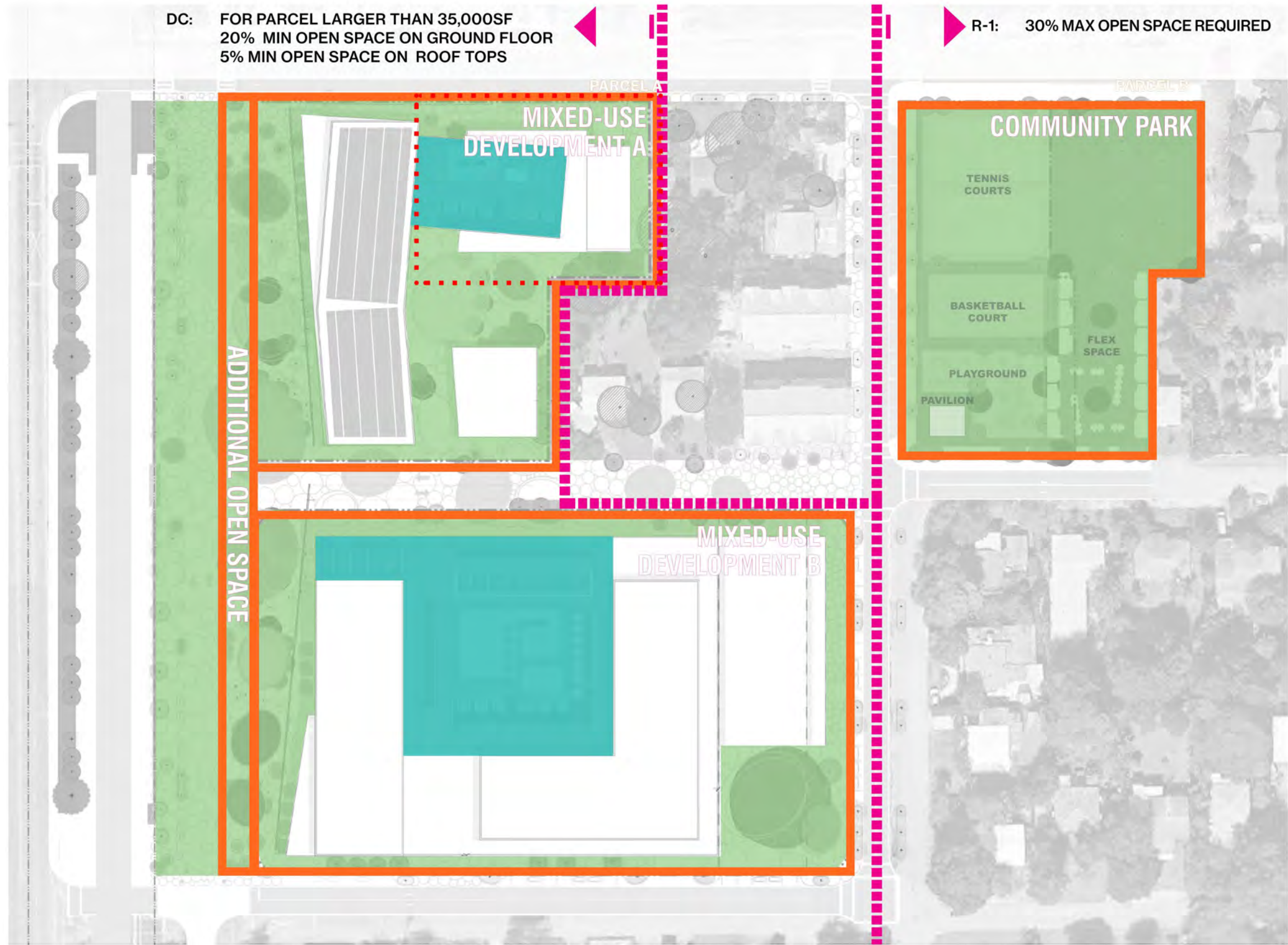
- 1. Woonerf
- 2. Park on 12th
- 3. Train Stop
- 4. Arrival Plaza
- 5. 3-story Live/Work Units
- 6. Existing Ficus Tree
- 7. Park Amenities
- 8. Drop-off Area
- 9. Plaza

B.3. Schematic Design and Renderings

Programming



B.3. Schematic Design and Renderings
Open Space



MIXED-USE DEVELOPMENT A

GROUND LEVEL:

Required (20%):	15,635 SF
Provided:	46,761 SF

ROOF TOP:

Required (5%):	3,908 SF
Provided:	8,506 SF

MIXED-USE DEVELOPMENT B

GROUND LEVEL:

Required (20%):	27,443 SF
Provided:	41,428 SF

ROOF TOP:

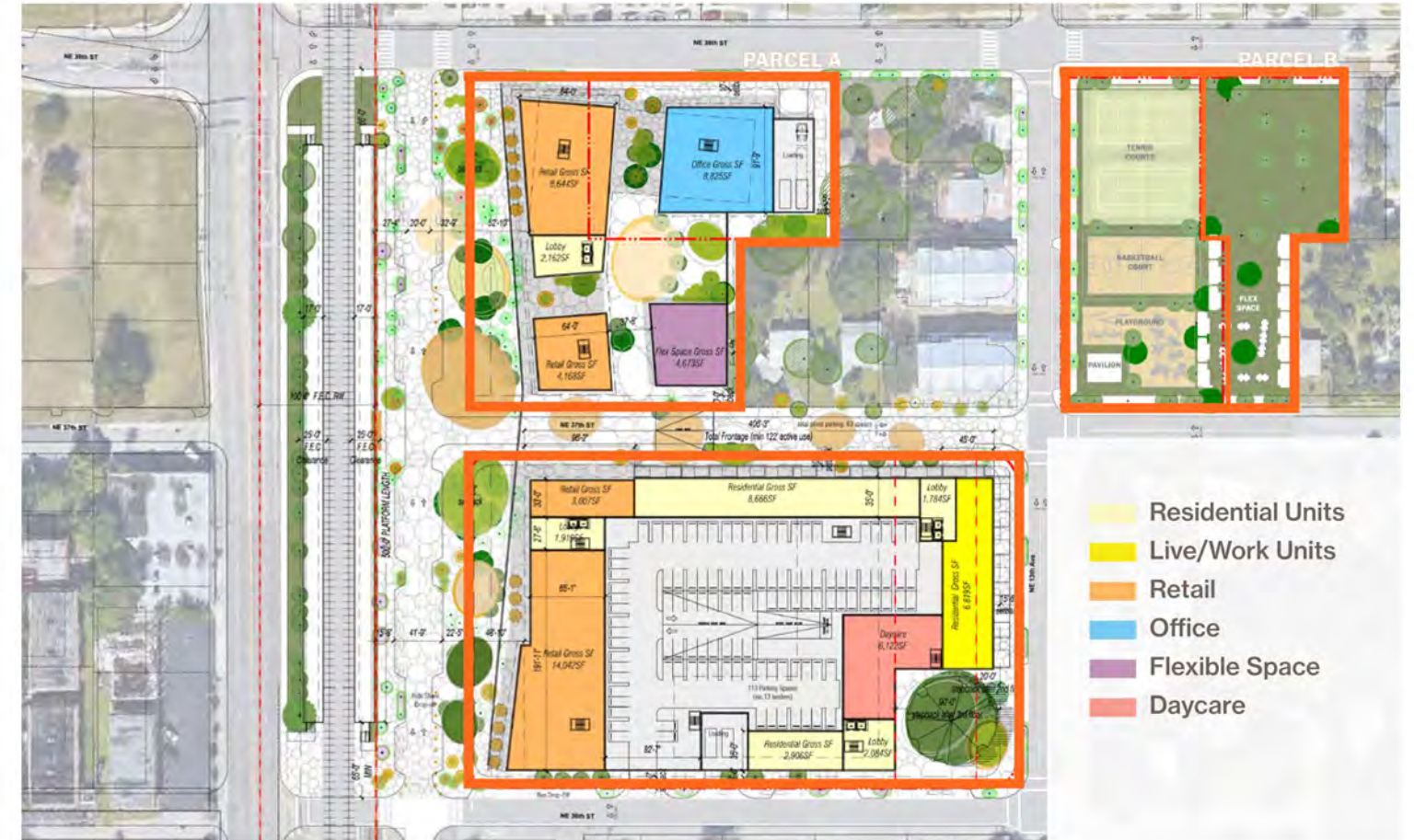
Required (5%):	6,860 SF
Provided:	31,141 SF

ADDTL OPEN SPACE: 10,507 SF

COMMUNITY PARK: 62,540 SF*

*if Parcel B is acquired.

Concept Plan Options



This proposal demonstrates a mixed use project that can be developed as a Base Case:
Without the Acquisition of Parcels A&B (Option 1) and With the Acquisition of Parcels A & B (Option 2).

Option 1 - Base Case

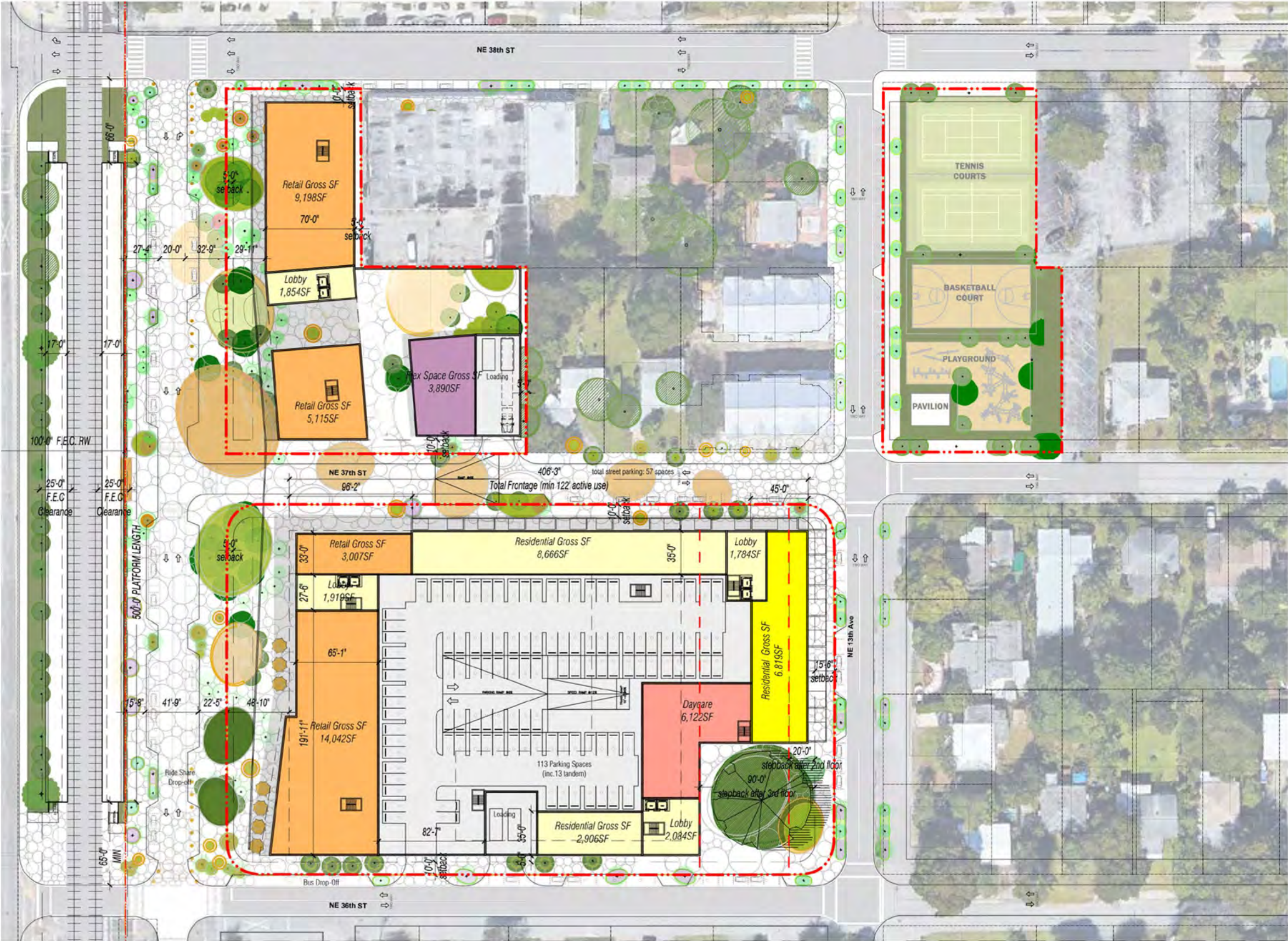
Program:	Retail= 31,362 Gross SF Flex. = 3,890 Gross SF Daycare= 6,122 Gross SF Total Units= 308 Units Res. = 293 Units (net: 750 SF) L/W = 15 Units (net: 1,000 SF)	FAR:	339,910 SF (371,994 SF Max) 1.83 (2 Max)
		Density:	72 DU/Acre (75 DU/Acre Max) 308 dwelling units (320 Unit Max)
Parking:	Required= 608 spaces Provided= 610 Total Spaces (Surplus 2 spaces)	Open Space:	Total Required (20%) : 37,199 SF Total Provided: 67,286 SF

Option 2 - with Parcels A&B

Program:	Retail= 29,861 Gross SF Office= 8,825 Gross SF Flex. = 4,673 Gross SF Daycare= 6,122 Gross SF Total Units= 339 Units Res. = 324 Units (net: 750 SF) L/W = 15 Units (net: 1,000 SF)	FAR:	376,849 SF (430,774 SF Max) 1.75 (2 Max)
		Density:	69 DU/Acre (75 DU/Acre Max) 339 dwelling units (371 Unit Max)
		Open Space:	Total Required (20%) : 43,077 SF Total Provided: 88,189 SF
Parking:	Required= 670 spaces Provided= 752 Total Spaces (Surplus 82 spaces)		

B.3. Schematic Design and Renderings

Option 1 - Ground Level

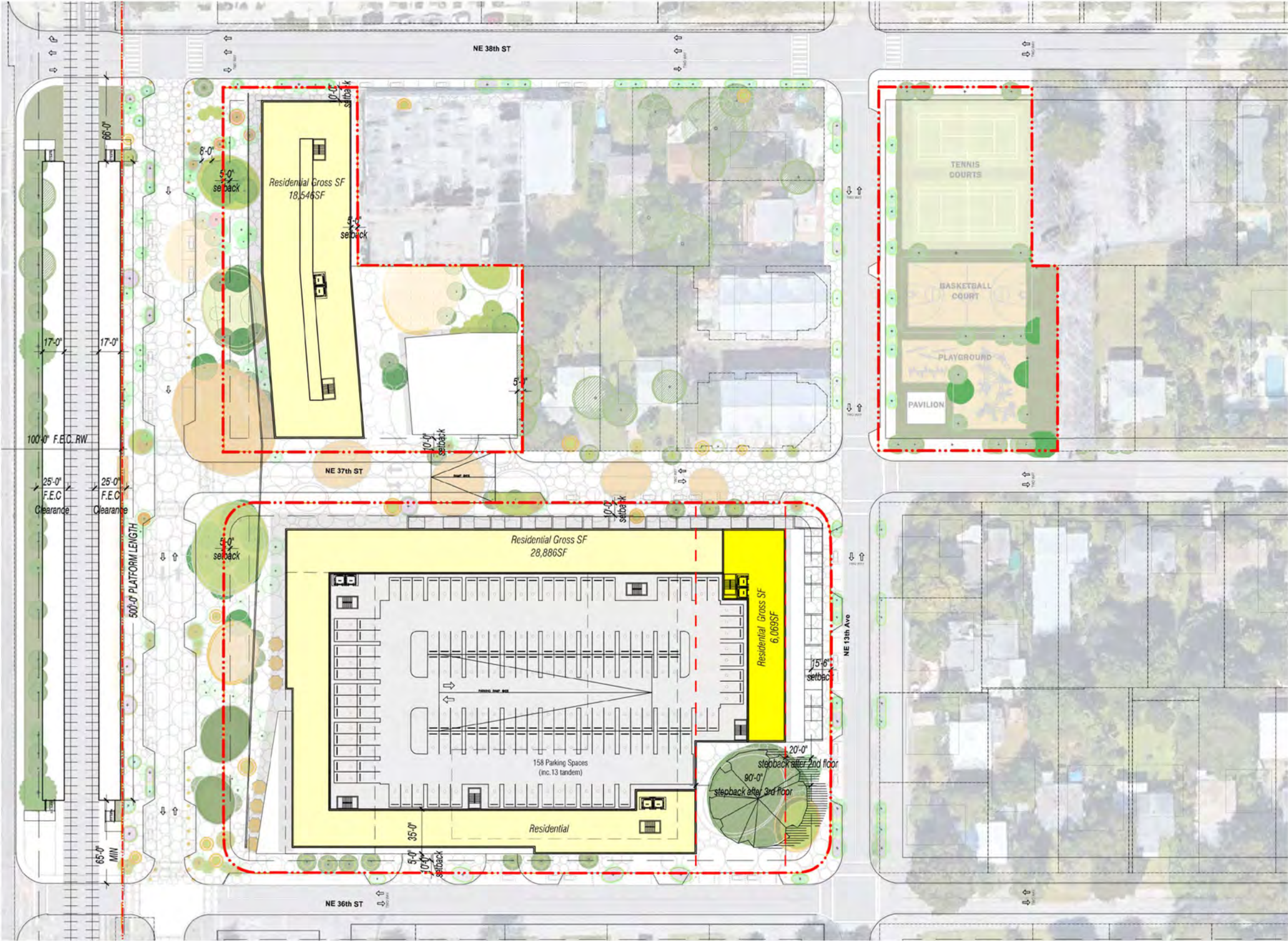


B.3. Schematic Design and Renderings
Option 1 - Mezzanine Level



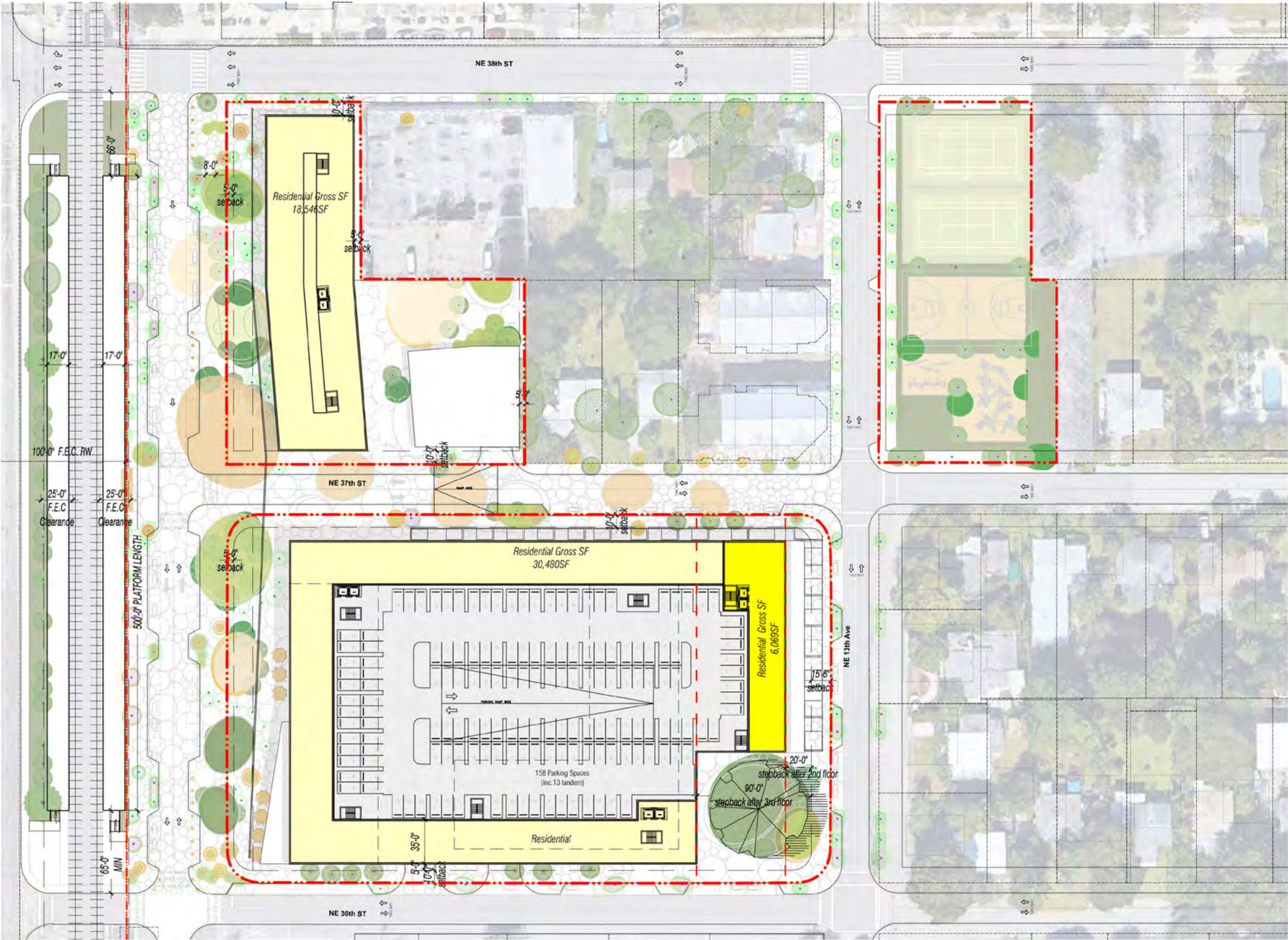
B.3. Schematic Design and Renderings

Option 1 - Level 2



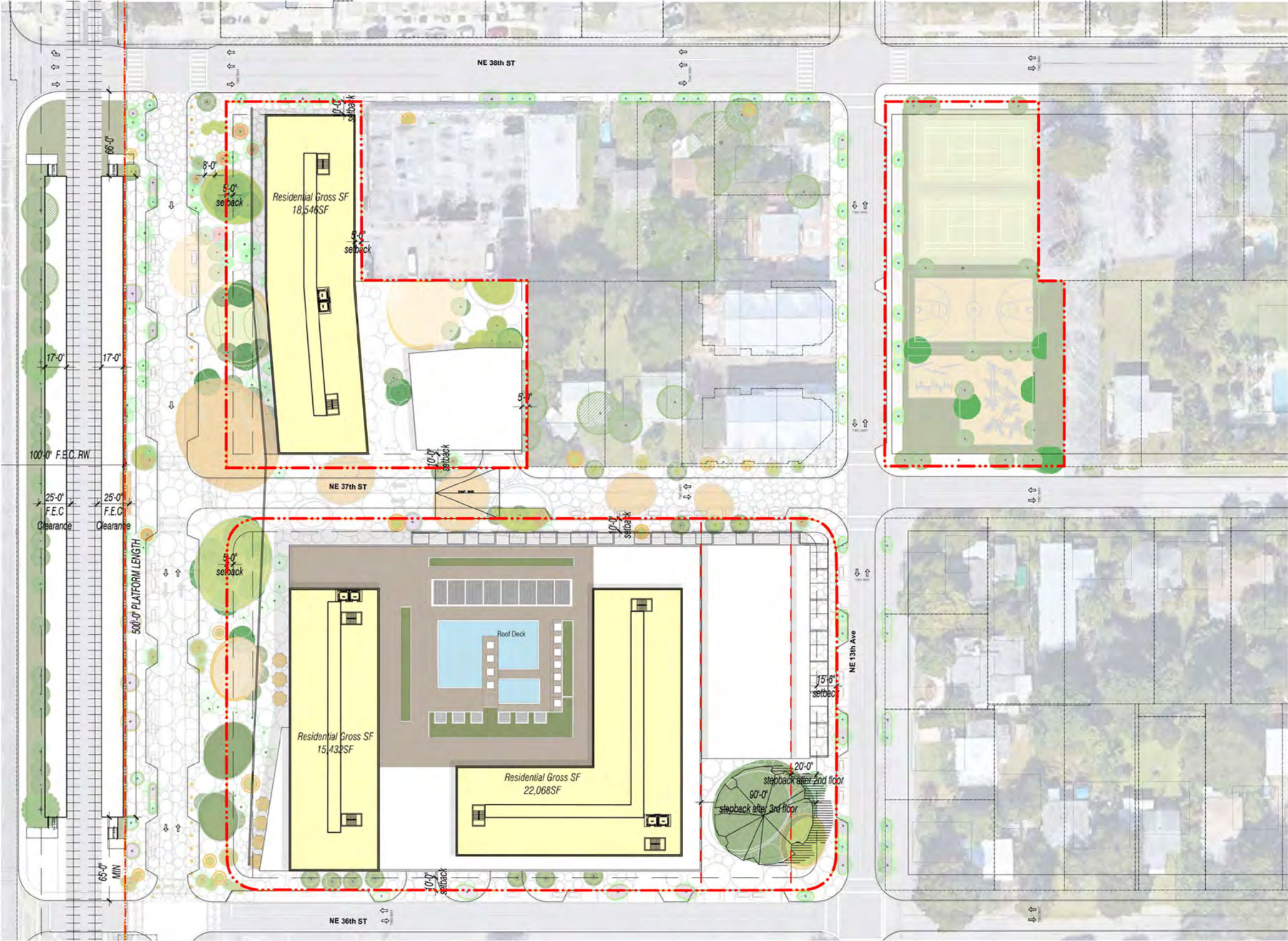
- Residential Units
- Live/Work Units
- Retail
- Flexible Space
- Daycare
- Solar Panels

B.3. Schematic Design and Renderings
Option 1 - Level 3



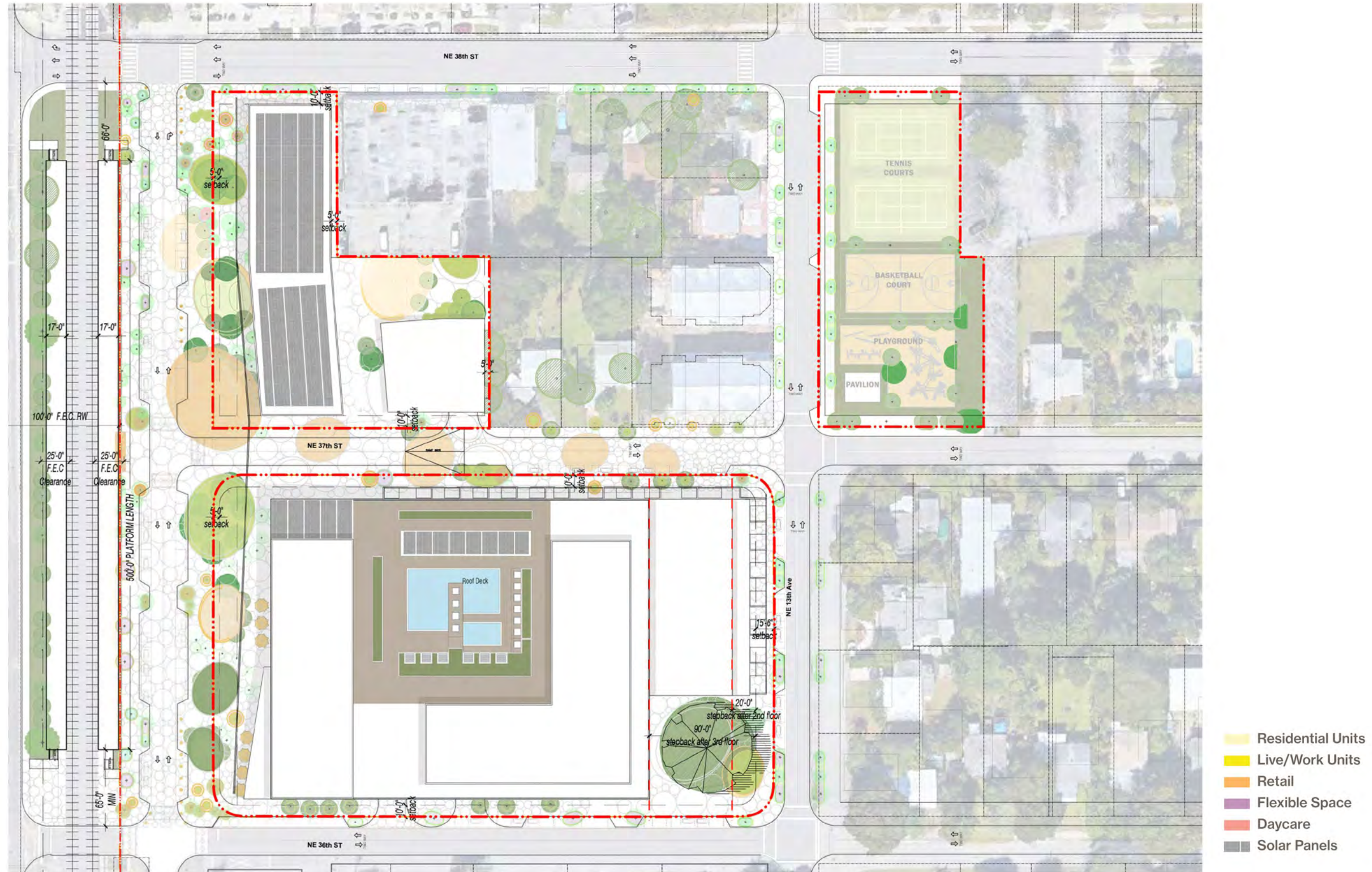
- Residential Units
- Live/Work Units
- Retail
- Flexible Space
- Daycare
- Solar Panels

B.3. Schematic Design and Renderings
Option 1 - Levels 4-6



- Residential Units
- Live/Work Units
- Retail
- Flexible Space
- Daycare
- Solar Panels

Option 1 - Roof

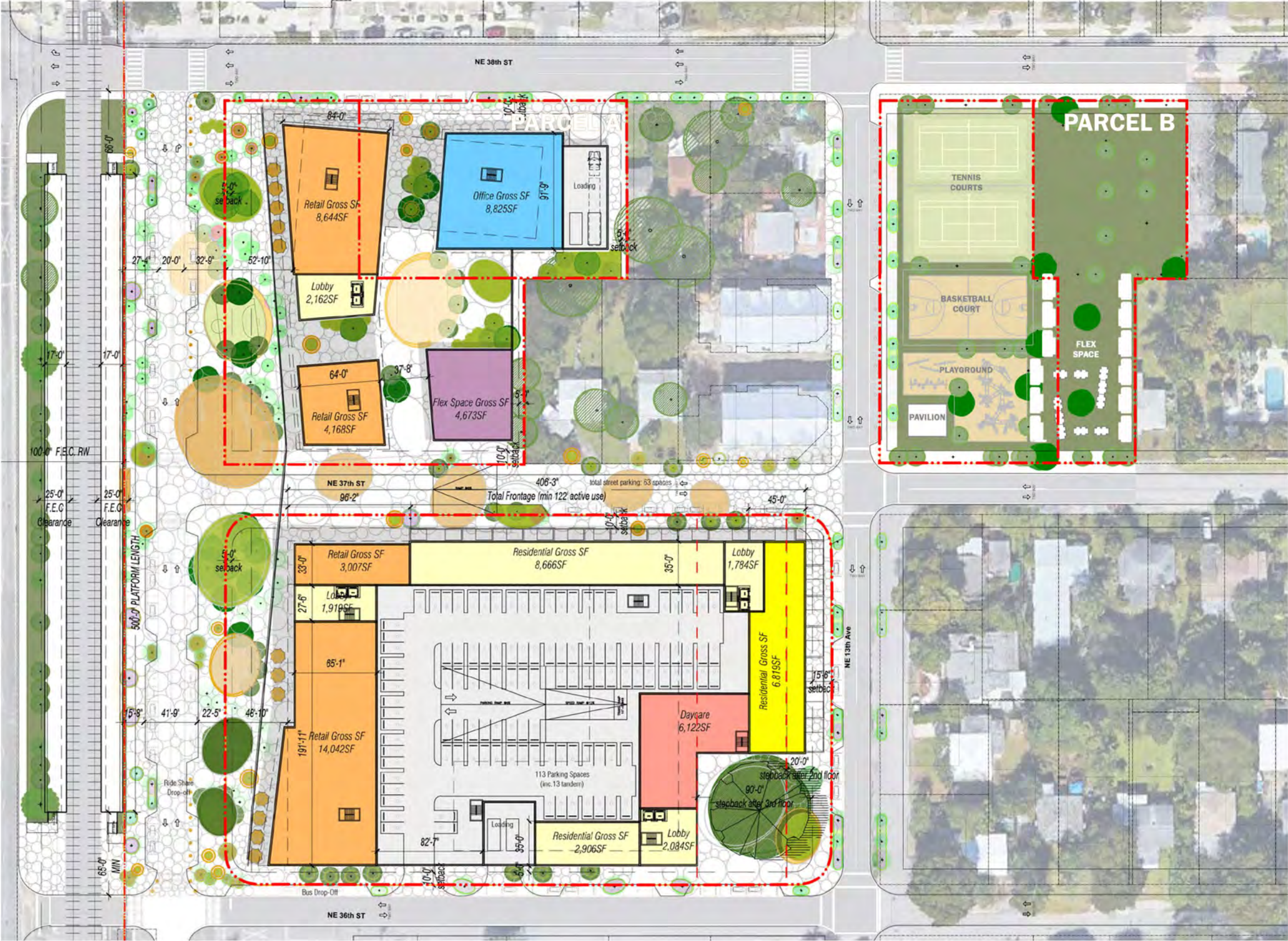


B.3. Schematic Design and Renderings

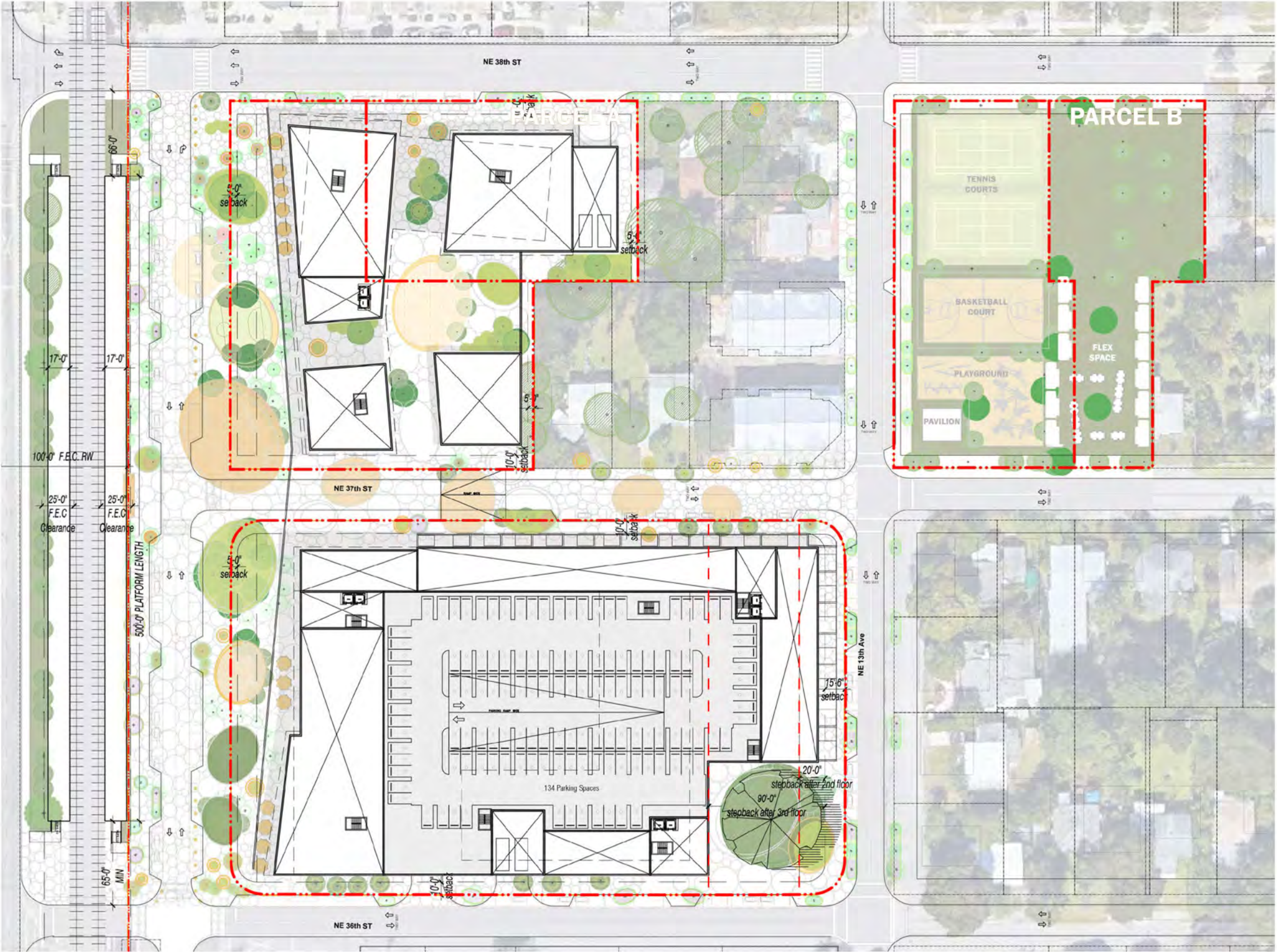
Option 1 - Program

SOUTH LOT- phase 1																												
Floors	Building		Retail	Daycare	Office	Flex	Res Lobby	Residential				Total Provided	Req	Surplus	FAR								Density				Open Space	
	Gross SF	Height	Gross SF	Gross SF	Gross SF	Gross SF	Gross SF	BLDG 1	BLDG 2	Live/Work	Units/750				Allowed FAR	Provided FAR	Delta	Allowed density	Provided density	Required	Provided							
1	47,349 SF	9 Ft	17,049 SF	6,122 SF	0 SF	0 SF	5,787 SF	11,572 SF		6,819 SF	18 Units	113	2	274,426 SF	1.68	231,353 SF	43,073 SF	75 du/acre	236 Units	68 du/acre	214 Units	27,443 SF	41,428 SF					
mezz	0 SF	9 Ft						28,886 SF		6,069 SF	37 Units	134																
2	34,955 SF	10 Ft						30,480 SF		6,069 SF	39 Units	158																
3	36,549 SF	10 Ft						15,432 SF		22,068 SF	40 Units																	
4	37,500 SF	10 Ft						15,432 SF		22,068 SF	40 Units																	
5	37,500 SF	10 Ft						15,432 SF		22,068 SF	40 Units																	
6	37,500 SF	10 Ft																										
TOTAL	231,353 SF	68 Ft	17,049 SF	6,122 SF	0 SF	0 SF	5,787 SF	117,234 SF	66,204 SF	18,957 SF	214 Units	563	400	163														
											TOTAL RESIDENTIAL	199 Units																
											TOTAL LIVE/WORK	15 Units																
											res units	202,395 SF	PK factor	350														
											I/w units																	
												Total Res.	unit factor 750															
												I/w unit factor 1000																
NORTH LOT- phase 2																												
Floors	Building		Retail	Daycare	Office	Flex	Res Lobby	Residential				Total	Req	Surplus	FAR		Allowed FAR		Provided FAR		Delta	Density		Open Space				
	Gross SF	Height	Gross SF	Gross SF	Gross SF	Gross SF	Gross SF	BLDG 1	BLDG 2	Live/Work	Units/750				Acres	Lot Area	Parking Required	Parking Required After Reduction	Parking Provided in Garage	Extra Spaces		Allowed density	Provided density	Required	Provided			
1	20,057 SF	9 Ft	14,313 SF	0 SF	0 SF	3,890 SF	1,854 SF				0 Units		1.1199265	48,784 SF		2	97,568 SF	2.31	112,787 SF	-15,219 SF	75 du/acre	84 Units	88 du/acre	99 Units	9,757 SF	25,858 SF		
mezz	0 SF	9 Ft						18,546 SF			0 Units																	
2	18,546 SF	10 Ft						18,546 SF			20 Units																	
3	18,546 SF	10 Ft						18,546 SF			20 Units																	
4	18,546 SF	10 Ft						18,546 SF			20 Units																	
5	18,546 SF	10 Ft						18,546 SF			20 Units																	
6	18,546 SF	14 Ft	18,546 SF			20 Units																						
TOTAL	112,787 SF	72 Ft	14,313 SF	0 SF	0 SF	3,890 SF	1,854 SF	92,730 SF	0 SF	0 SF	99 Units	0	215	-215														
											Total Res.	92,730 SF	PK factor	350														
											unit factor 750																	
											On-Street Parking		47															
COMBINED																												
Gross SF			Retail	Daycare	Office	Flex	Res Lobby	Residential							FAR		Allowed FAR		Provided FAR		Delta	Density		Open Space				
TOTAL	344,140 SF		31,362 SF	6,122 SF	0 SF	3,890 SF	7,641 SF	295,125 SF				313 Units	610	615	-5	Acres	Lot Area	Parking Required	Parking Required After Reduction	Parking Provided in Garage		Extra Spaces	Allowed density	Provided density	Required 20%	Provided		
															4.2699036	185,997 SF		2	371,994 SF	1.85	344,140 SF	27,854 SF	75 du/acre	320 Units	73 du/acre	313 Units	37,199 SF	67,286 SF

B.3. Schematic Design and Renderings
Option 2 - Ground Level

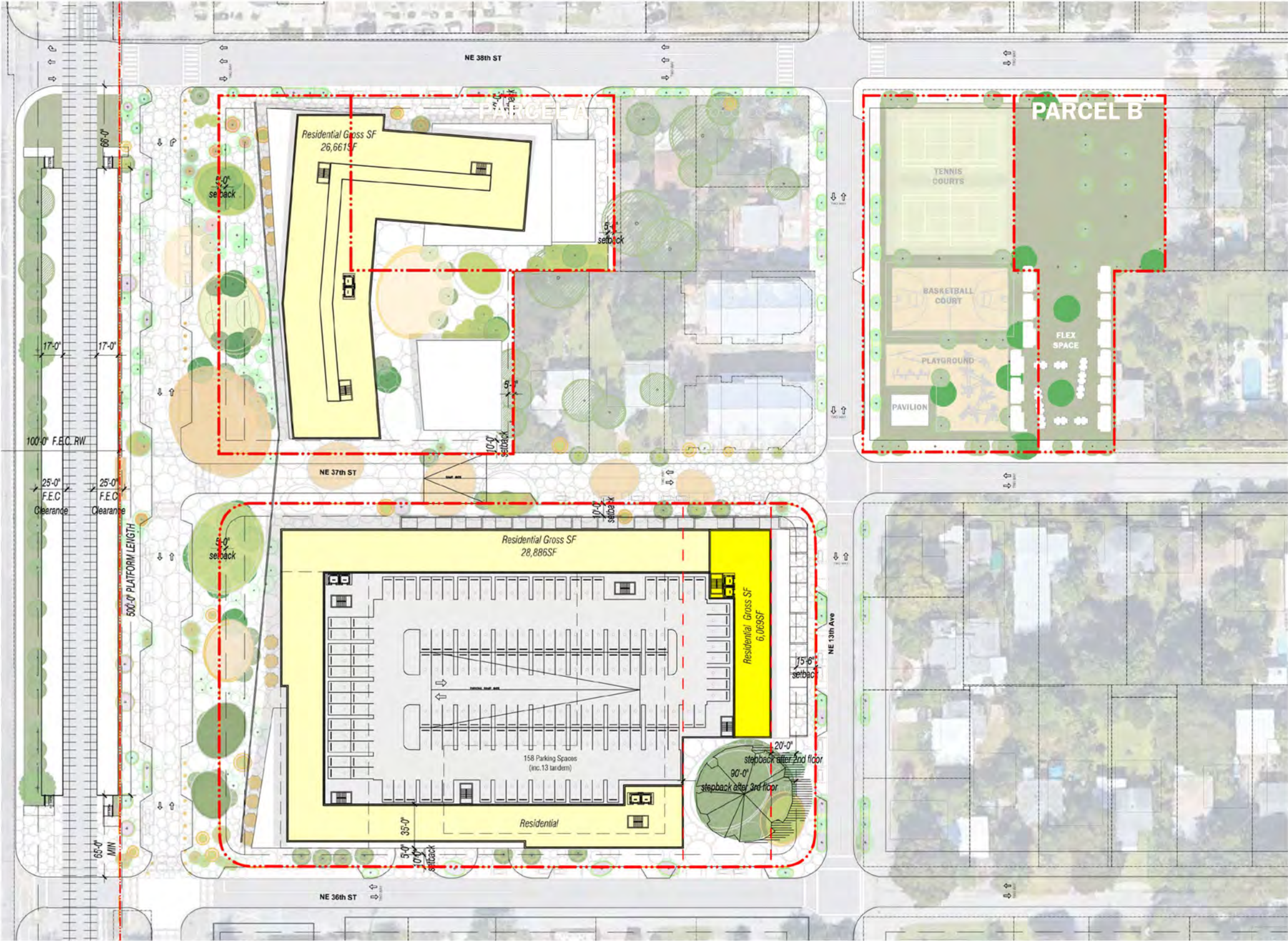


B.3. Schematic Design and Renderings
Option 2 - Mezzanine Level

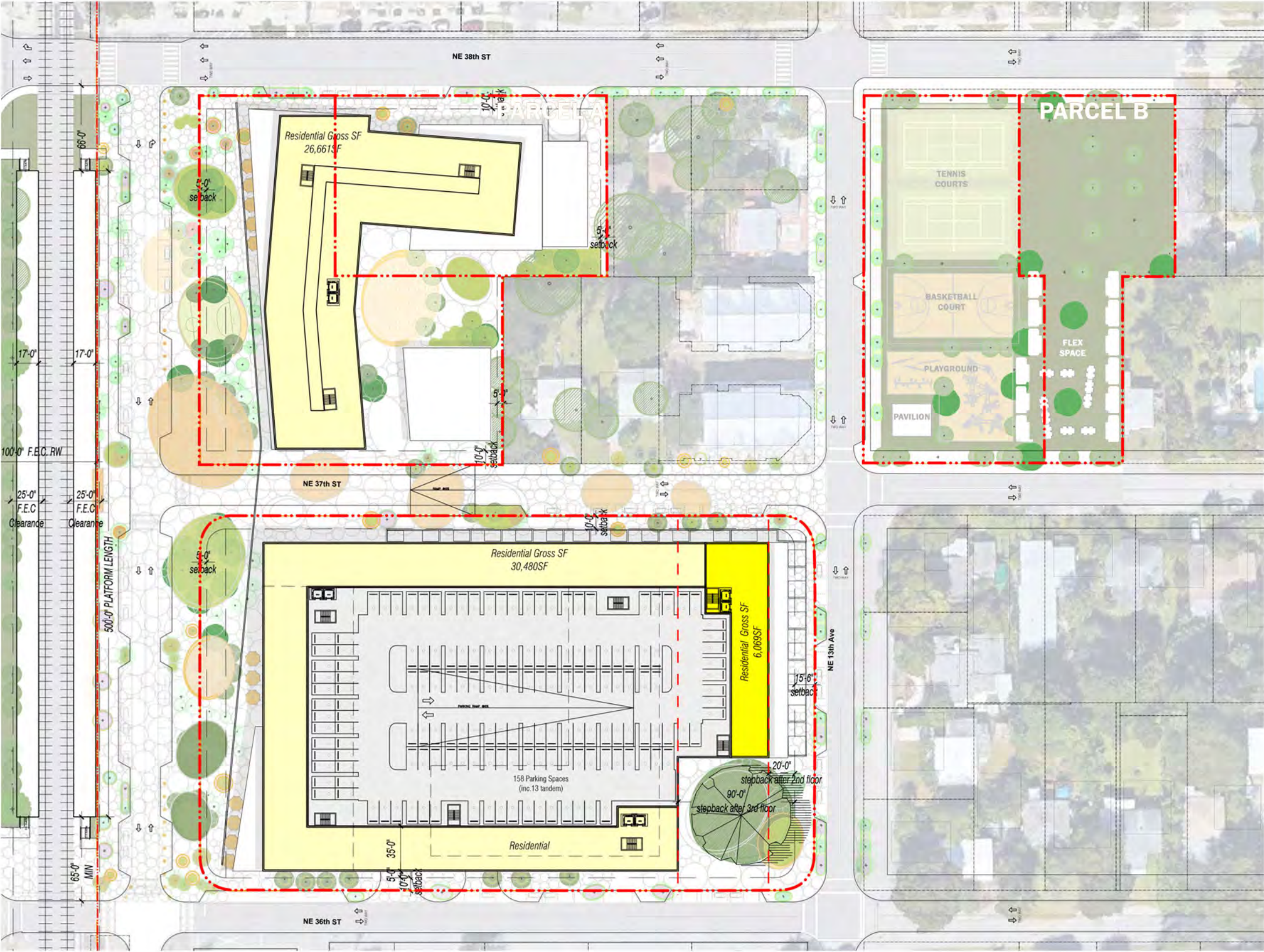


- Residential Units
- Live/Work Units
- Retail
- Flexible Space
- Daycare
- Solar Panels

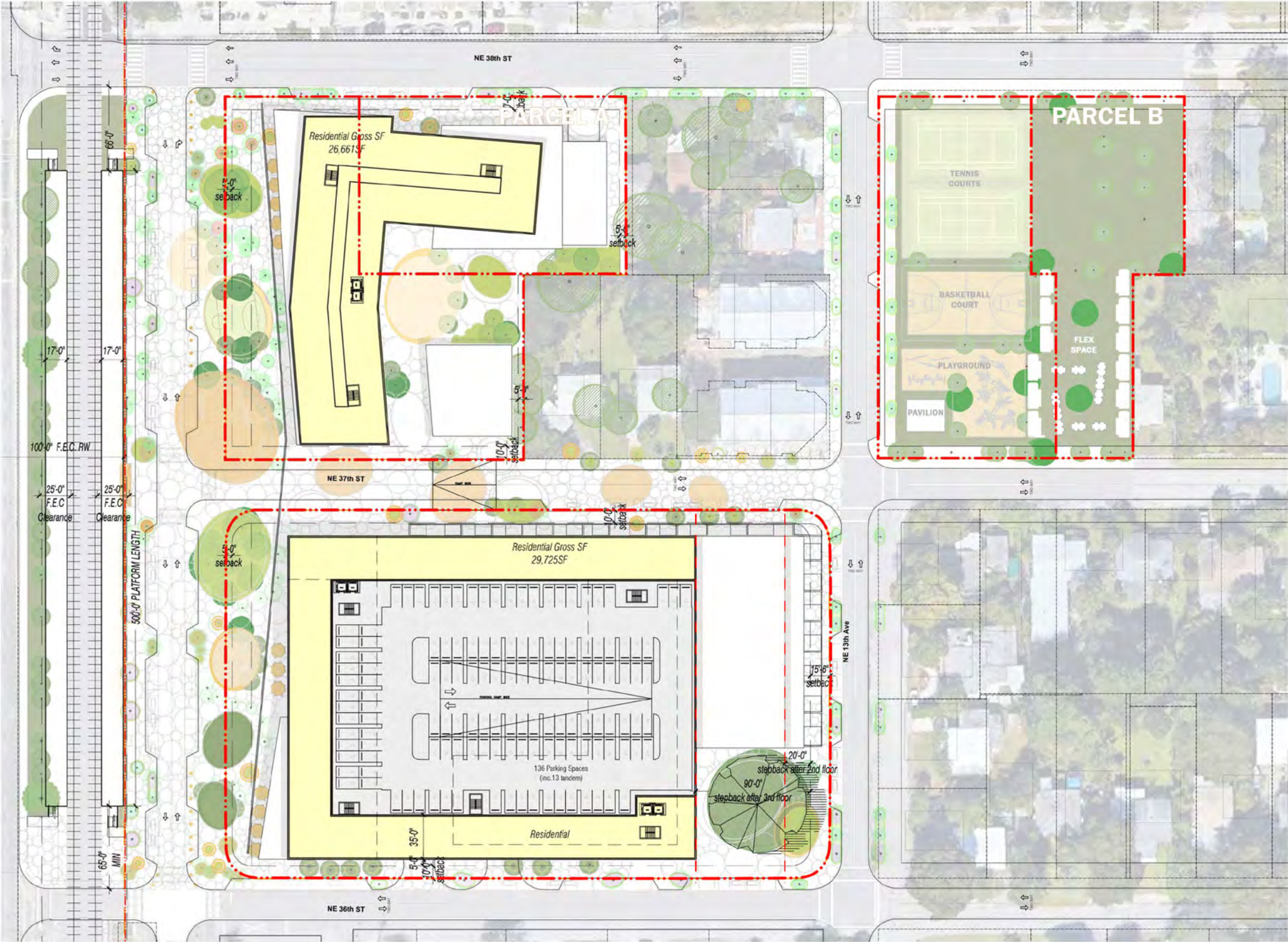
B.3. Schematic Design and Renderings Option 2 - Level 2



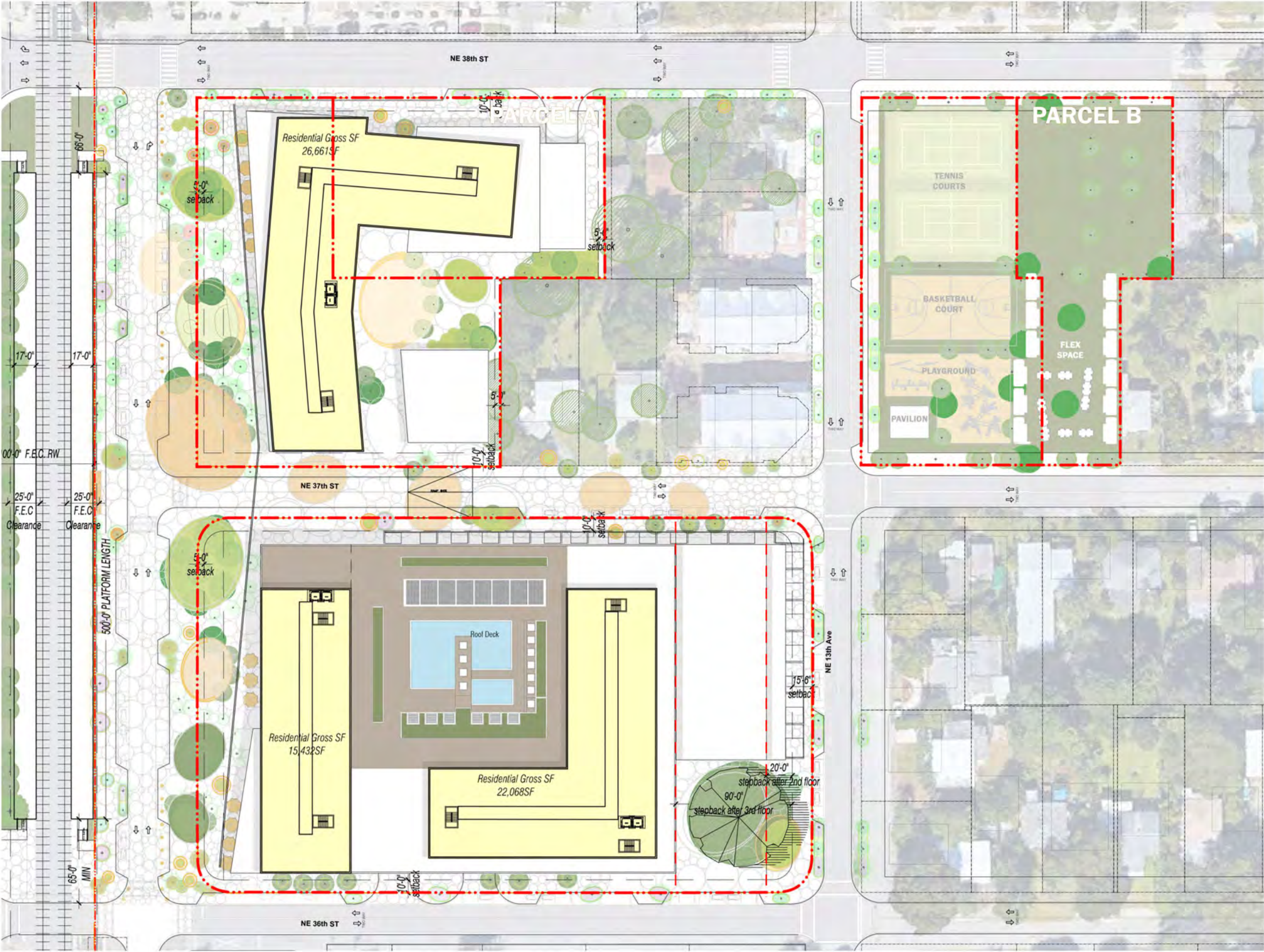
B.3. Schematic Design and Renderings
Option 2 - Level 3



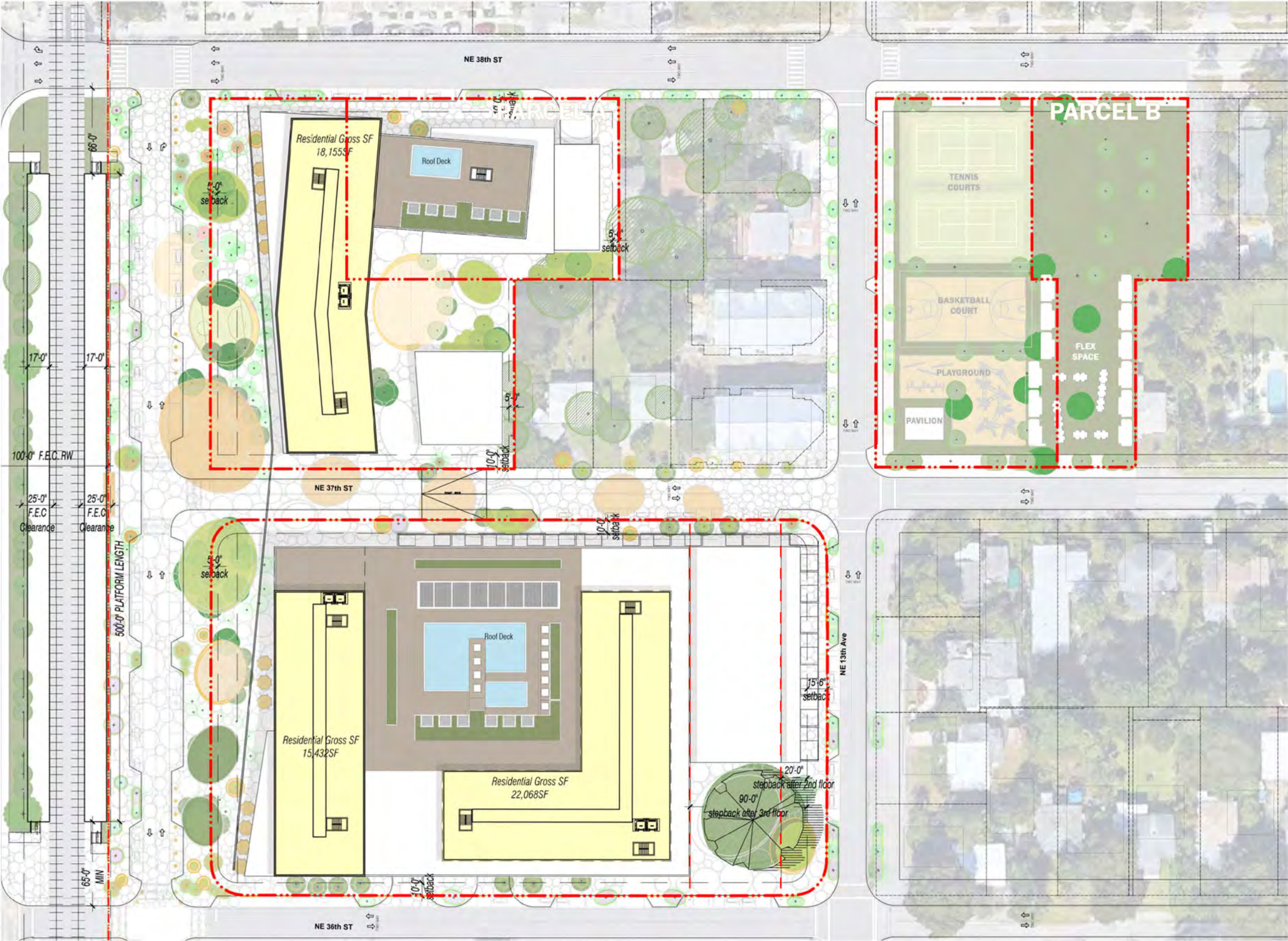
B.3. Schematic Design and Renderings
Option 2 - Level 4



B.3. Schematic Design and Renderings Option 2 - Level 5

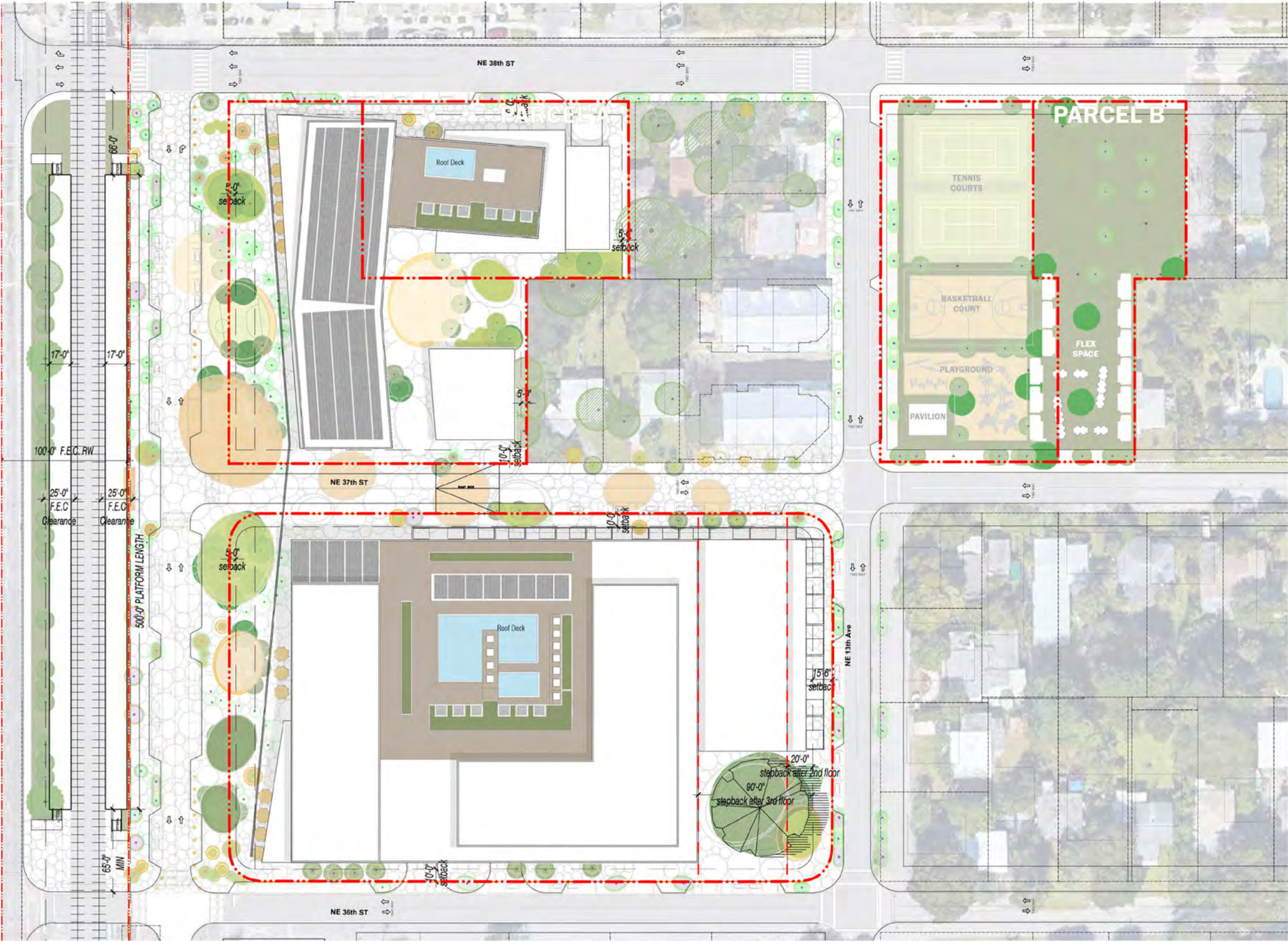


B.3. Schematic Design and Renderings
Option 2 - Level 6



B.3. Schematic Design and Renderings

Option 2 - Roof



B.3. Schematic Design and Renderings

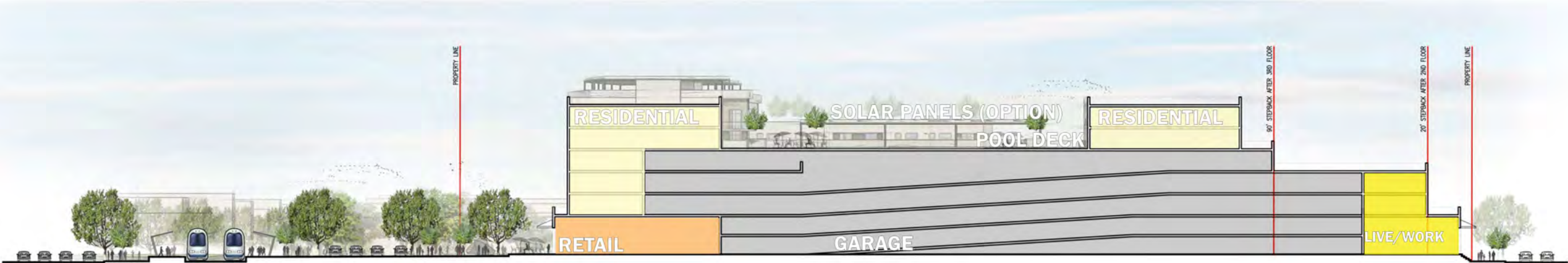
SOUTH LOT - phase 1																										
Floors	Building		Retail	Daycare	Office	Flex	Res Lobby	Residential				Total Provided	Req	Surplus	FAR				Density				Open Space			
	Gross SF	Height	Gross SF	Gross SF	Gross SF	Gross SF	Gross SF	BLDG 1	BLDG 2	Live/Work	Units/750				Allowed FAR	Provided FAR	Delta	Allowed density	Provided density	Required	Provided					
1	47,349 SF	9 Ft	17,049 SF	6,122 SF	0 SF	0 SF	5,787 SF	11,572 SF		6,819 SF	18 Units	113	2	274,426 SF	1.63	223,578 SF	50,848 SF	75 du/acre with bonus 10	236 Units	65 du/acre	206 Units	27,443 SF	41,428 SF			
mezz	0 SF	9 Ft																								134
2	34,955 SF	10 Ft																								158
3	36,549 SF	10 Ft																								158
4	29,725 SF	10 Ft																								136
5	37,500 SF	10 Ft																								
6	37,500 SF	10 Ft																								
TOTAL	223,578 SF	68 Ft	17,049 SF	6,122 SF	0 SF	0 SF	5,787 SF	131,527 SF	44,136 SF	18,957 SF	206 Units	699	388	311												
TOTAL RESIDENTIAL											191 Units															
TOTAL LIVE/WORK											15 Units															
											Total Res.	194,620 SF	PK factor	350												
											res units	unit factor 750														
											l/w units	l/w unit factor 1000														

[illegible]

COMBINED																												
	Gross SF		Retail	Daycare	Office	Flex	Res Lobby	Residential				FAR				Density								Open Space				
TOTAL	376,849 SF		29,861 SF	6,122 SF	8,825 SF	4,673 SF	7,949 SF		319,419 SF		339 Units		752	670	82	Acres	Lot Area	Allowed FAR	Provided FAR	Delta	Allowed density	Density	Provided density	Required	20%	Provided		
																4.9446051	215,387 SF	2	430,774 SF	1.75	376,849 SF	53.925 SF	75 du/acre with bonus 10	371 Units	69 du/acre	339 Units	43,077 SF	88,189 SF

B.3. Schematic Design and Renderings

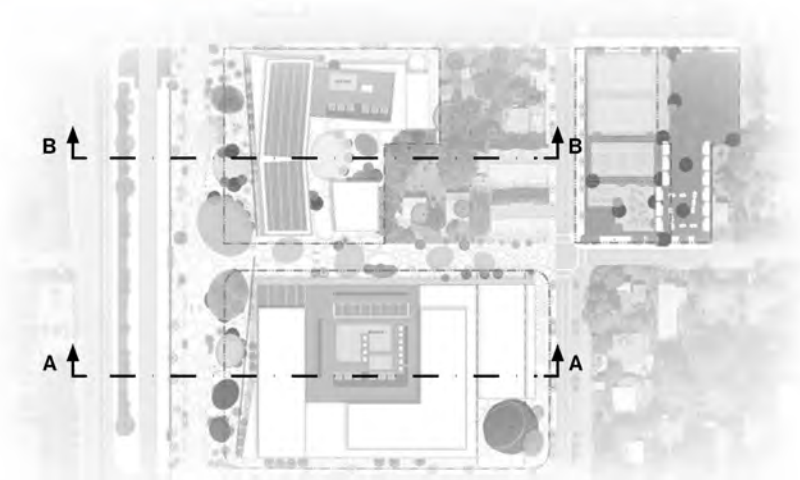
Street Section



Section A-A



Section B-B

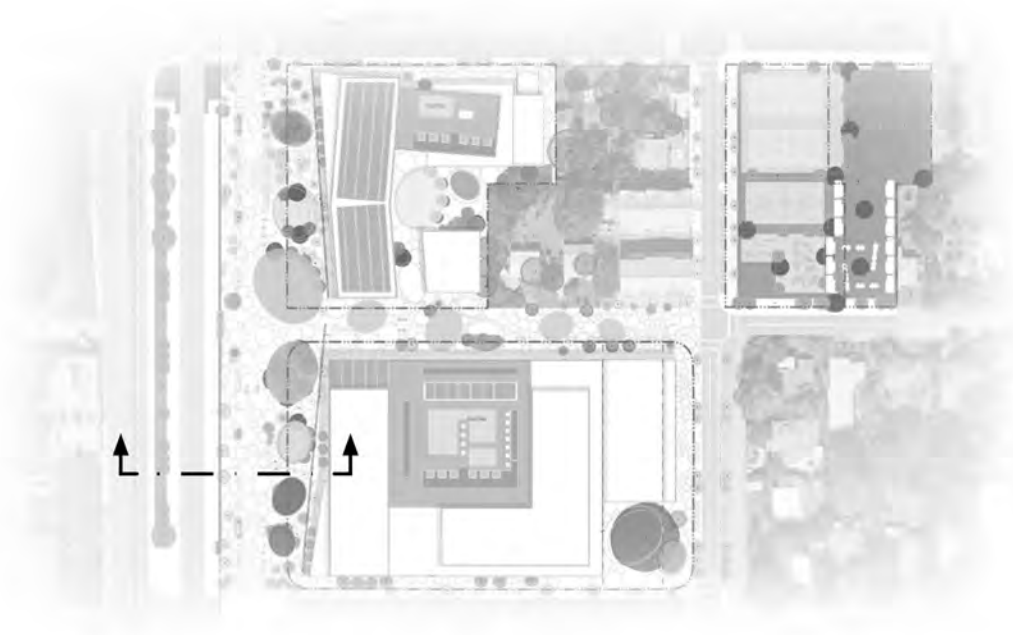


B.3. Schematic Design and Renderings
Section



The retail is fronted by an elevated porch allowing ample space for circulation and outdoor dining. The porch helps create a spatial transition between the commercial area and the woonerf while maintaining physical and visual connections throughout the site.

The raised plinth slopes down towards the railroad until it meets the elevation of the station's platforms.



B.3. Schematic Design and Renderings
West Elevation



B.3. Schematic Design and Renderings
North East Aerial



B.3. Schematic Design and Renderings
Retail and Office Courtyard



B.3. Schematic Design and Renderings
Historic Tree on Corner of 36th Street and 13th Ave.



B.3. Schematic Design and Renderings
Woonerf Entry from 12th Ave. Train Station



B.3. Schematic Design and Renderings
North East 37th Street Residential Design



B.4. Development Program
a. Innovative Retail / Commercial Attraction Strategy

Retail is defined by more than space and place, brick and mortar. Being a block away is equivalent to being a mile off the mark. When positioned properly, retail can redefine a district, create a sense of place, and serve as the driving cadence for success for retailers and consumers alike.

Our strategic approach to leasing, is focused on creating experiential retail, dining, and entertainment destinations.

This focused effort will outlast short-term market trends and recalibrates the way we plan developments and neighborhoods. What will be experienced when visiting the centerpiece of neighborhoods, like our efforts to revitalize downtown Coconut Grove with CocoWalk, is more than just a development, more than just restaurants and retailers. Connectivity, socialization, and walkability are paramount. As human beings, we are social creatures who thrive on congregating and being a part of something greater than ourselves.

Playing off the success of Funky Buddha, the property's central location, the arrival of

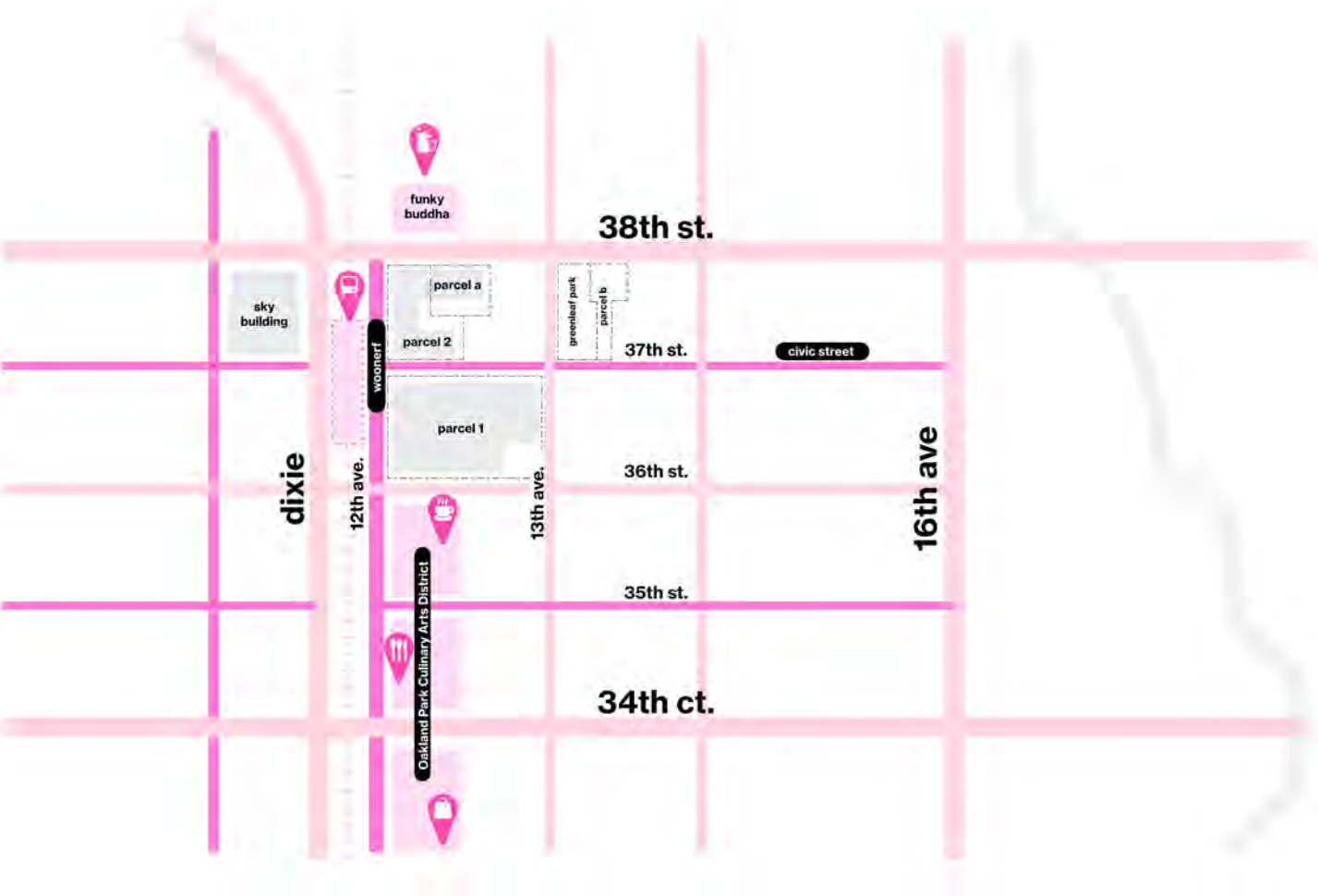
the highly anticipated train station and the evolving area of Oakland Park, we expect to attract restaurants, entertainment, boutique retail and service businesses to the area. This development will not just be a place to consume, but to create. At a time when anything can be purchased online, people expect more from the brick-and-mortar sites they visit. They expect to have experiences, to see beyond just a product or a meal. Introducing concepts like makerspaces where people can do more than just purchase, but build, create, and collaborate, will add to the identity of this site. The concept of creating a culinary school, within a growing culinary district, will not only add to the character of the development, but will add to its daytime density.

This dynamic mix will not only service the new residential to the area but will bring the community together at a central meeting point. Curating the right tenant mix is at the heart of any sustainable development or neighborhood. Our goal is to create an experience for the surrounding community, a place where the neighborhood comes to interact, to see and be seen. Our proven leasing strategies are sure to enhance Oakland Park as “the place” to live, work and play.



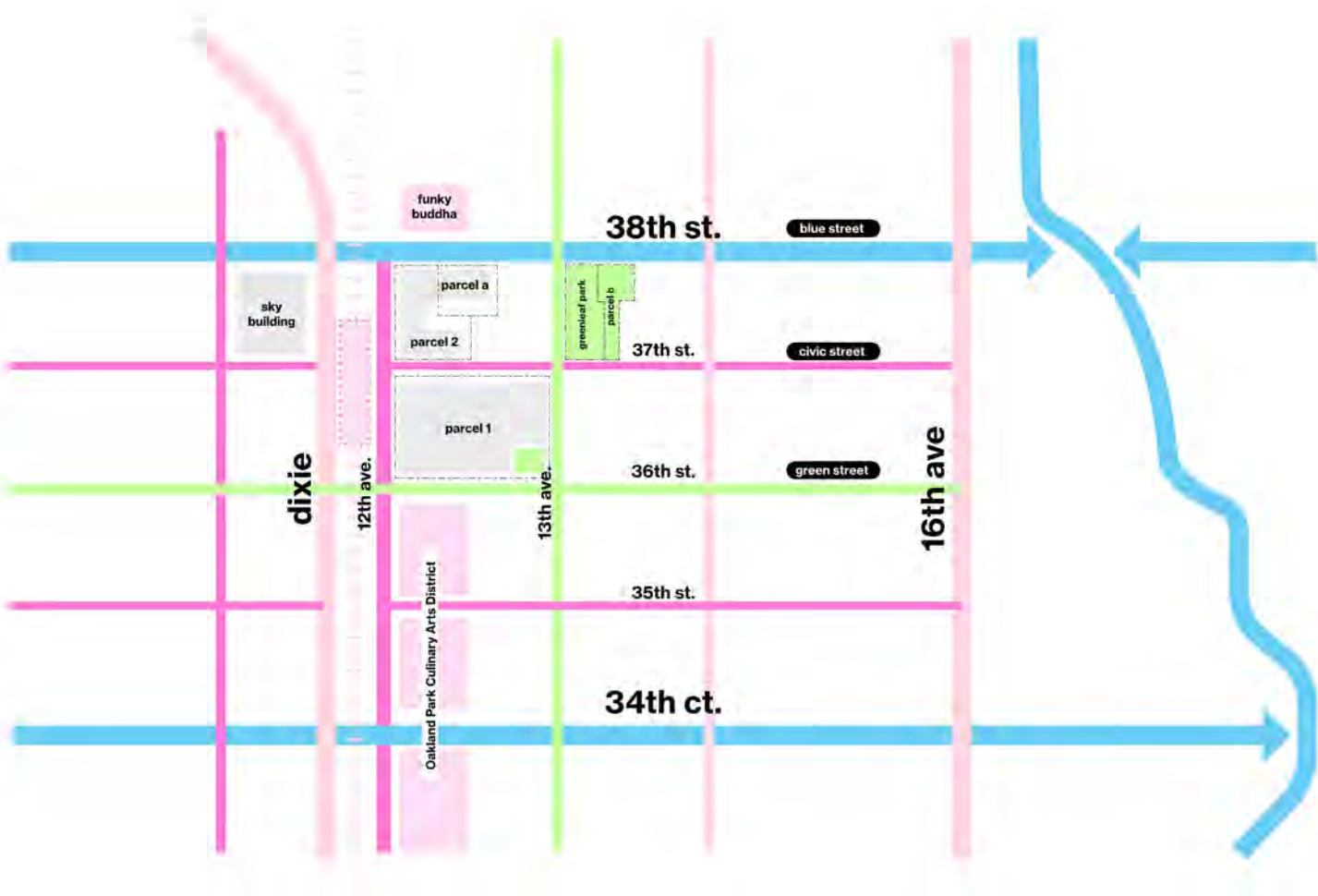
Cocowalk, Coconut Grove, FL

B.4. Development Program
b. Public Space / Activation Strategy



Activating Commercial Corridors

The site's position adjacent to a future regional transit stop offers prime opportunities to draw in neighborhood residents and guests to enjoy a new vibrant destination. Smaller scale, pedestrian-friendly streets offer increased walkability while connecting people to public open spaces and commercial corridors. The 12th Avenue connection is transformed into a woonerf pedestrian plaza, elevating the road from one that currently prioritizes vehicular mobility into a social space. The increased residential and visitor engagement via this "living street" will enrich the neighborhood's quality of life by introducing a new public gathering space for the commingling of both local and transitory populations. The foot traffic increase will subsequently promote accessibility to the city's commercial areas, supporting sustainable economic development for residential businesses.



Blue & Green Streets Strategy

Blue and Green Streets offer connectivity to adjacent public open spaces while performing as environmental stewards to the larger South Florida watershed. With its immediate connection to the river, 38th Street can serve as a model for future blue streets throughout the city of Oakland Park by creating capacity for stormwater management and employing best management practices and green infrastructural solutions. These design solutions are best integrated as streetscape features to help detain and retain runoff, alleviating pressure on existing stormwater infrastructure. In addition, 38th Street will employ lush, native rain gardens that capture and treat water from precipitation events while providing a habitat that supports biodiversity.

Complementing the Blue Streets, 36th Street and 13th Avenue are elevated to Green Streets, facilitating universal access to existing open spaces and greenways. In addition, the Green Streets will function as performative corridors incorporating green infrastructure, lush vegetation, and large canopy trees to help reduce the urban heat island effect.

The development team will work closely with the City of Oakland Park to examine the viability of blue and green network strategy.

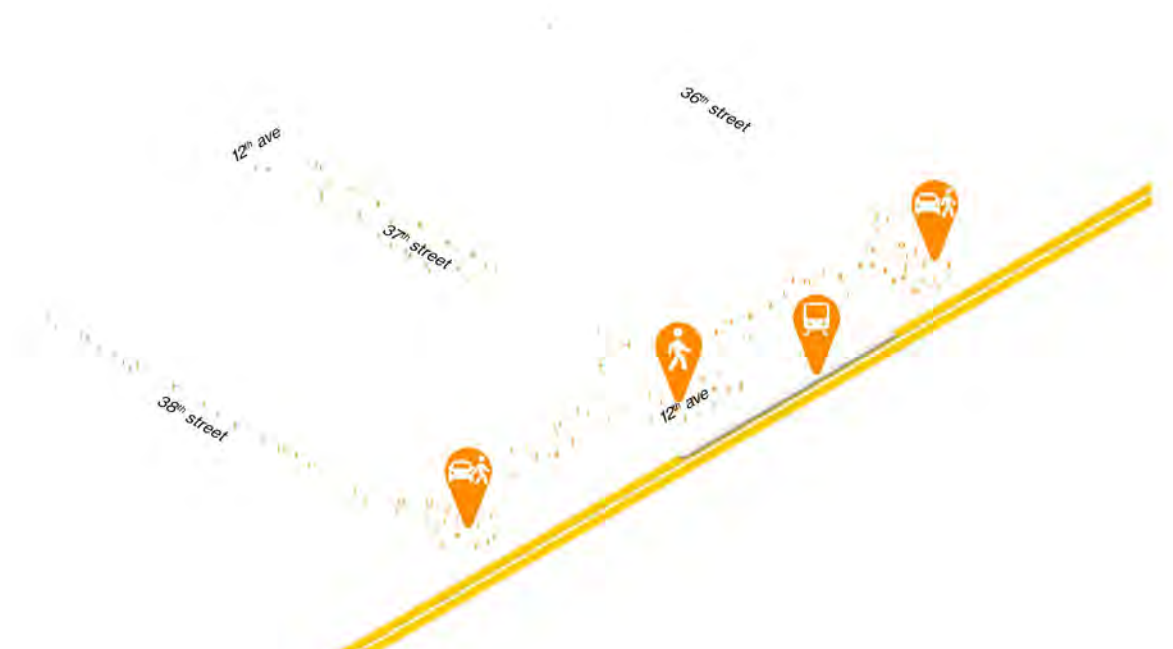
b. Public Space / Activation Strategy

b. Public Space / Activation Strategy



Ground Floor Retail & Activation Strategy

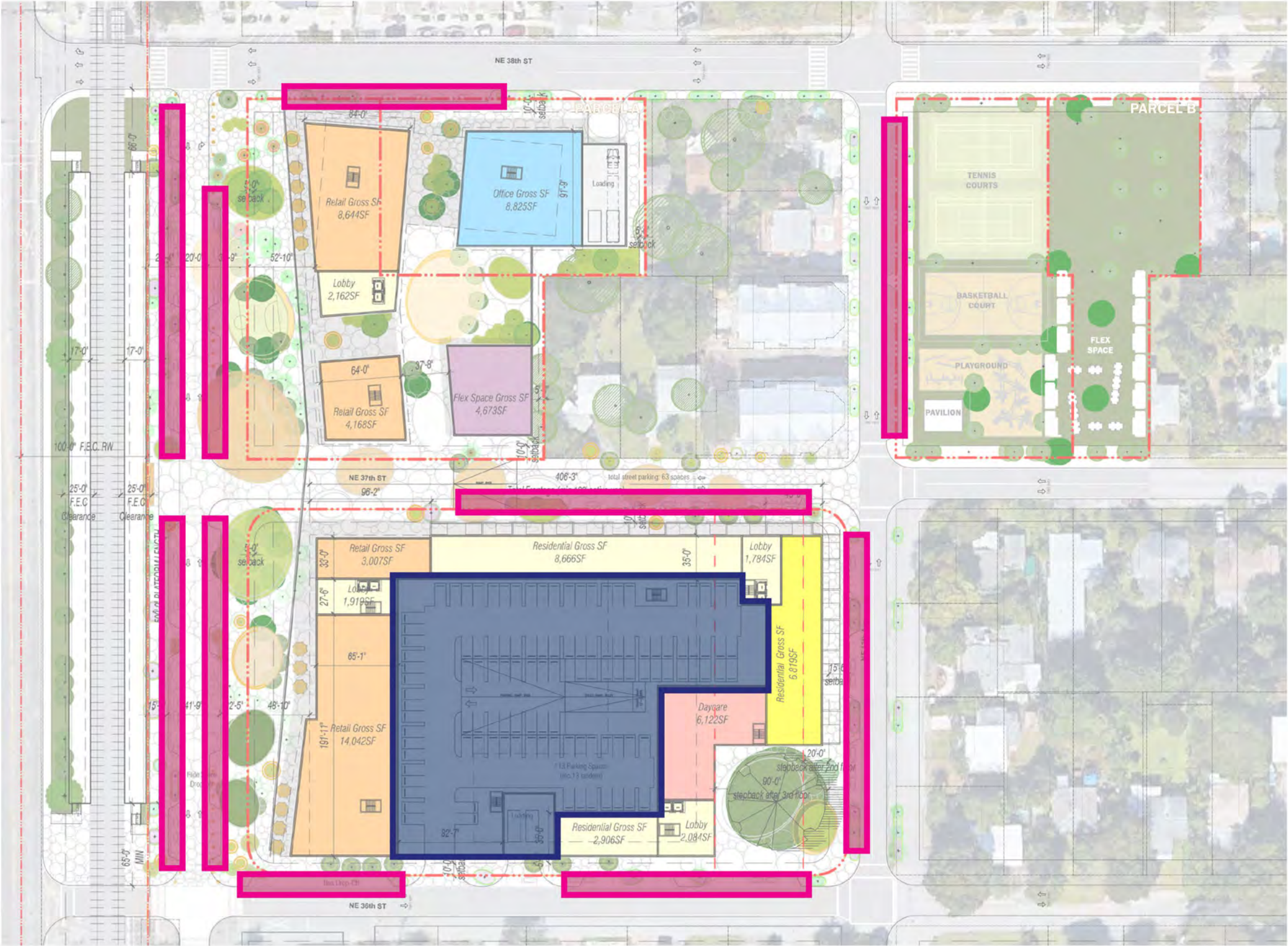
Complimenting the "Hub on 12th", the public open space and retail frontage strategy connects pedestrians along the 12th ave woonerf directly to small businesses. In addition, an elevated front porch allows for abundant outdoor seating and relaxation for viewers to enjoy while overlooking the woonerf park. The woonerf acts as a vital pedestrian thoroughfare connecting the site to the heart of the Oakland Park Culinary District while providing an enriching and community-centered experience. Continuing from 12th ave, 37th street acts as a smaller scale pedestrian-oriented street that connects users directly to Greenleaf Park and a flexible community farmer's market.



Integration of Future Train Stop

The site offers flexibility in connecting users to the future train platform. Here, each end of the woonerf provides ample room for parking and drop-offs zones at critical intersections, while 37th street connects to the center platform. The central platform connection acts as the heart of the woonerf, activating a main plaza space for community and social gathering opportunities.

B.4. Development Program
c. Parking



TOTAL: 752 SPACES

-  ON-STREET PARKING (PUBLIC)
53 parking spaces
-  OFF-STREET PARKING
699 parking spaces

B.4. Development Program
d. Woonerf Development



Woonerf Development

Woonerf on 12th Avenue provides a unique opportunity for social mixing of businesses, residents, and multi-modal commuters. The living street provides a seamless streetscape experience where pedestrians and cyclists are prioritized over motorists. With a capacity to host a diverse range of programs, including community events and culinary festivals, the woonerf will serve as a regional destination leveraging proximity to the train station and new residences. Flexible open plazas, multi-use lawns, and robust planting areas featuring native Oakland Park flora will provide respite for both local fauna and humans alike.

B.4. Development Program
d. Woonerf Development



Giralda Plaza, Miami, Florida | Local Office Landscape and Urban Design



Vizcaya Station, Miami, Florida | Terra + Zyscovich



Grove Central, Miami, Florida | Terra



Sunset Shops, Miami, Florida | Zyscovich

B.4. Development Program
e. Integration of Future Train Stop



Integration of Future Train Stop

The proposed station along the Tri-Rail Green Line will serve as a gateway to Oakland Park and reduce travel time for local commuters currently split between the Cypress Creek and Broward Blvd stations. Accessible connections to other modes of transportation such as trolleys, bicycles, and ride-share drop-offs will be prioritized to promote non-vehicular means of circulation. Native flowering trees and vegetation will highlight entrances and serve as wayfinding to accentuate the commuter experience.

B.4. Development Program

e. Integration of Future Train Stop

Grove Central Station

Grove Central, Terra’s mixed-use development at the Coconut Grove Metrorail station, represents our ability to successfully execute Transit-Oriented Developments. Its location right on the Metrorail line positions Grove Central to capture a high daytime population of riders moving among sought-after Greater Miami areas that include Pinecrest, Brickell, Dadeland, and Miami International Airport. This exceptional site – at a busy hub of multimodal transportation – connects residents and visitors to the area’s most desirable destinations for work, relaxation, and shopping.



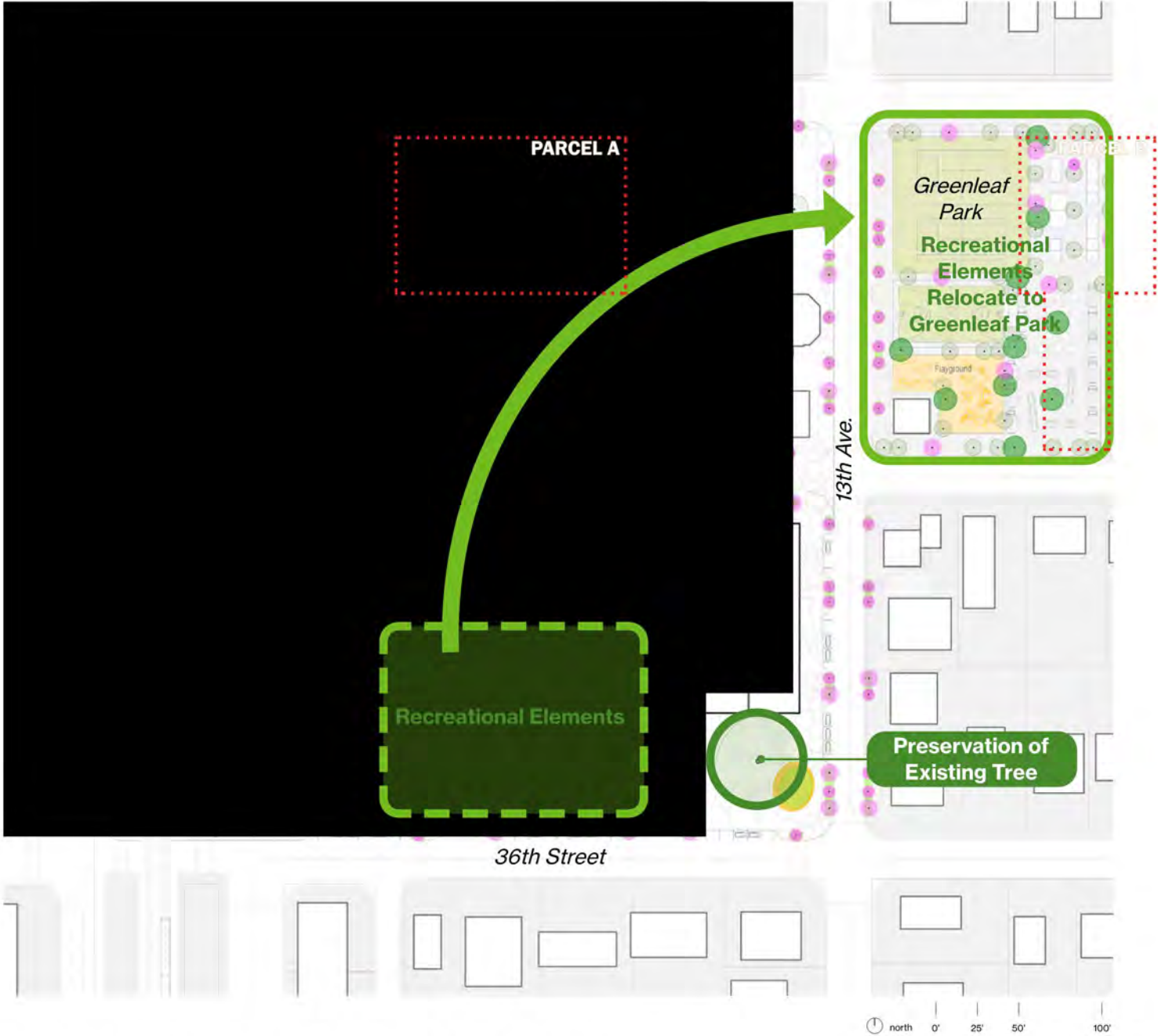
Upland Park

Upland Park is a 47-acre Transit-Oriented Development (TOD) that will become South Florida's first fully integrated, transit-served community built from the ground-up, adjacent to Miami-Dade County SMART Plan's Dolphin rapid transit station. The project will become a resilient 21st Century Smart Community designed on the precept of transit-supportive land uses, mobility alternatives, and ample open spaces to create holistic live, work, and play environments. The development is laid out in two distinct districts and connected by a multimodal street prioritizing comfortable and safe pedestrian sidewalks and bicycle facilities. This connection provides direct access to the transit station, which becomes the community's epicenter, encouraging ridership and accessibility to its residents and patrons onto the County's rapid-transit system.



B.4. Development Program

f. / g. Sections. Preservation of Open Space + Greenleaf Park Relocation



Preservation of Open Space + Greenleaf Park Relocation

The proposed relocation of Greenleaf Park and preservation of the historic tree on the corner of 36th Street and 13th Ave presents an opportunity to transform 13th Ave into a lush, Green Street corridor that connects users to equitable public open spaces. The future Greenleaf park will accommodate diverse program opportunities, including recreational facilities, playgrounds, community events, and farmer's markets.

Development Program
h. Development Approach

Our development team's core value - the foundation of our belief system - remains the same as it has been for the past twenty years: build community.

We care deeply about our neighborhoods. We want to enhance them, make them stronger as social entities, listen to their singular voices and give hope to future generations. This, we understand, is the way towards a true form of sustainable development.

With the opportunity to shape the City of Oakland Park for decades, we have made it our goal to create a design that is fully responsive to the surrounding context.

We have made it our priority to incorporate neighboring businesses such as Funky Buddha into our design by encouraging pedestrian flow between sites, while also respecting the community's desire to maintain certain elements such as the beloved historic tree. This demonstrates our commitment to delivering a project that not only respects but strives to enhance the city's existing value. When completed, our development will feel new and fresh, yet familiar and cohesive with the surroundings, giving the community and visitors the sense that the final product was always meant to be here.

Our team has worked closely on past projects, from acquisition to asset management, with each consultant involved. Our goal is to always create a working relationship that promotes collaboration and transparency through all phases of the development process to capitalize on each team members expertise. The open collaboration model encourages interactions and maximizes efficiency through its direct all-hands-on-deck problem solving approach.



B.4. Development Program
i. / n. Sections

i. Grant Partnership Opportunities

Our team has deep experience working with Local, State and Federal governments in various partnerships. We will work closely with the City of Oakland Park to help attract and secure grants as may be applicable for this redevelopment project.

j. Affordable Housing Strategy

Our team is committed to designating approximately 10% of the final residential program to affordable/workforce housing units. This strategy will increase access to affordable/workforce housing in Oakland Park and fit in the context of developing a community-based development ideal for artists and creators. In total, 13,498 SF will be dedicated to serving the creative community via office and flex space while an additional 6,122 SF will be used as a day care space to allow for owners to work on their business while children are being cared for. This will encourage a development that has the collaborative energy required for successful maker spaces, drawing inspiration from projects such as Industry City in Brooklyn, NY.

k. Sustainable Elements
(see pages 106-109 for details)

l. Small Business Opportunities

Our open and integrated design focuses on exterior spaces, which will help serve the small business community by creating interactions that drive business. With our plan to dedicate a portion of our commercial footprint to maker space we will be directly serving the local small business community. Similarly, rather than designing spaces that are internally focused, our plan connects to the surrounding neighborhood, encouraging pedestrian traffic between existing context and the new development.

m. Adjacent Parcel Acquisition

Our goal is to expand the development to include as much adjacent land as possible. We have provided two options as a backup plan, with the full intention of acquiring both parcels “A” and “B” as outlined in the section B3 plans and section C2 financials.

n. Resiliency Commitment

In addition to our resiliency strategy outlined in section B4, we are also committed to utilizing sustainable elements throughout the development. This project is aiming to achieve a Connected, Compact, and Complete community; one that is tied to the neighborhood in a way that is socially just, environmentally restorative, and economically viable. The project team is carefully selecting all materials based on their overall impact on both human health and environmental health. In addition to the aesthetic and durability, materials are being vetted for performance based on industry best practices promoting material ingredient transparency, such as Environmental Declarations (EPDs) and Health Product Declarations (HPDs). All materials on the interior of the building will aim to meet strict low VOC (volatile organic compound) emissions including walls, ceilings, paints, flooring, insulation, and wood. The exterior lighting design will plan for light fixtures that limit backlight, uplight and glare to avoid light trespass and pollution in order to protect wildlife, while at the same time, focusing downward to enhance the security of the property. These material elements, combined with EV charging stations and connections to shared forms of transportation will ensure that Oakland Park is at the forefront of current sustainable development practices.

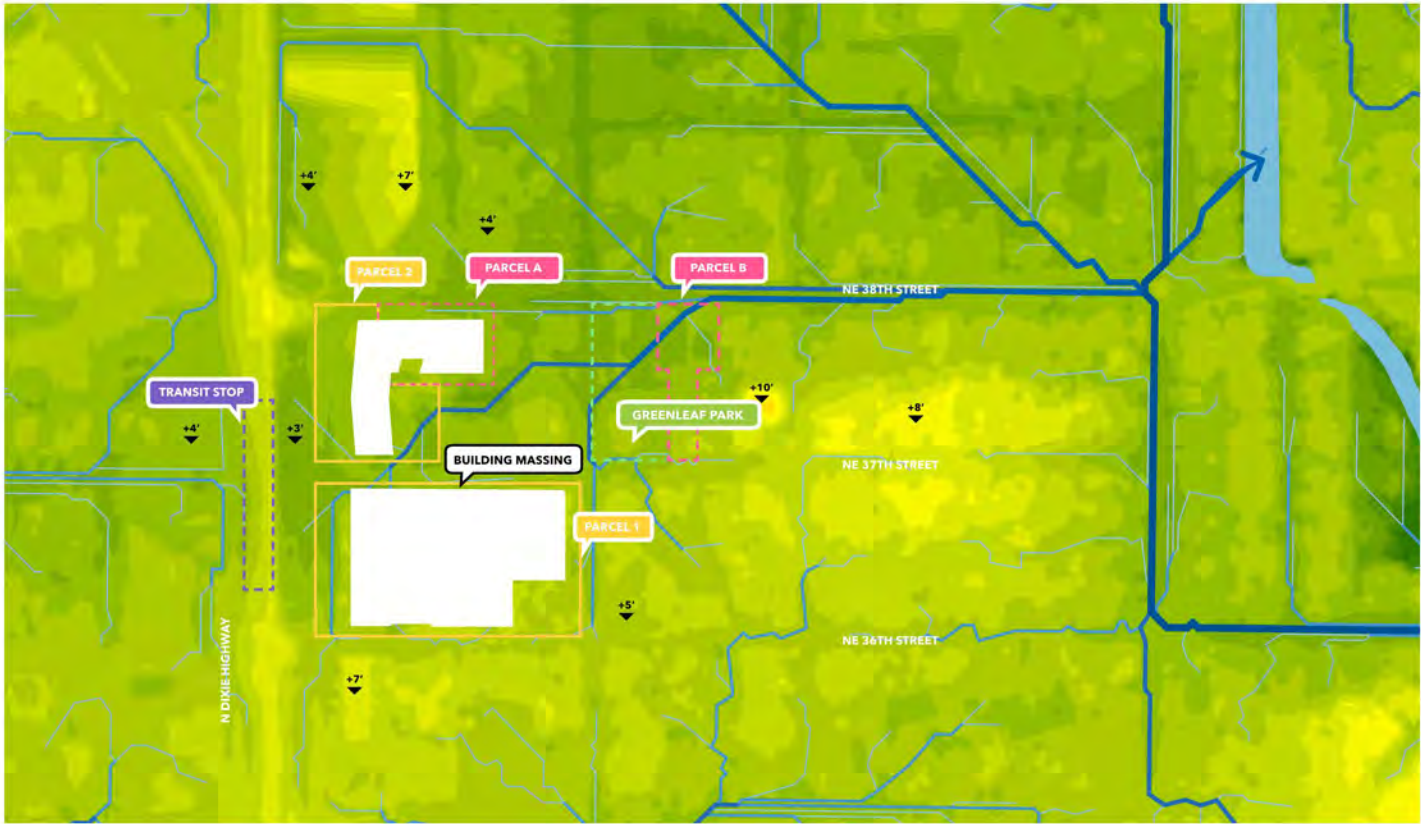


B.4. Development Program
k. Sustainable Elements



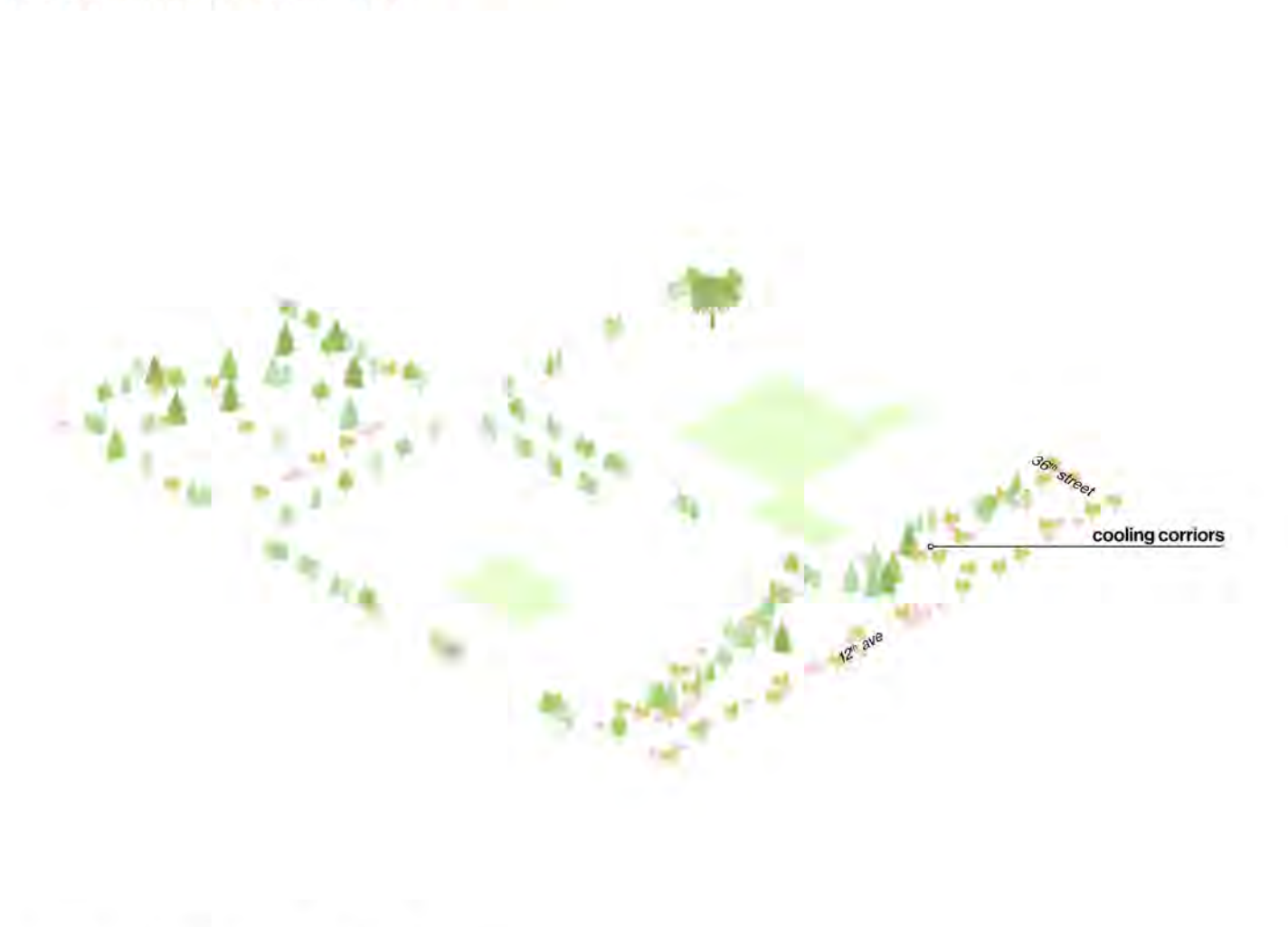
Regional to Local Resiliency Strategy

Oakland Park basin has four water vulnerabilities sea surges, Everglades flooding, groundwater rising, and increasing “rain bombs” that result in frequent socioeconomic disruptions that this project will reduce. Water quality of the region, from Sea to Creek, is improved when inland sites are designed as a regional steward. The project functions as an elevated and porous community resiliency hub for the neighborhood. The current standard of 10-year stormwater design will be exceeded exponentially to operate at the level of climate change. This high-performance flood landscape is achieved by leveraging the existing neighborhood drainage corridors that emerge after city drains are overwhelmed during catastrophic rain events. The low-lying areas adjacent to the project will have reduced flooding from a series of blue and green streets with bio retention that absorb and hold water to be reused or released after the floods recede.



B.4. Development Program

k. Sustainable Elements

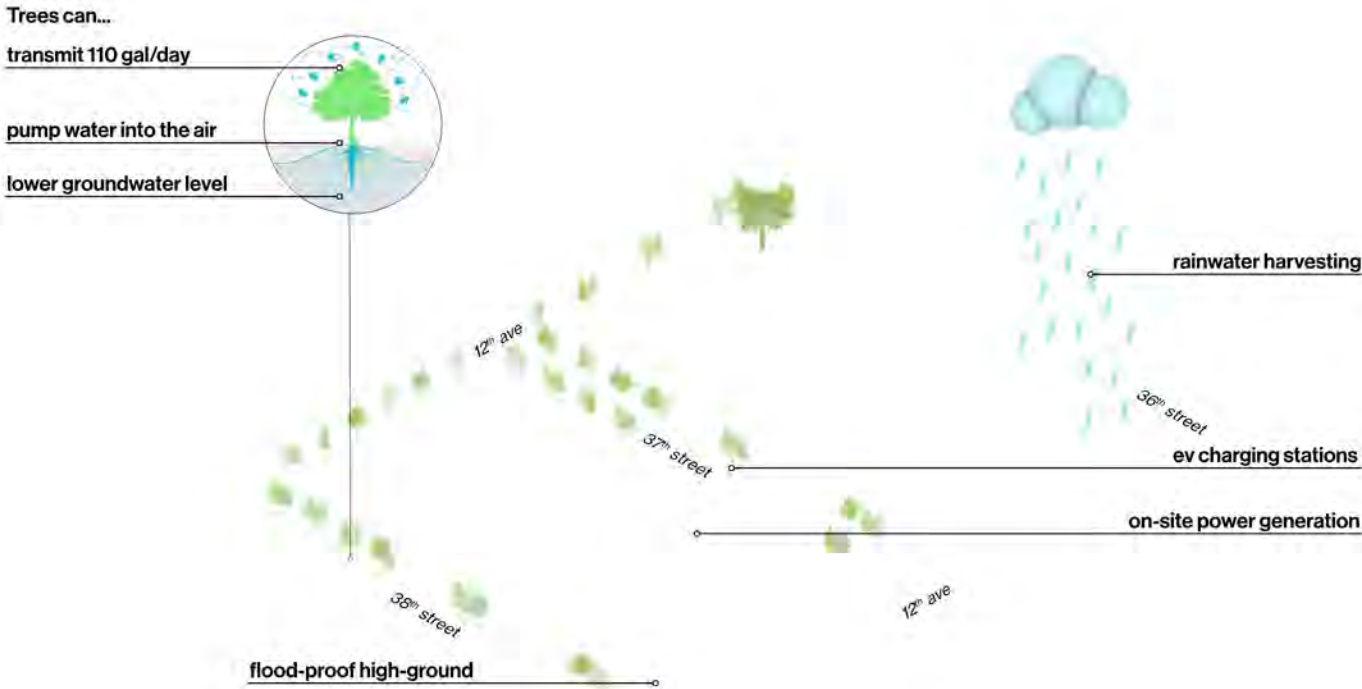


Open Space and Woonerf Strategy

Inspired by the region's old-growth oak forests, a rich, biologically diverse native landscape frames key corridors and pedestrian thoroughfares surrounding the site. By connecting to 12th avenue, the pedestrian and car-friendly woonerf introduces larger civic rooms to the area. Acting as a "living street," the woonerf provides access to green open spaces for diverse recreational opportunities and plazas for social engagement. Meanwhile, 37th street acts as a pedestrian greenstreet and linear plaza connecting residents and guests through the train station platform directly to Greenleaf Park.

- 1. Flood Elevations:** Special considerations have been given to addressing flood elevations on site. Please note our resiliency strategy to water vulnerabilities outlined on page 106.
- 2. On Site Power Generation:** We have included solar panels on the roofs of buildings throughout the site as an option for potential on site generation.

- 3. EV Charging Stations:** EV stations are incorporated throughout the development. Our team has made specific budgetary considerations noted in section C for EV charging stations.
- 4. Rainwater Harvesting:** Rainwater is harvested across the site through the use of specific tree types, and ground conditions. Please note the expansion of this concept on page 109 and noted on the accompanying diagram.



Landscape Resiliency Strategy

The resilience strategy is composed of a holistic approach that capitalizes on the region's natural elements for renewable bases of energy and resources. This futureproof landscape consists of solar arrays that capture the sun's abundant energy, geothermal systems that create efficient heating and cooling buildings, and stormwater infrastructure that captures water for reuse within and around the site. In addition, a raised plinth connects the buildings to the central platform, offering resilient elevations against future flood scenarios. Further study on the financial feasibility of the extents of solar arrays and infrastructural systems will be considered.

A mature tree can transfer 100 gallons per day within the landscape, lowering the groundwater into the atmosphere through evapotranspiration while reducing the urban heat island effect. When tree roots are networked to each other through structural soils and bioretention, this urban forest can keep millions of gallons from low-lying flooding areas, self irrigate, and survive windstorms by holding each other up. This "living street" approach turns trees into utilities, reducing disaster recovery needs after hurricanes.

B.5. Identification of Developer Negotiating Team

David Martin
CEO, Terra

As the CEO of Miami-based development firm Terra, David Martin has cultivated a portfolio of more than five million square feet of residential and commercial real estate valued in excess of \$8 billion. The firm is active across all major real estate asset classes, including multifamily apartments, luxury condominiums and single-family residences, retail and office space, hotels, and industrial properties. Mr. Martin oversees several facets of Terra’s business, including real estate development, design, construction, financing, marketing, sales, and leasing.

Under Mr. Martin’s leadership, Terra has achieved international acclaim for its commitment to design excellence, resiliency measures, and sustainable development. Since launching the firm in 2001, Mr. Martin has excelled at assembling multidisciplinary teams of architects, designers, planners, engineers and builders to bring projects to life. Recent examples include Rem Koolhaas/OMA, Renzo Piano, Bjarke Ingels, Daniel Buren, Ruben and Isabel Toledo, Meyer Davis Studio, William Sofield, West 8, Chef Michael Schwartz, Rene Gonzalez, Chad Oppenheim, RDAI, Gabellini Sheppard and more.

A Florida native, Mr. Martin has taken a proactive role in ensuring his hometown is built to last. Terra integrates green space, resilient construction methods, transit connectivity, and renewable energy into its developments wherever possible. Additionally, Mr. Martin has been and is involved in several boards and organizations, including serving as a member of Miami-Dade County’s Biscayne Bay Task Force, an Advisory Board member for the University of Miami’s Masters in Real Estate Development + Urbanism (MRED+U) program, Chair of the Neighborhoods Committee for The Underline, a 10-mile linear park now under construction in Miami, as well as an active member of the Sea Level Rise Committee.

Michael A. Comras
President and CEO, The Comras Company

Michael Comras is President and CEO of The Comras Company (TCC), a full-service real estate brokerage and investment firm that has led the transformation of South Florida’s most desirable commercial destinations

Founded in 1992 upon Comras’ arrival in Miami Beach from New York City after a successful career representing some of New York’s most prominent office landlords and tenants, TCC has since spearheaded leasing, marketing and redevelopment strategies in neighborhoods including South Beach, Lincoln Road, Wynwood, Downtown Miami, Brickell, Coral Gables, The Design District, Aventura, South Miami, Pinecrest, Coconut Grove and East Las Olas Boulevard.

Comras earned an MBA at Pace University and a bachelor’s degree at University of Miami. He is an active member of the International Council of Shopping Centers (ICSC) and the Realtor Association of Greater Miami and the Beaches. He serves on the University of Miami Real Estate Advisory Board and is often called upon to speak to business and real estate groups.

A former chairman of The Lincoln Road Marketing Association, he is currently a member of the Lincoln Road BID and serves as a Board member for the Coconut Grove BID. He has served on the Miami Beach Mayor’s Blue-Ribbon Task Force on Tourism-Retail-Nightlife/Dining. Charitable activities include involvement in the AIR Society of National Jewish Health (founding member), Women of Tomorrow, The Bass Museum, Mount Sinai Medical Center, Jackson Health, and Nicklaus Children’s Hospital.

Ellen C. Buckley
VP, Director of Development

Ellen C. Buckley spearheads development efforts for various residential, commercial and mixed-use projects at Terra. With almost 23 years in the industry, Ms. Buckley manages projects from acquisition through delivery. Prior to Terra, Ms. Buckley managed a diverse portfolio of development projects (high-rises, hospitality/entertainment projects, master plan developments, retail and office), both within the United States and in Southeast Asia. Ms. Buckley holds graduate degrees from the University of Pennsylvania, earning a Certificate in Real Estate Development & Finance from The Wharton School and a Masters of Science in Historic Preservation, and a Bachelors of Architecture with a minor in Spanish from the University of Miami, where she graduated first in her class.

Hash Alyawer
VP, Finance

Hash Alyawer is responsible for underwriting new acquisitions, as well as management and execution of all capital markets and disposition activity. Prior to joining Terra, Mr. Alyawer was an analyst at Starwood Property Trust where he was involved in the underwriting and acquisition of \$1.76B of CMBS loans, as well as restructuring distressed commercial debt and repositioning properties located nationwide. Mr. Alyawer received a Bachelor of Science degree in finance from the University of Florida and has held a Chartered Financial Analyst designation since 2014.

Eric Singer
Partner, Bilzin Sumberg

Eric Singer is a member of Bilzin Sumberg’s P3 and Government Contracting team. Eric represents both public- and private-sector clients in the areas of government contracting and complex government transactions, including public-private partnerships (P3). Eric has negotiated development agreements for a wide variety of public assets and public-private developments, and has represented clients on some of Miami’s most transformative public-private projects. Eric also handles the full spectrum of public-contracting issues, from preparation of proposals through appeals of administrative bid protests. Eric also routinely represents clients in connection with post-award contract compliance and regulatory compliance, including compliance with the myriad of regulations applicable to the development of government-owned property, including contractor-wage regulations, subcontractor-preference regulations (such as DBE, MBE, WBE, and SBE requirements), and public-art requirements.

C

Financial Plan

C.1. Purchase Price / Lease Payment

Development Plan Summary

Development Timeline

Predevelopment:
18 Months

Construction:
20 Months

Stabilization of Property
after CO: 12 Months

Program and Stabilized Property Financials

OPTION 01: BASE CASE PROGRAM			
Multifamily	308 Units	944 Units	290,895 SF
Retail			37,484 SF
Office Flex			3,890 SF
Total			332,269 SF

MULTIFAMILY			
Base Rent	\$2.65	\$30,034	\$9,250,461
Other Income/Concessions		\$751	\$ 231,262
Potential Gross Income		\$30,785	\$9,481,723
Vacancy	5.00%	\$1,539	\$474,086
Effective Gross Income		\$29,246	\$9,007,636
Expenses		\$10,117	\$3,115,941
Multifamily NOI		\$19,129	\$5,891,695

RETAIL			
Base Rent		\$35.00	\$1,311,940
Vacancy (%PGI)		5.00%	\$65,597
Retail NOI			\$1,246,343

OFFICE			
Base Rent		\$35.00	\$136,150
Vacancy (%PGI)		5.00%	\$6,808
Office NOI			\$129,343

Property NOI			\$ 7,267,381
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PROPOSED OFFER		
Description	Amount	
Gross Ground Lease Payment	\$236,201,547	
Affordable/Workforce/Office/Flex/Day Care	\$7,654,400	
Future Train Stop	\$2,000,000	
Parking	\$2,000,000	
Woonerf	\$500,000	
Greenleaf Park	\$150,000	
Total	\$248,505,947	

OPTION 02: WITH PARCELS A&B PROGRAM			
Multifamily	339 Units	942 Units	319,419 SF
Retail			35,983 SF
Office Flex			12,622 SF
Total			368,024 SF

MULTIFAMILY			
Base Rent	\$2.65	\$29,963	\$10,157,524
Other Income/Concessions		\$749	\$253,938
Potential Gross Income		\$30,712	\$10,411,462
Vacancy	5.00%	\$1,536	\$520,573
Effective Gross Income		\$29,177	\$9,890,889
Expenses		\$10,109	\$3,427,097
Multifamily NOI		\$19,067	\$6,463,792

RETAIL			
Base Rent		\$35.00	\$1,259,405
Vacancy (%PGI)		5.00%	\$62,970
Retail NOI			\$1,196,435

OFFICE			
Base Rent		\$35.00	\$441,770
Vacancy (%PGI)		5.00%	\$22,089
Office NOI			\$419,682

Property NOI			\$8,079,908
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PROPOSED OFFER		
Description	Amount	
Gross Ground Lease Payment	\$236,201,547	
Affordable/Workforce/Office/Flex/Day Care	\$10,308,800	
Parcel A Acquisition	\$2,700,000	
Future Train Stop	\$2,000,000	
Parking	\$2,000,000	
Parcel B Acquisition	\$1,500,000	
Woonerf	\$500,000	
Greenleaf Park	\$150,000	
Total	\$255,360,347	

C.1. Purchase Price / Lease Payment

The proposer is seeking to acquire the city owner properties via 99-year ground lease. The proposed ground lease will include a \$750,000 upfront payment to be paid 30 days after execution of ground lease agreement. The ground leases scheduled payments will begin at earlier of 48 months from development agreement execution or TCO of property. The initial scheduled payment will be \$400,000 and will grow at 3%. It is important to note that the ground lease schedule referenced below will not be affected/dependent on the success of the acquisition of Parcel A or B as we are proposing to acquire Parcel A and B via fee simple acquisition. Additional contributions are outlined in following pages.

City Owned Property
Term: 99 Year Ground Lease
Extensions: One 99-Year Extension
Annual Growth: 3%

Upfront Payment: \$750,000
(To be paid 30 days after execution of ground lease agreement)

Ground Lease Payments: Payments commence at the earlier of 48 months from development agreement execution or TCO of property.

Gross Value of Payments: \$236,201,547
(Including Upfront Payment)

GROUND LEASE PAYMENT SCHEDULE							
Note: Schedule does not display \$750,000 upfront payment							
Year	Payment	Year	Payment	Year	Payment	Year	Payment
1	400,000	26	837,511	51	1,753,562	76	3,671,570
2	412,000	27	862,637	52	1,806,169	77	3,781,717
3	424,360	28	888,516	53	1,860,354	78	3,895,169
4	437,091	29	915,171	54	1,916,165	79	4,012,024
5	450,204	30	942,626	55	1,973,650	80	4,132,385
6	463,710	31	970,905	56	2,032,859	81	4,256,356
7	477,621	32	1,000,032	57	2,093,845	82	4,384,047
8	491,950	33	1,030,033	58	2,156,661	83	4,515,568
9	506,708	34	1,060,934	59	2,221,360	84	4,651,035
10	521,909	35	1,092,762	60	2,288,001	85	4,790,566
11	537,567	36	1,125,545	61	2,356,641	86	4,934,283
12	553,694	37	1,159,311	62	2,427,340	87	5,082,312
13	570,304	38	1,194,091	63	2,500,161	88	5,234,781
14	587,413	39	1,229,913	64	2,575,166	89	5,391,825
15	605,036	40	1,266,811	65	2,652,420	90	5,553,579
16	623,187	41	1,304,815	66	2,731,993	91	5,720,187
17	641,883	42	1,343,960	67	2,813,953	92	5,891,792
18	661,139	43	1,384,278	68	2,898,371	93	6,068,546
19	680,973	44	1,425,807	69	2,985,323	94	6,250,603
20	701,402	45	1,468,581	70	3,074,882	95	6,438,121
21	722,444	46	1,512,638	71	3,167,129	96	6,631,264
22	744,118	47	1,558,017	72	3,262,143	97	6,830,202
23	766,441	48	1,604,758	73	3,360,007	98	7,035,108
24	789,435	49	1,652,901	74	3,460,807	99	7,246,162
25	813,118	50	1,702,488	75	3,564,631		

C.2. No City Contributions Requested

Potential Acquisition Sites

Proposer will actively work to acquire both Parcel A & B to develop a larger project. It is understood that Parcel B will be used for the expansion of parks and open space for the community.

Parcel A Projected Purchase Price: \$2,700,000
Parcel B Projected Purchase Price: \$1,500,000

City Contributions Requested:

At this time, we are not requesting any financial incentives or services/commitments from the city or other governmental entities. We believe the strength of this project and proposer will exceed any need for city contributions/assistance.

Value: N/A
Scope: N/A

Woonerf:

The proposer has allocated \$500,000 specifically to the development of the Woonerf. Please note as part of the development we also have a landscaping budget which will further supplement the woonerf development.

Value: \$500,000
Scope: Delivery of Woonerf (Up to \$500,000)

Buildout/Relocation of Greenleaf Park:

The proposer has allocated \$150,000 specifically for the relocation of all recreational elements currently on the city owned lots to Green Greenleaf Park.

Value: \$150,000
Scope: Buildout/Relocation of Greenleaf Park (Up To \$150,000)

Future Train Stop:

The proposer has allocated \$2,000,000 specifically for the development of the future train stop. The proposer is currently developing a transit mixed-use project in coconut grove which is integrated with a train station and bus terminal. The development of the bus terminal is being developed at approximately \$2,000,000.

Value: \$2,000,000
Scope: Delivery of Future Train Stop (Up To \$2,000,000)

Parking

As part of the overall parking plan(which includes EV Stations) for the development the proposer will be developing 100 parking spaces for public use. At an approximate cost of \$20,000 per space the construction value is approximately \$2,000,000

Value: \$2,000,000
Scope: Delivery of Parking Spaces (Up to \$2,000,000)

Affordable Housing Strategy/ Creative Spaces:

Our team is committed to designating approximately 10% of the final residential program to affordable/ workforce housing units. This strategy will increase access to affordable/workforce housing in Oakland Park and fit in the context of developing a community-based development ideal for artists and creators. In total, 13,498 SF will be dedicated to serving the creative community via office and flex space while an additional 6,122 SF will be used as a day care space to allow for owners to work on their business while children are being cared for. This will encourage a development that has the collaborative energy required for successful maker spaces, drawing inspiration from projects such as Industry City in Brooklyn, NY. In total the affordable/ workforce units, office/flex and day care result in approximately 51,544 SF to support the neighborhood which has a construction cost of approximately of \$10,308,800 based on \$200/SF in costs.

Value: \$10,308,800
Scope: Delivery of Space (Up to \$10,308,800)

PROPOSED OFFER	
Description	Amount
Gross Ground Lease Payment	236,201,547
Affordable/Workforce/ Office/Flex/Day Care	10,308,800
Parcel A Acquisition	2,700,000
Future Train Stop	2,000,000
Parking	2,000,000
Parcel B Acquisition	1,500,000
Woonerf	500,000
Greenleaf Park	150,000
Total Proposed Value	255,360,347*

*With Acquisition of Parcels A & B

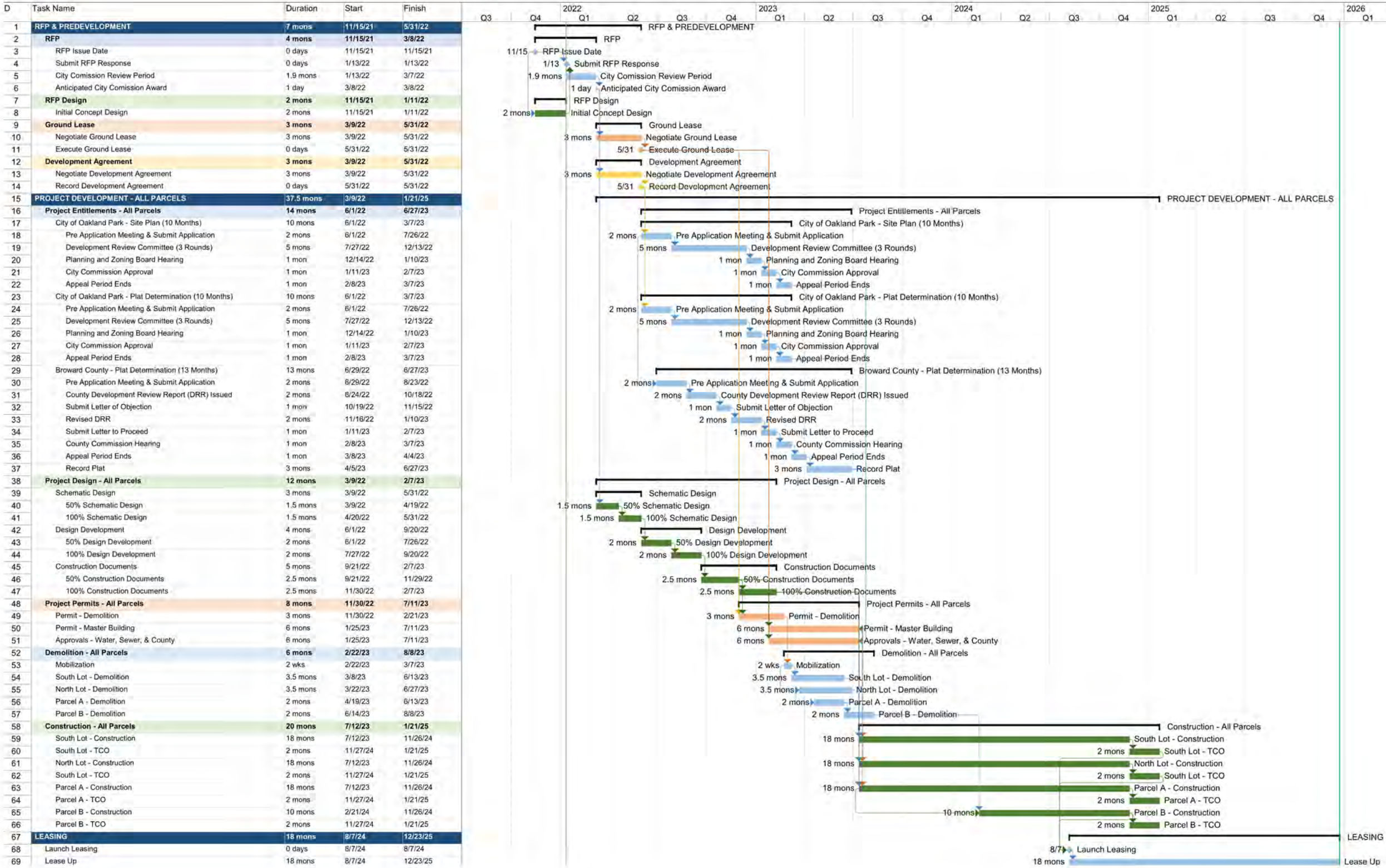
C.3. Developer Contributions Proffered

a. / e. Sections

Development Element	Amount	Narrative
1. City owned land purchase price/ground lease paid to City (paid to City)	Annual Ground Lease Payment 1st Year of Payment: \$ 400,000 For ground leases only, annual escalation: <u> 3 </u> %	Include the amount you are willing to pay the City for the purchase or lease of City owned land taking into account any investment in public projects below but inclusive of the expected benefits from City or other government incentives listed under 2 below. A brief narrative should be provided that details any terms of payments.
2. Requested city or other governmental financial incentives, in-kind services, or commitments (from City)	None	Include only the estimated dollar value of incentives from the city or other governmental entities you are requesting. If none, write "None". Briefly describe these incentives in a narrative section of the proposal.
3. Contribution to Woonerf	\$500,000 Value. Developer Delivery up to \$500,000 (expected to be all)	Estimated value of contribution to woonerf. If none, write "None" in the space provided. Provide brief narrative as to the scope of the investment, form of investment (i.e. developer delivery, cash contribution), and what portion of the public project the investment is expected to cover (i.e. all, ½, ¼, etc.).
4. Contribution to future train stop	\$2,000,000 Developer Delivery of Train Stop up to \$2,000,000 (expected to be all)	Estimated value of contribution to train stop. If none, write "None" in the space provided. Provide brief narrative as to the scope of the investment, form of investment (i.e. developer delivery, cash contribution), and what portion of the public project the investment is expected to cover (i.e. all, ½, ¼, etc.).
5. Number of Public parking spaces, and average total development cost per public space	Number of Private Parking spaces: 610 Parking Spaces of which 100 are Public Spaces (under Base Case) -and- Average total cost of development per public space: \$20,000 Cost Per Space	The number of public parking spaces to be delivered excluding any parking required to meet zoning and/or otherwise reserved at any time of day for development components included as part of the project proposal. Additionally, respondents should indicate the estimated cost of developing each additional public space. Proposers are encouraged to indicate if they are including EV Stations as a part of their parking component
6. Greenleaf Park	\$150,000 Buildout/Relocation o f Greenleaf Park up to \$150,000 (Expected to be all)	Estimated value of contribution to relocation of Greenleaf Park. If none, write "None" in the space provided. Provide brief narrative as to the scope of the investment, form of investment (i.e. developer delivery, cash contribution), and what portion of the public project the investment is expected to cover (i.e. all, ½, ¼, etc.).

C.4. Development Plan and Timeline

Timeline



D

Project Priority Alignment

D. Project Priority Alignment

Our team fully understands the goals of the City of Oakland Park and we have made it our development mission to not only meet, but exceed the requirements set forth in the RFP, as outlined in Section B of our response.

We have designed a project that looks to the future of the city to become an example of thoughtful, contextual, and sustainable practices that will influence other South Florida Transit Oriented Development's for decades to come. With an emphasis on successfully merging public and private spaces, our design is a physical representation of the benefits of Public Private Partnerships. Public gathering spaces

that connect seamlessly with private residential buildings and commercial spaces will create exciting opportunities for residents of Oakland Park to live, work, and play all within walking distance. This, combined with the connection to the new train station and sufficient parking will give residents the opportunity to live with or without a vehicle, a highly sustainable practice largely new to Oakland Park. We look forward to utilizing our expertise on sustainability, public private partnerships, and TOD's to develop a project that satisfies the needs of both existing and future community members in an integrated and forward-looking design.



E

Required Forms

E. Required Forms

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. The undersigned is an officer of the organization.
- b. The undersigned is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. The undersigned has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

	<u>DAVID MARTIN, MANAGER</u>
Authorized Signature	Printed Name & Title
<u>TERRA ACQUISITIONS FLORIDA, LLC</u>	<u>3310 MARY STREET SUITE 302</u>
Company Name	Company Address
<u>COCONUT GROVE, FL. 33133</u>	<u>01/11/2022</u>
City, State, Zip Code	Date
<u>(305) 416-4556</u>	<u>SSTECKEL@TERRAGROUP.COM</u>
Phone Number	Email Address

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF FLORIDA COUNTY MIAMI-DADE

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer TERRA ACQUISITIONS FLORIDA, LLC

Business address 3310 MARY STREET SUITE 302

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please check the appropriate paragraph below:

- ☒ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.
- ☐ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or

E. Required Forms

Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement



Proposer's Signature

Sworn to and subscribed before me on this 11 day of JANUARY, 2022

Notary Public Signature

(affix seal)

CARLA D. ARRIETA
Notary Public-State of Florida
Commission # HH 64652
My Commission Expires
November 17, 2024

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME	RELATIONSHIPS
_____	_____
_____	_____

NONE: ☒ _____



Signature of Proposer

Sworn to and subscribed before me on this 11 day of JANUARY, 2022

Notary Public Signature CARLA D. ARRIETA

(affix seal)

CARLA D. ARRIETA
Notary Public-State of Florida
Commission # HH 64652
My Commission Expires
November 17, 2024

E. Required Forms

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☒ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, DAVID MARTIN, MANAGER of TERRA ACQUISITIONS FLORIDA, LLC
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

[Signature]
Signature

DAVID MARTIN
Print Name

STATE OF Florida

COUNTY OF MIAMI DADE

SWORN TO AND SUBSCRIBED BEFORE ME this 11 day of JANUARY, 2022

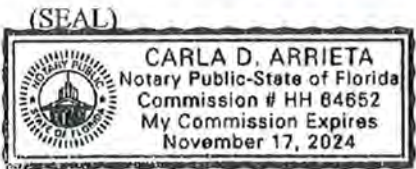
by DAVID MARTIN, to me personally known ☒ or produced

Identification _____ type of identification produced: _____

[Signature]
of Notary Public

My commission expires: 11/17/2024 Signature

Carla D. Arrieta
Print name of Notary Public



E. Required Forms

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

E-VERIFY FORM

I, DAVID MARTIN, MANAGER, on behalf of TERRA ACQUISITIONS FLORIDA, LLC
Print Name and Title Company Name

certify that TERRA ACQUISITIONS FLORIDA, LLC does not:
Company Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Signature]
SIGNATURE

DAVID MARTIN
PRINT NAME

TERRA ACQUISITIONS FLORIDA, LLC
COMPANY NAME

MANAGER
TITLE

Must be executed and returned with attached proposal to be considered.

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: TERRA ACQUISITIONS FLORIDA, LLC

Authorized Signature: [Signature]

Print Name: DAVID MARTIN

Title: MANAGER

Date: 01/11/2022

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1



Addendum #1

(Issued Monday, December 20, 2021)

DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT
PHASE TWO – DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS

RFP# 011322

This addendum is issued to make the following change(s)/correction(s)/clarification(s), to answer questions, or to provide additional information that may be helpful to respondents:

Question 1: Where can I find the approved plans that have been recently approved in Downtown? I believe Renee Miller referenced RAM's project and one other.

Answer 1: Please see the following Drop Box links:

Sky Building (NR Investments) 3701 and 3801 North Dixie Highway:
<https://www.dropbox.com/sh/una5o6adts390r6/AADnfy29c4uMA3Rrwl7Amj7oa?dl=0>

Blys Residential / Sprouts Retail (Ram Realty Advisors) 670 East Oakland Park Boulevard:
<https://www.dropbox.com/sh/dr4ln2i78f1369m/AADlBsh9EplIHwjoZDt2wEpa?dl=0>

Central Park (Smith Storage Inc.) 3301 North Dixie Highway:
<https://www.dropbox.com/sh/k9fud0g01wvexl/AADlBHD8AY1D-jLGgFigORc6a?dl=0>

Question 2: Is the final downtown code published? If so, where can I find this?

Answer 2: Yes. This section of the City's Code of Ordinances can be accessed here: **Chapter 24, Article XX**
https://library.municode.com/fl/oakland_park/codes/code_of_ordinances?nodeId=COOR_CH24LADECO_ARTXXOAPADODEDIOPRE

Question 3: Zoning

- a. If our plan involves acquiring other sites, can we use the same zoning provided in the zoning report for the currently considered properties?
- b. Is the final downtown code published? If so, where can we find this?

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1

c. Where can we find the approved plans that have been recently approved in Downtown? I believe Renee Miller referenced RAM's project and one other.

Answer 3: a. The subject site is located within the Oakland Park Downtown Development District (OP3D) Downtown Core East subarea. Should other sites be acquired to be utilized in a particular development scenario, the specific zoning district and/or subarea of those parcels would apply to those sites. No additional rezoning of adjacent areas is anticipated. The OP3D zoning map can be located here:

https://library.municode.com/fl/oakland_park/codes/code_of_ordinances?nodeId=COOR_CH24LADECO_ARTXXOAPADODEDIOPRE_S24-264DISEA

b. See Answer 2.

c. See Answer 1.

Question 4: Does the City require that the public parking be publicly owned and/or operated, or can the proposal include privately owned and operated parking that reserves the desired number of public parking spaces for use by the public? Please advise of any other parameters with respect to the City's public parking requirements.

Is there a desired public parking space amount?

Answer 4:

- No, the City does not require that the public parking be publicly owned and/or operated.
- Yes, the proposal can include privately owned and operated parking that reserves the desired number of parking spaces for public use.
- There are no other parameters with respect to the City's public parking requirements.
- The City has not developed a desired public parking space number. In general, the City seeks to maximize public parking to support downtown activation, including the current available public parking, and the upcoming train platform to the extent that it is financially feasible for the development and future transportation needs. Please see RFP, Section VI: Proposal Deliverables, C. Financial Plan.

Question 5: Does City have a preference between ground lease or fee simple approach?

Answer 5: No, the City has no preference. See page 18 of the RFP, Section VI: Proposal Deliverables, C. Financial Plan.

Question 6: If acquisition of Parcel A and/or Parcel B is proposed, will the successful proposer still be permitted to acquire and develop the City-owned property if it is unable to acquire Parcel A or Parcel B despite its good-faith efforts to do so?

Answer 6: Yes

Question 7: Can the City please confirm a specific list of amenities that are to be moved from Parcel 1 to Greenleaf Park?

Answer 7: The intent is to maintain or increase the existing amenities including, but not limited to, the playground

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1

with rubberized surface and shade cover, tennis courts, basketball courts, pavilion, and greenspace. Please refer to page 12 of the RFP: "If a respondent includes Parcel B in a development proposal, Parcel B should be utilized solely for the expansion of parks and open space for the community."

Question 8: What are the final program elements for the park? Per the Mandatory Pre-Proposal meeting, I believe it was said that everything in the existing park would be moved to the new park.

Answer 8: See Answer 7.

Question 9: Does Section 14.C of the RFP limit communications between shortlisted proposers related to their responses to the RFP?

If there are no restrictions, may shortlisted proposers submit a joint proposal with one or more other shortlisted proposers or have an interest in the proposal of another shortlisted proposer? If cooperative proposals are permitted, is there a limit to the number of shortlisted proposers that can work together or submit a single joint proposal?

Answer 9: Yes, Section 14.C prohibits communications between the pre-qualified proposers responding to the RFP. Joint proposals from pre-qualified firms are not allowed. Section 14.B prohibits pre-qualified proposers from having a financial interest in the firm of another proposer as it relates to the RFP.

Question 10: Are the shortlisted proposers able to add another co-developer/partner to their RFP submission if they have not been a part of the process thus far?

Answer 10: Yes, provided the additional co-developer/partner is not replacing one already named in the proposer's RFQ submittal and that any additional co-developer/partner is not one of the other pre-qualified proposers for this solicitation. Also see Answer 9.

Question 11: Separately, does the City have an idea of timeframe for response to the submitted questions from each team?

Answer 11: Addendum will be issued December 20, 2021. See RFP Timeline.

Question 12: Is there a preferred size for the train stop? If so, please let us know that size.

Answer 12: Preliminary information from FDOT provides that the basic Train Platform will be approximately 500 feet in length by approximately 15 feet to 17 feet in width. Cities may be able to provide specific design features to brand their location. Please see attached preliminary concept from the 2019 Treasure Coast Study.

Question 13: When will the City issue the FDOT addendum?

Answer 13: FDOT recently informed the City they will need additional time to study the exact location of the train platform in the City of Oakland Park. As such, the City will not be able to release an updated report at this time. However, FDOT has confirmed that the platform will be positioned somewhere between NE 34 Court and NE 38 Street, along the FEC Railway.

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1

Question 14: Train Station

- a. Some of our ratings are "medium" should we be addressing those trying to make them high?
- b. Any rating on the other stations available?
- c. When will the City issue the addendum with update information from FDOT?

Answer 14:

- a. Please see attached FDOT Preliminary Station Area Analysis dated August 2021. Section 2 discusses the methodology of the Station Evaluation Criteria. Reassessment of the criteria would be in the purview of FDOT.
- b. Please see attached FDOT Preliminary Station Area Analysis dated August 2021
- c. See Answer 13.

Question 15: Could you please confirm the location of where the train stop will be on the site plan?

Answer 15: See Answer 13.

Question 16: Square footage & folio numbers includes:

- a. Please clarify what folio #'s are included in Parcel A and B, and the square footage of each lot.
- b. Please clarify what folio #'s are included in Parcel 1 and 2, and the square footage of each lot.
- c. Is the street/alley between in Parcel 2 part of the square footage?
- d. The appraisal in "Exhibit J-2, Appraisal Report-Commercial Lots, Vance" only includes folios 4942-2303-1020 and 4942-2303-1030. However, the site plan provided in the RFP also includes folio 4942-2303-1040 as part of Parcel A. Is there any reason why this folio was excluded of the appraisal? Has there been any indication in value of the entire Parcel A including all three folios?
- e. Is the new Greenleaf Park included and can that density be included in the overall project?

Answer 16: Refer to Broward County Property Appraiser website, www.BCPA.net:

a. Parcel A:	4942-2303-1020	Sq Ft. 16,776
	4942-2303-1030	Sq. Ft. 5,594
	4942-2303-1040	Sq. Ft. 8,389
Parcel B:	4942-2303-1230	Sq. Ft. 8,720
	4942-2303-1170	Sq. Ft. 16,795
b. Parcel 1:	4942-2325-0010	Acres 3.15

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1

Parcel 2:	4942-2303-0980	Sq. Ft. 10,582
	4942-2303-1000	Sq. Ft. 3,993
	4942-2303-1010	Sq. Ft. 8,193
	4942-2303-1130	Sq. Ft. 5,792
	4942-2303-1120	Sq. Ft. 11,585

- c. The North/South alleyway is not included in the square footage calculations above.
- d. For Parcel A, folio numbers 4942-2303-1020 and 4942-2303-1030 represent commercial properties, the associated appraisals reports, and values can be found in Exhibits J1 (Urban Group appraisal) and J2 (Vance appraisal). Folio number 4942-2303-1040 is a residential property which is also a part of Parcel A and has separate appraisal reports with values which can be found in Exhibits J3 (Urban Group residential appraisal) and J4 (Vance residential appraisal).
- e. Greenleaf Park is not included in the properties for development, this property is dedicated for the relocation of recreational amenities from Parcel 1. The density for the Greenleaf Park property cannot be included in the overall project. In addition, please note that Greenleaf Park is located in a completely different zoning district.

Question 17: Deliverables

- a. Could we submit other digital media aside from drawings and renderings (video/audio)
- b. Could you define Schematic Design in more detail. We usually consult with engineers at Schematic Design.

Answer 17: a. Yes

b. Staff agrees that full schematic engineering drawings are not required at this phase. The City is seeking conceptual site plans prepared by design professionals that provide a buildable, accurate representation of the proposed project including, but not limited to, detailed development program indicating totals square footage of each use, total number of dwelling units, total parking spaces, approximate open space percentage, and building renderings. The proposed Woonerf and Greenleaf Park should be included in the conceptual site plan.

Question 18: Master Plan Provided

- a. Could we deviate (how much) from the general massing and planning provided by the master plan?

Answer 18: Please see the City's statement regarding this located in **RFP Section III- Project Details, Program and Design, which reads:**

Program and Design

The City has developed the Downtown Properties Redevelopment Project Concept to provide a clear expression of the quality, scale, and content that it would like to encourage on this site. The City worked with Zyscovich Architects to evaluate the site, gain community input, conduct substantial transportation and economic analyses to establish the Downtown Properties Redevelopment Project Concept that is attached hereto as **Exhibit A**. In addition to residential and commercial uses, the concept includes the development of urban green spaces, promenades, and a living street also referred to as the "Woonerf". This project must also include the development and integration of a

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1

future commuter rail stop, as Oakland Park Downtown has been selected by FDOT Technical Analysis Team as the next train stop north of Fort Lauderdale (full report anticipated later this month). Successful proposers are encouraged to study the concept and understand its elements. While considerable time and effort has gone into the creation of the downtown properties concept, the City remains open to development firms using their creativity to provide other innovative and financially feasible project components using our site plan as a guide.

Question 19: Woonerf


- a. Will the Woonerf have routine events with street closures that would require temporary structures (tents, stages, etc.)?

Answer 19: Yes, it is our desire for this to be an activated space. Refer to Exhibit A.

For additional information related to projects in Oakland Park's Downtown District, please refer to the **City Investment in the Downtown** report attached.

Acknowledgment of Addendum #1

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidder should acknowledge this page and return it with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:		Company:	Terra Acquisitions Florida, LLC
Print Name:	David Martin	Date:	01/12/2022

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #2



Addendum #2
(Issued Tuesday, January 4, 2022)

DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT
PHASE TWO – DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS

RFP# 011322

This addendum is issued to make the following change(s)/correction(s)/clarification(s), to answer questions, or to provide additional information that may be helpful to respondents:

This addendum extends the deadline for questions until 5:00PM, Thursday, January 6, 2022. As soon as possible thereafter, the City will respond with a final addendum.

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Acknowledged by: 
Print Name: David Martin

Company: Terra Acquisitions Florida, LLC
Date: 01/12/2022

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3



Addendum #3 – Additional Q&A
FINAL ADDENDUM
(Issued Friday, January 7, 2022)

DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT
PHASE TWO – DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS

RFP# 011322

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- Question 1: Are proposers allowed to contact the owners of Parcel A and B?

Answer 1: They are not a part of City staff or consultants, and they are not subject to the Cone of Silence.
- Question 2: Will the city or the developer operate the public parking spaces in the garage?

Answer 2: Please see the answer to Question 4 of Addendum #1, issued December 20, 2021.
- Question 3: Is the site within the CRA?

Answer 3: All portions of the site that are located west of NE 13 Avenue are located within the CRA boundaries; therefore, Parcel B and the Greenleaf Park Site are not located within the CRA.
- Question 4: Does the CRA have any funds or are they TIF-less (meaning they have no revenue sources)

Answer 4: The Oakland Park CRA is a TIF-less CRA.

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3

Question 5: What level of detail is the City looking for on the development plan and critical path? Can you please provide an example?

Answer 5: The intent of this request is to understand the firm's approach and timeline for planning and zoning approvals, building permitting, financing, construction phasing (if applicable), approach to tenant attraction, and development activation. Proposers are encouraged to provide the level of detail requisite to communicate these elements to the evaluation committee.

Please note that the RFP states the following:

Timeline and Development Plan

The City desires a development partner that has the capacity, desire, and operational structure to support the timeline and efficient development of this project. As such, the city will give greater weight to proposals that are able to achieve final completion of this project with forty-eight (48) months from development agreement execution, with reasonable extensions associated with unanticipated delays in the vacation of City Hall or force majeure.

Question 6: The city mentions financial contributions towards the completion of the Woonerf in section VI of the RFP. To help ensure that proposers can accurately price these contributions, can you please provide estimated costs or projections the city has for the Woonerf? If no such costs or projects are currently available, can the city provide an estimate that proposers can utilize as a baseline assumption for purposes of their proposals?

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RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3

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Question 8: In light of the extended question deadline, proposers will need a reasonable period of time to evaluate the responses received from the city and adjust their proposals accordingly. Will the city extend the response deadline to a date that is at least two weeks after the issuance of the final Q&A addendum?

Answer 8: In light of the questions received, the City does not believe that a time extension is required. As such, the deadline for responses will remain Thursday, January 13, 2022, at 4:00 PM.

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Answer 9: Yes, this was a scrivener's error and should have stated SE Corner. For clarity, please see image below:



E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3

Acknowledgment of Addendum #3

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidder should acknowledge this page and return it with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by:
Print Name:


David Martin

Company:
Date:

Terra Acquisitions Florida, LLC
01/12/2022

DRUG-FREE WORKPLACE

The undersigned representative of the Proposer, in accordance with Section 287.087, Florida Statutes, hereby certifies that Terra Acquisitions Florida, LLC, does:

1.

publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2.

inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3.

give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1).
4.

in the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Section 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction;
5.

impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted; and
6.

make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the Proposer complies fully with the above requirements.



Signature (Blue ink only)

DAVID MARTIN

Print Name

MANAGER

Title

01/11/2022

Date

E. Required Forms

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. The undersigned is an officer of the organization.
- b. The undersigned is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. The undersigned has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

 Authorized Signature	Michael Comras, President Printed Name & Title
The Comras Company of Florida, Inc. Company Name	1261 20th Street Company Address
Miami Beach, FL 33139 City, State, Zip Code	1/12/2022 Date
305.532.0433 Phone Number	michael@comrascompany.com Email Address

SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida COUNTY Miami Dade

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer The Comras Company of Florida, Inc.

Business address 1261 20th St, Miami Beach, FL 33139

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.


I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please check the appropriate paragraph below:

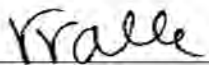
- ☒ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.
- ☐ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or

E. Required Forms

Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____, A copy of the order of the Division of Administrative Hearings is attached to this statement


Proposer's Signature

Sworn to and subscribed before me on this 12 day of January, 22


Notary Public Signature

(affix seal)

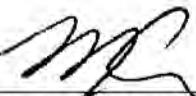


NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME	RELATIONSHIPS
_____	_____
_____	_____

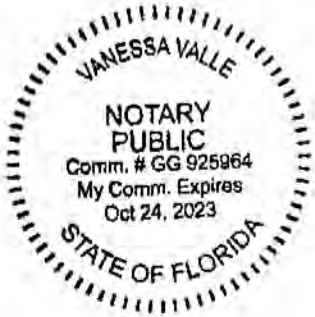
NONE: X


Signature of Proposer

Sworn to and subscribed before me on this 12 day of January, 20 22


Notary Public Signature

(affix seal)



E. Required Forms

DOMESTIC PARTNERSHIP CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☒ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____.

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, Michael Comras, President of The Comras Company of Florida, Inc.
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

[Signature] Michael Comras
Signature Print Name

STATE OF Florida

COUNTY OF Miami Dade

SWORN TO AND SUBSCRIBED BEFORE ME this 12 day of January, 2022

by Michael Comras, to me personally known or produced

Identification type of identification produced:

V. Valle My commission expires: 10/24/2023 Signature
of Notary Public (SEAL)

Vanessa Valle
Print name of Notary Public



E. Required Forms

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

I, Michael Comras, on behalf of The Comras Company of Florida, Inc.,
Print Name and Title Company Name
certify that The Comras Company of Florida, Inc. does not:
Company Name

- 1. Participate in a boycott of Israel; and
- 2. Is not on the Scrutinized Companies that Boycott Israel List; and
- 3. Is not on the Scrutinized Companies with Activities in Sudan List; and
- 4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
- 5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[Signature]
SIGNATURE

Michael Comras
PRINT NAME

The Comras Company of Florida, Inc.
COMPANY NAME

President
TITLE

Must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:
"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.
"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: The Comras Company of Florida, Inc.
Authorized Signature: [Signature]
Print Name: Michael Comras
Title: President
Date: 1/12/2022

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3



Addendum #3 – Additional Q&A
FINAL ADDENDUM
(Issued Friday, January 7, 2022)

DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT
PHASE TWO – DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS

RFP# 011322

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RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3

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E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3

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RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #3

Acknowledgment of Addendum #3

Bidders hereby acknowledges that he/she has received and understands the information contained in this Addendum. Bidder should acknowledge this page and return it with its Bid, along with any revised Bid Forms, if applicable.

Acknowledged by: [Signature] Company: The Canvas Company of Florida, Inc
Print Name: Michael Canvas Date: 1/12/22

E. Required Forms

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #2



Addendum #2
(Issued Tuesday, January 4, 2022)

DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT
PHASE TWO – DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS


RFP# 011322

This addendum is issued to make the following change(s)/correction(s)/clarification(s), to answer questions, or to provide additional information that may be helpful to respondents

This addendum extends the deadline for questions until 5:00PM, Thursday, January 6, 2022. As soon as possible thereafter, the City will respond with a final addendum.

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Acknowledged by: 
Print Name: Michael Comras

Company: The Comras Company of Florida, Inc.
Date: 1/12/22

RFP-011322, Downtown Properties Redevelopment Project, Phase Two - Development Proposals
Addendum #1



Addendum #1
(Issued Monday, December 20, 2021)

DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT
PHASE TWO – DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS

RFP# 011322

This addendum is issued to make the following change(s)/correction(s)/clarification(s), to answer questions, or to provide additional information that may be helpful to respondents:

Question 1: Where can I find the approved plans that have been recently approved in Downtown? I believe Renee Miller referenced RAM's project and one other.

Answer 1: Please see the following Drop Box links:

Sky Building (NR Investments) 3701 and 3801 North Dixie Highway:
<https://www.dropbox.com/sh/una5o6adts390r6/AADnfy29c4uMA3Rrwf7Amj7aa?dl=0>

Blys Residential / Sprouts Retail (Ram Realty Advisors) 670 East Oakland Park Boulevard:
<https://www.dropbox.com/sh/dr4ln2i78f1369m/AADlBsh9EpllHaWjoZDt2wEpa?dl=0>

Central Park (Smith Storage Inc.) 3301 North Dixie Highway:
<https://www.dropbox.com/sh/k9fusd0g01wvexl/AADlBHD8AY1D-jLGgFigORc6a?dl=0>

Question 2: Is the final downtown code published? If so, where can I find this?

Answer 2: Yes. This section of the City's Code of Ordinances can be accessed here: **Chapter 24, Article XX**
https://library.municode.com/fl/oakland_park/codes/code_of_ordinances?nodeId=COOR_CH24LADE_CO_ARTXXOAPADODEDIOPRE

Question 3: Zoning
a. If our plan involves acquiring other sites, can we use the same zoning provided in the zoning report for the currently considered properties?
b. Is the final downtown code published? If so, where can we find this?

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c. Where can we find the approved plans that have been recently approved in Downtown? I believe Renee Miller referenced RAM's project and one other.

Answer 3: a. The subject site is located within the Oakland Park Downtown Development District (OP3D) Downtown Core East subarea. Should other sites be acquired to be utilized in a particular development scenario, the specific zoning district and/or subarea of those parcels would apply to those sites. No additional rezoning of adjacent areas is anticipated. The OP3D zoning map can be located here:

https://library.municode.com/fl/oakland_park/codes/code_of_ordinances?nodeId=COOR_CH24LA_DECO_ARTXXOAPADODEDIOPRE_S24-264DISEA

b. See Answer 2.

c. See Answer 1.

Question 4: Does the City require that the public parking be publicly owned and/or operated, or can the proposal include privately owned and operated parking that reserves the desired number of public parking spaces for use by the public? Please advise of any other parameters with respect to the City's public parking requirements.

Is there a desired public parking space amount?

Answer 4:

- No, the City does not require that the public parking be publicly owned and/or operated.
- Yes, the proposal can include privately owned and operated parking that reserves the desired number of parking spaces for public use.
- There are no other parameters with respect to the City's public parking requirements.
- The City has not developed a desired public parking space number. In general, the City seeks to maximize public parking to support downtown activation, including the current available public parking, and the upcoming train platform to the extent that it is financially feasible for the development and future transportation needs. Please see RFP, Section VI: Proposal Deliverables, C. Financial Plan.

Question 5: Does City have a preference between ground lease or fee simple approach?

Answer 5: No, the City has no preference. See page 18 of the RFP, Section VI: Proposal Deliverables, C. Financial Plan.

Question 6: If acquisition of Parcel A and/or Parcel B is proposed, will the successful proposer still be permitted to acquire and develop the City-owned property if it is unable to acquire Parcel A or Parcel B despite its good-faith efforts to do so?

Answer 6: Yes

Question 7: Can the City please confirm a specific list of amenities that are to be moved from Parcel 1 to Greenleaf Park?

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with rubberized surface and shade cover, tennis courts, basketball courts, pavilion, and greenspace. Please refer to page 12 of the RFP: "If a respondent includes Parcel B in a development proposal, Parcel B should be utilized solely for the expansion of parks and open space for the community."

Question 8: What are the final program elements for the park? Per the Mandatory Pre-Proposal meeting, I believe it was said that everything in the existing park would be moved to the new park.

Answer 8: See Answer 7.

Question 9: Does Section 14.C of the RFP limit communications between shortlisted proposers related to their responses to the RFP?

If there are no restrictions, may shortlisted proposers submit a joint proposal with one or more other shortlisted proposers or have an interest in the proposal of another shortlisted proposer? If cooperative proposals are permitted, is there a limit to the number of shortlisted proposers that can work together or submit a single joint proposal?

Answer 9: Yes, Section 14.C prohibits communications between the pre-qualified proposers responding to the RFP. Joint proposals from pre-qualified firms are not allowed. Section 14.B prohibits pre-qualified proposers from having a financial interest in the firm of another proposer as it relates to the RFP.

Question 10: Are the shortlisted proposers able to add another co-developer/partner to their RFP submission if they have not been a part of the process thus far?

Answer 10: Yes, provided the additional co-developer/partner is not replacing one already named in the proposer's RFQ submittal and that any additional co-developer/partner is not one of the other pre-qualified proposers for this solicitation. Also see Answer 9.

Question 11: Separately, does the City have an idea of timeframe for response to the submitted questions from each team?

Answer 11: Addendum will be issued December 20, 2021. See RFP Timeline.

Question 12: Is there a preferred size for the train stop? If so, please let us know that size.

Answer 12: Preliminary information from FDOT provides that the basic Train Platform will be approximately 500 feet in length by approximately 15 feet to 17 feet in width. Cities may be able to provide specific design features to brand their location. Please see attached preliminary concept from the 2019 Treasure Coast Study.

Question 13: When will the City issue the FDOT addendum?

Answer 13: FDOT recently informed the City they will need additional time to study the exact location of the train platform in the City of Oakland Park. As such, the City will not be able to release an updated report at this time. However, FDOT has confirmed that the platform will be positioned somewhere between NE 34 Court and NE 38 Street, along the FEC Railway.

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Question 14: Train Station

- a. Some of our ratings are "medium" should we be addressing those trying to make them high?
- b. Any rating on the other stations available?
- c. When will the City issue the addendum with update information from FDOT?

Answer 14:

- a. Please see attached FDOT Preliminary Station Area Analysis dated August 2021. Section 2 discusses the methodology of the Station Evaluation Criteria. Reassessment of the criteria would be in the purview of FDOT.
- b. Please see attached FDOT Preliminary Station Area Analysis dated August 2021
- c. See Answer 13.

Question 15: Could you please confirm the location of where the train stop will be on the site plan?

Answer 15: See Answer 13.

Question 16: Square footage & folio numbers includes:

- a. Please clarify what folio #'s are included in Parcel A and B, and the square footage of each lot.
- b. Please clarify what folio #'s are included in Parcel 1 and 2, and the square footage of each lot.
- c. Is the street/alley between in Parcel 2 part of the square footage?
- d. The appraisal in "Exhibit J-2, Appraisal Report-Commercial Lots, Vance" only includes folios 4942-2303-1020 and 4942-2303-1030. However, the site plan provided in the RFP also includes folio 4942-2303-1040 as part of Parcel A. Is there any reason why this folio was excluded of the appraisal? Has there been any indication in value of the entire Parcel A including all three folios?
- e. Is the new Greenleaf Park included and can that density be included in the overall project?

Answer 16: Refer to Broward County Property Appraiser website, www.BCPA.net.

a. Parcel A:	4942-2303-1020	Sq Ft. 16,776
	4942-2303-10	Sq. Ft. 5,594
	4942-2303-1040	Sq. Ft. 8,389
Parcel B:	4942-2303-1230	Sq. Ft. 8,720
	4942-2303-1170	Sq. Ft. 16,795
b. Parcel 1:	4942-2325-0010	Acres 3.15

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Parcel 2:	4942-2303-0980	Sq. Ft. 10,582
	4942-2303-1000	Sq. Ft. 3,993
	4942-2303-10	Sq. Ft. 8,193
	4942-2303-1130	Sq. Ft. 5,792
	4942-2303-1120	Sq. Ft. 11,585

- c. The North/South alleyway is not included in the square footage calculations above.
- d. For Parcel A, folio numbers 4942-2303-1020 and 4942-2303-1030 represent commercial properties, the associated appraisals reports, and values can be found in Exhibits J1 (Urban Group appraisal) and J2 (Vance appraisal). Folio number 4942-2303-1040 is a residential property which is also a part of Parcel A and has separate appraisal reports with values which can be found in Exhibits J3 (Urban Group residential appraisal) and J4 (Vance residential appraisal).
- e. Greenleaf Park is not included in the properties for development, this property is dedicated for the relocation of recreational amenities from Parcel 1. The density for the Greenleaf Park property cannot be included in the overall project. In addition, please note that Greenleaf Park is located in a completely different zoning district.

Question 17: Deliverables

- a. Could we submit other digital media aside from drawings and renderings (video/audio)
- b. Could you define Schematic Design in more detail. We usually consult with engineers at Schematic Design.

Answer 17: a. Yes

b. Staff agrees that full schematic engineering drawings are not required at this phase. The City is seeking conceptual site plans prepared by design professionals that provide a buildable, accurate representation of the proposed project including, but not limited to, detailed development program indicating totals square footage of each use, total number of dwelling units, total parking spaces, approximate open space percentage, and building renderings. The proposed Woonerf and Greenleaf Park should be included in the conceptual site plan.

Question 18: Master Plan Provided

- a. Could we deviate (how much) from the general massing and planning provided by the master plan?

Answer 18: Please see the City's statement regarding this located in **RFP Section III- Project Details, Program and Design, which reads:**

Program and Design

The City has developed the Downtown Properties Redevelopment Project Concept to provide a clear expression of the quality, scale, and content that it would like to encourage on this site. The City worked with Zyscovich Architects to evaluate the site, gain community input, conduct substantial transportation and economic analyses to establish the Downtown Properties Redevelopment Project Concept that is attached hereto as **Exhibit A**. In addition to residential and commercial uses, the concept includes the development of urban green spaces, promenades, and a living street also referred to as the "Woonerf". This project must also include the development and integration of a

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future commuter rail stop, as Oakland Park Downtown has been selected by FDOT Technical Analysis Team as the next train stop north of Fort Lauderdale (full report anticipated later this month). Successful proposers are encouraged to study the concept and understand its elements. While considerable time and effort has gone into the creation of the downtown properties concept, the City remains open to development firms using their creativity to provide other innovative and financially feasible project components using our site plan as a guide.

- Question 19: Woonerf
- a. Will the Woonerf have routine events with street closures that would require temporary structures (tents, stages, etc.)?

Answer 19: Yes, it is our desire for this to be an activated space. Refer to Exhibit A.

For additional information related to projects in akland Park’s oowntown District, please refer to the **City Investment in the Downtown** re ort attached.

Acknowledgment of Addendum #1

Bidders hereby cknowledges that he/she has received and understands the information contained in this Addendum. Bidder should acknowledge this page and return it with its Bid, along with any revised Bid Forms, if app cable.

Acknowledged by: 
Print Name: Michael Comras

Company: The Comras Company of Florida, Inc
Date: 1/12/22

E. Required Forms

DRUG-FREE WORKPLACE

The undersigned representative of the Proposer, in accordance with Section 287.087, Florida Statutes, hereby certifies that The Comras Company of Florida, Inc does:

- 1. publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- 2. inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations;
- 3. give each employee engaged in providing the contractual services that are under bid a copy of the statement specified in subsection (1);
- 4. in the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Section 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction;
- 5. impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted; and
- 6. make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that the Proposer complies fully with the above requirements.



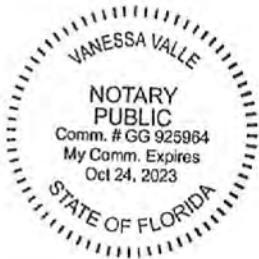
Signature (Blue ink only)

MICHAEL A. COMRAS (CORPORATE SEAL)
Print Name

PRESIDENT
Title

01/11/2022
Date

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)



The foregoing instrument was acknowledged before me this 12th day of January 2022, by Michael Comras as President for The Comras Company.
Personally known to me ☒ OR has produced identification _____, type of identification produced _____.

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Thank you!



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