

RFP NO. CRA 2008-XYZ
 FOR THE LEASING AND DEVELOPMENT OF THE
 RIVIERA BEACH MUNICIPAL MARINA
 AND THE DEVELOPMENT OF OTHER NEARBY REDEVELOPMENT PROPERTY

TABLE OF CONTENTS

		<u>PAGE</u>
PART I	INTRODUCTION AND BACKGROUND INFORMATION	1
PART II	RFP SCHEDULE	4
PART III	GENERAL AND SPECIAL CONDITIONS	5
PART IV	TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES	18
PART V	CONSIDERATION FOR AWARD/AWARD PROCEDURES	26
PART VI	PROPOSAL SUBMISSION REQUIREMENTS AND OPENING	30
	PROPOSAL PAGES PART A: PROPOSAL SIGNATURE PAGE AND REQUIRED FORMS	31
	PROPOSAL PAGES PART B: PROJECT OVERVIEW	38
	PROPOSAL PAGES PART C: IMPROVEMENTS AND RETURN TO CITY/FLCRA	40
	PROPOSAL PAGES PART D: COMPLIANCE WITH BEACH REDEVELOPMENT GOALS AND DESIGN GUIDELINES	44
	PROPOSAL PAGES PART E: DEVELOPMENT SCHEDULE AND OPERATIONAL PLAN	45
	PROPOSAL PAGES PART F: FINANCIAL CAPACITY AND FUNDING PLAN	47
	PROPOSAL PAGES PART G: DEVELOPER QUALIFICATIONS	49
EXHIBITS:		
Exhibit	A Project Area Map	A-1
"	B Subject Property Parcel Map	B-1
"	C Sketch and Description – Marina and Bicentennial Park	C-1
"	D Bicentennial Park Conceptual Plan	D-1
"	E Bicentennial Park Preliminary Program	E-1
"	F State Submerged Lands Dedications	F-1
"	G City 2002 Revenue Bond Debt Service Schedule	G-1
"	H Public Markets Informational Description	H-1
"	I Community Redevelopment Plan Table 8.2 PC-05	I-1

PART I – INFORMATION AND BACKGROUND

01. PURPOSE

The City of Riviera Beach Community Redevelopment Agency (the "CRA"), acting in cooperation with the City of Riviera Beach, Florida (the "City"), invites the submission of proposals from qualified persons or firms (referred to as the "Proposer", "Contractor", "Developer", or "Lessee"), to:

- A. Lease and redevelop the City-owned Riviera Beach Marina (the "Marina Property");
- B. Lease or purchase and redevelop the CRA-owned Spanish Court property,
- C. Improve, develop or make ready for future development other adjoining City-owned public property referred to as Bicentennial Park, the Newcomb Hall Community Center, the proposed Public Market, and other public property and contiguous public right-of-way;
- D. Lease or purchase other City/CRA-owned property not specifically identified but as may be proposed within the Project Area.
- E. Develop other privately owned properties within the control of Developer and located within the Project Area that are integrally connected with the proposer's Development Program.

The Project Area in which the properties subject to this RFP are located is more specifically described in **Exhibit A** attached hereto. The overall development objective for the Project Area is to create a mixed use/mixed income development demonstrating the best practices of urban revitalization, economic development, and sustainability.

The City is a growing municipality located along the shores of the Intracoastal Waterway and the Atlantic Ocean. It is located 75 miles north of Miami and approximately 175 miles south of Orlando, Florida. The City is fifteen minutes from the Palm Beach International Airport which is serviced by 14 major commuter airlines. The Port of Palm Beach (the "Port") is located along the southern boundary of the redevelopment area of the City. The Port boasts a newly constructed cruise terminal and owns and operates an industrial switching railroad.

The CRA is a dependent special district of the City, created pursuant to Chapter 163, Part III, Florida Statutes, and is seeking a Developer with extensive experience, requisite financial resources, and proven related professional expertise to lease and develop the City's Marina Property and the other redevelopment property generally described above and collectively referred to as the "Project".

In order to further stimulate redevelopment within the Project Area, the CRA and the City are making available through this public offering, a portion of its property for a development or developments that best accomplish redevelopment goals and objectives for the City/CRA-owned properties, individually or collectively referred to as the "subject property" and other redevelopment properties within the Project Area. Proposers are invited to submit a proposed development program consistent with the terms, conditions, specification and requirements of this Request for Proposals ("RFP"). The CRA and the

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

City wish to promote and foster a coordinated and uniform development of the property, and does not encourage projects or a combination of projects that would result in the fragmentation of the development potential for the property. The CRA and the City reserve the right, as a condition of selection, to request proposers to combine proposals or work in cooperation with other proposers, in order to accomplish an overall development plan for the subject property deemed to be in the best interest of the CRA and the City, as approved by the CRA and the City.

02. THE PROPERTY

The property subject to redevelopment by the Developer must include the subject property delineated above in Part 1, Paragraph 01, Subparagraphs A, B and C as shown on **Exhibit B**. The Developer must show site control for all property included in it's proposal not currently owned by the Developer or the City/CRA, prior to execution of a development agreement.

03. THE PLAN

The CRA and the City initially adopted the Inlet Harbor Redevelopment Plan in 1985 as amended by the Inlet Harbor Redevelopment Modification Plan in 2001 (collectively referred to the "Plan"), to govern redevelopment activities. The CRA initiated a reexamination of the Plan through a charrette process facilitated by the Treasure Coast Regional Planning Council. The findings of the charrette process are generally reflected in the Citizen's Master Plan. The Project includes the removal and replacement of blighted structures, relocation of affected persons or businesses as may be applicable, renovation and enhancement of the marina area including relocation of Newcomb Hall, improvements to Bicentennial Park, multi family residential, hotel, and retail uses. The Plan, includes design guidelines, identifies permitted land uses, establishes development patterns and provides density limitations for redevelopment activities. The CRA desires to establish a comprehensive approach for the redevelopment of the Project Area. The Plan is illustrative of the intent of the CRA for design quality, density, mix of uses and amenities for the Project. However, the CRA desires to provide the developer ultimately selected with a degree of flexibility to incorporate concepts that best serve the Project.

The Plan's guidelines and/or parameters, include the following.

Marina District Harbor Village East - a mixed-use waterfront district featuring synergistic uses such as restaurant, retail, entertainment, residential, offices, hotels, and suitable public meeting space.

Upon being selected and entering into all legally binding contracts, the Developer will develop, in concert with officials of the City, the CRA and the public, a mixed use plan of development to be ultimately approved by the CRA and the City. The Developer will be required to create a harmonious overall relationship throughout the Project Area using the guidelines set forth, where applicable, in the Plan. The Developer will be required to generally incorporate the design principles in a fashion that is most responsive to sound development practices, urban design principles, cost considerations, and the demands of the market. The Developer will also be required to incorporate green space and other public amenities into the development proposal in order to create a true pedestrian-oriented environment while including adequate parking facilities and appropriate transitions to adjoining areas in the City, including the

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

proposed Public Market. The Developer will not be required to build the proposed Public Market.

04. CONTRACT AWARD

The City/CRA shall, after proposal award and contract negotiations, enter into a Disposition and Development Agreement (DDA), including the Lease Agreement and other contracts or leases resulting from the award of the Project to the successful Proposer, collectively or individually referred to as the "contract" or "Contract".

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

PART II - RFP SCHEDULE

	<u>DATE</u>
CRA Board/City Commission Authorization to Release Request for Development Proposals.	June 25, 2008
Issuance of Legal Advertisement and Release RFP.	June 30, 2008
Pre Proposal Conference and Site Visit 10:00 AM, Riviera Beach Municipal Marina, PLACE/ADREES, Riviera Beach, FL	July 9, 2008
Last Date for Receipt of Questions of a Material Nature.	July 15, 2008
CRA Board/City Commission Authorization to Release Addendum to RFP. (IF NECESSARY)	July 23, 2008
Addendum Release. (IF EVENTS REQUIRE)	July 25, 2008
PROPOSAL DUE (Prior to 3:30 PM, TUESDAY)	September 2, 2008
Staff Evaluation of Proposals. (Meeting to Start at a Time and Place to be Announced)	September 5, 2008
CRA Board/City Commission to Rank and Select Successful Proposer(s), and Authorize Negotiations with the First Ranked Proposer(s). ESTIMATED	September 10, 2008
Negotiations of Development Agreement Commences. ESTIMATED	September 15, 2008
CRA Board/City Commission Approves Development Agreement. ESTIMATED	November 12, 2008

NOTE: The CRA and the City reserve the right to issue additional addenda to this Request for Proposals, not shown in the above schedule, which may include providing notification to potential proposers of further extensions on the date of submission ("proposal due date") for receipt of proposals. After the "proposal due date" notices of future official meetings of the CRA Board/City Commission regarding decisions pertaining to this RFP shall be provided using the customary practices for notice of official meetings of the CRA and City.

– Floyd T. Johnson, Executive Director
City of Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, FL 33404

Phone: (561) 844-3408

Such contact shall be for clarification purposes only.

It is preferred that all questions be submitted in writing to the City of Riviera Beach Community Redevelopment Agency, 2001 Broadway, Suite 300, Riviera Beach, FL 33404, ATTN: Floyd T. Johnson, Executive Director.

To facilitate prompt receipt of questions, they can be sent via FAX to (561) 881-8043, or via e-mail to: sevans@rbcrd.org. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Responses to material questions or material changes, if any, to the scope of services or bidding procedures to this RFP will only be transmitted by written addendum.

Proposers please note: No part of your proposal can be submitted via FAX or e-mail. The entire proposal must be submitted in accordance with the Instructions To Proposers contained in this RFP.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference and site visit on the date and time specified in the Schedule Section of the RFP. A walking tour of the site will be conducted followed by a conference where all questions will be answered. To inspect the site, arrive at the City's Riviera Beach Municipal Marina located at 200 East 13th Street, Riviera Beach, FL 33404 at the time specified. The question and answer session will be held in the _____ room of _____ immediately following the tour.

While attendance is not mandatory, tours with knowledgeable staff in attendance may not be available at other times.

It is strongly suggested that all proposers attend the site visit.

05. PROPERTY INSPECTION

It shall be the sole responsibility of the proposer to visit and inspect the properties prior to submission of its proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal shall be considered evidence by the CITY/CRA that the proposer is familiar with local conditions and the nature and extent of the work, including management, labor, materials, and equipment required.

06. RFP DOCUMENTS

Proposers shall examine this RFP carefully. Ignorance of the requirements will not relieve the successful proposer and Lessee from liability and obligations under the lease.

07. ADDENDA TO RFP

The CITY/CRA reserves the right to amend this RFP prior to the proposal due date. Only written addenda will be binding. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City/CRA. No employee or agent of the City/CRA is authorized to interpret any portion of this RFP or give interpretive information as to the requirements of the RFP in addition to that obtained in this written RFP document.

08. EXCEPTIONS TO THIS RFP

It is anticipated that proposers may find instances where they may take exception with certain requirements or specifications of the RFP. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the CITY/CRA, and a description of the advantage to be gained or disadvantages to be incurred by the CITY/CRA as a result of these exceptions.

While the CITY/CRA allow proposers to take exceptions to the RFP terms, conditions, and specifications, the number and extent of exceptions taken, if not conclusively justified at the sole discretion of the CITY/CRA, will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

09. PROPOSALS FIRM FOR ACCEPTANCE

All proposals shall remain valid and binding for a period of twelve (12) months from proposal due and open date or until a City/CRA disposition and development agreement or lease is executed with the selected Proposer(s), whichever occurs first.

10. CERTIFICATION OF PROPOSAL

By signing this proposal, the signer of the proposal certifies and declares that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal is of lawful age and has full authority to bind the proposer.

11. PROPOSAL DISCLOSURE

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Information and materials received by the CITY/CRA in connection with all proposers' responses shall be deemed to be public records subject to public inspection upon award, recommendation for award or 10 days after bid opening, whichever occurs first. Firms submitting proposals must

invoke in writing the exemptions to disclosure (provided by law) in the response to the RFP by referencing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

12. CONE OF SILENCE

A Cone of Silence will be instituted for this RFP process. "Cone of Silence" means a prohibition on communication, except for written correspondence, regarding this RFP. The "Cone of Silence" is in effect from the time/date of the deadline for submission of the proposal until the time that the City Council and the CRA awards or approves a contract, rejects all responses or otherwise takes action which ends the solicitation process.

13. CRA AND CITY LOBBYING ACTIVITY

Lobbying is defined as an attempt to influence the outcome of this RFP. The only persons retained by the proposers to act on its behalf in lobbying the City Council or CRA for its proposal shall be disclosed in writing as part of the Proposal Submission Requirements – See Part VI - Requirements of Proposal.

14. RIGHT OF REJECTION AND CLARIFICATION

The CITY/CRA reserves the right to reject any and all proposals and to request clarification of information from any proposer. The CITY/CRA reserves the right to waive any minor irregularities and to accept the most responsive and responsible proposal. The CITY/CRA reserves the right to cancel this RFP at any time and/or to solicit and re-advertise for other proposals. The CITY/CRA is not obligated to enter into a contract on the basis of any proposal submitted in response to this document.

15. REQUEST FOR ADDITIONAL INFORMATION BY CITY/CRA

Prior to the final selection, proposers may be required to submit additional information which the CITY/CRA may deem necessary to further evaluate the proposer's qualifications.

16. RIGHT OF NEGOTIATION

The CITY/CRA reserves the right to negotiate with the selected proposer the exact terms and conditions of the contract.

17. PROPOSERS' COSTS, CONSULTING AND BROKERAGE FEES

The CRA and City shall not be liable for any costs incurred by proposers in responding to this RFP. It is understood that the selection of a proposer(s) by the CRA and City will in no way obligate the CRA or City to enter into contracts or agreements based upon or in furtherance of the proposal selected. Neither the CRA nor City shall be liable for any expenditures or costs incurred by any person, corporation, individual entity or proposer in

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

response to this RFP or any amendment, addendum or alternative thereof, or in connection with any actions or undertakings by any proposer, regardless of whether the proposer is initially or subsequently selected as the successful proposer, or not selected at by the CRA and City.

The CRA and City further represents that it has not nor does it intend to engage the services of any real estate broker in connection with this transaction, and no real estate brokerage fees, commission, or other forms of compensation shall be incurred or paid by the CRA or City in connection with a transaction resulting from the award of this project and Lease.

The successful proposer shall indemnify the CRA and City from any claims demanded by any consultant or broker participating on behalf of the proposer in connection with the successful proposal.

18. GRATUITY PROHIBITED

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the CITY/CRA for the purpose of influencing consideration of this proposal.

19. PUBLIC ENTITY CRIME

Pursuant to Florida Statutes Section 287.133, as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for category two (2) for a period of 36 months from the date of being placed on the convicted vendor list.

In accordance with Sections 287.132 -.133 Florida Statutes, a firm must have a Public Entity Crimes form on file with the public agency prior to being awarded the lease, or transact any business in excess of the current threshold. See Part VI - Requirements of Proposal.

20. CODE OF ETHICS

If any firm violates or is a party to a violation of the code of ethics of the State of Florida with respect to this proposal, such firm may be disqualified from performing the work or furnishing the goods or services for which the proposal is submitted and may be further disqualified from bidding on any future proposals for work, goods or services for the City/CRA.

21. NEWS RELEASES/PUBLICITY

**RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA**

News releases, publicity releases, or advertisements relating to this RFP, or to the any resulting contract or the tasks or projects associated with the project shall not be made without prior CITY/CRA written approval.

22. ADDENDA TO RFP

The CITY/CRA reserves the right to amend this RFP prior to the proposal due date. Only written addenda will be binding. No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City/CRA. No employee or agent of the City/CRA is authorized to interpret any portion of this RFP or give interpretive information as to the requirements of the RFP in addition to that obtained in this written RFP document.

23. VENUE

Any and all legal action necessary to enforce the award will have venue in Palm Beach County and the contractual obligations will be interpreted according to the law of the State of Florida. Any contract or agreement required by the proposer must be enclosed at the time of RFP submittal.

24. CONTRACT AWARD

The City/CRA shall after proposal award and contract negotiations, enter into a Disposition and Development Agreement (DDA), including the Lease Agreement and other contract resulting from the award of the Project to the successful Proposer, collectively or individually referred to as the "contract".

25. AGENTS OF THE CRA AND CITY

The CRA and City reserve the right to designate any public body, agency, group, or authority to act on their behalf. Further, the CRA and City reserve the right to designate or re-designate any public body, agency, group, or authority to act on their behalf for contract administration of this project any time during the term of the Lease.

26. CRA/CITY BUDGETED FUNDS

Both the CRA and the City currently has \$0.00 dollars budgeted for participation in the public capital improvements anticipated to result from the award of this contract. The CRA may determine to use Tax Increment Financing for public capital improvements. Proposers are encouraged to consider the estimated cost of all public improvements proposed to be constructed, and to make supportable adjustments in the offer for rent or other financial consideration offered to the CITY/CRA.

27. TITLE TO PROPERTY AND METHOD OF CONVEYANCE

The subject property shall be conveyed to the successful Proposer either through lease or through fee simple in accordance with the terms, conditions and specifications of this RFP and the City Charter. The Marina Property, excluding the 1-acre reservation for the future Public Market, shall be conveyed by lease in accordance with the provisions of the

**RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA**

City Charter. The Spanish Court Property may be conveyed by either lease or fee simple, depending on the interacting use of the site with the Marina Property, and as determined by the CRA/City to be in its best interest. Other public property that may be proposed for incorporation into the development program may similarly be conveyed through lease or fee simple as determined by the CRA/City to be in its best interest.

28. LEASE TERM, OWNERSHIP OF IMPROVEMENTS AND LIMITS ON FINANCING

The maximum term of the Marina Property Lease shall be for a period of not more than fifty (50) years. The City Charter does not permit such lease to provide for renewal beyond the fifty (50) year maximum term. Upon expiration of the Marina Property Lease, ownership of all improvements to the Marina Property shall revert to the City. Proposers using debt financing to fund in whole or in part the proposed development program for the Marina Property understands that only the developer's leasehold interest may be used as collateral in securing the loan, and that the City will not subordinate its leasehold interest in the Marina Property. Upon the expiration of the lease term, all debt secured to fund the proposer's development program for the Marina Program shall have been fully extinguished.

29. DEED, COVENANTS AND RESTRICTIONS

The City and CRA reserve the right to set forth in the final Lease Agreement or Contract further protective covenants and restrictions to run with redevelopment land leased by the City and CRA in order to protect and preserve the integrity, environmental quality, and amenities of the development, or the interests of the City/CRA.

30. PROPERTY CONVEYANCE COSTS AND FEES

The successful proposer(s) shall be solely responsible for all costs and expenses, consulting, incidental or otherwise, arising in connection with performing any remaining testing of the site or due diligence performed in connection with negotiating and entering into the final Contract and Lease resulting from award and negotiation; including but not limited to surveys, environmental studies, engineering reports, feasibility studies, appraisal reports, the costs of recording and conveyance, etc.

31. PROPOSAL AS PART OF FINAL CONTRACT

The City/CRA and the successful proposer mutually represent, agree and warrant that this Request for Proposal, the successful proposer's response and any other written addenda and agreements shall become a part of the Contract, Lease Agreement or both upon execution by both parties.

32. PROPOSER'S AGREEMENTS PRIOR TO CONTRACT

The City/CRA will require prior review and approval on any lease or pre-sales or sales agreement requested by the developer to be executed by a third party beneficiary prior to entering into a formal contract or lease agreement with the CITY/CRA, approval not to be unreasonably withheld.

33. SUBSTITUTION OF PERSONNEL PRIOR TO PROJECT COMPLETION

It is the intention of the City/CRA that the successful proposer's or lessee's personnel, proposed as the development team, will be available during initial project construction until the capital improvements, facilities and development program required under the lease are fully constructed. In the event the successful proposer(s) or lessee(s) wish to substitute key personnel of the development team prior to completion of the project, the successful proposer(s) or lessee(s) shall propose personnel of equal or higher qualifications and all replacement personnel shall be subject to prior City/CRA approval, which shall not be unreasonably withheld.

34. SUPERVISION OF DEVELOPER'S PERFORMANCE

Performance under this contract shall be supervised by the City Manager/CRA Executive Director, or designee ("contract administrator"), who also will administer the contract. The City/CRA contract administrator shall act as liaison with the Developer, review Developer's performance, administer any disputes between the parties, and cause the collection of rental payments or other forms of compensation to the City/CRA.

The City and CRA reserve the right to include in the final Contract and Lease Agreements requirements for periodic progress reports until completion of the project as specified by the accepted and approved project schedule, and other reasonable reports and accounting records as may be determined necessary by the City and CRA depending on the nature, extent, and complexity of the project.

35. DEVELOPER AS INDEPENDENT CONTRACTOR

The Developer is an independent contractor under the contract. Personal services provided by the Developer shall be by employees of the Developer and subject to supervision by the Developer, and not as officers, employees, or agents of the City/CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the Lease shall be those of the Lessee.

36. ASSIGNMENT

Neither the proposal nor the contract, shall be assigned without formal approval of the City and CRA. Except for event of default, it is not the intent of the City and CRA to approve a request for assignment prior to the completion of an approved development program by the successful Proposer.

37. IMPROVEMENTS OF LEASED AND OTHER PUBLIC PROPERTY

All improvements of Developer shall be solely at Developer's cost and expense and shall be performed in a good workmanlike manner in accordance with sound construction practices. Developer shall keep the Premises and said improvements free and clear of liens for labor and material and shall hold City/CRA harmless from any responsibility in respect thereto. Developer agrees to bond off or otherwise have discharged any mechanic's liens filed on the subject premises within thirty (30) days of written notice from

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

City/CRA.

The total cost of Developer's Improvements on the Marina Property and other public property shall not be less than the amount included in the Developer's proposal. Developer shall certify in writing to the City/CRA when the improvement figure has been reached, and shall include in such certification a breakdown of expenditures.

38. LICENSES AND PERMITS

Developer shall be responsible, at its sole cost and expense, to secure all necessary local, County, State and Federal permits for the improvements to the Premises made under the Lease.

39. OBNOXIOUS USE

The City and CRA will not consider any proposals, which could cause unreasonable disturbances or obnoxious uses as regards to light, sound, smell, safety or excessive traffic as determined by the City/CRA. It is the intent of the City/CRA to also include this provision in the Lease Agreement.

40. CHANGE IN USE

The successful proposer(s) acknowledges that in entering into the Contract the City/CRA, that the developer shall be obligated to devote realty only for those land uses specified in the proposal and accepted in the final Contract, and only for the specified development approved in connection with the Contract. Any changes to those uses or the development are subject to the approval of the City and CRA, shall not be implemented by the Developer until written permission is received from the City/CRA.

41. CONTRACT CANCELLATION

It is the intent of the City/CRA to include in the Contract or Lease Agreement or both, as part of events of default by the Developer, the critical time line associated with: application and approval of Environmental Permits and Development Permits; application and approval of Project Financing; and commencement and maintenance on continuing construction, subject to any approved Project phasing plan.

42. INDEMNIFICATION

The successful proposer shall indemnify, defend and hold harmless City/CRA Indemnified Parties against and from any and all claims, damages, actions, loss, cost and expense (including but not limited to reasonable attorneys' fees) resulting directly or indirectly from the Developer's acts or omissions or the acts or omissions of the Developers' respective employees or agents (acting within the scope of their employment or agency). In addition, the City/CRA Indemnified Parties shall not be liable to the Developer for any loss, cost liability, claim, damage, expense (including, without limitation, reasonable attorneys fees and disbursements) penalty or fine incurred, in connection with or arising from: (i) any injury (whether, physical, economic or otherwise) to Developer or to any other person in, about, or concerning the premises; (ii) any damage to, or loss (by theft or

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

otherwise) of, any of Developer's property or of the property of any other person in, about, or concerning the premises, or the use or occupancy thereof, irrespective of the cause of injury, damage, or loss (including, without limitation, the acts or negligence of any Developer or occupant of the premises or of any owners or occupants of adjacent or neighboring property or caused by any construction work or by operations in construction of any private, public or quasi-public work) or any latent or patent defects in the premises; or (iii) any act, omission or negligence of Developer or its Affiliates or of the contractors and their respective subcontractors, agents and employees, agents, servants, employees, guests, invitees or licensees of Developer or its Affiliates (except to the extent any of the matters described in clauses (i) or (ii) is due to the negligence or willful misconduct of any City/CRA Indemnified Party). Without limiting the generality of the foregoing, except to the extent caused by the gross negligence or willful misconduct of any of the City/CRA Indemnified Parties (and then only in such City/CRA Indemnified Party's proprietary capacity as opposed to its governmental capacity), the City/CRA Indemnified Party's shall not be liable for (i) any failure of water supply, gas or electric current, (ii) any injury or damage to person or property resulting from gasoline, oil, steam, gas, electricity, or hurricane, tornado, act of god, act of war, enemy action, flood, wind or similar storms or disturbances, water, rain or ice, or (iii) leakage of gasoline or oil from pipes, appliances, sewer or plumbing works.

43. INSURANCE

Commencing with the effective date of the contract, the successful proposer shall procure and continue in effect public liability and property damage insurance with respect to the operation of the premises and name the City/CRA as an additional insured. Such public liability insurance shall cover liability for death or bodily injury in any one accident, mishap or casualty in a sum of not less than \$2,000,000.00, and shall cover liability for property damage in one accident, mishap or casualty in the amount of not less than \$500,000.00. At any time that there is leasehold financing on the premises, or any part thereto, then the casualty insurance required to be obtained in accordance with the leasehold financing shall satisfy the casualty insurance requirements of the lease.

In the event that there is not any leasehold financing on the premises, then the Developer shall provide such coverages as are typically required at that point in time by commercial lenders for projects of similar size, nature, character and location as the premises and as approved by the City/CRA, such approval not to be unreasonably withheld.

The Developer shall carry Worker's Compensation Insurance and Employer's Liability Insurance for all of Developer's employees as required by Florida Statutes. In the event that the Developer does not carry such Worker's Compensation Insurance and chooses not to obtain same, the Developer shall in accordance with Section 440.05 Florida Statutes, apply for and obtain an exemption authorization by the Department of Insurance and shall provide a copy of such exemption to the City/CRA.

The proceeds from Developer's casualty insurance hereunder shall be paid and applied as provided in the contract. Any insurance carried by Developer hereunder, at Developer's option may be carried under an insurance policy(ies), self-insurance or pursuant to a master policy of insurance or so-called blanket policy of insurance covering other locations of Developer or its Affiliates, or any combination thereof; provided that

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

any self-insurance or proposed insurer having less than a Best's Key Rating of A-VII or less shall be subject to the prior written consent of the City/CRA, such consent not to be unreasonably withheld. Developer shall, at the request of the City/CRA, provide reasonable proof of the foregoing coverages.

44. UNCONTROLLABLE CIRCUMSTANCES ("FORCE MAJEURE")

Except as otherwise provided in this RFP, the City/CRA and Lessee will be excused from the performance of their respective obligations under the Lease Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that: a) the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure; b) the excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure; c) no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and d) the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City/CRA may excuse performance for a longer term. Economic hardship of the Lessee will not constitute Force Majeure. For non-excused performance under this section exceeding two (2) months, the City/CRA may, at its option and discretion, cancel or renegotiate the lease.

45. RECORDS, ACCOUNTS, AND STATEMENTS

The City and CRA reserve the right to include in the final Contract and Lease Agreement requirements for the receipt of periodic and annual reports, records, accounts and statements of Lessee pertaining to the redevelopment project, this provision to be negotiated with the successful proposer(s) depending on the nature, extent and financial complexities of the proposed project, and the method of paying rent and other forms of compensation to the City/CRA.

At minimum Lessee shall keep on the Premises, or such other place within Miami-Dade, Palm Beach or Broward County, Florida approved by City/CRA, true, accurate and complete records and accounts of all sales, rentals, and business being transacted upon or from the Premises, and shall give City/CRA's representative or auditor access during reasonable business hours and upon three (3) business days' notice to audit, inspect, examine and copy other Lessee's fiscal and financial records, books, ledgers, statements, reports, tax returns and documents relating to the lease and the Lessee's revenues for a period of not less than three (3) years from the close of the City/CRA's fiscal year or the resolution of any audit findings of a governmental entity having jurisdiction, the cancellation or termination of the lease for whatever reason, or lawsuits arising out of and

**RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA**

in connection with the operations of the lease, whichever occurs latest. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Lessee's operations as a going concern pursuant to generally accepted auditing standards.

46. TAXES

For each year of the term of this Lease, the Lessee agrees to pay when due all taxes and special assessments of whatsoever kind levied and assessed against the Premises, if any, and all improvements built on them by the Lessee. On or before March 31 of each lease year of the term of this Lease, the Lessee agrees to deliver to the City/CRA official tax receipts showing the payment by Lessee of all taxes and special assessments. The Lessee further agrees to pay when due all ad valorem property taxes, sales and use taxes, special assessments and any and all other taxes or assessments imposed upon or being the liability of the Lessee arising out of the Lease Agreement, including any sales taxes due on rental payments. The Lessee should be aware that in most cases, ad valorem property taxes and special assessments are considered taxable transactions (consideration for use of property) in commercial property lease transactions subject to the applicable Florida State Sales Tax Rate for Palm Beach County. The Florida Sales Tax will be collected by the City/CRA for payment to the State of Florida unless an exemption is granted by the State of Florida, with proof provided to the City/CRA. The Lessee shall provide annually to the City/CRA proof of payment to the Palm Beach County Tax Collector of applicable ad valorem property taxes and special assessments on or before March 31 of each lease year during the term of the lease.

The Lessee shall have the right to review or protest, or cause to be reviewed or protested, by legal proceedings, any such taxes, assessments, or other charges imposed upon or against the Premises, buildings, or other structures or improvements on them and in case any such taxes, assessments or other charges shall, as a result of such proceedings or otherwise, be reduced, cancelled, set aside or to any extent discharged, the Lessee shall pay the amount that shall be finally assessed or imposed against the Premises, buildings or other structures or improvements which are finally determined to be due and payable on any such disputed or contested items. If requested in writing by City/CRA, Lessee shall deposit any disputed sum, including any applicable penalty fee, with an escrow agent mutually selected by the parties, for the protest period. All expenses of such litigation, including court costs, shall be paid by Lessee free of all expense to City/CRA. If, as a result of any legal proceeding pursuant to the provisions of this paragraph, there is any reduction, cancellation, setting aside or discharge of any such tax or assessment or other charges, the applicable refund shall be payable to the Lessee and, if such refund is made to the City/CRA, then the City/CRA shall hold such refund as a trust fund and shall immediately pay over the same to the Lessee. The term "legal proceeding", as used above, shall be construed as including appropriate appeals from any judgment, decrees or orders and certiorari proceedings and appeals from orders entered in them.

47. CONFORMITY TO LAW:

Developer shall comply with all laws, ordinances, regulations, and orders of Federal, State, County and Municipal authorities pertaining to the Project and Developer's improvements and operations thereon.

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

Developer shall obtain all necessary permits and otherwise comply with all pertinent requirements of the City's Building Department. Developer shall observe all laws and ordinances of the City, County, State and Federal agencies directly relating to the operation of the Project.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. PROPERTY DESCRIPTION AND EXISTING CONDITIONS

The property and appurtenances offered through this RFP are being made available in "as-is" condition. The City/CRA does not warrant the adequacy of existing infrastructure, utilities, or systems serving the site and provision of such shall be the responsibility of the proposer. Underground infrastructure and utilities exist on the property and any proposed relocation or abandonment shall be the responsibility, financially and otherwise, of the proposer. The City/CRA has no reason to believe that there are any serious environmental problems or conditions located on the property that would impede project feasibility or preclude development.

Proposers are advised that all site data are approximates, and that proposers are responsible for final verification of actual dimensions. The subject property is shown on the Parcel Map provided as Exhibit B. A Sketch and Description particularly delineating the Marina Property and Bicentennial Park is provided as Exhibit C. The subject property is further described below.

A. RIVIERA BEACH MARINA . The Riviera Beach Municipal Marina is uniquely situated with Bicentennial Park located contiguous to the Marina Property on the north and with the Port of Palm Beach in close proximity to the Marina Property on the south. The Atlantic Intra-Coastal Waterway provides the approach to the wet side of the Marina basin with channel control depths of 10' +/- mean high water. A current bathometric survey of the Marina basin is not available but depths range between 6' and 10' mean low tide.

The Riviera Beach Marina offers the following facilities and accommodations:

- 150 wet slips for long-term, monthly or transient use accommodating vessels of various sizes. The existing slip mix accommodates a general range of vessels between 30' and 66' overall length. While not a mega-yacht facility, some slips including the face piers can accommodate larger vessels up to 100'.
- Floating docks and designated wet slips are available to accommodate dingy and small boat day dockage.
- 340 dry-stack spaces are available to accommodate boats up to 30' overall length.
- A portion of the wet slips (currently about 15%) are used to house the commercial fleet that is available to the public for charter tours, sightseeing, fishing and diving.
- A fuel dock open to both marina tenants and the general boating public and includes a pump-out station and ships store.
- A comfort station is available for marina tenants offering showers, laundry and restrooms facilities.

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

The Marina is currently operated by City marina staff (14 full-time and 2 part-time position) headquartered at the Dockmaster's Office. The Marina is opened every day and staffed from 7:30 a.m. to 5:30 p.m., with security personnel present after normal business operating hours. The Marina, through a private operator, offers an on-site Tiki-bar and restaurant serving breakfast, lunch and dinner and open to the general public. The present marina site also includes Newcomb Hall, a building operated as a community center and offering rental space for private banquet and other social and civic meeting functions.

B. SPANISH COURTS.

The CRA-owned Spanish Court property was originally built in 1939 using the Spanish Eclectic architectural style. In 1992, the City recognized Spanish Court as a site of local significance. Presently, Spanish Courts includes 21 guest cottages which have been renovated as offices for nonprofit organizations and small business.

C. BICENTENNIAL PARK.

Bicentennial Park is located on the Intra-Coastal Waterway north of the City Marina Property. The park is extremely underutilized. Currently, it is used primarily by vagrants and is a magnet for illicit activity. The park needs to be redeveloped and reactivated with local residents and visitors. A Conceptual Plan for Bicentennial Park is found at Exhibit D, including a Preliminary Program provided as Exhibit E.

02. PROPERTY REUSE GOAL

Proposals shall clearly demonstrate how proposed uses and improvements:

- Eliminate the conditions of blight that are currently found in the area.
- Provide for a mix of land uses that will foster family activity and recreation in the Project Area and surrounding area, and provide opportunities for the expansion of restaurant, specialty retail shops, marine related services, and similar activities.
- Stimulate the redevelopment of the Project Area as a catalyst for the redevelopment of the entire Inlet Harbor Redevelopment Area.
- Maintain and enhance public access throughout the entire Project Area and particularly the Marina Property and those areas to remain under the control of the Developer after completion of the proposed Development Program.
- Enhance the Project Area as a regional destination place.
- Make the Project Area an integral part of the City for use by local residents.
- Improve the circulation for autos, bicycles, and pedestrians within and through the Project Area.
- Create and enhance a positive visual and physical image of the Project Area.

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

- Provide for an active pedestrian environment throughout the Project Area, and particularly at the Marina Property and Bicentennial Park.

The public must have full access to the Riviera Beach Marina and the public docking facilities along the Intra-Coastal Waterway and any other public amenities proposed for the Marina Property.

03. LOCAL AND MINORITY PARTICIPATION

Two of the goals of the Plan are to reduce poverty and to give every resident an opportunity to participate meaningfully in the redevelopment effort. It is the desire of the CRA and City to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs.

Additionally, Riviera Beach has an historic majority population of African Americans, many of whom are just above or below the poverty line for which inclusionary programs through job creation and training and other participatory programs must be included in the successful proposal.

Proposers are required to include in their proposals a narrative describing their past accomplishments and intended actions for the inclusion of Riviera Beach citizens and businesses in the development and operation of the Project.

04. POLICIES GOVERNING RESIDENTIAL AND BUSINESS RELOCATION

*this Sect
has been
amended*

The subject property(ies) owned by the CITY/CRA and made a part of this RFP are currently occupied by both commercial and business tenants and some transient and live-aboard recreational boater tenants. It is the intent of the City/CRA to vacate these tenancy upon reasonable notice, including the expiration of existing leases or rental agreements, in order to deliver the Marina Property and Spanish Court to the successful Proposer without further responsibilities for residential or business relocation.

05. SPECIAL POLICIES GOVERNING THE OPERATION OF THE MARINA

A. The Marina Property is subject, in part, to the terms of the Dedications entered into on December 14, 1966 and as amended on May 24, 1977 between the State and the City provided as Exhibit F. The Dedication requires the Marina Property to be operated for municipal park and recreational purposes, which shall include the marina complex, concessions and associated facilities which may be leased under the strict control of the City. It is the intent and absolute policy of the City and CRA that the Marina Property, after redevelopment and reopening, shall remain accessible to the general and recreational boating public. The lease of the Marina Property shall include such reasonable controls as deemed necessary by the City/CRA including but not limited to:

- The services and accommodations at the marina shall be open to the general public on a first come, first served basis without any qualifying requirements such as club membership, stock ownership, or differential in price. Marina tenants shall

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

enter into a dockage agreement in a form approved by the City and as may be amended from time-to-time.

- **The City shall approve changes in operating hours and admission fees to the facility and exercise additional oversight as determined through negotiations of the lease with the successful proposer.**
 - **The services and facilities offered at the Marina Property shall be made available to the general or recreational boating public on a non-exclusive basis without regard to race, color, religion, age, sex or similar condition. Access to marina slips and services offered on the pier to the recreational boating public may be gate restricted with access limited to marina tenants, the boating public and authorized staff and service personnel.**
- B. **The Marina Property currently supports existing debt from City revenue bonds originally issued in 1992 and refinanced in 2002. Payments of principal are made at the October 1 commencement of each City fiscal year with semi-annual payments of interest due October 1 and the succeeding April 1. The current debt service schedule is provided as Exhibit G with full retirement of debt scheduled on October 1, 2012. Prior to October 1, 2008, remaining principal debt amounts to \$2,658,054.41, with annual debt service as shown on Exhibit G.**

The successful Proposer shall incorporate in its proposal, periodic funding contributions to the City until full retirement of this existing debt and commencing at the time that the Developer takes full site control of the Marina Property in order to terminate operations and commence the construction of the marina portion of the Project. Proposers may also propose retiring the applicable remaining portions of existing debt and refinance it in its private financing plan with any institutional lenders, as may be proposed. Any refinancing of the remaining debt may not be secured by a pledge of City revenue.

- C. **The proposed development program for the Marina Property is anticipated to require application and receipt of an Environmental Permit submitted jointly to the United States Army Corps of Engineers and the Florida Department of Environmental Protection and other regulatory agencies. Proposers shall submit a project schedule that plans and incorporates the process for obtaining the Environmental Permit that will be incorporated into a legally binding Contract with the CRA.**

05. **GUIDANCE ON COORDINATION WITH THE FUTURE PUBLIC MARKET**

The City/CRA in coordination with Palm Beach County is developing plans to locate a Public Market in the Project Area. The Public Market will focus on the sale of a full array of fresh and prepared foods, and include a farmers market component and crafts, and some retail. The Public Market will be operated by a public or non-profit entity. The market will exist for multiple purposes, such as a small business incubator, tourist attraction, job creator, access to fresh food, increase surrounding property values, and making the Project Area as a regional destination. The benefits a Public Market can provide a community are provided in Exhibit H.

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

The projected development schedule for the Public Market is as follows:

- January 2009: Develop building plans and elevations in co-ordination with selected developer.
- September 2009: CRA to review and approve implementation and building plans for Market.
- September 2010: CRA to complete all grant funding agreements and Inter-local agreement with Palm Beach County.
- June 2011: Construction to begin on market.

06. BUILDING AND DEVELOPMENT PROGRAM

The successful Proposer will propose a development program that incorporates at least:

- A. Provide a program for that portion of the Marina Property, to be subject to the Lease, that includes a combination of demolition, relocation, rehabilitation and new construction for the marina that minimally includes a combination and mix of wet slips, dry-stack spaces, fueling and pump out facilities, state-of the art utility services, a ships store, comfort station, dockmaster's office, parking facilities and a restaurant and other marine related services as the site may accommodate. Proposers are advised that they may consider a program of complete demolition and new construction of the existing marina improvements, or a program offering a combination of renovation, demolition and new construction. However, marina wet slip and dry stack spaces after redevelopment shall minimally accommodate no less than the equivalent vessel dockage capacity that currently exists.
- B. Provide a program for Spanish Courts, that may be subject to the Lease, a separate lease, or conveyed in fee simple, based on the reuse proposal and as determined by the CRA, and that offers uses compatible to the Project Area through a building program of either preservation, renovation and adaptive re-use of the existing improvements or through a program of demolition and new construction.
- C. Provide a program for Bicentennial Park which minimally incorporates the Conceptual Plan and Preliminary Program provided as **Exhibit D** and **Exhibit E**, respectively. As relates to the public promenade, it is the intention of the City/CRA to grant the Developer an access and maintenance agreement to boardwalk improvements located on Bicentennial Park so that this unifying improvement linking the Marina Property to the Bicentennial Park is separately maintained by the Developer. As shown in the conceptual plan, an amphitheatre is proposed as well as park amenities. Proposers are advised that the City has secured a grant for \$1,000,000 which can be applied to the costs of the proposed amphitheater and incorporated in proposers funding plan as a source requested to be provided by the City.
- D. Demolish and rebuild Newcomb Hall, providing approximately 10,000 square feet,

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

including small and large meeting rooms, a kitchenette area, and a small reception and office area. The proposed new location for Newcomb Hall is adjacent to or in conjunction with the Public Market shown in **Exhibit B**, and not subject to the Marina Property Lease. The proposer may propose an alternate location. Proposers are advised that Newcomb Hall will be operated by the City in coordination with the developer of the Public Market.

- E. As stated above, the Public Market location is shown on **Exhibit B**. The proposer shall provide underground infrastructure for public utilities to serve the approximately 1-acre Public Market site, not to be subject to the Marina Property Lease. The proposer shall provide temporary ground cover and other amenities appropriate for a temporary public recreational use pending development of the Public Market. Proposers are advised that this site is to remain in public ownership and control. It is the intention of the City/CRA to fund and develop this property separately in order to offer tenants an array of market and below market rental space as part of a program for small and minority business development and attraction. Proposers may offer an alternate location for the Public Market and Newcomb Hall; however, the City/CRA has determined that **Exhibit B** shows the preferred location.
- F. Provide a parking facilities program which may include plans for a parking garage and other on-site and off-site parking that addresses the parking requirements and serves the needs for the entire Project. Proposers need to calculate the minimally required or proposed (if greater) parking for the redeveloped Marina Property and other redevelopment property to be leased or owned by the Developer. The City/CRA estimates that it will require 200 parking spaces for the planned Public Market and 100 parking spaces for the relocated Newcomb Hall and improved Bicentennial Park for a total of 300 parking spaces. It is anticipated that separate funding for the 200 required spaces for the Public Market will be provided by the developer of the Public Market. Proposers need to incorporate in its operational plan the management plan for the operations and maintenance of the garage facility, including collection of parking fees, if any, and enforcement of parking control regulations.

06. ZONING REGULATIONS AND DESIGN GUIDELINES

Development of the subject property will require issuance of a development permit as well as a building permit. The site is located in the Harbor Village East District of the Plan. All proposed uses and improvements to the site made available through this RFP are subject to the requirements and regulations of Table 8.2 PC-05 of the Plan provided as **Exhibit I**. It is anticipated that some changes to this development program may be required. Proposed amendments to the Plan should be specifically defined in the proposers response to this RFP. The Project Area is located in the General Mixed Use Future Land Use Category. The General Mixed Use designation allows a wide variety of uses including commercial retail, residential, restaurants, marinas, boat storage facilities, office, hotels, and parks. The CRA in coordination with the Treasure Coast Regional Planning Council has completed the Citizens' Master Plan and Charrette Report, referred to as the "Charrette Report". The Charrette Report includes a vision to guide the redevelopment of the City's redevelopment area, and concept drawings for future

**RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA**

redevelopment. A copy of the Charrette Report can be ordered from Westside Reprographics by calling 561-842-0404, or it can also be downloaded from the following internet address:

http://www.lcrpc.org/departments/studio/riviera_beach_cra/master_plan_riviera_beach_cra.pdf.

The successful proposer will, after entering into the Development Agreement, be required to submit all the applicable narrative and physical plans in the level of detail necessary to secure approvals from the City's Planning and Zoning Board, Community Redevelopment Commission and City Council for issuance of a Development Permit. The submittal requirements can be found in the following internet document <http://www.rivierabch.com/titas/ULUA%201.pdf> (Uniform Land Use Application). Reference to other City codes and the City's Land Development Code, including Section 31-577 on off-street parking requirements, may be found at www.municode.com by accessing: Online Library_Florida_Riviera Beach.

The approvals of the Planning and Zoning Board, Community Redevelopment Commission and City Council, must be obtained within twelve (12) months from the effective date of the development agreement unless otherwise waived or extended by the City Council/CRA Board. Proposers shall submit a project schedule that plans and incorporates the process for obtaining the Development Permit that will be incorporated into a legally binding Development Agreement with the City/CRA.

07. CITY/CRA CONTINUED USE OF PROPERTY

After entering into the Contract with the successful proposer, the City/CRA will reserve the right to continue operations of the Riviera Beach Marina until such time as the successful proposer is ready to commence construction. The City/CRA will, at its expense, remove and salvage fixtures, furnishings and equipment not, as it determines, that has been programmed for demolition and removal by the Developer. The Developer, at its expense, shall remove all other facilities planned for redevelopment that are left by the City/CRA after the successful proposer(s) is ready to proceed.

08. PROPOSALS INCORPORATING USE OF OTHER PRIVATE PROPERTY

There is other nearby properties in private ownership that may be available for sale or lease or joint venture participation. Proposers may include, as part of their proposal, development concepts that encompass or incorporate the use of other adjoining private properties or other nearby properties not within the ownership or control of the City/CRA or formally offered through this RFP; provided, that the proposers have the expressed written consent of the owners or the owner's agent at the time that proposals are submitted. A copy of the written consent shall be included in the proposal. Owners or authorized agents of any private property being considered as part of a proposal, may consent to allow more than one proposer to present a concept encompassing or incorporating the use of the property in connection with the proposed uses for the City/CRA owned property being made available through this RFP.

09. RESPONSIBILITIES OF SUCCESSFUL PROPOSER

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

The successful proposer shall generally incorporate in the approved Development Program, a development plan utilizing sound development practices, urban design principles, cost considerations and which accurately identifies market demands and trends.

The successful proposer shall identify required amendments if any, to the adopted 2001 Plan modification and assist the CRA and the City, as reasonably requested, in preparing materials and completing necessary studies to support the proposed amendments.

The successful proposer shall coordinate all activities of members of the development team to ensure that the duties and obligations of the developer are met and fulfilled in accordance with the proposal and resulting contract.

The successful proposer shall assist the CRA and the City as reasonably requested in conducting public information meetings to create community, county, state and federal support of redevelopment activities pertaining to the Project.

The successful proposer shall be responsible for the design, financing, construction, furnishings, equipment, staffing, security, operations, utility charges, maintenance, trash and garbage disposal, and upkeep of the site, buildings and improvements of the leased property and other redevelopment property remaining in the control of the developer after completion of planned improvements that are subject to an agreement between the City/CRA.

The successful proposer shall, at its own expense, obtain all necessary permits, and pay all licenses, fees, and taxes required to comply with all local ordinances, state and federal law, rules and regulations applicable to development and operation to be conducted on premises in accordance with the lease and/or contract between the City/CRA.

The successful proposer shall provide, at its sole cost and expense, all necessary utility installations up to the site including all connecting fees and deposits, and the relocation of existing utilities on the site as required by the proposer.

The successful proposer(s) must comply with any condition imposed by the City's established approval process for a Development Permit.

All proposers are required to consult with a registered architect or engineer licensed in the State of Florida in submitting responses to this RFP.

PART V - CONSIDERATION FOR AWARD/AWARD PROCEDURES

01. CONSIDERATION FOR AWARD

The award of the contract will be based on certain objective and subjective considerations listed below:

A. Experience and Qualifications of Proposer

The qualifications and experiences of the developer, including principal owners and primary personnel, to supervise and manage operations during the permitting, construction, and operating phases of the Project. The qualifications and experiences of the developer shall be considered in evaluating the type of development proposed in relation to such factors as may be applicable to size, scale, similarity, and the success of previous projects, and the developer's legal and financial history. The review of qualifications and experience shall include both real estate development and marina operations or marine related services of a comparable nature.

Total points available for this factor are 15 points.

B. Economic Benefit of Proposed Improvements to City and CRA

Total cost of proposed capital improvements to the site(s) and building(s) anticipated to be completed no later than in year five (5) after commencement of the Project; the estimated amount (if any) of proposed costs for improvements developer requests that the CRA/City provide not already included in the City's CIP Program compared to the total cost to be funded by the developer; the proposed annual contribution to be paid to the City to carry or retire existing debt on the marina until commencement of marina operations; the fee to be paid annually to the City after marina opening and initial stabilization; the estimated increase in the taxable value of the property for all completed improvements anticipated to commence no later than in City/CRA fiscal year six (6) after the commencement of the Project.

Total points available for this factor are 25 points.

C. Incorporation of Other Private Property

The additional net acreage of other private property under the control of the proposer that is proposed to be incorporated into the redevelopment of the Project Area and that yields the greatest return to the City/CRA.

Total points available for this factor are 5 points.

D. Design Characteristics and Public Access

Conformance of the proposal with: redevelopment goals and objectives while providing the highest and best use of the property consistent with terms, conditions and specifications of this RFP, maximizing monetary and non-monetary returns and benefits to the City and CRA, maintaining both general and boating public access to the Marina Property; and demonstrated sensibility and compatibility to

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

adjoining residential, recreational and commercial neighboring uses.

Design characteristics measured by such factors as: aesthetics, appearance, architectural concept, design function and use(s), height, bulk, scale, pedestrian and vehicular site access and circulation, public access to the waterfront, quality and suitability of construction materials to be used, parking, amenities and landscaping to be provided, consideration of natural environmental conditions in design, and overall conformance with redevelopment design guidelines.

Total points available for this factor are 20 points.

E. Development Schedule and Operational Plan

The quality of the proposed operational concept and plan, including the realistic and verifiable project schedule and timetable for permitting, financing, construction start and completion, and leasing; type and extent of services and amenities offered to the general public, days and hours of operation, management, and staffing plans for facilities opened to the public, and any other proposed operational concepts as an economic generator to attract visitors to the Project, as applicable.

Total points available for this factor are 15 points.

F. Local and Minority Participation Plan

The quality of the proposed Local and Minority Participation Plan including, but not limited, to business participation, job creation and job training.

Total points available for this factor are 5 points.

G. Financial Capacity and Funding Plan of Proposer

The financial capacity of the developer to secure full financing and carry out the development in a timely manner, measured by factors including but not limited to: credit standing and financial condition, existing and new cash equity, financing capacity and commitments, acceptable return on investment and debt coverage, guarantees and bonding capacity, amount, type and degree of public assistance proposed to be provided by the City/CRA (if any), and the soundness and accuracy of financial proformas including detailed development cost schedules, cash flow statement, and source and use statements.

Total points available for this factor are 15 points.

Total Points Available for all Factors is 100 Points.

02. AWARD PROCEDURES

A. CITY/CRA Staff Analysis

CITY/CRA staff will prepare a preliminary analysis of the responses for presentation to the CRA Board/City Council on September 10, 2008. Each of the factors listed above and reviewed in relation to the submission requirements will be analyzed utilizing the following assessment values:

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

1. Exceeds expectations
2. Meets expectations
3. Does not meet expectations

No weighting criteria will be established nor will the developer teams be ranked.

B. CRA Commissioner Ranking and Final Selection

The CRA Board will make its final decision on ranking of the developer teams and the selection of the preferred developer based upon four factors:

1. The evaluation report by City/CRA staff and consultants prepared on September 5, 2008.
2. The developer presentations on September, 10 2008
3. Public input

Deliberations at the September 10, 2008 CRA Board meeting:

Each team will have thirty (30) minutes to make its presentation to the CRA Board. This time limit will not include time during which questions by the CRA Board or staff members are directed to the team. Each team should spend approximately ten (10) minutes of time on the Development Strategy and the Master Plan and twenty (20) minutes on the Business Plan, including Phase One, and the relationships to the City of Riviera Beach.

The CITY/CRA and the highest ranked respondent will enter into negotiation of the Development Agreement. If no agreement is reached within sixty (60) days, or within such time as may be extended by the CRA Board, the CRA Board may determine whether to terminate such negotiations and initiate negotiations with the second ranked respondent or engage in negotiations with both the first and second ranked proposers.

Each response will be evaluated individually and in the context of all other responses. Responses must be fully responsive to the requirements described herein, and to any subsequent requests for clarifications or additional information made by the CRA through written addenda to the RFP. Responses failing to comply with the requirements, or those unresponsive to any part of this RFP may be disqualified.

The CITY/CRA may, at its discretion, elect to waive any non-material requirement, either for all responses or for a specific response. Timelines and signature requirements are not waivable. Furthermore, the CITY/CRA reserves the right to reject any and all responses received either in whole or in part, with or without cause, or to waive any response requirement, minor irregularities, informality or deficiencies, in any response if such action is deemed by the CITY/CRA to be in the best interest of the Project, the CRA or the City.

RIVIERA BEACH MUNICIPAL MARINA AND OTHER REDEVELOPMENT PROPERTY
RFP NO.: CRA2008- # TBA

In its sole discretion, the CITY/CRA reserves the right to withdraw this RFP either before or after receiving responses, may accept or reject responses, and determine the qualifications and acceptability of any party or parties submitting responses to this RFP. The CITY/CRA reserves the right to reject any and all responses received either in whole or in part, with or without cause or waive any RFP requirement informalities, or deficiencies, in any response if such action is deemed by the CITY/CRA to be in the best interest of the CITY/CRA, the City or the Project.