



## **PURCHASING DEPARTMENT**

Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094

### **REQUEST FOR PROPOSALS CHARLOTTE COUNTY, FLORIDA**

Notice is hereby given that the County of Charlotte will be receiving sealed proposals at the Purchasing Department, Suite 344, Charlotte County Administration Complex, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (941-743-1373), for

#### **RFP NO. 2006000119 MURDOCK VILLAGE REDEVELOPMENT INITIATIVE SALE AND DISPOSITION OF REAL PROPERTY**

The intent of the County is to contract with a willing and qualified developer to redevelop approximately 870 acres within the 1,200 acres Murdock Village Redevelopment area, located in Sections 1, 2, 10, 11, 12 and 14, Township 40 South, Range 22 East, in Charlotte County, Florida (more particularly described in Charlotte County Resolution No. 2003-073). Creative and capable developers are invited to submit a proposal that will demonstrate their commitment and ability to implement the Murdock Village Community Redevelopment Plan and provide information regarding their development expertise, qualifications and financial strategies to enable the County to advance this redevelopment initiative. The redevelopment opportunity will consist of, among other things, the sale and disposition to the selected developer of approximately 870 acres of lands owned by the County.

**PRESUBMITTAL MEETING: 9:00 a.m. (EST), January 20, 2006  
CHARLOTTE COUNTY ADMINISTRATION BUILDING, ROOM 119  
and**

**FOLLOW UP MEETING: 9:00 a.m. (EST), February 3, 2006  
CHARLOTTE COUNTY ADMINISTRATION BUILDING, ROOM 119**

**PROPOSAL DUE DATE: 5:00 p.m. (EST), February 23, 2006  
PURCHASING DEPARTMENT, SUITE 344**

A more detailed description may be obtained by contacting Charlotte County Purchasing Department's Automated FaxBack System at (941) 623-1034, requesting Current Solicitations, document number 061192, or by accessing the Charlotte County Website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing). Complete documentation may be obtained for a non-refundable fee of \$75.00. Checks are to be made payable to Charlotte County Board of Commissioners. If you have any questions concerning this project, please contact Carole A. Smith, CPPB, Senior Contract Specialist, at 941-743-1373.

SunCoast Media Group  
Sun Newspapers  
December 15 & December 22, 2005



## **PURCHASING DEPARTMENT**

Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378  
Facsimile (941) 743-1384

### **ADDENDA NOTIFICATION FORM**

**RFP NO. 2006000119**

#### **MURDOCK VILLAGE REDEVELOPMENT INITIATIVE SALE AND DISPOSITION OF REAL PROPERTY**

The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Department to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941-743-1384, attention Carole A. Smith, CPPB, Senior Contract Specialist.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\*\*\*\*\*

**Charlotte County Purchasing Department  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094  
941-743-1378**

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**STATEMENT OF NON SUBMITTAL**

If you **do not** intend to submit a proposal on this service, please return this form to the above address immediately or fax to 941-743-1384. If this statement is not completed and returned, your company may be deleted from the Charlotte County Consultants' list for this service.

We, the undersigned, have declined to submit a proposal on the requested service **RFP 2006000119, MURDOCK VILLAGE REDEVELOPMENT INITIATIVE - SALE & DISPOSITION OF REAL PROPERTY**, for the following reason(s):

- Insufficient time to respond to the Request for Proposal.
- We do not offer this service.
- Our schedule would not permit us to perform.
- Unable to meet bond/insurance requirements.
- Unable to meet proposal specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this service.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company name: \_\_\_\_\_

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

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Statement of No Submittal may be faxed in to the Purchasing Department (941-743-1384).

/cas

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SALE AND DISPOSITION OF REAL PROPERTY**

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**REQUEST FOR PROPOSALS  
MURDOCK VILLAGE REDEVELOPMENT INITIATIVE  
SALE AND DISPOSITION OF REAL PROPERTY  
REQUEST FOR PROPOSALS #2006000119**

**PART I - GENERAL INSTRUCTIONS**

**RP-01 OBJECTIVE:**

A. The objective of this Request for Proposals (RFP) is to seek redevelopment plan proposals from qualified developers.

B. Time and Date Due - Charlotte County will accept proposals from individuals, corporations, partnerships, and other legal entities authorized to conduct business in the State of Florida until 5:00 p.m., February 23, 2005.

C. In order to insure that all firms have sufficient information and understanding of the County's needs, a **Pre-submittal Conference will be held January 20, 2006, at 9:00 a.m., in Room 119, Administration Building, 18500 Murdock Circle, Port Charlotte, Florida.** In addition, the County has scheduled a follow-up meeting on **February 3, 2006, at 9:00 a.m. in Room 119, Administration Building, 18500 Murdock Circle, Port Charlotte, Florida** to solicit additional questions and provide any additional information available on the project.

**RP-02 DEVELOPMENT COSTS:** The County shall not be liable for any expense incurred in connection with preparation of a response to this RFP. Developers should prepare a straightforward and concise description of their ability to meet the requirements of the RFP.

**RP-03 INQUIRIES:** The County will not respond to oral inquiries. Developers may submit written or faxed inquiries regarding this RFP to the Purchasing Department, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida 33948; Fax No. (941) 743-1384, or they may be addressed at the pre-submittal conference. The County will respond to written or faxed inquiries received at least ten (10) working days prior to the RFP due date after which no response will be given.

The County will record its responses to inquiries and any supplemental instructions in the form of written addenda and will send written addenda to all developers who received the RFP. It shall be the responsibility of the developer, prior to submitting their proposal, to contact the Purchasing Department to determine if addenda were issued, acknowledging and incorporating them into their proposal

**RP-04 PROPOSAL SUBMITTAL AND WITHDRAWAL:** The cover letter accompanying proposals is to be typed on the firm's letterhead, specifically referring to the project and the scope of services. The information described in section RP-27 is to be submitted in one (1) original form plus twenty (20) signed copies and one unbound reproducible copy of the proposal. Financial statements for each required copy should be included in separate sealed envelopes marked "Financial Statements - Confidential", and all documents should be placed in a sealed package clearly marked on the outside "**RFP NO. 2006000119, MURDOCK VILLAGE REDEVELOPMENT INITIATIVE**" and addressed to:

Director of Purchasing  
Charlotte County Administration Complex  
18500 Murdock Circle, Suite 344  
Port Charlotte, Florida 33948-1094

Proposals received after the established deadline will not be opened. Developers may withdraw their proposals by notifying the County in writing at any time prior to the due date. Upon opening, proposals become "public records", and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

**RP-05 USE OF COUNTY SEAL:** In accordance with Ordinance #96-002, the manufacture, use, display or other employment of any facsimile or reproduction of the Charlotte County Seal, without the express, prior, written approval of the Board of County Commissioners of Charlotte County, Florida, is hereby declared to be unlawful and punishable as a Second Degree Misdemeanor as provided in Section 165.043, Florida Statutes. Accordingly please request the use of the County Seal.

**RP-06 PUBLIC ENTITY CRIMES STATEMENT:** In accordance with Florida Statutes Sec. 287.133(2)(a), "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 price proposal on a contract to provide any goods/services to a public entity, may not submit a price proposal on a contract with a public entity for construction or repair of a public building or public work, may not submit price proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or developer 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, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**RP-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received on the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County shall be the sole judge of the proposal and the resulting agreement that is in its best interest, and its decision shall be final. This Request For Proposal shall supersede, supplant and replace all other requests for interest by the County or its redevelopment agency including RFP NO. 2004000138.

**RP-08 EQUAL EMPLOYMENT OPPORTUNITY:** All proposers are hereby notified that the successful proposer must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through the subject redevelopment initiative.
- Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Proposer will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Proposer to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Proposers' books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to include a similar covenant in any agreement entered into with a successful proposer.

**END OF PART I**

**PART II INFORMATION/BACKGROUND**

**RP-09 OFFERING SUMMARY:** Murdock Village Community Redevelopment Area consists of approximately 1,200 gross acres of land within the unincorporated area of Charlotte County. The County has assembled approximately 870 acres of property within the Redevelopment Area that they are offering for sale under this RFP. The details of the offering and the uses and ownership of the remaining 330 acres is provided in Exhibit B – The Real Estate Sale Offering Package. All information in the Real Estate Offering Package is believed to be accurate, but cannot be guaranteed. The Murdock Village Community Redevelopment Area is comprised of approximately 3000 platted lots that were a part of the General Development Corporation’s subdivisions from the 1960’s. Although substantially platted the area was only sparsely developed. The Table below shows the acreage and vested entitlements available with this offering. The County anticipates that the available DRI vested density noted below will be available to the developer and the proposal submitted to the County should be made on that basis.

**Murdock Village Community Redevelopment Area**  
**The Sale Offering**

	The Real Estate		Available DRI Vested Development Density subject to site plan approval	
	Acreage Total	Parcels/Lots	Residential Units	Commercial Density (SF)
Real Estate Offering				
- Single-Family			2,744	
- Multi-Family			538	
- Regional Commercial				732,434
- Local Commercial				1,437,566
<b>Total</b>	<b>871.18±</b>	<b>1 Parcel/74 Lots</b>	<b>3,279</b>	<b>2,170,000</b>

The County and its Murdock Village Community Redevelopment Agency (the “CRA” or “Agency”) expects to enter into a single agreement to convey fee simple title of the real estate offering identified in Exhibit A – approximately 870 acres to the successful proposer. However, the conveyances may occur in stages if negotiated with the successful proposer as identified in a redevelopment agreement. However, if the entire parcel is not sold at one time, negotiations will need to include parcel take-down based on market conditions at the time of sale.

Pursuant to Chapter 125, Part I and Chapter 163, Part III, Florida Statutes, the County will advertise for the disposition of the property acquired by the County and/or its Redevelopment Agency within Murdock Village on January 24, 2006 to provide the appropriate notice as articulated in Section 163.380, Florida Statutes. All proposers are directed to Chapter 163, Part III (the Community Redevelopment Act) and specifically Section 163.380, Florida Statutes.

**RP-10 OVERVIEW:** Murdock Village Community Redevelopment Area was identified as a key site for redevelopment due to the “Findings of Necessity” Report prepared by the County in 2003 that determined the area “blighted” within the meaning of the Community Redevelopment Act. The Murdock Village Community Redevelopment Plan (CRP) was adopted in 2005 to implement the policy direction of the County and CRA to use the skill and expertise of a capable and cooperative redevelopment partner to implement the vision and the removal of blighted conditions. The CRP contains the vision, objectives and strategies to redevelop the Murdock Village Community Redevelopment Area.

In 2003, the Board of County Commissioners (BCC) created the Murdock Village Community Redevelopment Agency (CRA) and declared the BCC shall sit ex-officio as the CRA. The BCC serves as the governing body of the CRA, but the CRA is a separate public body corporate and politic under Florida Law. Unless the content requires otherwise, for convenience all references to the CRA or County shall include both entities unless the context or law require otherwise. The Community Redevelopment Act (CRA Act) is available in Chapter 163, Part III of the Florida Statute.

As stated in the Murdock Village CRP, the vision is to create a mixed-use, high-tech, energy efficient and environmentally friendly community that embodies several fundamental concepts. These concepts include the development of a vibrant and attractive gathering place for the entire community in the form of a Town Center, “five-minute walk” access to parks, facilities and services, pedestrian friendly street access network, and interior greenway and blueway open space linkages that integrate the Community Redevelopment Area (CRA) with existing County and community resources.

The County is seeking detailed proposals for the redevelopment of the aforementioned properties as identified in Exhibit B. The County contemplates that its business relationship will be with a single developer which would provide all services related to the future planning, design, development, and construction of housing, and other non-residential building(s) or facilities on the subject property. The County will be available to assist in securing necessary approvals from the appropriate regulatory bodies or agencies, where appropriate, and to act as the intermediary or intergovernmental partner to facilitate the use of tax increment or other publicly available revenue sources.

It should be the goal of each respondent to provide a comprehensive proposal that satisfies the community's standards as illustrated in the concept plan provided in the Murdock Village CRP and Appendix J of Exhibit B.

**RP-11 CONCEPT PLAN:** The conceptual diagram that is provided generally illustrates the location and relationships of land uses, general street layout, parks, open space, public areas and pedestrian networks related to implementing the overall objectives and strategies envisioned for the CRA. The elements that are shown in the Concept Plan may be relocated or realigned as long as the modifications are generally consistent with the vision articulated in the Murdock Village CRP. The concept reflects key elements of a strongly integrated multi-use community with an east-west connector road, interconnectivity between the Town Center and Neighborhoods while maintaining a pedestrian friendly street network and reconfiguration of the existing canals to create a natural flow way and linear park. It is envisioned that the Town Center will be a mix of residential, retail, and office as well as community gathering places.

**RP-12 FINANCIAL AND REGULATORY SUMMARY:** The redevelopment of Murdock Village is expected to take place according to a Murdock Village CRP as provided for in Chapter 163, Florida Statutes. The Board of County Commissioners has approved Ordinance 2005-020 that established the Murdock Village Trust Fund to allow for the collection of tax increment revenues that can be used for a variety of activities associated with the redevelopment. The County and the CRA anticipates entering into an interlocal agreement with the redevelopment partner and a Community Development District (CDD) which will articulate a number of infrastructure activities that the CDD will be expected to fund, finance, and deliver. The County and the CRA are prepared to contribute tax increment revenues from the Murdock Village Community Trust Fund to underwrite capital projects within the Murdock Village CRA.

The creation of a municipal services taxing unit to fund municipal services and/or infrastructure within the community redevelopment area and the contribution of such funds under an interlocal agreement between the County and the CRA is also a possibility.

The County is prepared to favorably receive a petition to create and establish a community development district (of less than 1,000 acres) and to enter into one or more interlocal agreements which provide for the delivery of infrastructure or essential services by the community development district, both within the community development district and to adjacent or nearby areas. The County reserves the right to retain substantial control over this process in exchange for the contribution of financial support and underwriting a portion of the cost of the infrastructure involved.

A thirty-five acre site within the Murdock Village CRA is targeted to be acquired by the Charlotte County School Board to provide an elementary and middle school campus within Murdock Village. With the concurrence and consent of the local school board, the County will also consider establishing an educational facilities benefit district (EFBD) to assist in the construction and delivery of schools within the redevelopment area, the presence of which will help to achieve a family-oriented environment in Murdock Village.

The Murdock Village CRP was found to be consistent with the Charlotte County Growth Management Plan by the local planning agency. The Murdock Village Mixed-Use Redevelopment District land-use designation was adopted by the Board of County Commissioners in January, 2005 and further articulates the vision for Murdock Village by establishing densities and intensities. In addition, the County has received a Binding Letter of Interpretation of Vested Rights (BLIVR) from the Florida Department of Community Affairs that determined the following uses were vested: 2,744 Single Family; 538 Multi-Family; and 3, 023, 882 square feet of commercial. This sale offering anticipates that at least 2.17million square feet of commercial, 2,744 Single Family and 538 Multi-Family units will be available to the selected developer subject to site plan approval as outlined in Exhibit B. In addition, the County has submitted an Equivalency Matrix to the Florida Department of Community Affairs to allow for the tradeoff of portions of the vested development rights to increase uses in one land use category and reduce uses in another land use category while ensuring that the currently approved/vested impacts of the development are not adversely impacted. The BLIVR and Equivalency Matrix are included in Exhibit B

**RP-13 KEY ASSUMPTIONS SUMMARY:** Each proposal and offered purchase price should reflect the following assumptions:

- Land holding of approximately 870 acres as identified in Exhibit A.
- The County will be vacating all appropriate plats, rights-of-way, and providing assurances that existing deed restrictions are no longer enforceable.
- The County will deliver fee simple title to all parcels.
- The County will act as applicant in applying for the rezoning of the Murdock Village Redevelopment Area to the Murdock Village Mixed Use Zoning District (the draft of the zoning district is included in Appendix I of Exhibit B).
- The Murdock Village CRA will assign a Murdock Village Development Specialist that will assist the selected developer during the development review and permitting process. Additional staff may be hired as necessary to assure that permitting process is expedited.
- The County will accept the Environmental Studies provided in Exhibit B for environmental assessments needed in the Planned Development process.
- The County will obtain approval of the Habitat Conservation Plan by the United States Fish and Wildlife Service in 2006 and will provide mitigation land for the Scrub Jays which will provide pre-approval for the development of Murdock Village so that future development will not be subject to U.S. and State regulations when developing the property.

The County anticipates that this project will be developed within the development parameters approved in the Binding Letter of Vested Rights and that a Development of Regional Impact will not be necessary. The determination of whether a DRI is required is governed by Chapter 380, Florida Statutes.

**RP-14 PROCESS AND SEQUENCE OF EVENTS:** The objective of this process is to find a developer with the commitment and business proposition that are most satisfactory to the County. It should be understood that each respondent is making an offer to purchase and redevelop this property subject to the assumptions, conditions and contingencies identified in this RFP. Ultimately, the proposal and plan(s) contemplated here will be memorialized in a “redevelopment agreement,” that will address respective obligations and performance requirements necessary to implement the plan as proposed and be negotiated with both parties following this selection process.

A selection committee will screen the detailed proposals and rank them according to the criteria identified in this RFP.

The evaluation criteria includes the developer’s concept plan as it is consistent with vision and objectives articulated in the Murdock Village Community Redevelopment Plan, the purchase price, the proposed structure for assuring that the concept proposed as part of this selection process is implemented, and limits on the County’s financial exposure. Throughout the process respondents should attend and participate in scheduled meetings for the purpose of clarifying any issues that may exist or develop during the RFP process.

The County contemplates that respondents will submit a detailed proposal package that includes specifications as outlined herein and a substantial deposit as outlined in section RP-23.

The selection process will involve several stages.

- **FIRST:** Pre-Submittal Meeting with principals of the developers receiving this RFP. The objective of this meeting is to provide an overview of this project and provide an opportunity for developers and their representatives to ask questions and explore issues that might become obstacles in rendering a final proposal and development scheme. It is suggested that these discussions provide a means for exploring the issues described herein and pertinent to an anticipated proposal. The discussions may result in addenda to this RFP.
- **SECOND:** Follow-Up Meeting following the publication of the 30-day notice as required by the Community Redevelopment Act. This meeting will allow further opportunity to discuss issues or concerns that have arisen during the preparation of the developer’s proposal. New information or updates on pending regulatory determinations will be provided and discussed

- **THIRD:** Actual submission of final proposal documents. The Selection Committee will review the Proposals and rank them based on the criteria identified in this RFP and the top ranked firms will be asked to present their proposals to the Professional Services Committee.
- **FOURTH:** Oral Presentations - Each ranked proposer will be given 30 minutes to present their plan and financial package to the Professional Services Committee. The Professional Services Committee will have 90 minutes to ask questions of the developer to clarify any concepts or issues. Specific questions maybe presented ahead of time to the ranked firms in order to prepare for the presentations. Evaluation Criteria for this stage will be made available prior to the presentations.
- **FIFTH:** The Board of County Commissioners (BCC) will hold a public hearing, as required by the CRA Act, and then select a proposer to negotiate a redevelopment agreement. No proposer will accrue any rights to the property until a redevelopment agreement has been executed.

**RP-15 SITE AND STRATEGIC PLANNING CONSIDERATIONS:** The County initiated this project through a voluntary acquisition program from willing sellers which was then followed by the use of eminent domain as provided for in the CRA Act. The project site was divided into 10 manageable phases. The County committed to financing the acquisition of Phases 1-9 for approximately \$82 million. With acquisition completed for Phases 1-9 which is the majority of the redevelopment area, the only outside area that the County may consider acquiring is the remaining commercial properties along US 41 which are the remaining parcels in Phase 10. The County strongly encourages that the developer include in the proposal a proposed plan for the remaining lots not yet acquired (See Appendix F of Exhibit B) that will identify the developer's approach and interest in those lots or other suggested strategies to redevelop that area through private/public initiatives.

Since Hurricane Charley struck Charlotte County in 2004, the need for affordable housing for all segments of the community has grown due to the loss of the existing affordable housing stock. The County is seeking innovative ways to create more affordable housing in the community for the workforce and people with special needs. The proposer should consider ways to incorporate some housing that will be affordable to the workforce that will be generated by the commercial development that will occur in Murdock Village. Providing a mix of housing product through out the community is one of the objectives outlined in the Murdock Village Community Redevelopment Plan. One of the evaluation criteria identified in this RFP is the developer's response to the affordable housing needs in the community. The developer should consider including some affordable housing component in the proposal which will identify the proposed number of units, types of units and possible locations within or in close proximity to Murdock Village. Affordable Housing for this component is defined as affordable to residents up to 100% of the area median income (\$34,438 for single person household and \$49,150 for a family of four). In order to qualify for assistance from state funds, the maximum purchase price for a house today is \$189,682. Monthly rent for a two-bedroom apartment is approximately \$200 today. The County is interested in leveraging existing housing resources. To achieve the maximum points assigned to this criterion, the proposer would provide at least 10% of the total number of housing units in Murdock Village as affordable units, either rental or owner-occupied or any combination. Other initiatives such as cash or land donations, down-payment assistance, or providing qualified housing outside of Murdock Village will also be considered.

In January, 2004, the County participated in a Sustainable Design Charrette for Murdock Village that addressed four (4) major topics: resource conservation; building design and community planning; energy conservation; and community/recreation. Representatives from local government and the business industry participated in the two-day charette, The Florida Green Building Coalition also made a presentation on green building standards. Several recommendations were presented in the report that was issued. The report is included Appendix W of Exhibit B. The developer should consider how recommendations from this charrette would be incorporated into the proposal.

The County envisions a public administrative complex of approximately 150,000 square feet to be incorporated into the overall concept plan that the developer will submit. The County would like a structure that could accommodate administrative offices for both the Board of County Commissioners and possibly the School Board with a joint meeting facility. Options on how the facility will be built and owned should be considered during the financial considerations of the proposal. Final details would be negotiated as part of the redevelopment agreement.

Site Preparation and final site engineering will be the responsibility of the selected developer. In addition, to the typical site work that would occur, clearing of vegetation and fill, there are existing streets that will need to be demolished. Proposals should include the additional costs for the demolition, if there is a cost benefit for the County to remove existing infrastructure, the County may elect to provide the clearance of the existing horizontal infrastructure. The proposal should identify the costs and provide a recommendation on who will be responsible for the demolition

**RP-16 ASSUMED RESPONSIBILITIES OF THE SELECTED DEVELOPER:** While the County contemplates working closely with the selected developer, it should be clearly understood that the developer is expected to assume all those responsibilities normally undertaken by developers in projects of this scale. Each respondent is expected to arrange for site clearance, earthwork and development, arrange for the delivery of all utilities and services, plan and implement the necessary infrastructure beyond that indicated below, secure all necessary permits and approvals, secure relationships with other developers, builders, and professional service consultants as appropriate, secure financing for all activities associated with this undertaking, and generally oversee all implementation efforts. In addition, each respondent is expected to focus and participate with the County to negotiate a fair redevelopment agreement in a timely manner that is consistent with the proposal submitted.

Budgets and proposals should contemplate the following facilities, improvements and costs when preparing the proposal:

- Securing all permits and approvals in conjunction with County input and assistance
- Provision of all on site utilities working cooperatively with the County approved provider
- Provision of all external connections linking these utilities
- Resolution of any environmental issues or constraints normal or customary of projects this size and character
- Provision of other public facilities normally required of projects this size
- Placement of utilities underground according to the standards of the County and the provider
- Provision of all internal roads and development infrastructure, connecting to certain major roads or segments as specified by the County
- Development of urban design guidelines that will be incorporated into the Murdock Village Mixed-Use Zoning District that will be prepared with County input after final selection of developer
- Dedication of rights of way to accommodate named roads or sections of roads described in Exhibit B
- Purchase of additional land if deemed desirable

The above list should not be considered all inclusive. Each respondent is urged to weigh how these and like responsibilities must be evaluated in the context of the final price offered to the County for sale offering as described in Exhibit B.

**RP- 17 PARK:** The North County Regional Park consists of approximately 100 acres and Phases I and II have been completed. There are approximately 20 acres in the northern section of the park that has not yet been designed, some of which are designated as conservation easements. The County is open to working with the selected developer during the design phase of this section. This park or its exact equivalent must be functionally maintained. If a respondent believes its proposal relies substantially on moving the park to another area or areas within the redevelopment area, this can be accommodated subject to maintaining the integrity, character, and facilities of this park in the redevelopment area or general vicinity. The cost of any such relocation must be reflected very specifically within the proposal. The cost must in no way affect the purchase price and must be absorbed as a development expense or otherwise without public contribution. The public financing mechanisms described in RP-12 may be available to structure financing. Any proposal that suggests the redevelopment or reconfiguration of the park must demonstrate how the functional equivalent of the full facilities and use of the park will be made available before the existing park is redeveloped.

**RP-18 COUNTY'S COMMITMENT AND RESPONSIBILITIES TO THIS PROJECT:** The County is committed to assist in local regulatory approvals as appropriate and will staff at least one position to help with the expediting of permits and reviews. Assistance with other regulatory approvals and permitting can be assumed by the selected developer, where and when appropriate.

The County contemplates applying tax increment funds to specific types of infrastructure improvements that can be classified as community redevelopment. While other funding may be available, there will be a strong bias toward proposals that are otherwise financially self-sufficient. In any case, financial participation will be limited to the degree that a proposed development is capable of generating tax increment dollars or ad valorem taxes derived from the redevelopment area and would apply only to those project elements allowable under Chapter 163, Florida Statutes.

Reliance on any of the financing mechanisms described in the FINANCIAL AND REGULATORY section above should be described in the submission if they are pertinent to any respondent's final concept. Respondents should identify whether the use of tax increment revenues are anticipated and at what level, along with the use of other taxing units or other financial vehicles. Specific financing proposals must be described in detail.

The County anticipates several key responsibilities, including:

- Obtaining the approval of the Binding Letter of Modification (BLIM) to establish an Equivalency Matrix to be used by the developer to allow for the tradeoff between land uses;

- Rezone the property to the Murdock Village Mixed Use Designation;
- Obtain the judicial validation of all underlying matters required by the CRA Act to issue tax increment revenue bonds;
- Finalize all outstanding legal challenges which have arisen in the eminent domain proceedings;
- Delivering fee simple title to all parcels that comprise this offering; a title insurance policy will be provided at closing by the County at the developer's expense;
- Providing a single boundary survey of the lands to be acquired which will become the developer's expense at closing;
- Working with the selected developer to locate and dedicate rights of way for Toledo Blade and Flamingo Boulevards;
- Working cooperatively to design the cross section of these named roads or road segments;
- Making CRA funds or like revenues available for purposes of funding or financing specific improvements or community redevelopment activities;
- Making CRA funds or other agreed upon revenues available for purposes of providing infrastructure within these roads or road segments that might support any planned redevelopment program;
- Making CRA funds or other agreed upon revenues available for purposes of funding landscaping improvements to US 41 and SR 776 which together define the perimeter of the 1,200 acres;
- Making CRA funds or other agreed upon revenues available for purposes of funding interlocal agreements with a community development district for both on-site and off-site improvements; and
- Negotiate in good-faith a redevelopment agreement that is consistent with the Community Redevelopment Plan, this RFP, and the proposal that is selected.

**RP-19 EVALUATION CRITERIA:** It should be the goal of each respondent to prepare proposals that best satisfy the combination of planning, design and financial objectives articulated by the County. It is expected that respondents will exercise maximum creativity in accordance with the needs described herein.

The County and its consultants will review the detailed proposals, seeking clarification where necessary. The proposals will be evaluated by a committee of County staff according to criteria listed on the attached evaluation form on pages 20, 21 and 22. These criteria have a total value of 500 points. Topped ranked firms will be asked to make an oral presentation of their proposals to the Professional Services Committee. Staff will make its evaluation and recommendation to the Board of County Commissioners to negotiate a redevelopment agreement with the selected proposer.

**RP-20 OTHER CONSIDERATIONS OR ISSUES:** In addition to the primary evaluation criteria above, the County encourages respondents to submit innovative suggestions for addressing the following considerations or issues:

- Use of local consultants, contractors, realtors, suppliers, and vendors
- Redevelopment Strategies for the remainder of Redevelopment Area 2 as identified in Exhibit A
- Reuse of existing building and infrastructure materials
- Incorporation of telecommunications, fiber optics, wireless and/or broadband services in the concepts presented

**RP-21 THE SIGNIFICANCE OF PRICE AS ONE OF THE CRITERIA:** The County is making a substantial initial financial commitment to this project of approximately \$82 million to acquire the assembled parcels being offered, the County believes that the value of the assembled land significantly exceeds the cost of acquisition. Preliminary analysis suggests that its initial investments can be offset and the County is committed to cost recovery. The County will find proposals that offset its financial commitments very attractive. While a market based purchase price is at least one way in which the County may recover its investment, it is also aware that long term revenue streams comprised of taxes, fees, assessments, or other fiscal benefits flowing from the redevelopment area may play a part in cost recovery.

Respondents are encouraged to carefully analyze these potential fiscal benefits independently based on their proposed concepts. Respondent's analysis of these fiscal benefits must be well documented so the County can evaluate how the specific price proposal may be complemented by any revenue streams that would have been unavailable to the County but for the particulars of the proposed project. These public revenue streams will be evaluated together with the final purchase price for their fiscal implications.

**RP-22 ROLE OF THE REDEVELOPMENT AGREEMENT:**

A. Purpose of the redevelopment agreement

- Reduce the relationship of the parties to writing
- Incorporate the content of plan and entitlements
- Describe County and developer roles
- Describe respective responsibilities over the term of development
- Describe incentives, if applicable, along with thresholds for these to be provided or applied
- Describe anticipated timetable
- Describe developer's guarantees of performance and provide for accountability under the provisions of the CRA Act
- Serve as a contract for transfer of identified fee simple interest(s) on an "as is" basis subject to identified conditions precedent

B. Contents of the redevelopment agreement

- Specific provisions of the master plan submitted by developer
- Conceptual Design standards or principles to the extent they are relevant to the master plan
- County's general obligations
- County's obligations to provide required acreage and title thereto; and address lands not being conveyed or to be subjected to public ownership or use
- Developer's general obligations and covenants
- Developer's financial obligations
- Schedule of payments, private and public where relevant
- Takedown schedule, should it be relevant
- Interlocal agreements if applicable
- Limitation on assignability
- Remedies available to both parties

The redevelopment agreement will address the conditions which must be satisfied by both the County and the selected developer prior to closing and over the course of the redevelopment. The list of materials and exhibits above will be integrated into the redevelopment agreement and be part of the controlling documentation for the subsequent redevelopment initiative. The redevelopment agreement will memorialize the developer's assurances that the project will be developed as proposed.

The redevelopment agreement will describe purchase procedures for the subject property. The redevelopment agreement will allow for only certain contingencies which will be specified by the County. The purchase price is expected to be the price proposed by the parties responding to this RFP. All deposits required herein will be credited to the purchase price at closing.

Among other things the redevelopment agreement will provide that under no circumstances shall any developer have the right to seek monetary damages against the County or its CRA and their respective officials, employees, representatives and agents; such remedy must be waived and relinquished by the developer.

**RP-23 PURCHASE PRICE AND DEPOSITS:** A purchase price must be specified in the developer's proposal. At any time prior to execution of a redevelopment agreement, the County may reject all proposals and or request resubmission of all proposals. Closing on the disposition of any real property will be subject to the developer completing all requirements of the redevelopment agreement which is to be promptly negotiated and finalized once a proposer is selected. It will be the responsibility of the developer to resolve any and all contingencies not expressly assumed by the County. An additional deposit of the selected developer (estimated at \$1 million) must be paid to the County upon execution of a redevelopment agreement.

The purchase price is only one of the many variables involved in evaluating the proposals; it will be evaluated along with the planning documents at the beginning of the evaluation process. The price to be disclosed should be that price individual respondents would anticipate paying for the property under the assumed conditions described in this RFP. All other information associated with development costs and terms as they are related to the price itself should be addressed in the body of the main proposal. The price proposed must address:

- Price to be paid for the 870 acres if the respondent completes all demolition of existing infrastructure
- Price to be paid for the 870 acres if Charlotte County elects to clear the site of existing infrastructure

The proposed price will be evaluated along with the components of the physical plan submitted in the proposal. In evaluating the proposals, the County will take into account the long-term benefits the proposed development will have on the community and the proposal's ability to implement the Murdock Village Community Redevelopment Plan and

remedy the blighted conditions identified in the area. Should there be any variations in the proposed price, based on any deviations from the assumed conditions, these will be resolved in the negotiated redevelopment agreement.

The deposit accompanying this detailed proposal must be a cashier's check payable to Charlotte County, Florida in the amount of \$200,000. The funds will immediately be deposited by the County into an interest-bearing escrow account. Immediately after the Board of County Commissioners formally selects a developer, that deposit becomes the property of the County subject to the execution of a redevelopment agreement. Failure to negotiate and execute a redevelopment agreement within 120 to 180 calendar days may subject the selected proposer with a loss of some or all of the deposit (based upon actual and verifiable cost experienced or incurred by the County in the negotiation process) at the discretion of the County. The deposits of the other proposers will be returned with interest within twenty days of selection of a proposer for negotiation of a redevelopment agreement. If the County and the selected proposer cannot come to mutually agreeable terms for a redevelopment agreement, the County reserves the right to return any deposit, or portion thereof, and then negotiate with any other proposer or seek other proposers. In the event the determination is to engage in negotiations with any other proposer, the County may first require a \$200,000 deposit.

**RP-24 GENERAL CONDITIONS AND CRITERIA:** The County has established broad, conditional criteria for evaluating submissions. The County is looking for proposals that will demonstrate the financial capacity to implement any concept proposed for the subject or related properties individually and in total. Although value of the consideration will play a part in the analysis, sensitivity to the concept plan is strongly encouraged and will figure prominently into the ultimate selection. Guarantees and assurances of performance will be considered as part of the financial capacity to implement. The County assumes that all proposals will be economically feasible within the dictates of the prevailing real estate marketplace and is not prepared to accept burdens normally shouldered by a developer, a related entity, or potential users except as already outlined. Prior experience in similar undertakings is important to the County as evidence of both a respondent's ability to satisfy general planning objectives and capacity to implement the longer-term program.

Various information in the County's possession such as title reports, surveys, road plans, utility maps, and similar information will be made available to all proposers.

Upon final selection and assurances that the project will be constructed as proposed, the selected developer will be required to close on the subject properties according to an agreed upon schedule that shall be firmly established in the redevelopment agreement. It is incumbent on the respondents to propose a concept, time frame, and price that can be implemented and to provide a form of assurance acceptable to the County that the redevelopment concept will be developed as proposed.

The County has the right to accept or reject all proposals or parts of proposals and to waive any irregularities, omission or errors. The County has the right to reject all proposals and or request resubmission of all proposals. The County specifically reserves the right to negotiate modifications, corrections, revisions, or alterations to any and all proposals or reject all proposals in the County's sole and absolute discretion.

All materials submitted to the County, once opened, become public records, and shall be the property of the County and no proprietary copyrights or other interests shall be reserved to the exclusion of the County by any proposer.

The proposer must fully comply with the general terms and conditions outlined herein. Any attached forms for documenting qualifications and other information are a part of the Request for Proposals and must be completed and returned with the proposal. Other forms of documentation, including existing corporate brochures if necessary, may be submitted but will absolutely not be accepted as substitutes for the required documentation. Failure to complete any forms or to meet the submission requirements listed could result in the rejection of a proposal.

The County does not accept responsibility for the distribution of additional information that may not be received for any reason. It is the responsibility of interested parties to make certain they have received any materials distributed after the RFP itself is issued, including any addenda. Each respondent will be required to acknowledge the receipt of all pertinent information as part of its submission.

It should be understood that the conceptual plans being submitted and incorporated within the developer's proposal will be the basis for the development plan that guides development within the requirements of the applicable resolutions, ordinances, statutes and other similar regulations.

The County understands that there may be new entities or legal arrangements made to pursue this opportunity. The relationships among these entities and/or parties need to be explained in detail as noted in RP-27. Further, the entity designated as the senior or primary party responsible for making development decisions and financial decisions, if

different, must be clearly identified. The legal entity that is to assume the responsibility for this undertaking, including the holding of title, must be identified in the submission documents and execute the anticipated redevelopment agreement.

**End of Part II**



3. Program Narrative on how the Town Center will be developed, key components that are essential to its success, parking strategies, market characteristics, orientation of project elements, overall design concept, and intended level of quality.
4. Narrative addressing potential use and development of other County controlled lands, facilities, or programs as applicable.
5. Narrative describing how the proposer will address the affordable housing needs with the development of Murdock Village.
6. Narrative describing the proposer's environmental philosophy and description of how they will be applied in this project.
7. Narrative describing the proposer's approach to marketing the project and achieving community consensus on the style and mix of the project.
8. Narrative outlining the urban design concepts that will be incorporated into the design standards that will be created and incorporated into the Murdock Village Mixed Use Zoning District.

### **Company Overview**

1. Overview of the Proposer including the proposed principals and the Project Manager assigned to the project; a comprehensive company overview; resumes of key team members, developer's ability to attract national and regional tenants, developer's ownership position and development role in recent projects.
2. Overview of the Development Team including the identification of firms included in the proposer's multi-disciplinary team, resumes of project managers that will assigned to the development team from each firm and their respective responsibilities.
3. Detailed description of any additional entities the proposer intends to involve, including the nature of the relationship and legal arrangements between the entities and proposer.
4. Overview of past experience that demonstrates the developer's ability to complete projects of similar scope including the last three (3) mixed-use or similar projects substantially completed; a detailed description of mixed-use or public/private experience and include the local public sector contact that is most familiar with the projects listed.
5. Overview of past community involvement.

### **Graphics**

1. A concept diagram of the sale area showing the following:
  - a. The street layout of the primary road network
  - b. The location and size of the town center
  - c. The proposed greenways and blueways
  - d. Integration of the existing facilities into the plan
  - e. The relationship of Redevelopment Area 2 with Redevelopment Area 1
  - f. Proposed interconnectivity between neighborhoods and the Town Center
2. A conceptual cross section of the main transportation network that shows sidewalk widths, landscaped areas, and road widths.
3. A conceptual cross section of a typical local street that will be developed within the residential neighborhoods.
4. A conceptual diagram of the town center that will depict the general character of the area, building sizes, and mix of uses.
5. A conceptual diagram of a typical neighborhood component that would be developed to include typical lot sizes, street layout, and housing mix.
6. Conceptual plans illustrating integration of project concept with surrounding roadways, neighborhoods and land uses.
7. Conceptual traffic and circulation plan.

### **Financials**

1. Timetable for development with approximate start and finish dates for each element of the project, noting in particular how residential and commercial aspects that are proposed will be phased into the program. The timetable should address the complete development process with performance dates identified for final due diligence, closing, design/development, provision of key infrastructure, construction of vertical elements, and other significant phases or decision points expected over the term of the project.
2. Pro-forma that includes income and expenses, corresponding Net Operating Income, debt service, and net cash flow before taxes.
3. Detailed development budget for each component and /or phases addressing site preparation, demolition if appropriate, vertical construction costs, major fees, soft costs and other major cost items.
4. A comprehensive financial plan for the project showing all sources and uses of funds, identifying debt and equity available to this developer and this project and describing the possible integration of CRA, MSTU,

CDD or EFBD vehicles into financing program Include the proposed capital investment, if any, by the County or other public agencies.

5. Identification of proposed responsibilities of the County and the developer for the finance, design, development, construction and operation of each component.
6. Ten year or build-out projection of cash flow generated by the project and each component.
7. Detailed description of other considerations that may be a factor in establishing the proposed purchase price (see the PURCHASE PRICE AND DEPOSITS section herein).
8. Detailed discussion or description of assumptions that underlie all the above financial information or analysis, including in particular any market or developer generated studies that support the program
9. An analysis of the various taxes, fees, assessments or other fiscal benefits that will accrue to the County if the project is developed according to the respondent's proposal.
10. Detailed description of the approach or methods used to warrant or guarantee adherence to the timetable or schedule described above.
11. Clearly identify parties and entities that will assume financial responsibility for the undertaking and their sources of capital and equity.
12. Two (2) references that can address equity and debt capacity of proposer related to this project.

The materials listed above should be as detailed as possible to convey each respondent's understanding of the redevelopment initiative, intentions and level of effort in responding to the RFP.

Submissions may be modified to be incorporated into the redevelopment agreement, but it should be understood that the plans submitted are expected to remain generally consistent with the proposals as they are incorporated into the redevelopment agreement.

All submissions should be provided on 8 ½" x 11" paper, except for graphics that should be provided on 11" X 17", in a format conducive to reproduction. Large exhibits, maps or the like are acceptable in addition to the format identified above.

It should also be understood that the proposals and or component parts thereof may be the basis for certain exhibits to a redevelopment agreement, and in any zoning or actual site development approvals.

**RP-28 DEVELOPER'S ORGANIZATION:** Describe each of the various representatives of the developer who will be involved with this project and include the representative's contact, address and phone number and a brief profile.

Indicate the name, phone number and title of the person(s) designated as having authority to officially represent the developer.

During negotiations and prior to final execution of a redevelopment agreement, the developer shall promptly provide the form of the developer's organization (i.e., proprietorship, corporation, limited partnership, joint venture), including the following:

- If incorporated, state the date of incorporation, and the State and Federal ID number. If you are required to file periodic reports with the Federal Securities and Exchange Commission (SEC) under Section 13 of the Securities and Exchange Act of 1934, please attach the most recent report. If not, list the names, addresses, titles and the extent of interest of the officers, directors or trustees and each stockholder owning more than 10% of any class of stock.
- If a partnership, please list the name of the partnership. List the name and address of each partner, whether a general or limited partner, and the percent of interest or a description of the character and extent of interest.
- If a business association or joint venture, please list the names, addresses, form of organization, and either the percent of interest or a description of the character and extent of interest.
- If a new development entity is to be formed to implement the project, describe it in sufficient detail such that the role of each participant is clearly understood. This entity must be identified in the proposal and promptly created prior to negotiating and finalizing any redevelopment agreement.
- List the names, addresses, officers and directors of any participating person or firm that has a financial or investment interest in the outcome of this proposal.

**RP-29 FINANCIAL CONDITION OF RESPONDENTS:** Financial statements for each required copy should be included in separate sealed envelopes marked "Financial Statements - Confidential". These documents will be held in confidence and not be subject to the public information request laws. Provide a financial statement from each entity that is identified in the proposal that will be participating in this redevelopment initiative.

Each respondent should provide a minimum of two bank references and a description of the relationship with the referenced institution. Please specifically authorize us to contact these references by executing the required submission form titled "Credit Reference Authorization".

**RP-30 LITIGATION OR DEFAULT:** Specify in a separate exhibit all projects for which the developer may have defaulted or is involved in litigation.

**RP-31 EVALUATION CRITERIA:** It should be the goal of each respondent to prepare a creative and comprehensive proposal that best satisfies the combination of planning, design and financial objectives described in this RFP and consistent with the Murdock Village Community Redevelopment Plan. The County and its consultants will review the detailed proposals, seeking clarification where necessary. The proposals will be evaluated according to criteria listed on the Developer Evaluation Form. **The Purchase Price is to be submitted to the County as a component of this proposal and will be evaluated along with the other components identified in this proposal**

The information listed in RP-27 should be sufficiently representative so as to allow for completion of the developer evaluation form.

**RP-32 ANTICIPATED SCHEDULE:** The County has established a schedule for submitting proposals and for completing the ultimate selection of a developer. It will be incumbent on each respondent to understand the importance of adhering to this published schedule. The County, however, must reserve the right to amend milestone dates shown on the following critical events schedule.

January 20, 2006	PreSubmittal meeting with developers and County staff and advisors to address developers questions from RFP prior to submittal.
February 3, 2006	Follow-up meeting with developers/County staff and advisors to allow for additional questions and answers.
February 23, 2006	Proposals due in the Purchasing Department.
March 6, 2006	Review of Proposals
March 24, 2006	Oral Presentations
April 4, 2006	Public Hearing held by the Board of County Commissioners

**PROPOSAL SUBMITTAL SIGNATURE FORM**

The undersigned attests to his/her authority to submit this proposal and to bind the firm herein named to perform as per contract, if the firm is selected by the Charlotte County, FL (County). The undersigned further certifies that he/she has read the Request for Proposal, Terms and Conditions, and any other documentation relating to this request, has complied in all respects with all conditions thereof including, but not limited to prohibited communications referenced in County Resolution 95-025 and this proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

The undersigned hereby further acknowledges that it accepts the terms of Request for Proposals #2006000119 in its entirety and by the submission of its proposal, hereby waives any claims or claims to irregularities that arise out of such RFP, the process employed by the County to solicit and develop proposals, the RFP evaluation process described in the RFP, and agrees to release and hold harmless the County, its employees, agents and consultants from any claim, loss or damage arising therefrom.

As Addenda are considered binding as if contained in the original specifications, it is critical that the Consultant acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. \_\_\_ Dated \_\_\_\_\_, Addendum No. \_\_\_ Dated \_\_\_\_\_, Addendum No. \_\_\_ Dated \_\_\_\_\_

Type of Organization (please check one): INDIVIDUAL   
PARTNERSHIP   
CORPORATION   
JOINT VENTURE   
LLC

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Home Office Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Address: Office Servicing Charlotte County, other than above

\_\_\_\_\_  
Name/Title of your Charlotte County Rep

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DEVELOPER EVALUATION FORM  
CHARLOTTE COUNTY, FLORIDA**

<b>PROJECT DESCRIPTION</b>  <b>Murdock Village Redevelopment Initiative</b>	<b>DATE</b>
<b>PROJECT LOCATION</b> Sections 1, 2, 10, 11, 12 and 14, Township 40 South, Range 22 East, in Charlotte County, Florida	<b>PROJECT NO:</b>  RFP #2006000119

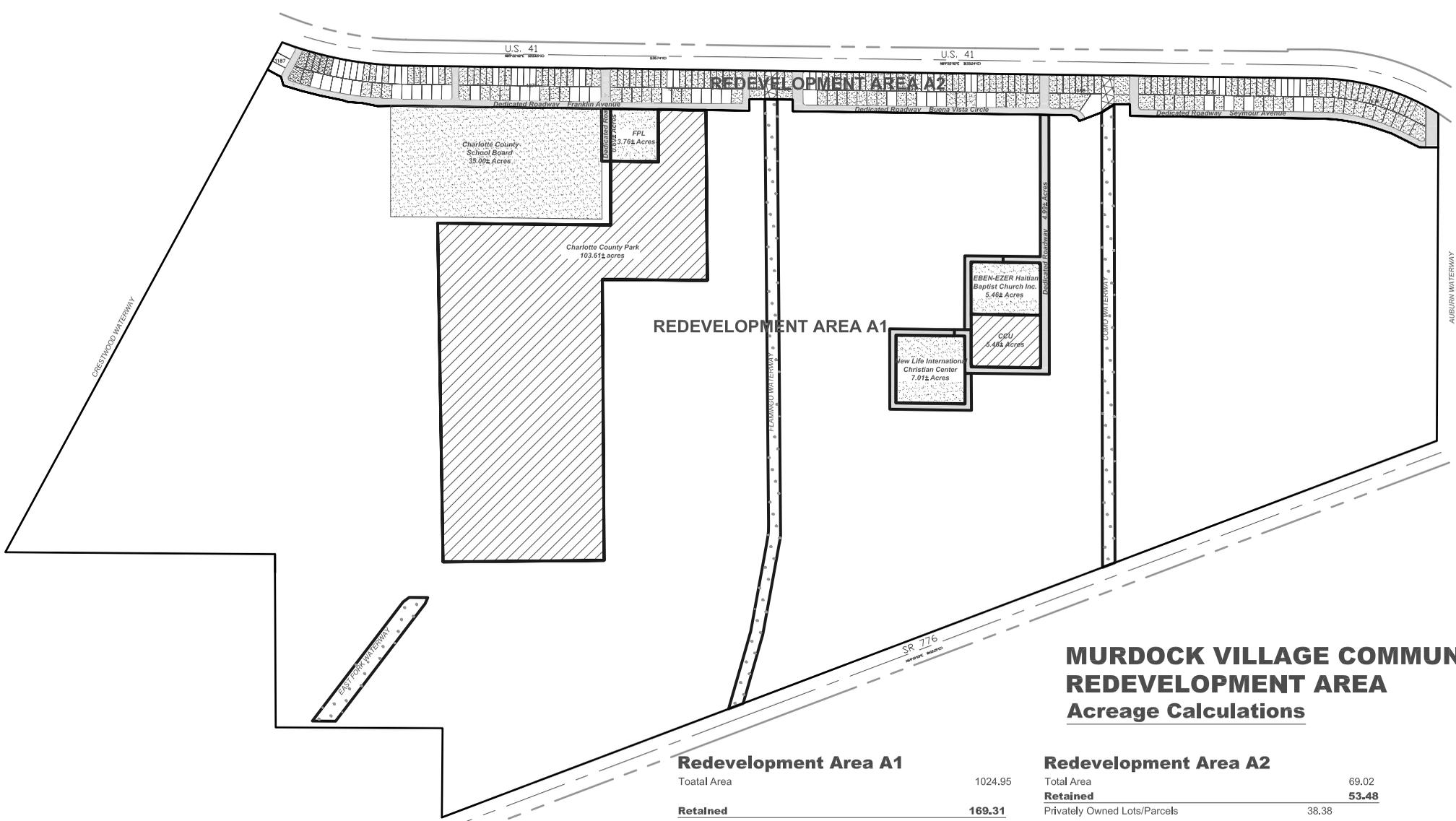
<b>Evaluation Criteria</b>	<b>Value</b>	<b>Assigned Value</b>	<b>Weight</b>	<b>Score</b>
<b>I. QUALITY AND INTEGRITY OF THE PROPOSED REDEVELOPMENT PLAN AND PROGRAM</b> <ul style="list-style-type: none"> <li>• Consistency with the Murdock Village Community Redevelopment Plan</li> <li>• Understanding of the vision and the primary objectives identified in the CRP</li> <li>• Phasing strategy, including early delivery of horizontal infrastructure for the Town Center</li> <li>• Mix and balance of uses</li> <li>• Variety of housing types and densities</li> <li>• Creativity in design solutions</li> <li>• Environmental sensitivity</li> <li>• Amount and character of public amenities including streetscapes, parks, open space, and greenways and blueways.</li> <li>• Incorporation of public amenities including County administrative complex</li> <li>• Demonstrate how existing and remaining facilities will be incorporated into the plan</li> <li>• Identification of demolition requirements, major roads and other relatively fixed conditions of the site</li> <li>• Identify the intent in handling existing vegetation</li> <li>• Identify the opportunities to provide mitigation for the Gopher Turtles on site. (Based on Environmental Studies included in Exhibit B)</li> <li>• Graphic presentations of key concepts that are an integral part to plan implementation from the proposer's perspective.</li> <li>• Commitment to the use of green building techniques</li> <li>• Interconnectivity and walkability of project</li> <li>• Overall reasonableness of the plan</li> </ul>	1 - 5		X 18	=
<b>II. TOWN CENTER REQUIREMENTS</b> <ul style="list-style-type: none"> <li>• Commitment to the Town Center generally</li> <li>• Specific timing</li> <li>• Scale and integration</li> <li>• Mix of Uses</li> <li>• Walkability</li> <li>• Public Gathering Places</li> </ul>	1 - 5		X 10	=
<b>III. AFFORDABLE HOUSING</b> <ul style="list-style-type: none"> <li>• Commitment to develop affordable housing units on site</li> <li>• Down-payment assistance</li> <li>• Leveraging of existing county resources</li> <li>• Commitment to develop affordable housing off-site</li> <li>• Cash or Land Donations</li> </ul>	1-5		X 5	=

<p><b>IV. ABILITY TO OFFER LONG TERM ASSURANCES OF COMPLETION</b></p> <ul style="list-style-type: none"> <li>• Financial or other forms of guaranteed performance to implement major aspects of the proposed plan</li> <li>• Commitment and amount of equity</li> <li>• Three references that can address equity and debt capacity of developer</li> <li>• Viability of primary financial entities or partners</li> </ul>	1 - 5		X 8	=
<p><b>V. REPRESENTATIONS OR ASSURANCES THAT THE PROJECT WILL PROCEED WITHIN SOME AGREED UPON FORMAT AND SCHEDULE</b></p> <ul style="list-style-type: none"> <li>• An estimated time frame for the proposed development based on the conditions represented</li> <li>• Time frame for initiating and completing Town Center</li> <li>• Time frame for initiating and completing residential components of plan</li> <li>• Commitment to first and subsequent phases</li> </ul>	1 - 5		X 8	=
<p><b>VI. FINANCIAL CAPABILITY</b></p> <ul style="list-style-type: none"> <li>• Proposed sources of equity in initial stages of undertaking</li> <li>• Loan to cost ratio</li> <li>• Long term financing sources and resources</li> <li>• Long term financing approach</li> <li>• Role of principals to development entity</li> </ul>	1 - 5		X 8	=
<p><b>VII. EXPERIENCE AND STRUCTURE</b></p> <ul style="list-style-type: none"> <li>• Composition and experience of team</li> <li>• Experience in public/private partnerships</li> <li>• Availability of corporate decision makers</li> <li>• Marketing approach and community buy-in</li> <li>• Similar projects completed</li> </ul>	1 - 5		X 8	=
<p><b>VIII. FINANCIAL CONSIDERATIONS</b></p> <ul style="list-style-type: none"> <li>• Detail and reliability of development budgets</li> <li>• Demolition approach and budget</li> <li>• Contingencies to purchase price beyond the program and timing assumptions described herein</li> <li>• The value of the fiscal benefits that accrue to the County at the projected buildout</li> <li>• County exposure and responsibility</li> <li>• Impacts of unknowns and or other contingencies described by developer</li> <li>• Impacts to the County of estimated demolition and site clearance costs</li> <li>• Impacts of phasing and other developer controlled actions</li> <li>• Reasonable certainty of prospective cash flows incorporated into developer's analysis- financial assumptions need to be clearly described and fully detailed</li> <li>• Requirements for public assistance</li> <li>• Demonstrated understanding of financing challenges and opportunities</li> <li>• Creativity and feasibility of financing approach; integration of CRA, MSTU, CDD, EFBD and or other vehicles</li> <li>• Demonstrated commitment, deference, flexibility and cooperation in working with County on financing approach</li> </ul>	1 - 5		X 10	=

<p><b>IX. Other</b></p> <ul style="list-style-type: none"> <li>• Any intention to trigger the DRI process</li> <li>• Use of local consultants, contractors, realtors, suppliers, and vendors</li> <li>• Feasible alternatives for remaining privately held properties</li> <li>• Commitment to sustainable development practices (Green Building)</li> <li>• Reuse of existing building and infrastructure materials</li> <li>• Incorporation of telecommunications, fiber optics, wireless and/or broadband services in the concepts presented</li> </ul>	1 - 5		X 3	=
<p><b>X. Purchase Price</b> Proposed purchase price expressed in terms of its present value in cash and/or other considerations</p>	1 - 5		X 22	=
<p><b>REMARKS:</b> The value assigned is judged on a scale of 1 through 5, with 5 being the highest possible value.</p>				

**TOTAL SCORE** \_\_\_\_\_

**End of Part III**



REDEVELOPMENT AREA A1

REDEVELOPMENT AREA A2

**MURDOCK VILLAGE COMMUNITY  
REDEVELOPMENT AREA  
Acreage Calculations**

**Redevelopment Area A1**

Total Area		1024.95
<b>Retained</b>		<b>169.31</b>
Privately Owned Lots/Parcels		16.23
New Life International Christian Center	7.01	
Eben-ezer Haitian Baptist Church Inc.	5.46	
FPL	3.76	
County Owned Lots/Parcels		109.07
North County Regional Park	103.61	
Charlotte County Utilities	5.46	
Charlotte County School Board		35.00
Public Domain-Dedicated Roadways		9.01
Churches and CCU	8.32	
FPL	0.69	
<b>Real Estate Offering A1</b>		<b>855.64</b>
Developable Uplands		831.43
Vacated Canal Rights of Way		24.21
Como Waterway	8.49	
Flamingo Waterway	11.42	
East Fork Waterway	4.30	

**Redevelopment Area A2**

Total Area		69.02
<b>Retained</b>		<b>53.48</b>
Privately Owned Lots/Parcels		38.38
Public Domain-Dedicated Roadways		13.35
Public Domain-Dedicated Canal Rights of Way		1.75
Como Waterway	0.87	
Flamingo Waterway	0.88	
<b>Real Estate Offering A2</b>		<b>15.54</b>
Developable Lots/Parcels		15.54

- Real Estate Offering
- Private and Other Municipal Ownership
- Charlotte County



**MAP EXHIBIT "A" OF REQUEST  
FOR PROPOSAL**

	COUNTY OF CHARLOTTE COUNTY ENGINEERING DEPARTMENT PUNTA GORDA, FLORIDA	
	MURDOCK VILLAGE Redevelopment Area A1 and A2	
SCALE: 1"=400' CHK. BY: E.McDonald	DRAWN BY: D. Tenney	SHEET 1 OF 1
REVISIONS:	PROJECT No.:	FILE NAME:
November 9, 2005		