

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark A. Kutney, Development Services Director, 954-797-1101

PREPARED BY: Marcie O. Nolan, Acting Planning and Zoning Manager

SUBJECT: Resolution entering into an Agreement with Broward County, Fort Lauderdale, and Plantation for the State Road 7 Corridor Study and Plan, Peters Road to I-595

AFFECTED DISTRICT: Mayor and District 2

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, TOWN OF DAVIE AND CITY OF PLANTATION FOR PREPARATION OF THE STATE ROAD 7 CORRIDOR STUDY AND PLAN FROM PETERS ROAD TO I-595; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: As Broward County faces build-out, the redevelopment of the SR 7 corridor has become a major redevelopment priority. In light of this, the County has proposed a redevelopment planning process from I-595 to Peters Road along the SR 7 corridor. This area includes land within the Town, the cities of Plantation and Fort Lauderdale, as well as unincorporated Broadview Park. The County has proposed a Memorandum of Agreement (MOA) between the four entities covering the goals of the redevelopment project.

The purpose of the project is to develop a vision for transit and housing oriented redevelopment. The project will occur in five (5) phases.

- Phase I is approval of the MOA.
- Phase II involves data and collection (anticipated within 5 months)
- Phase III is the public involvement (anticipated over three (3) years)
- Phase IV is developing the planning strategy (anticipated over 6 months)

- Phase V is Implementing the approved outcome (anticipated over Three (3) years)

This agreement is similar to the one entered into by the Town and the South Florida Regional Planning Council for the SR7 project. However, since the Town only has one parcel located within the area, the commitment of time and energy from staff will be less. Staff looks forward to coordinating with Broward County on this redevelopment project as it represents one of the two gateways into the Transit Oriented Corridor redevelopment area.

PREVIOUS ACTIONS: N/A

CONCURRENCES:

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff recommends approval of the Agreement

Attachment(s): Resolution, Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, TOWN OF DAVIE AND CITY OF PLANTATION FOR PREPARATION OF THE STATE ROAD 7 CORRIDOR STUDY AND PLAN FROM PETERS ROAD TO I-595; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County desires to develop a transit and housing oriented redevelopment area along SR 7 from I-595 to Peters Road; and

WHEREAS, The Town of Davie has jurisdiction over a portion of the targeted redevelopment area; and

WHEREAS, the Cities of Plantation and Fort Lauderdale also have jurisdiction over portions of this area; and

WHEREAS, the Town wishes to partner with other governmental entities to plan a coordinated redevelopment strategy along this corridor.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit "A", between The Town of Davie and Broward County, City of Plantation, and City of Fort Lauderdale.

SECTION 2. The Town Administrator is authorized to make and accept future modifications to the agreement as may be necessary.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2007.

MAYOR/COUNCILMEM

BER
Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2007

MEMORANDUM OF AGREEMENT

among

BROWARD COUNTY,

CITY OF FORT LAUDERDALE,

TOWN OF DAVIE

and

CITY OF PLANTATION

for

PREPARATION OF THE STATE ROAD 7
CORRIDOR STUDY AND PLAN
FROM PETERS ROAD TO I-595

This is an "Agreement" made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY;"

CITY OF FORT LAUDERDALE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns;

TOWN OF DAVIE, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter collectively referred to as "MUNICIPALITY."

AND

CITY OF PLANTATION, a municipal corporation located in Broward County, Florida, and organized and existing under the laws of the state of Florida, its successors and assigns;

WITNESSETH:

WHEREAS, COUNTY and MUNICIPALITY desire to cooperatively work together to prepare a corridor study and plan for State Road 7 from Peters Road to I-595 (the "State

Road 7 Plan") and to identify opportunities for the revitalization or redevelopment along this corridor; and

WHEREAS, the COUNTY and MUNICIPALITY desire to cooperate and work with federal, state and local agencies to complete the State Road 7 Plan; and

WHEREAS, the COUNTY and MUNICIPALITY desire to formalize a process authorizing designated COUNTY and MUNICIPALITY staff to work together to prepare the State Road 7 Plan as set forth in this Agreement; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, promises, and covenants hereinafter set forth, COUNTY and MUNICIPALITY agree as follows:

ARTICLE 1
RECITALS

The above recitals and representations are true and correct and incorporated herein by reference.

ARTICLE 2
SCOPE OF SERVICES

- 2.1 The Scope of Services for the State Road 7 Plan shall consist of the tasks set forth in Exhibit "A," attached hereto and made a part hereof, including but not limited to:
 - 2.1.1 Data collection and analysis of the State Road 7 corridor ("Corridor");
 - 2.1.2 Hosting public workshops for receipt of comments from the public and key stakeholders, as more particularly identified in Exhibit "A," attached hereto and made a part hereof;
 - 2.1.3 Development of a planning strategy to implement a future vision for the Corridor; and
 - 2.1.4 Implementation of the plans envisioned in the State Road 7 Plan.
- 2.2 COUNTY and MUNICIPALITY shall designate staff ("Working Group") to cooperate in the manner set forth in this Agreement to work together to prepare the State Road 7 Plan. For the purposes of this Agreement, COUNTY and MUNICIPALITY shall designate a contact person from COUNTY and MUNICIPALITY.
- 2.3 The COUNTY through its designated contract person, hereafter "Contract Administrator," shall coordinate the activities of the Working Group, including the scheduling of meetings and timeframes associated with the State Road 7 Plan.

- 2.4 Upon completion of the draft Broward Boulevard Plan, the Working Group from the COUNTY and MUNICIPALITY shall present the Plan to their respective Commissions and Councils.
- 2.5 The Working Group shall modify the draft Broward Boulevard Plan to incorporate recommendations and to present the revised final Broward Boulevard Plan to the respective Commissions and Councils for final approval.

ARTICLE 3
COSTS

- 3.1 COUNTY shall be responsible for costs and expenses associated with the preparation of the Broward Boulevard Plan.
- 3.2 MUNICIPALITY, at their sole expense, shall provide staff to participate in the Working Group and be responsible for any associated costs.

ARTICLE 4
TERM AND TERMINATION

- 4.1 The term of this Agreement shall begin on the date it is fully executed by all parties and shall terminate only as provided for by this Article. The COUNTY or any MUNICIPALITY may at any time terminate this Agreement without liability upon not less than thirty (30) days written notice to the other parties to this Agreement.
- 4.2 This Agreement may be terminated for cause by action of COUNTY or by MUNICIPALITY if the party in breach has not corrected the breach within thirty (30) business days' written notice from the aggrieved party identifying the breach, or for convenience by action of COUNTY or MUNICIPALITY upon not less than thirty (30) business days' written notice by COUNTY's Contract Administrator or such designated representative from the MUNICIPALITY.
- 4.3 Termination by COUNTY or MUNICIPALITY of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives set forth in this Agreement.
- 4.4 Notice of termination shall be provided in accordance with Article 7, "NOTICES," herein except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice, which shall be promptly confirmed in writing in accordance with Article 7, "NOTICES," herein.

ARTICLE 5
INDEMNIFICATION

5.1 COUNTY is a political subdivision of the state of Florida and MUNICIPALITY is a municipal corporation existing under the laws of the state of Florida. To the extent permitted by law, each party agrees to be fully responsible for acts and omissions of its agents or employees. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6
INSURANCE

6.1 The parties hereto acknowledge that COUNTY and MUNICIPALITY are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The parties shall institute and maintain a fiscally sound and prudent risk management program with regard to their obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

ARTICLE 7
NOTICES

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by United States mail, postage prepaid, first class and certified, return receipt requested, addressed as follows:

TO COUNTY:

TO MUNICIPALITY – FORT LAUDERDALE:

TO MUNICIPALITY – TOWN OF DAVIE:

TO MUNICIPALITY – CITY OF PLANTATION:

ARTICLE 8
MISCELLANEOUS

8.1 THIRD PARTY BENEFICIARIES

COUNTY and MUNICIPALITY do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.2 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned or transferred. COUNTY and MUNICIPALITY represent that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to the parties' satisfaction. COUNTY and MUNICIPALITY shall perform their duties, obligations, and services under this Agreement in a skillful and respectable manner.

8.3 COMPLIANCE WITH LAWS

The parties shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.4 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or MUNICIPALITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.5 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

8.6 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 of this Agreement shall prevail and be given effect.

8.7 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

8.8 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties hereto.

8.9 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. It is further agreed that no modification, amendment or

alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 8.8 above.

8.10 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "A" is incorporated into and made a part of this Agreement.

8.11 MULTIPLE ORIGINALS

This Agreement may be fully executed in three (3) copies by both parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[SIGNATURES ON FOLLOWING PAGES]

MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, TOWN OF DAVIE AND CITY OF PLANTATION FOR PREPARATION OF THE STATE ROAD 7 CORRIDOR STUDY AND PLAN FROM PETERS ROAD TO I-595

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature; BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor and Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20__, and the CITY OF FORT LAUDERDALE, signing by and through its _____, duly authorized to execute same; the TOWN OF DAVIE, and the CITY OF PLANTATION signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By _____
Mayor
_____ day of _____, 20__

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney
_____ day of _____, 20__

MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, TOWN OF DAVIE AND CITY OF PLANTATION FOR PREPARATION OF THE STATE ROAD 7 CORRIDOR STUDY AND PLAN FROM PETERS ROAD TO I-595

MUNICIPALITY

WITNESSES:

ATTEST:

City Clerk

CITY OF FORT LAUDERDALE

By _____
Mayor-Commissioner

____ day of _____, 20__

By _____
City Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
City Attorney

MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, TOWN OF DAVIE AND CITY OF PLANTATION FOR PREPARATION OF THE STATE ROAD 7 CORRIDOR STUDY AND PLAN FROM PETERS ROAD TO I-595

MUNICIPALITY

WITNESSES:

ATTEST:

Town Clerk

TOWN OF DAVIE

By _____
Mayor

____ day of _____, 20__

By _____
Town Manager

____ day of _____, 20__

APPROVED AS TO FORM:

By _____
Town Attorney

MEMORANDUM OF AGREEMENT AMONG BROWARD COUNTY, CITY OF FORT LAUDERDALE, TOWN OF DAVIE AND CITY OF PLANTATION FOR PREPARATION OF THE STATE ROAD 7 CORRIDOR STUDY AND PLAN FROM PETERS ROAD TO I-595

MUNICIPALITY

WITNESSES:

Nancy Brice
Pamela Lietzke

ATTEST:

Arian K. Slattery
City Clerk

CITY OF PLANTATION

By Joe Eisner
Mayor
22 day of June, 2007

APPROVED AS TO FORM:

By Donald J. ...
City Attorney

BMH/Upps/State Road 7 Plan-agt.a00
03/06/07
#07-037.00

STATE ROAD 7

EXHIBIT "A"

SCOPE OF SERVICES

STATE ROAD 7 CORRIDOR STUDY AND PLAN



EXHIBIT "A"
State Road 7 Corridor Study and Plan
Peters Road to I-595
Scope of Services

INTRODUCTION

The Urban Planning and Redevelopment Department's (UPRD) Planning Services Division (PSD) is the County agency responsible for the overall scope of State Road 7 Corridor Study and Plan (Plan). The purpose of this Plan is to develop a vision for transit- and housing-oriented redevelopment for the area, and a planning strategy for implementing the vision. The Study Area is a one-mile multi-jurisdictional corridor along State Road 7 that extends from I-595 (2600 block of South State Road 7) to Peters Road (1200 block of South State Road 7) abutting Plantation's Local Activity Center (LAC) and Plantation Gateway Community Redevelopment Area (CRA). The Plan requires participation from Florida Department of Transportation (FDOT), South Florida Regional Transportation Authority (SFRTA), Broward County, three municipalities (Davie, Fort Lauderdale, Plantation), and various local stakeholders.

It is anticipated the Plan will be completed in five overlapping phases.

1. Signed Memorandum of Agreement between the parties to commit to work together on this Plan.
2. Data collection and analysis.
3. A series of public meetings and workshops to gather input from key stakeholders.
4. Development of a planning strategy to implement a future vision for the corridor.
5. Implementation of the Plan.

PHASES	MONTHS	YEAR 1				YEAR 2				YEAR 3			
		1-3	4-6	7-9	9-12	1-3	4-6	7-9	9-12	1-3	4-6	7-9	9-12
1 Signed MOA		■	■										
2 Data Collection/Analysis			■	■									
3 Public Participation			■	■	■	■	■	■	■	■	■	■	■
4 Planning Strategy					■	■							
5 Implementation						■	■	■	■	■	■	■	■

PHASE ONE – SIGNED MEMORANDUM OF AGREEMENT (MOA) (180 days)

- 1.1 **Develop Project Framework with Broward County Jurisdictions** - PSD and the Broward County Office of Economic Development (OED) (as appropriate) will meet with municipal staff as well as with town/city managers and town/city commissioners in the Municipalities to discuss the project, solicit their participation, and develop the project framework for the State Road 7 Corridor Study and Plan.
- 1.2 **Coordinate with City of Plantation Redevelopment Programs** – Representatives from Broward County, Davie and Fort Lauderdale will meet with representatives from the City of Plantation to discuss Plantation's Local Activity

Center (LAC) and CRA, which are already in place, and to identify opportunities for coordination with the State Road 7 Corridor Study and Plan.

1.3 Identify Key Stakeholders in the Process – The list of participants includes but is not limited to a Working Group of government and agency staff, and stakeholders from the State Road 7 communities.

A. Broward Boulevard Corridor Plan Working Group

1. Core Team - The COUNTY shall designate staff and request participation from governments and public agencies at various levels to form the Core Team of the Working Group and provide a regional perspective on the Transit Corridor Studies and Plans.

a. Broward County

i. Office of Transportation - Broward County Transit (BCT)

ii. Office of Economic Development (OED)

iii. Public Works and Transportation Department

a) Highway Construction and Engineering Division

b) Transportation Engineering Division

c) Real Property Section

iv. Urban Planning and Redevelopment Department

a) Housing and Community Development Division (Housing Division)

b) Planning Services Division

c) Metropolitan Planning Organization (MPO) Division

v. Planning Council

b. Florida Department of Transportation (FDOT)

c. South Florida Regional Transportation Authority (SFRTA)

2. Municipal staff - The MUNICIPALITIES adjacent to the Transit Corridor shall designate staff to participate in the Broward Boulevard Corridor Plan Working Group and provide a local perspective on the Transit Corridor Plan and Study.

a. City of Fort Lauderdale

i. Community and Economic Development Department

ii. Planning and Zoning Department

iii. Engineering Department

b. Town of Davie

i. Office of Economic Development

ii. Planning and Zoning Division

c. City of Plantation

i. Planning, Zoning and Economic Development Department

B. Key Stakeholders - The COUNTY and MUNICIPALITIES will identify individuals and groups to participate during the entire Corridor Planning process, particularly through Phase Three – Public Participation.

1. Local Business Organizations

2. Local Business Owners

- 3. Property Owners
- 4. Neighborhood Associations

1.4 Signed Memorandum of Agreement (MOA) - The parties will execute a MOA and identify participants in the Broward Boulevard Corridor Planning process.

PHASE TWO DATA COLLECTION, PLANNING AND ANALYSIS (150 Days)

2.1 Data Collection – The Working Group members from each jurisdiction will be responsible for providing the available data for their area. PSD and Planning staff from each jurisdiction will determine whether additional information is necessary and how to generate new data. The following items will be collected as part of this task:

Task	BROWARD COUNTY					MUNICIP.		OTHER GOVT.	
	PSD	MPO	OED	BCT	RPS	PLN	ED	FDOT	RTA
a Existing land use and zoning	X					X			
b Existing development patterns			X				X		
i. Property ownership patterns	X		X		X		X		
ii. Existing infrastructure	X	X				X			
c Market study – data collection			X				X		
d Existing and planned transit routes	X	X		X		X		X	X
i. Transit stop locations	X	X		X		X		X	X
e Interviews with key property owners	X		X			X	X		

Abbreviations: PSD: Planning Services Division; MPO: Metropolitan Planning Organization Division; OED: Office of Economic Development Commercial & Industrial Section; BCT: Office of Transportation – Broward County Transit; RPS: Real Property Section; PLN: municipal planning departments; ED: municipal economic development departments; FDOT: Florida Department of Transportation; RTA: South Florida Regional Transportation Authority.

2.2 Planning and Data Analysis – PSD will lead this task, and coordinate the planning and data analysis with the Working Group to identify the location, extent and density of the corridor redevelopment, and begin to analyze where future land use amendments would be appropriate. The planning and data analysis for each area will include:

Task	BROWARD COUNTY					MUNICIP.		OTHER GOVT.	
	PSD	MPO	OED	BCT	RPS	PLN	ED	FDOT	RTA
a Determination of boundary, if Transit Oriented Corridor (TOC)	X			X		X		X	
i. Depth of boundaries at nodes	X		X			X	X		
b Development approach and appropriate density along corridor	X		X			X	X		
i. Underutilized	X		X			X	X		

	properties and opportunities for revitalization or redevelopment or both								
c	Market analysis			X				X	
d	Potential improvements to transit service (routes, paratransit, shuttles, infrastructure and shelters)	X	X		X		X		X
	i. Broward County Transit		X		X				
e	Potential redevelopment areas			X		X		X	

Abbreviations: PSD: Planning Services Division; MPO: Metropolitan Planning Organization Division; OED: Office of Economic Development Commercial & Industrial Section; BCT: Office of Transportation – Broward County Transit; RPS: Real Property Section; PLN: municipal planning departments; ED: municipal economic development departments; FDOT: Florida Department of Transportation; RTA: South Florida Regional Transportation Authority.

Work Products - PSD will compile the results of the data collection and analysis into a single report. The Working Group will present the findings at a public meeting with County and Municipal staff in attendance.

PHASE THREE - PUBLIC PARTICIPATION

All of the key stakeholders, particularly business and property owners along State Road 7 and residents who live in close proximity should participate throughout the entire corridor planning process. There will be several opportunities for public review and comment on all aspects of the process, and additional public hearings specifically during the land use amendment and rezoning process for the County and each municipality.

PSD anticipates contracting with an Urban Design consultant to perform specific tasks during several phases of the Corridor Study and Plan, with particular emphasis on the Phase Three - Public Participation tasks.

3.1 Public Meetings – There will be several public meetings at key points in the process (as outlined in the Scope of Work for the Urban Design consultant):

- A. Concurrent with Task 2.1 – Data Collection;
- B. Concurrent with Task 3.2 – Creation of a Vision for the Corridor, with presentation of the work products of Planning and Data Analysis (Task 2.2); and
- C. Concurrent with Task 4.1 – Identify Planning Strategy, to confirm community consensus around recommended strategies and solutions

The meetings will take place at public locations in close proximity to the corridor and include all key stakeholders. Representatives from Broward County and the Municipalities will be present at the public meetings to answer questions and provide assistance when necessary. OED's Commercial and Industrial Section will work closely with the local business community.

3.2 Creation of a Vision for the Corridor – Broward County will work with the Municipalities to determine if the report from the *State Road 7 Charrette: Plantation, Fort Lauderdale, Davie and Broward County* sufficiently identifies the Vision for this segment of the State Road 7 corridor and whether to conduct additional visioning exercises. If necessary, the Working Group will sponsor a public workshop process to provide a forum for community stakeholders to further enhance the Vision for the future of the State Road 7 corridor:

- to redevelop and revitalize the transit corridor;
- to protect the existing neighborhoods (as envisioned by the community); and
- to provide transitions to the transit corridors.

The Working Group together with the urban design consultant will integrate the Vision for the corridor into an Urban Design Concept Plan, with design scenarios for the corridor and design guidelines to achieve the Vision.

Work Products – PSD and the Urban Design consultant will compile the results of the Public Participation process into a single report, containing the Vision for the corridor and the Urban Design Concept Plan. The Working Group will also finalize the recommended boundaries of TOC Future Land Use designation on the Broward County Land Use Plan.

PHASE FOUR – DEVELOP A PLANNING STRATEGY (120 Days)

4.1 Identify Planning Strategy – Based on the Data Collection and Analysis (Phase Two) and the Vision for the corridor (Phase Three), the Working Group will develop a Planning Strategy to achieve the transit- and housing-oriented redevelopment of this segment of the State Road 7 Corridor. The Working Group will gather input from municipal leaders, municipal planners and key stakeholders to improve the Planning Strategy and effectively move the recommendations toward implementation. There will be at least one public meeting for residents, business owners and other stakeholders to participate in forming the Planning Strategy.

4.2 Develop Timeline and Process Chart – The Working Group will develop a timeline for implementation of the Planning Strategy, and outline the required tasks to complete each step. The Process Chart will include maps and supporting graphics to illustrate the recommendations.

4.3 Identify Funding Sources – Several funding sources will be necessary to implement this planning strategy, including funds to develop transit, to provide for redevelopment, to construct affordable housing and to upgrade antiquated infrastructure. PSD will work with the Working Group, the HCDD, MPO, and OED to identify sources of funding, including, but not limited to:

- a. Redevelopment Capital Program;
- b. Community Development Block Grant (CDBG) Funds;
- c. Other Housing and Urban Development (HUD) Funds;
- d. State Housing Initiative Program (SHIP) Funds;

- e. Federal New Starts Program;
- f. Federal Transit Agency (FTA) Funds;
- g. CRA Funding Sources;
- h. Brownfields Redevelopment Program (EPA and State Program);
- i. Economic Development Administration (EDA) Funds;
- j. Housing Finance Authority (HFA) Funds;
- k. Safe Routes to School; and
- l. Broward Beautiful.

Work Products - PSD and the Urban Design consultant will compile the Planning Strategy and the work products from previous tasks into one cohesive document for review by the Working Group, town/city commissioners, key stakeholders, and the public. The Planning Strategy will include an explanation of all recommendations, with supporting maps and graphics, and the Phase Five - Implementation process for each. The document will also contain information for submittal of a land use amendment package to the Broward County Planning Council, including the work products of the Data Collection and Analysis from Phase Two.

After review from the other participants in the planning process, PSD will submit the Planning Strategy and supporting documents to the Board of County Commissioners for their authorization to proceed with the Phase Five - Implementation.

PHASE FIVE – IMPLEMENTATION (24 Months)

The Planning Strategy outlines the actions to ensure the long-term revitalization and rehabilitation of this section of the State Road 7 corridor into transit- and housing-oriented redevelopment. The initial implementation phase will take approximately two years to complete, requiring multi-disciplinary participation.

- 5.1 Land Use Amendments** – If the Working Group recommends changes to the Broward County Land Use Plan (BCLUP), Broward County will complete the TOC land use amendment to the BCLUP. The Municipalities will be responsible for the corresponding local land use plan amendment. This process requires public hearings and takes approximately 18 months to complete. Currently, it is anticipated the amendments will be part of Group II 2008 amendments which must be submitted to the Broward County Planning Council on February 1, 2008 with final approval in February or March of 2009.
- 5.2 Rezoning** – The Working Group will review the design scenarios for the corridor and recommend rezoning as necessary to promote pedestrian-scale development and transit-oriented development. PSD has developed a model mixed-use zoning district that is appropriate for the redevelopment and revitalization of the corridors, in combination with the amendments to the LUP. In addition, the Working Group will review the design guidelines and make recommendations to protect the existing neighborhoods and provide transitions to the transit corridors. The County or municipality shall be responsible for the rezoning process for the areas within their jurisdiction.

5.3 Business Retention, Expansion and Attraction - The planning strategy will contain a series of recommendations to promote or enhance economic development. OED and the municipal Economic Development staffs will be the responsible agencies for this strategy and will look at opportunities to increase the viability of the area. OED and municipal Economic Development staff will identify parcels with potential for redevelopment, rehabilitation or revitalization; meet with business owners to expand and attract new capital along State Road 7; and identify incentives for economic development and redevelopment, including Enterprise Zone and SBA funds.

5.4 Affordable and Attainable Housing - Housing for all incomes will be developed along this corridor. Housing shall be made available for the very low- to moderate-income households, but there shall also be market rate housing for those who wish to live along this transit corridor. Bonus densities, similar to those identified in Broward County's new mixed use zoning district can be implemented in this corridor to increase affordable housing, provide additional transit ridership, and create a mix of income types along the corridor. PSD and the municipalities shall work with the HCCD to promote affordable housing.

5.5 Transportation Improvements - The transit improvements along State Road 7 are integral to redevelopment along this corridor. UPRD, and more specifically the MPO shall work with the SFRTA, state and federal officials to outline steps to improve the level-of-service for transit along this corridor.

Work Products: PSD shall regularly update these recommendations in a working document.

