

**REQUEST FOR PROPOSALS
FOR THE PURCHASE & DEVELOPMENT OF
PROPERTY OWNED BY THE
VILLAGE OF FLORAL PARK**

I. STATEMENT OF PURPOSE

The Village of Floral Park is requesting proposals for the purchase or lease and development of a Village owned property located at 29 Tulip Ave Floral Park, NY. This property is located at the intersection of Tulip and Carnation Avenues in Floral Park and is known as “Centennial Hall”.

The manner in which this property is developed must be consistent with the Village’s goals and be in harmony with and compatible with existing development in the vicinity of Centennial Hall.

This Request for Proposal (“RFP”) contains a description of the property, description of the goals and criteria established by the Village for this property, and additional information about the site.

Accompanying this RFP is an Offering Memorandum prepared by CBRE, Inc. (“CBRE”), which contains more detailed information about the Property, the surrounding community and other pertinent information (the “Offering Memorandum”) . In the event of any conflict between this RFP and the Offering Memorandum, the terms of this RFP shall control.

II. OFFERING PROCESS

Exclusive Representation

The Village has exclusively retained CBRE in this transaction, under terms and conditions set forth in a separate agreement between the Village and CBRE.

Bid Deadline

Initial Offers Due: 4:30 pm on November 10, 2016

Best & Final Offers Due: TBD

Award Decision: TBD

All offers must be submitted in writing and e-mailed to:

jay.gelbtuch@cbre.com

eric.gillman@cbre.com

II. THE PROPERTIES

The Village of Floral Park owns a lot and building at the corner of Tulip Avenue and Carnation Avenue, Floral Park, NY 11001. The irregular shaped lot is 21,460 square feet, with 276 feet of frontage along Tulip Avenue and 261 feet of frontage along Carnation Avenue (the “Lot”).

Situated on the Lot is a 8500 square foot building (the “Building”). The Building and the Lot are referred to collectively as the “Property”.

A detailed property description, including zoning designation, site plan, floor plans and interior and exterior pictures, is set forth in the Offering Memorandum.

The Building was constructed in 1925 as a “Masonic Temple”. The Building continued in use as a “Masonic Temple” until 2004, when it was acquired by the Village. From 2004 until early 2015, the Building functioned as a public assembly space for Village functions, and it housed the Floral Park Historical Society’s museum and office space. From early 2015 to the present, the Building has been vacant. Behind the Building is a parking lot which can accommodate 26 parking spaces.

III. VILLAGE’S GOALS FOR DEVELOPING THE SITE

The Village currently is in the process of determining the best future use of the Property. To accomplish this goal, the Village has conducted “public visioning” sessions and received input from Village residents to ascertain the public’s view as to the future of this Property.

There was a wide range of views expressed whether the Property should be retained for a public use, or if the Village should dispose of the property (either through a sale or long term lease transaction) to allow for its development in a manner complementary to the already developed neighboring community.

The Village’s goal is to engage in a process to explore and consider a wide range of development options for the Property, including the possible sale or long term lease of the Property to third parties. However, development options may include the Village retaining ownership of the Property to develop it for a community or public use in the future.

The Property is located in an area of the Village that has both commercial/retail development as well as several successful co-op and rental residential apartment buildings. Moreover, the property also seamlessly borders a single family residential area of the Village. At this stage, the Village requires development proposals for commercial, retail or mixed use (a combination of commercial/retail and residential) development of the property in a manner complementary to the already developed neighboring community.

Development proposals that include some or all of the following factors may be more favorably viewed:

- maintaining the architectural character of the building, especially the façade;
- uses that would not represent an over intensive development of the Property; and
- ability to lease a portion of the space back to the Village for a community use.

Of course, in any sale or lease transaction, the most advantageous economic terms in favor of the Village would also be given very significant weight. These include, most obviously, the sale or lease terms. But this factor would also include: the potential for property taxes or long term lease payments to be generated by the Property; the potential of offsetting costs to the Village associated with the proposed use, such as increased police coverage or other increase in demand for municipal services or the necessity of the expenditure of additional Village funds to make the proposed development feasible; and the potential for other, positive economic development the proposed use may generate.

Ultimately the Village Board will select the option that is best suited for the Village and that can be developed in a manner consistent with the characteristics of the community.

IV. SELECTION CRITERIA

Proposals for the purchase and development of these properties will be evaluated according to the following criteria:

- Proposed property use and compatibility with the development already established in the vicinity of Centennial Hall.
- Economics – highest purchase price or most favorable lease terms, impact to tax roll.
- Ability to maintain the original façade.
- Compatibility with community space (i.e. ability to lease space back to the Village of Floral Park).
- Experience and reputation of the proposed bidder – past performance will be reviewed and judged upon quality of work and compliance with applicable laws, rules and regulations.
- The degree to which the development may potentially stimulate other desirable economic development and/or redevelopment activity (catalytic effect).
- The extent to which additional direct or indirect public costs to the Village would be necessary, i.e. extending/upgrading public infrastructure facilities and/or municipal services.
- The demonstrated capacity of the developer to finance, market, manage and package this project including the ability to secure tenants, if necessary.
- The developer's demonstrated readiness and ability to proceed on the project including time schedules reasonably described.

V. SUBMITTAL REQUIREMENTS

Anyone submitting responses to this RFP shall include a letter of intent setting forth the following:

- Proposed use of property
- Proposed purchase price or lease terms
- Timing for inspection period and closing
- Amount of deposit(s) and when it becomes non-refundable
- Summary of closed transactions with references
- Source of funds for acquisition / lease

VI. SELECTION PROCESS

Evaluation and Approval

The Village will review the submittals in accordance with the evaluation criteria described in Section IV, above. The Village may select a shortlist of respondents who may be asked to answer additional questions, provide follow-up information or make an oral presentation.

The Village may recommend that negotiations be commenced with the selected development team.

Ultimately, it is anticipated that a select group of respondents will be asked to submit Best and Final offers for the Village's consideration.

As a result of these negotiations, the selected proposal(s) may be amended or revised in order to best serve the Village's interests. One or more selected proposals ultimately may be presented to the Floral Park Village Board of Trustees. Only the Floral Park Village Board is empowered to provide final approval of any conveyance of the Property. In the event a proposal receives preliminary approval from the Village Board of Trustees, an agreement for the conveyance of the Property or a long term lease agreement will be drafted upon such terms as shall be mutually agreeable to the selected respondent and the Village. Only the execution of a written contract, duly authorized by the Village Board, will obligate the Village in accordance with the terms and conditions contained in the contract.

VII. RESERVATION OF RIGHTS BY VILLAGE

Right to Amend Criteria

The Village reserves the right to amend its evaluation criteria as the Village, in its sole discretion, shall determine appropriate, and to utilize, as needed, a review team to evaluate proposals and make recommendations to the Village Board. A review and evaluation of the responses contained in the previous section will serve as a basis of selection of the respondent

or respondents judged best suited to meet the Village's goals for the site. Those deemed best suited then may be asked to submit a more detailed proposal.

The Village reserves the right to reject any or all submittals; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the qualifications submitted. The Village may, at its option, interview respondents as part of this selection process. However, selection may take place without such interviews. Therefore, proposals should be complete as initially submitted.

Cancellation

This document is not an offer to contract, but is an RFP. Neither the issuance of the RFP, preparation and submission of a response, nor subsequent receipt and evaluation of any response by the Village, will commit the Village to award a contract to any respondent even if all of the requirements in the RFP are met. Only the execution of a written contract will obligate the Village in accordance with the terms and conditions contained in the contract.

The Village reserves the right, at any time and in its sole and absolute discretion, to reject any or all submittals, or to withdraw the RFP without notice. In no event shall the Village be liable to respondents for any cost or damages incurred by respondents, team members, consultants or other interested parties in connection with this RFP process, including but not limited to, any and all costs of preparing the preliminary cost budget, architectural drawings and renderings or other submitted materials and participation in any conferences, oral presentations or negotiations.

Conditions of Acceptance

The Village reserves the right to request clarification and/or additional information from the respondents during the evaluation and selection process. Any respondent that makes a material misrepresentation will be eliminated from further consideration. The Village reserves the right to disregard any informality in the submittal. All submitted materials are the property of the Village.

Prior to consideration of the selected proposal by the Floral Park Village Board, the respondent will be required to disclose additional information concerning the structure and ownership of the development entity.

The selection of a winning proposal does not commit the Village to transfer an interest in the Property until a written contract between the Village and the selected respondent for the conveyance of the Property has been approved by the Village Board and duly executed on behalf of the Village.

Property Tours

Tours of the property will be by appointment only, and should be arranged through CBRE. Please contact one of the team members set forth in the Offering Memorandum to schedule a property tour.