



JOANNE M. MAHONEY  
COUNTY EXECUTIVE

ROBERT S. DEMORE  
DIRECTOR

**Village of Solvay Mixed Use Development – Request for Proposals**

Request for Proposals Issued – July 11<sup>th</sup>, 2016  
Deadline to Submit Proposal – September 9<sup>th</sup>, 2016 by 5:00PM  
Anticipated Award Date – September 30<sup>th</sup>, 2016

**INTRODUCTION**

Onondaga County is seeking responses from proposers for design and construction of mixed use development(s) in the Village of Solvay with a concentration on the Milton Avenue business district.

The Milton Avenue Mixed Use Development Program is a part of Onondaga County's revitalization program, in cooperation with and funded by the State of New York for construction of mixed-use development in the Village of Solvay's business district along the Milton Avenue. Eligible projects will transform underutilize, dilapidated or vacant land into developments hosting mixed use projects.

**PROGRAM DESCRIPTION**

Onondaga County believes a holistic approach to the revitalization of the Milton Avenue business district in the Village of Solvay. A successful approach will involve aesthetics, business creation/retention and housing that will lead to a healthy and economically vibrant main business district.

Housing is a key component in any successful revitalization of a commercial district. Affordable and marketable housing combined with commercial space helps to strengthen the social and economic vitality of the business district.

An example of mixed-use development would be a building, quite often located in a business district, which on its ground level would house a commercial use such as an office or retail operation and on the upper levels would typically have residential rental units.

**PROGRAM ELIGIBILITY**

A) ELIGIBLE APPLICANTS: Applicants must have ownership or demonstrate an ability to acquire interest in the real property within 60 days of the selection (e.g., executed Purchase Offer, executed Option to Purchase). Real property must be located within the target area.

B) ELIGIBLE TARGET AREA: The Milton Avenue business district which includes Milton Avenue and commercial areas adjacent to it in the Village of Solvay.

C) ELIGIBLE PROGRAM ACTIVITIES: Mixed-use Renovation of an existing structure(s) or the construction of new mixed-use building(s) in the target area.

## **FUNDING**

Up to \$1,000,000.00 has been allocated for the Mixed Use Development Program. Eligible projects may be awarded up one third (33.33%) of the total cost of the project. The Selection Committee may select one or multiple projects for inclusion in the program.

NOTE: This is a reimbursement grant, and funds will be reimbursed only for eligible and authorized expenditures.

## **SELECTION**

Schedule A is the criteria the selection committee will use as a basis to evaluate proposals. Applications should wholly address the criteria listed in Schedule A.

## **GRANT AGREEMENT**

The Selection Committee will choose successful applicant(s) to negotiate a grant agreement with the County. This agreement must comply with all requirements of the New York State Empire State Development Corporation (ESD) and Onondaga County.

The successful applicant(s) must negotiate an agreement with the County. The proposer should demonstrate ability to comply with 30% meaningful participation by minority and women owned business enterprises (MWBE). Contractors shall comply with EEO requirements and MWBE as required by ESD including those found in Schedule B.

State Historic Preservation Office (SHPO) compliance is governed by ESD requirements.

Attached as Schedule C are standard Onondaga County contract provisions.

Additional elements of the contract developed by the County will include the following:

- 1) the agreed-upon scope of work
- 2) the amount of financial assistance awarded
- 3) project milestones including anticipated construction completion within 24 months
- 4) during the construction phase of the program, the County will reserve the right to conduct routine monitoring visits as well as cancel the contract for noncompliance
- 5) the requirement to maintain the property for 5 years
- 6) the successful proposer will be required to cooperate with the County to submit any additional documentation as required by ESD

## **ONGOING MAINTENANCE OBLIGATIONS**

The successful proposer(s) will be required to maintain the property assisted with these grant funds for a five-year period. There will be a five year recapture clause commencing with the successful conclusion of construction. These provisions must survive any transfer of property through a covenant or any other means acceptable to the County.



JOANNE M. MAHONEY  
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SCHEDULE A

SELECTION AND EVALUATION CRITERIA  
FOR MIXED USE DEVELOPMENT PROJECT(S) IN THE VILLAGE OF SOLVAY

The Selection Committee will look at the extent to which Proposals meet the overall goals of mixed use development, the expertise and ability of Proposers to undertake the Projects, and the capacity of Proposers to finance and complete Projects. To that end, the Selection Committee will use the following criteria as the basis to evaluate Proposals and select one or more Proposers:

1. Program & Design

- Contributes to the continuing economic revitalization of the Milton Avenue area business district and contributes to the stabilization or expansion of the Milton Avenue area business community
- Promotes a fundamental focus on community, creates a sense of place, and provides opportunity for interaction among Village residents, business owners and others
- Achieves visual prominence in the Milton Avenue area business district
- Retains and reflects the local character of the Milton Avenue area business district
- Enhances the Village center and gateway areas
- Eligible projects shall consist of no more than 5 acres of land in total
- Increases vitality, embodies smart growth, and guides development towards established areas.
- Maximizes the use of existing land and infrastructure
- Contributes to a pedestrian friendly, walkable community
- Employs Sustainable Practices

2. Qualifications, Experience and Readiness of Proposer to Undertake the Project

- Overall quality and completeness of the Application and supporting documentation
- Demonstrated readiness of Proposer's team to undertake the project
- Extent of the Proposer's experience in project development, including similar or comparable projects
- Capacity of Proposer to secure required approvals and complete the Project within the stated timeframe

3. Capacity to Finance and Complete the Project

- Feasibility and availability of ready financing sources
- Capacity of Proposer to secure financing
- Extent of Proposer's experience in securing financing for comparable projects

4. Alignment with ESD and Mixed Use Development Goals

- Comports with established goals for Mixed Use Development, as stated in the Program Guide
- Ability of Proposer to maintain the Project and protect the public investment
- Ability and plans of Proposer to comply with 30% meaningful participation by minority and women owned enterprises (M/WBE)
- Other relevant criteria as may be developed by the Selection Committee, critical to the success or goals of Mixed Use Development

# Schedule B



**EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, \_\_\_\_\_ (CONTRACTOR REPRESENTATIVE), of the \_\_\_\_\_  
(AWARDEE/CONTRACTOR) agree to adopt the following policies with respect to the project being developed  
or services rendered at \_\_\_\_\_.

**M/WBE PARTICIPATION (M/WBE)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhance participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**EQUAL EMPLOYMENT OPPORTUNITY POLICY (EEO)**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race,



EXHIBIT G-1: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

M/WBE PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed on this \_\_\_ day of \_\_, 20\_\_.

By: \_\_\_\_\_ (SIGNATURE)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Minority Business Enterprise Liaison

\_\_\_\_\_ (Name of Designated Liaison) is designated as the Minority Business Enterprise Liaison responsible for administering the Minority and Women-Owned Business Enterprises- Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

\_\_\_\_\_ (Authorized Representative)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



Empire State  
Development

**EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

**Federal Employer Identification No. (FEIN):**

**Offeror's Name:**

**Offeror's Address:**

**City, State, Zip Code:**

**Telephone No.:**

**Region/Location of Work:**

**Solicitation No.:**

**Project No.:**

**M/WBE Goals in the Contract: MBE - % WBE - %**

1. Certified M/WBE Subcontractors/Suppliers Federal Employer Identification Number (FEIN), Name, Address, Phone, Fax and Email Address.	2. Classification  NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts / Supplies / Services and intended performance dates of each component of the contract.
A.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
B.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			



Empire State  
Development

EXHIBIT G-4: OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY  
M/WBE UTILIZATION PLAN

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE CONTRACT, OFFEROR MUST SUBMIT A WAIVER REQUEST FORM (FORM E4).

PREPARED BY (Signature): \_\_\_\_\_ DATE: \_\_\_\_\_

Preparer's Name (Print or Type):

Preparer's Title:

Date:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

TELEPHONE NO.: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

**\*\* FOR OCSD-M/WBE USE ONLY \*\***

REVIEWED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

UTILIZATION PLAN APPROVED?

YES  NO Date: \_\_\_\_\_

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

YES  NO Date of Issue: \_\_\_\_\_

NOTICE OF ACCEPTANCE ISSUED?

YES  NO Date of Issue: \_\_\_\_\_

# Schedule C

STANDARD COUNTY CONTRACT PROVISIONS

DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

A. The Contractor covenants and agrees to indemnify, defend and hold harmless, to the fullest extent permitted by law, the County of Onondaga, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Contractor if self employed, Contractor's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the performance of the work or the enforcement of this Contract, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of the Contractor.

B. Without otherwise limiting the scope of the indemnity provisions set forth in paragraph (A) herein, if Contractor serves upon the County, within ten (10) calendar days of being notified by County of a claim a duly executed copy of a letter from Contractor to Contractor's various insurers, providing notice of the Claim requesting that the Insurer provide defense therefore, and if within sixty (60) days thereafter, Contractor provides to the County a duly certified letter from Contractor's insurer(s): (i) Giving notice to Contractor that the claim is not within the scope of coverage of insurance contracts that Contractor is obligated to obtain and maintain in force pursuant to the terms of this AGREEMENT or; (ii) A Reservation of rights Letter; Together with Contractor's duly signed consent to joinder in any pending action and to participation in settlement of the claim, the County shall assume the cost of defending the claim. Provided, however, that the County reserves All rights pursuant to applicable law and Paragraph A of this Section to seek recovery of all costs incurred by the county in defending the claim to the fullest extent allowed by applicable law. The County's reservation of rights as set forth herein is without prejudice to Contractor's right to seek to limit the obligation to indemnify the County for defense costs incurred by the County to the percentage of the claim or damages caused by the negligence or other fault of the Contractor.

The Contractor further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause, and shall name the County of Onondaga as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

INSURANCE \*\*NOTE: Required Insurance Coverage may be higher than amounts stated herein; additional insurance coverage also may be required. \*\*\*\*\*

Contractor shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the County of Onondaga and which will provide primary liability coverage to Contractor AND WITH THE COUNTY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS for claims which may arise out of or result from Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor if self-employed, Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the Contractor

shall not be required to name the County as an additional insured on policies issued to it for the professional liability of the Contractor.

All policies shall be written so that the County of Onondaga will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the County of Onondaga as an additional insured and stating the limits of liability, expiration date which are acceptable to the County of Onondaga shall be filed with and accepted by the County of Onondaga before operations are begun. The intent is that this insurance, with the County of Onondaga being named as an additional insured, is to be primary over and above the County of Onondaga's own general liability coverage.

The Contractor agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

The Contractor also agrees to obtain and maintain Automobile Liability Insurance for owned, hired and non-owned vehicles with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

In addition, the Contractor shall obtain and maintain Professional Liability Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

Also, the Contractor shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

Contractor further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Workers' Compensation Board requires the County to obtain from Contractors proof of Workers' Compensation insurance coverage, Self Insurance or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the County on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

#### WORKERS' COMPENSATION AND DISABILITY BENEFITS

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as workers' compensation insurance, for the benefit of all

employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

#### ASSIGNMENT

Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement, or Contractor's right, title, or interest in this agreement, or Contractor's power to execute this agreement, to any other person or entity without the previous consent in writing of County.

#### INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Neither Contractor, nor Contractor's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers, employees, agents, or servants of County.

#### CONFLICT OF INTEREST

At the time Contractor submits a bid, or if no bid is submitted, prior to performing any services under this agreement, Contractor shall deliver to County's Department of Law, the attached affidavit certifying that Contractor has no

interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to County. The affidavit shall further state that in rendering services to County no persons having any such interest shall be employed by Contractor. Contractor assumes full responsibility for knowing whether Contractor's officers, employees, agents, or servants have any such interest and for certifying the absence of such conflict to County.

During the course of performing services for County, Contractor shall disclose immediately to County, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of Contractor, Contractor's officers, Contractor's employees, Contractor's agents, and Contractor's servants. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and Contractor's failure to comply with these provisions affords County the right to pursue any and all remedies for breach of agreement. In the event of an apparent or actual conflict of interest during the course of performance, Contractor shall suspend all work and services, and County's payments to Contractor shall be suspended pending final approval by County or County's Board of Ethics. If the conflict cannot be resolved to the satisfaction of County, County may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of Contractor, and Contractor shall disclose the same. Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration from parties other than County for work on the project to which this agreement pertains. If applicable, Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest of Contractor's officers, Contractor's employees, Contractor's agents, or Contractor's servants shall be deemed a conflict of interest of Contractor, giving rise to the duty to disclose.

Contractor shall not disclose any data, facts or information concerning services performed for County or obtained while performing such services, except as authorized by County in writing or as may be required by law.

#### LICENSES AND PERMITS

Contractor shall obtain at Contractor's own expense all licenses or permits required for Contractor's services or work under this agreement, prior to the commencement of Contractor's services or work.

#### APPROPRIATIONS

This agreement is executory only to the extent of the monies appropriated and available for the purpose of this agreement and no liability on account thereof shall be incurred by County beyond monies appropriated and available for the purpose thereof.

#### AGREEMENT MODIFICATIONS

This agreement represents the entire and integrated agreement between County and Contractor and supersedes all prior negotiations, representations or agreements either written or oral. This agreement may be amended only by a writing signed by County and Contractor.

#### SEVERABILITY

If any term or provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall not be affected thereby and every other term and provision of this agreement shall be valid and enforced to the fullest extent permitted by law.

CLAUSES REQUIRED BY LAW

Each and every provision of law and clause required by law to be part of this agreement shall be deemed to be part of this agreement and to have been inserted in this agreement, and shall have the full force and effect of law.

SUSPENSION AND DEBARMENT

Contractor certifies that, except as noted, Contractor and any person associated with Contractor in the capacity of owner, partner, director, officer, or major stockholder is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

Conflict Interest Affidavit

State of )  
County of ) ss.:

, being duly sworn, deposes and says:

<Contractor's Name> (Contractor) agrees that Contractor has no interest and will not acquire any interest, direct or indirect that would conflict in any manner or degree with the performance of the services to be rendered to the County of Onondaga (County).

Contractor further agrees that, in the rendering of services to County, no person having any such interest shall knowingly be employed by Contractor.

\_\_\_\_\_

Sworn to before me on this  
day of 20 .

\_\_\_\_\_



COUNTY OF ONONDAGA

**COMMUNITY DEVELOPMENT DIVISION**

JOANNE M. MAHONEY  
COUNTY EXECUTIVE

ROBERT S. DEMORE  
DIRECTOR

**APPLICATION FOR MIXED USE DEVELOPMENT PROJECTS  
IN THE VILLAGE OF SOLVAY**

Applicant must return the signed and completed application and supporting documentation no later than September 9<sup>th</sup> at 5:00PM to:

Robert DeMore, Director  
Onondaga County Community Development Division  
421 Montgomery Street  
11<sup>th</sup> Floor  
Syracuse, NY 13202

The Selection Committee will look at to what extent proposals meet the selection and evaluation criteria set forth in Schedule A. Applicants should review that criteria and include information in their proposal that comport with Schedule A. Attach additional pages as needed.

**1. Contact Information**

PROPERTY OWNER(S): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

APPLICANT(S): \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

CORPORATE ENTITIES: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

**2. Property Information**

STREET ADDRESS: \_\_\_\_\_  
ACREAGE: \_\_\_\_\_ PRESENT ZONING: \_\_\_\_\_ PRESENT USE: \_\_\_\_\_

**3. Program & Design**

PROVIDE A DETAILED CONCEPTUAL DESIGN OF THE PROJECT INCLUDING PROPOSED MIX OF USES. ADDRESS CRITERIA OUTLINED IN SCHEDULE A.

**4. Qualifications, Experience & Readiness of Applicant**

IDENTIFY ALL MEMBERS OF YOUR DEVELOPMENT TEAM INCLUDING QUALIFICATIONS AND BACKGROUND IN DEVELOPMENT AS WELL AS ANY CORPORATE ENTITIES PROPOSED FOR THE PROJECT. ADDITIONALLY, DESCRIBE THE ABILITY TO COMPLY WITH REQUIRED CONTRACT AND OTHER PROVISIONS SET FORTH IN SCHEDULE B AND SCHEDULE C. ADDRESS CRITERIA OUTLINED IN SCHEDULE A.

**5. Capacity to Finance & Complete the Project**

PROVIDE INFORMATION PERTAINING TO AVAILABILITY TO FINANCE THE PROJECT AS WELL AS ANTICIPATED TOTAL COST AND AMOUNT OF PUBLIC FUNDING REQUESTED. ADDRESS CRITERIA OUTLINED IN SCHEDULE A.

**6. Alignment with ESD & Mixed Use Development Goals**

DESCRIBE ABILITY TO COMPLY WITH MWBE MEANINGFUL PARTICIPATION, SUSTAINABLE PRACTICES AND ALL OTHER CRITERIA IN SCHEDULE A.

**7. Signature(s) of Applicant(s)/Co-Applicant(s)**

NO WORK MAY BEGIN WITHOUT A WRITTEN CONTRACT WITH THE COUNTY. ANY QUESTIONS SHOULD BE SUBMITTED IN WRITING TO THE DIRECTOR OF COMMUNITY DEVELOPMENT

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_



JOANNE M. MAHONEY  
COUNTY EXECUTIVE

ROBERT S. DEMORE  
DIRECTOR

SCHEDULE A

SELECTION AND EVALUATION CRITERIA  
FOR MIXED USE DEVELOPMENT PROJECT(S) IN THE VILLAGE OF SOLVAY

The Selection Committee will look at the extent to which Proposals meet the overall goals of mixed use development, the expertise and ability of Proposers to undertake the Projects, and the capacity of Proposers to finance and complete Projects. To that end, the Selection Committee will use the following criteria as the basis to evaluate Proposals and select one or more Proposers:

1. Program & Design

- Contributes to the continuing economic revitalization of the Milton Avenue area business district and contributes to the stabilization or expansion of the Milton Avenue area business community
- Promotes a fundamental focus on community, creates a sense of place, and provides opportunity for interaction among Village residents, business owners and others
- Achieves visual prominence in the Milton Avenue area business district
- Retains and reflects the local character of the Milton Avenue area business district
- Enhances the Village center and gateway areas
- Eligible projects shall consist of no more than 5 acres of land in total
- Increases vitality, embodies smart growth, and guides development towards established areas.
- Maximizes the use of existing land and infrastructure
- Contributes to a pedestrian friendly, walkable community
- Employs Sustainable Practices

2. Qualifications, Experience and Readiness of Proposer to Undertake the Project

- Overall quality and completeness of the Application and supporting documentation
- Demonstrated readiness of Proposer's team to undertake the project
- Extent of the Proposer's experience in project development, including similar or comparable projects
- Capacity of Proposer to secure required approvals and complete the Project within the stated timeframe

3. Capacity to Finance and Complete the Project

- Feasibility and availability of ready financing sources
- Capacity of Proposer to secure financing
- Extent of Proposer's experience in securing financing for comparable projects

4. Alignment with ESD and Mixed Use Development Goals

- Comports with established goals for Mixed Use Development, as stated in the Program Guide
- Ability of Proposer to maintain the Project and protect the public investment
- Ability and plans of Proposer to comply with 30% meaningful participation by minority and women owned enterprises (M/WBE)
- Other relevant criteria as may be developed by the Selection Committee, critical to the success or goals of Mixed Use Development