



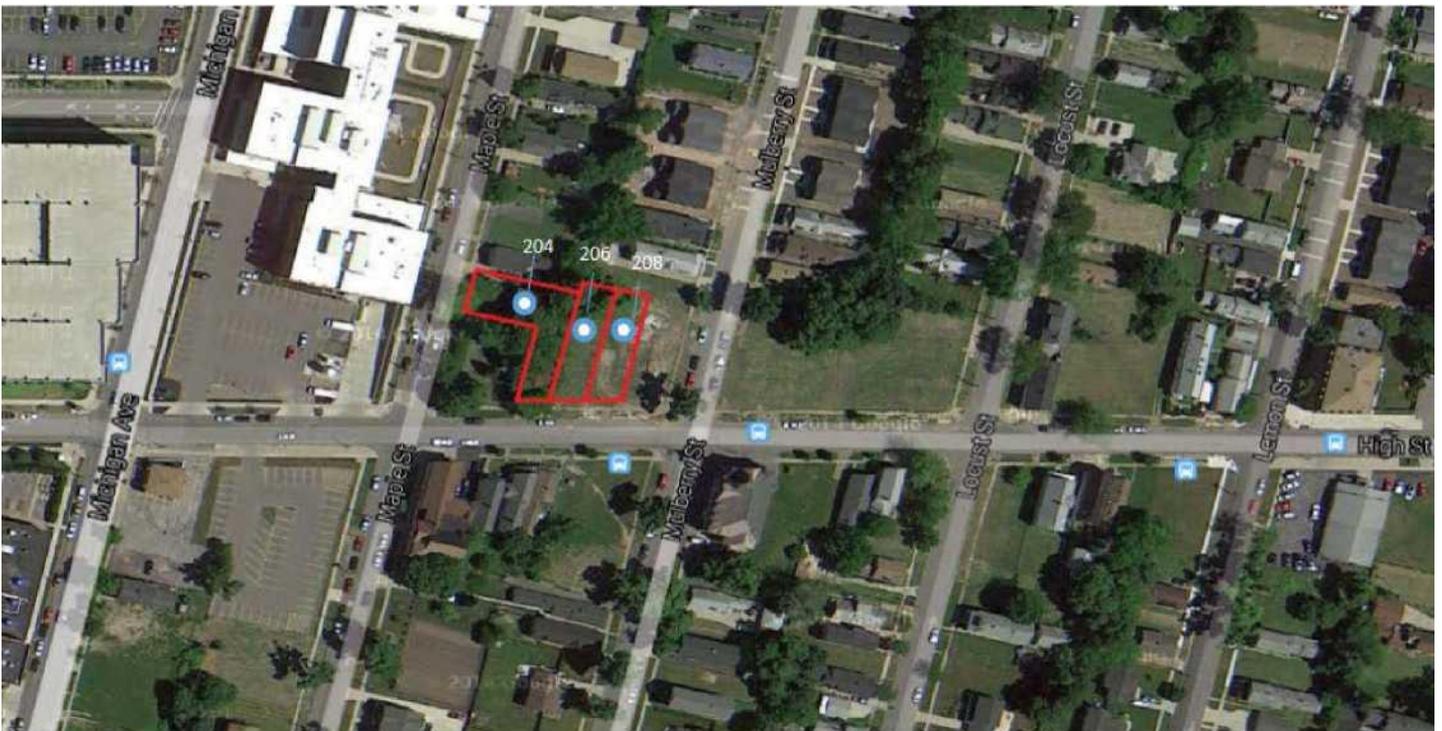
# CITY OF BUFFALO

Request for Proposals

**204, 206, 208 High Street**

ISSUE DATE: September 4, 2019

**PROPOSAL SUBMISSION DEADLINE: October 4, 2019**



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**PURPOSE AND SCOPE OF PROPOSAL**

The City of Buffalo (“City”) is issuing a Request for Proposals (RFP) for the sale and redevelopment of the parcels located at 204, 206 and 208 High Street, Buffalo, NY 14204.

The parcels consist of two 2.5 stories masonry structures and two vacant lots that are positioned on the corner of High and Maple Streets in the City's Fruit Belt neighborhood. Built in 1865, these structures have proximity to the Buffalo Niagara Medical Campus, situated one block away from Roswell Park Cancer Institute and the Buffalo Medical Center. Title to the parcels is currently being held by the City of Buffalo. The property is listed as a City of Buffalo local landmark. The RFP is seeking a qualified developer or development team with the expertise, development credentials, financial capacity, and experience to redevelop the parcels in accordance with the City of Buffalo Green Code Unified Development Ordinance (“UDO”). The zoning under the Green Code UDO is N-2C (mixed-use neighborhood center). More details can be found at [www.buffalogreencode.com](http://www.buffalogreencode.com) or by contacting, John Fell, Senior Planner, City of Buffalo, (716) 851-4533, [jfell@city-buffalo.com](mailto:jfell@city-buffalo.com).



Photograph of 206 & 208 High Street, Buffalo, NY 14204



Photograph of 204 from High Street, Buffalo, NY 14204



Photograph of 204 from Maple Street, Buffalo, NY 14204

The proposed project must comply with the Fruit Belt Strategic Plan. The Fruit Belt Strategic Plan is built on the city's Green Code and helps guide and support redevelopment of the Fruit Belt neighborhood. Working with the Council President's office, the Mayor's Office of Strategic Planning engaged the Buffalo Urban Renewal Agency ("BURA") to develop a plan guided by the input of residents, local partners, community organizations, Faith-based groups, and other stakeholders who are committed to preserving and growing a healthy and inclusive neighborhood in the Fruit Belt area. See Exhibit A.

### **SUBMISSION REQUIREMENTS**

Prospective purchasers must not owe the City of Buffalo any debt or have violation on any property in the City, and are encouraged to visit the property and surrounding area prior to submitting their proposal. Contact Division of Real Estate at (716) 851-5280 to schedule an appointment.

Six (6) copies of the proposal must be submitted on 8/12 x 11 bound document format as well as an electronic file on disc or "flash" drive. If submitted under separate cover, appended studies and graphics should be clearly labeled to identify the project and developer.

**Proposals must be received by registered mail or hand delivered and registered at the reception desk at the address below by 12:00 p.m. noon on Friday, October 4, 2019.**

Hope Young-Watkins, Director of Real Estate  
Mayor's Office of Strategic Planning  
905 City Hall  
Buffalo, NY 14202

Re: 204 High St

All questions or inquiries regarding the RFP must be submitted in writing to Hope Young-Watkins at [hyoung-watkins@city-buffalo.com](mailto:hyoung-watkins@city-buffalo.com). Questions and inquiries will be accepted from all interested parties until September 25, 2019 at 12:00 p.m. noon. No responses will be provided for questions and inquiries received after this time.

## PROPOSAL REQUIREMENTS

Proposals must include the following information in a brief and concise format - *not to exceed five (5) pages of narrative*. The City of Buffalo reserves the right to request additional information during the evaluation of responses and to reject any or all proposals.

### Development Description/ Approach

On a separate sheet of paper attached to the proposal identified as: *Development Description* - explain, in detail the general approach to developing the Property including:

- A brief description of the project.
- The proposed use or uses of the building including square footage, mix of tenants, owners and services.
- Outline a plan to work and partner with surrounding community, including collaboration with both public and private institutions.
- Discussions of market conditions that support the proposed uses.
- Demonstrating a detailed knowledge of the district in which the property is located and how the proposed project will add to the character of the district.
- Inclusion is a core value to Mayor Brown's Administration. The project must show meaningful participation from certified Minority and Women-Owned Business Enterprises (M/WBE), minority and women workforce participation and mentor protege opportunities at all project levels, including, financing, management, design, and construction.

### Project Summary

On a separate sheet of paper attached to the proposal identified as: *Project Summary* - provide the following information:

- A letter of interest.
- Fully filled out version of *Attachment (A)*.

### **Sale price/ Development costs**

Proposals must clearly state the offer/bid for the Property. *Attachment (B)*

- Proposed Purchase Price; unless otherwise permitted by law, the City of Buffalo is required to dispose of real property at the highest marketable value and that should be considered by the developer or development team in preparing the development costs. Proposals must clearly state the offer/bid for the property. An appraisal establishing a sale price must be prepared if an acceptable proposal is selected.
- The appraisal and sale price is subject to review and approval of the City of Buffalo Appraisal Review Board and the City of Buffalo Common Council.
- The determination for eligibility for various incentive programs is the responsibility of the developer or development team.

### **Developer Financial Information**

As part of the review process the developer or development team must be prepared to submit financial information.

**Note:** The release of this information will be restricted subject to the City's compliance with the Freedom of Information Law and other State and Federal statutes.

The developer must be prepared to provide the following within a week of a request from the City of Buffalo:

- Current financial statements - Developer or development team should submit a current financial statement in addition to financial statements for the previous two years. In the case of a newly formed development entity, the proposal should include a financial statement of the general partners or corporate affiliate(s), prepared by a Certified Public Accountant and including the most recent audit of all parties. The statement should show the assets, liabilities, and net worth of the developer or development team.
- Other disclosures - Include any prior negative financial history involving the proposed developer or development team and/or its owners, partners, shareholders and board members. In the body of the proposal, the developer or development team must address the following questions:
  - Has the developer or development team or any of the affiliated individuals listed defaulted on a real estate obligation? If so, please explain.
  - Has the developer or development team or any of the affiliated individuals listed been delinquent on a commercial or housing development debt? If so, please explain.
  - Has the developer or development team or any of the affiliated individuals listed been the defendant in any legal suit or action? If so, please explain.
  - Has the developer or development team or any of the affiliated individuals, listed declared bankruptcy or made compromised statements with creditors? If so, please explain.
  - Are there any current legal proceedings or judgments recorded against the developer or development team or any of the affiliated individuals listed? If so, please explain.
  - Has the developer or development team or any of the affiliated individuals ever been debarred or prohibited from bidding on work by any state or federal agencies such as the U.S. Department of Housing and Urban Development,

U.S. Small Business Administration, Erie County or the Dormitory Authority of New York State? If so, please explain.

**Preliminary Design Submission**

Included by respondent as a separate attachment – labeled Attachment D1 and D2 – provide the following information:

**D 1.** Cost Estimate/Work Description - Construction cost estimate and detailed work description of all work items proposed to be accomplished and include basis for estimate, engineering estimate, etc.

**D 2.** Schedule of the overall project, the timeline should include important milestones and anticipated date of completion.

**Note:** The City reserves the right to request additional information i.e. renderings, in the case that construction will substantially change the site.

**Reference**

Provide three (3) references from projects previously undertaken by the developer.

**Attach any supplemental documentation that you believe may assist us in the review of your application, including letters of commitment from funding sources and other evidence of financing commitments.**

**THE CITY OF BUFFALO RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS SUBMITTED**

### **RESERVATIONS**

- The City reserves the right to stop the selection process at any time if it is considered to be in the best interest of the City. The City also reserves the right to reject any or all proposals submitted.
- The City reserves the right to seek additional information from respondents and related entities.
- All decisions related to this RFP are subject to all applicable federal, state and local laws and regulations, and the policies and procedures of the City of Buffalo.
- All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the respondent.
- The determination for eligibility for various incentive programs is the responsibility of the developer or development team.

### **EVALUATION CRITERIA**

The City will enter into an agreement for the transfer of the Property with the applicant whose proposal best meets the following selection criteria and offers the greatest prospect of successful completion.

#### **Quality of the Plan:**

- Completeness of Application Proposal - all required documents have been submitted and the project is presented in a clear and concise manner.
- Proposed Development must be consistent with local plans - must prove to have impacts on the extent to which the project will be an asset to the neighborhood, the city and the region; compliance with Fruit Belt Strategic Plan
- Project Readiness - Overall reasonableness and feasibility of executing the developer's proposed development plan. The likelihood of timely progress toward closing on a property transfer agreement leading to the positive redevelopment of the site.
- Inclusion - Inclusion is a core value to Mayor Brown's Administration. The proposal development must demonstrate meaningful participation from certified Minority and Women-Owned Business Enterprises (M/WBE), minority and women workforce participation and mentor protege opportunities at all project levels, including, financing, management, design, and construction.

#### **Experience & Qualifications:**

- Background, qualifications, experience, and expertise of the development team and any affiliated partner in like ventures or similarly sized development or completed similar project(s) but smaller in size and scope. Include developer's experience in working and partnering with communities as well as both public and private partners. In addition, it should detail previous success in engaging the participation of adjoining neighborhoods and communities in the development process.
- Neighborhood economic development/job creation and/or retention.
- Projects stressing diversity within development team, workforce and tenant/owners.

**Financial Considerations:**

- Proposals must clearly state the offer/bid for the property.
- Project budget is complete and all sources and uses of funds are clearly defined and documented with evidence of commitments; costs are limited to amounts or percentages specified in the request for proposals.
- Cost effectiveness, reasonableness of the development budget.
- The financial feasibility based on realistic development and operating pro forma.
- Reasonable certainty of prospective cash flows incorporated into team's analysis.
- Demonstrated financial capacity of the team and its individual members.

**Terms and Conditions**

The City will enter into an agreement with a preferred Redeveloper who will retain that status for a period of six (6) months. The designation will be subject to the following terms and conditions:

- The successful negotiation of a Contract of Sale for approval by the City of Buffalo Common Council.
- Payment of a designation fee of One Thousand Dollars (\$1,000.00) per month by Redeveloper to the City payable within five (5) days from the date of designation - by Council - and due thereafter the first day of every month. In the event Redeveloper shall exercise its option to acquire said property pursuant to the Contract of Sale to be negotiated by Redeveloper and the City, said option fee shall be credited towards the purchase price. In the event that Redeveloper shall not proceed with the redevelopment of the property within the designation period, Redeveloper shall forfeit all monies paid on account and the City shall retain all such monies.
- Redeveloper is responsible for performing any soil test borings and soil investigations, as per license agreement to be granted by the City, for the purpose of determining, to developer's satisfaction, the suitability of the site for its intended use, and the presence or absence of hazardous substances as such term is used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (C.E.R.C.L.A) 42 U.S.C. § 9601 *et seq.*; The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 *et seq.*; The Resource Conservation and Recovery Act, as amended, 42 U.S.C § 6901 *et seq.*; Articles 15 and 27 of the New York State Environmental Conservation Law or any other federal, state, or local law, regulation, rule, ordinance, by-law, policy guidance, procedure, interpretation, decision, order, or directive, whether existing as of the date hereof, previously enforced or subsequently enacted.
- Individuals and/or corporations having outstanding taxes, water bills, parking tickets, user fee and/or demolition liens or any other liens or obligations owed to the City of Buffalo, or code violations existing on any property owned by them, are not eligible for designation.
- Upon signing of a Contract of Sale, payment by the Redeveloper to the City of a non-refundable deposit, in the amount of ten percent (10%) of the agreed to purchase price.
- Submission by the developer or development team of monthly progress reports to the Office of Strategic Planning, Division of Real Estate.
- Attached is the Release and Indemnity Agreement that will be required to be fully signed by the developer or development team and be released prior to conveying title.

**RELEASE AND IDEMUNITY AGREEMENT**

This Release and Indemnity Agreement is given by *[Buyer's Name to be inserted]*, (hereinafter "Grantee") to the City of Buffalo (the "City") as a condition to the delivery of, and as a material part of, a quit claim deed to certain real property commonly known as \_\_\_\_\_ in the City of Buffalo (the "Property").

**I. RELEASE PROVISION:**

Grantee covenants and agrees at its sole cost and expense, to defend, release and save harmless City and its officers, employees, directors, agents and representatives from and against any and all damages, losses, charges, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements, and/or expenses, including without limitation, all attorneys' and experts' fees, costs of investigation, monitoring, remedial response, removal, restoration or permanent acquisition of any kind whatsoever, which may now or in the future be undertaken, suffered, paid, awarded, assessed, imposed, asserted or otherwise incurred by Grantee, individually or collectively, at any time resulting from or arising out of:

- (a) the past, present or future presence, Release or threatened Release of any Hazardous Substances, including but not limited to petroleum or any petroleum based substances, in, on, above or under the Property or migrating to parcels now or hereafter owned by Grantee;
- (b) any personal injury, wrongful death, or property or other damages arising under any statutory, common law or tort law theory, arising out of, or related to, the remediation of the Property or parcels now or hereafter owned by Grantee;
- (c) Grantee's failure to promptly undertake and/or diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, clean-up and/or other remedial actions with respect to a release or threat of release of any hazardous substance, including but not limited to petroleum or petroleum based products, on, at or from the Property or migrating off the Property to any and all other locations off-site;
- (d) human exposure to any hazardous substance, including but not limited to petroleum or petroleum based products, noises, noxious fumes, vibrations, or nuisances of whatever kind from any condition on the Property resulting from Hazardous materials, or the ownership, use, operation, sale, transfer or conveyance thereof;
- (e) A violation of any applicable state or federal statute or regulation with respect to any condition now or hereafter existing on the Property;
- (f) any investigation, prosecution, enforcement, action, suit, request to negotiate or consent order or other action by any governmental body or office, including but not limited to the New York Department of Environmental Conservation ("DEC") or the Environmental Protection City and Agency ("EPA") related in any manner whatsoever to the Property;
- (g) Any and all costs in connection with any clean-up, removal and/or investigation of environmental contamination, deposited on or into the Property or migrating therefrom, whether from on or off site, for which legal requirements mandate be cleaned up at, or removed from, the Property or any other property contaminated from the migration of hazardous material off-site.

The release of City hereunder shall in no way be limited, abridged, impaired or otherwise affected by the following:

- (i) the release of Grantee, the City and or any other person from the performance or observance of this agreement by operation of law, City's voluntary acts or otherwise;
- (ii) the invalidity or unenforceability of any of the terms or provisions of any of the Property purchase documents and or related documents;
- (iii) Any applicable statute of limitations;
- (iv) Any investigation or inquiry conducted by or on behalf of the City or any other indemnitee (and or releasee) or any information which City or any other indemnitee (and or releasee) may have or obtain with respect to the environmental or ecological condition of the Property;
- (v) The sale, transfer or conveyance of all or part of the Property;
- (vi) The release or discharge in whole or in part of Grantee in any bankruptcy, insolvency, reorganization, arraignment, readjustment, composition, liquidation or similar proceeding or;
- (vii) Any other circumstances which might otherwise constitute a legal or equitable release or discharge, in whole or in part, of Grantee.

Grantee, and its representatives, agents, employees, successors, predecessors and or assigns, shall be precluded now and in the future from asserting any and all claims (whether direct claims, cross-claims, third-party claims, defenses, counter-claims or other types of claims) against City, individually or collectively, including any claims under (without limitation) the Resource Conservation and Recovery Act, the Oil Pollution Act, the Clean Air Act, the Comprehensive Environmental Response, Compensation and Liability Act, the New York State Environmental Conservation Law, and or the New York State Navigation Law.

## **II. REPRESENTATIONS AND WARRANTIES:**

City makes no representations or warranties with respect to the past, present or future presence, Release or threatened Release of any Hazardous Substances, including but not limited to petroleum or any petroleum based substances, in, on, above or under the Property, and/or migrating off the Property to any and all other locations off-site. City makes no representations or warranties as to any past, present or threatened non-compliance or violations of any Environmental Laws (or permits issued pursuant to any Environmental Law) in connection with the Property or operations thereon. Further, the City makes no representations and or warranties whatsoever as to the condition and or as to the permitted use of the Property, the improvements thereon, environmental conditions at the Property and or in connection with the title to the Property or any other matter with respect to the Property.

**III. GRANTEE ACKNOWLEDGEMENTS: GRANTEE SPECIFICALLY ACKNOWLEDGES AND AGREES THAT CITY SHALL CONVEY ITS INTEREST IN THE PROPERTY TO GRANTEE AND THAT GRANTEE SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS AND WITH ALL FAULTS" AND THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FROM GRANTOR, NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR BROKER OF CITY AS TO ANY MATTER WHATSOEVER CONCERNING THE PROPERTY INCLUDING, BUT NOT BY WAY OF LIMITATION:** (i) the quality, nature habitability, merchantability, use, operation value, marketability, adequacy or physical condition of the Property or any aspect or portion thereof, including, without limitation, structural elements, appurtenances, access, landscaping, parking, plumbing, sewage, and utility systems, facilities and appliances, soils, geology and/or groundwater, (ii) the dimensions or lot size of the Property, (iii) the development or income potential, or rights of or relating to, the Property, or the Property's use, habitability, merchantability, or fitness, or the suitability, value, or adequacy of the Property for any particular purpose, (iv) the zoning or other legal status of the Property or any other public or private restrictions on the use of the Property, (v) the compliance of the Property or its operation with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any Governmental Authority or of any other person or entity (including, without limitation, the Americans with Disabilities Act), (vi) the ability of Grantee to obtain any necessary governmental approvals, licenses or permits for Grantee's intended use or development of the Property, (vii) the presence or absence of Hazardous Materials on, in, under, above or about the Property, (viii) the quality of any labor or materials used in any improvements, (ix) the condition of title to the Property, (x) City's ownership of the Property or any portion thereof, or (xi) the economics of or the income and expenses, revenue or expense

projections or other financial matters, relating to, the operation of the Property. Without limiting the generality of the foregoing, Grantee expressly acknowledges and agrees that Grantee is not relying upon any representation or warranty of City, nor any officer, employee, attorney, agent or broker of City, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Grantee. Grantee further acknowledges and agrees that City is under no duty to make any inquiry regarding any matter that may not be readily known by City and or by any officer, employee, attorney, agent or broker of City. This section and all provisions of this Agreement shall survive the delivery, acceptance and or recordation of the deed to which this Agreement is attached.

Any reports, repairs or work required by Grantee are the sole responsibility of Grantee, and Grantee agrees that there is no obligation on the part of City to make any changes, alterations or repairs to the Property or to cure any violations of law or to comply with the requirements of any insurer. Grantee, at Grantee's sole cost and expense, shall be responsible for obtaining any permits necessary for use of the Property and shall also be responsible for any repairs or alterations necessary for same, all at Grantee's sole cost and expense.

Grantee agrees to remediate any and all contamination deposited on to or into the Property or migrating therefrom as may be directed by any governing regulating agencies, including, but not limited to the DEC and/or EPA.

By executing this Release and Indemnity Agreement, Grantee acknowledges that Grantee has had the right and a full opportunity to conduct any testing or other investigation of the Property and has fully availed itself of such right or has otherwise waived such right and opportunity.

#### **IV. DEFINITIONS:**

As used in this Agreement, the following terms shall have the following meanings:

“Hazardous substance” means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated bifennels, petroleum and petroleum products, methane, hazardous materials, hazardous waste, hazardous or toxic substances and any other material defined as a hazardous substance in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 *et seq.*; The Hazardous Materials Transportation Act, as amended, 49 U.S.C. § 1801 *et seq.*; The Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6901 *et seq.*; Articles 15 and 27 of the New York State Environmental Conservation Law or any other federal, state, or local law, regulation, rule, ordinance, by-law, policy, guidance, procedure, interpretation, decision, order, or directive, whether existing as of the date hereof, previously enforced or subsequently enacted.

“Environmental Law” means any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law, relating to protection of human health or the environment, relating to Hazardous Substances, relating to liability for or costs of Remediation or prevention of Releases of Hazardous Substances or relating to liability for or costs of other actual or threatened danger to human health or the environment. The term “Environmental Law” includes, but is not limited to, the following statutes, as amended, any successor thereto, and any regulations promulgated pursuant thereto, and any state or local statutes, ordinances, rules, regulations and the like addressing similar issues: the Comprehensive Environmental Response, Compensation and Liability Act; the Emergency Planning and Community Right-to-Know Act; the Hazardous Substances Transportation Act; the Resource Conservation and Recovery Act (including but not limited to Subtitle I relating to underground storage tanks); the Solid Waste Disposal Act, the Clean Water Act; the Clean Air Act, the Toxic Substances Control Act; the Safe Drinking Water Act; the Occupational Safety and Health Act; the Federal Water Pollution Control Act; the Federal Insecticide, Fungicide and Rodenticide Act; the Endangered Species Act; the National Environmental Policy Act; and the River and Harbors Appropriation Act. The term “Environmental Law” also includes, but is not limited to, any present and future federal, state and local laws, statutes, ordinances, rules, regulations and the like, as well as common law; conditioning transfer of property upon a negative declaration or other approval of a governmental authority of the environmental condition of the property; requiring notification or disclosure of Releases of Hazardous Substances or other environmental condition of the Property to any governmental authority or other person or entity, whether or not in connection with transfer of title to or interest in property; imposing conditions or requirements in connection with permits or other authorization for lawful activity; relating to nuisance, trespass or other causes of action related to the Property; and relating to wrongful death, personal injury, or property or other damage in connection with any physical condition or use of the Property.

“Release” with respect to any Hazardous Substance includes but is not limited to any release, deposit, discharge, emission, leaking, leaching, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Substances. Release shall also have the same meaning as given to that term in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., and the regulations promulgated thereunder and Articles 15 and 27 of the New York State Environmental Conservation Law, and the regulations promulgated thereunder.

“Remediation” includes but is not limited to any response, remedial, removal, or corrective action; any activity to clean up, detoxify, decontaminate, contain or otherwise remediate any Hazardous Substance; any actions to prevent, cure or mitigate any Release of any Hazardous Substance; any action to comply with any Environmental Laws or with any permits issued pursuant thereto; any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or evaluation relating to any Hazardous Substances or to anything referred to herein.

“Legal Action” means any claim, suit or proceeding, whether administrative or judicial in nature.

“Loss or Losses” includes any losses, damages, costs, fees, expenses, claims, suits, judgments, awards, liabilities (including but not limited to strict liabilities), obligations, debts, diminution in value, fines, penalties, charges, costs of Remediation (whether or not performed voluntarily), amounts paid in settlement, foreseeable and unforeseeable consequential damages, litigation costs, attorneys' fees, engineers' fees, environmental consultants' fees, and investigation costs (including but not limited to costs for sampling, testing and analysis of soil, water, air, building materials, and other materials and substances whether solid, liquid or gas), of whatever kind or nature, and whether or not incurred in connection with any judicial or administrative proceedings, actions, claims, suits, judgments or awards to the extent recoverable at law or in equity.

“Fines” or “Penalties” means any levy imposed by a governmental body or office, including but not limited to the DEC or EPA, authorized by statute or regulation, that is not, directly or indirectly, compensation for, or reimbursement of, any actual cost incurred, liability imposed, or loss sustained by said governmental body or office or any other party. It is specifically understood that “fines” or “penalties” are levies imposed as a punitive or deterrent measure and do not include any other type of loss, except as otherwise defined by statute or regulation.

**V. THESE PROVISIONS TO RUN WITH THE LAND AND IMPROVEMENTS**

All of the provisions contained in this Release and Indemnity Agreement shall run with the land and improvements constituting the Property and shall be binding upon Grantee and all its successors and assigns as well as upon subsequent purchasers or owners of the Property.

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Respondent's Signature

### **General Requirements**

#### 1. Non-Discrimination

The successful developer(s) shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The successful developer(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City, setting forth this nondiscrimination clause. In addition, the developer(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the developer(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, religion, ancestry, sex, national origin, affectional preference, disability, age, marital status or status with regard to public assistance or status as disabled veteran or veteran of the Vietnam era, and comply in all other aspects with the requirements the Buffalo City Code and Ordinances.

#### 2. Americans with Disabilities Act Compliance Provisions

Any developer(s) awarded a contract pursuant to the RFP are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The contractor will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires vendors associated with the City of Buffalo to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship. Developer(s) also agree to post in a conspicuous place, accessible to employees and applicants, notices of their policy on non-discrimination.

In the event of the contractor's noncompliance with the non-discrimination clauses of this contract, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible by the Buffalo Common Council from any further participation in City contracts in addition to other remedies as provided by law

3. Applicable Law

The laws of the State of New York shall govern all interpretations of this contract, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Erie, State of New York, regardless of the place of business, residence or incorporation of the developer. Each party agrees that all claims and matters shall be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient or similar grounds.

4. Conflict and Priority

In the event that a conflict is found between provisions in any contract arising from this Request for Proposals, the successful developer's proposal or the City's Request for Proposals, the provisions in the following rank order shall take precedence: 1) Contract; 2) Request for Proposals; and 3) developer's proposal.

5. Ownership of Materials

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from any contract arising from this RFP shall constitute the property of the City. The City may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the developer.

6. Disclaimer

This RFP and the process it describes are proprietary to the City and are for the sole and exclusive benefit of the City. This RFP is not binding on the City. No other party, including any developer to this RFP or further developers to any RFP that may be issued by the City, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the City, or any authorized agent of the City. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the City with the City having title thereto and unrestricted use thereof.

7. Publicity

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the City.

8. Freedom of Information Law

The City of Buffalo is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Developer to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. **THE CITY OF BUFFALO DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.**

9. Conflicts of Interest

Confidentiality and lack of potential conflicts of interest is vital to maintaining the integrity of every contract entered into with the City. **Therefore, each Developer must disclose any perceived, potential or actual conflicts of interests and/or relationships/connections.** Such relationships may include, but are not limited to, connections to persons and organizations within the City of Buffalo through:

1. Professional or Political associations
2. Political donations
3. Blood or Marriage
4. Friendships
5. City of Buffalo employees who currently work for your company, or come to work for your company during the RFP process, and after (should you receive a contract from the City of Buffalo) as employees or consultants
6. Union Affiliations/Memberships
7. Board Member

Each Proposer further agrees that no member of the governing body, officer, employee or agent of the City shall have any pecuniary interest or otherwise, direct or indirect, in the any contract arising from this RFP.

10. Statement of Compliance and Conflicts of Interest

Your signature below denotes that your organization, company or corporation and/or the officers, directors, employees or agents thereof have reviewed and agreed to comply with State Finance Law §139-k. No past or present lobbyist, employee, officer or board member of your organization, company or corporation may contact any past or present City of Buffalo Employee, Union Leader, Elected Official (City or otherwise) in an attempt to influence the outcome of the RFP decision.

Additionally, any potential or identified conflicts of interest shall be disclosed. As conflicts are discovered, they must be disclosed in writing, to the designated contact person identified in the RFP, during the entire RFP, award, contract negotiation, ratification, and execution process and even after contract award.

Conflict or Potential Conflict:

Signature:

Company:

Title:

Date:

**NON-COLLUSION CERTIFICATION**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME

PRINCIPAL ADDRESS

STREET

CITY

STATE

ZIP CODE

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

(SIGNATURE) (TITLE) (TYPE OR PRINT NAME ABOVE)

(SIGNATURE) (TITLE) (TYPE OR PRINT NAME ABOVE)

**BIDDERS AFFIRMATIVE ACTION STATEMENT**

The \_\_\_\_\_  
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

\_\_\_\_\_  
(Signature of Authorized representative of Bidder)

Date \_\_\_\_\_

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2

ATTACHMENT (A)

### Request for Proposal Form

Date of Submission: \_\_\_\_\_

Project Name (if applicable): \_\_\_\_\_

Site Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
State Zip City

#### APPLICANT INFORMATION (Owner Entity)

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

Address: \_\_\_\_\_  
Street  
\_\_\_\_\_  
State Zip City

Contact: \_\_\_\_\_

Home Phone #: ( ) \_\_\_\_\_ Work Phone #: ( ) \_\_\_\_\_ Fax #: ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

#### 1. Legal Ownership Entity:

- General Partnership \_\_\_\_\_
- Individual
- Not for Profit Organization
- Corporations
- Limited Partnerships
- Other \_\_\_\_\_

#### 2. Legal Status of Organization:

- Currently Exists
- To be Formed
- Estimated Date of Filing \_\_\_\_\_

ATTACHMENT (A)

3. A brief history of the developer which lists principals with at least 20% owner interest in the company.

a. \_\_\_\_\_ )  
Full Name Address

City, State, Zip

Phone Number Fax Number

b. \_\_\_\_\_ )  
Name

Address

City, State, Zip

Phone Number Fax Number

c. \_\_\_\_\_ )  
Name

Address

City, State, Zip

Phone Number Fax Number

ATTACHMENT (A)

**Attorney:** \_\_\_\_\_  
(Firm)  
(Name)  
(Street)  
(City/State/Zip)  
( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Phone) (Fax)

**Owner:** \_\_\_\_\_  
(Firm)  
(Name)  
(Street)  
(City/State/Zip)  
( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Phone) (Fax)

**Architect:** \_\_\_\_\_  
(Firm)  
(Name)  
(Street)  
(City/State/Zip)  
( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Phone) (Fax)

ATTACHMENT (A)

**Sponsor:**

(Firm)

(Name)

(Street)

(City/State/Zip)

(Phone)

(Fax)

**Contractor:**

(Firm)

(Name)

(Street)

(City/State/Zip)

(Phone)

(Fax)

**Management  
Agent: \_\_\_\_\_**

(Firm)

Name

Street Address

City, State, Zip

Phone Number

Fax Number

**Consultant:**

(Firm)  
(Name)  
(Street)  
(City/State/Zip)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Phone) (Fax)

**Any Additional Team Members:**

(Firm)  
(Name)  
(Street)  
(City, Sate, Zip)

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
(Phone) (Fax)



**Miscellaneous Costs:**

Developer Fee \$ \_\_\_\_\_

Project Reserve \$ \_\_\_\_\_

**Subtotal \$ \_\_\_\_\_**

**Contingency:** \$ \_\_\_\_\_

Other Fees not mentioned (Please list) \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Total Costs \$ \_\_\_\_\_**

---

**PROPOSED DEVELOPMENT FINANCING**

**SOURCES OF FUNDS**

Source of Funds	Amount Use of Funds	Status (Circle)
1. _____	_____	Secured / Pending Application / No Application Submitted
2. _____	_____	Secured / Pending Application / No Application Submitted
3. _____	_____	Secured / Pending Application / No Application Submitted
4. _____	_____	Secured / Pending Application / No Application Submitted

**1. Total Financing**

Total Private Sources	\$ _____
Total Public Sources	\$ _____
Developer's Equity	\$ _____
Other	\$ _____
<b>TOTAL ALL SOURCES</b>	<b>\$ _____</b>

(Public Funding - Developer or development team must identify any proposed or anticipated public funding requests including any request for infrastructure improvements, property tax exemptions, sales tax exemptions on building materials, and PILOT Agreements.)

Note: Total from all sources must match total Development Costs on previous page.

**2. Banking References**

**Name:**

---

**Address:**

(Street)

---

(City)

(State)

(Zip)

**Contact Person:**

---

**Account Number:**

**Phone:**

---

# FRUIT BELT STRATEGIC PLAN

January 2018



# Acknowledgements

## **City of Buffalo**

Hon. Byron W. Brown, Mayor

## **Ellicott District**

Hon. Darius G. Pridgen, Council President

## **Buffalo Urban Renewal Agency**

Nona B. Watson, Executive Director

Arthur Hall, Jr., Community Planner

## **Fruit Belt Neighborhood**

Fruit Belt Advisory Coalition

Fruit Belt Coalition

Fruit Belt United

Fruit Belt Homeowner and Tenant Council, Inc.

Mulberry Street and Friends Block Club

Orchard Community Initiative

Buffalo Federation of Neighborhood Centers

First Community Alliance

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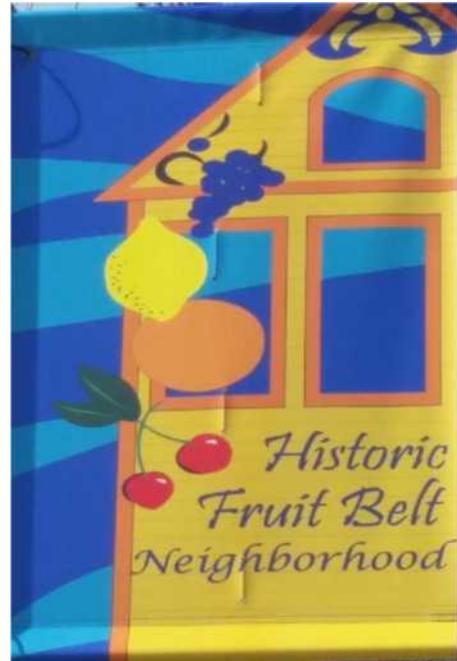
## Introduction

The Fruit Belt Strategic Plan has been created in response to a resolution adopted by Common Council on November 3, 2014 led by Councilman Darius Pridgen. The resolution places a moratorium on the sale of city-owned properties in the Fruit Belt (defined as Best Street to the north, Cherry Street to the south, Jefferson Avenue to the east, and Main Street to the west), until the Office of Strategic Planning is able to work with residents, businesses, organizations and other stakeholders to create a strategic plan for the neighborhood.

The Strategic Plan is designed to build on the city's Green Code to help guide and support redevelopment of the Fruit Belt neighborhood.

It represents a collaborative effort of the Buffalo Urban Renewal Agency, residents, local partners, community organizations, faith-based groups and other stakeholders who are committed to preserving and growing a healthy neighborhood.

The Strategic Plan seeks to build upon, rather than replicate, recent planning efforts in the Fruit Belt. The document consists of a brief neighborhood profile, an outline of the community engagement process, a review of the guiding principles developed by the community, and a summary of the goals and policies designed to drive neighborhood redevelopment.



## Neighborhood Profile

The Fruit Belt was originally developed by German settlers in the 1850s, with the residential streets named for various trees that were planted. The neighborhood has undergone many changes since its inception, and now faces potential development pressure spilling over from the Buffalo Niagara Medical Campus immediately to its west.

The current demographics of the Fruit Belt differ in many ways from the City of Buffalo and Erie County (all figures are from the 2013 five-year American Community Survey). The neighborhood is largely African American, compared to a more even breakdown within the city as a whole, and a mostly white population found in the suburbs.

### Racial and Ethnic Origin

	<i>Fruit Belt</i>		<i>City of Buffalo</i>		<i>Erie County</i>	
<b>All persons</b>	<b>2,670</b>		<b>260,568</b>		<b>919,230</b>	
African American	2,225	83%	97,939	38%	121,112	13%
White	224	9%	130,756	50%	731,926	80%
Other race	221	8%	31,873	12%	66,192	7%
Hispanic / Latino	135	5%	25,302	10%	43,061	5%

Residents are more likely to have not graduated from high school, and less likely to have obtained a college degree, than their counterparts in the city and county. These lower educational levels are reflected in higher unemployment and poverty rates, and lower median household incomes.

### Educational Attainment

	<i>Fruit Belt</i>		<i>City of Buffalo</i>		<i>Erie County</i>	
<b>Persons 25 years +</b>	<b>1,890</b>		<b>165,675</b>		<b>627,301</b>	
Less than high school	540	29%	29,321	18%	64,108	10%
High school	1,007	53%	95,957	58%	369,317	59%
Bachelors or more	343	18%	40,397	24%	193,876	31%

## Economic Characteristics

	<i>Fruit Belt</i>		<i>City of Buffalo</i>		<i>Erie County</i>	
Unemployment rate		24.4%		13.8%		8.6%
Poverty rate		44.9%		30.7%		14.6%
Median household income	\$20,047		\$30,942		\$50,653	

A larger share of the housing stock in the Fruit Belt is vacant, and much of it is not being offered for sale or rent. These units, whether in abandoned structures or ones that the owners simply don't want to rent out, signal a weak market. Homeownership and median values lag behind both the city and county, with the median housing value just two-thirds of the citywide figure, and just over one-third of the countywide number.

## Housing Characteristics

	<i>Fruit Belt</i>		<i>City of Buffalo</i>		<i>Erie County</i>	
<b>All housing units</b>	<b>1,598</b>		<b>134,839</b>		<b>419,815</b>	
Occupied	1,232	77%	112,037	83%	380,152	91%
Vacant	366	23%	22,802	17%	39,663	9%
Renter-occupied	825	67%	64,783	58%	131,773	35%
Owner-occupied	407	33%	47,254	42%	248,379	65%
Med value (owner-occupied)	\$45,775		\$66,600		\$124,300	

# Community Engagement

## Stakeholders Focus Group

An initial focus group was held with Fruit Belt stakeholders to generate awareness of the Strategic Plan, request their assistance, and help formulate and develop this process with the community. The stakeholders represented various groups, including the Fruit Belt Advisory Council, Buffalo Federation of Neighborhood Centers, Fruit Belt Coalition, Fruit Belt United, Homeowner and Tenant Council, Mulberry Street and Friends Block Club, and the Orchard Community Initiative.

In the stakeholders meeting we reviewed previous plans that had been prepared, and evaluated each of the plans and the key themes. These plans included:

- Fruit Belt Redevelopment Plan, Preliminary Study; UB Center for Urban Studies; 2002
- Masten District Plan; Good Neighbors Planning Alliance; 2004
- Fruit Belt Neighborhood Strategy; Sasaki Associates (BNMC); 2009
- Better Buffalo Fund Neighborhood Assessment; City of Buffalo; 2013

Those key themes were then compared to the needs, issues and concerns of the present time to see if there was consistency. We concluded that the issues of neighborhood character, housing, vacant lots, and parking were the key areas of concern.

We examined these areas in more detail through a survey (see Appendix A), in which each leader was asked to rank the importance of these issues. The objective was to triage the issues and give priority to what they felt needed to be addressed the most. This does not take away from the importance of other issues, but it does allow stakeholders to begin thinking collaboratively about developing their community in phases, based on a consensus of the most important issues.

Another phase of the focus group was to develop a collaborative initiative to focus on “One Thing” to create safe, healthy and prosperous partnerships. What came out of this discussion was guiding principles for the community groups to abide by for the activity that occurs within the neighborhood.

## Facilitation Meetings

Several facilitation meetings were held with the public to discuss these key issues within a strategic format. The facilitation meetings were held at the Gethsemane Baptist Church on Grape Street and the Moot Center on High Street. There were two meetings held at the Gethsemane Baptist Church with Fruit Belt residents. The first meeting was held on October 15, 2015, to identify and discuss key issues that impacted the community. The next meeting was held on January 11, 2016, where staff from both the city and BURA presented the final version of key issues and recommendations for addressing those issues. The key issues that the Fruit Belt residents identified were: Neighborhood Character, Housing, Vacant Lots, and Parking.

A series of facilitation meetings were planned to begin the process of developing the Strategic Plan. A focus group meeting with Fruit Belt leadership was held on March 3, 2016 to discuss the previous plans, scope, timeline and core values of the Strategic plan. The first meeting was held on March 24, 2016, to discuss focus group findings, and key issues in detail. Residents were then divided into groups to discuss these issues and develop goals and action steps for each. A questionnaire was used to facilitate the discussion. The responses to the questions provided a starting point for developing

goals and policies.

The second facilitation meeting was held on April 21, 2016, and gave residents an opportunity to review the draft goals and policies in more detail. Recommendations were provided for both the Fruit Belt Strategic Plan as well as the city's Green Code.

The third facilitation meeting was held on May 16, 2016, and allowed participants to review the final draft and to make some additional comments to the formulation of the planning alliance and other recommended policies.

Our fourth facilitation meeting was held on June 20, 2016. The residents made some final recommendations and final updates to the Strategic Plan. Staff from Office of Strategic Planning and BURA used this feedback to adjust the final document that was presented to the Mayor and Councilmember Pridgen for review.

## Guiding Principles

The Strategic Plan contains goals and policies to guide redevelopment and activities within the Fruit Belt neighborhood. These are driven by a series of principles that the community would like to see implemented.

### **1. The Fruit Belt relies on the concept of community development to guide our policies.**

The community is committed to meeting existing needs without compromising future generations. Long-term impacts of policy development will be consistent to ensure the neighborhood's social, cultural and environmental systems are well-integrated.

### **2. The Fruit Belt values equity.**

The community will actively work to eliminate barriers to collaboration and participation in community development. Residents will ensure that their resources and opportunities are fairly distributed and that every person has the capacity and a fair say in their community's progress.

### **3. The Fruit Belt is committed to investments that support long-term sustainability.**

Residents will ensure that strategic investments maximizing long-term returns are supported. The community recognizes that investments in infrastructure, public facilities, housing and the use of green space and green development will maximize property values, strengthen blocks, and foster a strong business corridor to make the Fruit Belt a great place to live, work and play.

### **4. Partnerships are essential.**

Because the community is a series of interconnected systems that function together, partnerships among businesses, professionals, organizations, residents, the city, and all community stakeholders are necessary to achieve community development.

## Goals and Policies

The goals and policies for the Strategic Plan were developed through a series of facilitated meetings with Fruit Belt residents. The goals reflect the recommendations of residents, while the policies are designed to fit within existing frameworks to allow those goals to be met.

### Goal #1 - Community Participation

Establish a Fruit Belt Planning Alliance in collaboration with residents, stakeholders, City of Buffalo, BURA, Community Organizations and institutions to work together to address development, planning, Green Code regulations and service delivery within the Fruit Belt Neighborhood.

The Fruit Belt Planning Alliance (FBPA) is a neighborhood-based planning initiative and a part of the Fruit Belt's ongoing comprehensive planning efforts that seeks to involve citizens in the creation of Community Based Action Plans. The Fruit Belt Planning Alliance is also a community building process whereby community residents have a voice in determining the future direction of their neighborhood.

**CP 1.1:** Fruit Belt residents will collaborate with the Ellicott District Councilmember and the Mayor's office to establish a Fruit Belt Planning Alliance (FBPA, or similar entity) to further involve residents in the creation of community-based action plans, and give a voice in determining the future of the Fruit Belt neighborhood.

**CP 1.2:** The FBPA will hold community meetings at the preliminary stage of new proposals to inform residents and ensure public awareness and input.

**CP 1.3:** The District Council Office will provide the FBPA and residents with adequate and timely notification of public hearings to facilitate participation in Planning Board, Zoning Board of Appeals, Preservation Board, and Common Council hearings regarding the Fruit Belt neighborhood.

**CP 1.4:** The FBPA, in partnership with the local business community and stakeholders, will consider establishing a business association to help retain, reinvest and attract new businesses to the local market.

**CP 1.5:** Residents and Stakeholders who are active participants and members of the FBPA will have an opportunity to proactively guide how public resources are invested in the Fruit Belt neighborhood and what the Fruit Belt neighborhood will look like in the future. These resources and improvements include:

- a. Public Safety
- b. Infrastructure
- c. Recreational Opportunities
- d. Sustainable Economic Growth
- e. Cultural Riches
- f. And A Diverse Participatory Governmental Process

**CP 1.6:** The Fruit Belt Planning Alliance will be led by a Steering Committee. The Steering Committee will function as the governing body to work with the neighborhood residents to formulate, adopt and execute the action(s) for the neighborhood.

- a. The FBPA will be responsible for reviewing and making recommendations and suggestions to proposed projects within the Fruit Belt to the developer and the council district representative.
- b. All members of the Fruit Belt Planning Alliance (FBPA) MUST be residents who live within the boundaries Fruit Belt Neighborhood.

## Goal #2 - Neighborhood Character

To support policies in the Green Code that help create an environment that is characterized by vibrant, safe and sustainable features and encourages walkability, social interaction and partnership opportunities within the Fruit Belt Neighborhood.

**NC 2.1:** Proposed developments within the Fruit Belt must be consistent with all Green Code requirements regarding both allowable uses and design.

**NC 2.2:** To the greatest extent possible, a property should be maintained in its historic purpose, or be placed in a new use that requires minimal change to the defining characteristics of the building and its site.

**NC 2.3:** The FBPA will be encouraged to meet with private sector builders and development agencies prior to the planning for future improvements, development, or redevelopment of housing and provide recommendations to the Common Council to either adopt, or deny proposed project.

**NC 2.4:** New proposed large scale development should be reviewed under Crime Prevention Through Environmental Design (CPTED) guidelines. CPTED is a multi-disciplinary approach to deterring criminal behavior, and includes natural surveillance, natural access control, territorial reinforcement, lighting, and signage.

It is recommended to designate the Fruit Belt Neighborhood as a Crime Prevention Through Environmental Design (CPTED) District. CPTED is defined as a multi-disciplinary approach to deterring criminal behavior through environmental design. Any new, or proposed development should include (CPTED) design standards and concepts to ensure the development is compatible and safe for pedestrians. CPTED Standards include:

- **CPTED 2.4.1: Natural Surveillance:** Natural surveillance of a concealed or isolated route should be encouraged. A stair or a ramp may be located such that it has external glazed/open areas and has a view from the surrounding properties.
- **CPTED 2.4.2: Natural Access Control:** If a concealed or isolated route is enclosed and prone to crime e.g. passageway or stairwell, there should be a surveillance through security hardware should be considered and these hardware should be properly monitored
- **CPTED 2.4.3: Territorial Reinforcement:** The properties that are normally not protected and that can easily be intruded should be defined by the presence of design features and maintenance. For example, poorly defined front and rear yards could be defined by a small fence or by regular maintenance of the surrounding landscape.
- **CPTED 2.4.4: Lighting:** Concealed or isolated routes should be adequately and uniformly lit. Lighting should be vandal proof and properly located. Light colored walls and ceiling

materials help to reflect light and can enhance the brightness of an area. Natural lighting is preferred and should be encouraged.

**NC 2.5:** Any new business or institution being proposed must include a Transportation Demand Management (TDM) strategy to maximize the utilization of transportation alternatives to the extent practical, consistency with the Green Code and taking into account the opportunities and constraints of the site and the nature of the development.

**NC 2.6:** All open spaces and community gardens must comply with the Green Code, including lot dimensions, coverage and building setbacks.

**NC 2.7:** Any proposed paths must provide convenient routes to abutting streets and take advantage of topographical or landscape features.

**NC 2.8:** If additional signage is proposed within the neighborhood it should complement the character of the Historic Fruit Belt neighborhood.

**NC 2.9:** It is recommended for the Fruit Belt neighborhood groups to consider collaborating with the local Buffalo Public Schools as a community facility use, and to continue to progressively work toward developing a future plan for a neighborhood community center.

### Goal #3 - Land Sales

To ensure that the sale of city-owned vacant land has specific requirements and is prepared in a manner that protects the integrity and continuity of the neighborhood.

**LS 3.1:** All sales of city-owned land will be carried out under the guidelines of the city's Real Estate Disposition Policy. This policy will be administered by the Real Estate Division of the Office of Strategic Planning (a copy of the draft is attached for reference). The Real Estate Division will review and evaluate all direct sale offers to purchase or lease city property based on the information provided in a purchaser's application and offer to purchase. Final approval for proposed sales must be provided by District Council Representative who solicits recommendations from the FBPA.

**LS 3.2:** The Fruit Belt Strategic Plan does not give the right, authority or designation to any one particular developer to have exclusive rights to be the sole developer within the neighborhood. ALL developers, projects, community organizations and plans must go through the City's Office of Strategic Planning land disposition process for review.

**LS 3.3:** Any plan or recommendation for the reuse of vacant lots must incorporate a use that is consistent with the Green Code and contributes to the overall character of the neighborhood.

**LS 3.4:** The Fruit Belt residents and neighborhood groups are discussing the creation of a Fruit Belt land trust. A Fruit Belt land trust will be subject to the same Real Estate Disposition Policy and Green Code guidelines as any other developer and/or entity for purchasing and developing City-owned vacant lots. A Fruit Belt land trust must also possess the capacity, resources, finances, personnel and plans for acquiring and developing vacant land to be consistent and compatible with the adjacent and surrounding uses.

**LS 3.5:** City -owned properties that are within designated areas are eligible for homesteading, as long as the property is not needed for a public purpose and no qualified buyer is attempting to purchase it at market value. Applicants can acquire property in these areas for below market value plus required closing costs.

**LS 3.6:** Homesteading can apply to renovating abandoned structures, building new housing on vacant lots, or adding a side yard for a current homeowner. All homestead sales will be guided by the policies of the city's Homestead Urban Renewal Plan.

**LS 3.7:** Residents who OWN AND OCCUPY the residential structure adjoining the city-owned vacant lot will have the first opportunity to homestead that vacant lot. The resident must be in compliance with the following: Be current on all city and county property taxes, water, sewer and user fee charges; have no other liens owed to the City of Buffalo; or property code violations on any properties owned. The applicant will be required to clean and improve the vacant parcel and maintain the property for a period of thirty-six (36) months.

**LS 3.8:** If a proposal is submitted for new home construction on an acquired city-owned vacant lot the applicant must:

- a. Provide sketch with dimensions, detailed cost estimates and financial plans sufficient to erect and maintain a residence.
- b. Obtain all required permits and approvals from the purchaser.
- c. The structure must be erected on the premises within twelve (12) months and must be occupied by the homesteader for a minimum of thirty-six (36) months.
- d. The housing structure erected shall be comply with the housing policy section 1.0 of the Fruit Belt Strategic Plan document and ALL Green Code designations and ordinances.

## Goal #4 - Parking

The Buffalo Niagara Medical Campus parking study encourages a range of parking options to ensure that on-street parking in the Fruit Belt is optimized to improve the access, mobility and quality of life for the Fruit Belt Residents.

**P 4.1:** The New York State Legislature recently approved a residential parking permit system for an area within the Fruit Belt bounded by East North Street, Michigan Avenue, Rose Street and BFNC Drive. Under the proposed system, one-half of each street will be designated for resident-only parking and the remaining half designated for the public. The city will be responsible for implementation of this system.

**P 4.2:** The incorporation of a Parking Benefits District (PBD), which requires state legislative approval, will be considered as a long term strategy to ensure adequate oversight, regulation, maintenance, enforcement and fee acquisition within the neighborhood. It should also be used to continue to ensure equitable parking options and implementation strategies for future growth and development within the Fruit Belt.

**P 4.3:** Consistent with legislation, commercial spaces would be metered within the commercial-zoned areas with funds providing revenues for the PBD.

**P 4.4:** Newly developed businesses need to provide a Transportation Demand Management (TDM) strategy as required by the City of Buffalo Green Code. When offsite parking is being provided, it must be located within a short walking distance of the facility to ensure pedestrian safety and mobility.

*S* TDM must identify the anticipated travel demand for the development by mode.

*S* Identify how the anticipated travel demand for the project will be met on-site or off site, including:

- Number of on-street vehicle parking spaces, off-street vehicle parking space, or shared vehicle parking arrangements.

- Number of short-term and long-term bicycle parking spaces.

Accommodations for pedestrians, cyclists, motorists, transit riders and mobility impaired.

*S* Any request in addition to the Green Code TDM should consult the City of Buffalo Green Code Section 8.4 Transportation Demand Management.

**P 4.5:** Adequate parking for new businesses must be to the rear or side of the facility, except when deemed necessary due to residential constraints.