

RESOLUTION NO. 08-694

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA APPROVING THE PROJECT AGREEMENT BETWEEN KIMLEY-HORN AND ASSOCIATES, INC., AND THE TOWN OF MIAMI LAKES TO ADDRESS PHASE I COMPREHENSIVE PLAN AMENDMENTS; AUTHORIZING THE TOWN OFFICIALS TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AUTHORIZING THE TOWN MANAGER TO EXPEND BUDGETED FUNDS; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Miami Lakes (the "Town") has retained the services of Kimley-Horn and Associates, Inc. ("Kimley-Horn") as Town Engineer; and

**WHEREAS**, Kimley-Horn has prepared a Project Agreement for Work Authorization No. 08/09-04 to address Phase I Comprehensive Plan Amendments (the "Project Agreement"); and

**WHEREAS**, the intent of the Project Agreement is to develop Phase I Comprehensive Plan Amendments as required by the Department of Community Affairs (the "Project"); and

**WHEREAS**, Kimley-Horn has agreed to provide the services for the Project pursuant to the terms of the Project Agreement; and

**WHEREAS**, the Town Council finds that approval of the Project Agreement between the Town and Kimley-Horn for the Project is in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

**Section 2. Approval of the Project Agreement.** Work Authorization No. 08/09-

04 between Kimley-Horn and the Town of Miami Lakes to address Phase I Comprehensive Plan Amendments 08/09-04 (the "Project Agreement"), a copy of which is attached as Exhibit "A," together with such non-material changes as may be acceptable to the Town Manager and approved as to form and legality by the Town Attorney, is approved.

**Section 3. Authorization of Town Officials.** The Town Manager and/or his designee and the Town Attorney are authorized to take all actions necessary to implement the terms and conditions of the Project Agreement.

**Section 4. Authorization of Fund Expenditure.** Notwithstanding the limitations imposed upon the Town Manager pursuant to the Town's Purchasing Procedures Ordinance, the Town Manager is authorized to expend budgeted funds to implement the terms and conditions of the Project Agreement.

**Section 5. Execution of the Project Agreement.** The Town Manager is authorized to execute the Project Agreement on behalf of the Town, to execute any required agreements and/or documents to implement the terms and conditions of the Project Agreement and to execute any extensions and/or amendments to the Project Agreement, subject to the approval as to form and legality by the Town Attorney.

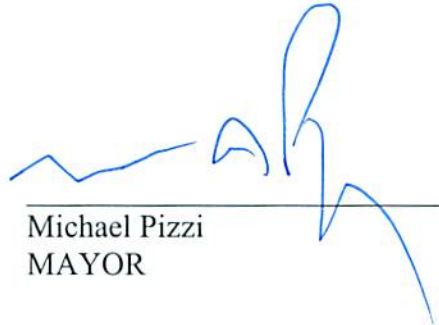
**Section 6. Effective Date.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 12<sup>th</sup> day of November, 2008.

Motion to adopt by Councilmember Mary Collins, second by Vice Mayor Richard Pulido.

FINAL VOTE AT ADOPTION

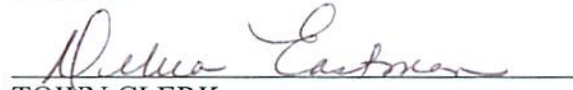
Mayor Michael Pizzi                      yes  
Vice Mayor Richard Pulido              yes  
Councilmember Mary Collins            yes  
Councilmember Robert Meador II      yes  
Councilmember Nick Perdomo          yes  
Councilmember Nancy Simon            yes  
Councilmember George Lopez          yes



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Michael Pizzi  
MAYOR


ATTEST:



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TOWN CLERK

APPROVED AS TO LEGAL SUFFICIENCY:



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TOWN ATTORNEY  
Weiss, Serota, Helfman, Pastoriza,  
Cole & Boniske, P.L.

# **PROJECT AGREEMENT**

Between

**TOWN OF MIAMI LAKES, FLORIDA**

And

**KIMLEY-HORN AND ASSOCIATES, INC.**

for

Work Authorization No. 08/09-04

1. Water Supply Work Plan and related amendments
2. Annual Capital Improvements Element Update and related amendments
3. EAR-based Comprehensive Plan Amendments

## PROJECT AGREEMENT

Between

THE TOWN OF MIAMI LAKES, FLORIDA

And

KIMLEY-HORN AND ASSOCIATES, INC.

For

Work Authorization No. 08/09-04

1. 10-Year Water Supply Work Plan and related amendments
2. Annual Capital Improvements Element Update and related amendments
3. EAR-based Comprehensive Plan Amendments

Pursuant to the provisions contained in the "Continuing Services Agreement" between the TOWN OF MIAMI LAKES, FLORIDA (the "TOWN") and KIMLEY-HORN AND ASSOCIATES, INC., (the "CONSULTANT") dated May 15, 2002, this Project Agreement authorizes the CONSULTANT to provide the services as set forth for the following comprehensive plan amendments as required by Chapter 163 of the Florida Statutes.

### **SECTION 1: THE PROJECT**

1.1 **10-Year Water Supply Facilities Work Plan with Data and Analysis Report, and Related Amendments.** To comply with the requirements of the State of Florida relating to the need for greater coordination between local government comprehensive plans and the regional water supply plans prepared by the water management districts, each local government is required to prepare a 10-year water supply facilities work plan and incorporate the work plan into their comprehensive plan. To ensure the availability of adequate water supply, the Town of Miami Lakes shall adopt a 10-Year Water Supply Facilities Work Plan ("Work Plan") for those water supply projects identified to serve the Town's water users and requiring Town funding, and a supporting data and analysis report. The Town shall also adopt Comprehensive Plan ("Plan") amendments based on the South Florida Water Management District's ("SFWMD") *Lower East Coast Regional Water Supply Plan, 2005-2006 Update* adopted on February 15, 2007, and consistent with the Miami-Dade County Comprehensive Plan. The TOWN shall amend the Plan to include water supply planning-related revisions to the following elements:

- Potable Water Sub-Element of the Infrastructure Element,
- Conservation Element,
- Intergovernmental Coordination Element ("ICE"), and
- Capital Improvements Element ("CIE").

The Town's 10-Year Water Supply Plan was required to be adopted and submitted to the Florida Department of Community Affairs ("DCA") by August 15, 2008.

1.2 **Annual Capital Improvements Element Update.** To comply with the statutory regulations, all local governments in Florida are required to annually update their Capital Improvements Element of the comprehensive plan. The Five-Year Schedule of Capital Improvements is required to be submitted to the DCA by December 1, 2008 and every year thereafter.

1.3 **EAR-Based Comprehensive Plan Amendments.** The CONSULTANT is currently under contract with the TOWN to prepare and obtain State approval of the Town's Evaluation and Appraisal Report ("EAR") per the requirements of the Section 163.3191, Florida Statutes. The next step to fulfilling the statutory requirements is to adopt amendments to the Town's Comprehensive Plan based on the EAR. The EAR-based amendments must be adopted within 18 months of the adoption date of the EAR pursuant to Section 163.3191, F.S. The scope of services related to updating the TOWN's Comprehensive Plan will be based on the findings and recommendations from the TOWN's adopted EAR.

## **SECTION 2. SCOPE OF SERVICES**

The TOWN and CONSULTANT agree to the Scope of Services attached hereto as Exhibit "A" and made a part hereof for the above-mentioned services:

## **SECTION 3. ADDITIONAL SERVICES**

3.1 The CONSULTANT shall be available to provide additional services relating to the Comprehensive Plan, Land Development Code, and other implementation activities including, but not limited to the following:

- a. Meetings not identified in the scope
- b. Additional data collection
- c. Preparation of graphic displays, handouts, and any other appropriate presentation aids for all meetings not identified in the scope
- d. Consulting services related to implementation of water supply planning
- e. GIS / mapping services not identified in the scope
- f. Intergovernmental coordination
- g. Modifications to Comprehensive Plan Elements not identified in the scope
- h. Community planning, urban design, economic and engineering studies and plans as appropriate
- i. Development review
- j. Meetings, workshops, and charrettes not specifically referenced in the above scope of services
- k. Additional reproduction needs for draft/final documents referenced in the above scope of services

1. Revisions to land subdivision and/or signage regulations in the TOWN's Unified Land Development Code

3.2 Additional services shall only be performed by the CONSULTANT at the express written direction of the Town Manager.

#### **SECTION 4. TERM/TIME OF PERFORMANCE/DAMAGE**

4.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. The Town Manager, in his or her sole discretion, may extend the term of this Agreement through written notification to the CONSULTANT. Such extension shall not exceed 30 days. No further extensions of this Agreement shall be effective unless authorized by the TOWN Council.

4.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") provided to the CONSULTANT from the TOWN. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. CONSULTANT must receive written notice from the Town Manager prior to beginning the performance of services.

4.3 **Contract Time.** Upon receipt of the Notification of Commencement, the CONSULTANT shall commence services to the TOWN on the Commencement Date, and shall continuously perform services to the TOWN, without interruption, in accordance with the time frames set forth above. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

4.4 **Liquidated Damages.** Unless otherwise excused by the TOWN in writing, in the event that the CONSULTANT fails to meet to the contract time for completion of services as determined by the Project Schedule, the CONSULTANT shall pay to the TOWN the sum of dollars identified below per day for each and every calendar day unexcused delay beyond the completion date, plus approved time extensions, until completion of the project: \$0.00 per day. The CONSULTANT may claim extension if the factors involved are not under their direct control.

Any sums due and payable hereunder by the CONSULTANT shall be payable, not as a penalty, but as liquidated damages representing an estimate at or before the time of executing this Agreement. When the TOWN reasonably believes that completion will be inexcusably delayed, the TOWN shall be entitled, but not required, to withhold from any amounts otherwise due the CONSULTANT an amount then believed by the TOWN to be adequate to recover liquidated damages applicable to such delays. If and when the CONSULTANT overcomes the delay in achieving completion, or any part thereof, for which the

TOWN has withheld payment, the TOWN shall promptly release to the CONSULTANT those funds withheld, but no longer applicable, as liquidated damages.

4.5 All limitations of time set forth in this Agreement are of the essence.

## **SECTION 5. AMOUNT, BASIS AND METHOD OF COMPENSATION**

5.1 **Lump Sum Compensation.** The TOWN and CONSULTANT agree to the Lump Sum Compensation attached hereto as Exhibit "B" and made a part hereof.

5.2 **Reimbursable Expenses.** The following expenses are reimbursable at their actual cost: travel and accommodations, long distance telephone calls, facsimile, courier services, mileage (at a rate approved by the TOWN), photo and reproduction services. All document reproductions are also reimbursable, at a rate approved by the TOWN.

## **SECTION 6. BILLING AND PAYMENTS TO THE CONSULTANT**

### **6.1 Invoices**

6.1.1 **Compensation and Reimbursable Expenses.** CONSULTANT shall submit invoices which are identified by the specific project number 08/09-04 on a monthly basis in a timely manner. Invoices shall not exceed amounts allocated in the Scope of Services provided as Exhibit "A" to this Project Agreement, plus reimbursable expenses accrued during each phase. The statement shall show a summary of fees with accrual of the total and credits for portions previously paid by the TOWN. The TOWN shall pay CONSULTANT within thirty (30) calendar days of approval by the Town Manager of any invoices submitted by CONSULTANT to the TOWN.

6.2 **Disputed Invoices.** In the event that all or a portion of an invoice submitted to the TOWN for payment to the CONSULTANT is disputed, or additional backup documentation is required, the TOWN shall notify the CONSULTANT within fifteen (15) working days of receipt of the invoice of such objection, modification or additional documentation request. The CONSULTANT shall provide the TOWN with additional backup documentation within five (5) working days of the date of the TOWN'S notice. The TOWN may request additional information, including but not limited to, all invoices, time records, expense records, accounting records, and payment records of the CONSULTANT. The TOWN, at its sole discretion, may pay to the CONSULTANT the undisputed portion of the invoice. The parties shall endeavor to resolve the dispute in a mutually agreeable fashion.

6.3 **Suspension of Payment.** In the event that the TOWN becomes credibly informed that any representations of the CONSULTANT, provided pursuant to Subparagraph 6.1, are wholly or partially inaccurate, or in the event that the CONSULTANT is not in compliance with any term or condition of this Project Agreement, the TOWN may withhold payment of sums then or in the future otherwise due to the CONSULTANT until the inaccuracy,



or other breach of Project Agreement, and the cause thereof, is corrected to the TOWN's reasonable satisfaction.

6.4 **Retainage.** The TOWN reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due to the CONSULTANT until the project is completed. Said retainage may be withheld at the sole discretion of the Town Manager and as security for the successful completion of the CONSULTANT'S duties and responsibilities under the Project Agreement.

6.5 **Final Payment.** Submission of the CONSULTANT'S invoice for final payment and reimbursement shall constitute the CONSULTANT'S representation to the TOWN that, upon receipt from the TOWN of the amount invoiced, all obligations of the CONSULTANT to others, including its consultants, incurred in connection with the Project, shall be paid in full. The CONSULTANT shall deliver to the TOWN all documents requested by the TOWN evidencing payments to any and all subcontractors, and all final specifications, plans, or other documents as dictated in the Scope of Services and Deliverable. Acceptance of final payment shall constitute a waiver of any and all claims against the TOWN by the CONSULTANT.

## **SECTION 7. TERMINATION/SUSPENSION**

7.1 **For Cause.** This Project Agreement may be terminated by either party upon five (5) calendar days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event that CONSULTANT abandons this Project Agreement or causes it to be terminated by the TOWN, the CONSULTANT shall indemnify the TOWN against any loss pertaining to this termination. In the event that the CONSULTANT is terminated by the TOWN for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 7.2 of this Project Agreement and the provision of Section 7.2 shall apply.

7.2 **For Convenience.** This Project Agreement may be terminated by the TOWN for convenience upon fourteen (14) calendar days' written notice to the CONSULTANT. In the event of termination, the CONSULTANT shall incur no further obligations in connection with the Project and shall, to the extent possible, terminate any outstanding sub consultant obligations. The CONSULTANT shall be compensated for all services performed to the satisfaction of the TOWN and for reimbursable expenses incurred prior to the date of termination. The CONSULTANT shall promptly submit its invoice for final payment and reimbursement and the invoice shall comply with the provisions of Paragraph 6.1 of this Project Agreement. Under no circumstances shall the TOWN make any payment to the CONSULTANT for services which have not been performed.

7.3 **Assignment upon Termination.** Upon termination of this Project Agreement, a copy of all of the CONSULTANT's work product shall become the property of the TOWN and the CONSULTANT shall, within ten (10) working days of receipt of written direction from the

TOWN, transfer to either the TOWN or its authorized designee, a copy of all work product in its possession, including but not limited to designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Further, upon the TOWN'S request, the CONSULTANT shall assign its rights, title and interest under any subcontractor's agreements to the TOWN.

7.4 **Suspension for Convenience.** The TOWN shall have the right at any time to direct the CONSULTANT to suspend its performance, or any designated part thereof, for any reason whatsoever or without reason, for a cumulative period of up to thirty (30) calendar days. If any such suspension is directed by the TOWN, the CONSULTANT shall immediately comply with same. In the event the TOWN directs a suspension of performance as provided for herein through no fault of the CONSULTANT, the TOWN shall pay to the CONSULTANT its reasonable costs, actually incurred and paid, of demobilization and remobilization, as full compensation for any such suspension.

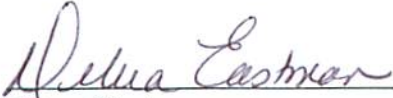
**SECION 8. INCORPORATION OF TERMS AND CONDTIONS OF CONTINUING SERVICE AGREEMENT**


8.1 This Project Agreement incorporates the terms and conditions set forth in the Continuing Services Agreement dated May 15, 2002 between the parties as though fully set forth herein. In the event that any terms or conditions of this Project Agreement conflict with the Continuing Services Agreement, the provisions of this specific Project Agreement shall prevail and apply.

[THE REST OF THIS SPACE LEFT BLANK INTENTIONALLY]

ATTEST:


TOWN OF MIAMI LAKES

  
Town Clerk

By:   
Evelyn Roig, Interim Town Manager

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

APPROVED AS TO FORM:

  
Town Attorney

KIMLEY-HORN AND ASSOCIATES, INC.

By:   
Gary Ratay, P.E.  
Vice President

Date: 12/1/08

## **EXHIBIT "A"** **SCOPE OF SERVICES**

### **TASK 1. 10-YEAR WATER SUPPLY WORK PLAN, DATA AND ANALYSIS REPORT, AND AMENDMENTS**

The CONSULTANT shall provide professional consulting services related to the creation of documents to satisfy requirements and deadlines established for water supply planning.

#### **Task 1.1: Data Collection**

The CONSULTANT shall coordinate with the TOWN to obtain all pertinent documents that will serve as the basis for this project from Miami-Dade County and the South Florida Water Management District. The documents listed below will be reviewed for the data required pursuant to Chapter 163, F.S., and Rule 9J-5.015, F.A.C., for inclusion in the Town of Miami Lakes Comprehensive Plan:

- South Florida Water Management District's *Lower East Coast Regional Water Supply Plan, 2005-2006 Update*
- Miami-Dade County Water Supply Facilities Work Plan (2007)

*Deliverable: Not Applicable*

#### **Task 1.2: 10-Year Water Supply Facilities Work Plan (Work Plan), and Data and Analysis Report**

The CONSULTANT shall utilize the data available from the South Florida Water Management District and Miami-Dade County, and coordinate with the District and County as necessary, to identify potential water supply projects for inclusion within the Town of Miami Lakes Capital Improvements Element. The CONSULTANT shall prepare the data and analysis to support the TOWN's Work Plan. The data and analysis report may conclude that no projects have yet been identified for inclusion in the Town's Capital Improvement Element since the Town is not a service provider. The Work Plan and its accompanying data and analysis report will include:

- Projections of future water supply and demand for at least the next 10 years based upon the City's population projection;
- Identification of existing water sources and facilities;
- Identification of alternative water sources, conservation, reuse, and the need for new and expanded facilities;
- Cost analysis and funding for capital improvements projects (if needed);
- Demonstration of coordination with water supplier and geographic service area of supplier; and
- Inventory of existing water supply facilities; including design capacities, current demand, and consumptive use permit information.

*Deliverable: Draft Data and Analysis Report (5 copies)*

**Task 1.3: Comprehensive Plan Amendments to Goals, Objectives, and Policies Related to Water Supply Planning**

The CONSULTANT shall prepare amendments associated with water supply planning for the Town of Miami Lakes Comprehensive Plan to satisfy the requirements of the Florida Statutes and the Florida Administrative Code relating to water supply planning. The amendments will address consistency with the South Florida Water Management District's regional water supply plan, and Miami-Dade County's Water Supply Facilities Work Plan and Miami-Dade County's related Comprehensive Plan amendments.

These amendments shall incorporate water supply planning into, at a minimum:

- Potable Water Sub-Element of the Infrastructure Element,
- Conservation Element,
- Intergovernmental Coordination Element,
- Capital Improvement Element, and may include
- Future Land Use Element.

Additionally, the concurrency management system portion of the CIE will be revised to include water supply planning, as well as any identified changes to the capital improvement program. The amendments shall include, where appropriate, text, maps, and tables for water supply planning and coordination.

*Deliverable: Draft Goals, Objectives, and Policies (5 copies)*

**Task 1.4: Public Hearings**

The CONSULTANT shall attend three public hearings needed for the transmittal and adoption of the Comprehensive Plan Elements. The meetings anticipated during this process include:

- LPA Hearing
- Town Council Transmittal Hearing
- Town Council Adoption Hearing

The TOWN staff shall be responsible for preparing public notices and ordinances required for transmittal of the adoption package.

*Deliverable: Hearing Presentations (2 copies)*

**Task 1.5: Comprehensive Plan Amendment Transmittals**

The CONSULTANT shall assist the TOWN staff with the transmittal of the amendment package to the DCA including the transmittal letter and required attachments as outlined under Rule 9J-

11.011 of the Florida Administrative Code for transmittal and adoption.

*Deliverable: Adopted Comprehensive Plan Elements (One electronic and three printed copies)*

**Task 1.6: Response to DCA Objections, Recommendations and Comments Report**

After transmittal, a 60-day review window begins for the DCA and other appropriate review agencies to review the amendment, coordinate input from other agencies and offer its Objections, Recommendations, and Comments (“ORC”) report concerning the TOWN’s proposed Comprehensive Plan amendment. Within the 60-day review period, the CONSULTANT will remain in contact with the assigned reviewer for the DCA to answer questions and facilitate the review process. The CONSULTANT shall then review the ORC report prepared by DCA and partner with TOWN staff to prepare a written ORC response. The CONSULTANT shall revise the 10-Year Water Supply Facilities Work Plan, associated Data and Analysis Report, and proposed Comprehensive Plan amendments, based upon recommendations and comments from the DCA ORC report.

**TASK 2. CAPITAL IMPROVEMENTS ELEMENT UPDATE**

The CONSULTANT shall provide professional consulting services related to the creation of documents to satisfy requirements and deadlines established for the annual Capital Improvements Element (“CIE”) Update.

**Task 2.1: Update CIE Data, Inventory, and Analysis Report**

The CONSULTANT shall update the data, inventory, and analysis (“DIA”) of the Capital Improvements Element based upon the information provided by the TOWN. The update shall include updated information regarding revenue sources, funding mechanisms, special funding sources, and the level of service (“LOS”) strategy. The CONSULTANT shall also update the policy references in the DIA.

The CONSULTANT shall also prepare the LOS analysis for the following public facilities:

- Sanitary sewer
- Solid waste
- Stormwater management
- Potable water
- Parks and recreation
- Transportation
- Public schools

The CONSULTANT shall utilize the information and analysis gathered as part of the Evaluation and Appraisal Report (“EAR”) in preparing this analysis, along with the data from the Miami-

Dade County Interlocal Agreement and Public School Facilities Element. The Town will provide budget information, 5-Year CIP and other CIP related information. The CONSULTANT shall provide the draft DIA report to TOWN staff for review and comment. Up to two rounds of revisions will be made based on input from TOWN staff.

*Deliverable: Draft Data and Analysis Report (5 copies)*

**Task 2.2: Update CIE Goals, Objectives and Policies**

The CONSULTANT shall update the goals, objectives, and policies (“GOPs”) based upon the recommendations of the Evaluation and Appraisal Report and consistent with Rule 9J-5.016, Florida Administrative Code. The CONSULTANT shall provide the draft DIA report to TOWN staff for review and comment. Up to two rounds of revisions will be made based on input from TOWN staff.

*Deliverable: Draft Goals, Objectives, and Policies (5 copies)*

**Task 2.3: Public Hearings**

The CONSULTANT shall attend three public hearings needed for the preparation, transmittal and adoption of the Comprehensive Plan Elements. The meetings anticipated during this process include:

- LPA Hearing
- Town Council Transmittal Hearing
- Town Council Adoption Hearing

The TOWN staff shall be responsible for preparing public notices and ordinances required for transmittal of the adoption package.

*Deliverable: Hearing Presentations (2 copies)*

**Task 2.4: Comprehensive Plan Amendment Transmittals**

The CONSULTANT shall assist the TOWN staff with the transmittal of the amendment package to the Department of Community Affairs including the transmittal letter and required attachments as outlined under Rule 9J-11.011 of the Florida Administrative Code for transmittal and adoption.

*Deliverable: Adopted Capital Improvements Element (One electronic and three printed copies)*

**Task 2.5: Response to DCA ORC Report**

After transmittal, a 60-day review window begins for the DCA and other appropriate review agencies to review the amendment, coordinate input from other agencies and offer its ORC

report concerning the TOWN's proposed Comprehensive Plan amendment. Within the 60-day review period, the CONSULTANT will remain in contact with the assigned reviewer for the DCA to answer questions and facilitate the review process. The CONSULTANT shall then review the ORC report prepared by DCA and partner with TOWN staff to prepare a written ORC response. The CONSULTANT shall revise the Capital Improvements Element and the 5-Year Capital Improvements Plan, and associated Data and Analysis Report based upon recommendations and comments from the ORC Report.

### **TASK 3. EAR-BASED AMENDMENTS**

#### **Task 3.1: Update Plan Elements Data, Inventory, and Analysis Reports**

The CONSULTANT shall update the individual DIA reports for each element for the TOWN's Comprehensive Plan pursuant to Rule 9J-5 of the Florida Administrative Code. To the fullest extent possible, the limited information already prepared for the EAR under our existing contract will be incorporated into the individual DIA Reports. The Data, Inventory, and Analysis Reports for the following elements will be updated:

- Future Land Use
- Transportation
- Housing
- Infrastructure
- Recreation and Open Space
- Conservation
- Intergovernmental Coordination
- Community Design

As part of the DIA updates, the CONSULTANT shall update the map series for each element and update the following:

- Population projections
- Demographic data
- Existing and Programmed Infrastructure
- Parks & Open Space
- Housing data
- Land Use and Annexations

The CONSULTANT shall prepare draft DIA reports for the eight plan elements referenced above and submit these documents to TOWN staff for review and comment. One round of revisions will be made to the draft DIA reports. This scope assumes that no revisions will be made to the Public School Facilities and the Capital Improvements Elements due to the recent adoption of the two elements prior to the completion of the EAR-based amendments, unless additional amendments are necessary due to the completion date of the EAR coinciding with the 2009 CIE annual update.



*Deliverable: Draft Data, Inventory, and Analysis Reports (6 copies)*

**Task 3.2: Update Plan Element Goals, Objectives and Policies**

With the recommended amendments from the EAR and the individual Data, Inventory, and Analysis Reports serving as the foundation, the CONSULTANT shall update the GOPs for each of the eight comprehensive plan elements referenced under Task 3.1. Draft GOPs shall be presented to TOWN staff for review and comment. One round of revisions will be made to the draft GOPs.

*Deliverable: Draft Goals, Objectives, and Policies (6 copies)*

**Task 3.3: Public Involvement**

Up to two community workshops will be conducted as part of this scope of services to present the updated DIA information and solicit input for the GOPs for all comprehensive plan elements. Prior to these workshops, the CONSULTANT will conduct one visioning session with the TOWN Council to present and solicit input for the proposed GOPs. The TOWN will be responsible for securing the meeting space and advertising for the community workshops and visioning session.

*Deliverable: Summary of workshops and visioning session (2 copies)*

**Task 3.4: Public Hearings**

The draft Comprehensive Plan shall be presented to the Local Planning Agency (“LPA”) for review and comment at a publicly noticed hearing. Upon recommendation from the LPA, the Comprehensive Plan draft will be presented to TOWN Council at a publicly noticed meeting for transmittal to the Florida Department of Community Affairs and other appropriate review agencies. The TOWN staff will be responsible for public notices and ordinances required for transmittal of the amendment package and prepare the transmittal letter and attachments as outlined under Rule 9J-11.011, Florida Administrative Code.

The public hearings anticipated for the transmittal of the comprehensive plan include:

- LPA Hearing
- Town Council Transmittal Hearing
- Town Council Adoption Hearing

*Deliverable: Hearing Presentations*

**Task 3.5: Comprehensive Plan Transmittals**

The CONSULTANT shall assist the TOWN staff with the transmittal of the amendment package to the Department of Community Affairs including the transmittal letter and required attachments as outlined under Rule 9J-11.011 of the Florida Administrative Code for transmittal and adoption.

*Deliverable: Adopted Comprehensive Plan (One electronic and up to five printed copies)*

**Task 3.6: Response to DCA ORC Report**

After transmittal, a 60-day review window begins for the DCA and other appropriate review agencies to review the amendments, coordinate input from other agencies and offer its ORC report concerning the TOWN's proposed Comprehensive Plan. Within the 60-day review period, the CONSULTANT shall remain in contact with the assigned reviewer for the DCA to answer questions and facilitate the review process. The CONSULTANT shall then review the ORC report prepared by DCA and partner with TOWN staff to prepare a written ORC response. Significant changes to the Comprehensive Plan will be discussed with staff and local officials prior to submittal of an ORC response to TOWN Council for consideration.

**EXHIBIT "B"**  
**AMOUNT, BASIS AND METHOD OF COMPENSATION**

**Lump Sum Compensation.** TOWN agrees to pay CONSULTANT the lump sum compensation as follows for this work authorization.

<b>Task 1: Water Supply Work Plan</b>	<b><u>Phase 1</u></b>	
Task 1.1: Data Collection	\$2,000.00	
Task 1.2: Work Plan Development and Supporting Data and Analysis Report	\$7,000.00	
Task 1.3: Element Goals, Objectives, and Policies Revisions	\$5,000.00	
Task 1.4: Public Hearings	\$2,000.00	
Task 1.5: Transmittal to DCA	\$1,000.00	
Task 1.6: DCA ORC Report Response		
<hr/>		
<b>Task 1 Sub Total Lump Sum Compensation:</b>	<b>\$17,000.00</b>	
<b>Task 2: Capital Improvements Element Update</b>	<b><u>Phase 1</u></b>	
Task 2.1: Update CIE Data and Analysis Report	\$4,000.00	
Task 2.2: Element Goals, Objectives, and Policies Revisions	\$2,000.00	
Task 2.3: Public Hearings	\$2,000.00	
Task 2.4: Transmittal to DCA	\$1,000.00	
Task 2.5: DCA ORC Report Response		
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<b>Task 2 Sub Total Lump Sum Compensation:</b>	<b>\$9,000.00</b>	
<b>Task 3: EAR-Based Amendments</b>	<b><u>Phase 1</u></b>	<b><u>Phase 2</u></b>
Task 3.1: Update Plan Element DIA Reports	\$41,000.00	
Task 3.2: Update Goals, Objectives and Policies	Add'l Services	\$29,000.00
Task 3.3: Public Involvement (two workshops)	Add'l Services	\$5,000.00
Task 3.4: Public Hearings	Add'l Services	\$2,000.00
Task 3.5: Final Comprehensive Plan Transmittal	Add'l Services	\$1,000.00
Task 3.6: DCA ORC Report Response		
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<b>Task 3 Sub Total Lump Sum Compensation:</b>	<b>\$41,000.00</b>	<b>\$37,000.00</b>
<b>Total Lump Sum Compensation</b>	<b>\$67,000.00</b>	<b>(Not part of this Agreement)</b>