



MANAGER'S REPORT AGENDA ITEM REQUEST FINANCE DEPARTMENT



TO: Ed Lavallee, City Manager

THRU: Jeff Snyder, Finance Director

FROM: Jon Mayes, Procurement Specialist

DATE: September 17, 2013

SUBJECT: Comprehensive Plan Implementation (RFP# 2970-13)

Background:

At the request of the Planning and Zoning Department, Finance solicited sealed bids for a Comprehensive Plan Implementation. The scope of work included seeking qualified firms to systematically evaluate selected City of Venice Comprehensive Plan ("Comp Plan") implementation-related polices, conduct public meetings on recommended revisions (e.g. deletion or amendment) to implementation-related polices, and prepare Comp. Plan amendment submission materials and, if necessary, assist staff with the preparation of responses to the Department of Economic Opportunity (DOE) Objection, Recommendation and Comment Report.

On August 15, 2013 sealed bids were received and subsequently opened for the above referenced bid. Bids were received from the following firms: Morris-Depew Associates, Inc. of Fort Myers, FL, Wade Trim Inc. of Tampa, FL, Gray- Robinson of Boca Raton, FL and King Engineering of Sarasota, FL. Unfortunately Gray- Robinson was deemed "non-responsive". All the other submitting firms were determined to be "responsive" and were allowed to move to the selection committee phase of the bid process.

A Selection Committee then met on September 4, 2013 to review the submittals and proceed with scoring and it was determined that King Engineering of Sarasota, FL was the most responsive, responsible bidder. Following the selection process, a scope of services with the associated fees was negotiated for execution. All bid information is on file at the Finance Department.

Requested Action:

City Council motion to award RFP# 2970-13: Comprehensive Plan Implementation to King Engineering of Sarasota, FL in the "not to exceed amount" of \$149,632.00 and authorize the Mayor to execute a contract.

City Attorney Review:

Approved

Risk Management Review: **Approved**

Funds Availability: Funds are appropriated in the Planning & Zoning fund budget.

cc: bid file

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made this _____ day of _____, 2013, between the City of Venice, a Florida municipal corporation (“City”), and **King Engineering, 2930 University Parkway, Sarasota, FL 34243**, a Consultant authorized to work in the State of Florida (“Consultant”).

WITNESS:

The City desires to engage the Consultant to render professional consulting services for the project described in this Agreement, and the Consultant is willing to perform those services. Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I

Description of Project (“Project”)

1. Systematically evaluate selected City of Venice Comprehensive Plan (“Comp Plan”) implementation-related policies, and
2. Conduct public meetings on recommended revisions (e.g. deletion or amendment) to implementation-related policies, and
3. Prepare Comp. Plan amendment submission materials and, if necessary, assist staff with the preparation of responses to a DOE Objection, Recommendation and Comment Report.

ARTICLE II

Consultant’s Scope of Services

The Consultant shall perform professional consulting services relevant to the Project in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit I including the proposed schedule and the Request for Proposal RFP Number 2970-13 [including Addendum 1 criteria], which is attached to this Agreement and incorporated herein by reference.

ARTICLE III

Changes in Scope

If changes occur either in the Consultant’s Scope of Services or the Description of the Project, a supplemental agreement shall be negotiated at the request of either party.

ARTICLE IV

Consultant’s Fee

- A. Basic Fee. _____ initials
As compensation for Basic Services as described in Exhibit I, Paragraph 6- Proposed Fees, of this Agreement, and for services required in the fulfillment of Article II, the

Consultant shall be paid a “Basic Fee”, which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount of **\$149,632.00**.

B. Payment Schedule for Basic Fee.

The Basic Fee shall be paid in installments as the Consultant’s work progresses based on invoices submitted by the Consultant no more frequently than monthly based on task percent completion as outlined in Exhibit I.

C. Certified Cost Records.

The Consultant shall furnish certified cost records for all billings pertaining to other than lump sum fees to substantiate all charges. For those purposes, the books of account for the Consultant shall be subject to audit by the City. The Consultant shall complete work and cost records for all billings on those forms and in that manner as will be satisfactory to the City.

ARTICLE V
Records

A. Any notes, data, analyses, studies, and drawings collected or produced by the Consultant, as instruments of service, are and shall remain, the property of the Consultant. However, the Consultant shall furnish to the City copies of all such documents that were developed in the course of work for the City and for which compensation has been received by the Consultant.

B. The City shall make copies for the use of the Consultant of all of its maps, records, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records or other materials available to the City from any other public agency or body.

C. Pursuant to applicable Florida law, the Consultant’s records associated with this Agreement may be subject to Florida’s public records laws, Florida Statutes 119.01, *et seq.*, as amended from time to time. The Consultant shall comply with all public record obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701(2013).

ARTICLE VI

Termination

- A. This Agreement may be terminated by either party upon 15 days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.
- B. This Agreement may be terminated by the City for its convenience upon 15 days' prior written notice to the Consultant.
- C. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article IV of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all documents and other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

ARTICLE VII

Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

ARTICLE VIII

Indemnity

The Consultant agrees to indemnify the City, its officials, officers, agents and employees and hold them harmless from all actions of any character brought because of any injury or damages sustained by any person, persons or property resulting from any asserted negligent act, error or omission of the Consultant or its agents, subcontractors or employees. The Consultant is not required under this agreement to defend the City, its officials, officers, agents or employees, or any of them from assertions that the City was negligent, or indemnify the City from liability based on the City's negligence. The indemnity required hereunder shall not be limited by reason of specification of any particular insurance in this Agreement.

Article IX

Prohibition Against Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this

agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE X

Insurance

The Consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications of Request for Proposal RFP Number 2970-13 with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at 30 day's prior written notice shall have been given to the City.

ARTICLE XI

Discrimination Prohibited

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE XII

Records

Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Contractor upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

This contract and the contract documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

In Witness, the parties have executed this Agreement as of the day and year written first above.

By: _____

Its: _____

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to Form and Correctness

David Persson, City Attorney

Exhibit I Scope of Services

1.0 Evaluation of Comprehensive Plan Implementation Policies

King will evaluate the implementation-related Comprehensive Policies listed on Exhibit "A" (attached). The policies listed on Exhibit "A" require either additional planning study and/or implementation. The evaluation of each Comp Plan implementation policy will include:

- 1) The identification of inconsistencies with and redundancies between Comp Plan goals and objectives,
- 2) Identify alternative approaches to implement each Comp Plan implementation-related policy,
- 3) Identify when and how the implementation of policies can be done in coordination with related Sarasota County planning efforts,
- 4) Conduct a fiscal cost/planning benefit analysis for each Comp Plan implementation-related policy; the fiscal cost analysis shall consider the initial planning consulting services and provide a range of costs estimate for such and the long-term cost of administration and enforcement of each implementation-related policy; and the planning benefit analysis shall evaluate the extent to which each implementation-related policy will advance or further the Comp Plan and generally improve or enhance future land use and other planning in the city, and
- 5) Based on the above sub-tasks, recommend Comp Plan amendments to amend or delete implementation-related policies, and
- 6) Present recommended Comp Plan amendments to Planning Commission and City Council.

Deliverables:

Technical report identifying inconsistencies and redundancies between the Comp Plan and implementation-related policies (1- paper copy and a CD),

- 1) Policy report identifying alternative approaches to implement Comp Plan implementation policy, including fiscal cost/planning benefit analysis for each alternative approach (1- paper copy and a CD).
- 2) Technical report providing a fiscal cost/planning benefit analysis for each Comp Plan implementation-related policy (1- paper copy and a CD),
- 3) Final report identifying recommended amendments to Comp Plan to establish revised implementation-related policies (1- paper copy and a CD), and
- 4) Attend up to two (2) Planning Commission workshops, one Planning Commission public hearing, up to two (2) City Council public hearings, and up to three (3) public workshops.

1.1 Preparation Comprehensive Plan Amendments & Supporting Documentation

- 1) Prepare the documents and materials needed to support a Comp Plan amendment application, as described in this scope (1- paper copy and a CD),
- 2) Attend transmittal and adoption public hearings before the Planning Commission and City Council (Four (4) total hearings), and
- 3) Respond to objections, if any, contained in the FL Department of Economic Opportunity Objection, Recommendation and Comment Report, one round of review.

Deliverables:

- 1) Preparation of a Comp Plan amendment application, including draft Comp Plan objectives and policy amendments in legislative strike-through / underline format (1- paper copy and a CD),
- 2) Attend transmittal and adoption public hearings before the Planning Commission and City Council (Four (4) total hearings), and
- 3) If needed, assist the City in preparing one (1) response to a FL Department of Economic Opportunity Objection, Recommendation and Comment Report, one (1) round of review.

2.0 Public Involvement

King will attend and, in the case of “public workshops” coordinate and conduct, a variety of public meetings, which are further described as follows:

Public Workshops:

King will host three (3) public workshops, offering a variety of times and dates, in an effort to have meetings available that will work with most schedules. The location for the meeting will be chosen and secured by the City.

Each public workshop will include a short break-out session where the audience can participate in a round table focused discussion on the topics of various comprehensive planning issues. The participants in each session will receive a handout with implementation policies related to the topic are listed for evaluation. A table facilitator will be provided for each group who will act as a scribe, guide the discussion, maintain the topic, and answer questions. Each group will be asked to appoint a table leader who will summarize the table discussion for the entire audience at the end of the session.

King will have an agenda, visual aids, and informational handouts at each of the meetings. The public workshop agenda will be ordered as follows:

- I. Welcome, Introductions and Workshop Schedule
- II. Reason for the workshop, project goals, and project timeline
- III. Brief history of the City of Venice’s Comprehensive Plan
- IV. What is the “planning process” and how does it work?
- V. Break-Out Sessions – Divide the audience into groups
 - A. Land Use and Design
 - B. Community Character and Historic Value
 - C. Conservation and Coastal Issues

- VI. Summary from Group Table Leader
- VII. Questions & Answers
- VIII. Meeting Concluded

Meeting minutes will be available within 2-working days of the meeting, and uploaded to the website.

Stakeholder Interviews:

King will conduct up to ten (10), one-on-one interviews with community stakeholders identified by the City to assist with the evaluation of implementation-related policies. The City will provide King with a list of contact information for all identified stakeholders, including name, company name, address, phone number, and email address prior to scheduling the first stakeholder meeting.

Policy Task Force:

The City will establish the PTF for the purpose of providing policy guidance through the duration of the project. The PTF will be comprised of members of the City Council and Planning Commission. King will attend up to six (6) Policy Task Force (PTF) Meetings. The City will provide King with a list of contact information for each member of the PTF, including name, company name, address, phone number, and email address.

Technical Review Committee:

The City will establish a technical review committee (TRC) comprised of staff from various city departments. The TRC will be responsible for reviewing the data collection and analysis efforts of the consultant and all deliverables prepared by the consultant. King will attend a maximum of 6 meetings with the TRC. The City will provide King with a list of contact information for each member of the TRC, including name, company name, address, phone number, and email address.

Project Website:

King will prepare and maintain a project website throughout the duration of the project. Maintenance of the website includes up to 1-hour/week of time for a period of one-year. The content of the project website will include the following:

- 1) Project overview,
- 2) Project team contact information,
- 3) Project schedule,
- 4) Summaries of the public workshops and stakeholder interviews, and the minutes of PTF and TAC meetings,
- 5) Draft deliverables, and
- 6) A comment tool that will enable the public to submit comments via e-mail to the project team.

The website will be created for upload and hosted on a separate server with redundant back-up in multiple locations for a period of one-year.

All copy and logos (jpg format) shall be provided by the City.

The schedule for developing the website is as follows:

- 1) Planning
- 2) Wireframes
- 3) Design (incl. copywriting)
- 4) Build
- 5) Test
- 6) Launch

The website will be launched within 3 weeks of beginning work, assuming that the City responds to all questions asked by the consultant within 24-hours and approves the wireframes within a 7-day period.

After the City approves the wireframes, any additional changes to the website layout will be charged as an extra cost.

The website will be taken down within 14 days of project completion.

3.0 Schedule

STEP ONE: INITIAL EVALUATION AND PREP (8-Weeks)	
Week 1	<ul style="list-style-type: none"> ➤ Initial meeting with city project manager to understand policy intent, council's desire, project goals and approval of schedule. (City will suggest community stakeholders at this meeting.) ➤ Begin website development. ➤ City reserves locations of 3 Public Workshops ➤ Refine project schedule ➤ Begin review of Comprehensive Plan outside of Exhibit A
Week 2	<ul style="list-style-type: none"> ➤ Prepare forms for public meetings (sign-in, post-meeting surveys, meeting minutes) ➤ Develop Stakeholder, PTF, and TRC schedule of meetings
Week 3	<ul style="list-style-type: none"> ➤ Begin Identification of policies where collaboration with other agencies is possible and explain when and how this is accomplished. ➤ Begin Identification of inconsistencies, redundancies, and weaknesses in Comp Plan - suggest revisions
Week 4	<ul style="list-style-type: none"> ➤ Written monthly update to city project manager ➤ (Deliverable) Meet with PTF & TRC ➤ Launch website
Week 5	<ul style="list-style-type: none"> ➤ Project management and coordination
Week 6	<ul style="list-style-type: none"> ➤ Project management and coordination
Week 7	<ul style="list-style-type: none"> ➤ Meet with appropriate jurisdictions on potential collaboration ➤ Quality assurances/quality control measures for upcoming Technical Report.

Week 8	➤ Project management and coordination
STEP TWO A: INFORMATION GATHERING – PLANNING BENEFIT ANALYSIS (4-Weeks)	
Week 9	<ul style="list-style-type: none"> ➤ Meet with appropriate jurisdictions on possible collaboration ➤ Begin Planning Benefit Analysis. Evaluate if each policy/implementation mechanism will advance, burden or remain neutral for the City.
Week 10	<ul style="list-style-type: none"> ➤ Begin analysis of the consequences of not following through on current policies ➤ (Deliverable) Public Workshop #1
Week 11	<ul style="list-style-type: none"> ➤ Begin analysis to anticipate the short-term and long-term development scenarios/implications for each policy
Week 12	<ul style="list-style-type: none"> ➤ Written monthly update to city project manager ➤ (Deliverable) Meet with PTF and TRC ➤ Begin analysis to explain the advantages and disadvantages of maintaining each policy/implementation mechanism
STEP TWO B: INFORMATION GATHERING – FISCAL COST ANALYSIS (Administration & Enforcement) (6-Weeks)	
Week 13	<ul style="list-style-type: none"> ➤ Project management and coordination ➤ Begin the estimation of the overall long-term costs of maintaining the status quo in an implementation policy-by-policy analysis.
Week 14	<ul style="list-style-type: none"> ➤ Begin the estimation of the overall long-term costs of an alternative approach in a policy-by-policy analysis. ➤ (Deliverable) Public Workshop #2
Week 15	<ul style="list-style-type: none"> ➤ Estimate the overall cost of an alternative approach, broken down year-by-year over the life of the Plan in a policy-by-policy analysis. ➤ Compare original overall expected costs with newly recommended overall costs.
Week 16	<ul style="list-style-type: none"> ➤ Written monthly update to city project manager ➤ (Deliverable) Meet with PTF and TRC ➤ Quality assurances/quality control measures for upcoming Policy Report
Week 17	<ul style="list-style-type: none"> ➤ (Deliverable) Issue Technical Report providing a fiscal cost/planning benefit analysis for each Comp Plan implementation-related policy. ➤ Quality assurances/quality control measures for upcoming Policy Report
Week 18	<ul style="list-style-type: none"> ➤ (Deliverable) Issue Policy Report identifying alternative approaches to implement Comp Plan implementation policy including a fiscal cost/planning benefit analysis for each alternative approach.

STEP THREE: INFORMATION SHARING (5-Weeks)	
Week 19	<ul style="list-style-type: none"> ➤ Prepare DRAFT Final Report identifying recommended amendments to Comp Plan to establish revised implementation-related policies. ➤ Quality assurances/quality control measures for Final Report on recommended amendments.
Week 20	<ul style="list-style-type: none"> ➤ Written monthly update to city project manager ➤ (Deliverable) Meet with PTF and TRC
Week 21	<ul style="list-style-type: none"> ➤ (Deliverable) Issue FINAL Report identifying recommended amendments to Comp Plan to establish revised implementation-related policies.
Week 22	<ul style="list-style-type: none"> ➤ Work to begin drafting Comprehensive Plan amendment application.
Week 23	<ul style="list-style-type: none"> ➤ Meet with City Project Manager to review Final Report of recommended amendments. ➤ Revise Final Report based on City Project Manager Comments ➤ Quality assurances/quality control measures for upcoming Comp Plan amendment application.
STEP FOUR: DOCUMENT PREPARATION / TRANSMITTAL / REVIEW (23-Weeks)	
Week 24	<ul style="list-style-type: none"> ➤ (Deliverable) Deliver a Comp Plan amendment application, including draft Comp Plan objectives and policy amendments in legislative strike-through/underline format. ➤ Written monthly update to city project manager ➤ (Deliverable) Meet with PTF and TRC ➤ (Deliverable) Planning Commission Workshop #1
Week 25	<ul style="list-style-type: none"> ➤ Hearing preparation.
Week 26	<ul style="list-style-type: none"> ➤ Written monthly update to city project manager ➤ Meet with State Representative/Senator on legislative updates ➤ City comments issued ➤ (Deliverable) Planning Commission Workshop #2
Week 27	<ul style="list-style-type: none"> ➤ Hearing preparation, anticipate issues. ➤ (Deliverable) Public Workshop #3 – Sharing Final Draft Documents for Public Input ➤ Contact all stakeholders and interested members of the public to share information
Week 28	<ul style="list-style-type: none"> ➤ Written monthly update to city project manager ➤ (Deliverable) Meet with PTF and TRC ➤ Address City comments
Week 29	<ul style="list-style-type: none"> ➤ (Deliverable) Submit the revised Comp Plan application, revised, based on initial comments from the City and Planning Commission Workshops. ➤ Meet with city project manager and city attorney ➤ Quality assurances/quality control measures for all documents relative to Planning Commission and City Council Hearings.

Week 30	➤ (Deliverable) Planning Commission Hearing
Week 31	➤ Final coordination with State legislators on pending senate and house bills. ➤ Coordinate with the City on any needed updates to City Council
Week 32	➤ Written monthly update to city project manager
Week 33	➤ Transmittal Hearing Preparation
Week 34	➤ (Deliverable) City Council Transmittal Hearing
Week 35	➤ City of Venice Transmits plan amendment to DEO and State review agencies
Week 36	➤ DEO notifies State agencies of receipt of amendments ➤ Written monthly update to city project manager
Week 37	➤ Project management and coordination
Week 38	➤ Project management and coordination
Week 39	➤ Project management and coordination
Week 40	➤ State issues comments on transmitted amendments ➤ Written monthly update to city project manager
Week 41	➤ Prepare draft response to State comments ➤ Coordinate with DEO on comments ➤ Adoption Hearing Preparation ➤ Meet with the City project manager on any last minute issues
Week 42	➤ Adoption Hearing Preparation ➤ Final check-in with DEO
Week 43	➤ Adoption Hearing Preparation ➤ Quality assurances/quality control measures for all documents prior to Adoption Hearing
Week 44	➤ Written monthly update to city project manager
Week 45	➤ Adoption Hearing Preparation ➤ Notify all stakeholders and public participants of upcoming adoption hearing
Week 46	➤ Adoption Hearing Preparation ➤ Coordinate with the City on any needed updates to City Council for Adoption Hearing

STEP FIVE: ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS (6-Weeks)	
Week 47	➤ City Council Adoption Hearing
Week 48	➤ Written monthly update to city project manager
Week 49	➤ City submits copies of adopted plan amendment to State Agencies
Week 50	➤ Final quality control review to ensure there are no oversights.
Week 51	➤ Final written comments received from State Agencies ➤ Team addresses State Comments ➤ Amendments become effective 31 days after State Land Planning Agency determines the amendment package is complete. No Petition filed by affected party.
Week 52	➤ Final monthly update to city project manager

4.0 Responsibilities of Client

The Client shall be responsible for the following:

- a. Providing supporting data and materials, or other information indicated in the previous tasks, in an expedited manner [i.e., within two (2) businesses days from the request by the Consultant].
- b. All printing and reproduction for distribution of deliverables to elected or appointed officials for board consideration and approval or for members of the public.
- c. Scheduling and booking of venues/locations for all public hearings and public meetings, legal noticing for all public workshops, Planning Commission meetings, City Council meetings, and any other meeting requiring public notice.
- d. Any edits to the deliverables identified in Tasks 1.0, 1.1, and 2.0.
- e. Access to the City server to upload website.
- f. Legal support services as needed during the drafting and adoption of the updated comprehensive plan policies.
- g. Any travel that is not local. (e.g. Tallahassee)
- h. Any challenges, compliance agreements, or remedial plans pursuant to s.163.3184 (6) or administrative proceedings pursuant to s. 120.57 and 163.3185 (5), FS.

5.0 Additional Services

Additional services beyond those indicated in the scope of services may be provided by King if requested by the City. Additional and optional services outside of the approved scope are not

anticipated in the basic fee, and may be authorized as follows:

- a. The City shall request the additional services in writing.
- b. King shall provide the City a specific scope of services and fee, based on existing billing rates and direct expenses, for the additional services.
- c. The City shall approve in writing the specific scope of services and fee for the additional services.

Additional services may include, but are not limited to:

- a) Graphics, aerials, or exhibits beyond those specified in the scope;
- b) Additional public hearings, beyond those quantified in the scope;
- c) Additional meetings with the PTF, TRC, Stakeholders, workshops, or other meetings not anticipated in the scope;
- d) Direct Expenses including additional copies, prints, and reproductions, not included as project deliverables;
- e) Other services authorized by the City.

5.1 Comprehensive Planning Evaluation Outside of Exhibit A

After advertising the RFP, the City determined that Exhibit A did not represent all of the policies that should be considered for this project. All policies of the Comprehensive Plan will be reviewed to identify implementation policies that may not listed in Exhibit A.

The hours and fee below represent the effort for this additional work task:

Planning Consulting	60 hours	\$9,000
Land Use/Legal Consulting	13 hours	\$3,000
Total		\$12,000

Deliverable: A revised Exhibit A and a report analyzing the additional policies recommended for inclusion.

6.0 Proposed Fees

A lump sum fee (Basic Fee) of \$137,332 is proposed for this assignment which includes the website development shown under task 2.0, a maximum of 642 hours of planning consulting time and a maximum of 142 hours of land use attorney time, and materials to produce the deliverables quantified in the scope. Should additional time be deemed

necessary, an additional service contract will be provided.

The project breakdown is provided below, shown as steps 1-5:

STEP ONE:	INITIAL EVALUATION AND PREP	\$ 20,747.00
STEP TWO A:	INFORMATION GATHERING – PLANNING BENEFIT ANALYSIS	\$ 20,747.00
STEP TWO B:	INFORMATION GATHERING - FISCAL COST ANALYSIS	\$ 16,892.00
STEP THREE:	INFORMATION SHARING	\$ 14,322.00
STEP FOUR:	DOCUMENT PREPARATION/TRANSMITTAL/REVIEW	\$ 49,017.00
STEP FIVE:	ADOPTION OF COMPREHENSIVE PLAN AMENDMENTS	\$ 15,607.00
BASIC FEE:		\$137,632.00
COMPREHENSIVE PLANNING EVALUATION OUTSIDE OF EXHIBIT A		\$ 12,000.00
TOTAL FEE		\$149,632.00

END SCOPE OF SERVICES

Exhibit A

<p>Future Land Use and Design Element</p> <p>Policy 3.1 Land Development Regulations. By December 2011, establish land development regulations and development practices based upon the livable community development standards and site plan standards for:</p> <ul style="list-style-type: none"> A. Interconnected transportation design. B. Service facilities and infrastructure systems. C. Building structures. D. Parks and public spaces. E. Design and architectural character.
<p>Policy 6.3 Alternative Energy Overlay. Alternative energy facilities that utilize renewable sources of energy, such as solar or wind, are preferred and shall be encouraged. The City shall develop an “alternative energy overlay” as part of the Land Development Regulations (LDRs) that shall include standards for the development of alternative energy facilities.</p> <ul style="list-style-type: none"> A. Areas particularly suitable for alternative energy facilities shall be those locations that take advantage of the City’s renewable resources, existing infrastructure, and when sensitively sited, will likely result in less than significant adverse environmental or aesthetic impacts. B. Alternative energy activities providing primarily for on-site use in areas not included in the “alternative energy overlay” shall be subject to review through a conditional use process.
<p>Policy 8.6 Integrated Site Planning Criteria. Ensure future developments integrate buildings, community spaces, and public services and infrastructure systems together by evaluating development petitions according to the following criteria:</p> <ul style="list-style-type: none"> A. Relationship between buildings, public spaces, facilities and services, vehicular infrastructure, and street. B. Integration of buildings, transportation systems, service infrastructure and facilities, accessory structures, and landscaping and hardscaping features. C. Level of compatibility and interconnectivity between adjacent land uses. D. Location of building facades and entry ways. E. Extent that private activities are oriented to the public realm. F. Proximity of community places and public spaces to neighborhoods and commercial centers.
<p>Policy 8.8 Conditional Use Process for Residential Uses. By December 2011, the City shall amend the conditional use process in the Land Development Regulations to provide criteria for the review and consideration of additional residential density as provided for in applicable land use designations.</p>
<p>Policy 9.1 Building Height Standards. The City shall evaluate and develop area specific building height standards by amending the Land Development Regulations by December 2012.</p> <ul style="list-style-type: none"> A. The City shall establish building height standards for all existing zoning districts designated on the Zoning Atlas Map which have not been included in designated Planning Areas. B. Base height standards for a specific zoning district shall reflect the predominant built height and massing of existing development most common to the area. C. Amendments to zoning districts shall be established for the purpose of reducing existing Conditional Use allowances currently provided in certain zoning districts which permit excessive

building heights clearly at variance with existing neighboring building structures.

D. Building height overlay districts may be utilized to promote economic development, environmental sustainability, affordable housing, or compatibility needs by delineation of block or lot specific locations in designated Planning Areas and zoning districts where higher or lower building heights may be appropriate which differ from overall base height standards.

Policy 9.4 Variances from Building Height Standards.

The City shall include a building height variance process in the updated Land Development Regulations for minor deviations from established base height standards.

A. The purpose of the variance process is to ensure that justifiable hardships that may be encountered in the design process can be facilitated in a fair and predictable manner.

B. Variances shall be considered to permit only the minimum additional height allowance needed to accomplish the design challenge.

C. Review criteria shall be established to provide guidance by the permitting authority for such minor deviations from established base standards; however, in no instance shall a variance be permitted to add an additional floor or story to the building structure.

Policy 9.5 Conditional Use for Building Height Allowances.

The City shall evaluate and amend the existing Conditional Use process in the updated Land Development Regulations for consideration of height allowances for deviations from established base height standards.

A. Major deviations are for those height allowances which seek to add one or more additional floors or stories from established base building height standards established for a Planning Area or zoning district.

B. The City shall utilize building height overlay districts to determine where higher building heights which differ from overall base height standards within a Planning Area may be appropriate to promote economic, environmental, and affordable housing goals.

C. Review criteria shall be established to provide guidance by the permitting authority for such major deviations from established base standards.

Policy 12.5 Master Planning Consistency.

Coordinate with local, regional, and state agencies to ensure master plans are consistent from within and between government entities. Special considerations shall be given to:

A. Comprehensive Plans.

B. Master Plans.

Policy 14.1 Redevelopment Area Master Plans.

By 2012, the City shall consider developing master plans for areas deserving of further consideration due to their location and historic or cultural value. Each master plan shall be developed consistent with Policy 15.3 pertaining to the content of Planning Area Master Plans. The limits of such Redevelopment Master Plans shall be further defined during the master planning process.

Redevelopment Master Plans shall be considered for the following general areas:

A. The neighborhood directly north of Airport Avenue, west of Avenida del Circo, east of Cockrill Street, and generally south of Tamiami Trail (U.S. 41 Business South), locally referred to as the "North Airport Neighborhood".

B. The "Circus Building" and surrounding properties.

C. The Historic Apartment District.

Policy 15.2 Planning Area Land Development Regulations.

By December 2012, the City shall update its Land Development Regulations based upon the designated planning areas. Each planning area's development regulations shall confirm the planning intent and development scenarios established in the comprehensive plan. Additionally, the regulations shall also address community, block, and site level development standards established through the Future Land Use and Design Element.

Policy 15.3 Planning Area Master Plans.

By December 2014, the City shall consider developing master plans for the following planning areas that are deserving of further consideration due to their location and historic, economic and/or cultural value.

- A. Island Professional Planning Area D
- B. Seaboard Planning Area G
- C. Heritage Park Planning Area B
- D. Tarpon Center Esplanade Planning Area A
- E. Gene Green Planning Area L.

By December 2017, the City shall consider developing master plans for the following planning areas:

- F. Southern Gateway Planning Area C
- G. City Center Planning Area E
- H. Northern Gateway Planning Area F
- I. Eastern Gateway Planning Area H
- J. South Laurel Planning Area I
- K. Shakett Creek Planning Area J
- L. Knights Trail Planning Area K

Policy 15.4 Master Plans. The scope of each planning area master plan shall be determined prior to commencement of the applicable master plan. At minimum, master plans shall consider and address the following:

- A. Evaluate current conditions to determine form and function of existing development, quality of buildings/structures, compatibility with adjacent areas, and environmental conditions.
- B. Assess the provision of infrastructure and public services.
- C. Review current land development regulations and standards to determine whether they support planning area practices.
- D. Consider how development pressures are impacting the planning area.
- E. Identify strategies to protect environmental, historical, cultural, or architectural features specific to the planning area.
- F. Determine the economic role of the planning area and identify public investment strategies based upon market demand, and/or public benefit.

Determine the appropriate mix of uses to support a compact and pedestrian-oriented development scenario.

Policy 15.5 Combined Planning Area Master Plans.

The City shall have the option to develop master plans for planning areas that may require more extensive consideration or broader integration of two or more planning areas.

Policy 15.9 Energy Conservation Areas.

If a Planning Area is identified as an Energy Conservation Area, the following strategies and actions to promote energy conservation and reduce greenhouse gas emissions shall be supported during the master planning, development and/or redevelopment process:

- A. Redevelopment of energy inefficient land use patterns to provide for energy efficient, compact development supported by multi-modal transportation;
- B. Urban design and urban form standards which support the development of places, neighborhoods, and transportation corridors which are safe and attractive;
- C. Increased emphasis on existing green infrastructure that naturally sequesters carbon dioxide and reduces the heat island effect;

Removal of regulatory barriers and establishment of incentives to promote energy efficiency and reduce greenhouse gas emissions.

Housing and Neighborhood Development Element

Policy 1.4 Land Development Procedures.

Annually review the City's development order processes to ensure they are effective and efficient.

Policy 1.12 Conversion Factor for Special Needs Housing.

By March 2012, the City shall develop a conversion factor for special needs housing and associated standards that provide criteria for the determination of where and under what circumstances such factor shall be applied during the update of the City's Land Development Regulations.
<p>Policy 2.1 City's Planning Areas. In conjunction with the master planning efforts for the applicable planning areas, an inventory of current conditions, character, housing style, and type should be completed.</p>
<p>Policy 3.9 Live-Near-Work Housing. Collaborate with major employers and developers to identify and implement live-near-work housing strategies that enable the City's workforce to walk to work including:</p> <ul style="list-style-type: none"> A. Residential dwelling units in commercial or institutional land use categories or near major employment centers. B. Mixed uses in High Density Residential and MixedUse Residential land use categories. C. Mixed use planning areas which unite residential, commercial, park, and civic uses together. D. Affordable and workforce housing density bonus in the High Density Residential and Mixed-Use Residential land use categories, and in any Planning Area which permits a density of up to 18 units per gross acre.
<p>Policy 4.3 Mobile Home/Manufactured Home Communities and Conversion to Different Land Use. By 2013, the City shall review its Land Development Regulations to ensure there are adequate provisions that support modern manufactured housing, ensuring compatibility with surrounding land uses consistent with the desired community character. This review shall also address the appropriate requirements regarding the conversion of mobile home/manufactured home communities to a different land use where deemed appropriate.</p>
<p>Policy 4.4 Mobile Home/Manufactured Home Zoning Overlay District. The City shall utilize the Land Development Code update to permit master redevelopment planning and redesign of individual mobile home/manufactured home communities while maintaining existing residential density allowances. Redesign standards shall be developed on a case by case basis consistent with functional and locational criteria unique to the mobile home/manufactured home community.</p>
Community Character and Historic Resources Element
<p>Policy 1.4 Architectural Handbook. Review and expand the City's Architectural Guidelines Handbook so that Venice's predominant architectural styles may be targeted to specific areas.</p>
Parks and Public Space Element
<p>Policy 1.2 Master Parks Plan. By 2013, the City may utilize the assistance of the Parks and Recreation Advisory Board to develop a Master Parks Plan including active and passive parks and park facilities, open and Florida friendly green spaces, unique habitat protection and conservation, and trails in coordination with Objective 1 and related policies of the Community Linkages and Design Element.</p>
Conservation and Open Space Element
<p>Policy 1.1 Sustainable Land Development Strategies. By 2012, evaluate the following sustainable land development strategies through the City's Land Development Regulations to protect natural habitats and conservation lands by making the best use of urbanized land areas. The strategies to be evaluated include:</p> <ul style="list-style-type: none"> A. Reduction of impermeable surface areas. B. Infill and redevelopment practices that enhance Venice's unique character. C. Removal of invasive non-native plant species and immediate replacement with native Florida plant species. D. Utilize conservation easements, transfer of development rights, open space set-aside, wetland protection, and environmental lands programs to direct new growth from these areas.
Policy 1.6 Native Habitats Inventory and Assessment.

By 2014, the City will coordinate with Sarasota County to inventory and assess significant native habitat remaining within the City limits.

A. The City shall partner with Sarasota County to identify, manage, and protect native habitats by conducting a baseline assessment of native habitats located in the City.

B. The City shall adopt or amend ordinances to protect native habitats.

C. The City shall partner with Sarasota County to complete an updated native habitat land cover map and risk assessment study for each native habitat identified within the Comprehensive Plan. Remnant native habitats contained within urban areas shall be included within this analysis along with alternatives to the use of regulatory powers to encourage restoration and protection of native habitats that are threatened due to current land use practices.

D. By 2013, the City shall consider developing and implementing a land management plan to expand and enhance native habitats.

Policy 2.3 Open Space Corridor Study.

Through the land development review process the City shall continue to identify opportunities for:

A. Creating an interconnected open space corridor system that links existing open spaces, greenways, public right of ways, and trails.

B. Prioritizing where future open space areas should be created.

C. Connecting the City's open spaces with those in Sarasota County.

Policy 2.5 Open Space Development Standards.

The City shall establish development standards for the preservation of open spaces and natural features. Such standards shall include, but not be limited to:

A. Preservation of existing native vegetation and natural areas.

B. Establishment of new open space areas that connect to adjacent neighborhood open spaces and natural areas.

C. Creating of neighborhood buffers that link to the community's open space corridor system.

D. Construction of stormwater systems that include wetland features.

E. Selection of open space acreage shall favor factors such as onsite and adjacent off-site habitat connectivity.

F. Native habitat shall be used whenever possible to fulfill open space requirements.

Policy 2.6 Regional Greenway System.

By 2013, coordinate development of a regional greenway and open space system with local, regional, state, and federal partners in order to ensure that all open space and conservation areas throughout the county and region are connected.

Policy 3.2 Endangered or Threatened Species Protection.

Consistent with Policy 1.6 of this Element, the City shall protect threatened or endangered native species from incompatible development by requiring that proposed greenfield development sites be examined for location of Listed Species. By 2013, the City will:

A. Consider implementing a plan to identify, manage, and protect critical habitats and endangered or threatened species, or species of special concern identified in official federal, state, or international treaty lists.

B. Require applicants to consult with the appropriate agencies, to use recognized sampling techniques to identify listed species, and to provide documentation of such coordination and compliance prior to City approval to conduct any activities that could disturb listed species or their habitat.

1. If endangered or threatened species, or species of special concern are found, such species' habitat shall be identified on the proposed site plan and a plan for mitigation shall be discussed in the site plan narrative.

2. Such information shall be addressed through the project staff report.

C. Coordinate with Sarasota County Environmental Services' Resource Protection Programs in meeting this objective.

Policy 3.3 Effects of Pre-Construction Clearing of Native Habitats.

In developing the Land Development Regulations (LDRs), the City shall evaluate the effects of pre-construction clearing of native habitats, characterize the problem, and develop a strategy which may include new regulations to avoid the loss of native habitat functions and values.

A. As part of the development review process, the City shall require area-wide wildlife surveys for determining wildlife corridors for both protected species and existing wildlife populations.

1. All wildlife corridors shall be integrated into Statewide or Countywide corridor systems whenever possible.

B. By 2013, ordinances shall be enacted and/or amended to protect significant native habitats.

Policy 3.14 Wetland Encroachments.

The City shall require development to identify and delineate wetland boundaries with final wetland delineations to be reviewed and approved by the applicable federal and state review agencies.

Wetlands of 20 acres or more shall require structures to be located outside of wetlands and wetland buffers except as provided below. Such exceptions are applicable only when the land use designation on the property permits the development of land use activity listed below; site characteristics are such that wetland impacts cannot be avoided, the impacts are limited to the minimum necessary to allow the permitted use of the property; and the site development or use complies with federal and state review agencies for permitting and mitigation.

A. Residential lots of record existing on or before the adoption of the Comprehensive Plan which does not contain sufficient uplands to permit development of a residence without encroaching into wetlands, may be developed with one residential dwelling.

B. Resource-based recreational facilities such as trails, boardwalks, piers, and boat ramps.

C. Private water-related facilities, such as boathouses, docks and bulkheads.

D. Essential public services, access roads and appurtenant structures.

Policy 3.15 Wetland Considerations Relative to Setback Modifications.

Wetland and water body protection shall be considered when the City evaluates applicable setback modifications that would move development away from wetlands and water bodies.

Policy 3.17 Wetland Habitat Alterations.

Wetlands and wetland habitats shall not be dredged, filled, or disturbed in any manner that diminishes their natural functions, unless appropriate mitigation practices are established in coordination with and approved by local, regional, state, and federal agencies.

A. The City, in cooperation with Sarasota County, will establish wetland mitigation policies and regulations.

Policy 5.2 Myakka River Protection.

The City supports protection of the Myakka River corridor and the implementation of the Myakka Wild and Scenic River Management Plan protection requirements and will prohibit new or increased public access of motorized watercraft to the river within the JPA/ILSBA Planning Areas set forth in the Future Land Use Map Series. Buffers for new developments within the Myakka River Protection Zone shall be a minimum of two hundred twenty (220) feet.

Coastal and Waterfront Management Element

Policy 1.8 Waterfront Planning.

By 2012, consider developing and implementing Intracoastal Waterway waterfront development and/or redevelopment strategies including the Venetian Seaboard Master Plan, Venice Strategic Plan 2030, and John Nolen's 1926 General Plan for the City of Venice, preserving the character of the City.

Policy 2.2 Intracoastal Waterway Redevelopment.

By 2012, the City shall consider developing a plan to address ways of improving community livability and quality of life along the Intracoastal Waterway. This effort shall be coordinated with the Venetian Seaboard Redevelopment Plan that is being developed by the City and Sarasota County.

Policy 3.1 Coastal Area Developments.

The City of Venice shall manage development of the City's coastal areas along the Gulf of Mexico,

Roberts Bay, Intracoastal Waterway (ICW), and other waters by implementing the following coastal area development practices:

- D. Ensuring public access to coastal areas.
- E. Minimizing obstructions to views of coastal areas.

Policy 4.6 Harbor Management Plan.

By 2012, the City shall consider developing and implementing a Harbor Management Plan to expand and enhance boating and protect marine resources in Roberts Bay and surrounding areas. The plan should address:

- A. Navigation on the City's waterways.
- B. Boating accessibility.
- C. Improved boating facilities at Higel Park.
- D. Roberts Bay mooring field.
- E. Economic considerations of transient boaters.
- F. Hurricane safe harbor.
- G. Identification, protection and restoration of seagrass beds and marine ecosystems.