



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
October 6, 2014

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Diane Glasser

1. TR12548 - Tamarac Lakes South Buffer Wall Installation Project

Item No. 6 (e) on the Consent Agenda. (TR12548) A Resolution of the City Commission of the City of Tamarac, Florida, approving execution of Task Authorization No. 014-15E with Stantec Consulting Services Inc. to provide professional engineering services for the design and permitting of the Tamarac Lakes South Buffer Wall Project, in accordance with the City's continuing service agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$93,820.00; authorizing an appropriation of \$93,820.00; providing for conflict; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Assistant Public Works Director John Doherty***

2. Update on Signage Program

Update on Signage Program - ***Community Development Director Maxine Calloway and Planning and Zoning Manager Frank Zickar***

3. TR12550 - Land Development Ordinance & Master Plan Update Agreement

Item No. 6 (f) on the Consent Agenda. (TR12550) Resolution of the City Commission of the City of Tamarac, Florida, approving the award of Request for Proposal #14-17R, and execution of an agreement to provide Land Development Regulation Re-write & Comprehensive Plan update services to Clarion Associates, LLC in the amount of \$175,925, authorizing an appropriation of \$175,925; providing for conflicts; providing for severability; and providing an effective date. - ***Community Development Director Maxine Calloway***

4. E911 Update

E911 Update - ***Assistant Operations Chief Percy Sayles***

5. Pension Discussion

Pension Discussion - ***Human Resources Director Maria Swanson and Financial Services Director Mark Mason***

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the

appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink, reading "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" and last name "Teufel" clearly distinguishable.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Diane Glasser




Commissioner Diane Glasser



Title - TR12548 - Tamarac Lakes South Buffer Wall Installation Project

Item No. 6 (e) on the Consent Agenda. (TR12548) A Resolution of the City Commission of the City of Tamarac, Florida, approving execution of Task Authorization No. 014-15E with Stantec Consulting Services Inc. to provide professional engineering services for the design and permitting of the Tamarac Lakes South Buffer Wall Project, in accordance with the City's continuing service agreement as authorized by Resolution R-2011-87; authorizing an expenditure for said purpose in an amount not to exceed \$93,820.00; authorizing an appropriation of \$93,820.00; providing for conflict; providing for severability; and providing for an effective date. - ***Community Development Director Maxine Calloway and Assistant Public Works Director John Doherty***

ATTACHMENTS:

Description	Upload Date	Type
 TR 12548 MEMO	9/23/2014	Cover Memo
 TR 12548 RESO	9/23/2014	Resolution
 TR 12548 EXHIBIT 1	9/23/2014	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT**

TO: Michael C. Cernech, City Manager DATE: April 30, 2014

**Thru: Jack Strain, Public Services
Director** 

**FROM: John E. Doherty, P.E.
Assistant Director of Public
Works/City Engineer**

**RE: Temp. Reso. #12548 –
Engineering Services For
Tamarac Lakes South Buffer
Wall – October 8, 2014,
Commission Meeting Agenda**

Recommendation

The Assistant Director of Public Works/City Engineer recommends that the City Commission authorize the execution of Task Authorization No. 14-15E with Stantec Consulting Services Inc. to provide professional engineering and permitting services for the Tamarac Lakes South Buffer Wall Project (aka Buffer Wall Project Phase I), located on the south side of Commercial Boulevard between NW 25th Terrace and NW 31st Avenue, in accordance with the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, in an amount not-to-exceed \$93,820.00.

Issue

The award of Task Authorization No. 14-15E with Stantec Consulting Services Inc. to provide professional engineering and permitting services for the Tamarac Lakes South Buffer Wall Project (aka Buffer Wall Project Phase I).

Background

As part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City. The Tamarac Lakes South Buffer Wall Project is consider Phase I of this program.

This project consists of approximately 3,500 Linear Feet of a precast system buffer wall, together with associated landscaping and irrigation improvements. The design elements for this task (Task Authorization No. 14-15E) include; concrete foundations, retaining walls, concrete columns and precast wall panels, together with associated landscaping, hardscape and irrigation improvements.

In addition, staff is working on obtaining easements from thirteen (13) properties within the project scope to ensure the continuity of certain segments of the buffer wall.

Analysis

The City of Tamarac's Continuing Engineering Services Agreement, as authorized by Resolution R-2011-87, includes six (6) engineering firms. Upon consideration of the

knowledge and resources of Stantec Consulting Services Inc. it was determined that Stantec Consulting Services Inc. was the appropriate firm to use for this project.

The project schedule includes five (5) tasks, which include the following:

- **Task 1:** Data Collection
- **Task 2:** Project Design and Construction Documents
- **Task 3:** Government Agency Approval Assistance
- **Task 4:** Bidding Assistance
- **Task 5:** Construction Phase Services

The project duration for Tasks one through three is 146 days. Tasks four and five are related to the bid and construction. It is not possible at this time to estimate the time to complete tasks four and five; but the duration of construction will be included in the eventual bid award that would be sent to Commission for approval.

Fiscal Impact

The Stantec Consulting Services Inc. Proposal (Task Authorization No. 14-15E) is for an amount not-to-exceed \$93,820.00. Funding in an amount not-to-exceed \$93,820.00 is currently available in the FY14 Capital Improvement Project #GP14K, Account #315-5020-539.6315.

Attachment: Temporary Resolution No. #12548

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R- 2014_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING EXECUTION OF TASK AUTHORIZATION NO. 014-15E WITH STANTEC CONSULTING SERVICES INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN AND PERMITTING OF THE TAMARAC LAKES SOUTH BUFFER WALL PROJECT, IN ACCORDANCE WITH THE CITY'S CONTINUING SERVICE AGREEMENT AS AUTHORIZED BY RESOLUTION R-2011-87; AUTHORIZING AN EXPENDITURE FOR SAID PURPOSE IN AN AMOUNT NOT TO EXCEED \$93,820.00; AUTHORIZING AN APPROPRIATION OF \$93,820.00; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, as part of the recently completed Major Arterial Corridor Study it was determined that the City will move forward with the Buffer Wall component of the Study, which includes the design and construction of neighborhood buffer wall treatments for various parts of the City; and

WHEREAS, the Tamarac Lakes South Buffer Wall Project is considered Phase I of this program; and

WHEREAS, the City of Tamarac desires to develop detailed engineering plans for the Tamarac Lakes South Buffer Wall Project, which is located on the south side of Commercial Boulevard between NW 25th Terrace and NW 31st Avenue; and

WHEREAS, the Tamarac Lakes South Buffer Wall Project consists of approximately 3,500 Linear Feet of a precast system buffer wall, together with associated landscaping and irrigation improvements; and

WHEREAS, the design element for Task Authorization No. 14-15E include; concrete foundations, retaining walls, concrete columns and precast wall panels, together with associated landscaping, hardscape and irrigation improvements; and

WHEREAS, the City requires the services of a consulting firm knowledgeable in buffer wall and landscaping design and permitting; and

WHEREAS, Stantec Consulting Services, Inc. has submitted a detailed proposal in an amount not to exceed \$93,820.00, attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution; and

WHEREAS, the proposal for this work describes all tasks to be performed in accordance with Article I, "Scope of Work", of the City of Tamarac Continuing Engineering Services Agreement as authorized by Resolution R-2011-87 dated August 24, 2011, incorporated herein by reference and on file in the office of the City Clerk; and

WHEREAS, Stantec Consulting Services, Inc. has been pre-qualified to provide professional engineering services by the City of Tamarac as authorized by Resolution

R-2011-87 and the associated Continuing Engineering Services Agreement dated August 24, 2011; and

WHEREAS, it is the recommendation of the Director of Public Services, the Director of Financial Services and the Purchasing and Contracts Manager that Task Authorization No. 14-15E from Stantec Consulting Services, Inc. be approved, executed and funded; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to accept and execute Task Authorization No. 14-15E with Stantec Consulting Services, Inc. to provide professional engineering services for the design and permitting of the Tamarac Lakes South Buffer Wall Project in an amount not to exceed \$93,820.00 and to provide funding from the appropriate budgeted accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA,

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission HEREBY approves execution of Task Authorization No. 14-15E with Stantec Consulting Services, Inc. in an amount not to exceed \$93,820.00, and the appropriate City Officials are hereby authorized to execute Task Authorization No. 14-15E per the proposal, attached hereto as Exhibit "1", incorporated herein and made a specific part of this resolution.

SECTION 3: Funding for Task Authorization No. 14-15E in an amount not to exceed \$93,820.00 is available in the FY14 Capital Improvement Budget, Project Number GP14K.

SECTION 4: The appropriate City Officials are hereby authorized to expend an amount not to exceed \$93,820.00 for said purpose.

SECTION 5: The City Manager or Designee is hereby authorized to issue Change Order in amount not to exceed established threshold per Section 6-147 of the City Code.

SECTION 6: All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or

applications of this Resolution.

SECTION 8: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2014.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY



Stantec Consulting Services Inc.
21301 Powerline Road, Suite 311
Boca Raton FL 33433
Tel: (561) 487-3379
Fax: (561) 487-3466

TR 12548 Exhibit 1

August 27, 2014

Mr. John E. Doherty, P.E.
Assistant Director of Public Works/City Engineer
Public Services Department
6011 Nob Hill Road, Second Floor
Tamarac, FL 33321

Re: Tamarac Lakes South Buffer Wall
City's Task Authorization Number: 14-15E

Dear John:

In accordance with the terms and conditions of the consulting agreement between the City of Tamarac (hereinafter referred to as the "City" or "Client") and Stantec Consulting Services, Inc., (hereinafter referred to as "Consultant", "We" or "Stantec"), dated August 24, 2011, we are pleased to provide this proposal in support of the Tamarac Lakes South Buffer Wall

I have attached a scope and fee for your review and approval. We look forward to the opportunity of working with you on this important project.

Cordially,

Stantec Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "T. Glunt", is written over the printed name.

Terrance N. Glunt, P.E.
Principal

Enclosures



Stantec

Exhibit "A"

Tamarac Lakes South Buffer Wall Task Authorization No. 14-15E

GENERAL DESCRIPTION OF PROJECT

Services are required for the design and construction of a buffer wall along the south side of Commercial Boulevard between NW 31st Ave and NW 25th Terrace. The wall will generally run along the separator between Commercial Blvd and the frontage road with openings for the intersecting cross streets. The existing separator has a retaining wall along the R/W to account for a change in elevation; therefore, the wall structure will need to replicate the retaining wall functionality.

The City has indicated that the selected wall design will be a PRECAST SYSTEM with THRU-COLOR DESIGN as shown in the presentation to the Home Owners Association dated April 3, 2014. Due to the limitations of precast designs and the need for retaining wall functionality, the design may vary slightly from that shown in the original corridor study.

SCOPE OF SERVICES

This Proposal provides for professional engineering services for the preparation of contract documents for various segments of Precast Concrete Wall along the corridor. This proposal provides the outline of the Consultants scope of services as well as the fee structure for providing services

The proposed scope of services and fees follow.

Task 1 – Data Collection

1. The Consultant will coordinate with the City to provide survey parameters and scope for the City to hire surveying services under separate contract.
2. The Consultant will work with provided surveys or electronic plans to establish base sheets for roadway corridors.
3. The Consultant will Conduct Utility Sunshine Onecall design tickets for potential utility conflicts
4. The Consultant will provide site visits as necessary to verify existing conditions, identify conflicting elements and potential layouts.
5. GEOTECHNICAL is too be provided by the Client and shall include at a minimum one (4) standard penetration test boring to a depth of 15 feet throughout the length of the corridor. An engineering report will be provided and will include the results of testing with recommendations for wall foundations and supporting structural elements.

Task 2 – Project Design and Construction Documents

The Consultant will prepare construction plans, calculations and specifications for the project consisting of:



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1. Concrete foundations, retaining walls, precast wall columns, precast wall panels as necessary for a complete wall design at the subject location.
2. Landscape Plans (including hardscape elements) for the planting of the corridor and Irrigation Plans for modification of the existing irrigation system.
3. Designs for traffic signage and pavement markings, as specifically depicted in the study provided by the City's Traffic Consultant, included within our plans and construction documents.
4. Technical Specifications in Construction Specification Institute (CSI), Division 2 through 16, 8 1/2" x 11" format as applicable.
5. Opinion of Probable Costs (OPC) organized by pay item.

The Consultant will submit documents for review to the City at the following stages:

- 60% plans and specification outline
- 90% plans, specifications and OPC
- Final plans, specifications and OPC

The consultant will meet once with City staff after each submittal to review and discuss City comments. The purpose of the meeting will be to review the comments, discuss revisions and design decisions associated with the project, concluding the meeting with an approved set of percent complete deliverables for the project. The Consultant will address comments and revise the work as applicable to the following phase of development for the work. Any significant redesign will be provided as an additional service.

The drawings will be developed in a 24" x 36" format and also printed in 11" x 17" format. Final drawings and documents shall also be submitted in electronic format (PDF files).

Task 3 – Government Agency Approval Assistance

The Consultant shall prepare and process permit applications, plans and any associate documentation in accordance with all permitting agency requirements, including, but not limited to, electronic permitting when applicable. These shall include but not be limited to the following agencies:

- City of Tamarac Building Department
- Florida Department of Transportation
- Broward County Surface Water Management (Drainage – as required)

The consultant will respond to as many as three (3) rounds of reasonable requests for additional information from each of the above referenced agencies regarding the application submittal packages.

Any significant plan revisions caused by changing agency criteria after our initial design is reviewed with each appropriate agency and similar factors outside the Consultant's control, additional meetings or coordination will be considered as Additional Services.



Starter

Task 4 – Bidding Assistance

The consultant will attend one (1) pre-bid meeting and issue as many as three (3) addendums in response to contractor questions. Once bids are received, The consultant will review the bids, prepare a bid tabulation sheet and check references of the three (3) lowest bidders to determine the most responsive and responsible bidder. The consultant will provide the City with a letter of recommendation based upon its findings.

Task 5 - Construction Phase Services

During the construction phase of the site improvements, we will provide the scope of services outlined below as required to certify the project's completion. We believe this level of service to be the minimum necessary to obtain the necessary information to prepare certifications.

A. Building & Engineering Permit Assistance

1. The Consultant will provide up to five (5) signed and sealed sets of the construction documents developed in Tasks listed above for the Client's designated contractor to submit for building and engineering permit.
2. The Consultant will make minor revisions to the construction documents and respond to as many as three (3) rounds of reasonable requests for information based on the comments received from Broward County and the City's Engineering and Building Departments. Plans shall be revised as necessary to obtain permits. Minor revisions shall include correction of typos, clarification of dimensions, ancillary notes and details sufficient for permitting and incidental structural design to the original design elements.

B. Construction Administration Assistance

1. Shop drawing review: The Consultant shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto).
2. Response to Requests for Information (RFI) by the Contractor: The Consultant will provide interpretations (up to four engineering person hours) of the plans and specifications developed in Tasks listed above and provide responses to the requests for information from the contractor during construction. The Consultant will advise the Client if a response to the RFI cannot be made based on a reasonable interpretation of the plans and specifications. The Consultant shall consult with and advise the Client as to the acceptability of substitute materials and equipment that are proposed by the contractor(s).



C. Construction Observations

1. **Site Civil Periodic Site Visits:** The Consultant will conduct ten (10) site visits (4 hour per visit) during the construction phase of the project to observe the work for general conformance to the plans, specifications and permit conditions. The Consultant shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The Consultant's efforts will be directed toward providing the Client with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. During such visits and on the basis of on-site observations, the Consultant shall keep the Client informed of the progress of the work, shall endeavor to protect the Client against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. The Consultant will provide a bullet format field report for each project visit. The report will summarize project observations as they relate to general conformance with the construction documents.
2. The Consultant will attend as many as four (4) bi-weekly construction progress meetings at the request of the Client for the successful administration, management, and technical execution of the Scope of Services. The agenda for each progress meeting will be determined by the Client. Meetings will be planned to last approximately one (1) hour.
3. **Substantial Completion:** Upon request of the Client, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site work for substantial completion and general compliance with the plans specifications and permit conditions. Based on the substantial completion site visit the Consultant will prepare one "punch list" listing any additional work to be completed for the site work.

D. Final Project Close Out

1. **Final Completion:** Upon request of the Client, and confirmation by the contractor that the "punch list" items have been completed, the Consultant will provide one (1) site visit (in addition to those described above) to review the construction site work for final completion and general compliance with the plans specifications and permit conditions (subject to any conditions therein expressed). The Consultant will prepare a memo notifying the Client that the work has been completed. The Consultant shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Consultant's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.
2. **Construction Certification of Completeness to Permitting Agencies:** Upon satisfactory completion of the work and submittal of satisfactory as-built drawings, inspection reports, tests, approvals, shop drawing, and other data by the contractor the Consultant will notify the permitting Agencies that the project has been completed and that based on our periodic site observations and information provided by the contractor that the project has been constructed in general compliance with the plans, specifications and permit conditions. The Consultant will note any significant deviations from the plans, specifications and permit conditions.



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Task 6 – Reimbursable Expenses

Direct reimbursable expenses such as express delivery services, travel, outside reproduction and duplication are included in this task. Mass reproduction for submittals and construction are not included. Out of state travel is not included. All permitting, application, and similar project fees will be paid directly by the Client. The fee for this task is meant to be an allowance. Backup documentation will be submitted with each invoice. The Client will be notified if additional fee is required to accommodate additional expenses above and beyond the fee specified in this task.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

1. Attendance at public hearings.
2. Permit applications, processing or expedition except as noted herein.
3. Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
4. Construction documents for elements outside of the identified project limits.
5. Structural design beyond those identified.
6. Environmental services beyond those identified.
7. Responses to agency comments beyond those outlined in this scope.
8. Threatened or Endangered species coordination or specific protected species surveys.
9. Any services not specifically identified and described in the above Scope of Services.
10. Irrigation services for wells, meters or timer clocks if irrigation systems are not existing or adequate.

TO BE PROVIDED BY CLIENT

The following items are to be provided to Stantec by the Client or the Client's Consultants:

- 1) As-built (record) drawings of all existing utilities within the project limits.
- 2) Underground utility location services to verify locations and depths of underground utilities.
- 3) All required geotechnical reports and recommendations.
- 4) All survey work, easement work and title searches, etc. will be performed by the City's Surveyors. Soils testing for foundation design will be provided by the City if necessary. Permit work other than that mentioned in the Scope of Services is not included. Bidding Services and/or production of bid documents are not included in the scope of this Work Order. Additional work to relocate utilities or miscellaneous structures is not included in this proposal. This proposal assumes that a field survey will be performed and provided to us in AutoCad format to utilize as a base sheet for the construction documents.
- 5) Coordination with residents and approvals for property rights (ie easements) will be handled by the City.
- 6) Authorization to represent the Client on permit applications.
- 7) Access to the site.
- 8) Proof of Ownership documentation needed for permitting.



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- 9) Permit application fees and plan review fees.
- 10) Any other existing information related to the project that may influence the scope of services noted above including but not limited to, budget, aesthetics and associated modifications or revisions.

SCHEDULE

Stantec will provide its services in an expeditious and orderly manner to meet the formal written schedule mutually agreed to by the Client and the Consultant for the various elements of the project. An anticipated schedule of deliverables is included herein.

FEE AND BILLING

C3TS Stantec will accomplish the services outlined in Tasks 1 through 5 for the Total Project Not-To-Exceed Budget of \$92,320.00. Additionally, a reimbursable task for permit fees, etc. shall be established with a budget not to exceed of \$1,500.00. None of the reimbursable fees shall be invoiced without prior consent of use and proper substantiating backup. Invoicing and payment will be in accordance with the terms and conditions of the consulting agreement between the City of Tamarac and Stantec dated August 24, 2011 and shall govern this agreement as applicable.

When possible, all permitting, application, and similar project fees will be paid directly by the Client. Reimbursable expenses shall only be used when needed to expedite processes as directed by the Owner. Expenses are in addition to the labor amount.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed and expenses incurred as of the invoice date. Payment will be due within 30 days of the date on the Stantec invoice.

Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter. The following task items represent a breakdown of the lump sum amounts for Stantec for reference:

NOT-TO-EXCEED FEES

Task	Description	Labor Fee	Sub-Consultant Fee
1	Data Collection	\$ 6,730.00	N/A
2	Project Design and Construction Documents	\$ 61,190.00	N/A
3	Government Agency Approval Assistance	\$ 6,490.00	N/A
4	Bidding Assistance	\$ 2,130.00	N/A
5	Construction Phase Services	\$ 15,780.00	N/A
Design, Permitting and CA Fees		\$ 92,320.00	

REIMBURSABLE FEES

6	Reimbursable Fees, Permits, Etc.	\$ 1,500.00
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TOTAL TASK AUTHORIZATION FEE **\$ \$93,820.00**



Stantec

CLOSURE

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return. Fees and time stated in this agreement are valid for sixty (60) days after the date of agreement by Stantec Consulting Services, Inc.

Stantec Consulting Services, Inc. appreciates the opportunity to submit this letter agreement. Please contact Terrance Glunt at (561) 487-3379 x 231 if you have any questions.

Respectfully Submitted,

STANTEC CONSULTING SERVICES, INC.

Terrance N. Glunt, P.E.
Principal

Cc: file

Agreed to this _____ day of _____, 2014

CITY OF TAMARAC
A Municipality

By: _____, City Manager

Michael C. Cernech, City Manager
(Print or Type Name)

Attest: _____, Witness

(Print or Type Name)

Official Seal:



Stantec Consulting Services, Inc.
Engineers - Architects - Planners
21301 Powerline Road
Boca Raton, Florida 33433
561) 487-3379 (Phone) - (561) 487-3466 (Fax)

MANHOUR ESTIMATES

~~TR 12548 Exhibit 1~~

Project No.: Stantec TBD
Name: Tamarac South Buffer Wall
City: of Tamarac, Florida - Task Authorization No. 14-15E

Date 5/19/2014

Stantec		561) 487-3379 (Phone) - (561) 467-3466 (Fax)		Date 3/19/2014		Running Total			
		Principal in Charge	Client Manager	Sr Project Manager	Project Manager	Technician	Clerical	TOTAL	Running Total
		Manhours	Manhours	Manhours	Manhours	Manhours	Manhours	Hours	Cost For Activity
		\$150.00	\$135.00	\$135.00	\$105.00	\$65.00	\$35.00		
Task 1.00	Data Collections	ENG	IC	MA	BH	TR	DS		
1.1	Initial Meetings	2	2					4	\$ 570.00
1.2	Data Collection								
1.2.1	Site Visits - Initial & Follow Up		1		4			8	\$ 960.00
1.2.2	Staff Meetings - Initial & Follow Up		2		2			4	\$ 480.00
1.2.3	Review of As-Builts / Survey Data		2		2			4	\$ 480.00
1.3	Field Testings/Utility Locates								
1.3.1	Geotechnical Coordination		2		1			4	\$ 480.00
1.3.2	Surveying Coordination - Specific Purpose and Topographic Survey		2		2			4	\$ 480.00
1.3.3	Utility Locate Coordination		4	8	8	8		28	\$ 2,980.00
1.3.4	Specific Purpose Survey - N/A								
1.3.5	Geotechnical Investigation - N/A								
1.4	Analysis of Collected Data								
1.4.1	Geotechnical Analysis	2						2	\$ 300.00
SUBTOTALS		4	18	8	20	8	0	58	\$ 6,730.00
Task 2.00	Project Design and CD's								
2.1	Preliminary Design								
2.1.1	Design Analysis	2	16	40	24			82	\$ 10,380.00
2.1.2	Plan production		12	40	40	80		174	\$ 16,720.00
2.2	Review and Comment							4	\$ 600.00
2.3	Final Design								
2.3.1	Plan Production	2	12	40	40			174	\$ 16,720.00
2.3.2	Technical Specifications	2	8	8			8	26	\$ 2,740.00
2.3.3	Opinion of Probable Cost	2	8	8		8		26	\$ 2,980.00
2.3	Landscape and Irrigation								
2.3.1	Plan Production	2	4	8	11	20		42	\$ 4,060.00
2.3.2	Technical Specifications	2		4			4	12	\$ 1,250.00
2.3.3	Opinion of Probable Cost		2	2		2		6	\$ 670.00
2.4	Quality Control/Quality Assurance								
2.4.1	Final Staff Review							6	\$ 900.00
2.4.2	Modifications		1	4	4	16		28	\$ 2,540.00
2.5	Submit Final Plans		2		8	8		18	\$ 1,630.00
SUBTOTALS		24	70	154	124	214	12	598	\$ 61,190.00
Task 3.00	Government Agency Approval Assistance								
3.1	Permitting								
3.1.1	Coordination with FDOT	4	4	4			4	16	\$ 1,820.00
3.1.2	Broward County Tree and ERP permits, City Engineering Dept. permit	1	4	16	16		4	41	\$ 4,670.00
SUBTOTALS		5	148	328	264	428	32	1253	\$ 6,490.00
Task 4.00	Bidding Assistance								
4.1	Construction Administration								
4.1.1	Bidding Assistance		4	4				14	\$ 1,520.00
4.1.2	Bid Evaluation		4					6	\$ 610.00
SUBTOTALS		2	8	4	0	0	0	2266	\$ 2,130.00
Task 5.00	Construction Phase Services								
5.1	Construction Administration								
5.1.1	Shop Drawings		2	4	4			10	\$ 1,230.00
5.1.2	RFT's		4	8	8			20	\$ 2,460.00
5.1.3	Site Inspections		12	32	8			52	\$ 6,780.00
5.1.4	Project Meetings	4	16					20	\$ 2,760.00
5.1.5	Administrative Support		1		8		8	20	\$ 1,660.00
5.1.6	Final Certification		4		2		1	10	\$ 890.00
SUBTOTALS		4	42	44	30	0	12	2418	\$ 15,780.00
Hourly Totals		61	208	380	314	436	44	3729	

LABOR COST, TOTAL	\$ 92,320.00
SUBCONSULTANT FEES - SURVEYING NONE- See Above	\$ -
SUBCONSULTANT FEES (GEOTECHNICAL SERVICES NONE) - See Above	\$ -
REIMBURSABLE ALLOWANCE (permit fees)	\$ 1,500.00
TOTAL PROPOSED COMPENSATION	\$ 93,820.00



Title - Update on Signage Program







Update on Signage Program - ***Community Development Director Maxine Calloway and Planning and Zoning Manager Frank Zickar***



Title - TR12550 - Land Development Ordinance & Master Plan Update Agreement

Item No. 6 (f) on the Consent Agenda. (TR12550) Resolution of the City Commission of the City of Tamarac, Florida, approving the award of Request for Proposal #14-17R, and execution of an agreement to provide Land Development Regulation Re-write & Comprehensive Plan update services to Clarion Associates, LLC in the amount of \$175,925, authorizing an appropriation of \$175,925; providing for conflicts; providing for severability; and providing an effective date. - **Community Development Director Maxine Calloway**

ATTACHMENTS:

Description	Upload Date	Type
 TR12550 - Memo	9/24/2014	Cover Memo
 TR12550 - Resolution Draft	9/24/2014	Resolution
 TR12550 - Exhibit 1 - RFP 14-17R	9/15/2014	Exhibit
 TR12550 - Exhibit 2 - Clarion Proposal	9/15/2014	Exhibit
 TR12550 - Exhibit 3 - Final Ranking Scores	9/15/2014	Exhibit
 TR12550 - Exhibit 4 - Clarion Agreement	9/15/2014	Exhibit

CITY OF TAMARAC
INTEROFFICE MEMORANDUM (14-09-006M)
COMMUNITY DEVELOPMENT

TO: Michael C. Cernech,
City Manager

DATE: September 15, 2014

FROM: Maxine Calloway,
Director of Community Development

RE: TR # 12550: Awarding of
contract for RFP 14-17R,
Consultant Services for Land
Development Regulations
Rewrite and Comprehensive
Plan Update

Recommendation: The Director of Community Development recommends that the Mayor and City Commission approve the contract award for Land Development Regulations Rewrite and Comprehensive Plan Update services to Clarion Associates at its October 8th, 2014 meeting.

Issue: The City's Land Development Regulations ("LDRs") is antiquated and outdated with portions not updated since 1975. A comprehensive rewrite is necessary to address deficiencies and conflicts contained within the Code, allowing the City to respond not only to the built environment, but to the new evolving needs of the community.

Background: Several key components of the Land Development Regulations, such as platting, zoning, landscaping and signs, are dispersed throughout the Code of Ordinances in four different chapters, which makes administration and application of the Code difficult. Major provisions, such as Rezoning, Land Use Plan Amendments and Special Exceptions are lacking application standards to enable staff to sufficiently process certain Quasi-Judicial applications. In addition, the existing outdated Code lacks definitions and uses that are integral to the daily processing of applications. The Code contains multiple zoning designations with uses that are duplicated and unnecessary in a City of this size.

A re-write would provide a set of regulations designed to respond not only to the built environment, but to the new evolving needs of the community. It would compile all land development related regulations into one chapter while repealing all other references in its entirety. The rewrite would also address the deficiencies that currently exist, while updating the Code to respond to the current and future needs of our community.

In an attempt to address the issues outlined above, the City issued a Request for Proposal on April 27th, 2014 to which six firms responded. Qualified responses were received from Calvin, Giordano and Associates, Keith & Schnars, Bell David Planning Group, Clarion Associates, Gray Robinson PA and The Mellgren Planning Group. Three (3) of the six (6) respondents (Calvin Giordano and Associates, Clarion Associates and Mellgren Planning Group) were scheduled for oral presentations on July 21, 2014. The Evaluation Committee consisted of Maxine Calloway, Director of Community Development, John Doherty, City Engineer and Assistant Public Works Director, Frank Zickar, Planning and Zoning Manager, Claudio Grande, Building Director, Scott Krajewski, Code Compliance Manager, and Robert Johnson III, Associate Planner, and was facilitated by Buyer Steven Beamsderfer. Following the presentations, the Evaluation Committee unanimously selected Clarion Associates ("Clarion") as the highest ranked respondent.

Clarion's selection was primarily based on their vast experience in drafting development codes on a national level. Drafting development codes is the core practice area of the firm. The firm and its principles have drafted over 120 land development codes in communities throughout Florida and the nation, many for medium sized cities such as Tamarac and mature built-out communities in large metropolitan areas. Clarion is considered the national leaders in zoning best practices and sustainability. The Clarion team are working on and have written and spoken about zoning best practices for mixed-use development, parking, transportation oriented development (TOD), form based codes, landscaping, lighting, aesthetic controls, and planned development districts (PUDs) across the nation.

The firm has a tremendous amount of experience in designing regulations for built communities such as Tamarac, that supports and encourages preferred forms of infill and redevelopment that is compatible with its context. In addition, their work in rewriting codes on a national level has received recognition and awards, one specifically from the National American Planning Association. Clarion has just completed the comprehensive rewrite of the Pompano Beach Land Development Regulations and is currently completing the rewrite for the City of Daytona Beach Land Development Regulations.

Analysis: The steady rate of development occurring over the last two decades has resulted in a City that is almost entirely "built out". With less than 2% of Tamarac total land area as vacant and no opportunities to annex additional undeveloped properties, future development in the City will primarily occur as redevelopment of existing sites, or as infill development. Redevelopment in Tamarac currently relies heavily on the variance process rather than on standards prescribed by the LDRs.

In the nearly four decades since the comprehensive establishment of the Zoning Ordinance, much has changed regarding land development; however, the Ordinance has remained largely intact. The periodic amendments made to account for changing conditions and emerging uses or issues have occurred in a piecemeal manner. This approach has affected consistency and clarity within the regulations and has given rise to the need for numerous explanatory interpretations.

The absence of a more substantial and comprehensive update to the LDRs have also hindered issues ranging from the day-to-day administration of the ordinance to advancing the more progressive approaches to development that we are now seeing with new applications that are being submitted.

This project is also a result of a recently completed Redevelopment Study ("Study") of the major commercial corridors within the City that was initiated in 2012. The goals of that original Study were as follows:

- Position the City of Tamarac's commercial areas to be more competitive for redevelopment opportunities.
- Identify current and future market demand within the City's commercial areas.
- Identify the ten-year potential for key uses and activities within the City.

As a result of this Study it was recommended that the City make substantial changes to its current Land Development Regulations and update its existing Comprehensive Plan to provide the necessary platform to take these goals to fruition.

The new Land Development Regulations and limited update to the Comprehensive Plan would reflect the changing Tamarac environment since the last comprehensive Zoning Ordinance rewrite in 1975 and would address the following objectives.

- Provide a more predictable set of land use regulations for the community, developers, and City Officials by increasing the reliance on provisions in the ordinance instead of legislative special approvals.
- Ensure that the new Land Development Regulations implements the recommendations of the City's adopted Comprehensive Plan and Commercial Arterial Redevelopment Study.
- Ensure that the updated Comprehensive Plan implements the recommendations of the City's adopted Commercial Arterial Redevelopment Study.
- Integrate all zoning ordinances related to land development standards and regulations into the new LDRs and ensure consistency with local, state and federal laws and regulations.
- Update standards and application criteria in the new LDRs and provide for clear definitions for uses to avoid frequent and extensive interpretations.
- Incorporate hybrid or composite zoning provisions to address form and design, where appropriate
- Ensure that the new Land Development Regulations will include provisions that will help the City achieve high quality infill and redevelopment projects that are consistent with the context of existing development in the area.
- Eliminate outdated, unclear or contradictory language and the need for frequent and extensive interpretations.
- Include mixed use and reduce the multiple business districts within the City that will help the City to achieve a high quality infill and redevelopment projects.
- Support sound and responsible economic development, multimodal transportation, and a sustainable built and natural environment.
- Update the Zoning Map.

City support of this initiative is consistent with the City's Strategic Plan, Goal #5:

"The City of Tamarac will provide resources, initiatives and opportunities to continually revitalize our community and preserve the environment".

Fiscal Impact: The cost for the proposal is \$175,925.00. An appropriation of \$175,925 will be required to fund this agreement and will be included in the first budget amendment for FY 2015 pursuant to F.S. 166.241(2).

Maxine Calloway,
Community Development Director

Attachments: Temporary Resolution No. 12550
Exhibit "1" – Land Development Rewrite & Comprehensive Plan
Update/RFP 14-17R
Exhibit "2" - Clarion & Associates Proposal
Exhibit "3" – Synopsis of Evaluation 14-17R with Scores
Exhibit "4" – Contract Land Development Regulations Rewrite &
Comprehensive Plan Update Agreement

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014 - _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, APPROVING THE AWARD OF REQUEST FOR PROPOSAL #14-17R, AND EXECUTION OF AN AGREEMENT TO PROVIDE LAND DEVELOPMENT REGULATION RE-WRITE & COMPREHENSIVE PLAN UPDATE SERVICES TO CLARION ASSOCIATES, LLC IN THE AMOUNT OF \$175,925, AUTHORIZING AN APPROPRIATION OF \$175,925; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Tamarac desires to encourage and promote economic development within the City; and

WHEREAS, the steady rate of development occurring over the last two decades has resulted in a City that is almost entirely “built out”; and

WHEREAS, less than 2% of the total land area in Tamarac is vacant and there are no opportunities to annex additional undeveloped property; and

WHEREAS, future development in the City will primarily occur as redevelopment of existing sites, or as infill development; and

WHEREAS, redevelopment in Tamarac currently relies heavily on the variance process rather than on standards prescribed by the current Land Development Regulations; and

WHEREAS, the City’s current Land Development Regulations are outdated, and some sections have not been updated since 1975; and

WHEREAS, a recently completed Redevelopment Study of the major commercial corridors within the City that was initiated in 2012 identified the following goals: 1) Position the City of Tamarac’s commercial areas to be more

competitive for redevelopment opportunities, 2) Identify current and future market demand within the City's commercial areas and 3) Identify the ten-year potential for key uses and activities within the City; and

WHEREAS, as a result of this study it was recommended that the City make substantial changes to its current Land Development Regulations and update its existing Comprehensive Plan to provide the necessary platform to take these goals to fruition; and

WHEREAS, in response to this recommendation City staff developed a Request for Proposal (RFP) #14-17R that was formally advertised on the City's web-site and in the South Florida Sun Sentinel on April 27, 2014, a copy of which is included herein as Exhibit "1" (attached hereto, incorporated herein, and made a specific part thereof); and

WHEREAS, the City received responses from the following six (6) firms:

- Keith and Schnars, P.A.
- Bell David Planning Group, Inc.
- Calvin, Giordano & Associates, Inc.
- Clarion Associates, LLC
- Gray Robinson, P.A.
- The Mellgren Planning Group;

and

WHEREAS, the Evaluation Committee facilitated by the Purchasing and Contracts Division Buyer, and comprised of the Director of Community Development, the Chief Building Official / Building Department Director, the Assistant Director of Public Services / City Engineer, the Planning and Zoning

Manager, the Code Enforcement Manager and the Associate Planner reviewed all of the proposals and shortlisted the following three (3) firms to provide oral presentations to the Committee:

- Calvin, Giordano & Associates, Inc.
- Clarion Associates, LLC
- The Mellgren Planning Group;

and,

WHEREAS, the Evaluation Committee ranked that the proposal submitted by Clarion Associate as the highest ranked response, a copy of said response is included herein as Exhibit "2" (attached hereto, incorporated herein, and made a specific part thereof), with a synopsis of all rankings included herein as Exhibit "3" (attached hereto, incorporated herein, and made a specific part thereof); and

WHEREAS, negotiations have been completed with Clarion Associates, LLC; and

WHEREAS, City staff and Clarion Associates, LLC. have agreed upon a contract price of \$175,925 for the project with pricing provided for additional optional services if required in the future; and

WHEREAS, an appropriation of \$175,925 will be required to fund this agreement and will be included in the first budget amendment for FY 2015 pursuant to F.S. 166.241(2); and

WHEREAS, it is the recommendation of the Evaluation Committee and the Purchasing and Contracts Manager to award RFP #14-17R to Clarion Associates, LLC to re-write the City's current Land Development Regulations and update its existing Comprehensive Plan for a contract price of \$175,925; and

WHEREAS, it is recommended that the appropriate City Officials execute an Agreement with Clarion Associates, LLC; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to award RFP #14-17R to Clarion Associates, LLC to re-write the City's current Land Development Regulations and update its existing Comprehensive Plan for a contract price of \$175,925; a copy of said Agreement is included herein as Exhibit "4" (attached hereto, incorporated herein, and made a specific part thereof).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: the award of RFP #14-17R to Clarion Associates, LLC is hereby approved.

SECTION 3: The appropriate City officials are hereby authorized to execute an Agreement with Clarion Associates, LLC. to re-write the City's current Land Development Regulations and update its existing Comprehensive Plan for a contract price of \$175,925, a copy of said agreement is attached hereto as Exhibit "4",

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this day of , 2014.

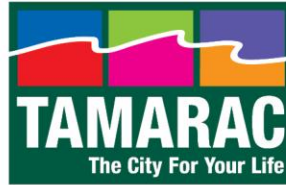
HARRY DRESSLER,
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as to
form.

SAMUEL S. GOREN,
CITY ATTORNEY

**PURCHASING AND
CONTRACTS DIVISION****Date: April 24, 2014****RFP NO. 14-17R****REQUEST FOR PROPOSALS
RFP 14-17R****ALL QUALIFIED PROPOSERS:**

Sealed Proposals, addressed to the Purchasing and Contracts Manager of the City of Tamarac, Broward County, Florida, will be received in the Purchasing Office, 7525 NW 88th Avenue, Tamarac, Florida 33321-2401 until **2:00 PM local time, May 21, 2014.**

**LAND DEVELOPMENT REGULATION RE-WRITE & COMPREHENSIVE
PLAN UPDATE SERVICES**

The City is soliciting proposals on behalf of the Community Development Department to obtain the services of a qualified firm to provide Land Development Regulation Re-write and Comprehensive Plan Update Services.

Sealed Proposals must be received and time stamped in the Purchasing Office, either by mail or hand delivery, **on or before the date and time referenced above.** Any Proposals received **after** 2:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer. Official time will be measured by the time stamp in the Purchasing Office.

City reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more Proposers, or take any other such actions that may be deemed to be in the best interests of the City.

Proposal documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

Steven Beamsderfer, CPPB
Buyer

Publish Sun-Sentinel: Sunday, April 27, 2014

"Committed to Excellence...Always."

TAMARAC.ORG

REQUEST FOR PROPOSALS**RFP 14-17R****LAND DEVELOPMENT REGULATION RE-WRITE & COMPREHENSIVE PLAN
UPDATE SERVICES**

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible Proposers and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City is soliciting proposals on behalf of the Tamarac Community Development Department to obtain the services of a qualified firm with proven experience evaluating, writing and implementing zoning and land development ordinances to undertake a two-stage project which includes the comprehensive Re-write of the City's current Land Development Regulations and to update the City's current Comprehensive Plan. The selected Consultant shall have specific experience with zoning ordinance codification, preparing zoning maps and land development regulation illustrations, conducting public participation processes, and developing training materials for planning and zoning staff, the development community, and the public. In addition, the selected Consultant will have demonstrated knowledge of: innovative zoning techniques, best practices in city planning, architectural and urban design, land development regulations administration and enforcement, zoning and land use law, comprehensive planning, and sustainable development models. The Project will include a complete update to the official zoning map.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing at (954) 597-3570 or Ms. Maxine Calloway, at (954) 597-3542. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

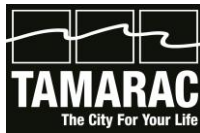
It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to purchasing@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	April 27, 2014
Deadline for Written Questions	May 8, 2014
Deadline for Receipt of Proposals	May 21, 2014
Evaluation of Proposals	May 22 - 28, 2014
Presentations by Short-listed Proposers (if applicable)	May 29, 2014
Final Ranking of Firms	May 30, 2014
Anticipated Award by Commission	June 25, 2014

All dates are tentative. City reserves the right to change scheduled dates.



IV. INSTRUCTIONS TO PROPOSERS & STANDARD TERMS AND CONDITIONS

RFP 14-XXR

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. AUTHORITY AND GENERAL TERMS AND CONDITIONS

- 1.1 This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the [City of Tamarac Charter](#); and Chapter 6 "Finance and Taxation",

Article V, the [Tamarac Procurement Code](#).

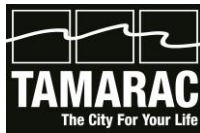
- 1.2 These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Proposers are defined as follows:

- 2.1 **"Offeror"** - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 **"Proposer"** - one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 **"Successful Proposer"** - the qualified, responsible and responsive Proposer to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 **"City"** - the City of Tamarac, a municipal corporation of the State of Florida.

- 2.5 **"Proposal Documents"** - the Request for Proposals, Instructions to Proposers, Proposer's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Proposer's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).
- 2.6 **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.
3. **SPECIAL CONDITIONS**
- Where there appears to be variances or conflicts between the General Terms and Conditions and any Special Conditions (if included) and/or Statement of Work outlined in this proposal, the Special Conditions and/or the Statement of Work shall prevail.
4. **EXAMINATION OF CONTRACT DOCUMENTS AND SITE**
- 4.1. Before submitting a Proposal, and if applicable to the project, each Proposer must visit the site to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Proposer's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Purchasing and Contracts Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.
- 4.2. The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having examined the facilities and equipment (if applicable); is familiar with the nature and extent of the work and any local conditions that may affect the work, and is familiar with the equipment, materials, parts and labor required to successfully perform the work.
5. **OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS**
- 5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.
- 5.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the requirements in every respect.
6. **INTERPRETATIONS AND ADDENDA**
- If the Proposer is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Proposer shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an



interpretation or clarification will be made.

7. COSTS AND COMPENSATION

- 7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.
- 7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

- 8.1 **Firm Pricing:** Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.
- 8.2 **Prompt Payment Discounts:** Where applicable, Proposer is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.

***** **IMPORTANT NOTE*******

- 8.3 **Payments by Electronic Funds Transfer:** ALL payments by the

City will be made by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued after that date. Vendors must register for direct deposit with the City prior to receiving any payments by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

9. NON-COLLUSIVE AFFIDAVIT

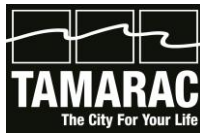
Each Proposer shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Proposer to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

11. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or



any of its branches or affiliate companies.

12. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a technical proposal, cost proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Proposer's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive.

- 12.1 Technical Proposal & Work Plan that addresses consultant's professional qualifications and understanding of the project in accordance with section VII.A "Evaluation Method And Criteria".
- 12.2 Cost Proposal (See "Proposal Form" herein)
- 12.3 Project schedule which includes a breakdown of estimated hours to be worked by each of your project team members
- 12.4 Certification Forms
- 12.5 Certified Resolution Form (or firm's own Corporate Resolution)
- 12.6 Proposer's Qualifications Statement Form & References
- 12.7 Vendor Drug Free Workplace Form
- 12.8 Non-Collusive Affidavit Form
- 12.9 Proof of applicable insurance.
- 12.10 Listing of any Sub-consultants or Subcontractors to be utilized.
- 12.11 The most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

13. SUBMISSION OF PROPOSALS

- 13.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Proposer should be initialed.
- 13.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 13.3 Proposals must contain a manual

signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.

- 13.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 13.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 13.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 13.7 Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Proposer and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
- 13.8 In accordance with Florida Statutes, Chapter §119.07(1)(a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute

§119.07(t).

- 13.9 All Proposals received from Proposers in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.

- 13.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.

- 13.11 Electronic Media Submission: The City may require that machine readable information and data, including computer assisted drafting designs (AutoCAD files) be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

14. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 14.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority. Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the Proposal

opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.

- 14.2 If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Proposer may withdraw its Proposal and any bid security will be returned. Thereafter, the Proposer will be disqualified from further bidding on the subject Contract.

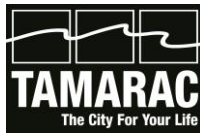
15. REJECTION OF PROPOSALS

- 15.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Proposer, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

- 15.2 City reserves the right to reject the Proposal of any Proposer if City believes that it would not be in its best interest of to make an award to that Proposer, whether because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

16. QUALIFICATIONS OF PROPOSERS

- 16.1 Proposals will be considered from



firms normally engaged in providing the service requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

16.2 Each Proposer shall complete the Proposer's Qualifications Statement and submit the form with the Proposal. Failure to submit the Proposer's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

16.3 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

16.4 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.

16.5 The City reserves the right, before recommending any award, to inspect the facilities, equipment and organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

16.6 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply

competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

17. INSURANCE

17.1 Proposer agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Proposer, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

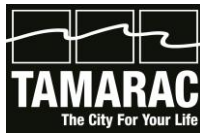
17.2 Proposer shall obtain at Proposer's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Proposer shall maintain such insurance in full force and effect during the life of this Agreement. Proposer shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.

17.3 Proposer shall indemnify and save the City harmless from any damage resulting to it for failure of either Proposer or any Sub-Proposer to obtain or maintain such insurance.

17.4 The following are required types and minimum limits of insurance coverage, which the Proposer agrees to maintain during the term of this contract:

Line	of	Occurrence	Aggregate
Business/ Coverage			
Commercial		\$1,000,000	\$1,000,000
General Liability			

Including:



Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard

17.11 The Successful Proposer agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest
Clause

18. INDEMNIFICATION

18.1 GENERAL INDEMNIFICATION:

Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

Automobile Liability **\$1,000,000** **\$1,000,000**
Workers' Compensation & Employer's Liability **Statutory**

17.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

17.6 Neither Proposer nor any Sub-Proposer shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Proposer will ensure that all Sub-Proposers will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.

17.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

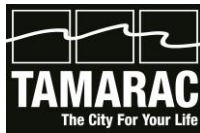
17.8 The Proposer's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Proposer's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.

18.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

17.9 The Proposer shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Proposer purchase a bond to cover the full amount of the deductible or self-insured retention.

18.3 The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

17.10 The Proposer shall provide professional services under this Agreement, the Proposer must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.



18.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

19. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

20. WARRANTIES

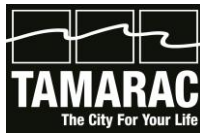
- 20.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Proposer is a party.
- 20.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 20.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 20.4 All warranties made by Successful Proposer together with service warranties and guarantees shall run to City and the successors and assigns of City.

21. COPYRIGHTS OR PATENT RIGHTS

The Proposer warrants that there has been no violation of copyrights or patent rights in the preparation of any deliverables as a result of this proposal. The proposer agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

22. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

23. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Proposer shall examine all proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Proposer shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Proposal due date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who**

registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.****

24. TAXES

Successful Proposer shall pay all applicable sales, consumer use and other similar taxes required by law.

25. PERFORMANCE

Failure on the part of the Proposer to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

26. TERMINATION FOR CAUSE AND DEFAULT

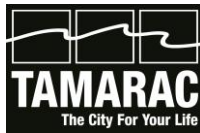
In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Proposer neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

27. TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Proposer for such termination in which event the Successful Proposer shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Proposer abandons this Agreement or causes it to be terminated, the Successful Proposer shall indemnify the city against loss pertaining to this termination.

28. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.



29. RECORDS / AUDITS

- 29.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 29.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
- 29.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- 29.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 29.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.
- 29.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce any available contract remedies in force including termination of the Agreement.
- 29.3 During the term of the contract, the Contractor shall maintain all books, reports and records in accordance

with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

30. ASSIGNMENT

- 30.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.
- 30.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Proposer shall thereupon cease and terminate.

31. EMPLOYEES

- 31.1 Employees of the successful Proposer shall at all times be under its sole direction and not an employee or agent of the City.
- 31.2 **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the Contractor as well

32. TAXES

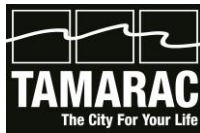
The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

33. GOVERNING LAW:

The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.

34. FORM AGREEMENT DOCUMENT

The City may attach as a part of this



solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.

35. INFORMATION REQUESTS AFTER DUE DATE

Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.

36. OWNERSHIP OF PRELIMINARY AND FINAL RECORDS

All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

37. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for

the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

38. CONTINGENT FEES PROHIBITED

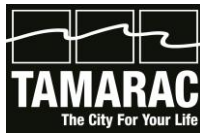
The proposing firm must warrant that it has not employed or retained a company or person, other than a bona fide employee, contractor or subcontractor, working in its employ, to solicit or secure a contract with the City, and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee, contractor or sub-consultant, working in its employ, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the City.

39. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: Tamarac Procurement Code Section 6-156.)

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V. STATEMENT OF WORK

A. Background

The City of Tamarac, Florida (pop. 61,102) is now accepting proposals to Re-write the City's current Land Development Regulations and to update the City's current Comprehensive Plan. The City's Land Development Regulations (LDRs) is antiquated and outdated with portions not updated since 1975. Several key components of the LDRs such as platting, zoning, landscaping and signs, are dispersed throughout the Code of Ordinances in multiple Chapters, which makes administration and application of the Code difficult. The standards for special exceptions, variances, land use amendments and rezoning applications are not fully established in the Code. Definitions are vague and in some cases lacking, which leads to discretionary interpretations that are not always consistent.

The steady rate of development occurring over the last two decades has resulted in a City that is almost entirely "built out". With less than 2% of Tamarac total land area as vacant and no opportunities to annex additional undeveloped property, future development in the City will primarily occur as redevelopment of existing sites, or as infill development. Redevelopment in Tamarac currently relies heavily on the variance process rather than on standards prescribed by the LDR.

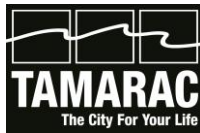
In the nearly four decades since the comprehensive establishment of the Zoning Ordinance, much has changed regarding land development; however, the Ordinance has remained largely intact. The periodic amendments made to account for changing conditions and emerging uses or issues have occurred in a piecemeal manner. This approach has affected consistency and clarity within the regulations and has given rise to the need for numerous explanatory interpretations.

The absence of a more substantial and comprehensive update to the LDRs have also hindered issues ranging from the day-to-day administration of the ordinance to advancing the more progressive approaches to development that we are now seeing with new applications that are being submitted.

This project is also a result of a recently completed Redevelopment Study of the major commercial corridors within the City that was initiated in 2012. The goals of that original study were as follows:

- Position the City of Tamarac's commercial areas to be more competitive for redevelopment opportunities.
- Identify current and future market demand within the City's commercial areas.
- Identify the ten-year potential for key uses and activities within the City.

As a result of this study it was recommended that the City make substantial changes to its current Land Development Regulations and update its existing Comprehensive Plan to provide the necessary platform to take these goals to fruition. (A draft copy of the study report is attached as **Exhibit A**. The study has not yet been published in final form).



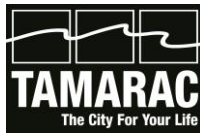
B. Project Objectives and Purpose:

The purpose of the Project is to rewrite the Land Development Regulations for the City of Tamarac, including a new zoning map, as well as providing limited updates to the City's Comprehensive Plan. Tamarac's goal is to develop a clear and user-friendly Land Development Regulations that is consistent with the City's plans and policies. The new Land Development Regulations and limited update to the Comprehensive Plan would reflect the changing Tamarac environment since the last comprehensive Zoning Ordinance rewrite in 1975 and would address the following objectives.

- Provide a more predictable set of land use regulations for the community, developers, and City Officials by increasing the reliance on provisions in the ordinance instead of legislative special approvals.
- Ensure that the new Land Development Regulations implements the recommendations of the City's adopted Comprehensive Plan and Commercial Arterial Redevelopment Study.
- Ensure that the updated Comprehensive Plan implements the recommendations of the City's adopted Commercial Arterial Redevelopment Study.
- Integrate all zoning ordinances related to land development standards and regulations into the new LDRs and ensure consistency with local, state and federal laws and regulations.
- Update standards and application criteria in the new LDRs and provide for clear definitions for uses to avoid frequent and extensive interpretations.
- Incorporate hybrid or composite zoning provisions to address form and design, where appropriate
- Ensure that the new Land Development Regulations will include provisions that will help the City achieve high quality infill and redevelopment projects that are consistent with the context of existing development in the area.
- Eliminate outdated, unclear or contradictory language and the need for frequent and extensive interpretations.
- Include mixed use and reduce the multiple business districts within the City that will help the City to achieve a high quality infill and redevelopment projects.
- Support sound and responsible economic development, multimodal transportation, and a sustainable built and natural environment.
- Update the Zoning Map.

C. Scope of Work

The following tasks shall be completed by the Consultant to prepare the comprehensive re-write of the City of Tamarac Land Development Regulations and the update to the City's Comprehensive Plan. :



1. Project Orientation:

At the outset of the Project, the Consultants shall meet with City staff for a project orientation meeting in order to provide an understanding of project goals, and the project schedule and timeline, specific issues, City policies, interagency interaction, opportunities and/or problems relating to growth and development within the City. The Consultant shall be responsible for reviewing and understanding the City's Comprehensive Plan, Commercial Arterial Redevelopment Study and other City plans and policies as identified by the City, and all relevant and applicable local, state and federal laws.

2. Public Participation Process:

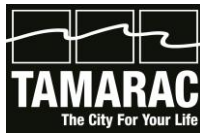
The Consultant shall propose a broad-based public participation process that specifies how and when the public (including homeowners associations, businesses, the development community and other interested parties) will be engaged throughout the Project. The Consultant shall specify the methods it will use to achieve meaningful public participation in the Project. The Consultant shall also provide a public participation timeline that identifies key points at which the public will be involved, and how that involvement will occur, how and when materials will be available and presented to the public. The Consultant shall consider multiple means of obtaining input both during and outside of identified meetings.

3. Issue Identification:

The Consultant shall describe its approach for gathering broad-based input about the existing Land Development Regulations, Zoning Map and Comprehensive Plan. City staff, the Planning Board, City Commission and Committees, general public and stakeholders, and others should be asked for their input concerning the current LDRs requirements, administration procedures, deficiencies, suggested changes and implementation procedures. The Consultant shall also inquire about the perceived strengths and weaknesses of the existing Comprehensive Plan as a guide to implementing a new LDRs and zoning map. The Consultant shall prepare a draft and final memorandum that summarizes the input gathered during the issue identification process.

4. Land Development Regulations and Zoning Map Analysis:

The Consultant shall complete a technical analysis and evaluation of Tamarac's current Land Development Regulations which includes the zoning code, landscape code, plat regulations, signage code and several other chapters within the Code of Ordinances, as well as the City's zoning map. This analysis and evaluation shall be made against the backdrop of issues identified in the issue identification process, applicable federal, state and local laws, the Consultant's experience with or knowledge of best practices in other communities, and the Consultant's knowledge of innovative zoning and land use practices such as hybrid zoning codes i.e. codes that incorporate form-based and conventional land use-based provisions) and form-based



codes, including traditional neighborhood development ordinances.

The technical analysis and evaluation shall assess the strengths and weaknesses of the existing Land Development Regulations in terms of structure, organization, clarity, ease and use, existing zoning districts and district standards, regulations of general applicability, definitions, and zoning code procedures. Further, the analysis and evaluation shall include the Consultant's findings regarding how well the current Land Development Regulations is integrated with the City's Comprehensive Plan.

The Consultant shall provide a summary of consistencies or inconsistencies between the current Land Development Regulations and map and the City's Comprehensive Plan and Commercial Arterial Redevelopment Study to determine the appropriate regulatory frameworks for implementation. Part of this analysis shall include the review of the City's current Zoning Map to identify areas of the City where there are too many zoning districts for a City of this size as well as whether there is a mismatch between the zoning district designation and the desired land use designation as recommended by the Comprehensive Plan

5. Annotated Outline:

The Consultant shall identify and discuss new zoning concepts and approaches for potential inclusion in the draft Land Development Regulations, with special attention given to addressing the project objectives and purpose and the results of the issue identification and zoning code analysis tasks. Based on this discussion, the Consultant shall prepare an annotated outline that includes a chapter by chapter detailed description of the proposed new Land Development Regulation, and overview of the proposed structure and substance of the new LDRs, a discussion of new zoning district options, and a commentary explaining the rationale for the recommended approach to drafting the new LDRs.

The annotated outline shall include examples of how the new LDRs would be used to implement the recommendations of the updated Comprehensive Plan and the Commercial Arterial Redevelopment Study. The annotated outline shall also include recommendations for potential revisions to the City's Zoning Map and Comprehensive Plan. The Consultant shall present the annotated outline to City staff, the Planning Board, other City boards and commission, and others for review and comment. After obtaining general agreement on the contents of the initial draft of the annotated outline, the Consultant shall provide the City with a final annotated outlined based on the comments received.

6. Draft Land Development Regulations and Comprehensive Plan:

The Consultant shall prepare a draft Land Development Regulations and Updated Comprehensive Plan that is based on the final annotated outline. The draft shall reflect the project objectives and the issue identification and Land Development Regulations analysis tasks above. The Consultant shall

describe its approach to incorporating the project objectives and purpose into the draft. After initial review and comments by the City, Staff and the Planning Board, the draft shall be widely distributed for review and comment. The Consultant shall propose an approach for soliciting broad-based input about the drafts from City boards, commissions and committees; the general public, homeowner associations, stakeholders and others. The Consultant in consultation with the City shall be responsible for arranging and facilitating all public meetings.

The draft LDRs shall be presented in distinct modules that will permit easy review. At the Consultant's option, these may be grouped into the following divisions: (a) definitions; (b) general provisions; (c) zoning district regulations; (d) development standards; and (e) administration and enforcement. The Consultant may present an alternative approach to presenting the draft for review and comment. The draft shall include use of graphic, tables, flow charts, matrices and other methods for facilitating easy use and understanding of the Code. The draft Updated Comprehensive Plan shall only include those updates necessary for the implementation of the Commercial Arterial Redevelopment Study.

The Consultant's proposal shall include the projected number of meetings/presentations/workshops, etc. that will be conducted by Consultant in order to gather input and complete reviews and revisions of the draft documents. These meetings,/presentations, etc. are anticipated to be part of the development of a consensus public hearing draft Land Development Regulations and Updated Comprehensive Plan document.

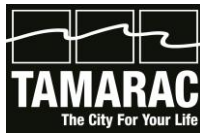
The Consultant shall describe its approach to conducting the draft Land Development Regulations evaluation, testing and revision process. It is expected that the draft will have rounds of drafting, circulation, revisions, testing, evaluation and recirculation. The Consultant is expected to test the draft to identify effectiveness, appropriateness, practical problems, and other inadvertent impacts. At this stage in the Land Development Regulations rewrite project, it is not expected that the Consultant will prepare a zoning map, but Consultant shall provide a working map that shows how the zoning districts will be mapped for representative sub-areas of the City consistent with the draft Land Development Regulations.

7. Draft Zoning Map:

The Consultant shall prepare a draft citywide Zoning Map that applies and includes the new zoning districts being proposed as a part of the draft Land Development Regulations. The Consultant shall provide a draft citywide map that show where the proposed zoning districts are recommended. The City will prepare the final electronic version of the draft citywide Zoning Map.

8. Public Hearing Draft LDRs, Updated Comprehensive Plan and Zoning Map:

After City staff, Planning Board and public consideration and evaluation of



the discussion draft LDRs, updated Comprehensive Plan and map, the Consultant shall prepare an executive summary explaining the public hearing drafts and map and changes from the discussion drafts and map, including the rationale for such changes. The executive summary will be distributed to the general public prior to the public hearing. This material shall be available at least one (1) month in advance of the public hearing.

9. Attend Public Hearings and Revise LDRs, Comprehensive Plan and Map:

The Consultant shall present the public hearing drafts of the proposed LDRS, Updated Comprehensive Plan and map at one or more public hearings of the Planning Board, explain its contents, respond to questions and revise the LDRs, Comprehensive Plan and map as directed by the Planning Board. The revised LDRs, Updated Comprehensive Plan (post Planning Board consensus draft) and map will serve as the drafts on which the City Commission takes final action to adopt them. It is expected that the public hearing draft LDRs, Comprehensive Plan and zoning map will have more than one round of drafting, circulation, testing, revisions and recirculation before they will be introduced to the City Commission for final approval. The Consultant shall describe its approach to conducting the LDRs, Comprehensive Plan and zoning map revision process.

10. Land Development Regulations and Updated Comprehensive Plan Adoption and Implementation:

The Consultant shall create and assist City staff with a strategy of implementation of the new LDRs and zoning map. The Consultant shall provide technical assistance in the form of handout materials (such as simplified brochures) and presentations to explain the new LDRs and Comprehensive Plan and map and gain the support of the various key stakeholders through the adoption phase of the project. The Consultant shall provide a final copy of the adopted LDRs, Comprehensive Plan and map in hard copy, modified electronic, and web-friendly formats.

VI. PROPOSAL SELECTION

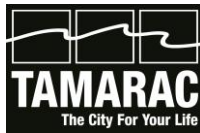
The City Manager will appoint an Evaluation and Selection Committee to review Proposals. The City reserves the right to select the Proposer who represents the best value, and to accept or reject any proposal submitted in response to this solicitation. The City's Evaluation and Selection Committee will act in what they consider to be the best interest of the City and its residents.

Price shall not be the sole determining factor for selection, as indicated in the following section:

VII. EVALUATION OF PROPOSALS

A. EVALUATION METHOD AND CRITERIA

An Evaluation and Selection Committee has been appointed by the City Manager



and will be responsible for selecting the most qualified firm and then negotiating a contract. The Proposers with the highest-ranked submittals may be asked to make a detailed presentation of their product/service to the Evaluation and Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

After presentations, firms will be assigned a final score, with the highest-ranked firm moving forward to the negotiation phase. Upon successful negotiation, a recommendation for award will be considered by the City Commission. No work on this project shall proceed without written authorization from the City of Tamarac.

The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the City arising from such negotiations.

The City's evaluation criteria may include, but shall not be limited to, the following:

Proposal Evaluation Criteria:

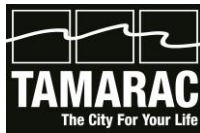
1. Quality of Response

- a. Clearly demonstrated understanding of the work to be performed.
- b. Completeness and reasonableness of the Proposer's plan/proposal for accomplishing the tasks.
- c. Level of creativity demonstrated by the Proposer's proposed methodologies for meeting the requirements of this proposal.

2. Qualifications and Experience

The firms overall qualifications and experience related to similar projects and their technical competence and resources to carry out the project successfully. As part of the response, Proposer's shall:

- a. Provide a thorough background and qualifications summary.
- b. Provide a list enumerating the Project Manager and all key personnel to be utilized on the project, including a description of their qualifications and skills (include same for any sub-consultants on the project).
- c. Describe the firm's understanding and experience in working with, and



authoring land development and zoning ordinances, codes and regulations, and municipal comprehensive plans, as well as experience developing detailed zoning maps. Specific experience with organizations within the State of Florida is preferable.

- d. Include detailed specific examples of previous work related to authoring land development and zoning ordinances, codes and regulations, as well as developing and/or updating municipal comprehensive plans . Specific examples using agencies within the State of Florida is preferred.
- e. References from three or more projects of a similar nature are required. Include owner's name, name of project, project contact, and telephone number on the enclosed Reference Form herein. Governmental experience within the State of Florida is preferred.

3. **Understanding of the Project**

A demonstrated understanding of the project and the work required as well as the thoroughness and conciseness of the firm's proposal. As part of the response, Proposer's shall:

- a. Provide a brief narrative indicating full understanding of the project and related work required;
- b. Provide detailed narrative specifically describing the work plan for the re-write of the City of Tamarac's Land Development Regulations, development of a new zoning map and the updating of the City's Comprehensive Master Plan., (please address each component described in the scope of the project.) Describe key work phases and provide detailed descriptions of specific tasks.
- c. Identify key personnel (including sub-consultants) who will be assigned to each major task. Include a description of their prior experience with similar projects.
- d. Describe anticipated person-hours by staff category applied to each task. This will demonstrate how consultant will focus effort within the project;

3. **Costs (Price)**

This refers to the proposed contract fee and reimbursement expense budget. (Please note that price is only one factor for consideration of award).

- a. The Proposer shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein, as well as reimbursable expenses.
- b. If proposing costs which may include alternate programs or services not covered in the base bid pricing, the Proposer, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

4. Schedule

This refers to the Proposer's proposed performance and delivery schedule. The schedule shall be a critical element of this contract.

B. ACCEPTABILITY OF PROPOSALS

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The proposals shall be categorized as follows:

1. Acceptable ;
2. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
5. Unacceptable.

C. AWARD OF AGREEMENT

Award shall be made by the City to the responsible proposer whose proposal is determined to be the most advantageous to the City, taking into consideration price and the evaluation criteria set forth herein below. The City of Tamarac reserves the right to accept the Proposal as a whole, or for any component thereof if it appears to be in the best interest of the City.

D. WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

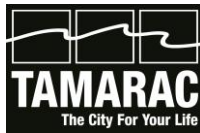
CRITERIA	MAXIMUM POINTS
1. Compliance with Request for Proposal (Mandatory)	N/A
2. Quality of Response	20 points
3. Qualifications & Experience: Proposer/Expertise	25 points
4. Understanding of the Project	20 points
5. Costs/(Price)	20 points
6. Schedule	15 points

These weighted criteria are provided to assist Proposers in the allocation of their time and efforts during the proposal preparation process. The criteria also guide the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general framework for those deliberations.

Once the Proposals are evaluated, a "short-list" may be selected to make presentations to the Evaluation and Selection Committee, prior to a recommendation for award.

E. DISCUSSIONS & PRESENTATIONS

The short-listed Proposers may be requested to make presentations to the Committee. The City may require additional information after evaluation of the submittals, and Proposers agree to furnish such information upon the City's request.



All Proposers are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion or need for presentations. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the City.

The Evaluation Committee may conduct discussions with any Proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. The Evaluation Committee reserves the right to request the Proposer to provide additional information during this process.

F. RIGHT TO REJECT PROPOSALS

To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions, unauthorized alterations, or irregularities of any kind.

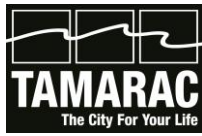
City reserves the right to reject any Proposal if City believes that it would not be in its best interest to make an award to a particular Proposer, either because the Proposal is not responsive, the Proposer is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of this solicitation.

VIII. PROPOSAL COPIES

Return One (1) Original and six (6) copies in an envelope marked with your firm's name and "RFP 14-17R, Land Development Regulation Re-Write & Comprehensive Plan Update Services" to the City of Tamarac, Purchasing & Contracts Division, 7525 NW 88th Avenue, Tamarac, Florida 33321, attention: Steven Beamsderfer, CPPB, Buyer . Any addenda become part of this Request of Proposal and the resulting agreement. The Proposal Form included herein should be signed by an authorized company representative, dated and returned with the Proposal.

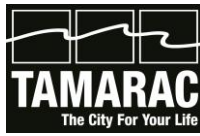
No negotiations, decisions or actions shall be initiated or executed by the Proposer as a result of any discussions with any City employee. Only those communications that are issued in writing from the Purchasing & Contracts Division may be considered as a duly authorized expression. Also, only communications from Proposers that are signed in and in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.

CONTACT WITH PERSONNEL OF THE CITY OF TAMARAC OTHER THAN THE



PURCHASING AND CONTRACTS MANAGER OR DESIGNATED REPRESENTATIVE REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

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**PROPOSAL FORM****RFP 14-17R****LAND DEVELOPMENT REGULATION RE-WRITE & COMPREHENSIVE PLAN
UPDATE SERVICES****PROPOSAL PRICE****1. Re-Writing of Land Development Regulations & Development of New
Zoning Map:**

Not to Exceed Cost for Re-write of Land Development Regulations and development of
new Zoning Map of

\$ _____

Expenses: \$ _____

Anticipated Number of Total Hours Required to Complete Project: _____ Hrs.
(Please include a separate delineation of staff hours as an attachment)

2. Comprehensive Plan Update:

Not to Exceed Cost for Comprehensive Plan Update of \$ _____

Expenses: \$ _____

Anticipated Number of Total Hours Required to Complete Project: _____ Hrs.
(Please include a separate delineation of staff hours as an attachment)

TOTAL NOT TO EXCEED COST FOR 1 & 2: \$ _____

TOTAL EXPENSES FOR 1 & 2: \$ _____

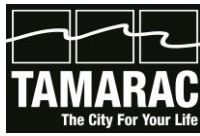
SUBMITTED BY:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ FAX: _____ Email: _____



The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes ☐ No

NOTE: To be considered eligible for award, one (1) **original copy of this proposal form** must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

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COMPANY NAME: (Please Print): _____

Phone: _____

Fax: _____

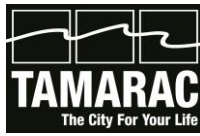
BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- ☐ 1. Carefully read the Instructions to Proposers and Standard Terms & Conditions. Please refer specifically to submittals required in Section 13 of the Standard Terms & Conditions.
- ☐ 2. Provide a **Technical Proposal and Work Plan** that addresses consultant's **professional qualifications** and **understanding of the project** in accordance with section VII.A "Evaluation Method And Criteria".
- ☐ 3. Include a **Cost Proposal** (See Proposal Form).
- ☐ 4. Include your **Project Schedule** which includes a breakdown of estimated hours to be worked by each of your project team members
- ☐ 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☐ 6. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☐ 7. Provide the **Proposer's Qualification Statement** and **Reference Form**.
- ☐ 8. Sign the **Vendor Drug Free Workplace Form**.
- ☐ 9. Fill out the **List of Sub-consultants or Subcontractors**, if applicable.
- ☐ 10. Fill out and sign the **Certified Resolution**.
- ☐ 11. Include all necessary **Financial Statements** requested.
- ☐ 12. **Include proof of insurance.**
- ☐ 13. Provide **any additional documentation requested** within the Proposal Document.
- ☐ 14. **Submit ONE (1) Original AND the number of copies requested in Section VIII "Proposal Copies" herein. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.**Late Proposals will not be accepted.**

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Project(s) Completed

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Project(s) Completed

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Project(s) Completed

Contact Name

Agency/Firm Name:

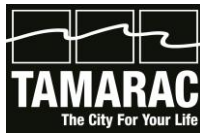
Address

City State Zip

Phone/Fax

Project(s) Completed

Contact Name

**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL**

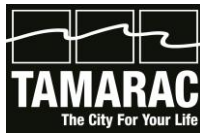
We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposals. We (I) certify that we(I) have read the entire document, as may be applicable, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals. By signing this certification, proposer certifies that proposer has a complete set of documents, including all addenda and drawings as applicable, and has become familiar with the requirements for this proposal. Proposer's failure to familiarize itself with all requirements, conditions, and site conditions of this proposal shall not excuse any unsatisfactory performance under any final Agreement issued as a result of this proposal process.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☐

If "Other", Explain: _____

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)

**CERTIFIED RESOLUTION**

I, _____ (Name), the duly elected Secretary of _____ (Corporate Title), a corporation organized and existing under the laws of the State of _____, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____ (Name)", the duly elected _____ (Title of Officer) of _____ (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and **such other instruments in writing as may be necessary on behalf of the said corporation**; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 20____.

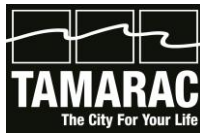
(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



PROPOSER'S QUALIFICATION STATEMENT

The Proposer, under oath certifies to the truth and correctness of all statements and of all answers to questions made hereinafter:

1. If Proposer is a corporation, answer the following:
Date of Incorporation: _____ State of Incorporation: _____
2. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
3. How many years has your organization been in business under its present business name?

Under what other former names has your organization operated?

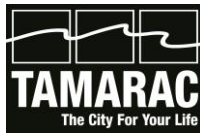
4. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

5. State the name of the individual who will serve as the primary contact for the City:

6. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

7. Has your company ever declared bankruptcy? Yes ☐ No ☐
If yes, explain: _____

8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes ☐ No ☐ If yes, explain: (date, service/project, bid title etc.)



9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes ☐ No ☐ If yes, explain: _____

10. Have you ever been debarred or suspended from doing business with any governmental entity?

Yes ☐ No ☐ If yes, explain: _____

11. Bank References:

Bank	Address	Telephone

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NON-COLLUSIVE AFFIDAVIT

State of _____))ss.
County of _____)

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

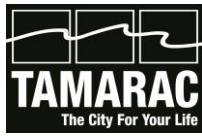
Witness

Witness

By _____

Printed Name

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

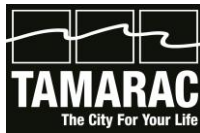
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

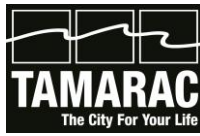
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and _____, a _____ corporation with principal offices located at _____ (the "Consultant") to provide for Land Development Regulation Re-Write & Comprehensive Plan Update Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, _____ Document No 14-17R titled "Land Development Regulation Re-Write & Comprehensive Plan Update Services" including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda, Proposal executed and submitted by the Consultant, specifications, bond(s), (if applicable), and insurance certificate(s), the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

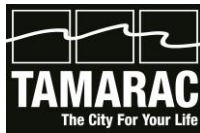
2.1. The Consultant shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Consultant shall furnish all labor, materials, and equipment necessary to provide for Land Development Regulation Re-Write & Comprehensive Plan Update Services for the City's Community Development Department

2.1.2 Consultant shall. . .

2.1.3 Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein.

2.1.4 Standard of Care: Consultant shall exercise the same degree of care,



skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

3) Insurance

- 3.1.** Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

4) Schedule

The work to be performed under this Agreement shall be commenced after City execution of this Agreement. The work shall be completed no later than _____, 20____.

5) Contract Sum

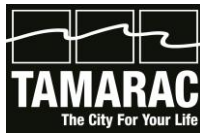
The Contract Sum for the above work is _____ Dollars and _____ cents (_____).

6) Payments

The City shall pay in full the Contract Sum to the Consultant upon completion of the work listed in Paragraph 2 of this Agreement unless the parties agree otherwise. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

- 7.1. GENERAL INDEMNIFICATION:** Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected

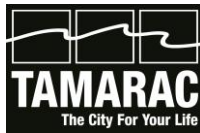


officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.

- 7.2. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.3. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.4. The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.
- 7.5. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, religion,



age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 Consultant shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that Sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

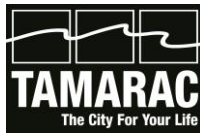
10) Assignment and Subcontracting

Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY



City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONSULTANT

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

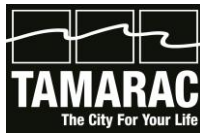
12.2 Default by Consultant: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13) Public Records

13.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;



13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

13.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 12 "Termination" herein.

14) Uncontrollable Forces

14.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

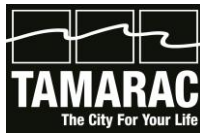
14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Nondisclosure of Proprietary Information

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures



provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20) Merger; Amendment

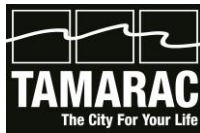
This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22) Contingent Fees

The Consultant warrants that it 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 it 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 any other consideration contingent upon or resulting from the award or making of this Agreement.

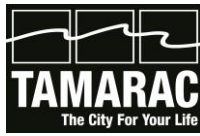
23) Truth-In-Negotiation Certificate

- 23.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.
- 23.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

24) Ownership of Documents

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its _____, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

CONSULTANT

ATTEST:

Company Name

(Corporate Secretary)

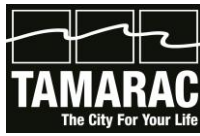
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an
oath.

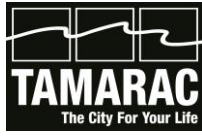


EXHIBIT A

City of Tamarac Commercial Redevelopment Study Market Assessment (DRAFT)

CLARION

Clarion Associates, LLC

In Association with:

Her Planning

 **ORIGINAL**



Request for Proposals RFP 14-17R:

City of Tamarac, Florida

Land Development Regulation Rewrite & Comprehensive Plan Update Services

Clarion Associates, LLC

101 Market Street, Suite D

Chapel Hill, North Carolina 27516

919.967.9188

919.967.9077 fax

Community Planning

Zoning/Design Standards

Impact Fees

Growth Management

Sustainability

CLARION

May 19, 2014

VIA FEDERAL EXPRESS

City of Tamarac

Purchasing & Contracts Division

7525 NW 88th Street Avenue

Tamarac, Florida 33321

Attn: Steven Beamsderfer, CPPB, Buyer



Re: RFP No. 14-17R- Land Development Regulation Rewrite and Comprehensive Update Services

Dear Ms. Beamsderfer,

We are pleased to submit this response to the City's Request for Proposals (RFP) for consultant services to assist in the rewrite of the City's Land Development Regulations and prepare comprehensive plan amendments. **Clarion Associates** is a national planning and zoning consulting firm with offices in Florida, Chapel Hill, and Denver. Firm principals have over 30 years' experience in assisting local government clients in the preparation of development codes throughout Florida and the nation, and have successfully completed over 120 comprehensive rewrites of development codes. We are excited about the prospect of working with the City on this project.

If selected for this project, we would be supported by **Iler Planning**, who would lead preparation of comprehensive plan amendments. Iler Planning is a Florida-based planning firm that is a national leader in sustainable community planning. Formed in 1994 by Henry Iler, AICP, with a core commitment to improve communities, the firm has expanded that vision by successfully serving many Florida cities and counties, by providing them with services in the following areas: comprehensive planning services; green master plans; neighborhood enhancement; and downtown redevelopment services.

We believe we are uniquely suited to assist the City in the rewrite of its land development regulations and preparation of comprehensive plan amendments for the following reasons:

- **We are expert code drafters.** Drafting development codes is our core practice area. Clarion firm principals have drafted over 120 development codes in communities throughout Florida and the nation—many for medium-sized cities and mature built-out communities in large metropolitan areas.
- **We have substantial Florida experience.** Team members have worked across Florida on comprehensive code rewrites and planning efforts. Clarion completed the rewrite of the Pompano Beach, which was adopted in 2013. We are completing the rewrite of the Daytona Beach Land Development Code, which is scheduled to begin the public hearing process within the next several months. Mr. Richardson has lead comprehensive code updates for Palm Beach County, Martin County, St. Lucie County, Collier County, Alachua, and Jacksonville Beach, and assisted Clearwater, West Pam Beach, and other cities and counties in the state prepare targeted code amendments.
- **We have significant experience updating codes in mature, built communities.** We have designed regulations for a number of mature, built communities that support and encourage preferred forms of infill and redevelopment that is compatible with its context. In many instances, we have effectively cured serious nonconformity or other zoning issues in these codes, while at the same time ensuring redevelopment is consistent with community goals. We have also designed easier paths for redevelopment of preferred development types to create incentives for desired types of redevelopment. Our work rewriting the

Portsmouth Zoning Ordinance (a redevelopment code) received the 2012 USEPA Smart Growth Award for Policies in 2012. Our work updating the Philadelphia zoning code received a national APA implementation award in 2013. We have also had to address redevelopment issues in both the Pompano Beach and Daytona Beach codes.

- **We know mixed-use regulations.** We are responsible for the development of innovative plans and regulations for mixed-use development across the country. Team members have practical experience developing plans and standards that reflect economic realities and are viable. As planners, we understand the importance of ensuring that new mixed-use development fits within the larger neighborhood context and acts to enhance quality of life for local residents, instead of working against it.
- **We understand how to integrate form and design controls in development codes.** Almost every code the firm has worked on in the last ten years incorporates some type(s) of design and form controls, or form-based districts. In addition to our practice experience, Clarion professionals regularly write and speak about the evolving nature of form regulations and design controls, and approaches to integrating them into local ordinances.
- **We are national leaders in zoning best practices.** Clarion team members are working on and have written and spoken about zoning best practices for mixed-use development, parking, TOD, form-based codes, landscaping, lighting, aesthetic controls, and PUDs for communities across the nation.
- **We are national leaders in sustainability.** Clarion, in partnership with the Rocky Mountain Land Use Institute, pioneered the *Model Community Sustainable Development Code*. Since that time, we have evaluated and designed development code regulations that incorporate sustainable development practices into numerous development codes in Florida and across the nation. Chris Duerksen and Craig Richardson serve on APA's national Zoning Clinic and conduct PTS workshops several times a year on incorporating sustainable development practices into codes. Iler Planning received a FAPA award of excellence for the Doral Green Master Plan.
- **Planning Expertise.** Iler Planning has successfully prepared comprehensive plans, comprehensive plan amendments, EARs, and special area plans for numerous cities and towns in southeast Florida. Clarion lead the preparation of Lee County's EAR in 2012. Prior to starting Iler Planning, Mr. Iler served as Principal Planner and Large-Scale Development Review Coordinator for Miami-Dade County for 10 years and Growth Management Director of Martin County for four years.
- **Skilled facilitators.** We are skilled facilitators, experienced in working with citizens, staff, and elected officials to gain consensus on difficult issues. Many of our projects are adopted unanimously.
- **Project management expertise.** This project requires strong leadership and effective project management. We have a proven track record of effective project management, bringing projects in on time and within budget.

We are very excited about the possibility of working with the City of Tamarac and would welcome an opportunity to discuss our proposal with you in person. Please do not hesitate to contact me at 919-967-9188 or at crichardson@clarionassociates.com if you have questions or need additional information to evaluate our submittal. I will serve as the overall Project Manager and can be reached at the phone number or email address noted above.

Very truly yours,



Craig Richardson, Director

CONTENTS

1. RFP CHECKLIST 1

2. EXECUTIVE SUMMARY 2

3. CLARION TEAM QUALIFICATIONS AND EXPERIENCE 6

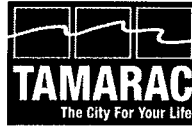
4. WORK PLAN AND TIMELINE21

5. COST PROPOSAL AND PROJECT SCHEDULE..... 33

6. REFERENCES34

APPENDIX 35

1. RFP Checklist



COMPANY NAME: (Please Print): Clarion Associates

Phone: (919) 967-9188

Fax: (919) 967-9077

BEFORE SUBMITTING YOUR PROPOSAL, MAKE SURE YOU...

- ☒ 1. Carefully read the Instructions to Proposers and Standard Terms & Conditions. Please refer specifically to submittals required in Section 13 of the Standard Terms & Conditions.
- ☒ 2. Provide a **Technical Proposal and Work Plan** that addresses consultant's **professional qualifications and understanding of the project** in accordance with section VII.A "Evaluation Method And Criteria".
- ☒ 3. Include a **Cost Proposal** (See Proposal Form).
- ☒ 4. Include your **Project Schedule** which includes a breakdown of estimated hours to be worked by each of your project team members
- ☒ 5. Fill out and sign the **Non-Collusive Affidavit** and have it properly notarized.
- ☒ 6. Sign the **Certification** page. **Failure to do so will result in your Bid being deemed non-responsive.**
- ☒ 7. Provide the **Proposer's Qualification Statement and Reference Form.**
- ☒ 8. Sign the **Vendor Drug Free Workplace Form.**
- ☒ 9. Fill out the **List of Sub-consultants or Subcontractors**, if applicable.
- ☒ 10. Fill out and sign the **Certified Resolution.**
- ☒ 11. Include all necessary **Financial Statements** requested.
- ☒ 12. **Include proof of insurance.**
- ☒ 13. Provide **any additional documentation requested** within the Proposal Document.
- ☒ 14. **Submit ONE (1) Original AND the number of copies requested in Section VIII "Proposal Copies" herein. Clearly mark the sealed container with the PROPOSAL NUMBER AND PROPOSAL NAME on the outside of the package.**

Make sure your Proposal is submitted PRIOR to the deadline.

Late Proposals will not be accepted.

Failure to provide the requested attachments may result in your proposal being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR PROPOSAL.

2. Executive Summary

INTRODUCTION AND PROJECT UNDERSTANDING

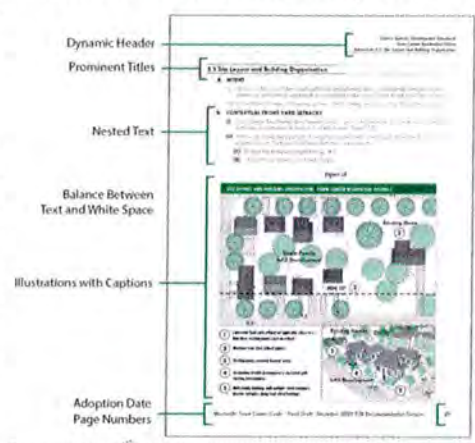
In many respects this is an exciting time in Tamarac. The City, located on the edge of the Broward/Dade/Palm Beach metropolitan area provides an excellent quality of life for its citizens—great weather, easy access to the ocean, a strong and cohesive community with access to the amenities of a large metropolitan region, and reasonably-priced housing. A strong testament to this is Tamarac's recent Playful City award given by the non-profit group KABOOM for the City's outstanding open space and parks system, one of only 22 cities nationwide presented this award in 2014. While population growth through the 1990s was strong (population increased from 44,822 to 55,588), like Broward County generally, growth since 2000 has slowed, and is expected to continue at this slower pace into the future. In addition, and like many communities in Broward County, Tamarac is almost entirely "built-out," primarily with development that occurred in the boom times of the 1980s and 1990s and early 2000s. Much of it is suburban in character, single-use, fairly low density, and auto-oriented with limited connections among developments for pedestrians.



Given these circumstances, it is clear future economic growth and development in Tamarac will be redevelopment and infill. In an effort to determine the appropriate type of redevelopment that should be occurring, the City completed the *City of Tamarac Commercial Redevelopment Study- Market Assessment*, which evaluated and made recommendations for redevelopment along the major commercial corridors focusing on three primary areas: Nouveaux Quarter, University Miracle Mile, and Four Corners Shopping.

The recommendations suggest creating options for more mixed use, pedestrian-friendly development, as well as other development options to reinvigorate redevelopment in and around these focus areas. In considering the actions that need to be taken to achieve this vision for the corridors, it became obvious (as has been the case in many mature, built-out communities) that the current land development regulations, beyond being difficult to navigate and understand, do not support, and in many respects create obstacles for the type of infill and redevelopment recommended for the corridors. The conclusion: to address these problems the City needs to undertake a comprehensive rewrite of the land development regulations, along with amendments to the comprehensive plan.

The RFP mentions a number of problems with the LDRs including imprecise and outdated standards, dispersed and hard-to-find regulations and piece amendments over many years. This approach has affected consistency and clarity within the regulations and has given rise to the need for numerous explanatory interpretations. The absence of a more substantial and comprehensive update to the LDRs have also hindered issues ranging from the day-to-day administration of the regulations to advancing the more progressive approaches to development that the City is now seeing with new applications that are being submitted.



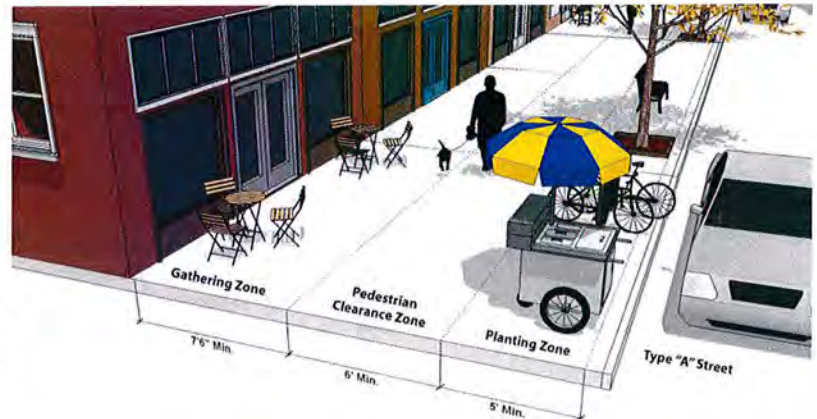
Beyond addressing these text and structural issues, another primary goal the RFP identifies is to incorporate the following goals and recommendations of the *Commercial Redevelopment Study* into the comprehensive plan and LDRs.

- Position the City of Tamarac's commercial areas to be more competitive for redevelopment opportunities.

- Identify current and future market demand within the City's commercial areas.
- Identify the ten-year potential for key uses and activities within the City.

Finally, the RFP emphasizes that the City's goal for the project is to develop clear and user-friendly land development regulations that are consistent with the City's plans and policies. The specific objectives for the project are to:

- Make the regulations more user-friendly.
- Consolidate all zoning and land development regulations into one document.
- Provide more efficient administration provisions (rules for procedures and permitting).
- Make the regulations more predictable by:
 - Clarifying language;
 - Clarifying and adding definitions to provide more precision (reducing the need for interpretations).
 - Establishing more precise review standards.
- Ensure the new LDRs implement the updated comprehensive plan and the Commercial Redevelopment Study.
- Modernize the zoning districts and zoning district regulations.
- Add mixed use districts and other mixed use development options.
- Reduce the number of business districts.
- Modernize the development standards, incorporating best practices, as appropriate.
- Incorporate hybrid zoning concepts into the regulations, as appropriate.
- Incorporate form and design controls, as appropriate.
- Revise the regulations to remove obstacles to redevelopment that is high quality and consistent with the desired context.
- Incorporate sustainability principles.
- Update the zoning map.



WE ARE REALLY EXCITED ABOUT THIS PROJECT

The Clarion team is excited about the possibility of working with the City on this important project for several reasons.

First, effective implementation of the City's goals for the LDR rewrite project and plan amendments will improve the quality of life for city residents—which is the type of project we live for.

Second, the RFP requires a consultant who can work closely with the staff, citizens, stakeholders, and appointed and elected officials. This collaboration will be essential not only in evaluating and deciding on the most appropriate regulatory tools and best practices for the rewrite, but also in modernizing and making the new land development regulations more efficient and easy to use. These are issues that we have helped local governments across the state and nation successfully navigate many times.

Third, the project provides an opportunity to apply our extensive experience in updating development regulations to make them more user-friendly and predictable through reorganization, streamlining, the use of illustrations and graphics, and other tools.

Fourth, the project provides an opportunity to prepare comprehensive amendments and land development regulations that support redevelopment and infill that is consistent with the City's plans and land use policy direction—issues we have assisted a number of communities address—recently with our work in Portsmouth, VA, which received the national USEPA 2012 Smart

Growth Award for Policies and Programs for its new zoning ordinance, and in the Philadelphia zoning code update, for which we received a national APA implementation award last year.

[illegible]

Fifth, the project provides an opportunity to explore the integration of various regulatory concepts in targeted areas in the community (such as form-based regulations, performance zoning, and other approaches), in an effort to tailor the most appropriate and workable development regulations to meet the City's needs and provide opportunities for mixed-use and high-quality and compact infill and redevelopment — something we also have had a significant amount of experience doing in recent years.

Finally, the City seems open to the idea of incorporating and encouraging sustainable development practices in the regulations, something we have substantial experience in addressing in development codes and plans:

- In Salt Lake City, UT, where we updated the development code to comprehensively incorporate sustainable development practices.
- In communities like Miami-Dade County, FL, Pompano Beach, FL, Daytona Beach, FL, Portsmouth, VA; St. Louis County, MO; Arlington TX, the Capitol region (Hartford) in Connecticut; Henderson, NV; Boise, ID; Biloxi, MS; Duluth, MN; Tucson, AZ; Currituck County, NC; and Philadelphia, PA; where we have incorporated or are evaluating the incorporation of sustainability provisions, including point-based incentives, into updated codes.
- In our work on the model Sustainable Community Development Code with the Rocky Mountain Land Use Institute at the University of Denver School of Law.
- For the national APA Zoning Clinic, in conducting workshops on sustainable development code regulations for the past four years.
- For EPA in conducting sustainable code workshops for communities and assisting in the preparation of handbooks on sustainable development practice issues.
- In assisting Doral in the preparation of its Green Master Plan which won an award of excellence in 2009 from FAPA.

[illegible]

It's not often that a consulting team has a chance to "do the job right" as the City has properly laid out in the RFP with comprehensive plan amendments and a comprehensive LDR rewrite supported by data and analyses as presented in the *Commercial Redevelopment Study*. A well-planned challenge such as this is welcomed by our team; it's a challenge we have successfully met in many of our projects.

STRUCTURE OF RFP RESPONSE

In accordance with the direction in the RFP, this response is organized into six sections and an appendix.

Section 1: RFP Checklist, consists of the RFP Checklist, which the RFP requests be included at the beginning of the response.

This **Executive Summary (Section 2)** provides an introduction and explains our understanding of the project, and then outlines the structure of the response.

Section 3: Clarion Team Qualifications and Experience, provides information about the firms on the Clarion team, explains how the Clarion team is organized to complete the project, provides summaries of the qualifications of the key professionals who would be involved in the project, and provides descriptions (with references) of recent relevant comprehensive development code updates and Florida comprehensive planning projects which Clarion team members have completed, or are in the process of completing.

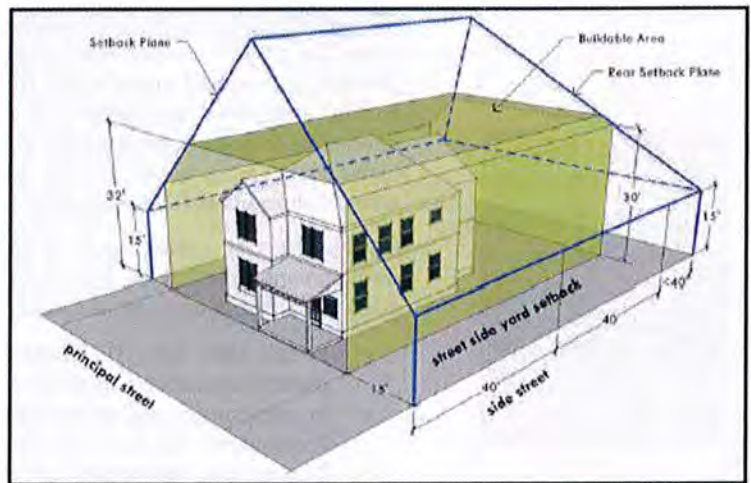
Section 4: Work Plan and Timeline, outlines a preliminary work plan to complete the project based on the direction provided in the RFP and our experience in updating development codes, along with a timeline for completion of the project.

Section 5: Cost Proposal and Project Schedule, provides a summary of a not-to-exceed price for the work outlined in the work plan (LDR Rewrite and Comprehensive Plan Amendments, separately). In addition, a project schedule (or budget spreadsheet) is also included in the Appendix which includes a breakdown of the professionals and the hours and expenses they would incur to complete each task.

Section 6: References, provides references for similar projects, for Clarion, and for Iler Planning (references are also included in the required forms (Qualifications Statements Form & References)).

Finally, the **Appendix** consists of:

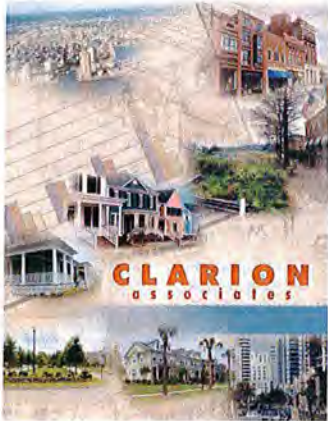
- The required forms;
- The Project Schedule (cost proposal spreadsheet);
- Resumes of the firms on the Clarion team;
- Resumes of the key professionals who would be involved in the project; and
- Descriptions of some additional relevant projects.



3. Clarion Team Qualifications and Experience

THE FIRMS

Clarion Associates



Clarion Associates is a national land-use and zoning consulting firm founded in 1994, with offices in Florida, Chapel Hill, and Denver, and affiliate offices in Cincinnati, Chicago, and Philadelphia. The firm has been in business for 21 years and is a limited liability company with 20 professionals (city planners, landscape architects, and attorneys). No firm in the country matches the combination of land use and zoning, urban design, community development, and planning experience of Clarion's firm principals. Clarion is particularly known for its expertise in:

- *Development code and zoning ordinance updates;*
- *Design standards and incorporating form controls into development regulations;*
- *Incorporating sustainability concepts in development codes;*
- *Infill and mixed use development regulations;*
- *Regulations that protect a community's character;*
- *Regulations to protect environmentally sensitive lands;*
- *Growth management strategies;*
- *Community, regional, and neighborhood planning;*
- *General implementation strategies; and*
- *Land use and planning law.*

Iler Planning

ILER PLANNING is a full-service planning, zoning and land development company. Founded in 1994 by Henry Iler, AICP, the firm has grown in experience and depth for 20 years. Mr. Iler has over 35 years of governmental and consulting urban planning experience in southeast Florida. The company specializes in:

- Comprehensive plans and amendment
- Strategic land use planning
- Evaluation and appraisal reports
- Green master plans
- FGBC green city certification
- Land development codes
- Neighborhood planning
- Community redevelopment agencies
- Downtown revitalization
- Development review
- Expert witness.



Current clients include Doral, Cutler Bay, Aventura, Sweetwater and Palmetto Bay. ILER PLANNING is continually focused on providing our clients with solid, practical planning advice and recommendations that work. Firm success is measured only by the success of our clients.

TEAM ORGANIZATION

The Clarion team is comprised of senior-level professionals with decades of combined experience addressing issues relevant to the project.

If the Clarion team is selected, **Clarion Associates** will serve as the prime contractor. Clarion will be responsible for project management, all code drafting, and serve as the day-to-day contact with the County. **Craig Richardson, Esq.** will serve as Project Director and Project Manager.

Matt Goebel, Esq., AICP, will serve as C-Project Manager. **Chris Duerksen, Esq.**, will provide assistance as Sustainability Advisor. **Stephen Sizemore, AICP, Esq.** and **Kristen Cisowski, LEED AP**, will work on code drafting.

Iler Planning will lead preparation of the comprehensive plan amendments. **Henry Iler, AICP**, will serve as Principal-in-Charge. He will be assisted by **Michael Houston, RLA, AICP**; **Jackson M. Ahlstedt, PE**; **James P. Fleischmann, AICP**; and **Jennifer Hofmeister Morris, AICP, LCAM**.

Included is an organizational chart identifying the firms on the Clarion team, the professionals involved, and their role in the project.

KEY PERSONNEL

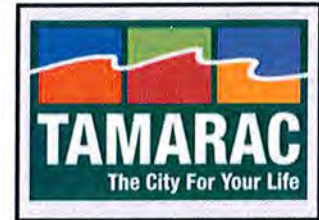
Outlined below are biographical sketches of the key professionals who would be involved in the project if the Clarion team is selected. Resumes for each of the key personnel are included in the Appendix.

Clarion Associates

Craig Richardson, Esq. is a Director of Clarion Associates. He is a planner/lawyer with 30 years of practice experience, primarily representing local government clients on a variety of planning and zoning matters, including development code updates, form-based regulations, sustainable development practices, resource protection, adequate public facility regulations, infrastructure funding, affordable housing regulations, and character-based regulations. Craig has a strong record of success in leading or serving as a principal in code revision projects and other plan implementation efforts. Examples of some of his work includes leading code update projects in Daytona Beach, Pompano Beach, Alachua, Palm Beach County, Jacksonville Beach, Martin County, Collier County, and in a number of other Florida communities; Portsmouth VA (winner of the 2012 EPA Smart Growth Award for Policies and Programs); Fayetteville, and High Point, NC; Vienna; Herndon, and Henrico, Powhatan, and Stafford counties VA, the Capitol region (Hartford) in Connecticut (model sustainable development code); Teton County and Jackson, WY (Jackson Hole), Greenville, Rock Hill, and Charleston County, SC; and Biloxi, MS, as well as over 30 other code update projects. He serves on the faculty for APA's national Zoning Clinic, speaks regularly at planning conferences on code implementation issues, is working on the USEPA Sustainable Code Building Blocks project, and has worked on the Model Sustainable Community Development Code project for the RMLUI.

Matt Goebel, Esq., AICP, is a planner and lawyer, and Director of Clarion Associates. He works principally in the areas of planning and zoning, growth management, and historic preservation. He has extensive experience drafting development codes across the nation. He is currently serving as a principal in the preparation of a development code assessment for Charlotte, North Carolina, and leading the firm's work rewriting the codes for the Tahoe Regional Planning Agency, Arlington, Denton, and Rowlett TX. He recently completed the preparation of new historic district design standards and guidelines for San Antonio, TX. Other recent clients have included Tucson, AZ; and Anchorage AK; and Englewood and San Miguel County, CO. He is a co-author of the recently published PAS Report *The Rules That Shape Urban Form, and Aesthetics, Community Character, and the Law* (APA), and is a frequent speaker at state and national planning conferences on development code and historic preservation issues.

Chris Duerksen, Esq., is a senior counsel at Clarion Associates. He has primarily represented local governments on a variety of land use and zoning matters and specializes in development code revisions, aesthetic regulations, growth management planning, and natural resource and scenic area protection strategies. In recent years, much of his work has focused on incorporating sustainable development practices into development codes. Examples of such work include managing code update efforts and code assessments in Miami-Dade County, FL; Washington, DC; Pompano beach and Daytona beach, FL; the Capitol region (Hartford) in Connecticut;; Salt Lake City, UT; Tucson AZ; Omaha, NE; and St. Louis County, MO. He has published five planning and conservation books, including *Nature-Friendly Communities* and *Aesthetics, Community*



CLARION

Prime Contractor, Project Management, Strategy,
Code Drafting, Public Involvement.

- Craig Richardson—Project Director
- Matt Goebel—Project Manager
- Chris Duerksen—Sustainability Advisor
- Darcie White—Code Drafting
- Stephen Sizemore—Code Drafting

ILER PLANNING

Comprehensive Plan
Amendments

- Henry B. Iler
- Michael Houston
- Jackson M. Ahlstedt
- James P. Fleischmann
- Jennifer Hofmeister Morris



Character, and the Law (APA). Chris conceived the model sustainable community development code concept, which was summarized in the APA Planning magazine article "Saving the World Through Zoning: The Sustainable Community Development Code" (January 2008), and directed the Model Sustainable Community Development Code Project at the Rocky Mountain Land Use Institute. Chris is a member of APA's national Zoning Clinic.



Stephen Sizemore, Esq., AICP, is a Senior Associate in Clarion's North Carolina office. He is a planner and lawyer with over 30 years of experience preparing and implementing development codes, comprehensive plans, design standards and guidelines, and growth management policies for local governments. Prior to joining Clarion, Stephen served in a number of planning related jobs in the public sector. He has served as the Editor of *Planning & Environmental Law* for the American Planning Association. While at Clarion he has worked on development regulations and code update projects in Pompano Beach and Daytona Beach, FL; Hilton Head Island, SC; Biloxi and Pascagoula, MS Charlotte, Fayetteville, High Point, and Morrisville, NC; and Powhatan County and Stafford County, VA. He has written on a variety of planning issues. Stephen holds a planning degree and a law degree from the University of North Carolina at Chapel Hill, and is a member of the American Institute of Certified Planners.



Kristin Cisowski, Esq., LEED AP, is a planner/lawyer and Associate in Clarion's Denver office. Prior to joining Clarion, Ms. Cisowski prepared stormwater pollution prevention plans for various communities in New York, and worked as a staff engineer on new pilot water filtration methods to remove iron and manganese from groundwater sources on Cape Cod. She has also prepared numerous economic profiles and housing assessments for a variety of communities across New England.

Iler Planning

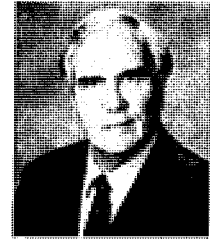


Henry B. Iler, AICP, is a nationally-recognized urban planner with over 35 years of successful regional and community planning experience specializing in comprehensive planning, land development regulations, smart growth, neighborhood planning, downtown redevelopment and community visioning. His academic background includes an undergraduate degree in Business and Accounting (University of Florida) and Masters in Urban and Regional Planning with an Environmental Specialization from Florida State University. He qualified for certification from the American Institute of Certified Planners in 1981. Notable in his early governmental career, Mr. Iler was Principal Planner and Large-Scale Development Review Coordinator for Miami-Dade County for 10 years and Growth Management Director of Martin County for four years before starting Iler Planning in 1994. The firm's Florida clients include South Miami, Fort Lauderdale, Doral, Naples, Sweetwater, Titusville, Florida City, North Bay Village, and Deerfield Beach. Mr. Iler is also often called upon as an expert witness in planning and zoning cases. In 2006, Iler Planning developed the comprehensive "green master plan" concept to address all of the feasible ways a community can reduce and/or eliminate greenhouse emissions, and conserve energy and resources. In 2009, the firm's Green Master Plan, prepared for the City of Doral, Florida, won the 2009 Florida Planning and Zoning Association Award for Outstanding Planning Innovation and 2009 Award of Excellence in Planning from the Florida Chapter of the American Planning Association.



Michael Houston, RLA, AICP, firm Principal, is a certified urban planner and registered landscape architect. Mr. Houston holds a Bachelor of Landscape Architecture degree from Louisiana State University. With 30 years of experience in the broad field of landscape architecture, Mr. Houston founded HJA Design Studio, LLC with the goal of providing the firm's clients with a level of design and planning expertise comparable to the best Landscape Architectural firms in the U.S. The firm's projects are as diverse as Martin County's first planned corporate and marine commerce park to Cairo Egypt's newest and most sophisticated new town located within view of the Great Pyramids. The firm is driven to help its clients achieve their vision with creativity and a focus on sustainable development principles with a collaborative approach to problem solving.

Jackson M. Ahlstedt, PE, is registered professional engineer with more than 30 years of experience in the State of Florida. Mr. Ahlstedt served on the original Traffic Analysis Advisory Committee for the Dade County road impact fee ordinance and manual. He has prepared numerous transportation engineering projects, plans and studies in the cities of Miami, Coral Gables, Plantation, Homestead, Coconut Grove, Sweetwater and throughout the state of Florida. After graduation from VMI with a B.S. in civil engineering, and receiving an M.S. in civil engineering – transportation, from the University of California at Berkeley, Ahlstedt worked as a transportation engineer and Regional Transportation Manager for an international engineering firm in Miami. He started his private consulting practice in 1985.



James P. Fleischmann, AICP, has specialized in direct municipal planning and market analysis management. He is a principal author and project manager for feasibility analyses for real estate developers and government agencies, demographic research, development of surveys and analysis of data, and highest/best use studies. He is a principal consultant to local governments in the preparation of comprehensive plans, and evaluation and appraisal reports. From 1975 to 1984, Fleischmann was a Principal Planner with the Area Planning Board of Palm Beach County. In that capacity he directed a multiplicity of county-wide and municipal projects for the Board. He also prepared municipal comprehensive plans, a county-wide growth management plan, a management system and public participation program for the Area-wide Waste Treatment Management (208) Plan, and headed up special planning studies. Fleischmann is a charter member of the American Institute of Certified Planners (AICP) and serves as a Planning/Zoning Commissioner for the town of Jupiter, Florida.



Jennifer Hofmeister Morris, AICP, LCAM, is a Principal Planner with Iler Planning. During her time with the firm she has worked on the Doral / Green Land Development Code, Sweetwater Comprehensive Plan Update, and Cutler Bay Development Review. Ms. Morris received an M.S. degree in urban and regional planning from Florida Atlantic University, and a B.S. from Florida State University. Prior to joining Iler Planning she served as Principal Planner for the City of Boca Raton, managing the City's long range planning activities, and later as Senior Planner responsible for current and long-range planning activities; and prior to that as Senior Planner for Broward County Planning Council, where she was responsible for ensuring consistency of 30 individual municipal land use plans and the Broward County Land Use Plan.



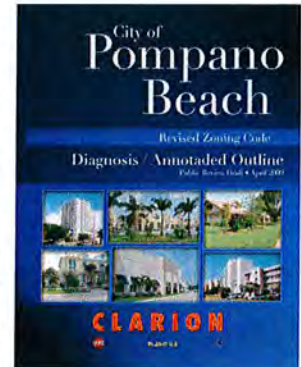
RELEVANT DEVELOPMENT CODE EXPERIENCE

The professionals who are available to assist in the project have substantial experience working throughout Florida, the Southeast, and the nation in conducting comprehensive rewrites of development codes. We identify in this section some of our recent projects. For each project, we include a short description of the project and identify the client and provide a reference.

CLARION ASSOCIATES

Pompano Beach, FL | Zoning Code (2009-2012)

Pompano Beach, a city of 103,000 people on Florida's south Atlantic coast, retained Clarion Associates to develop a comprehensive zoning code that updated its zoning regulations and reflected the city's plans for redevelopment and improved development quality. Besides making the code user-friendly, streamlining review procedures, and modernizing zoning districts and uses, the new zoning code encourages maintenance of Pompano Beach's existing character through regulations that encourage mixed-use redevelopment along the city's commercial corridors, enhances building design, and emphasizes protection of established neighborhoods from higher-intensity development along the commercial corridors and beachfront. The code was adopted by the city in 2012.



CONTACT INFORMATION

Robin Bird, Development
Services Director

Pompano Beach, FL

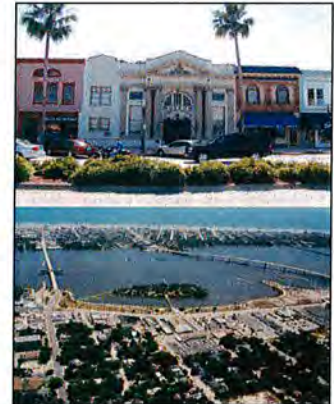
(954) 786-4632

robin.bird@copbfl.com

Daytona Beach, FL | Land Development Code (2009- current)

Daytona Beach retained Clarion Associates to prepare an update to the city's existing Land Development Code. The goals of the update process include (1) making the code more user-friendly and more procedurally efficient; (2) implementing the goals and policy direction in the city's adopted vision plan and comprehensive plan update; (3) modifying development regulations and practices in infill and built areas of the community to encourage redevelopment/revitalization in ways that are compatible with the desired context; (4) encourage redevelopment of older, suburban-oriented commercial corridors into more mixed use, pedestrian-oriented places; (5) ensuring the character of existing residential neighborhoods is protected, and (6) raising the bar for development quality in the community generally.

The draft Land Development Code is currently being prepared for public hearings.



CONTACT INFORMATION

Rich Walton, Planning Director

Daytona Beach, FL

(386) 671-8126

waltonr@codb.us

Miami-Dade County, FL | Sustainable Development and Building Code Project (2010-2011)

Clarion was retained by Miami-Dade County to assist it in moving to a new level in its efforts to support sustainable development practices. Clarion undertook a full diagnosis of the County's zoning and building codes along with comprehensive code amendment recommendations to encourage more sustainable and energy efficient land use development, building design, and construction. This project, funded by an Energy Efficiency and Conservation Block Grant (EECBG), had a special emphasis on energy efficiency, greenhouse gas (GHG) emissions reduction, and the use of renewable energy, but also evaluated other sustainability-focused topics, such as mobility/connectivity, housing



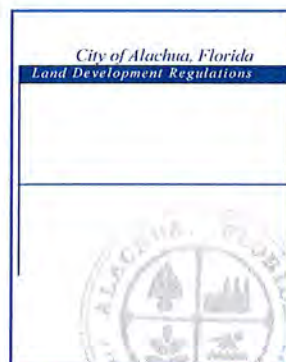
CONTACT INFORMATION

Susanne Torriente, Director,
Miami-Dade Office of
Sustainability

305-375-4790

accessibility, water conservation, recycling, urban agriculture, and community health and safety.

Alachua, FL | Land Development Regulations (2010-2011)



Clarion updated the Land Development Regulations for Alachua, Florida, which was adopted by the City Commission in February of 2006. Alachua is an old north central Florida city of approximately 15,000 close to Gainesville that experienced substantial residential and business-related growth throughout the 1990s. The code rewrite focused on structural, procedural, and substantive improvements to the city's existing regulations to implement the recently revised comprehensive plan. Structurally, the update consolidated scattered land development provisions into a single, clearly organized development code. Procedurally, the city's complex assortment of procedures and responsibilities for development review were simplified into an integrated, easy-to-understand review process. Substantively, the new code presents

a number of innovative measures to encourage infill development in the older parts of the community, along with new development standards that will raise the bar for development quality.

Arlington, TX | Development Code (2010-2012)



Arlington is home to approximately 400,000 people and is centrally located mid-way between Dallas and Fort Worth. The city is home to major entertainment and sporting facilities, including the original Six Flags amusement park and the home fields for both the Texas Rangers and the relocated Dallas Cowboys. Clarion Associates was retained to lead a team to significantly reorganize and rewrite Arlington's zoning ordinance and subdivision regulations. Because much of Arlington is dominated by post-war residential development and aging strip commercial corridors, the Clarion team is developing an innovative set of residential and commercial design standards to spark redevelopment that will help to

revitalize the appearance and economic vitality of the city. In addition, Arlington's code had become extremely disorganized through, among other things, the inclusion of approximately 500 pages of amendments that were adopted but never codified into the main code, making it very difficult for users to determine the current requirements. The Clarion team is consolidating and streamlining the code and amendments by significantly modernizing the menu of zoning districts, eliminating unnecessary overlays, and illustrating the new code with tables and graphics to more efficiently convey regulatory requirements.

Palm Beach County, FL | Land Development Code (1994-1997)



Craig Richardson managed a multi-disciplinary team of lawyers, planners, and ecologists in the design and preparation of a unified Land Development Code for this large urbanized southeast Florida county of 1,000,000 residents. The effort focused on the implementation of specific community objectives established in the County's comprehensive plan, and the consolidation and streamlining of the County's development review

procedures. The effort culminated in the preparation of a unified Land Development Code that consolidated over 50 of the County's existing land use and environmental regulations, streamlined and consolidated development review procedures, and added new substantive regulations. The substantive regulations included: (1) adequate public facilities regulations (concurrency regulations); (2) landscaping and xeriscape regulations; (3) signage regulations; (4)

CONTACT INFORMATION

Laura Dedenbach
Former Planning Director
(352) 339-63253

CONTACT INFORMATION

Clayton Husband, Project Manager
Arlington, TX
(817) 459-6668
Clayton.husband@arlingtontx.gov

CONTACT INFORMATION

Donna Kristanponis, former PBC
Director of Planning, Zoning,
and Building Department
775-333-2264

excavation regulations; (5) mixed-use districts and planned development district regulations; and (6) coastal management regulations (sea turtle protection regulations, wetland regulations, coastal regulations, and well field protection regulations). The updated code was adopted by the county.

Orange County, FL | Transit-Oriented Green Development District (2009-10)

Clarion Associates assisted Orange County Growth Management Department in the drafting of a transit-oriented development district to promote sustainable, mixed-use development along the county's planned transit route in a designated growth area near Orlando International Airport.

CONTACT INFORMATION

Jay Sargent
Assistant. Planning Director and
Project Manager
(407) 836 5373

Sanibel, FL | Appropriately-Sized Home Policy and Regulations (2003)

Clarion, in association with BSSW Architects, was retained to evaluate the visual impacts of the appropriately-sized home issue on Sanibel's existing character and to identify potential policy options for addressing the compatibility of residential infill and redevelopment with its surrounding context. Sanibel's neighborhoods are substantially built-out and consequently, when most new single-family development, additions, or renovations occur, they will be in existing neighborhoods where the development pattern is established.

In a number of these neighborhoods there is a significant difference in the design and scale of the existing single-family development and what is currently allowed under the city's existing development standards. The town had responded in the past with traditional dimensional and development standards, including general requirements that new single-family homes and remodels be compatible and harmonious with the existing character of single-family development in the neighborhood where they are located. However, the issue had remained difficult for the community to address. Clarion developed a detailed issues summary and a number of potential policy options to address specific issues.



CONTACT INFORMATION

Bruce Rogers
Former Planning Director
(239) 472-4891

St. Lucie County, FL | Land Development Code (1982-2009)

Craig Richardson served as the consultant to St. Lucie County in the design, updating and drafting of the county's zoning ordinance in 1983. The project involved the design of a flexible set of zoning districts to bring that jurisdiction's land use controls into consistency with the St. Lucie County Growth Management Policy Plan, and a restructuring of the administrative procedures to provide more clarity and certainty in the county's development review process. In 1984-85, Mr. Richardson served as consultant to the county in designing special land use controls for the county's coastal environment, Hutchinson Island, to insure adequate protection of economic and natural values, and to insure consistency with the region wide Hutchinson Island Resource Planning and Management Committee Plan adopted pursuant to Florida's Environmental Land and Water Management Act. Responsibilities in this effort included legal and planning analysis, ordinance preparation, and presentations at public hearings. In 1989, Mr. Richardson assisted the County Attorney on a variety of legal issues including interpretations under Rule 9J-5, F.A.C. as the city prepared its Comprehensive Plan, and responded to the Florida Department of Community Affairs in its review of the Comprehensive Plan. In 1990-91, Mr. Richardson assisted the county in the revision and



CONTACT INFORMATION

Dan McIntyre, Esq.
County Attorney
772.462-1420

consolidation of its zoning ordinance into a unified Land Development Code. Clarion is currently assisting the city in the update, streamlining, and consolidation of its procedures into a new Administration chapter.

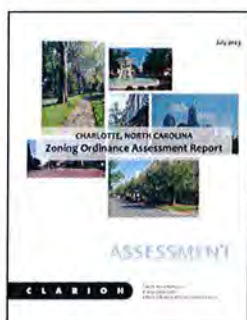
Portsmouth, VA | Zoning Ordinance (2007-2010)



Clarion, in association with WRT, prepared a new zoning ordinance for this mature, built-out community of over 100,000 in the Hampton Roads area. The code, which primarily focuses on redevelopment issues and form over use, includes: new regulations for the downtown, primary corridors, and regional activity centers; new infill development regulations; provisions that reduce current nonconformities (from over 50% of development to less than five percent) in ways that maintain desired form and character; a move away from single-use to mixed-use districts, with new use types that encourage more pedestrian-friendly and less auto-dependent lifestyles; and integration of sustainable development concepts through new green building

incentives. The new zoning ordinance was adopted in February of 2010. It received an Innovation Award from the VAPA in 2010, and in 2012 was awarded the EPA Smart Growth Award for Policies and Programs.

Charlotte, NC | Zoning Ordinance Assessment (2013- Current)



Clarion, in association with Opticos Design and Kittelson Associates, is assisting the City of Charlotte with a comprehensive evaluation of its zoning ordinance. The evaluation effort involves two steps. Step one is a general assessment of the current zoning ordinance and an identification of its strengths and weaknesses in terms of organization, clarity, ease of use, graphics, zoning districts, development standards, procedures, definitions, and implementation of current plan policies. Step two involves evaluating alternative approaches for what the Charlotte Zoning Ordinance might look like in the future, whether as a result of incremental updates or a major comprehensive revision. Special areas of emphasis include an introduction to form-based tools and how they

might be used to implement Charlotte's plans and policies, as well as a discussion of other type of zoning approaches (performance zoning and hybrid codes) that also might be considered by Charlotte. The assessment also includes a study of national zoning best-practices in selected cities to identify innovative and effective tools and approaches used for achieving planning and development goals similar to those of Charlotte, improving the overall efficiency and effectiveness of zoning tools, and improving user-friendliness. The reports were presented to the City in July 2013. Clarion is now working with City staff on code revisions to implement some of the recommendations of the reports.

Irving, TX | Development Code (2010-2012)



Located between Dallas and Fort Worth and adjacent to the DFW International Airport, Irving is a business-friendly community with a historic downtown and many attractive neighborhoods. Irving is home to Las Colinas, one of the country's first "edge cities," which has become a major attraction for high-quality new office, retail, and residential development. The city's primary goals for rewriting its development ordinances are to significantly improve the

residential and commercial design standards, especially along commercial corridors; reduce reliance on a site plan district option that had become the default process for approving most new developments; improving the organization of a very old code that has seen many piecemeal amendments; and improving the efficiency of the development review process in order to maintain the city's reputation as a development-friendly community. The Clarion team revamped the existing code by adding new design standards, carefully tailored to the city's

CONTACT INFORMATION

Paul Holt, Former Planning Director
& Asst. City Manager

City of Portsmouth, Virginia

757-253.6674

paul.holt@jamescitycountyva.gov

CONTACT INFORMATION

Laura Harmon, Deputy Planning
Director

Harmon: 704-376-4565

CONTACT INFORMATION

Kevin Kass, Planning and
Research Manager

Irving, TX

(972) 721-8081

kkass@cityofirving.org

various commercial highway corridors and residential infill areas, and by introducing a conditional use process and minor modification process to more efficiently handle problematic use and routine approvals. A major goal of the code revision effort was also to increase staff-level decision-making in order to minimize the number of applications requiring full city council review.

Vienna, VA | Maple Avenue Corridor Regulations (2013- current)

CONTACT INFORMATION

Greg Hembree, Director of
Planning and Zoning

Town of Vienna, VA

703.255.6341

ghembree@viennava.gov

Vienna is a mature, built-out town on the western side of the Washington, DC metropolitan area, adjacent to Tysons Corner. It is bisected by Maple Avenue (State Road 123), which serves as the town's main street as well as a main route for commuters in the northern Virginia region as they travel to and from Washington, DC, and other parts of northern Virginia. Clarion Associates, in collaboration with Lardner Kline Design and Seth Harry Associates, is assisting the Town in preparing a set of corridor regulations for Maple Avenue to ensure it remains a walkable and pedestrian-oriented main street that is consistent with Vienna's small town character—while at the same time recognizing it will continue to serve as a commuter route for northern Virginia. The regulations are in the adoption process.



Morrisville, NC | Town Center Code (2009-2010)

CONTACT INFORMATION

Courtney Tanner, Senior Planner

Town of Morrisville, NC

919.463.6199

ctanner@townofmorrisville.org

Clarion Associates was retained by the Town of Morrisville to prepare a highly-illustrated code to help implement its award-winning Town Center Plan. A diagnosis of the town's existing Zoning Ordinance and regulations was prepared to identify potential gaps and inconsistencies and to establish a framework for the new code. A design workshop was held with Town Center residents to confirm plan recommendations and solicit feedback on the proposed approach. Members of the development community, elected and appointed officials, and other interested parties provided their input using interactive keypad technology. The resulting code structure is closely tied to the vision established by the plan, providing tailored development standards for different character areas and types of development within the Town Center. The code was adopted in 2010.



Salt Lake City, UT | Sustainable Development Code and Energy Efficiency/Conservation Strategy (2010-2011)

Clarion Associates assisted Salt Lake City in incorporating sustainability provisions into Salt Lake City's zoning and subdivision ordinances, a high priority goal since the election of the City's FAICP mayor, Ralph Becker. The provisions were adopted. Clarion also worked with the Office of Sustainability on an overall energy efficiency/conservation strategy. Some of the changes the effort accomplished include: creating incentives for compact, mixed-use development patterns that reduce the need to drive to work; removing barriers to solar and other alternative energy sources; promoting alternative means of transportation like bicycling and walking that can improve community health while helping reduce air pollution; protecting trees that absorb greenhouse gases and reduce storm water runoff and pollutants; and encouraging water-conserving landscaping.



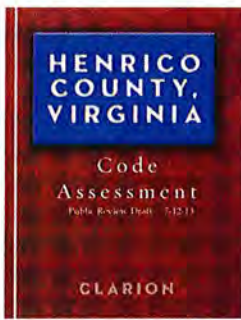
CONTACT INFORMATION

Vicki Bennett, Director of Office
of Sustainability

Salt Lake City, Utah

801.535.6540

Henrico County, VA | Development Code Assessment (2012 to current)



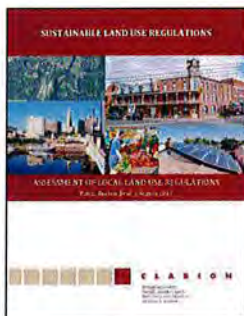
Henrico County is a county of 300,000 residents surrounding the Richmond metropolitan area. As the last task in its work assisting on the County's Vision 2026 Comprehensive Plan, Clarion Associates prepared an assessment of Henrico County's zoning and subdivision regulations to identify changes that would need to be made to implement the Vision 2026 Comprehensive Plan, and incorporate recent national best practices into the regulations (where appropriate). Some of the key changes identified were: making the development regulations easier to understand and administer; incorporating more flexibility into the regulations to encourage the appropriate type of infill and redevelopment; adding tools to allow for and encourage higher quality mixed use development; incorporating modern zoning tools like a use classification system and graphically-driven zoning district standards; modernizing and including more measurable development standards; and promoting more environmentally-friendly development. The code assessment forms the basis for a strategic overhaul of the County's zoning and subdivision regulations.

Philadelphia, PA | New Zoning Code (2010-2012)



Clarion Associates was retained by the City of Philadelphia to lead a team to draft a complete rewrite of the Philadelphia zoning code. Working with consultants Duncan Associates, Claflen Associates, WRT, Portfolio Associates, and CHPlanning, as well as a 31 member Zoning Code Commission of key stakeholders, Clarion completed a thorough Assessment of the current code, a Best Practices report on key innovations, Detailed Recommendations for the new Code, and then the new Code itself. An extensive public outreach process used a series of six on-line surveys to reach 2,585 Philadelphians, and over 37 neighborhood and district meetings were held. The 57 existing base zoning districts were consolidated into 35; the 33 existing overlay districts were consolidated into 11; and the antiquated list of permitted uses was replaced with a shorter and more flexible approach. Major improvements in landscaping, tree protection, sustainability, open lands protection, and form/design controls were incorporated. Required parking ratios were lowered and maximums adopted, and review and approval procedures were clarified and simplified. The final code was approved unanimously by the Philadelphia City Commission in December 2011 and became effective in August of 2012. The Pennsylvania AIA awarded Philadelphia its 2012 President's award for excellence for these planning and zoning reforms. The project also received an implementation award from national APA in 2013.

Connecticut Capitol Region Council of Governments (CRCOG) Sustainable Model Code Provisions (2012-2014)



Clarion Associates led a team working with the Capitol Region Council of Governments (Hartford) on a groundbreaking regional sustainable code project. Working with CRCOG staff and 12 local municipalities, Clarion identified four key regional sustainability topics including alternative energy/energy conservation, housing affordability/diversity, mixed use/compact development, and food security. The firm then undertook a detailed assessment of the 12 communities' development codes to identify regulatory barriers to achieving regional sustainability goals as well as potential incentives and regulatory gaps that needed to be filled. Finally, Clarion has drafted a series of model code provisions addressing issues such as alternative energy facilities, solar access, community gardens, accessory dwelling units, mandatory affordable housing mitigation, and mixed-use and transit-oriented development that can be used by the region's municipalities to implement their sustainability goals.

CONTACT INFORMATION

Joe Emerson, Planning Director
Henrico County, Virginia
804.501.4605
eme@co.henrico.va.us

CONTACT INFORMATION

Alan Greenberger, Director
Philadelphia City Planning
Commission
215.683.4600

CONTACT INFORMATION

Emily Hultquist, Project
Manager, Connecticut Capitol
Region Council of Governments
860.522.2217 ext. 219
ehultquist@crcog.org

CONTACT INFORMATION

Shannon Peterson, Historic
Preservation Officer

San Antonio, TX

(210) 207-8316

shannon.peterson@sanantonio.gov

San Antonio, TX | Historic Design Guidelines and Standards (2011-2012)

San Antonio, Texas, is the seventh largest city in the United States with a land area of about 412 square miles. The new Historic District Design Guidelines and Standards apply to all 27 locally-designated historic districts as well as all historic districts designated in the future. These districts vary in size from three parcels total to seven miles long. While the new standards and guidelines were organized to function as a cohesive document, each major section was formatted as a stand-alone document with a cover page and table of contents. The document is highly visual containing photographs, illustrations, and labeled drawings.

The guidelines and standards are organized into four major categories including:

Exterior Maintenance & Rehabilitation

Additions & New Construction

Non-Residential and Mixed-Use

Site Elements



Greenville, SC | Design Standards and TOD/BRT District Provisions (2012-2014)

In 2012 Greenville retained Clarion, in collaboration with Ferrell Madden Associates and Ross Chapin Architects, to (1) revise the City's neighborhood protection standards to ensure greater compatibility between single-family neighborhoods and adjacent higher-density residential and nonresidential development; (2) draft nonresidential and multifamily design standards to support more compact, walkable, and mixed-use development forms in appropriate locations; and (3) draft transit-oriented development regulations associated with bus transit service being planned as part of a HUD Sustainable Community Challenge Grant. The Clarion team has completed its draft work products, and is working with staff to make final revisions before presenting the materials to the public and City Council.



CONTACT INFORMATION

Jean Pool, Former

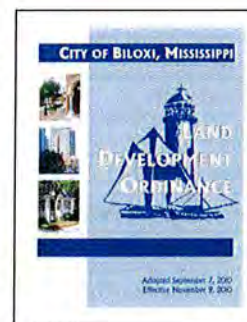
Planning Manager

City of Greenville, SC
864.467.4495

jeanmelpool@gmail.com

Biloxi, MS | Land Development Ordinance Update (2008-2010)

In 2005, Hurricane Katrina devastated Biloxi, a Gulf Coast city of 45,000 people, destroying 24 percent of its homes and businesses, including most of its casinos, tourist facilities, and seafood industry. Working in association with WRT, who developed the post-Katrina comprehensive plan for the City, Clarion Associates updated the City's Land Development Ordinance (LDO) to (1) foster redevelopment of "Old Biloxi" into a mix of residential, tourist-oriented, and community-serving uses that complement the city's historic, natural, and scenic character, and (2) establish new regulations for development in the city's fast-growing inland areas. In addition to streamlining development review, making regulations user-friendly, and improving development quality, the updated LDO focuses on modernizing zoning districts to reflect new development patterns and encouraging redevelopment of Old Biloxi while mitigating the city's vulnerability to damage by future hurricanes and storms. It also incorporates incentives for sustainable development practices. The updated LDO was adopted in 2010.



CONTACT INFORMATION

Jerry Creel, Director of
Community Development

City of Biloxi, MI

228.435.6280

jcreel@biloxi.ms.us

Pittsburgh, PA | Urban Zoning Code



Teamed with Duncan and Associates, Clarion was retained in 1993 to assist the city in preparing the first complete revision of its zoning code since 1957. Clarion took the lead in drafting issues and options papers addressing commercial, institutional, and industrial districts, administration and enforcement provisions, and open space/environmental protection standards. The final code, which was adopted by the City, included innovative industrial area protection standards and neighborhood compatibility regulations

drafted by Clarion.

Recently, Clarion was asked back to Pittsburgh to assist in the preparation of electronic sign provisions for the city, and to conduct a two-day workshop for the elected officials on incorporating sustainability concepts into their zoning code.

CONTACT INFORMATION

Paul Farmer, Former Planning Director

Currently Executive Director of American Planning Association

312.431.9100

U.S. EPA | Low-Impact Development/Green Infrastructure Water Quality Audit Tool (2012)



Clarion was retained by the Smart Growth Office of the US EPA to assist in the development of a comprehensive Low-Impact Development Audit Tool for use in assessing local storm water management and water quality protection programs. These alternative tools include, among others, use of open space and bioswales for infiltration of storm water, pervious pavement, tree protection, and clustered, mixed-use developments to reduce impervious surfaces. Chris Duerksen of Clarion Associates played a major role in developing the overall format of the audit tool, identifying

specific approaches, and designing a point system for local self-assessment.

CONTACT INFORMATION

Lynn Richards, Director of Policy, Sustainable Communities Office U.S. EPA

(currently on leave as Loeb Fellow)

703.597.6291

Additional Code Experience

Below we identify other comprehensive development code rewrites we have prepared in the past five years.

Client	Type of Project	Timeline
Prince George's County, MD	Zoning and Subdivision Regulations	2014-current
Columbia, MO	Development Code Update	2014-current
Columbia, SC	Zoning Ordinance Update	2014-current
Aurora, CO	Zoning Code Update	2014-current
Carbondale, CO	Zoning Code Update	2013-current
Frisco, CO	Zoning Code Update	2013-current
Denton, TX	Zoning Code Update	2013-current
High Point, NC	Development Ordinance	2012-current
Indianapolis, IND	Development Code Update (sub)	2012-2014
Brunswick, ME	Zoning Ordinance Update	2013-2014
Teton County/Town of Jackson, WY	LDR Update	2013-2014
Boise, ID	Development Code Update	2012-2014
Fort Wayne, IN	Zoning Ordinance Update	2012-2014
Duluth, MN	Development Code Update	2011-2013

Client	Type of Project	Timeline
Youngstown, OH	Redevelopment Code	2011-2013
Hilton Head Island, SC	LMO Update	2012-2014
Beaufort County, SC	Multi-Jurisdictional Form-Based Code	2010-2013
North Las Vegas, NV	Development Code Update	2011-2014
Tucson, AZ	Zoning ordinance (Reorganization –user-Friendliness)	2011-2013
Currituck County, NC	Unified Development Ordinance	2009-2012
Austin, TX	Design Standards and Mixed Use ordinance	2009-2010
Williamson County, TN	Comprehensive Plan and Zoning Ordinance	2008-2010
Winnipeg, Canada	Development Code Update	2010-2012
Henderson, NV	Comprehensive Zoning Ordinance Revisions	2010-2012
Tahoe Regional Planning Agency	Regional Plan Code of Ordinances	2012-2013
Rowlett, TX	Development Code Update	2010-2012
Franklin, TN	Zoning Ordinance	2005-2008
Lake Oswego, OR	Zoning Code Update	2012-2013
Bainbridge Island, WA	Zoning Code Update	2012-2013
Mooreville, NC	Zoning Ordinance	2005-2008
Fayetteville, NC	Unified Development Ordinance	2008-2012
San Antonio, TX	Historic Design Guidelines and Standards	2012-2013
Powhatan County, VA	Zoning and Subdivision Ordinances	2011-2013
Sparks, NV	Downtown and TOD Corridor Regulations	2011-2012

RELEVANT COMPREHENSIVE PLANNING EXPERIENCE

The professionals who are available to assist in the project have substantial experience working throughout Florida preparing comprehensive plan amendments, comprehensive plans, and EARs. We identify in this section some of our recent projects. For each project, we include a short description of the project and identify the client and provide a reference.

ILER PLANNING

Miramar, FL | EAR Based Comprehensive Plan Amendments



Iler Planning successfully prepared and completed EAR- based comprehensive plan amendments for the City of Miramar. Key issues addressed in the EAR were enhancing the quality of life, improving neighborhood appearance, creating a master redevelopment plan for the 441 corridor and East Miramar, ensuring compatibility of industrial areas near neighborhoods, constructing a new City Hall complex, re-using existing City buildings for community needs, making City Hall business-owner friendly, and promoting private investment in schools.

CONTACT INFORMATION

Community Development
Director
City of Miramar
(954) 967-1635

Deerfield Beach, FL | Evaluation and Appraisal Report and Related Comprehensive Plan Amendments



service, bicycle and pedestrian connections, intergovernmental coordination, and plan simplification and usability.

Iler Planning prepared amendments to the Deerfield Beach Comprehensive Plan to bring it up to date and make it easier for citizens and decision makers to understand. Key issues addressed in the project included ensuring compatible land use patterns in the city, community sustainability, cost-efficient infrastructure programming, affordable housing, downtown redevelopment, school concurrency, road and transit level of

CONTACT INFORMATION

Planning Director
City of Deerfield Beach
(954) 480-4206

Davie, FL | EAR-Based Amendments and Visioning Program



transportation improvements and the road network, and proposed density increases in targeted places in the community.

Iler Planning prepared EAR-based amendments for the Town of Davie. In addition to meeting all statutory required public hearings, Iler Planning conducted community workshops in each of the four districts of the town during the process. This allowed residents and community stakeholders to address issues of direct interest to their neighborhoods. Key issues addressed during the process were preservation and acquisition of open space, strategies and opportunities for affordable and workforce housing, refinements to the capital improvement plan, planning for economic vitality, planning for

CONTACT INFORMATION

Director of Development
Services
Town of Davie
(954) 797-1000

CONTACT INFORMATION

City of Tamarac

(954) 924-3600

Tamarac, FL | Commercial Boulevard and University Drive Corridor Study

Iler Planning was selected to prepare the Commercial Boulevard and University Drive Corridor Study for the City of Tamarac. The initial tasks involved assessing the opportunities and constraints of the study area, then recommending strategies to enhance the corridor. The issues considered were land use, community identification, transportation functionality, pedestrian access and the overall aesthetics of the corridor. Study recommendations included establishment of eight land use nodes, construction of a combined bike and pedestrian path, increasing the cross access easements and frontage roads to improve traffic flow, creation of building design guidelines and an overall architectural theme for the corridor, creation and application of a landscaping palate and improved sign regulations, and the development of community identification signs located at key points along the corridor.



CONTACT INFORMATION

Planning & Zoning Director

City of Doral

(305) 593-6725

Doral, FL | Doral Green Master Plan

Doral commissioned Iler Planning to develop an innovative Green Master Plan to reduce the City's contribution to global warming. The plan addressed problem areas such as vehicle travel, energy efficiency, water use, and land allocation. The plan can positively change Doral's future by guiding the City's operations and growth in an environmentally responsible manner. Implementation of the plan not only serves the City's leadership in green planning, but improves citizens quality of life and makes the community a more cohesive place to live and work. The goal of the Green Master Plan is to help the City conserve natural resources, enhance the quality of life, bolster economic vitality and leave a sustainable legacy to future generations of Doral residents. The plan received FAPA's 2009 Award for Excellence in Planning and the Florida Planning and Zoning Association's 2009 Award for Outstanding Innovation in Planning.



CONTACT INFORMATION

Town Manager

Town of Miami Lakes

(305) 558-8244

Miami Lakes, FL | First Comprehensive Plan

Iler Planning prepared Miami Lakes first Comprehensive Plan. Key issues addressed include enhanced bike and pedestrian connectivity, increased connections between eastern and "new" western areas, residential build-out, preservation of community design, maintaining and enhancing a unique passive pocket park system, and mitigating regional cut-through traffic.



Doral, FL | First Comprehensive Plan

Iler Planning prepared Doral's first Comprehensive Plan. As part of this effort the plan established five (5) mixed-use categories and created an urban central business district and two regional activity centers.



CONTACT INFORMATION

City Manager

City of Doral

(305) 59-DORAL

4. Work Plan and Timeline

GENERAL PROJECT APPROACH

The Clarion team perceives our role in an LDR rewrite as well as a comprehensive plan amendment process as collaborative—we serve as an extension of city staff. In the LDR rewrite project our primary role is to educate about best practices, design and draft LDRs, help resolve regulatory issues between disparate views within the community, and provide advice and guidance on regulatory and implementation issues based on our experience. Our approach to the project is one we have developed over years of practice. We are firm believers in establishing a **well-defined process** where everyone understands what to expect in terms of process and deliverables. Our work plan establishes an **iterative process** that provides all involved “numerous bites at the apple”—or a number of opportunities to review and provide comments on the proposed structure and best practice concepts included in the LDRs, and the proposed plan amendments.

We prefer an approach that is **inclusive** of as many points of view as possible. We would use tools in the LDR rewrite project that communicate zoning concepts to as many interested parties as possible, and have structured the work plan for the code part of this project that way. This potentially brings in new stakeholders, developers, new businesses, and residents who will need a seat at the table and a say in how the rewritten code can be tailored to meet their needs. Achieving this goal in LDR rewrite projects can be difficult since they involve complex and technical issues and specific and detailed language. We address this challenge by incorporating elements in the work plan that make the concepts behind the code provisions more accessible and understandable to the layperson.

We are committed to drafting LDRs that are **clear, precise, and predictable**. To ensure the document meets this objective, we rely heavily on graphics, process flow charts, summary tables, simple page layouts, and intuitive document organization. We eliminate needless repetition and establish expedited review processes for preferred development types. We establish clear, measurable standards. Furthermore, we understand the opportunities and challenges of emerging concepts in zoning such as mixed-use development, “edge management” adjacent to mixed-use, and form-based controls.

Finally, we believe in **incentive-based approaches** to preferred development. Applicants/developers are more likely to follow preferred development forms if they can see and understand the “upside” in doing so. Our development codes include incentives for preferred development forms, menu-based options for complying with development standards, and flexible techniques for achieving compliance with code requirements.

PRELIMINARY WORK PLAN

As requested in the RFP, this section outlines a preliminary work plan and timeline for the City’s consideration. It is developed based upon our review of the RFP, the goals it identifies for the project, and our prior experience in updating development codes and preparing comprehensive plan amendments. We have integrated the work plan for the plan amendments into the work plan for the LDR rewrite project, to make the project as efficient as possible. We emphasize this is a preliminary work plan and we are flexible and willing to make refinements and adjustments to meet the City’s specific objectives. The work plan is followed by a timeline that shows how the project will be completed within 22-month timeframe. The work plan consists of **five core tasks** and **four optional tasks**. They are outlined on the following pages.



TASK 1. PROJECT INITIATION AND ORIENTATION

1.1. INITIAL REVIEW OF ORDINANCES AND OTHER BACKGROUND DOCUMENTS

As a first step, Clarion team members will review the relevant background materials, including, but not limited to: the zoning code, the landscape code, plat regulations, sign code, other relevant parts of the Code of Ordinances related to land development, the zoning map; all relevant planning documents, other documents that provide policy direction; administrative rules and interpretations of the current regulations; examples of approved development permits; and other documents identified by City staff.

1.2. INITIAL MEETINGS, INTERVIEWS, AND RECONNAISSANCE

After completion of the background review, the Clarion team will:

- Conduct interviews with the City's project manager and other staff;
- Conduct interviews with key stakeholders (citizens that represent different perspectives in the community), elected and appointed officials, and neighborhood and business representatives (if appropriate);
- Undertake reconnaissance; and
- Finalize the work plan (if necessary).

As part of this effort, Clarion will develop an internal survey for City staff to complete in advance of the meeting. This survey would be circulated by the City's project manager to key staff for discussion. The survey provides a framework for input in a consistent fashion during the interviews. These discussions will give the Clarion team a better understanding of how the existing regulations work (and don't work) in practice, and how City staff believes different goals should be implemented, and what type of plan amendments need to occur. The interviews with stakeholders, elected officials, board and commission members, and business and neighborhood representatives (if appropriate) will identify issues they place a strong emphasis on, development regulation deficiencies, and perceived strengths and weaknesses of the comprehensive plan as the guide for changes to the land development regulations, and changes not identified in the comprehensive plan and other plans and policy documents that need to be made to the regulations (and incorporated into the comprehensive plan as amendments).¹

After the interviews, the Clarion team will conduct reconnaissance of Tamarac with City staff to gain a better understanding of how land development issues are playing out.

1.3. KICK-OFF MEETINGS AND PUBLIC FORUM

On a second trip to the City, the Clarion team will hold project kick-off meetings with an Advisory Committee, the Planning Board, and City Commission (as appropriate), and conduct a Public Forum to hear from the public about the project. The kick-off meetings with the Planning Board and City Commission will be coordinated with their regularly scheduled meetings or workshops, if possible. The purpose of these kick-off meetings and the Public Forum is to:

- Inform these groups and the public about the project and its schedule,

TASK 1: PROJECT INITIATION AND ORIENTATION – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Review existing land development regulations, plan documents, other documents, and records
- Draft survey for staff
- Design and set-up website
- Draft survey for website
- Conduct interviews with staff
- Conduct interviews with stakeholders and others, as appropriate
- Conduct reconnaissance of City, with staff
- Facilitate and conduct kick-off meetings and Public Forum outlined in Task 1

CITY STAFF

- Send copies of plans and land development regulations, and other relevant documents to Clarion (including editable digital version of current land development regulations)
- Circulate survey to staff (as appropriate)
- Review and comment on project website design
- Review and comment on survey for website
- Organize and accompany Clarion on reconnaissance
- Organize kick-off meetings and Public Forum
- Participate in meetings and interviews with Clarion team

TRIPS

- One, two-day trip to City to interview staff and stakeholders, and conduct reconnaissance
- One, two day trip to City to conduct kick-off meetings and Public Forum"

SCHEDULE

- Completed: Two and one-half months after Project Initiation

¹ It should be noted the State-required Comprehensive Plan Evaluation and Appraisal Report (EAR) notification date for Tamarac is June 2015 which will occur during this project. If the City decides, due to significantly changed conditions, to conduct an EAR then it may be advantageous to combine the EAR process with this limited update. This issue should be discussed and resolved in the initial meetings.

- Obtain input about the problems the community has with the current land development regulations, issues they believe need to be addressed in the rewrite (e.g., the regulations need to be more user-friendly, or are creating obstacles for or impeding preferred types of development), and the key goals they have for the update; and
- Obtain input about changes that need to be made to the comprehensive plan to implement the City's land use policy direction.

This information will be obtained in an effort to synthesize the problems that need to be addressed in the LDR rewrite, the key goals for the rewrite project, and potential comprehensive plan amendments.

Additionally, and before the Public Forum, the Clarion team will place a survey questionnaire on the project website, which would allow any member of the public who is interested to identify problems with the current regulations, the key goals the City should address in the rewrite, and changes that need to be made to the comprehensive plan to align the plan with current City policies.

Finally, the Clarion team will summarize the input gathered in the interviews, meetings, and Public Forum.

1.4. PUBLIC INVOLVEMENT STRATEGY

Based on our prior experience in draft comprehensive plans and development codes, we understand that care must be taken to maximize public involvement, but not to overwhelm the community and end up with public outreach fatigue. A LDR rewrite project is a significant undertaking that must be carefully considered and systematically pursued. Evaluating and comprehensively revising development regulations is different from updating a comprehensive plan in several important aspects that need to be considered in designing a realistic public involvement program for the LDR rewrite. Development regulations are more technical in nature than comprehensive plans. *Language and standards must be clear and precise.* While citizen input is important, it tends to be more focused than with most general comprehensive plan projects, with an emphasis on technical review. At the same time, it is also important that public involvement be sufficient to ensure the community values are incorporated into the process, and that there is general public buy-in for the LDR rewrite

This is not to say the update of the Tamarac Comprehensive Plan will not also require well-planned public involvement activities, clearly presented in plain language, laying out in summary form with ample graphics what the applicable goals, objectives and policies are now and how they can be modified to facilitate implementation of the Commercial Arterial Redevelopment Study and any other important aspect of the City's vision. During the public involvement process, input for the Plan update will be integrated with the LDR activities.

With these factors in mind, we suggest the City consider establishing an Advisory Committee to provide input to the Clarion team and staff throughout the LDR rewrite process. It has been our experience that such committees are very helpful. They usually play an important role in identifying expectations of the community for the project, identifying issues of concern to code users, and providing feedback and advice about the direction of the project. Members of the Advisory Committee might include representatives from City departments and review boards, local neighborhood organizations, the homebuilders association, other development community representatives, environmental organizations, the chamber of commerce, neighborhood organizations, and any other organizations interested in land use activity and development in the city. Based on our prior experience, the ideal size of the committee is 10 to 15 people. Our experience teaches such a committee can be very helpful in identifying technical issues that should be addressed in the update, confirming project goals, and in some instances, helping work through and resolve issues where there are conflicts.

We assume public involvement for the Comprehensive Plan update and LDR rewrite project will consist of periodic meetings and workshops and regular check-in meetings with City staff, the Advisory Committee, the public, the Planning Board, and the City Commission at various points in the project. We include the following:



- During Task 1; a series of kick-off meetings with the Advisory Committee, Planning Board, and City Commission, and a Public Forum .
- In Task 2, after completion of the LDR Assessment and Plan Recommendations report, a series of meetings with the public, the Advisory Committee, the Planning Board, and the City Commission. The purpose of these meetings will be to present the LDR Assessment and Plan Recommendations report, and ultimately receive input and resolution that direction for the LDR rewrite in the Assessment is appropriate, as well as the recommendations for the comprehensive plan amendments.
- In Task 3, after completion of each of the two installments of the Public Review Draft of the LDRs, a series of meetings with the public and the Advisory Committee, Planning Board, and City Commission (as appropriate) to present the draft installments and receive input and direction.
- In Task 4, after completion of the testing of the Public Review Draft of the LDRs which shows a side-by-side comparison of examples (case studies) of recently approved development with comparable hypothetical development on the same site produced in accordance with the proposed LDRs. This enables the community to see the differences the new regulations will make to the form and character of development. The work plan includes two days of meetings with stakeholder groups, the public, the Advisory Committee, the Planning Board, and the City Commission (as appropriate). After these meetings are concluded, the Clarion team would receive direction from the City about changes to the Public Review Draft of the LDRs, and prepare a Public Hearing Draft, which is ready for public hearings and adoption.
- In Task 5, after preparation of the Public Hearing Draft of the LDRs, presentation of the LDRs at a public hearing.



Other public involvement tools that will be included in the project are:

- A **project website**, set up by the Clarion team, to provide information about the project and its schedule (Task 1). New work products will be placed on the website when they are available for public review. The website will serve as a tool through which the public can comment on the process and the work products as they are completed.
- A **brochure/pamphlet** to summarize the LDR Assessment and Plan Recommendations report, in a concise and graphically pleasing format (in Task 2).

The City might also consider other public outreach approaches that we have used in other code revision projects and would be pleased to discuss (but have not included in the work plan). They are: **systematic outreach** to members of the local media through press releases, press conferences, personal contact, and other strategies that work in tandem with other efforts the City may be engaged in; the use of **Cable TV** (if it is available), through the taping of several short informational programs; use of

Facebook to reach the most "plugged in" audiences, as well as input opportunities on the web (if appropriate); or **special meetings at local churches or community centers** to reach community members who do not usually attend public meetings.



TASK 2. LDR ASSESSMENT AND PLAN AMENDMENT RECOMMENDATIONS

Based on information gathered in Task 1, the Clarion team will prepare a LDR Assessment and Plan Recommendations report in Task 2 to (1) synthesize and refine the key issues and solutions to be addressed in the LDR rewrite project, and provide a detailed outline of the proposed LDRs structure if the key issues and solutions are addressed; and (2) identify the amendments that need to be made to the comprehensive plan. The report will consist of two components: a Diagnosis and an Annotated Outline.

2.1. DIAGNOSIS

The purpose of the **Diagnosis** is to:

Identify the key issues and goals that need to be addressed in the LDR rewrite—in other words, the broad policy changes that need to be incorporated into code based on the Commercial Redevelopment Study, the comprehensive plan, and other policy documents that City officials agree need to be implemented, along with other changes City officials identify during the issue identification interviews and meetings conducted in Task 1.

Analyze the current land development regulations, identifying:

- Their strengths and weaknesses (including but not limited to the existing districts, development standards, definitions, structure, organization, clarity, and administration/procedures, and enforcement provisions)
- Areas where there is a mismatch or gap between plan policies and direction and other land use policy the City wants to implement, and the current provisions in the land development regulations including mismatches in the zoning districts and land uses;
- Areas that need to be modified to bring them into conformance with local, state and federal law.

Summarize national best practices that might be considered for incorporation into the LDR rewrite, such as solutions to address the key issues and goals. This analysis will be based on our work updating development codes in Florida and around the country and research on these issues, and include recommendations.

Identify key issues associated with the adopted Comprehensive Plan— This could include how well the current LDRs are integrated with the comprehensive plan, eliminating land use categories, creating new ones and modifying policies which hinder the Redevelopment Study goals. It will be important to ensure neighborhood protection and quality of life goals, objectives and policies are assessed and adjusted as necessary. If additional mixed use densities and intensities are proposed in the LDRs, the level-of-service standards in the Comprehensive Plan will be evaluated for possible impacts.

Summarize the inconsistencies between the LDRs, zoning map, comprehensive plan, and Redevelopment Study, to inform the appropriate regulatory framework for the new LDRs.

Summarize and discuss the most appropriate zoning framework for the new LDRs, based on our experiences in updating codes throughout the nation. For example, we assume the new LDRs will be a hybrid model that draws on concepts and tools from a range of different zoning approaches (e.g., euclidean zoning, performance zoning, transactional zoning, and form-based coding).

As outlined in the RFP, as part of this analysis, the diagnosis will also address:

- Making the regulations more user-friendly, generally
- Providing more efficient administration provisions (rules for procedures and permitting)
- Making the regulations more predictable, and clarifying language
- Clarifying and adding definitions to add more precision to the regulations, reducing the need for interpretations
- Consolidating all zoning and land development regulations into one document

TASK 2: LDR ASSESSMENT AND PLAN AMENDMENT RECOMMENDATIONS – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare staff review draft of LDR Assessment and Plan Amendment Recommendations Report
- Prepare public review draft of Report
- Conduct meetings on Report, as outlined in Task 2
- Receive direction
- Prepare final Annotated Outline

CITY STAFF

- Review and provide consolidated written comments on draft Report, tel. conference with Clarion to decide on revisions
- Distribute Report
- Organize meetings

TRIPS

- One, two-day trip to conduct meetings outlined in Task 2

SCHEDULE

- Completed: Four months after completion of Task 1

TASK 3. PUBLIC REVIEW DRAFT OF LDRS AND PLAN AMENDMENTS

3.1. STAFF DRAFT

Based on the final annotated outline agreed to in Task 2, the Clarion team will next prepare draft LDRs and Comprehensive Plan amendments. The draft LDRs and Comprehensive Plan amendments will follow the annotated outline. The new LDRs will be user-friendly, clear, concise, and drafted with the goal of efficient administration. They will emphasize the use of



graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. Areas that will benefit from illustrations will be noted (though most illustrations will not be produced until language is refined in the public hearing version). The draft LDRs will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The draft plan amendments will be in strike-through and underline format accompanied by a clear, easy-to-understand summary.

As noted in the RFP, because the LDRs will include a substantial amount of new information, it will be difficult for any review body, or the public, to digest in a single review or meeting. Therefore, we recommend dividing the drafting process into three manageable installments consisting of related provisions. For example, we might propose dividing the work as follows: 1) procedures/administration; (2) districts/uses; and 3) development standards. Definitions will be prepared for each module as it is drafted. The exact composition and schedule for the drafting will be determined in consultation with City staff following the completion of the LDR Assessment and Plan Amendments Recommendations report.

As with the LDR Assessment and Plan Amendments Recommendations report, the Clarion team will prepare a "staff draft" of each installment for internal staff review only. While staff is reviewing the first installment, the Clarion team will begin drafting of the second installment. In this way, drafting and staff review will proceed in a relatively efficient way. Along with the second installment, and as requested in the RFP, a "working" draft zoning map will be prepared and included, which shows how the zoning maps will be mapped for representative sub-areas of the City. Staff will consolidate and reconcile their comments on each installment and present consolidated written comments on each installment to the Clarion team.

3.2. PUBLIC REVIEW DRAFT AND MEETINGS

After receiving one set of consolidated comments from staff on each installment, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes. The draft installment will then be made available to the public as the Public Review Draft. The Clarion team will then conduct a series of meetings with the the Advisory Committee, Planning Board, and City Commission (as appropriate), and Public (at a Public Forum) over a two-day period. The purpose of these meetings is to receive comment, input, and direction on the draft installments.

TASK 3: PUBLIC REVIEW DRAFT OF LDRS AND PLAN AMENDMENTS – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare staff draft of LDRs (in three installments) and Plan Amendments
- Prepare Public Review Draft of LDRs (in three installments) and Plan Amendments
- Conduct two days of meetings on each installment, as outlined in Task 3

CITY STAFF

- Review and provide written consolidated comments on installments; provide input on illustrations/ graphics
- Distribute installments to public
- Organize meetings

TRIPS

- Three, two day trips to conduct meetings outlined in Task 3

SCHEDULE

- Completed: Ten months after completion of Task 2

- Ensuring the new LDRs implement the updated comprehensive plan and the Commercial Arterial Redevelopment Study
- Incorporating hybrid zoning concepts into the regulations
- Modernizing the zoning districts and zoning district regulations
- Adding mixed use districts and other mixed use development options
- Reducing the number of business districts
- Incorporating form and design controls, as appropriate
- Revising the regulations to remove obstacles to redevelopment that is of high quality and consistent with the desired context
- Modernizing the development standards, incorporating best practices, as appropriate
- Incorporating sustainability principles
- Updating the zoning map.

Finally, and based on the input in Task 1, and the Clarion team's own independent analysis, the Diagnosis will also identify the policy changes and comprehensive plan amendments that need to be made as part of the project.

2.2. ANNOTATED OUTLINE

The Annotated Outline provides a **detailed outline of the structure of the new LDRs** if the key issues and themes identified in the Diagnosis related to the LDRs are addressed. It will address the use of alternative approaches discussed in the LDR Assessment and Plan Amendment Recommendations, and provide examples of how the new LDRs would be used to implement the recommendations of the comprehensive plan and the Redevelopment Study. The annotated

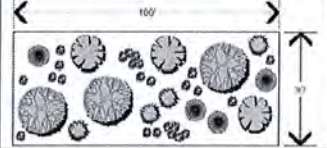

outline will also include discussion of potential revisions to the zoning map. The Annotated Outline provides the community an opportunity to review the overall structure of the proposed LDRs before the actual drafting begins. It will include an article-by-article, section-by-section outline of the new LDRs, an explanation of the purpose and nature of each article and major section in layperson's language, and examples of how the new LDRs would be used to implement the key project goals, updated comprehensive plan, and Redevelopment Study.

A summary of proposed comprehensive plan amendments will also be prepared including revised goals, objectives and policies, and any changes to the Future Land Use Map.

The first draft of the LDR Assessment and Plan Amendments Recommendations report will be for internal staff review only. That review allows staff to provide the Clarion team with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review. After receiving one set of written consolidated comments from staff, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes. The LDR Assessment and Plan Amendment Recommendations report will then be made available to the public.

2.3. PUBLIC MEETINGS

The Clarion team, working in conjunction with staff, will conduct a series of meetings on the LDR Assessment and Plan Amendment Recommendations report with the Advisory Committee, Planning Board, City Commission (as appropriate), and Public (at a Public Forum) over a two-day period. At the conclusion of this process, the Clarion team will look for direction on the report, and direction on the proposed structure of, and substantive changes that need to be made to the new LDRs and the plan amendments that need to be made. After obtaining direction from the City on the contents of the annotated outline, the Clarion team shall provide the City with a final annotated outline based on the direction provided. In our experience, obtaining early consensus on issues contained in the Assessment is a crucial step toward ensuring that the remainder of the process proceeds smoothly.

TABLE 16-5-103.I: BUFFER TYPES	
MINIMUM BUFFER WIDTH AND SCREENING REQUIREMENTS 1,2,3,4	
TYPE D BUFFER	
This buffer includes high-density screening designed to eliminate visual contact up to a height of six feet and create a strong spatial separation between adjacent uses.	
Option 1	 <ul style="list-style-type: none"> • Width: 30 feet • Overstory trees: 6 per 100 linear feet • Understory trees: 8 per 100 linear feet • Evergreen shrubs: 25 per linear feet and at least 6 feet high at maturity • At least 50% of all trees must be evergreen
Option 2	 <ul style="list-style-type: none"> • Width: 20 feet • Overstory trees: 5 per 100 linear feet • Understory trees: 6 per 100 linear feet • A solid wall or fence at least 6 feet high or a solid evergreen hedge at least 6 feet high and 3 feet wide • At least 50% of all trees must be evergreen

TASK 4: TEST DRAFT LDRs – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Collaborate with staff in identifying cases for testing
- Test cases agreed upon with staff comparing old regulations versus draft LDRs
- Prepare summary presentation for each test case and provide to staff for distribution
- Present the test cases at two days of meetings as outlined in Task 4, and receive input

CITY STAFF

- Work with Clarion in identifying test cases
- Review and provide comments on test cases
- Review and provide comments on summary presentations
- Organize meetings
- Distribute summary presentation materials

TRIPS

- One, two-day trip to present test cases and receive input as outlined in task 4

SCHEDULE

- Completed: Two months after Task 3

TASK 5: PUBLIC HEARING DRAFT OF LDRs AND PLAN AMENDMENTS – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare Public Hearing Draft of LDRs and Plan Amendments, and graphics
- Prepare executive summary of ordinance
- Conduct public hearings with Planning Board

CITY STAFF

- Distribute Public Hearing Draft of LDRs and Plan Amendments
- Organize public hearings

TRIPS

- One, two day trip to conduct public hearings

SCHEDULE

- Completed: Three months after completion of Task 4

TASK 4. TEST DRAFT LDRS

4.1. TESTING OF DIFFERENT TYPES OF DEVELOPMENT

In Task 4, the Clarion team will conduct a focused test of the Public Review Draft of the LDRs through a side-by-side comparison of four examples (case studies) of recently approved development with comparable hypothetical development on the same site produced in accordance with the proposed new LDRs. The test case studies will be identified by the Clarion team and City staff, and should represent different types of development in different contexts. (e.g. single-family homes, multifamily developments, stand-alone retail or commercial development, office development, mixed-use development). The objective of the comparison is to demonstrate how well the recommended new LDRs would produce desired forms of development, or outcomes, or otherwise affect development in terms of land uses, building form, and overall development quality. The Clarion team will prepare the site plans for the examples (case studies), comparing the results of the old versus the new regulations.



4.2. MEETINGS ON TESTING AND LDRS

Once the testing is completed, the Clarion team will then prepare a summary presentation for each test case study for display on the City's website, and for use in future public presentations. The Clarion team will then conduct meetings with the public, the Advisory Committee, and the Planning Board and City Commission (as appropriate) over two days, on the testing. Based on input at these meetings, the City will provide direction to the Clarion team about changes and refinements that need to be made to the Public Review Draft of the LDRs in Task 5.

TASK 5. PUBLIC HEARING DRAFT OF LDRS AND PLAN AMENDMENTS

5.1. PUBLIC HEARING DRAFT OF LDRs AND COMPREHENSIVE PLAN AMENDMENTS

Based on the input from the testing in Task 4, the Clarion team will make necessary changes to the revised Public Review Draft of the LDRs prepared in Task 3, and deliver a Public Hearing Draft to City staff. The Public Hearing Draft shall include a Citywide zoning map that shows where the proposed zoning districts in the new LDRs are recommended. After initial review and comment by the staff, and mutually agreed-upon revisions by the Clarion team, the Public Hearing Draft of the LDRs will be distributed for public review. It will be accompanied by an executive summary that explains the structure of the draft LDRs and the changes proposed. (The final Citywide zoning map shall be prepared by City staff).

The Public Hearing Draft of the LDRs will include a consolidated table of contents, illustrations, and an index for ease of use by users, and the zoning map. The document will be produced in a common word processing format (Microsoft Word or InDesign) and include \$9,000 of finalized graphics and illustrations, as mutually agreed to by the Clarion team and staff. It will also include the search and linking capabilities associated with this software platform, and will be web-ready. The Clarion team will also provide some recommendations on long-term document management and codification maintenance. The draft Plan amendments will be in strike-through and underline format.

5.2. PUBLIC HEARINGS AND WORK SESSIONS WITH PLANNING BOARD

Once the Public Hearing Draft of the LDRs is made available, the Clarion team will attend public hearing(s) and/or work sessions, over two days, with the Planning Board to present the public hearing draft of the LDRs and answer questions. The Clarion team will be available to attend additional public hearings and work sessions on a time and materials basis.

5.3. PUBLIC HEARINGS AND WORK SESSIONS WITH CITY COMMISSION

The Clarion team is available to attend public hearing(s) and/or work sessions with the City Commission to present the public hearing draft of the LDRs and answer questions, on a time and materials basis. The Clarion team is also available to make final revisions to the adopted LDRs, on a time and materials basis.

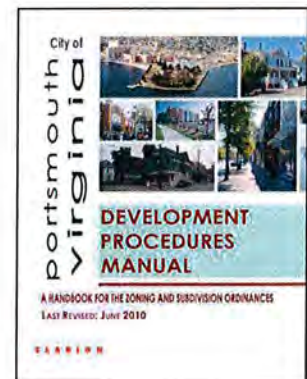
5.4. COMPREHENSIVE PLAN APPROVAL AND ADOPTION

The proposed Comprehensive Plan amendments will be presented to the Local Planning Agency for review and recommendation at one meeting. The amendments and the LPA recommendation will then be presented to the City Commission in ordinance format for 1st reading and transmittal to the Florida Department of Economic Opportunity and other reviewing agencies. The City would be responsible for transmittal to the State. Once the DEO Objections, Recommendations and Comments report is received, the Clarion team will assist the City in making any agreed-upon changes and the final amendments will be presented to the City Commission for final adoption at one meeting.

TASK 6. MANUAL (OPTIONAL)

After adoption of the LDRs, the City might want to consider the optional task of having the Clarion team prepare a manual to serve as a "users' guide" to supplement the LDRs. The manual will explain provisions in more detail than the code, like how the development review procedures work in practice. Since the manual is not part of the adopted LDRs, it may be updated without public hearings and re-codification. The manual will include details about application review procedures and schedules, application submittal requirements, and additional contact information for those with more detailed questions. It will also include new application forms that are consistent with LDR requirements and national best practices in terms of submittal information. It is assumed a standard application form will be used for all applications, supplemented with more specific forms for certain types of applications, as appropriate. The application forms will be produced in a digital format, suitable for placement on the City's website.

The manual will be structured to appear as a companion document to the LDRs in terms of page layout, colors, and fonts, and will include illustrations and diagrams (as appropriate). City staff will review the staff draft of the manual and provide one set of consolidated, consensus comments. Following review of staff comments, the Clarion team would conduct a conference call with the staff to discuss the comments, make agreed-upon changes to the manual, and deliver both a hard copy and web-ready digital copy to the City.



TASK 7. VISUALLY INTERACTIVE CODE (VIC) (OPTIONAL)

A second optional task the City might want to consider after adoption of the LDRs is to have the code converted into a visually interactive document. If such a decision is made, the Clarion team will convert the LDRs document into the Visually Interactive Code (VIC) format, a visually-rich, web-based document. The VIC format will include the following features designed to make the LDRs more user-friendly and visually engaging when accessed through the internet:

- A dynamic table of contents in the left hand frame (that expands to show lower levels of structure when the user clicks on the higher levels of structure).
- Pop-up windows showing the definitions of defined terms (when the user clicks on highlighted/defined terms in the text).
- Hyperlinks from text cross-references in each document to other sections of the same documents indicated in those cross-references.
- Up to 10 pop-up windows showing non-binding advisory "commentary" about the intent behind the provisions (when the user

clicks on highlighted terms in the text).

- Up to 30 illustrations adjacent to text provisions.

The VIC will be prepared using the following four-step process:

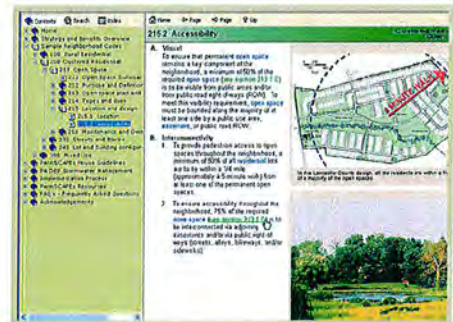
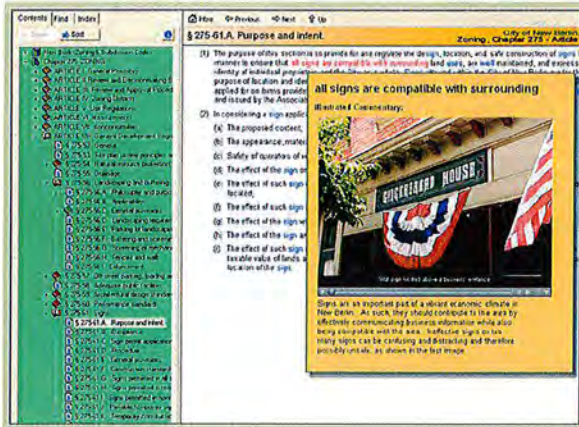
- Step 1: Initial meeting between staff and Clarion (with at least one member of the City's information technology staff), to illustrate the features of VIC, identify issues, and identify illustrations to be included in VIC.
- Step 2: Clarion delivers preliminary draft of VIC to staff, for review and comment; Clarion revises based on staff comment.
- Step 3. Delivery of final VIC in electronic form reflecting changes to preliminary drafts, for hosting on City's servers, to be accessed through City's web page.
- Step 4. Clarion provides one day of on-site training for staff member(s) to update the VIC when they are amended in the future.

VIC is based on a tailoring of "DoctoHelp" software. Clarion will purchase for the City one license to the most current version of "DoctoHelp."

TASK 8. TRAINING (OPTIONAL)

A third optional task the City might want to consider are training materials and sessions for staff, review boards, and other users on the new LDRs. If this is pursued, concurrent with the production of the manual, the Clarion team will assemble a series of training materials for the City's use in introducing the adopted LDRs to City residents, developers, staff, and members of City boards and commissions. The training materials will take the form of a series of power point presentations with notes pages that focus on six main areas:

- Understanding the contents of the LDRs;
- Understanding the changes between the development review process in the current regulations and the processes in the LDRs;



- Understanding application content requirements;
- Understanding the new development standards;
- Understanding the relevant review criteria for different types of development applications; and
- For staff, understanding how best to execute document maintenance/updates.

Clarion team members will conduct two to four days of training sessions with the public, City staff, developers, or members of boards and commissions, as determined appropriate by staff.

TASK 9. COMPREHENSIVE PLAN EVALUATION AND APPRAISAL REPORT (OPTIONAL)

As mentioned earlier, the City's EAR notification date is about one year away. Since this project will be occurring within that timeframe, the City may want to consider including the EAR as part of the Comprehensive Plan amendments proposed in the RFP. If so, the Clarion team could incorporate the additional data, inventory and analysis updating any revised GOPs resulting from the EAR process.

PRELIMINARY TIMELINE

We outline a timeline that results in completion of the LDRs and comprehensive plan amendments in 19 months. Based on our experience, this is a reasonable timeline to complete the project, as long as staff review of the work products is completed within a reasonable time, and the public review of the draft materials is not delayed. The preliminary schedule is outlined below.

Project Tasks	Month																					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Task 1: Project Initiation	●	■	■	■																		
Task 2: LDR Assessment Recommendations			●	■	■	■	■	■	■													
Task 3: Public Review Draft of LDRs and Plan Amendments							●	■	■	■	■	■	■	■	■	■	■	■				
Task 4: Test Draft of LDRs																	●	■	■			
Task 5: Public Hearing Draft of LDRs and Plan Amendments																			●	■	■	■

6. References

CLARION ASSOCIATES

Daytona Beach, FL Zland Development Code

Rich Walton, Planning Director

City of Daytona Beach, FL | 386.671-8126 | WaltonR@codb.us

Pompano Beach, FL Zoning Code

Robin Bird, Development Services Director

City of Pompano Beach, FL | 954.786.4632 | robin.bird@copbfl.com

Portsmouth, VA Zoning Ordinance

Paul Holt, former Portsmouth Planning Director, now James City County Planning Director

Portsmouth, VA | 757.253.6674 | Paul.Holt.jamescitycountyva.gov

Charlotte, NC Zoning Ordinance Assessment and Code Amendments

Laura Harmon, Deputy Planning Director

City of Charlotte, NC | 704.376.4565 | lharmon@ci.charlotte.nc.us

CRCOG Sustainable Model Code Provisions (Hartford CT)

Emily Hultquist, Project Manager

Capitol Region COG, CT | 860.522-2217 ext. 217 | ehultquist@crcog.org

ILER PLANNING

Doral, FL Master Plan

Nathan Kogon, AICP, Development Services and Zoning Director

Miami-Dade County, FL | 305.375.2800

Davie, FL EAR Amendments and Visioning Program

David Quigley, AICP, Planning and Zoning Division Manager

Town of Davie, FL | 954.797.1103

Cutler Bay Comprehensive Planning Assistance

Rafael Casals, Town Manager

Cutler Bay, FL | 305.234.4262

Appendix

A. REQUIRED FORMS

1. Proposal Price
2. Project Schedule (Budget Spreadsheet)
3. Non-Collusive Affidavit Form
4. Certification page
5. Qualification's Statement Form & References
6. Vendor Drug Free Workplace Form
7. List of Subconsultants
8. Certified Resolution Form
9. Financial Statement
10. Proof of Applicable Insurance

B. FIRM RESUMES, RESUMES OF KEY PROFESSIONALS, AND ADDITIONAL PROJECT EXPERIENCE, AS APPROPRIATE

1. Clarion Associates
2. Iler Planning

REQUIRED FORMS

Fee Proposal

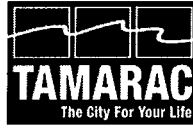
Proposed Price for Tamarac LDR Rewrite

Clarion

	Richardson	Duerksen	Sizemore	Goebel	Cisowski	
Task 1: Project Initiation & Orientation	\$ 210.00	\$ 250.00	\$ 130.00	\$ 180.00	\$ 70.00	
Labor	42		32	42	8	
Travel time	12		6	16		
Trips	2		1	2		
Expenses	\$ 1,550.00	\$ -	\$ 775.00	\$ 1,900.00	\$ -	
Task Subtotal	\$ 12,890.00	\$ -	\$ 5,715.00	\$ 12,340.00	\$ 560.00	\$ 31,505.00
Task 2: LDR Assessment & Plan						
Labor	50	8	140	60	32	
Travel time	6			8		
Trips	1			1		
Expenses	\$ 775.00	\$ -	\$ -	\$ 950.00	\$ -	
Task Subtotal	\$ 12,535.00	\$ 2,000.00	\$ 18,200.00	\$ 13,190.00	\$ 2,240.00	\$ 48,165.00
Task 3: Public Review Draft of LDRs						
Labor	140	24	200	140	80	
Travel time	12		6	8		
Trips	2		1	1		
Expenses	\$ 1,550.00	\$ -	\$ 775.00	\$ 950.00	\$ -	
Task Subtotal	\$ 33,470.00	\$ 6,000.00	\$ 27,555.00	\$ 27,590.00	\$ 5,600.00	\$ 100,215.00
Task 4: Test Draft LDRs						
Labor	32		72	16		
Travel time	6		6			
Trips	1		1			
Expenses	\$ 775.00	\$ -	\$ 775.00	\$ -	\$ -	
Task Subtotal	\$ 8,755.00	\$ -	\$ 10,915.00	\$ 2,880.00	\$ -	\$ 22,550.00
Task 5: Public Hearing Draft of LDRs						
Labor	32		64	16	16	
Travel time	6		6			
Trips	1		1			
Expenses	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	
Task Subtotal	\$ 8,580.00	\$ -	\$ 9,700.00	\$ 2,880.00	\$ 1,120.00	\$ 22,280.00
Total, All Tasks	\$ 76,230.00		\$ 72,085.00	\$ 58,880.00	\$ 9,520.00	\$ 224,715.00
Graphics						\$ 9,000.00
Website						\$ 5,500.00
						\$ 239,215.00

Proposed Price for Tamarac Plan Amendments

		Filer					
		Principal	Principal Planner	Senior Planner	Planning Technician	Traffic Engineer	
Task 1: Project Initiation & Orientation		\$ 185.00	\$ 160.00	\$ 130.00	\$ 90.00	\$ 125.00	
	Labor	32	13	15	33		
	Task Subtotal	\$ 5,920.00	\$ 2,080.00	\$ 1,950.00	\$ 2,970.00	\$ -	\$ 12,920.00
Task 2: LDR Assessment & Plan							
	Labor	60	31	40	40	8	
	Task Subtotal	\$ 11,100.00	\$ 4,960.00	\$ 5,200.00	\$ 3,600.00	\$ 1,000.00	\$ 25,860.00
Task 3: Public Review Draft of LDRs							
	Labor	33	12	8	22	8	
	Task Subtotal	\$ 6,105.00	\$ 1,920.00	\$ 1,040.00	\$ 1,980.00	\$ 1,000.00	\$ 12,045.00
Task 4: Test Draft LDRs							
	Labor						
	Task Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5: Public Hearing Draft of LDRs							
	Labor	33	6	8	11		
	Task Subtotal	\$ 6,105.00	\$ 960.00	\$ 1,040.00	\$ 990.00	\$ -	\$ 9,095.00
Total, All Tasks		\$ 29,230.00	\$ 9,230.00	\$ 9,540.00	\$ 2,000.00	\$ 59,920.00	
							\$ 59,920.00

**PROPOSAL FORM****RFP 14-17R****LAND DEVELOPMENT REGULATION RE-WRITE & COMPREHENSIVE PLAN
UPDATE SERVICES****PROPOSAL PRICE****1. Re-Writing of Land Development Regulations & Development of New
Zoning Map:**

Not to Exceed Cost for Re-write of Land Development Regulations and development of
new Zoning Map of

\$ 227,240.00

Expenses: \$ 11,975.00

Anticipated Number of Total Hours Required to Complete Project: 1,344 Hrs.
(Please include a separate delineation of staff hours as an attachment)

2. Comprehensive Plan Update:

Not to Exceed Cost for Comprehensive Plan Update of \$ 59,920.00

Expenses: \$ N/A

Anticipated Number of Total Hours Required to Complete Project: 413 Hrs.
(Please include a separate delineation of staff hours as an attachment)

TOTAL NOT TO EXCEED COST FOR 1 & 2: \$ 287,920.00

TOTAL EXPENSES FOR 1 & 2: \$ 11,975.00

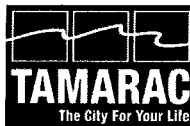
SUBMITTED BY:

Company Name: Clarion Associates

Address: 101 Market Street, Suite D

City: Chapel Hill State: N.C. Zip: 27516

Telephone: 919.967.9188 FAX: 919.967.9077 Email: crichardson@clarionassociates.com



The City of Tamarac desires to have the ability to use a city credit card for payment. Will your firm accept a Visa credit card as payment from the City of Tamarac?

☐ Yes

☒ No *

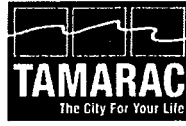
NOTE: To be considered eligible for award, one (1) **original copy of this proposal form** must be submitted with the Proposal.

NO BID INDICATION (IF "NO BID" IS OFFERED):

Please indicate reason(s) why a Proposal is not being submitted at this time.

Remainder of Page Intentionally Blank

* Even though we have never accepted payment through Visa or any other credit card for any of our projects, if it is important to the City, we would be happy to explore this option.



NON-COLLUSIVE AFFIDAVIT

State of North CarolinaCounty of Orange)ss.

Craig Richardson being first duly sworn,
deposes and says that:

1. He/she is the Co-Owner (Owner, Partner, Officer, Representative or Agent) of Clanion Associates, LLC, the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness

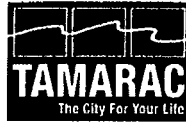
[Signature]
Witness

By

[Signature]

Craig Richardson
Printed Name

Director
Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

North Carolina
 State of ~~Florida~~
 County of Orange

On this the 15th day of May, 2014, before me, the undersigned Notary Public of the State of Florida, personally appeared

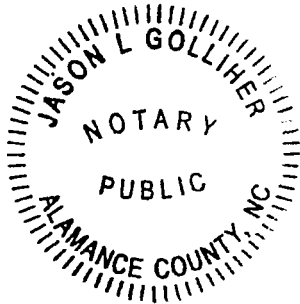
Craig Richardson and
 (Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
 and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:



Jason L. Golliver
 NOTARY PUBLIC, STATE OF FLORIDA

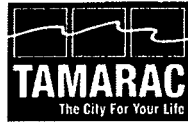
Jason L. Golliver
 (Name of Notary Public: Print,
 Stamp, or Type as Commissioned)

My Commission Expires 8/9/2016

☒ Personally known to me, or
☐ Produced identification:

 (Type of Identification Produced)

☒ DID take an oath, or ☐ DID NOT take an oath

**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL**

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Request for Proposals. We (I) certify that we(I) have read the entire document, as may be applicable, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals. By signing this certification, proposer certifies that proposer has a complete set of documents, including all addenda and drawings as applicable, and has become familiar with the requirements for this proposal. Proposer's failure to familiarize itself with all requirements, conditions, and site conditions of this proposer shall not excuse any unsatisfactory performance under any final Agreement issued as a result of this proposal process.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☒

If "Other", Explain: Clarion Associates is a Limited Liability Company

Craig Richardson
Authorized Signature

Clarion Associates
Company Name

Craig Richardson
Typed/Printed Name

101 Market Street, Suite D
Address

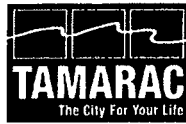
(919) 967-9188
Telephone

Chapel Hill, N.C. 27516
City, State, ZIP

(919) 967-9077
Fax

84-1290530
Federal Tax ID Number

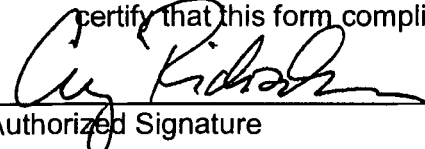
crichardson@clarionassociates.com
Email address for above signer (if any)

**VENDOR DRUG-FREE WORKPLACE**

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.


Authorized Signature

Clarion Associates
Company Name

List of Sub-Consultants

Clarion Associates has one sub-consultant for this project: Iler Planning.

Certified Resolution




I, Craig Richardson, a Director and Owner of Clarion Associates, a limited liability company organized and existing under the laws of the State of Colorado, do hereby certify that the Resolution attached hereto demonstrates Clarion Associates, LLC was established under the laws of the State of Colorado in 1994 as a limited liability company.

Craig Richardson, Matt Goebel, and Ben Herman own Clarion Associates, LLC.

The City of Tamarac shall be fully protected in relying upon this certification and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of Craig Richardson.

I further certify that the attached resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
<u>Craig Richardson</u>	<u>Director</u>	<u></u>
<u>Matt Goebel</u>	<u>Director</u>	<u></u>
<u>Ben Herman</u>	<u>Director</u>	<u></u>

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE

I, Scott Gessler, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Clarion Associates LLC

is a **Limited Liability Company** formed or registered on 12/15/1994 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19941139485.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/13/2014 that have been posted, and by documents delivered to this office electronically through 05/14/2014 @ 10:57:12.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, authenticated, issued, delivered and communicated this official certificate at Denver, Colorado on 05/14/2014 @ 10:57:12 pursuant to and in accordance with applicable law. This certificate is assigned Confirmation Number 8849330.



A handwritten signature in blue ink, reading "Scott Gessler".

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Certificate Confirmation Page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click Business Center and select "Frequently Asked Questions."

Financial Statement - Clarion Associates

For the period 1/1-12/31/2012

Gross Operating Revenue

Reimbursable Income	120,963.86
Professional Services	3,501,424.17
Subcontractors Income	431,305.11
	<hr/>
	4,053,693.14

Direct Salaries

Direct Labor	898,597.31
	<hr/>
	898,597.31

Direct Expenses

1,414,386.64

Total Gross Profit

1,740,709.19

Indirect Salary & Related Exp

654,843.63

401k Contributions

401k Employer Contributions	48,524.20
	<hr/>
	48,524.20

Medical/Dental Insurance

81,226.87

Disability Insurance

4,846.13

Operating Insurance

3,562.50

Life Insurance

Life Insurance	1,864.37
	<hr/>
	1,864.37

Rent & Utilities

168,405.93

Marketing

Marketing	76,452.76
	<hr/>
	76,452.76

Auto Expenses

11,783.12

Other Operating Expenses

292,043.82

Total Indirect Expenses

1,529,183.95

NET PROFIT

211,064.53



CERTIFICATE OF LIABILITY INSURANCE

CLARI-1

OP ID: GG

DATE (MM/DD/YYYY)

05/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PFS Insurance Group - JT 4848 Thompson Pkwy, Ste 200 Johnstown, CO 80534 John Hintzman		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Pinnacle Assurance Co		41190
		INSURER B : State Auto Property & Casualty		11017
		INSURER C : Travelers Casualty Ins Co of A		25615
		INSURER D : Houston Casualty Company		
		INSURER E : Zurich-American Ins Co.		16535
		INSURER F :		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.		

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			BOP2630684	08/11/2013	08/11/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Contractual						PERSONAL & ADV INJURY \$ 2,000,000
	<input checked="" type="checkbox"/> Additional Insure						GENERAL AGGREGATE \$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
C	AUTOMOBILE LIABILITY			BA6A678270	09/15/2013	09/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
							\$
B	UMBRELLA LIAB			CXS2102792	08/11/2013	08/11/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000	<input type="checkbox"/> CLAIMS-MADE					\$
A E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4060755 (CO) WC463309702(FL, SC, NC)	07/01/2013	07/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			H713-101405	08/23/2013	08/23/2014	Prof Liab 1,000,000 Retention 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Consulting Services If required by written contract or written agreement, the certificate holder is included as additional insured for ongoing operations under general liability.

CERTIFICATE HOLDER**CANCELLATION**

CTYTA-1

City of Tamarac
Broward County, Fl
7525 NW 88th Ave
Tamarac, FL 33321-2401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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FIRM RESUMES, RESUMES OF KEY PROFESSIONALS, AND ADDITIONAL
PROJECT EXPERIENCE, AS APPROPRIATE

CLARION ASSOCIATES

Since its founding in 1992, the firm has developed expertise in a broad range of planning areas, including:

- Community, regional, and neighborhood planning.
- Downtown and suburban zoning systems.
- Design standards and development regulations.
- Historic Preservation.
- Development Financing;
- Downtown plans and strategies.
- Growth Management strategies for cities and regions.
- Citizen participation strategies.
- Implementation strategies.

Clarion Associates is a national land-use consulting firm with offices in Chapel Hill, North Carolina; Denver and Fort Collins, Colorado; and affiliate offices in Chicago, Philadelphia, and Cincinnati. Our unusual combination of talents in land use and urban planning, design, land use law, and real estate economics allows us to develop creative solutions to difficult land use and design questions. Clarion is particularly known for its expertise in land use and plan implementation. Clarion Associates has represented both private and public sector clients on a variety of land-use planning and zoning matters. Its principals have written plans and drafted ordinances, regulations and design standards throughout the United States.

Clarion is particularly known for our expertise in:

PLANNING AND ZONING

Clarion Associates has represented both private and public sector clients on a variety of land-use plans, design guidelines and standards, and ordinances and regulations throughout the United States, with particular emphasis on historic preservation, development financing, design standards, natural resource protection, and both downtown and suburban zoning systems.

MARKET ANALYSIS

The members of Clarion Associates have diverse backgrounds in finance, economics, marketing, planning, urban design, environmental studies, political science and land use law. With integration of this combination of skills, we develop creative solutions to difficult real estate questions. Clarion Associates has extensive experience in analyzing the market for every type of property—including residential, office, industrial, major mixed-use developments, convention centers, large transportation facilities, tourism complexes—in a variety of locations such as suburban sites, downtowns, lakefronts, and rural areas.

DEVELOPMENT ECONOMICS

Clarion specializes in advising public sector clients on the economics and fiscal impacts of development proposals, incentives needed to encourage development, and other aspects of project feasibility. We have analyzed the economics of numerous types of real estate development in both urban and rural contexts and the impacts of proposed plans and cost recovery systems on different forms of development.



CRAIG RICHARDSON

Director

Professional History

Director, Clarion Associates,
2012 to present

Principal and Vice President,
Clarion Associates, 1999 to 2011

Sole Proprietor, Land Use Consultant,
1996-1999

Shareholder, Icard, Merrill, Cullis,
Timm, Furen and Ginsburg,
Sarasota, FL, 1988-1996

Attorney and Partner, Siemon, Larsen
and Purdy, Chicago, Illinois and
Sarasota, FL, 1984-1988

Attorney/Associate, Ross and Hardies,
Chicago, Illinois and Boca Raton, FL,
1981-1984

Education

Master of City and
Regional Planning
University of North Carolina
at Chapel Hill

Juris Doctor and
Bachelor of Arts (Honors)
Stetson University

Publications

Implementing Adequate
Public Facility Regulations
Urban Land, 2002

Hazard Mitigation Strategies
Planner's Journal, 1997

Implementing a
Hazard Mitigation
Strategy for North Carolina's
Outer Banks
Carolina Planning, 1979

Craig Richardson is a Director of Clarion Associates, in the Chapel Hill office. He has consulted with over 100 local government clients in 16 states on the preparation of development codes, form based district regulations, growth strategies, comprehensive plans, adequate public facility regulations, impact fees, workforce housing strategies, and other forms of land use regulation. He has significant experience representing public sector clients in court in their defense of land use, workforce housing, and public facility regulations.

Related Project Experience

Development Code & Code Assessments

Charlotte, Currituck County, High Point, Mooresville (NCAPA Outstanding Implementation Project, 2008), and Fayetteville, NC; Henrico County, Herndon, Portsmouth (2012 EPA Smart Growth Award for Programs and Policies), Vienna, VA; Biloxi, MS; Beaufort County, Charleston County, Folly Beach, Hilton Head Island, Greenville, Rock Hill, SC; Williamson County, TN, Daytona Beach, Palm Beach County, St. Lucie County, Jacksonville Beach FL; CRCOG Model Sustainable Code (Hartford CT); Town of Jackson, Teton County, WY; Aspen (Colorado APA Award of Merit) and Larimer County, CO; and others.

Comprehensive Plans and Growth Strategies/Regional Plans

Beaufort County, SC (Southern Regional Plan (SCAPA Outstanding Plan Award) and Northern Regional Plan); Wake County, NC Growth Management Strategy; Charleston County, SC Comprehensive Plan; Henrico County, VA (Richmond metro area) Comprehensive Plan; Williamson County, TN (Nashville metro area) Comprehensive Plan (TNAPA Outstanding Plan Award, 2008); Teton County/Town of Jackson Comprehensive Plan Update.

Adequate Public Facility Regulations

Palm Beach, Martin, and Collier counties, FL; Larimer County, CO.

Impact Fee Programs

Beaufort County, Mount Pleasant, SC; Henrico County, VA (Proffer Study); Manatee County, Lake Wales, West Palm Beach, Dade County, and Monroe County, FL; Effingham County, GA; Larimer County, and Steamboat Springs, CO; Reno and Washoe County, NV; and others

Affordable Housing Programs

Teton County, WY; Pitkin County, and Basalt, CO. Marathon, Islamorada Village of Islands, Palm Beach County, and Lee County, FL.



MATT GOEBEL, AICP

Director

Education

Juris Doctor &
Master of Regional Planning
University of North Carolina
at Chapel Hill

Bachelor of Arts (Plan II Honors)
University of Texas at Austin

Professional History

Clarion Associates, LLC
Partner and Vice President
2001 - present
Associate, 1997-2000

Professor David R. Godschalk
Research Assistant, 1993-1997

Professional Associations

American Planning Association
Member

American Institute of
Certified Planners
Member

Denver, Colorado, and
American Bar Associations
Member

Publications

Rules that Shape Urban Form.
American Planning Association, PAS
489/490, 2012. (with Donald Elliott
and Chad Meadows)

*Aesthetics, Community Character, and
the Law.* American Planning
Association, Planning Advisory Service
489/490, 2000. (with Christopher J.
Duerksen)

*Natural Hazard Mitigation: Recasting
Disaster Policy and Planning.*
Washington, D.C.: Island Press, 1999.
(with David R. Godschalk et al.)

*Reducing Housing Costs Through
Regulatory Reform: A Handbook for
Colorado Communities* (principal
author) (Received Colorado APA
Statewide Planning Award)

Matthew Goebel, a Director of the firm, is a planner and attorney in the Denver office of Clarion Associates. He works principally in the areas of planning and zoning, growth management, and historic preservation. His numerous projects have included development codes and growth management plans for a variety of large and small jurisdictions around the country. Mr. Goebel is co-author of *Rules that Shape Urban Form* and *Aesthetics, Community Character, and the Law*, published by the American Planning Association, and also was principal author of a study of the regulatory barriers to affordable housing in Colorado, which won a statewide award from the Colorado chapter of the American Planning Association.

Representative Major Projects

Land Development Regulations

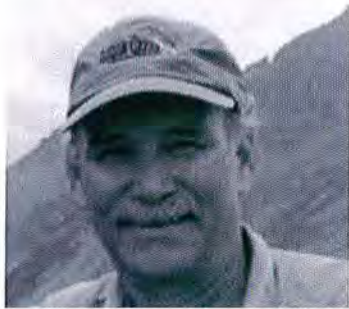
- Alaska: Anchorage
- Arizona: Buckeye, Oro Valley, and Tucson
- California: Pasadena and Sacramento County
- Colorado: Carbondale, Englewood, Erie, Frisco, Garfield County, Lake County, Mesa County, Pagosa Springs, and San Miguel County
- Idaho: Boise
- Michigan: Detroit
- Nevada: Henderson and Sparks
- New Mexico: Santa Fe and Silver City
- North Carolina: Apex, Cary, Charlotte, and Morrisville
- Oklahoma: Broken Arrow
- Oregon: Jackson County
- South Carolina: Greenville
- Tahoe Regional Planning Agency
- Texas: Arlington, Austin, Denton, Irving, Rowlett, and San Antonio
- Wisconsin: Dodge County

Plans

Apex, Cary, and Wake County, North Carolina (growth management); Beaufort County, South Carolina (growth management); McAllen, Texas (preservation); Salt Lake City, Utah (preservation)

Other Studies

Studies of the economic impacts of historic preservation for the states of Michigan and Colorado (the latter recognized by History Colorado as an outstanding contribution to preserving Colorado's cultural heritage.)



CHRIS DUERKSEN

Senior Advisor

Education

Juris Doctor
University of Chicago

Bachelor of Arts, cum laude
Kansas State College

Ford Foundation
Local Government Fellowship
City of Oak Park, Illinois

Professional History

Clarion Associates of Colorado, LLC
Managing Director
1992 - present

City and County of Denver
Director, Gateway/Stapleton
Development Office
1988-1991

Development & Public Policy
The Enterprise Foundation
Director
1987-1988

Professional Associations

American Planning Association
Member

American Bar Association Committee
on Land Use, Planning, & Zoning
Former Chair

Fredericksburg, Va., City Council
Elected member (1983-1987)

Rocky Mountain Land Use Institute
Founder and Chairman of the Board

Chris Duerksen is Senior Advisor with Clarion Associates, LLC. He has represented local governments, nonprofits, and the private sector in a variety of land-use and zoning matters and specializes in development code revisions, growth management planning, sustainable code standards, natural resource and scenic area protection regulations, and airport-area development strategies.

As co-founder of the Rocky Mountain Land Use Institute and former city council member in Fredericksburg, Virginia, Mr. Duerksen has written and spoken extensively on smart growth and sustainability issues and policy nationally. He is a recognized national expert on the legal aspects of smart growth and sustainability having written two leading publications including Takings Law in Plain English and Aesthetics, Community Character, and the Law. Duerksen has conducted numerous local government training workshops over the past 30 years, including most recently a popular series of sustainable code workshops that included staff from the U.S. EPA Development, Community, and Environment Division.

Representative Major Projects

- Southern Nevada Regional Plan and Implementing Ordinances
- Franklin, Tennessee, Pompano Beach, Florida, and Pitkin County, Colorado | Comprehensive Zoning Ordinance Rewrites
- Blaine County, Idaho, and Loudoun County, Virginia | Natural Resource Protection Standards
- Overland Park, Kansas, and Glenwood Springs, Colorado | Design Standards
- Louisville, Kentucky | Form-Based Zoning Code
- Transportation Research Board | National Airport Land Use Compatibility Manual
- Salt Lake City, Utah, Washington, D.C., and Emirate of Abu Dhabi | Sustainable Code Diagnosis and Revisions
- Colorado Springs, Colorado, and Orange County (Orlando), Florida | Mixed-Use And Transit-Oriented Development Standards
- New Jersey Pinelands and Gunnison County, Colorado | Transferable Development Rights Programs
- Montgomery County, Maryland | Policy Report on State Smart Growth Legislation and Code Implications For Montgomery County
- Model Sustainable Community Development Code



DARCIE WHITE, AICP

Director

Education

Bachelor of Science, Landscape
Architecture
Colorado State University

Professional History

Clarion Associates, LLC
Principal/Director
2007—present
Associate/Senior Associate
2000-2007

Balloffet & Associates, Inc.
Planner/GIS Analyst
1998-2000

Tri-County Metropolitan District
Planner
1996-1998

Professional Associations

American Institute of
Certified Planners
Member

American Planning Association
Member

Ms. White is a Director with Clarion Associates, based in Denver and Fort Collins, Colorado. She is a planner and landscape architect with nearly 18 years of professional experience in all aspects of plans and plan implementation. She has managed and conducted numerous community planning and visioning projects for a range of local, regional, state, and non-profit agencies locations across the country. Ms. White specializes in comprehensive planning and visioning for small and mid-sized communities, and has extensive experience developing plans and design standards to support regional collaboration, community revitalization, infill and redevelopment, historic preservation, best practices in sustainable development, and transit-oriented development.

Representative Major Projects

- **Rapid City Comprehensive Plan Update** | Rapid City, South Dakota
- **Imagine Adams County—Comprehensive Plan Update** | Adams County, Colorado
- **Blueprint Boise—Comprehensive Plan and Development Code Update** | Boise, Idaho
- **PlanCheyenne Update** | Cheyenne, Wyoming
- **Johnson County Vision 2030** | Johnson County, Kansas
- **AmberGlen Regional Center Zoning and Development Standards** | Hillsboro, Oregon
- **Lassen County General Plan Update** | Lassen County, California
- **TOD Corridor Plan and Design Standards** | Sparks, Nevada
- **Boulder Highway Corridor Investment Strategy and Design Standards** | Henderson, Nevada
- **Riverfront Strategic Action and Development Plan** | Oklahoma City, Oklahoma
- **Downtown Master Plan** | Broken Arrow, Oklahoma
- **Comprehensive Master Plan** | Carson City, Nevada
- **Wells Avenue Neighborhood Plan and Design Standards** | Reno, Nevada
- **Growing Smarter at the Edge: Master Planned Community Case Studies** | Sonoran Institute/Lincoln Institute of Land Policy
- **Central Franklin Area Plan** | Franklin, Tennessee
- **Comprehensive Plan Update** | Superior, Colorado
- **Northern Colorado I-25 Corridor Plan and Design Standards** | Colorado



STEPHEN SIZEMORE

Senior Associate

Education

Juris Doctor
University of North Carolina
Chapel Hill

Master of Regional Planning
University of North Carolina
Chapel Hill

Bachelor of Science
University of North Carolina
Chapel Hill

Professional History

Onslow County, NC
Planning and Development Director
2005-2008

American Planning Association
Research Staff Attorney and Editor,
Planning & Environmental Law
2002-2005

Wake County, NC
Land Use Planner/Attorney
1990-2002

Maine Office of
Comprehensive Planning
Senior Planner
1988-2000

Development Coordinator
Town of Chapel Hill, NC
Planner
1978-1986

VISTA Volunteer Planner
Clayton, NC
1977-1978

Professional Registrations

Attorney, North Carolina State Bar

Professional Associations

American Institute of
Certified Planners

American Planning Association
Member

Stephen Sizemore is a planner, lawyer, and Senior Associate in the North Carolina office of Clarion Associates. He has more than 35 years of planning experience, primarily with growth management and development regulation for local governments. Before joining Clarion, Mr. Sizemore was planning director for a coastal North Carolina county with a large military installation, overseeing the county's development of a comprehensive plan and implementation of its first county-wide zoning regulations. He also served on North Carolina's Coastal Resources Advisory Council. Prior planning experience includes 12 years as a land use planner/attorney for an urban North Carolina county - where he prepared growth management/land use policies and regulations, including transitional rural-urban development regulations - and 7 years as a planner for a North Carolina university town - where he administered development regulations and helped prepare a unified development ordinance. Mr. Sizemore has also worked as research attorney for the American Planning Association, where he edited *Planning & Environmental Law*, organized the annual Bettman Symposium on land use law, and was an associate editor and contributing author for APA's *Planning and Urban Design Standards*. Working for a state planning agency in Maine, he developed rules, guidelines, and assistance programs to help local government prepare comprehensive plans and development regulations meeting new state planning laws.

Related Project Experience

Land Development Regulations

Morrisville, NC Unified Development Ordinance; Fayetteville, NC Unified Development Ordinance; Jacksonville, NC Unified Development Ordinance; High Point, NC Code Assessment; Charlotte, NC Zoning Ordinance Assessment; Pompano Beach, FL Zoning Code; Daytona Beach, FL Land Development Code; Biloxi, MS Land Development Ordinance; Pascagoula, MS Unified Development Ordinance; Powhatan County, VA Zoning and Subdivision Ordinances; Portsmouth, VA Zoning Ordinance; Hilton Head Island, SC Land Management Ordinance; Beaufort County, SC Development Code

Model Sustainable Land Use Regulations

Connecticut Capitol Region Council of Governments

Additional Project Experience

- Legal Analysis of Condominium Conversion | Jackson, WY
- Legal Analysis of In-Lieu Park Dedication Fees | Cary, NC
- Land Use Plan | Johnston County, NC

Henry B. Iler, AICP

President, Principal-In-Charge

Mr. Iler is a nationally-recognized planning expert with over 35 years of regional and community planning experience. Following his early career with extensive public sector planning experience, he entered private consulting in 1993 as Planning Services Director with Duncan Associates. After completing a number of comprehensive planning and zoning projects in Florida for Duncan, he formed ILER PLANNING which has grown to be Florida's most innovative planning firm, recently pioneering the award-winning "green master plan" concept. His vision was to create a firm focused on innovation and implementation, specializing in all elements of urban and community planning, primarily for cities and counties. Iler Planning has achieved that vision and continues to strive to improve and excel.

Under his leadership, the company has completed a large number of successful community plans and projects, including:

- Doral Green Master Plan **double award winner**
- North Bay Village Urban Form Study
- Palm Beach County Economic Development Policy Plan
- Deerfield Beach CRA Master Plan
- Lake Worth Strategic Master Plan
- Boynton Beach 20/20 Downtown Master Plan
- Oakland Park Neighborhood Plan
- Doral Land Development Code
- Miami Lakes Comprehensive Plan
- Naples Downtown CRA Plan Update
- Sebastian EAR-based Comprehensive Plan Amendments

EXPERIENCE HIGHLIGHTS

- President/Principal of ILER PLANNING - 15 years
- Growth Management Director, Martin County, Florida
- Large-Scale Development Review Coordinator, Miami-Dade County
- Principal Transportation Planner, Miami-Dade County
- Senior Comprehensive Planner, Miami-Dade County
- Regional Planner, SW Florida Regional Planning Council

AWARDS

- 2009 Award for Outstanding Innovation in Planning for City of Doral 'Green Master Plan' - Florida Planning & Zoning Association.
- Excellence in Planning Award for City of Doral 'Green Master Plan' - Florida Chapter of the American Planning Association (2009).



EXPERIENCE HIGHLIGHTS

- Over 30 years of experience with regional and community planning
- Over 30 years of experience with regional and community planning

EDUCATION

- Master of Science in Urban & Regional Planning, Environmental Specialization
Florida State University, 1976
- Bachelor of Business Administration & Accounting
University of Florida, 1973

PROFESSIONAL CERTIFICATIONS

- American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

- American Planning Association
- Urban Land Institute

Jackson M. Ahlstedt, P.E.

Professional Engineer

Registered professional engineer in the State of Florida since 1979.

B.S. Civil Engineering Virginia Military Institute, 1972.

M.S. Civil Engineering-Transportation University of California at Berkeley, 1973.

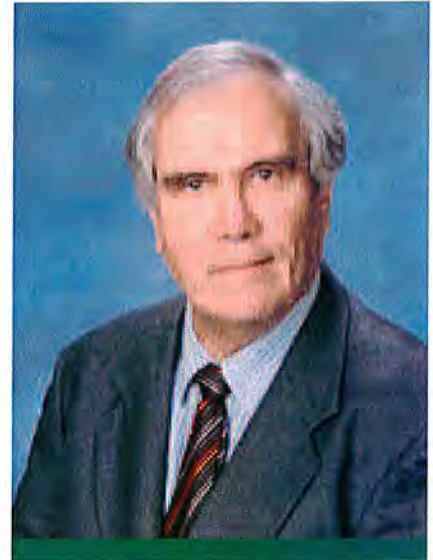
WORK EXPERIENCE

1985 – Present: Private Consulting Practice

Served on the original Traffic Analysis Advisory Committee for the Dade County Road Impact Fee Ordinance and Manual in 1989.

Preparation of transportation engineering projects, plans and studies including the following:

- Traffic Impact Analysis - Douglas Grand Project (in City of Coral Gables)
- Traffic Impact Analysis - Coral Grand MUSP (in City of Miami)
- Traffic Impact Analysis - Brickell View MUSP (in City of Miami)
- Traffic Impact Analysis - Brickell Grand MUSP (in City of Miami)
- City of Plantation Transit Alternatives Study
- The Shoppes at Sunset Place Traffic Signalization
- Coral Gables Fire Station Traffic Signalization
- Metromover-Bayside Pedestrian Promenade Study
- Preliminary Access and Circulation Studies - Homestead Motorsport Complex
- Traffic engineering analysis and computer modeling for S.R. 112 Project Development
- Development and review of conceptual interchange options for S.R. 112
- Traffic analysis - Coconut Grove Waterfront Master Plan (in City of Miami)
- SR 112/Central Boulevard Connector Study
- SR 836/Central Boulevard Connector Study
- Miami International Airport/Port of Miami Connector Study
- Palm Beach County Expressway Study (Phase 2)
- Palm Beach International Airport Connector Study
- Trip Generation Analysis for Southwest Florida Regional Airport (SWFRA) DRI
- Project Traffic Projections for Miami International Airport Westside Cargo Area Planning Book
- University of Miami Access and Circulation Study
- Computer Modeling and Traffic Circulation Element for Charlotte County Comprehensive Plan
- Transportation Analysis Sweetwater North Master Plan (City of Sweetwater, Florida)
- 1983 – 1985: Regional Transportation Manager, Post Buckley Schuh & Jernigan, Inc. Miami, Florida
- 1978 – 1983: Transportation Engineer, Howard Needles Tammen & Bergendoff, Miami, Florida



EDUCATION

■ B.S. Civil Engineering Virginia Military Institute, 1972

■ M.S. Civil Engineering - Transportation University of California at Berkeley, 1973

PROFESSIONAL CERTIFICATIONS

■ Professional Engineer in the State of Florida since 1979

Michael Houston, RLA, AICP

Senior Planning Associate

AREAS OF EXPERTISE

Sustainable Practices, Urban Design, Affordable Housing, Comprehensive Planning, and Urban Codes, Redevelopment Planning and Financing, and Planning Administration

WORK EXPERIENCE

HJA Design Studio, LLC (HJA) - 2010 to Present Stuart, Florida
Founder, President

With thirty years of experience in the broad field of Landscape Architecture, Mr. Houston founded HJA Design Studio, LLC (HJA) with the goal of providing the firm's clients with a level of design and planning expertise comparable to the best Landscape Architectural firms in the U.S. The firm's projects are as diverse as Martin County's first planned corporate and marine commerce park to Cairo Egypt's newest and most sophisticated new town located within view of the Great Pyramids. The firm is driven to help its clients achieve their vision with creativity and a focus on sustainable development principles with a collaborative approach to problem solving.

Houston Cuozzo Group, Inc. (HCG) - 1993 to 2010 Stuart, Florida
Co-Founder, Principal

Michael co-founded Houston Cuozzo Group along with Don Cuozzo in late 1993. Over sixteen years, the firm became one of the leading planning and design firms in southeast Florida. The firm's clients included some of the largest homebuilders in the U.S., as well as boutique developers and local governments. The firm won numerous awards for both planning and design work and was considered a leader in sustainable community design.

RELEVANT EXPERIENCE

Gezira Sports Club, 6th October City, Egypt
New Giza, 6th October City, Egypt
Martin County Capital Projects
Vero Beach Hotel & Club
Liberty Medical Corporate Campus
SR 76 / Cove Road, Martin County, FL
Leighton Park, Palm City, FL
Big Mound Park, Indiantown, FL
Sandsprit Park
Jensen Beach CRA
36th Street / Indian Street Bridge Corridor Plan

Gezira Sporting Club
New Giza Real Estate Development
Martin County BOCC
Heaton Companies
Liberty Medical, Inc.
Martin County Board of County Commissioners
Martin County Parks Department
Martin County Parks Department
Martin County Parks Department
Martin County BOCC
Martin County BOCC



EDUCATION

■ Bachelor of Landscape Architecture, Louisiana State University, 1981

PROFESSIONAL CERTIFICATIONS

■ Registered Landscape Architect, State of Florida
■ American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

■ American Society of Landscape Architects (ASLA)
■ Association of Eminent Domain Professionals
■ Urban Land Institute

James P. Fleischmann, AICP

Principal Planner

Fleischmann possesses a wide-range of planning background and experience covering many years in south Florida. Since joining Iler Planning, Fleischmann has specialized in direct municipal planning and market analysis management. He is a principal author and project manager encompassing feasibility analyses for real estate developers and government agencies, demographic research, development of surveys and analysis of data, and highest/best use studies. He is a principal consultant to local governments in the preparation of comprehensive plans (Chapter 163), comprehensive plan amendments, land development regulations, and evaluation and appraisal reports.

From 1975 to 1984, Fleischmann was a Principal Planner with the Area Planning Board of Palm Beach County. In that capacity he directed a multiplicity of county-wide and municipal projects for the Board. He also prepared municipal comprehensive plans, a county-wide growth management plan, a management system and public participation program for the Area-wide Waste Treatment Management (208) Plan, and headed up special planning studies.

From 1973 to 1974, he worked as an Assistant Planner with the Toledo Metropolitan Area Council of Governments. There he contributed to the preparation of a regional growth policy for the Toledo, Ohio metropolitan area. Fleischmann's professional affiliations include being a Charter Member (1979) of the American Institute of Certified Planners (AICP) and serving as a Planning/Zoning Commissioner for the Town of Jupiter, Florida.

Fleischmann has an M.S. degree in Urban and Regional Planning (1973) and a B.S. degree in Urban and Regional Planning (1968), both from Michigan State University.



EXPERIENCE HIGHLIGHTS

- Over 25 years of professional planning experience.
- Specializes in market analysis management and feasibility studies.

EDUCATION

- Master of Science, Urban and Regional Planning Michigan State University
- Bachelor of Science, Urban and Regional Planning Michigan State University

PROFESSIONAL CERTIFICATIONS

- American Institute of Certified Planners (AICP)

PROFESSIONAL AFFILIATIONS

- American Planning Association

Jennifer Hofmeister Morris, AICP, LCAM

Principal Planner

PROFESSIONAL EXPERIENCE

Iler Planning, Inc. - 2012 - Present

Principal Planner

Responsible for Doral / Green Land Development Code, Sweetwater Comprehensive Plan Update, and Cutler Bay Development Review.

City of Boca Raton, 3 years

Boca Raton, FL

Development Services Department, Principal Planner

Managed the City's long range planning activities, including preparation and presentation of the Boca Raton 2009 Comprehensive Plan, supervised staff responsible for the various elements of the comprehensive plan, managed the work of outside consultants assisting with various City studies. Served as project planner for various redevelopment projects.

City of Boca Raton, 7 years

Boca Raton, FL

Development Services Department, Senior Planner

Managed various current and long-range planning activities. Prepared the City's Evaluation and Appraisal Report (EAR) of the Comprehensive Plan in 2005 that included identifying the City's major issue and recommending the establishment of a citywide Multi-Model Transportation District, presenting the EAR for adoption to Planning & Zoning Board, other appointed advisory boards and the Boca Raton City Council. Prepared amendments to the Land Development Code and Comprehensive Plan. Served as Acting Planning and Zoning Director when needed.

Broward County, 2 years

Fort Lauderdale, FL

Broward County Planning Council, Senior Planner

Responsible for ensuring consistency of 30 individual municipal land use plans and the Broward County Land Use Plan. Performed extensive analysis of all local land use plan amendments, developed countywide land use policies. Responsible for the coordination and submission of land use plan amendments to the State Department of Community Affairs and Regional Planning Council and acted as staff liaison to the general public.

City of Delray Beach, 3 years

Delray Beach, FL

Community Improvement Department, Neighborhood Improvement Specialist

Managed the Department's Neighborhood Improvement Program. Created and implemented an urban neighborhood tree program, community garden project, and grant program.

EDUCATION

■ Masters Degree - Urban and Regional Planning, 1993

■ Florida Atlantic University

■ Bachelor of Science, Florida State University, 1990

PROFESSIONAL AFFILIATIONS

■ American Institute of Certified Planners (AICP)

■ American Planning Association

■ Licensed Community Association Manager, CAM42973

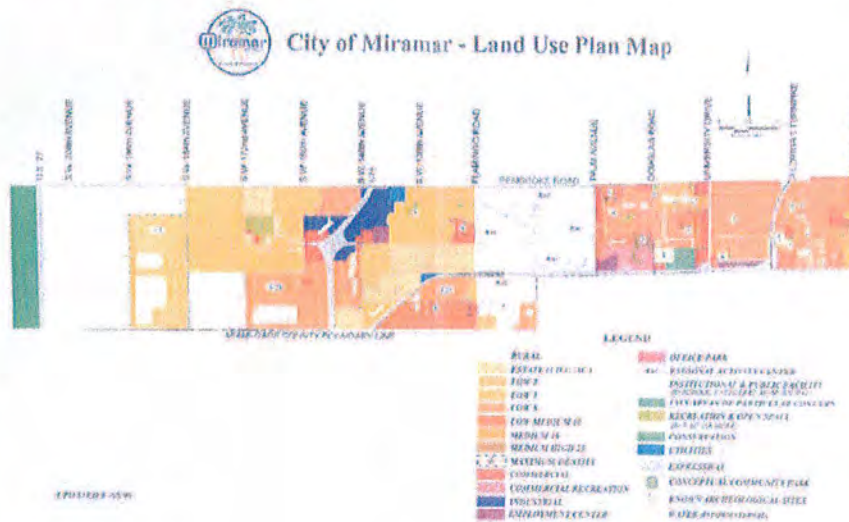
■ City of Boca Raton staff liaison to K-12 Task Force 2004-2005

■ City of Boca Raton staff liaison to Education Advisory Board - August 2009-August 2010

■ City of Delray Beach Police Advisory Board - October 2010 to August 2011

MIRAMAR EAR-BASED COMPREHENSIVE PLAN AMENDMENTS

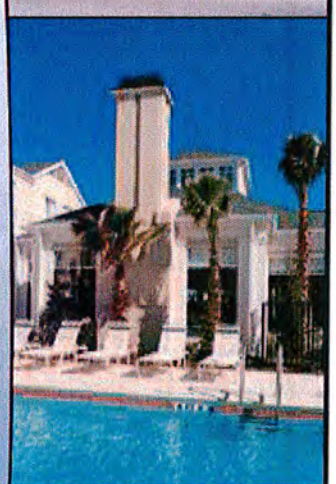
MIRAMAR, FLORIDA



Key Issues

- Enhancing the quality of life
- Improving neighborhood appearance
- Creating a master redevelopment plan for the 441 Corridor and East Miramar
- Ensuring compatibility of industrial areas near neighborhoods
- Constructing a new City Hall complex
- Re-using existing City buildings for community needs
- Making City Hall business-owner friendly
- Promoting private investment in schools

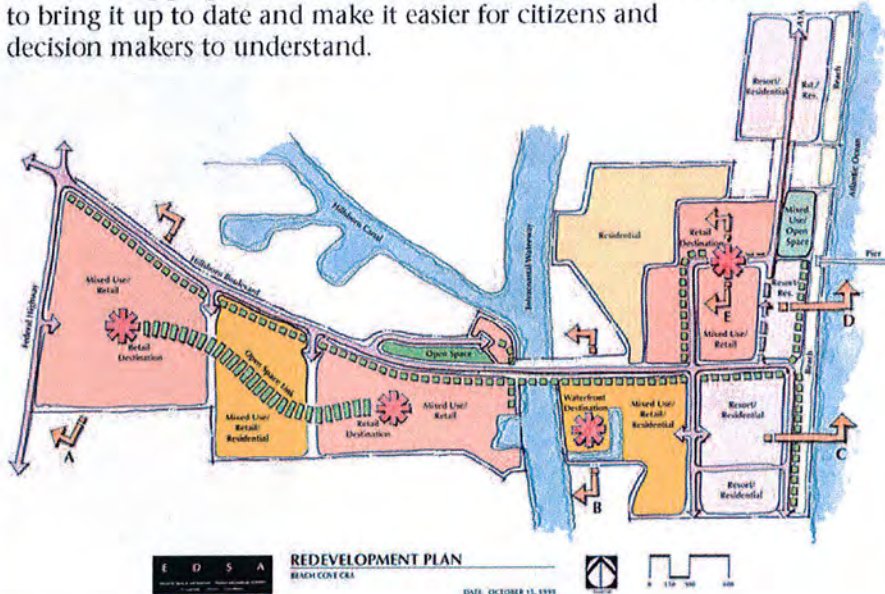
Population 72,739 (2000 Census)
Contact Community Development Director
 City of Miramar
 6901 Miramar Pkwy
 Miramar, FL 33023
 Phone: (954) 967-1635



EVALUATION & APPRAISAL REPORT AND RELATED COMPREHENSIVE PLAN AMENDMENTS

DEERFIELD BEACH, FLORIDA

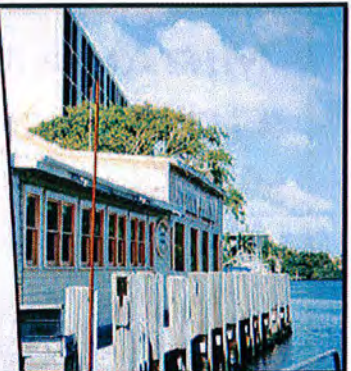
Iler Planning proposed amendments to the City's Comprehensive Plan to bring it up to date and make it easier for citizens and decision makers to understand.



Key Issues

- Compatible land use patterns
- Community sustainability
- Cost-efficient infrastructure programming
- Affordable housing
- Downtown redevelopment
- School concurrency
- Road and transit level of service
- Bicycle and pedestrian connections
- Intergovernmental coordination
- Plan simplification and usability

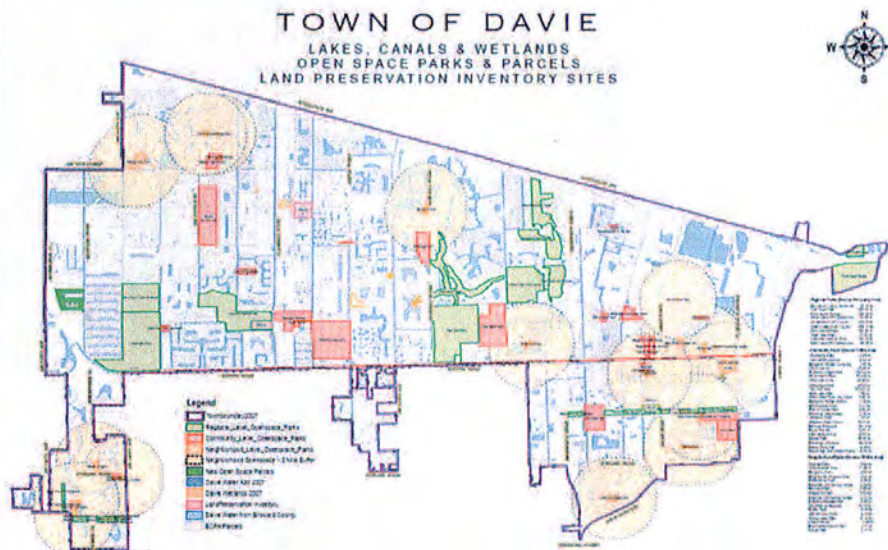
Population 64,583 (2000 Census)
Contact Planning Director
 City of Deerfield Beach
 150 NE 2nd Avenue
 Deerfield Beach, FL 33441
 Phone: (954) 480-4206



DAVIE EAR-BASED AMENDMENTS AND VISIONING PROGRAM

DAVIE, FLORIDA

In addition to meeting all statute-required public hearings, Iler Planning conducted community workshops in each of the four districts in the town. This allowed residents and community stakeholders to address issues of direct interest to their neighborhoods.



Key Elements

- Preservation and acquisition of open space
- Strategies and opportunities for affordable and workforce housing
- Capital Improvement Plan
- Planning for economic vitality
- Transportation improvements and road network
- Proposed density increase - RAC

Population 75,720 (2000 Census)
Contact Director of Development Services
 Town of Davie
 6591 Orange Drive
 Davie, FL 33314
 Phone: (954) 797-1000



COMMERCIAL BOULEVARD AND UNIVERSITY DRIVE CORRIDOR STUDAY

TAMARAC, FLORIDA

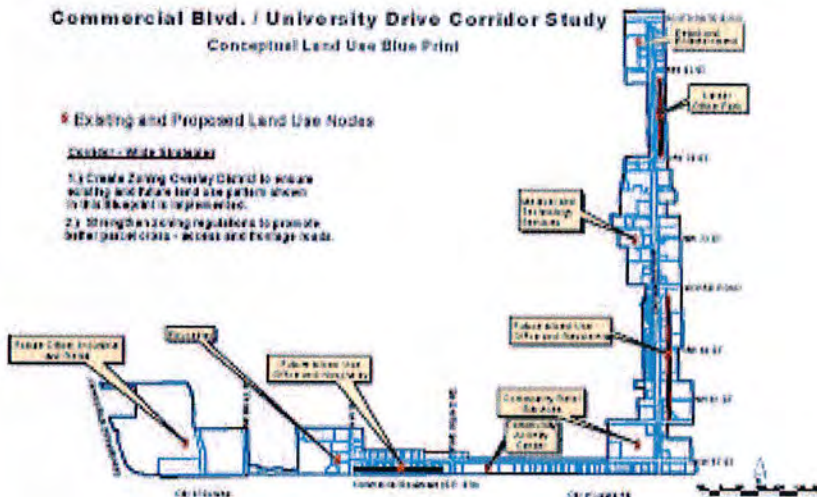
Iler Planning was selected to perform the initial tasks assessing the opportunities and constraints then recommending strategies to enhance the corridor. The issues considered were land use, community identification, transportation functionality, pedestrian access and the overall aesthetics of the corridor.

Commercial Blvd. / University Drive Corridor Study Conceptual Land Use Blue Print

Existing and Proposed Land Use Nodes

Existing - White Shaded

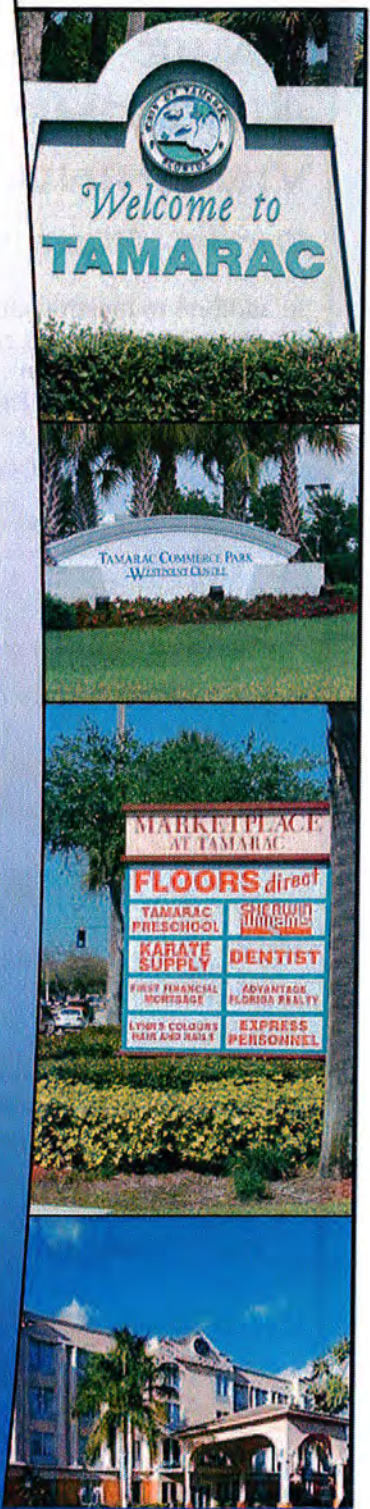
1. Create Zoning Overlay District to ensure existing and future land use patterns shown in this blueprint is implemented.
2. Strengthen existing regulations to provide better guidelines - aesthetic and signage needs.



Recommendations

- Establishment of 8 land use nodes
- Construction of a combined bike and pedestrian path
- Increasing the cross access easements and frontage roads to improve traffic flow
- Creation of building design guidelines and overall architectural theme for corridor
- Creation and application of a landscaping palate and improved sign regulations
- Develop community identification signs located at key points along corridor

Population 55,588 (2000 Census)
Contact City of Tamarac
 7525 NW 88th Avenue
 Tamarac, FL 33321
 Phone: (954) 924-3600



DORAL GREEN MASTER PLAN

DORAL, FLORIDA

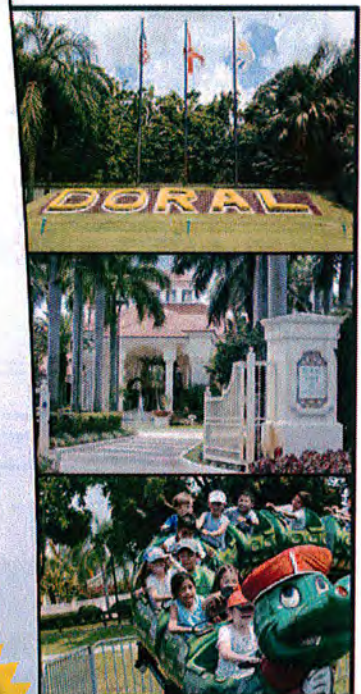
Doral commissioned Iler Planning to develop an innovative Green Master Plan to reduce the City's contribution to global warming. This plan addressed problem areas such as vehicle travel, energy efficiency, water use and land allocation. This plan can positively change Doral's future by guiding the City's operations and growth in an environmentally responsible manner. Implementation of this plan will not only serve the City's leadership in green planning, but will improve the City's quality of life and make the community a more cohesive place to live and work. The goal of the Green Master Plan is to help the City conserve natural resources, enhance the quality of life, bolster economic vitality and leave a sustainable legacy to future generations of Doral residents.



Guiding Principles:

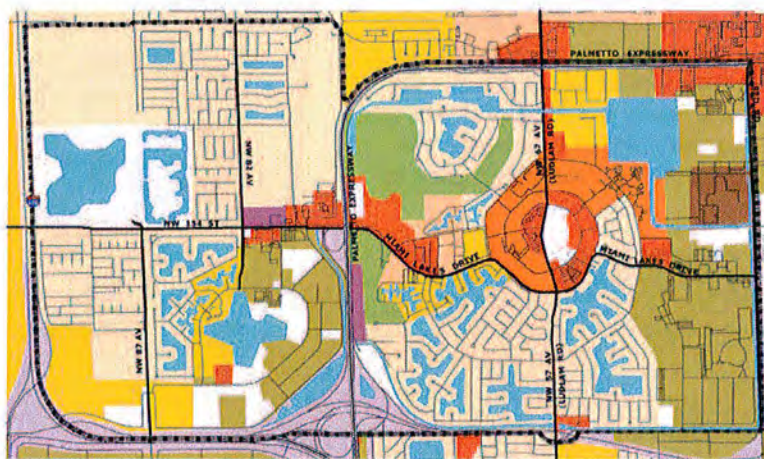
- Vehicle travel
- Landscape and Open Space
- Energy efficiency
- Alternative Urban Energy Sources
- Interconnecting the City's Places
- Water Conservation
- Reuse and Recycle
- Community Agriculture
- "Carbon-neutral" City Government
- Education and Outreach

Population Population: 34,541 (BEHR, 2007)
Contact Planning & Zoning Director
8300 NW 53rd Street, Suite 100
Doral, Florida 33166
(305) 593-6725



MIAMI LAKES FIRST COMPREHENSIVE PLAN

MIAMI LAKES, FLORIDA



Town of Miami Lakes
Existing
Land Use Map
August, 2002

Existing Land Uses
 Low Density
 Low-Medium Density
 Medium Density
 Medium-High Density
 Office/Residential
 Institutional and Public Facility
 Business and Office
 Industrial and Office
 Parks and Recreation
 Vacant Land
 Transportation

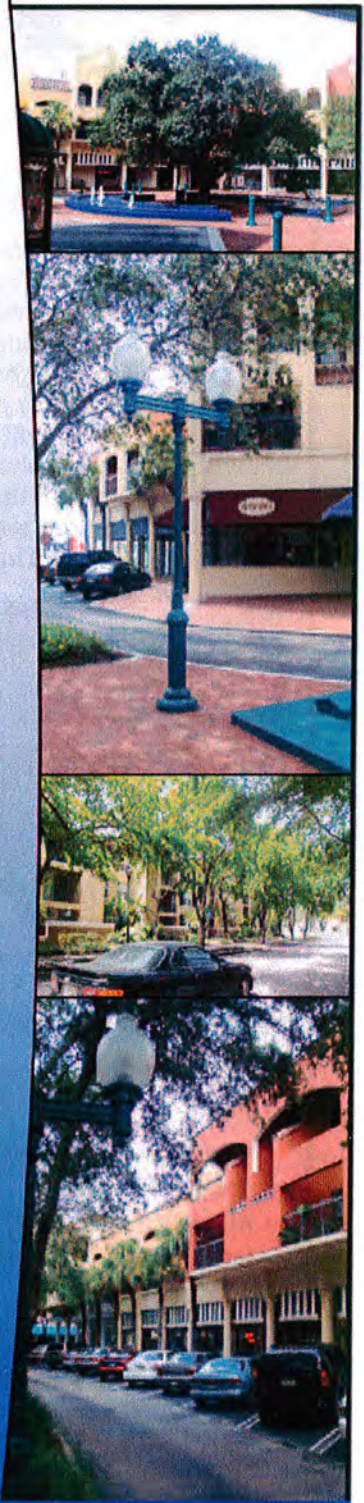
Other Elements
 Town of Miami Lakes Boundary
 Lakes and Canals
 Major Highway Expressway
 Main Roads
 Secondary Roads



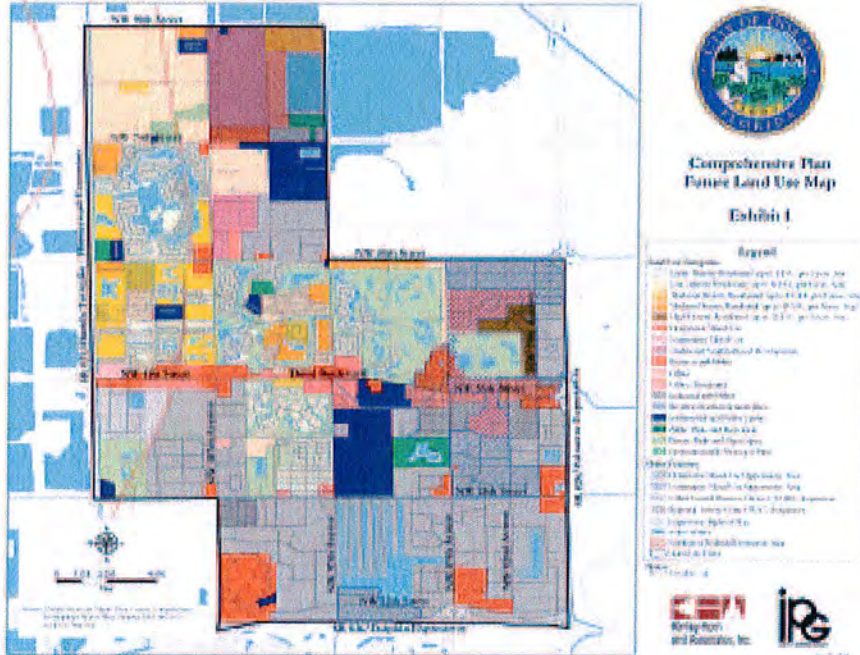
Key Issues

- Town size = 6.8 square miles
- Enhance bike & pedestrian interconnectivity
- Increase connections between eastern and "new" western areas
- Fast approaching residential build-out
- Preservation of community design
- Maintain and enhance unique passive pocket park system
- Mitigate regional cut-through traffic

Population 22,676 (2000 Census)
Contact Town Manager
 Town of Miami Lakes
 6853 Main Street
 Miami Lakes, FL 33014
 Phone: (305) 558-8244



**DORAL, FIRST
COMPREHENSIVE PLAN
DORAL, FLORIDA**



Key Elements

- Conforms to 2005 Growth Management Legislation (SB360)
- Represents a radical departure from the County CDMP
- Establishes five (5) mixed-use categories
- Creates an Urban Central Business District and two (2) Regional Activity Centers
- Extensive community involvement:
 - Two (2) City Council visioning workshops
 - 13,000+ citizen surveys with 17% response rate
 - Five (5) community charrettes

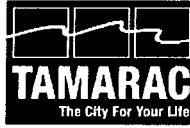
Population 20,438 (2000 Census)
Contact City Manager
 City of Doral
 8300 NW 53rd Street, Suite 100
 Doral, FL 33166
 Phone: (305)59-DORAL



**Land Development Regulation Re-write and Comprehensive Plan Update Service
RFP 14-17R--Evaluation Committee Final Rankings**

Evaluator	Calvin, Giordano & Associates	Clarion Associates	The Mellegren Planning Group
Director of Community Development	2	1	3
Chief Building Official	2	1	3
City Engineer, Asst. Dir. Of Public Services	3	2	1
Planning and Zoning Manager	2	1	3
Code Compliance Manager	2	1	3
Associate Planner	2	1	3
Total:	13	7*	16

*Lowest total indicates highest ranked firm.



City of Tamarac

Purchasing and Contracts Division

AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
CLARION ASSOCIATES, LLC

THIS AGREEMENT is made and entered into this ____ day of _____, 2014 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "City") and Clarion Associates, LLC, a Colorado corporation duly registered as a Florida Foreign Limited Liability corporation with principal offices located at 101 Market Street, Suite D, Chapel Hill, North Carolina 27516 (the "Consultant") to provide for Land Development Regulation Re-Write & Comprehensive Plan Update Services.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Consultant agree as follows:

1) The Contract Documents

The contract documents shall consist of this Agreement, Request for Proposal Document No 14-17R titled "Land Development Regulation, Re-Write & Comprehensive Plan Update Services" including all conditions therein, (including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within the document), any and all addenda as issued by the City on April 24, 2014, Proposal executed and submitted by the Consultant dated May 19, 2014, "Tamarac, Florida Scope of Work and Timeline dated September 4, 2014 as prepared by Consultant and included herein as **Exhibit A**, the City Resolution awarding the project, and all modifications issued after execution of this Agreement. These documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event of a conflict between this document and any other contract documents, this Agreement, including **Exhibit A** shall prevail, followed in precedence by the Request for Proposal Document No 14-17R titled "Land Development Regulation, Re-Write & Comprehensive Plan Update Services" dated April 24, 2014, and Consultant's proposal executed and submitted by the Consultant on May 19, 2014.

2) The Work

2.1. The Consultant shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Consultant shall furnish all labor, materials, and equipment necessary to provide for Land Development Regulation Re-Write & Comprehensive Plan Update Services for the City's Community Development Department

2.1.2 Consultant shall provide services to the City related to the Rewritten of the City's Land Development Regulations, and the Updating of the

City's Comprehensive Plan as specifically detailed in **Exhibit A** of this Agreement.

2.1.3 Consultant shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Consultant, its employees, agents or sub-consultants, if any, with respect to the work and services described herein.

2.1.4 Standard of Care: Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the City, re-perform services which fail to satisfy the foregoing standard of care.

3) Insurance

3.1. Consultant shall obtain at Consultant's expense all necessary insurance in such form and amount as specified in the original bid or proposal document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Consultant shall maintain such insurance in full force and effect during the life of this Agreement. Consultant shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Consultant will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Consultant shall indemnify and hold the City harmless for any damages resulting from failure of the Consultant to take out and maintain such insurance. Consultant's Liability Insurance policies shall be endorsed to add the City as an additional insured. Consultant shall be responsible for payment of all deductibles and self-insurance retentions on Consultant's Liability Insurance policies.

4) Schedule

The work to be performed under this Agreement shall be commenced after City execution of this Agreement. The work shall be completed no later than eight (8) months after the final execution date of this Agreement.

5) Contract Sum

The Contract Sum for the above work shall be **One Hundred Seventy-Five Thousand, Nine Hundred Twenty-Five Dollars and no cents (\$175,925.00)**, which includes a sum of One Hundred Forty Thousand Six Hundred Thirty-Five Dollars and no cents (\$140,635.00) for the Land Development Regulation Rewrite, and Thirty-Five

Thousand Two Hundred Ninety Dollars and no cents (\$35,290.00) for Comprehensive Plan Amendments. The City reserves the right to contract for additional services based on hourly rates included in **Exhibit A**, "Additional Services". Contractor may not perform any additional work under this Agreement unless such work is approved in writing by City.

6) Payments

The City shall pay Consultant on a monthly basis upon for work completed under this Agreement as detailed in **Exhibit A** unless the parties agree otherwise upon approval of properly completed invoices to the City. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change order provided in the contract documents. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

- 7.1. GENERAL INDEMNIFICATION:** Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 7.2.** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.3.** The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.4.** The City and Consultant recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Consultant and requires a specific consideration be given there for. The Parties

therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Consultant. Furthermore, the City and Consultant understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Consultant's responsibility to indemnify.

- 7.5** City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Consultant will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 Consultant shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Consultant further agrees that he/she will ensure that Sub-consultants, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Consultant is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Consultant, which policies of Consultant shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Consultant's funds provided for herein. The Consultant agrees that it is a separate and independent enterprise from the City, that it had full

opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Consultant and the City and the City will not be liable for any obligation incurred by Consultant, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

Consultant shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONSULTANT

Mr. Matt Goebel, AICP, Mgr.
101 Market St., Suite D
Chapel Hill, NC 27516
mgoebel@clarionassociates.com
(919) 967-9188 Telephone
(919) 967-9077 Facsimile

12) Termination

12.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Consultant for such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Consultant

abandons this Agreement or causes it to be terminated, Consultant shall indemnify the city against loss pertaining to this termination.

- 12.2 Default by Consultant:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Consultant neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Consultant of written notice of such neglect or failure.

13) Public Records

- 13.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

13.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

13.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- 13.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 12 "Termination" herein.

14) Uncontrollable Forces

- 14.1** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable

control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Nondisclosure of Proprietary Information

Consultant shall consider all information provided by City and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of City or in response to legal process.

16) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

17) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18) Signatory Authority

The Consultant shall provide the City with copies of requisite documentation evidencing that the signatory for Consultant has the authority to enter into this Agreement.

19) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of

this Agreement.

20) Merger; Amendment

This Agreement constitutes the entire Agreement between the Consultant and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Consultant and the City.

21) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22) Contingent Fees

The Consultant warrants that it 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 it 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 any other consideration contingent upon or resulting from the award or making of this Agreement.

23) Truth-In-Negotiation Certificate

23.1 Execution of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the Consultant's most favored customer for the same or substantially similar service.

23.2 The said rates and cost shall be adjusted to exclude any significant sums should the City determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The City shall exercise its rights under this "Certificate" within one (1) year following payment.

24) Ownership of Documents

Consultant shall be required to work in harmony with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all work products, documents, records, disks, original drawings, specifications or other information developed as a result of this Agreement shall become the property of the City

upon completion for its use and distribution as may be deemed appropriate by the City. Except as specifically authorized by the City in writing, information and other data developed or acquired by or furnished to Consultant in the performance of this Agreement shall be used only in connection with the services provided the City.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONSULTANT, signing by and through its Manager, duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date:

Date

Approved as to form and legal sufficiency:

City Attorney

CONSULTANT

ATTEST:

N/A
(Corporate Secretary)

Clarion Associates, LLC

Signature of Manager

Loritta J. Kook
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

Matt Goebel, AICP

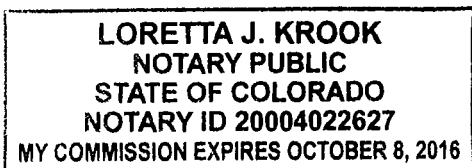
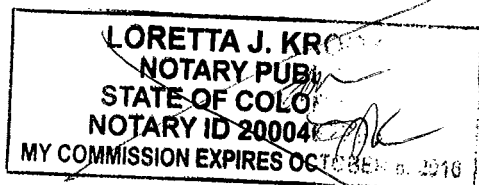
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Colorado :
COUNTY OF Denver :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Matt Goebel, Manager, of Clarion Associates, LLC Colorado Corporation duly authorized as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ^{12th} day of September, 2014



Signature of Notary Public
State of ~~Florida~~ ^{Colorado} at Large

Loretta J. Krook

Print, Type or Stamp
Name of Notary Public

☒
☐

Personally known to me or
Produced Identification

Type of I.D. Produced

☐
☒

DID take an oath, or
DID NOT take an
oath.

Tamarac, Florida

Scope of Work and Timeline (September 4, 2014)

All items in this scope of work refer to both the LDR update and the Plan Amendments, unless otherwise noted.

TASK 1. PROJECT INITIATION AND ORIENTATION

1.1. INITIAL REVIEW OF ORDINANCES AND OTHER BACKGROUND DOCUMENTS

As a first step, Clarion team members will review the relevant background materials, including, but not limited to: the zoning code, the landscape code, plat regulations, sign code, other relevant parts of the Code of Ordinances related to land development, the zoning map; all relevant planning documents, other documents that provide policy direction; administrative rules and interpretations of the current regulations; examples of approved development permits; and other documents identified by City staff.

1.2. KICK-OFF MEETINGS, INTERVIEWS, AND RECONNAISSANCE¹

After completion of the background review, the Clarion team will:

- Conduct interviews with the City's project manager and other staff;
- Conduct interviews with key stakeholders (citizens that represent different perspectives in the community), elected and appointed officials, and neighborhood and business representatives (if appropriate);
- Hold kick-off meetings with an Advisory Committee and the Planning Board or City Commission (as appropriate); and
- Undertake reconnaissance.

The kick-off meetings will be coordinated with their regularly scheduled meetings of the Planning Board and City Commission, if possible. The purpose of these kick-off meetings is to:

- Inform these groups and the public about the project and its schedule,
- Obtain input about the problems the community has with the current land development regulations, issues they believe need to be addressed in the rewrite (e.g., the regulations need to be more user-friendly, or are creating obstacles for or impeding preferred types of development), and the key goals they have for the update; and
- Obtain input about changes that need to be made to the comprehensive plan to implement the City's land use policy direction.

These discussions will give the Clarion team a better understanding of how the existing regulations work (and don't work) in practice, and how City staff believes different goals should be implemented, and what type of plan amendments need to occur. The interviews will identify issues they place a strong emphasis on, development regulation deficiencies, and perceived strengths and weaknesses of the comprehensive plan.

As part of this effort, Clarion will develop an internal survey for City staff to complete in advance of the meeting. This survey would be circulated by the City's project manager to key staff for discussion. The survey provides a framework for input in a consistent fashion during the interviews.

¹ The State-required Comprehensive Plan Evaluation and Appraisal Report (EAR) notification date for Tamarac is June 2015, which will occur during this project. If the City decides, due to significantly changed conditions, to conduct an EAR then it may be advantageous to combine the EAR process with this limited update as an additional service. This issue should be discussed and resolved in the initial meetings.

TASK 1: PROJECT INITIATION AND ORIENTATION – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Review existing land development regulations, plan documents, other documents, and records
- Draft survey
- Conduct interviews with staff, stakeholders, and others, as appropriate
- Conduct reconnaissance of City, with staff
- Facilitate and conduct kick-off meetings outlined in Task 1

CITY STAFF

- Send copies of plans and land development regulations, and other relevant documents to Clarion (including editable digital version of current land development regulations)
- Circulate survey to staff and stakeholders (as appropriate)
- Organize and accompany Clarion on reconnaissance
- Organize kick-off meetings
- Participate in meetings and interviews with Clarion team
- Provide required notice for all public meetings and hearings

TRIPS

One two-day trip to City to interview staff and stakeholders, conduct kick-off meetings, and conduct reconnaissance

SCHEDULE

Completed: One month after Project Initiation

During the kick-off trip, the Clarion team also will conduct a brief reconnaissance of Tamarac with City staff to gain a better understanding of how land development issues are playing out.

1.3. PUBLIC INVOLVEMENT STRATEGY

We suggest the City establish an Advisory Committee to provide input to the Clarion team and staff throughout the Comprehensive Plan amendment and LDR rewrite process. It has been our experience that such committees are very helpful. They usually play an important role in identifying expectations of the community for the project, identifying issues of concern to code users, and providing feedback and advice about the direction of the project. Members of the Advisory Committee might include representatives from City departments and review boards, local neighborhood organizations, the homebuilders association, other development community representatives, environmental organizations, the chamber of commerce, neighborhood organizations, and any other organizations interested in land use activity and development in the city. Based on our prior experience, the ideal size of the committee is 10 to 15 people. Our experience teaches such a committee can be very helpful in identifying technical issues that should be addressed in the update, confirming project goals, and in some instances, helping work through and resolve issues where there are conflicts.

We assume public involvement for the Comprehensive Plan update and LDR rewrite project will consist of periodic meetings and workshops and regular check-in meetings with City staff, the Advisory Committee, the public, the Planning Board, and the City Commission at various points in the project. We include the following:

- During Task 1; kick-off meetings with staff, the Advisory Committee and the Planning Board or City Commission.
- In Task 2, after completion of the Comprehensive Plan and LDR Assessment and report, meetings with staff, the Advisory Committee and the Planning Board or City Commission. The purpose of these meetings will be to present the Comprehensive Plan and LDR Assessment report, and ultimately receive input and resolution that direction for the LDR rewrite in the Assessment is appropriate, as well as the recommendations for the comprehensive plan amendments.
- In Task 3, to present the public hearing draft of the proposed Comprehensive Plan amendments and LDR rewrite to staff, the Planning Board, and City Commission. The Plan amendments will also be presented to the Local Planning Agency.
- City is responsible for providing required notice for all public meetings and hearings.

TASK 2. COMPREHENSIVE PLAN AND LDR ASSESSMENT

Based on information gathered in Task 1, the Clarion team will prepare a Comprehensive Plan and LDR Assessment report in Task 2 to: (1) synthesize and refine the key issues and solutions to be addressed in the LDR rewrite project, and provide a detailed outline of the proposed LDRs structure if the key issues and solutions are addressed; and (2) identify the amendments that need to be made to the comprehensive plan.

LDR Assessment. The report will:

- **Identify the key issues and goals that need to be addressed in the LDR rewrite**—in other words, the broad policy changes that need to be incorporated into code based on the Commercial Arterial Redevelopment Study, the comprehensive plan, and other policy documents that City officials agree need to be implemented, along with other changes City officials identify during the issue identification interviews and meetings conducted in Task 1.
- **Identify the strengths and weaknesses of the current land development regulations** (in terms of the existing districts, development standards, definitions, structure, organization, clarity, and administration/procedures, and enforcement provisions) and summarize consistencies and inconsistencies between them and the zoning map and the comprehensive plan and the Commercial Arterial Redevelopment Plan, and identify where the LDRs need to be modified to bring them into conformance with local, state and federal law. As outlined in the RFP, this will address:

TASK 2: COMPREHENSIVE PLAN AND LDR ASSESSMENT – RESPONSIBILITIES AND DELIVERABLES

• CLARION TEAM

- Prepare staff review draft of LDR Assessment and Plan Amendment Recommendations Report
- Based on written feedback, prepare public draft of Report
- Conduct meetings on Report, as outlined in Task 2

• CITY STAFF

- Review and provide consolidated written comments on draft Report; tel. conference with Clarion to decide on revisions
- Distribute Report
- Organize meetings
- Identify prototypical developments and development characteristics for testing of draft LDRs

• TRIPS

- One, one-day trip to conduct meetings outlined in Task 2

• SCHEDULE

- Completed: Two months after completion of Task 1

- Making the regulations more user-friendly, generally
 - Providing more efficient administration provisions (rules for procedures and permitting)
 - Making the regulations more predictable, and clarifying language
 - Clarifying and adding definitions to add more precision to the regulations, reducing the need for interpretations
 - Consolidating all zoning and land development regulations into one document
 - Ensuring the new LDRs implement the updated comprehensive plan and the Commercial Arterial Redevelopment Study
 - Incorporating hybrid zoning concepts into the regulations
 - Modernizing the zoning districts and zoning district regulations
 - Adding mixed use districts and other mixed use development options
 - Reducing the number of business districts
 - Incorporating form and design controls, as appropriate
 - Revising the regulations to remove obstacles to redevelopment that is of high quality and consistent with the desired context
 - Modernizing the development standards, incorporating best practices, as appropriate
 - Incorporating sustainability principles
- **Include an annotated outline of the proposed new LDRs**—A chapter by chapter description, in layperson's language, of the purpose and nature of the chapter, and how it would use best practices to implement the key project goals, updated comprehensive plan, and Redevelopment Study and address the identified key issues.
 - **Make recommendations for zoning map revisions**—including a working map showing how zoning districts might be mapped in the six Redevelopment Study focus areas. Specific parcel zoning analysis for this project will be limited to the 3 primary and 3 alternative focus areas contained in the Arterial Redevelopment Study. In addition, the Clarion team will prepare a summary memo along with the final public hearing draft of the new LDR in Task 3.3 that identifies generally where new and/or modified business zoning districts should be considered in future updates to the zoning map. This memo will be used by staff to inform future revisions to the zoning map.

Plan Amendments. The report will:

- **Summarize proposed comprehensive plan amendments**—including revised goals, objectives, and policies, and any changes to the Future Land Use Map necessary to implement the Arterial Redevelopment Study recommendations. Specific land use amendments for parcels will be limited to the six Redevelopment Study focus areas.
- **Identify key issues associated with the adopted Comprehensive Plan**—This could include how well the current LDRs are integrated with the comprehensive plan, eliminating land use categories, creating new ones and modifying policies which hinder the Redevelopment Study goals. It will be important to ensure neighborhood protection and quality of life goals, objectives and policies are assessed and adjusted as necessary. If additional mixed use densities and intensities are proposed in the LDRs, the level-of-service standards in the Comprehensive Plan will be evaluated for possible impacts.

2.1. STAFF DRAFT OF ASSESSMENT REPORT

The first draft of the Comprehensive Plan and LDR Assessment report will be for internal staff review only. That review allows staff to provide the Clarion team with substantive feedback and identify any factual errors or major issues that should be adjusted in the document prior to public review.

2.2. PUBLIC DRAFT OF ASSESSMENT REPORT

After receiving one set of written consolidated comments from staff, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes. The Comprehensive Plan and LDR Assessment report will then be made available to the public.

2.3. IDENTIFICATION OF PROTOTYPICAL DEVELOPMENTS

Also, while the Comprehensive Plan and LDR Assessment report is being developed, Clarion will work with City staff to identify approximately **six prototypical developments** against which the draft LDRs developed in Task 3 will be tested. This will include identification of those characteristics of the prototypical developments that the testing will focus on. The prototypical developments should include recently approved developments and represent different types of development in different contexts (e.g., multifamily, stand-alone commercial, office, and mixed-use developments).

2.4. PUBLIC MEETINGS

The Clarion team, working in conjunction with staff, will conduct meetings on the Comprehensive Plan and LDR Assessment report with the Advisory Committee and the Planning Board or City Commission as specified in Task 1.3. At the conclusion of this process, the Clarion team will look for direction on the report, and direction on the proposed structure of, and substantive changes that need to be made to the new LDRs and the plan amendments that need to be made. In our experience, obtaining early consensus on issues contained in the Assessment is a crucial step toward ensuring that the remainder of the process proceeds smoothly.

TASK 3.DRAFT LDRS AND PLAN AMENDMENTS

Based on the final public review draft annotated outline prepared in Task 2 and any supplemental direction received from the town, the Clarion team will next prepare draft LDRs and Comprehensive Plan amendments.

3.1. STAFF DRAFT OF LAND DEVELOPMENT REGULATIONS

The new LDRs will be user-friendly, clear, concise, and drafted with the goal of efficient administration. They will emphasize the use of graphics, tables, and charts to explain zoning and land use concepts, instead of voluminous text. Areas that will benefit from illustrations will be noted (though most illustrations will not be produced until language is refined in the final version).

The draft LDRs will include commentary where necessary to explain changes from current practice and the rationale behind new provisions. The commentary will also reflect the testing of new regulations against the prototypical developments identified in Task 2 and identify how the identified development characteristics would likely differ if the development were developed under the proposed new regulations.

As with the LDR Assessment report, the Clarion team will first prepare a "staff draft" for internal staff review only. After receiving one set of written consolidated comments from staff, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes. The resulting Public Hearing Draft will then be submitted to City staff.

3.2. STAFF DRAFT OF PLAN AMENDMENTS

The draft plan amendments will be in strike-through and underline format accompanied by a clear, easy-to-understand summary. They will be prepared based on the findings and recommendations contained in the Assessment Report. Selected parts of the existing data, inventory, and analysis (DIA) component of the future land use element comprehensive plan will also be updated to reflect the impact of any proposed land use amendments to specific parcels. Staff will provide the revised Future Land Use Map showing any proposed land use amendments. As with the LDR draft, the Clarion team will first prepare a "staff draft" of the proposed Plan amendments for internal staff review only. After receiving one set of written consolidated comments from staff, the Clarion team and staff will reach consensus about revisions, and Clarion will make the agreed-upon changes. The resulting Public Hearing Draft of the plan amendments will then be submitted to City staff.

TASK 3: PUBLIC HEARING DRAFT OF LDRS AND PLAN AMENDMENTS – RESPONSIBILITIES AND DELIVERABLES

CLARION TEAM

- Prepare staff draft of LDRs and Plan Amendments (with commentary on testing)
- Prepare Public Hearing Draft of LDRs and Plan Amendments
- Prepare executive summary of new LDRs

CITY STAFF

- Review and provide written consolidated comments on installments; provide input on illustrations/ graphics
- Organize meetings

TRIPS

One one-day trip to present draft LDR to Advisory Committee, Planning Board, or City Commission

SCHEDULE

Completed: Three months after completion of Task 2 (Goal: **eight months from project kick-off to delivery of draft LDRs and Plan Amendments.**)

3.3. PUBLIC HEARING DRAFT OF LAND DEVELOPMENT REGULATIONS

The Public Hearing Draft of the LDRs will be accompanied by an executive summary that explains the structure of the draft LDRs and the changes proposed. It will also include a consolidated table of contents, illustrations, and an index for ease of use by users. The document will be produced in Microsoft Word and include finalized graphics and illustrations, as mutually agreed to by the Clarion team and staff. It will also include the search and linking capabilities associated with this software platform, and will be web-ready for posting as a PDF. The Clarion team will also provide recommendations on long-term document management and codification maintenance.

3.4. PUBLIC HEARING DRAFT OF PLAN AMENDMENTS

The Public Hearing Draft of the proposed Plan Amendments will also be accompanied by an executive summary that explains the structure of amendments and the changes proposed. The document will be produced in Microsoft WORD. City is responsible for preparation of any legal documents including ordinances necessary to implement Plan amendment recommendations.

3.5. PUBLIC HEARINGS AND WORK SESSIONS ON DRAFT LDRs

The Clarion team will present the Public Hearing Draft of the LDRs at a meeting or public hearing(s) and/or work sessions of the Advisory Committee, Planning Board, or City Commission and answer questions. The Clarion team is also available to make final revisions to the adopted LDRs, on a time and materials basis.

3.6. COMPREHENSIVE PLAN APPROVAL AND ADOPTION

The proposed Comprehensive Plan amendments will be presented to the Local Planning Agency for review and recommendation at one meeting. The amendments and the LPA recommendation will then be presented to the City Commission in ordinance format for first reading and transmittal to the Florida Department of Economic Opportunity and other reviewing agencies. The City would be responsible for transmittal to the State. Once the DEO Objections, Recommendations, and Comments report is received, the Clarion team will assist the City in making any agreed-upon changes and the final amendments will be presented to the City Commission for final adoption at one meeting.

TASK 4. TIMELINE

Specific milestone dates are included in the task descriptions above, and a summary of the schedule is outlined below. The team will deliver the public review drafts of the LDR rewrite and the Plan Amendments within eight months from project kick-off.

Project Tasks	Month							
	1	2	3	4	5	6	7	8
Task 1: Project Initiation	●	●						
Task 2: LDR Assessment & Plan Amendment Recommendations		●	●	●				
Task 3: Public Review Draft of LDRs and Plan Amendments				●	●	●	●	●

COST SUMMARY

This section provides a summary of a not-to-exceed price for the work outlined in the work plan for the LDR Rewrite, and a separate not to-exceed price for the Comprehensive Plan Amendments.

COST PROPOSAL: LDR REWRITE	
TASK	COSTS
Task 1: Project Initiation and Orientation	\$17,500
Task2: Assessment	\$33,585
Task 3: Public Hearing Draft of LDRs	\$79,550
Graphics	\$10,000
TOTAL	\$140,635

COST PROPOSAL: COMPREHENSIVE PLAN AMENDMENTS	
TASK	COSTS
Task 1: Project Initiation and Orientation	\$8,505.00
Task 2: Plan Amendment Recommendations	\$17,900.00
Task 3: Public Hearing Draft of Plan Amendments	\$8,885.00
TOTAL	\$35,290.00

ADDITIONAL SERVICES

The following additional services are not included in the scope and budget above and will be available on a time-and-expenses basis.

- * Reproduction beyond two hard copies of each project deliverable (\$.02 per page).
- * Preparation of an Evaluation and Appraisal Report (EAR).
- * Additional meetings or meeting days beyond those specified in the scope above.
- * Additional rounds of document edits beyond those specified in the scope above.
- * Land use amendments and/or zoning changes in areas outside of six Redevelopment Study focus areas.

The following billable rates will apply to these additional services:

CLARION ASSOCIATES

Richardson: \$210/hour
Goebel: \$180/hour
Duerksen: \$250/hour
Sizemore: \$130/hour
Cisowski: \$70/hour

ILER PLANNING

Principal \$170/hour
Principal Planner \$140/hour
Senior Planner \$115/hour
Planning Technician \$90/hour
Traffic Engineer \$115/hour
Landscape Architect \$115/hour
GIS Technician \$90/hour
Graphic Designer \$90/hour
Administrative \$45/hour



Title - E911 Update

E911 Update - ***Assistant Operations Chief Percy Sayles***



Title - Pension Discussion

Pension Discussion - ***Human Resources Director Maria Swanson and Financial Services Director Mark Mason***