

**COMMUNITY REDEVELOPMENT AGENCY (CRA)
OFFICIAL AGENDA
January 15, 2019 5:30 p.m.**

**Municipal Administration Building
Commission Chambers
201 W. Central Avenue
Lake Wales, FL 33853**

1. ROLL CALL
2. Minutes - November 13, 2018
The minutes of [NOVEMBER 13, 2018](#)
3. Contract Dover Kohl & Partners, Master Plan NW Redevelopment Area
Staff is requesting Commission approval to contract Dover Kohl & Partners for planning services in pursuant of a Master Plan for the NW Redevelopment Area

Documents:

[CRA AGENDA MEMO CONTRACT NW.PDF](#)
[DKP_LAKE WALES CRA_CONTRACT 011119.PDF](#)

4. EXECUTIVE DIRECTOR'S REPORT
5. COMMUNICATIONS AND PETITIONS
Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record. Please limit your discussions to five (5) minutes.

Note: The full staff memo will be incorporated into the official record

Minutes of the CRA meeting can be obtained from the City Clerk's Office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may make arrangements with the City Clerk to duplicate the recording, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be the expense of the requesting party.

Persons who wish to appeal any decision made by the CRA Board with respect to any matter considered during this meeting will need a record of the proceedings, and for such purpose 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.

In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting should contact the office of the City Clerk no later than 5:00 p.m. on the day prior to the meeting.

MEMORANDUM

January 15, 2019

TO: Chairman and Members of the Community Redevelopment Agency Board
VIA: Kenneth Fields, Executive Director
FROM: Karen Thompson, Assistant Director
RE: Contract Dover Kohl & Partners, Master Plan NW Redevelopment Area

SYNOPSIS

Staff is requesting Commission approval to contract Dover Kohl & Partners for planning services in pursuant of a Master Plan for the NW Redevelopment Area to include:

- a. Development strategy which will address affordable housing and potential locations for assisted living facilities.
- b. Develop neighborhood connections (Northwest and Southwest) to planned and existing trails and downtown.
- c. Identify potential locations for streetscape refreshment and updates to connect to or improve functionality of existing improvements on Lincoln Avenue.
- d. Evaluate current and potential facilities and sites within the redevelopment area boundaries that may support cultural or entertainment uses.

The contract will be pursuant to FS 287.055 (C.C.N.A).

RECOMMENDATION

Staff recommends contracting Dover Kohl & Partners for planning services in pursuant of a Master Plan for the NW Redevelopment Area. In addition, the CRA Advisory Committee is recommending Dover Kohl with the following suggestions:

- a. Combine the Downtown Plan for the purposes of cost savings.
- b. Creative ways to notify the public about the community meetings. Example: Flyer in water bills.
- c. Insure that each area will possess character unique to the area. Example: Not "cookie cutter"

BACKGROUND

The recently updated CRA Master Plan identified goals and objectives specific to the NW Redevelopment Area of the CRA to include address affordable housing, identify potential assisted living locations, develop a neighborhood connection to downtown,

streetscape refreshment to Lincoln Avenue and support and enhance cultural or entertainment uses. Staff met on multiple occasions with leaders and organizations established in the Northwest neighborhood and requested three priorities as identified by the entire community. Top four priorities are as follows:

- a. NW Redevelopment Area Master Plan
- b. Affordable Housing
- c. Arts and Cultural Programs
- d. Revitalize Lincoln Avenue

Approving this contract for planning services will address all the priorities as identified by the community and provide a long-range comprehensive plan for the NW Redevelopment Area while keeping in line with our CRA Master Plan.

OTHER OPTIONS

Not to approve staff to contract planning services.

FISCAL IMPACT

Estimated cost of the Master Plan not to exceed \$95,000.00. Unallocated funds are available in CRA, budget amendment to follow.

ATTACHMENTS

none

Agreement for Professional Planning Services for the Lake Wales CRA Northwest Redevelopment Area Master Plan

On this _____ day of January 2019, the Lake Wales Community Redevelopment Agency, a body politic and corporate, (“Client” or “CRA”), located at 201 W Central Avenue, Lake Wales, FL 33853 and DOVER, KOHL & PARTNERS (“Consultant” or “DKP”), located at 1571 Sunset Drive, Coral Gables, Florida 33143, have executed this Agreement for Consulting Services (the “Agreement”) for the creation of the Lake Wales CRA Northwest Redevelopment Area Master Plan.

WHEREAS, the CRA desires to hire a firm that can design a master plan that will provide a vision to create a vibrant neighborhood for Northwest Redevelopment Plan is “CRA Area 3” in the attached CRA map, **EXHIBIT C**. This Agreement is contingent upon execution of a contract for additional planning services between Dover, Kohl & Partners and Lake Wales Main Street, Inc. Due to the economy of planning for an adjoining area some tasks have been combined and the fees have been adjusted in each Agreement accordingly. These following tasks and fees are only in effect once the Downtown Lake Wales Development Strategy contract and work schedule has been executed.

WHEREAS, the CRA desires to develop and implement a Northwest Redevelopment Area Master Plan and desires to retain the services of, and compensate Consultant for the creation of the *Northwest Redevelopment Area Master Plan* which is grounded in an open and transparent process; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and the payment of fair and valuable consideration as provided herein, CRA and Consultant understand and mutually agree to the following terms and Conditions:

ARTICLE 1

Scope of Services

Consultant agrees to provide the services as specifically described, and subject to the special terms and Conditions set forth in **EXHIBIT A**, hereto (the “Services”), which by this reference is incorporated into and made part of this Agreement.

ARTICLE 2

Term

The term of this Agreement shall be twelve (12) months, commencing on the effective date hereof. The CRA shall have the option(s) to extend the term hereof, once, for a period of six (6) months, subject to availability and appropriation of funds.

ARTICLE 3

Compensation

The amount of compensation payable by the CRA to the Consultant shall be based on the rates and schedules described in **EXHIBIT B** hereto, which by this reference is incorporated into this Agreement; provided, however, that in no event shall the amount of compensation for the Services exceed ninety-five thousand dollars (**\$95,000**) including all labor and expenses incurred in connection with these Scope of Services.

ARTICLE 4

Format of Final Work Products

Consultant shall provide final work products to the CRA, as follows:

- A. **Written and Graphic Documents.** Written and graphic documents shall be printed in an appropriate hard-copy format on paper and digitally stored in an appropriate computer format. Consultant will provide CRA with two (2) printed copies on paper and as a digital copy.
- B. **Additional Copies.** Additional copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an additional fee for services at the hourly rates indicated in **EXHIBIT B** of this Agreement.

ARTICLE 5

Ownership and Use of Documents

Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:

- A. **Final Work Products.** Final work products shall be delivered to and become property of the CRA in the format specified above in Article IV of this Agreement. CRA shall have a right to retain, use, and reproduce final work products in accordance with Article IV. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- B. **Instruments of Service.** Consultant will produce and use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to CRA's rights hereunder, Consultant is deemed the sole owner of this documentation and reserve all rights of ownership and legal protections, including copyright, that may be available under common law and statutory law. CRA may reproduce and distribute copies of this documentation without special authorization from Consultant without limitation, unless and until Consultant revokes this authorization with reasonable notice.

- C. **Public Records.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use in contravention of the reserved rights of Consultant.

- D. **Reproductions.** Written and graphic documents shall be protected by copyright and not reproduced for the sale or use by third parties without the written permission of Consultant. Subject to such reasonable limitations as may be required by Client's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "Dover, Kohl & Partners, Town Planning". Consultant reserves the right to require the removal of this credit from appearing on final work products or instruments of service that have been modified without Consultant's prior written consent.

ARTICLE 6

Suspension, Termination, or Withdrawal

- A. **Suspension.** If CRA fails to make timely payment to Consultant of fees or expenses, Consultant may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless Consultant receives full payment within seven (7) days of delivering to CRA such written notice. Consultant shall have no liability to CRA for any delay or damage caused by a suspension of services due to untimely payment by CRA. CRA shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.

- B. **Termination.** CRA may terminate this Agreement upon seven (7) days written notice to Consultant. If this Agreement is terminated, CRA shall reasonably compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of termination. The Consultant may terminate this Agreement upon seven (7) days written notice to the CRA.

- C. **Withdrawal.** If Consultant reasonably concludes that CRA is not implementing the design intent of the Master Plan, Consultant shall at the earliest reasonable opportunity notify CRA in writing and explain the basis for this conclusion. If CRA is unable to resolve the concerns of Consultant within a reasonable period of time, then Consultant may remove its name from the Project and prohibit CRA from using the name of Consultant in connection with the design or any presentation, advertisement, or promotional material associated with the Project. Upon withdrawal, CRA shall compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of withdrawal. Should some other unforeseen condition arise that would cause the need for Consultant to withdraw from the project, Consultant shall work with the CRA to resolve the conflict or to coordinate a withdrawal process to stop the work or transition the work to others.

ARTICLE 7

Publication of Promotional Materials

- A. **Promotional Use of Project.** Consultant shall have the right to use either actual images or representations of the project, including photographs, in its professional and promotional materials. Such materials may not include confidential or proprietary information of CRA, where CRA has previously identified in writing to Consultant the specific information that CRA deems confidential or proprietary.
- B. **Publication.** In the event CRA or Consultant publish or cause to be published any photographs or representations of the Project, both parties agree to require publishers to include in any such publication an appropriate reference to the other party, as the respective Client or CRA planner. CRA and Consultant shall develop a mutually agreed format for submitting such information to publishers.

ARTICLE 8

Miscellaneous Provisions

- A. **Amendments.** The duties, responsibilities, and limitations on authority of Consultant shall not be restricted, extended, or modified without a prior written agreement signed by CRA and Consultant.
- B. **Assignments.** CRA and Consultant each bind themselves, and their partners, legal representatives, successors, and assigns, to the other party to this Agreement and to its partners, legal representatives, successors, and assigns. Neither CRA nor Consultant may, without the prior written consent of the other party, assign or transfer to third parties any rights or obligations arising under this Agreement.
- C. **Prohibition Against Contingency Fees.** The Consultant warrants that it has not employed any person, firm corporation or other entity other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, firm, corporation, or other entity, other than a bona fide employee working solely for the Consultant any favor, commission, percentage, gift, or any other compensation contingent upon or resulting from the award or making of this Agreement or any other agreement with the CRA. In the event of breach of this provision, the CRA shall have the right to terminate this or any other agreement with the Consultant without liability, and, in its discretion, to deduct from amounts due under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- D. **Integration.** This Agreement constitutes the entire and integrated agreement between CRA and Consultant and supersedes all prior negotiations, representations, or agreements, either written or

oral. If one or more provisions contained in this Agreement should be deemed invalid, void, or unenforceable, the remaining provisions shall remain valid, binding, and enforceable to the fullest extent of the law.

- E. **Default and Remedies for Default.** Violations of any of the provisions of this Agreement, including a failure to pay any sum of money when due, shall constitute an act of default. Upon any act of default, the non-defaulting party may terminate this Agreement and exercise any and all legal and equitable remedies.
- F. **Force Majeure.** If either party is unable to perform its obligations under this Contract due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- G. **Notice.** Where this Agreement provides that written notice be delivered, such notice shall be delivered using the most expeditious means available, while taking into consideration such factors as delivery time, reliability, verifiability, and expense. CRA and Consultant have designated the following business addresses as appropriate for receiving such notice:

As to CRA: Lake Wales CRA, FL
ATTN: Mr. Kenneth Fields, City Manager
201 W Central Avenue
Lake Wales, FL 33853

As to Consultant: Dover, Kohl & Partners
ATTN: Joseph Kohl, Vice President
1571 Sunset Drive
Coral Gables, Florida 33143

- H. **Waiver.** The failure of either CRA or Consultant to insist upon the performance of particular terms or conditions arising under this Agreement shall not be construed as a waiver of any subsequent breach of such terms or conditions.
- I. **Attorney's Fees; Costs.** If either party to this Agreement must retain an attorney to enforce the performance of this Agreement by commencing legal proceedings, each party shall bear its own respective costs and attorney's fees.
- J. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and the United States of America. Venue for any litigation under this Agreement shall be in a

court of competent jurisdiction in Polk County, Florida.

- K. **Independent Contractor.** It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co- partners between the parties or as constituting Consultant (including its officers, employees, and agents) an agent, representative, or employee of CRA for any purpose, or in any manner, whatsoever. Consultant is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement. Persons employed by Consultant in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to CRA's officers and employees either by operation of law or by CRA. Consultant shall procure and maintain appropriate insurance coverage to cover itself and its employees, including general liability, professional liability, automobile liability and workman's compensation insurance.
- L. **Public Records.** Consultant acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that the Consultant must comply with the public records laws of the State of Florida. Consultant shall:
1. Keep and maintain public records required by the public agency to perform the service.
 2. Upon request from the public agency's custodian of public records, the Consultant shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
 3. The Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
 4. The Consultant shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
 5. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Consultant of the request, and the Consultant must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
 6. If Consultant does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

7. A Consultant who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.
8. If a civil action is filed against a Consultant to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Consultant the reasonable costs of enforcement, including reasonable attorney fees, if:
 - a. The court determines that the Consultant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Consultant has not complied with the request, to the public agency and to the Consultant.
 - c. A notice complies with subparagraph (8)b if it is sent to the public agency's custodian of public records and to the Consultant at the Consultant's address listed on its contract with the public agency or to the Consultant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
 - d. A Consultant who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**City of Lake Wales
Attn: City Clerk
201 W. Central Ave
Lake Wales, FL 33853
843-678-4182 ext. 270
jnanek@cityoflakewales.com**

M. WE THE UNDERSIGNED indicate our mutual understanding and consent to the aforementioned terms and conditions of this Agreement to be effective on the day and year first written above.

“CRA”

Lake Wales Community Redevelopment Agency, a body politic and corporate

By: _____

Printed: _____

“Consultant”

Image Network, Inc. d/b/a Dover, Kohl, & Partners

By: _____

Joseph Kohl, Principal / Vice President

EXHIBIT A

SCOPE OF SERVICES

PHASE 1: RESEARCH & ANALYSIS

MONTHS 1-2

During Phase I, the Dover-Kohl team will work with the CRA to review base information needs, strategize on the public participation process, identify stakeholders, and develop a detailed schedule for the project. Phase I includes the review of all relevant information, including land development regulations and ordinances, previous studies and plans, and current and historic maps. This phase will also include a site visit to Lake Wales by members of the Dover-Kohl team to meet with the CRA, key elected officials, area stakeholders, and City staff as appropriate and to conduct on-site analysis and stakeholder interviews.

Task 1: Kick-off with CRA for the Northwest Redevelopment Plan

A kick-off conference call will be held with representatives from Dover, Kohl & Partners. This meeting will help identify issues, opportunities and constraints. This call will confirm project goals and schedule, and identify key stakeholders to be included as well as strategize on public awareness strategies for the project. This call will be separate and distinct from the downtown contract to ensure a focus on the goals and needs of the NW Redevelopment study area.

Task 2: Research & Analysis

The Dover-Kohl team will conduct a thorough review of all relevant information and begin to analyze the Northwest Redevelopment Area of the CRA's urban form. A market overview will be produced by the team economist (Partners for Economic Solutions) addresses real estate values and the current and potential reinvestment environment in the study area. The overview will be used to inform the Northwest Redevelopment Area Plan produced in future phases, as well as to target future opportunities.

Task 3: Public Awareness Materials

The Dover-Kohl team will assist the CRA in generating public awareness for the project. The team will provide information and design services for materials that can be utilized to create awareness and advertise the public process. This can include providing material for online website and social media platforms, writing press releases to be distributed to local media, neighborhood associations, civic groups and the development community, and providing content for the design of flyers, posters, banners, postcards, or other mailers that can be distributed to the community and local media.

Task 4: Coordination & Strategy Meeting, Stakeholder Interviews

Task 4 is a site visit to Lake Wales by key members of the Dover-Kohl team. This site visit has been extended by one day to provide ample time for the Dover-Kohl team to tour and analyze both Downtown (as part of the downtown contract) and the Northwest Redevelopment Area as part of this contract. Together with representatives of the CRA, the planning team will tour the area, focusing on identified opportunity areas. Stakeholder interviews during this time will help inform the planning process. As part of the site visit, an optional Community Kick-off Meeting can be held, which will

introduce the planning team to the community and include a “food-for-thought” presentation to educate participants about current best practices in revitalization, pedestrian- and bike-oriented transportation planning and preserving community character. Our team is experienced in using a variety of techniques for gathering community input to learn about goals and priorities, including keypad polling, exit surveys, small group discussions, and traditional question and answer sessions.

PHASE 2: CONCEPTUAL MASTER PLAN STRATEGY MONTH 3

Task 5: Public Design Charrette

To create the draft conceptual plans and goals for the Northwest Redevelopment Area of the CRA a Public Design Charrette will be held. The Charrette will be five or six days, and billed in part to the Main Street program in this contract and in part to the CRA for the Northwest Redevelopment Area and connectivity in and around the two study areas. The compact, high-energy format of the Public Design Workshop is designed to make major advances towards the creation of the final deliverables. By working in Lake Wales, the team can obtain immediate feedback on draft ideas. The Dover, Kohl & Partners team members, including planners and designers, a transportation planner, an economist and local architects, will integrate the information gathered during Phase 1 to establish a planning vision and goals for the Northwest Redevelopment Area. A schedule for a five-day Public Design Charrette will include the public meetings, design sessions, interviews and technical/focus group meetings:

- A Charrette Kick-off and Hands-on Design Session: Allows stakeholders and community members to come together to interactively plan downtown and the Northwest Redevelopment Areas’ future growth and evolution. Participants work in small groups with a facilitator from the Dover-Kohl team to discuss and draw their ideas for the future. This can be facilitated as one large community meeting or as two distinct Hands-On meetings for each study area.

The Hands-On Design Session will begin with participants identifying the important issues associated with future development and discuss them in small groups. Participants will then continue to work and draw on base maps to illustrate how they might like to see Lake Wales evolve in the future by describing their vision for growth, preservation and rehabilitation. At the end of the workshop, a spokesperson from each table will report the findings and major points to the entire assembly. The goal of the Hands-On Design Session is to begin to forge a community consensus.

- An Open Design Studio: Held at a central location in Lake Wales for the design team to refine ideas gathered during the site visit and Hands-On Session and continue to gather community input. The planning team would make major advances toward the Illustrative Plan, renderings, refined market analysis, and major concepts about multimodal street design, public spaces, and connectivity for the Northwest Redevelopment Area at the Design Studio. The public are invited to stop by at any time during this Design Studio to see our design team in action and provide insight and feedback. Further Technical meetings with the CRA, City staff as needed, technical experts and key stakeholders can be scheduled during this time to assist in the team’s understanding of the physical and organizational forces that are shaping the Northwest Redevelopment Area.

It is difficult to communicate exactly what change will look like with words alone. Change is easier to accomplish and more acceptable when we know what to expect – and a picture truly is worth a thousand words. In our planning process we create many drawings, sketches, renderings, and “before-and-after” sequences that can help to study the options, visualizing change before it occurs. The planning team will illustrate the community’s vision, creating a draft Illustrative Plan, with visualizations that present future improvements in the study area.

- A Closing “Work-in-Progress” Presentation: The team would present the ideas gathered from the community throughout the week and demonstrate how these ideas were developed into an organizing vision and draft concepts. Additional feedback gathered at this session would help to refine plan ideas before the first draft is presented in Phase 3.

PHASE 3: REFINE PLAN MONTHS 3-5

Task 6: First Draft of the Northwest Redevelopment Area Plan

Major advances toward the completion of the concepts and plan armature for the Northwest Redevelopment Area Plan will be made in Phase 2, but the refinement of the plan concepts and work products will continue in Phase 3.

In this Phase, the Dover-Kohl team will produce a first draft of the Northwest Redevelopment Area Plan, and submit this draft to the CRA. Although draft concepts will have been created in coordination with the downtown, and there may be overlapping concepts, this report will focus on the Northwest Redevelopment of the CRA and be complementary to the current CRA Plan and the downtown plan created in parallel.

This document will illustrate long-term goals for the community such as community revitalization strategies, and urban design for buildings, public spaces, and streets. Renderings and street cross sections will explore design concepts for key focus areas, including proposed streetscape improvements, and important connections to surrounding assets.

For a plan to be implementable, it must be based on market realities. Frequent feedback loops between the planners and economic experts on our team will be used to directly apply the lessons learned from the economic overview to the plan ideas, and ensure the vision depicted is feasible. An Implementation Strategy will prioritize public and private projects based on feasibility and impact, as well as screens and identify financial tools that can be used to fund improvements. Opportunities for Public/Private Partnerships will be identified. The Implementation Strategy will also suggest benchmarks which can be used to measure progress, based on our team’s previous planning experience.

The final graphics are anticipated to include an Illustrative Plan of the study area, and sketches, illustrations, and street cross sections to convey key concepts and ideas, as well as the finalized Market Analysis and Implementation Strategy.

Within an agreed-upon timeframe, the CRA should provide the Dover-Kohl team with a consolidated set of comments for revisions.

Task 7: Community Presentation of a Public Draft of the Northwest Redevelopment Area Plan

Key representatives from Dover, Kohl and Partners will return to Lake Wales to present a public draft of the plan. This can be one large community meeting presenting both the Downtown Plan and the Northwest Redevelopment Area Plan.

Following the community presentation, the Dover-Kohl team will make any necessary revisions to the Northwest Redevelopment Area Plan based on community feedback, as guided by the CRA.

PHASE 4: FINAL PRESENTATION
MONTHS 5-7

Task 8: Final Presentation

The Dover-Kohl team will make a round of revisions based on feedback received in Phase 3. The team will submit the finalized Northwest Redevelopment Area Plan to the CRA. A Principal of the Dover-Kohl team will return to Lake Wales for final presentation of the Plan.

EXHIBIT B
COMPENSATION

A. Professional Fees. The Client shall compensate DKP for professional services rendered in the performance of this Scope of Services or in the service of the Lake Wales CRA.

The Lake Wales CRA shall make payment to the Consultant of professional fees in an amount not to exceed ninety-five thousand dollars (**\$95,000**) for the completion of the work in the Scope of Services for the Primary Plan area. The payment of fees shall be in accordance with the following schedule:

- a. Client shall pay a 30% non-refundable deposit upon execution and delivery of a fully executed contract. DKP will not schedule work until receipt of this deposit.
- b. DKP will invoice the Client monthly based on work performed.

B. Changes to the Scope of Work. Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.

C. Additional Services. Additional services that Client may authorize and which Consultant has not expressly agreed to provide, unless subject to a written Change Order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section D of this Article. Consultant will present Client with a monthly invoice for additional fees whenever additional services have been provided.

D. Hourly Rate Schedule. Where this Agreement provides for Client's payment to Consultant of compensation on an hourly basis, professional fees shall accrue and compensation shall be paid in accordance with the following hourly rate schedule:

Dover, Kohl & Partners, town planning	
Principal (Victor Dover)	\$ 375
Principal (Joseph Kohl)	\$ 375
Principal/ Sr. Project Director	\$ 185
Project Director	\$ 150
Illustrators	\$ 140
Sr. Town Planner/Urban Designer	\$ 150
Town Planner/Urban Designer	\$ 110
Clerical Staff	\$ 45

*Travel is billed at 50% hourly rate

Consultant reviews its hourly rates each calendar year, and reserves the right to modify its rate schedule at such time. Consultant will provide Client with written notification in advance of any such change.

- E. **Payments.** The Consultant shall submit monthly invoices to the LWMS for professional services rendered to date on a monthly basis. Such invoices shall be paid in full promptly upon receipt.
- F. **Late Payments.** All invoices are due upon receipt. An additional monthly charge of one and one-half (1.5%) percent will be assessed on invoices remaining unpaid for more than thirty (30) days.

