

COMMUNITY REDEVELOPMENT AGENCY (CRA)
OFFICIAL AGENDA
April 18, 2017

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

[The CRA Meeting will be held during recess of the 6:00 p.m. Regular City Commission Meeting. The City Commission will recess following New Business and have the CRA Meeting and then Adjourn and Continue its Regular City Commission Meeting]

1. ROLL CALL

1.I. Approval Of Minutes: September 13, 2016 CRA Meeting

Documents:

[2016-09-13CRA.PDF](#)

1.II. Approval Of Contract With S&ME For The Update Of The Community Redevelopment Plan

A contract with S&ME of Orlando, Florida for \$56,298.00 is recommended to update the city's Community Redevelopment Plan. The last plan was written in 1999 with revisions in 2002, 2003, 2006 and 2007.

Documents:

[MEMO CRA UPDATE CONTRACT.PDF](#)

[LAKE WALES CRA PLAN UPDATE_SCOPE AND FEE LETTER_REVISEDV2_4_11_17.PDF](#)

2. EXECUTIVE DIRECTOR'S REPORT

3. 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.

A meeting of the Community Redevelopment Agency was held on September 13, 2016 in the Commission Chambers at the Municipal Administration Building. Chairman Jonathan Thornhill called the meeting to order at approximately 5:30 p.m.

COMMISSIONERS PRESENT: Pete Perez; Robin Gibson; Eugene Fultz; Terrye Y. Howell, Vice-Chair; Jonathan Thornhill, Chairman

COMMISSIONERS ABSENT: None

CITY REPRESENTATIVES PRESENT: Kenneth Fields, City Manager; Clara VanBlargan, City Clerk

[The minutes are recorded but are not transcribed verbatim]

1. ROLL CALL

2. AGENDA ITEMS

Agenda Item 2.I. Approval of Minutes: August 31, 2016

Vice-Chair Howell made a motion to approve the August 31, 2016 meeting minutes. Mayor Fultz seconded the motion.

By Voice Vote:

Vice-Chair Howell	"YES"
Mayor Fultz	"YES"
Commissioner Perez	"YES"
Commissioner Gibson	"YES"
Chairman Thornhill	"YES"

The motion carried 5-0.

COMMUNICATIONS & PETITIONS

There were no comments from the public.

There being no further discussion the meeting was adjourned at approximately 5:52 p.m.

Chairman Jonathan Thornhill

ATTEST:

City Clerk Clara VanBlargan, MMC

MEMORANDUM

April 13, 2017

TO: Community Redevelopment Agency Board

VIA: Kenneth Fields, Executive Director

FROM: Kathy Bangley, Director of Planning and Development

RE: Approval of Contract with S&ME for the update of the Community Redevelopment Plan

SYNOPSIS

A contract with S&ME of Orlando, Florida for \$56,298.00 is recommended to update the city's Community Redevelopment Plan. The last plan was written in 1999 with revisions in 2002, 2003, 2006 and 2007.

RECOMMENDATION

Staff recommends that S&ME be awarded a contract for \$56,298.00 to update the city's Community Redevelopment Plan.

BACKGROUND

The 1999 CRA Plan identified several redevelopment Goals and Objectives that were sorted into the following groups: Infrastructure, Economic Development, Facilities, Parks and Recreation. All of this will be reviewed to determine what level of attainment was achieved and its impact on the community.

Staff sought Requests for Qualification (RFQ) from qualified firms with CRA plan experience. We received five respondents to our request. There was a three person evaluation and ranking committee. S&ME was the first choice of all committee members with a score of 291 out of 300.

Attachments

Fee Proposal and Contract – S&ME dated April 11, 2017



April 11, 2017

City of Lake Wales
Attn: Mr. Kenneth Fields, City Manager
201 West Central Avenue
Lake Wales, Florida 33853

RE: Fee Proposal – Community Redevelopment Plan Update

Mr. Fields:

S&ME, Inc. (S&ME) is pleased submit this proposal to the City of Lake Wales for the above referenced project. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule and presents the associated compensation for our services. Our Agreement for Services (Form AS-071) is attached to this proposal and is incorporated as part of the proposal.

❖ **PROJECT INFORMATION**

The attached tasks and fees are based on the services requested in RFQ 17-426, Professional Consulting and Planning Services to Revise the Lake Wales Community Redevelopment Plan and specific items discussed with you and the key City staff members. During our March 27, 2017 meeting Community Engagement was identified as one of the key attributes of the Community Redevelopment Plan update process. To address this we have included several public involvement activities that are proposed to occur prior to the community workshop to increase community awareness of the upcoming workshop and provide additional opportunities to participate in the Plan update process. These include:

- Identification of Key Community Stakeholders for one-on-one interviews,
- Facilitation of an information and listening discussion with the Lake Wales Main Street group, and
- Northwest Neighborhood outreach and listening session.

Following these outreach and listening activities, a fourth public input activity, a Community Workshop will be held. The Community Workshop will present the City's redevelopment objectives, review the existing conditions, discuss community issues identified prior to the workshop and collect additional public input addressing the future redevelopment of Lake Wales.

Additional community engagement will be made possible through a CRA Plan update website. This on-line presence will provide a range of information about the Plan update, including meeting schedules, meeting summaries and an on-line survey tool to gather additional public input and comment. The CRA Plan update website will also enable stakeholder feedback and community input throughout the plan update process.

The community outreach and engagement efforts associated with this plan update will be address City of Lake Wales residents, business owners, property owners and business operators. The outreach



efforts will also focus on participation from businesses, educational facilities and visitors that may be located outside or adjacent to the City. The overall scope of services for the Community Redevelopment Plan Update is presented below.

❖ **SCOPE OF SERVICES**

S&ME proposes to break the scope of service into the following tasks. Portions of the itemized scope of service will be included in each task.

TASK 1. EXISTING CONDITIONS-THE CITY, THE CRA, THE COMMUNITY

1.1: Kick Off Meeting, Resource Assignments and Site Tour

S&ME Staff and City/CRA representatives will convene for a kick-off meeting to introduce S&ME, review the requested services, identify key City and Consultant contacts and resources and take familiarization site tour of the CRA.

S&ME will coordinate closely with the CRA Director on the various aspects of the project including, establishing the initial project schedule and performance milestones, identifying resources, reviewing public hearing/workshop options, reviewing key stakeholder interviews, reviewing the project budget and scope and establishing a standing briefing schedule (weekly or bi-weekly) to provide the City and CRA timely project budget status and project completion updates.

S&ME will perform an initial familiarization site tour with staff of the Lake Wales CRA to learn more about the special sites of interest, the CRA redevelopment conditions, the successful application of the CRA's redevelopment programs and visually evaluate areas of the CRA for their redevelopment potential and/or development constraints. Subsequent visits will include, but are not limited to, staff briefings and status updates, stakeholder and focus group interviews, community participation workshops, and presentations to Planning Board, the Lake Wales Community Redevelopment Agency and the Lake Wales City Commission.

Resource identification and data sources will also be identified at the kick-off meeting with City and CRA staff. Potential resources may include, but are not limited to, the CRA's establishing documents and previous Community Redevelopment Plans, the City's Comprehensive Plan, the City's Capital Improvement Plan, Storm-water Master Plans, Brownfield designations, and the City's Land Development Code. Mr. Jones and CRA staff will identify key resource contacts for the use during the project's production at the kick-off meeting.

Key community contacts and stakeholder groups will also be discussed and identified at the kick-off meeting. Early identification, contact and inclusion of key community contacts will be an integral component of an effective Public-Involvement process. Key stakeholder groups discussed at a preliminary meeting with City staff included Lake Wales Main Street organization, Lake Wales Area Chamber of Commerce and



Economic Development Council, American Association of University Women, Florida's Natural Growers, Inc., Lake Wales Care Center, Polk State College, Six/Ten LLC, Lake Wales community faith-based organizations and local businesses.

Task 1.2 Public-Involvement Process

S&ME, in close coordination with the City and CRA staff, will develop a Public Involvement process for Lake Wales residents, neighbors, business owners, employers, and visitors.

Key aspects of the Public Involvement process developed by S&ME and the Lake Wales CRA will include:

- Creation of an associated graphic image and press template (font, color palette, format) for collateral outreach publications, notices, advertisement, and surveys that will be used during the public input process.
- One-on-One Stakeholder Interviews and Focus Groups listening sessions
- Creation of an On-Line presence and Website
- Community Engagement listening sessions

Creation of Press Template and Graphic Image

S&ME will create a graphic image and press template for use in all correspondence, advertisements and notices for the Lake Wales CRA Plan update. The use of the press template and image will provide for a unified theme and look during the plan update process.

Stakeholder Interviews/Focus Groups

S&ME will utilize the information collected at the Kick-off meeting, including the stakeholder and focus groups identified by the CRA Director, to schedule and conduct a series of one-on-one and focus group interviews. The objective of these interviews is to identify shared community concerns, issues, and preferences.

Create an Online Presence



S&ME will create a website specifically for the update of the Community Redevelopment Plan. This website will serve as a clearinghouse of information related to the Community Redevelopment Plan update and also serve as an information gathering and submittal portal to receive input from the community. The Lake Wales CRA Plan update website will include: surveys, meeting materials, FAQs about CRAs, a project overview and a contact form.

The website will be updated weekly to notify residents of upcoming or past meetings, to host surveys and results, and to publicize completed work. It is an outreach tool which promotes transparency throughout the Community Redevelopment Plan Update process to citizens, businesses and interested parties.

Community Engagement listening sessions

S&ME will facilitate listening sessions with the Lake Wales Main Street business group and the representatives of the Northwest Neighborhood areas to collect additional public input and ideas. The sites for these events will be determined through discussion with City staff and representatives of the aforementioned groups.

Online Survey

One of the features of the Lake Wales CRA Plan update website will be an on-line community survey. This survey will provide an additional mechanism for citizen input and participation. The findings from the on-line survey will be incorporated into Community Workshop findings and serve as a basis of discussion.

Task 1.3 Community Redevelopment Plan Assessment



The initial component of the Lake Wales CRA Plan update is a thorough review and understanding of the Goals and Objectives of the 1999 CRA Plan and an assessment of the Plan's accomplishments, efficacy and impacts upon the conditions identified in Finding of Necessity Studies. The initial boundaries of the Community Redevelopment Area were established in 1987 and subsequently amended in 1988 (Area 2), 1990 (Area 3), 1993 (Area 3a). In 1999, the City Commission consolidated these Areas and further expanded the CRA boundary. A Community Redevelopment Plan, covering the newly established "Extended Area", was adopted and remains the existing governing document along with revisions in 2002, 2003, 2006 and 2007.

The 1999 Community Redevelopment Plan identified several redevelopment Goals and Objectives that were placed in the following groups:

- Infrastructure
- Economic Development
- Facilities
- Parks and Recreation

S&ME will examine the Lake Wales CRA's attainment of the Plan's Goals and Objectives identified in the 1999 Community Redevelopment Plan.

S&ME will also examine individual CRA projects and CRA programs to evaluate their impact upon the attainment of the Plan's stated Goals and Objectives.

Attainment of the Plan's Goals and Objectives will be presented in a Technical Memorandum format that identifies full and partial achievements and shortcomings if Plan objectives were not fully realized along with recommendations for goal and objective attainment to be utilized in the CRA Plan update. (**Technical Memorandum #1**)

S&ME will also evaluate the 1999 CRA Plan for consistency with the current applicable Florida Statutes, Florida Administrative Code and Attorney General determinations. The findings for the 1999 CRA Plan's consistency with the aforementioned regulations will also be included in the **Technical Memorandum #1** findings along with recommended revisions (if necessary) to be placed in the updated CRA Plan in order to be in accordance with applicable State Statutes, Codes and AG determinations.

1.4 Existing Conditions and Trends Analysis



S&ME will conduct a thorough Existing Conditions and Trends analysis to understand the interrelated nature of these conditions and how they may be positively addressed through the update of the CRA Plan.

S&ME will evaluate the following social, regulatory and physical attributes of the City and CRA area:

- Demographics characteristics
- Housing characteristics
- Planned public infrastructure projects and identified infrastructure needs
- Available parking inventory and parking patterns
- Parks and open space inventories, service areas and locations
- Crime statistics and trends
- Existing land use patterns
- Future land use and zoning designations
- Economic and retail market conditions
- Overall physical conditions of the built environment, noting any specific areas where deterioration or improvement of physical conditions have occurred

The evaluation of the social, regulatory and physical environment provides only a partial picture of the existing conditions within and affecting the Lake Wales CRA. Economic trends, external and regional market conditions along with local economic conditions and institutions will also be examined.

S&ME will evaluate and review the following components of the economic environment affecting the Lake Wales CRA:

- Continuing and emerging economic trends- National, State, Regional and Local
- Economic Forecasts- National, State, Regional and Local
- Local market Stakeholder roles (Business Owners, Property Owners, Economic Development Organizations)
- Identification of local and regional economic drivers and employment generators
- Available land (for sale, for lease, publicly owned) within and adjacent to the CRA
- Property valuation and ownership within and adjacent to the CRA
- Impact of the nearby Winter Haven CSX Multi-Modal transfer center
- Retail Market opportunities.
- Employment characteristics
- Impact of Lake Wales Medical
- Impact of the nearby Merlin Magic Making Hub (Legoland fabrication facilities)
- Available labor (workforce skills),
- Market area demographics (population and income characteristics)



- Housing characteristics (median home value, tenure of housing units, age of housing, and rents)
- Retail expenditures and leakage (ESRI BAO)
- Local economic development service providers and agencies
- State , Regional and Local economic development programming and funding for development assistance or incentives
- Current, planned, or permitted development
- Recent sales activity and pricing
- Recent development activity
- Place-based economic development opportunities

The findings of the Existing Conditions and Trends Analysis will be summarized in **Technical Memorandum #2**



1.5 Stakeholder Interviews/ Focus Groups and Listening Sessions

S&ME will facilitate the community engagement activities that were identified during the Public Involvement discussions with City staff. These activities will include:

- Stakeholder Interviews (one-on-ones)
- Mainstreet listening session
- Northwest Neighborhood listening session

The information gathered during the community engagement activities will be summarized in **Technical Memorandum #3.**

1.6 Website Survey Summary

S&ME will summarize the community input gathered to date through the Lake Wales CRA Plan update website on-line survey for use at the Community Vision Workshop. S&ME will continue to utilize the survey tool after the Community Visioning Workshop , up through the final production period of the plan update, in order to maximize the opportunity for community participation in the plan update.

The information gathered through the website on-line survey will be summarized in **Technical Memorandum #4.**

TASK 1 DELIVERABLES:

The following deliverables are proposed for Task 1 of the Lake Wales CRA Community Redevelopment Plan update:

- **Kick off meeting and site tour summary**
- **Public involvement plan**
- **Creation and activation of the Lake Wales CRA Plan update website and On-Line Survey Questionnaire**
- **Stakeholder and Focus Group interviews**
- **Tech Memo #1: Redevelopment Plan Assessment**
- **Tech Memo #2: Existing Conditions and Trends Analysis and summary report**
- **Tech Memo #3: Stakeholder Interviews**
- **Tech Memo #4: On-line Survey Results Summary**



TASK 2. LOOKING FORWARD-DEVELOPING THE VISION FOR THE CRA

S&ME will utilize the information and insight gathered in the completion of Task 1 activities to develop the specific activities and processes to be used during the formulation of the CRA Vision.

2.1 Community Vision Workshop (Community Participation Event #2)

S&ME will facilitate a Community Vision Workshop at a facility reserved by the City. The specific activities proposed to be utilized during the Workshop will be discussed and agreed upon with the CRA Director and Redevelopment Advisory Committee prior to the Workshop.

The Community Vision Workshop will begin with an introduction to the S&ME and Lake Wales CRA Team and then provide an overview of the Community Redevelopment Planning process.

Break-Out Sessions, Base Map Exercises

S&ME proposes the use of break-out sessions to facilitate in-depth conversations and discussions with the Workshop participants. Key topics to be addressed during the break-out sessions will be the identification of how their downtown currently “feels” to them and what they would like it to “feel” like and more importantly “look” like in the future. What would the ideal downtown Lake Wales look like? S&ME team table facilitators will take detailed discussion notes regarding the desired form of the community.

To complement these discussions S&ME will facilitate base map exercises. Base maps exercises involve Workshop participants marking-up a base-map of the Lake Wales CRA to identify locations of issues, concerns, appropriate locations for desired development types and uses or where desired improvements within the CRA should be located (i.e., streetscapes, parking, parks, community gathering places, gateway features, bicycle trails, connections, etc.).

Community Visual Preference Exercise (Red Dot Green Dot)

The last proposed activity of the Workshop is a Visual Preference exercise. Visual Preference exercises are very useful tools to identify what type of development a community may prefer, visually and ascetically over a different typology of development. While the Workshop participants are still in there break-out groups, S&ME will present a PowerPoint show of images of the different types of development uses (i.e., residential commercial, public, hospitality, government, mixed use, parking, open spaces, etc.) that are traditionally found in downtowns and different variations of teach type of use (i.e., architectural styles, building height, massing, amount of green spaces, types of construction materials, differing levels of residential density and commercial intensity.) for the participants to review and



determine their most favored style and type and the least favored style and type of development. Large-format print-outs of each of the development types and the variations within each development type, presented during the Powerpoint presentation, will be arranged along the perimeter of Workshop room.

After the PowerPoint image presentation, Workshop participants will be asked to place red dots or green dots, based on an unfavorable or favorable preference of the presented images, on the representative images shown on the large-format print out displays.

S&ME will compile the findings of the Visual Preference exercise and the Base-Map exercise to identify the general development preferences, long-term community visions and localized opportunities, concerns and issues within the CRA.

2.2 Lake Wales CRA Vision and Goal Setting

Based on the input and insights received from the Community Workshop, S&ME will meet with the CRA Director and the Redevelopment Advisory Committee to develop a concise Vision Statement that succinctly captures the essence of the Community Input received at the Workshop. At this meeting, S&ME, the Lake Wales CRA Director and the Redevelopment Advisory Committee will establish redevelopment goal statements that capture the aspirational visions for the Lake Wales CRA that were identified by the Workshop participants and other sources of community input (i.e., surveys, interviews, focus groups, etc.).

TASK 2 DELIVERABLES:

- **Community Visioning Workshop (Community Participation Event #2)**
- **Community Vision Workshop materials (sign-in sheets, agenda, presentation, comment forms etc.)**
- **Community Vision Workshop Break-out discussion Notes, Base Maps summaries and Visual Preference summaries**
- **Community Vision Workshop Summary Memo**
- **Lake Wales CRA Vision Statement and Redevelopment Goal Statements**
- **Lake Wales CRA Vision Statement and Redevelopment Goal Statement Summary Memo**



TASK 3: THE PATH TO THE VISION- STRATEGIC FRAMEWORK AND GOALS, OBJECTIVES AND POLICIES

S&ME will develop the Strategic Framework and Goals, Objectives and Policies for implementation during the 2017-2028 Community Redevelopment Plan timeframe, based on the input received from Tasks 1 and Task 2 and guidance from the Redevelopment Advisory Committee.

3.1 TIF Revenue Projections (for each respective CRA Area)

Prior to finalization of the Community Redevelopment Plan Goals, Objectives and Policies S&ME, in close coordination with the CRA Director, will develop individual Tax Increment Fund (TIF) Revenue projections through the 2028 planning horizon for each of the CRA Areas (Area #1 and Area #3 and 1999 Expansion Area). The TIF revenue estimates will be based on the current applicable City and County millage rates and assume a collection rate of 95%. The TIF revenue estimates will be key factors in prioritizing proposed Goals, Objectives and Policies, capital projects and programming for the updated Community Redevelopment Plan.

3.2 Development of Strategic Framework and Goals, Objectives and Policies

S&ME, working in close coordination with the CRA Director and the Redevelopment Advisory Committee will draft a Strategic Framework and corresponding Goals, Objectives and Policies to assist in the realization of the of the Community Vision developed for the Lake Wales CRA and the aspirational goals identified to achieve Community Vision.

At the direction of the Redevelopment Advisory Committee and the CRA Director, S&ME may develop Goals, Objectives and Policies that are described generally so as to provide the CRA flexibility and enable the undertaking of activities, projects and programs that were not explicitly contemplated or identified during the Community Redevelopment Plan update process update but whose implementation would further advance the Community Vision for the Lake Wales CRA the Community Redevelopment Plan Goals.

3.3 Five-year Community Redevelopment Agency Budget

S&ME will prepare a five-year (5-year) budget for the Lake Wales Community Redevelopment Agency utilizing the strategic framework, actions and the 2017-2028 TIF revenue projections.

3.4 Community Redevelopment Agency Briefing- Redevelopment Plan Update Status

S&ME will provide a status report of the activities and accomplishments regarding the update process of the Lake Wales Community redevelopment Plan. The presentation will be held at a regularly scheduled Community Redevelopment Agency Board Meeting.



TASK 3 DELIVERABLES:

- **TIF Revenue Projections for CRA Area #1 and CRA Area #3 and 1999 Expansion Area**
- **Community Redevelopment Plan Strategic Framework and Goals, Objectives and Policies**
- **Five-year Community Redevelopment Agency Budget**
- **Community Redevelopment Agency Board Briefing**

TASK 4: DRAFT COMMUNITY REDEVELOPMENT PLAN UPDATE (DOCUMENT COMPILATION AND ASSEMBLY)

S&ME will compile and assemble the various components of the Draft Lake Wales Community Redevelopment Plan update developed during Tasks 1-3. The Draft Lake Wales Community Redevelopment Plan update will be provided to City and CRA staff, the Redevelopment Advisory Committee Board and other applicable governing entities and key community stakeholders as per the CRA Director's guidance for comment and review

4.1 Plan Components

S&ME will prepare the Lake Wales Community Redevelopment Plan update in accordance with the standards and requirements set forth in Community Redevelopment Act of 1969, Chapter 163, Part III, Florida Statutes. The specific contents of a Community Redevelopment Plan are outlined in Chapter 163.362 Florida Statutes. The updated Lake Wales Community Redevelopment Plan will contain the following items in addition to the above referenced Florida Statute requirements:

- Community Redevelopment Agency Background
- Public involvement process and results
- Existing Conditions and Trends
- Community Vision for the Community Redevelopment Area

Recommendations

- Area-wide strategies and Goals, Objectives and Policies
- Catalyst site actions

Plan Elements

- Community Redevelopment Area Conceptual Master Plan Map
- Community enhancements
- Neighborhood impact
- Tax base
- Land use
- Zoning and other land development regulation
- Strategies to address underperforming areas
- Adaptive reuse and historic preservation
- Infrastructure
- Community policing innovations



Capital Projects and Programs

- Five-year financing and implementation plan
- Long-term financing and implementation plan (as appropriate)

Proposed budget

- Funding sources
 - Utility Funds
 - Public/Private Partnerships (P3s)
- Tax increment financing revenue projections
- Other revenues
- Financing options (as appropriate)

Supporting information

- Establishing Documents and Adoption Resolutions
- Existing Conditions Maps
- Financial data
- Legal description
- Documentation of Satisfaction of Statutory requirements

4.2 Submit Draft Plan to LPA/City Commission

S&ME will submit the draft update of the Lake Wales Community Redevelopment Plan to the Lake Wales Local Planning Agency (LPA) to review for consistency with the City's Comprehensive Plan. S&ME will also submit the draft update of the Lake Wales Community Redevelopment Plan to the Lake Wales City Commission for review and comments.

4.3 S&ME Revisions to draft Community Redevelopment Plan Update

S&ME will incorporate the comments and revisions provided by the LPA and the City Commission into a final community plan update for submittal and consideration for adoption by the Lake Wales CRA and Lake Wales City Commission.

TASK 4 DELIVERABLES:

- **Updated draft Community Redevelopment Plan**
- **Transmittal of draft Community Redevelopment Plan update to Local Planning Agency and City Commission Staff**
- **Incorporation of revisions and comments into final revised Community**
- **Final revised Community Redevelopment Plan Update (1-electronic project file and 5-bound copies)**



FEE:

The lump sum fee estimate for the scope of services described herein is **\$56,298.00**. The breakdown of fee by task is presented below.

Task 1: Kick Off Meeting, Resource Assignments and Site Tour	\$30,319.00
Task 2: Vision for the CRA	\$ 8,575.00
Task 3: Framework & GOPs	\$ 7,770.00
Task 4: Draft CRA Plan Update	\$ 6,165.00
<u>In-House Team meetings</u>	<u>\$ 2,365.00</u>
Sub-Total	<u>\$55,194.00</u>
Reimbursable Costs	<u>\$ 1,104.00</u>
Total Fees	<u>\$56,298.00</u>

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.

❖ EXCLUDED SERVICES

These include, but are not limited to:

1. Additional meetings not specifically identified
2. Civil Engineering/Roadway/Trail Design
3. Utility Design
4. Permitting

It is our understanding you will serve as the primary point of contact for this project. Please note, this proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the City of Lake Wales and S&ME. Use of this proposal and corresponding final documents is limited to above-referenced project and client. No other use is authorized by S&ME, Inc.

❖ CLIENT RESPONSIBILITIES

It is our understanding that the client will provide electronic copies of:

- Previous Community Redevelopment Plans, updates and establishing documents
- Comprehensive Plan
- Land Development Regulations
- Brownfield designations
- Summary list of planned and/or pending projects under review or submitted to the City for consideration.



❖ **ANTICIPATED SCHEDULE**

The Community Redevelopment Plan update is scheduled for completion within six (6) months of the project commencement.

❖ **AUTHORIZATION**

An Agreement for Services (AS-071) is attached and incorporated as a part of this proposal. Please sign the agreement and return to our office as your authorization of the proposed scope of services and the associated fee. Upon receipt of the signed agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services. Any changes or modifications to AS-071 or the proposal are required to be acknowledged by both parties initialing acceptance of this proposal and agreement for services next to the change or modification.

If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of our Agreement for Services and an authorization to proceed with the performance of our services. The terms and conditions included in any purchase order shall not apply, and are hereby specifically rejected, as our agreement is for services which are not compatible with purchase order agreements.

If you choose to accept this proposal by e-mail, your reply e-mail acceptance will serve as your representation to S&ME that you have reviewed the proposal and the associated Agreement for Services (AS-071) and hereby accept both as written.

❖ **CLOSURE**

S&ME appreciates the opportunity to be of service to you. If you have any questions regarding the outlined scope of services, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,

S&ME, Inc.

John M. Jones
Project Manager

George L. Kramer
Director of Planning

Attachment

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Form

AS-071



Date: April 11, 2017	Job Number:
S&ME, Inc. (hereafter Consultant)	Client Name: City of Lake Wales (hereafter Client)
Address: 1615 Edgewater Drive Suite 200 Orlando, Florida 32804	Address: 201 Central Avenue W. PO Box 1320 Lake Wales Florida 33859-1320
Telephone: 407 975 1273 Fax:	Telephone: 863-678-4182 xt 225 Fax: 863-678-4180
PROJECT	
Project Name: Lake Wales Community Redevelopment Plan Update	
Project location: Lake Wales, Florida	
City: Lake Wales	State: FL Zip: 33859-1320
SERVICES TO BE RENDERED	
Proposal Number: RFQ No. 17-246 Dated: February 15, 2017 is incorporated into this Agreement For Services. This Agreement For Services is incorporated into the above Proposal.	

Client desires to contract with Consultant for the Services to be Rendered ("Services") on Client's Project, as contained in Consultant's Proposal. The Proposal and Client's Project are referenced immediately above.

THEREFORE, in consideration of the Mutual Covenants and Promises included herein, Client and Consultant agree as follows:

- ACCEPTANCE:** Client hereby accepts this offer by Consultant to provide the Services as contained in Consultant's Proposal and agrees that such Services and any additional Services performed by Consultant shall be governed by this Agreement. If Client directs that Services commence prior to execution of this Agreement, Client agrees that commencement of Services by Consultant is in reliance on Client having accepted the terms of this Agreement and acknowledgment that Client will execute this Agreement, forthwith. **CLIENT MAY ACCEPT THIS AGREEMENT FOR SERVICES THROUGH THE USE OF CLIENT'S PURCHASE ORDER, HOWEVER ALL PREPRINTED TERMS AND CONDITIONS ON CLIENT'S PURCHASE ORDER ARE INAPPLICABLE AND THE TERMS OF THIS AGREEMENT SHALL GOVERN.** Unless this offer is previously accepted, it will be withdrawn automatically at 5:00 pm EST, ninety (90) days from the date of issue.
- CONTRACT DOCUMENTS:** "Contract Documents" shall mean this Agreement for Services, the Proposal identified under "SERVICES TO BE RENDERED."
- SCOPE OF SERVICES:** Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services included in Consultant's proposal received by Client are adequate and sufficient for Client's intended purpose. Client shall communicate the provisions of this Agreement for Services to each and every third party to whom Client transmits any part of Consultant's work. Consultant shall have no duty or obligation to any third party greater than that set forth in Consultant's proposal, Client's acceptance thereof and this Agreement for Services. The ordering of work from Consultant, or the reliance on any of Consultant's work, shall constitute acceptance of



the terms of Consultant's proposal and this Agreement for Services, regardless of the terms of any subsequently issued document.

4. **CHANGE ORDERS:** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
5. **PAYMENT:** Client will pay Consultant for Services and expenses in accordance with the Contract Documents. If prices for Services are not specified in the Contract Documents, Consultant's current fee schedule in effect for the type of services performed shall control. Consultant will submit progress invoices to Client monthly and a final invoice upon completion of Services. Payment is due upon receipt of the invoice unless otherwise agreed to in writing prior to the submittal of the invoice. Invoices are past due 45 calendar days after the date of the invoice. Past due amounts are subject to a late fee of one and one-half percent per month (18 percent per annum) or the highest amount allowed by applicable law on the outstanding balance, whichever is less. Attorney's fees and other costs incurred in collecting past due amounts shall be paid by Client. The Client's obligation to pay under this Agreement is in no way dependent upon the Client's ability to obtain financing, payment from third parties, approval of governmental or regulatory agencies, or Client's successful completion of the Project. In addition, CONSULTANT reserves the right to suspend the performance of all services in any case where invoices remain unpaid more than sixty (60) days from the invoice date.
6. **STANDARD OF CARE:** Consultant and its agents, employees and subcontractors shall endeavor to perform the Services for Client with that degree of care and skill ordinarily exercised, under similar circumstances, by consultants practicing in the same discipline at the same time and location. In the event any portion of the Services fails to substantially comply with this standard of care obligation and Consultant is promptly notified in writing prior to one year after completion of such portion of the Services, Consultant will re-perform such portion of the Services, or if re-performance is impractical, Consultant will refund the amount of compensation paid to Consultant for such portion of the Services. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
7. **LIMITATION OF LIABILITY:** Client agrees that Consultant's services will not subject Consultant's individual employees, officers or directors to any personal liability, and that notwithstanding any other provision of this agreement, Client agrees that its sole and exclusive remedy shall be to direct or assert any claim, demand, or suit only against Consultant. Statements made in Consultant's reports are opinions based upon engineering judgment and are not to be construed as representations of fact. Client and Consultant have evaluated the risks and rewards associated with this project, including Consultant's fee relative to the risks assumed, and agree to allocate certain of the associated risks. To the fullest extent permitted by law, Consultant's aggregate liability to Client, including that of Consultant's officers, directors, employees and agents, is limited to \$100,000, hereinafter referred to as LIMITATION OF LIABILITY. This LIMITATION OF LIABILITY applies to all lawsuits, claims or actions, whether identified as arising in tort, INCLUDING NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERROR OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED), NEGLIGENT MISREPRESENTATION, AND STRICT LIABILITY, contract, or other legal theory, including without limitation, Consultant's indemnity obligations to Client related to the Services provided in this Agreement and any continuation or extension of Consultant's Services.

By entering into this Agreement, Client acknowledges that this LIMITATION OF LIABILITY provision has been reviewed, understood and is a material part of this Agreement, and that Client has had an opportunity to seek legal advice regarding this provision.



8. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** In no event shall Consultant or Client be liable to the other for any special, indirect, incidental or consequential loss or damages, including, but not limited to, lost profits, damages for delay, or loss of use arising from or related to Services provided by Consultant.
9. **REPORTS:** In connection with the performance of the Services, Consultant shall deliver to Client reports, drawings, specifications, computer files, field data, notes, and other documents and instruments prepared by the Consultant reflecting Services provided and the results of such Services. All reports and written documents delivered to Client ("Instruments of Service") are instruments reflecting the Services provided by Consultant pursuant to this Agreement and are made available for Client's use subject to the limitations of this Agreement. Instruments of Service provided by Consultant to Client pursuant to this Agreement are provided for the exclusive use of Client, and with Client's permission, Client's contractors, designers and employees for the purpose and the Project described therein and are not to be used or relied upon by third parties or in connection with other projects. ~~Subject to the permitted use of Client, and Client's agents, and employees, all Instruments of Service, other written documents, all original data gathered by Consultant and work papers produced by Consultant in the performance of or intrinsic to the Services included in the Services are, and shall remain, the sole and exclusive property of Consultant.~~ Files shall be maintained in general accordance with Consultant's document retention policies and practices.

10. PUBLIC RECORDS

10.1 In representing the CLIENT, the CONSULTANT could be deemed to be a "contractor" under section 119.0701, Fla. Stat.

a. In an abundance of caution, the CONSULTANT shall comply with the letter and spirit of Florida's Public Records Act, Chapter 119, Fla. Stat., including specifically section 119.0701(2), which requires that the CONSULTANT:

i. Keep and maintain public records required by the Commission to perform the services under this Agreement.

ii. Upon request from the Commission's custodian of public records, provide the Commission 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 Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the Commission.

iv. Upon completion of the Agreement, transfer, at no cost, to the Commission all public records in possession of Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

b. If the Contractor fails to provide the public records to the Commission within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, the Commission may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COMMISSION'S CUSTODIAN OF PUBLIC RECORDS AT 863-678-4182, XT-714, kbangle@cityoflakewales.com, and 201 Central Avenue W. PO Box 1320 Lake Wales FL 33859-1320.



10.2 The CLIENT should be aware of the CONSULTANT'S document and file retention policy. Once a case is concluded, the file will be officially closed. Once the file is closed, it may be sent to off-site storage, and there may be costs associated with retrieval of information from the file. The CONSULTANT retains stored and closed files for a period of ten (10) years after which time the files may be destroyed.

11. **SAFETY:** Consultant is solely responsible for the safety and health of Consultant's employees. Consultant shall take necessary precautions for the safety of its employees. Consultant specifically disclaims any authority or responsibility for general job safety and for the safety of persons who are not employed by Consultant. Should Client, or third parties, be conducting activities on the Site, then each shall have responsibility for their own safety and compliance with applicable safety requirements.
12. **SAMPLES:** Unless otherwise requested, test specimens or samples will be disposed of immediately upon completion of tests and analysis. Upon written request, Consultant will retain samples for an agreed to duration and for a mutually acceptable storage charge. In the event that samples contain or may contain hazardous materials, Consultant shall, after completion of testing and at Client's expense, return such samples to Client or make samples available for disposal by Client's agent. Client recognizes and agrees that Consultant is acting as a bailee and at no time assumes title to said samples.
13. **HAZARDOUS MATERIALS:** Nothing contained within this agreement shall be construed or interpreted as requiring Consultant to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.
14. **CLIENT OBLIGATIONS:**
 - (a) Client warrants that all information provided to Consultant regarding the Project and Project location are complete and accurate to the best of Client's knowledge.
 - (b) Client agrees to furnish Consultant, its agents, employees, and subcontractors a right-of-entry and any authorizations needed for Consultant to enter onto the project site to perform the Services included in this Agreement.
 - (c) Client recognizes that the performance of the Services included in this Agreement may cause alteration or damage to the Site. Client acknowledges that some site disturbance is inherent in the work for which Consultant will not be responsible. Should Client not be owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage and arrange for the repair of any alteration and damage.
 - (d) Client agrees to disclose the identity of all utilities serving the Project Site, the presence and accurate location of hidden or obscured man-made objects known to Client that may be in Consultant's work area and the nature and location of any known or suspected hazardous materials that may exist on the property.
 - (e) Our job site activities do not change any agreement between Client and any other party. Only Client has the right to reject or stop work of its contractors or agents. Our presence on site does not in any way guarantee the completion, quality or performance of the work by any other party retained by Client to provide field or construction/remediation services. We are not responsible for, and do not have control or charge of, the specific means, methods, techniques, sequences or procedures of construction or remediation selected by any contractor or agent of Client.



(f) Provide prompt written notice to CONSULTANT if CLIENT becomes aware of any fault or problem in the PROJECT, including any errors or omissions in CONSULTANT'S work.

15. **CERTIFICATIONS:** Client agrees not to require that Consultant execute any certification with regard to work performed, tested or observed under this Agreement unless: 1) Consultant believes that it has performed sufficient work to provide a sufficient basis to issue the certification; 2) Consultant believes that the work performed, tested or observed meets the criteria of the certification; and 3) Consultant has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by Consultant is limited to an expression of professional opinion based upon the Services performed by the Consultant, and does not constitute a warranty or guarantee, either expressed or implied.
16. **FAILURE TO FOLLOW RECOMMENDATIONS:** The Client agrees that it would be unfair to hold the Consultant liable for problems that may occur if the Consultant's recommendations are not followed. Accordingly, the Client waives any claim against the Consultant, and agrees to indemnify, and hold harmless the Consultant from any claim or liability for injury or loss that results from failure to implement the Consultant's recommendations or from implementation of the Consultant's recommendations in a manner that is not in strict accordance with them.
17. **TERMINATION:**
For Convenience - Upon written notice, Client or Consultant may terminate the performance of any further Services included in this Agreement if the terminating party determines termination is in the terminating party's interest. Upon receipt of a termination notice by either party, Consultant shall stop work on all Services included in this Agreement and deliver any Instruments of Service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the dispatch or receipt of the termination notice. Upon Termination for Convenience, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.

For Cause -In the event of material breach of this Agreement, the party not breaching the Agreement may terminate it upon five (5) business days written notice delivered or mailed to the other party, which notice must identify the material breach. The Agreement may not be terminated for cause if the breaching party cures the breach within five (5) business days of receipt of the written notice. Upon Termination for Cause, Consultant shall stop work on all Services included in this Agreement and deliver any instruments of service complete at that time to Client and Client shall pay Consultant within thirty (30) days for all Services performed up to the termination. Upon Termination for Cause, Consultant and Client shall have no further rights or remedies other than those included in this paragraph.
18. **UNFORESEEN CONDITIONS OR OCCURRENCES:** If, during the performance of Services ,any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in Consultant's judgment, significantly affects or may affect the Services, the risk involved in providing the Services, or the recommended Scope of Services, Consultant will promptly notify Client. Subsequent to that notification, Consultant may: (a) If practicable, in Consultant's judgment and with approval of Client, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the Scope of Services and the estimate of charges to include the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated into this Agreement; or (c) Terminate the Services effective on the date of notification pursuant to the terms of TERMINATION FOR CONVENIENCE. Client is responsible for reporting any releases of hazardous substances to appropriate government agencies as required by law. Client acknowledges that Consultant also may have reporting obligations under controlling law and regulations. Client waives any claim against Consultant and will indemnify and hold Consultant harmless from any claim, injury or loss arising from the discovery of unforeseen hazardous substances.
19. **FORCE MAJEURE:** Consultant shall not be deemed to be in default of this Agreement to the extent that any delay or failure in the performance of the Scope of Work results from any causes beyond its reasonable control. For this purpose, such acts or events shall include, but are not limited to, storms, floods, unusually severe weather, epidemics, civil disturbances, war, riot, strikes, lockouts or other industrial disturbances, and the inability within reasonable diligence to supply personnel, equipment, information or material to the Project. In the event that such acts or events occur, it is



agreed that Consultant shall attempt to overcome all difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services covered by this Agreement.

20. **INSURANCE:** Consultant shall maintain at its own expense, during the term of this Agreement, the following insurance: (1) Workers' Compensation providing statutory coverages required by the state where services are provided, (2) Employer's Liability with limits of \$1,000,000 each accident, (3) Commercial General Liability with limits of \$1,000,000 each occurrence / \$2,000,000 aggregate, (4) Commercial Automobile with limits of \$1,000,000 each accident, (5) Umbrella Excess Liability with limits of \$5,000,000 each occurrence and (6) Professional Liability with limits of \$5,000,000 each claim.
21. **DISPUTE RESOLUTION:** Consultant may, in Consultant's sole discretion, pursue collection of past due invoices by litigation in a court of competent jurisdiction. Other than Consultant's collection of past due invoices, if a dispute arises out of or relates to this contract, or the breach thereof, the parties will attempt to settle the matter through amicable discussion. If no agreement can be reached, the parties agree to use non-binding mediation before resorting to a judicial forum. The cost of a third party mediator will be shared equally by the parties. In the event of litigation, each party will be responsible for bearing its own costs and attorney fees. All questions as to the interpretation or enforceability of this Agreement shall be governed in accordance with the laws of the state where the project is located. In the event of any litigation involving this Agreement or the performance by the parties thereto, such actions shall be brought in a court of competent jurisdiction in the state where the project is located. Notwithstanding the foregoing, Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services.
22. **ASSIGNMENT AND SUBCONTRACTS:** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party, except for an assignment of proceeds for financing purposes. Consultant may subcontract for the Services of others without obtaining Client's consent if Consultant deems it necessary or desirable to have others perform Services.
23. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
24. **MISCELLANEOUS:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state where project is located. This Agreement represents the entire understanding and agreement between the parties hereto relating to the Services and supersedes any and all prior negotiations, discussions, and Agreements, whether written or oral, between the parties regarding same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing, signed by both Parties. If any part of this subcontract is found to be unenforceable, then the parties' intent is to have such part rewritten to attain as close as possible the original intent of the unenforceable provision.
25. **TIME BAR:** Notwithstanding any applicable state statute of repose or statute of limitation, the Parties agree that all legal actions by either party against the other concerning this Agreement or the work performed in relation to this Agreement, will become barred two (2) years from the time the party knew or should have known of the claim, or two (2) years after completion of Consultant's services, whichever occurs earlier.
26. **NO DISCRIMINATION:** To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a) and the posting requirement under 29 CFR Part 471, appendix A to subpart A. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.



CONSULTANT HEREBY ADVISES CLIENT THAT ITS PERFORMANCE OF THIS AGREEMENT IS EXPRESSLY CONDITIONED ON CLIENT'S ASSENT TO THE TERMS AND CONDITIONS DETAILED HEREIN.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representative.

CLIENT: _____

S&ME, Inc.

BY: _____

(Signature)

BY: _____

(Signature)

(Print Name / Title)

(Print Name / Title)

DATE: _____

DATE: _____

PROPOSAL NUMBER : _____