

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT DEPARTMENT**

TO: Honorable Mayor and Council
FROM: James P. Kelly, Village Manager
DATE: August 13, 2015
SUBJECT: **RESOLUTION – Approval of an Interlocal Agreement for Planning and Urban Design Services with the Treasure Coast Regional Planning Council**

The Village Council has expressed a desire to develop a master plan for future and infill development and redevelopment as well as community-based vision for economic growth in conjunction with the ongoing revisions to the Village's zoning regulations and the creation of a Unified Land Development Code.

The Treasure Coast Regional Planning Council ("TCRPC") is recognized as a governmental entity created by an interlocal agreement among Palm Beach, Martin, St. Lucie and Indian River Counties. According to state statute, the purpose of all regional planning councils, including TCRPC, is to provide planning and technical assistance related to growth management and economic development for the governments within its jurisdiction. TCRPC is a non-profit agency and provides its services at cost. Because TCRPC is a governmental entity, the Village may contract with TCRPC through the execution of an Interlocal Agreement without the need to seek competitive proposals. Additionally, TCRPC has active partnerships with many other public agencies, including the Palm Beach County Metropolitan Planning Organization ("MPO") and the Florida Department of Transportation, thereby enabling projects led by TCRPC to leverage local government planning dollars to be supplemented with other public agency funding.

Village Administration is recommending the execution of an Interlocal Agreement with TCRPC for Planning and Urban Design Services. The Scope of Services incorporated into the Interlocal Agreement includes the following components: (1) Economic Analysis and Market Study; (2) Retail and Development Assessment; (3) Traffic Analysis and Potential Lane Elimination Documentation; (4) Community Design Charrette and On-Site Urban Design Studio; (5) Comprehensive Plan and Land Development Regulations Evaluation; and (6) Development of Fully Detailed Master Plan, Vision and Implementation Approach. The total maximum cost to the Village is \$243,300.00. TCRPC will seek \$50,000 in matching funds from the MPO to cover certain transportation tasks, such as the potential lane elimination on U.S. Highway One and the analysis of Village intersections and bike networks. If received, these funds will reduce the total cost to the Village.

This expenditure was not budgeted. The cost of these services will be charged to an operating account within the General Fund (A5206-33190 Community Planning – Professional Services) and may require a budget amendment at year-end if sufficient savings within the General Fund are not realized.

Net Decrease in General Fund as follows:

Fund	Department	Account Number	Account Description	Amount
General Fund	Community Planning	A5206-33190	Professional Services	\$243,300.00

Contact person: Chuck Huff, Community Development Director

Recommendation:

Village Administration requests Council consideration and approval of the attached resolution approving an Interlocal Agreement with the Treasure Coast Regional Planning Council for Planning and Urban Design Services at a total cost not to exceed \$243,300.00, with funds expended from Account No. A5206-33190 (Community Planning – Professional Services) and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.

RESOLUTION 2015-49

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TREASURE COAST REGIONAL PLANNING COUNCIL FOR PLANNING AND URBAN DESIGN SERVICES; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of planning and urban design services, specifically, the development of a master plan for future infill development and redevelopment and a community-based vision for economic growth; and

WHEREAS, the Treasure Coast Regional Planning Council ("TCRPC") was created by interlocal agreement among Indian River, St. Lucie, Martin and Palm Beach Counties for the purpose of providing planning and technical assistance related to growth management for governments within its jurisdiction; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of public functions, and interlocal agreements are exempt from purchasing policy restrictions; and

WHEREAS, Village Administration recommended executing an Interlocal Agreement for Planning and Urban Design Services with TCRPC to perform the desired services; and

WHEREAS, the Village Council determines that the execution of an Interlocal Agreement with TCRPC is in the interests of the public health, safety and welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, as follows:

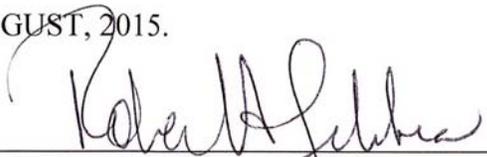
Section 1. The foregoing recitals are ratified and are incorporated herein.

Section 2. The Village Council hereby approves an Interlocal Agreement for Planning and Urban Design Services with the Treasure Coast Regional Planning Council, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village. The total amount of compensation paid to TCRPC shall not exceed \$243,300.00 with funds expended from Account No. A5206-33190 (Community Planning – Professional Services).

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS 13TH DAY OF AUGUST, 2015.

(Village Seal)



MAYOR

ATTEST:



VILLAGE CLERK

**INTERLOCAL AGREEMENT FOR PLANNING AND URBAN DESIGN SERVICES
BY AND BETWEEN
THE TREASURE COAST REGIONAL PLANNING COUNCIL
AND THE VILLAGE OF NORTH PALM BEACH**

THIS INTERLOCAL AGREEMENT FOR PLANNING AND URBAN DESIGN SERVICES, is made and entered on this 19 day of August, 2015, effective upon execution by both parties, by and between the Village of North Palm Beach, a municipal corporation organized and existing under the laws of the State of Florida with offices located at 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "VILLAGE") and the Treasure Coast Regional Planning Council, a Florida not for profit organization created by interlocal agreement among Indian River, St. Lucie, Martin, and Palm Beach counties, pursuant to Sections 186.501 – 186.513, *Florida Statutes*, with offices located at 421 SW Camden Avenue, Stuart, Florida 34994 (hereinafter "TCRPC").

WHEREAS, the VILLAGE is in need of planning and urban design services, specifically, the development of a master plan for future infill development and redevelopment within its municipal boundaries as well as a community-based vision for economic growth, including, but not limited to, an analysis of the U.S. Highway One corridor; and

WHEREAS, TCRPC was created for the purpose of providing planning and technical assistance related to growth management for the governments within its jurisdiction, including the VILLAGE, and is uniquely qualified to provide the VILLAGE with the planning and urban design services it seeks; and

WHEREAS, Part I of Chapter 163, *Florida Statutes*, permits public agencies to enter into interlocal agreements for the performance of service functions of public agencies; and

WHEREAS, the VILLAGE and TCRPC wish to enter into this Interlocal Agreement whereby TCRPC will provide the VILLAGE with the desired planning and urban design services in accordance with the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. **Recitals:**

The above recitals are ratified as true and correct and are hereby incorporated herein by reference.

2. **Scope of Services:**

A. TCRPC shall provide the VILLAGE with the services outlined in the Economic Development and Urban Design Charette and Master Plan Scope of Services dated August 5, 2015, attached hereto and incorporated herein by reference as Exhibit "A."

B. TCRPC agrees, warrants, covenants, and represents that it will perform all services contemplated by this Agreement to that degree of care and skill ordinarily exercised, under similar

circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

C. The parties hereto agree that time is of the essence, and TCRPC agrees to provide the services provided for by this Agreement in accordance with the timeline set forth in the Scope of Services.

3. **Compensation:**

The total compensation to be paid by the VILLAGE to TCRPC for all work contemplated by this Agreement shall not exceed Two Hundred Forty-Three Thousand Three Hundred Dollars and No Cents (\$243,300.00). The amount of the compensation to be paid by the VILLAGE may be reduced by funding provided by other agencies; however, no such reduction is assured. The VILLAGE's fee disbursement to TCRPC shall be as set forth in Exhibit "A."

4. **Term:**

It is contemplated that all services to be rendered by TCRPC pursuant to Exhibit "A" shall be completed one (1) year from the commencement of work. It is understood and agreed by the VILLAGE that this schedule is dependent upon the provision of all required information and comments in a timely manner. All specific information that is required to be provided by the VILLAGE to TCRPC is set forth in Exhibit "A."

5. **Termination:**

This Agreement shall automatically terminate upon the provision of all services and deliverables contemplated by Exhibit "A," and acceptance of same by the VILLAGE. Additionally, this Agreement may be terminated by either party, for any or no reason, upon thirty (30) days' prior written notice to the other party. Upon receipt of a termination notice from the VILLAGE, TCRPC shall immediately cease performing any additional services. The VILLAGE shall pay TCRPC for all services satisfactorily performed and all deliverables received through the date TCRPC receives the termination notice.

6. **Waiver:**

A waiver by either the VILLAGE or TCRPC of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.

7. **Severability:**

The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the agreement shall be construed and

enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

8. Indemnification:

The VILLAGE shall indemnify, defend, and hold harmless TCRPC against any actions, claims, or damages arising out of the VILLAGE's negligence in connection with this Agreement, to the extent permitted by law. TCRPC shall indemnify, defend, and hold harmless the VILLAGE against any actions, claims, or damages arising out of TCRPC's negligence in connection with this Agreement, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity for any party beyond the limits set forth in Section 768.28, *Florida Statutes*.

9. Applicable Law/Venue:

This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this agreement, venue shall lie exclusively in Palm Beach County, Florida.

10. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

To the VILLAGE:

Village of North Palm Beach,
501 U.S. Highway One
North Palm Beach, FL 33408
Attention: James P. Kelly, Village Manager

To TCRPC:

Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, Florida 34994
Attention: Michael Busha, Executive Director

Notices shall be effective when sent to the addresses as specified above and as provided herein. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party.

11. Binding Effect:

This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.

12. **Agreement Drafting:**

This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

13. **Amendments:**

This Agreement may not be modified or amended unless such modifications or amendments are evidenced in writing, signed by both the VILLAGE and TCRPC. Such modifications shall be in the form of a written amendment executed by both parties with the same formality as this Agreement is executed

14. **Office of Inspector General:**

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the VILLAGE shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the VILLAGE, as well as contractors and lobbyists of the VILLAGE in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

15. **Public Records:**

In accordance with Sec. 119.0701, *Florida Statutes*, TCRPC must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Scope of Services. Upon request, TCRPC must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, TCRPC shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Scope of Services are not disclosed except as authorized by law. Finally, TCRPC shall retain the records described in this paragraph throughout the performance of the work described in the Scope of Services, and at the conclusion of said work, transfer to the VILLAGE, at no cost to the VILLAGE, all such records in the possession of TCRPC and destroy any duplicates thereof. Records that are stored electronically must be transferred to the VILLAGE in a format that is compatible with the VILLAGE'S information technology systems.

16. **Conflicts of Interest:**

This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of the VILLAGE, the Palm Beach County Code of Ethics and Ch. 112, Part III, *Florida Statutes*. During the term of this Agreement and any renewals or extensions thereof, TCRPC shall continue to disclose to the VILLAGE any possible conflicts of interests. TCRPC'S duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of the VILLAGE.

17. **Entire Agreement:**

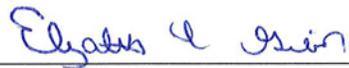
The VILLAGE and TCRPC agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between the VILLAGE and TCRPC pertaining to this Agreement, whether written or oral.

18. **Filing:**

This Interlocal Agreement shall be signed in triplicate and filed for record with the Clerk of the Circuit Court of Palm Beach County in accordance with Section 163.01, *Florida Statutes*.

IN WITNESS WHEREOF, the VILLAGE and TCRPC have executed this agreement all as of the day and year first above written.

WITNESSED BY:



Print Name:



Print Name:

**TREASURE COAST REGIONAL
PLANNING COUNCIL**

By: 

Michael Busha, Executive Director

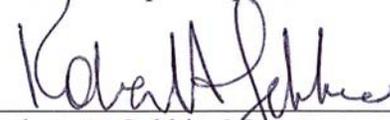
Date: 8/19/15

ATTEST:

By: 

Melissa Teal, Village Clerk

VILLAGE OF NORTH PALM BEACH,
a Florida municipal corporation

By: 

Robert A. Gebbia, Mayor

Date: 8/13/15

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 

Village Attorney

VILLAGE OF NORTH PALM BEACH
ECONOMIC DEVELOPMENT AND URBAN DESIGN CHARRETTE & MASTER PLAN
SCOPE OF SERVICES
AUGUST 5, 2015

PROJECT DESCRIPTION

The Village of North Palm Beach (Village), in collaboration with the Palm Beach Metropolitan Planning Organization (MPO), seeks to study and implement ways to improve mobility, quality of life, and economic vitality of the Village. In its FY 2016 Council Goals and Objectives, the Village has articulated Goal 5 which states, “Develop a master plan for economic development in our business districts and community development in our neighborhoods.” Specifics of this Goal include holding a public charrette, review of the Village Comprehensive Plan and Land Development Regulations, preparation of a market study and economic strategies, develop a master plan with specific recommendations and renderings, and complete the plan by FY 2016.

The Treasure Coast Regional Planning Council (TCRPC) has been requested to prepare a scope of services to assist the Village in coordinating a meaningful public involvement process and conduct an economic development and urban design charrette to assist the Village in accomplishing its goals.

The project area for the Village of North Palm Beach Master Plan is focused on, but not limited to, the Village of North Palm Beach municipal boundaries, the US 1 and Northlake Boulevard corridors, and any areas outside the Village where additional analysis would benefit the master planning efforts.

The key elements of the TCRPC Economic Development and Urban Design Charrette shall include:

- The creation of a physical master plan for the Village which considers infill and redevelopment opportunities;
- A review of the land use and development regulations in order to recommend improvements and ways to incent desired redevelopment and business creation;
- The development of a Market Overview which reviews existing market conditions, demographics, and analyzes key market trends within the Village and relevant areas within the region;
- A detailed assessment of the current and future vehicular volumes on US 1 and potential application for the Florida Department of Transportation’s Lane Elimination Process;
- A community-based vision for desirable economic and redevelopment growth for the Village of North Palm Beach.

- Coordination with all relevant agencies, including but not limited to the Palm Beach Metropolitan Planning Organization, Florida Department of Transportation (FDOT) District IV, Palm Beach County, and adjacent municipalities.

SCOPE OF SERVICES

I. Project Coordination

Project Meetings

TCRPC will facilitate all project coordination meetings needed for project development and as requested by the Village. The initial meetings will ensure clarity and consistency among all team members of the project mission and goals. TCRPC will also encourage other agency meetings including:

Village staff;
Palm Beach MPO staff;
Palm Beach County and adjacent municipal staff; and
FDOT District IV staff.

TCRPC anticipates periodic project meetings to occur throughout the project's development and submittals of the master plan.

To address the project parameters as identified by the Village, TCRPC will assemble a Project Team that includes the following disciplines: economic and market analysis, retail/development and marketing, economic development, traffic engineering, urban design, architecture, planning, redevelopment, and policy analysis. TCRPC will manage all sub-consultants as part of this work effort, and all sub-consulting fees are included in the estimated fees presented in this scope.

Expected timeline for the Project Coordination phase is September 2015 through July 2016.

II. Due Diligence

Base Documentation

TCRPC will begin developing, with assistance from the Village, Palm Beach County and other agencies, necessary base documentation for the project, which shall include: GIS databases, aerial photography, ownership maps, residential and non-residential intensity maps, utilities, and other data as appropriate.

Data Collection

TCRPC will begin, with assistance from the Village, Palm Beach County and other agencies, assembling data pertinent to the project to include: previous and current economic development, redevelopment, and planning studies and activity within the study area; historical and cultural information; business and economic profiles; regulatory documents for the Village, Palm Beach County, Palm Beach MPO, and other agencies as appropriate.

Field Work

TCRPC will conduct field work and site visits to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with Village representatives to tour specific areas to gain a greater understanding of particular issues.

Regulatory Review

TCRPC will provide a review and assessment of the Village's Comprehensive Plan and Land Development Regulations. TCRPC understands the Village is currently reorganizing its Land Development Regulations and will coordinate with staff as recommendations are developed. This review will provide insight into potential future recommendations and give the team an understanding of the current regulatory climate in these areas.

Preliminary US1 Traffic Analysis

TCRPC will evaluate existing and projected traffic conditions related to the US1 Corridor to determine various alternatives for the corridor's configuration. This analysis will include evaluation of traffic volumes, intersections, and bicycle/pedestrian amenities. If desired by the Village, this analysis will be integrated into a Lane Elimination Process for the potential reconfiguration of the roadway.

Market Overview and Economic Development Analysis

The economic analysis for the Village of North Palm Beach Economic Development and Urban Design Master Plan is intended to focus on those "building blocks" that will guide the Village in prioritizing future redevelopment decisions and asset allocation. In short, the five key components of the economic analysis will include:

- Demographic & Economic Profile
- Real Estate Market Conditions
- Economic Development Potentials
- Target Industry Analysis Update
- Measuring Economic Impacts of the Plan

Expected timeline for Due Diligence phase is September 2015 through November 2015.

III. Pre-Charrette Phase

Creation of Charrette Host Committee

TCRPC will, with the assistance of the Village staff and elected officials, assemble a Charrette Host Committee, which is essential for successful charrette and pre-charrette planning logistics (e.g., meeting/charrette venues, notification, public outreach). The committee will be comprised of approximately ten residents, business owners, community leaders, and similar local representatives. Host Committee members are also encouraged to participate in the public charrette activities. TCRPC will schedule four-to-six Host Committee meetings prior to the charrette process.

Public Outreach Efforts

There will be coordinated public outreach efforts during the pre-charrette period to engender public interest and a sense of authorship in the process. The public outreach efforts will continue, periodically, throughout the development of the North Palm Beach Community Master Plan.

Stakeholder Interviews

TCRPC, with members of the consultant team, will conduct between 20-30 individual stakeholder interviews. The interviews will include elected officials, local property and business owners, public officials, and other members of the community as recommended by the Village. The interviews will be conducted at a location in the Village and will be scheduled by TCRPC in coordination with Village staff.

Expected timeline for Pre-Charrette phase is October 2015 through November 2015.

IV. Public Design Charrette

In order to address the unique characteristics in the Village of North Palm Beach and to provide adequate public involvement and engagement, TCRPC will conduct a week-long, on-site, public design charrette. The charrette will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The TCRPC team will establish an on-site “studio” where the team will work for the entire charrette week. The following is a detailed description of the charrette process.

Saturday Public Design Workshop

The public design workshop will be held on a Saturday morning in an easy-to-find, well-known location within the Village suitable for group gatherings and power point presentations. TCRPC staff will work closely with the Village and Host Committee to best estimate projected attendance at the workshop in order to provide enough space and refreshments. The workshop space will be organized around 8-10

banquet tables (that accommodate 8-10 people each) with ample space for ease of movement around the tables. TCRPC will provide a team of architects and urban designers (10-12) who will serve as facilitators at each table. Their role will be to assist the participants in recording their ideas on paper. The workshop and presentations will be videoed and photographed. The agenda for the Saturday workshop is as follows:

1. Greetings and opening presentation

- a. Council staff to deliver a power point presentation on the workshop purpose, initial reconnaissance findings, and expectations of the day;
- b. Coffee, water, and refreshments to be provided.

2. Table sessions

- a. After the opening presentation, each table of participants will be asked to develop a map/drawing/list of their ideas and desires as related to the workshop program and study area. Each table will be provided with a detailed base map on which to develop their ideas;
- b. Each table participant will sign their name on the document, and one member from the table (not a facilitator) will be selected by the group to present their ideas after lunch;
- c. The TCRPC design team will work with each table to discuss and articulate their ideas. The design team will have been briefed on the area/regional findings beforehand.
- d. Table sessions will last for 2-3 hours, until lunch is provided.

3. Lunch

- a. Lunch and beverages will be provided to the workshop location;
- b. Typically teams will work through lunch if necessary.

4. Table Presentations

- a. Each table will be asked to pin-up and present their ideas to the rest of the group via their selected presenter;
- b. All workshop participants are asked to listen to each table presentation and provide comments and questions after each presentation;
- c. The table presentations are a very valuable tool in getting community members to see consensus in seemingly disparate ideas.

5. Wrap-up

- a. After the table presentations and all questions have been addressed, TCRPC staff will conclude by outlining the next steps for the process;
- b. During the conclusion of the public design workshop, TCRPC staff will give clear instructions for the location of the public design studio and invite all to visit the studio during the following charrette week.

Charrette Design Studio

The charrette design studio is a workspace within the study area where the team will develop the ideas and solutions to issues discussed during the public design workshop. The team will work in the studio from Sunday until Friday evening when the Work-in-Progress presentation will be delivered. The studio will typically be open to the public from 9:30 am until usually 9:00 pm (with breaks for lunch and dinner). This open studio environment is a critical component of the public outreach process for developing the North Palm Beach Community Master Plan. Individuals who may have missed the Saturday session, or who have more to discuss, can come to the studio at their leisure. Experience has shown that providing this open working environment is greatly appreciated by the public who attend. Often community issues or concerns are revealed and addressed in the studio while working with the citizens.

Work-in-Progress Presentation

On the Friday at the end of the charrette week, the team will provide a Work-in-Progress presentation. This presentation will identify the issues raised the previous Saturday and chronicle how those issues were addressed throughout the week. This will be the first comprehensive look at the developing Village master plan. The presentation will be open to the public, there will be time for questions and answers, and it will be centrally located (possibly at City Hall).

Deliverables

Specific deliverables will include:

1. Complete the week-long, on-site, public design charrette;
2. Deliver the charrette work-in-progress presentation;
3. Finalize Market Overview and Economic Development Analysis;
4. Finalize Preliminary US1 Traffic Analysis and Potential Design Alternatives
5. Kick-off meeting with FDOT for US 1 Lane Elimination (if warranted).

Expected timeline for Charrette phase is November 2015.

V. Post-Charrette Phase

Develop DRAFT Community Master Plan

Ten to twelve weeks after the Work-in-Progress presentation, TCRPC will deliver the first draft of the Village of North Palm Beach Community Master Plan report. This document will consolidate and fully describe the master plan processes including the charrette, public input, and public involvement, and it will highlight all recommendations in considerable detail. All data and analysis developed during the process (including but not limited to the Market Overview and Economic Development analysis, traffic analyses, public design plans, and engineering analyses) will be incorporated into the document. All of

the various “special projects” identified during the process will be addressed and prioritized in the Implementation section of the report. The Implementation chapter will identify and prioritize (by time and necessity) the necessary steps to bring the Village of North Palm Beach Community Master Plan to fruition.

Submit Final Community Master Plan

The first draft of the Community Master Plan document will be delivered, in hard copy format (up to 15 copies total), to the Village for their review. A review period of four weeks will be provided to allow for review of the document and submittal of revisions to TCRPC. Once the final revisions are incorporated, TCRPC will deliver the final Community Master Plan document to the Village in hard copy (up to 10 copies) and in digital pdf format. Additional hard copies will be made available for the cost of reproduction and administrative time.

Deliverables

Specific deliverables will include:

1. Develop Community Master Plan;
2. Deliver DRAFT Community Master Plan for review;
3. Revise and submit Community Master Plan; and
4. Submit Draft Report to FDOT for Lane Elimination Process (if warranted).

Expected timeline for Post-Charrette phase is December 2015 through May 2016.

VI. Project Approvals and Meetings

Additional Meetings

TCRPC will attend as many staff-level meetings as necessary to ensure the Community Master Plan process is a successful endeavor. TCRPC will provide up to two neighborhood/community presentations (in addition to the public design workshop process outlined above). TCRPC and the design team will be available to make presentations to the Village and other project partners upon request.

Project Approval Hearings

TCRPC will attend up to three public hearings for the adoption of the North Palm Beach Community Master Plan.

Expected timeline for Project Approvals phase is May 2016 through July 2016.

VII. Project Deliverables

1. TCRPC shall provide the Village with the following deliverables as final work products:
 - a. Study Area Map and Boundary Confirmation;
 - b. Facilitation of Project Host Committee and Conduct Interview Process;
 - c. Coordinated Review and Assessment of Comprehensive Plan and Land Development Regulations as related to Master Plan recommendations;
 - d. Existing and Future Land Use Assessment;
 - e. Existing and Future Transit Stop and Mobility Options Assessment, including bicycle, pedestrian, and potential water taxi circulation;
 - f. Development of Alternative Thoroughfare Sections for US 1;
 - g. Neighborhood and Community Assets Assessment;
 - h. Market Overview and Economic Development Study;
 - i. Urban Design Charrette
 - i. Conceptual master plan (1) for the study area, rendered in color at an appropriate scale and suitable for publication.
 - ii. Perspective sketches or diagrams (as many as needed) illustrating significant plan features or explaining design ideas consistent with the respective plan. Each sketch or diagram will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - iii. Street Sections: (as many as needed) illustrating in diagrammatic form the relationships among the various elements within, and adjacent to the right of way. Each section will be rendered in color or black and white, at an appropriate size, and suitable for publication.
 - iv. PowerPoint Presentations: All presentations (kick-off, work-in-progress, final) will be available in PowerPoint format immediately after they are presented. The presentation of work-in-progress will contain initial draft recommendations and will be available on Friday evening, at the conclusion of the work-in-progress presentation.
 - j. Engineering Report for Lane Elimination Process (if warranted);

k. Project Report

- i. The final Community Master Plan (booklet) will summarize items a through j (above) and include a project narrative and conceptual design ideas and analysis based upon community and professional input. The master plan will include market analyses and provide realistic redevelopment expectations to be aligned with Village priorities. Priority items, and their methods for their implementation, will be discussed in detail. The implementation recommendations will include conceptual design ideas, to-scale, that test initiatives recommended through the process. The master plan will also summarize the findings of all traffic analyses and studies developed during the master-planning process.
- ii. Three color copies and one electronic copy (PDF format) of the draft Community Master Plan will be provided to the Village staff for distribution. Three color copies and one electronic copy (PDF format) of the final Community Master Plan will be provided to the Village staff for distribution. The master plan shall be in color and suitable for publication and reproduction. The master plan shall be available ten to twelve weeks after the charrette and workshops.
- iii. TCRPC will deliver work-in-progress reports and presentations and final reports and presentations to all requisite agencies and local governments upon request.

NOTE: Any changes to municipal comprehensive plan(s), Land Development Regulations, CRA redevelopment plan(s), or any other policies necessary for the implementation of the Community Master Plan are not part of this contract.

2. **Format of Deliverables:** TCRPC shall provide the Village final work products in the following format:
 - a. TCRPC shall print written documents on paper, as appropriate, and shall also provide a digital copy of such documents in an appropriate format (InDesign or pdf).
 - b. TCRPC shall provide graphic documents, including drawings, diagrams, maps, perspective renderings, or other comparable materials as requested in a digital format suitable for reproduction. Individual printed copies will also be available at the cost of reproduction.
 - c. TCRPC shall provide the Village with a digital copy of all the PowerPoint presentations used for this project.
 - d. The Village may request additional copies of deliverables upon payment to TCRPC of the actual reproduction cost.

VIII. Fees and Reimbursable Expenses

- 1. Fees:** The total fee for North Palm Beach Community Master Plan, as described in the scope above, shall be **\$243,300** (two-hundred forty-three thousand, three-hundred dollars). Funding for this effort will come from the Village of North Palm Beach with potential assistance from the Palm Beach MPO. The total fee includes travel, out of pocket expenses (printing and reproduction costs) film processing, mail, couriers, and other costs related to the professional services to be provided, including all sub-consultant costs.
- 2. Payment Schedule:** The fee payments to TCRPC shall be according to the following schedule:
 - **15% (\$36,495)** of the professional fees due upon execution of this agreement.
 - **50% (\$121,650)** of the professional fees due upon completion of the North Palm Beach Charrette.
 - **25% (\$60,825)** of the professional fees due upon submittal of draft Community Master Plan and findings.
 - **10% (\$24,330)** of the professional fees due upon submittal of final, revised Community Master Plan.

IX. Anticipated Timeline

SEPTEMBER – OCTOBER 2015:

Sign contract and begin Due Diligence and Pre-Charrette work and analysis.

NOVEMBER 2015:

Conduct seven-day North Palm Beach Charrette.

MARCH 2016:

Deliver DRAFT of completed Community Master Plan, findings, and recommendations

MAY 2016:

Deliver FINAL completed Community Master Plan, findings, and recommendations

JUNE/JULY 2016:

Master Plan Approval Hearings