

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members

AGENDA ITEM 11

From: Staff

Date: February 17, 2017 Council Meeting

Subject: Village of Palm Springs Agreement for Professional Services Relating to Findings of Necessity and a Community Redevelopment Agency Plan

Introduction

The purpose of this item is to request Council approval to execute a new Agreement with the Village of Palm Springs (Village) relating to the establishment of a Community Redevelopment Agency (CRA), including the development of up to three Findings of Necessity and a Community Redevelopment Plan.

Overview and Analysis

Redevelopment within existing communities is often viewed as the most efficient form of development, as it maximizes the utilization of existing infrastructure, helps improve traffic patterns, enables the delivery of affordable housing, and helps improve sustainable land use patterns. However, in many communities, those areas with the greatest need for redevelopment contain economic, physical, and environmental challenges that prevent them from being successful. Florida Statutes acknowledge this inherent conflict and provide local governments the ability to identify these areas and establish community redevelopment agencies to facilitate their redevelopment.

Located in central Palm Beach County, the Village of Palm Springs has identified several areas in need of evaluation and remedies for redevelopment within its community. These areas were previously identified by Palm Beach County in the “Heart of Palm Beach County” study as deteriorating and in need of a focused redevelopment approach. The Village has requested Council provide professional services for: 1) the development of up to three “Finding of Necessity” reports, which are statutorily-defined analyses of areas to determine their conditions and eligibility for community redevelopment, and 2) the development of a Community Redevelopment Plan, addressing up to three sub-districts as determined through the Finding of Necessity analyses (see Attachment). Work on this effort would begin in early 2017, with an estimated nine-month schedule for completion.

Conclusion

Improving land use patterns through infill development and redevelopment facilitates efficient use of infrastructure, reduces transportation impacts, and enhances quality of life by co-locating jobs, housing, and destinations in urban areas. The Village of Palm Springs community

redevelopment program would accomplish these outcomes and provide for a more balanced land use pattern in the Region, helping implement the Strategic Regional Policy Plan.

Recommendation

Council should authorize the Executive Director to execute the interlocal agreement on behalf of Council.

Attachment

**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF PALM SPRINGS
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

This Interlocal Agreement is entered in this ____ day of _____ 2017 by and between the Village of Palm Springs (herein referred to as “Village”) and Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

Whereas, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969, “authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities and public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the need and development of local communities; and

Whereas, Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

Whereas, the Village’s Purchasing Code (Sec. 58-2. Exempt purchases.) provides for certain purchases when they are included within the adopted annual budget are exempt from the competitive selection purchase requirements; and

Whereas, Sec. 58-2. Exempt purchases. (27) provides that goods and/or services provided by governmental agencies are exempt from competitive selection; and

Whereas, the Council is permitted to provide this service to the Village under Sec. 58-2. as they are established by the state of Florida and are considered a governmental agency in accordance with state law; and

Whereas, funding for the proposed establishment of up to three (3) community redevelopment districts/agencies is included within the Village’s adopted Fiscal Year 2017 Annual Budget; and

Whereas, the Village Council has identified districts within the Village for which focused redevelopment efforts are needed; and

Whereas, Part III of Chapter 163, Florida Statutes, provides local governments the ability to establish community redevelopment agencies to address areas in need of redevelopment; and

Whereas, Part III of Chapter 163, Florida Statutes requires local governments adopt a “Finding of Necessity” and a “Community Redevelopment Agency (CRA) Plan” to establish a community redevelopment agency; and

Whereas, the Village and Council desire to enter into an agreement to facilitate the development of one or more Finding of Necessity Reports and a CRA Plan for the establishment of a CRA;

Now, Therefore, in consideration of the mutual covenants, promises and representations herein, the parties hereto agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to contract with the Council to assist the Village in the establishment of a CRA and adoption of a CRA Plan.
- B. The Village and Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the Scope of Work and schedule contained in Attachment A unless terminated earlier in accordance with Section 4 of this Agreement.
- B. The Council shall fully perform the obligations, as specified by the Village, under the Scope of Work contained in Attachment A of this Agreement to the satisfaction of the Village.
- C. Both the Village and Council agree to be governed by applicable State and Federal laws, rules and regulations.
- D. Modifications of this Agreement may be requested by any party. Changes, which are mutually agreed upon, shall be valid only when reduced to writing, duly signed by each party and attached to the original Agreement.
- E. The Village agrees to:
 - 1. Provide all available files, data, maps, and information as requested by the Council.
 - 2. Provide all necessary ordinances and resolutions required for adoption of the CRA Plan and establishment of a CRA.
 - 3. Provide all necessary public notice as required by Florida Statutes.
 - 4. Provide venues for all public workshops and meetings.
 - 5. Process all requests for reimbursement in a timely manner

SECTION 3. RECORD KEEPING

- A. All records submitted by the Council shall be kept for three years after the termination of this Agreement and shall be sufficient and complete to verify compliance with the requirements of this Agreement.
- B. The Council shall allow access to its records during normal business hours and upon reasonable advance requests of the Village, its employees and agents.

SECTION 4. TERMINATION

This Agreement may be terminated for convenience by either party on 30 days written notice. The Village shall be obligated to pay Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 5. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement will be held in the State of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 6. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

SECTION 7. SEVERABILITY

Should any provision of this Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part of the Interlocal Agreement.

SECTION 8. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the parties. This Agreement may be modified and amended only by written instrument executed by parties hereto.

SECTION 9. NOTICE AND CONTACT

All notices provided under or pursuant to the Agreement shall be in writing, delivered either by hand, overnight express mail, or by first class, certified mail, return receipt requested, to the representatives identified below at the address set forth below:

For the Village:

Richard Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

For The Council:

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

SECTION 10. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the number of CRA districts the Village of Palm Springs authorizes advancing under this agreement. As consideration for performance of work rendered under this Agreement, the Village agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment A, as selected by the Village, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), film processing, mail, couriers and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, as accepted by the Village, shall be considered the Council's request for payment according to the schedule contained in Attachment A.

SECTION 11. INVALIDITY OF CLAUSES

The validity of any portion, article, section, paragraph, provision, clause, or any portion thereof of the Agreement shall have no effect upon the validity of any other part or portion hereof.

SECTION 12. VENUE

To the extent allowed by law, the venue for any action arising from this Agreement shall be in Palm Beach County, Florida.

SECTION 13. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective parties, however, this clause pertains only to the parties to this Agreement.

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Village or the Council.

SECTION 15. FILING

This Agreement and any subsequent amendments thereto shall be filed with the Clerk of the Circuit Court of Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

SECTION 16. EQUAL OPPORTUNITY PROVISION

The Village and the Council agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out by the performance of the Agreement.

SECTION 17. EFFECTIVE DATE

This Agreement shall become effective upon its approval by the Village Council and the Treasure Coast Regional Planning Council, the due execution thereof by the proper officer of the Regional Planning Council, the Village and the filing of a certified copy hereof with the Clerk of the Circuit Court of Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

ATTEST:

By: _____
Susan Caljean
Village Clerk

Village of Palm Springs

By: _____
Name: Bev Smith
Title: Mayor

Approved as to form:

By: _____
Glen Torcivia
Village Attorney

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: _____
Michael J. Busha, AICP
As its Executive Director

ATTACHMENT A

SCOPE OF WORK

FOR FINDING OF NECESSITY REPORTS, A COMMUNITY REDEVELOPMENT AGENCY PLAN, AND COORDINATION WITH PALM BEACH COUNTY FOR THE ESTABLISHMENT OF A PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY

FEBRUARY 9, 2017

PROJECT DESCRIPTION:

The Village of Palm Springs (Village) seeks to: (1) evaluate up to three redevelopment study areas to develop three Findings of Necessity (FON) reports; (2) determine potential capital improvements needs and costs, and potential tax increment financing (TIF) yields; (3) develop a Community Redevelopment Agency (CRA) Plan for up to three sub-areas; and (4) with the support of the Palm Beach County Board of County Commissioners (PBC BOCC) through an Interlocal Agreement, establish a Palm Springs CRA in compliance with Chapter 163, Part III, Florida Statutes (F.S.). The Treasure Coast Regional Planning Council (TCRPC) has been requested to prepare a Scope of Work to assist the Village in completing these work products.

The redevelopment study areas, as identified by the Village, are generally located along Congress Avenue, Lake Worth Road, and Military Trail. These areas include properties fronting both sides of these corridors, including properties within the Village, the City of Greenacres, and unincorporated Palm Beach County. It is understood all activities related to annexation of properties along these corridors shall not be the responsibility of TCRPC.

The key elements of TCRPC planning services shall include:

- Determination of up to Three (3) Redevelopment Study Areas;
- Development of up to Three (3) FON Reports Supporting the Establishment of a Palm Springs CRA, in compliance with Chapter 163, Part III, F.S.;
- Presentations of Findings and Costs to Palm Beach County to Facilitate a Resolution of Support by the PBC BOCC;
- Development of a CRA Plan Addressing Conditions of Slum and Blight in compliance with Chapter 163, Part III, F.S. that shall include up to three (3) CRA sub-areas;
- Presentations of the CRA Plan to Palm Beach County to facilitate a Village of Palm Springs/Palm Beach County Interlocal Agreement Supporting the Establishment of a Palm Springs CRA and Tax Increment Financing;

- Meeting Facilitation with the Palm Beach County Property Appraiser’s Office, Palm Beach County, and Other Relevant Public Agencies to Identify Opportunities Advancing the Village of Palm Springs’ Redevelopment Interests; and
- Presentation Assistance Related to the Village of Palm Springs Council and Local Planning Agency as Necessary to Support the Establishment of the Palm Springs CRA.

SCOPE OF WORK

I. Project Coordination

Project Meetings

TCRPC will facilitate all project coordination meetings as specified in the Scope of Work for the development of all project-related work products and as requested by the Village. Expected timeline for the Project Coordination phase is through the completion of all Work Tasks, anticipated to occur over a 9-month period after the issuance of a Notice to Proceed by the Village. This time estimate presumes timely reviews by the Village and Palm Beach County and corresponding actions.

To address the project parameters as identified by the Village, TCRPC will assemble a Project Team that includes the following disciplines: GIS, civil engineering, urban design, architecture, and planning. 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.

II. Finding of Necessity Reports

To advance the Village’s desire to establish a CRA, a FON analysis must be conducted per Chapter 163, Part III, Florida Statutes that includes all properties to be included within a CRA boundary to determine the presence and extent of slum and blighted conditions within the area with respect to Chapter 163, Part III, Florida Statutes. This analysis is included in a FON Report, which will be developed to support the establishment of a Palm Springs CRA. The Village has preliminarily identified three sub-areas, generally located along Congress Avenue, Lake Worth Road, and Military Trail. This section provides options for the Village to advance the development of FON Reports, with a scope of work for each sub-area individually as well as a scope of work for the completion of all three FON Reports simultaneously.

II (A). Finding of Necessity Report - Congress Avenue Corridor Sub-Area

In coordination with the Village and in compliance with Chapter 163, Part III, Florida Statutes, TCRPC will develop a FON Report for the Congress Avenue Corridor Sub-Area. The purpose of the FON Report will be to support the establishment of a Palm Springs CRA for the (Congress Avenue Corridor Sub-Area).

Work Tasks

1. Facilitate Village Staff Meeting #1 to confirm boundaries of the redevelopment study area, identify existing conditions, status of infrastructure, development activity, and timeframe for necessary actions. Village staff to assemble and provide slum and blight evaluation data per statute (e.g., code violations, building violations, police/fire activity, infrastructure).
2. Facilitate meeting with Palm Beach County Property Appraiser to confirm all necessary parcel data for all parcels within the identified redevelopment study area, acquire parcel data, and develop GIS base maps for redevelopment study area.
3. Evaluate parcels within the redevelopment study area in compliance with Florida Statutes to include Section 163, Part III, F.S., .335 (Findings and Declarations of Necessity), .340 (Definitions), .355 (Finding of Necessity by County or Municipality), and .360 (Community Redevelopment Plans) for findings of Slum and Blight per statute.
4. Generate statistical and GIS map analysis comparing conditions within the redevelopment study area to conditions as they exist throughout the Village of Palm Springs and Palm Beach County as appropriate.
5. Facilitate Village Staff Meeting #2 to review preliminary FON outline.
6. Receive and address comments by Village staff.
7. Develop and transmit draft FON Report to Village staff.
8. Provide Village Council Presentation #1 to present draft FON Report and anticipated schedule to establish Palm Springs CRA (Congress Avenue Corridor Sub-Area).
9. Facilitate PBC Staff Meeting #1 to review the Village's desire to establish a CRA, draft FON report and anticipated schedule for establishment of Palm Springs CRA (Congress Avenue Corridor Sub-Area).
10. Receive and address comments by Village, PBC commissioners and staff, and taxing authorities.
11. Develop and transmit final FON report to Village staff incorporating edits as authorized by Village staff.
12. Facilitate Village Staff Meeting #3 to review final FON report and presentation materials.
13. Transmit final FON report to Village staff.
14. Provide Village LPA Presentation #1 for presentation of final FON report.
15. Provide in Village Council Presentation #2 for presentation of final FON report.

Deliverables and Timeline

DELIVERABLE	FORMAT	ANTICIPATED TIMELINE
Draft FON Report (Congress Avenue Corridor)	Two electronic copies, MS Word & PDF formats	Month 3
Power point presentation of Draft FON Report	One electronic copy, MS Power Point format	Month 3
Final FON Report (Congress Avenue Corridor)	Two electronic copies, MS Word & PDF formats	Month 4
Power point presentation of Final FON Report	One electronic copy, MS Power Point format	Month 4
<i>*Timeline presumes timely review and response by Village and PBC staff.</i>		

Fees and Reimbursable Expenses

Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$25,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of this Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$2,500
Transmittal of Draft FON Report to Village Staff	70%	\$17,500
Transmittal of Final FON Report to Village Staff	20%	\$5,000
<i>Total Cost for Task</i>	100%	\$25,000

II (B). Finding of Necessity Report - Lake Worth Road Corridor Sub-Area

In coordination with the Village and in compliance with Chapter 163, Part III, Florida Statutes, TCRPC will develop a FON Report for the Lake Worth Road Corridor to determine the presence and extent of slum and blighted conditions within the area with respect to Chapter 163, Part III, Florida Statutes. The purpose of the FON Report will be to support the establishment of a Palm Springs CRA for the Lake Worth Road Corridor Sub-Area.

Work Tasks

1. Facilitate Village Staff Meeting #1 to confirm boundaries of the redevelopment study area, identify existing conditions, status of infrastructure, development activity, and timeframe for necessary actions. Village staff to assemble and provide slum and blight evaluation data per statute (e.g., code violations, building violations, police/fire activity, infrastructure).
2. Facilitate meeting with Palm Beach County Property Appraiser to confirm all necessary parcel data for all parcels within the identified redevelopment study area, acquire parcel data, and develop GIS base maps for redevelopment study area.
3. Evaluate parcels within the redevelopment study area in compliance with Florida Statutes to include Section 163, Part III, F.S., .335 (Findings and Declarations of Necessity), .340 (Definitions), .355 (Finding of Necessity by County or Municipality), and .360 (Community Redevelopment Plans) for findings of Slum and Blight per statute.
4. Generate statistical and GIS map analysis comparing conditions within the redevelopment study area to conditions as they exist throughout the Village of Palm Springs and Palm Beach County as appropriate.
5. Facilitate Village Staff Meeting #2 to review preliminary FON outlines and TIF projections.
6. Receive and address comments by Village staff.
7. Develop and transmit draft FON Report to Village staff.
8. Provide Village Council Presentation #1 to present draft FON Report, TIF projections, and anticipated schedule to establish Palm Springs CRA (Lake Worth Road Corridor Sub-Area).
9. Facilitate PBC Staff Meeting #1 to review the Village's desire to establish a CRA, draft FON report, TIF projections, and anticipated schedule for establishment of Palm Springs CRA (Lake Worth Road Corridor Sub-Area).
10. Receive and address comments by Village, PBC commissioners and staff, and taxing authorities.
11. Develop and transmit final FON report to Village staff incorporating edits as authorized by Village staff.
12. Facilitate Village Staff Meeting #3 to review final FON report and presentation materials.
13. Transmit final FON report to Village staff.

14. Provide Village LPA Presentation #1 for presentation of final FON report.
15. Provide in Village Council Presentation #2 for presentation of final FON report.

Deliverables and Timeline

DELIVERABLE	FORMAT	ANTICIPATED TIMELINE
Draft FON Report (Lake Worth Road Corridor)	Two electronic copies, MS Word & PDF formats	Month 3
Power point presentation of Draft FON Report	One electronic copy, MS Power Point format	Month 3
Final FON Report (Lake Worth Road Corridor)	Two electronic copies, MS Word & PDF formats	Month 4
Power Point presentation of Final FON Report	One electronic copy, MS Power point format	Month 4
<i>*Timeline presumes timely review and response by Village and PBC staff.</i>		

Fees and Reimbursable Expenses

Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$25,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of the Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$2,500
Transmittal of Draft FON Report to Village Staff	70%	\$17,500
Transmittal of Final FON Report to Village Staff	20%	\$5,000
<i>Total Cost for Task</i>	100%	\$25,000

II (C). Finding of Necessity Report - Military Trail Corridor Sub-Area

In coordination with the Village and in compliance with Chapter 163, Part III, Florida Statutes, TCRPC will develop a FON Report for the Military Trail Corridor to determine the presence and extent of slum and blighted conditions within the area with respect to Chapter 163, Part III, Florida Statutes. The purpose of the FON Report will be to support the establishment of a Palm Springs CRA (Military Trail Corridor Sub-Area).

Work Tasks

1. Facilitate Village Staff Meeting #1 to confirm boundaries of the redevelopment study area, identify existing conditions, status of infrastructure, development activity, and timeframe for necessary actions. Village staff to assemble and provide slum and blight evaluation data per statute (e.g., code violations, building violations, police/fire activity, infrastructure).
2. Facilitate meeting with Palm Beach County Property Appraiser to confirm all necessary parcel data for all parcels within the identified redevelopment study area, acquire parcel data, and develop GIS base maps for redevelopment study area.
3. Evaluate parcels within the redevelopment study area in compliance with Florida Statutes to include Section 163, Part III, F.S., .335 (Findings and Declarations of Necessity), .340 (Definitions), .355 (Finding of Necessity by County or Municipality), and .360 (Community Redevelopment Plans) for findings of Slum and Blight per statute.
4. Generate statistical and GIS map analysis comparing conditions within the redevelopment study area to conditions as they exist throughout the Village of Palm Springs and Palm Beach County as appropriate.
5. Facilitate Village Staff Meeting #2 to review preliminary FON outlines and TIF projections.
6. Receive and address comments by Village staff.
7. Develop and transmit draft FON Report to Village staff.
8. Provide Village Council Presentation #1 to present draft FON Report, TIF projections, and anticipated schedule to establish Palm Springs CRA (Military Trail Corridor Sub-Area).
9. Facilitate PBC Staff Meeting #1 to review the Village's desire to establish a CRA, draft FON report, TIF projections, and anticipated schedule for establishment of Palm Springs CRA (Military Trail Corridor Sub-Area).
10. Receive and address comments by Village, PBC commissioners and staff, and taxing authorities.
11. Develop and transmit final FON report to Village staff incorporating edits as authorized by Village staff.
12. Facilitate Village Staff Meeting #3 to review final FON report and presentation materials.

13. Transmit final FON report to Village staff.
14. Provide Village LPA Presentation #1 for presentation of final FON report.
15. Provide in Village Council Presentation #2 for presentation of final FON report.

Deliverables and Timeline

DELIVERABLE	FORMAT	ANTICIPATED TIMELINE
Draft FON Report ((Military Trail Corridor)	Two electronic copies, MS Word & PDF formats	Month 3
Power point presentation of Draft FON Report	One electronic copy, MS Power Point format	Month 3
Final FON Report ((Military Trail Corridor)	Two electronic copies, MS Word & PDF formats	Month 4
Power Point presentation of Final FON Report	One electronic copy, MS Power point format	Month 4
<i>*Timeline presumes timely review and response by Village and PBC staff.</i>		

Fees and Reimbursable Expenses

Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$25,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of the Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$2,500
Transmittal of Draft FON Report to Village Staff	70%	\$17,500
Transmittal of Final FON Report to Village Staff	20%	\$5,000
<i>Total Cost for Task</i>	100%	\$25,000

II (D). Three (3) Finding of Necessity Reports – Congress Avenue Corridor, Lake Worth Road Corridor, and Military Trail Corridor Sub-Areas

This section provides options for the Village to conduct all three FON reports together at a cost savings to the Village.

Work Tasks

Work tasks to develop three (3) FON Reports for the Congress Avenue Corridor, Lake Worth Road Corridor, and Military Trail Corridor Sub-Areas will be provided as described in Sections II(A), II(B), and II(C) above.

Deliverables and Timeline

Deliverables to develop three (3) FON Reports for the Congress Avenue Corridor, Lake Worth Road Corridor, and Military Trail Corridor Sub-Areas will be provided per the timelines as described in Sections II(A), II(B), and II(C) above.

Fees and Reimbursable Expenses

If the Village chooses to advance the development of FON Reports for all three sub-areas simultaneously, including the Congress Avenue Corridor, Lake Worth Road Corridor, and Military Trail Corridor Sub-Areas, TCRPC can reduce the costs associated with this combined task due to economies of scale and economy of effort. Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$60,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of the Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$6,000
Transmittal of Draft FON Report to Village Staff	70%	\$42,000
Transmittal of Final FON Report to Village Staff	20%	\$12,000
<i>Total Cost for Task</i>	100%	\$60,000

III. Community Redevelopment Agency Plan

In coordination with the Village and in compliance with Chapter 163, Part III, F.S., TCRPC will develop a Village of Palm Springs CRA Plan encompassing up to three redevelopment study areas determined to be eligible for inclusion per the FON reports. This process will include a public workshop to obtain public input, coordination with Palm Beach County in support of an Interlocal Agreement between the Village and County to: 1) delegate redevelopment powers to the Village; and 2) establish the amount and timeframe for County contributions to the CRA's redevelopment trust fund through TIF and other County revenues as identified. This section provides options for the Village to advance the development of a CRA Plan, with a scope of work for a base plan with a single sub-area, two sub-areas, or all three sub-areas to be included in the Plan.

III (A). Community Redevelopment Agency Plan (Single Sub-Area)

In coordination with the Village and in compliance with Chapter 163, Part III, Florida Statutes, TCRPC will develop a CRA Plan encompassing a single sub-area as determined through a FON to be eligible for inclusion in a CRA. The single sub-area shall be either the Congress Avenue Corridor, Lake Worth Road Corridor, or the Military Trail Corridor Sub-Area.

Work Tasks

1. Facilitate Village Staff Meeting #4 to review land development trends and forecasts.
2. Conduct field reviews and photographic inventory of existing conditions to identify infill development opportunities, property assemblage, and redevelopment.
3. Conduct review of land development trends with Village staff, including property values, rental and vacancy rates, economic forecasts, and opportunities for infill development and redevelopment. Village staff to provide Excel spreadsheets of major development activity in prior five years.
4. Conduct up to ten stakeholder interviews with elected officials, Village staff, agency staff, property and business owners, investors, and residents to inform plans and help identify challenges and opportunities. Village staff to assist with identification of interviewees, scheduling of interviews, and providing venue for interviews.
5. Prepare and present workshop opening presentation summarizing key CRA findings and opportunities.
6. Facilitate public planning workshop to obtain public input regarding findings, challenges, and opportunities. Village to provide base maps, venue, advertising, and refreshments. TCRPC to provide materials and trained facilitators to assist in documenting public input.
7. Develop summary of public input and identify key points of consensus.

8. Develop estimates of phased capital improvements needs and costs for potential development scenarios through CRA lifespan.
9. Develop estimated potential TIF yield from potential development opportunities, phased over time, through the potential forty-year CRA lifespan.
10. Facilitate Village Staff Meeting #5 to review identified development opportunities, estimated capital improvement needs and costs, estimated TIF yields, and potential CRA programs and projects appropriate for inclusion in a Village of Palm Springs CRA Plan.
11. Receive and address comments from Village staff.
12. Provide Village Council Presentation #3 to review public input, points of consensus, non-binding illustrative concepts, potential development scenarios, estimated capital improvement needs and costs (i.e., roadways, sidewalks, utilities, stormwater, parks, landscaping, etc.), safety and code enforcement, grants, and estimated TIF yields.
13. Transmit estimated capital improvement needs and costs and estimated TIF yields to Village staff.
14. Prepare draft CRA Plan, in compliance with Chapter 163.362, F.S., with plans, projects, and implementation strategy and transmit to Village staff. Village staff to review Draft CRA Plan for compliance with Village Comprehensive Plan, provide a memorandum documenting said compliance, and review and address comments from Village staff on draft CRA Plan.
15. Facilitate PBC Staff Meeting #3 to review draft CRA Plan, cost estimates, and Village/County Interlocal Agreement to establish amounts, sources and timeframe for PBC contributions to redevelopment trust fund. Village staff to arrange meeting and provide meeting notes.
16. Assist in Village Council Presentation #4 for presentation of draft CRA plan, Village/County Interlocal Agreement, and transmittal to taxing authorities.
17. Receive and address comments by Village, PBC staff and taxing authorities.
18. Prepare final CRA Plan incorporating requested edits as authorized by Village staff and transmit to Village staff.
19. Assist in Village LPA Presentation #2 for presentation of final CRA plan and determination of compliance with Village Comprehensive Plan.
20. Assist in Village Council Presentation #5 for presentation of final CRA plan and Village/PBC Interlocal Agreement.

21. Assist in PBC BOCC Presentation #2 for presentation of final CRA plan and Village/PBC Interlocal Agreement.

Deliverables and Timeline

DELIVERABLE	FORMAT	ANTICIPATED TIMELINE*
Public Workshop Presentation	One electronic copy, MS Power Point format	Month 4
Public Workshop Summary	Two electronic copies, MS Word & PDF formats	Month 5
Draft CRA Plan	Two electronic copies, MS Word & PDF formats	Month 6
Draft CRA Plan Presentation	One electronic copy, MS Power Point format	Month 7
Final CRA Plan	Two electronic copies, MS Word & PDF formats	Month 8
Final CRA Plan Presentation	Two electronic copies, MS Power Point & PDF formats	Month 9
<i>*Timeline presumes timely review and response by Village and PBC staff.</i>		

Fees and Reimbursable Expenses

Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$55,000. This includes travel, out of pocket expenses, printing and reproduction costs, mail, couriers, and other costs related to the professional services Council is providing, including production of all plans, maps and products; provision of subconsultant services (e.g., urban design, architecture, and planning). Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of the Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$5,500
Transmittal of Draft CRA Plan	70%	\$38,500
Transmittal of Final CRA Plan	20%	\$11,000
<i>Total Cost for Task</i>	100%	\$55,000

III (B). Community Redevelopment Agency Plan (Two Sub-Areas)

In coordination with the Village and in compliance with Chapter 163, Part III, Florida Statutes, TCRPC will develop a CRA Plan encompassing two (2) sub-areas as determined through Findings of Necessity to be eligible for inclusion in a CRA. The two sub-areas shall include up to two of the following: Congress Avenue Corridor Sub-Area, Lake Worth Road Corridor Sub-Area, or Military Trail Corridor Sub-Area.

Work Tasks

Work tasks to develop a CRA Plan encompassing two sub-areas will be provided as described in Section III(A); however, said work tasks shall include all tasks as applied to and with consideration of two sub-areas as selected by the Village.

Deliverables and Timeline

Deliverables to develop a CRA Plan encompassing two sub-areas will be provided per the timeline as described in Sections III(A) above.

Fees and Reimbursable Expenses

If the Village chooses to include a second sub-area with the initial work described in Section III(A), TCRPC can reduce the costs associated with this combined task due to economies of scale and economy of effort. Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$60,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of the Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$6,000
Transmittal of Draft CRA Plan	70%	\$42,000
Transmittal of Final CRA Plan	20%	\$12,000
<i>Total Cost for Task</i>	100%	\$60,000

III (C). Community Redevelopment Agency Plan (Three Sub-Areas)

In coordination with the Village and in compliance with Chapter 163, Part III, Florida Statutes, TCRPC will develop a CRA Plan encompassing three (3) sub-areas as determined through Findings of Necessity to be eligible for inclusion in a CRA. The three sub-areas shall include the Congress Avenue Corridor Sub-Area, Lake Worth Road Corridor Sub-Area, or Military Trail Corridor Sub-Area.

Work Tasks

Work tasks to develop a CRA Plan encompassing three sub-areas will be provided as described in Section III(A); however, said work tasks shall include all tasks as applied to and with consideration of three sub-areas as selected by the Village.

Deliverables and Timeline

Deliverables to develop a CRA Plan encompassing three sub-areas will be provided per the timeline as described in Sections III(A) above.

Fees and Reimbursable Expenses

If the Village chooses to include two additional sub-areas with the initial work described in Section III(A), TCRPC can reduce the costs associated with this combined task due to economies of scale and economy of effort. Professional services paid for by the Village described in this section of the proposal will be performed for a fixed fee in the amount of \$65,000. This includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the professional services. Council will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops or transmittal of documents as described in the list of Work Tasks. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Work section of the Agreement will be billed at a rate of \$200.00 per hour.

KEY ACTION	% OF TOTAL	FEE
Notice to Proceed by Village Staff	10%	\$6,500
Transmittal of Draft CRA Plan	70%	\$45,500
Transmittal of Final CRA Plan	20%	\$13,000
<i>Total Cost for Task</i>	100%	\$65,000