

AGREEMENT FOR CONSULTANT SERVICES

This Agreement is made this 27th day of May, 2015, between the City of Venice, a Florida municipal corporation ("City"), and Kimley-Horn and Associates a Florida Corporation ("Consultant").

WITNESS:

The City desires to engage the Consultant to render Professional Land Use Planning Services for the project(s) described in this Agreement, and the Consultant is willing to perform those services.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I

Description of Project(s)

City requires Consultant to provide Professional Land Use Planning Services. The services of Consultant may consist of, but are not limited to, one or more of the following tasks (hereinafter the "Project" or "Projects").

Primary Project - Update of the Comprehensive Plan:

The review/update of the City's comprehensive plan (although not required until June of 2017) is a priority of City Council as identified in their 2014 Strategic Plan. While the current comprehensive plan was adopted in 2010, much of the plan is regulatory in nature (more appropriate to the land development code) and includes requirements for the City to conduct additional studies and analysis which have proven to be challenging for economic and timing reasons. This project involves coordination with City Planning staff, the City Manager's office, the Planning Commission, and City Council to determine the desired vision/plan for the City. At this time, the extent of this comprehensive plan update has not been fully identified but may include up to a full re-write of the plan.

Secondary Project – Review Zoning / Land Development Code Standards (apartment district overlay):

The historic nature of residential areas in and around the central business district (CBD), coupled with land development code, building code restrictions, and the existing layout of lots and development have hindered the full utilization/land use potential for multi-family residential around the CBD. The geographic area for this project will be further defined as the project scope is further developed with the selected firm(s).

Secondary Project – Laurel Road Commercial Small Area Study and/or Land Development Code Amendment:

In 2014, the City experienced a resurgence of new and proposed growth in the northeast portion of the City along Laurel Road both west and primarily east of the I-75 interchange. The study area

for this project is roughly the western City limits along Laurel Road east to Jacaranda Boulevard. While the City's comprehensive plan includes much of this area as part of Planning areas I and K, these planning areas and City zoning regulations lack sufficient detail to guide the layout and form of development activities in this area. As a result, the urban form and integration and interaction of future development with the existing neighborhoods and transportation system needs to be further defined. An overall corridor and neighborhood analysis along with recommendations for comprehensive plan (if needed) and development regulations to guide new development in this area is desired.

Additional Projects / Task Areas:

1. Community Redevelopment Activities – support to City staff may be requested to provide analysis and professional support for defining and developing City initiatives to foster and incentivize community redevelopment. This task may include work as requested by City Council for furthering discussions of a Community Redevelopment Area within the City.
2. Airport Zoning – working with City staff to develop airport zoning standards compliant with Florida Statutes and as further desired by the City to promote the airport and airport related facilities and properties.
3. Historic Preservation – coordination with Sarasota County and City staff to develop regulations for the protection and preservation of historical resources in the City.
4. Transportation Planning – coordinating with Sarasota County to implement a mobility fee which may involve detailed analysis for determining the short and long term transportation needs to the City by geographic area, working with the County Advance Traffic Management System for signal coordination.
5. Economic Development (planning activities) – supporting City staff in evaluating and developing land development code standards and incentives to promote economic development potential within the City.
6. Land Development Code Amendments– from time to time, as requested by City staff, City Council, or the Planning Commission, provide support services for developing ordinances for amendments to the Land Development Code.

ARTICLE II

Work Assignments

For each Project, City shall, from time to time at its sole discretion, authorize Consultant in writing to provide professional services under the terms of this Agreement. Said authorization will be referred to herein as a "Work Assignment," a general form for which is attached hereto as Attachment "A". Work Assignments will, by mutual agreement, set forth (1) the scope of services, (2) the deliverables, (3) the time of performance, (4) method and amount of compensation, and (5) the Project or Projects under ARTICLE I of this Agreement which is/are applicable. The provisions of this Agreement will apply to each and every Work Assignment unless otherwise agreed to in writing.

ARTICLE III

Consultant's Scope of Services

The Consultant shall perform professional consulting services relevant to the Project(s) in accordance with the terms and conditions set forth herein, and as provided in Request for Proposal (RFP) Number 2998-14, and Consultant's response to RFP Number 2998-14, including the proposed schedule, which is attached to this Agreement and incorporated herein by reference.

ARTICLE IV

Changes in Scope

If changes occur either in the Consultant's Scope of Services or the Description of the Project(s), a supplemental agreement shall be negotiated at the request of either party.

ARTICLE V

Methods of Compensation

Within each Work Assignment, the City and Consultant may agree on, but not be limited to, one of the following methods of compensation. If a different method of compensation is to be used, the Work Assignment will set forth the basis for such compensation.

A. Hourly Rates Method

City shall pay Consultant for services rendered an amount based on Consultant's current Hourly Rate for services rendered by principals and employees assigned to the Project (Exhibit I). Consultant's Hourly Rate Schedule may be amended annually upon written request by Consultant to City. In addition to the charges for labor, City will pay for Direct Project Expenses, and Special Consultants. Consultant will invoice City monthly.

B. Lump Sum Method

For services rendered the City shall pay the Consultant a lump sum fee including or excluding Direct Project Expenses and Special Consultants as mutually agreed upon and set forth in the Work Assignment. Consultant will invoice City monthly based upon Consultant's estimate of the portion of the total services actually completed at the time of billing, and attach a full narrative to the invoice for work performed.

C. Special Consultants

For services and direct project expenses of Special Consultants employed by the Consultant to render Additional Services, the City will be invoiced the amount billed to Consultant thereof, unless otherwise set forth in the Work Assignment. Special Consultants include, but are not limited

to, those performing the following services: aerial photogrammetry; surveying; laboratory testing; soils investigations, testing, and geotechnical engineering; and other services of a similar nature.

D. Direct Project Expenses

Direct Project Expenses include the actual expenses incurred in connection with the Project for: Transportation and subsistence incidental thereto; obtaining bids or proposals from sub-consultant(s); furnishing and maintaining field office facilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls, reproduction of reports, Drawings, Specifications, and similar project-related items; and other expenses of a similar nature. City will be invoiced the amount of actual expenses billed to Consultant, unless otherwise set forth in the Work Assignment. City will not be charged for travel expenses between Consultant's offices and Venice.

ARTICLE VI

Ownership of Plans and Documents: Records

The field notes, design notes, original drawings, as instruments of service, are and shall remain, the property of the Consultant; however, the City shall be furnished, at no additional cost, one set of reproducible mylars of the original drawings of the work, three paper copies and one digital copy of all plans. Copies of all field documentation collected shall be provided to the City.

The City shall make copies for the use of the Consultant, of all of its maps, records, laboratory tests or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

ARTICLE VII

Term

This Agreement shall continue in full force for a period of three (3) years from the date of execution by the City, and may be renewed in up to two (2) one-year increments by written notice from the City up to a maximum of five years, or until terminated in accordance with ARTICLE VIII.

ARTICLE VIII

Termination

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may be terminated by the City for its convenience upon thirty (30) days prior written notice to the Consultant for any reason.

In the event of termination, as provided in this Article, the Consultant shall be paid compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article V of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

ARTICLE IX

Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article X

Indemnity

The Consultant agrees to indemnify the City, its officials, officers, agents and employees, defend them against any claims, and hold them harmless from all actions of any character brought because of any injury or damages sustained by any person, persons or property resulting from any asserted negligent act, error or omission of the Consultant or its agents, subcontractors or employees. The Consultant is not required under this agreement to defend the City, its officials, officers, agents or employees, or any of them from assertions that the City was negligent, or indemnify the City from liability based on the City's negligence. The indemnity required herein shall not be limited by reason of specification of any particular insurance in this Agreement.

ARTICLE XI
Prohibition Against Contingent Fees

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

ARTICLE XII
Insurance

The Consultant agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit II INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the work, the Consultant shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) days prior written notice shall have been given to the City.

ARTICLE XIII
Discrimination Prohibited

In performing the services required under this Agreement, the Consultant shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE XIV
Public Records

Pursuant to applicable Florida law, the Consultant's records associated with this Agreement, or any Work Assignment hereunder, may be subject to Florida's public records laws, Section 119.01, F.S., et seq, as amended from time to time. The Consultant shall comply with all public records obligations set forth in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the City at the conclusion of the Agreement, as provided for in Section 119.0701, F.S.

ARTICLE XV
Contract Documents

The Contract Documents include this Agreement, RFP Number 2998-14, Consultant's response to RFP Number 2998-14, and any Work Assignment between the parties under this Agreement. This Agreement and the Contract Documents constitute the entire agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto.

ARTICLE XVI
Venue and Governing Law

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

ARTICLE XVII
Confidentiality

Both parties, for their mutual benefit, desire that information and data related to this Agreement may be disclosed, and which the disclosing party considers to be sensitive, proprietary, or a trade secret (hereinafter collectively referred to as "Proprietary Information"); and, the release of such Proprietary Information will enable the receiving party to complete the Project. Accordingly, Consultant and City hereby agree as follows:

- A. Proprietary Information communicated by the City ("the Disclosing Party") to the Consultant ("the Receiving Party"), which is designated as such in writing, or which is disclosed in a context that gives a notice as to its confidential nature, shall be maintained in confidence and shall not be disclosed to third parties by the Receiving Party including if those third parties are employees of the Consultant not directly engaged in the Projects for the City. The Receiving Party shall limit internal distribution of such Proprietary Information to its employees having a need-to-know in connection with preparation of the project work. All information related to the performance of the Project shall be considered proprietary without the necessity of further designation or notice.

Both Parties will use their best efforts to assure that Proprietary Information furnished by the other Party will not be disclosed to employees of companies or agencies affiliated with the Receiving Party except to the extent provided above.

- B. Each Party agrees that it will not use the Proprietary Information of the other Party disclosed to it hereunder for any purpose other than as set forth herein.
- C. Each Party shall exercise the same degree of care in maintaining the security of the other Party's Proprietary Information as it exercises with respect to Proprietary Information of its own which it does not disclose to others, but in no event shall they exercise less than reasonable care.
- D. Each Party will ensure that its employees having access to Proprietary Information are aware of the obligations imposed by this Agreement.
- E. Information, data, and ideas disclosed to the other which are or become: in the public domain; known to the other Party prior to disclosure under circumstances that did not or do not provide said other Party with notice of the proprietary nature of the information; disclosed to such other Party by a third party subsequent to disclosure, without breach of this Agreement; proven to be independently developed or conceived by the other Party; or disclosed by the proprietor of such information to a third party without restrictions on use and disclosure to such third party are not entitled to the protection of this Agreement. Nothing in this Agreement shall be construed as to undermine the Parties' obligations to strictly comply with Florida's Public Records Laws as provided under Article XIV herein.
- F. Each Party will return to the other Party, upon written request, all Proprietary Information transferred hereunder together with any and all copies thereof, provided, however, that the Consultant shall be entitled to retain a copy of all deliverables produced and all materials relied upon in the preparation of such deliverables, subject to the other restrictions contained herein.
- G. Each Party shall maintain internal control over all Proprietary Information and copies thereof received by or made hereunder in order to ensure return or destruction, if necessary.
- H. Either Party, upon thirty (30) days written notice given to the other Party, may terminate this provision of the Agreement with respect to disclosures made thereafter.
- I. The rights and obligations of both Parties shall survive any termination or expiration of this Agreement with respect to Proprietary Information transferred prior to such termination or expiration.

ARTICLE XVIII

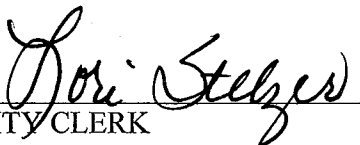
Conflict Of Interest

By execution of this agreement, Consultant certifies that there exists no current or anticipated conflicts of interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Consultant's services.

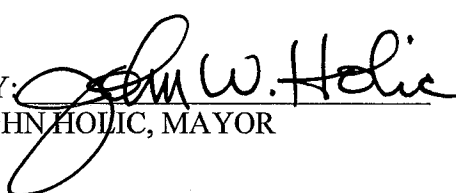
IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals,
and have executed this Agreement, the day and year first above written.

(SEAL)


ATTEST:


CITY CLERK

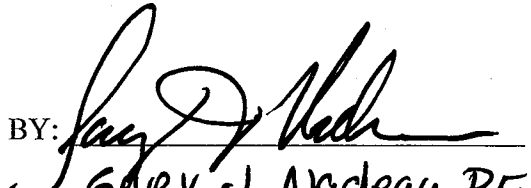
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

BY: 
JOHN HOLIE, MAYOR

ATTEST:


Peggy Jean Getzon
Signed by (typed or printed)

KIMLEY-HORN AND ASSOCIATES

BY: 
GARY J. Nadeau, P.E.
VICE PRESIDENT
Signed by (typed or printed)

Approved as to Form and Correctness


David Persson, City Attorney

EXHIBIT I
CONSULTANT'S HOURLY RATES

| Personnel | Labor Rate – Range |
|---------------------|---------------------|
| Principal | \$215.00 – \$225.00 |
| Project Manager | \$175.00 – \$190.00 |
| Senior Professional | \$150.00 – \$175.00 |
| Professional | \$115.00 – \$145.00 |
| Analyst | \$100.00 – \$115.00 |
| Graphics/Designer | \$80.00 – \$110.00 |
| Administration | \$60.00 – \$145.00 |

EXHIBIT II

INSURANCE REQUIREMENTS

Before performing any contract work, Consultant shall procure and maintain, during the life of the Agreement, unless otherwise specified, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent":VII. No changes are to be made to these specifications without prior written specific approval by the City's Risk Management Office.

WORKERS COMPENSATION: Consultant will provide Workers Compensation Insurance, on behalf of all employees who are to provide a service under this Agreement, as required under Florida Laws, Chapter 440, **AND** Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 employee per disease.

COMMERCIAL GENERAL LIABILITY - including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Agreement.

AUTOMOBILE LIABILITY including bodily injury and property damage including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Agreement.

PROFESSIONAL LIABILITY - with limits of not less than \$1,000,000 for professional services rendered in accordance with this Agreement. Consultant shall maintain such insurance for at least two (2) years from the termination of this Agreement and during this two (2) year period the Consultant shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the Agreement, the Consultant shall notify the City's Administrative Services Department within thirty (30) days of the change.

POLICY FORM

All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by the City's Administrative Services Director, are to be written on an occurrence basis, shall name the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the City), Employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Worker Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Council Members, Officers, Agents (defined as Agents in a written agreement with the City), Employees or Volunteers.

Insurance requirements itemized in this Agreement, and required of The Consultant, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

EXHIBIT II INSURANCE REQUIREMENTS

Each insurance policy required by this Agreement shall:

Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

Be endorsed to state that coverage shall not be suspended, voided or cancelled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City's Administrative Service Department.

The City of Venice shall retain the right to review, at any time, coverage, form, and amount of insurance.

The procuring of required policies of insurance shall not be construed to limit Consultant's liability or to fulfill the indemnification provisions and requirements of this Agreement.

The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

Claims made policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City's Administrative Service Department. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is effected with a retroactive date, including at least the last policy year.

Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Agreement, as well as the City's proposal/contract number and description of work, are to be furnished to the City's Risk Management Office (401 West Venice Avenue, Venice, FL 34285) prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Administrative Service Department before the Consultant will be allowed to commence or continue work.

Notices of Accidents (occurrences) and Notices of Claims associated with work being performed under this Agreement, shall be provided to the Consultant's insurance company and the City Administrative Service Department as soon as practicable after notice to the insured.

**ATTACHMENT A
SAMPLE WORK ASSIGNMENT**

**WORK ASSIGNMENT NO. _____ PURSUANT TO
THE __ (date of) __ AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
__ (name of firm) __**

WHEREAS, on __ (date) __ the parties entered into an Agreement whereby the **CONSULTANT** would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, the CITY wishes to authorize the **CONSULTANT** to perform professional services concerning the __ (name of project) __ as more particularly described in the Scope of Services contained herein; and

WHEREAS, the **CONSULTANT** wishes to perform such professional services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the __ (date of) __ Agreement and in this Work Assignment, the parties agree as follows:

1. General description of the project.
2. Scope of services to be performed.
3. Compensation to be paid.
4. Time for completion
5. Any special conditions.

IN WITNESS WHEREOF, the parties have executed this work assignment on the ____ day of ____, 201__.

CONSULTANT

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT A
SCOPE OF SERVICES
Work Assignment No: 1

Amendment No. 4

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting services to assist with the update of the CITY's Comprehensive Plan ("Plan"). The project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Comprehensive Plan update.

Scope of Services

TASK 1: PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

- A. CONSULTANT will attend one kick-off meeting with CITY staff to begin the project. Prior to the meeting, CONSULTANT will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis and Goals, Objectives, and Policies (GOP) including available CITY GIS data and mapping.
- B. CONSULTANT will meet with Staff to refine the initial Planning and Community Involvement approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the CITY will be divided into a maximum of seven (7) "neighborhoods" for the purposes of the community workshops and subsequent analysis. CONSULTANT will attend one (1) kick-off meeting with CITY staff to begin the project and identify the neighborhoods. As part of this kick-off meeting, we will also review the preliminary Public Involvement Plan (PIP).
- C. CONSULTANT will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. CONSULTANT will revise the strategy one (1) time based on CITY comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment.
- D. CONSULTANT will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis (DIA) and Goals, Objectives, and Policies. The information will be incorporated into the individual DIA Reports.

Tasks to be completed:

- Attendance of one kick-off meeting.
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP).
- Prepare preliminary data and inventory analysis of the CITY's Comprehensive Plan elements.

TASK 2: CURRENT PLAN ANALYSIS

CONSULTANT will review the CITY's current Comprehensive Plan and identify strengths and opportunities weaknesses of the current Plan. CONSULTANT will as part of this initial task specifically perform the following tasks:

- A. Review the Plan for consistency with adopted State requirements. CONSULTANT will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.

- B. Develop a review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3.
- C. CONSULTANT will prepare an existing conditions analysis which will include a preliminary review of existing CITY land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements element Policy 2.1. It is assumed current infrastructure information including locations, size(s), capacity and similar infrastructure information is available through the CITY's GIS or other readily available digital data source.

Tasks to be completed:

- Prepare a review matrix of the existing Plan including recommendations for amendment.
- Prepare an existing conditions analysis.

TASK 3: PUBLIC ENGAGEMENT AND INVOLVEMENT

Based on the PIP developed as part of Task 1.B., CONSULTANT will assist the CITY of Venice in obtaining citizen input regarding the CITY's future and the direction of the Comprehensive Plan. This task is the heart of the Comprehensive Plan update including obtaining citizen input as well as the generalized direction on the form and format of the Plan. The model for this Task will include the following key elements:

A. Community Workshops

1. Based on a maximum of seven (7) neighborhoods, CONSULTANT will assist the CITY to host a preliminary/kick-off workshop (city-wide) and one (1) neighborhood kick-off, data gathering meetings within each neighborhood. CONSULTANT will also attend one (1) subsequent progress update workshop within each neighborhood. It is understood the preliminary kick-off workshop will be open to input on all topics. Options also include an open forum for citizen input or more interactive round-tables where citizens can respond to concepts, identify and rank concerns and opportunities.

It is understood a combination of CITY and CONSULTANT facilitators are envisioned. CONSULTANT will prepare "fact sheets" with the CITY's input for distribution at the workshops. Information for community workshops will be excerpted from the kick-off meeting material. These will address Venice as it is today including population characteristics, business/economic characteristics, trends, previously identified issues and concerns, extent of development, etc. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

2. It is the intent of the community workshops to obtain a consensus "vision" for the CITY using visual and form based techniques. The vision is intended to identify key (common) themes for development including land use (growth) areas/corridors, redevelopment opportunities, environmental, multi-modal opportunities, and community focal points.
 3. The CITY will be responsible for public notices and for securing the date and locations of the community workshops.
- B. CONSULTANT will, in association with our subconsultant, perform an online interactive survey. This survey will be designed by the CONSULTANT and administrated by MetroQuest (<http://metroquest.com>). The MetroQuest survey is recommended to occur twice (early and later in the process) to (1) obtain preliminary feedback and community comment and (2) obtain comment on recommended Plan policies.
 - C. The CONSULTANT will create and distribute E-blasts (i.e. brief emails that highlight ongoing tasks associated with the plan). The frequency and timing of the E-blasts will be dictated by project

milestones. To communicate more detailed information, the CONSULTANT also will produce and distribute three newsletters. A digital (PDF) copy of each newsletter will be provided to the CITY for printing.

- D. CONSULTANT will conduct up to four (4) progress meetings with the Planning Commission. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. CONSULTANT will also attend up to four (4) progress meetings with the CITY Council to assist the Planning Commission Chair and CITY staff to provide status updates and respond to questions. It is understood the Planning Commission Chair and CITY staff will provide additional progress reviews and updates on a bi-monthly basis outside of these progress meetings and without CONSULTANT presence. The CONSULTANT will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. It is understood one of the progress meetings will be used to review the draft GOPs prepared as part of Task 6.

1. Amendment to Provide: Attend up to ten (10) additional progress meetings with the Planning Commission and CITY staff.

TASK 4: MARKET STUDY

The assessment of development potential in the CITY through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development.

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the CITY. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the CITY, including major public and private investments. The tasks associated with the market study are described below.

- A. Demographic Analysis – Analyze population and household trends for the CITY, and compare these trends to Sarasota County. Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, CONSULTANT will also review market data provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.
- B. Employment Analysis – Analyze Sarasota County at-place employment trends by industry, identifying sectors experiencing the strongest growth. Current at-place employment data for the CITY will also be provided. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. When possible, local employment data provided by major employers in the CITY will also be incorporated into the analysis.
- C. Residential Analysis – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the CITY will also be completed. New for-sale and rental housing that could be supported in the CITY will be forecasted for the planning period.
- D. Retail Analysis – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the CITY. As available, leasing data from major retail centers will be incorporated. CONSULTANT will forecast household expenditure potential growth by major retail category and estimate the sales capture for the CITY based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of "inflow" spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives.

Determine the demand for additional retail services that could be supported by type during the planning period.

- E. Office and Industrial Analysis – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the CITY and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the CITY.
- F. Hotel Analysis – Review the current distribution of hotels in CITY and identify demand generators for potential new facilities. Forecast the number of hotels that could be supported during the planning period.

TASK 5 DELETED PER AMENDMENT NO. 1

TASK 6: UPDATE GOALS, OBJECTIVES AND POLICIES

With the recommended amendments from the Public Workshops and the individual DIA reports serving as the foundation, the CONSULTANT will update the GOPs for each of the comprehensive plan elements as identified through the previous Tasks. It is understood the GOPs will be formatted into neighborhood components based on the maximum seven neighborhood areas of the CITY as well as general GOPs which apply city-wide. The GOPs will be organized into the respective required elements of Chapter 163.3177, Florida Statutes. Recommendations either in the form of the Capital Improvements Plan or subsequent planning studies will also include generalized planning level of costs.

Amendment to Provide: Kimley-Horn will also revise the proposed Future Land Use Map and related Neighborhood Future Land Use Maps up to five (5) times total.

Amendment to Provide: Based on the revised and updated Future Land Use Maps, Kimley-Horn will identify the maximum land use carrying capacity, residential and non-residential, for each land use type and revise the carrying capacity analysis up to two (2) times.

Draft GOPs will be provided to CITY staff for review and comment. CONSULTANT will respond to up to two (2) rounds of revisions to the draft GOPs based upon review by Staff. CITY staff will be responsible for compiling and submitting one set of review comments to CONSULTANT.

As noted in Task 3.D., CONSULTANT will present the revised draft GOPs to the Planning Commission one (1) time and revise the draft GOPs one (1) time based on the comments received from the Planning Commission. It is understood this meeting is included as one of the four progress meetings provided in that specific task. Additional progress and review meetings with the Planning Commission will be provided as an additional service.

Up to 10 printed copies and one electronic copy of the GOPs will be provided to the CITY as part of this task.

This Task does not include the preparation and/or update of the Airport Master Plan which is identified as an optional component under Chapter 163.3177(6)(b)4.

TASK 7: LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL

CONSULTANT will present the DIAs and GOPs in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

CONSULTANT will revise the draft DIA and GOPs per LPA comments one time per Planning Commission comments. Upon completion of the revisions as directed, CONSULTANT will present the revised DIA and GOPs to the CITY Council for review and transmittal. CONSULTANT will assist the CITY with the

production and transmittal of the proposed amendments to the Florida Department of Economic Opportunity and review agencies for comment per Task 8.

TASK 7.1: ADDITIONAL PUBLIC HEARINGS AND TRANSMITTAL ASSISTANCE

CONSULTANT will attend up to three (3) additional public hearings with the CITY of Venice. In addition, CONSULTANT will meet up to three (3) times with (via conference call) the CITY staff and or CITY Attorney in support of this Task. CONSULTANT will assist the CITY staff to respond up to two (2) sets of compiled comments, as directed by the CITY. Additional public hearings and responses will be provided as an additional service upon request by the CITY up to the contract amount. It is understood that CONSULTANT will utilize remaining funds in the Contract for TASK 8 and TASK 9 below for this TASK. It is understood additional funds will be required to complete TASKS 8 and 9.

TASK 8: RESPONSE TO ORC REPORT

CONSULTANT will assist the CITY to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report. CONSULTANT will assist the CITY to prepare a summary review and recommendations memorandum to be presented at the CITY Council Hearing – Adoption.

TASK 9: CITY COUNCIL HEARING – ADOPTION

CONSULTANT will present the final DIAs and GOPs in cooperation with CITY staff to the CITY Council for review and adoption of the Comprehensive Plan amendments at up to two (2) publicly noticed hearings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

Additional Services

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

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
- Developing a TCEA mobility plan, mobility fee, or mobility strategies as part of the Comprehensive Plan amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community planning, urban design, economic and engineering studies and plans other than prescribed in this scope.
- Community planning, urban design, economic and engineering studies and plans as appropriate.
- Development review.
- Development of zoning code, overlay codes or similar.
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Meetings, workshops, charrettes and public hearings not specifically referenced in the above scope of services.

- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided By CITY

The CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by CONSULTANT during the project as necessary and in support of the project.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed (transmitted) by July 1, 2017. Meeting dates are subject to CITY schedule; ORC issued 60 days post transmittal – it is assumed CONSULTANT will prepare responses to ORC Report comments within 30 days of receipt of the ORC Report.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute CONSULTANT attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in Tasks identified above for the lump sum fees of \$252,000 as outlined below.

For the services and tasks requested through this scope of services, CONSULTANT proposes the following fees:

| | | |
|----------------------------------|--|------------------|
| TASK 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,800 |
| TASK 2 | CURRENT PLAN ANALYSIS | \$ 31,000 |
| TASK 3 | PUBLIC ENGAGEMENT AND INVOLVEMENT | \$ 55,500 |
| TASK 4 | MARKET STUDY | \$ 27,000 |
| TASK 5 | <i>DELETED PER AMENDMENT NO. 1</i> | |
| TASK 6 | UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) | \$ 87,000 |
| TASK 7 | LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL | \$ 26,500 |
| TASK 7.1 | ADDITIONAL PUBLIC HEARINGS AND TRANSMITTAL ASSISTANCE | \$ 17,200* |
| Total Fees & Expenses | | \$252,000 |

TASK 8 RESPONSE TO ORC REPORT

TASK 9 CITY COUNCIL HEARING

Total Fees & Expenses Task 8 & 9–
Not To Exceed \$15,000



CERTIFICATE OF LIABILITY INSURANCE

2712.B

DATE (MM/DD/YYYY)

5/13/2015

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

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

| | | | | | | | | | | | | | | | |
|--|----------------------|--|--|---|---------------------|--|---------------------|--|---------------------|------------------------------------|----------------------|-------------------|--|-------------------|--|
| PRODUCER Greyling Insurance Brokerage 3780 Mansell Road Suite 370 Alpharetta GA 30022 | | CONTACT NAME: Jerry Noyola PHONE (A/C, No. Ext): (770) 552-4225 FAX (A/C, No.): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com | | | | | | | | | | | | | |
| INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636 | | INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A National Union Fire Ins Co</td><td>NAIC # 19445</td></tr><tr><td>INSURER B Commerce & Industry Insurance</td><td>NAIC # 19410</td></tr><tr><td>INSURER C New Hampshire Insurance Company</td><td>NAIC # 23841</td></tr><tr><td>INSURER D Lloyd's of London</td><td>NAIC # 085202</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | | INSURER A National Union Fire Ins Co | NAIC # 19445 | INSURER B Commerce & Industry Insurance | NAIC # 19410 | INSURER C New Hampshire Insurance Company | NAIC # 23841 | INSURER D Lloyd's of London | NAIC # 085202 | INSURER E: | | INSURER F: | |
| INSURER A National Union Fire Ins Co | NAIC # 19445 | | | | | | | | | | | | | | |
| INSURER B Commerce & Industry Insurance | NAIC # 19410 | | | | | | | | | | | | | | |
| INSURER C New Hampshire Insurance Company | NAIC # 23841 | | | | | | | | | | | | | | |
| INSURER D Lloyd's of London | NAIC # 085202 | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:** 15-16 (Kimley Sharda)**REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|--|----------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY | | | 9645227 | 4/1/2015 | 4/1/2016 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 | | | | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | MED EXP (Any one person) \$ 25,000 | | | | |
| | <input checked="" type="checkbox"/> Contractual Liability | | PERSONAL & ADV INJURY \$ 1,000,000 | | | | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| A | AUTOMOBILE LIABILITY | | | 4982985 | 4/1/2015 | 4/1/2016 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | BODILY INJURY (Per person) \$ | | | | |
| | <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS | | BODILY INJURY (Per accident) \$ | | | | |
| | <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | PROPERTY DAMAGE (Per accident) \$ | | | | |
| | | | | | | | \$ |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | BE 020733086 | 4/1/2015 | 4/1/2016 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | AGGREGATE \$ 5,000,000 | | | | |
| | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | \$ | | | | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 39901450 (AOS) | 4/1/2015 | 4/1/2016 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability | | | P070831500 | 4/1/2015 | 4/1/2016 | Per Claim \$2,000,000 |
| | | | Aggregate \$2,000,000 | | | | |

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

Re: Update of Comprehensive Plan; Kelley Klepper. The City of Venice, its Council Members, officers, agents, employees & volunteers are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| City of Venice Risk Management/Insurance Compliance 401 West Venice Avenue Venice, FL 34285 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE David Collings/JERRY <i>David H. Collings</i> |

**WORK ASSIGNMENT NO. 1 PURSUANT TO
THE MAY 26, 2015 AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES, INC.**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates, Inc. ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, the CITY wishes to authorize the CONSULTANT to perform professional services concerning the Update of the Comprehensive Plan as more particularly described in the Scope of Services contained herein; and

WHEREAS, the CONSULTANT wishes to perform such professional services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement and in this Work Assignment, the parties agree as follows:

1. The May 26, 2015, Agreement authorizes the CONSULTANT to provide continuing Professional Land Use Planning services to the CITY through May 26, 2018.
2. Scope of services to be performed. CONSULTANT shall perform the services described in the Scope of Services, which includes a fee schedule and project schedule attached hereto as Exhibit "A".
3. Compensation to be paid. CITY shall pay the CONSULTANT the sum of two hundred fifty-two thousand dollars (\$252,000.00) for performance of the professional services specified in this work assignment.
4. Time for completion. CONSULTANT shall complete the professional services specified in this work assignment within three hundred sixty-five (365) days from the date of this work assignment.

IN WITNESS WHEREOF, the parties have executed this work assignment on the 14th day of July, 2015.

KIMLEY-HORN AND ASSOCIATES, INC.

By: 

SETH E. SCHMID, P.E., ASSOCIATE

CITY OF VENICE, FLORIDA

By: 

JOHN HOLIC, MAYOR

ATTEST:


City Clerk

EXHIBIT A
SCOPE OF SERVICES
Work Assignment No: 1

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("KIMLEY-HORN" or the "CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting services to assist with the update of the CITY's Comprehensive Plan ("Plan"). The project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Comprehensive Plan update.

Scope of Services

TASK 1: PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

- A. KIMLEY-HORN will attend one kick-off meeting with CITY staff to begin the project. Prior to the meeting, KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis and Goals, Objectives, and Policies (GOP) including available CITY GIS data and mapping.
- B. KIMLEY-HORN will meet with Staff to refine the initial Planning and Community Involvement approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the CITY will be divided into a maximum of seven (7) "neighborhoods" for the purposes of the community workshops and subsequent analysis. KIMLEY-HORN will attend one (1) kick-off meeting with CITY staff to begin the project and identify the neighborhoods. As part of this kick-off meeting, we will also review the preliminary Public Involvement Plan (PIP).
- C. KIMLEY-HORN will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. KIMLEY-HORN will revise the strategy one (1) time based on CITY comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment.
- D. KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis (DIA) and Goals, Objectives, and Policies. The information will be incorporated into the individual DIA Reports.

Tasks to be completed:

- Attendance of one kick-off meeting.
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP).
- Prepare preliminary data and inventory analysis of the CITY's Comprehensive Plan elements.

TASK 2: CURRENT PLAN ANALYSIS

KIMLEY-HORN will review the CITY's current Comprehensive Plan and identify strengths and opportunities weaknesses of the current Plan. KIMLEY-HORN will as part of this initial task specifically perform the following tasks:

- A. Review the Plan for consistency with adopted State requirements. KIMLEY-HORN will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
- B. Develop a review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3.
- C. KIMLEY-HORN will prepare an existing conditions analysis which will include a preliminary review of existing CITY land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements element Policy 2.1. It is assumed current infrastructure information including locations, size(s), capacity and similar infrastructure information is available through the CITY's GIS or other readily available digital data source.

Tasks to be completed:

- Prepare a review matrix of the existing Plan including recommendations for amendment.
- Prepare an existing conditions analysis.

TASK 3: PUBLIC ENGAGEMENT AND INVOLVEMENT

Based on the PIP developed as part of Task 1.B., KIMLEY-HORN will assist the CITY of Venice in obtaining citizen input regarding the CITY's future and the direction of the Comprehensive Plan. This task is the heart of the Comprehensive Plan update including obtaining citizen input as well as the generalized direction on the form and format of the Plan. The model for this Task will include the following key elements:

A. Community Workshops

1. Based on a maximum of seven (7) neighborhoods, KIMLEY-HORN will assist the CITY to host a preliminary/kick-off workshop (city-wide) and one (1) neighborhood kick-off, data gathering meetings within each neighborhood. KIMLEY-HORN will also attend one (1) subsequent progress update workshop within in each neighborhood. It is understood the preliminary kick-off workshop will be open to input on all topics. Options also include an open forum for citizen input or more interactive round-tables where citizens can respond to concepts, identify and rank concerns and opportunities.

It is understood a combination of CITY and CONSULTANT facilitators are envisioned. KIMLEY-HORN will prepare "fact sheets" with the CITY's input for distribution at the workshops. Information for community workshops will be excerpted from the kick-off meeting material. These will address Venice as it is today including population characteristics, business/economic characteristics, trends, previously identified issues and concerns, extent of development, etc. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

2. It is the intent of the community workshops to obtain a consensus "vision" for the CITY using visual and form based techniques. The vision is intended to identify key (common) themes for development including land use (growth) areas/corridors, redevelopment opportunities, environmental, multi-modal opportunities, and community focal points.

3. The CITY will be responsible for public notices and for securing the date and locations of the community workshops.
- B. KIMLEY-HORN will, in association with our subconsultant, perform an online interactive survey. This survey will be designed by the CONSULTANT and administrated by MetroQuest (<http://metroquest.com>). The MetroQuest survey is recommended to occur twice (early and later in the process) to (1) obtain preliminary feedback and community comment and (2) obtain comment on recommended Plan policies.
 - C. The CONSULTANT will create and distribute E-blasts (i.e. brief emails that highlight ongoing tasks associated with the plan). The frequency and timing of the E-blasts will be dictated by project milestones. To communicate more detailed information, the CONSULTANT also will produce and distribute three newsletters. A digital (PDF) copy of each newsletter will be provided to the CITY for printing.
 - D. KIMLEY-HORN will conduct up to four (4) progress meetings with the Planning Commission. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. KIMLEY-HORN will also attend up to four (4) progress meetings with the CITY Council to assist the Planning Commission Chair and CITY staff to provide status updates and respond to questions. It is understood the Planning Commission Chair and CITY staff will provide additional progress reviews and updates on a bi-monthly basis outside of these progress meetings and without KIMLEY-HORN presence. The CONSULTANT will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. It is understood one of the progress meetings will be used to review the draft GOPs prepared as part of Task 6.

TASK 4: MARKET STUDY

The assessment of development potential in the CITY through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development.

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the CITY. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the CITY, including major public and private investments. The tasks associated with the market study are described below.

- A. Demographic Analysis – Analyze population and household trends for the CITY, and compare these trends to Sarasota County. Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, KIMLEY-HORN will also review market data provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.
- B. Employment Analysis – Analyze Sarasota County at-place employment trends by industry, identifying sectors experiencing the strongest growth. Current at-place employment data for the CITY will also be provided. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. When possible, local employment data provided by major employers in the CITY will also be incorporated into the analysis.

- C. **Residential Analysis** – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the CITY will also be completed. New for-sale and rental housing that could be supported in the CITY will be forecasted for the planning period.
- D. **Retail Analysis** – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the CITY. As available, leasing data from major retail centers will be incorporated. KIMLEY-HORN will forecast household expenditure potential growth by major retail category and estimate the sales capture for the CITY based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of “inflow” spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.
- E. **Office and Industrial Analysis** – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the CITY and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the CITY.
- F. **Hotel Analysis** – Review the current distribution of hotels in CITY and identify demand generators for potential new facilities. Forecast the number of hotels that could be supported during the planning period.

TASK 5: TAX REVENUE GENERATION (OPTIONAL)

As directed by the CITY, KIMLEY-HORN will prepare an analysis of future tax revenue that could be generated through build-out of the Comprehensive Plan. This tool could also be used to compare and contrast various land use scenarios throughout the CITY.

Budget Document Review – KIMLEY-HORN will obtain and review the most recent Budget and Comprehensive Annual Financial Review (CAFR) for the CITY. These documents will provide the basis to identify and quantify all one-time and annual operating revenues applicable to forecasting the potential tax revenue that could be generated by the development scenarios.

CITY of Venice Staff Interviews – KIMLEY-HORN will conduct up to one day of interviews with staff to verify CITY revenues to include in the forecast, and verify corresponding assumptions. CITY staff will likely represent the Budget and/or Finance offices, but could also include administration, planning, and other departments. The CITY will provide a meeting location, and coordinate scheduling of various staff with guidance from KIMLEY-HORN.

Yield and Valuation Assumptions - KIMLEY-HORN will approximate the potential non-residential square footage and residential unit yields at build-out of the Comprehensive Plan land use concept. These approximations will take into consideration environmental constraints and feedback from the staff interviews on reasonable development intensities.

KIMLEY-HORN will analyze current assessments for properties representing comparable industrial, office, retail, hotel, and single- and multi-family residential uses. These values will be applied to the development yield to determine total build-out values by land use.

Gross Revenue Estimate at Build-Out - Based on feedback from the staff interviews, KIMLEY-HORN will forecast one-time revenues by line item that would be directly attributable to build-out of the

Comprehensive Plan land use concept or alternatives. One-time fees will largely be represented by development approval and construction permitting. Revenues will be calculated in 2015 dollars.

KIMLEY-HORN will forecast CITY of Venice annual operating revenues by line item that could be generated by the Comprehensive Plan land use concept or alternatives at build-out. Revenues will be calculated in 2015 dollars.

TASK 6: UPDATE GOALS, OBJECTIVES AND POLICIES

With the recommended amendments from the Public Workshops and the individual DIA reports serving as the foundation, the CONSULTANT will update the GOPs for each of the comprehensive plan elements as identified through the previous Tasks. It is understood the GOPs will be formatted into neighborhood components based on the maximum seven neighborhood areas of the City as well as general GOPs which apply city-wide. The GOPs will be organized into the respective required elements of Chapter 163.3177, Florida Statutes. Recommendations either in the form of the Capital Improvements Plan or subsequent planning studies will also include generalized planning level of costs.

Draft GOPs will be provided to City staff for review and comment. KIMLEY-HORN will respond to up to two (2) rounds of revisions to the draft GOPs based upon review by Staff. City staff will be responsible for compiling and submitting one set of review comments to KIMLEY-HORN.

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Up to 10 printed copies and one electronic copy of the GOPs will be provided to the CITY as part of this task.

This Task does not include the preparation and/or update of the Airport Master Plan which is identified as an optional component under Chapter 163.3177(6)(b)4.

TASK 7: LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL

KIMLEY-HORN will present the DIAs and GOPs in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

KIMLEY-HORN will revise the draft DIA and GOPs per LPA comments one time per Planning Commission comments. Upon completion of the revisions as directed, KIMLEY-HORN will present the revised DIA and GOPs to the CITY Council for review and transmittal. KIMLEY-HORN will assist the CITY with the production and transmittal of the proposed amendments to the Florida Department of Economic Opportunity and review agencies for comment per Task 8.

TASK 8: RESPONSE TO ORC REPORT

KIMLEY-HORN will assist the CITY to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

TASK 9: CITY COUNCIL HEARING – ADOPTION

KIMLEY-HORN will present the final DIAs and GOPs in cooperation with CITY staff to the CITY Council for review and adoption of the Comprehensive Plan amendments at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

Additional Services

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

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non GIS sources.
- Developing a TCEA mobility plan, mobility fee, or mobility strategies as part of the Comprehensive Plan amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community planning, urban design, economic and engineering studies and plans other than prescribed in this scope.
- Community planning, urban design, economic and engineering studies and plans as appropriate.
- Development review.
- Development of zoning code, overlay codes or similar.
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Meetings, workshops, charrettes and public hearings not specifically referenced in the above scope of services.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided By CITY

The CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by KIMLEY-HORN during the project as necessary and in support of the project.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed within one (1) year of notice to proceed consistent with the attached generalized schedule. Meeting dates are subject to CITY schedule; ORC issued 60 days post transmittal – it is assumed KIMLEY-HORN will prepare responses to ORC Report comments within 30 days of receipt of the ORC Report.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute KIMLEY-HORN attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in Tasks identified above for the lump sum fees of \$252,000 as outlined below.

For the services and tasks requested through this scope of services, KIMLEY-HORN proposes the following fees:

| | | |
|----------------------------------|--|------------------|
| TASK 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,800 |
| TASK 2 | CURRENT PLAN ANALYSIS | \$ 31,000 |
| TASK 3 | PUBLIC ENGAGEMENT AND INVOLVEMENT | \$ 51,500 |
| TASK 4 | MARKET STUDY | \$ 27,000 |
| TASK 5 | TAX REVENUE GENERATION (OPTIONAL) | \$ 18,000 |
| TASK 6 | UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) | \$ 60,000 |
| TASK 7 | LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL | \$ 39,500 |
| TASK 8 | RESPONSE TO ORC REPORT | \$ 12,000 |
| TASK 9 | CITY COUNCIL HEARING – ADOPTION | <u>\$ 5,200</u> |
| Total Fees & Expenses | | \$252,000 |

**AMENDMENT TO WORK ASSIGNMENT NO. 1 PURSUANT TO
THE MAY 26, 2015, AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, on July 14, 2015, the CITY and CONSULTANT entered into Work Assignment No. 1 (the "Work Assignment") authorizing the CONSULTANT to perform professional services concerning the update of the CITY's Comprehensive Plan as set forth in a Scope of Services attached thereto; and

WHEREAS, the CITY and CONSULTANT have now determined that some revisions to the Scope of Services attached to the Work Assignment are necessary.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement and the Work Assignment, the parties hereby agree to amend the Work Assignment as follows:

1. Scope of services to be performed. CONSULTANT shall perform the services described in the revised Scope of Services, which includes a fee schedule and project schedule, attached hereto as Exhibit "A." This revised Scope of Services shall replace the Scope of Services, which was attached as Exhibit "A" to the Work Assignment.
2. Time for completion. CONSULTANT shall complete the professional services specified in Exhibit "A" no later than March 31, 2017, except upon mutual agreement the CITY and CONSULTANT.
3. All other terms and conditions of the Work Assignment shall remain in full force and effect.
4. The terms and conditions of the May 26, 2015, Agreement shall remain in full force and effect until the completion of the Work Assignment as amended.

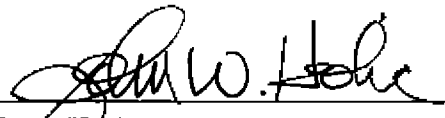
IN WITNESS WHEREOF, the parties have executed this Amendment to Work Assignment No. 1 on the 15 day of Aug 2016.

KIIMLEY-HORN AND ASSOCIATES



Thomas M. Stovall, P.E.
Senior Vice President

CITY OF VENICE, FLORIDA

By: 
John Holic, Mayor

ATTEST:

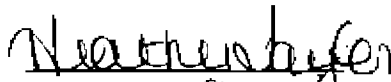

City Clerk, Assistant

EXHIBIT A
SCOPE OF SERVICES
Work Assignment No: 1

Amendment No. 1

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("KIMLEY-HORN" or the "CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting services to assist with the update of the CITY's Comprehensive Plan ("Plan"). The project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Comprehensive Plan update.

Scope of Services

TASK 1: PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

- A. KIMLEY-HORN will attend one kick-off meeting with CITY staff to begin the project. Prior to the meeting, KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis and Goals, Objectives, and Policies (GOP) including available CITY GIS data and mapping.
- B. KIMLEY-HORN will meet with Staff to refine the initial Planning and Community Involvement approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the CITY will be divided into a maximum of seven (7) "neighborhoods" for the purposes of the community workshops and subsequent analysis. KIMLEY-HORN will attend one (1) kick-off meeting with CITY staff to begin the project and identify the neighborhoods. As part of this kick-off meeting, we will also review the preliminary Public Involvement Plan (PIP).
- C. KIMLEY-HORN will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. KIMLEY-HORN will revise the strategy one (1) time based on CITY comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment.
- D. KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis (DIA) and Goals, Objectives, and Policies. The information will be incorporated into the individual DIA Reports.

Tasks to be completed:

- Attendance of one kick-off meeting.
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP).
- Prepare preliminary data and inventory analysis of the CITY's Comprehensive Plan elements.

TASK 2: CURRENT PLAN ANALYSIS

KIMLEY-HORN will review the CITY's current Comprehensive Plan and identify strengths and opportunities weaknesses of the current Plan. KIMLEY-HORN will as part of this initial task specifically perform the following tasks:

- A. Review the Plan for consistency with adopted State requirements. KIMLEY-HORN will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
- B. Develop a review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3.
- C. KIMLEY-HORN will prepare an existing conditions analysis which will include a preliminary review of existing CITY land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements element Policy 2.1. It is assumed current infrastructure information including locations, size(s), capacity and similar infrastructure information is available through the CITY's GIS or other readily available digital data source.

Tasks to be completed:

- Prepare a review matrix of the existing Plan including recommendations for amendment.
- Prepare an existing conditions analysis.

TASK 3: PUBLIC ENGAGEMENT AND INVOLVEMENT

Based on the PIP developed as part of Task 1.B., KIMLEY-HORN will assist the CITY of Venice in obtaining citizen input regarding the CITY's future and the direction of the Comprehensive Plan. This task is the heart of the Comprehensive Plan update including obtaining citizen input as well as the generalized direction on the form and format of the Plan. The model for this Task will include the following key elements:

A. Community Workshops

1. Based on a maximum of seven (7) neighborhoods, KIMLEY-HORN will assist the CITY to host a preliminary/kick-off workshop (city-wide) and one (1) neighborhood kick-off, data gathering meetings within each neighborhood. KIMLEY-HORN will also attend one (1) subsequent progress update workshop within in each neighborhood. It is understood the preliminary kick-off workshop will be open to input on all topics. Options also include an open forum for citizen input or more interactive round-tables where citizens can respond to concepts, identify and rank concerns and opportunities.

It is understood a combination of CITY and CONSULTANT facilitators are envisioned. KIMLEY-HORN will prepare "fact sheets" with the CITY's input for distribution at the workshops. Information for community workshops will be excerpted from the kick-off meeting material. These will address Venice as it is today including population characteristics, business/economic characteristics, trends, previously identified issues and concerns, extent of development, etc. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

2. It is the intent of the community workshops to obtain a consensus “vision” for the CITY using visual and form based techniques. The vision is intended to identify key (common) themes for development including land use (growth) areas/corridors, redevelopment opportunities, environmental, multi-modal opportunities, and community focal points.
 3. The CITY will be responsible for public notices and for securing the date and locations of the community workshops.
- B. KIMLEY-HORN will, in association with our subconsultant, perform an online interactive survey. This survey will be designed by the CONSULTANT and administrated by MetroQuest (<http://metroquest.com>). The MetroQuest survey is recommended to occur twice (early and later in the process) to (1) obtain preliminary feedback and community comment and (2) obtain comment on recommended Plan policies.
- C. The CONSULTANT will create and distribute E-blasts (i.e. brief emails that highlight ongoing tasks associated with the plan). The frequency and timing of the E-blasts will be dictated by project milestones. To communicate more detailed information, the CONSULTANT also will produce and distribute three newsletters. A digital (PDF) copy of each newsletter will be provided to the CITY for printing.
- D. KIMLEY-HORN will conduct up to four (4) progress meetings with the Planning Commission. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. KIMLEY-HORN will also attend up to four (4) progress meetings with the CITY Council to assist the Planning Commission Chair and CITY staff to provide status updates and respond to questions. It is understood the Planning Commission Chair and CITY staff will provide additional progress reviews and updates on a bi-monthly basis outside of these progress meetings and without KIMLEY-HORN presence. The CONSULTANT will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. It is understood one of the progress meetings will be used to review the draft GOPs prepared as part of Task 6.
- i. Amendment to Provide: Attend up to ten (10) additional progress meetings with the Planning Commission.

TASK 4: MARKET STUDY

The assessment of development potential in the CITY through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development.

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the CITY. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the CITY, including major public and private investments. The tasks associated with the market study are described below.

- A. Demographic Analysis – Analyze population and household trends for the CITY, and compare these trends to Sarasota County. Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, KIMLEY-HORN will also review market data

provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.

- B. **Employment Analysis** – Analyze Sarasota County at-place employment trends by industry, identifying sectors experiencing the strongest growth. Current at-place employment data for the CITY will also be provided. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. When possible, local employment data provided by major employers in the CITY will also be incorporated into the analysis.
- C. **Residential Analysis** – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the CITY will also be completed. New for-sale and rental housing that could be supported in the CITY will be forecasted for the planning period.
- D. **Retail Analysis** – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the CITY. As available, leasing data from major retail centers will be incorporated. KIMLEY-HORN will forecast household expenditure potential growth by major retail category and estimate the sales capture for the CITY based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of “inflow” spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.
- E. **Office and Industrial Analysis** – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the CITY and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the CITY.
- F. **Hotel Analysis** – Review the current distribution of hotels in CITY and identify demand generators for potential new facilities. Forecast the number of hotels that could be supported during the planning period.

AMEND TASK 5 AS FOLLOWS: DELETE TASK 5

TASK 5: TAX REVENUE GENERATION (OPTIONAL)

~~As directed by the CITY, KIMLEY HORN will prepare an analysis of future tax revenue that could be generated through build-out of the Comprehensive Plan. This tool could also be used to compare and contrast various land use scenarios throughout the CITY.~~

~~**Budget Document Review**—KIMLEY HORN will obtain and review the most recent Budget and Comprehensive Annual Financial Review (CAFR) for the CITY. These documents will provide the basis to identify and quantify all one-time and annual operating revenues applicable to forecasting the potential tax revenue that could be generated by the development scenarios.~~

~~**CITY of Venice Staff Interviews**—KIMLEY HORN will conduct up to one day of interviews with staff to verify CITY revenues to include in the forecast, and verify corresponding assumptions. CITY staff will likely represent the Budget and/or Finance offices, but could also include administration, planning, and other departments. The CITY will provide a meeting location, and coordinate scheduling of various staff with guidance from KIMLEY HORN.~~

~~*Yield and Valuation Assumptions*—KIMLEY HORN will approximate the potential non-residential square footage and residential unit yields at build-out of the Comprehensive Plan land use concept. These approximations will take into consideration environmental constraints and feedback from the staff interviews on reasonable development intensities.~~

~~KIMLEY HORN will analyze current assessments for properties representing comparable industrial, office, retail, hotel, and single and multi-family residential uses. These values will be applied to the development yield to determine total build-out values by land use.~~

~~*Gross Revenue Estimate at Build-Out*—Based on feedback from the staff interviews, KIMLEY HORN will forecast one-time revenues by line item that would be directly attributable to build-out of the Comprehensive Plan land use concept or alternatives. One-time fees will largely be represented by development approval and construction permitting. Revenues will be calculated in 2015 dollars.~~

~~KIMLEY HORN will forecast CITY of Venice annual operating revenues by line item that could be generated by the Comprehensive Plan land use concept or alternatives at build-out. Revenues will be calculated in 2015 dollars.~~

TASK 6: UPDATE GOALS, OBJECTIVES AND POLICIES

With the recommended amendments from the Public Workshops and the individual DIA reports serving as the foundation, the CONSULTANT will update the GOPs for each of the comprehensive plan elements as identified through the previous Tasks. It is understood the GOPs will be formatted into neighborhood components based on the maximum seven neighborhood areas of the City as well as general GOPs which apply city-wide. The GOPs will be organized into the respective required elements of Chapter 163.3177, Florida Statutes. Recommendations either in the form of the Capital Improvements Plan or subsequent planning studies will also include generalized planning level of costs.

Amendment to Provide: Kimley-Horn will also revise the proposed Future Land Use Map and related Neighborhood Future Land Use Maps up to four (4) times total.

Amendment to Provide: Based on the revised and updated Future Land Use Maps, Kimley-Horn will identify the maximum land use carrying capacity, residential and non-residential, for each land use type.

Draft GOPs will be provided to City staff for review and comment. KIMLEY-HORN will respond to up to two (2) rounds of revisions to the draft GOPs based upon review by Staff. City staff will be responsible for compiling and submitting one set of review comments to KIMLEY-HORN.

As noted in Task 3.D., KIMLEY-HORN will present the revised draft GOPs to the Planning Commission one (1) time and revise the draft GOPs one (1) time based on the comments received from the Planning Commission. It is understood this meeting is included as one of the four progress meetings provided in that specific task. Additional progress and review meetings with the Planning Commission will be provided as an additional service.

Up to 10 printed copies and one electronic copy of the GOPs will be provided to the CITY as part of this task.

This Task does not include the preparation and/or update of the Airport Master Plan which is identified as an optional component under Chapter 163.3177(6)(b)4.

TASK 7: LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL

KIMLEY-HORN will present the DIAs and GOPs in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

KIMLEY-HORN will revise the draft DIA and GOPs per LPA comments one time per Planning Commission comments. Upon completion of the revisions as directed, KIMLEY-HORN will present the revised DIA and GOPs to the CITY Council for review and transmittal. KIMLEY-HORN will assist the CITY with the production and transmittal of the proposed amendments to the Florida Department of Economic Opportunity and review agencies for comment per Task 8.

TASK 8: RESPONSE TO ORC REPORT

KIMLEY-HORN will assist the CITY to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

TASK 9: CITY COUNCIL HEARING – ADOPTION

KIMLEY-HORN will present the final DIAs and GOPs in cooperation with CITY staff to the CITY Council for review and adoption of the Comprehensive Plan amendments at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

Additional Services

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

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non GIS sources.
- Developing a TCEA mobility plan, mobility fee, or mobility strategies as part of the Comprehensive Plan amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community planning, urban design, economic and engineering studies and plans other than prescribed in this scope.
- Community planning, urban design, economic and engineering studies and plans as appropriate.
- Development review.
- Development of zoning code, overlay codes or similar.
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Meetings, workshops, charrettes and public hearings not specifically referenced in the above scope of services.

- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided By CITY

The CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by KIMLEY-HORN during the project as necessary and in support of the project.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed ~~within one (1) year of notice to proceed consistent with the attached generalized schedule~~ (transmitted) by March 31, 2017. Meeting dates are subject to CITY schedule; ORC issued 60 days post transmittal – it is assumed KIMLEY-HORN will prepare responses to ORC Report comments within 30 days of receipt of the ORC Report.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute KIMLEY-HORN attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in Tasks identified above for the lump sum fees of \$252,000 as outlined below.

For the services and tasks requested through this scope of services, KIMLEY-HORN proposes the following fees:

| | | |
|--------|--|----------------------|
| TASK 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,800 |
| TASK 2 | CURRENT PLAN ANALYSIS | \$ 31,000 |
| TASK 3 | PUBLIC ENGAGEMENT AND INVOLVEMENT | \$ 51,500 |
| | | <u>\$ 55,500</u> |
| TASK 4 | MARKET STUDY | \$ 27,000 |
| TASK 5 | TAX REVENUE GENERATION (OPTIONAL) | \$ 18,000 |
| TASK 6 | UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) | \$ 60,000 |
| | | <u>\$ 74,000</u> |
| TASK 7 | LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL | \$ 39,500 |
| TASK 8 | RESPONSE TO ORC REPORT | \$ 12,000 |
| TASK 9 | CITY COUNCIL HEARING – ADOPTION | <u>\$ 5,200</u> |
| | Total Fees & Expenses | \$252,000 |

**SECOND AMENDMENT TO WORK ASSIGNMENT NO. 1 PURSUANT TO
THE MAY 26, 2015, AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, on July 14, 2015, the CITY and CONSULTANT entered into Work Assignment No. 1 (the "Work Assignment") authorizing the CONSULTANT to perform professional services concerning the update of the CITY's Comprehensive Plan as set forth in a Scope of Services attached thereto; and

WHEREAS, on August 16, 2016, the CITY and CONSULTANT mutually agreed to amend the Work Assignment (First Amendment) to revise the Scope of Work and Project Schedule.

WHEREAS, the CITY and CONSULTANT have now determined that some revisions to the Scope of Services attached to the amended Work Assignment are necessary.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement, the Work Assignment, and First Amendment, the parties hereby agree to further amend the Work Assignment as follows:

1. Scope of services to be performed. CONSULTANT shall perform the services described in the revised Scope of Services, which includes a fee schedule and project schedule, attached hereto as Exhibit "A." This revised Scope of Services shall replace the Scope of Services, which was attached as Exhibit "A" to the Work Assignment.
2. All other terms and conditions of the Work Assignment shall remain in full force and effect.
3. The terms and conditions of the May 26, 2015, Agreement shall remain in full force and effect until the completion of the Work Assignment as amended.


IN WITNESS WHEREOF, the parties have executed this Second Amendment to Work Assignment No. 1 on the 28 day of Dec, 2016.

KIIMLEY-HORN AND ASSOCIATES



Thomas M. Stovall, P.E.
Senior Vice President

CITY OF VENICE, FLORIDA

By: 
John Holic, Mayor

ATTEST:


City Clerk

EXHIBIT A
SCOPE OF SERVICES
Work Assignment No: 1

Second Amendment

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("KIMLEY-HORN" or the "CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting services to assist with the update of the CITY's Comprehensive Plan ("Plan"). The project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Comprehensive Plan update.

Scope of Services

TASK 1: PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

- A. KIMLEY-HORN will attend one kick-off meeting with CITY staff to begin the project. Prior to the meeting, KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis and Goals, Objectives, and Policies (GOP) including available CITY GIS data and mapping.
- B. KIMLEY-HORN will meet with Staff to refine the initial Planning and Community Involvement approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the CITY will be divided into a maximum of seven (7) "neighborhoods" for the purposes of the community workshops and subsequent analysis. KIMLEY-HORN will attend one (1) kick-off meeting with CITY staff to begin the project and identify the neighborhoods. As part of this kick-off meeting, we will also review the preliminary Public Involvement Plan (PIP).
- C. KIMLEY-HORN will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. KIMLEY-HORN will revise the strategy one (1) time based on CITY comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment.
- D. KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis (DIA) and Goals, Objectives, and Policies. The information will be incorporated into the individual DIA Reports.

Tasks to be completed:

- Attendance of one kick-off meeting.
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP).
- Prepare preliminary data and inventory analysis of the CITY's Comprehensive Plan elements.

TASK 2: CURRENT PLAN ANALYSIS

KIMLEY-HORN will review the CITY's current Comprehensive Plan and identify strengths and opportunities weaknesses of the current Plan. KIMLEY-HORN will as part of this initial task specifically perform the following tasks:

- A. Review the Plan for consistency with adopted State requirements. KIMLEY-HORN will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
- B. Develop a review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3.
- C. KIMLEY-HORN will prepare an existing conditions analysis which will include a preliminary review of existing CITY land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements element Policy 2.1. It is assumed current infrastructure information including locations, size(s), capacity and similar infrastructure information is available through the CITY's GIS or other readily available digital data source.

Tasks to be completed:

- Prepare a review matrix of the existing Plan including recommendations for amendment.
- Prepare an existing conditions analysis.

TASK 3: PUBLIC ENGAGEMENT AND INVOLVEMENT

Based on the PIP developed as part of Task 1.B., KIMLEY-HORN will assist the CITY of Venice in obtaining citizen input regarding the CITY's future and the direction of the Comprehensive Plan. This task is the heart of the Comprehensive Plan update including obtaining citizen input as well as the generalized direction on the form and format of the Plan. The model for this Task will include the following key elements:

A. Community Workshops

1. Based on a maximum of seven (7) neighborhoods, KIMLEY-HORN will assist the CITY to host a preliminary/kick-off workshop (city-wide) and one (1) neighborhood kick-off, data gathering meetings within each neighborhood. KIMLEY-HORN will also attend one (1) subsequent progress update workshop within each neighborhood. It is understood the preliminary kick-off workshop will be open to input on all topics. Options also include an open forum for citizen input or more interactive round-tables where citizens can respond to concepts, identify and rank concerns and opportunities.

It is understood a combination of CITY and CONSULTANT facilitators are envisioned. KIMLEY-HORN will prepare "fact sheets" with the CITY's input for distribution at the workshops. Information for community workshops will be excerpted from the kick-off meeting material. These will address Venice as it is today including population characteristics, business/economic characteristics, trends, previously identified issues and concerns, extent of development, etc. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

2. It is the intent of the community workshops to obtain a consensus "vision" for the CITY using visual and form based techniques. The vision is intended to identify key (common) themes for development including land use (growth) areas/corridors, redevelopment opportunities, environmental, multi-modal opportunities, and community focal points.
 3. The CITY will be responsible for public notices and for securing the date and locations of the community workshops.
- B. KIMLEY-HORN will, in association with our subconsultant, perform an online interactive survey. This survey will be designed by the CONSULTANT and administrated by MetroQuest (<http://metroquest.com>). The MetroQuest survey is recommended to occur twice (early and later in the process) to (1) obtain preliminary feedback and community comment and (2) obtain comment on recommended Plan policies.
- C. The CONSULTANT will create and distribute E-blasts (i.e. brief emails that highlight ongoing tasks associated with the plan). The frequency and timing of the E-blasts will be dictated by project milestones. To communicate more detailed information, the CONSULTANT also will produce and distribute three newsletters. A digital (PDF) copy of each newsletter will be provided to the CITY for printing.
- D. KIMLEY-HORN will conduct up to four (4) progress meetings with the Planning Commission. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. KIMLEY-HORN will also attend up to four (4) progress meetings with the CITY Council to assist the Planning Commission Chair and CITY staff to provide status updates and respond to questions. It is understood the Planning Commission Chair and CITY staff will provide additional progress reviews and updates on a bi-monthly basis outside of these progress meetings and without KIMLEY-HORN presence. The CONSULTANT will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. It is understood one of the progress meetings will be used to review the draft GOPs prepared as part of Task 6.
- i. Amendment to Provide: Attend up to ten (10) additional progress meetings with the Planning Commission and City staff.

TASK 4: MARKET STUDY

The assessment of development potential in the CITY through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development.

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the CITY. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the CITY, including major public and private investments. The tasks associated with the market study are described below.

- A. **Demographic Analysis** – Analyze population and household trends for the CITY, and compare these trends to Sarasota County. Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, KIMLEY-HORN will also review market data

provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.

- B. **Employment Analysis** – Analyze Sarasota County at-place employment trends by industry, identifying sectors experiencing the strongest growth. Current at-place employment data for the CITY will also be provided. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. When possible, local employment data provided by major employers in the CITY will also be incorporated into the analysis.
- C. **Residential Analysis** – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the CITY will also be completed. New for-sale and rental housing that could be supported in the CITY will be forecasted for the planning period.
- D. **Retail Analysis** – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the CITY. As available, leasing data from major retail centers will be incorporated. KIMLEY-HORN will forecast household expenditure potential growth by major retail category and estimate the sales capture for the CITY based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of “inflow” spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.
- E. **Office and Industrial Analysis** – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the CITY and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the CITY.
- F. **Hotel Analysis** – Review the current distribution of hotels in CITY and identify demand generators for potential new facilities. Forecast the number of hotels that could be supported during the planning period.

TASK 5 DELETED PER AMENDMENT NO. 1

TASK 6: UPDATE GOALS, OBJECTIVES AND POLICIES

With the recommended amendments from the Public Workshops and the individual DIA reports serving as the foundation, the CONSULTANT will update the GOPs for each of the comprehensive plan elements as identified through the previous Tasks. It is understood the GOPs will be formatted into neighborhood components based on the maximum seven neighborhood areas of the City as well as general GOPs which apply city-wide. The GOPs will be organized into the respective required elements of Chapter 163.3177, Florida Statutes. Recommendations either in the form of the Capital Improvements Plan or subsequent planning studies will also include generalized planning level of costs.

Amendment to Provide: Kimley-Horn will also revise the proposed Future Land Use Map and related Neighborhood Future Land Use Maps up to five (5) times total.

Amendment to Provide: Based on the revised and updated Future Land Use Maps, Kimley-Horn will identify the maximum land use carrying capacity, residential and non-residential, for each land use type and revise the carrying capacity analysis up to two (2) times.

Draft GOPs will be provided to City staff for review and comment. KIMLEY-HORN will respond to up to two (2) rounds of revisions to the draft GOPs based upon review by Staff. City staff will be responsible for compiling and submitting one set of review comments to KIMLEY-HORN.

As noted in Task 3.D., KIMLEY-HORN will present the revised draft GOPs to the Planning Commission one (1) time and revise the draft GOPs one (1) time based on the comments received from the Planning Commission. It is understood this meeting is included as one of the four progress meetings provided in that specific task. Additional progress and review meetings with the Planning Commission will be provided as an additional service.

Up to 10 printed copies and one electronic copy of the GOPs will be provided to the CITY as part of this task.

This Task does not include the preparation and/or update of the Airport Master Plan which is identified as an optional component under Chapter 163.3177(6)(b)4.

TASK 7: LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL

KIMLEY-HORN will present the DIAs and GOPs in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

KIMLEY-HORN will revise the draft DIA and GOPs per LPA comments one time per Planning Commission comments. Upon completion of the revisions as directed, KIMLEY-HORN will present the revised DIA and GOPs to the CITY Council for review and transmittal. KIMLEY-HORN will assist the CITY with the production and transmittal of the proposed amendments to the Florida Department of Economic Opportunity and review agencies for comment per Task 8.

TASK 8: RESPONSE TO ORC REPORT

KIMLEY-HORN will assist the CITY to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

TASK 9: CITY COUNCIL HEARING – ADOPTION

KIMLEY-HORN will present the final DIAs and GOPs in cooperation with CITY staff to the CITY Council for review and adoption of the Comprehensive Plan amendments at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

Additional Services

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

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non GIS sources.

- Developing a TCEA mobility plan, mobility fee, or mobility strategies as part of the Comprehensive Plan amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community planning, urban design, economic and engineering studies and plans other than prescribed in this scope.
- Community planning, urban design, economic and engineering studies and plans as appropriate.
- Development review.
- Development of zoning code, overlay codes or similar.
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Meetings, workshops, charrettes and public hearings not specifically referenced in the above scope of services.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided By CITY

The CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by KIMLEY-HORN during the project as necessary and in support of the project.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed (transmitted) by March 31, 2017. Meeting dates are subject to CITY schedule; ORC issued 60 days post transmittal – it is assumed KIMLEY-HORN will prepare responses to ORC Report comments within 30 days of receipt of the ORC Report.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute KIMLEY-HORN attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in Tasks identified above for the lump sum fees of \$252,000 as outlined below.

For the services and tasks requested through this scope of services, KIMLEY-HORN proposes the following fees:

| | | |
|--------|---|-----------|
| TASK 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,800 |
| TASK 2 | CURRENT PLAN ANALYSIS | \$ 31,000 |
| TASK 3 | PUBLIC ENGAGEMENT AND INVOLVEMENT | \$ 55,500 |

| | | |
|----------------------------------|--|----------------------|
| TASK 4 | MARKET STUDY | \$ 27,000 |
| TASK 5 | <i>DELETED PER AMENDMENT NO. 1</i> | |
| TASK 6 | UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) | \$ 74,000 |
| | | <u>\$ 87,000</u> |
| TASK 7 | LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL | \$ 39,500 |
| | | <u>\$ 26,500</u> |
| TASK 8 | RESPONSE TO ORC REPORT | \$ 12,000 |
| TASK 9 | CITY COUNCIL HEARING – ADOPTION | <u>\$ 5,200</u> |
| Total Fees & Expenses | | \$252,000 |

**THIRD AMENDMENT TO WORK ASSIGNMENT NO. 1 PURSUANT TO
THE MAY 26, 2015, AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, on July 14, 2015, the CITY and CONSULTANT entered into Work Assignment No. 1 (the "Work Assignment") authorizing the CONSULTANT to perform professional services concerning the update of the CITY's Comprehensive Plan as set forth in a Scope of Services attached thereto; and

WHEREAS, on August 16, 2016, the CITY and CONSULTANT mutually agreed to amend the Work Assignment (First Amendment) to revise the Scope of Work and Project Schedule.

WHEREAS, on December 28, 2016, the CITY and CONSULTANT mutually agreed to further amend the Work Assignment (Second Amendment) to revise the Scope of Work and Project Schedule.

WHEREAS, the CITY and CONSULTANT have now determined that some revisions to the Scope of Services attached to the amended Work Assignment are necessary.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement, the Work Assignment, First Amendment, and Second Amendment the parties hereby agree to further amend the Work Assignment as follows:

1. Scope of services to be performed. CONSULTANT shall perform the services described in the revised Scope of Services, which includes a fee schedule and project schedule, attached hereto as Exhibit "A." This revised Scope of Services shall replace the Scope of Services, which was attached as Exhibit "A" to the Work Assignment pursuant to the Second Amendment.
2. Time for completion. CONSULTANT shall complete the professional services specified in Exhibit "A" no later than July 1, 2017, except upon mutual agreement between the CITY and the CONSULTANT.
3. All other terms and conditions of the Work Assignment shall remain in full force and effect.

4. The terms and conditions of the May 26, 2015, Agreement shall remain in full force and effect until the completion of the Work Assignment as amended.

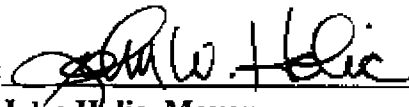
IN WITNESS WHEREOF, the parties have executed this Third Amendment to Work Assignment No. 1 on the 30 day of May, 2017.

KIMLEY-HORN AND ASSOCIATES



Thomas M. Stovall, P.E.
Senior Vice President

CITY OF VENICE, FLORIDA

By: 
John Holic, Mayor

ATTEST:


City Clerk

EXHIBIT A
SCOPE OF SERVICES
Work Assignment No: 1

Amendment No. 3

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("KIMLEY-HORN" or the "CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting services to assist with the update of the CITY's Comprehensive Plan ("Plan"). The project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Comprehensive Plan update.

Scope of Services

TASK 1: PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

- A. KIMLEY-HORN will attend one kick-off meeting with CITY staff to begin the project. Prior to the meeting, KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis and Goals, Objectives, and Policies (GOP) including available CITY GIS data and mapping.
- B. KIMLEY-HORN will meet with Staff to refine the initial Planning and Community Involvement approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the CITY will be divided into a maximum of seven (7) "neighborhoods" for the purposes of the community workshops and subsequent analysis. KIMLEY-HORN will attend one (1) kick-off meeting with CITY staff to begin the project and identify the neighborhoods. As part of this kick-off meeting, we will also review the preliminary Public Involvement Plan (PIP).
- C. KIMLEY-HORN will develop a community involvement and public outreach communication strategy for the update of the Comprehensive Plan. KIMLEY-HORN will revise the strategy one (1) time based on CITY comments. The strategy will identify specific components of public involvement including a preliminary schedule of milestones for outreach and public comment.
- D. KIMLEY-HORN will identify data and information needs for the update of the Elements' Data, Inventory, and Analysis (DIA) and Goals, Objectives, and Policies. The information will be incorporated into the individual DIA Reports.

Tasks to be completed:

- Attendance of one kick-off meeting.
- Prepare and refine Planning and Community Involvement in the form of a Public Involvement Plan (PIP).
- Prepare preliminary data and inventory analysis of the CITY's Comprehensive Plan elements.

TASK 2: CURRENT PLAN ANALYSIS

KIMLEY-HORN will review the CITY's current Comprehensive Plan and identify strengths and opportunities weaknesses of the current Plan. KIMLEY-HORN will as part of this initial task specifically perform the following tasks:

- A. Review the Plan for consistency with adopted State requirements. KIMLEY-HORN will also identify language of the current Plan that is regulatory in nature and more appropriate to the Land Development Code.
- B. Develop a review "Matrix" of recommended GOPs for amendment including justification(s). Includes review with staff and presentation one (1) time to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3.
- C. KIMLEY-HORN will prepare an existing conditions analysis which will include a preliminary review of existing CITY land use, infrastructure and public facilities, and initial LOS analysis of items identified within the Capital Improvements element Policy 2.1. It is assumed current infrastructure information including locations, size(s), capacity and similar infrastructure information is available through the CITY's GIS or other readily available digital data source.

Tasks to be completed:

- Prepare a review matrix of the existing Plan including recommendations for amendment.
- Prepare an existing conditions analysis.

TASK 3: PUBLIC ENGAGEMENT AND INVOLVEMENT

Based on the PIP developed as part of Task 1.B., KIMLEY-HORN will assist the CITY of Venice in obtaining citizen input regarding the CITY's future and the direction of the Comprehensive Plan. This task is the heart of the Comprehensive Plan update including obtaining citizen input as well as the generalized direction on the form and format of the Plan. The model for this Task will include the following key elements:

A. Community Workshops

1. Based on a maximum of seven (7) neighborhoods, KIMLEY-HORN will assist the CITY to host a preliminary/kick-off workshop (city-wide) and one (1) neighborhood kick-off, data gathering meetings within each neighborhood. KIMLEY-HORN will also attend one (1) subsequent progress update workshop within each neighborhood. It is understood the preliminary kick-off workshop will be open to input on all topics. Options also include an open forum for citizen input or more interactive round-tables where citizens can respond to concepts, identify and rank concerns and opportunities.

It is understood a combination of CITY and CONSULTANT facilitators are envisioned. KIMLEY-HORN will prepare "fact sheets" with the CITY's input for distribution at the workshops. Information for community workshops will be excerpted from the kick-off meeting material. These will address Venice as it is today including population characteristics, business/economic characteristics, trends, previously identified issues and concerns, extent of development, etc. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

2. It is the intent of the community workshops to obtain a consensus "vision" for the CITY using visual and form based techniques. The vision is intended to identify key (common) themes for development including land use (growth) areas/corridors, redevelopment opportunities, environmental, multi-modal opportunities, and community focal points.
3. The CITY will be responsible for public notices and for securing the date and locations of the community workshops.

- B. KIMLEY-HORN will, in association with our subconsultant, perform an online interactive survey. This survey will be designed by the CONSULTANT and administrated by MetroQuest (<http://metroquest.com>). The MetroQuest survey is recommended to occur twice (early and later in the process) to (1) obtain preliminary feedback and community comment and (2) obtain comment on recommended Plan policies.
- C. The CONSULTANT will create and distribute E-blasts (i.e. brief emails that highlight ongoing tasks associated with the plan). The frequency and timing of the E-blasts will be dictated by project milestones. To communicate more detailed information, the CONSULTANT also will produce and distribute three newsletters. A digital (PDF) copy of each newsletter will be provided to the CITY for printing.
- D. KIMLEY-HORN will conduct up to four (4) progress meetings with the Planning Commission. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. KIMLEY-HORN will also attend up to four (4) progress meetings with the CITY Council to assist the Planning Commission Chair and CITY staff to provide status updates and respond to questions. It is understood the Planning Commission Chair and CITY staff will provide additional progress reviews and updates on a bi-monthly basis outside of these progress meetings and without KIMLEY-HORN presence. The CONSULTANT will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. It is understood one of the progress meetings will be used to review the draft GOPs prepared as part of Task 6.
 - i. Amendment to Provide: Attend up to ten (10) additional progress meetings with the Planning Commission and City staff.

TASK 4: MARKET STUDY

The assessment of development potential in the CITY through the planning horizon, based on results of the market study, will guide the development of new goals and objectives related to land use changes and development.

This task will combine quantitative demographic and economic, and real estate data with qualitative research to identify future development and/or redevelopment opportunities defined by the CITY. Qualitative research will be gathered through a series of stakeholder interviews with community leaders, area businesses, local civic and cultural organizations, and educational and non-profit anchors. Research will also be conducted to identify economic and market forces impacting the CITY, including major public and private investments. The tasks associated with the market study are described below.

- A. Demographic Analysis – Analyze population and household trends for the CITY, and compare these trends to Sarasota County. Demographic and socioeconomic factors will include income, age, and race. In addition to standard demographic sources, KIMLEY-HORN will also review market data provided by the State of Florida and local stakeholders prior to the completion of the demand forecasts.
- B. Employment Analysis – Analyze Sarasota County at-place employment trends by industry, identifying sectors experiencing the strongest growth. Current at-place employment data for the CITY will also be provided. A comparison of at-place employment and employed trade area residents will determine the level of worker inflow and outflow. When possible, local employment data provided by major employers in the CITY will also be incorporated into the analysis.

- C. **Residential Analysis** – Collect and analyze housing data by tenure, type, and growth in number of units. An analysis of for-sale and rental housing market trends for a submarket incorporating the CITY will also be completed. New for-sale and rental housing that could be supported in the CITY will be forecasted for the planning period.
- D. **Retail Analysis** – Provide an overview of retail absorption, vacancy, and rent trends for a submarket incorporating the CITY. As available, leasing data from major retail centers will be incorporated. KIMLEY-HORN will forecast household expenditure potential growth by major retail category and estimate the sales capture for the CITY based on the geographic distribution of existing competitive retail centers. Estimate the potential amount of “inflow” spending from tourists at the nearby beaches based in part on input from economic developers and local tourism industry representatives. Determine the demand for additional retail services that could be supported by type during the planning period.
- E. **Office and Industrial Analysis** – Provide an overview of office and industrial absorption, vacancy, and rents for a submarket containing the CITY and forecast the demand for additional square footage that could be supported during the planning period. The office forecast will be based in part on job projections for the CITY.
- F. **Hotel Analysis** – Review the current distribution of hotels in CITY and identify demand generators for potential new facilities. Forecast the number of hotels that could be supported during the planning period.

TASK 5 DELETED PER AMENDMENT NO. 1

TASK 6: UPDATE GOALS, OBJECTIVES AND POLICIES

With the recommended amendments from the Public Workshops and the individual DIA reports serving as the foundation, the CONSULTANT will update the GOPs for each of the comprehensive plan elements as identified through the previous Tasks. It is understood the GOPs will be formatted into neighborhood components based on the maximum seven neighborhood areas of the City as well as general GOPs which apply city-wide. The GOPs will be organized into the respective required elements of Chapter 163.3177, Florida Statutes. Recommendations either in the form of the Capital Improvements Plan or subsequent planning studies will also include generalized planning level of costs.

Amendment to Provide: Kimley-Horn will also revise the proposed Future Land Use Map and related Neighborhood Future Land Use Maps up to five (5) times total.

Amendment to Provide: Based on the revised and updated Future Land Use Maps, Kimley-Horn will identify the maximum land use carrying capacity, residential and non-residential, for each land use type and revise the carrying capacity analysis up to two (2) times.

Draft GOPs will be provided to City staff for review and comment. KIMLEY-HORN will respond to up to two (2) rounds of revisions to the draft GOPs based upon review by Staff. City staff will be responsible for compiling and submitting one set of review comments to KIMLEY-HORN.

As noted in Task 3.D., KIMLEY-HORN will present the revised draft GOPs to the Planning Commission one (1) time and revise the draft GOPs one (1) time based on the comments received from the Planning Commission. It is understood this meeting is included as one of the four progress meetings provided in that specific task. Additional progress and review meetings with the Planning Commission will be provided as an additional service.

Up to 10 printed copies and one electronic copy of the GOPs will be provided to the CITY as part of this task.

This Task does not include the preparation and/or update of the Airport Master Plan which is identified as an optional component under Chapter 163.3177(6)(b)4.

TASK 7: LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL

KIMLEY-HORN will present the DIAs and GOPs in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

KIMLEY-HORN will revise the draft DIA and GOPs per LPA comments one time per Planning Commission comments. Upon completion of the revisions as directed, KIMLEY-HORN will present the revised DIA and GOPs to the CITY Council for review and transmittal. KIMLEY-HORN will assist the CITY with the production and transmittal of the proposed amendments to the Florida Department of Economic Opportunity and review agencies for comment per Task 8.

TASK 8: RESPONSE TO ORC REPORT

KIMLEY-HORN will assist the CITY to respond to one (1) set of comments through the objections, recommendations and comments (ORC) report.

TASK 9: CITY COUNCIL HEARING – ADOPTION

KIMLEY-HORN will present the final DIAs and GOPs in cooperation with CITY staff to the CITY Council for review and adoption of the Comprehensive Plan amendments at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

Additional Services

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

- Public outreach meetings, workshops, public hearings and similar beyond those identified above.
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non GIS sources.
- Developing a TCEA mobility plan, mobility fee, or mobility strategies as part of the Comprehensive Plan amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community planning, urban design, economic and engineering studies and plans other than prescribed in this scope.
- Community planning, urban design, economic and engineering studies and plans as appropriate.
- Development review.
- Development of zoning code, overlay codes or similar.
- Transportation analysis and modeling.

- Development of design and or architectural standards.
- Meetings, workshops, charrettes and public hearings not specifically referenced in the above scope of services.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided By CITY

The CONSULTANT shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by KIMLEY-HORN during the project as necessary and in support of the project.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed (transmitted) by July 1, 2017. Meeting dates are subject to CITY schedule; ORC issued 60 days post transmittal – it is assumed KIMLEY-HORN will prepare responses to ORC Report comments within 30 days of receipt of the ORC Report.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute KIMLEY-HORN attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in Tasks identified above for the lump sum fees of \$252,000 as outlined below.

For the services and tasks requested through this scope of services, KIMLEY-HORN proposes the following fees:

| | | |
|----------------------------------|--|------------------|
| TASK 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,800 |
| TASK 2 | CURRENT PLAN ANALYSIS | \$ 31,000 |
| TASK 3 | PUBLIC ENGAGEMENT AND INVOLVEMENT | \$ 55,500 |
| TASK 4 | MARKET STUDY | \$ 27,000 |
| TASK 5 | <i>DELETED PER AMENDMENT NO. 1</i> | |
| TASK 6 | UPDATE GOALS, OBJECTIVES AND POLICIES (GOPS) | \$ 87,000 |
| TASK 7 | LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING – TRANSMITTAL | \$ 26,500 |
| TASK 8 | RESPONSE TO ORC REPORT | \$ 12,000 |
| TASK 9 | CITY COUNCIL HEARING – ADOPTION | <u>\$ 5,200</u> |
| Total Fees & Expenses | | \$252,000 |

**FOURTH AMENDMENT TO WORK ASSIGNMENT NO. 1 PURSUANT TO
THE MAY 26, 2015, AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, on July 14, 2015, the CITY and CONSULTANT entered into Work Assignment No. 1 (the "Work Assignment") authorizing the CONSULTANT to perform professional services concerning the update of the CITY's Comprehensive Plan as set forth in a Scope of Services attached thereto; and

WHEREAS, on August 16, 2016, the CITY and CONSULTANT mutually agreed to amend the Work Assignment (First Amendment) to revise the Scope of Work and Project Schedule.

WHEREAS, the CITY and CONSULTANT mutually agreed to further amend the Work Assignment (Second Amendment and Third Amendment) to revise the Scope of Work and Project Schedule.

WHEREAS, the CITY and CONSULTANT have now determined that some revisions to the Scope of Services attached to the amended Work Assignment are necessary.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement, the Work Assignment, First Amendment, Second Amendment and Third Amendment, the parties hereby agree to further amend the Work Assignment as follows:

1. Scope of services to be performed. CONSULTANT shall perform the services described in the revised Scope of Services, which includes a fee schedule and project schedule, attached hereto as Exhibit "A." This revised Scope of Services shall replace the Scope of Services, which was attached as Exhibit "A" to the Work Assignment pursuant to the Second Amendment.
2. Time for completion. CONSULTANT shall complete the professional services specified in Exhibit "A" no later than December 1, 2017, except upon mutual agreement between the CITY and the CONSULTANT.
3. Initial Compensation- The CONSULTANT will be paid a Lump Sum amount of \$252,000.00 previously approved in WA No. 1. As CITY and CONSULTANT agree,

the services included under this Amendment #4 to WA No. 1, at additional compensation Not to Exceed \$15,000, as detailed in Attachment A, bringing total compensation for WA No. 1 not to exceed \$267,000.00.

4. All other terms and conditions of the Work Assignment shall remain in full force and effect.
5. The terms and conditions of the May 26, 2015, Agreement shall remain in full force and effect until the completion of the Work Assignment as amended.

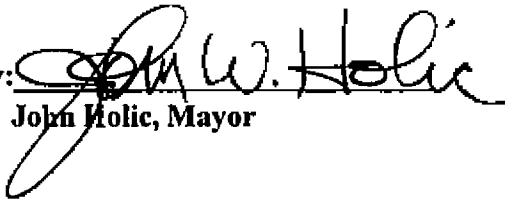
IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Work Assignment No. 1 on the 30 day of October, 2017.

KIMLEY-HORN AND ASSOCIATES

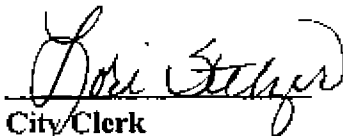


Thomas M. Stovall, P.E.
Senior Vice President

CITY OF VENICE, FLORIDA

By: 
John Holic, Mayor

ATTEST:


City Clerk

**WORK ASSIGNMENT NO. 2 PURSUANT TO
THE MAY 26, 2015, AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, the CITY wishes to authorize the CONSULTANT to perform professional services concerning the City's Land Development Code as more particularly described in the Scope of Services contained herein; and

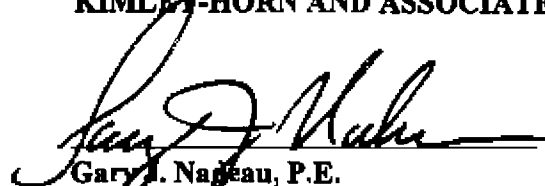
WHEREAS, the CONSULTANT wishes to perform such professional services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement, the parties hereby agree to f the Work Assignment as follows:

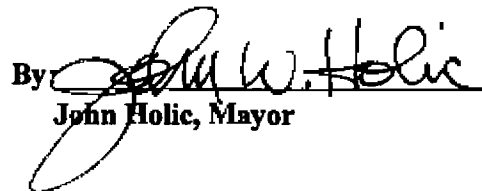
1. Scope of services to be performed. CONSULTANT shall perform the services attached hereto as; Exhibit "A" -Scope of Services, which includes a fee schedule, Exhibit "B"- project schedule, Exhibit "C" - Proposed Outline, and Exhibit "D"- Mixed Use Code Identification.
2. Time for completion. CONSULTANT shall complete the professional services under this Work Assignment no later than September 30, 2019, except upon mutual agreement between the CITY and the CONSULTANT.
3. Compensation to be paid. CITY shall pay the CONSULTANT the not-to-exceed sum of three hundred twenty-five thousand dollars (\$325,000.00) for performance of the professional services specified in this Work Assignment.
4. The terms and conditions of the May 26, 2015, Agreement shall remain in full force and effect until the completion of the Work Assignment.

IN WITNESS WHEREOF, the parties have executed this Work Assignment No. 2 on the 23
day of January, 2018.

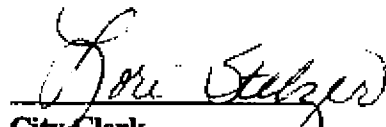
KIMLEY-HORN AND ASSOCIATES


Gary J. Nadeau, P.E.
Vice President

CITY OF VENICE, FLORIDA

By 
John Holic, Mayor

ATTEST:


City Clerk

Approved By City Council

Date: 11/23/2018

EXHIBIT A

SCOPE OF SERVICES

Work Assignment No: 2

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("KIMLEY-HORN" or the "CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting services to assist with the update of the CITY's Land Development Code ("Code"). The project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Code update.

Scope of Services

TASK 1 – PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

A. KIMLEY-HORN will attend one kick-off meeting with CITY staff to begin the project. The kick-off meeting will be used to identify needs, responsibilities of KIMLEY-HORN and the CITY (CITY departments and staff), and preliminary schedules. Prior to the meeting, KIMLEY-HORN will identify data and information needs for the update of the City's Code. It is understood the following Sections will be evaluated for the Code update. It is understood that Sections 106, 118 and 122 are to be reformatted and inserted into other sections of the Code. It is further understood that Section 90 specific to Buildings and Building Regulations and Section 98 will include general references and update of language and that CITY staff will provide KIMLEY-HORN with language to be inserted:

- 86. LDC
- 90. Buildings and Building Regulations
- 94. Concurrency Management
- 98. Floods
- 106. Natural Resources
- 118. Vegetation
- 122. Zoning

B. KIMLEY-HORN will meet with Staff to refine the initial approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the Code update will be undertaken consistent with the Tentative Schedule included as Exhibit B, Proposed Outline and Proposed Task Assignments included as Exhibit C and Mixed Use Code Identification and Examples identified as Exhibit D.

Tasks to be completed:

- Attendance at one (1) kick-off meeting with City staff.
- Identify data and information needs for the update of the Code.

TASK 2 – CURRENT CODE ANALYSIS & PROCEDURES

KIMLEY-HORN will review the CITY's current Code, limited to the Sections identified in Task 1A above and identify strengths and opportunities weaknesses of the current Code. KIMLEY-HORN will as part of this initial task specifically perform the following tasks:

- A. Review the Code for consistency with the adopted 2017-2027 Comprehensive Plan including the Transitional Items identified during the Comprehensive Plan's review and development.
- B. It is understood, the City will provide KIMLEY-HORN with a list of items for review, consideration and or conflict based on their use of the current Code including staff review procedures and review boards including identification of needed amendments. KIMLEY-HORN will utilize the City's information as the basis for amending the review procedures and boards.
- C. KIMLEY-HORN will develop a review "Matrix" of recommended Code provisions for amendment including justification(s). This task includes review up to two (2) times with staff and presentation up to two (2) times to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3. Additional meetings with staff and or the Planning Commission in support of this task will be provided as an additional service.
 - a. KIMLEY-HORN will review one (1) additional time with staff to review and revise the Matrix.

Tasks to be completed:

- Prepare a review matrix of the existing Code including recommendations for amendment.
- Present the review matrix to the Planning Commission up to two (2) times.

TASK 3 -- PROGRESS MEETINGS

KIMLEY-HORN will attend the following meetings in support of this Task as follows:

- A. KIMLEY-HORN will attend up to five (5) progress meetings with the Planning Commission during the course of the Code review and update including quarterly updates with the Planning Commission and the community workshops. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. KIMLEY-HORN will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. The CITY may utilize these meetings for review and presentation of specific topics of the proposed Code amendments. KIMLEY-HORN will provide up to two (2) team members for each meeting; additional staff may participate via teleconference call.
 - a. KIMLEY-HORN will attend up to three (3) additional progress meetings with the Planning Commission to provide updates and receive comments.
- B. KIMLEY-HORN will meet with City staff up to 15 times, assumed to be provided bi-weekly, to review and discuss the Code components separate from the meetings in Task 3.A. It is understood these will be provided via conference call.
 - a. KIMLEY-HORN will attend up to 10 additional progress meetings with Staff to review and discuss the Code components.
- C. Progress meetings, community workshops and similar meetings beyond those listed in the "Tasks to be completed" will be provided as an additional service.

Tasks to be completed:

- Prepare for and attend progress meetings with the Planning Commission and City staff. These progress meetings are understood to occur over the duration of the complete LDC review and adoption process.
- Attend progress meetings with City staff via conference call.

TASK 4 – UPDATE LAND DEVELOPMENT CODE AND ZONING MAP & REVISIONS

- A. With the recommended amendments from Task 1 and 2, KIMLEY-HORN will update the respective sections of the City's Land Development Code consistent with the Proposed Outline (Exhibit C). The proposed Mixed Use Code is identified and provided for in Task 5: Mixed Use Code. It is understood that simplified graphics, photographs and images may be used to convey certain topics; however, detailed designs, graphics, designs or similar are understood to not be provided. The City staff will be responsible for providing specific language for amendment to the Building and Floodplain portions of the Code.
- B. Upon receipt of the information and recommended Code language from the City including sections 90 and 98, KIMLEY-HORN will format the information and insert it into the draft Code.
- C. Draft Code provisions will be provided to City staff for review and comment. KIMLEY-HORN will respond to up to two (2) rounds of revisions to the draft standards based upon review by Staff. City staff will be responsible for compiling and submitting one set of compiled review comments to KIMLEY-HORN.
- D. KIMLEY-HORN will present the Code provisions developed in this Task up to two (2) times to the Planning Commission as part of a community workshop, and include and solicit public review and input.
 - a. KIMLEY-HORN will present the Code provisions one (1) additional time to the Planning Commission as part of a community workshop.
- E. KIMLEY-HORN will work with the City staff to identify and update the City's Zoning Map based on information obtained from City staff and available through the adoption of the City's 2017-2027 Comprehensive Plan. This task will include the development of a database of parcels within the City limits and identifying their current zoning district and the proposed zoning district. It is understood the City will be responsible for notifying property owners and the processing of zoning (rezoning) requests if Zoning Map Amendments are identified.

This Task does not include the preparation and/or update of the Airport Master Code or specific utility plans and analysis, including but not limited to the water supply facilities plan, sanitary sewer master plan and or stormwater master plan. It is also understood specific to Concurrency, the City will continue to utilize the Mobility Fee and Standards adopted by the City Council and consistent with Sarasota County standards.

TASK 5 -- MIXED USE CODE & REVISIONS

It is understood the CITY desires to develop and implement a Form Based Code (FBC) or similar for portions of the City specifically limited to the Mixed Use Future Land Use designated areas excluding the Mixed Use Residential and Mixed Use Airport designated areas.

Specifically, KIMLEY-HORN will prepare the following items specific to the Mixed Use Code:

- A. Draft the preliminary regulating plan identifying the respective Mixed Use districts ("Districts") identified in Exhibit D limited to a maximum of five (5) sub-districts
 - a. KIMLEY-HORN will develop Mixed Use district standards for an additional three (3) sub-districts
- B. Development Standards for each will be based on the Mixed Use Code Identification Examples (Exhibit D). It is assumed the information will be presented in simplified graphics (black and white) and tables. KIMLEY-HORN will prepare summary graphics illustrating up to four (4) topic/subject graphics for the following: roadway types, lot configurations including frontage and build-to-zone, typical landscape buffers, pedestrian/active use areas (up to a maximum of 25 total graphics). It is understood graphics may be used (applied) to more than one Mixed Use area. An example of the Code format and graphics is provided as Exhibit D.
- C. KIMLEY-HORN will, based on the agreed upon schedule, assist the City to present the draft Code as part of a up to three (3) public workshops. It is understood the sessions would be provided as part of the Planning Commission update & progress meetings and not in addition to. KIMLEY-HORN will prepare a PowerPoint Presentation including preliminary graphics to illustrate key portions of the proposed Code and questionnaire in support of this task, and summarize the results of the workshops. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.
 - a. KIMLEY-HORN will present the Mixed Use Code at two (2) additional Planning Commission workshops.
- D. KIMLEY-HORN will revise the Code section including supporting graphics up to two (2) times based on CITY directed comments. City staff will be responsible for compiling and submitting one set of compiled review comments to KIMLEY-HORN.

TASK 6 – LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING (FUTURE TASK/TASK ASSIGNMENT #3)

KIMLEY-HORN will present the revised and updated Code in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices

KIMLEY HORN will revise the draft Code (Code as identified in Task 1 as a whole, not respective, individual sections) up to two (2) times total per Planning Commission comments. Upon completion of the revisions as directed, KIMLEY-HORN will present the Code to the CITY COUNCIL for review and approval up to two (2) times.

Additional Services

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

- Meetings, workshops, public hearings and similar beyond those identified above.
- Post Code adoption comprehensive plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
- Developing a TCEA mobility Code, mobility fee, or mobility strategies as part of the Code amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community Planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.
- Community Planning, urban design, economic and engineering studies.
- Development review including the review of "test cases".
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided by City

KIMLEY-HORN shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by KIMLEY-HORN during the project as necessary and in support of the project including the GIS database including the zoning layers, floodplains/floodplain management.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed based on the schedule provided in Exhibit B; meeting dates are subject to CITY schedule.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute KIMLEY-HORN attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in TASKS 1-5 identified above for the lump sum fees of \$325,000 as outlined below. (It is understood items identified as "a." above (2.C.a, 3.A.a, 3.B.a, 4.D.a, 5.A.a 5.C.a) and TASK 6 will be provided as part of a subsequent Task Assignment/Task Assignment #3 as outlined below for a total lump sum fees (inclusive of all TASKS) of \$431,000.)

For the services and tasks requested through this scope of services, KIMLEY-HORN proposes the following fees:

| TASK | DESCRIPTION | FEE |
|--|--|------------------|
| 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,000 |
| 2 | CURRENT CODE ANALYSIS & PROCEDURES | \$ 90,000 |
| 3 | PROGRESS MEETINGS | \$ 22,500 |
| 4 | UPDATE LAND DEVELOPMENT CODE AND ZONING MAP & REVISIONS (INCLUDES CONCURRENCY) | \$140,000 |
| 5 | MIXED USE CODE & REVISIONS | \$ 65,500 |
| TOTAL FEES AND EXPENSES | | \$325,000 |
| FUTURE TASK/TASK ASSIGNMENT #3 | | |
| 6 | LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING | \$ 18,500 |
| a. | 2.C.a, 3.A.a, 3.B.a, 4.D.a 5.A.a, 5.C.a | \$ 87,500 |
| TOTAL FEES AND EXPENSES TASK ASSIGNMENT #3 | | \$106,000 |
| GRAND TOTAL FEES & EXPENSES (ALL TASKS INCLUDING ASSIGNMENT #3) | | \$431,000 |

EXHIBIT C

PROPOSED OUTLINE

Proposed Chapters to be updated for the City of Venice Land Development Regulations (LDR)- Subpart B. Note, items in bold italics are assumed to be minor updates and include only relocation from the current section to a new section and/or reformatted reflecting current terminology.

86. LDC

90. Buildings and Building Regulations

94. Concurrency Management

98. Floods

106. *Natural Resources*

118. *Vegetation*

122. *Zoning*

PROPOSED OUTLINE

The Proposed Outline identifies the outline for the proposed LDR update (Subpart B). Items in parenthesis reflect the current LDR Chapter. It is understood, the LDR update is intended to provide for:

- a. *Consolidation*
 1. *Removal of unused districts*
- b. *Modernization*
- c. *Standardization*
- d. *Provide Linkages to Comp Plan*

The Proposed Format includes: Chapter/Article/Section [Staff/Consultant]

1. Purpose & Intent [10/90]
2. Administration and Review Authorities (86) [20/80]
 - a. Boards
 - b. Staff
3. Implementation of Comp Plan (86) [15/85]
4. Development Review Procedures (86) [15/85]
 - a. Land Use (Rezoning/Comp Plan)
 - b. Site Plans
 - c. Plats
 - d. Special Exception
 - e. Variance
 - f. Conditional Use
 - g. Other

- 5. Zoning Districts (86, 122) [15/85]
 - a. Residential
 - b. Non-Residential
 - c. Other
- 6. Mixed Use Districts [15/85]
 - a. See attached spreadsheet
- 7. Zoning Map [20/80]
 - a. Parcel based
- 8. Design & Development Standards (86, 98, 106, 118, 122) [20/80]
 - a. Compatibility
 - b. Architectural Standards
 - c. Storm water
 - d. Roadways
 - e. Subdivision
 - f. Floodplain Management
 - g. Environmental
 - h. Other
- 9. Special Use Standards [15/85]
 - a. Telecommunications, etc
- 10. Non-Conforming Uses and Structures [20/80]
- 11. Concurrency (94) [25/75]
 - a. Includes Sarasota County Mobility
- 12. Buildings (90) [65/35]
- 13. Post Code Comprehensive Plan Amendments [15/85]

PROPOSED TASK ASSIGNMENTS

TASK ASSIGNMENTS -- To be finalized during initial Kick-Off Meeting. Note the Schedule provided below is for general reference only and the formal schedules is provided as part of Exhibit C

| Players | Comments |
|---|---|
| City Staff Committees Consultant | |
| City Staff | Existing Code Development Review Procedures Boards (review and authority; continued or consolidated) |
| Consultant | Existing Code Development Review Procedures Review Matrix/"Roadmap" |
| City Staff Consultant | Floodplain Management Buildings and Building Regulations Mixed Use Code – See Exhibit D for additional information specific to the Code Conventional Zoning Districts Zoning Map (GIS format) |
| City Staff Committees Planning Commission City Council | |
| Planning Commission City Council | |

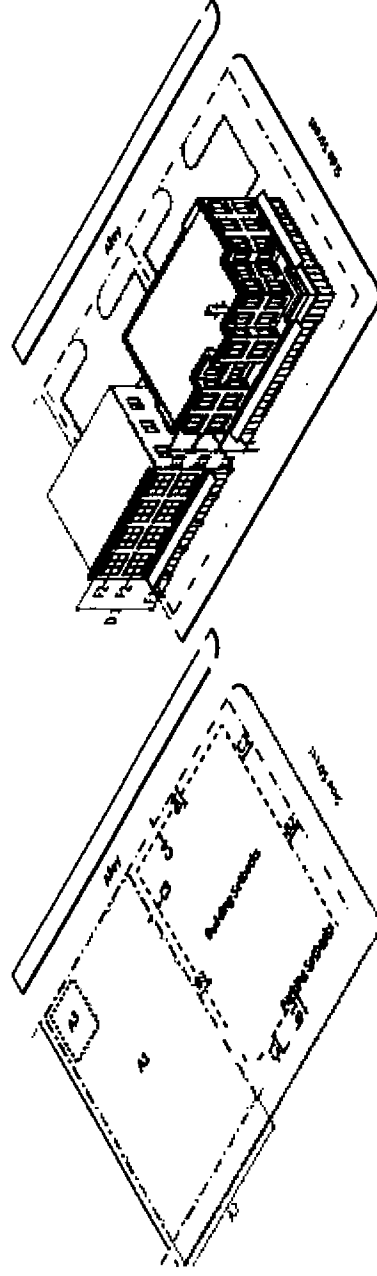
EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those identified as (#) below; additional provided with Future Task/Task Assignment #3)

| Mixed Use Areas (per Comprehensive Plan) | Proposed Sub-Districts | | | | | | | | | |
|---|------------------------|------------------------|-----------------|---------------------------------|----------------|-------------------|-------------------|-----------------|--------------------|-----------------------|
| | Downtown | | Island Corridor | | Gateway | Seaboard | | Laurel Road | Knights Trail | |
| Elements | Venice Ave (1) | North/ South (2) | Tamiami (3) | Alipor Ave ^{*1} (4) | Gateway (5) | Venice Ave (6) | Waterfront (7) | Interior (8) | Laurel Road (9) | Knights Trail (10) |
| <i>may be similar to (#)</i> | 1 | 2 | 3 | 4 | 2/3 | 1 | 7 | 8 | 3 | 3 |
| Mobility Zone | | | | | | | | | | |
| Street | | | | | | | | | | |
| Pedestrian /Active Use | | | | | | | | | | |
| Landscape | | | | | | | | | | |
| Built Zone | | | | | | | | | | |
| Uses | | | | | | | | | | |
| Buildings (Incl frontage/frontage types, other) | | | | | | | | | | |
| Density/intensity | | | | | | | | | | |
| Height | | | | | | | | | | |
| Parking | | | | | | | | | | |
| Built to | | | | | | | | | | |
| Zone/Setbacks | | | | | | | | | | |
| Architecture | | | | | | | | | | |
| Signage | | | | | | | | | | |
| Landscape/buffering | | | | | | | | | | |
| *1 = excludes properties located south of Alipor Avenue | | | | | | | | | | |

EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those Identified as (#) below; additional provided with Future Task/Task Assignment #3)

Example FBC Format & Components (For Reference Purposes only)

Sec. 3.2.6. Mixed Use Building



| A. Lot Dimensions | | OP, OX, NK, CX, IX | DX |
|---------------------------------------|---|-----------------------|-----------------|
| A1 | Area (min) | N/A | N/A |
| A2 | Area (max) | 10 acres (NDC only) | N/A |
| A3 | Width (min) | N/A | N/A |
| A3 | Outdoor amenity area (min) | LOAs | 10M |
| B. Building/Structure Setbacks | | | |
| B1 | From primary street (min) | 5' | 3' |
| B2 | From side street (min) | 5' | 3' |
| B3 | From side lot line (min) | 0' or 6' | 0' or 6' |
| B4 | From rear lot line (min) | 0' or 6' | 0' or 6' |
| B4 | From alley (min) | 5' | 5' |
| C. Parking Setbacks | | | |
| C1 | From primary street (min) | 10' | 10' |
| C2 | From side street (min) | 10' | 10' |
| C3 | From side lot line (min) | 0' or 3' | 0' or 3' |
| C4 | From rear lot line (min) | 0' or 3' | 0' or 3' |
| | | OP, OX, NK, CX, IX | DX |
| C4 | From alley (min) | 5' | 5' |
| D. | Height | | Set by district |
| D1 | Principal building (max) | | 25' |
| D2 | Accessory structure (max) | | 25' |
| E. Floor Heights | | | |
| E1 | Ground floor elevation (min) | | 0' |
| E2 | Ground story height, floor to floor (min) | | 13' |
| E3 | Upper story height, floor to floor (min) | | 9' |
| F. Transparency | | | |
| F1 | Ground story (min) | | 50% |
| F2 | Upper story (min) | | 20% |
| F3 | Blank wall area (max) | | 20' |
| G. Allowed Building Elements | | | |
| Self-use | | | |
| Gallery, parking | | | |

See Sec. 15.4.0 "Qualifying Setbacks" for specific building element requirements.

EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those identified as (#) below; additional provided with Future Task/Task Assignment #3)

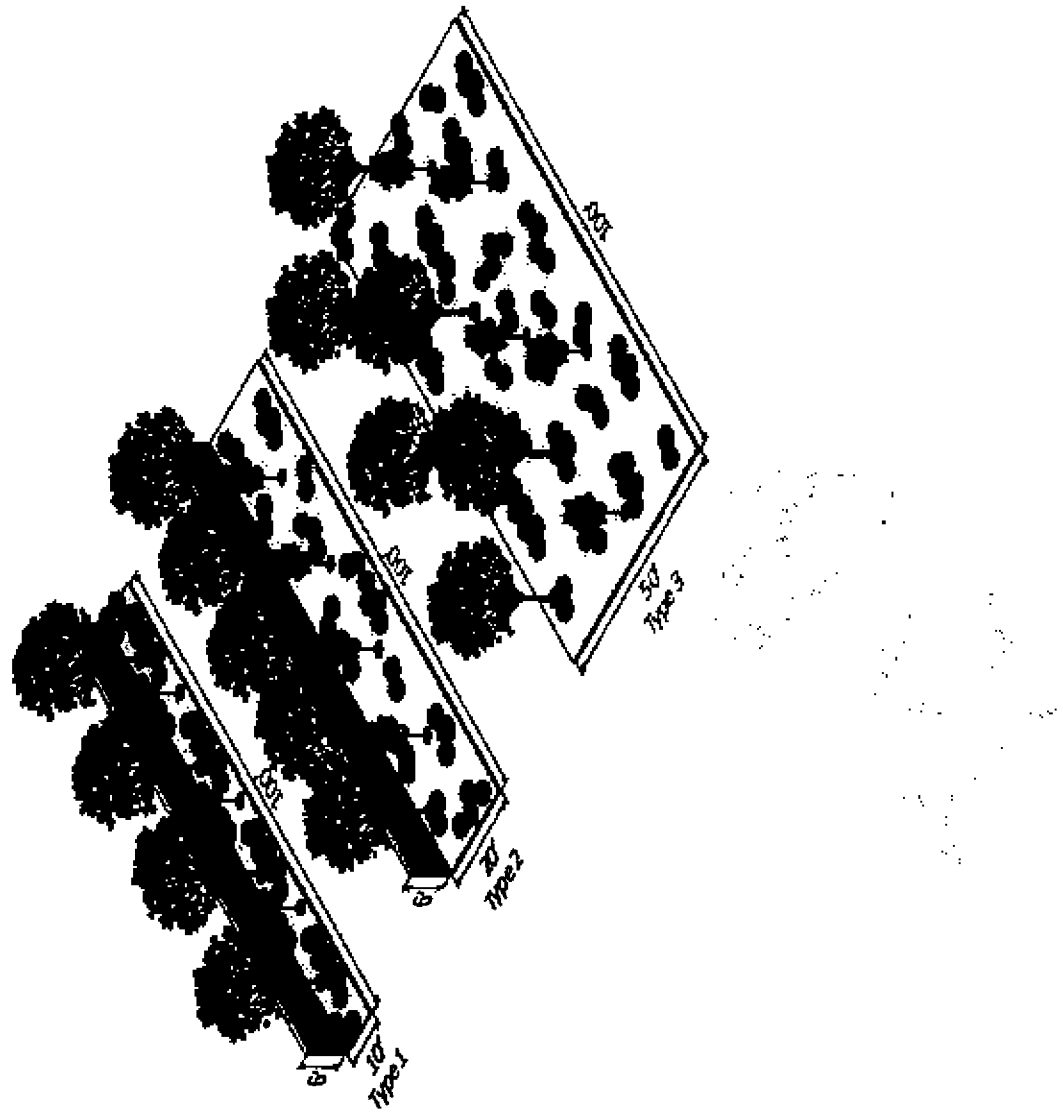


EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those identified as (#) below; additional provided with Future Task/Task Assignment #3)

4.1 District Development Standards Matrix

| Development Standards | | District 1 – Franklin | | District 2 – Barry |
|----------------------------------|--------------------------------|---|---|--|
| | | A (Franklin Pike) | B | |
| Residential Density (units/acre) | | 20 (min) | 10 (min) | 15 (min) |
| Floors (Height) | | 5 floors max (75 max) First floor: 14' min | 2 floors max (35' max) Multi-family/Mixed use may be 3 floors (45' max) | 4 floors max (80' max) |
| Lot | Depth | 120' min | 120' min | 120' min 300' max |
| | Width | 50' min | 50' min | 25' min 30' max |
| Building Placement* | Front | 6' min 15' max | 15' min | 15' max or set 30' with current setback |
| | Sides/Rear | 0/0' | 0/0' | 0/10' separation if existing windows or openings |
| | Lot Coverage | 90% max | 75% max 4,000 sf max footprint | 90% max |
| | % Requirement ² | 75% min | n/a | 75% min 50% max street wall (balconies, arcades) |
| Building Frontage | Encroachment | Balconies, arcade, shop front, awning | Balconies, arcade, shop front, awning | colonnades 5 setback from back of curb |
| | Frontage Type | Balconies, arcade, stoops, colonnades | Balconies, arcade, stoops, colonnades | Balconies, arcades, colonnades |
| | Building Entrance ³ | Visible from street | Visible from street | Along street wallway |
| Parking | Parking Ratio | See table; 50% allowable offsite | See table; 50% allowable offsite | See table; 50% allowable offsite |
| | Access | 1 curb cut (max) - 30' wide; lots > 100' frontage - 2 curb cuts | 2 curb cuts (max) - 30' wide | 1 curb cut (max) - 30' wide; alley preferred |
| | Loading | 1 space - 12' wide by 25' long | 1 space - 12' wide by 25' long | 1 space - 12' wide by 25' long |
| | Parking Placement | Sidewalk, must be behind front facade | n/a | Sidewalk |
| | Structures | Permitted | Permitted | Permitted |

One story buildings shall be required to provide the appearance of a 20 feet high minimum facade through architectural features.

²The building frontage minimum requirement may be achieved completely by building facade or a combination of building facade and street wall.

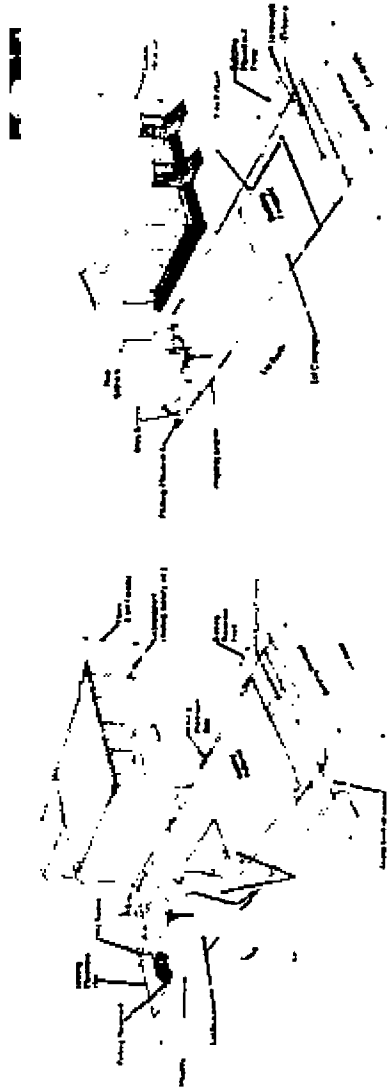
³Street walls must be designed with the same building materials and architectural appearance as the primary structure. Street walls must be no less than four feet high and no more than six feet high.

⁴Building entrances shall be no greater than 100 feet apart.

⁵Not applicable to multi-story development.

⁶Buildings on corner lots must adhere to the visibility triangle requirements in Section 3.6.1 of the General Standards. Outside of the visibility triangle, buildings on corner lots must adhere to the front and side setback requirements.

EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those identified as (#) below; additional provided with Future Task/Task Assignment #3)



| Development Standards | | District 9 - Residential | |
|----------------------------------|--------------------------------|---|---|
| | | Standard | EW of Residential |
| Residential Density (units/acre) | | 20 units/acre Low-density - no more than 20% of street frontage | 20 units/acre |
| Floors (Height) ¹ | | 2.5 floors max (40' max) | 3 floors max (40' max) |
| Lot | Depth | 120' min | 120' min |
| | Width | 50' min | 50' min |
| | Front | 15' min (includes 6' public sidewalk, 9' private sidewalk) | 20' or greater or 8' min and 10' max (includes 6' min) |
| | Side/Rear | 20' min (includes 6' min) | 20' min (includes 6' min) |
| Building Placement ² | Lot Coverage | 90% max | 90% max |
| | % Impervious ³ | 20% max | 20% max |
| | Setback ⁴ | 20' min | 20' min |
| | Frontage Type | Side/Rear, street, deep front, rear, side, rear, street, side, rear, street | Side/Rear, street, deep front, rear, side, rear, street, side, rear, street |
| Building Footprint | Building Entrance ⁵ | Located primarily along street; 20' min | On street, rear/side or porch |
| | Parking Ratio | See table; 50% min (includes 10% min) | See table; 50% min (includes 10% min) |
| | Access | 1 curb cut per lot; 20' min | 1 curb cut per lot; 20' min |
| | Loading | no | 1 space - 12' wide by 20' long |
| Parking | Parking | Side/Rear, must be behind front lot line | Side/Rear, must be behind front lot line |
| | Placement | Side/Rear, must be behind front lot line | Side/Rear, must be behind front lot line |
| | Structure | Permitted 40' behind front lot line | Permitted 40' behind front lot line |

¹ One story buildings shall be required to be designed to provide the appearance of a 20 feet high minimum facade through architectural treatments. Not required for Residential Districts if residential character is maintained consistent with adjacent properties.

² The building footprint minimum requirement may be achieved completely by building facade or a combination of building facade and street wall. Street walls must be designed with the same building materials and architectural appearance as the primary structure. Street walls must be no less than four feet high and no more than six feet high.

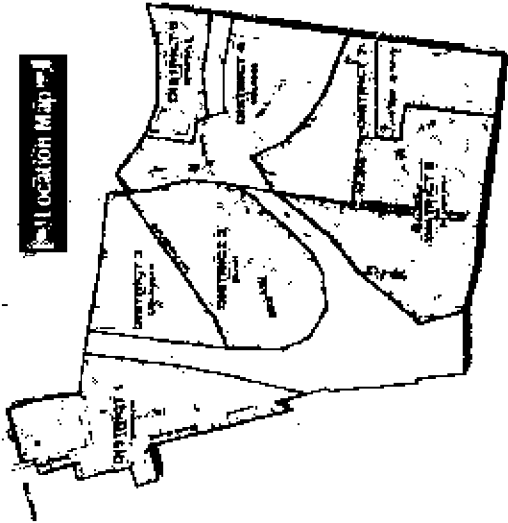
³ Building entrances shall be no greater than 100 feet apart.

⁴ Minimum access plan may be two-12 feet wide rear cuts at side property line for future joint access with adjacent property.

⁵ Buildings on corner lots must adhere to the visibility triangle requirements in Section 3.6.1 of the General Standards. Outside of the visibility triangle, buildings on corner lots must adhere to the front and side setback requirements.

EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those identified as (#) below; additional provided with Future Task/Task Assignment #3)

Street Type #5



Location Map

Street Data

| | |
|-------------------|-----------|
| ROW | 60 feet |
| Pavement width | 48 feet |
| Curb | Yes |
| Travel lanes | 12 feet |
| Direction | Two-way |
| On-street parking | 8 feet |
| Bike lanes | 4 feet |
| Sidewalk | 6 feet |
| Landscape/Swale | Butt-outs |

Typical Section

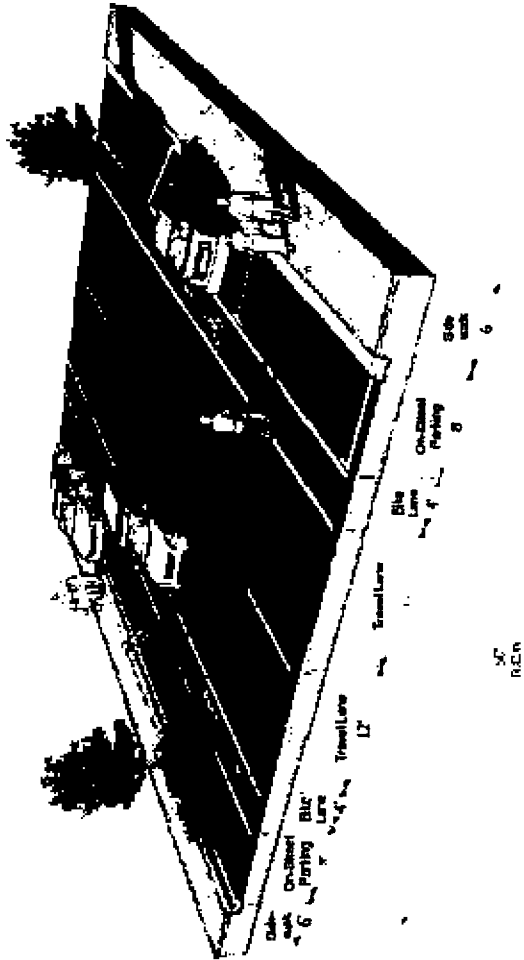
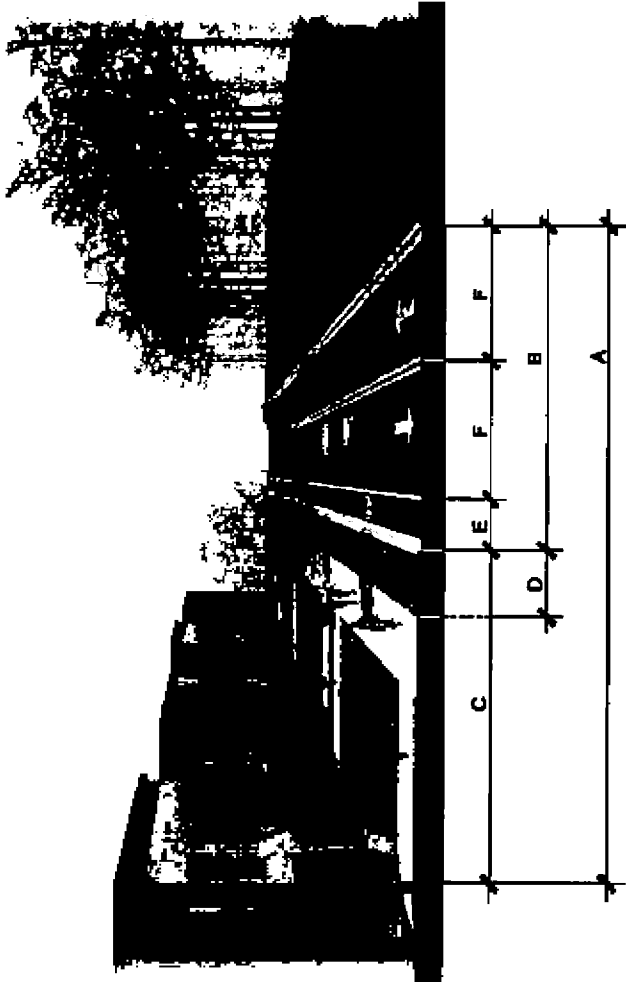


EXHIBIT D Mixed Use Code Identification and Examples (Up to a Maximum of Five Sub-Districts Initial; i.e., those identified as (#) below; additional provided with Future Task/Task Assignment #3)

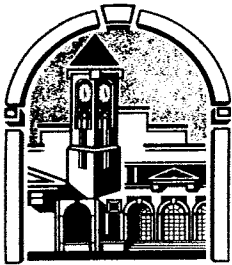


Local Street Type 3

| WIDTH | | |
|-------------|------------------------|-------------|
| A | Mobility Zone | 60' +/- |
| B | Roadway | 30' +/- |
| STREETSCAPE | | |
| C | Active use area | VARIES |
| D | Tree pit/planting zone | 4'-6' |
| E | Bicycle lane | 6' |
| F | Travel Lanes | 11' |
| LOCATION | | See Fig. 18 |

NOTES:

- 1. Parallel parking may be provided in lieu of or in addition to bike lane.
- 2. Min 10' to max 20' overall sidewalk width.





CITY OF VENICE

401 W. Venice Avenue Venice, FL. 34285-2006

Phone: (941) 486-2626 Fax: (941) 480-3031

"City on the Gulf"

TO: Ed Lavallee, City Manager 

FROM:  Jeff Shrum, Development Services Director

RE: First Amendment to Work Assignment No. 2 for the
Update of the City's Land Development Code for Kimley-Horn & Associates, Inc.

DATE: May 7, 2019

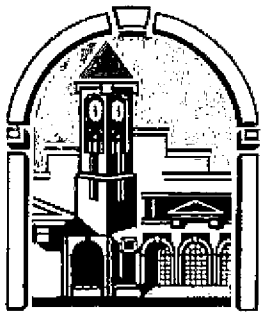
The attached Amendment to the Work Assignment No. 2 for Kimley-Horn & Associates is to Update the City's Land Development Code and to add future tasks: 1.) The revised Scope of Services (Amendment) shall supersede the original Scope of Services, refer to Exhibit A,; and 2.) All other Terms and Conditions of this Work Assignment shall remain in full force and effect until completion and 3.) In addition, there is an additional fee for this Amendment of \$106,000, which was already encumbered in Planning and Zonings FY2019 budget.

The attached document as referenced above has been approved as to form by the following:

- City Attorney
- Finance

With your approval, the attached documents will be forwarded to the City Clerk's office to obtain the required signatures of the Mayor and City Clerk. Please return to Jeff Shrum in Development Services Department for further processing. If further information is required, please do not hesitate to contact me.

cc: City Council
Peter Boers
Linda Senne



"City on the Gulf"

CITY OF VENICE

401 W. Venice Avenue Venice, FL 34285

(941) 486-2626 Fax (941) 480-3031
Suncom: 516-4382

Kimley-Horn & Associates
1777 Main Street, Suite 200
Sarasota, FL 34236

November 6, 2018

Subject: Contract Extension for Professional Land Use Planning Services

On May 26, 2015, The City of Venice and Kimley-Horn and Associates entered into an Agreement for: Professional Land Use Planning Services. Article VII, Term, of that Agreement states:

This Agreement shall continue in full force for a period of three (3) years from the date of execution by the City, and may be renewed in up to two (2) one-year increments by written notice from the City up to a maximum of five years, or until terminated in accordance with ARTICLE VIII.

At this time, the City would like to propose a retroactive extension of the Agreement referenced herein, effective from May 26, 2018, through May 25, 2020. Further, the terms and conditions of the May 25, 2015 Agreement shall remain in full force and effect until the completion of any on-going Work Assignments under this Agreement.

If this extension is acceptable to you, please acknowledge by signing below and returning this letter to me via U.S. mail.

Sincerely,

Peter A. Boers, CPPO
Procurement Manager

Agreed and Accepted By:

Thomas M. Stovall, Senior Vice President
Printed Name and Title

November 7, 2018
Date

**AMENDMENT NO. 1 TO WORK ASSIGNMENT NO. 2 PURSUANT TO
THE MAY 26, 2015, AGREEMENT BETWEEN THE
CITY OF VENICE, FLORIDA AND
KIMLEY-HORN AND ASSOCIATES**

WHEREAS, on May 26, 2015, the City of Venice, Florida ("CITY") and Kimley-Horn and Associates ("CONSULTANT") entered into an Agreement whereby the CONSULTANT would perform professional services for the CITY pursuant to an executed Work Assignment; and

WHEREAS, on January 23, 2018, the CITY and CONSULTANT entered into Work Assignment No. 2 (the "Work Assignment") authorizing the CONSULTANT to perform professional services concerning the update of the CITY's Land Development Code as set forth in a Scope of Services attached thereto; and

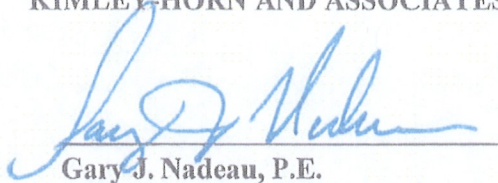
WHEREAS, the CITY and CONSULTANT have now determined that some revisions to the Scope of Services attached to the Work Assignment are necessary.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the May 26, 2015, Agreement and the Work Assignment, the parties hereby agree to amend the Work Assignment as follows:

1. Scope of services to be performed. CONSULTANT shall perform the services described in the revised Scope of Services, which includes a fee schedule and project schedule, attached hereto as Exhibit "A." This revised Scope of Services (Amendment No. 1) shall replace the Scope of Services, which was attached as Exhibit "A" to the Work Assignment.
2. All other terms and conditions of the Work Assignment shall remain in full force and effect.
3. The terms and conditions of the May 26, 2015, Agreement shall remain in full force and effect until the completion of the Work Assignment as amended.
4. The CONSULTANT is to be paid a Lump Sum amount of \$325,000.00 previously approved in the Work Assignment. CITY and CONSULTANT agree, the services included under this Amendment No. 1 to the Work Assignment, shall be for additional compensation not-to-exceed \$106,000, as detailed in Exhibit "A," bringing the total compensation for this Work Assignment to the not-to-exceed total of \$431,000.00.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Work Assignment No. 2 on the 11th day of June 2019.

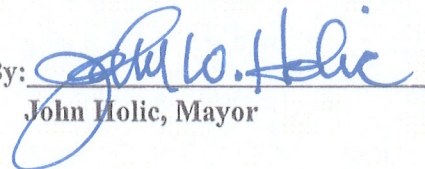
KIMLEY HORN AND ASSOCIATES, INC.



Gary J. Nadeau, P.E.

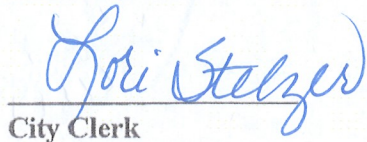
Senior Vice President

CITY OF VENICE, FLORIDA

By: 

John Molic, Mayor

ATTEST:



City Clerk

Approved By City Council

Date: 06/11/19

EXHIBIT A
SCOPE OF SERVICES

Amendment No. 1 - Work Assignment No: 2

Pursuant to the provisions contained in the "continuing services agreement" between City of Venice and Kimley-Horn and Associates, Inc. ("KIMLEY-HORN" or the "CONSULTANT") dated May 26, 2015 are pleased to submit this Scope of Services (the "Scope of Services") to the City of Venice (the "CITY") to provide professional consulting additional services to assist with the update of the CITY's Land Development Code ("Code"). Specifically, KIMLEY-HORN has been requested perform those services identified as the project will consist of updates to the data and analysis and the goals, objectives, and policies and the scope of services below. The following details the scope of services for the Code update (Note: items included in Amendment No. 1 are underlined for reference).

Scope of Services

TASK 1 -- PROJECT KICK-OFF/DATA COLLECTION/COORDINATION

A. KIMLEY-HORN will attend one kick-off meeting with CITY staff to begin the project. The kick-off meeting will be used to identify needs, responsibilities of KIMLEY-HORN and the CITY (CITY departments and staff), and preliminary schedules. Prior to the meeting, KIMLEY-HORN will identify data and information needs for the update of the City's Code. It is understood the following Sections will be evaluated for the Code update. It is understood that Sections 106, 118 and 122 are to be reformatted and inserted into other sections of the Code. It is further understood that Section 90 specific to Buildings and Building Regulations and Section 98 will include general references and update of language and that CITY staff will provide KIMLEY-HORN with language to be inserted:

- 86. LDC
- 90. Buildings and Building Regulations
- 94. Concurrency Management
- 98. Floods
- 106. Natural Resources
- 118. Vegetation
- 122. Zoning

B. KIMLEY-HORN will meet with Staff to refine the initial approach. Based on preliminary review with the Planning Commission and CITY staff, it is understood the Code update will be undertaken consistent with the Tentative Schedule included as Exhibit B, Proposed Outline and Proposed Task Assignments included as Exhibit C and Mixed Use Code Identification and Examples identified as Exhibit D.

Tasks to be completed:

- Attendance at one (1) kick-off meeting with City staff.
- Identify data and information needs for the update of the Code.

TASK 2 -- CURRENT CODE ANALYSIS & PROCEDURES

KIMLEY-HORN will review the CITY's current Code, limited to the Sections identified in Task 1A above and identify strengths and opportunities weaknesses of the current Code. KIMLEY-HORN will as part of this initial task specifically perform the following tasks:

- A. Review the Code for consistency with the adopted 2017-2027 Comprehensive Plan including the Transitional Items identified during the Comprehensive Plan's review and development.
- B. It is understood, the City will provide KIMLEY-HORN with a list of items for review, consideration and or conflict based on their use of the current Code including staff review procedures and review boards including identification of needed amendments. KIMLEY-HORN will utilize the City's information as the basis for amending the review procedures and boards.
- C. KIMLEY-HORN will develop a review "Matrix" of recommended Code provisions for amendment including justification(s). This task Includes review up to two (2) times with staff and presentation up to two (2) times to the Planning Commission for approval; this matrix will serve as the basis for the future considerations along with information obtained from Task 3. Additional meetings with staff and or the Planning Commission in support of this task will be provided as an additional service.
 - a. KIMLEY-HORN will review one (1) additional time with staff to review and revise the Matrix.

Tasks to be completed:

- Prepare a review matrix of the existing Code including recommendations for amendment.
- Present the review matrix to the Planning Commission up to two (2) times.

TASK 3 -- PROGRESS MEETINGS

KIMLEY-HORN will attend the following meetings in support of this Task as follows:

- A. KIMLEY-HORN will attend up to five (5) progress meetings with the Planning Commission during the course of the Code review and update including quarterly updates with the Planning Commission and the community workshops. These progress meetings will be a hands-on session intended to keep the Planning Commission and CITY staff aware of the project process, outcomes, and anticipated recommendations. KIMLEY-HORN will coordinate with the CITY on the date, time, and venue for each of these progress meetings. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices. The CITY may utilize these meetings for review and presentation of specific topics of the proposed Code amendments. KIMLEY-HORN will provide up to two (2) team members for each meeting; additional staff may participate via teleconference call.
 - a. KIMLEY-HORN will attend up to three (3) additional progress meetings with the Planning Commission to provide updates and receive comments.
- B. KIMLEY-HORN will meet with City staff up to 15 times, assumed to be provided bi-weekly, to review and discuss the Code components separate from the meetings in Task 3.A. It is understood these will be provided via conference call.
 - a. KIMLEY-HORN will attend up to 10 additional progress meetings with Staff to review and discuss the Code components.
- C. Progress meetings, community workshops and similar meetings beyond those listed in the "Tasks to be completed" will be provided as an additional service.

Tasks to be completed:

- Prepare for and attend progress meetings with the Planning Commission and City staff. These progress meetings are understood to occur over the duration of the complete LDC review and adoption process.
- Attend progress meetings with City staff via conference call.

TASK 4 -- UPDATE LAND DEVELOPMENT CODE AND ZONING MAP & REVISIONS

- A. With the recommended amendments from Task 1 and 2, KIMLEY-HORN will update the respective sections of the City's Land Development Code consistent with the Proposed Outline (Exhibit C). The proposed Mixed Use Code is identified and provided for in Task 5: Mixed Use Code. It is understood that simplified graphics, photographs and images may be used to convey certain topics; however, detailed designs, graphics, designs or similar are understood to not be provided. The City staff will be responsible for providing specific language for amendment to the Building and Floodplain portions of the Code.
- B. Upon receipt of the information and recommended Code language from the City including sections 90 and 98, KIMLEY-HORN will format the information and insert it into the draft Code.
- C. Draft Code provisions will be provided to City staff for review and comment. KIMLEY-HORN will respond to up to two (2) rounds of revisions to the draft standards based upon review by Staff. City staff will be responsible for compiling and submitting one set of compiled review comments to KIMLEY-HORN.
- D. KIMLEY-HORN will present the Code provisions developed in this Task up to two (2) times to the Planning Commission as part of a community workshop, and include and solicit public review and input.
 - a. KIMLEY-HORN will present the Code provisions one (1) additional time to the Planning Commission as part of a community workshop.
- E. KIMLEY-HORN will work with the City staff to identify and update the City's Zoning Map based on information obtained from City staff and available through the adoption of the City's 2017-2027 Comprehensive Plan. This task will include the development of a database of parcels within the City limits and identifying their current zoning district and the proposed zoning district. It is understood the City will be responsible for notifying property owners and the processing of zoning (rezoning) requests if Zoning Map Amendments are identified.

This Task does not include the preparation and/or update of the Airport Master Code or specific utility plans and analysis, including but not limited to the water supply facilities plan, sanitary sewer master plan and or stormwater master plan. It is also understood specific to Concurrency, the City will continue to utilize the Mobility Fee and Standards adopted by the City Council and consistent with Sarasota County standards.

TASK 5 -- MIXED USE CODE & REVISIONS

It is understood the CITY desires to develop and implement a Form Based Code (FBC) or similar for portions of the City specifically limited to the Mixed Use Future Land Use designated areas excluding the Mixed Use Residential and Mixed Use Airport designated areas.

Specifically, KIMLEY-HORN will prepare the following items specific to the Mixed Use Code:

- A. Draft the preliminary regulating plan identifying the respective Mixed Use districts ("Districts") identified in Exhibit D limited to a maximum of five (5) sub-districts.
- a. KIMLEY-HORN will develop Mixed Use district standards for an additional three (3) sub-districts. The Districts/Sub-districts are identified as follows: Mixed Use Downtown (Center/General/Waterfront), Mixed Use Seaboard (Center/General/Waterfront), Mixed Use Corridor-Tamiami Trail North/Tamiami Trail South, Airport Boulevard, Gateway North, Gateway Fisherman's Wharf, Laurel Road East/West, Knights Trail.
- B. Development Standards for each will be based on the Mixed Use Code Identification Examples (Exhibit D). It is assumed the information will be presented in simplified graphics (black and white) and tables. KIMLEY-HORN will prepare summary graphics illustrating up to four (4) topic/subject graphics for the following: roadway types, lot configurations including frontage and build-to-zone, typical landscape buffers, pedestrian/active use areas (up to a maximum of 25 total graphics). It is understood graphics may be used (applied) to more than one Mixed Use area. An example of the Code format and graphics is provided as Exhibit D.
- C. KIMLEY-HORN will, based on the agreed upon schedule, assist the City to present the draft Code as part of a up to three (3) public workshops. It is understood the sessions would be provided as part of the Planning Commission update & progress meetings and not in addition to. KIMLEY-HORN will prepare a PowerPoint Presentation including preliminary graphics to illustrate key portions of the proposed Code and questionnaire in support of this task, and summarize the results of the workshops. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.
- a. KIMLEY-HORN will present the Mixed Use Code at two (2) additional Planning Commission workshops.
- D. KIMLEY-HORN will revise the Code section including supporting graphics up to two (2) times based on CITY directed comments. City staff will be responsible for compiling and submitting one set of compiled review comments to KIMLEY-HORN.

TASK 6 -- LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING

KIMLEY-HORN will present the revised and updated Code in cooperation with CITY staff to the Planning Commission two (2) times sitting as the Local Planning Board (LPA) for review and comment at a publicly noticed hearing. The CITY will be responsible for providing the meeting place and meeting advertisement/public notices.

KIMLEY-HORN will revise the draft Code (Code as identified in Task 1 as a whole, not respective, individual sections) up to two (2) times total per Planning Commission comments. Upon completion of the revisions as directed, KIMLEY-HORN will present the Code to the CITY COUNCIL for review and approval up to two (2) times.

Additional Services

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

- Meetings, workshops, public hearings and similar beyond those identified above.
- Post Code adoption comprehensive plan amendments (scope and fee to be provided post adoption based on the agreed upon amendments).
- Infrastructure analysis beyond that referenced in the above scope of services.
- GIS information creation, analysis or manipulation of data, or the creation of infrastructure information from non-GIS sources.
- Developing a TCEA mobility Code, mobility fee, or mobility strategies as part of the Code amendments not required by Florida Statutes.
- Additional revisions beyond those referenced in the above scope of services.
- Any additional community Planning, urban design, economic and engineering studies and Codes other than prescribed in this scope.
- Community Planning, urban design, economic and engineering studies.
- Development review including the review of "test cases".
- Transportation analysis and modeling.
- Development of design and or architectural standards.
- Additional reproduction needs for draft/final documents referenced in the above scope of services.

Information Provided by City

KIMLEY-HORN shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives. The CITY shall provide all information requested by KIMLEY-HORN during the project as necessary and in support of the project including the GIS database including the zoning layers, floodplains/floodplain management.

Schedule

This Task Assignment shall commence upon Notice to Proceed by the CITY of Venice. Our anticipated (tentative) schedule for the project will be mutually agreed upon but is anticipated to be completed based on the schedule provided in Exhibit B; meeting dates are subject to CITY schedule.

In the event of unforeseen conflicts or delays, schedule modifications will be made with CITY approval. This schedule does not constitute KIMLEY-HORN attendance at all events, but acknowledgement of the timeline.

Fee and Expenses

The CONSULTANT will perform the services in TASKS 1-5 identified above for the lump sum fees of \$325,000 as outlined below. [It is understood items identified as "a." above (2.C.a, 3.A.a, 3.B.a, 4.D.a, 5.A.a, 5.C.a) are to be provided as part of this Amendment No. 1; and TASK 6 will be provided as part of a subsequent Task Assignment/Task Amendment as outlined below for a total lump sum fees (inclusive of all TASKS) of \$431,000.]

For the services and tasks requested through this scope of services, KIMLEY-HORN proposes the following fees:

| TASK | DESCRIPTION | FEE |
|--|--|-------------------------|
| 1 | PROJECT KICK-OFF/DATA COLLECTION/COORDINATION | \$ 7,000 |
| 2 | CURRENT CODE ANALYSIS & PROCEDURES | \$ 90,000 |
| 3 | PROGRESS MEETINGS | \$ 22,500 |
| 4 | UPDATE LAND DEVELOPMENT CODE AND ZONING MAP & REVISIONS (INCLUDES CONCURRENCY) | \$140,000 |
| 5 | MIXED USE CODE & REVISIONS | \$ 65,500 |
| TOTAL FEES AND EXPENSES | | \$325,000 |
| <u>FUTURE TASK/TASK AMENDMENT</u> | | |
| 6 | <u>LOCAL PLANNING AGENCY (LPA) AND CITY COUNCIL HEARING</u> | <u>\$ 18,500</u> |
| a. | <u>2.C.a, 3.A.a, 3.B.a, 4.D.a, 5.A.a, 5.C.a</u> | <u>\$ 87,500</u> |
| <u>TOTAL FEES AND EXPENSES AMENDMENT NO.1</u> | | <u>\$106,000</u> |
| GRAND TOTAL FEES & EXPENSES (ALL TASKS INCLUDING ASSIGNMENT #3) | | \$431,000 |