

**CITY OF OAKLAND PARK
WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

CONSULTANT: Kimley Horn and Associates, Inc.		
PROJECT MANAGER: Lauren Pruss, AICP, Assistant Director of Planning and Zoning		
Address: 8201 Peters Road, Suite 2200, Plantation FL 33324		
Contract No. Resolution R-2021-128 Agreement Description: Continuing Professional Planning Services Contract Effective Date: October 6, 2021	Work Authorization No: 22-CEDD-KHA-COMPPLAN Resolution #: TBD (Required for expenditure \$25,000 or above) Effective Date: <u>Upon execution of the WA</u>	
P.O. # For Work Authorization:	Budget 00145515 431300 Planning & Zoning Division / Operating / Professional Services	
Brief Task Description: Planning Support Services – Preparation of the City of Oakland Park Comprehensive Plan Update		
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: <u>See Exhibit "C".</u>		
The total amount or the limiting amount of the compensation will be: <u>\$ 261,000.00</u> unless additional services are authorized by the CITY in writing. Hourly not to exceed (NTE) items will be paid against detailed invoices describing the work performed, by whom, work dates and number of hours worked on project. Lump Sum (LS) items will be paid based upon the percent of work that is actually complete.		
Compensation elements are as follows:		
Task	Method of Compensation	Amount (\$)
Planning Support Services		
Task 1 - Project Commencement, Data Collection, and Marketing Coordination	Lump Sum	\$68,500.00
Task 2 – Amendment Matrix	Lump Sum	\$12,000.00
Task 3 - Comprehensive Plan Rewrite and Development of New Chapters	Lump Sum	\$128,000.00
Task 4 - Final Comprehensive Plan Transmittal and Adoption	Lump Sum	\$46,000.00
Task 5 – Project Website Development and Maintenance	Lump Sum	\$6,500.00
Total		\$261,000.00
Other Notes: This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract</u> approved by the City Commission on October 16, 2021. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning two (2) original signed copies to the City Manager <u>via the appropriate Department Director</u> . The CITY will send you one fully executed copy.		
CITY of OAKLAND PARK Approval: <div style="display: flex; justify-content: space-between;"> <div style="width: 35%;"> Peter M. Schwarz, AICP, Director Community & Economic Development </div> <div style="width: 30%; text-align: center;"> _____ (Signature) </div> <div style="width: 30%; text-align: center;"> _____ (Date) </div> </div>		
CONSULTANT Acceptance: <div style="display: flex; justify-content: space-between;"> <div style="width: 35%;"> M. Lewis Bryant, P.E. Vice President </div> <div style="width: 30%; text-align: center;"> _____ (Signature) </div> <div style="width: 30%; text-align: center;"> _____ (Date) </div> </div>		

**Expenditures \$25,000 or greater require City Commission Approval
Expenditures \$7,500 or greater require City Manager Approval*

EXHIBIT A

Scope of Services

Task 1 – Project Commencement, Data Collection, Public Outreach Meetings #1 and #2, and Marketing Coordination

Anticipated Timeline: January 1, 2022 – April 31, 2022)

Anticipated Fee: \$68,500 (includes marketing efforts to brand, design, and format the new Comprehensive Plan)

Kimley-Horn understands that the primary point of contact from the City will be the Community and Economic Development Department staff (“City staff”). City staff may invite staff from other City departments to participate in meetings and provide input and feedback throughout the process.

Task 1.1 Staff Project Kick-off Meeting and Initial Data Collection (Virtual)

Kimley-Horn will begin the process of critical mapping and data collection in coordination with City staff, relying on and building off the work previously done during the EAR process. Kimley-Horn will identify additional data and information that may be required to inform the Comprehensive Plan rewrite.

The Kimley-Horn team will meet with City staff to:

- Introduce team members of both the consultant and City and identify the roles that they will play in the process.
- Discuss the City’s specific desired objectives and outcomes.
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- Develop a list of key stakeholders’ names and obtain contact information.
- Discuss options for public participation methods.
- Discuss public outreach meeting details, scheduling, and format.
- Determine domain main for project website.

Task 1.2 Review of Data

The Kimley-Horn team will review collected data and documents, including, but not limited to:

1.2.1 Planning Documents: Kimley-Horn will review the City’s past and present Comprehensive Plans, Land Development Code, and other planning studies to understand what has changed over the years and determine the effectiveness of the current documents. Kimley-Horn will work closely with staff to determine the most relevant sources of City-related planning documents.

1.2.2 Public Facilities: Kimley-Horn will also review public facilities and community assets (transportation, utilities, public parks, and open space) to understand their current state and any potential deficiencies. This analysis will lead to an understanding of the design and function of the City’s transportation network, the effects of population changes through the year on traffic patterns (permanent versus seasonal), and the adequacy of various transportation modes (complete streets, pedestrian, bicycle, and public transportation).

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1.2.5 GIS Mapping and Data: Kimley-Horn will coordinate with City staff to identify the necessary GIS data for the Comprehensive Plan rewrite.

1.2.6 Other Topics: Other topics to be discussed at the kick-off meeting include land use issues/potential changes; current development characteristics and trends; housing supply, ownership, and affordability; employment statistics and characteristics; community facilities and services not already covered such as schools and emergency services; environmental resources, and cultural resources.

Task 1.3 Public Project Kick-off Meeting #1

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Task 1.4 Existing Conditions - Update Data and Analysis

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Task 1.5 Marketing Coordination

Under this task, Kimley-Horn will internally coordinate with our marketing team to establish a template for the design and layout of the new City of Oakland Park Comprehensive Plan. It is understood that the City's objective is to create a dynamic, engaging document that is user-friendly, as concise as possible, with a modern look and feel. Kimley-Horn will periodically share elements of the proposed design throughout the duration of the project for City Staff input and approval.

Task 1.6 Public Outreach Meeting #2

Kimley-Horn will hold a second public outreach meeting. This meeting will be held virtually. At this meeting, the Kimley-Horn team will present the branding of the new Comprehensive Plan followed by a forum that allows for input from attendees. Kimley-Horn will facilitate a discussion that will assist in the development of Goals for each Chapter of the new Comprehensive Plan. The information and knowledge collected at this meeting will inform the Comprehensive Plan rewrite and provide the Kimley-Horn Team with additional insight into the community's priorities and issues.

Task 2 - Amendment Matrix

Anticipated Timeline: On-going

Anticipated Fee: \$12,000

Task 2.1 Amendment Matrix

Kimley-Horn will create an Amendment Matrix listing the recommended changes by Chapter to the Goals, Objectives, and Policies. This exercise will be performed in close coordination with City staff to develop appropriate decisions for change. This Amendment Matrix will provide the foundation of the breadth and scope of the amendments to the Comprehensive Plan. Before drafting of the Comprehensive Plan commences, Kimley-Horn will confirm the direction of the changes with City staff through responses to the Amendment Matrix.

Task 3 Comprehensive Plan Rewrite and Development of New Chapters

Anticipated Timeline: May 1, 2022 – December 30, 2022

Anticipated Fee: \$128,000

Kimley-Horn will proceed with drafting the rewriting the Goals, Objectives, and Policies upon City staff approval of the recommendations in the Amendment Matrix.

Task 3.1 Update Goals, Objectives, and Policies

Following the completion of the updated data and analysis, the Goals, Objectives, and Policies of the following Chapters will be amended to incorporate the City's vision, address deficiencies, and establish a framework for the future of Oakland Park through 2040.

- Future Land Use
- Transportation
- Housing
- Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge (Infrastructure)
- Coastal Management
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvements
- Land Use Implementation
- Capital Improvements Implementation
- Monitoring and Evaluation
- **Public Schools Facilities**
- **Property Rights (New Chapter- pursuant to SB410)**

- **Sustainability/Climate Resiliency (New Chapter)**
- **Economic Development Chapter (New Chapter)**

Kimley-Horn understands that the City desires to have a modern, updated Comprehensive Plan that is both intuitive and user-friendly with measurable Goals, Objectives, and Policies. The current format, text, and numbering system of the Comprehensive Plan will not be maintained and will be restructured as part of this effort. The nomenclature for each Chapter may also change based on input from City staff. As Chapters are rewritten, Kimley-Horn will provide drafts of the Goals, Objectives, and Policies for City staff review.

Task 3.2 Draft Comprehensive Plan Review and City Commission and Public Outreach Meetings #3, #4, #5, and #6

Following completion of the draft 2040 Comprehensive Plan, the rewritten document will be made available online for public review and input. The City shall be responsible for posting the document(s) to the City's website and collecting input.

It is understood that the City shall be responsible for the meeting location arrangements and legal advertisements/public notices for all meetings.

The Kimley-Horn Team will present the draft Comprehensive Plan over four (4) Public Outreach Meetings.

Task 3.2.1 One (1) Public Outreach Meeting #3: This meeting will cover a broad overview of all Chapters.

Task 3.2.2 One (1) Public Outreach Meeting #4: This meeting will be held virtually and will cover groupings of the updated Chapters (for example, Public Outreach Meeting #4 may include Future Land Use, Transportation, and Infrastructure; Public Outreach Meeting #5 may include Coastal Management, Conservation, Sustainability and Climate Change, and Recreation and Open Space) etc.)

Task 3.2.3 One (1) Public Outreach Meeting #5: This meeting will be held virtually and will cover groupings of the updated Chapters (for example, Public Outreach Meeting #4 may include Future Land Use, Transportation, and Infrastructure; Public Outreach Meeting #5 may include Coastal Management, Conservation, Sustainability and Climate Change, and Recreation and Open Space) etc.)

Task 3.2.4 One (1) Public Outreach Meeting #6: This meeting will be held virtually and will cover groupings of the updated Chapters (for example, Public Outreach Meeting #4 may include Future Land Use, Transportation, and Infrastructure; Public Outreach Meeting #5 may include Coastal Management, Conservation, Sustainability and Climate Change, and Recreation and Open Space) etc.)

It is understood that changes will not be made to the draft Comprehensive Plan until the completion of the meetings listed in Task 3 above. An updated version of all Chapters will be provided to City Staff within 30 days of the last virtual public meeting.

Task 4 Final 2040 Comprehensive Plan Adoption

Anticipated Timeline: January 1, 2023 – June 30, 2023

Anticipated Fee: \$46,000

Task 4.1 Final Plan Transmittal

City of Oakland Park Work Authorization No.: 22-CEDD-KHA-COMPPLAN

Planning Support Services – Comprehensive Plan

After the Plan has been reviewed by City staff and is deemed acceptable by City staff to advance to the adoption phases, Kimley-Horn will attend virtually and present the new 2040 Comprehensive Plan at the following meetings:

4.1.1 Planning & Zoning Board: Kimley-Horn will present the draft Comprehensive Plan to the Planning & Zoning Board at an advertised public hearing. Any input received will be added to the memorandum, to be presented to the City Commission.

4.1.2 City Commission Transmittal: Kimley-Horn will present the draft Comprehensive Plan to the City Commission at the transmittal hearing. Based on our assessment, the Plan will be reviewed by State agencies through the expedited review process, which provides for a 30-day review period. Following the review period, agencies will provide comments to the City directly.

Task 4.2. Agency Comments

Kimley-Horn will update the draft Comprehensive Plan one (1) time to incorporate comments received from State agencies as may be appropriate and at the City's discretion.

Task 4.3 City Commission Adoption

Kimley-Horn will present the draft Comprehensive Plan to the City Commission at the adoption hearing.

Task 4.4 Broward County Planning Council Future Land Use Chapter Recertification

Kimley-Horn will participate in one (1) Public Hearing before the Broward County Planning Council for the recertification of the Future Land Use Chapter in accordance with Broward County's Comprehensive Plan requirements.

Task 4.5 Final Deliverable

Kimley-Horn will provide City staff one (1) printed color copy and one (1) digital copy with print-ready graphics in pdf format. The digital copy shall not be protected or prevent future editing. All GIS maps and data (shapefiles) will be provided to the City.

Task 5 Project Website

Anticipated Timeline: January 1, 2022 – June 30, 2023

Anticipated Fee: \$6,500

Kimley-Horn will develop a concept for overall look, organization of information, and functionality for a project website. This includes the purchase of a domain name to be determined by City staff at Staff Project Kick-off Meeting under Task 1. The site will be designed using a Content Management System (CMS) interface such as WordPress. It will feature responsive functionality (for tablets and mobile devices), incorporate social media links and/or content, and will be designed to match project branding. Once designed and initial content populated, the website will be provided to the City to host and maintain.

The process for developing the project website is assumed to be as follows:

- Develop website framework that describes the flow and content of the website (using wireframes and/or sample visuals)
- Review and finalize wireframes
- Create draft website with a client weblink to review/approve the content/design
- Address one set of consolidated comments from City staff
- Launch public website
- Coordinate with City IT staff to link to City's website
- Consultant to host and maintain

City of Oakland Park Work Authorization No.: 22-CEDD-KHA-COMPPLAN
Planning Support Services – Comprehensive Plan

Exhibit B
Work Authorization Terms

All terms and conditions shall be in conformance with the Agreement between the City of Oakland Park and Kimley-Horn and Associates dated October 6, 2021.

1. AUTHORIZATION TO PROCEED

Signing this Agreement shall be construed as authorization by the City of Oakland Park (City) for Kimley-Horn and Associates (CONSULTANT) to proceed with the Services, unless otherwise provided for in this Agreement. The terms and conditions of the contract between the City, and CONSULTANT govern this Work Authorization.

2. LUMP SUM

Lump sum compensation is calculated by reference to hourly schedule included in the executed contract and estimated hours provided to the City during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

3. DIRECT EXPENSES

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the City's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT.

4. SCOPE CHANGES

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the City Project Manager in writing prior to performing the additional work. The City and CONSULTANT will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the City and CONSULTANT shall attempt to have the request placed on the next available City Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT will undertake the additional work after coming to agreement with the City during the initial meeting with regards to the specific additional services.

5. COST ESTIMATES

Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

6. PROFESSIONAL STANDARDS

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no warranty, expressed or implied.

7. COMPENSATION SCHEDULE

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

8. LIMITATION OF LIABILITY

CONSULTANT's liability to the City shall be based on the terms of the Contract.

9. TERMINATION

Either City or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Contract Agreement. All requirements of Section 19 of the contract shall apply to this contract.

10. ASSIGNMENT TO RELATED ENTITY

Requirements of Section 16, of the agreement apply to this section.

11. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

12. INFORMATION PROVIDED BY CLIENT

Permit application fees.

13. SCOPE OF SERVICES

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm. In reviewing this proposal for professional services, it should be understood that the proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize, and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

City of Oakland Park Work Authorization No.: 22-CEDD-KHA-COMPPLAN

Planning Support Services – Comprehensive Plan

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed. Work required because of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal, or we can provide you with a separate proposal should the scope so indicate.

14. FEES

The Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

15. PERMITS AND APPROVALS

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

16. CONSTRUCTION REQUIREMENTS

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies about the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be the City's responsibility to notify ZYSCOVICH of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

17. PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTANT FEES

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

18. CLIENT'S RESPONSIBILITIES

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

EXHIBIT C
Proposal and Timeline



December 16, 2021

Mr. Peter M. Schwarz, AICP
Director of Community and Economic Development
City of Oakland Park
5399 North Dixie Highway, Suite 3
Oakland Park, Florida 33334

Re: **City of Oakland Park – Comprehensive Plan Rewrite**

Dear Peter:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to the City of Oakland Park (“Client” or “City”) for providing services related to the General Planning Services Contract (RFP #030218).

Project Understanding

Section 163.3191, Florida Statutes, requires each local government to assess its Comprehensive Plan to determine whether and how a Comprehensive Plan must be amended to address changes in growth management laws since the most recent update was adopted. The City submitted their Evaluation and Appraisal (EAR) Notification Letter to the Florida Department of Economic Opportunity (DEO) notifying DEO that the City has determined amendments to their Comprehensive Plan are necessary. Pursuant to Chapter 163.3192(2), Florida Statutes, within one year of the City submitting their EAR Notification Letter to DEO, proposed amendments to the Comprehensive Plan must be transmitted to DEO otherwise the City shall be prohibited from conducting any Comprehensive Plan amendments until it is completed. The DEO has advised the City that the proposed Comprehensive Plan amendments should be transmitted to the DEO by November 15, 2022.

Comprehensive Plan amendments that are an update based on an Evaluation and Appraisal must follow the State Coordinated Review Process outlined in Section 163.3184(4), F.S. Kimley-Horn will assist the City in rewriting the City’s Comprehensive Plan. A new City of Oakland Park Comprehensive Plan will be the resulting final deliverable.

Scope of Services

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Kimley-Horn will start with the community profile and character, which will provide a brief historic overview of the City and will use the EAR Data Inventory and Analysis document, , as the technical analyses for each Chapter. Demographic and socioeconomic data including population projections will be revisited to determine the appropriate growth scenario (likely based on Bureau of Economic and Business Research (BEBR) medium projections and the 2020 U.S. Census) for the City based on recent trends. This information will become the basis of the revisions in the Goals, Objectives, and Policies document. Future and existing deficits will be identified in the transportation, utilities, and infrastructure systems. The planning horizon will be extended to 2040. The Future Land Use Map series will be updated to reflect the current City boundary and any other Future Land Use Map changes since the last Comprehensive Plan update.

Task 1.5 Marketing Coordination

Under this task, Kimley-Horn will internally coordinate with our marketing team to establish a template for the design and layout of the new City of Oakland Park Comprehensive Plan. It is understood that the City's objective is to create a dynamic, engaging document that is user-friendly, as concise as possible, with a modern look and feel. Kimley-Horn will periodically share elements of the proposed design throughout the duration of the project for City Staff input and approval.

Task 1.6 Public Outreach Meeting #2

Kimley-Horn will hold a second public outreach meeting. This meeting will be held virtually. At this meeting, the Kimley-Horn team will present the branding of the new Comprehensive Plan followed by a forum that allows for input from attendees. Kimley-Horn will facilitate a discussion that will assist in the development of Goals for each Chapter of the new Comprehensive Plan. The information and knowledge collected at this meeting will inform the Comprehensive Plan rewrite and provide the Kimley-Horn Team with additional insight into the community's priorities and issues.

Task 2 - Amendment Matrix

Anticipated Timeline: On-going

Anticipated Fee: \$12,000

Task 2.1 Amendment Matrix

Kimley-Horn will create an Amendment Matrix listing the recommended changes by Chapter to the Goals, Objectives, and Policies. This exercise will be performed in close coordination with City staff to develop appropriate decisions for change. This Amendment Matrix will provide the foundation of the breadth and scope of the amendments to the Comprehensive Plan. Before drafting of the Comprehensive Plan commences, Kimley-Horn will confirm the direction of the changes with City staff through responses to the Amendment Matrix.

Task 3 Comprehensive Plan Rewrite and Development of New Chapters

Anticipated Timeline: May 1, 2022 – December 30, 2022

Anticipated Fee: \$128,000

Kimley-Horn will proceed with drafting the rewriting the Goals, Objectives, and Policies upon City staff approval of the recommendations in the Amendment Matrix.

Task 3.1 Update Goals, Objectives, and Policies

Following the completion of the updated data and analysis, the Goals, Objectives, and Policies of the following Chapters will be amended to incorporate the City's vision, address deficiencies, and establish a framework for the future of Oakland Park through 2040.

- Future Land Use
- Transportation
- Housing
- Sanitary Sewer, Solid Waste, Drainage, Potable Water, and Natural Groundwater Aquifer Recharge (Infrastructure)
- Coastal Management
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvements
- Land Use Implementation
- Capital Improvements Implementation
- Monitoring and Evaluation
- Public Schools Facilities
- Property Rights (New Chapter- pursuant to SB410)
- Sustainability/Climate Resiliency (New Chapter)
- Economic Development Chapter (New Chapter)

Kimley-Horn understands that the City desires to have a modern, updated Comprehensive Plan that is both intuitive and user-friendly with measurable Goals, Objectives, and Policies. The current format, text, and numbering system of the Comprehensive Plan will not be maintained and will be restructured as part of this effort. The nomenclature for each Chapter may also change based on input from City staff. As Chapters are rewritten, Kimley-Horn will provide drafts of the Goals, Objectives, and Policies for City staff review.

Task 3.2 Draft Comprehensive Plan Review and City Commission and Public Outreach Meetings #3, #4, #5, and #6

Following completion of the draft 2040 Comprehensive Plan, the rewritten document will be made available online for public review and input. The City shall be responsible for posting the document(s) to the City's website and collecting input.

It is understood that the City shall be responsible for the meeting location arrangements and legal advertisements/public notices for all meetings.

The Kimley-Horn Team will present the draft Comprehensive Plan over four (4) Public Outreach Meetings.

Task 3.2.1 One (1) Public Outreach Meeting #3: This meeting will cover a broad overview of all Chapters.

Task 3.2.2 One (1) Public Outreach Meeting #4: This meeting will be held virtually and will cover groupings of the updated Chapters (for example, Public Outreach Meeting #4 may include Future Land Use, Transportation, and Infrastructure; Public Outreach Meeting #5 may include Coastal Management, Conservation, Sustainability and Climate Change, and Recreation and Open Space) etc.)

Task 3.2.3 One (1) Public Outreach Meeting #5: This meeting will be held virtually and will cover groupings of the updated Chapters (for example, Public Outreach Meeting #4 may include Future Land Use, Transportation, and Infrastructure; Public Outreach Meeting #5 may include Coastal Management, Conservation, Sustainability and Climate Change, and Recreation and Open Space) etc.)

Task 3.2.4 One (1) Public Outreach Meeting #6: This meeting will be held virtually and will cover groupings of the updated Chapters (for example, Public Outreach Meeting #4 may include Future Land Use, Transportation, and Infrastructure; Public Outreach Meeting #5 may include Coastal Management, Conservation, Sustainability and Climate Change, and Recreation and Open Space) etc.)

It is understood that changes will not be made to the draft Comprehensive Plan until the completion of the meetings listed in Task 3 above. An updated version of all Chapters will be provided to City Staff within 30 days of the last virtual public meeting.

Task 4 Final 2040 Comprehensive Plan Adoption

Anticipated Timeline: January 1, 2023 – June 30, 2023

Anticipated Fee: \$46,000

Task 4.1 Final Plan Transmittal

After the Plan has been reviewed by City staff and is deemed acceptable by City staff to advance to the adoption phases, Kimley-Horn will attend virtually and present the new 2040 Comprehensive Plan at the following meetings:

4.1.1 Planning & Zoning Board: Kimley-Horn will present the draft Comprehensive Plan to the Planning & Zoning Board at an advertised public hearing. Any input received will be added to the memorandum, to be presented to the City Commission.

4.1.2 City Commission Transmittal: Kimley-Horn will present the draft Comprehensive Plan to the City Commission at the transmittal hearing. Based on our assessment, the Plan will be reviewed by State agencies through the expedited review process, which provides for a 30-day review period. Following the review period, agencies will provide comments to the City directly.

Task 4.2. Agency Comments

Kimley-Horn will update the draft Comprehensive Plan one (1) time to incorporate comments received from State agencies as may be appropriate and at the City's discretion.

Task 4.3 City Commission Adoption

Kimley-Horn will present the draft Comprehensive Plan to the City Commission at the adoption hearing.

Task 4.4 Broward County Planning Council Future Land Use Chapter Recertification

Kimley-Horn will participate in one (1) Public Hearing before the Broward County Planning Council for the recertification of the Future Land Use Chapter in accordance with Broward County's Comprehensive Plan requirements.

Task 4.5 Final Deliverable

Kimley-Horn will provide City staff one (1) printed color copy and one (1) digital copy with print-ready graphics in pdf format. The digital copy shall not be protected or prevent future editing. All GIS maps and data (shapefiles) will be provided to the City.

Task 5 Project Website

Anticipated Timeline: January 1, 2022 – June 30, 2023

Anticipated Fee: \$6,500

Kimley-Horn will develop a concept for overall look, organization of information, and functionality for a project website. This includes the purchase of a domain name to be determined by City staff at Staff Project Kick-off Meeting under Task 1. The site will be designed using a Content Management System (CMS) interface such as WordPress. It will feature responsive functionality (for tablets and mobile devices),

incorporate social media links and/or content, and will be designed to match project branding. Once designed and initial content populated, the website will be provided to the City to host and maintain.

The process for developing the project website is assumed to be as follows:

- Develop website framework that describes the flow and content of the website (using wireframes and/or sample visuals)
- Review and finalize wireframes
- Create draft website with a client weblink to review/approve the content/design
- Address one set of consolidated comments from City staff
- Launch public website
- Coordinate with City IT staff to link to City's website
- Consultant to host and maintain

Additional Services

Services requested that are not specifically included will be provided under a new and separate Individual Project Order agreement. This includes the development of a virtual meeting room for public input about the project (*estimated fee to develop \$5,000*).

Schedule

Kimley-Horn will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Method of Compensation:

Kimley-Horn will perform the services in Tasks 1-5 for the total lump sum labor fee below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Kimley-Horn will perform the above Scope of Services for a lump sum fee of \$261,000.00.

Task Description	Fee
Task 1: Project Commencement, Data Collection, and Marketing Coordination	\$68,500.00
Task 2: Amendment Matrix	\$12,000.00
Task 3: Comprehensive Plan Rewrite and Development of New Chapters	\$128,000.00
Task 4: Final 2040 Comprehensive Plan Transmittal and Adoption	\$46,000.00
Task 5: Project Website	\$6,500.00
TOTAL LUMP SUM FEE:	\$261,000.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Project Agreement shall include and be subject to, and only to, the Agreement for General Planning Services per RFP #030218, dated October 17, 2018, which are incorporated by reference.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: M. Lewis Bryant, P.E.
Vice President

CITY OF OAKLAND PARK

(By: Signature)

(Name: Printed or Typed)

(Title)

(Date)

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