

**CITY OF PALM BEACH GARDENS
CITY COUNCIL
Agenda Cover Memorandum**



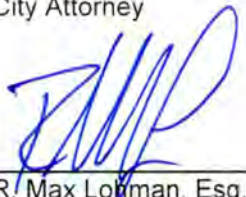
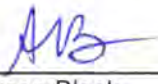
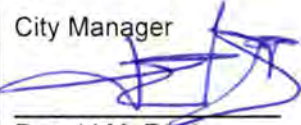
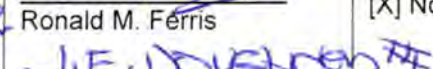
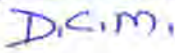
**Meeting Date: July 13, 2017
Resolution 45, 2017**

SUBJECT/AGENDA ITEM

Resolution 45, 2017 – Consideration for Approval: Request for approval of an Interlocal Agreement between the City of Palm Beach Gardens and the Treasure Coast Regional Planning Council (TCRPC) for the South Florida Transit Oriented Development (SFTOD) Grant.

[X] Recommendation to APPROVE

[] Recommendation to DENY

<p>Reviewed by: Planning Manager</p>  Peter Hofheinz, AICP Development Compliance and Zoning Manager <u>N/A</u> Bahareh Wolfs, AICP Director of Planning and Zoning  Natalie M. Crowley, AICP City Attorney  R. Max Lotman, Esq.	<p>Originating Dept.: Planning & Zoning: Project Manager</p>  Allyson Black <input type="checkbox"/> Quasi – Judicial <input type="checkbox"/> Legislative <input type="checkbox"/> Public Hearing <p>Advertised: <input type="checkbox"/> Required <input checked="" type="checkbox"/> Not Required Date: N/A Paper: N/A</p>	<p>Finance: Accountant <u>N/A</u> Tresha Thomas Fees Paid: <u>N/A</u> Funding Source: 001.1400.515.3150 <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Other <u>N/A</u> Budget Acct. #: <u>N/A</u> Effective Date: <u>July 13, 2017</u> Expiration Date: <u>N/A</u></p>	<p>City Council Action: <input type="checkbox"/> Approval <input type="checkbox"/> App. w/ Conds. <input type="checkbox"/> Denial <input type="checkbox"/> Continued to: _____ Attachments: <ul style="list-style-type: none"> • Resolution 45, 2017 - Exhibit "A" : Interlocal Agreement </p>
<p>Approved By: City Manager</p>  Ronald M. Ferris  	<p>Affected parties: <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required</p>		

BACKGROUND:

In February 2017, the South Florida Regional Transit Authority (SFRTA) and Treasure Coast Regional Planning Council (TCRPC) released the South Florida Transit Oriented Development (SFTOD) Grant Program in order to support economic development, ridership, multimodal connectivity and accessibility, increased transit access for pedestrian and bicycle traffic, and mixed-use development near transit stations. Eligible recipients included local governments, community redevelopment agencies, or groups of two or more eligible applicants (e.g., a local government and a community redevelopment agency) with potential Tri-Rail Coastal Link (TRCL) stations as identified on the TRCL Corridor Map.

On March 10, 2017, the Planning and Zoning Department, on behalf of the City of Palm Beach Gardens, submitted a grant request for a total \$150,000, for a Station Area Master Plan as well as a review of its Land Development Regulations to incorporate the necessary Station Area Transit Oriented Development (TOD) Land Development Regulations for the proposed station area. The request is to review the current economic status of the area, update development considerations, and update market conditions, building upon the 2009 Charrette conducted by the TCRPC in coordination with staff and residents.

On April 4, 2017, the City was notified that the Selection Committee placed the City second out of 14 applicants, the first municipality recommended of all Palm Beach County, with a recommendation of \$120,000 in TCRPC funding with the City's commitment to a funding match of 20 percent, or \$30,000, for the grant proposal. The TCRPC issued final approval of the recommendations on April 21, 2017.

The key elements of the Palm Beach Gardens Station Area TOD Master Plan include:

- The creation of a physical master plan for the anticipated Palm Beach Gardens Tri-Rail Coastal Link Station Area, which considers roadway reconfigurations and desirable infill and redevelopment opportunities that support transit-oriented development, advance Complete Streets initiatives, and reflect the community's vision for the future of the City; this plan would also incorporate currently proposed projects approved by the City of Palm Beach Gardens;
- A review of the land use and development regulations in order to recommend improvements and ways to incentivize desired redevelopment and business creation;
- The development of a Market Overview that reviews existing market conditions and demographics and analyzes key market trends within the study area, the City of Palm Beach Gardens, and relevant areas within the region; and
- Coordination with all relevant agencies, including, but not limited to, the City, SFRTA, Florida Department of Transportation (FDOT), Palm Beach Metropolitan Planning Organization (MPO), Palm Beach County, Palm-Tran, and adjacent municipalities.

STAFF RECOMMENDATION

Staff recommends **APPROVAL** of Resolution 45, 2017 as presented.

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RESOLUTION 45, 2017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA APPROVING AN INTERLOCAL AGREEMENT WITH TREASURE COAST REGIONAL PLANNING COUNCIL FOR THE SOUTH FLORIDA TRANSIT ORIENTED DEVELOPMENT GRANT THE CITY RECEIVED FOR ITS STATION AREA PLANNING; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, in February 2017, the South Florida Regional Transit Authority and Treasure Coast Regional Planning Council released the South Florida Transit Oriented Development (SFTOD) Grant Program in order to support economic development, ridership, multimodal connectivity and accessibility, increased transit access for pedestrian and bicycle traffic, and mixed-use development near transit stations; and

WHEREAS, on March 10, 2017, the Planning and Zoning Department, on behalf of the City of Palm Beach Gardens, submitted a grant request for Station Area Master Planning, as well as for assistance in evaluating the City's Land Development Regulations in context of a TOD framework; and

WHEREAS, on April 4, 2017, the City was notified that the Selection Committee placed the City second out of 14 applicants, the first of Palm Beach County, with a recommendation of \$120,000 in funding, with a funding match from the City of \$30,000; and

WHEREAS, on April 21, 2017, the Treasure Coast Regional Planning Council gave final approval for recommendations for the grant; and

WHEREAS, the City Council deems approval of this Resolution to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Palm Beach Gardens and the public at large.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALM BEACH GARDENS, FLORIDA, that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified.

SECTION 2. The City Council hereby approves an Interlocal Agreement between the City of Palm Beach Gardens and the Treasure Coast Regional Planning Council, as more particularly described and depicted in Exhibit "A", attached hereto and incorporated herein, and hereby authorizes the Mayor to execute the Agreement.

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

PASSED AND ADOPTED this _____ day of _____, 2017.

CITY OF PALM BEACH GARDENS, FLORIDA

BY: _____
Maria G. Marino, Mayor

ATTEST:

BY: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
R. Max Lohman, City Attorney

VOTE:

AYE NAY ABSENT

MAYOR MARINO	_____	_____	_____
VICE MAYOR MARCIANO	_____	_____	_____
COUNCILMEMBER WOODS	_____	_____	_____
COUNCILMEMBER LANE	_____	_____	_____
COUNCILMEMBER LITT	_____	_____	_____



EXHIBIT "A"

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PALM BEACH GARDENS
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL**

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

WITNESSETH:

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

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

WHEREAS, the Council is permitted to provide services to the City as it is established by the state of Florida and considered a public agency in accordance with state law; and

WHEREAS, funding for a Station Area TOD Master Plan for the City of Palm Beach Gardens is included within the City's adopted Fiscal Year 2017 Annual Budget; and

WHEREAS, the City and the Council desire to enter into this Agreement to facilitate station area planning activities around the anticipated City's future Tri-Rail Coastal Link station.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the City with station area planning activities as described herein.
- B. The City and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

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

SECTION 3. SCOPE OF SERVICES

- A. The Council shall fully perform the obligations, as specified by the City, under the Scope of Work contained in Attachment A of this Agreement to the satisfaction of the City of Palm Beach Gardens.
- B. The City shall:
 - 1. Provide all available files, data, maps, and information as requested by the Council.
 - 2. Provide all necessary public notice as required by Florida Statutes.
 - 3. Provide venues for all public workshops and meetings.
 - 4. Process all requests for reimbursement in a timely manner.
- C. Both the City and the Council agree to be governed by applicable State and Federal laws, rules, and regulations in the performance of their respective obligations under this Agreement.

SECTION 4. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the scope of work as identified in Attachment A. As consideration for performance of work rendered under this Agreement, the City agrees

to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment A, as selected by the City, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), film processing, mail, couriers, and other costs related to the services provided.

- B. The satisfactory completion of deliverables by the Council, as accepted by the City, shall be considered the Council's request for payment according to the schedule contained in Attachment A.

SECTION 5. RECORD KEEPING

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

SECTION 6. INDEMNIFICATION

The Parties to this Agreement shall, to the extent permitted by law, save, defend, reimburse, indemnify, and hold harmless each other and each other's respective officers, employees, servants, or agents from its own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs, and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the Parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes. Notwithstanding the foregoing, each Party's individual obligations set forth in this Section 6. shall not exceed the monetary limits for the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. This Section 6. shall survive the term of this Agreement.

SECTION 7. TERM; TERMINATION

This Agreement shall commence on the Effective Date and shall remain in full force and effect until all deliverables are complete as identified in the Scope of Work and schedule contained

in Attachment A and accepted by the City, unless terminated earlier. This Agreement may be terminated for convenience by either party by providing 30 days written notice as required by Section 9 to the other party. The City shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph, so long as such work has been completed to the reasonable satisfaction of the City.

SECTION 8. NOTICE AND CONTACT

All notices required by this Agreement shall be in writing, delivered either by hand, overnight express mail, or by first-class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the City:

Ronald M. Ferris, City Manager
City of Palm Beach Gardens
10500 N. Military Trail
Palm Beach Gardens, Florida 33410

For the Council:

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

SECTION 9. REMEDIES

No remedy herein conferred upon the Parties is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 10. CHOICE OF LAW; VENUE

This Agreement shall be governed by the laws of the State of Florida. Venue for any action arising to enforce the terms of this Agreement shall be in Palm Beach County, Florida.

SECTION 11. ATTORNEY'S FEES

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

SECTION 12. DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the City or the Council.

SECTION 13. EQUAL OPPORTUNITY PROVISION

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

SECTION 14. FILING

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

SECTION 15. SEVERABILITY

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

SECTION 16. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. Modifications of this Agreement may be requested by the City or the Council. Changes that are mutually agreed upon shall be valid only when reduced to writing, duly signed by the City and the Council, and attached to the original Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

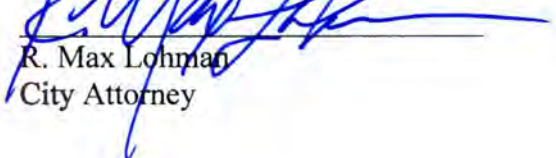
ATTEST:

By: _____
Patricia Snider
City Clerk

City of Palm Beach Gardens

By: _____
Maria Marino
Mayor

Approved as to form:

By: 
R. Max Lohman
City Attorney

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

Treasure Coast Regional Planning Council

By: _____
Michael J. Busha, AICP
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

**TRI-RAIL COASTAL LINK STATION AREA
PALM BEACH GARDENS MASTER PLAN
PALM BEACH GARDENS, FLORIDA
SCOPE OF SERVICES**

JUNE 20, 2017

PROJECT DESCRIPTION

The City of Palm Beach Gardens (City), Treasure Coast Regional Planning Council (TCRPC), and the South Florida Regional Transportation Authority (SFRTA), seek to study and implement ways to improve mobility, quality of life, economic vitality, and improve transit-oriented development (TOD) around the planned Tri-Rail Coastal Link station in Palm Beach Gardens. The SFRTA has secured a Pilot Planning Grant from the Federal Transit Administration (FTA) to fund station area planning activities along the planned Tri-Rail Coastal Link Corridor. Funds from this grant program will be matched by funds from the City to fund the station area planning activities described in this scope of services.

The Treasure Coast Regional Planning Council (TCRPC) has been requested to prepare a scope of services to assist the City and SFRTA to coordinate a meaningful public involvement process and develop a station area master plan to assist the City and SFRTA in improving transit-oriented development conditions around the planned station and contributing to future mobility and system ridership. This planning effort is also designed to advance the implementation of "Complete Streets," which is a local, regional, and national priority to improve transportation facilities in a multi-modal design to provide the best and safest accommodations for all users – motorists, cyclists, pedestrians, and transit users.

The project area for the Palm Beach Gardens Station Area TOD Master Plan is focused on, but not limited to, that area in Palm Beach Gardens centered around the intersection of PGA Boulevard and the FEC railroad, extending a half-mile in all directions. This area is generally bound by Kyoto Gardens Drive to the north, Burns Road to the south, Military Trail to the west, and Campus Drive to the east. Additional areas may be included when added analyses would benefit the master planning efforts.

The key elements of the Palm Beach Gardens Station Area TOD Master Plan shall include:

- The creation of a physical master plan for the anticipated Palm Beach Gardens Tri-Rail Coastal Link Station Area, which considers roadway reconfigurations and desirable infill and redevelopment opportunities that support transit-oriented development, advance Complete Streets initiatives, and reflect the community's vision for the future of the City; this plan would also incorporate currently proposed projects approved by the City of Palm Beach Gardens.

- A review of the land use and development regulations in order to recommend improvements and ways to incentivize desired redevelopment and business creation;
- The development of a Market Overview which reviews existing market conditions and demographics, and analyzes key market trends within the study area, the City of Palm Beach Gardens, and relevant areas within the region;
- Coordination with all relevant agencies, including but not limited to the City, SFRTA, Florida Department of Transportation (FDOT), Palm Beach Metropolitan Planning Organization (MPO), Palm Beach County, Palm-Tran, and adjacent municipalities.

SCOPE OF SERVICES

I. Project Coordination

Project Meetings

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

City staff;
 FDOT staff;
 Palm Beach MPO staff;
 Palm Beach County and Palm-Tran staff; and
 Staff of adjacent municipalities and other agencies as appropriate.

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

To address the project parameters as identified by the City, and SFRTA, TCRPC will assemble a Project Team that includes the following disciplines: economic and market analysis, retail/development and marketing, economic development, traffic engineering, multimodal transportation planning, urban design, architecture, planning, redevelopment, and policy analysis. TCRPC will manage all sub-consultants as part of this work effort, and all sub-consulting fees are included in the estimated fees presented in this scope. TCRPC will also provide all coordination necessary with FTA to satisfy the needs of the Pilot Planning Grant.

Anticipated timeline for the Project Coordination phase is August 2017 through June 2018.

II. Due Diligence

Base Documentation

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

Data Collection

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

Field Work

TCRPC will conduct field work and site visits to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with City, FDOT, SFRTA, Palm Beach MPO, and County representatives to tour specific areas to gain a greater understanding of relevant issues.

Regulatory Review

TCRPC will provide a review and assessment of the City's Comprehensive Plan and Land Development Regulations. This assessment will identify areas where potential modifications may be necessary to fully implement the vision and policies of transit-oriented development and Complete Streets. Specific recommendations for revisions, if needed, will be part of the master plan document.

Market Overview and Economic Development Analysis

The economic analysis for the Palm Beach Gardens Station Area TOD Master Plan is intended to focus on those "building blocks" that will guide the City in prioritizing future redevelopment decisions and asset allocation. In short, the five key components of the economic analysis will include:

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

These elements are important to establishing realistic development expectations that implement the tenets of transit-oriented development and Complete Streets policies.

Anticipated timeline for Due Diligence phase is August through October 2017.

III. Pre-Workshop Phase

Public Outreach Efforts

There will be coordinated public outreach efforts prior to the workshop to engender public interest and a sense of authorship in the process. The public outreach efforts will continue as needed throughout the development of the Palm Beach Gardens Station Area TOD Master Plan.

Stakeholder Interviews

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

Expected timeline for Pre-Workshop phase is August through October 2017.

IV. Public Input Process

Public Design Workshop

In order to address the unique characteristics in the City of Palm Beach Gardens and the Palm Beach Gardens Station Area, and to provide adequate public involvement and engagement, TCRPC will conduct a facilitated public design workshop. The workshop will be open to all who are interested, and attendance will not be restricted to one segment of the community or another. The workshop will include an opening presentation summarizing the due diligence findings, station area opportunities and challenges, and may include “table sessions” wherein workshop participants will work with TCRPC facilitators to generate ideas and record them for consideration as part of the TOD Master Plan.

Work-in-Progress Presentation

Within two months following the public workshop, the team will provide a Work-in-Progress presentation. This presentation will identify the issues raised during the public workshop and identified through due diligence, interviews, regulatory review, and field work and chronicle how those issues were addressed in the development of the plan. This will be the first comprehensive look at the developing Palm Beach Gardens Station Area TOD Master Plan. The presentation will be open to the public, there will be time for questions and answers, and it will be centrally located within the City at a venue determined by City staff.

Deliverables

Specific deliverables will include:

1. Complete the Public Design Workshop;
2. Deliver the TOD Master Plan work-in-progress presentation;
3. Finalize Market Overview and Economic Development Analysis;
4. Finalize Station Area Potential Design Alternatives; and
5. Provide Implementation Recommendations and Next Steps.

Anticipated timeline for Workshop phase is September – December 2017.

V. Post- Workshop Phase

Develop DRAFT TOD Master Plan

Ten to twelve weeks after the Work-in-Progress presentation, TCRPC will deliver the first draft of the Palm Beach Gardens Station Area TOD Master Plan report. This document will consolidate and fully describe the master plan processes including the due diligence, regulatory review, public input derived through interviews and the public workshop, and public involvement, and it will highlight all recommendations in considerable detail. All data and analysis developed during the process (including but not limited to the Market Overview and Economic Development analysis, traffic analyses, public design plans if created, and engineering analyses) will be incorporated into the document. All of the various “special projects” identified during the process will be addressed and prioritized in the Implementation section of the report. The Implementation section of the report will identify and prioritize (by time and necessity) the necessary steps to bring the Palm Beach Gardens Station Area TOD Master Plan to fruition.

Submit Final Palm Beach Gardens Station Area TOD Master Plan

The first draft of the Palm Beach Gardens Station Area TOD Master Plan will be delivered, in hard copy format (up to 3 copies total) and in PDF format, to the City for its review. A review period of four weeks will be provided to allow for review of the document and submittal of revisions to TCRPC. Once the final revisions are incorporated, TCRPC will deliver the final Palm Beach Gardens Station Area TOD Master Plan document to the City in hard copy (up to 3 copies total) and in digital PDF format. Additional hard copies will be made available for the cost of reproduction and administrative time.

Deliverables

Specific deliverables will include:

1. Develop Palm Beach Gardens Station Area TOD Master Plan;
2. Deliver DRAFT Palm Beach Gardens Station Area TOD Master Plan for review; and
3. Revise and submit FINAL Palm Beach Gardens Station Area TOD Master Plan.

Expected timeline for Post-Charrette phase is November 2017 through June 2018.

VI. Project Approvals and Meetings

Additional Meetings

TCRPC will attend as many staff-level meetings through June 2018 as necessary to ensure the Palm Beach Gardens Station Area TOD Master Plan process is a successful endeavor, including one presentation to the PGA Corridor Association. TCRPC and the design team will be available to make presentations to the City and other project partners upon request.

Project Approval Hearings

TCRPC will attend up to two public presentations/hearings for the adoption of the Palm Beach Gardens Station Area TOD Master Plan if necessary.

Expected timeline for Project Approvals phase is January through June 2018.

VII. Project Deliverables

1. TCRPC shall provide the City with the following deliverables as final work products:
 - a. Study Area Map and Boundary Confirmation;
 - b. Facilitation of Interview Process and Public Design Workshop;
 - c. Coordinated Review and Assessment of Comprehensive Plan and Land Development Regulations as related to Master Plan recommendations;
 - d. Existing and Future Land Use Assessment;
 - e. Existing and Future Transit Stop and Mobility Options Assessment, including bicycle, pedestrian, and transit circulation;
 - f. Neighborhood and Community Assets Assessment;
 - g. Market Overview and Economic Development Study;
 - h. TOD Master Plan
 - i. Conceptual master plan drawing (1) for the study area, rendered in color at an appropriate scale and suitable for publication.
 - ii. Perspective sketches or diagrams (as many as needed) illustrating significant plan features or explaining design ideas consistent with the respective plan. Each sketch or diagram will be rendered in color or black and white, at an appropriate size, and suitable for publication.

- i. PowerPoint Presentations: All presentations (kick-off, work-in-progress, final) will be available in PowerPoint format immediately after they are presented. The presentation of work-in-progress will contain initial draft recommendations and will be available at the conclusion of the work-in-progress presentation.
- j. Project Report
 - i. The final Palm Beach Gardens Station Area TOD Master Plan (report) will summarize items a through i (above) and include a project narrative and conceptual design ideas and analysis based upon community and professional input. The master plan report will include market analyses and provide realistic redevelopment expectations to be aligned with City priorities. Priority items, and methods for their implementation, will be discussed in detail. The implementation recommendations will include conceptual design ideas, to-scale, that test initiatives recommended through the process.
 - ii. Three color copies and one electronic copy (PDF format) of the draft Palm Beach Gardens Station Area TOD Master Plan will be provided to City staff for distribution. Three color copies and one electronic copy (PDF format) of the final Station Area TOD Master Plan will be provided to City staff for distribution. The master plan shall be in color and suitable for publication and reproduction. The master plan shall be available ten to twelve weeks after the workshop.
 - iii. TCRPC will deliver work-in-progress reports and presentations and final reports and presentations to all requisite agencies and local governments upon request.
- k. Electronic copy of all pictures (jpg or png format) taken during the workshop and collected as part of the research.

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

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

- d. The City may request additional copies of deliverables upon payment to TCRPC of the actual reproduction cost.

VIII. Fees and Reimbursable Expenses

1. **Fees:** The total fee for the Palm Beach Gardens Station Area TOD Master Plan, as described in the scope above, shall be **\$150,000**. Funding for this effort will come from the FTA Pilot Planning Grant (\$120,000) and the City of Palm Beach Gardens (\$30,000). The total fee includes travel, out of pocket expenses (printing and reproduction costs), film processing, mail, couriers, and other costs related to the professional services to be provided, including all sub-consultant costs.
2. **Payment Schedule:** The fee payments from the City of Palm Beach Gardens to TCRPC shall be according to the following schedule:
 - **10% (\$3,000)** of the professional fees due upon execution of this agreement.
 - **50% (\$15,000)** of the professional fees due upon completion of the Palm Beach Gardens Design Workshop.
 - **30% (\$9,000)** of the professional fees due upon submittal of draft Palm Beach Gardens Station Area TOD Master Plan and findings.
 - **10% (\$3,000)** of the professional fees due upon submittal of final, revised Palm Beach Gardens Station Area Master Plan.
3. **Grant Funds:** TCRPC shall periodically invoice SFRTA drawing on the grant funds (\$120,000) as the work progresses and in accord with the agreement between TCRPC and SFRTA.

IX. Anticipated Timeline (contingent upon execution of Interlocal Agreement in July 2017):

AUGUST – OCTOBER 2017:

Execute Agreement and begin Due Diligence work and analysis.

SEPTEMBER/DECEMBER 2017:

Conduct public input phase, including Public Design Workshop.

DECEMBER 2017:

Deliver DRAFT Palm Beach Gardens Station Area TOD Master Plan and Report, including findings and recommendations

MARCH 2018:

Deliver FINAL Palm Beach Gardens Station Area TOD Master Plan and Report, including findings and recommendations

JANUARY/JUNE 2018:

Master Plan Adoption Hearings