

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Will Allen / 954-2903

SUBJECT: Ratification Of DRI

AFFECTED DISTRICT: District 1

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING AN AGREEMENT BETWEEN THE INSTITUTE FOR COMMUNITY COLLABORATION, INC. AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY TO APPROVE THE PROPOSAL FOR PLANNING SERVICES TO PREPARE AN APPLICATION FOR DEVELOPMENT APPROVAL (ADA) FOR AN AREAWIDE DEVELOPMENT OF REGIONAL IMPACT (DRI) FOR THE STATE ROAD 7 MASTER PLAN AREA; AUTHORIZING THE MAYOR TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING HIS SIGNATURE TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The CRA Board approved an agreement with the Institute for Communitiy Collaboration (aka as the South Florida Regional Planning Council) on September 25, 2006. This action approved an agreement for providing additional planning services necessary to redevelop the State Road 7 Corridor. This agreement is to provide services to complete the Application for Development Approval for an Areawide Development of Regional Impact. This DRI will enable any area within the State Road 7 Corridor which might exceed the development thresholds requiring a DRI. Thus any area within the corridor would not have to go through the lengthy process of having a DRI approved in the future. Essentially this treats the entire area as a DRI. The cost of this planning is expected to be \$350,000. The CRA would want to recover the cost and fees incurred for the DRI ADA preparation in the future as is required in Task F of the agreement.

PREVIOUS ACTIONS: None

CONCURRENCES: The Davie CRA Board approved the agreement on September 25, 2006.

FISCAL IMPACT:

Has request been budgeted? YES
If yes, expected cost: \$350,000

RECOMMENDATION(S): Motion to approve Resolution.

ATTACHMENTS: Resolution
Agreement For Professional Services

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING AN AGREEMENT BETWEEN THE INSTITUTE FOR COMMUNITY COLLABORATION, INC. AND THE DAVIE COMMUNITY REDEVELOPMENT AGENCY TO APPROVE THE PROPOSAL FOR PLANNING SERVICES TO PREPARE AN APPLICATION FOR DEVELOPMENT APPROVAL (ADA) FOR AN AREAWIDE DEVELOPMENT OF REGIONAL IMPACT (DRI) FOR THE STATE ROAD 7 MASTER PLAN AREA; AUTHORIZING THE MAYOR TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING HIS SIGNATURE TO SAID RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town is a member of the State Road 7/441 Collaborative, a partnership of Broward County local governments dedicated to improving the corridor by promoting economic vitality, aesthetic improvement, community redevelopment and safety; and

WHEREAS, the Town of Davie approved Resolution R-2005-236 on September 7, 2005 adopting the vision articulated in the master plan for State Road 7/441; and

WHEREAS, the Institute for Community Collaboration, Inc. submitted a scope of services to prepare documents which would help with the implementation of the master plan by preparing an application for Development Approval for an Areawide Development of Regional Impact for the State Road 7 Charrette Master plan area; and

WHEREAS, the Davie CRA Board approved funding for these planning services in an amount not to exceed \$350,000; and

WHEREAS, the Davie CRA Board approved an agreement between the Institute for Community Collaboration, Inc. and the Town of Davie Community Redevelopment Agency at their meeting of September 25, 2006.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town of Davie does hereby ratify the Agreement between the Institute for Community Collaboration, Inc. and the Town of Davie Community Redevelopment Agency for providing planning services related to implementing the recommendations of the State Road 7 Charrette Master Plan by preparing the Application for Development Approval (ADA) for an Areawide Development of Regional Impact (DRI) for the State Road 7 Charrette Master Plan area.

SECTION 2. The Town Council hereby authorizes the Mayor to execute an Agreement between the Institute for Community Collaboration, Inc. and the Town of Davie Community Redevelopment Agency for the above stated planning services.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2006.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made and entered into this ___th day of November 2006, by and between the TOWN OF DAVIE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as “DAVIE CRA” and the INSTITUTE FOR COMMUNITY COLLABORATION, INC., a not-for-profit Florida corporation, whose address is 3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021, hereinafter referred to as “ICC”

WITNESSETH:

WHEREAS, the Davie CRA desires to engage professional services related to implementing the recommendations of the Town of Davie State Road 7 Charrette Master Plan, particularly the preparation of the Application for Development Approval (ADA) for an Areawide Development of Regional Impact for the State Road 7 Charrette Master Plan area; and

WHEREAS, the ICC may enter into contracts to provide, at cost, such services related to its responsibility as may be requested by local governments or organizations within the state and which the ICC finds feasible to perform; and

WHEREAS, the parties hereto have agreed upon a Scope of Services and Method of Compensation for work to be performed hereunder by the ICC and attached hereto and made a part hereof as Exhibit “A”;

NOW THEREFORE, in consideration of the promises, the mutual covenants, conditions, provisions and undertakings herein contained, and for other good and valuable considerations, the parties do mutually covenant and agree with each other as follows:

ARTICLE I COMPENSATION

1.1 The Davie CRA agrees to engage the services of ICC as provided in Exhibit “A”, consistent with the terms, conditions and provisions of this Agreement and other applicable, professional and ethical requirements. The ICC shall proceed under the direction of the Davie CRA in performing services under this agreement.

1.2 The Davie CRA agrees to pay and to compensate the ICC consistent with the terms, conditions and provisions set forth in Exhibit "A", attached hereto and made a specific part hereof. The Redevelopment Administrator of the Davie CRA shall receive and approve all requests for payment.

1.3 Both the Davie CRA and the ICC agree that the ICC at all times shall act as an independent contractor in the performance of its duties under this Agreement. In no event, however, shall the ICC be considered an employee of the Davie CRA. Accordingly, the ICC shall be responsible for the payment of all taxes arising out of the ICC's activities in accordance with this Agreement including, by way of illustration but not limitation, Federal income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as may be lawfully required of a consultant performing such services.

ARTICLE II

TERM AND CANCELLATION

2.1 This Agreement shall begin November 1, 2006 or upon execution by both parties, whichever occurs first, and shall end December 31, 2008, unless terminated earlier in accordance with the provisions of this Agreement. To the extent that the ICC has been directed by the Davie CRA to perform services hereunder prior to the execution hereof by the ICC, then, in that event, Exhibit "A" shall reflect such total compensation as may be earned and payable to the ICC in accordance with Exhibit "A".

2.2 It is anticipated that the ICC shall fulfill its obligations under this Agreement with concentrations of professional time which may vary from day to day, or week to week.

2.3 Either party may cancel this Agreement for cause upon such written notice as is reasonable under the circumstances to the other party in writing, by certified mail, personal delivery or facsimile transfer. Cause shall include, but not be limited to, misuse of funds, fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the consultant to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended. In the event of cancellation by the Davie CRA, it shall still be responsible for payment for services rendered and reasonable costs incurred to date. In the event of a cancellation by the ICC, the amount owed by the Davie CRA shall be prorated to reflect the amount of services actually received.

ARTICLE III

GENERAL PROVISIONS

3.1 It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understanding applicable to the matters contained herein and that the parties agree that there are no commitments, agreements, or understanding concerning the subject matter of

this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

3.2 It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in written document executed with the same formality and with equal dignity herewith.

3.3 This document shall be executed in at least two (2) counterparts each of which shall be deemed to be a duplicate original.

3.4 This Agreement is executed and is to be performed in the State of Florida, and shall be governed by and construed in accordance with the laws of the State of Florida.

3.5 In connection with any conflict arising out of this Agreement, the parties hereto agree to mediate the dispute prior to instituting any litigation in connection with this Agreement. The mediator shall be an individual agreed to by all parties. All costs of mediation shall be shared equally by the parties and the mediation shall be initiated within 30 days of the conflict being expressed in writing by either party. In the event of litigation arising out of this Agreement, including any administration, trial level, or appellate proceedings, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and paralegal costs.

3.6 If any clause, section or other part or application of this Agreement shall be held by any Court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and so not affecting the validity of the remaining portions or applications remaining in full force and effect.

3.7 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by facsimile transmission with certification of transmission to the receiving party, addressed to the following individuals:

ICC:

David Dahlstrom, Project Manager
Institute for Community Collaboration, Inc.
3440 Hollywood Boulevard, Suite 140
Hollywood, FL 33021

Town of Davie CRA:

Will Allen, Redevelopment Administrator
Town of Davie CRA
4700 Davie Road, Suite C
Davie, FL 33314-3399

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates of each signature. The INSTITUTE FOR COMMUNITY COLLABORATION, INC., through its Executive Director, is authorized to execute same.

INSTITUTE FOR COMMUNITY COLLABORATION, INC.:

Carolyn A. Dekle,
EXECUTIVE DIRECTOR

Date

Approved as to legal form:

BY: _____
SAMUEL S. GOREN, ESQ.
General Counsel to ICC

Town of Davie CRA

Mark Engel, CRA Chair

Date



THE INSTITUTE FOR COMMUNITY COLLABORATION, INC.

AN AFFILIATED ORGANIZATION OF THE SOUTH FLORIDA REGIONAL PLANNING COUNCIL

September 20, 2006

Mr. Ken Cohen
Acting Town Administrator
Town of Davie
6591 Orange Drive
Davie Florida, 33314-3399

Mr. Will Allen
Redevelopment Administrator
Town of Davie CRA
4700 Davie Road, Suite C
Davie, FL 33314-3399

RE: Town of Davie Areawide DRI Continuing Services

Gentlemen:

Thank you for the opportunity to submit this proposal for planning services related to implementing the recommendations of the Town of Davie State Road 7 Charrette Master Plan, particularly the preparation of the Application for Development Approval (ADA) for an Areawide Development of Regional Impact (DRI) for the State Road 7 Charrette Master Plan area.

The Institute for Community Collaboration, Inc. (ICC) is prepared to offer the Town of Davie Community Redevelopment Agency (CRA) and Town of Davie additional planning services needed to quickly begin and complete the required ADA in association with the adoption of the proposed Transit Oriented Corridor (TOC) future land use amendment. A concurrent submission of the DRI will allow the Town to further analyze project impacts and provide for the coordination of facilities needed to address those impacts.

A proposed scope of work related to implementation activities is attached for your consideration. Also attached for your reference are materials explaining the DRI process and guidelines. Should the Town of Davie CRA and Town of Davie wish to utilize the services of the ICC, please do not hesitate to contact me. The ICC can proceed with this scope of work either through an executed letter of agreement or through a more formal agreement, at your preference.

We look forward to providing any assistance you may need.

Sincerely,

David Dahlstrom, AICP
Project Manager

DD/im

PROJECT TASKS

TASK A – AREAWIDE DRI STAFF WORKING GROUP

Upon commencement, the ICC will convene a meeting with Town of Davie CRA and Town of Davie staff (Staff Working Group) to establish protocols and confirm project name, timetables, expectations, and needs. The ICC will provide the Town of Davie CRA and the Town of Davie with instruction on the DRI process and protocols.

The Town of Davie shall serve as the DRI Applicant. The Staff Working Group will meet bi-weekly (or at a minimum monthly) to ensure that that Areawide DRI ADA project is proceeding as warranted. The Staff Working Group will make recommendations as to the progress of the work tasks and will review all work products prior to their distribution and submission. The ICC will work with the Town of Davie CRA and the Town of Davie in preparing and maintaining a timeline needed to meet the target completion date of December 2007.

Timeframe: Bi-weekly upon commencement for approximately 12 months.

Costs: Included in Task B.

TASK B – DRI PRE-APPLICATION

Upon commencement of the DRI Staff Working Group and project timetable, the ICC will solicit bids from qualified firms with specific technical skills to address the unique transit-oriented solutions desired for this project area. The ICC will prepare the required DRI Pre-Application Package and submit the draft DRI Pre-Application Package to the Staff Working Group for review and approval. (Attachment B).

Timeframe: Prior to May 31, 2007 is recommended to maintain a December 2007 completion.

Pre-Application Package Cost: \$105,000

Payment Schedule to ICC:

\$15,000 Upon execution of Agreement (October 2006)

\$35,000 Upon selection of qualified transit-oriented solutions consultant (January 2007)

\$35,000 Upon submission of draft DRI Pre-Application Package to Staff Working Group (April 2007)

\$25,000 Upon submission of final DRI Pre-Application Package to review agencies (June 2007)

TASK C – DRI Pre-Application Transmittal and Agreement

Upon approval of the DRI Pre-Application Package by the Staff Working Group, the ICC will schedule a DRI Pre-Application Conference with the SFRPC and reviewing agencies. The ICC will work with the Applicant to transmit the DRI Pre-Application Package to the regional planning agency. The purpose of the DRI-Pre Application Conference is to present the project scope to the various review agencies. Based upon the location and scope of the project, the review agencies will recommend which questions within the DRI Application for Development Approval (ADA) the Applicant must respond and indicate any specific methodologies or parameters that must be followed in which to conduct the DRI analysis.

*Pursuant to 9J-2.0252(2)(a), F.A.C., the Applicant is responsible for entering into a contract with the regional planning agency which obligates the Applicant to reimburse the regional planning agency for coordinating the agency review of the DRI ADA. A deposit in the amount of \$15,000 is payable to the regional planning agency at the time of Pre-Application. (Attachment C).

Timeframe: Prior to May 31, 2007 is recommended to maintain a December 2007 completion.

Pre-Application Deposit to SFRPC: \$15,000

Payment Schedule to SFRPC: \$15,000 Upon submittal of DRI Pre-Application Package (June 2007)

Task D - DRI Application for Development Approval (ADA)

Upon completion of the DRI Pre-Application, the ICC will coordinate the preparation of all related material necessary to address the required DRI ADA questions, as outlined in the regional planning council's Pre-Application Summary. The ICC will prepare a schedule to complete the required analysis. Upon completion of each required question, the ICC will submit the responses to the Staff Working Group for review and approval. Upon completion of all required ADA questions, the ICC will request a meeting with the regional planning council and the review agencies to present the findings of the ADA. In addition to the required ADA questions, the ICC proposes to submit the draft Development Order conditions at the time of the ADA to expedite the review process. (Attachment A).

*Pursuant to 9J-2.0252(2)(a), F.A.C., the Applicant is responsible for submitting an additional deposit in the amount of \$20,000 payable to the regional planning agency at the time of Pre-Application.

**It is recommended that the proposed Town of Davie Drainage Master Plan incorporate the analysis requirements pursuant to Chapter 380.06, F.S. The Drainage Master Plan will incorporate a larger geographic area and will provide greater detail and analysis that could provide valuable information in development of the DRI ADA and Development Order conditions.

Timeframe: Prior to September 30, 2007 is recommended to maintain a December 2007 completion.

DRI ADA Cost: \$170,000

Payment Schedule to ICC:

\$55,000 Upon receipt of pre-application summary (May 2007)

\$50,000 Upon submission of draft ADA (August 2007)

\$25,000 Upon submission of final ADA (September 2007)

DRI ADA Cost to SFRPC: \$20,000 - \$45,000*

Payment Schedule to SFRPC:

\$20,000 Upon submission of ADA (September 2007). Not to exceed \$45,000.

*Pursuant to Rule 9J-2.0252(2)(a), F.S., the regional planning council may seek reimbursement for review costs. This figure is an estimated cost.

Task E – DRI Sufficiency

Upon review of the DRI ADA by the regional planning council and reviewing agencies, the regional planning council will issue a determination of application sufficiency. If there are any sufficiency issues identified, the ICC will prepare all necessary responses and submit them to the Staff Working Group for review and approval. Upon approval of any sufficiency requests, the ICC will submit the DRI ADA to the regional planning agency for review.

Timeframe: Within 30 days of receipt. A finding of non-sufficiency will likely result in a delay in meeting the December 2007 timeframe.

Cost: Included in Task D.

Task F – DRI Draft Development Order

Upon finding of sufficiency of the DRI ADA by the regional planning council and review agencies, the ICC will provide a draft Development Order for review by regional planning council and reviewing agencies. The draft Development Order will identify the need mitigation measures to address any identified regional and local impacts. The draft development order will identify a mechanism for the Town of Davie and Davie CRA to recover costs and fees incurred for the DRI ADA preparation and identified improvements. The draft Development Order will provide the regional planning council with the necessary information needed to prepare their Staff Impact Assessment Report.

Cost: Included in Task D.

Task G – Consolidated ADA

Upon approval of the Areawide DRI ADA by the Town Council, the ICC will assist the Town of Davie CRA and the Town of Davie with preparing and submitting the Consolidated ADA to the regional planning council.

Cost: \$25,000

Payment schedule to ICC: \$25,000 Upon submission of consolidated ADA (April 2008)

DRAFT SCOPE OF WORK SUMMARY

<u>TASK</u>	<u>TIMEFRAME</u>	<u>COST</u>
A. Staff Working Group	Months 0-12 (November 2006 – December 2007)	Included in Task B
B. ICC DRI-Pre Application Package (June 30, 2007 Target Meeting)	Months 0-7	\$105,000
C. SFRPC DRI-Filing Deposit	Month 6	\$15,000
D. ICC DRI-ADA Submission (September 30, 2007 Target)	Month 10	Not to exceed \$170,000*
SFRPC ADA-Filing Deposit	Month 10	\$20,000
SFRPC DRI Review Fees	Months 8-12	\$Up to 40,000**
E. DRI Sufficiency (October, 2007 Target Sufficiency)	Month 12	Included in Task D
F. DRI Draft Development Order	Month 10-12	Included in Task D
G. Consolidated ADA (April 2008)	Month 12+	\$25,000

Project Expenditures by Fiscal Year

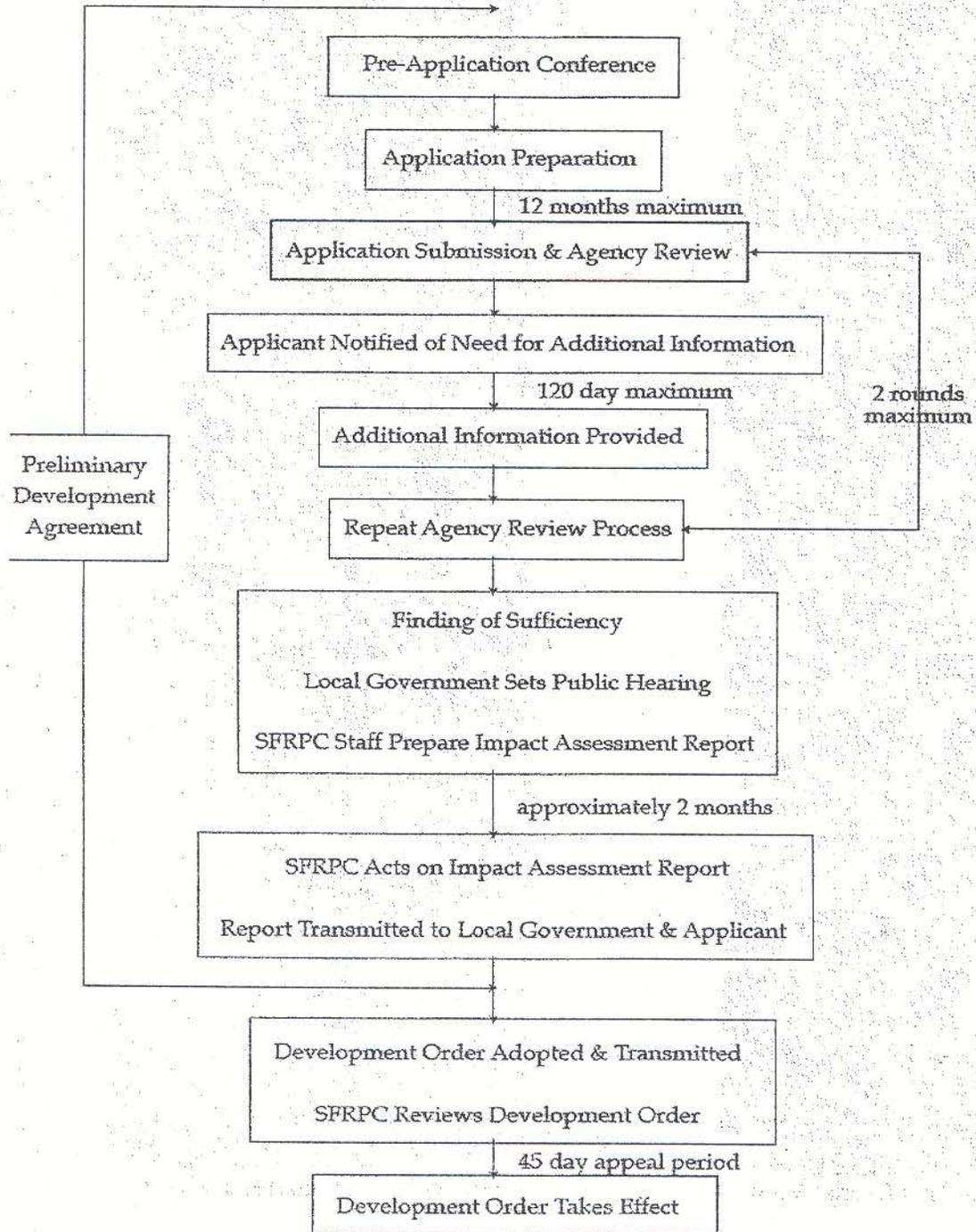
Sub-Totals		
October 1, 2006– September 30, 2007	Months 0-12	
ICC		\$250,000*
SFRPC		\$ 75,000**
Total FY 2006/2007		\$325,000
October 1, 2007 - April 30, 2008	Months 12-18	
ICC		\$ 25,000
SFRPC		\$ 0
Total FY 2007/2008		\$ 25,000
Estimated Total Cost To ICC		\$275,000
Project Total Not To Exceed Including DRI Fees		\$350,000

* Does not include DRI Drainage analysis. The DRI Drainage analysis will be conducted and provided by the Town of Davie and completed within the scope of the Drainage Master Plan. The Drainage Master Plan must comply with the provisions of Chapter 380, F.S. and as specified within the DRI Pre-Application Agreement and should be completed no later than May 2007.

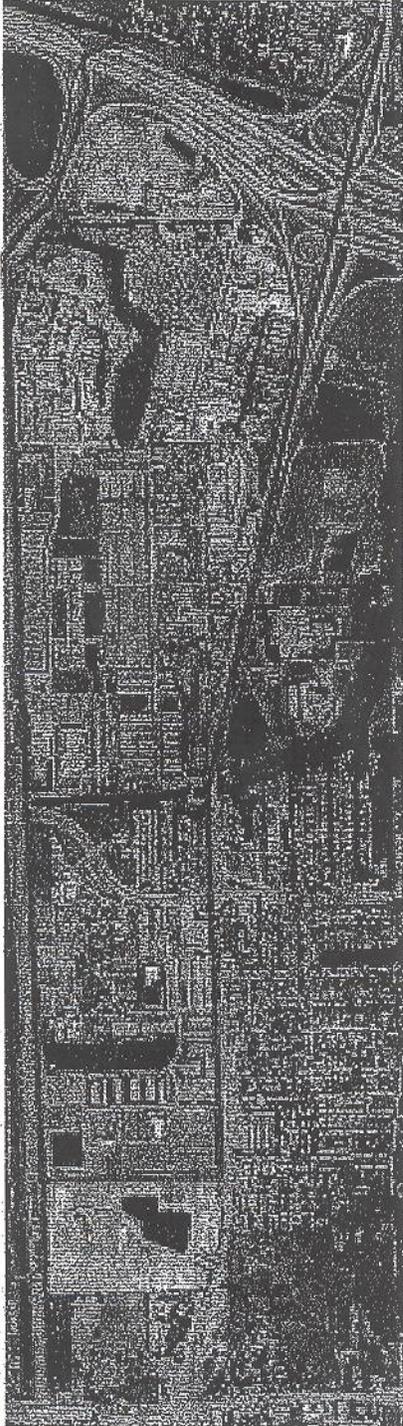
** Estimated cost. Pursuant to Chapter 380, F.S., the DRI Applicant may request that a portion of any unused DRI fees to returned.



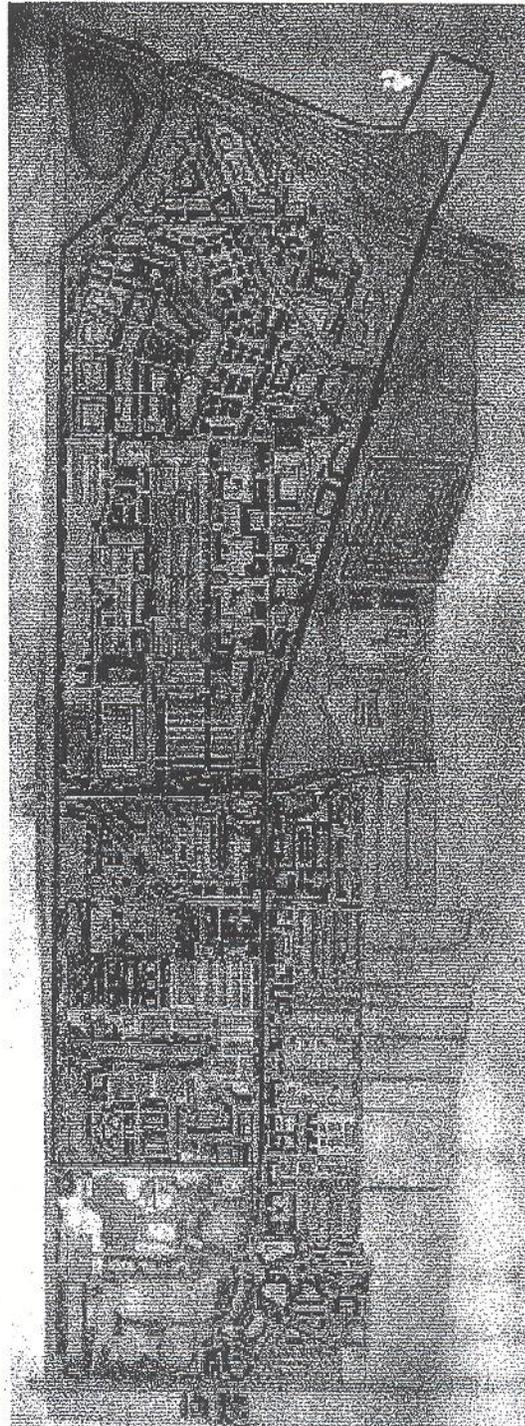
GENERAL STAGES OF THE DRI PROCESS



ATTACHMENT D



Subject Area (Aerial View)



Subject Area (Charrette View)