



VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council

Franklin H. Caplan, *Mayor*

Michael E. Kelly, *Vice Mayor*

Michael W. Davey

Enrique Garcia

Robert Gusman

Mayra P. Lindsay

James S. Taintor

Village Manager

Genaro "Chip" Iglesias

DATE: December 6th, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Interim Village Manager

RE: Professional Consultant Agreement: Regarding the Master Plan Appraisal Report (EAR), the State of Florida Department of Economic Opportunity's Objections, Recommendations, and Comments (ORC), and Amendments to the Master Plan

RECOMMENDATION

It is recommended that the Village Council approve the attached resolution and agreement which provides for consultant services with The Bell David Planning Group. These services will assist the Village in addressing the State of Florida Department of Economic Opportunity's Objections, Recommendations, and Comments (ORC) regarding an ordinance that was approved on first reading that amended our Master Plan based on the recommendations contained in the Evaluation and Appraisal (EAR) report. The Bell David Planning Group will assist staff in the preparation of January 17th, 2012 workshop.

BACKGROUND

On November 8th, 2011, the Village Council discussed how best to proceed regarding the State of Florida Department of Economic Opportunity's Objections, Recommendations, and Comments (ORC) Report. This ORC Report addresses the amendments to the Master Plan that were approved by the Village Council on February 9th, 2010 that were based on the recommendations contained in the EAR. The Village Council set a workshop on January 17th, 2012, to review these documents and to provide direction to my office and the Village Attorney on how to proceed to incorporate the requested changes into the ordinance that was approved on first reading.

At that the November 8th, 2011 Village Council meeting, the Building, Zoning, and Planning Director advised that it was the Village's intention to engage the services of a consultant to assist the Village in complying with the State's comments. Village Staff contacted the following firms and requested proposals: Wallace Roberts and Todd (WRT), Corradino and Associates, and Bell David Planning Group, Inc. WRT did not submit a proposal. During discussions with Corradino and Associates, it was discovered they are consultants to Consultatio Real Estate, Inc., the developers of property at 350

Ocean Drive. As such, it was determined that Corradino and Associates may have a conflict of interest as it relates to our recreation and open space concurrency shortfall.

The scope of services requires a planning firm to have extensive knowledge of the growth management legislation and an understanding on how to comply with the State's requirements. The Bell David Planning Group meets these requirements. Attached are their credentials. The Village has received notification from the State that our date to submit the amendments to the Master Plan has been extended to June 26th, 2012.

The attached Agreement provides for compensation in the amount of \$9,500. The funding source is the Professional Services Line Item in the Building, Zoning, and Planning Department FY12 budget.

RESOLUTION NO. 2011 - _____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, APPROVING AN AGREEMENT WITH BELL DAVID PLANNING GROUP, INC. FOR THE PREPARATION OF THE EVALUATION AND APPRAISAL REPORT (EAR) BASED AMENDMENTS; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Key Biscayne (the “Village”) Village Council desires to retain Bell David Planning Group, Inc. to assist in the preparation of the Evaluation and Appraisal Report (EAR) based amendments; and

WHEREAS, the Village Council finds that the approval of the agreement, in substantially the form attached hereto as Exhibit “A,” with Bell David Planning Group, Inc. for the above referenced services is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above stated recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Approval of Agreement. The Village Council hereby approves the agreement, in substantially the form attached hereto as Exhibit “A.” with Bell David Planning Group, Inc. for assistance in the preparation of the Evaluation and Appraisal Report (EAR) based amendments.

Section 3. Village Manager Authorized. The Village Manager is hereby authorized to execute the agreement, in substantially the form attached hereto as Exhibit “A,” with Bell David Planning Group, Inc. for assistance in the preparation of the Evaluation and Appraisal Report (EAR) based amendments.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of December, 2011.

FRANK CAPLAN, MAYOR

ATTEST:

CONCHITA H. ALVAREZ, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE VILLAGE OF KEY BISCAYNE
AND
BELL DAVID PLANNING GROUP, INC.**

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day of _____, 2011 (the “Effective Date”), by and between the **VILLAGE OF KEY BISCAYNE, FLORIDA**, a Florida municipal corporation (hereinafter the “Village”), and **BELL DAVID PLANNING GROUP, INC.** a Florida corporation (hereinafter the “Consultant”).

WHEREAS, the Consultant and Village, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for preparation of Evaluation of Appraisal Report based comprehensive plan amendments (the “Project”); and

WHEREAS, the Village desires to engage the Consultant to perform the services and provide the deliverables as specified below.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the Village agree as follows:

1. **Scope of Services.**

1.1. The Consultant shall furnish such professional services and provide deliverables (the “Services”) as described in the Proposal for Consultant Services for Village of Key Biscayne 2012 Master Plan Evaluation and Appraisal Report-Based Amendments attached hereto as Exhibit “A.”

2. **Term/Commencement Date.**

2.1 This Agreement shall become effective upon the Effective Date and shall remain in effect until Consultant completes the Services described herein, unless earlier terminated in accordance with Paragraph 8.

2.2 Consultant agrees that time is of the essence and that the completion of these Services are necessary to meet deadlines imposed by the State of Florida.

3. **Compensation and Payment.**

3.1 Compensation for Services provided by Consultant shall be in accordance with the fee schedule provided in Exhibit “A.”

3.2 Consultant shall deliver an invoice to Village no more often than once per month detailing Services completed and the amount due to Consultant under this Agreement. Fees shall be paid in arrears each month, pursuant to Consultant's invoice, which shall be based upon the percentage of work completed for each task invoiced. The Village shall pay the Consultant in accordance with the Florida Prompt Payment Act after approval and acceptance of the Services by the Village Manager.

4. **Subconsultants.**

4.1 The Consultant shall be responsible for all payments to any subconsultants and shall maintain responsibility for all work related to the Project.

4.2 Consultant may only utilize the services of a particular subconsultant with the prior written approval of the Village Manager, which approval may be granted or withheld in Village Manager's sole discretion.

5. **Village's Responsibilities**

5.1 Village shall make available any maps, plans, existing studies, reports and other data pertinent to the Services and in possession of the Village.

5.2 Upon Consultant's request, Village shall reasonably cooperate in arranging for access to any real property as required for Consultant to perform the Services.

6. **Consultant's Responsibilities**

6.1 The Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services for the Project as is ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement or within two (2) years from the completion of the Project, it is determined that the Consultant's deliverables or services are incorrect, not properly rendered, defective, or fail to conform to the Services for the Project, upon written notification from the Village Manager, the Consultant shall at Consultant's sole expense, immediately correct the work.

6.2 The Consultant hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under Federal, State and local laws applicable to and necessary to perform the Services for Village as an independent contractor of the Village.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, provide any consulting services to any private sector entities (developers, corporations, real estate investors, etc.), with any adversarial issues in the Village. For the purposes of this section “adversarial” shall mean any development application where staff is recommending denial or denied an application, or an administrative appeal or court action wherein the Village is a party.

8. **Termination.**

8.1 The Village Manager, without cause, may terminate this Agreement upon thirty (30) days written notice to the Consultant. The Village Manager, with cause, may terminate this Agreement upon Consultant’s failure to cure such cause within thirty (30) days after written notice was received.

8.2 Upon receipt of the Village's written notice of termination, Consultant shall immediately stop work on the Project unless directed otherwise by the Village Manager.

8.3 In the event of termination by the Village, the Consultant shall be paid for all work accepted by the Village Manager up to the date of termination, provided that the Consultant has first complied with the provisions of Paragraph 8.4.

8.4 The Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services and the Project to the Village, in a hard copy and electronic format within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Insurance.**

9.1 Consultant shall secure and maintain throughout the duration of this Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the Village against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida, be rated AB or better, and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers. Any insurance maintained by the Village shall be in excess of the Consultant’s insurance and shall not contribute to the Consultant’s insurance. The insurance coverages shall include a minimum of the amounts set forth in this Section 9.

9.2 **Worker’s Compensation and Employer’s Liability Insurance.** Coverage to apply for all employees for statutory limits as required by

applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$500,000.00 each accident.

- 9.3 **Comprehensive Automobile and Vehicle Liability Insurance.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Village against claims for injuries to members of the public and/or damages to property of others arising from the Consultant's use of motor vehicles or any other equipment and shall cover operation with respect to onsite and offsite operations and insurance coverage shall extend to any motor vehicles or other equipment irrespective of whether the same is owned, non-owned, or hired. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office.
- 9.4 **Commercial General Liability.** This insurance shall be written in comprehensive form and shall protect the Consultant and the Village against claims arising from injuries to members of the public or damage to property of others arising out of any act or omission to act of the Consultant or any of its agents, employees, or subcontractors. The limit of liability shall not be less than \$1,000,000.00 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include: (1) Premises and/or Operations; (2) Independent contractors and Products and/or completed Operations; (3) Broad Form Property Damage, Personal Injury and a Contractual Liability Endorsement, including any hold harmless and/or indemnification agreement.
- 9.5 **Certificate of Insurance.** Consultant shall provide the Village Manager with Certificates of Insurance for all required policies. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to require the Consultant to provide a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Services, renewal Certificates of Insurance or policies shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village Manager.

9.6 **Additional Insured.** The Village is to be specifically included as an Additional Insured for the liability of the Village resulting from operations performed by or on behalf of Consultant in performance of this Agreement. Consultant's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to Consultant's insurance. Consultant's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured in the same manner as if separate policies had been issued to each.

9.7 **Deductibles.** All deductibles or self-insured retentions must be declared to and be approved by the Village Manager. The Consultant shall be responsible for the payment of any deductible or self-insured retentions in the event of any claim.

10. **Nondiscrimination.**

10.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. **Attorneys Fees and Waiver of Jury Trial.**

11.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. **Indemnification.**

12.1 Consultant shall defend, indemnify, and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant

shall reimburse the Village for all its expenses including reasonable attorneys fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or non-performance of this Agreement.

12.2 The provisions of this section shall survive termination of this Agreement.

13. **Notices/Authorized Representatives.**

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Village: John C. Gilbert
Interim Village Manager
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, FL 33149

With a copy to: Stephen J. Helfman, Esq.
Village Attorney
Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.
2525 Ponce de Leon Blvd.
Coral Gables, Florida 33134

For The Consultant: Alex David, AICP
Bell David Planning Group, Inc.
774 N.E. 126 Street
North Miami, FL 33161
Tel: (786) 514-0121

14. **Governing Law.**

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation arising out of this Agreement shall be proper exclusively in Miami-Dade County, Florida.

15. **Entire Agreement/Modification/Amendment.**

15.1 This writing contains the entire Agreement of the parties and supercedes any prior oral or written representations. No representations were made or

relied upon by either party, other than those that are expressly set forth herein.

- 15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.
- 15.3 Consultant represents that is an entity validly existing and in good standing under the laws of Florida. The execution, delivery and performance of this Agreement by Consultant have been duly authorized, and this Agreement is binding on Consultant and enforceable against Consultant in accordance with its terms. No consent of any other person or entity to such execution, delivery and performance is required.

16. **Ownership and Access to Records and Audits.**

- 16.1 Consultant acknowledges that all inventions, innovations, improvements, developments, methods, designs, analyses, drawings, reports and all similar or related information (whether patentable or not) which relate to Services to the Village which are conceived, developed or made by Consultant during the term of this Agreement (“Work Product”) belong to the Village. Consultant shall promptly disclose such Work Product to the Village and perform all actions reasonably requested by the Village (whether during or after the term of this Agreement) to establish and confirm such ownership (including, without limitation, assignments, powers of attorney and other instruments).
- 16.2 All records, books, documents, maps, data, deliverables, papers and financial information (the “Records”) that result from the Consultant providing the Services to the Village under this Agreement shall be the property of the Village.
- 16.3 The Village Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.
- 16.4 The Village may cancel and terminate this Agreement immediately for refusal by the Consultant to allow access by the Village Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the Village Manager. The Village is relying upon the apparent qualifications and expertise of the Consultant, and such firm's familiarity with the Village's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Consultant and its employees, volunteers and agents shall be and remain an independent contractor and not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. **Compliance with Laws.**

20.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in carrying out Services under this Agreement, and in particular shall obtain all permits from all jurisdictional agencies to perform the Services under this Agreement.

21. **Waiver**

21.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

22. **Survival of Provisions**

22.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the

Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

23. **Prohibition of Contingency Fees.**

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

24. **Public Entity Crimes Affidavit**

24.1 Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

25. **Counterparts**

25.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

VILLAGE:

VILLAGE OF KEY BISCAWAYNE

CONSULTANT:

BELL DAVID PLANNING GROUP, INC.

By: _____
John C. Gilbert, Interim Village Manager

By: _____
Name: _____
Title: _____

Attest: _____
Conchita Alvarez, Village Clerk

Approved as to Form and Legal Sufficiency:

Village Attorney

EXHIBIT "A"



BELL DAVID PLANNING GROUP, INC.

Navigating Florida's Planning Requirements

774 NE 126th Street, Suite 1, North Miami, Florida 33161
(786) 514 -0121 ph. / (305) 675-0507 fax
www.bell david.com

**PROPOSAL FOR CONSULTANT SERVICES
VILLAGE OF KEY BISCAYNE 2012 MASTER PLAN EVALUATION AND
APPRAISAL REPORT-BASED AMENDMENTS**

Proposal VKB2011-01

The following Scope of Services details the steps by which Bell David Planning Group (BDPG) proposes to assist the Village in amending its Master Plan in accordance with its adopted Evaluation and Appraisal Report. This scope is based on the requirements of: Chapter 163, F.S. and BDPG's experience.

TASK 1. Revisions to and Adoption of the EAR-based Amendments

BDPG will revise the proposed amendments to address the objections, recommendations, and comments of the Department of Economic Opportunity (DEO) and will present the amendments to the Village Council for adoption in an advertised public hearing.

The Department identified a series of objections and comments (objections are mandated to be addressed while comments are advisory) related to lack of required maps, lack of a long term planning timeframe, lack of a 5-year schedule of capital improvements and failure to address hurricane evacuation times and coastal high hazard areas.

BDPG will submit the required map series with changes to extend the planning timeframes and review the Transportation Element to order to address the objections. A definition of CHHA will be added and hurricane evacuation time will be amended to reflect statute. The Capital Improvement Element will be reviewed and CIS amended as necessary. The inconsistency between policies on water usage will be addressed as well as issues relating to water supply planning (see below). The Department's minor comments will also be addressed.

Bell David Planning Group

VKB2011-01

EAR-based Amendments Adoption

Finally, the revisions to the amendments when adopted shall render them consistent with Chapter 187, F.S.

Water Supply Plan Sub-Task

As part of this overall Task, BDPG will coordinate with the Village, Miami-Dade County PERA, Water and Sewer Department and the South Florida Water Management District in order to re-write portions as necessary and secure approvals for the Village's state-mandated Water Supply Plan. It is recommended that the Plan be revised to reflect a longer time frame in order to be consistent with the County's Water Supply Plan. BDPG will conduct a series of meetings beginning with the Department of Planning and Zoning and concluding with meetings, as necessary, with WASD, SFRPC, SFWMD and Department of Economic Opportunity. These meetings are necessary in order to gather pertinent data needed for revisions to and completion of the Water Supply Plan and water supply related Master Plan Amendments. BDPG will review any new Population and Water Demand Forecasts (based on new GPD) for the new planning period and revise Goals, Objective and Policies as necessary in conjunction with this Sub-Task.

BDPG will assist the Village with revising the map series to depict wellfields, water treatment plant locations, service areas and distribution mains and other necessary information required by state statute. Consistency with the WASD and Lower East Coast Water Supply Plans will also be reviewed as part of this Sub-Task.

BDPG will revise the list of all water supply related Capital Improvement Programs (and any private projects) to determine any impacts to the Village. This listing shall become part of the Village's Capital Improvements Element and Schedule. This will be consistent with the requirements of Florida Statutes as they concern Capital Improvements.

The Village's Water Supply Plan will be adopted (as part of the overall adoption of the EAR-based Amendments) pursuant to Florida Statutes and submitted to the appropriate review agencies to include: Miami-Dade County (for consistency with the County's Plan), the South Florida Water Management District and the State of Florida Department of Community Affairs.

TASK 2.

A series of workshops and public hearings will be held (number to be determined by the Village) leading to the final adoption of the amendments and Water Supply Plan.

TASK 3.

BDPG will then transmit three copies of the adopted amendments package to DEO and copies to designated review agencies. DEO will issue its Notice of Intent to find the adopted amendments in compliance within 45 days. The

effective date of the amendments is approximately two months from submittal of the adopted EAR-based amendments. After the effective date, BDPG will provide the Village with a digital, printer-ready version of the revised Master Plan for publication.

TASK 4.

As the final part of this Proposal, BDPG will revise the existing Master Plan document to incorporate all adopted EAR-based amendment changes into a new single "updated or 2012" version.

Deliverables – Copies of the Adopted Amendments package to DEO, the Village Council and other review agencies; a digital, printer-ready version of the revised Master Plan for publication (post-adoption).

Completion Dates – On or before April 1, 2012 for adoption

Proposed Total Project Cost - \$9,500.00¹

Bell David Planning Group appreciates this opportunity to submit this proposal to the Village of Key Biscayne.

Agreement Submitted by: _____
Alex A. David, AICP, Vice-President
Bell David Planning Group

Date: _____

Agreed to by: _____
Name of Authorized Representative
Village of Key Biscayne

Date: _____

Signature by the Village Representative signifies a notice of intent to proceed with the under the terms noted above. A facsimile signature shall have the same legally binding effect as an original signature.

¹ **Note: The proposed cost includes all costs and expenses (excluding copying and mailing) to be incurred by Bell David Planning Group in completing the EAR-based amendments for the Village in accordance with this Agreement and Scope of Work.**

Team

Jerry H. Bell, AICP, Principal, 20 years
Master of Arts in Urban and Regional
Planning, University of Florida, 1992

Alex A. David, AICP, Principal, 26 years
Master of Business Administration,
Barry University, 1987

Professional Affiliations

Gold Coast Section Florida APA

Miami-Dade County Planners
Technical Committee

Miami-Dade County Public Schools
Citizens Oversight Committee for
Public Schools Facilities Planning

Florida Chapter of the American
Planning Association

University of Florida Urban and
Regional Planning Department
Advisory Council

American Institute Certified Planners.

American Planning Association

National Trust for Historic
Preservation

Professional Awards/ Special Commendations

DCA for the Hialeah Gardens EAR

SFRPC for Aventura and South Miami
EAR processes

TCRPC for Royal Palm Beach EAR

www.bell david.com

Project Goal & Planning Approach

The Bell David Planning Group believes that a community's vision should reflect the common values and interest of the community's citizens and businesses. This vision needs to be built upon the shared needs and concerns of the many different stakeholders in order that all community members may take ownership of the vision. Most importantly, a community vision should not be a "cookie cutter" approach but should reflect the distinct qualities that make a community unique. As such, each process needs to be tailored to the specific goals and needs of the local community.

Our project goal in developing a strategic vision planning is focused on public input processes that enable the community to engage in a discussion about the future. Our planning approach utilizes a design-based, vision-oriented planning process to establish a community vision based on shared goals, needs, and concerns. Through this process, the community will evaluate the past, present, and future visions of the area to create a strategy that allows for economic viability, community livability, and environmental health.

Representative Projects

Destination Deltona: Strategic Visioning Plan.

Role: Project Management

Project Goal: Establish a comprehensive planning process that identifies the key issues facing the City and establishes the City's future planning vision.

Project Solution: Develop a community strategic visioning plan that utilizes an inclusive public engagement process to build community buy-in and stakeholder ownership of the City's future planning practices. The process incorporates a review of City plans and regulations, one-on-one interviews with City staff and officials, and public visioning workshops.



Horizon 2030: City of West Melbourne Comprehensive Plan Update.

Role: Project Management

Project Goal: Establish planning practices to address the community's challenges related to how to protect the City's unique character and small town feel while meeting the needs of its current and future residents.

Project Solution: Develop a vision-based comprehensive planning process through which the City has established a new long-range vision plan. As part of the process, the project developed an innovative land use strategy which utilizes community village areas to set land use development, form, and architectural design standards.

*West
Melbourne*



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Professional Awards/ Special Commendations

DCA for the Hialeah Gardens EAR

SFRPC for Aventura and South Miami
EAR processes

TCRPC for Royal Palm Beach EAR

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Project Goal & Planning Approach

Bell David Planning Group's goal in developing a comprehensive planning process is to 1) meet the State's planning requirements and 2) achieve a community's vision. Our approach utilizes a design-based, vision-oriented planning process to establish a set of comprehensive planning documents that implement the community's vision. Community forums and design based planning techniques are used to engage the stakeholder in the planning efforts. As a result of this community planning process, citizens take ownership in the comprehensive plan as they chart the community's vision for the future.

Our comprehensive planning process is based upon state growth management regulations to ensure that resulting Evaluation and Appraisal Report (EAR) and comprehensive plan documents meet all statutory requirements. State planning officials support this process because they recognize that vision based comprehensive plans are able to articulate a community's character better than comprehensive plans focused on DCA Rule 9J-5, FAC requirements. Through the achievement of a locally-oriented, state-directed plan, the resulting EAR and comprehensive plans meet community needs and state planning priorities.

Representative Projects

Aventura Evaluation and Appraisal Report and EAR-based Amendments.

Role: Project Management

Project Goal: Utilize a public visioning process to execute the state required Evaluation and Appraisal Report and comprehensive plan update process.

Project Solution: Establish a comprehensive planning process through which the City evaluates its past planning practices in order to establish future planning strategies. Central to the update process, is a community visioning process through which community members take a personal take in their community's future vision.



Manalapan Evaluation and Appraisal Report and EAR-based Amendments.

Role: Project Management

Project Goal: Assess the Town's past planning efforts, practices, and policies in order to identify how to amend the adopted comprehensive plan and update the Town's long-range planning framework.

Project Solution: Develop and implement a comprehensive planning process that 1) enables all stakeholders to participate and includes public workshops, intergovernmental scoping meetings, and policy meetings; 2) identifies the Town's key local planning issues; and 3) determines what policy changes are needed to achieve the Town's vision.



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Planning Association

University of Florida Urban and
Regional Planning Department
Advisory Council

American Institute Certified Planners,

American Planning Association

National Trust for Historic
Preservation

Professional Awards/ Special Accommodations

DCA for the Hialeah Gardens EAR

SFRPC for Aventura and South Miami
EAR processes

TCRPC for Royal Palm Beach EAR

www.bell david.com

Project Goal & Planning Approach

Each local municipality is distinct, with its own community needs, values, and goals. In order to ensure the specific needs of a municipality are met, the Bell David Planning Group tailors its municipal planning and land development services to each local government. Such services include review and coordination of land development petitions (annexation, future land use, zoning amendments, subdivision plats, design standards), variances, and sign permits; revisions to land development regulations and standards; and execution of special planning studies and reports.

The project goal for municipal planning and land development services is to meet and exceed the needs of the local municipality by acting as an extension of municipal staff and providing one-on-one service to the locality's residents and businesses. The planning approach used to achieve this goal is to work closely with the municipal's policy leaders and planning staff to identify what the community's planning needs are, determine what services are needed to realize those needs, and tailor project to the municipality.

Representative Projects

Town of Cutler Bay General Planning Services.

Role: Staff Planners

Project Goal: Serve as the general planning consultant and planning department staff for a newly incorporated municipality, with a population of approximately 40,000 residents.

Project Solution: Provide full service planning assistance including: establishment of a Planning and Zoning Department; review development applications, develop the Town's first comprehensive plan, coordinate efforts with County departments, conduct special services, and manage additional projects as directed by the Town.



Indian Creek Village General Planning Consultants.

Role: Project Management/Staff Planner

Project Goal: Function as the Village's general planning consultant and staff planner for a small island community with 38 residences.



Project Solution: Carry out a wide array of long-range and current planning services needed for day to day operations of the Village. Specific activities include review of land development applications including comprehensive plan amendments, rezoning application, and site and development petitions other special projects; rewrite of the Village's Land Development Regulations; and special planning projects.





Specialized Services

Land Development Regulations

Team

Jerry Bell, AICP, Principal, 20 years
Master of Arts in Urban and Regional
Planning, University of Florida, 1992

Alex David, AICP, Principal, 26 years
Master of Business Administration,
Barry University, 1987

Professional Affiliations

Gold Coast Section Florida APA

Miami-Dade County Planners
Technical Committee

Miami-Dade County Public Schools
Citizens Oversight Committee for
Public Schools Facilities Planning

Florida Chapter of the American
Planning Association

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Project Goal & Planning Approach

Land development regulations ensure that the vision established through local comprehensive plans is executed. The most common component of the land development regulations (LDR) is the zoning code, yet LDRs also include architectural design districts, sign codes, landscape requirements, parking standards, annexation regulations, and other overlay districts. Each of these components is essential to the achievement of the community's goal and vision. The Bell David Planning Group has helped establish land development regulations for a range of communities.

Our project goal for municipal land development regulations is to utilize design-based planning practices to establish a set of LDRs that achieve the community's future vision. Pictures, graphics, maps, and charts help explain the development standards and regulations in an easily understood manner. Such practices help ensure that land development practices and community building construction projects achieve the adopted community vision. The specific form and design of the final document is tailored according to the demands of the planning and zoning staff and needs of the community.

Representative Projects

Hialeah Gardens Land Development Regulations.

Role: Project Manager

Project Goal: Establish planning and zoning practices that guide the community's growth and development while maintaining open spaces for parks and recreational activities, protecting its residential areas and commercial areas.



Project Solution: Develop an easy to use and graphically formatted Land Development Regulations. The basis for the regulations is to 1) implement the goals and objectives of the City's Comprehensive Plan and 2) institute the procedures, rules, and standards for the development and use of land in the City.



Indian Creek Village General Planning Consultants.

Role: Project Management/Staff Planner

Project Goal: Amend the Village's land development regulations in order to ensure consistency with the goals objectives, and policies of adopted comprehensive plan.



Project Solution: Develop an updated set of land development regulations through the following actions 1) updating outdated or unnecessary definitions, 2) rectifying inconsistencies with regulatory agencies, 3) increasing the specificity of single family, 4) strengthening established variance procedures, and 5) ensuring consistency with the comprehensive plan.





BELL DAVID PLANNING GROUP, INC.
Navigating Florida's Planning Requirements

Jerry Hamilton Bell, AICP *Principal*

Education

Master of Arts in Urban and Regional Planning, University of Florida, 1992

Bachelor of Arts, Geography, University of Florida, 1989

Profile

Mr. Bell is a highly regarded urban planner with twenty years of comprehensive and land planning expertise. He has broad experience preparing planning documents with strong visioning and public involvement components. His planning knowledge includes comprehensive planning, urban design, evaluation and appraisal reports, capital improvement plans, development regulations, annexations, development review, workshop and meeting facilitation, environmental planning, redevelopment, and grantswriting.

Jerry has successfully utilized the planning process as a tool to address the unique challenges that face local communities. He has extensive experience managing planning and land development projects for a wide range of municipal clients. The projects Jerry has developed are consistently recognized by our clients and review agencies for their exceptional results.

Professional Experience

Bell David Planning Group

President (February 2003 – Present)

Bell Planning and Consulting

President (August 2000 – February 2003)

Bermello, Ajamil & Partners

Strategic Planner/Project Manager (October 1999 – August 2000)

Miami-Dade County, Florida

Department of Planning and Zoning

Principal Planner (October 1996 - October 1999)

Senior Planner (July 1994 - October 1996)

City of Gainesville

Department of Block Grant Development & Review

Block Grant Planner (March 1992 - July 1994)

HUD Work Study Intern (September 1990 - March 1992)

Client List (Current and Former)

Miami-Dade County

City of Homestead

Town of Cutler Bay

Village of Palmetto Bay

City of South Miami

City of Miami

City of Hialeah

City of Hialeah Gardens

City of Doral

City of Miami Springs

Village of Virginia Gardens

City of North Bay Village

Village of El Portal

Village of Biscayne Park

City of North Miami

City of North Miami Beach

Indian Creek Village

City of Sunny Isles Beach

City of Aventura

Town of Highland Beach

Town of Manalapan

Town of Lake Park

Village of Royal Palm Beach

Village of Tequesta

City of Oviedo

City of Deltona

City of West Melbourne

City of Port Richey

City of Key West

Southwest Florida Regional Planning Council

Professional Affiliations

University of Florida Urban and Regional Planning Department Advisory Council, 2009—present

Gold Coast Section Florida APA, Board Member 2009—present

Chair, Miami-Dade Planners Technical Committee, Green Initiatives Subcommittee

Florida Chapter of the American Planning Association

American Institute Certified Planners, #013685

American Planning Association, #092548

Professional Awards/Special Commendations

Speaker and Panelist on the EAR Process at a number of events and conferences, including the 2005 APA Florida Conference, July 2009 South Florida Regional Planning EAR Training Workshop, and August 2009 Southwest Florida Regional Planning Council EAR Training Workshop

DCA for Hialeah Gardens EAR

South Florida Regional Planning Council for Aventura and South Miami EAR processes

Treasure Coast RPC for the Village of Royal Palm Beach EAR



Alex A. David, AICP
Principal

Education

Master of Business Administration, Barry University, 1987

Bachelor of Science, Geography (Urban Planning), Pennsylvania State University, 1982

Profile

Mr. David brings expertise acquired over 26 years with both private and public planning organizations. He specializes in both current and long range planning projects including comprehensive planning project, land development regulations, and zoning and site development reviews. Alex has extensive experience working with local, regional, and state planning regulations and is committed to providing governmental clients the expertise and assistance they need to achieve local planning goals while meeting regional and state planning requirements.

His wide array of planning experience includes: Facilitation, strategic visioning plans, Evaluation and Appraisal Reports (EAR), EAR-based amendments; revisions to municipal land development regulations; community build-out studies; annexation applications and studies for both public and private clients. Additionally, he has assisted new governments in establishing the planning and development practices needed to guide growth and development. Alex also has a reputation for building intergovernmental partnerships and navigating through the bureaucracy of local and state agencies in an expeditious manner.

Professional Experience

Bell David Planning Group

Vice-President (February, 2003 – Present)

University of Miami

Facilities Planning and Construction

Associate University Campus Planner (September, 2002 – February, 2003)



Miami-Dade County Public Schools

Governmental Affairs and Land Use Policy and Acquisition

Supervisor, Governmental Affairs and Land Use Policy (January, 1999 – September, 2002)

Miami-Dade County, Florida

Office of the County Manager and Department of Planning and Zoning

Concurrency/Shoreline/Educational Facilities Coordinator (December, 1989 – December, 1998)

Building and Zoning Department

Zoning Division

Shoreline Coordinator/Zoning Evaluator (December, 1988 – November, 1989)

Planning Department

Metropolitan Division

Planning Technician (November, 1985 – December, 1988)

Client List (Current and Former)

City of Homestead

Town of Cutler Bay

Village of Palmetto Bay

City of South Miami

City of Miami

City of Hialeah

City of Hialeah Gardens

City of Doral

City of Miami Springs

Village of Virginia Gardens

City of North Bay Village

Village of El Portal

Village of Biscayne Park

City of North Miami

City of North Miami Beach

Indian Creek Village

City of Sunny Isles Beach

City of Aventura

Town of Highland Beach

Town of Manalapan

Town of Lake Park

Village of Royal Palm Beach

Village of Tequesta

City of Oviedo
City of Deltona
City of West Melbourne
City of Port Richey
City of Key West
Southwest Florida Regional Planning Council

Professional Affiliations

Transportation Aesthetics Review Committee of the Metropolitan Planning Organization

Miami-Dade County Public Schools Citizens Oversight Committee for Public Schools Facilities Planning

Staff Working Group For Public School Facility Planning

Immediate Past Chair, Miami-Dade County Planners Technical Committee

Former Vice-Chair, Miami Beach Design Review Board

Board of Directors, Gold Coast Section Florida APA

Florida Chapter of the American Planning Association

American Institute Certified Planners, #015953

American Planning Association, #116051

Former U.S. Information Agency International Visitor Program Volunteer

Professional Awards/Special Commendations

DCA for Hialeah Gardens EAR

South Florida Regional Planning Council for Aventura and South Miami EAR processes

Treasure Coast RPC for the Village of Royal Palm Beach EAR