

Agenda Item # C-8

**Village of Royal Palm Beach
Village Council
Agenda Item Summary**

AGENDA ITEM:

Approval and authorization for the Village Manager to execute an agreement with Urbana, LLC to perform General Planning and Development Review Services for two (2) years which may be extended for two (2) additional terms of one (1) year each.

ISSUE:

On October 2, 2023, the Village published a Request for Qualifications for General Planning and Development Review Services. Responses were reviewed and ranked by the Selection Committee on November 7, 2023. The Selection Committee recommended award of an agreement to Urbana, LLC to perform General Planning and Development Review Services in accordance with the attached Agreement.

If approved by the Village Council, the Village Manager will execute an agreement with Urbana, LLC to perform General Planning and Development Review Services commencing on November 22, 2023 and ending on November 22, 2025, with available renewal terms as described above.

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator	Village Manager	Agenda Date	Village Council
P&Z Director	Approval	11/16/2023	Action

**Village of Royal Palm Beach
Request for Qualifications
General Planning and Development Review Services**

MODEL AGREEMENT	
Village of Royal Palm Beach	Consultant: Urbana, LLC
Project: General Planning and Development Review Services	

This Agreement, entered into this _____ day of November 2023, effective November 22, 2023, by and between Urbana, LLC, a Corporation registered in Florida, hereinafter referred to as the “**CONSULTANT**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

WITNESSETH:

Village and **CONSULTANT**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. **PROJECT DESIGNATION.** Village and **CONSULTANT**, both hereby agree to enter into an agreement for **General Planning and Development Review Services** within the corporate limits of the Village in accordance with the Village’s request for qualifications for General Planning and Development Review Services and the **CONSULTANT**’s Proposal with Proposal Form for said services dated November 2, 2023, both of which are attached hereto as composite Exhibit A, and incorporated herein by reference. This agreement will commence on November 22, 2023, and will end on November 22, 2025. The agreement may be extended for two (2) additional terms of one (1) year each at the same hourly rates and conditions of the original contract, upon written agreement of both parties. Any extensions shall be in the form of written addendum to this agreement.
2. **SCOPE OF SERVICES.** **CONSULTANT** agrees to perform the general planning and development review services in accordance with attached Composite Exhibit “A”, including the provision of all labor, materials, equipment and supplies (hereinafter referred to the “Services”).
3. **COMPLIANCE WITH LAWS.** **CONSULTANT** shall, in performing the Services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the Services to be rendered under this Agreement. **CONSULTANT** shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.
4. **STANDARD OF CARE AND AUTHORITY TO PRACTICE.** **CONSULTANT** warrants that all Services shall be performed to comparable professional standards in the field by skilled and competent personnel. **CONSULTANT** further represents and warrants that it has

and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

5. **INDEMNIFICATION.** CONSULTANT agrees, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the VILLAGE, its employees and representatives, from any and all claims, suits, demands, causes of action, and other liabilities including all attorney's fees and court costs, including appeals, for which the VILLAGE, its officers, employees and representatives, can or may be held liable as a result of injury (including, but not limited to, sickness, disease and/or death) to persons including CONSULTANT'S own employees, or damage to property occurring by reason of any negligent or intentional acts or omissions of the CONSULTANT, its employees or agents in the performance of Services under this Agreement.

6. **INSURANCE.** During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and such policies shall be written by an insurance company authorized to do business in Florida:

- A. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- B. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- C. **Workers' Compensation** Insurance in accordance with statutory requirements of both state and federal laws.

CONSULTANT shall furnish VILLAGE the required certificates of insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage due to non-payment of premium will not be effective until at least ten (10) days written notice has been made to the VILLAGE, and that policy cancellation, non-renewal or reduction of coverage for any other reason will not be effective until at least thirty (30) days written notice has been made to the VILLAGE. CONSULTANT shall include VILLAGE as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the VILLAGE.

7. **INDEPENDENT CONTRACTOR.** CONSULTANT and the VILLAGE agree that CONSULTANT is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded VILLAGE employees by virtue of the Services provided under this Agreement. The VILLAGE shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

8. COMPENSATION. CONSULTANT shall perform all Services required in accordance with attached Composite Exhibit "A," and shall be compensated at a rate of \$90.00 per hour for the initial two-year term. CONSULTANT shall prepare and submit separate invoices to the VILLAGE for work requested by and performed on behalf of the Village Planning and Zoning Department. Invoices must be submitted to the Village within thirty (30) days from the billing period. Each individual invoice shall be due and payable within thirty (30) days after receipt by the Village of a correct, fully documented, invoice. All invoices shall be delivered to:

Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
Attention: Planning and Zoning Director

9. DEFAULT/TERMINATION. Either party may terminate this agreement for convenience with thirty (30) days written notice to the other party. In the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide the defaulting party with written notice of such default, and shall provide the defaulting party with thirty (30) days from the date of the written notice to remedy the default. If the defaulting party fails to cure the default within thirty (30) days from the date of the written notice of default, then the Agreement shall be automatically terminated. Additionally, either party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other party. CONSULTANT shall be paid for services actually rendered to the date of termination unless CONSULTANT is in breach of the Agreement. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified; and
- B. Transfer all work in process, completed work, and other material related to the terminated work to the VILLAGE.

10. NOTICE. Notice as required by this Agreement shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

VILLAGE: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411 Attn: Raymond Liggins, P.E., ICMA-CM Village Manager	CONSULTANT: Urbana, LLC 950 Peninsula Corporate Circle, Suite 1017 Boca Raton, FL 33487 Attn: Yexsy N. Schomberg, CEO
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11. AVAILABILITY OF FUNDS. The obligations of the VILLAGE under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

12. GOVERNING LAW AND VENUE. This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

13. NON-DISCRIMINATION. CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, ancestry, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. NON-WAIVER. Waiver by the VILLAGE of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. SEVERABILITY. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

16. INSPECTOR GENERAL. Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the VILLAGE shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the VILLAGE as well as contractors and lobbyists of the VILLAGE in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

17. PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONSULTANT must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONSULTANT must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONSULTANT who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONSULTANT shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONSULTANT does not transfer the records to the Village. Finally, upon completion of the Agreement, CONSULTANT shall transfer, at no cost to the Village, all public records in possession of the CONSULTANT, or keep and maintain public records required by the Village. If the CONSULTANT transfers all public records to the Village upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If

the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT ddisanto@royalpalmbeachfl.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

18. SUCCESSORS AND ASSIGNS. This Agreement shall be binding on CONSULTANT and its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the VILLAGE via executed amendment.

19. OWNERSHIP OF DOCUMENTS. Any and all documents, records, disks, original drawings, or other information generated or created by CONSULTANT for the provision of Services under this Agreement shall become the property of the VILLAGE for its use and/or distribution as may be deemed appropriate by the VILLAGE.

20. ENTIRETY OF AGREEMENT AND MODIFICATION. The VILLAGE and CONSULTANT agree that this Agreement, together with the attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the VILLAGE and CONSULTANT pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

Witnesses to CONSULTANT:

Urbana, LLC:

Yexsy N. Schomberg, CEO

Witnesses to VILLAGE:

Village of Royal Palm Beach:

Raymond Liggins, P.E., Village Manager

Attest/Authenticated:

Village Clerk

(Corporate Seal)

EXHIBITS TO MODEL AGREEMENT (ATTACHMENT 3)

Exhibit A (Composite):	Village's Request for Qualifications for General Planning and Development Review Services and Consultant's Proposal
Exhibit B:	Proposal Cover Sheet
Exhibit C:	Sworn Statement—Public Entity Crimes
Exhibit D:	Truth in Negotiations
Exhibit E:	Drug Free Workplace
Exhibit F:	E-Verify Affidavit
Exhibit G:	Certification Statute 215.4725
Exhibit H:	References of Similar Work
Exhibit I:	Notice of Award

COMPOSITE EXHIBIT A

**VILLAGE'S REQUEST FOR QUALIFICATIONS FOR
GENERAL PLANNING AND DEVELOPMENT REVIEW
SERVICES
AND CONSULTANT'S PROPOSAL
[TO BE ADDED ONCE APPROVED]**

Village of Royal Palm Beach

Village Mayor and Council

Fred Pinto, Mayor
Jan Rodusky, Vice Mayor
Jeff Hmara, Councilman
Selena S. Samios, Councilwoman
Richard Valuntas, Councilman

Village Manager

Raymond C. Liggins, P.E., ICMA-CM

Planning and Zoning Director

Bradford O'Brien

Request for Qualifications

General Planning and Development Review Services



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411
(561) 790-5100 ☎ 790-5174 📠 clerk@royalpalmbeachfl.gov ✉

**Village of Royal Palm Beach
Request for Qualifications
General Planning and Development Review Services**

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Village of Royal Palm Beach
Request for Qualifications
General Planning and Development Review Services

Sealed proposals for General Planning and Development Review Services must be delivered to the Village of Royal Palm Beach, Florida at the Village Clerk's Office, located at 1050 Royal Palm Beach Blvd., Royal Palm Beach, Florida 33411, no later than **3:00 p.m. local time, on Thursday, November 2, 2023**, at which time they will be opened and read in public. Proposals received after 3:00 p.m. will be placed in the file unopened and will not be considered. The envelope containing the Proposal must be sealed and plainly marked "**General Planning and Development Review Services**". **Opening date: "November 2, 2023"** on the face thereof. "RFQ" documents can be downloaded at www.royalpalmbeachfl.gov or picked up at the at the Village Clerk's Office, located at 1050 Royal Palm Beach Blvd., Royal Palm Beach, Florida 33411. The Village reserves the right, in its sole and absolute discretion, to accept or reject any and all Proposals and to waive any minor technicalities or irregularities therein. The Village further reserves the right to award the contract to that Proposer whose Proposal best complies with the proposed specifications and will best further the interest of the Village or be the most advantageous to the Village, or to cancel the RFQ and re-advertise in the future. Proposals will be opened publicly and the names of the Proposers responding to the solicitation will be read aloud. Proposals will then be sent to the Village appointed selection committee for evaluation to determine if the Proposers are both responsible and responsive. Award will be by means of a written agreement with the selected Proposer. Proposer must submit one (1) unbound original and three (3) copies of the complete Proposal.

In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit proposals, contract with, or perform work (as a contractor, supplies, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Thirty-five Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

Published In Palm Beach Post: October 2, 2023

Village of Royal Palm Beach
Request for Qualifications
General Planning and Development Review Services

INSTRUCTION TO PROPOSERS

SECTION 1
GENERAL INFORMATION

1.1 OVERVIEW:

The Village of Royal Palm Beach (hereinafter the “Village”) is a municipal corporation of the State of Florida, and was incorporated in 1959. The Village operates as a Council-Manager form of government and provides general municipal services such as recreation, public works, cultural events and general administrative services. The population for 2021 was approximately 39,043. More detailed information on the Village can be found on the Village’s website at www.royalpalmbeachfl.gov.

The Village is issuing this Request for Qualifications (“RFQ”) to request qualified firms or individuals to submit proposals for the performance of General Planning and Development Review Services. The selected Consultant shall act as a technical resource to Village staff, shall be expected to expeditiously perform the necessary tasks included in this document, and must have the capacity to handle multiple projects concurrently. The selected Consultant will provide services on an as needed basis throughout the term of the agreement.

1.2 QUALIFICATIONS:

The selected Consultant must have the following minimum qualifications and certifications:

- Graduated from an accredited college or university with a bachelor’s degree in planning, urban planning, or a related field;
- Must have a minimum of five (5) years’ experience in a land planning capacity;
- Must have multi-disciplinary background which includes, but is not limited to, land use planning, project implementation, land development regulations, comprehensive planning, environmental planning, transportation planning and economic analysis;
- Must have the ability to effectively communicate both verbally and in writing; ability to speak effectively before public groups and respond to questions;
- Must be proficient with computers and software including by not limited to ProjectDox, GIS, AutoCAD, Microsoft Office, etc.;
- Must have experience with municipalities of similar size to the Village;

- Must have experience with Village of Royal Palm Beach processes for permitting, land development, and development review; and
- Must have considerable knowledge of land planning; inspection procedures, practices and methods; and reading and interpreting blueprints, plans and permits.

1.3 SCOPE OF SERVICES/WORK:

The selected Consultant will be expected to perform the following services, which are outlined in more detail below:

The General Planning and Development Review Services Consultant shall assist the Village Planning and Zoning Department in day-to-day planning and development review services provided by the department. Specifically, the Consultant shall provide the following services to the Village:

Services To Be Performed:

General Planning and Development Review Services may include but not be limited to:

- Perform general planning services – site plan preparation or review; growth management plan (Future Land Use Map) amendments and/or revisions; land development regulations updates; drafting of zoning ordinances and resolutions; sustainability analysis; master planning; annexation studies; neighborhood planning; and housing assessment needs.
- Review development applications (e.g. site plan, landscape plan, variance requests, landscape waiver applications, etc.) for compliance with Village Code and draft review comments.
- Perform land use and zoning analysis – prepare and or review land use and zoning analysis to ensure that the Village’s land development regulations are kept current with new growth and developments within the Village; review development proposals to verify compatibility with the Village’s concurrency thresholds and requirements.
- Conduct plan and permit review – review plans and permits for consistency with applicable building and zoning codes, fire codes and Americans with Disabilities Act (“ADA”) requirements; working under the Planning and Zoning Director.
- Perform site visits and inspections, and make reports and recommendations to the Planning and Zoning Director, both orally and in written form, and provide an accurate and detailed summary, report and/or findings of non-compliance.
- Attend Technical Staff Review meetings and public hearings (Planning and Zoning Commission and Village Council), as directed.
- Review landscape plans and conduct landscape inspections, as directed.
- Review and evaluate traffic and transportation studies.

- Assist with Comprehensive Plan Amendment Updates and EAR Report Updates.
- All other relevant assignments relating to general land planning and development review, as requested.
- Work professionally, effectively and respectfully with Planning and Zoning Director, Planning and Zoning Department Staff and all other Village Directors and Staff.
- Perform related duties, as directed by the Planning and Zoning Director.

Interested firms must be experienced in providing general planning and development review services in a scope and nature comparable to those described.

1.4 TIMETABLE:

The anticipated schedule and deadline of the RFQ and Contract approval are as follows:

<u>Activity</u>	<u>Date</u>	<u>Time</u>	<u>Location</u>
Deadline for receipt of written questions or comments	10/26/23	5:00 p.m.	Village Clerk’s Office 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411
Deadline for receipt of submittals	11/2/23	3:00 p.m.	Village Clerk’s Office 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411
Selection Committee Meeting	11/7/23	3:00 p.m.	Village Hall 1 st Floor Conference Room 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411
Submittal to Village Council for Award of Contract	11/16/23	6:30 p.m.	Village Meeting Hall 1050A Royal Palm Beach Blvd. Royal Palm Beach, FL 33411
Contract Start Date	11/22/23		

NOTE: The Village reserves the right to alter the above activities and/or times at the Village’s sole discretion. The contract start date will be contingent upon the Village Council approval.

1.5 ENTERING PROPOSALS:

All submittals must be sent on 8½x11 inch paper. All submittals must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and

corrections printed in ink or typewritten adjacent to the corrected error. All corrections must be initialed by the person authorized to sign the Proposal. One (1) unbound original and three (3) copies of the complete proposal must be received in the Village Clerk's Office, located at 1050 Royal Palm Beach Blvd., Royal Palm Beach, FL 33411 by **November 2, 2023, 3:00 p.m.** local time. The original and all copies must be submitted in a sealed envelope. The Proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFQ. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone Number
Village Address Royal Palm Beach Village Clerk's Office
 1050 Royal Palm Beach Boulevard
 Royal Palm Beach, FL 33411

Title: General Planning and Development Review Services
Opening Date: November 2, 2023 @ 3:00 p.m. local time

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Village. Proposals by telephone, email, telegram or facsimile SHALL NOT be accepted.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service. The Village shall in no way be responsible for delays caused by any occurrence.

The Proposal must be signed by the individual or authorized signatory of the entity who is legally authorized to enter into a contractual relationship in the name of the Proposer (Authorized Representative), and the Proposer must affix their company's corporate seal, if applicable, to the document. In the absence of a corporate seal, proposals must be notarized by a Notary Public.

The submission of a Proposal by a Proposer will be considered by the Village as constituting a legal offer by the Proposer to perform the required services at the pricing proposed to the Village identified therein.

1.6 CONTACT PERSON:

The contact person for the RFQ is **Bradford O'Brien**, Planning and Zoning Director at bobrien@royalpalmbeachfl.gov.

For information concerning RFQ procedures and regulations (i.e., submission deadline, forms required), or ADA accommodations, interested parties may contact Diane DiSanto in the Village Clerk's Office, at (561) 790-5100 or at clerk@royalpalmbeachfl.gov.

1.7 REQUESTS FOR INFORMATION/AMENDMENT(S):

Any questions, comments (i.e., additional information or clarifications) must be made in writing via e-mail or U.S. Mail, no later than **October 26, 2023 at 5:00 p.m.**, to the address listed in the RFQ Timetable (Section 1.4), or to the e-mail addresses listed for the Contact Person (Section 1.6) above. The request must contain the Proposer's name, address, phone number, facsimile number and e-mail address.

Changes to this RFQ, when deemed necessary by the Village, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in the RFQ or in any Amendment to the RFQ. Where there appears to be a conflict between the RFQ and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFQ will be posted on the Village of Royal Palm Beach website: www.royalpalmbeachfl.gov under "Request for Qualifications" as they are issued. It is the sole responsibility of the Proposers to routinely check this website for any Amendments prior to the Deadline for receipt of proposals. The Village of Royal Palm Beach shall not be responsible for the completeness of any RFQ package not downloaded from this website. Each amendment to the RFQ shall be signed by an authorized representative and shall be submitted with the proposal, or the proposal shall be deemed non-responsive.

**SECTION 2
GENERAL TERMS AND CONDITIONS**

2.1 PROPOSAL GUARANTEE:

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFQ by submission of their proposal.

2.2 MODIFIED PROPOSALS:

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted proposal up to and until the Deadline for receipt of proposals. Proposers shall not be allowed to modify their Proposals after the opening time and date. The Village will only consider the latest version of the proposal.

2.3 WITHDRAWAL OF PROPOSALS:

A proposal may be withdrawn only by written notification to the Village. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS:

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in RFQ Timetable (Section 1.4) are late and shall not be considered.

2.5 RFQ POSTPONEMENT/CANCELLATION/ACCEPTANCE/REJECTION:

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor technicalities or irregularities in this RFQ or in the proposals received as a result of this RFQ, postpone or cancel, at any time, this RFQ process; or re-issue this RFQ. The Village also reserves the right to make an award to that Proposer or those Proposers who, in the sole opinion of the Village, will be in the best interest of and/or the most advantageous to the Village. The Village also reserves the right to reject any Proposals of any individual or company who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the sole opinion of the Village, is not in a position to perform properly under this award.

2.6 COSTS INCURRED BY PROPOSERS:

All expenses incurred with the preparation and submission of proposals to the Village or any work performed in connection therewith, shall be borne by the Proposer. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the Village of Royal Palm Beach.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:

Proposers are hereby notified that all information submitted as part of, or in support of proposals is exempt from Section 119.071(1), Florida Statutes and Section 24(a) Art. I of the Florida Constitution until such time as the Village provides notice of an intended decision or until thirty (30) days after opening the proposals, whichever is earlier. After such time, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 ORAL PRESENTATIONS:

In its discretion, the Village may require public oral presentations from one (1) or more Proposers. These presentations provide an opportunity for the Proposer to clarify the proposal for the Village. The Village will schedule any such presentations for a public meeting.

2.9 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL:

Pursuant to Ordinance No. 2009-049, Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present and proposed Village contracts, transactions, accounts and records. All contractors and parties doing business with the Village and receiving Village funds shall fully cooperate with the Inspector General. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and to audit, investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and to detect waste, corruption and fraud.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS:

The Proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to collusion, conflict of interest, non-discrimination and public entity crimes as outlined in more detail below. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any

way, affect the services offered. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility.

Non-Collusion: Proposer certifies that this Proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a Proposal for the same services and is in all respects without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of services. Any such violation may result in contract cancellation, discontinuation of service and the possible removal from the Proposer list(s).

Conflict of Interest: The award is subject to provisions of state statutes, county and Village ordinances and charter. All Proposers must disclose with the Proposals the name of any officer, director or agent who is also an employee, appointed official or elected official of the Village of Royal Palm Beach. Further, all Proposers must disclose the name of any Village employee, appointed official or elected official who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

Non-discrimination: Proposers doing business with the Village are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following employment practices, rates of pay or other compensation methods and training selection.

Public Entity Crime Statute: In compliance with Florida Public Entity Crime Statute (Section 287.132-133, Florida Statutes), attached State Form #PUR7068 should be fully executed, notarized and submitted with Proposals. No award will be executed with any person or affiliate identified on the Department of General Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017. Florida Statutes for Category TWO (currently \$35,000) with any person or affiliate on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

Prohibition Against Considering Social, Political or Ideological Interests in Government Contracting: In accordance with Section 287.05701, Florida Statutes, bidders are hereby notified of the provisions of Section 287.05701, Florida Statutes, as amended, that the Village will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the Village's governing body may not give preference to a Bidder based on the Bidder's social,

political, or ideological interests.

2.11 EXCEPTIONS TO THE RFQ:

All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the Village a meaningful opportunity to evaluate the proposal. Proposers are cautioned that by submitting a Proposal containing the minimum requirements as stated in Section 3, the Village is under NO obligation to accept any proposed exceptions or alternatives.

2.12 SELECTION PROCESS:

A Selection Committee, consisting of Village personnel, will convene, review and evaluate all responses to the RFQ. The Selection Committee will review the Proposals to ensure that the Proposals submitted are both responsible and responsive. Responsible Proposers are those that possess the required qualifications to perform the required scope of services and work. Each Proposal also will be evaluated to determine if it is responsive. A Responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal (as stated in Section 3).

Proposals deemed to be non-responsive will be rejected without being evaluated by the Village. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal. Proposers who fail to comply with all of the required and/or desired elements of this RFQ do so at their own risk.

The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, Proposers are urged to ensure that their proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.13. However, an oral presentation, additional written information, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information that the impact of the information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed below, see Section 2.13 for criteria and 2.8 above regarding oral presentations. Upon completion of the Selection Committee's review and discussion of all the responsive proposals submitted, each Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be

assigned a ranking based upon the totals of each Selection Committee Member’s score for each proposal. Price will not be a factor considered as part of selection, but will negotiated after the finalist is chosen.

After the Selection Committee has developed an overall ranking for each Proposer, the committee will then review, discuss, and declare the Proposer ranked the highest as its “finalist” and make its recommendations to the Village Council for award of the contract. The contract will be negotiated and presented to Council with a recommendation from the Committee.

2.13 EVALUATION CRITERIA:

The Proposer who has the best qualifications, experience, references and ability to comply with the specifications in this RFQ as determined by the Selection Committee shall receive the most points in this section.

The primary criteria for evaluation are each assigned a point value based on relative importance. These criteria include:

	Evaluation Criteria	Weighting (Max. Points)
1	Consultant’s Experience/ Qualifications/ Background (including all proposed key team members, if any)	30
2	Consultant's Particular Planning and Design Review Experience	30
3	Consultant's Relevant Projects and Accomplishments for and within the Village	25
4	Consultant’s References: Quality and Direct Applicability to Scope of Services/Work	15
	Maximum Total Points	100

2.14 AWARD OF AGREEMENT:

The award, if any, will be made to the Proposer(s) whose proposal is considered to best further the interest of the Village and/or be the most advantageous to the Village based on the Village’s opinion after review of every responsible, responsive proposal.

2.15 MODEL AGREEMENT PROVISIONS (Attachment 2):

The selected Proposer will be required to execute an agreement similar to the attached Model Village Agreement (Attachment 2). PLEASE DO NOT EXECUTE SUCH AGREEMENT PRIOR TO AWARD OF PROPOSAL. Proposers are

advised to read the Model Village Agreement as the selected Proposer will be required to comply with its requirements. The Proposer's signature on the Proposal shall serve as an acknowledgement that the Proposer is willing to enter into the Model Village Agreement if awarded the contract. If the Proposer has any exceptions to the Model Village Agreement, the procedures stated under Section 2.11 above (Exceptions to the RFQ) must be followed.

Model Village Agreement provisions (general and specific) will be incorporated into any agreement resulting from this RFQ. This Request for Qualifications and the selected Proposal shall be included and incorporated into the final agreement and shall constitute a portion of that agreement.

Should any selected Proposer and the Village be unable to consummate a written agreement similar to the model agreement, the Village may proceed to the next most advantageous submittal or the Village may issue a new solicitation or cancel the procurement process in its entirety.

Many of the terms contained in the Village's standard contract reflect requirements of Florida law and Village Code and cannot be altered. **DO NOT ATTACH YOUR BOILERPLATE CONTRACT.** The Village will not accept Proposer's boilerplate contract terms or alternative contract documents. References in Proposer's submittal to Proposer's terms and conditions, or attempts at substitution of the Village's standard contract are not acceptable and will result in rejection of Proposer's submittal as non-responsive.

2.16 COMMENCEMENT OF WORK:

The RFQ does not, by itself, obligate the Village to award any work under the RFQ. The Village's obligation will commence when the agreement is approved by the Village Council or their designee and upon written notice to the Proposer. The Village may set a different starting date for the agreement. The Village will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the agreement start date set by the Village.

2.17 INSURANCE REQUIREMENTS:

Prior to commencing work under an Agreement with the Village, and during the term of such Agreement, it shall be the responsibility of the successful Proposer to procure and maintain insurance of the kinds and with the limits specified below and shall provide the Village with Certificates of Insurance as evidence thereof. The Village of Royal Palm Beach shall be named as an "additional insured" with respect to the comprehensive general liability and auto liability insurance policies relating to work to be performed under the contract. All involved policies must be endorsed so that thirty (30) days written notification of cancellation for any reason other than non-payment of premium, and any material change(s) in coverage shall be provided to the Village of Royal Palm Beach. All involved policies must be

endorsed so that ten (10) days written notice of cancellation for non-payment of premium shall be provided to the Village of Royal Palm Beach. Insurance is required as follows:

- A. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- B. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- C. **Workers' Compensation** Insurance in accordance with statutory requirements of both state and federal laws.

Failure to maintain the required insurance will be considered default of the Agreement. The requirements contained herein, as well as review or acceptance of insurance maintained by the successful Proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Proposer under the Agreement.

**SECTION 3
PROPOSAL CONTENT REQUIREMENTS**

3.1 PROPOSAL COVER SHEET:

Proposals shall contain a fully executed proposal cover sheet. See Exhibit B to the Model Agreement.

3.2 TABLE OF CONTENTS:

Proposals should contain a Table of Contents. The Table of Contents should outline in sequential order all of the areas of the proposal as it allows for clarity and ease of review of the proposal.

3.3 LETTER OF TRANSMITTAL:

Proposals should contain a Letter of Transmittal addressed to Bradford O'Brien, Planning and Zoning Director, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Name, title, address, telephone number, fax number and e-mail address of contact person during period of proposal evaluation.
- c. Signed by a person authorized to bind Proposer to the terms of the proposal.

3.4 TECHNICAL PROPOSAL:

Proposals shall contain all of the documents and requested information listed below, each fully completed, signed, and notarized as required. Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

Notwithstanding these proposal requirements, the Village reserves the right, at its sole discretion, to waive any minor technicality or irregularity relating to the proposal. Upon request, it shall be the responsibility of the Proposer to address the determined minor technicality or irregularity within a time frame specified by the Village (normally two working days of request). Failure of a Proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal as non-responsive.

Each of the following requirements should be addressed in a separate section of the Technical Proposal.

3.4.A. EXPERIENCE/QUALIFICATIONS/BACKGROUND:

Proposals shall provide the names, qualifications and relevant experience of key personnel and team members to be assigned to the Village's General Planning and Development Review Services project. Be specific regarding the person(s) who would have primary and/or day-to-day responsibility for directing your company's efforts. Provide copies of the lead person's resume, certifications and licensure, and a copy of the resume, certifications and licensure of any other key team members that will be involved in providing the services/work described in this RFQ.

Please also include at least one (1) writing sample.

Summaries of experience/qualifications/background should be tailored to address the requirements contained in Section 1.2 above.

3.4.B. PARTICULAR PLANNING AND DESIGN REVIEW EXPERIENCE:

The Proposer shall provide in their Proposal a detailed narrative describing the Consultant's particular planning and design review experience and how the Consultant will meet the expectations of the Village for the scope of services/work to be provided as described in Section 1.3 above. Each Proposer shall:

- Outline the Consultant's particular planning and design experience as it relates to the project's scope of services/work described in Section 1.3 above.
- Outline the Consultant's particular knowledge of and experience with the Village's Code of Ordinances, Zoning Code, development review processes, and permit review processes.

3.4.C. RELEVANT PROJECTS AND ACCOMPLISHMENTS FOR AND WITHIN THE VILLAGE:

The Proposer shall describe in detail relevant projects and accomplishments of the Consultant in providing similar services for and within the Village as described in Section 1.3 above. The Proposer may also include projects and accomplishments for other entities comparable in size to the Village. Please provide all relevant project experience and accomplishments within the Village. Please also provide relevant project experience and accomplishments for work with similarly sized municipalities as the Village.

Please include a detailed narrative describing Consultant's track record of on time project performance and understanding of the Village's Code of Ordinances,

particularly land development regulations, Zoning Code and development processes.

Special consideration will be given to Consultants serving as vendors (previously and/or currently) to the Village for planning and development review services.

3.4.D. REFERENCES:

Each Proposer should submit a minimum of three (3) references demonstrating the successful provision of similar services/work as described in this RFQ. The Consultant may provide references for the entire team. Each reference should include the following:

- A. Name the client, size of governmental client, contact names, contact addresses, telephone numbers and fax numbers, dollar amount of contracts and dates of service.
- B. Scope of Work, types of services performed and number of staff provided.

Each Proposer shall complete the questionnaire attached as Exhibit H to the Model Agreement below in order to fully respond to the references requirement of the RFQ.

3.5 OTHER REQUIRED FORMS:

Proposers are required to submit with their proposal an executed 1) Sworn Statement for Public Entity Crimes (Exhibit C to Model Agreement), 2) a Truth in Negotiations Statement (Exhibit D to the Model Agreement), and 3) a Drug Free Workplace Certification (Exhibit E to the Model Agreement).

3.6 ADDITIONAL INFORMATION:

Information considered by the Proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section.

**Village of Royal Palm Beach
Request for Qualifications
General Planning and Development Review Services**

MODEL AGREEMENT (ATTACHMENT 2)	
Village of Royal Palm Beach	Consultant: _____
Project: General Planning and Development Review Services	

This Agreement, entered into this _____ day of November 2023, effective November 22, 2023, by and between _____, a Corporation registered in Florida, hereinafter referred to as the “**CONSULTANT**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

WITNESSETH:

Village and **CONSULTANT**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. **PROJECT DESIGNATION.** Village and **CONSULTANT**, both hereby agree to enter into an agreement for **General Planning and Development Review Services** within the corporate limits of the Village in accordance with the Village’s request for qualifications for General Planning and Development Review Services and the **CONSULTANT**’s Proposal with Proposal Form for said services dated _____, 2023, both of which are attached hereto as composite Exhibit A, and incorporated herein by reference. This agreement will commence on November 22, 2023, and will end on the November 22, 2025. The agreement may be extended for two (2) additional terms of one (1) year each at the same hourly rates and conditions of the original contract, upon written agreement of both parties. Any extensions shall be in the form of written addendum to this agreement.

2. **SCOPE OF SERVICES.** **CONSULTANT** agrees to perform the general planning and development review services in accordance with attached Composite Exhibit “A”, including the provision of all labor, materials, equipment and supplies (hereinafter referred to the “Services”).

3. **COMPLIANCE WITH LAWS.** **CONSULTANT** shall, in performing the Services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the Services to be rendered under this Agreement. **CONSULTANT** shall secure all licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.

4. **STANDARD OF CARE AND AUTHORITY TO PRACTICE.** CONSULTANT warrants that all Services shall be performed to comparable professional standards in the field by skilled and competent personnel. CONSULTANT further represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

5. **INDEMNIFICATION.** CONSULTANT agrees, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the VILLAGE, its employees and representatives, from any and all claims, suits, demands, causes of action, and other liabilities including all attorney's fees and court costs, including appeals, for which the VILLAGE, its officers, employees and representatives, can or may be held liable as a result of injury (including, but not limited to, sickness, disease and/or death) to persons including CONSULTANT'S own employees, or damage to property occurring by reason of any negligent or intentional acts or omissions of the CONSULTANT, its employees or agents in the performance of Services under this Agreement.

6. **INSURANCE.** During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and such policies shall be written by an insurance company authorized to do business in Florida:

- A. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- B. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- C. **Workers' Compensation** Insurance in accordance with statutory requirements of both state and federal laws.

CONSULTANT shall furnish VILLAGE the required certificates of insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage due to non-payment of premium will not be effective until at least ten (10) days written notice has been made to the VILLAGE, and that policy cancellation, non-renewal or reduction of coverage for any other reason will not be effective until at least thirty (30) days written notice has been made to the VILLAGE. CONSULTANT shall include VILLAGE as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the VILLAGE.

7. **INDEPENDENT CONTRACTOR.** CONSULTANT and the VILLAGE agree that CONSULTANT is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither

CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded VILLAGE employees by virtue of the Services provided under this Agreement. The VILLAGE shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

8. COMPENSATION. CONSULTANT shall perform all Services required in accordance with attached Composite Exhibit "A," and shall be compensated at a rate of \$_____ per hour, for a total contract amount not to exceed \$_____ for the initial two-year term. CONSULTANT shall prepare and submit separate invoices to the VILLAGE for work requested by and performed on behalf of the Village Planning and Zoning Department. Invoices must be submitted to the Village within thirty (30) days from the billing period. Each individual invoice shall be due and payable within thirty (30) days after receipt by the Village of a correct, fully documented, invoice. All invoices shall be delivered to:

Village of Royal Palm Beach

1050 Royal Palm Beach Blvd.
Royal Palm Beach, Florida 33411
Attention: Planning and Zoning Director

9. DEFAULT/TERMINATION. Either party may terminate this agreement for convenience with thirty (30) days written notice to the other party. In the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide the defaulting party with written notice of such default, and shall provide the defaulting party with thirty (30) days from the date of the written notice to remedy the default. If the defaulting party fails to cure the default within thirty (30) days from the date of the written notice of default, then the Agreement shall be automatically terminated. Additionally, either party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other party. CONSULTANT shall be paid for services actually rendered to the date of termination unless CONSULTANT is in breach of the Agreement. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified; and
- B. Transfer all work in process, completed work, and other material related to the terminated work to the VILLAGE.

10. NOTICE. Notice as required by this Agreement shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<p>VILLAGE: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411</p> <p>Attn: Raymond Liggins, P.E., ICMA-CM Village Manager</p>	<p>CONSULTANT:</p>
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11. **AVAILABILITY OF FUNDS.** The obligations of the VILLAGE under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

13. **NON-DISCRIMINATION.** CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, ancestry, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. **NON-WAIVER.** Waiver by the VILLAGE of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

16. **INSPECTOR GENERAL.** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the VILLAGE shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the VILLAGE as well as contractors and lobbyists of the VILLAGE in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

17. **PUBLIC RECORDS.** In accordance with Sec. 119.0701, *Florida Statutes*, CONSULTANT must keep and maintain this Agreement and any other records

associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONSULTANT must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONSULTANT who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONSULTANT shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONSULTANT does not transfer the records to the Village. Finally, upon completion of the Agreement, CONSULTANT shall transfer, at no cost to the Village, all public records in possession of the CONSULTANT, or keep and maintain public records required by the Village. If the CONSULTANT transfers all public records to the Village upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT ddisanto@royalpalmbeachfl.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

18. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on CONSULTANT and its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the VILLAGE via executed amendment.

19. **OWNERSHIP OF DOCUMENTS.** Any and all documents, records, disks, original drawings, or other information generated or created by CONSULTANT for the provision of Services under this Agreement shall become the property of the VILLAGE for its use and/or distribution as may be deemed appropriate by the VILLAGE.

20. **ENTIRETY OF AGREEMENT AND MODIFICATION.** The VILLAGE and CONSULTANT agree that this Agreement, together with the attached exhibits, sets

forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the VILLAGE and CONSULTANT pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

Witnesses to CONSULTANT:

CONSULTANT:

Witnesses to VILLAGE:

Village of Royal Palm Beach:

Raymond Liggins, P.E., Village Manager

Attest/Authenticated:

Village Clerk

(Corporate Seal)

EXHIBITS TO MODEL AGREEMENT (ATTACHMENT 3)

Exhibit A (Composite):	Village's Request for Qualifications for General Planning and Development Review Services and Consultant's Proposal
Exhibit B:	Proposal Cover Sheet
Exhibit C:	Sworn Statement—Public Entity Crimes
Exhibit D:	Truth in Negotiations
Exhibit E:	Drug Free Workplace
Exhibit F:	E-Verify Affidavit
Exhibit G:	Certification Statute 215.4725
Exhibit H:	References of Similar Work
Exhibit I:	Notice of Award

COMPOSITE EXHIBIT A

**VILLAGE'S REQUEST FOR QUALIFICATIONS FOR
GENERAL PLANNING AND DEVELOPMENT REVIEW
SERVICES
AND CONSULTANT'S PROPOSAL
[TO BE ADDED ONCE APPROVED]**

EXHIBIT B PROPOSAL COVER SHEET

General Planning and Development Review Services

TO: The Village of Royal Palm
Beach 1050 Royal Palm
Beach Boulevard Royal
Palm Beach, FL 33411

PROPOSAL of: _____
(Company Name as It Is to Appear on Agreement)

Proposer is an individual, a partnership, a corporation, a limited liability company (please mark appropriate box), duly organized under the laws of the State of Florida.

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ (Corporation or Partnership)

PRINCIPAL OFFICE ADDRESS OF PROPOSER:

Street Address _____

City _____

County _____

State _____

Zip Code _____

Telephone _____

FAX _____

The Proposer certifies the following by signing below:

1. The undersigned, having carefully read and considered the Request for Qualifications to provide General Planning and Development Review Services, does hereby offer to perform such services on behalf of the Village, in the manner described and subject to the terms and conditions set forth in the attached proposal.
2. This proposal is current, accurate, complete, and is presented to the Village of Royal Palm Beach for the performance of this agreement in accordance with all the requirements as stated in this Request for Qualifications.
3. The proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, services and supplies and is, in all respects, fair and without collusion or fraud.

4. The Proposer has the financial stability to fully perform the terms and conditions as specified herein. The Village reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the Village.

BY: _____
(Signature of Authorized Representative)

PRINT NAME: _____

TITLE: _____

Please affix corporate seal if available or have cover sheet notarized.

(Corporate Seal)

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of _____, 2023 by _____ who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)

NOTARY PUBLIC, State of Florida

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal or Contract No. _____, to the Village of Royal Palm Beach.
2. This sworn statement is submitted by:

(Company Name)

whose business address is: _____

and (if applicable) its Federal Employee Identification Number (FEIN) is: _____

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: ____ - ____ - ____.)

3. My name is _____ and
(please print name of individual signing)

4. I understand that "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including but not limited to, any proposals or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.

7. I understand that a "Person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal in contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity were charged with and convicted of a public entity crime after July, 1989.

_____ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with a and subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OF OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signature & date]

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me by means of [] physical presence or [] online notarization this ___ day of _____, 2023 by _____ who is personally known to me or who has produced a Florida driver's license as identification and who did/did not take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)

NOTARY PUBLIC, State of Florida

EXHIBIT D

Truth – In – Negotiation Certificate

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: _____ Title: _____ Date: _____

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT E

DRUG FREE WORKPLACE CERTIFICATION

If identical tie proposals exist, preference will be given to the vendors who submit a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE PROPOSALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

(Vendor's Signature)

(Firm Name)
_____/_____/_____ (Date)

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT F
E-Verify Affidavit

Bid/Proposal Number: _____

Project Description: _____

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

Company name

Federal Employer Identification No.

Signature

Date

Print Name

Title

STATE OF FLORIDA
PALM BEACH COUNTY

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization on this _____ day of _____, 2023, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath, in the state and county first mentioned above.

Notary Public

(affix seal)

My Commission Expires: _____

EXHIBIT G
CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 215.4725

I, _____, on behalf of _____,
Print Name Company Name

certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Signature

Title

Date

EXHIBIT H

REFERENCES OF SIMILAR WORK

1. Organization name and Address:

Beginning Date of Contract: _____ Ending Date of Contract: _____
Contact Person: _____ Phone No: _____

Location of Property: _____
Dollar Amount of Contract / Sale Price: _____
Scope of Work/Type of Services Performed Under Contract: _____

Number of Staff Provided for Project (indicate full-time or part-time): _____

2. Organization name and Address:

Beginning Date of Contract: _____ Ending Date of Contract: _____
Contact Person: _____ Phone No: _____

Location of Property: _____
Dollar Amount of Contract / Sale Price: _____
Scope of Work/Type of Services Performed Under Contract: _____

Number of Staff Provided for Project (indicate full-time or part-time): _____

3. Organization name and Address:

Beginning Date of Contract: _____ Ending Date of Contract: _____
Contact Person: _____ Phone No: _____

Location of Property: _____
Dollar Amount of Contract / Sale Price: _____
Scope of Work/Type of Services Performed Under Contract: _____

Number of Staff Provided for Project (indicate full-time or part-time): _____

PROVIDE ADDITIONAL PAGES IF NECESSARY. THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL IN ORDER FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT I

NOTICE OF AWARD

TO: CONSULTANT

ATT:

PROJECT: RFQ – General Planning and Development Review Services

Dear _____;

Please be advised that the Village of Royal Palm Beach Council authorized the award of this Contract to your firm _____ at its _____, 2023 Council Meeting. This award is a result of your Proposal submitted to the Village of Royal Palm Beach, on _____, 2023.

Three (3) sets of documents are attached. Each set contains an unexecuted Agreement. Please execute all copies of the Agreement and return the documents to our office for final execution by the Village no later than _____, 2023.

Sincerely,

By:
Bradford O'Brien, Planning and Zoning Director



urbana

VILLAGE OF ROYAL PALM BEACH

Request for Qualifications (RFQ):

General Planning and Development Review Services

November 2, 2023

Before 3:00 PM



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3.0 Addendums

VILLAGE OF ROYAL PALM BEACH, FLORIDA

BID NAME: **REQUEST FOR QUALIFICATIONS GENERAL
PLANNING AND DEVELOPMENT REVIEW
SERVICES**

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: September 26, 2023

TO: Prospective Bidders

THIS ADDENDUM NO. **ONE** INCLUDES THE FOLLOWING:

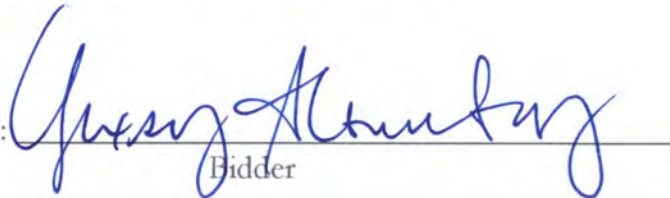
- 1) Question and Answers received in accordance with Section 1.4 of the RFQ.

Question #1: Will the selected consultant be precluded from any private sector work that would require TSR review?

Village Response: The consultant can work on private sector work that would required TSR review, however they would not be permitted to review their own projects.

APPROVED BY: Bradford O'Brien, AICP, Planning & Zoning Director

ACKNOWLEDGMENT OF RECEIPT:


Bidder



3.1 Proposal Cover Sheet

3.1.1 Exhibit B | Proposal Cover Sheet

3.1.2 Model Agreement (Attachment 2)

EXHIBIT B PROPOSAL COVER SHEET

General Planning and Development Review Services

TO: The Village of Royal Palm
Beach 1050 Royal Palm
Beach Boulevard Royal
Palm Beach, FL 33411

PROPOSAL of: URBANA, LLC DBA URBANA
(Company Name as It Is to Appear on Agreement)

Proposer is an individual, a partnership, a corporation, a limited liability company (please mark appropriate box), duly organized under the laws of the State of Florida.

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. 82-4280883 (Corporation or Partnership)

PRINCIPAL OFFICE ADDRESS OF PROPOSER:

Street Address 950 Peninsula Corporate Circle Suite 1017 Palm Beach County

City _____ County _____

State Florida Zip Code 33487

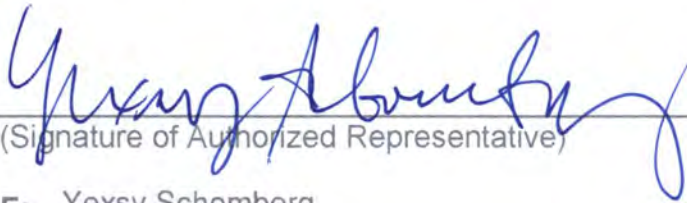
Telephone 561-602-1225 FAX N/A

The Proposer certifies the following by signing below:

1. The undersigned, having carefully read and considered the Request for Qualifications to provide General Planning and Development Review Services, does hereby offer to perform such services on behalf of the Village, in the manner described and subject to the terms and conditions set forth in the attached proposal.
2. This proposal is current, accurate, complete, and is presented to the Village of Royal Palm Beach for the performance of this agreement in accordance with all the requirements as stated in this Request for Qualifications.
3. The proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for

the same materials, services and supplies and is, in all respects, fair and without collusion or fraud.

4. The Proposer has the financial stability to fully perform the terms and conditions as specified herein. The Village reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the Village.

BY: 
(Signature of Authorized Representative)

PRINT NAME: Yexsy Schomberg

TITLE: Owner / Principal Planner

Please affix corporate seal if available or have cover sheet notarized.

(Corporate Seal)

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me by means of [] physical presence or [] online notarization this 1 day of NOVEMBER 2023 by YEXSY SCHOMBERG who is personally known to me or who has produced a Florida driver's license as identification and who did/~~did not~~ take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)


NOTARY PUBLIC, State of Florida



THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

**Village of Royal Palm Beach
Request for Qualifications
General Planning and Development Review Services**

MODEL AGREEMENT (ATTACHMENT 2)	
Village of Royal Palm Beach	Consultant: _____
Project: General Planning and Development Review Services	

This Agreement, entered into this _____ day of November 2023, effective November 22, 2023, by and between _____, a Corporation registered in Florida, hereinafter referred to as the “CONSULTANT”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

WITNESSETH:

Village and **CONSULTANT**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. **PROJECT DESIGNATION.** Village and CONSULTANT, both hereby agree to enter into an agreement for **General Planning and Development Review Services** within the corporate limits of the Village in accordance with the Village’s request for qualifications for General Planning and Development Review Services and the CONSULTANT’s Proposal with Proposal Form for said services dated _____, 2023, both of which are attached hereto as composite Exhibit A, and incorporated herein by reference. This agreement will commence on November 22, 2023, and will end on the November 22, 2025. The agreement may be extended for two (2) additional terms of one (1) year each at the same hourly rates and conditions of the original contract, upon written agreement of both parties. Any extensions shall be in the form of written addendum to this agreement.

2. **SCOPE OF SERVICES.** CONSULTANT agrees to perform the general planning and development review services in accordance with attached Composite Exhibit “A”, including the provision of all labor, materials, equipment and supplies (hereinafter referred to the “Services”).

3. **COMPLIANCE WITH LAWS.** CONSULTANT shall, in performing the Services contemplated by this Agreement, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the Services to be rendered under this Agreement. CONSULTANT shall secure all

licenses and permits necessary for initiation and completion of the project and be responsible for the payment of license and permit fees.

4. **STANDARD OF CARE AND AUTHORITY TO PRACTICE.** CONSULTANT warrants that all Services shall be performed to comparable professional standards in the field by skilled and competent personnel. CONSULTANT further represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

5. **INDEMNIFICATION.** CONSULTANT agrees, to the fullest extent permitted by law, to protect, defend, indemnify, and hold harmless the VILLAGE, its employees and representatives, from any and all claims, suits, demands, causes of action, and other liabilities including all attorney's fees and court costs, including appeals, for which the VILLAGE, its officers, employees and representatives, can or may be held liable as a result of injury (including, but not limited to, sickness, disease and/or death) to persons including CONSULTANT'S own employees, or damage to property occurring by reason of any negligent or intentional acts or omissions of the CONSULTANT, its employees or agents in the performance of Services under this Agreement.

6. **INSURANCE.** During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies, and such policies shall be written by an insurance company authorized to do business in Florida:

- A. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- B. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- C. **Workers' Compensation** Insurance in accordance with statutory requirements of both state and federal laws.

CONSULTANT shall furnish VILLAGE the required certificates of insurance that shall include a provision that policy cancellation, non-renewal or reduction of coverage due to non-payment of premium will not be effective until at least ten (10) days written notice has been made to the VILLAGE, and that policy cancellation, non-renewal or reduction of coverage for any other reason will not be effective until at least thirty (30) days written notice has been made to the VILLAGE. CONSULTANT shall include VILLAGE as an additional insured on the General Liability and Automobile Liability insurance policy required by the Agreement. CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the VILLAGE.

7. INDEPENDENT CONTRACTOR. CONSULTANT and the VILLAGE agree that CONSULTANT is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded VILLAGE employees by virtue of the Services provided under this Agreement. The VILLAGE shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

8. COMPENSATION. CONSULTANT shall perform all Services required in accordance with attached Composite Exhibit "A," and shall be compensated at a rate of \$_____ per hour, for a total contract amount not to exceed \$_____ for the initial two-year term. CONSULTANT shall prepare and submit separate invoices to the VILLAGE for work requested by and performed on behalf of the Village Planning and Zoning Department. Invoices must be submitted to the Village within thirty (30) days from the billing period. Each individual invoice shall be due and payable within thirty (30) days after receipt by the Village of a correct, fully documented, invoice. All invoices shall be delivered to:

Village of Royal Palm Beach

1050 Royal Palm Beach Blvd.

Royal Palm Beach, Florida 33411

Attention: Planning and Zoning Director

9. DEFAULT/TERMINATION. Either party may terminate this agreement for convenience with thirty (30) days written notice to the other party. In the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide the defaulting party with written notice of such default, and shall provide the defaulting party with thirty (30) days from the date of the written notice to remedy the default. If the defaulting party fails to cure the default within thirty (30) days from the date of the written notice of default, then the Agreement shall be automatically terminated. Additionally, either party may terminate this Agreement for any reason by providing a thirty (30) day written notice to the other party. CONSULTANT shall be paid for services actually rendered to the date of termination unless CONSULTANT is in breach of the Agreement. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONSULTANT shall:

A. Stop work on the date and to the extent specified; and

B. Transfer all work in process, completed work, and other material related to the terminated work to the VILLAGE.

10. NOTICE. Notice as required by this Agreement shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<p>VILLAGE: Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, Florida 33411</p> <p>Attn: Raymond Liggins, P.E., ICMA-CM Village Manager</p>	<p>CONSULTANT:</p>
--	---------------------------

11. **AVAILABILITY OF FUNDS.** The obligations of the VILLAGE under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

12. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

13. **NON-DISCRIMINATION.** CONSULTANT, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, color, national origin, ancestry, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

14. **NON-WAIVER.** Waiver by the VILLAGE of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

15. **SEVERABILITY.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

16. **INSPECTOR GENERAL.** Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the VILLAGE shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the VILLAGE as well as contractors and lobbyists of the VILLAGE in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

17. **PUBLIC RECORDS.** In accordance with Sec. 119.0701, *Florida Statutes*, CONSULTANT must keep and maintain this Agreement and any other records

associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONSULTANT must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONSULTANT who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, CONSULTANT shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONSULTANT does not transfer the records to the Village. Finally, upon completion of the Agreement, CONSULTANT shall transfer, at no cost to the Village, all public records in possession of the CONSULTANT, or keep and maintain public records required by the Village. If the CONSULTANT transfers all public records to the Village upon completion of the Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT ddisanto@royalpalmbeachfl.gov, OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.

18. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on CONSULTANT and its partners, successors, executors, administrators, assigns, and legal representatives. CONSULTANT shall not assign this Agreement without the express written approval of the VILLAGE via executed amendment.

19. **OWNERSHIP OF DOCUMENTS.** Any and all documents, records, disks, original drawings, or other information generated or created by CONSULTANT for the provision of Services under this Agreement shall become the property of the VILLAGE for its use and/or distribution as may be deemed appropriate by the VILLAGE.

20. ENTIRETY OF AGREEMENT AND MODIFICATION. The VILLAGE and CONSULTANT agree that this Agreement, together with the attached exhibits, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the VILLAGE and CONSULTANT pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

In Witness Whereof, the parties have hereunto set their hands the day and year first above written.

Witnesses to CONSULTANT:

Witnesses to VILLAGE:

CONSULTANT:

Village of Royal Palm Beach:

Raymond Liggins, P.E., Village Manager

Attest/Authenticated:

Village

(Corporate Seal)

Clerk



3.3 Letter of Transmittal



950 Peninsula Corporate Circle
Suite 1017
Boca Raton, FL 33487

(o) 561 299 0508
(c) 561 602 1225

info@urbanafll.com
www.urbanafll.com

- Land Planning
- Land Acquisition
- Entitlements
- Construction Management
- Permitting

November 2, 2023

Village of Royal Palm Beach
Planning and Zoning Department
Bradford O'Brien, Planning and Zoning Director
1050 Royal Palm Beach Boulevard
Royal Palm Beach, Florida 33411
P: 561 753 1220
Bobrien@royalpalmbeach.com

RE: RFQ-23 General Planning and Development Review Services

Dear Mr. Bradford,

I hope this letter finds you well. Please accept this letter as my official request to submit for RFQ-23 General Planning and Development Review Service. All proposal content requirements have been submitted along with this letter.

Should you require additional information, please do not hesitate to contact me directly at 561 602 1225 or yexsy@urbanafll.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Yexsy Schomberg".

Yexsy Schomberg, CEO & Principal Planner
Urbana



3.4 Technical Proposal

3.4.A Experience/ Qualifications/ Background

3.4.A.1 Business Certifications

3.4.A.2 Experience | Resume | Principal Planner | Yexsy Schomberg

3.4.A.3 Experience | Diploma Master | Principal Planner | Yexsy Schomberg

3.4.A.4 Experience | Diploma Bachelor | Principal Planner | Yexsy Schomberg

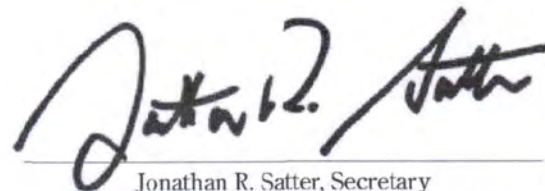
3.4.A.5 Qualifications/ Background

State of Florida

Woman & Minority Business Certification

Urbana, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
03/03/2021 to 03/03/2023



Jonathan R. Satter, Secretary
Florida Department of Management Services



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

URBANA LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

541320



Dwayne Moore

*DBE & Small Business Development Manager
Florida Department of Transportation*



***Palm Beach County
Office of Small Business Assistance***

Certifies That

UR3ANA, LLC, dba URBANA

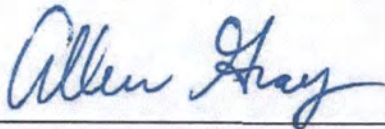
VENDOR # VS0000010221

*is a Small/Minority/Woman Business Enterprise (S/M/WBE) as prescribed by
section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from*

November 7, 2018 to November 6, 2021

The following Services and/or Products are covered under this certification:

**Planning, Urban, Regional, Community, Area wide and State;
Business Consulting;
Real Estate and Land Consulting, Including Land Survey Consulting
and Land Developers;
Urban Planning Consulting**



Allen Gray, Manager



Palm Beach County Board of County Commissioners

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator
Verdenia Baker

11/06/2018



November 6, 2018

Mrs. Yexsy Schomberg
UR3ANA, LLC, dba URBANA
1900 Glades Rd. Suite 500
Boca Raton, Fl. 33431

**Office of
Small Business Assistance**

50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com/osba



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
Hal R. Valeche
Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"

Official Electronic Letterhead

Dear Mrs. Schomberg:

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for certification and is pleased to announce that your firm has been certified for:

90664 - Planning, Urban, Regional, Community, Area wide and State

91821 - Business Consulting

91889 - Real Estate and Land Consulting, Including Land Survey Consulting and Land Developers

91892 - Urban Planning Consulting

as a Small/Minority/Woman Business Enterprise (S/M/WBE) for three (3) years, expiring **November 6, 2021**. You will not receive S/M/WBE consideration if you bid in another area. **Please keep track of your certification expiration date.** Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840 for an application to amend your certification.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division, must also be reported to OSBA. Your company name and vendor code must be the same in both Purchasing and OSBA. Failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of UR3ANA, LLC dba URBANA, with Vendor ID#: VS0000010221.

Sincerely,

Angie Whitaker
Small Business Development Specialist II
Office of Small Business Assistance

INTERLOCAL CERTIFICATION COVER SHEET

Initiating Agency: PBC Office of Equal Business Opportunity (OEBO)

By: *Angie Whitaker*
Authorized Signature

- To be presented to: Palm Beach County Office of Equal Business Opportunity (EBO)
 Palm Beach County School Board (SBE – MW/BE)
 City of West Palm Beach (SBE)

BUSINESS NAME ADDRESS (include d/b/a if applicable)	BUSINESS TEL. NO: (561) 602-1225 or (561) 299-0508
Urbana, LLC	BUSINESS FAX NO:
950 Peninsula Corporate Circle, Ste #1017	DATE ESTABLISHED: 02/05/2018
Boca Raton, FL 33487-1385	# FULL-TIME EMPLOYEES: 1
	# PART-TIME EMPLOYEES:
CONTACT PERSON: Yexsy Schomberg	# CONTRACT/TEMPORARY EMPLOYEES:
DOMICILE VERIFIED: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	

BUSINESS FUNCTION: Planning, Urban (Community, Regional, Area Wide and State); Business Consulting, Large; Real Estate/Land Consulting (Including Land Survey Consulting; Urban Planning Consulting)

BUSINESS TYPE: Construction Commodities Professional Services (Non-CCNA)

CERTIFICATION STATUS: SBE S/MBE S/WBE S/M/WBE

BUSINESS ORG.	% OF OWNERSHIP	Gross Receipts	
		Year	Dollar Amount
<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> African American <input type="checkbox"/> Male	2018	13,003.05
<input type="checkbox"/> Partnership	<input type="checkbox"/> Asian American <u>100%</u> <input checked="" type="checkbox"/> Female		
<input type="checkbox"/> Sole Proprietor	<input checked="" type="checkbox"/> Hispanic American		
<input type="checkbox"/> Other _____	<input type="checkbox"/> Native American		
	<input type="checkbox"/> Non-Minority	Average	\$ 13,003.05

SBE: Certified Denied Deferred Site Visit
 S/MBE: Certified Denied Deferred Site Visit
 S/WBE: Certified Denied Deferred Site Visit
 S/M/WBE: Certified Denied Deferred Site Visit

Certification dates: 11/07/2018 - 11/06/2021

Angie Whitaker
Signature

11/06/2021
Date

Documents	OEBO	School Board M/WBE	School Board SBE	City of West Palm Beach
Palm Beach County Business Tax Receipt	✓			
Fictitious Name Certificate	✓			
Most recent three years' tax returns, signed as filed with the Internal Revenue Service	✓			
All schedules from three years' corporate or partnership tax returns	✓			
Schedule C from three years' personal tax returns	✓			
Proof of Domicile	✓			
Palm Beach County CCNA Certification (Architects/Engineers)	✓			
Resumes of principals and/or partners and/or management personnel				
PBC Vendor Registration	✓			
Bank signature card				
List of Officers, Board of Directors and Shareholders	✓			
Minutes of first corporate organizational meeting				
Partnership's distribution of profits for previous year	✓			
Third Party Agreements (rental and lease agreements, management agreements, purchase agreements)				
Application and Affidavit	✓			
Professional License/Certificate of Competency	✓			



YEXSY SCHOMBERG

CEO & PRINCIPAL LAND PLANNER

10+ Years of Experience

OFFICE ADDRESS

950 Peninsula Corporate Circle
Suite 1017
Boca Raton, FL 33487

CONTACT INFO

561 299 0508 (o)
561 602 1225 (c)
yexsy@urbanafl.com (e)

SKILLS

Leader & Mentor
Public Speaker
Logistic & Analytics
Detail-oriented
Problem solver
Microsoft Office
Adobe Acrobat
Adobe Photoshop
Autodesk Design
GIS
Fluent in English/Spanish

PROFESSIONAL EXPERIENCE

Mrs. Schomberg has an extensive background in both public and private work in the areas of land planning, entitlement processes, project management, and community outreach in multiple municipalities in South Florida. While at her own firm, she oversees a team of planners and contractors, she is best known for her effortless leadership skills in directing multimillion-dollar projects and their teams on a daily basis while assisting governmental agencies' planning & zoning departments on their land development review processes. Although today she is focused on land use planning and entitlement and construction project management, her career started in transportation planning where she assisted multiple local organizations in collecting transit commuting patterns and accessibility from underserved and undocumented populations. She also worked with school districts to identify and engage stakeholders in the implementation of the USDOT Safe Routes to School (SRTS) programs in multiple schools throughout Palm Beach and Broward Counties. Her attention to detail and ability to make hard decisions under pressure while providing the best customer service has provided her with a competitive edge in her industry. She evaluates site plans, analyzes sites and best uses, reviews and analyzes development applications for governmental agencies based on their comprehensive plans and codes, drafts staff reports and statements, represents clients at public meetings, designs *and manages charrettes and community outreach meetings.*

WORK HISTORY

2018 to Present – CEO & Principal Planner – URBANA
2016 – 2018 – Planning Director & Planning PM – Cotleur & Hearing
2014 – 2016 – Senior Land Planner – Cotleur & Hearing
2013 – 2014 – Land Planner – Cotleur & Hearing
2010 – 2013 – PBC SRTS Coordinator – SDPBC Planning Department
2009 – 2010 – Planning Intern – SDPBC Planning Department
2006 – 2007 – Property Management – Wellington Management
2003 – 2006 – Commercial Land Acquisition – Coldwell Bankers



EDUCATION

2012: FAU – Master of Public Administration, Spec. in Urban Planning

2012: FAU – Minor in Professional Non-profit Management

2009: FAU – Bachelor of Urban & Regional Planning, Summa Cum Laude

2008: PBSC – Associate of Architecture, Honors Distinction

1995: AJS University - Associates of Civil Construction Design

PROFESSIONAL AFFILIATIONS

American Planning Association FL (APAFL) – VP, Membership (2018-2020)

American Planning Association FL (APAFL – TC Section) – FAU Liaison -
Membership Program (2014-2018)

American Planning Association FL (APAFL – TC Section) – Young Planners
Group Ambassador (2013-2018)

Palm Beach County Planning Congress (PBCPC) – Director (2019)

Palm Beach County Planning Congress (PBCPC) – VP (2018)

Palm Beach County Planning Congress (PBCPC) – Membership (2017)

Palm Beach County Planning Congress (PBCPC) – Secretary (2016)

Florida Atlantic University Mentorship Program – Co-Founder (2014-2020)

PBC Development Review Advisory Committee (DRAC) – Board (2018-2019)

Congress for the New Urbanism (CNU) – Member (2019)

Palm Beach County Safe Routes to School Coalition (2010-2013)

Golden Key National Honour Society - Member (2009)

Florida Earth Foundation – Member (2008)

Florida Atlantic University

has conferred on

Hessy Nataly Schomberg

the degree

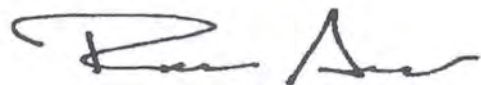
Master of Public Administration

with all the rights and privileges thereunto appertaining.

*In Witness whereof, this diploma, duly signed and with the seal of the University affixed,
has been issued by the University Board of Trustees upon the recommendation of*

**the Faculty of
the College for Design and Social Inquiry**

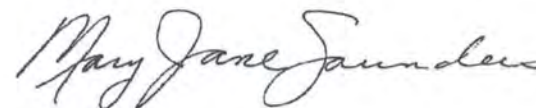
Given at Boca Raton, Florida, this seventh day of December, 2012



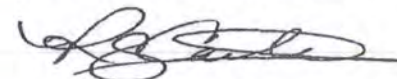
Governor Rick Scott



Board of Trustees Chair R J Stille



President Mary Jane Saunders



Dean Rosalyn Carter

Florida Atlantic University

has conferred on

Hessy Nataly Schomberg

the degree

Bachelor of Urban and Regional Planning

with a major in Urban and Regional Planning

Summa Cum Laude

With all the rights and privileges thereunto appertaining.

In Witness whereof, this diploma, duly signed, and with the seal of the University affixed,
has been issued by the University Board of Trustees upon the recommendation of

The Faculty of

the College for Design and Social Inquiry

Given at Boca Raton, this tenth day of August, 2010

Charlie Crist
Governor

Nancy St. Blosser
Board of Trustees, Chair



Mary Jane Saunders
President

[Signature]
Dean of the College



QUALIFICATIONS & BACKGROUND

URBANA strives to provide high-quality service and meaningful results. We believe this can be achieved with a constant channel of open and clear communication and, thus far, we believe we have accomplished this with the Village of Royal Palm Beach Staff. As demonstrated, URBANA is committed to assisting the Village, the planning department, and its residents in any matter related to the aforementioned services with professionalism, integrity, and respect. URBANA's extensive experience in the private development world brings a unique level of services parallel with the Village's goals.

URBANA is a Land Planning & Management Firm with over 10 years of experience in South Florida. It offers land planning & zoning services, project management, construction administration, and representation to both public and private organizations such as local municipalities, non-profits, schools, developers, property owners, and businesses among many others. Our years of experience, and up-to-date knowledge of ever-changing state and local codes, along with our professional relationships with local governments, equates to great value for our clients. Our effective business model has allowed us to deliver high-quality services with a cost-efficient approach, but, most importantly, we are proud of the trust, relationships, and confidence we have developed with our clients.

In the last couple of years, URBANA has served local government entities such as Palm Beach County Property and Real Estate Management, Palm Beach County School District, Florida Atlantic University, the City of Riviera Beach, and the Village of Royal Palm Beach Planning and Zoning Department on Research, Code Amendments, Comprehensive Plan Amendments, Land Development Applications, and Permit Review Applications.



3.4 Technical Proposal

3.4.A.6 Writing Examples

3.4.A.6.1 Writing Example 1 | Staff Report

3.4.A.6.2 Writing Example 2 | Project Narrative

3.4.A.6.3 Writing Example 3 | Administrative Approval Letter

3.4.A.6.4 Writing Example 4 | Agenda Item



STAFF REPORT – WRITING EXAMPLE 1

I. **General Data**

Project Name:	Project Name
Application:	00-0000 (SPM, AAR) (Res. No.xxxx)
Applicant:	Applicant Name Applicant Address Applicant Address
Request:	Site Plan Modification and Architectural Approval for a new worship hall, accessory buildings, and to add 5.55 acres to the site, for a property located on....
Hearings:	Planning and Zoning Commission: Date, 2020 Village Council: Date, 2020
Recommendation:	Approval

II. **Site Data**

Site Area:	00.00 ± acres
Property Control Numbers:	00 00 00 00 00 000 0000
Existing Land Use:	Existing Use
Existing FLUM Designation:	Commercial (COM)
Proposed FLUM Designation:	N/A
Existing Zoning District:	Commercial General (GC)
Proposed Zoning:	N/A

III. **Intent of Petition:**

The applicant is seeking a Site Plan Amendment and Architectural Approval to add a 5.50 acre parcel to the subject parcel. The site is situated within the Commercial General (GC) Zoning District. The applicant has indicated in their justification statement that the ultimate goal is to utilize the additional 5.50 acre . The applicant is also requesting a Landscape Waiver from section 26-86(4)(e) to allow the required fifteen (15) foot landscape buffer adjacent to interior lot lines to be reduced to five (5) feet adjacent to the north property line.

IV. **History**

The subject property is located on the north side of street name and west street name. The parcels are contiguous to the Village boundary on the north, south and east sides and adjacent to Wellington’s boundary on the west side. The properties were recently annexed into the Village Boundary by adoption of Ordinance xx by the Village Council on Date. Subsequently, the Village assigned a Village Land Use Designation of Multi-Family High Density Residential (MFH) to the site, through adoption of Ordinance xx by the Village Council Date. The property was assigned a Village Zoning District of Multi-family residential (RM-14) by the Village Council through the adoption of Ordinance xx on Date.

The owner’s name, Inc., initially purchased the existing site from the Village of Royal Palm Beach in year. The site plan and a special exception approval for 90,720 SF of building area was granted approval pursuant to Resolution No. 00-00 on Date. A variance was also approved on Date from the front street setback and maximum building height pursuant to application VC 00-00. A height variance was also included to accommodate outdoor structure.

On Date, the Village Council approved a site plan modification to add 4,800 SF of office/Youth Center pursuant to Resolution No. 00-00.



On Date, the Village approved a major sit plan modification to revise the phasing schedule pursuant to Resolution 00.00.

On Date, the Village Council approved a site plan modification, condition modification and AAR request which allowed color changes to the buildings, revised phasing for a maximum of 98,986 SF of building area pursuant to Resolution No. 00-00 .

On Date, Architectural approval was granted pursuant to Application 95-11E to replace canvas awnings with aluminum awnings to provide weather protection.

On Date, the Village Council approved a change in zoning from RT-8 to General Commercial, and a Future Land Use from Open Space to Commercial for a 1.53 acre site located immediately north of the site (Ordinance No. 887). The owners name, Inc. purchased the property from the Village of Royal Palm Beach on Date.

The Village restricted the purchase to limit the use on the site to a non-profit use related to the existing use. Additionally, the site agreed to a drainage easement, additional drainage improvements and the installation of a 6 foot fence to join the fences across the existing vacant lots located at 121 and 125 Street Name to reduce pedestrian traffic between the properties.

Various approvals of Minor site plan modifications have been approved over the years to amend the landscape plan, add pedestrian connections between buildings and add weather protection. The 5.55 acre parcel of land was bought from the Village of Royal Palm Beach by contract purchaser and subsequently gifted to the site for the expansion of the existing site.

On Date, Ordinance xxx was approved by the Village Council allowing the Rezoning and small-scale Future Land Use Amendment for the 5.55 acre parcel located to the east of the existing site.

V. Analysis

The Applicant is seeking Site Plan and Architectural Approval for a proposed multifamily residential development on a 29.356 acre parcel of land. The site is situated within the Multifamily Residential (RM-14) Zoning District. The Applicant has indicated in their justification statement that the ultimate goal is to develop the property for 401 multi family dwelling units with a gross density of 13.66 multi family dwelling units per acre.

The Applicant is seeking Site Plan Approval in order to construct a 401 unit multifamily residential apartment complex. The 401 units will be divided between 15 three (3) story buildings and 11 two (2) story townhouse style apartment buildings. The proposed Site Plan has six (6) building types, with unit counts ranging from 11 units to 22 units per building. The apartments in this development range from one (1) bedroom and one (1) bathroom to three (3) bedrooms and 2.5 bathrooms. The site will also contain a 3.93 acre lake for onsite retention. In addition, the site plan provides 14.57 acres of green and open space. Access to the site will be from Southern Boulevard, via a new bridge over the C-51 canal and a future access to State Road 7 south of Lowe's.

Pursuant to 26-75 (g) (2) of Village Code, requirements for recreational space are 10 acres of recreation space, per every 1,000 residents. Each dwelling unit generates 2.5 residents, per Village Code. Thus, based up on the proposed 401 multifamily dwelling units, the following recreation area is required:

401 du x 2.5 persons/unit = 1002.5 persons
1002.5 persons/1,000 = 1.0025 x 10 acres = **10.025 acres of recreation space**



urbana

Section 26-75 (h) (2) allows for a credit for private open space, where up to 50% of the required recreation area can be provided as private open space, to the residents of the subdivision. The Applicant is proposing to provide a total of 2.984 acres of private recreation on site for a total of 29.8% of the project's recreation obligation. The required private recreation activities throughout the site include an exercise trail, summer kitchen, a playground, a swimming pool, and bike paths (bicycling). Other activities not required but provided in the community include outdoor dining/cooking areas, a community garden, volleyball court, dog park/run, bocce court/horseshoe court (instead of shuffleboard), fire pit, and lake overlook which will be programmed with waterfront activities. The Applicant is also offering to pay a fee in lieu of dedication of land to the Village for 1.816 acres or 18.1% of the project's recreation obligation. Village Code 26-75.4 (h) (3) allows for a fee in lieu of dedication of land and the Applicant is proposing a \$302,370 per acre fee in lieu of payment for the 1.816 acre recreation obligation for a total of \$549,103.92. The Applicant will also be dedicating 5.225 acres of land totaling 52.1% of their remaining 52.1% recreation obligation. The 5.225 acres will be a part of Pod 8 which was intended to be the receiving area for the recreation obligations for Pods 2, 3, and 4.

The Applicant is also requesting architectural approval for the apartment buildings and Landscape Plan. The Applicant has indicated that the project signage would be part of a future architectural approval request. The Applicant has submitted a landscape plan, color renderings, and paint and material samples for the Commission's review.

The applicant is also requesting a Landscape Waiver from Section 26-86(4)(e) as allowed by Section 26-61(i) to allow the required fifteen (15) foot landscape buffer adjacent to interior lot lines to be reduced to five (5) feet adjacent to the north property line.

In reviewing this petition, Village staff considered conformity with the Village of Royal Palm Beach's Zoning Code pertaining to the Multifamily Residential (RM-14) Zoning District. Specifically, the proposed project meets the requirements for the Multifamily Residential (RM-14) Zoning District as follows:

1. Parcel size: The site is 29.356± acres in size and exceeds the minimum area required for the Multifamily Residential (RM-14) Zoning District designated property of three (3) acres.
2. Parcel width: The property is approximately 1252.51 feet wide and exceeds the minimum parcel width of 200 feet.
3. Setbacks: The proposed buildings meet the required setbacks for this zoning district.
4. Pervious area: The proposed site plan provides 49.62% of the site as pervious area which exceeds the minimum 49% required by Village Code.
5. Parking Requirements: The Applicant is requesting a parking variance which will precede the Site Plan Application on the agenda. The Applicant is requesting approval to allow 163 tandem parking spaces to count toward required parking. If the variance is granted, the site will meet the Village's parking requirements for the development of 946 parking spaces.
6. Landscape Areas: The proposed site plan complies with all aspects of the Village's Landscape Code.



7. **Maximum Building Height:** The Applicant is proposing to construct 15, three (3) story and 11, two (2) story townhouse style, multifamily buildings with a maximum building height as measured by Village Code of 32 feet and which falls within the height limitation of 32 feet within this Zoning District.

Overall, and except for the parking variances, reductions in apartment unit sizes, and landscape waiver requests, the proposed Site Plan is in conformance with the Village's requirements for the Multifamily Residential (RM-14) Zoning District.

VI. Staff Recommendation:

Staff requests a recommendation for Approval of application 19-019 (SP, AAR, LW) and Resolution 19-31 be submitted to the Village Council. This recommendation is contingent upon the approval of the development agreement for a reduction in unit sizes, the parking variances, and the landscape waiver.

VII. Hearing History:

Planning and Zoning Commission:

The Planning and Zoning Commission considered the application on October 22, 2019, and recommended _____ by a vote of X-X.



ATTACHMENT A
Legal Description
Address
00-000 (SP, AAR, LW)
Resolution No. 00-000

Legal Description:



ATTACHMENT B
Conditions of Approval
Address
00-000 (SP, AAR, LW)
Resolution No. 00-000

1. Development Order:

This development order constitutes approval for: Site Plan Approval and Architectural Approval for a Multifamily Residential development with 401 units on a 29.356± acre site, within 26 apartment buildings, Architectural approval for the landscape plan, building design, and color and materials.

Unless specifically discussed in this condition or subsequent specific conditions of approval, no other approval is granted or implied.

2. Site Specific Conditions:

- A. The project is subject to and shall remain consistent with the provisions of the Palm Beach County Traffic Concurrency Standards.
- C. Dumpster pads will be sloped to drain onto a pervious area.
- D. Revise all plans to reflect all required changes and resubmit to the Village prior to the issuance of a building permit.
- E. Prior to the issuance of the first building permit, the applicant shall be required to pay a fee or bond in lieu of dedication of land and the Applicant shall make a payment of \$302,370 per acre fee in lieu of payment for the 1.816 acre recreation obligation for a total of \$549,103.92. The Applicant will also be dedicating 5.225 acres of land totaling 52.1% of their remaining 52.1% recreation obligation. The 5.225 acres shall be a part of Pod 8 which was intended to be the receiving area for the recreation obligations for Pods 2, 3, and 4 and total approximately 10 acres.

3. Standard Conditions:

- A. This site plan approval shall expire one (1) year from the date of council approval, unless appropriate applications for site plan extension are submitted pursuant to Sec. 26-66 of the Village Code of Ordinances. In no case shall the approval be extended beyond code-established time frames.
- B. Failure of the developer to comply with any of the Conditions of Approval at any time may result in the denial or revocation of building permits, issuance of a stop work order, denial of certificates of occupancy or the denial or revocation of other Village issued permits or approvals. Failure to commence development in a timely manner may also result in the revocation of development approval.
- C. While the site plan approval process requires the submission of certain preliminary drawings, plans and specifications, such items are subject to change to some degree during the detailed design and construction-permitting phase of the final approvals. Thus except where specifically noted herein, the specific Village Code provisions governing design standards will apply.
- D. All utility services shall be underground.
- E. Lighting shall be required on all roadways and parking facilities and shall be installed on all streets on which any building construction has commenced. No certificates of occupancy shall be issued until street lighting is installed and operating in accordance with the provisions of Section 22-50 (a)(10). Light spill over onto adjacent properties or roadways shall be less than 0.1-foot candles.
- F. The developer shall submit copies of permits from all agencies with regulatory jurisdiction prior to the issuance of a building permit.



4. **Landscaping Conditions:**

- A. Prior to the issuance of a Certificate of Occupancy the developer's Registered Landscape Architect shall provide a signed and sealed statement of completion.
- B. Vegetation removal shall not commence until a building permit has been applied for and vegetation removal permits have been issued.
- C. The property owner/s or association shall be responsible for the maintenance of landscaping in adjacent public and private roads up to the edge of pavement and waters edge.
- D. All perimeter landscape buffers shall be installed prior to issuance of the first certificate of occupancy.
- E. The developer shall submit a landscape maintenance plan to the Village Landscape Inspector prior to the issuance of a Certificate of Occupancy.
- F. The landscape plan shall be revised and resubmitted to the Village to ensure that all landscaping is located outside of all easements prior to the issuance of a building permit.
- H. All Village Code required shrub materials shown on the proposed landscape plan shall be installed at no less than twenty-four (24) inches in height, and must be maintained at no less than thirty-six inches (36) in height.
- I. The practice of "hat racking" defined as the severe cutting back of branches, making internodal cuts to lateral limbs, leaves branch stubs larger than 1 inch in diameter within the tree's crown, is strictly prohibited for all trees listed in the approved landscape plan for installation. Trees shall be allowed to grow in a shape natural to their species, and shall only be pruned to remove limbs or foliage which presents a hazard to power lines or structures, or to remove dead, damaged or diseased limbs. In no case shall pruning result in trees which are smaller than the minimum requirements for spread or height, or are unnaturally shaped.
- J. All exotic invasive species of plants shall be removed from the site prior to commencement of installing the required landscaping.



PROJECT NARRATIVE – WRITING EXAMPLE 2

PROJECT NAME

Major Site Plan Review

PROJECT NARRATIVE

Date

I. INTRODUCTION

Urbana, on behalf of ENTITY NAME (Owner/Applicant), is requesting a Major Site Plan Review Application approval to allow twelve (12) units Multifamily Residential Development. The development is composed of four (4) parcels for a combined total acreage of 0.96 ac (41,969 SF). The development is under Folio Numbers 0000-00-00-0000, 0000-00-00-0000, 0000-00-00-0000, and 0000-00-00-0000 and located on the southeast corner of NAME OF STREET and NAME OF STREET within the CITY NAME. The existing Land Use Designations are Residential Medium-High 25 du/ac (MH-25) and Commercial (C), the existing Zoning Designations are Multiple-Family Residence (RM-30) and General Business (B-3), and it is within the Community Redevelopment Agency (CRA) boundaries.

II. REQUEST

To allow twelve (12) multifamily rental units.

III. ENTITLEMENT & EXISTING CONDITIONS

No past approvals or Development Orders (DOs) were found on record for these parcels. However, in addition to this application, a Minor Administrative Adjustment application (MAA) to deviate from Article 3 and 5 of the City’s Code of Ordinance was submitted on December 26, 2022 and is currently under review. The property owner is aware that the approval of this request is contingent upon the approval of the MAA application first.

Currently, the site is being utilized as an approved offsite temporary parking use. On May 1, 2023, the Zoning Board of Appeal approved a Major Temporary Use Permit from the provisions of Chapter 155: Article 4 (Use Standards) and Article 5 (Development Standards) of the City of Pompano Beach Zoning Code, in order to temporarily utilize vacant lots (Zoning Districts: RM-30 and B-3) for off-site parking related to ongoing construction at the adjacent John Knox Village facility without complying with the applicable use and development standards as required by Code via



application 23-0000000. A copy of the approved use letter has been uploaded with the August 10, 2023 submittal package.

IV. SURROUNDING PROPERTIES

Below are the subject parcels' adjacent parcel existing uses, future land use designations, zoning designation, and approved uses with corresponding resolutions (where applicable).

Adjacent Property	FLU	Zoning	Existing Use
North	MH	RM-30	Single Family Homes
South	ROW/LAC	ROW/LAC	Retirement Community (Grand Court Village)
East	C	B-4	Multiple Retail Uses
West	MH	ROW/RM-30	Assisted Living Facility (John Knox Village)

V. COMPREHENSIVE PLAN

Per the City's Comprehensive Plan Section 3. Zoning as to Permitted Uses and Densities, Subsection B. Commercial – "Each parcel of land within an area designated in a Commercial land use category by the City's Land Use Plan Map must be zoned in a zoning district which permits any one or more of the following use: Freestanding multi-family residential uses on parcels of land 5 acres or less, 10 acres or less for designated redevelopment areas i.e., Urban Infill area and Community Redevelopment Areas" (CRA).

Response: As allowed per this Section of the Comp Plan, the property owner is proposing to use the eastern parcel of this development, currently with a Commercial (C) Land Use Designation as egress, storm area, and dumpster location only. No residential or commercial building will be built on this parcel.

VI. CODE OF ORDINANCE

ARTICLE 2 – ADMINISTRATION

155.2401.C Unity of Title Agreement

In conjunction with the submittal of an application for a development permit when it is deemed necessary for compliance with standards in this Code for the owner of adjacent lots or parcels to execute an agreement whereby such lots or parcels shall be considered an undivided parcel for zoning purposes, a "unity of title agreement" or equivalent instrument shall be required to be



executed by the owner and recorded in the public records of Broward County. This agreement shall be considered to be a restriction running with the land and shall bind the heirs, successors and assigns of the owner.

Response: The property owner is proposing two (2) buildings composed of six (6) units each within three parcels that combine possess two Land Use Designations (Residential Medium High 25 du/ac (MH-25) and Commercial (C)) and two Zoning Designations (Multiple-Family Residence (RM-30) and General Business (B-3)) within the Community Redevelopment Agency (CRA) boundaries. The eastern B-3 Zoning Designation parcel will be used for egress, storm retention areas, and for the location of an enclosed dumpster while leaving the western parcels within the RM-30 Zoning Designation for the residential buildings and parking areas. Since the Replat is not required for this development (see below Plat Exemption), the property owner is submitting concurrent with this application a Unity of Title application to combine the three subject parcels and, as such, allow the development of this project without changing the Land Use from C to MH and the Zoning from B-3 to RM-30.

155.2410.2 Plat Exemption

The requirement that a Plat be approved in accordance with this section before approval of a Zoning Compliance Permit shall not apply where expressly exempted from such requirement by the Broward County Land Use Plan.

Response: Per the attached Plat Determination Letter (PD-21-135) received by Broward County Planning Council on December 7, 2021, a replat would not be required by Policy 2.13.1 of the Broward County Land Use Plan for the proposed development, subject to compliance with any applicable *Broward County Trafficways Plan* requirement. As per the criteria of Policy 2.13.1, replatting is required for the issuance of building permits when constructing a non-residential or multi-family development, unless all of the following conditions are met:

- a. The lot or parcel is smaller than 10 acres and is unrelated to any adjacent development;
- b. The lot or parcel has been specifically delineated in a recorded plat;
- c. All land within the lot or parcel which is necessary to comply with the County Trafficways Plan has been conveyed to the public by deed or easement; and
- d. The proposed development is in compliance with the applicable land development regulations.



155.2407.E Site Plan Review Standards

An application for a **Major Site Plan** or Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the development, as proposed:

- a. Is consistent with the land use designation in the comprehensive plan:

Response: Yes, the proposed Residential Medium-High 25 du/ac (MH-25) and Commercial (C) land use designations are consistent with the Comprehensive Plan. In addition, as stated above under Comprehensive Plan Section 3. Zoning as to Permitted Uses and Densities, Subsection B. Commercial, "Free standing multi-family residential uses on parcels of land 5 acres or less, 10 acres or less for designated redevelopment areas i.e., Urban Infill area and Community Redevelopment Areas" (CRA).

- b. Complies with the applicable district, use, and intensity and dimensional standards of this Code (Articles 3, 4, and 5);

Response: This development has been designed to meet most of the City's Development requirements. Concurrent with this application, a Minor Administrative Adjustment (MAA) application has been submitted to reduce the south street side yard setback, the north perimeter landscape strip width, and the landscape between the vehicular use area and the building as the parcel's shape configuration affects the ability to meet 100% these sections of the Code. However, we strongly believe these AAs variations do not affect the district's intent as all required plant materials, sizes, and species have been provided without impact to the environment and the surrounding parcels.

- c. Complies with the applicable development standards of this Code (Article 5). While not required to comply with the Sustainable Development Standards in Part 8, Sustainable Development Standards, of Article 5, Development Standards, applications for Minor Site Plan shall be approved only on a finding that there is competent substantial evidence in the record that the proposed development is consistent with the goals and intention found in Section 155.5801, Purpose;

Response: This development has been designed to meet most of the City's Development requirements. Concurrent with this application, a Minor Administrative Adjustment (MAA) application has been submitted to reduce the south street side yard setback, the north perimeter landscape strip width, and the landscape between the vehicular use area and the building as the parcel's shape configuration affects the ability to meet 100% these sections of the Code. However, we strongly believe these AAs variations do not affect the district's intent



as all required plant materials, sizes, and species have been provided without impact to the environment and the surrounding parcels.

- d. Complies with all other applicable standards in this Code;
Response: Aside from the three (3) proposed Minor Administrative Adjustments (MAA) related to Article 3 and 5, the development meets all other applicable Code Standards.
- e. Complies with all requirements or conditions of any prior applicable development orders or prior applicable approved plans on record;
Response: Not applicable, as there were no past approvals or development orders in the City's records.
- f. The concurrency review has been completed in accordance with Chapter 154 (Planning) of the Code of Ordinances;
Response: The required concurrency is being reviewed with this application.
- g. Is designed to provide safe, adequate, paved vehicular access between buildings within the development and streets as identified on the Broward County Trafficways Plan;
Response: Yes, the proposed site configuration has been designed to provide a safe, adequate, paved vehicular access between SW 4th Avenue and Pompano Park Place (SW 3rd Street).
- h. Complies with any applicable hazardous material licensing requirements in the Broward County Wellfield Protection Ordinance;
Response: No hazardous materials are proposed for this development.
- i. Complies with crime prevention security strengthening and CPTED standards for natural surveillance, natural access control, territorial reinforcement, maintenance, and activity support;
Response: Yes, the development landscape, lighting, signage, and other site development areas have been designed to meet the CPTED Standards.
- j. Complies with adopted Fire Codes and Standards per City Code Section 95.02;
Response: Yes, the City of Pompano Beach Fire Department preliminarily reviewed the proposed development and provided additional recommendations to meet this Code and, as such, this development has been designed to meet these standards.



- k. Considers and mitigates any potential adverse impacts on environmentally sensitive lands identified by the city Comprehensive Plan or Broward County Land Use Plan; and

Response: Not applicable, as these parcels are not considered sensitive, and no native and non-native fauna and flora are present on them.

- l. Complies with the approved Transportation Corridor Study, unless in direct conflict with another zoning code provision.

Response: This requirement is not applicable to this development.

ARTICLE 3 – ZONING DISTRICTS

155.3211. A Purposed: Multiple-Family Residential 30 (RM-30)

The Multiple-Family Residence 30 (RM-30) district is established and intended to accommodate primarily multifamily dwellings (including townhouse development) including community residences and recovery communities at moderately high densities. The district also accommodates single-family and two-family dwellings, zero-lot-line development, assisted living facilities, and continuing care retirement communities. Limited neighborhood-serving nonresidential uses, as well as office buildings, financial institutions, hotels/motels, and condo hotels, are allowed as Special Exceptions.

Response: The proposed residential development is composed of two (2) buildings of six (6) units each for a total of 12 multifamily dwelling units.

Density - As confirmed by the City of Pompano Beach Planning and Zoning Department, the allowable density in the RM-30 Zoning Designation is controlled by the Land Use Designation of HM-25 du/ac and not RM-30 du/ac, whereas the B-3 Zoning Designation maximum allowable density is 46 du/ac. Based on this information, the maximum density allowed in the **RM-30 Zoning Designation is 19 du/ac** (0.76 ac x 25 du = 19 du) However, as part of this development, the property owner is only proposing **12 multifamily dwelling units**. The proposed 12 units will be located within the parcels zoned RM-30 while the B-3 parcel is being utilized as egress, storm water areas, a bike rack station, and a 10' x 10' dumpster enclosure only, meaning, no residential development is proposed on this parcel. A Unity of Title is being requested along with this application to ensure the three parcels, although different land use and zoning, are combined under one development and under the same ownership.



155.4202.D.1 Dwelling, Multifamily

Per Section 155.4202.D.1, multifamily dwelling units are allowed under the RM-30 Zoning District Designation.

Response: The proposed residential development is composed of 12 multifamily dwelling units.

155.3211. B Use Standard

	RM-30 REQ	B-3 REQ	PROV
Min. Lot Area (SF)	MF: 8,800 SF	10,000 SF	41,969 SF (0.96 AC)
Min. Lot Width (SF)	MF: 75 SF	100'	464'
Max. Density (du/ac)	0.76 x 25 = 19 du	0.2 x 46 = 9 du	12 du
Min. Floor Area per Dwelling Unit (SF)	MF 650 SF + 100 SF per BR	-	850 SF / 2BD
Max. Lot Coverage (% of lot area)	60 % / 25,181 SF	60%	13% / 5,460 SF
Min. Pervious Area (% of lot area)	25% / 10,492 SF	20%	36% / 15,117 SF
Max. Height (Ft.)	105'	105'	23' (25'-6" top of parapet)
Min. Front Yard Setback (Ft.) (W)	25'	0'	25.8'
Min. Street Side Yard Setback (Ft.) (S)	10'	0'	7' *
Min. Interior Side Yard Setback (Ft.) (N)	10'	0'	56.8'
Min. Rear Yard Setback (Ft.) (E)	10'	30'	129'
Min. Spacing Between Principal Structures	25'	-	53.2'

* Concurrent with this application, a Minor Administrative Adjustment (MAA) application has been submitted to allow this reduction.

155.3304. A Purposed: General Business (B-3)

The General Business (B-3) district is established and intended to accommodate a diverse range of moderate-intensity retail, service, office, recreation/ entertainment, visitor accommodation, and institutional uses that serve the residents and businesses in the community at large (e.g., most retail sales and service uses, restaurants, offices, banks, restaurants, gasoline filling stations, marinas, auto and boat sales and service uses, theaters, hotels, child care facilities, vocational or trade schools, health care facilities, places of worship). It also accommodates complementary residential uses (e.g., live-work and upper-story dwellings) and moderate- to high-density multifamily development (either stand-alone or mixed with commercial development), community residences, and recovery communities.

Response: The Comprehensive Plan Section 3.B Commercial, the General Business (B-3) Zoning District Designation allows for complementary residential uses and, as such, the property owner is proposing to use the eastern parcel which possesses a B-3 Zoning Designation for the Belmont Park Estate Residential Development egress, storm area, and dumpster location only. No residential or commercial buildings are proposed on this parcel.



ARTICLE 4 – USE Standard

155.4302.3. Required Setbacks, Maximum Height and other dimensional standards for Accessory Uses and Structures.

Unless otherwise provided for in Section 155.4303 (Standards for Specific Accessory Uses and Structures), accessory uses and structures shall comply with the zoning district's minimum setback standards, maximum height limitations, and all other dimensional standards applicable for a principal dwelling unit or structure.

Response: A 6' high concrete wall dumpster enclosure of 10' x 10' is proposed on the NE corner of the property and setback of 10' from both property lines as required per Sec. 155.3211.

ARTICLE 5 – DEVELOPMENT STANDARDS

155.5102.D.1: Minimum Number of Off-Street Parking Spaces

Per this section of the Code, 1.5 parking space (PS) is required for every multifamily dwelling unit with 1 or 2 bedrooms. Since the residential development is proposing 12 multifamily dwelling units of 2 bedroom each, the total required number of parking spaces is 18 PS and the provided is 23 PS. Out of the 23 PS, a total of 2 PS have been assigned as ADA PS with the required 5' ramp as requested by the City of Pompano Beach Fire Department. Please refer to the below table for a more detailed breakdown of the uses, required and provided parking spaces.

USE	CODE REQ	REQUIRED	PROVIDED
Multifamily Dwelling (Based on 12 du)	1.5 PS/DU w/1&2 BD	18 PS	
Guest	N/A	0 PS	
Handicapped (included in total)	N/A	(1 PS)	(2 PS)
Total Required PS		18 PS	
Total Provided PS			23 PS

155.5601 Multifamily Residential Design Standards

All multifamily development subject to this section shall comply with the following standards:

1. Building Orientation and Configuration
 - a. Multi-Building Development

Multifamily residential developments with more than one building shall be configured so that primary building entrances are oriented towards external



streets, internal streets, or open space areas (like courtyards). Buildings may be oriented towards off-street parking lots only in cases where no other practical alternative exists.

Response: A minimum 50' distance from the Fire Truck location to each unit door is required by the Fire Department. Therefore, each unit's main access door has been relocated to the rear of the parcel, facing the parking space instead to meet this requirement. However, the building façade facing Pompano Park Place have be designed to look like the front façade to meet this requirement.

b. Building Configuration

- i. Multifamily residential developments with six or fewer dwelling units shall be configured through massing, door placement, centralized parking location, and use of exterior materials to give each building the appearance of a large, single-family home.

Response: There are two (2) two-story buildings composed of six (6) units each, whereas each building has been design to look like one large family residential building.

- ii. Ground-floor dwelling units shall be accessed via internal corridors or from individual exterior porches or stoops served by a sidewalk or other designated walkway.

Response: The ground floor units are proposed to be accessed via a sidewalk.

2. Maximum Building Size

- a. Individual structure footprints shall not exceed a maximum of 20,000 square feet.
- b. The maximum length of any multifamily residential structure shall be 180 linear feet, regardless of the number of units.

Response: The proposed individual building footprints is 2,730 SF each. The length of the proposed structure is 122 linear feet without the stairs.

3. Building Facades

- a. Facades of multifamily residential development facing a public street shall incorporate wall offsets, in the form of projections or recesses in the facade plane, spaced no more than 30 feet apart.

Response: The proposed buildings shall meet the facade requirements for projections and recesses for the elevations that face a public street.



- b. Wall offsets shall have a minimum depth of two feet.

Response: The proposed design has a wall offset depth of 3 feet.

- c. In addition to wall offsets, front facades shall provide a minimum of three of the following design features for each residential unit fronting onto a public street.
 - i. A recessed entrance;
 - ii. A covered porch ;
 - iii. Pillars, posts, or columns adjacent to the doorway;
 - iv. One or more bay windows projecting at least twelve inches from the facade plane;
 - v. Eaves projecting at least six inches from the facade plane;
 - vi. Raised corniced parapets over the entrance door;
 - vii. Multiple windows with a minimum four-inch-wide trim; or;
 - viii. Integrated planters that incorporate landscaped areas or places for sitting.

Response: The proposed buildings' design has a (i) recessed entrance, (iii) pillars, posts, or columns adjacent to the doorway, and (vii) multiple windows with a minimum four-inch-wide-trim.

4. Architectural Variability

Repetitive "look-alike" multi-building developments shall be prohibited. Multi-building developments subject to these standards shall ensure that each structure is distinguished from others through the use of two or more of the following features:

- a. A variation in structure length of 30 percent or more;
- b. A variation in the structure footprint size of 30 percent or more;
- c. A distinct variation in color and use of materials;
- d. A variation in the type of dwelling unit contained in the structure that results in a significantly different scale and mass (e.g., garden apartments vs. townhomes);
- e. A variation in structure height by at least ten percent; or
- f. A variation in roof form.

Response: The proposed buildings design incorporates (c) A distinct variation in color and use of materials and (e) A variation in structure height by at least ten percent.



5. Roofs

- a. Sloped roofs on principal buildings shall include two or more different sloping roof planes, each with a minimum pitch between 3:12 and 12:12.
- b. Flat roofs on principal buildings shall be concealed by parapet walls that extend at least three feet above the roof level and have three dimensional cornice treatments that project at least eight inches outward from the parapet facade plane.
- c. Alternative roof forms or pitches may be allowed for small roof sections over porches, entryways, or similar features.
- d. All roof-based mechanical equipment, as well as vents, pipes, antennas, satellite dishes, and other roof penetrations (except chimneys), shall be located on the rear elevations or otherwise be configured, to the maximum extent practicable, to have a minimal visual impact as seen from the street.

Response: The proposed buildings have been designed with a flat roof design.

6. Materials

- a. Materials changes shall occur along a horizontal line or where two forms meet. It is acceptable, however, that change of materials occur as accents around windows, doors, cornices, at corners, or as a repetitive pattern.
- b. Where two or more materials are proposed to be combined on a facade, the heavier and more massive elements shall be located below the lighter elements (i.e., brick shall be located below stucco). It is acceptable to provide the heavier material as a detail on the corner of a building or along cornices or windows.

Response: The proposed buildings design includes material changes on all 4 facades.

7. Location of Off-Street Parking

- a. No more than two single-loaded bays of off-street surface parking may be located between a multifamily building and the street it faces unless the parking bays are screened from view from the street by another building. Interior structures within a multi-building development served by a central, private driveway are exempted from this requirement.

Response: Not applicable, as the residential development is proposing a private driveway. However, the proposed standard and ADA parking spaces are proposed on the back of the development in front of each residential unit.



- b. Guest and overflow parking associated with a townhouse unit within a multifamily residential development shall be located to the side or rear of the building containing the townhouse unit, to the maximum extent practicable.

Response: N/A.

- c. Off-street surface parking located beside a building shall not occupy more than 25 percent of the parcel's street frontage. Associated driving areas shall be included as part of such off-street surface parking.

Response: Not applicable, as the residential development is proposing a private driveway. However, the proposed standard and ADA parking spaces are proposed on the back of the development in front of each residential unit.

8. Outdoor Activity Areas

- a. Ground-level outdoor activity areas, porches, decks, vending areas, and other similar site attributes shall be screened from adjacent single-family dwellings with a type B perimeter buffer in accordance with Section 155.5203.F, Perimeter Buffers.

Response: Not applicable.

- b. Upper-story balconies serving individual dwelling units located within 100 feet of a single-family dwelling shall be oriented or configured to prevent direct views into the dwelling's rear yard.

Response: A minimum 50' distance from the Fire Truck location to each unit door is required by the Fire Department. Therefore, each unit's main access door has been relocated to the rear of the parcel, facing the parking space to meet this requirement. Therefore, the second-floor balconies are now facing the single-family dwelling north of the property line and the distance is less than 100 feet. However, the intent of this section is to "prevent direct views into the dwelling's rear yard," and we believe this has been accomplished by providing a continuous hedged, a minimum of 10' canopy trees, and a minimum of 22' palm trees along the north buffer and 14 – 22 feet height trees and palms in front of the balconies as foundation planting. We believe this prevents the view from the second-floor balconies to the north single family homes rear yard.



ADMINISTRATIVE APPROVAL LETTER – WRITING EXAMPLE 3

10/20/2020

Company Name
Applicant Name
Applicant Address
Applicant Address

RE: Project Name, Minor Site Plan Modification 20-00 (MSPM)
Monument Sign Relocation

Dear Ms./Mr. Applicant's Last Name:

Village Staff has reviewed your minor site plan amendment application and found that it meets the requirements of the Village Code. The intent of this Minor Site Plan Amendment is to amend the previously approved site plan to relocate the monument sign from the East side of the entrance to the West side of the entrance of the **DEVELOPMENT NAME** as listed in the application from **NAME OF APPLICANT** dated **JUNE 00, 2020**, and attached hereto. No other approval is granted or implied by this approval. Please note that all previous conditions of approval associated with this project remain in full force and effect. A copy of the Administratively Approved plan which has been date-stamped **OCTOBER 00, 2020**, is attached for your records.

If you have any additional comments or questions, please feel free to contact me directly at (561) 790-5131 or email me at bobrien@royalpalmbeach.com at your convenience.

Sincerely,

Bradford O'Brien
Director of Planning and Zoning
Village of Royal Palm Beach

Cc: File



AGENDA ITEM TEMPLATE – WRITING EXAMPLE 4

AAR/SPM/LW APPLICATIONS

THE APPLICANT IS SEEKING (SELECT THE APPLICABLE: **ARCHITECTURAL/SITE PLAN AMENDMENT /LANDSCAPE WAIVER**) APPROVAL TO **ADD/DELETE/MODIFY/REMOVE/RELOCATE/...** FOR **NAME OF BUSINESS** LOCATED WITHIN THE **SUBDIVISION NAME** DEVELOPMENT ON THE **NORTH/SOUTH** SIDE OF **STREET NAME** AND IMMEDIATELY OR APPROXIMATELY **XXX** FEET **EAST/WEST** OF **STREET NAME**; APPLICATION **20-00 (AAR)(SPM)(LW)**: BY AGENT: **AGENT NAME**.

THE APPLICANT IS SEEKING **ARCHITECTURAL** APPROVAL TO **REPLACE A WALL SIGN** FOR **BUSINESS NAME** LOCATED WITHIN **THE FOX TRAIL PROPERTY PARCEL XX** DEVELOPMENT ON THE **SOUTH** SIDE OF **FOX TRAIL ROAD SOUTH** AND APPROXIMATELY **650** FEET **WEST** OF **STATE ROAD 7**; APPLICATION **20-00 (AAR)**: BY AGENT: **URBANA**.



3.4 Technical Proposal

3.4.B Particular Planning & Design Review Experience

3.4.C Relevant Projects and Accomplishments for and within The Village

3.4.C References – Exhibit H



PARTICULAR PLANNING AND DESIGN REVIEW QUALIFICATIONS

URBANA is a proficient land planning firm that provides land planning and entitlement services to both public and private entities. We strive to provide the best customer service experience to all of our clients with professionalism, integrity, and respect. From the private sector perspective, URBANA has extensive knowledge in site analysis, site design, entitlement approval processes, and planning construction coordination. From the public sector perspective, URBANA has assisted government agencies in public outreach, charrettes, Comprehensive Plans, TDM, EAR, and parcel analysis, assisted in multiple transactions such as land acquisition, site analysis, annexation, text amendments, and managed the review of multiple development applications such as code amendments, land use amendments, rezoning, variances, special exceptions, major and minor master and site plan amendments, among others.

In the past, URBANA's owner and principal planner worked for over six consecutive years with the Village of Royal Palm Beach on private development projects for applications such as zoning text amendments, land use amendments, rezoning, variances, waivers, special exceptions, major and minor site plan amendments, and architecture and aesthetic reviews (AAR). She oversaw the entitlement approval process of these applications from the initial design stage to Village Council approval to plat and permit approval.

Since 2019, URBANA has served as a consultant to the Village Planning and Zoning Department for its land development and permit application review processes. Our work involves the review of site plans, regulating plans, architectural plans, landscape plans, signage plans, etc., for consistency with the



Code as well as the review of all related permit plans. Under the direction of the Planning Director, URBANA works closely with Staff during the review of all development applications, assists the property owners and applicants during the review of their applications, drafts staff comment letters, when needed, performs site inspections with written recommendations, attends Technical Staff Review (TSR) meetings, and attend public hearings (when requested by the planning director).



RELEVANT PROJECTS AND ACCOMPLISHMENTS FOR AND WITHIN THE VILLAGE

From April 2019 to the present, URBANA has engaged in a multitude of Planning and Zoning Review Services for the Village of Royal Palm Beach including but not limited to Development Application review, Building Permit Application review, Planning and Zoning meeting attendance, ProjectDox System onboarding, and site visits.

URBANA's review time for the Development Application review and Building Permit Application review is completed within the expected window time provided by the Planning and Zoning Director. In addition, URBANA's response time to any inquiries from either the Planning and Zoning Director, any Staff member, or residents has always been addressed promptly and within a 24-hour window.

Provided in the below outline are some of the consulting services URBANA has provided for the Planning and Zoning Department of the Village of Royal Palm Beach since 2019.

1. Development Review for the following Planning and Zoning Application
 - a. Comp Plan Amendment (Large)
 - b. Comp Plan Amendment (Small)
 - c. Zoning Text Amendment
 - d. Preliminary Plat
 - e. Final Plat
 - f. Rezoning
 - g. Special Exception
 - h. Site Plan Modification (Major)
 - i. Site Plan Modification (Minor)



- j. Site Plan Review
 - k. Architectural Review (AAR)
 - l. Modifications To Council Requirements
 - m. Landscape Waiver/Variation
 - n. Zoning Code Variance
 - o. Subdivision Variance
 - p. Sign Variance
2. Building Permit Review – Planning and Zoning Department Review
 3. Attend and Direct Technical Staff Review (TSR) Meetings on the second and fourth Thursday of each month.
 4. Assist the Planning and Zoning Director with Planning and Zoning Commission Meeting Staff Report preparations.
 5. Back-and-forth communications between the Planning and Zoning Director, Building Director, Engineering Director, and Legal Attorney regarding development and permit review applications.
 6. Research and prepare Zoning Confirmation Letters
 7. ProjectDox System onboarding
 8. Site visits for Landscape Reviews
 9. Site visits for Site Plan Reviews
 10. Site visits for Signage Reviews

In addition to providing Planning services to the Village of Royal Palm Beach, URBANA has served other local government entities such as Palm Beach County Property and Real Estate Management, Palm Beach County School District, Florida Atlantic University, and the City of Riviera Beach on



Research for services related to Code Amendments, Comprehensive Plan Amendments, Land Development Applications, and Permit Review Applications.

EXHIBIT H

REFERENCES OF SIMILAR WORK

1. Organization name and Address:
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd, Royal Palm Beach Fl, 33411
Beginning Date of Contract: 04/2019 Ending Date of Contract: 10/2023
Contact Person: Bradford O' Brian Phone No: 561 790 5131
Location of Property: 1050 Royal Palm Beach Blvd, Royal Palm Beach Fl, 33411
Dollar Amount of Contract / Sale Price: \$60,000
Scope of Work/Type of Services Performed Under Contract: General Planning and Development Review Services

Number of Staff Provided for Project (indicate full-time or part-time): 2 Part Time

2. Organization name and Address:
Palm Beach County Property and Real Estate Management
2633 Vista Parkway, West Palm Beach Florida, 33411
Beginning Date of Contract: 2015 Ending Date of Contract: 2018
Contact Person: Eric McClellan Phone No: 561 233 0253
Location of Property: 2633 Vista Parkway, West Palm Beach Florida, 33411
Dollar Amount of Contract / Sale Price: Continuing Annual Services
Scope of Work/Type of Services Performed Under Contract: Planning, Zoning, and Entitlement Services

Number of Staff Provided for Project (indicate full-time or part-time): 1 Part Time

3. Organization name and Address:
School District of Palm Beach County Planning and Real Estate Department
3340 Forest Hill Blvd #C-316, West Palm Beach Florida, 33406
Beginning Date of Contract: 2010 Ending Date of Contract: 2014
Contact Person: Angela Usher Phone No: 561 882 1938
Location of Property: 3340 Forest Hill Blvd #C-316, West Palm Beach Florida, 33406
Dollar Amount of Contract / Sale Price: Annual Services \$20,000
Scope of Work/Type of Services Performed Under Contract: Planning Consulting Services

Number of Staff Provided for Project (indicate full-time or part-time): 1 Part Time



3.5. Other Required Forms

3.5.1 Exhibit C | Sworn Statement

3.5.2 Exhibit D | Truth-In-Negotiation Certificate

3.5.3 Exhibit E | Drug-Free Workplace Certificate

3.5.4 Exhibit F | E-Verify Affidavit

3.5.5 Exhibit G | Certification Pursuant to Florida Statute § 215.4725

3.5.6 Exhibit I | Notice of Award

EXHIBIT C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal or Contract No. _____, to the Village of Royal Palm Beach.
2. This sworn statement is submitted by:
URBANA, LLC DBA URBANA

(Company Name)
whose business address is: 950 Peninsula Corporate Circle Suite 1017, Boca Raton Florida, 33487
and (if applicable) its Federal Employee Identification Number (FEIN)
is: 82-4280883
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is Yexsy Schomberg, Owner / Principal Planner and _____
(please print name of individual signing)
4. I understand that "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including but not limited to, any proposals or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
7. I understand that a "Person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal in contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

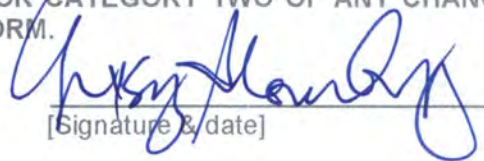
8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity were charged with and convicted of a public entity crime after July, 1989.

 The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with a and subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


[Signature & date]

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me by means of [] physical presence or [] online notarization this 1 day of NOVEMBER, 2023 by YESSY SCHONBERG who is personally known to me or who has produced a Florida driver's license as identification and who did/~~did not~~ take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)





NOTARY PUBLIC, State of Florida

EXHIBIT D

Truth – In – Negotiation Certificate

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By:  Title: Owner / Principal Planner Date: 10.31.2023
Yexsy Schomberg

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT E

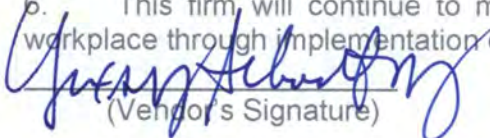
DRUG FREE WORKPLACE CERTIFICATION

If identical tie proposals exist, preference will be given to the vendors who submit a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE PROPOSALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.


(Vendor's Signature)

URBANA, LLC DBA URBANA

(Firm Name)

10 / 31 / 23 (Date)

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE
AND ACCEPTABLE.

EXHIBIT F
E-Verify Affidavit

Bid/Proposal Number: RFQ - 23

Project Description: General Planning and Development Review Services

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

URBANA, LLC DBA URBANA

Company name



Signature

82-4280883

Federal Employer Identification No.

11.01.23

Date

Yexsy Schomberg

Print Name

Owner / Principal Planner

Title

STATE OF FLORIDA
PALM BEACH COUNTY

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization on this 1 day of NOVEMBER, 2023, by YEXSY SCHOMBERG, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and who did/~~did not~~ take an oath, in the state and county first mentioned above.



Notary Public



My Commission Expires: _____

EXHIBIT G
CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 215.4725

I, Yexsy Schomberg, on behalf of URBANA, LLC DBA URBANA,
Print Name Company Name

certifies that URBANA, LLC DBA URBANA does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.


Signature

Owner / Principal Planner
Title

10.31.2023
Date

EXHIBIT I

NOTICE OF AWARD

TO: CONSULTANT

ATT: Yexsy Schomberg

PROJECT: RFQ – General Planning and Development Review Services

Dear Yexsy Schomberg;

Please be advised that the Village of Royal Palm Beach Council authorized the award of this Contract to your firm URBANA, LLC DBA URBANA at its _____, 2023 Council Meeting. This award is a result of your Proposal submitted to the Village of Royal Palm Beach, on _____, 2023.

Three (3) sets of documents are attached. Each set contains an unexecuted Agreement. Please execute all copies of the Agreement and return the documents to our office for final execution by the Village no later than _____, 2023.

Sincerely,

By:
Bradford O'Brien, Planning and Zoning Director

EXHIBIT B PROPOSAL COVER SHEET

General Planning and Development Review Services

TO: The Village of Royal Palm
Beach 1050 Royal Palm
Beach Boulevard Royal
Palm Beach, FL 33411

PROPOSAL of: URBANA, LLC DBA URBANA
(Company Name as It Is to Appear on Agreement)

Proposer is an individual, a partnership, a corporation, a limited liability company (please mark appropriate box), duly organized under the laws of the State of Florida.

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. 82-4280883 (Corporation or Partnership)

PRINCIPAL OFFICE ADDRESS OF PROPOSER:

Street Address 950 Peninsula Corporate Circle Suite 1017 Palm Beach County

City _____ County _____

State Florida Zip Code 33487

Telephone 561-602-1225 FAX N/A

The Proposer certifies the following by signing below:

1. The undersigned, having carefully read and considered the Request for Qualifications to provide General Planning and Development Review Services, does hereby offer to perform such services on behalf of the Village, in the manner described and subject to the terms and conditions set forth in the attached proposal.
2. This proposal is current, accurate, complete, and is presented to the Village of Royal Palm Beach for the performance of this agreement in accordance with all the requirements as stated in this Request for Qualifications.
3. The proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for

the same materials, services and supplies and is, in all respects, fair and without collusion or fraud.

- 4. The Proposer has the financial stability to fully perform the terms and conditions as specified herein. The Village reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the Village.

BY: *Yexsy Schomberg*
(Signature of Authorized Representative)

PRINT NAME: Yexsy Schomberg

TITLE: Owner / Principal Planner

Please affix corporate seal if available or have cover sheet notarized.

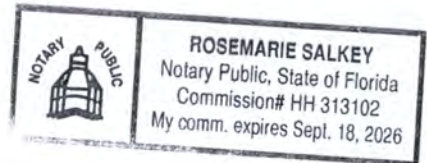
(Corporate Seal)

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me by means of [] physical presence or [] online notarization this 1 day of NOVEMBER 2023 by YEXSY SCHOMBERG who is personally known to me or who has produced a Florida driver's license as identification and who did/~~did not~~ take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)

Rosemarie Salkey
NOTARY PUBLIC, State of Florida



THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT C

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Proposal or Contract No. _____, to the Village of Royal Palm Beach.
2. This sworn statement is submitted by:
URBANA, LLC DBA URBANA

(Company Name)
whose business address is: 950 Peninsula Corporate Circle Suite 1017, Boca Raton Florida, 33487
and (if applicable) its Federal Employee Identification Number (FEIN) is: 82-4280883
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____-_____-_____.)
3. My name is Yexsy Schomberg, Owner / Principal Planner and
(please print name of individual signing)
4. I understand that "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including but not limited to, any proposals or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that the "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty six (36) months shall be considered an affiliate.
7. I understand that a "Person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal in contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors,

executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

 x Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity were charged with and convicted of a public entity crime after July, 1989.

 The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or any affiliate of the entity has been charged with a and subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Handwritten Signature]
[Signature & date]

THE STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing was acknowledged before me by means of physical presence or online notarization this 1 day of NOVEMBER, 2023 by YEASY SCHONBERG who is personally known to me or who has produced a Florida driver's license as identification and who ~~did not~~ take an oath, and who stated that he executed same on behalf of the above-named entity for the purposes therein expressed.

(Seal)



[Handwritten Signature]
NOTARY PUBLIC, State of Florida

EXHIBIT D

Truth – In – Negotiation Certificate

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

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By:  Title: Owner / Principal Planner Date: 10.31.2023
Yexsy Schomberg

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR THIS PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

EXHIBIT E

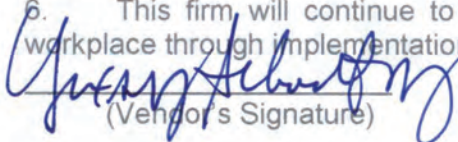
DRUG FREE WORKPLACE CERTIFICATION

If identical tie proposals exist, preference will be given to the vendors who submit a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE PROPOSALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

As the person authorized to sign this statement, I certify that this firm complies fully with the following requirements:

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea guilty or nolo contendere to, any violation of chapter 893 or any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.


(Vendor's Signature)

URBANA, LLC DBA URBANA

(Firm Name)

10 / 31 / 23 (Date)

THIS PAGE TO BE SUBMITTED ALONG WITH PROPOSAL FOR PACKAGE TO BE CONSIDERED COMPLETE
AND ACCEPTABLE.

EXHIBIT F
E-Verify Affidavit

Bid/Proposal Number: RFQ - 23

Project Description: General Planning and Development Review Services

In accordance with Section 448.095, F.S., Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

1. All persons employed by the Contractor to perform employment duties within Florida during the term of the contract; and
2. All persons (including SUBCONTRACTORS) assigned by the Contractor to perform work pursuant to the contract. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Royal Palm Beach.

Contractor further agrees to retain sufficient evidence of their enrollment in the E-Verify System and provide such evidence to the Village of Royal Palm Beach upon request. Sufficient evidence shall consist of a printed copy of the completed E-Verify Company Profile page, obtained from <https://www.e-verify.gov>.

Contractor also agrees to obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), F.S. Contractor further agrees to maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof.

By affixing your signature below, you hereby affirm that you will comply with all E-Verify requirements.

URBANA, LLC DBA URBANA
Company name


Signature

Yexsy Schomberg
Print Name

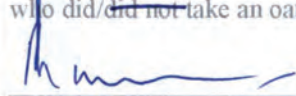
82-4280883
Federal Employer Identification No.

11.01.23
Date

Owner / Principal Planner
Title

STATE OF FLORIDA
PALM BEACH COUNTY

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization on this 1 day of NOVEMBER, 2023, by YEXSY SCHOMBERG, who is personally known to me or has produced FLORIDA DRIVER LICENSE as identification and who did/did not take an oath, in the state and county first mentioned above.


Notary Public



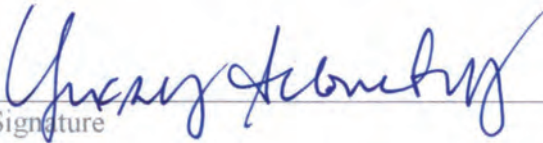
My Commission Expires: _____

EXHIBIT G
CERTIFICATION PURSUANT TO FLORIDA
STATUTE § 215.4725

I, Yexsy Schomberg, on behalf of URBANA, LLC DBA URBANA,
Print Name Company Name

certifies that URBANA, LLC DBA URBANA does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.


Signature

Owner / Principal Planner
Title

10.31.2023
Date

EXHIBIT H

REFERENCES OF SIMILAR WORK

1. Organization name and Address:
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd, Royal Palm Beach Fl, 33411
Beginning Date of Contract: 04/2019 Ending Date of Contract: 10/2023
Contact Person: Bradford O' Brian Phone No: 561 790 5131
Location of Property: 1050 Royal Palm Beach Blvd, Royal Palm Beach Fl, 33411
Dollar Amount of Contract / Sale Price: \$60,000
Scope of Work/Type of Services Performed Under Contract: General Planning and Development Review Services

Number of Staff Provided for Project (indicate full-time or part-time): 2 Part Time

2. Organization name and Address:
Palm Beach County Property and Real Estate Management
2633 Vista Parkway, West Palm Beach Florida, 33411
Beginning Date of Contract: 2015 Ending Date of Contract: 2018
Contact Person: Eric McClellan Phone No: 561 233 0253
Location of Property: 2633 Vista Parkway, West Palm Beach Florida, 33411
Dollar Amount of Contract / Sale Price: Continuing Annual Services
Scope of Work/Type of Services Performed Under Contract: Planning, Zoning, and Entitlement Services

Number of Staff Provided for Project (indicate full-time or part-time): 1 Part Time

3. Organization name and Address:
School District of Palm Beach County Planning and Real Estate Department
3340 Forest Hill Blvd #C-316, West Palm Beach Florida, 33406
Beginning Date of Contract: 2010 Ending Date of Contract: 2014
Contact Person: Angela Usher Phone No: 561 882 1938
Location of Property: 3340 Forest Hill Blvd #C-316, West Palm Beach Florida, 33406
Dollar Amount of Contract / Sale Price: Annual Services \$20,000
Scope of Work/Type of Services Performed Under Contract: Planning Consulting Services

Number of Staff Provided for Project (indicate full-time or part-time): 1 Part Time

EXHIBIT I

NOTICE OF AWARD

TO: CONSULTANT

ATT: Yexsy Schomberg

PROJECT: RFQ – General Planning and Development Review Services

Dear Yexsy Schomberg;

Please be advised that the Village of Royal Palm Beach Council authorized the award of this Contract to your firm URBANA, LLC DBA URBANA at its _____, 2023 Council Meeting. This award is a result of your Proposal submitted to the Village of Royal Palm Beach, on _____, 2023.

Three (3) sets of documents are attached. Each set contains an unexecuted Agreement. Please execute all copies of the Agreement and return the documents to our office for final execution by the Village no later than _____, 2023.

Sincerely,

By:
Bradford O'Brien, Planning and Zoning Director