

Agenda Item No. C - __8__

VILLAGE OF ROYAL PALM BEACH
Agenda Item Summary

AGENDA ITEM: Approval and authorization, in accordance with established policy, to make a budget amendment for Fund 001 in the fiscal year 2020/2021 Budget. Said amendment to transfer a total of \$110,000 from Undesignated Fund Balance (3990100) to other Contractual Services (1215-515-3490) in the Planning and Zoning Department

The purpose of the amendment is to pay for the State Road 7 Corridor Study to be performed by the Treasure Coast Regional Planning Council which includes an analysis of State Road 7 corridor commercial redevelopment strategies, development of potential updates to the Village's Comprehensive Plan and Land Development Regulations, and analysis of connectivity and mobility in conjunction with transit planning underway for the State Road 7 corridor.

RECOMMENDED ACTION: Requesting Village Council approval to make the budget amendment to the fiscal year 2020/2021 Budget in accordance with established policy.

Initiator	Village Manager Approval	Agenda Date	Village Council Action
Stanley G. Hochman Finance Director		5/20/21	

EXHIBIT "A"
BUDGET REVISION
GENERAL FUND - 001

DEPARTMENT	ACCOUNT DESCRIPTION	CIP PROJ NO.	BUDGET CODE NO.	AMOUNT
	SOURCE OF FUNDS			
NON DEPARTMENTAL	UNDESIGNATED FUND BALANCE		3990100	\$ 110,000
	TOTAL SOURCE OF FUNDS			<u>\$ 110,000</u>
	USE OF FUNDS			
PLANNING & ZONING	STATE ROAD 7 CORRIDOR STUDY		512-3490	\$ 110,000
	TOTAL USE OF FUNDS			<u>\$ 110,000</u>

**INTERLOCAL AGREEMENT
BETWEEN THE VILLAGE OF ROYAL PALM BEACH
AND THE TREASURE COAST REGIONAL PLANNING COUNCIL
FOR A STATE ROAD 7 CORRIDOR STUDY**

This Interlocal Agreement (herein referred to as “Agreement”) is entered into this ____ day of _____, 2021 by and between the Village of Royal Palm Beach (herein referred to as “the Village”) and the Treasure Coast Regional Planning Council (herein referred to as “Council”), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

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

WHEREAS, the Village Council of the Village of Royal Palm Beach, Florida, has determined that analysis of State Road 7 corridor commercial redevelopment strategies, development of potential updates to the Village’s Comprehensive Plan and Land Development

Regulations, and analysis of connectivity and mobility in conjunction with transit planning underway for the State Road 7 corridor to be in the best interests of the residents and businesses of Royal Palm Beach; and

WHEREAS, Royal Palm Beach and the Council desire to enter into this Agreement to facilitate planning activities related to the State Road 7 corridor.

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

SECTION 1. PURPOSE

- A. The purpose of this Agreement is to memorialize the terms under which the Council will assist the Village with an analysis of commercial redevelopment strategies along State Road 7 corridor, development of updates to the Village's Comprehensive Plan and Land Development Regulations, and analysis of connectivity and mobility coordinated with the Palm Beach Transportation Agency's transit study along the corridor as described herein.
- B. The Village and the Council agree to act in a spirit of mutual cooperation and good faith in the implementation of the Agreement and its purpose.

SECTION 2. EFFECTIVE DATE

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

SECTION 3. GENERAL TERMS AND CONDITIONS

- A. This Agreement shall begin upon execution by both parties and shall end when the deliverables are complete as identified in the schedule contained in Attachment "B" unless terminated earlier in accordance with Section 5.

- B. The Council shall fully perform the obligations identified in the Scope of Work contained in Attachment “A” of this Agreement to the satisfaction of the Village.
- C. The Village and the Council agree to be governed by applicable State and Federal laws, rules, and regulations.
- D. Modifications of this Agreement may be requested by either party. Changes must be mutually agreed upon and are only valid when reduced to writing, duly signed by each party, and attached to the original Agreement.
- E. The Village agrees to:
 - 1. Assist in the development of documents necessary to conduct the analysis.
 - 2. Provide all necessary public notice as required by Florida Statutes.
 - 3. Provide venues for all public workshops and meetings.
 - 4. Process all requests for reimbursement in a timely manner.

SECTION 4. RECORD KEEPING

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

SECTION 5. TERMINATION

This Agreement may be terminated for convenience by either party on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within five (5) days of written notice and diligently complete the correction thereafter. The Village shall be obligated to pay the Council for only its work completed up to the date of termination pursuant to this paragraph.

SECTION 6. REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by

statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 7. INDEMNIFICATION

Each party to this Agreement agrees, to the extent permitted by law, to save, defend, reimburse, indemnify, and hold harmless the other parties, and the other parties respective officers, employees, servants or agents from each party's own negligence or willful misconduct and from any and all claims, demands, damages, liabilities, causes of actions, legal or administrative proceeds, judgments, interest, attorney's fees, costs and expenses arising in any manner directly or indirectly in connection with or incidental to the performance of this Agreement. Nothing in this provision shall be construed as consent by the parties to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes, including limits on attorney's fees.

SECTION 8. SEVERABILITY

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

SECTION 9. ENTIRETY OF AGREEMENT

This Agreement represents the entire understanding between the Parties. This Agreement may be modified and amended only by written instrument executed by the parties hereto in accordance with Section 3.

SECTION 10. NOTICE AND CONTACT

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

For Royal Palm Beach:
Ray Liggins, Village Manager
Village of Royal Palm Beach

1050 Royal Palm Beach Boulevard
Royal Palm Beach, FL 33408

For the Council:

Thomas J. Lanahan, Executive Director
Treasure Coast Regional Planning Council
421 SW Camden Avenue
Stuart, FL 34994

SECTION 11. FUNDING/CONSIDERATION

- A. This is a fixed fee Agreement based on the scope of work as identified in Attachment “A”. As consideration for performance of work rendered under this Agreement, the Village agrees to pay the Council a fixed fee not to exceed the fee schedule and allowances provided for in Attachment “A”, including travel, attendance at all required public meetings and workshops, out-of-pocket expenses (printing and reproduction costs), mail, couriers, and other costs related to the services provided.
- B. The satisfactory completion of deliverables by the Council, in accordance with general industry standards and best practices and submission of an invoice to the Village, shall be considered the Council’s request for payment according to the schedule contained in Attachment “A”. The Village shall pay the Council within thirty (30) days of receipt of an invoice.

SECTION 12. CHOICE OF LAW; VENUE

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

SECTION 13. ATTORNEY’S FEES

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

SECTION 14. DELEGATION OF DUTY

Nothing contained herein shall deem to authorize the delegation of the constitutional or statutory duties of the officers of the Village or the Council.

SECTION 15. FILING

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

SECTION 16. EQUAL OPPORTUNITY PROVISION

The Village and the Council agree that no person shall, on the grounds of race, color, ancestry, creed, religion, sex, national origin, political affiliation, disability, age, marital status, family status, pregnancy, sexual orientation, or gender identity be excluded from the benefits of, or be subject to, any form of discrimination under any activity carried out in the performance of the Agreement.

SECTION 17. PUBLIC RECORDS

In performing services pursuant to this Agreement, the Council shall comply with all applicable provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, the Council shall:

- A. Keep and maintain public records required by the Village to perform this service.
- B. Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Council does not transfer the records to the Village.
- D. Upon completion of the Agreement, transfer, at no cost, to the Village all public records in possession of the Council or keep and maintain public records required by the Village to perform the services. If the Council transfers all public records to the Village upon completion of the Agreement, the Council shall destroy any duplicate public records that

are exempt or confidential and exempt from public records disclosure requirements. If the Council keeps and maintains public records upon completion of the Agreement, the Council shall meet all applicable requirements for retaining public records. All records 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 information technology systems of the Village.

IF THE COUNCIL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNCIL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT: (561) 790-5100; DDISANTO@ROYALPALMBEACH.COM; OR 1050 ROYAL PALM BEACH BOULEVARD, ROYAL PALM BEACH, FL 33411.

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

Village of Royal Palm Beach

ATTEST:

By: _____
Raymond C. Liggins
Village Manager

By: _____
Fred Pinto
Mayor of Royal Palm Beach

Approved as to form:

By: _____
Mitty Barnard
Village Attorney

Treasure Coast Regional Planning Council

ATTEST:

By: _____
Phyllis Castro
Accounting Manager

By: _____
Thomas J. Lanahan
Executive Director

Approved as to form:

By: _____
Keith W. Davis
General Counsel

ATTACHMENT A

SCOPE OF SERVICES

SR-7 COMMERCIAL REDEVELOPMENT ANALYSIS FOR THE VILLAGE OF ROYAL PALM BEACH

APRIL 15, 2021

PROJECT DESCRIPTION:

The Village of Royal Palm Beach (Village) seeks to engage the Treasure Coast Regional Planning Council (TCRPC) to solicit public input, analyze potential commercial redevelopment strategies, and provide recommendations for updating the Village's Comprehensive Plan and Land Development Regulations. The Scope of Services will include the following:

- Undertake due diligence research to assess land use, planning, and physical conditions in and around the SR-7 Corridor in the Village of Royal Palm Beach (approximately ½ mile north of Okeechobee Boulevard to ½ mile south of Southern Boulevard);
- Conduct a structured series of public input activities, including stakeholder interviews, meetings with property owners, public workshops, and presentations to the Village Council;
- Generate redevelopment design concepts for up-to three commercial centers on SR-7 to test appropriate densities and intensities and include renderings and data and analysis; and
- Develop an implementation approach, including recommendations for revising the Village's Comprehensive Plan and Land Development Regulations to incentivize and enable the redevelopment of commercial parcels along SR-7 in the Village.

SCOPE OF SERVICES:

Task 1: Staff Work Session #1 and Due Diligence Overview

Staff Work Session #1

TCRPC will facilitate all staff work sessions and project coordination meetings needed for the project, beginning with Staff Work Session #1, which is to clarify the project schedule and goals; gather background data; review general market, infrastructure and development activity; identify stakeholders for interviews; and refine the project schedule as needed. The Village will

provide all regulatory, project development history and activity, and other relevant data and GIS base map data as needed for the project. Additional staff work sessions will be scheduled throughout the course of the project to maintain clarity and consistency among all team members of the project mission and goals. Staff Work Session #1 will be scheduled with the Village staff in the first month of the project following execution of the interlocal agreement. TCRPC will be responsible for logistics, agendas, facilitation, and meeting notes for all staff work sessions.

Due Diligence Overview

Base Documentation

The TCRPC team will develop, with assistance from the Village, necessary base documentation for the project to include GIS databases, aerial photography, ownership maps, and other data as appropriate.

Site Reconnaissance

The TCRPC team will conduct field work and site reconnaissance to develop a photo database and review on-site conditions. During field visits, TCRPC team members may schedule to meet with Village staff, property owners, residents, and other representatives to tour specific areas to gain a greater understanding of relevant issues.

Coordination with the Palm Beach Transportation Planning Agency

The Palm Beach Transportation Planning Agency (TPA) is in the process of completing a Transit-Supportive Land Use Study for the SR-7 and Okeechobee Boulevard corridors. TCRPC will coordinate with TPA staff and incorporate the findings of their analysis as part of the development of draft regulations.

Task 1 Deliverables

Specific deliverables will include:

1. Facilitation of Staff Work Session #1 and Documentation (Agenda, Sign-in Sheet, and Meeting Notes)
2. Project Memorandum including:
 - a. Updated Project Schedule
 - b. Due Diligence Components
 - c. Summary of Site Reconnaissance
 - d. Summary of Land Development and Infrastructure Conditions
 - e. Information from TPA land use study

Task 2: Stakeholder Interviews

Stakeholder Interviews

To further inform the analysis, the TCRPC team will conduct up to thirty stakeholder interviews. The interviews will be conducted virtually and will be scheduled by TCRPC. The interviews will be designed to further inform the TCRPC team as to the opportunities and challenges related to redevelopment along the SR-7 corridor. Interviewees are anticipated to include members of the Village Council, Village staff, property owners, investors, and residents as well as representatives of other public agencies as appropriate (e.g., Florida Department of Transportation, Palm Beach County, Palm Beach Transportation Planning Agency). Village staff will identify recommended interviewees, and TCRPC will be responsible for scheduling the interviews.

Task 2 Deliverables

Specific deliverables will include:

1. Project Memorandum including:
 - a. Listing of Stakeholder Interviewees
 - b. General Summary of Interview Findings

Task 3: Public Workshop #1

Public Workshop #1

In order to gain public input and provide opportunity for public involvement and engagement, TCRPC will conduct a facilitated public workshop to help inform future redevelopment in the Village. The workshop will be open to all who are interested. The workshop will include an opening presentation summarizing the intent of the effort, identify potential redevelopment sites, and provide examples of how commercial redevelopment is occurring in other places. The Village will provide the workshop venue, public notice as required, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials. TCRPC will work with the Village to assess the appropriate degree of in-person involvement versus virtual attendance for the workshop.

Task 3 Deliverables

Specific deliverables will include:

1. Completion of Public Workshop #1
2. Project Memorandum including
 - a. Workshop 1 Presentation and Documentation
 - b. Summary of Public Input

Task 4: Develop Conceptual Redevelopment Scenarios and Draft Regulations

Redevelopment Scenarios

Working with Village staff and based on input derived through the Public Workshop, TCRPC will develop conceptual redevelopment scenarios for up-to three commercial centers along SR-7 within the Village of Royal Palm Beach. The scenarios will include potential development quantities, renderings and analysis as needed.

Draft Regulations

Based upon the different redevelopment scenarios described above, TCRPC will develop recommendations for revisions/updates to the Village Comprehensive Plan and Land Development Regulations. The recommendations will consider the preferred mechanism for updating the regulations (i.e. overlay zones, limited-duration incentives, Village initiated re-zoning, etc.).

Task 4 Deliverables

Specific deliverables will include:

1. Project Memorandum including:
 - a. Redevelopment Scenarios
 - b. Recommendations for revising regulations

Task 5: Connectivity and Mobility Analysis

Connectivity and Mobility Analysis

Working with Village and TPA staff, TCRPC will analyze potential interconnectivity and non-motorized mobility improvements within the Village. This effort will assess the potential “first mile – last mile” improvements that would support the TPA recommended transit stop locations along the corridor. In addition, TCRPC will review and recommend interconnectivity improvements within the proposed Village Royale masterplan. These will include street section recommendations as well as potential site plan modifications to improve the environment for cyclists and pedestrians.

Task 5 is intended to be funded through a separate Task Order agreement with the TPA at the request of the Village of Royal Palm Beach.

Task 5 Deliverables

Specific deliverables will include:

1. Project Memorandum including:
 - a. Overall Connectivity Improvements Map

- b. Specific connectivity and bicycle/pedestrian recommendations for Village Royale

Task 6: Public Workshop #2

Public Workshop #2

TCRPC will conduct a second Public Workshop to present a summary of the input received in Workshop #1 and the draft results and recommendations for Tasks 3-5 described above. The Village will provide the workshop venue, public notice as required, and refreshments. TCRPC will provide workshop facilitators, maps, presentations, and all other workshop materials. TCRPC will work with the Village to assess the appropriate degree of in-person involvement versus virtual attendance for the workshop.

Task 6 Deliverables

Specific deliverables will include:

1. Completion of Public Workshop #2
2. Project Memorandum including
 - a. Workshop #2 Presentation and Documentation
 - b. Summary of Public Input

Task 7: Project Report and Presentations to Village Council

Project Report

TCRPC will assemble all project data, findings, and recommendations into a draft Project Report that will include summaries of public input, all design concepts and renderings, and all work products developed in the tasks described above. The draft Project Report will be provided to staff for up-to two rounds of consolidated edits, which will be incorporated into a final Project Report.

Presentations to Village Council

After the submittal of the Final Report, TCRPC will be available for up-to four presentations to the Village Council. TCRPC will coordinate the scheduling and content of the presentations with Village staff.

Task 7 Deliverables

Specific deliverables will include:

1. Project Report (draft and final)
2. Village Council Presentations and Documentation

DELIVERABLES:

DELIVERABLE	FORMAT
Project Memoranda, Agendas, Sign-In Sheets and Meeting Notes from Staff Work Sessions	Electronic copies in MS Word & PDF formats
GIS Maps and Data Tables	Electronic copies in ArcGIS and PDF formats
Project and Workshop Presentations	Electronic copies in Power Point & PDF formats
Redevelopment Concepts and Interconnectivity Analyses	Electronic copy in PDF format
Project Report	Electronic copy in PDF format

FEES AND REIMBURSABLE EXPENSES:

Professional services described in this scope of services will be performed for a fixed fee of **\$110,000 (One Hundred Ten Thousand Dollars)**. The total fee includes travel, out of pocket expenses (printing and reproduction costs), mail, couriers, subconsultant costs, and other costs related to the professional services.

TCRPC will provide all work and products, outlined in the scope above, payable per the following schedule. It does not include advertisement costs for any public hearings/workshops, meeting venue costs, or meeting refreshments. Additional presentations, meetings, or work beyond what is stipulated in the Scope of Services section of this Agreement will be billed at a rate of \$200.00 per hour.

An Economic Market Study is not included in this scope of services.

Revisions to the Village’s Comprehensive Plan, Land Development Regulations, and the writing of ordinances or staff reports is not included in this scope of services.

Task 5: Connectivity and Mobility Analysis is not included in the fixed fee amount. Funding for Task 5 is intended to be formalized in a separate Work Order between TCRPC and the Palm Beach Transportation Planning Agency (TPA) at the request of the Village of Royal Palm Beach. In the event that funding is not secured through the TPA, Task 5 will either not be undertaken or this Scope will be amended to identify another funding source as mutually agreed upon between the Village and TCRPC.

PROJECT MILESTONE	%	PYMT AMT
Notice to Proceed	10%	\$11,000
Task 3 Project Memorandum (Public Workshop #1)	25%	\$27,500
Task 4 Project Memorandum (Draft Concept Plans and Recommended Regulation Revisions)	25%	\$27,500
Task 6 Project Memorandum (Public Workshop #2)	25%	\$27,500
Submittal of Final Report	15%	\$16,500
TOTAL	100%	\$110,000

ANTICIPATED SCHEDULE:

An anticipated project schedule, contingent upon execution of the Interlocal Agreement in June 2021, is included as Attachment B.

**ATTACHMENT B
ANTICIPATED SCHEDULE**

ROYAL PALM BEACH SR 7 COMMERCIAL REDEV'T ANALYSIS		2021										2022										
		A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
PROJECT SCHEDULE		2ND QTR			3RD QTR			4TH QTR			1ST QTR			2ND QTR			3RD QTR			4TH QTR		
Task 1	STAFF WORK SESSION #1 AND DUE DILIGENCE OVERVIEW			■	■																	
Task 2	STAKEHOLDER INTERVIEWS					■	■															
Task 3	PUBLIC WORKSHOP #1							■														
Task 4	CONCEPTUAL REDEVELOPMENT SCENARIOS AND DRAFT REGULATIONS								■	■	■											
Task 5	CONNECTIVITY AND MOBILITY ANALYSIS									■	■	■										
Task 6	PUBLIC WORKSHOP #2												■									
Task 7	PROJECT REPORT AND PRESENTATIONS TO VILLAGE COUNCIL													■	■							