



**REGULAR CITY COUNCIL MEETING
AGENDA
MARINA EVENT CENTER - 190 E 13TH STREET
RIVIERA BEACH, FL 33404
November 3, 2021
6:00 PM**

NOTICE

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THE PROCEEDINGS SHALL CONTACT THE OFFICE OF THE CITY MANAGER AT 561-812-6590 NO LATER THAN 96 HOURS PRIOR TO THE PROCEEDINGS; IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICES 1-800-955-8771 (TDD) OR 1-800-955-8770 (VOICE) FOR ASSISTANCE.

MAYOR

RONNIE L. FELDER

CHAIRPERSON

SHIRLEY D. LANIER - DISTRICT 3

CHAIR PRO-TEM

KASHAMBA MILLER-ANDERSON - DISTRICT 2

COUNCILPERSONS

TRADRICK MCCOY - DISTRICT 1

DOUGLAS A. LAWSON - DISTRICT 5

JULIA A. BOTEL - DISTRICT 4

ADMINISTRATION

CITY MANAGER, JONATHAN EVANS

CLAUDENE L. ANTHONY, CMC, CITY CLERK

DAWN S. WYNN, CITY ATTORNEY

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this meeting, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, pursuant to F.S. 286.0105.

BE FURTHER ADVISED, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

LOBBYING - ORDINANCE 4001 - ADOPTED SEPTEMBER 2011

Lobbyist registration and reporting forms are available for you online and in print. Forms can be obtained in the Office of the City Clerk and Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM PLEASE COMPLETE A PINK PUBLIC COMMENT CARD LOCATED AT THE FRONT DESK AND GIVE IT TO THE STAFF PRIOR TO THE ITEM BEING TAKEN UP BY CITY COUNCIL FOR DISCUSSION. MEMBERS OF THE PUBLIC WILL BE GIVEN A TOTAL OF THREE (3) MINUTES TO SPEAK ON ALL ITEMS LISTED ON THE CONSENT AGENDA AND THREE (3) MINUTES TO SPEAK ON EACH REGULAR AGENDA ITEM. THE TIME LIMIT FOR PUBLIC COMMENT MAY BE REDUCED BY A VOTE OF THE CITY COUNCIL BASED ON THE VOLUMINOUS NATURE OF PUBLIC COMMENT CARDS. IN NO EVENT WILL ANYONE BE ALLOWED TO SUBMIT A COMMENT CARD TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA Approval

Additions, Deletions, Substitutions

Disclosures

Adoption of Agenda

Comments From the Public on Consent Agenda (Three Minutes Limitation)

CONSENT AGENDA

ALL MATTERS LISTED UNDER THIS ITEM ARE CONSIDERED TO BE ROUTINE AND ACTION WILL BE TAKEN BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS A COUNCILPERSON

SO REQUESTS, IN WHICH EVENT, THE ITEM WILL BE REMOVED FROM THE GENERAL ORDER OF BUSINESS AND CONSIDERED IN ITS NORMAL SEQUENCE ON THE AGENDA.

MINUTES

RESOLUTIONS

END OF CONSENT AGENDA

UNFINISHED BUSINESS

PETITIONS AND COMMUNICATIONS FOR FILING

AWARDS AND PRESENTATIONS

1. MOORING FIELD PRESENTATION

**RANDY SHERMAN, DIRECTOR OF FINANCE AND
ADMINISTRATIVE SERVICES, 561-845-4040**

2. PRESENTATION ON INTERIM BUDGET REPORTS

**RANDY SHERMAN, DIRECTOR OF FINANCE AND
ADMINISTRATIVE SERVICES, 561-845-4040**

**3. BRIGHTLINE - ALL ABOARD FLORIDA QUIET ZONE
UPDATE**

TERRENCE BAILEY, CITY ENGINEER, 561-845-4080

**4. FIRE RESCUE DEMOGRAPHICS AND DIVERSITY IN
HIRING PRESENTATION**

JOHN CURD, FIRE CHIEF, 561-845-4104

PUBLIC HEARINGS

ORDINANCES ON SECOND AND FINAL READING

**5. ORDINANCE 4179 AN ORDINANCE OF THE CITY
COUNCIL OF THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA, REPEALING AND
REPLACING SECTION 29-66, "RELOCATION AND USE
OF PUBLIC RIGHTS-OF-WAY" OF CHAPTER 29,
"STREETS AND SIDEWALKS", ARTICLE II, DIVISION 2,**

OF THE CITY'S CODE OF ORDINANCES IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERTING PURPOSE, INTENT AND DEFINITIONS; PROVIDING FOR A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHTS-OF-WAYS; CLARIFYING CRITERIA FOR RELOCATION OF RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY, PRESERVATION, CONFLICTS, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

**CLARENCE SIRMONS, AICP, DIRECTOR OF
DEVELOPMENT SERVICES, 561-845-4060**

COMMENTS FROM THE PUBLIC - 7:30 PM Non-Agenda Item Speakers (Three Minute Limitation)

Please be reminded the City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings" which has been posted at the front desk. In an effort to preserve order, if any of the rules are not adhered to, the Council Chair may have any disruptive speaker or attendee removed from the podium, from the meeting and/or the building, if necessary. Please govern yourselves accordingly.

Public Comments shall begin at 7:30 PM unless there is no further business of the City Council, which in that event, it shall begin sooner. In addition, if an item is being considered at 7:30 PM, then comments from the public shall begin immediately after the item has been concluded.

Any person who would like to speak, during public comments, please fill out a public comment card located at the front desk and give it to the staff before the public comments section is announced.

ITEMS TABLED

REGULAR

- 6. RESOLUTION NUMBER 127-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE CITY OF RIVIERA BEACH ART IN PUBLIC PLACES PROGRAM (AIPP PROGRAM), AND PROVIDING FOR THE DEVELOPMENT OF AN ART IN PUBLIC PLACES MASTER PLAN TO GUIDE THE IMPLEMENTATION OF THE AIPP PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.**

**CLARENCE SIRMONS, AICP, DIRECTOR OF
DEVELOPMENT SERVICES, 561-845-4062**

7. **RESOLUTION NUMBER 103-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDDING A CONTRACT TO DESMAN, INC. TO PROVIDE PARKING CONSULTANT SERVICES FOR THE CITY OF RIVIERA BEACH MARINA DISTRICT AND THE OCEAN MALL, PROJECT NUMBER 18064 IN AN AMOUNT NOT TO EXCEED \$200,000 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.**

RANDY SHERMAN, DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES, 561-845-4040

8. **RESOLUTION NUMBER 130-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDDING BID NO. 1052-21-4 TO ALMAZAN CONSTRUCTION OF WEST PALM BEACH, FLORIDA TO CONSTRUCT THE 13TH STREET TRAFFIC CIRCLE IN THE AMOUNT OF \$214,047 AND PURCHASE TEN (10) TRAFFIC CALMING SPEEDING SIGNS IN THE AMOUNT OF \$49,230; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); APPROPRIATING \$250,000 FROM FUND 301-GAS TAX TO PROJECT 22009-TRAFFIC CALMING; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET FOR SAME; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM PROJECT 22009; AND PROVIDING AN EFFECTIVE DATE.**

LOUIS A. JOHNSON, PUBLIC WORKS DIRECTOR, 561-845-4080

TERRENCE BAILEY, CITY ENGINEER, 561-845-4066

9. **RESOLUTION NUMBER 131-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DESIGNATING BROADWAY AS THE LOCATION FOR THE NEW CITY HALL/MUNICIPAL COMPLEX TO BE DEVELOPED AND CONSTRUCTED ON SUCH CITY OWNED PROPERTY(IES), AND/OR OTHER SUCH PROPERTY(IES) AS APPROVED BY THE CITY COUNCIL; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

ELIZABETH MCBRIDE, DEPUTY CITY MANAGER, 561-612-6595

DISCUSSION AND DELIBERATION

10. CITY MANAGER EVALUATION

**DR. BARBARA ORISIO, HUMAN RESOURCES
DIRECTOR, 561-840-4880**

DISCUSSION BY CITY MANAGER

DISCUSSION BY CITY ATTORNEY

CITY COUNCIL COMMITTEE REPORTS

STATEMENTS BY THE MAYOR AND CITY COUNCIL

ADJOURNMENT

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: PRESENTATIONS

Subject: CITY OF RIVIERA BEACH MARINA MOORING FIELD PRESENTATION BY JOHN SPRAGUE

Recommendation/Motion: Receive a presentation from Mr, Sprague on Phase 1 results of the Managed Mooring Field project. After hearing the presentation, the City Council will be requested to provide further direction on the project.

Originating Dept	FINANCE	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

A mooring field is a legally defined area within a body of water. Customers of the mooring field are assigned a mooring, and can then secure their boat to the mooring buoy which is attached to permanent anchors. Mooring buoys provide an organized and secure way to protect both boats and the environment. The use of mooring buoys helps to protect sea grass and the sea floor from anchor dragging. Derelict boats can be identified and removed. To safety: moorings offer much greater holding strength than anchors and allow for fewer break-away vessels. Boats are kept out of illegal or inconvenient places in the waterway.

In 2018, the City began to investigate the possibility of installing a mooring field. On December 18, 2018, the City's Marina Consultant, John Sprague, presented the concept to the City Council. Further, on April 17, 2019, the City Council approved, through Resolution 29-19, a \$75,000 matching FIND grant for Phase 1 of the Managed Mooring Field project.

Phase 1 of the Managed Mooring Field project was to obtain all the necessary information required to permit moorings in the waters surrounding the City of Riviera Beach. This project included determining the best locations, the number of moorings, the size of each vessel to be on what location, engineered for hurricane survival and all studies required for permitting such as sea-grass, water depths, layouts, navigational issues, sewerage and trash collection, management, estimated costs, mooring fees, needed MOU's.

Mr. Sprague is to the point of Phase 1 to bring forth his findings to the City Council for further discussion.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_re_Mooring_Fields.docx	Memo to Council - Mooring Fields	10/26/2021	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Finance	sherman, randy	Approved	8/25/2021 - 9:29 AM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 10:25 AM

Finance	sherman, randy	Approved	8/25/2021 - 11:03 AM
Attorney	Wynn, Dawn	Approved	8/31/2021 - 4:54 PM
City Clerk	Robinson, Claudene	Approved	9/1/2021 - 11:19 AM
City Manager	Monroe, Luecinda	Approved	9/10/2021 - 5:34 PM



"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

SUBJECT: MANAGED MOORING FIELD PRESENTATION

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

A mooring field is a legally defined area within a body of water. Customers of the mooring field are assigned a mooring, and can then secure their boat to the mooring buoy which is attached to permanent anchors. Mooring buoys provide an organized and secure way to protect both boats and the environment. The use of mooring buoys helps to protect sea grass and the sea floor from anchor dragging. Derelict boats can be identified and removed. To safety: moorings offer much greater holding strength than anchors and allow for fewer break-away vessels. Boats are kept out of illegal or inconvenient places in the waterway.

In 2018, the City began to investigate the possibility of installing a mooring field. On December 18, 2018, the City's Marina Consultant, John Sprague, presented the concept to the City Council. Further, on April 17, 2019, the City Council approved, through Resolution 29-19, a \$75,000 matching FIND grant for Phase 1 of the Managed Mooring Field project.

Phase 1 of the Managed Mooring Field project was to obtain all the necessary information required to permit moorings in the waters surrounding the City of Riviera Beach. This project included determining the best locations, the number of moorings, the size of each vessel to be on what location, engineered for hurricane survival and all studies required for permitting such as sea-grass, water depths, layouts, navigational issues, sewerage and trash collection, management, estimated costs, mooring fees, needed MOU's.

Mr. Sprague is to the point of Phase 1 to bring forth his findings to the City Council for further discussion.

City Goals:

The City wide goal is to Achieve a Sustainable Economy

Fiscal/Budget Impact:

To fiscal impact has yet to be determined. The impact will be dependent on the number and location of mooring approved.

Recommendation:

Receive a presentation from Mr, Sprague on Phase 1 results of the Managed Mooring Field project. After hearing the presentation, the City Council will be requested to provide authorization to move forward with the mooring field project at the locations as designated and agreed upon by the City Council.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: PRESENTATIONS

Subject: PRESENTATION ON INTERIM BUDGET REPORTS AND IMPLEMENTED BUDGETARY SAVINGS

Recommendation/Motion: City staff shall be making a presentation on Interim Budget Statements as of September 2021 and implemented changes for budgetary savings.

Originating Dept	FINANCE	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

Under Florida Statutes Chapter 218.39, the City is required to undertake an audit of its accounts and records at the end of each fiscal year by an independent certified public accountant (Auditor). During the course of the Fiscal Year 2019 financial statement audit the Auditor made note of internal control weaknesses and make suggestions for improvements. These are referred to as Management Letter Comments (MLC) and/or Recommendations. This item addresses 19-MLC-13.

CONDITION:

HCT staff noted that management does not provide City Council with adequate financial information and/or does not do it timely.

CITY RESPONSE:

The Finance Department does not concur with this finding. City Council has been provided real-time access to all financial information in Tyler. Furthermore, Finance, in coordination with the City Manager's Office, is implementing an online open government portal, which will allow any interested party real-time access to the City's financial information. Finally, please note that Finance does submit quarterly Treasurer's reports and an annual Debt Service report to the City Manager's Office.

Staff will be presenting September 30, 2021 Interim Budget reports and providing a summary of implemented budgetary savings.

Fiscal Years

Capital Expenditures

Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
MEMO_FINANCE_INTERIM_BUDGET_10.20.2021.docx	Memo to Council - Interim Budget Status	10/26/2021	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Monroe, Luecinda	Approved	10/25/2021 - 3:56 PM



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CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

SUBJECT: OPEN FINANCE

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

Under Florida Statutes Chapter 218.39, the City is required to undertake an audit of its accounts and records at the end of each fiscal year by an independent certified public accountant (Auditor). During the course of the Fiscal Year 2019 financial statement audit the Auditor made note of internal control weaknesses and make suggestions for improvements. These are referred to as Management Letter Comments (MLC) and/or Recommendations. This item addresses 19-MLC-13.

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CITY RESPONSE:

The Finance Department does not concur with this finding. City Council has been provided real-time access to all financial information in Tyler. Furthermore, Finance, in coordination with the City Manager's Office, is implementing an online open government portal, which will allow any interested party real-time access to the City's financial information. Finally, please note that Finance does submit quarterly Treasurer's reports and an annual Debt Service report to the City Manager's Office.

City Goals:

The City wide goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:

There is no fiscal impact.

Recommendation:

City staff shall be making a presentation on Interim Budget Statements as of September 2021 and providing a summary of implemented budgetary savings.

Attachments:

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: PRESENTATIONS

Subject: At the request of the City Council, Kim Delaney from the Treasure Coast Regional Planning will provide background and information on quiet zones.

Recommendation/Motion:

Originating Dept	Executive Office	Costs
User Dept.	Citywide	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

Hon. Mayor, Chairperson, and City Councilmembers:

In March 2012, Florida East Coast Industries (FECI), a private company, introduced a proposal for a high-speed passenger rail service initially known as “All Aboard Florida” (AAF) and later renamed “Brightline.” The project proposed a first phase of “express” rail service between Miami and Orlando, on the Florida East Coast (FEC) rail corridor from Miami to Cocoa, which is approximately 195 miles, and along SR 528 from Cocoa to Orlando International Airport, which is approximately 40 miles. The first segment of this service became operational in 2018 between Miami and West Palm Beach, with construction underway to extend the service to its second segment from West Palm Beach to Orlando. Until the COVID pandemic, the company was operating hourly service from 6 AM until 9 PM, with 16 daily trains in each direction, totaling 32 trains per day. As a higher-speed “express” service, Brightline trains operate at speeds up to 79 MPH from Miami to West Palm Beach. From West Palm Beach to Cocoa, trains are anticipated to operate at speeds up to 110 MPH and up to 125 MPH from Cocoa to Orlando. The Federal Railroad Administration (FRA) is the lead federal agency responsible for the project, and in conjunction with the Florida Department of Transportation and Palm Beach Transportation Planning Agency (TPA), the Treasure Coast Regional Planning Council (TCRPC) has been the local coordinating agency for local governments seeking to install quiet zones.

In February of 2020, Councilwoman Miller-Anderson raised the issue of the train speeds and the desire to investigate quiet zones for the City. At that time, staff reached out to Palm Beach Transportation Planning Agency (TPA) for assistance as the TPA has taken the lead on funding quiet zones for municipalities throughout Palm Beach County. TCRPC has been identified as the local coordinating

agency by the TPA, and staff initially scheduled a presentation with TCRPC staff (Dr. Kim DeLaney) in March; however, delays due to the COVID pandemic required the presentation to be rescheduled. In September 2020, Dr. DeLaney provided the requested status of quiet zones throughout Palm Beach County.

Over the summer of 2021, the issue of quiet zones became an issue as well as sealing the corridor to protect residents and eliminate trespassing in the right of way. Dr. DeLaney has been scheduled to provide an overview of quiet zones and closed corridors for Council. It should be noted TCRPC is available, through funding from the TPA, to provide assistance to the City for quiet zones if desired.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo-Brightline.pdf	Memo to Council - Brightline	10/27/2021	Cover Memo
FRA_Train_Horn_and_Quiet_Zone_Fact_Sheet.pdf	Backup	9/2/2020	Backup Material
QuietZoneBrochure.pdf	Quiet Zone Brochure	9/2/2020	Backup Material
Guidance_on_the_Quiet_Zone_Creation_Process.pdf	Quiet Zone Guidance	9/2/2020	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bailey, Terrance	Approved	10/11/2021 - 9:36 PM
Purchasing	Williams, Glendora	Approved	10/12/2021 - 9:00 AM
Finance	sherman, randy	Approved	10/12/2021 - 9:27 AM
Attorney	Wynn, Dawn	Approved	10/12/2021 - 1:47 PM
City Clerk	Smith, Tawanna	Approved	10/12/2021 - 1:58 PM
City Manager	Jacobs, Deirdre	Approved	10/27/2021 - 5:30 PM



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CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND BOARD

FROM: TERRENCE BAILEY, CITY ENGINEER

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

SUBJECT: **DISCUSSION AND DELIBERATION ON “REIMAGINE RIVIERA BEACH – 2030” -- DESIGNATION OF SITE FOR CITY HALL**

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

The purpose of this item is to provide an update regarding the Brightline passenger rail service, establishment of quiet zones on the FEC rail corridor, and opportunities for Federal grant funding for trespass prevention measures.

Initiated in 2018, the Brightline rail system provides higher-speed, intercity passenger service from West Palm Beach to downtown Miami (referred to as the Brightline Phase 1 segment). The service was suspended in April 2020 due to impacts from COVID-19, but service will resume operations in November 2021. Brightline provides hourly service totaling 32 daily trains, with trains traveling up to 79 MPH. In addition to an existing station in Fort Lauderdale, Brightline is adding new stations in Boca Raton, Aventura, and Port Miami in the Phase 1 segment.

Brightline’s Phase 2 segment will extend service from West Palm Beach to Orlando International Airport, with completion anticipated in late 2022. Phase 2 construction has been underway since 2020 and includes the installation of a second railroad track as well as bridge and grade crossing improvements. Long-term, the company has indicated it plans to extend the service to Tampa in 2028, with additional stations anticipated in Martin/St. Lucie County, Brevard County, and Disney Springs.



QUIET ZONES: Under the Federal Train Horn Rule, all locomotives are required to sound horns when approaching roadway grade crossings. However, if grade crossing infrastructure is sufficient, Federal statutes allow local governments to establish quiet zones such that all locomotives (both passenger and freight) only are required to sound horns in the event of an emergency. At the request of local governments along the Brightline Phase 1 segment, quiet zones have been established from West Palm Beach to Miami.

In Palm Beach County, for the Brightline Phase 2 segment (West Palm Beach to Tequesta), funding has been made available through the Palm Beach Transportation Planning Agency (TPA) for quiet zone establishment if desired. The TPA's funding provides both technical assistance provided by the Treasure Coast Regional Planning Council (TCRPC) as well as supplemental grade crossing infrastructure if required. A quiet zone workshop with FRA representatives is scheduled in January 2022 along with diagnostic field reviews to evaluate grade crossing conditions. Subsequently, TCRPC can assist the City with quiet zone documentation for the City to establish a quiet zone following the completion of Brightline's Phase 2 construction (anticipated December 2022).

TRESPASS PREVENTION: Because trespassing on railroad property is the leading cause of all rail-related deaths in the United States, the Federal Railroad Administration (FRA) has developed a national strategy to prevent trespasser incidents that includes research, education, and funding. FRA conducted a trespass prevention summit in September 2021 to provide trespassing data, prevention strategies, and an overview of federal grant funding programs available to local governments to address trespassing in their communities. Up to 100% grant funding is available to fund capital improvements for trespass prevention (e.g., fencing, landscaping, barriers), trespassing enforcement (for law enforcement officials), and suicide prevention. If desired by the City Council, TCRPC is available to assist the City for public outreach, identification of appropriate trespass prevention measures, and developing a grant application for funding in 2022.

City Goals:

The Citywide goal is to achieve a sustainable economy.

Fiscal/Budget Impact:

Not applicable

Recommendation:

Council direction regarding (1) the establishment of quiet zones, and (2) developing an Interlocal Agreement (ILA) with TCRPC regarding trespass prevention measures.





Federal Railroad Administration Locomotive Horn Sounding and Quiet Zone Establishment Fact Sheet

Why Do Locomotives Need to Sound Their Horns?

Since their inception, railroads have sounded locomotive horns or whistles in advance of grade crossings and under other circumstances as a universal safety precaution. During the 20th century, nearly every state in the nation enacted laws requiring railroads to do so. Some states allowed local communities to create “whistle bans” where the train horn was not routinely sounded.

In accordance with a statutory mandate, FRA issued regulations which took effect in 2005 that require locomotive horns be sounded in advance of all public highway-rail crossings, and provide local communities the option of silencing them by establishing quiet zones. Under the Federal regulation, locomotive engineers must sound train horns for a minimum of 15 seconds, and a maximum of 20 seconds, in advance of all public grade crossings, except:

- If a train is traveling faster than 45mph, engineers do not have to sound the horn until it is within $\frac{1}{4}$ mile of the crossing, even if the advance warning is less than 15 seconds.
- If a train stops in close proximity to a crossing, the horn does not have to be sounded when the train begins to move again.
- A “good faith” exception at locations where engineers can’t precisely estimate their arrival at a crossing.

Wherever feasible, train horns must be sounded in a standardized pattern of 2 long, 1 short and 1 long and the horn must continue to sound until the lead locomotive or train car occupies the grade crossing. The minimum volume level for locomotive horns is 96 decibels and the maximum volume level is 110 decibels.

Establishing a Quiet Zone

Only local governments or public agencies may establish a quiet zone, which must be at least $\frac{1}{2}$ mile in length, and have at least one public highway-rail grade crossing. Every public grade crossing in a quiet zone must be equipped at minimum with the standard or conventional automatic warning devices (i.e. flashing lights and gates). Communities have the option to establish partial quiet zones restricting locomotive horn sounding during overnight hours between 10:00 P.M. to 7:00 A.M.

Local governments must work in cooperation with the railroad that owns the track, and the appropriate state transportation authority to convene a diagnostic team to assess the risk of collision at each grade crossing where they wish to silence the horn. An objective determination is made about where and what type of additional safety engineering improvements are necessary to effectively reduce the risk associated with silencing the horns based on localized conditions such as highway traffic volumes, train traffic volumes, the accident history and physical characteristics of the crossing, including existing safety measures.

Examples of additional safety engineering improvements that may be necessary to reduce the risk of collisions include: medians on one or both sides of the tracks to prevent a motorist from driving around a lowered gate; a four-quadrant gate system to block all lanes of highway traffic; converting a two-way street into a one-way street; permanent closure of the crossing to highway traffic; or approved variations of these treatments.

As an alternative to quiet zones, communities may also choose to silence locomotive horns through the installation of wayside horns at each crossing (train-activated stationary acoustical devices directed at highway traffic), as a one for one substitute for train horns.

Once all necessary safety engineering improvements are made, the local community must certify to FRA that the required level of risk reduction has been achieved. A quiet zone may only take effect after all necessary safety measures are installed and operational.

Notably, in a quiet zone engineers have no legal duty to sound the horn, but may exercise discretion during emergency situations (i.e. the presence of a vehicle or a person on the track). Under federal regulations, engineers must sound the horn to warn railroad maintenance employees or contractors working on the tracks. If a railroad or individual engineer fails to sound the locomotive horn as required or is unnecessarily sounding the horn in an established quiet zone, they are subject to enforcement action by FRA.

Pre-Rule Quiet Zones In some locations, communities had legacy “whistle bans,” which were established by local ordinance or through agreements with railroads in accordance with state laws, or through informal agreements honored or abided by a railroad. Whistle ban communities were required by law and FRA’s regulations to affirmatively state their intention to preserve them by submitting specific paperwork converting the ban to a “pre-rule quiet zone.” Those that failed to do so lost their special status and railroads resumed routine sounding of horns. Pre-rule quiet zone communities that completed the required paperwork were granted an extended grace period (from 5 to 8 years) to achieve compliance with certain rule requirements.

Additional information can be found at: <http://www.fra.dot.gov/Page/P0104>

FRA Office of Public Affairs
(202) 493-6024
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GUIDE TO THE QUIET ZONE ESTABLISHMENT PROCESS

AN INFORMATION GUIDE

Federal Railroad Administration

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Washington, DC 20590

Telephone: 202-493-6299

www.fra.dot.gov

Federal Railroad Administration

Highway-Rail Crossing and Trespasser Programs Division

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Purpose of the Guide

This brochure was developed to serve as a guide for local decision makers seeking a greater understanding of train horn sounding requirements and how to establish quiet zones. Its purpose is to provide a general overview and thus does not contain every detail about the quiet zone establishment process. For more detailed and authoritative information, the reader is encouraged to review the official regulations governing the use of locomotive horns at public highway-rail grade crossings and the establishment of quiet zones that are contained in 49 CFR Part 222. A copy of the rule can be downloaded or printed at <http://www.fra.dot.gov/eLib/Details/L02809>.

About Quiet Zones



FRA is committed to reducing the number of collisions at highway-rail grade crossings, while establishing a consistent standard for communities who opt to preserve or enhance quality of life for their residents by establishing quiet zones within which routine use of train horns at crossings is prohibited.

Federal regulation requires that locomotive horns begin sounding 15–20 seconds before entering public highway-rail grade crossings, no more than one-quarter mile in advance. Only a public authority, the governmental entity responsible for traffic control or law enforcement at the crossings, is permitted to create quiet zones.

A quiet zone is a section of a rail line at least one-half mile in length that contains one or more consecutive public highway-rail grade crossings at which locomotive horns are not routinely sounded when trains are approaching the crossings. The prohibited use of train horns at quiet zones only applies to trains when approaching and entering crossings and does not include train horn use within passenger stations or rail yards. Train horns may be sounded in emergency situations or to comply with other railroad or FRA rules even within a quiet zone. Quiet zone regulations also do not eliminate the use of locomotive bells at crossings. Therefore, a more appropriate description of a designated quiet zone would be a “reduced train horn area.”

Communities wishing to establish quiet zones must work through the appropriate public authority that is responsible for traffic control or law enforcement at the crossings.

Historical Context

Historically, railroads have sounded locomotive horns or whistles in advance of grade crossings and under other circumstances as a universal safety precaution. Some States allowed local communities to create whistle bans where the train horn was not routinely sounded. In other States, communities created whistle bans through informal agreements with railroads.

In the late 1980's, FRA observed a significant increase in nighttime train-vehicle collisions at certain gated highway-rail grade crossings on the Florida East Coast Railway (FEC) at which nighttime whistle bans had been established in accordance with State statute. In 1991, FRA issued Emergency Order #15 requiring trains on the FEC to sound their horns again. The number and rate of collisions at affected crossings returned to pre-whistle ban levels.



In 1994, Congress enacted a law that required FRA to issue a Federal regulation requiring the sounding of locomotive horns at public highway-rail grade crossings. It also gave FRA the ability to provide for exceptions to that requirement by allowing communities under some circumstances to establish "quiet zones."

The Train Horn Rule became effective on June 24, 2005. The rule set nationwide standards for the sounding of train horns at public highway-rail grade crossings. This rule changed the criteria for sounding the horn from distance-based to time-based. It also set limits on the volume of a train horn. The rule also established a process for communities to obtain relief from the routine sounding of train horns by providing criteria for the establishment of quiet zones. Locomotive horns may still be used in the case of an emergency and to comply with Federal regulations or certain railroad rules.

Because the absence of routine horn sounding increases the risk of a crossing collision, a public authority that desires to establish a quiet zone usually will be required to mitigate this additional risk. At a minimum, each public highway–rail crossing within a quiet zone must be equipped with active warning devices: flashing lights, gates, constant warning time devices (except in rare circumstances) and power out indicators.

In order to create a quiet zone, one of the following conditions must be met

1. ***The Quiet Zone Risk Index (QZRI) is less than or equal to the Nationwide Significant Risk Threshold (NSRT)*** with or without additional safety measures such as Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs) described below. The QZRI is the average risk for all public highway-rail crossings in the quiet zone, including the additional risk for absence of train horns and any reduction in risk due to the risk mitigation measures. The NSRT is the level of risk calculated annually by averaging the risk at all of the Nation's public highway-rail grade crossings equipped with flashing lights and gates where train horns are routinely sounded.
2. ***The Quiet Zone Risk Index (QZRI) is less than or equal to the Risk Index With Horns (RIWH)*** with additional safety measures such as SSMs or ASMs. The RIWH is the average risk for all public highway-rail crossings in the proposed quiet zone when locomotive horns are routinely sounded.
3. ***Install SSMs at every public highway-rail crossing.*** This is the best method to reduce to reduce risks in a proposed quiet zone and to enhance safety.

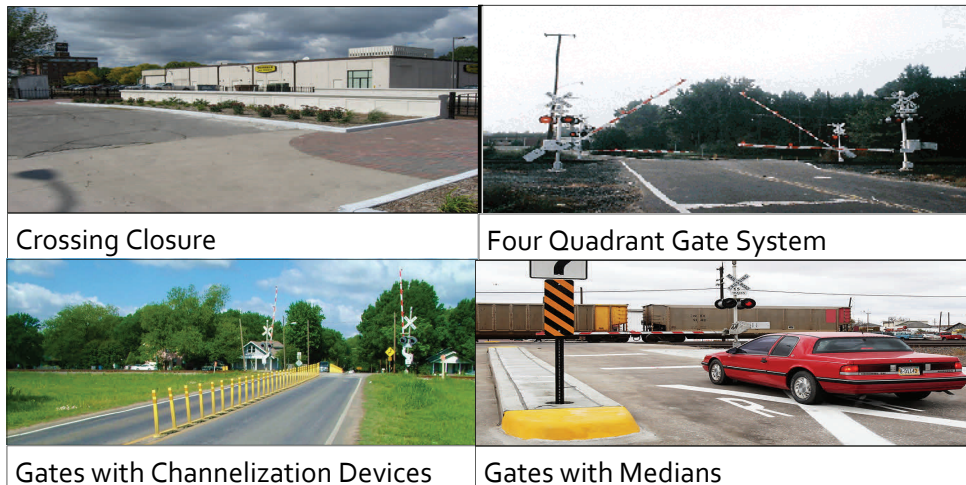
SSMs are pre-approved risk reduction engineering treatments installed at certain public highway-rail crossings within the quiet zone and can help maximize safety benefits and minimize risk. SSMs include: medians or channelization devices, one-way streets with gates, four quadrant gate systems, and temporary or permanent crossing closures. Examples of SSMs are shown on the next page.

ASMs are safety systems, other than SSMs, that are used to reduce risk in a quiet zone. ASMs typically are improvements that do not fully meet the requirements to be SSMs and their risk reduction effectiveness must be submitted in writing and approved by FRA.

FRA strongly recommends that all crossings in the quiet zone be reviewed by a diagnostic team. A diagnostic team typically consists of representatives from the public authority, railroad, and State agency responsible for crossing safety and FRA grade crossing managers.

Public Safety Considerations continued

Examples of SSMs



Wayside Horns The train horn rule also provides another method for reducing the impact of routine locomotive horn sounding when trains approach public highway-rail grade crossings. A wayside horn may be installed at highway-rail grade crossings that have flashing lights, gates, constant warning time devices (except in rare circumstances), and power out indicators. The wayside horn is positioned at the crossing and will sound when the warning devices are activated. The sound is directed down the roadway, which greatly reduces the noise footprint of the audible warning. Use of wayside horns is not the same as establishing a quiet zone although they may be used within quiet zones.

Cost Considerations

The enabling Federal statute did not provide funding for the establishment of quiet zones. Public authorities seeking to establish quiet zones should be prepared to finance the installation of SSMs and ASMs used. Costs can vary from \$30,000 per crossing to more than \$1 million depending on the number of crossings and the types of safety improvements required.

Legal Considerations

The courts will ultimately determine who will be held liable if a collision occurs at a grade crossing located within a quiet zone, based upon the facts of each case, as a collision may have been caused by factors other than the absence of an audible warning. FRA's rule is intended to remove failure to sound the horn as a cause of action in lawsuits involving collisions that have occurred at grade crossings within duly established quiet zones.

The Quiet Zone Establishment Process

Under the Train Horn Rule, only public authorities are permitted to establish quiet zones. Citizens who wish to have a quiet zone in their neighborhood should contact their local government to pursue the establishment of a quiet zone. The following is a typical example of the steps taken to establish a quiet zone:

1. **Determine** which crossings will be included in the quiet zone. All public highway-rail crossings in the quiet zone must have, at a minimum, an automatic warning system consisting of flashing lights and gates. The warning systems must be equipped with constant warning time devices (except in rare circumstances) and power out indicators. The length of the quiet zone must be at least one-half mile in length.
2. **Identify** any private highway-rail grade crossings within the proposed quiet zone. If they allow access to the public or provide access to active industrial or commercial sites, a diagnostic review must be conducted and the crossing(s) treated in accordance with the recommendations of the diagnostic team.
3. **Identify** any pedestrian crossings within the proposed quiet zone and conduct a diagnostic review of those crossings too. They also must be treated in accordance with the diagnostic team's recommendations. *NOTE:* While it is not required by the regulations, FRA recommends that every crossing within a proposed quiet zone be reviewed for safety concerns.
4. **Update** the U.S. DOT Crossing Inventory Form to reflect current physical and operating conditions at each public, private, and pedestrian crossing located within a proposed quiet zone.
5. **Provide** a Notice of Intent (NOI) to all of the railroads that operate over crossings in the proposed quiet zone, the State agency responsible for highway safety and the State agency responsible for crossing safety. The NOI must list all of the crossings in the proposed quiet zone and give a brief explanation of the tentative plans for implementing improvements within the quiet zone. Additional required elements of the NOI can be found in 49 CFR 222.43(b). The railroads and State agencies have 60 days in which to provide comments to the public authority on the proposed plan.
6. **Alternative Safety Measures** – If ASMs are going to be used to reduce risk, an application to FRA must be made. The application must include all of the elements provided in 49 CFR 222.39(b)(1) and copies of the application must be sent to the entities listed in 49 CFR 222.39(b)(3). They will have 60 days to provide comments to FRA on the application. FRA will provide a written decision on the application typically within three to four months after it is received.

The Quiet Zone Establishment Process continued

7. **Determine** how the quiet zone will be established using one of the following criteria:
(Note that Options 2 through 4 will require the use of the FRA Quiet Zone Calculator available at <http://safetydata.fra.dot.gov/quiet/>.)

1. Every public highway-rail crossing in the proposed quiet zone is equipped with one or more SSMs.
2. The Quiet Zone Risk Index (QZRI) of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) without installing SSMs or ASMs.
3. The QZRI of the proposed quiet zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT) after the installation of SSMs or ASMs.
4. The QZRI of the proposed quiet zone is less than or equal to the Risk Index with Horns (RIWH) after the installation of SSMs or ASMs.



8. **Complete** the installation of SSMs and ASMs and any other required improvements determined by the diagnostic team at all public, private, and pedestrian crossings within the proposed quiet zone.
9. **Ensure** that the required signage at each public, private, and pedestrian crossing is installed in accordance with 49 CFR Sections 222.25, 222.27, and 222.35, and the standards outlined in the Manual on Uniform Traffic Control Devices. These signs may need to be covered until the quiet zone is in effect.
10. **Establish** the quiet zone by providing a Notice of Quiet Zone Establishment to all of the parties that are listed in 49 CFR Section 222.43(a)(3). Be sure to include all of the required contents in the notice as listed in 49 CFR Section 222.43(d). The quiet zone can take effect no earlier than 21 days after the date on which the Notice of Quiet Zone Establishment is mailed.

*****Appendix C to the Train Horn Rule provides detailed, step by step guidance on how to create a quiet zone.*****

Required Documentation

Public authorities interested in establishing a quiet zone are required to submit certain documentation during the establishment process. FRA has provided checklists for the various documents that can be found at <http://www.fra.dot.gov/Elib/Details/L03055>.

FRA's Regional Grade Crossing Managers are available to provide technical assistance. A State's department of transportation or rail regulatory agency also may be able to provide assistance to communities pursuing quiet zones.

Public authorities are encouraged to consult with the agencies in their State that have responsibility for crossing safety. Some States may have additional administrative or legal requirements that must be met in order to modify a public highway-rail grade crossing.

Role of Railroads

Communities seeking to establish a quiet zone are required to send a Notice of Intent and a Notice of Quiet Zone Establishment to railroads operating over the public highway-rail grade crossings within the proposed quiet zone. Railroad officials can provide valuable input during the quiet zone establishment process and should be included on all diagnostic teams. Listed below are links to the Class I Railroads and Amtrak.

BNSF Railway (BNSF)	Canadian Pacific (CP)
CSX Transportation (CSX)	Norfolk Southern (NS)
Canadian National (CN)	Union Pacific (UP)
Kansas City Southern (KCS)	Amtrak (ATK)

FINAL NOTE

The information contained in this brochure is provided as general guidance related to the Quiet Zone Establishment Process and should not be considered as a definitive resource. FRA strongly recommends that any public authority desiring to establish quiet zones take the opportunity to review all aspects of safety along its rail corridor. Particular attention should be given to measures that prevent trespassing on railroad tracks since investments made to establish a quiet zone may be negated if the horn has to be routinely sounded to warn trespassers.

POINTS OF CONTACT

General Questions:

Inga Toye, 202-493-6305

Debra Chappell, 202-493-6018

Ron Ries, 202-493-6285

Regional Contacts

Region 1 Connecticut, Maine, Massachusetts, New Hampshire, New Jersey,
New York, Rhode Island, and Vermont
1-800-724-5991

Region 2 Delaware, Maryland, Ohio, Pennsylvania, Virginia, West Virginia ,
and Washington, D.C.
1-800-724-5992

Region 3 Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina,
South Carolina, and Tennessee
1-800-724-5993

Region 4 Illinois, Indiana, Michigan, Minnesota, and Wisconsin
1-800-724-5040

Region 5 Arkansas, Louisiana, New Mexico, Oklahoma, and Texas
1-800-724-5995

Region 6 Colorado, Iowa, Kansas, Missouri, and Nebraska
1-800-724-5996

Region 7 Arizona, California, Nevada, and Utah
1-800-724-5997

Region 8 Alaska, Idaho, Montana, North Dakota, South Dakota, Oregon,
Washington, and Wyoming
1-800-724-5998



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September 2013

Section I. Pre-Rule Quiet Zones: Qualifying for Automatic Approval (Chart 1A)

1. Identify all the crossings you wish to include as part of the proposed Quiet Zone (QZ).
2. Check whether each crossing qualifies as a pre-rule crossing (horns not sounding on October 9, 1996 and December 18, 2003 because of state/local law or community agreement with the railroads). If all crossings do not qualify as pre-rule crossings, then the proposed quiet zone does not qualify as a Pre-Rule QZ, and you should refer to *Section III, New Quiet Zones*.
3. Determine whether you wish to eliminate any crossings from the proposed QZ. The length of a Pre-Rule QZ may continue unchanged from that which existed on October 9, 1996. If, however, you choose to eliminate a crossing, the QZ must be at least ½ mile in length along the railroad tracks.
4. A QZ may include highway-rail grade crossings on a segment of rail line crossing more than one political jurisdiction, or there may be roads within a particular area that are the responsibility of different entities (State or county roads within a town, for example). If the selected crossings are the responsibility of more than one entity, obtain the cooperation of all relevant jurisdictions.
5. Update the USDOT Grade Crossing Inventory Form to reflect conditions at each public and private crossing; this update should be complete, accurate, and be dated within 6 months prior to the QZ implementation. For instructions on how to complete the update, see the FRA website at <http://www.fra.dot.gov/eLib/details/L02730>.
6. If each public crossing in the proposed QZ is equipped with one or more Supplementary Safety Measures (SSMs) as defined in Appendix A of the Rule, the QZ qualifies for Automatic Approval. To complete the process of creating the QZ, notify the parties listed in rule section 222.43 by December 18, 2004.

Note: Once the QZ has been created, install the required signage by December 18, 2006. (Refer to rule sections 222.25 and 222.35 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 4.5-5 years. (Refer to rule section 222.47 for details.)

7. If every public crossing is not equipped with at least one SSM, then the QZ can automatically qualify by comparing its Quiet Zone Risk Index (QZRI) with the Nationwide Significant Risk Threshold (NSRT). However, these QZs are subject to annual review by the FRA.

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8. Using the FRA's Quiet Zone Calculator, a web-based tool that can be found at <http://safetydata.fra.dot.gov/quiet/>, determine whether the QZRI of the proposed QZ is less than or equal to the NSRT. If the QZRI is less than or equal to the NSRT, the QZ qualifies for Automatic Approval. Notify the parties listed in rule section 222.43 by December 18, 2004.

Note: Once the quiet zone has been created, install the required signage by December 18, 2006. (Refer to rule sections 222.25 and 222.35 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

9. If the QZRI is greater than the NSRT, use the FRA's Quiet Zone Calculator to check whether it is less than twice the NSRT. If the QZRI is more than twice the NSRT, the QZ cannot qualify for Automatic Approval. For information on how to proceed, see *Section II, Pre-Rule Quiet Zones Not Qualified for Automatic Approval*.
10. If the QZRI is greater than the NSRT, but less than twice the NSRT, determine whether any of the public crossings have experienced a "relevant collision" on or after December 18, 1998. (See rule section 222.9 for the definition of a "relevant collision.") If there have not been any "relevant collisions" at any public crossing since December 18, 1998, the QZ qualifies for Automatic Approval. Notify the parties listed in rule section 222.43.

Note: Once the quiet zone has been created, install the required signage by December 18, 2006. (Refer to rule sections 222.25 and 222.35 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

11. If the QZRI is greater than the NSRT, but less than twice the NSRT, and there has been a "relevant collision" at a public crossing within the proposed QZ, the QZ cannot qualify for Automatic Approval. For information on how to proceed, see *Section II, Pre-Rule Quiet Zones Not Qualified for Automatic Approval*.

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Section II. Pre-Rule Quiet Zones Not Qualified for Automatic Approval (Chart 1B)

1. Review *Section I, Pre-Rule Quiet Zones: Qualifying for Automatic Approval*, to confirm that the proposed Pre-Rule Quiet Zone does not qualify for Automatic Approval.
2. If each crossing qualifies as a pre-rule crossing (horns not sounding on October 9, 1996 and December 18, 2003 because of state/local law or community agreement with the railroads), send notice of continuation of the quiet zone to all parties by December 18, 2004. (Refer to rule section 222.43 for details.)

Note: If you eliminated any pre-rule crossings to create the proposed Quiet Zone, the Quiet Zone must be at least ½ mile in length along the railroad tracks.

3. Submit to FRA a detailed plan for establishing a quiet zone before December 18, 2006. This plan should include a timetable for the implementation of safety improvements. If you intend to implement ASMs, the plan should include a completed application for FRA approval of their use. If a detailed plan is not been submitted by December 18, 2006, the quiet zone will terminate. (Refer to rule section 222.41 for details.)

Note: Since the proposed quiet zone does not qualify for Automatic Approval, any SSMs and ASMs used must be implemented in accordance with rule section 222.39.¹

Note: For guidance on ASM use, see *Section IV, Creating Quiet Zones using Engineering Alternative Safety Measures (modified SSMs)* and *Section V, Creating Quiet Zones using Non-engineering Alternative Safety Measures*.

Note: Required signage must also be installed by December 18, 2006. (Refer to rule sections 222.25 and 222.35 for details.)

4. Install SSMs and/or traffic control device upgrades as necessary to reduce risk within the proposed quiet zone.
5. If every public crossing in the proposed Quiet Zone is equipped with one or more SSMs as defined in Appendix A of the Rule, you can establish the proposed Quiet Zone through public authority designation by completing the following steps:

¹ Although the requirements for implementation of SSMs and ASMs must be in accord with rule section 222.39, the Pre-Rule Quiet Zone requirements covering minimum length and traffic control devices remain in effect for these crossings.

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- a. Complete the planned improvements by December 18, 2008,²
- b. Update the USDOT Grade Crossing Inventory Form.
- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 4.5-5 years. (Refer to rule section 222.47 for details.)

6. Using the FRA's Quiet Zone Calculator, a web-based tool that can be found at <http://safetydata.fra.dot.gov/quiet/>, determine whether the implementation of SSMs, ASMs, and/or traffic control devices will reduce the QZRI of the proposed Pre-Rule Quiet Zone to the level of risk that would exist if the train horns were still sounded (RIWH). If the QZRI will be less than or equal to the RIWH, you can establish the Quiet Zone through public authority designation by completing the following steps:

- a. Complete the planned improvements by December 18, 2008,²
- b. Update the USDOT Grade Crossing Inventory Form.
- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

7. Using the FRA's Quiet Zone Calculator, a web-based tool that can be found at <http://safetydata.fra.dot.gov/quiet/>, determine whether the implementation of SSMs, ASMs, and/or traffic control devices will reduce the QZRI of the proposed Pre-Rule Quiet Zone to the Nationwide Significant Risk Threshold (NSRT). If the QZRI will be less than or equal to the current NSRT, you can establish the Quiet Zone through public authority designation by completing the following steps:

- a. Complete the planned improvements by December 18, 2008.²
- b. Update the USDOT Grade Crossing Inventory Form.

² If the State is involved in the development of Quiet Zones, then the date for completion is extended an additional 3 years.

- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Quiet Zones established by comparison to the NSRT are subject to annual FRA review. (Refer to rule section 222.51 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

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Section III. Creating a New Quiet Zone Using SSMs (Chart 2)

1. Select the crossings to be included in the New Quiet Zone.
2. A Quiet Zone may include highway-rail grade crossings on a segment of rail line crossing more than one political jurisdiction, or there may be roads within a particular area that are the responsibility of different entities (State or county roads within a town, for example). If the selected crossings are the responsibility of more than one entity, obtain the cooperation of all relevant jurisdictions.
3. A New Quiet Zone must be at least ½ mile in length along the railroad tracks.
4. A New Quiet Zone must have, at a minimum, flashing lights and gates in place at each public crossing. These must be equipped with constant warning time devices where reasonably practical, and power out indicators. Any necessary upgrades must be completed before calculating risk for the quiet zone.
5. Are there any private crossings within the proposed Quiet Zone? If any private crossings allow access to the public or provide access to active industrial or commercial sites, you must conduct a diagnostic team review of those crossings. Following the diagnostic review, you must comply with the diagnostic team's recommendations concerning those crossings.
6. Update the USDOT Grade Crossing Inventory Form to reflect conditions at each public and private crossing; this update should be complete, accurate, and dated within 6 months prior to the Quiet Zone implementation³. For instructions on how to complete the update, see the FRA website at <http://www.fra.dot.gov/Content3.asp?P=801>.
7. Using the FRA's Quiet Zone Calculator, a web-based tool that can be found at <http://safetydata.fra.dot.gov/quiet/>, determine whether the Quiet Zone Risk Index (QZRI) of the proposed Quiet Zone is less than or equal to the Nationwide Significant Risk Threshold (NSRT). If the QZRI is less than or equal to the NSRT, you can establish the Quiet Zone through public authority designation by completing the following steps:
 - a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
 - b. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

³ For New Quiet Zones, the baseline conditions for calculating risk require that the minimum required traffic control devices are in place. This first Inventory update, therefore, must be completed after the gates, lights, and signs are in place, but before the SSMs and other measures are implemented. **Disclaimer:** This summary of the interim final rule is for informational purposes only. Entities subject to the interim final rule should refer to the rule text as published in the Federal Register on December 18, 2003. Should any portion of this summary conflict with the interim final rule, the language of the interim final rule shall govern.

Note: Quiet Zones established by comparison to the NSRT are subject to annual FRA review. (Refer to rule section 222.51 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

8. The step described above involves qualifying a quiet zone without implementing any Supplementary Safety Measures (SSMs) or Alternative Safety Measures (ASMs). If FRA's Quiet Zone Calculator indicates that the proposed quiet zone will not qualify on that basis, install any measures that are needed. To qualify for Public Authority Designation, you must implement SSMs, build grade separations, close crossings, or install wayside horns.

Note: If you would like to implement any ASMs, their use must be approved in advance by FRA, in accordance with Appendix B of the rule. For guidance on ASM use, see *Section IV, Creating Quiet Zones using Engineering Alternative Safety Measures (modified SSMs)* or *Section V, Creating Quiet Zones using Non-engineering Alternative Safety Measures*.

9. If every public crossing in the proposed Quiet Zone is equipped with one or more SSMs, you can establish the Quiet Zone through public authority designation by completing the following steps:
 - a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
 - b. Update the National Grade Crossing Inventory to reflect current conditions at each public and private crossing within the Quiet Zone.
 - c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 4.5-5 years. (Refer to rule section 222.47 for details.)

10. If every public crossing is not equipped with an SSM, use FRA's Quiet Zone Calculator to determine whether enough SSMs have been implemented to reduce the QZRI to the level of risk that would exist if the train horns were still sounded (RIWH). The Quiet Zone Calculator can be found at <http://safetydata.fra.dot.gov/quiet/>. If the QZRI is less than or equal to the RIWH, you can establish the Quiet Zone through public authority designation by completing the following steps:

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- a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
- b. Update the National Grade Crossing Inventory to reflect current conditions at each public and private crossing within the Quiet Zone.
- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

11. Use FRA's Quiet Zone Calculator to determine whether enough SSMs have been implemented to reduce the QZRI to the Nationwide Significant Risk Threshold (NSRT). The Quiet Zone Calculator can be found at <http://safetydata.fra.dot.gov/quiet/>. If the QZRI is less than or equal to the current NSRT, you can establish the Quiet Zone through public authority designation by completing the following steps:

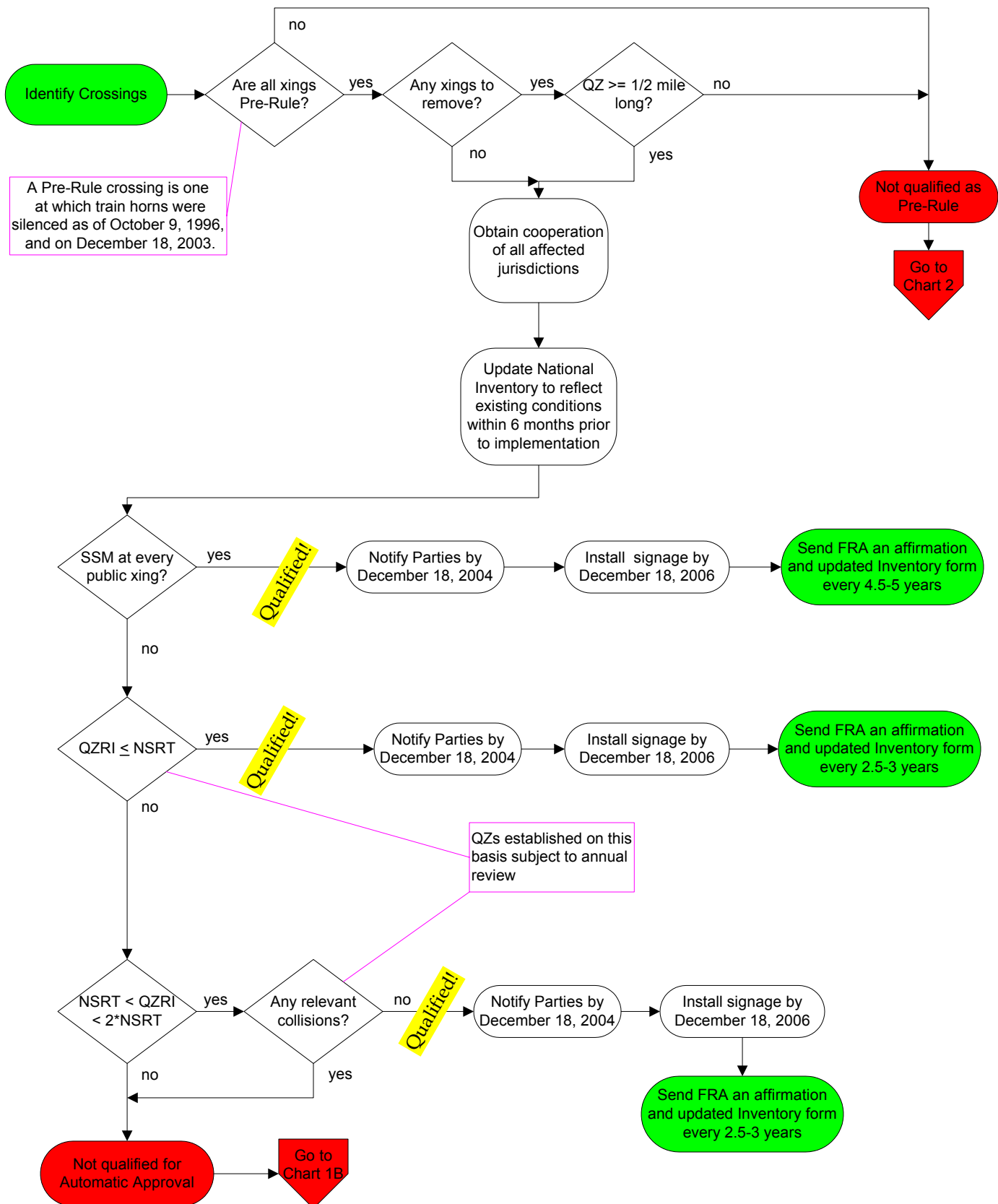
- a. Install required signage at each crossing. (Refer to rule sections 222.25 and 222.35 for details.)
- b. Update the National Grade Crossing Inventory to reflect current conditions at each public and private crossing within the Quiet Zone.
- c. Notify the parties listed in the rule. (Refer to rule section 222.43 for details.)

Note: Quiet Zones established by comparison to the NSRT are subject to annual FRA review. (Refer to rule section 222.51 for details.)

Note: Periodic updates, including updated USDOT Grade Crossing Inventory Forms, must be submitted to FRA every 2.5-3 years. (Refer to rule section 222.47 for details.)

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Chart 1A - Pre-Rule Quiet Zones: Qualifying for Automatic Approval



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Chart 1B - Pre-Rule Quiet Zones: Not Qualified for Automatic Approval

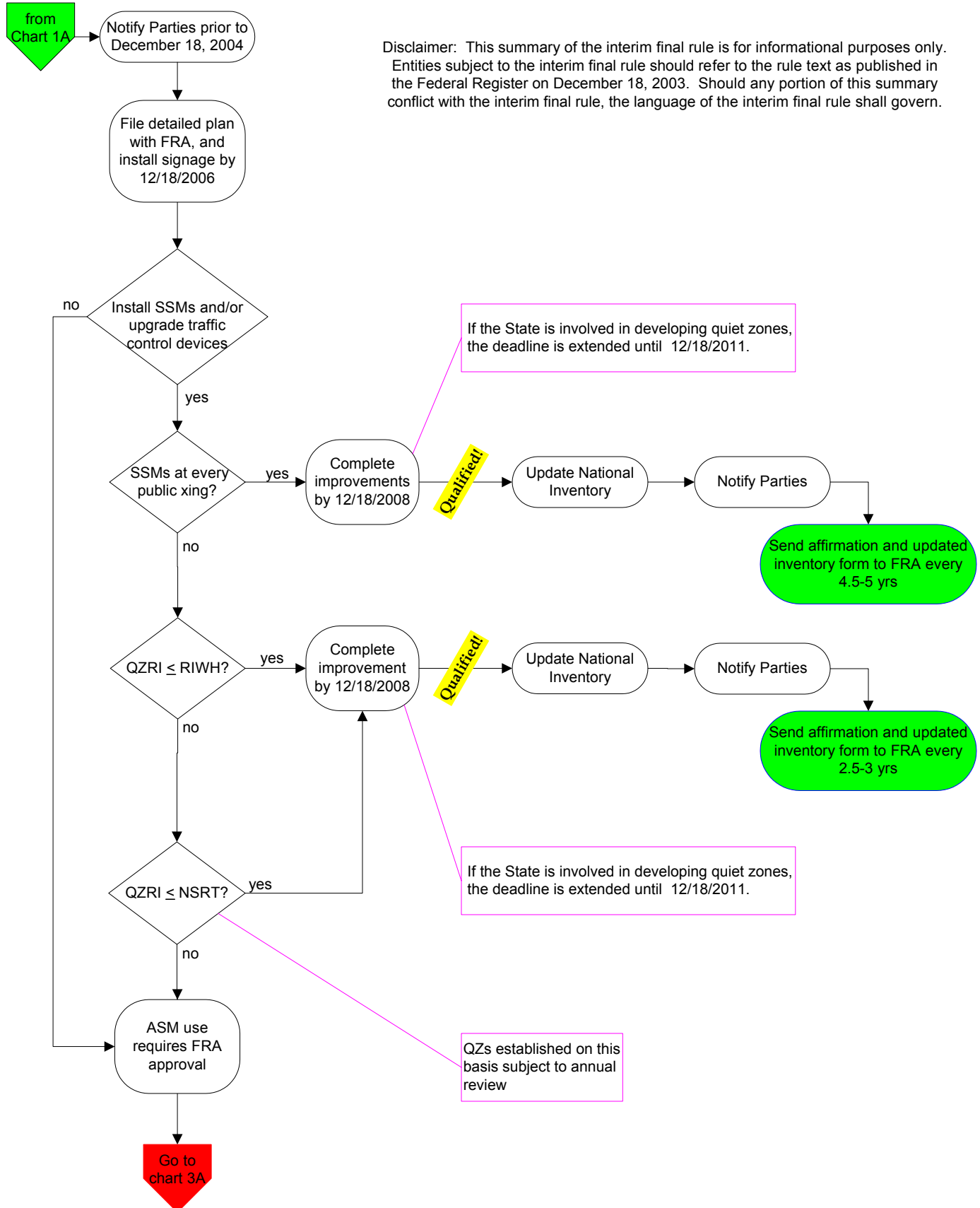


Chart 2 - Creating a New Quiet Zone using SSMs

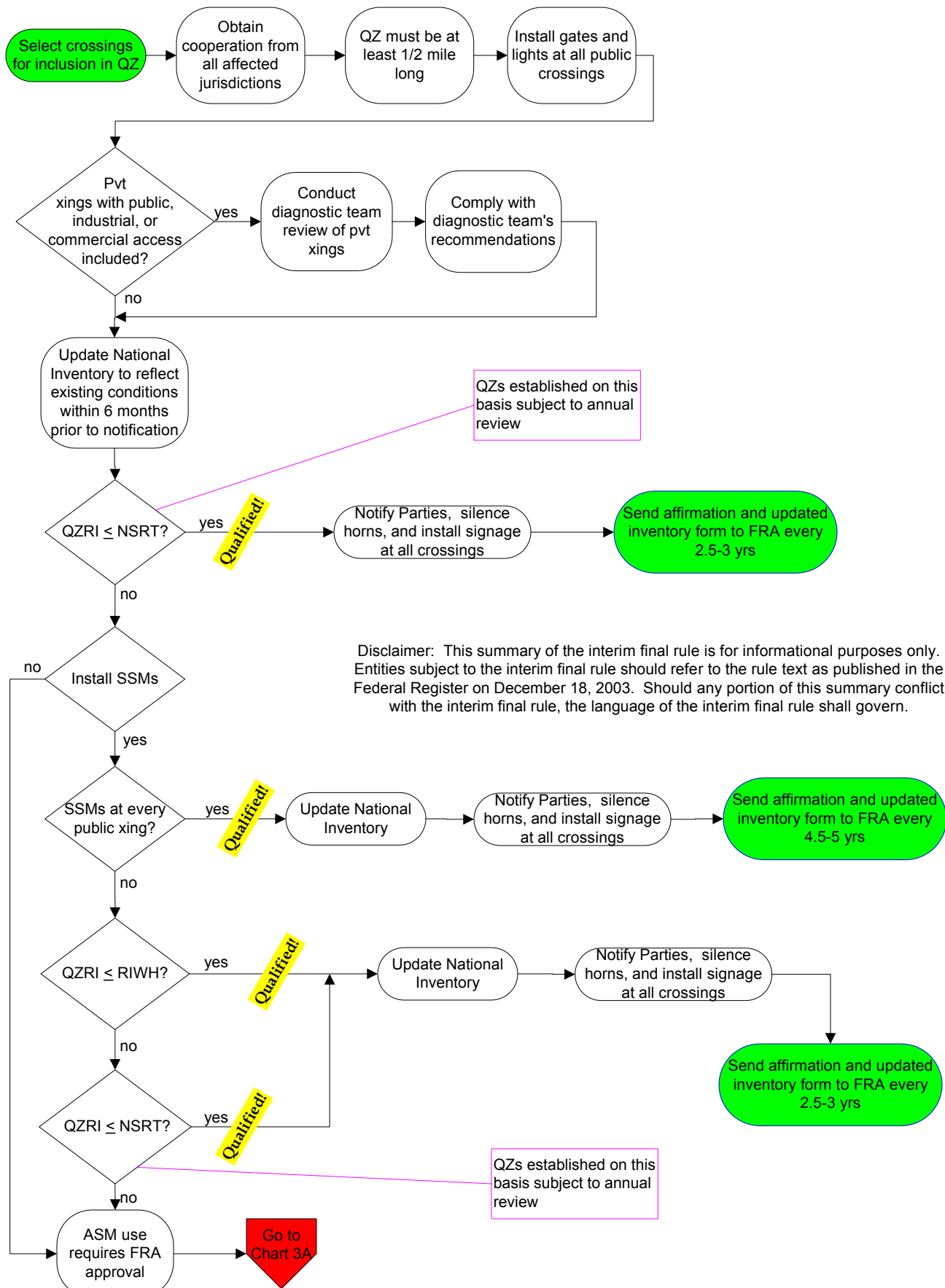


Chart 3A - Creating a Quiet Zone using Engineering ASMs (Modified SSMs)

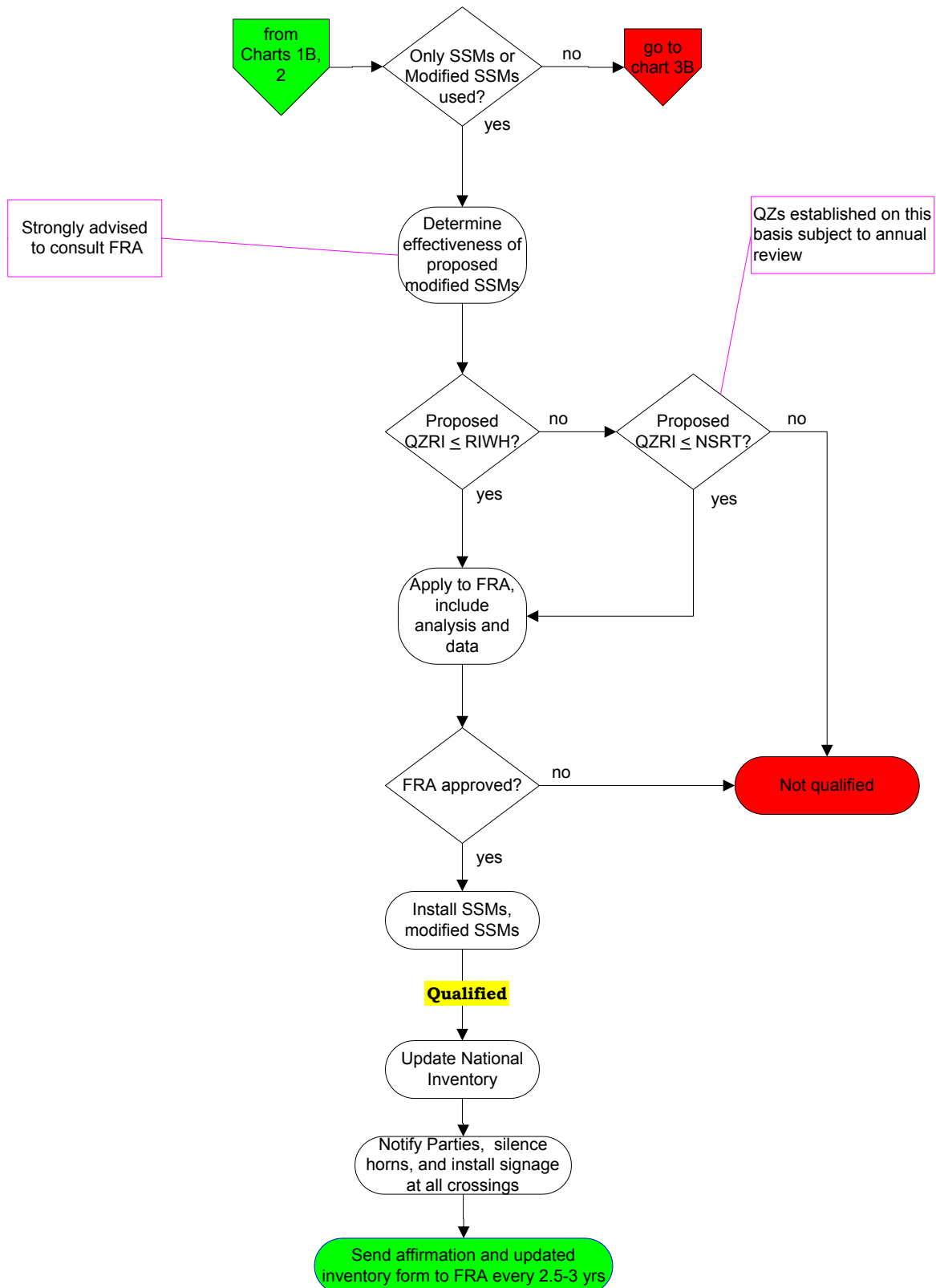
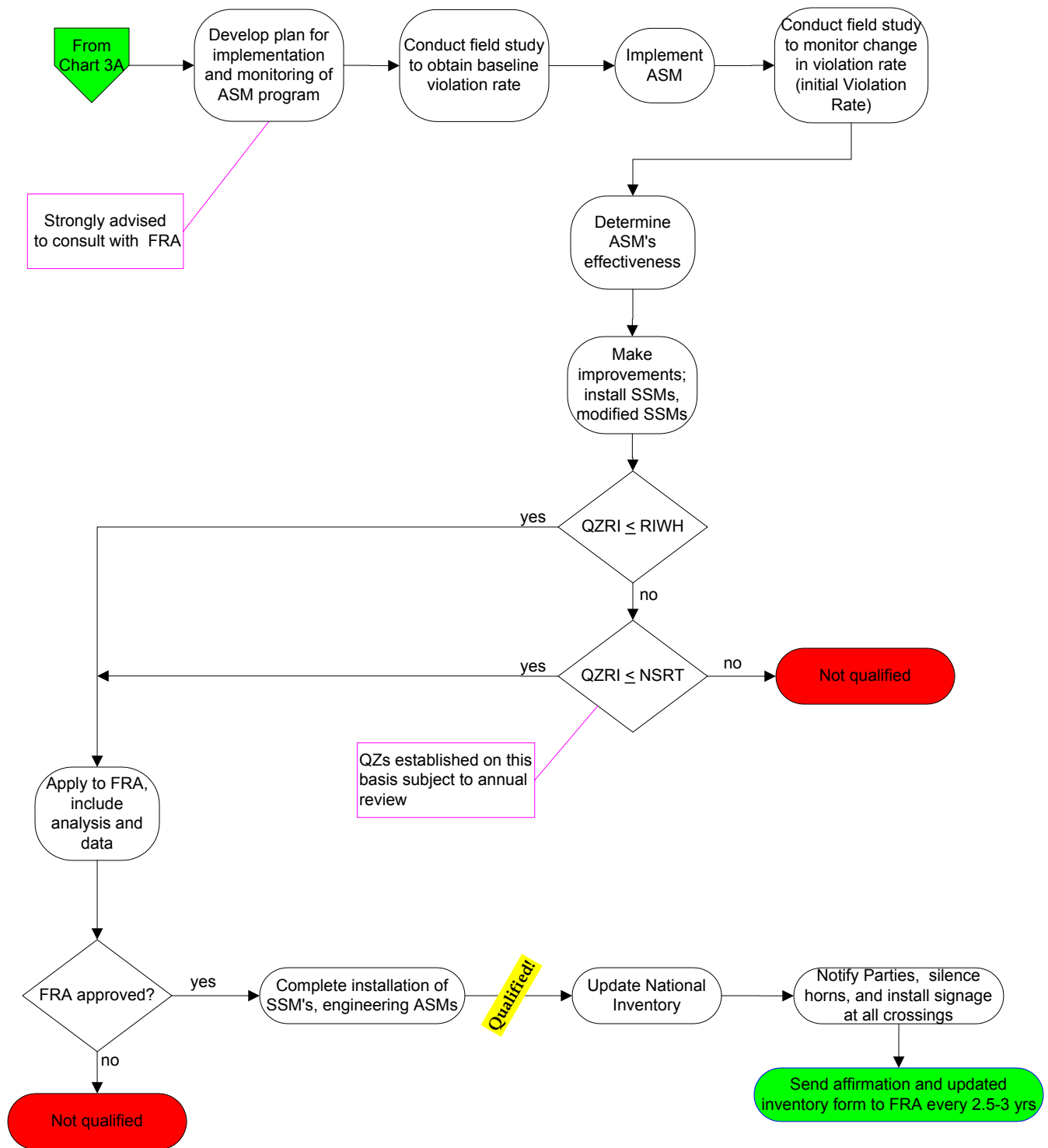


Chart 3B: Creating a Quiet Zone using Non-engineering ASMs



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List of Crossings within Quiet Zone

Submit to all Parties

Quiet Zone Name: _____

The following crossings are included in the above named Quiet Zone:

USDOT Crossing ID Number	Street or Highway Name

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Basis for Continuation of a Pre-Rule Quiet Zone:

Submit to all Parties

Quiet Zone Name: _____

This quiet zone is being continued in compliance with the following (check all that apply):

- ☐ §222.41(a) Pre-Rule Quiet Zones that qualify for automatic approval because
 - ☐ every crossing is equipped with an SSM,
 - ☐ $QZRI \leq NSRT$, or
 - ☐ $NSRT < QZRI < 2 * NSRT$, and there have been no relevant collisions within the 5 years preceding December 18, 2003
- ☐ §222.41(b) Pre-Rule Quiet Zones that do not qualify for automatic approval

Note: Quiet Zones established in accordance with §222.41(b) can be maintained under that provision for an interim period only. Continuation of the quiet zone beyond the interim period will require implementation of SSMs or ASMs in accordance with the section of the rule governing establishment of a New Quiet Zone (§222.49).

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Submit to all Parties

If the Quiet Zone is being continued under §222.41(a), Pre-Rule Quiet Zones which qualify for automatic approval, the notification to the parties must also include a copy of the FRA web page containing the quiet zone data upon which the public authority relies.

The Quiet Zone Calculator can be found at: <http://safetydata.fra.dot.gov/quiet/>

Sample

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Certificate of Service (submit one for each party notified)

Submit to all Parties including FRA

Quiet Zone Name: _____

Notice of the establishment or continuation of this Quiet Zone was provided to the following:

Name:	
Title:	
Organization:	
Address:	
Notification Method:	
Notification Date:	

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Grade Crossing Inventory Form (Initial)

Submit to FRA Associate Administrator, Office of Safety

Submit an accurate and complete Grade Crossing Inventory Form for each public and private crossing within the quiet zone, dated within six months prior to notification of the quiet zone. This form should reflect conditions prior to implementation of SSMs and ASMs.

Copies of the Grade Crossing Inventory Form FRA 6180.71 can be downloaded from the FRA web site at
<http://safetydata.fra.dot.gov/officeofsafety/Forms/Default.asp>.

Sample

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Grade Crossing Inventory Form Reflecting Improvements

Submit to FRA Associate Administrator, Office of Safety

Submit an additional accurate and complete Grade Crossing Inventory Form for each public and private crossing within the quiet zone, reflecting the improvements implemented within the Quiet Zone.

Copies of the Grade Crossing Inventory Form FRA 6180.71 can be downloaded from the FRA web site at
<http://safetydata.fra.dot.gov/officeofsafety/Forms/Default.asp>.

Sample

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Point of Contact Information

Submit to FRA Associate Administrator, Office of Safety

Quiet Zone Name: _____

Date: _____

The following individual is responsible for monitoring compliance with §222:

Name: _____

Title: _____

Organization: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

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Chief Executive Officer Statement

Submit to FRA Associate Administrator, Office of Safety

Quiet Zone

Designation: _____

I hereby certify that responsible officers of the public authority of which I am the Chief Executive Officer have reviewed documentation prepared by or for the FRA, filed in Docket No. FRA-1999-6439, sufficient to make an informed decision regarding the advisability of establishing the quiet zone.

Signature _____

Date _____

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Pre-Rule Quiet Zone Notification Checklist

Be sure to include the following information when providing notification of the continuation of a pre-rule quiet zone. Notifications must be sent by certified mail, return receipt requested.

All parties, including FRA, must receive:

- ☐ List of Crossings within Quiet Zone
- ☐ Basis for Continuation of a Pre-Rule Quiet Zone
- ☐ FRA Quiet Zone Calculator Page if quiet zone qualifies for automatic approval under §222.41(a)
- ☐ Certificate of Service (submit one for each party notified)

FRA must also receive the following:

- ☐ Grade Crossing Inventory Form (Initial)
- ☐ Grade Crossing Inventory Form Reflecting Improvements (when applicable)
- ☐ Point of Contact Information
- ☐ Chief Executive Officer Statement

Notification should be mailed to FRA at the following address:

Associate Administrator for Safety

Federal Railroad Administration

1120 Vermont Avenue, NW

Washington, DC 20590

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All parties, including FRA, must receive:

- ☐ List of Crossings within Quiet Zone
- ☐ Basis for Continuation of a Pre-Rule Quiet Zone
- ☐ FRA Quiet Zone Calculator Page if quiet zone qualifies for automatic approval under §222.41(a)
- ☐ Certificate of Service (submit one for each party notified)

FRA must also receive the following:

- ☐ Grade Crossing Inventory Form (Initial)
- ☐ Grade Crossing Inventory Form Reflecting Improvements (when applicable)
- ☐ Point of Contact Information
- ☐ Chief Executive Officer Statement

Notification should be mailed to FRA at the following address:

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New Quiet Zone Notification¹

Parties to be notified

Once a public authority has successfully established a quiet zone either through public authority designation or through FRA approval, it must provide written notice to several parties. These parties include the following:

- ☐ All railroads operating over the public highway-rail grade crossings within the quiet zone,
- ☐ The highway or traffic control authority, or the law enforcement authority with jurisdiction over motor vehicle traffic at the quiet zone crossings,
- ☐ Landowners with control over any private crossings within the quiet zone,
- ☐ The State agency responsible for highway and road safety, and
- ☐ The FRA Associate Administrator.

All notices must be provided by certified mail, return receipt requested.

Deadlines

The notice sent to the above parties must designate a specific date on which the routine sounding of horns at crossings within the quiet zone shall cease. On no account shall this date be earlier than 21 days after the mailing of this written notification.

¹ This collection of information will be used by FRA to increase safety at highway-rail grade crossings. Public reporting burden is estimated to average five (5) hours per response for notifications, and thirty-five (35) hours per response for the certification, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection of information is 2130-0560.

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Notification contents

- ❑ The notice must unambiguously state which crossings will be contained within the quiet zone. Each public and private crossing must be identified by both the U.S. DOT National Highway-Rail Grade Crossing Inventory number and the street or highway name.
- ❑ The notification must also clearly cite the regulatory provision that provides the basis for establishing the quiet zone. For a new quiet zone, one of the following provisions should apply:
 - §222.39(a)(1), implementation of SSMs at every public crossing in the quiet zone;
 - §222.39(a)(2)(i), the QZRI is at or below the NSRT without installation of any SSMs;
 - §222.39(a)(2)(ii), SSMs were implemented at some crossings to bring the QZRI to a level at or below the NSRT;
 - §222.39(a)(3), SSMs were implemented at some crossings to bring the QZRI to a level at or below the RIWH; or
 - §222.39(b), public authority application to the FRA.
- ❑ If the quiet zone is established on the basis of §222.39(a)(1), (2), or (3), the notification must include a copy of the FRA web page containing the quiet zone data upon which the public authority is relying.
- ❑ If the quiet zone is being established on the basis of § 222.39(b) (public authority application to the FRA), the notification must include a copy of the FRA's notification of approval.
- ❑ All notifications must contain a certificate of service. This certificate of service shall show to whom the notice was provided, and by what means the notice was provided.

Additional information that must be submitted to FRA

The items listed above must be submitted to each of the parties listed in the section labeled "Parties to be notified". Public authorities are also required to submit the following information in their submission to FRA:

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- ❑ An accurate and complete Grade Crossing Inventory Form for each public and private crossing within the quiet zone, dated within six months prior to designation or FRA approval of the quiet zone;
- ❑ An accurate, complete, and current Grade Crossing Inventory Form reflecting the SSMs and ASMs implemented within the quiet zone. (SSMs and ASMs that cannot be fully described on the Inventory Form must be described separately);
- ❑ The name and title of the person responsible for monitoring compliance with the requirements of the rule and his/her contact information. In addition to the person's name, title, and organization, contact information should include his/her business address, telephone number, fax number, and email address;
- ❑ A list of all parties notified in accordance with the rule; and
- ❑ A statement signed by the Chief Executive Officer (CEO) of each public authority establishing the quiet zone. In the CEO's statement, he or she must certify that responsible officials of the public authority have reviewed the documentation prepared by or for the FRA, and filed in Docket No. FRA-1999-6439, sufficient to make an informed decision regarding the advisability of establishing the quiet zone.

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Pre-Rule Quiet Zone Notification¹

Parties to be notified

A public authority that wants to continue silencing the locomotive horn at grade crossings within a Pre-Rule Quiet Zone must provide written notice to several parties. These parties include the following:

- ☐ All railroads operating over the public highway-rail grade crossing within the quiet zone,
- ☐ The highway or traffic control authority, or the law enforcement authority with jurisdiction over motor vehicle traffic at the quiet zone crossings,
- ☐ Landowners with control over any private crossings within the quiet zone,
- ☐ The State agency responsible for highway and road safety, and
- ☐ The FRA Associate Administrator.

All notices must be provided by certified mail, return receipt requested.

Deadlines

Notice of the continuation of a Pre-Rule Quiet Zone must be served no later than December 18, 2004.

¹ This collection of information will be used by FRA to increase safety at highway-rail grade crossings. Public reporting burden is estimated to average five (5) hours per response for notifications, and thirty-five (35) hours per response for the certification, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection of information is 2130-0560.

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Notification contents

- ❑ The notice must unambiguously state which crossings are contained within the quiet zone. All public and private crossings must be identified by both the U.S. DOT National Highway-Rail Grade Crossing Inventory Number, and by street or highway name.
- ❑ The notification must clearly cite the regulatory provision that provides the basis for continuing the Quiet Zone.

Note: The continuation of Pre-Rule Quiet Zones that qualify for automatic approval is governed by § 222.41(a). All other Pre-Rule Quiet Zones are governed by § 222.41(b).

- ❑ The notification must also include an explanation as to how the quiet zone is in compliance with § 222.41.
- ❑ If the quiet zone is being continued on the basis of §222.41(a) (automatic approval), the notification must include a copy of the FRA web page containing the quiet zone data upon which the public authority is relying.
- ❑ All notifications must contain a certificate of service. This certificate of service shall show to whom the notice was provided, and by what means the notice was provided.

Additional information that must be submitted to FRA

The items listed above must be submitted to each of the parties listed in the section labeled “Parties to be notified”. Public authorities are also required to submit the following information in their submission to FRA:

- ❑ An accurate and complete Grade Crossing Inventory Form for each public and private crossing within the quiet zone, dated within six months prior to designation of the quiet zone;
- ❑ An accurate, complete, and current Grade Crossing Inventory Form reflecting the SSMs and ASMs implemented within the quiet zone;
- ❑ The name and title of the person responsible for monitoring compliance with the requirements of the rule and his/her contact information. In addition to the person’s name, title, and organization, contact

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information should include his/her business address, telephone number, fax number, and email address;

- ❑ A list of all parties notified in accordance with the rule; and
- ❑ A statement signed by the Chief Executive Officer (CEO) of each public authority continuing the quiet zone. In the CEO's statement, he or she must certify that responsible officials of the public authority have reviewed the documentation prepared by or for the FRA, and filed in Docket No. FREA-1999-6439, sufficient to make an informed decision regarding the advisability of establishing the quiet zone.

Note: Pre-Rule Quiet Zones that do not qualify for automatic approval can only be maintained for an interim period. Continuation of the quiet zone beyond the interim period will require submission of a detailed plan, as well as implementation of SSMs or ASMs in accordance with section 222.39. Please refer to sections 222.39 and 222.41 for more information.

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CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: PRESENTATIONS

Subject: Fire Rescue presentation on diversity and hiring practices

Recommendation/Motion: Staff recommends Council approval on moving forward with the tactics and strategies identified by staff for improving diversity in hiring. Staff also recommends funding be allocated for sponsorship opportunities for individuals from within our current workforce and community to obtain a career in the fire service.

Originating Dept	Fire Rescue	Costs	
User Dept.	Fire Rescue	Funding Source	Currently, there is no fiscal impact on hiring recruits as the monies have been budgeted for the position. (Pg. 311 Salary & Wages) However, if we look to sponsor individuals from within the community there is an estimated cost of \$15,970 per person which is unbudgeted.
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

At the request of the City Council, Fire Rescue was asked to evaluate our hiring practices to ensure diversity within the organization. During the evaluation, we examined our recruitment methods and hiring practices from multiple angles. Working with several agencies and organizations we were able to identify several areas where we could improve and refine our processes to achieve this goal.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo-Fire_Diversity_Hiring.pdf	Memo to Council - Diversity Hiring	10/27/2021	Cover Memo
Riviera_Beach_Fire_Demographics.pptx	Presentation	10/13/2021	Presentation

REVIEWERS:

Department	Reviewer	Action	Date
Fire	Monroe, Luecinda	Approved	10/26/2021 - 6:09 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON, AND BOARD

FROM: JOHN CURD, FIRE CHIEF, 561-845-4104

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

SUBJECT: **DEMOGRAPHICS AND DIVERSITY IN HIRING**

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

At the request of the City Council, Fire Rescue was asked to evaluate our hiring practices to ensure diversity within the organization. During the evaluation, we examined our recruitment methods and hiring practices from multiple angles. Working with several agencies and organizations we were able to identify several areas where we could improve and refine our processes to achieve this goal.

City Goals:

The Citywide goal is to Build Great Neighbors (Goal #2) by providing diversity in the workforce and Strengthening Community Engagement and Empowerment (Goal #5) by providing opportunities to our residents with a career in the fire service.

Fiscal/Budget Impact:

Currently, there is no fiscal impact on hiring recruits as the monies have been budgeted for the position. (Pg. 311 Salary & Wages) However, if we look to sponsor individuals from within the community there is an estimated cost of \$15,970 per person, which is unbudgeted.



Recommendation:

Staff recommends Council approval on moving forward with the tactics and strategies identified by staff for improving diversity in hiring. Staff also recommends funding be allocated for sponsorship opportunities for individuals from within our current workforce and community to obtain a career in the fire service

Attachments:

Powerpoint Presentation





Riviera Beach Fire Rescue Demographics and Diversity in Hiring





Fire Chief

John M. Curd



Riviera Beach Fire Rescue Demographics/Diversity

	<u>% by Nationality</u>		<u>% by Gender</u>	<u>National Avg.</u>
Admin (4)	50%	Black or African American (2)	100% Male	XXX
	50%	Caucasian (2)		
Fire Prevention (2)	50%	Black or African American (1)	100% Male	XXX
	50%	Caucasian (1)		
Division Chief (3)	33.3%	Black or African American (1)	66% Male	XXX
	66.6%	Caucasian (2)	33% Female	
Captains (13)	31%	Black or African American (4)	100% Male	XXX
	69%	Caucasian (9)		

XXX – National data not available based on rank



Riviera Beach Fire Rescue Demographics/Diversity

	<u>% by Nationality</u>		<u>% by Gender</u>	<u>National Avg.</u>
Driver Engineers (12)	25%	Black or African American (3)	100% Male	XXX
	66%	Caucasian (8)		
	8.3%	Asian (1)		
Paramedic Firefighters (25)	12%	Black or African American (3)	87.1% Male	XXX
	76%	Caucasian (19)	12.9% Female	
	8.0%	Hispanic (2)		
	4.0%	Asian (1)		
EMT Firefighters (17)	23%	Black or African American (4)	100% Male	XXX
	52%	Caucasian (9)		
	23%	Hispanic (4)		
Total Firefighters (44)	15%	Black or African American (7)	91.9% Male	XXX
(Medic/EMT)	73%	Caucasian (34)	8.1% Female	
	13%	Hispanic (6)		
	4.5%	Asian (2)		

XXX – National data not available based on rank



Riviera Beach Fire Rescue Demographics/Diversity

	<u>Riviera Beach</u>	<u>Race & Ethnicity</u>	<u>National Average</u>
Total (76)	24%	Black or African American (18)	6.3%
	64%	Caucasian (49)	80%
	7.8%	Hispanic (6)	1.3%
	3.9%	Asian (3)	1.6%

% of Total Diversity 35.5%





Assistant Chief

Keith Golden



Riviera Beach Fire Rescue Demographics/Diversity

- **Education, Outreach, and Recruitment**

- YEP – Summer Career Internship Program
- Community Education through Community Risk Reduction
- Internship Opportunities
 - Kauffman Lynn – Station 88 Build (Pride and Ownership)
 - Career Source – Funding for Additional Programs
 - Palm Beach County School District – Palm Beach Lakes/Wellington
 - Palm Beach State College, Epiphany Life, BSO Diversity and Recruitment Office etc.

- **Hiring Process**

- Passive Recruitment vs. Active Recruitment
- Test Driven vs Culturally Driven
- Highlight Diversity on our Website
- Seek to Establish Riviera Beach Fire Rescue Employment Sponsorship Program





Fire Chief

John M. Curd



Riviera Beach Fire Rescue Employment Sponsorship Program

Who Will Qualify?

- Riviera Beach Residents
- Current City of Riviera Beach Employees
- 18 years old
- High school diploma or GED
- Valid Florida driver's license
- No tobacco use in the past 12 months
- Have no conviction of felonies or significant misdemeanors
- Cannot have been dishonorably discharged from military service
- Be of good moral character
- Must be in good physical condition



Riviera Beach Fire Rescue Employment Sponsorship Program

Requirements for State Certification as a State Certified Firefighter

- Successfully complete required coursework for this program
- Receive Certificate of Competency as Firefighter I
- Successfully pass the State Exam for Fire Fighter II



Riviera Beach Fire Rescue Employment Sponsorship Program

Requirements to Become a Riviera Beach Firefighter

- Successfully complete Emergency Medical Technician Course (EMT)
- Successfully pass National Registry Exam for EMT licensure in the State of Florida
- Successfully Complete Riviera Beach 6 week Recruit Academy
- Successfully complete Paramedic Course Successfully pass National Registry Exam for Paramedic licensure in the State of Florida
- Become a signed off protocolled Paramedic within 3 years of employment



Riviera Beach Fire Rescue Employment Sponsorship Program

Cost Associated With the Program

- Application Process – No Cost
- Salary – Minimum Wage (\$15.00 hr.) Currently Budgeted
- Palm Beach State Program
- This program combines both EMT and Firefighter curriculum into a single program of study, Students admitted into the 698 hour cohort, will prepare for entry level positions in Firefighting. Students first complete the 300 hour Emergency Medical Technician program, then continue directly into the Firefighter program. This program meets all curriculum requirements to prepare the student for the National Registry of Emergency medical technician assessment exam EMT-Basic, and for the State Firefighter certification exam.

Total Cost Estimated

\$4,000 (Program) + \$10,470 (Salary) + \$1,500 (Uniforms/Equipment/Books) = **\$15,970 per person**



CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: ORDINANCE ON FIRST READING

Subject: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING SECTION 29-66, "RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY" OF CHAPTER 29, "STREETS AND SIDEWALKS", ARTICLE II, DIVISION 2, OF THE CITY'S CODE OF ORDINANCES IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERTING PURPOSE, INTENT AND DEFINITIONS; PROVIDING FOR A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHTS-OF-WAYS; CLARIFYING CRITERIA FOR RELOCATION OF RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY, PRESEDRVATION, CONFLICTS, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends City Council approval.

Originating Dept	Development Services	Costs	
User Dept.	City	Funding Source	N/A
Advertised	Yes	Budget Account Number	
Date	9/3/2021;9/10/2021		
Paper	Palm Beach Post		
Affected Parties	Not Required		

Background/Summary:

First Reading of Ordinance 4179 was considered and approved by the Council at its October 20, 2021 regular meeting. Accordingly, at this time, this Item is being presented for Second and final Reading.

The application is a proposed amendment to the Code of Ordinances Chapter 29, Section 29-66 "Relocation and Use of Public Rights-of-Way", in order to change the section title, insert a purpose statement, intent and definitions sections, provide a process for the abandonment of public rights-of-ways, clarify the criteria for relocation of rights-of-way, and provide for applicability, conflicts, severability and codification, and providing for an effective date. The Ordinance is applicable city wide. This proposed amendment to the code of ordinances is being brought forward as an initiative of the administration, partially in response to increased development pressure in the City. Because land is at a premium it is not uncommon for project proponents to express interest in abandoning rights-of-way that fall within their project perimeter in order to have more usable developable area. Typically rights-of-way have a public purpose in that they may provide vehicular or pedestrian access to a destination for the public or a travel route to another location. Rights of way also frequently have utilities (water, sewer, drainage) located within the boundary of the right-of-way. The most common right-of-way is a road. Administration is interested in establishing a process for consideration of right-of-way abandonment requests and would like to establish a mechanism for the City to be reimbursed for the real property that is essentially being transferred to the project proponent to increase the developable area.

Fiscal Years	N/A
Capital Expenditures	N/A
Operating Costs	N/A
External Revenues	N/A
Program Income (city)	N/A
In-kind Match (city)	N/A
Net Fiscal Impact	N/A
NO. Additional FTE Positions (cumulative)	N/A

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_to_Council-Right_of_Way_Abandonment_FINAL-1dj.pdf	MEMO TO COUNCIL - ORDINANCE 4179	10/27/2021	Cover Memo
Ordinance_Repeal_and_Replace_Abandonment_Rights_of_Way_FINAL_with_edits.docx	ORDINANCE 4179	10/26/2021	Ordinance
ord.4179.pdf	Proof of Publication	10/25/2021	Backup Material
PZB_Staff_Report.pdf	STAFF REPORT TO PZB	9/8/2021	Backup Material
PROPOSED_LANGUAGE_Sec._29_66.____Relocation_and_use_of_public_rights_of_way_FOR_cc.pdf	PROPOSED CODE	9/8/2021	Backup Material
PalmBeachCounty_Abandonment_Article_III_Sec_22_with_callouts.pdf	PBC ABANDONMENT ARTICLE	9/8/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	10/26/2021 - 11:56 AM
Purchasing	Williams, Glendora	Approved	10/26/2021 - 1:12 PM
Finance	sherman, randy	Approved	10/26/2021 - 4:08 PM
Attorney	Busby, Lina	Approved	10/27/2021 - 2:35 PM
City Clerk	Robinson, Claudene	Approved	10/27/2021 - 2:38 PM
City Manager	Jacobs, Deirdre	Approved	10/27/2021 - 5:35 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: CLARENCE SIRMONS, DIRECTOR, DEVELOPMENT SERVICES

THROUGH: JONATHAN EVANS MPA, MBA, ICMA-CM , CITY MANAGER

SUBJECT: **ORDINANCE 4179- RIGHT OF WAY ABANDONMENT**

DATE: NOVEMBER 3, 2021

Background:

First Reading of Ordinance 4179 was considered and approved by the Council at its October 20, 2021 regular meeting. Accordingly, at this time, this Item is being presented for Second and final Reading.

Reiterated, this application is a proposed amendment to the Code of Ordinances Chapter 29, Section 29-66 "Relocation and Use of Public Rights-of-Way", in order to change the section title, insert a purpose statement, intent and definitions sections, provide a process for the abandonment of public rights-of-ways, clarify the criteria for relocation of rights-of-way, and provide for applicability, conflicts, severability and codification, and providing for an effective date.

This proposed amendment to the code of ordinances is an initiative of City Administration partially in response to increased development pressures in Riviera Beach. Because land is at a premium, it is not uncommon for project proponents to express interest in abandoning rights-of-way that fall within their project perimeter in order to have more developable area. Typically rights-of-way have a public purpose such as providing vehicular or pedestrian access to a destination for the public or a travel route to another location. Rights of way may also have utilities (water, sewer, drainage) located within its boundary; relocation of these facilities will be at the expense of the petitioner for abandonment. This ordinance, modelled after that of Palm Beach County, establishes a process for consideration of right-of-way abandonment requests and establishes a mechanism for the City to be reimbursed for the real property that is essentially being transferred to the project

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proponent to increase their developable area. The Riviera Beach Community Redevelopment Agency (CRA) has reviewed this item and supports it as a tool for economic development.

Citywide Goal:

Build Great Neighborhoods

Budget/Fiscal Impact:

N/A

Recommendation(s):

City staff recommends approval of Ordinance 4179.

Attachments:

1. Ordinance No. 4179
2. Staff Report
3. Proposed Code
4. PBC Abandonment Article
5. Memorandum Dated October 20, 2021 – First Reading



ORDINANCE NO. 4179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING SECTION 29-66, "RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY" OF CHAPTER 29, "STREETS AND SIDEWALKS", ARTICLE II, DIVISION 2, OF THE CITY'S CODE OF ORDINANCES IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERTING PURPOSE, INTENT AND DEFINITIONS; PROVIDING FOR A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHTS-OF-WAYS; CLARIFYING CRITERIA FOR RELOCATION OF RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY, PRESEDRVATION, CONFLICTS, AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City's Code of Ordinances controls and directs the development of land within the municipal limits of the City by way of text and maps; and

WHEREAS, Chapter 29 of the City of Riviera Beach Code of Ordinances establishes regulations for Streets and Sidewalks, and specifically, Chapter 29, Article II, Division 2, Section 29-66 of the City of Riviera Beach Code of Ordinances establishes regulations for the abandonment, relocation and use of public rights-of-way; and

WHEREAS, the City's Code of Ordinances, Section 29-66 is not responsive to the City's current needs as it does not allow for the abandonment of public rights-of-way and the City wishes to provide a process for the abandonment of public rights-of-way; and

WHEREAS, approval of this City-initiated amendment to the Code of Ordinances will change the title of the section; insert a purpose, intent and definitions section; provide a process for the abandonment of public rights-of-ways; and clarify criteria for the relocation of rights-of-way; and

WHEREAS, the Planning and Zoning Board reviewed the proposed amendments to the Code of Ordinances Chapter 29, Article II, Section 29-66 on September 9, 2021, and recommended approval to the City Council; and

WHEREAS, City staff finds that this amendment to the Code of Ordinances is responsive to the needs of the City and provides a clear and consistent methodology for the City to receive compensation in conjunction with requests for abandonment of public rights-of-way; and

WHEREAS, the City Council of the City of Riviera Beach finds that this proposed amendment to the Code of Ordinances promotes the health, safety, and welfare of the residents of the City and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, that:

SECTION 1. Legislative Findings, Intent, and Purpose. The foregoing recitals are ratified as true and correct and are incorporated herein. It is the purpose and intent of this

Ordinance to promote the health, safety and general welfare of the residents, businesses, and stakeholders of the City.

SECTION 2. REPEAL OF SECTION 29-66, “RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY”. In order to create a consistent methodology for the City to receive compensation in conjunction with requests for abandonment of public rights-of-way, the City Council hereby repeals Section 29-66 under Chapter 29, entitled “Streets and Sidewalks”, Article II, entitled “Construction”, Division 2 of the Code of Ordinances as shown below.

Sec. 29-66. Relocation and use of public rights of way.

In order to preserve and enhance the existing, interconnected street and block structure in downtown Riviera Beach, public rights of way shall not be abandoned. The commission may consider requests for the relocation or use of public rights of way using the following criteria:

- (1) ~~The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid;~~
- (2) ~~The subject right of way is an alley or designated as a secondary street. Primary streets are not eligible for relocation or re-orientation unless a new primary street is provided;~~
- (3) ~~The applicant provides a new route within the project that is parallel to the subject right of way, establishes a potential (future) street connection on the zoning map, or creates greater connectivity within the city's street network;~~
- (4) ~~The proposed relocation maintains or increases public access to the waterfront;~~
- (5) ~~The relocation will not create a block with a perimeter measuring more than 2,000 feet.~~
- (6) ~~The proposed relocation supports a marine industry, whereby vessel size necessitates increased dimensions of the parcel. Approval of the use of public rights of way for marine industry is conditional upon maintaining the industry as the primary use; permits shall stipulate that rights of way revert to the city upon the redevelopment of parcels for primarily residential or commercial uses.~~
- (7) ~~Permits shall stipulate that commencement of construction shall occur within two years of approval; otherwise use of the subject right of way shall revert to the city.~~
- (8) ~~Requests to use public rights of way for sidewalk encroachments for frontage conditions such as arcades, galleries, or balconies will be considered on a case by case basis.~~

~~(Ord. No. 4038, § 2(Exh. A), 12-18-13)~~

SECTION 3. CREATION OF SECTION 29-66, “RELOCATION, USE OF AND ABANDONMENT OF PUBLIC RIGHTS-OF-WAY. In order to create a consistent methodology for the City to receive compensation in conjunction with requests for abandonment of public rights-of-way, the City Council hereby creates section 29-66, entitled “Relocation, use of and abandonment of Public Rights-of-Way” under Chapter 29, entitled “Streets and Sidewalks”, Article II, entitled “Construction”, Division 2 of the Code of Ordinances, which shall read as follows:

* * *

Sec. 29-66. Relocation, use of and abandonment of Public Rights-of-Way.

- A. Purpose and Intent - In order to preserve and enhance the existing, interconnected street and block structure in the City of Riviera Beach, public rights-of-way shall not be relocated or abandoned without consideration of the impacts and necessary mitigation.
- B. Definitions – The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
 - a. Abandon, and any variant thereof, includes the terms “vacate” and “annul.”
 - b. Abutting property- means any parcel of real property whose boundaries, or any part thereof, also serves as the boundary, or portion thereof, of the petition site.
 - c. Affected Property- means any parcel of real property, or portion thereof, which lies within three hundred (300) feet of the boundaries of the petition site.
 - d. Land value – means the value of land as established for the tax base by the property appraiser's office prior to any or all exemptions.
 - e. Owner – means that person, governmental entity or business entity which is the fee simple title holder of real property.
 - f. Owners association means any association or corporation created under the laws of the state, the membership of which is comprised of all owners of real property over which the owners association has jurisdiction by virtue of a declaration of covenants and restrictions, declaration of condominium, or similar instrument. The term shall include the terms "homeowners association," "condominium association," "cooperative association," and "property owners association."
 - g. Petitioner means the person, governmental entity or business entity submitting a petition for abandonment pursuant to this chapter. The term "petitioner" shall include "co-petitioner" where appropriate.
 - h. Petition for abandonment or petition means the form prescribed by the department which requests the abandonment of a plat, or portion thereof, right-of-way or public easement pursuant to this Section.
 - i. Petition site means any parcel of real property subject to a petition for abandonment pursuant to this Section.
 - j. Private right-of-way means any right-of-way dedicated or deemed to an owners association or the owner of the abutting property or which is dedicated as a right-of-way and is the perpetual maintenance obligation of any owners association or the owner of abutting property.

C. Relocation or Use of Public Rights-of-Way -The commission may consider requests for the relocation or use of public rights-of-way using the following criteria:

- (1) The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid;
- (2) The subject right-of-way is an alley or designated as a secondary street. Primary streets are not eligible for relocation or re-orientation unless a new primary street is provided;
- (3) The applicant provides a new route within the project that is parallel to the subject right-of-way, establishes a potential (future) street connection on the zoning map, or creates greater connectivity within the city's street network;
- (4) The proposed relocation maintains or increases public access to the waterfront;
- (5) The relocation will not create a block with a perimeter measuring more than 2,000 feet.
- (6) The proposed relocation supports a marine industry, whereby vessel size necessitates increased dimensions of the parcel. Approval of the use of public rights-of-way for marine industry is conditional upon maintaining the industry as the primary use; permits shall stipulate that rights-of-way revert to the city upon the redevelopment of parcels for primarily residential or commercial uses.
- (7) Permits shall stipulate that commencement of construction shall occur within two years of approval; otherwise use of the subject right-of-way shall revert to the city.
- (8) Requests to use public rights-of-way for sidewalk encroachments for frontage conditions such as arcades, galleries, or balconies will be considered on a case by case basis.

D. Petitions for Abandonment of Rights-of-Way - Any person, governmental entity or business entity desiring to abandon the public's interest in any right-of-way shall be required to make application to the City pursuant to this article. Such application shall be on the petition form prescribed by the Development Services Department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the City, any petition for abandonment of rights-of-way shall be signed by all owners of abutting property.

- a. Signatures – Any petition made on behalf of the City for right of way abandonment shall be signed by the City Engineer and City Manager. Private petitions for right-of-way abandonment shall be signed by the owner of the property or an agent acting on behalf of the owner of the property.
- b. Application fee – Except as provided herein, each petition for abandonment of a right-of-way shall be accompanied by a fee as set by the City to cover the cost of administrative review, site analysis and investigation, and publication of notice. No refunds shall be made. Any petition made on behalf of the City is not required to submit an application fee.

- c. Privilege fee – A privilege fee is hereby established, payable by any petitioner requesting the abandonment of a right of way. The privilege fee is to be used for the purpose of reimbursing the City’s costs and expenses incurred when acquiring real property for public use, or other municipal purposes for the benefit of the residents. Any petition made on behalf of the City is not required to provide a privilege fee.
- d. The privilege fee shall be determined and fixed by computing ninety (90) percent of the total land value of the petition site. The total land value of the petition site, per square foot, shall be equal to the averaged square foot land value of the abutting property, as established by the most current county property appraiser records. This calculation shall be based upon the cumulative land value of the abutting properties (cumulative value), determining the average value of the properties on a square footage basis (square footage value), and multiplying the square footage value by the number of square feet of the petition site to ascertain the total land value of the petition site.
- e. Notice of Intent - Immediately prior to filing the petition for abandonment with the department, the petitioner shall cause to be published a notice of intent in a newspaper of general circulation in the city once weekly for two (2) consecutive weeks. Such notice of intent shall state the intent of the petitioner to file a petition pursuant to this Section.
- f. Petition application procedures –In addition to any other information required by the Development Services Department, the petition shall contain the following:
 - i. Legal description – A complete and accurate legal description of the petition site.
 - ii. Justification Statement – A statement identifying the scope of the request and the purpose for the request.
 - iii. Survey – A certified land survey shall be prepared by a state registered land surveyor in accordance with the minimum technical standards of Florida Statutes Section 472.027, and chapter 21HH-6, Florida Administrative Code, or as may be amended, and attached as an exhibit to the petition. The survey shall also contain or depict the following information:
 - 1. An accurate drawing of the petition site;
 - 2. The boundaries of abutting properties;
 - 3. The square footage of the petition site; and,
 - 4. Existing structures, utilities, easements, encroachments and other improvements, including but not limited to the location of overhead, underground or surface utility lines and equipment, ditches, fences, buildings, pathways and drainage structures contained on the petition site.
 - iv. Location map – A drawing which clearly and legibly identifies the location of the petition site in relation to the nearest public right-of-way, excluding the petition site, and all affected properties. The location map may be located on the survey in a separate block.
 - v. List of owners of affected property – A complete list of all owners of affected property, their mailing addresses and legal description of the property owned. All owners of abutting property shall be so designated on this list. The petition shall state the source of the information used to compile the list and shall contain

an affidavit of the preparer that to the best of his knowledge said list is complete and accurate.

- vi. A plan depicting any proposed relocation or abandonment of utilities. Note that all related costs shall be borne by the applicant.

- E. Process – Petitions for rights-of-way abandonment shall be subject to internal staff review and/or peer review as deemed necessary to evaluate the proposal. Staff may also evaluate the petition in accordance with the criteria in Section C herein, and place additional conditions to mitigate impacts to the City and/or public. The petition shall then be heard at a duly noticed public hearing with the Planning and Zoning Board who act in an advisory capacity to the City Council. After the Planning and Zoning Board hearing the petition shall be heard and acted on by the City Council at a duly noticed public hearing.

* * *

SECTION 5. The City Council finds that it is in the best interest of the health, safety, and welfare of the public to enact this Ordinance.

SECTION 6. SEVERABILITY. If any section, subsection, sentence, clause, phrase or provision of this Ordinance, or its application, to any person or circumstance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION 7. REPEAL OF LAWS IN CONFLICT. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8. CODIFICATION. Specific authority is hereby granted to codify the Ordinance as it is the intention of the City Council and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and sections of this Ordinance may be renumbered to accomplish such intentions.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective immediately upon final passage and adoption by City Council.

PASSED AND APPROVED on the first reading this _____ day of _____, 2021.

PASSED AND ADOPTED on second and final reading this _____ day of _____, 2021.

ORDINANCE NUMBER 4179

PAGE 7 of 8

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: _____

DAWN S. WYNN, CITY ATTORNEY

T. MCCOY: _____

DATE: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

ORDINANCE NUMBER 4179

PAGE 8 of 8

1ST READING

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

2ND & FINAL READING

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY _____

K. MILLER-ANDERSON _____

S. LANIER _____

J. BOTEL _____

D. LAWSON _____

Order Confirmation

Ad Order Number

0000666658

Customer

RIVIERA BEACH, CITY OF

Payor Customer

RIVIERA BEACH, CITY OF

PO Number**Sales Rep.**

teal.pontarelli

Customer Account

35942

Payor Account

35942

Ordered By

Claudene Robinson

Order Taker

teal.pontarelli

Customer Address10682 PO DRAWER
RIVIERA BEACH FL 334190682 USA**Payor Address**10682 PO DRAWER
RIVIERA BEACH FL 334190682 USA**Customer Fax****Order Source**

Non Web

Customer Phone

5618454000

Payor Phone

5618454000

Customer EMail**Special Pricing****Invoice Text****Ad Order Notes****Net Amount**

\$261.44

Tax Amount

\$0.00

Total Amount

\$261.44

Payment Amount

\$0.00

Amount Due

\$261.44

Ad Number

0000666658-01

Ad Type

Legal

Production Method

AdBooker

Production Notes**External Ad Number****Ad Attributes****Ad Released**

No

Pick Up

0000580193

Ad Size

1 X 76 li

Color

<u>Run Date</u>	<u>Product</u>	<u>Placement</u>	<u>Sched Cst</u>	<u>Disc/Prem</u>	<u>Color</u>	<u>Pickup</u>	<u>Tax</u>	<u>Subtotal</u>
10/23/2021	P-Palm Beach Post	Legals	\$261.44	\$0.00	\$0.00	\$0.00	\$0.00	\$261.44
10/23/2021 - 11/03/2021	P-PBP Web	Legals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Ad Content

**PUBLIC HEARING NOTICE
CITY OF RIVIERA BEACH, FLORIDA**

The City Council of the City of Riviera Beach, Palm Beach County, Florida will conduct a Public Hearing on Wednesday, November 3, 2021, at 6:00 PM, or soon thereafter, and from time to time thereafter as necessary, at the Riviera Beach Marina Event Center, located at 190 E 13th Street, Riviera Beach, FL 33404 to consider enactment of the below proposed Ordinance.

To obtain a complete copy, please contact the Office of the City Clerk between the hours of 8:30 AM and 5:00 PM, except weekends and holidays at (561) 845-4090 or by email at cityclerk@rivierabeach.org.

Be advised, the meeting location is subject to change. The public is encouraged to visit the City's website for up to date information on meeting location and information.

ORDINANCE 4179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REPEALING AND REPLACING SECTION 29-66, "RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY" OF CHAPTER 29, "STREETS AND SIDEWALKS", ARTICLE II, DIVISION 2, OF THE CITY'S CODE OF ORDINANCES IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERTING PURPOSE, INTENT AND DEFINITIONS; PROVIDING FOR A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHTS-OF-WAYS; CLARIFYING CRITERIA FOR RELOCATION OF RIGHTS-OF-WAY; PROVIDING FOR SEVERABILITY, PRESERVATION, CONFLICTS AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the City Council with respect to any matter considered at this hearing, such interested person, at own expense, will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodations to participate in the proceedings should contact the City Manager's Office at 561-845-4010 no later than 96 hours prior to the proceedings. If hearing impaired, telephone the Florida Relay Services 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice) for assistance.

Claudene L. Anthony
Certified Municipal Clerk
City Clerk
10-23/2021

000066658-01



**CITY OF RIVIERA BEACH STAFF REPORT
ORDINANCE NUMBER 4179**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 29 SECTION 29-66 OF THE CITY'S CODE OF ORDINANCES ENTITLED "RELOCATION AND USE OF PUBLIC RIGHTS-OF-WAY", IN ORDER TO CHANGE THE TITLE OF THE SECTION; INSERT PURPOSE, INTENT AND DEFINITIONS; PROVIDE A PROCESS FOR THE ABANDONMENT OF PUBLIC RIGHT OF WAYS; CLARIFY CRITERIA FOR RELOCATION OF RIGHTS OF WAY; PROVIDING FOR APPLICABILITY, CONFLICTS, SEVERABILITY AND CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- A. Applicant:** The Applicant is the City of Riviera Beach.
- B. Request:** The application is a proposed amendment to the Code of Ordinances Chapter 29, Section 29-66 "Relocation and Use of Public Rights-of-Way", in order to change the section title, insert a purpose statement, intent and definitions sections, provide a process for the abandonment of public rights-of-ways, clarify the criteria for relocation of rights-of-way, and provide for applicability, conflicts, severability and codification, and providing for an effective date.
- C. Location:** The Ordinance is applicable city wide.
- D. Property Description and Uses:** N/A
- E. Adjacent Property Description and Uses:** N/A
- F. Background:**

This proposed amendment to the code of ordinances is being brought forward as an initiative of the administration, partially in response to increased development pressure in the City. Because land is at a premium it is not uncommon for project proponents to express interest in abandoning rights-of-way that fall within their project perimeter in order to have more usable developable area.

Typically rights-of-way have a public purpose in that they may provide vehicular or pedestrian access to a destination for the public or a travel route to another location. Rights of way also



frequently have utilities (water, sewer, drainage) located within the boundary of the right-of-way. The most common right-of-way is a road.

Administration is interested in establishing a process for consideration of right-of-way abandonment requests and would like to establish a mechanism for the City to be reimbursed for the real property that is essentially being transferred to the project proponent to increase the developable area.

G. Staff Analysis:

The revision of the Code of Ordinances to provide for abandonment of right of ways makes good sense. And it also is reasonable for the City to receive compensation for the land being abandoned to make way for development. Palm Beach County (PBC) has a process in place for this and receives a privilege fee from applicants as part of the process. The proposed amendment to the City of Riviera Beach's Code of Ordinances in large part mirrors the PBC language (copy attached).

H. Recommendation:

Staff recommends that the Planning and Zoning Board find that it is reasonable and appropriate for the City to amend the Code of Ordinances relative to the abandonment and relocation of rights-of-way, and thus, recommend approval of this Ordinance 4179 as proposed.



Sec. 29-66. Relocation, ~~and~~ use of ~~and~~ abandonment of public rights-of-way.

A. Purpose and Intent - In order to preserve and enhance the existing, interconnected street and block structure in downtown Riviera Beach, public rights-of-way shall not be relocated or abandoned without consideration of the impacts and necessary mitigation.

B. Definitions – The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a. Abandon, and any variant thereof, includes the terms “vacate” and “annul.”
- b. Abutting property- means any parcel of real property whose boundaries, or any part thereof, also serves as the boundary, or portion thereof, of the petition site.
- c. Affected Property- means any parcel of real property, or portion thereof, which lies within three hundred (300) feet of the boundaries of the petition site.
- d. Land value – means the value of land as established for the tax base by the property appraiser's office prior to any or all exemptions.
- e. Owner – means that person, governmental entity or business entity which is the fee simple title holder of real property.
- f. Owners association means any association or corporation created under the laws of the state, the membership of which is comprised of all owners of real property over which the owners association has jurisdiction by virtue of a declaration of covenants and restrictions, declaration of condominium, or similar instrument. The term shall include the terms "homeowners association," "condominium association," "cooperative association," and "property owners association."
- g. Petitioner means the person, governmental entity or business entity submitting a petition for abandonment pursuant to this chapter. The term "petitioner" shall include "co-petitioner" where appropriate.
- h. Petition for abandonment or petition means the form prescribed by the department which requests the abandonment of a plat, or portion thereof, right-of-way or public easement pursuant to this Section.
- i. Petition site means any parcel of real property subject to a petition for abandonment pursuant to this Section.
- j. Private right-of-way means any right-of-way dedicated or deemed to an owners association or the owner of the abutting property or which is dedicated as a right-of-way and is the perpetual maintenance obligation of any owners association or the owner of abutting property.

C. Relocation or Use of Public Rights-of-Way - In order to preserve and enhance the existing, interconnected street and block structure in downtown Riviera Beach, public rights-of-way shall not be abandoned. The City Council/Commission may consider requests for the relocation or use of public rights-of-way using the following criteria:

- (a4) The proposed relocation resolves existing incompatibilities such as conditions where the fronts of some parcels face the backs of other parcels due to shifts in the block structure and street grid;
- (b2) The subject right-of-way is an alley or designated as a secondary street. Primary streets are not eligible for relocation or re-orientation unless a new primary street is provided;
- (c3) The applicant provides a new route within the project that is parallel to the subject right-of-way, establishes a potential (future) street connection on the zoning map, or creates greater connectivity within the city's street network;
- (d4) The proposed relocation maintains or increases public access to the waterfront;
- (e5) The relocation will not create a block with a perimeter measuring more than 2,000 feet.
- (f6) The proposed relocation supports a marine industry, whereby vessel size necessitates increased dimensions of the parcel. Approval of the use of public rights-of-way for marine industry is conditional upon maintaining the industry as the primary use; permits shall stipulate that rights-of-way revert to the city upon the redevelopment of parcels for primarily residential or commercial uses.
- (g7) Permits shall stipulate that commencement of construction shall occur within two years of approval; otherwise use of the subject right-of-way shall revert to the city.
- (h8) Requests to use public rights-of-way for sidewalk encroachments for frontage conditions such as arcades, galleries, or balconies will be considered on a case by case basis.

D. Petitions for Abandonment of Rights-of-Way - Any person, governmental entity or business entity desiring to abandon the public's interest in and to any right-of-way shall be required to make application to the City pursuant to this article. Such application shall be on the petition form prescribed by the Development Services Department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the City, any petition for abandonment of rights-of-way shall be signed by all owners of abutting property.

- a. Signatures – Any petition made on behalf of the City for right of way abandonment shall be signed by the City Engineer and City Manager. Private petitions for right of way abandonment shall be signed by the owner of the property or an agent acting on behalf of the owner of the property.
- b. Application fee – Except as provided herein, each petition for abandonment of a right of way shall be accompanied by a fee as set by the City to cover the cost of administrative review, site analysis and investigation, and publication of notice. No refunds shall be made. Any petition made on behalf of the City is not required to submit an application fee.
- c. Privilege fee – A privilege fee is hereby established, payable by any petitioner requesting the abandonment of a right of way. The privilege fee is to be used for the purpose of reimbursing the City's costs and expenses incurred when acquiring real property for public use, or other municipal purposes for the benefit of the residents. Any petition made on behalf of the City is not required to provide a privilege fee.

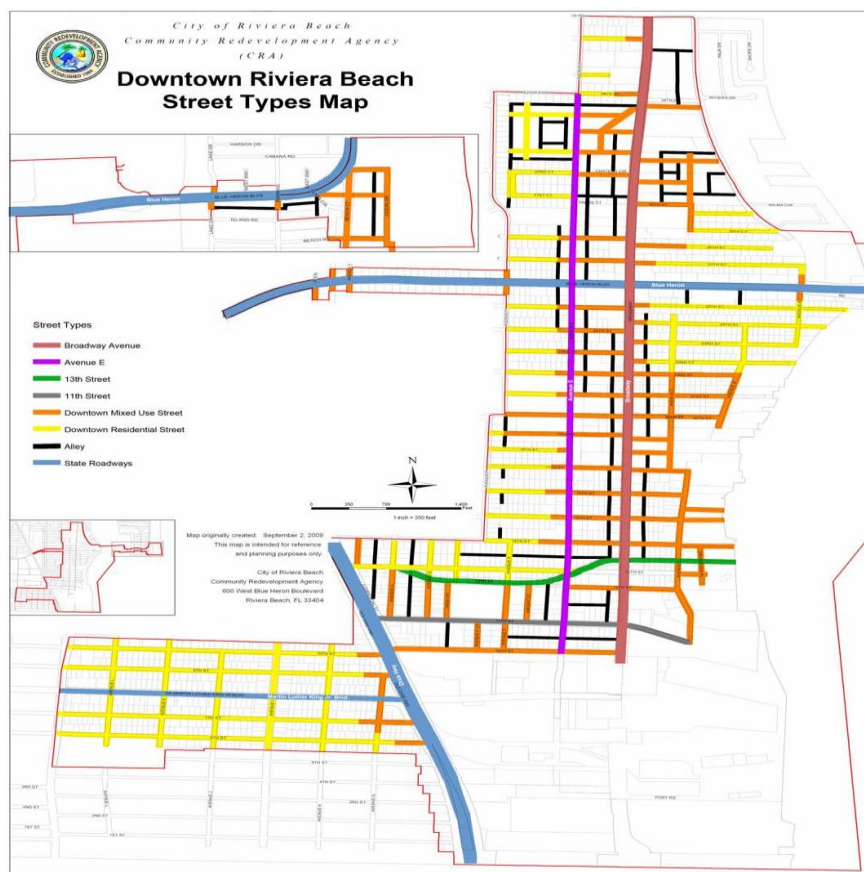
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- d. The privilege fee shall be determined and fixed by computing eighty (80) percent of the total land value of the petition site. The total land value of the petition site, per square foot, shall be equal to the averaged square foot land value of the abutting property, as established by the most current county property appraiser records. This calculation shall be based upon the cumulative land value of the abutting properties (cumulative value), determining the average value of the properties on a square footage basis (square footage value), and multiplying the square footage value by the number of square feet of the petition site to ascertain the total land value of the petition site.
- e. Notice of Intent - Immediately prior to filing the petition for abandonment with the department, the petitioner shall cause to be published a notice of intent in a newspaper of general circulation in the city once weekly for two (2) consecutive weeks. Such notice of intent shall state the intent of the petitioner to file a petition pursuant to this Section.
- f. Petition application procedures –In addition to any other information required by the Development Services Department, the petition shall contain the following:
- i. Legal description – A complete and accurate legal description of the petition site.
 - ii. Justification Statement – A statement identifying the scope of the request and the purpose for the request.
 - iii. Survey – A certified land survey shall be prepared by a state registered land surveyor in accordance with the minimum technical standards of Florida Statutes Section 472.027, and chapter 21HH-6, Florida Administrative Code, and attached as an exhibit to the petition. The survey shall also contain or depict the following information:
 - 1. An accurate drawing of the petition site;
 - 2. The boundaries of abutting properties;
 - 3. The square footage of the petition site; and,
 - 4. Existing structures, utilities, easements, encroachments and other improvements, including but not limited to the location of overhead, underground or surface utility lines and equipment, ditches, fences, buildings, pathways and drainage structures contained on the petition site.
 - iv. Location map – A drawing which clearly and legibly identifies the location of the petition site in relation to the nearest public right of way, excluding the petition site, and all affected properties. The location map may be located on the survey in a separate block.
 - v. List of owners of affected property – A complete list of all owners of affected property, their mailing addresses and legal description of the property owned. All owners of abutting property shall be so designated on this list. The petition shall state the source of the information used to compile the list and shall contain an affidavit of the preparer that to the best of his knowledge said list is complete and accurate.
- E. Process – Petitions for right of way abandonment shall be subject to internal staff review and/or peer review as deemed necessary to evaluate the proposal. The petition shall

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then be heard at a duly noticed public hearing with the Planning and Zoning Board who act in an advisory capacity to the City Council. After the Planning and Zoning Board hearing the petition shall be heard and acted on by the City Council at a duly noticed public hearing.

(Ord. No. 4038, § 2(Exh. A), 12-18-13)



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(Supp. No. 51)

ARTICLE III. - ROAD ABANDONMENT AND PLAT VACATION

Footnotes:

--- (3) ---

State Law reference— *Home rule powers of chartered counties, Fla. Const., art. VIII, § 1(g); authority to vacate roads, F.S. § 336.09 et seq.*

Sec. 22-41. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandon, and any variant thereof, includes the terms "vacate" and "annul."

Abutting property means any parcel of real property whose boundaries, or any part thereof, also serves as the boundary, or portion thereof, of the petition site.

Affected property means any parcel of real property, or portion thereof, which lies within three hundred (300) feet of the boundaries of the petition site.

County includes the board of county commissioners.

County right-of-way means any right-of-way acquired by the county or the public by virtue of a dedication to the public or the county on a plat, by separate instrument of conveyance, or by prescription.

Department means the county department of engineering and public works.

Land value means the value of land as established for the tax base by the property appraiser's office prior to any or all exemptions.

Owner means that person, governmental entity or business entity which is the fee simple title holder of real property.

Owners association means any association or corporation created under the laws of the state, the membership of which is comprised of all owners of real property over which the owners association has jurisdiction by virtue of a declaration of covenants and restrictions, declaration of condominium, or similar instrument. The term shall include the terms "homeowners association," "condominium association," "cooperative association," and "property owners association."

Petitioner means the person, governmental entity or business entity submitting a petition for abandonment pursuant to this chapter. The term "petitioner" shall include "copetitioner" where appropriate.

Petition for abandonment or *petition* means the form prescribed by the department which requests the abandonment of a plat, or portion thereof, right-of-way or public easement pursuant to this article.

Petition site means any parcel of real property subject to a petition for abandonment pursuant to this chapter.

Plat means any drawing of real property made and recorded pursuant to chapter 177, Florida Statutes, or the ordinances of the county.

Private right-of-way means any right-of-way dedicated or deemed to an owners association or the owner of the abutting property or which is dedicated as a right-of-way and is the perpetual maintenance obligation of any owners association or the owner of abutting property.

Public easement means any utility or drainage easement which is dedicated by plat in perpetuity for utility or drainage purposes, or which is conveyed by separate instrument recorded in the public records to the public or the county, which instrument has been approved by the county for recordation. The term shall not include instruments of conveyances or dedications made to specifically named utility companies, owners associations, drainage districts, or other governmental agencies.

Public records means the records filed in the office of the clerk of the circuit court in and for the county.

Right-of-way means any strip of land dedicated or deeded for ingress and egress or access purposes. The term shall include the terms "road," "highway," "alley," "accessway," and any other similar term. The term shall mean both county right-of-way and private right-of-way.

Utility company means any public or franchised entity which provides electrical, gas or communication services.

(Ord. No. 86-18, § III, 6-24-86)

Sec. 22-42. - Declaration of jurisdiction and control of the board of county commissioners; application of article.

- (a) Any dedication or conveyance of real property for the purpose of streets, rights-of-way, access, ingress and egress, utilities and drainage which is made on or by a plat, easement, deed or other instrument of any kind, which instruments are approved by the board of county commissioners for filing of record in the public records of the

county or which instruments convey any interest in real property to the board of county commissioners is hereby deemed to be under the jurisdiction and control of the board of county commissioners for the purposes of the vacation, annulment and/or abandonment of plats, or portions thereof, rights-of-way, and easements for utility and drainage purposes.

- (b) The provisions of this article shall apply to all plats, rights-of-way and easements under the jurisdiction and control of the board of county commissioners.
- (c) The procedures set forth in this article shall apply to applications pursuant to section 177.101(1) and (2), Florida Statutes, and to all applications for vacating plats, or any portion thereof, including public easements, pursuant to section 177.101(3), Florida Statutes. Any petition to vacate a plat, or portion thereof, which plat, or portion thereof, contains private rights-of-way shall not require a public hearing pursuant to section 22-49; however, a public hearing shall be required if the petition site includes a county right-of-way or public easement for drainage purposes which services a county right-of-way.

(Ord. No. 86-18, § II, 6-24-86)

Sec. 22-43. - Petitions generally.

- (a) *Petitions for abandonment of plats:* Any person, governmental entity or business entity desiring to abandon a plat, or any portion thereof, including public easements, shall be required to make application to the county pursuant to section 177.101, Florida Statutes, and the provisions of this article. Such application shall be on the petition form prescribed by the department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the county, the petition shall be signed by all owners of any portion of the petition site.
- (b) *Petitions for abandonment of rights-of-way.* Any person, governmental entity or business entity desiring to abandon the public's interest in and to any right-of-way shall be required to make application to the county pursuant to this article. Such application shall be on the petition form prescribed by the department, and the information contained therein shall be verified by the petitioner under oath. Unless initiated by the county, any petition for abandonment of rights-of-way shall be signed by all owners of abutting property.
- (c) *Signature of county engineer.* Any petition made on behalf of the county shall be signed by the office of the department of engineering and public works.

(Ord. No. 86-18, § IV, 6-24-86)

Sec. 22-44. - Application and privilege fees.

- (a) Application fee. Except as provided herein, each petition shall be accompanied by a fee as set by resolution of the board of county commissioners to cover the cost of administrative review, site analysis and investigation, publications, and official recording. Said fee will be credited to any privilege fee imposed. No refund shall be made. Petitions of the county or any other governmental agency shall be exempt from the application fee.
- (b) A privilege fee is hereby established, payable by any petitioner requesting the abandonment of the interest of the county and public in and to any right-of-way under the jurisdiction and control of the board of county commissioners. The privilege fee is to be used for the purpose of reimbursing the county's costs and expenses incurred when acquiring real property for public use.
- (c) The board of county commissioners shall make the final determination of the application of the privilege fee based upon recommendations submitted by county staff at the scheduled public hearing for abandonment of the petition site.
- (d) The privilege fee shall be determined and fixed by computing eighty (80) percent of the total land value of the petition site.
- (e) The total land value of the petition site, per square foot, shall be equal to the averaged square foot land value of the abutting property, as established by the most current county property appraiser records. This calculation shall be based upon the cumulative land value of the abutting properties (cumulative value), determining the average value of the properties on a square footage basis (square footage value), and multiplying the square footage value by the number of square feet of the petition site to ascertain the total land value of the petition site.
- (f) Such privilege fee shall not apply to petitions submitted by the following:
 - (1) The fee simple owner of the property subject to an easement;
 - (2) The original gratuitous conveyor of all the public rights-of-way to be abandoned;
 - (3) Rights-of-way contained in plats which were recorded in the public records of the county and when no conveyance of lots by reference to the plat appear of record;
or
 - (4)

When the petitioner is a duly organized governmental body. This exception from the privilege fee does not apply where such governmental body requires payment from the county for transfer or acquisition of land and or right-of-way for public purposes.

- (g) The privilege fee may not apply when the petitioner will convey necessary real property for county rights-of-way designated on the county thoroughfare plan, which is equal to or more than the total square footage to be abandoned, as determined by the board of county commissioners.

(Ord. No. 86-18, § V, 6-24-86; Ord. No. 02-034, §§ 1, 2, 8-20-02)

Sec. 22-45. - Access to water.

No right-of-way, road, street or public accessway giving access to any publicly accessible waters in the county shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the county comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the board of county commissioners.

(Ord. No. 86-18, § VI, 6-24-86)

Sec. 22-46. - Notice of intent.

Immediately prior to filing the petition for abandonment with the department, the petitioner shall cause to be published a notice of intent in a newspaper of general circulation in the county once weekly for two (2) consecutive weeks. Such notice of intent shall state the intent of the petitioner to file a petition pursuant to this chapter and, in the case of plat abandonment, or any portion thereof, chapter 177, Florida Statutes.

(Ord. No. 86-18, § VII, 6-24-86)

Sec. 22-47. - Petition application procedures.

In addition to any other information required by the department, the petition shall contain the following:

- (1) *Legal description of petition site.* A complete and accurate legal description of the petition site.

(2) *Type of petition.* A statement identifying the type of petition as being for abandonment of:

- a. A plat;
- b. A portion of plat;
- c. A county right-of-way;
- d. The public's interest in a private right-of-way; or
- e. A public easement.

The statement shall identify the source of the county's or public's interest, together with a reference to the recording information for same, in and to the petition site.

(3) *Survey.* A certified land survey measuring eight and one-half (8½) inches by eleven (11) inches stock, no less than 12 font size shall be prepared by a state registered land surveyor in accordance with the minimum technical standards of F.S. § 472.027, and chapter 21HH-6, F.A.C., and attached as an exhibit to the petition. The survey shall also contain or depict the following information:

- a. An accurate drawing of the petition site;
- b. The boundaries of abutting properties;
- c. The square footage of the petition site; and
- d. Existing structures, utilities, easements, encroachments and other improvements, including but not limited to the location of overhead, underground or surface utility lines and equipment, ditches, fences, buildings, pathways and drainage structures contained on the petition site.

(4) *Location map.* A drawing measuring not less than eight and one-half (8½) inches by eleven (11) inches and no larger than eleven (11) inches by seventeen (17) inches which clearly and legibly identifies the location of the petition site in relation to the nearest public right-of-way, excluding the petition site, and all affected properties. The location map may be located on the survey in a separate block.

(5) *List of owners of affected property.* A complete list of all owners of affected property, their mailing addresses and legal description of the property owned. All owners of abutting property shall be so designated on this list. The petition shall state the source of the information used to compile the list and shall contain an affidavit of the preparer that to the best of his knowledge said list is complete and accurate. If the affected property is under the jurisdiction of an owner's association,

this requirement of notice to affected property owners may be fulfilled by mailing such notice to said owners association, provided, however, that all abutting property owners must also be separately notified. Said list shall be accompanied by a number ten (10) white envelope for each affected property owner and each petitioner as follows:

- a. The following return address shall be printed or typed thereon:
Engineering and Public Works Department
Attn: Land Development Division
160 Australian Avenue, Suite 206
P.O. Box 21229
West Palm Beach, FL 33416-1229
 - b. It shall be pre-stamped with sufficient postage for certified, return receipt postage for addressees in the United States and registered mail postage for addresses in foreign countries.
 - c. A properly completed certified mail receipt or registered mail receipt, as applicable, shall be clipped to each envelope.
- (6) *Utility and drainage district approvals.* The written approval or consent of the utility providing service to or within the petition site shall be attached to the petition. In the case of any petition affecting drainage easements, canals, lakes or other water management systems, the written approval or consent of the drainage district(s) having jurisdiction over the petition site shall also be attached to the petition.
- (7) *Access to affected property.* The petition shall contain a statement that to the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other parts of the subdivision.
- (8) *Federal or state highway statement.* The petitioner shall certify that the petition site, or any portion thereof, is not a part of any state or federal highway and was not acquired or dedicated for state or federal highway purposes.
- (9) *Notice of intent.* Proof of publication of the notice of intent required by section 22-46 shall be attached to the petition.
- (10)

Evidence of title. The petition shall state the source of the petitioner's ownership or interest in and to the petition site, and a reference to the recording information for same. A copy of the source instrument shall be certified by the clerk of the circuit court and attached to the petition.

- (11) *Evidence of taxes paid.* The petition shall state that all state, municipal and county taxes on the petition site have been paid. The certificate of the tax collector's office showing payment of same (as payment is defined in section 177.101(4), Florida Statutes) shall be attached to the petition. If the petition site or any portion thereof is tax-exempt, the petition shall so state and a copy of the tax roll from the tax collector's office which shows such exemption shall be attached to the petition.
- (12) *Municipal resolution.* The petition shall state whether the petition site lies within the corporate limits of a municipality, within the unincorporated area, or both. If any portion of the petition site lies within the corporate limits of a municipality, the municipality shall first abandon its interest in the petition site by appropriate resolution, and a certified copy of the municipal resolution shall be attached to the petition.
- (13) *Fees.* The petition shall state whether the petition site is subject to the privilege fee, the amount of the fee, and that the application fee is submitted therewith. The petition shall include the appropriate documentation supporting the petitioner's calculation of the privilege fee.
- (14) *Justification.* The petition shall detail the relevant reasons in support of the request and granting of the petition.

(Ord. No. 86-18, § VIII, 6-24-86; Ord. No. 02-034, §§ 1, 2, 8-20-02)

Sec. 22-48. - Review of petition.

- (a) Each petition shall be reviewed by the department, the county planning, building and zoning department, and any governmental agency or county department deemed affected by the department. Upon receipt, the department shall distribute the petition to the reviewing departments and agencies. Within twenty (20) days of receipt of the petition, the reviewing departments and agencies shall submit a written report containing their findings and recommendations to the designated staff of the department. Upon receipt of all written reports, the department shall review the petition and reports and shall notify the petitioner in writing of any reasonable conditions to be performed prior to forwarding the petition and reports pursuant to

paragraph (b). Within ninety (90) days of receipt of the department's notification, the petitioner shall either comply with, agree and commit in writing to the conditions, or disagree in writing to the conditions. Failure to respond to the department's notification may result in a recommendation to deny the petition by the department.

- (b) After expiration of the ninety-day period above or sooner, if conditions are not imposed, or if imposed are responded to by the petitioner in the manner set forth above, the department shall forward the petition together with its findings and recommendations of same to the board of county commissioners for their review in accordance with this section. The department shall set the petition for public hearing in accordance with section 22-49 unless the petition is not subject to a public hearing pursuant to section 22-49, paragraph (c). If a public hearing is not required, upon its review the board shall adopt a resolution either approving or denying the petition. The board may reject a petition if a petition covering the same lands had been considered at any time within six (6) months of the date the later petition is submitted.
- (c) The department shall not be charged with the duty of:
 - (1) Searching the official records of the clerk of the circuit court and any other records in and for the county; or
 - (2) Any other investigation to determine the truth and accuracy of the statements and information contained in the petition and any attachments thereto.

(Ord. No. 86-18, § IX, 6-24-86)

Sec. 22-49. - Public hearing of petitions for abandonment of county rights-of-way and public easements for drainage of county rights-of-way.

- (a) *Required.* Pursuant to section 336.10, Florida Statutes, a public hearing shall be held for any petition for abandonment which affects a county right-of-way and public easements for drainage which service a county right-of-way.
- (b) *Time and place of hearing.* The board of county commissioners hereby exercise their authority as set forth in section 336.09, Florida Statutes, by authorizing and directing the department to establish a definite time and place to hold the public hearing required by section 336.10, Florida Statutes, and this chapter and to publish the notice of the hearing.
- (c)

Publication of notice of public hearing. Notice of such public hearing shall be published by the department in a newspaper of general circulation in the county one (1) time at least fourteen (14) days prior to the date set for the public hearing.

- (d) *Posting of notice of public hearing.* The department shall notify the petitioner of the date and time of the public hearing and shall direct the petitioner to post the property with a notice of petition to vacate. The petitioner shall place the notice in a conspicuous and easily visible location, abutting a public thoroughfare when possible, on the subject property at least ten (10) days prior to the public hearing.
- (e) *Mailing of notice of public hearing.* The department shall mail a copy of the notice of public hearing to each addressee in the envelope provided by petitioner pursuant to section 22-47, subsection (5).
- (f) *Testimony.* At the public hearing, all interested persons shall be entitled to be heard; however, the board may refuse to hear testimony that is repetitious, irrelevant or immaterial. If the board approves the petition, the board may vacate all or any portion of the subject property and may attach such conditions as the board may deem to be in the public interest.
- (g) *Notice of adoption of resolution.* If the board of county commissioners shall by resolution grant the petition, notice thereof shall be published one (1) time within thirty (30) days following the date of adoption of such resolution in a newspaper of general circulation published in the county. The proof of publication of the notice of public hearing, and the proof of publication of the notice of the adoption of the resolution, and a copy of the resolution shall be recorded in the public records.

(Ord. No. 86-18, § X, 6-24-86)

Sec. 22-50. - Recordation of resolution.

Upon adoption of a resolution approving a petition, a certified copy of same shall be filed in the public records in accordance with section 177.101 or section 336.10, Florida Statutes, whichever is applicable.

(Ord. No. 86-18, § XI, 6-24-86)

Sec. 22-51. - Effect of recording resolution of abandonment.

- (a)

For county rights-of-way, upon the recordation of the proof of publication of notice of public hearing, proof of publication of the notice of adoption of the resolution, and copy of the resolution in the public records, the interest of the rights-of-way so closed shall be vested in accordance with provisions of section 336.12, Florida Statutes.

- (b) For plats, or portions thereof, recordation in the public records of resolutions approving abandonment of a plat or a portion thereof shall have the effect of vacating all streets and alleys in accordance with section 177.101(5), Florida Statutes, and shall either return the vacated property to the status of unplatted acreage or shall vacate the first plat in accordance with section 177.101(1) or (2), Florida Statutes, as applicable.

(Ord. No. 86-18, § XII, 6-24-86)

Secs. 22-52—22-60. - Reserved.

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: REGULAR RESOLUTION

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE CITY OF RIVIERA BEACH ART IN PUBLIC PLACES PROGRAM (AIPP PROGRAM), AND PROVIDING FOR THE DEVELOPMENT OF AN ART IN PUBLIC PLACES MASTER PLAN TO GUIDE THE IMPLEMENTATION OF THE AIPP PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.

Recommendation/Motion: CITY STAFF RECOMMENDS CITY COUNCIL APPROVAL

Originating Dept	Development Services	Costs
User Dept.	City	Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

The City of Riviera Beach has been interested in establishing an Art in Public Places Program for a number of years and the discussion has been before various City Council's previously. This City Council directed City staff to further research the elements required to implement a successful Art in Public Places (AIPP) Program, and to bring forward a resolution for consideration and action. This agenda item brings forward a Resolution that should chart the next steps forward in creating a AIPP program and directing staff to develop a AIPP Master Plan for the Council to consider in the future.

Fiscal Years	N/A
Capital Expenditures	N/A
Operating Costs	N/A
External Revenues	N/A
Program Income (city)	N/A
In-kind Match (city)	N/A
Net Fiscal Impact	N/A
NO. Additional FTE Positions (cumulative)	N/A

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo-_2021_Resolution_FINAL.docx	MEMO TO COUNCIL	10/26/2021	Cover Memo
2021_AIPP_Resolution_Final_W_ADMIN_EDITS.docx	RESOLUTION 127-21	10/26/2021	Resolution
PZB_Staff_Report.pdf	STAFF REPORT	10/26/2021	Backup Material
AIPP_Municipal_Comparisons.pdf	AIPP MUNICIPAL COMPARISONS NOTES	9/29/2021	Backup Material
Research_notes.pdf	RESEARCH NOTES	9/29/2021	Backup Material
Florida_Public_Art_Programs.pdf	LIST OF PUBLIC ART PROGRAMS IN FLORIDA	9/29/2021	Backup Material
Coral_Gables_5_year_Art_in_Public_Places_plan.pdf	CORAL GABLES 5 YEAR AIPP PLAN	9/29/2021	Backup Material
MarathonRFP_for_public_art.pdf	MARATHON RFP FOR ART & DESCRIPTION OF AIPP PROGRAM	9/29/2021	Backup Material
City_of_PSL_AIPP_Master_Plan_and_Appendix.pdf	PORT ST LUCIE AIPP MASTER PLAN	9/29/2021	Backup Material

publicartapplication2019.pdf	PORT ST LUCIE PUBLIC ART REQUIREMENTS FOR NON-RESIDENTIAL DEVELOPMENTS	9/29/2021	Backup Material
Ordinance_3036_AIPP_2008.pdf	2008 FAILED AIPP PROPOSAL	10/25/2021	Backup Material
September_23_P_Z_Minutes.pdf	SEPTEMBER 23rd P&Z BOARD MINUTES	10/25/2021	Backup Material
City_Council_Memo- _2021_Art_in_Public_Places_Resolution_FINALdj.docx	MEMO TO COUNCIL - ART IN PUBLIC PLACES	10/27/2021	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Community Development	Sirmons, Clarence	Approved	10/26/2021 - 1:18 PM
Purchasing	Williams, Glendora	Approved	10/26/2021 - 1:21 PM
Finance	sherman, randy	Approved	10/26/2021 - 4:07 PM
Attorney	Busby, Lina	Approved	10/27/2021 - 2:34 PM
City Clerk	Robinson, Claudene	Approved	10/27/2021 - 2:37 PM
City Manager	Jacobs, Deirdre	Approved	10/27/2021 - 5:29 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: CLARENCE SIRMONS, AICP, DIRECTOR, DEVELOPMENT SERVICES

THROUGH: JONATHAN EVANS MPA, MBA, ICMA-CM , CITY MANAGER

SUBJECT: RESOLUTION 127-21 –ART IN PUBLIC PLACES

DATE: NOVEMBER 3, 2021

Background:

Since 2008 the City of Riviera Beach has endeavored to establish an Art in Public Places Program (AIPP). The most recent effort began in 2020 after a Council member reintroduced this subject to the current Council. After that presentation, City Council directed staff to research the elements required to implement a successful, vibrant, and unique AIPP program. Staff researched AIPP programs in other municipalities and identified several core elements that were present in the successful programs; 1) a dedicated program administrator, 2) an AIPP Master Plan, 3) an Art Advisory Board, and 4) dedicated funding source(s).

At the July 15, 2020 and September 8, 2020 Council meetings, this item was discussed with the purpose of clarifying a direction for a City of Riviera Beach public art program. There was consensus that Council was not supportive of creating mandatory land development fees for funding a public art program, however, staff identified alternative program funding options including incentivized-voluntary participation by land developers, budget allocations from the general fund, partnership with the CRA, AIPP grants, and capital project funding.

Since this item was last discussed before council, Development Services staff has taken steps to frame what an AIPP program could be in Riviera Beach. Staff engaged experienced individuals in the local art community to discuss a framework for the program and the importance of forming a knowledgeable AIPP Advisory Board. Additionally, staff recognizes the importance of encouraging community participation in creating the program and believes engaging an experienced consulting firm would advance that process. Therefore, staff has begun conversations to determine the necessary components of an AIPP Master Plan and scope of work

"The Best Waterfront City in Which to Live, Work And Play."



for a future solicitation. The AIPP Master Plan and an associated ordinance would be presented to City Council at a later date.

Approval of the resolution before you will accomplish four things:

1. Establish Art in Public Places as a priority program for the City.
2. Direct the Development Services Department to lead in the development of the City's Art in Public Places Master Plan using methods including, facilitated group processes, a committee task force of art experts and professionals, and engaging members of the Riviera Beach community.
3. Allow the Development Services Department to spend up to \$35,000 in the development of an Art in Public Places Master Plan.
4. Directs the Development Services Department, upon completion of the Art in Public Places Master Plan, to prepare an ordinance consistent with the Master Plan and recommendations of the task force.

Citywide Goal:

Build Great Neighborhoods.

Budget/Fiscal Impact:

Staff is requesting authorization to expend up to \$35,000 in funds currently allocated for Development Services professional services for art in public places activities.

Recommendation(s):

City staff recommends approval of Resolution 127-21.

Attachments:

1. Resolution 127-21
2. Staff Report
3. AIPP Municipal Comparisons
4. Research Notes
5. List of Programs In Florida
6. Coral Gables 5 Year AIPP Plan
7. Marathon RFT for AIPP Program
8. Pt. St. Lucie AIPP Master Plan
9. Pt. St. Lucie Public Art Requirements
10. 2008 CORB Failed AIPP Proposal
11. September 23rd P&Z Board Minutes



RESOLUTION NUMBER 127-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE CITY OF RIVIERA BEACH ART IN PUBLIC PLACES PROGRAM (AIPP PROGRAM), AND PROVIDING FOR THE DEVELOPMENT OF AN ART IN PUBLIC PLACES MASTER PLAN TO GUIDE THE IMPLEMENTATION OF THE AIPP PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is “Reimagining Riviera Beach” in innovative and thoughtful ways, using a facilitated group process for the health, safety and general welfare of its residents and visitors; and

WHEREAS, the City of Riviera Beach boasts unique natural resources and a location that symbolizes the Florida lifestyle; and

WHEREAS, the City of Riviera Beach is a growing and diverse community realizing strong economic development interest; and

WHEREAS, the City Council recognizes the opportunities that economic growth and diversity bring to the community and believes that creating an Art in Public Places Plan and Program will contribute to the beautification of the City and increased civic pride; and

WHEREAS, the City Council discussed Art in Public Places at the January 16, 2008 meeting and while Ordinance No. 3036 was tabled this City Council has expressed a continued desire to have an Art in Public Places Plan developed and implemented in the City of Riviera Beach.

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

SECTION 1. The City Council finds that the City of Riviera Beach will benefit from the creation of an Art in Public Places Program.

SECTION 2. The City Council hereby creates the CITY OF RIVIERA BEACH ART IN PUBLIC PLACES PROGRAM (AIPP Program) with the goal of encouraging installations of high quality public art throughout the City for the benefit of its residents and visitors.

SECTION 3. The Director of Finance and Administrative Services is authorized to expend up to \$35,000.00 from account 10117101 531000 for services related to the development of an Art in Public Places Master Plan.

SECTION 4. The City Council hereby directs the Development Services Department to lead in the development of the City’s Art in Public Places Master Plan using methods including facilitated group processes, a committee task force of art experts and professionals, and engaging members of the Riviera Beach community.

SECTION 5. The City Council hereby directs the Development Services Department, upon completion of the Art in Public Places Master Plan, to prepare an ordinance consistent with the Master Plan and recommendations of the task force.

SECTION 6. This Resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this ____ day of _____, 2021.

RESOLUTION NUMBER

PAGE:

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: _____



CITY OF RIVIERA BEACH STAFF REPORT ART IN PUBLIC PLACES

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE CITY OF RIVIERA BEACH ART IN PUBLIC PLACES PROGRAM (AIPP PROGRAM), AND PROVIDING FOR THE DEVELOPMENT OF AN ART IN PUBLIC PLACES MASTER PLAN TO GUIDE THE IMPLEMENTATION OF THE AIPP PROGRAM, AND PROVIDING FOR AN EFFECTIVE DATE.

1. **Applicant:** The proponent is the City of Riviera Beach.
2. **Request:** The request is for the City Council to:
 - a. formally establish the City of Riviera Beach Art in Public Places Program;
 - b. authorize the expenditure of up to \$50,000 for costs associated with the development of an AIPP Master Plan;
 - c. direct the Development Services Department to lead the effort to develop the AIPP Master Plan; and,
 - d. direct the Development Services Department to prepare an Ordinance that will create an incentive program to allow medium to large scale land development projects to participate in the City's AIPP Program.
3. **Location:** The AIPP Program would be a city-wide program.
4. **Property Description and Uses:** N/A
5. **Adjacent Property Description and Uses:** N/A
6. **Background:** Art in Public Places is a subject that has been discussed and debated several times in the City over the last 10-15 years. While nothing concrete has ever been adopted with regard to Art in Public Places the interest in establishing some type of public art program has not gone away. Most recently the City Council directed staff to research the elements required to implement a successful AIPP Program. That research provided the basis for this proposal.
7. **Staff Analysis:** Art in Public Places programs vary from community to community. There are numerous examples of successful municipal and regional AIPP programs within Florida. Why public art programs and what is the value? Public art has been found to



energize and help reclaim our public spaces by transforming where we live work and play. AIPP Programs can spur economic development programs by the creation of art districts or art education. Public art is accessible to all residents and visitors and can contribute to the cultural richness of a community, thus providing expanded opportunities for tourism. What is public art? Public art can be whatever the community desires. It can have a range of components including murals, sculpture, art displays or exhibits, art festivals or special events, student programming and streetscape/infrastructure improvements. It can be permanent or temporary. It can include actions like ensuring new municipal buildings have areas available for art displays (student or thematic). How the City defines public art will be one of the discussion topics during the visioning sessions as part of the AIPP Master Plan development. How is it funded? There are typically a toolbox of options including fees, voluntary participation by developers, and grants. What does an AIPP Program include? Typically an AIPP Program is established by Ordinance and then a Master Plan for AIPP is developed. Most AIPP Programs have a program facilitator or staff liaison, an advisory board, and identified funding sources.

- 8. Recommendation:** The Planning and Zoning Board considered this item at the meeting of September 23, 2021. The Board was supportive overall and ultimately voted unanimously in support of this resolution. The Board discussed the need for public input in the development of any AIPP Plan, and also raised questions about funding sources for AIPP moving forward. Staff explained that as part of the development of the AIPP Master Plan staff would analyse and identify potential funding sources for the City to consider.

Staff recommends that the City Council support this resolution because it allows additional progress and development of the City's AIPP Program but is not binding in any way. In addition, the draft Master Plan for AIPP would come back to the City Council for review and, if appropriate, endorsement.



CITY OF RIVIERA BEACH

ART IN PUBLIC PLACES

MUNICIPALITY	PROGRAM FACILITATOR	ART TYPES	ADVISORY BOARD COMPOSITION	FUNDING OPTIONS
Boca Raton Ordinance No. 5432 Code of Ordinance Sec.2-151	Downtown Manager	<ul style="list-style-type: none"> - murals - lighting - sculptures - signature art 	7 member Advisory Board <ul style="list-style-type: none"> - 3 members - 1-yr. terms; - 4 members - 2yr. terms - must lives or work in the City - must have knowledge, experience or interest in art - cannot be a current art vendor with the City 	Art Fund - set up to buy or commission artwork, for art tours, and for maintenance of the artwork <ul style="list-style-type: none"> - developers contribute to art fund, donate art or install art pieces into ther projects - City budget allocations
Boynton Beach Ordinance 07-002	Public Arts Manager	<ul style="list-style-type: none"> - sculptures - kinetic (movement for effects) - year long rotating outdoor exhibitions - indoor art exhibits 	Arts Commission Advisory Board <ul style="list-style-type: none"> - city residents or business owners only - board makeup - artists, art patron, educators, planners, marketers, private developers, architects citizen stakeholders 	1% on public art fee <ul style="list-style-type: none"> -70% of the 1% is to create and build public art into development and redevelopment projects - remaining 30% funds art programs, including maintenance
Delray Beach Ordinance 77-04	Asst. City Manager	<ul style="list-style-type: none"> - temporary, permanent art - educational site specific installations - waterfall mosaic - steel sculptures - chair art - murals 	7 member Advisory Board <ul style="list-style-type: none"> - appointed by the City Council - serve 2yr. terms - members must include artist, architect, landscape architect or engineer - city owns all rights to the art produced under the AIPP Program 	CIP Funds capital improvement project dollars used to fund projects and personnel
Palm Beach Gardens Code of Ordinance Sec.78-261	Senior Planner	<ul style="list-style-type: none"> - Signature (City specific) - Gateways (entrance art) - Interactive (touch art) - kinetic (movement for effects) 	7 Reg. Members - 2 Alternates Board <ul style="list-style-type: none"> - 4 reg. members and 1 alt. - 2yr. terms - 3 reg. members and 1 alt. - 1yr. term - appointments made by City Council based on experience and interest in arts and cultural issues in the City 	Art Impact Fund <ul style="list-style-type: none"> - art or fee in lieu of art - 1% fee or art valued at 1% of total vertical development in excess of \$1million.
West Palm Beach Public Art Master Plan 2016-2021 Ordinance 4504-14. Sec. 78-130	Art in Public Places Coordinator	<ul style="list-style-type: none"> - Signature (City specific) - Gateways (entrance art) - Interactive (touch art) - Environmental - Streetscapes - Digital -Temporary pop-up exhibits 	Art in Public Places Advisory Committee <ul style="list-style-type: none"> - 7 Reg. Members - 2 Alternates - appointed by the Mayor - 1st 3 appointees - 1 yr. term - 2nd 2 appointees - 2yr. Terms - last 2 appointees - 3yr. terms 	Art in Public Places Fund City Budget Allocations <ul style="list-style-type: none"> - appropriation from CRA tax - naming rights sponsorship - philanthropy and private donations <i>*use of AIPP funds requires Council approval</i>

We have consulted with:

1. Mr. Lee Glaze – Magnet Coordinator of the **Bak Middle School of the Arts**
 - a. He was supportive
 - b. He can engage with students and is connected to local artists
 - c. He advised me to speak to Trina Slade-Burks
 - d. He said there are local/regional artists interested in being involved in public art
2. Trina Slade-Burks
 - a. Founder of the **“No More Starving Artists”** foundation
 - b. Former long-time resident of Riviera Beach
 - c. She encouraged us to think broadly about what public art is and beyond only sculptures. She noted this is an opportunity for the city to raise the bar for AIPP programs and really create something special.
 - d. She noted that art is really anything that draws people in and engages them in a creative manner
 - e. She noted that there is a pool of local and regional artists to pull from and work with
 - f. She noted that working local helps the local community but also results in artists and installations that work with the current climate and may have lower overhead due to less travel, etc.
 - g. She advised me to reach out to Elayna Toby Singer who is the administrator of the PBC AIPP program for questions about costs
 - h. She is a local resource
3. Elayna Toby Singer – **Palm Beach County**
 - a. I emailed her with questions about costs of an AIPP program. No response
4. Glenn Wise, **Boynton Beach** AIPP program administrator weissg@bbfl.us
 - a. Formerly worked in Jacksonville.
 - b. Formerly did consulting work on AIPP plans.
 - c. Master Plans cost 15-60k depending on what existing information or structure you have and what you are trying to achieve
 - d. Master Plan includes visioning and prioritization. Identification of what impact you are trying to achieve and funding sources. (general fund, impact fees, developer fees, grants, etc.)
 - e. Cited AIPP programs in Pompano, Coral Springs, Delray, West Palm Beach, Jacksonville, Boynton Beach
 - f. Larger programs have budgets of 500k – 1,000,000 a year for installations.
 - g. Debbie Dubay was an AIPP consultant. Now working as municipal staff. Another resource.
 - h. It might be hard to find a local consultant for AIPP master planning

5. Laura Atria – operates under her own firm, LMN Arts, LLC., Ft. Lauderdale, FL.
Laura.Atria@copbfl.com (954) 632-3006
 - a. She works part-time with the **City of Pompano Beach** as the Public Art Program Manager
 - b. She is also contracted with the **City of Coral Springs** and the Town of Davie as the Public Art Administrator and Consultant.
 - c. She is currently writing the 10-Year Public Art Master Plan for the **Town of Davie**.
 - d. She advised that a 10-Year Master Plan normally runs between \$50k and \$100k; usually the average is \$65k - \$80k.
6. Ruby Childers, AICP – Downtown Manager – Development Services, **City of Boca Raton**
rchilders@myboca.us (561) 239-0344
 - a. She advised that a simple plan would cost about \$25,000 for a consultant to draft it.
 - b. SN: I've been in communication with her since last summer and she is eager to assist and excited to see us join in on the AIPP community.
7. Sybille Welter – AIPP Coordinator – **City of West Palm Beach** scwelter@wpb.org (561) 822-1521
 - a. She advised that the Master Plan cost will be based on the City's needs and if it includes community outreach, documentation of existing work, and pre-selection of sites.
 - b. She stated that the first public art master plan for the City of West Palm Beach was very extensive with meetings, community outreach efforts, research, locations for art, etc. and cost \$75,000.
 - c. Her recommendation was for us to decide what the master plan will provide and how our City will use it – this will provide a cost range for the final document.
8. Dawn Sonneborn – Senior Planner – **City of Palm Beach Gardens** dsonneborn@pbgfl.com
 - a. PBG does not have a Master Plan
 - b. Public Art created by developers are maintained by developers.
 - c. A portion of the City funds allocated for the AIPP program is used for contract services for the maintenance and restoration of city-owned pieces.
9. Bolivar Gomez – Planner II – **City of Port St. Lucie** bgomez@cityofpsl.com (772) 344-4326
 - a. Master Plan was recently developed, March 2021
 - b. Contract Approved November 13, 2019 with consultant, Design Local, Ltd. Located in Columbus Ohio. Copy of contract and Master Plan with Appendix in AIPP folder on Z drive.

Florida Public Art Programs

 floridapublicart.org/florida-public-art-programs/

Program Name

Art in State Buildings Program

NORTH FLORIDA

City of Jacksonville Public Art Program, administered by the Cultural Council of Greater Jacksonville

Florida A&M University, Tallahassee

Florida State University, Tallahassee

Jacksonville Int'l Airport Public Art Program

St. Johns County Art in Public Spaces

Tallahassee/Leon County Art in Public Places

University of North Florida, Jacksonville

University of West Florida, Pensacola

CENTRAL FLORIDA

Brevard County Cultural Alliance

Casselberry Arts & Culture

Clearwater Public Art & Design Program

Creative Pinellas

Gainesville/Alachua County Art in Public Places

GNV URBAN ART LLC

Greater Orlando Aviation Authority

Hillsborough County Public Art Program

Maitland

Orange County Arts & Cultural Affairs

Orlando Public Art Program

Platform Art, Inc.

St. Petersburg Art in Public Places

[Tampa Int'l Airport Public Art Program](#)

[Tampa Public Art Program](#)

[Tarpon Springs Public Art](#)

[University of Central Florida, Orlando](#)

[University of Florida, Gainesville](#)

[University of South Florida, Tampa](#)

[Volusia County Art in Public Places](#)

[City of Winter Park Public Art Advisory Board](#)

SOUTHEAST FLORIDA

[Art Life West Palm Beach](#)

[Boynton Beach Art in Public Places](#)

[Broward County Public Art & Design Program](#)

[Coral Gables Art in Public Places](#)

[Coral Springs Public Art Program](#)

[Delray Beach Art in Public Places](#)

[City of Doral Public Arts Program](#)

[EcoArt South Florida](#)

[Florida Atlantic University, Boca Raton](#)

[Florida International University, Miami](#)

[Fort Pierce Arts and Culture Advisory Board](#)

[GardensArt](#)

[Town of Jupiter](#)

[Lake Worth Arts](#)

[Martin County Art in Public Places](#)

[Miami Beach Art in Public Places](#)

[Miami-Dade Art in Public Places](#)

Palm Beach County Art in Public Places

Palmetto Bay Art in Public Places

City of Pompano

City of Port St. Lucie

St. Lucie County Art in Public Places

Tamarac Public Art Program

University of Miami, Miami

SOUTHWEST FLORIDA

City of Bonita Springs

Charlotte Arts

Florida Gulf Coast University, Fort Myers

City of Fort Myers Public Art Program

City of Key West Art in Public Places

Lee County Alliance for the Arts

Monroe County Art in Public Places

Naples Public Art Program

New College, Sarasota

Realize Bradenton

Sarasota Public Art Program

Venice Area Beautification, Inc.

THE CITY OF CORAL GABLES

MASTER ART PLAN

FIVE YEAR WORK PLAN: 2010-2014

SUBMITTED BY

MERIDITH MCKINLEY, EMILY BLUMENFELD • VIA PARTNERSHIP

TODD W. BRESSI • URBAN DESIGN, PLACE PLANNING, PUBLIC ART

SEPTEMBER 2010



**SPONSORED IN PART BY THE STATE OF FLORIDA, DEPARTMENT OF STATE, DIVISION OF CULTURAL AFFAIRS,
THE FLORIDA ARTS COUNCIL, AND THE NATIONAL ENDOWMENT OF THE ARTS**

THE CITY OF CORAL GABLES MASTER ART PLAN AND FIVE YEAR WORK PLAN: 2010 TO 2014

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I. EXECUTIVE SUMMARY

Coral Gables has a long history of incorporating civic art and special architectural features into the fabric of the City. The latest chapter in this history is the City's Art in Public Places Program, which addresses two important goals: maintaining the City's unique collection of Historic Public Art, and commissioning, acquiring and exhibiting new public artworks. Art in Public Places seeks to preserve the City's legacy, and build the City's future as a premier community for residents, businesses and visitors, a place vibrant with arts, culture and an international flavor.

The Master Art Plan and the Five-Year Work Plan are two of the important tools the City uses to manage its Art in Public Places program. The Master Art Plan provides broad direction for the art program, and the Five-Year Work Plan identifies a dozen specific projects for the City to implement over the next five years. A companion document, the *Art in Public Places Program Funding, Goals and Implementation Guidelines*, include policies and procedures for managing City-initiated public art projects, for guiding developers who have an Art in Public Places requirement, and for managing the Art Acquisition Fund and the Historic Public Art Fund.

Coral Gables' founders imagined both a "City Beautiful" and a "Garden City," with lush green avenues winding through a residential city, punctuated by civic landmarks and embellished with detailed and playful architectural features. Today's public art program seeks to build on those traditions, encouraging a vocabulary of artworks that includes landmarks, civic infrastructure and detailed texture. It encourages developers to follow this same approach in commissioning artworks, with a strong emphasis on projects that are easily accessible to the public.

The work plan focuses attention on downtown for the next five years, largely because that is where major investments in the public realm will occur, while calling attention to opportunities for integrating artwork into small-scale community projects, such as parks. The work plan also recommends the exhibition of temporary artworks in public spaces, particularly downtown, to build on the goal of making downtown a dynamic cultural and commercial center.

The plan was prepared with broad-based community consultation as well as the assistance of a steering committee, and approved by the City Commission; the process is outlined in the Introduction to the plan. The art program, as well as the planning process, are managed by the Economic Sustainability Department.

Coral Gables is joining not only Miami-Dade County but also hundreds of communities across the country in launching its Art in Public Places Program. A public art program, however, just a tool. This Master Plan charts a course for the program that recognizes Coral Gables' unique artistic heritage, and just as carefully weaves the work of artists into the fabric of the City's future.

II. INTRODUCTION

Public Art, Then and Now

Coral Gables is notable for its history of incorporating civic art and special architectural features into the fabric of the City. George Merrick, the City's founder, assembled a team of architects, landscape designers and his cousin, Denman Fink, to create a public artistry that distinguished Coral Gables from its neighbors and set an enduring standard for beauty and elegance.

More than a dozen pieces were actually designed and installed throughout the City in these early years — including monumental artworks at key gateways and at focal points along the City's major boulevards; architectural landmarks such as the Biltmore, the Congregational Church and the Venetian Pool; functional public works such as the Alhambra Water Tower and the gardens and arbors of the Country Club Prado; and integrated artworks such as Denman Fink's murals in City Hall. Recognizing the important contribution these pieces made in shaping Coral Gable's identity as "the City Beautiful," and continuing to make as long-standing icons of community art, the City of Coral Gables designated these features as important local historic landmarks in 1985.

Since that time, communities throughout the U.S. have evolved new approaches to incorporating public art in civic works. Most notable has been the emergence of the "percent for art" approach, which requires public and private development projects to assign a fixed portion of project budgets for commissioning or acquiring artworks. This approach, pioneered in Philadelphia in 1959, was adopted in Miami-Dade County in 1973, and has been embraced by many cities and counties in Florida, as well as throughout the country. Miami-Dade's Art in Public Places Program requires that 1.5 percent of the construction cost of new county buildings for the purchase or commission of artworks; as a result, more than 700 artworks have been installed at diverse sites including Miami International Airport, Metrorail and Metromover stations (including the University Station), the Port of Miami, MetroZoo, fire stations, libraries, police stations, public housing developments and community health centers.

Coral Gables' Art in Public Places Program, which took effect in February, 2010, incorporates both of these traditions. It addresses two distinct goals and funds those goals from two equally distinct sources. The first goal is to preserve and protect the City's historic public art, which, because of its age, requires attentive maintenance and conservation. The second goal is to commission and exhibit new artworks, which can create new creative and economic energy in the City. City-initiated construction projects (including projects the City undertakes in partnership with private entities) are required to contribute to the Historic Public Art Fund, while non-City construction projects (other than single family homes) of one million dollars or more are required to contribute to the Art Acquisition Fund.

Both the Coral Gables and the Miami-Dade ordinances apply within the City, and interact in a manner that must be examined on a case-by-case basis. In general, the terms of the County's ordinance are applied to City construction projects, as well. In some cases, the City's ordinance is more expansive than the County's ordinance; for example, it applies to a wider range of City construction projects than the County's ordinance does. In some cases, the City's ordinance has special provisions; for example, part of the overall set-aside for public art from City projects is placed in the Historic Art Fund. In some cases, the County's program has more restrictions; for examples, certain categories of funding must be spent specifically on the construction project that generates the funds, and cannot be pooled and spent elsewhere.

Coral Gables Art in Public Places Program has an unusual opportunity to build on both the City's and the County's traditions to build a collection that builds on the unique historic character of the City while reflecting its contemporary visual, social and economic character.

What is the Master Art Plan?

The Coral Gables Master Art Plan is one of several tools (along with the guidelines, a five-year work plan and project plans) that guides the City's Art in Public Places Program.¹ It sets out, at the broadest level, the context for the program, curatorial and programmatic goals for the programs, and priorities for commissioning or acquiring artworks.

The Master Art Plan includes a Five-Year Work Plan, which details a specific group of projects that the Art in Public Places program should consider commissioning in the coming years. The Work Plan includes a description of each opportunity and its location, goals for each artwork, and an outline of how the Cultural Development Board and Economic Sustainability Department should proceed in implementing the projects. It makes projections for revenue to the Art Acquisition Fund and sets out a projected timeline for moving forward.

The Master Art Plan and Work Plan are supplemented by guidelines for City-initiated Art projects and by guidelines for public art in private development. The guidelines detail the processes by which the Art in Public Places Program operates — approaches to selecting artists and approving projects for both City and private development projects, guidelines for using the Art Acquisition Fund, the roles and responsibilities of all parties involved in making the program work, and ongoing maintenance and documentation of the artwork. These guidelines are published as *The City of Coral Gables Art in Public Places Program: Funding, Goals, and Implementation Guidelines*.

Each project that the City undertakes will first be outlined in a Project Plan, which will be prepared by the Economic Sustainability Department and reviewed by the Cultural Development Board with the assistance of the Art Advisory Panel. The Project Plan will be a detailed outline of the opportunity and goals the City would like an artist to approach, a description of the process through which the artist will be identified and selected, and a work plan for managing the project. This will serve as a reference for anyone involved in the project along the way.

Finally, the progress of the Art in Public Places program is tracked through annual reports. Each year, the Economic Sustainability Department prepares, and the Cultural Development Board reviews, progress reports on ongoing and completed projects, and proposals for expenditures from the Art Acquisition Fund for the coming year. Each year, the Historic Resources Department prepares a progress report on ongoing and completed restoration projects, and proposals for expenditures from the Historic Public Art Fund.

The Planning Process

The Master Art Plan was developed by the Department of Economic Sustainability and the Cultural Development Board in the spring and summer of 2010, with assistance from consultants Via Partnership and Todd W. Bressi, under a grant from the State of Florida Division of Cultural Affairs.

The five-month process involved an intensive review of the existing ordinance, guidelines and related policies, touring of the City to document its visual features and study potential locations for new artworks, and conversations with a cross-section of Coral Gables civic leaders through interviews and roundtable discussions. The consulting team assembled a steering committee consisting of representatives from the Art Advisory Panel, the Board of Architects, the Planning and Zoning Board, the Historic Resources Board, the Coral Gables Garden Club, the Miami-Dade Department of Cultural Affairs and City of Coral Gables staff. The team met or conducted telephone interviews with the Mayor and City Commissioners; heads of numerous City departments; representatives of the Miracle Mile Business Improvement District, the Coral Gables Chamber of Commerce, Coral Gables Community Foundation, Fairchild Tropical Botanic Garden and the Coral Gables Museum; faculty from the University of Miami's architecture and fine arts

¹ The Master Art Plan is called for in the Coral Gables Zoning Ordinance: Article 3, Development Review; Division 20, Art in Public Places; Section 3-2002. Definitions.

departments and the Lowe Museum; and local artists, youth at art camp, business owners, developers and gallery owners. The team held an open meeting to present and review the key recommendations related to the vision, goals and projects outlined in the plan. The overall project was guided by staff of the Department of Economic Sustainability.

The Master Plan, Five-Year Work Plan and guidelines were reviewed and recommended by the Cultural Development Board; the plan and work plan were also reviewed by the Board of Architects. The plan, work plan and guidelines were approved by resolution of the City Commission on September 14, 2010.

III. THE CONTEXT FOR PUBLIC ART IN CORAL GABLES

Coral Gables: The City Beautiful Observed

Coral Gables' unique patterns of urbanism — its historic precedents in city design, architecture and public art — can inform its contemporary approach to public art.

Coral Gables, as a civic and architectural enterprise, was conceived of in the spirit of the City Beautiful movement, whose emphasis was on promoting civic grandeur and beautification, unity and harmony in urban settings. Its context, however, is unique. Unlike most City Beautiful efforts, which sought to rationalize congested nineteenth-century urban cities and promote moral and civic virtue, Coral Gables was conceived as a brand new place, developed as a real-estate enterprise in the groves and lowlands of South Florida. Additionally, Coral Gables reflects a civic design approach that is rooted as strongly in the Garden City movement — which often resulted in lower-scale, cohesively planned, newly developed communities that were considered to be apart from and antidotes to the City — as it is the traditions of the City Beautiful movement.

Coral Gables' design legacy can be experienced today in many ways. First, the City is characterized by civic elements whose monumental scale visually anchors large areas; buildings, functional structures and artworks that have an outsized presence that extends beyond the site itself. These include the historic Biltmore Hotel and the contemporary 55 Alhambra office building. To some degree, the Alhambra Water Tower, Country Club Prado and some of the City's gateways also function in this manner.

Second, there is a network of civic elements that one encounters as one moves about the City. Fountains, statues and ornamental gateways mark singular focal points, stopping points, thresholds and transitions. Just as important, these elements as a group create a sequence of related experiences, a logical sense of progression from edge to center, from neighborhood to neighborhood. In this sense, the importance of each civic monument extends beyond the value of the individual monument itself.

Third, there are networks of civic infrastructure that can be found throughout Coral Gables and that tie the City together. These range from fountains and pergolas, to canals and greenway boulevards, to lighting and sculptural features. These elements, repeated throughout the City, reinvented and reinterpreted creatively as time goes on, create a language that is unique to Coral Gables and lend a sense of familiarity wherever one encounters them in the City.

Fourth, all of these elements of civic design, no matter what their scale, feature extraordinary detail and texture. One can visit any historic green space, building or monument in Coral Gables, and the more one looks, the more one sees. This attention to detail humanizes the City and suggests a careflessness and thoughtfulness to its design.

Fifth, Coral Gables was influenced by Garden City principles as much as it was influenced by the City Beautiful movement. Consequently, the notion of the garden permeates the public spaces of the City. Boulevards such as Alhambra Circle are lavishly landscaped as green corridors; Banyan trees march along major streets such as Coral Way, University Drive and South LeJeune Road. The idea of the garden

constantly interacts with urban settings, civic places and neighborhoods; there are always surprising and creative juxtapositions of architecture, civic design and nature.

Finally, everywhere in Coral Gables there is an architecture of the imagination, a spirit of playfulness. This is a characteristic of Florida in general, and so many of its cities and tourist landscapes; nevertheless, it gives Coral Gables a special identity through its extensive, repeated and creative application. Coral Gables' founder, George Merrick, was inspired as much by his travels in Mexico and Central America as he was Mediterranean precedents, and the Mediterranean precedents for Coral Gables themselves represent an intriguing mix of east and west, Greek, Roman and Moorish cultures. Coral Gables' villages, of course, reach beyond to northern Europe, Asia and Africa for visual imagery.

Coral Gables Today

An equally important context for Coral Gables Art in Public Places program is the City today. While much of Coral Gables fabric has evolved as envisioned by Merrick and his collaborators, in many ways it is a very different city. The master planning process, and the recommendations in this plan, take into careful account current land-use patterns, plans for economic development and capital investment, and the City's cultural resources.

Population, Economic Development

Coral Gables, with 45,501 residents, has always been a cross-cultural community; as early as 1925, George Merrick coined it as "a gateway to Latin America." Bahamians who helped build Coral Gables established a community south of present-day Dixie Highway that still exists. Today, more than half the residents are of Hispanic or Latino origin, and more than a quarter are of Cuban ancestry.

The City is a major employment center, with almost as many people working in the City as living there. The City is positioned as a market for high-end office development, competing with other office submarkets centers in the Miami-Dade region. The City's hope is to attract businesses that value downtown's urban, walkable environment with cultural, retail and dining amenities, and to build on the presence of 25-plus consulates and the University of Miami to promote itself as hub for international business and culture.

Development character – Commercial areas, neighborhoods

While most of Coral Gables remains the single-family residential community that was originally envisioned, recent development patterns and the long-term zoning plan suggest that several urban cores or villages will emerge along two main axes: Ponce de Leon Boulevard / LeJeune Road between Ponce Circle Park and NW Eighth Street, and Dixie Highway between the Village of Merrick Park and Red Road.

Miracle Mile remains the retail core of downtown, while major commercial development has been taking place along Alhambra Circle, and north and south along Ponce de Leon Blvd. and LeJeune Rd. The Village of Merrick Park, which opened in 2002 about two miles south, is an outdoor mall that caters to many high-end national retailers, and the anchor for an emerging mixed-use district. Highway commercial uses line Dixie Highway, and could eventually be redeveloped into higher-density office and retail; and a neighborhood-commercial district is emerging along Red Road just south of Dixie Highway, adjacent to the Shops at Sunset Place. Relatively high-density housing can be found between Ponce Circle Park and the City's northeast gateway, at 8th Street, as well as around the Village of Merrick Park. These are all areas where future development could generate Art in Public Places requirements.

The City's infrastructure is well established and capital budgets are small, with most funds allocated to water, sewer and street improvements. Construction of streetscape improvements on North Ponce de Leon Boulevard is underway, and plans for upgrading the Miracle Mile Streetscape. There are modest plans to acquire open space and build new parks, and discussions of replacing City-owned garages

downtown through public–private partnerships. Aside from those potential projects, all of which could be considered as opportunities for future City-initiated public art projects, no major public facilities are planned in the next five years.

Cultural Character

Miami-Dade County is one the most unique cultural communities in the U.S., because it is a crossroads for people from North, Central and South America, and the Caribbean Islands, especially Cuba. The Miami-Dade Art in Public Places program is vigorous, as are the County’s various design districts, art museums, performing arts complex, and international art gatherings, notably Art Basel Miami each winter.

Coral Gables is re-emerging as a unique cultural cluster within the region, with the opening of the Coral Gables Museum and the Coral Gables Art Cinema. Though galleries and design-oriented businesses seem to be shifting to areas such as Wynwood and the Design District in Miami, the Fairchild Tropical Botanical Garden has become an important exhibitor of permanent and temporary sculpture.

Principles for Art in Public Places in Coral Gables

The slogan “Coral Gables, the City Beautiful,” offers rich and complex implications for the City’s Art in Public Places Program. It asks us to reflect on more than the City as a historical artifact, or the embodiment of a simple style. It asks us to consider a complex interaction between architectural design, human experience, nature and urbanism; between the structure of formal city patterns and the playfulness of the elements that occupy that structure.

There are several key principles that can help Coral Gables develop a rich approach to public art and civic design going forward.

First, in choosing sites for artworks, and in studying how artworks relate to sites, it is important to consider broader urban relationships and patterns.

More specifically, it is important to consider how an artwork relates not only to its immediate site, but how it gathers in and holds the space that surrounds or frames the site. It is important to understand how an artwork will be viewed in an evolving context, as it approached from different directions, and how its relationship to its context changes as the position of the viewer changes. And it is important to consider how a site or an artwork relates to other artworks and civic monuments throughout the City, and how a new artwork will extend sequences and networks that already exist.

Second, in choosing sites for artworks, it is important to consider that successful artworks depend on well-designed sites that were conceived with the inclusion of artwork. Many of the potential locations for artworks in Coral Gables make sense for functional reasons — they serve as gateways or focal points for circulation — but the sites may not yet be amenable to the addition of public art.

Third, in considering opportunities for art projects and the concepts that artists propose, it is important to consider that even in Coral Gables civic design elements and artworks can be found in a variety of voices, approaches and scales.

For example, the types of artworks in Coral Gables range from collaborative and integrated, to independently executed sculptural monuments, to ornamentation, to temporary displays of contemporary work. Throughout the City, design comes in multiple voices; there are projects that are historical, projects that are playful, and projects that now seem part of the fabric of the City but which were modern, and cutting edge, for their time. On Miracle Mile, one can find ceramic tile ornamentation in the Art Nouveau style, which in its time was an innovative and sometimes controversial exploration of natural motifs in urban architectural ornamentation.

Together, these principles allow for the wise investment of public art resources in projects that respect the tradition and fabric of the City, while allowing for creative expression that reflects its contemporary cultural, economic and development character.

IV. VISION, GOALS AND CRITERIA FOR ART IN PUBLIC PLACES

When the City Commission established Coral Gables' Art in Public Places program, it set out the following overarching goal:

It is the intention of this program to preserve the City's artistic heritage, enhance its character and identity, contribute to economic development and tourism, add beauty and interest to public spaces and increase opportunities for the public to experience and participate in the arts through the acquisition and installation of world-class art in publicly accessible areas.²

Through the master planning process, this overarching goal has been expanded to include a vision for the program and more specific curatorial and programmatic goals for the next five years.

Vision for the Coral Gables Art in Public Places Program

The City of Coral Gables Art in Public Places Program will commission and exhibit public artworks that give new voice to Coral Gables' unique traditions of civic design, architecture and urbanism, and strengthen Coral Gables as a place to live and do business.

Goals for the Coral Gables Art in Public Places Program

Curatorial Goals

- The City of Coral Gables Art in Public Places Program will commission and exhibit permanent and temporary artworks that:
- Build on Coral Gables' identity as "a unique city of artistry and beauty";
- Interpret Coral Gables' civic and architectural traditions, and its historic urbanism, with a fresh eye and contemporary voice;
- Enrich the public environments, such as civic spaces and pedestrian streetscapes, that citizens, employees and visitors experience in Coral Gables;
- Extend the tradition of creating artistically designed public monuments at key locations throughout the City;
- Facilitate the introduction of artistically-designed "civic infrastructure" that further defines with distinction the public realms of streets and squares;
- Promote the integration of artwork into the fine-grained details of public works and private development;
- Establish the City as a leader in the region's vibrant visual arts community and facilitate projects that garner national and international acclaim; and
- Reflect, with quality and sophistication, the international cultural and economic currents that are unique to the region.

Programmatic Goals

The City of Coral Gables Art in Public Places Program will develop the professional, financial and programmatic resources that will enable it to:

- Organize significant permanent commissions in locations of high visibility and civic importance;
- Encourage developers to commission artworks that enhance the pedestrian experience of streets, sidewalks and public spaces;

² Coral Gables Zoning Ordinance: Article 3, Development Review; Division 20, Art in Public Places; Section 3-2001, Purpose.

- Create, when appropriate, new public art in new community facilities built and operated by the City;
- Build the necessary capacity and partnerships for mounting exhibitions and curating platforms for changing art in the pedestrian-centered downtown core;
- Establish a more predictable, dedicated stream of public art funding;
- Develop ongoing planning and creative relationships with City agencies and civic organizations that shape the public and private realm;
- In collaboration with the Historic Resources Department, support the City's goal as a steward of the City's traditional civic art and artistic heritage; and
- Promote an appreciation, understanding and awareness of visual arts in the public environment.

Criteria for Prioritizing Public Art Commissioned or Acquired with the Art Acquisition Fund

The following criteria were used to evaluate the many potential public art projects in the City of Coral Gables and ideas that were raised during the master planning process. These criteria helped to determine whether it was appropriate to include the project in the plan, what its priority should be, and what the goals and approach to the project should be. These criteria are not weighted; some might assume more importance than others because of circumstances (for example, some projects will become a priority, in terms of timing, over others because they are tied to capital projects or other civic initiatives that are on a specific timeline).

Whenever a project plan is being developed, these criteria should be reviewed. The criteria can also be used to evaluate new project opportunities that emerge after the approval of this Master Art Plan, and each year as an Annual Report of proposed projects is being prepared.

Urban Design/ Visibility and Use

- Is the proposed location highly visible?
Give higher priority to locations that are busy with traffic and that can be easily seen.
- Is the proposed location accessible to pedestrians?
Give higher priority to locations that can be experienced by pedestrians, as well as people driving by.
- Is the general area of the City one that is used by a diverse cross section of people who live and work in Coral Gables?
The more different groups of people who use the area, the higher priority the project should have.

Urban Design / Site Relationships

- Does the design of the site create an effective visual relationship between the site and public art?
Give higher priority to sites that are designed with art in mind, and then to sites whose scale and surrounding landscape and urban pattern are amenable to the placement or integration of art.
- Is the artwork in an area of the City that is relatively distinct?
Give higher priority to projects that reinforce a strong area-wide design context than to projects in places that do not have a strong design context.

Urban Design / Project Types

- Does the project introduce or extend a system of "civic infrastructure"?
Give higher priority to projects that give visual distinction to a network of civic infrastructure, such as lighting, throughout an area of the City.

- Does the location continue the Coral Gables tradition of marking important visual nodes and thresholds?

Give higher priority to projects that (a) mark entries into the City or downtown, (b) support the evolution of sequences of artworks along well-traveled routes and (c) mark the crossing of important infrastructure (roads, canals).

Policy

- Does the opportunity support other community initiatives or priorities?

Project Management

- Can the project be integrated with, coordinated with or created concurrently with a capital investment?

Projects that can be related to ongoing site improvements/capital projects should be given a higher priority than projects that cannot.

- Is there a sufficient budget for the project?

Artworks should be given sufficient budgets. Give highest priority to projects where funding can be identified that is adequate to the opportunity at hand.

- Is there sufficient time for artist selection, design and fabrication?

When applicable, give higher priority to projects for which the selection, design, fabrication and installation schedule meshes appropriately with the related capital project.

Creative

- Does the opportunity bring diversity to the City's public art collection in terms of media, artistic discipline, and artistic approach?

It is important, in all cases, for artworks to be of an approach and media that are appropriate and sensitive to the specific site and the City's overall design traditions. However, higher priority should be given to projects for which an approach and/or media that expands the City's vocabulary of visual art and materials is warranted.

- Will the opportunity result in an excellent artistic outcome?

Does the opportunity lend itself to an artistic approach? Or would it best be addressed in another way? Will it inspire an artist to create a high-quality work of art?

V. PUBLIC ART STRATEGY

Coral Gables' historic civic art and architecture were commissioned to define the identity of a City that was rapidly building itself in the groves and glades of South Florida. Today's Art in Public Places Program must consider the context of the City today — a place that is strengthening its position as an international office/retail center while stimulating a diverse new arts and culture sector, a place that is absorbing its identity as a multi-cultural community while preserving its City Beautiful and Garden City legacies.

The following recommendations outline general approaches to commissioning and acquiring Art in Public Places throughout the City. The recommendations describe a broad framework of project types that will help new artworks fit into the City while allowing for a range of regional, national and international artists to bring their creative vision to Coral Gables.

Project Types for Coral Gables

Over time, the Coral Gables Art in Public Places Program should focus on creating a vocabulary of projects that is recognizable in the context of the City's historic urban pattern, but also allow for the infusion of ideas and energy from contemporary artists from the region and beyond. These project types apply both to commissions from the Art Acquisition Fund and commissions by developers in fulfillment of their AIPP requirement.

Civic Monument Projects will carry on the tradition of installing significant artworks, often fountains, towers or gateways, at key locations in the City, such as major entryways or intersections. These new monuments will relate to the existing series of monuments to extend the patterns of art, public space and architecture people experience as they move about the City. *Civic Monuments* will usually be larger-scale projects with bigger budgets that might take several years to accumulate.

Civic Infrastructure Projects will involve features, often functional, that are repeated throughout the City (or an area of the City) and will help create a unique identity for the City overall. These features could include standard artist designs placed throughout the City (referring to precedents such as the masonry motifs and lighting elements found on historic monuments), or they could include a variety of unique features that have a similar scale and placement (referring to precedents such as small fountains and arbors). Because of their nature, *civic Infrastructure* artworks will usually be smaller projects, which will be commissioned either in conjunction with a capital project or on an incremental basis as funds allow.

Place Texture Projects will add detail and beauty to buildings and streetscape elements as they are experienced by pedestrians. Artists can be asked to create functional or ornamental elements for buildings and adjacent public spaces. Most of these projects will involve building facades, so they will be initiated and undertaken by developers, property owners and businesses. These projects could include mosaic and tile, metalwork and glass, lighting or signage. Other projects could include café rails, planters, gates, waste receptacles or seating.

Temporary Exhibitions will present time-based exhibitions, either at several sites focused in one area of the City, or at specific locations where rotating artworks are presented. The exhibitions will change periodically and will create a sense of freshness and energy that attracts people to make repeated visits to Coral Gables.

Community Projects. Coral Gables maintains a wide network of community open space and recreation facilities, and occasionally builds new parks and playgrounds. In addition to the above projects, the Art In Public Places Program will commission artworks in conjunction with the construction or renovation of parks and recreation facilities. Public art in community facilities should be focused on creating artist-designed functional elements, such as seating, shade structures, play features, fences and gates. When park construction projects are funded with Dade County GOB or SNP funds, and include a building or

buildings, the project must also meet the requirements of Miami-Dade County's Art in Public Places Program.³

Short-Term Opportunities for Artworks

The Five-Year Work Plan that follows this section calls out the following near-term opportunities for artworks and includes a detailed description of how each opportunity could be pursued.

Civic Monuments

- Segovia Traffic Circles (Biltmore, Coral Way)
- Ponce Circle Park
- Miracle Mile West Gateway

Civic Infrastructure

- Miracle Mile Garden Rooms
- Miracle Mile Kiosks
- Miracle Mile / Ponce de Leon Sidewalk Insets
- Giralda Avenue
- Shade Structures

Place Texture

- Artist Roster

Temporary

- Paseo Galleries
- Temporary Exhibitions

Community / Parks and Recreation

- 4650 Alhambra Circle
- 5028 Maggiore Street

Long-Term Opportunities for New Civic Monuments, Civic Infrastructure and Temporary Exhibitions

The City's original vision of marking major gateways, corridors and public facilities with civic artworks that are characterized by both monumentality and attention to design detail remains remarkably compelling, and there are many places throughout the City where it is easy to image that vision being extended.

Following are key opportunities that should be monitored by the Art in Public Places Program. They were evaluated during the master planning process, but are not priorities for the Art in Public Places program for the next five years for various reasons, such as:

- they are not in high visibility areas, or because they are not related to current City economic development,
- the settings are not yet appropriate for investment in public art and should be considered only if public capital projects or private redevelopment take place.

Nevertheless, these locations should be monitored as potential opportunities for integrating newly commissioned artworks into construction projects, and as priority locations for placing donated artworks.

North Ponce Corridor (Miracle Mile to Douglas)

³ Miami-Dade County Ordinance No. 94-12

This corridor was called out in the Coral Gables Charrette as a place where civic monuments might be located in open spaces that are redesigned or reconfigured through future streetscape projects.

LeJeune Road Downtown Gateways

Along LeJeune Road, the perceptual gateways to downtown are approximately at Alhambra Circle (heading south) and University Avenue (heading north). These are potential locations for gateway artworks, should opportunities arise related to City capital projects or private development in those areas.

Coral Way West Gateway (at Country Club Prado, past Red Road)

Though there is a traditional gateway element at the intersection of Coral Way and Red Road, the south end of Country Club Prado (through which Coral Way passes) is a major civic space without an artistic monument. An artwork here could balance the gardens and fountains at the north end of the Prado.

Segovia Corridor (University to Biltmore)

The City is undertaking this streetscape project. The planning and design process should consider the opportunity for new artworks, particularly at intersections such as Riviera Drive and University Drive.

University Avenue Corridor (Ponce de Leon to Bird)

University Avenue was always envisioned as one of Coral Gables' most important cross-cutting streets, a direct connection between its commercial core and the university. Over the years, it could be embellished with landmark artworks at intersections such as Ponce de Leon Boulevard, LeJeune Road, Segovia Avenue, Granada Avenue and Bird Road.

Coral Gables Public Library Area

The Coral Gables Library, an elegant modern icon, sits within a lushly landscaped site at the intersection of University Drive and Riviera Drive. Because of its usage and proximity to two major corridors (University Drive, Segovia Avenue), it could be the location for a permanent civic artwork, or for temporary art exhibitions. A temporary exhibition could be arranged independently or in conjunction with a program downtown. There are currently three sculptures on exhibit at the site; they are in need of conservation and might need to be relocated if new artworks were considered.

Granada / University / Bird

This intersection marks the confluence of three major streets. A canal bridge (recently reconstructed by Miami-Dade County) and public park are located here — one of the few spaces in Coral Gables with direct public view of the canal systems. This area is suitable for artworks related to the intersection, canal, park or bridge.

Alhambra / Coral Gables Canal

Two bridges — one for traffic, one for pedestrians — mark the crossing of one of Coral Gables' most important connecting streets and the canal system. South of the bridge is a small public space. Though this is a residential area, a small a civic marker would be appropriate.

Merrick Park Traffic Circle on Ponce de Leon Blvd.

This traffic circle marks the entry into the Village of Merrick Park as one approaches from Dixie Highway. It is about the same scale as the Segovia/Coral Way traffic circle. It is a prominent location for a permanent monumental artwork, or for a temporary exhibition. A temporary exhibition could be arranged independently or in conjunction with a program downtown. This traffic circle is generally of lower priority for permanent or temporary installations than those downtown.

Metrorail Corridor / Bike Path

The Miami Metrorail passes through Coral Gables on an elevated viaduct parallel to Dixie Highway. Underneath the viaduct, for much of its length, is a green space and bike path. This could be an interesting space for linear, temporary art exhibitions. It is not a current priority, however, because of its lack of visibility compared to other opportunities.

Dixie Highway Gateways (areas near City boundary)

Two of the most highly-travelled entrances into Coral Gables are on Dixie Highway, U.S. 1, a six-lane regional arterial that not only serves the City but also carries very high volumes of through traffic. For the most part, the highway is lined by auto-dependent commercial uses, except for where it fronts the University of Miami and Metrorail stops. There are no civic spaces with a strong identity. As redevelopment occurs at the City thresholds, around 37th Rd SW and Red Rd, consider opportunities for integrating landmark gateway artworks. This is not a current priority because the gateway settings, as they are now, are not visually conducive to investment in public artworks.

Cartagena Circle and Loretta Sheehy Park

These public spaces are opposite each other on the canal system and are joined by a bridge that carries LeJeune Road across the canal. This area is busy with traffic and highly visible. These are prominent locations for permanent monumental artworks, or for a temporary exhibition. A temporary exhibition could be arranged independently or in conjunction with a program downtown.

Downtown Parking Garages

There are discussions about reconstructing several of the City-owned parking garages downtown, potentially as a public-private partnership. Any reconstruction of these garages would trigger both the City's and the County's Art in Public Places ordinances, which would result in money being paid to the Historic Art Fund. However, the garages will be important civic buildings and gateways, of sorts, to downtown and Miracle Mile, and are therefore key opportunities for new public artworks.

Partnerships and Collaborations

Successful implementation of projects in this Work Plan will require several types of partnerships to supplement the resources and professional staff of the Economic Sustainability Department.

Stakeholder partnerships means including organizations that represent the stakeholders in an area. For example, projects along Miracle Mile could involve the Miracle Mile Business Improvement District. Projects under the elevated Metrorail line could involve Miami-Dade Transit.

Creative and technical partnerships means working with arts organizations, curators and other design professionals who can help complete projects. For example, a temporary exhibition might be organized by a consulting curator, who will have access to a certain genre of artists; or, a consulting engineer might assist the City by reviewing construction and permitting details for a permanent sculpture.

Financial partnerships means working with collectors, businesses, galleries and philanthropies that can support AIPP through sponsorships and other financial support.

VI. PUBLIC ART IN PRIVATE DEVELOPMENT

Private Development Strategy

Developers in Coral Gables are required to support the Art in Public Places program by making a contribution to the City's Art Acquisition Fund, installing artwork on the site, or donating artwork to the City. This requirement applies to all construction and renovation projects that cost one million dollars or more, except for single-family houses and projects at the University of Miami.⁴

The City's primary goal should be, to the extent possible, to negotiate agreements with developers to contribute to the Art Acquisition Fund in support of the projects outlined in the Five-Year Work Plan. Developer in-lieu fees are a critical resource to build a collection of significant artworks that provide a broad public benefit.

Goals for Public Art in Private Development

For developers who wish to install art on site, the City's goal should be to support:

- the City's overall public art goals and requirements, as expressed in the public art master plan and articulated more thoroughly in the guidelines for public art in private development, and
- the City's design goals as expressed in its comprehensive plan, zoning code and any other adopted planning documents.

Priorities for Public Art in Private Development

Developers should strongly consider the following priorities for public art in Coral Gables when determining how to incorporate public art in their projects. These priorities apply throughout the City:

- *Civic Monuments and Infrastructure.* Create signature art projects that carry on Coral Gables' civic art tradition and are synonymous with the identity of the City. These projects could be sculptures, fountains, pergolas or other functional architectural elements that are set into publicly-accessible open spaces. They should be located in reference to important visual and movement corridors that connect the site to other areas of the City, and should anchor publicly-usable spaces.
- *Public Pedestrian Environments.* Embed streetscapes and public spaces with a level of artistry, beauty and visual texture that build on Coral Gables' tradition of richly detailed design and that encourage pedestrian activity. These projects could include architectural features on facades or within arcades, functional streetscape elements or sidewalk surface treatments; or artistic landscape treatments. They should mark the transition between the building and the public realm.
- *Quality Artwork.* Artworks should be of quality design and appropriate materials, with attention to detail.

Visual Guidelines for Public Art in Private Development

Developers should strongly consider the following approaches to incorporating public art in their projects. These guidelines apply throughout the City:

- Consider art that is integrated into architectural, landscape and streetscape design. Coral Gables has a tradition of involving artists in the early design and planning of buildings and landscapes. When a

⁴ This requirement is based on ordinance #2010-01, passed by the City Commission on February 10, 2010, which amended ordinance #2007-37, "Art in Public Places," passed by the City Commission on December 11, 2007.

developer is seeking an integrated approach, artists should be involved early in the design process. They could be full collaborators on the design team, create site-specific artworks in locations identified in collaboration with the designers, or create ornamentation for structures.

- Consider key sight lines. Coral Gables has a tradition of punctuating views along important streets with civic monuments. Artists, design teams and developers should consider the relationship of their site to key visual and movement corridors, and keep in mind views of the site from the surrounding streets when evaluating the best location for civic monuments.
- Consider sequential views. Coral Gables has a tradition of organizing civic monuments and spaces as a series of experiences that create a cumulative impression as one moves about the City. Projects should be sited with an awareness of how each individual project is part of a sequence of experiences that people will have as they move about Coral Gables; the context for a project extends far beyond the site.
- Public art must be visible to the public at ground level. Coral Gables has a goal of enhancing its economic sustainability by strengthening pedestrian activity downtown. Public art should clearly enhance the pedestrian experience of ground-level publicly accessible spaces, such as streets, paseos, arcades that are open to the street, and squares.

Therefore, while artworks are welcomed in lobbies, interior courtyards, portes cocheres, and other semi-private spaces, artworks in those locations will not be considered as fulfilling the City's public art requirements, except in unusual circumstances. These spaces are not part of the public realm of Coral Gables. Artworks at the top of buildings, while potentially important to the cityscape, will also not be considered as fulfilling the City's public art requirements, except in unusual circumstances, because of the priority placed on the ground-level experience of the City.

VII. FIVE-YEAR WORK PLAN

The Five-Year Work Plan sets out specific projects — new commissions and exhibitions — that the Art in Public Places Program will seek to undertake over the next five years (Table 1). It classifies each project in terms of urgency, outlines potential budgets, and describes the steps that should be taken to implement each project.

The projects recommended here are based on an analysis of a wide range of opportunities throughout the City, and an evaluation of each opportunity in relation to the priorities outlined earlier in the plan. Over the next five years, the priority of specific projects may change, or the list of projects may change, particularly if there are changes in the City's or the County's capital plans.

These projects would largely be funded through the Art Acquisition Fund, with funds from developers who chose to pay a public art in lieu fee as well as with additional contributions. Most will require partnerships with stakeholders, for curatorial or technical purposes, or for additional funding.

Art in Public Places, Downtown Projects

Downtown will be the major focal point for public art commissions and exhibitions in Coral Gables over the next five years.⁵ This is because:

- Downtown is where the most significant capital projects are being planned or discussed — key opportunities include proposed reconstruction of the Miracle Mile streetscape and of Ponce Circle Park. For both projects, it is still possible to integrate artist concepts into the overall design.
- Downtown, as a significant nexus of new development, will provide the largest amount of the resources the City will have for public art commissions and exhibitions.
- Downtown, as the center of gravity for business and retail activity, will most immediately benefit from additional amenities that attract businesses and visitors.
- Downtown can sustain the visitorship and parking that public art projects can generate, better than outlying residential neighborhoods.

The projects recommended here represent not only the highest priority and most feasible opportunities, but also a carefully organized group that will strengthen the distinctiveness of different street and areas downtown, and which will encourage walking connections between different areas downtown.

Within downtown, the Art in Public Places program will focus on several types of projects, which are balanced to achieve a range of goals that very much carry on Coral Gables' traditions of design and urbanism: create visible icons for downtown, strengthen the unique identity of specific streets (such as Miracle Mile), and beautify the pedestrian environment. Artworks downtown will come from all of the recommended categories; civic monuments, civic infrastructure, place character and temporary exhibitions.

Art in Public Places, Community Projects

The City has recently acquired property to develop two additional neighborhood parks. The first site, at 5028 Maggiore, is approximately 21,000 square feet. A conceptual plan for this park includes a small playground and a walkway. The second site, 4650 Alhambra Circle, is also approximately 21,000 square feet, but does not yet have a conceptual plan. Both are likely to move forward within a year or two.

⁵ For the purposes of this discussion, downtown is generally considered to be the area including LeJeune and Douglas, Almeria and Minorca. In addition, some of the recommendations extend beyond that area to the perceptual thresholds of downtown, including Alhambra Circle and Douglas, Ponce Circle Park, the Segovia/Coral Way and Segovia/Biltmore intersections, and the blocks of Ponce de Leon Boulevard north to Sidonia.

Over the course of this five-year work plan, if additional new parks are scheduled for construction or if other parks are scheduled to be renovated, then opportunities for public art should be considered.

Anticipated Resources

An analysis of potential revenue from the private development requirement for Art in Public Places estimated that in a typical year, developers would pay on average \$175,000 per year in Art in Public Places Fees.⁶ That amount could be increased by several hundred thousand dollars in a typical year if the City were able to persuade developers to pay the fee rather than to seek a waiver by commissioning or acquiring art on their own.

This would amount to \$875,000 over five years, compared to a total estimated cost of \$2,650,000 for all projects described in the Work Plan (Table 2). Overall, the City would have to secure slightly more than \$530,000 per year from developers to fund the entire Work Plan. Table 3 indicates additional fundraising strategies for projects in the Work Plan.

⁶ This analysis was prepared as part of the background analysis for this master plan. A summary can be found in an appendix to this plan.

Table 1: Index of Recommended Public Art Projects (Projects Un-prioritized)

Project	Type	Budget Considerations	Project Description
1. Segovia Roundabouts	Civic Monument	<p>BUDGET: \$350,000 minimum per project without water feature \$500,000 minimum with water feature</p> <p>TIMING: Can proceed whenever the City is ready.</p>	The two roundabouts could be considered a single project with a single artist, or could be two separate projects. However, if two separate projects, consideration should be given to the relationship between the two works. Consideration should also be given to the relationship between the artwork and the surrounding buildings, open space, civic markers and, if applicable, future adjacent development projects.
2. Ponce Circle Park	Civic Monument	<p>BUDGET: \$750,000 minimum for public art, depending on approach</p> <p>TIMING: Dependent on overall project schedule and direction.</p>	<p>There are several possibilities:</p> <ul style="list-style-type: none"> Involve an artist as a full member of the design team in the Park redesign. This could be accomplished through commissioning an artist separately to work with the designated landscape architect, engineer and/or architect team or by structuring a competition that asks artists and landscape architects, engineers and/or architects to team up when submitting qualifications. Commission an artist to create a fountain honoring the quincentennial anniversary of Ponce de Leon's discovery of Florida. Commission an artist to create other elements in the park.
3. Miracle Mile Gateway West	Civic Monument	<p>BUDGET: Short term, \$50,000 to \$75,000 minimum Long term, up to \$500,000 for artwork or artistic enhancements</p> <p>TIMING: Artist should be selected so artist is under contract during finalization of design of the streetscape. Timing of installation would depend on location and approach.</p>	<p>Near-term: If the intersection design remains as it is currently, then commission an installation that combines sculptural form, light, and/or water to create a gateway to Miracle Mile. This installation could be in place for anywhere from 3-10 years.</p> <p>Long-term: Pursue a comprehensive strategy to redesigning the intersection of LeJeune, Biltmore, Coral Way, Miracle Mile, and the surrounding spaces, and incorporate gateway civic artworks into that design. The artwork could be integrated into the overall design, or be a singular feature.</p>
4. Garden Rooms	Civic Infrastructure	BUDGET: \$35,000 above base budget per space, up to 20 spaces	Engage an artist, or a team of artists, to develop special artistic enhancements for the intersections and mid-block crosswalks along Miracle Mile. The artists could work with hardscape, functional elements or structures, plantings, sculpture, or any

		TIMING: Artist should be selected so artist is under contract during finalization of design of the streetscape.	combination. Their work should proceed collaboratively with the revised design work for Miracle Mile, and to the extent possible their concepts should be integrated into the revised design. (Other elements might be added independently.)
5. Urban Kiosks	Civic Infrastructure	BUDGET: \$10,000 per kiosk; up to eight kiosks.	Develop artist-designed kiosks that serve as functional elements along Miracle Mile, either for valet stands or for some other use determined through the Miracle Mile streetscape study (newsstands, cafes).
		TIMING: Can proceed whenever the City is ready.	
6. Sidewalk Insets	Civic Infrastructure	BUDGET: Design fee minimum of \$30,000, plus a minimum cost of \$200,000 over and above the baseline budget for sidewalks	Develop artist-designed elements that are integrated into the sidewalk designs and, potentially, the crosswalks along Miracle Mile and Ponce de Leon Blvd.
		TIMING: Artist should be selected so artist is under contract during finalization of design of the streetscape.	
7. Paseo Galleries	Civic Infrastructure	BUDGET: Near term, Up to \$20,000 per paseo (for installation of light boxes, if this direction is pursued). Up to \$10,000 per exhibition. Long term, \$75,000 minimum per paseo.	Near-term: In current Paseo environment, create a system of exhibitions and displays that conveys the sense of coordinated intent and curating throughout all the paseos leading to Miracle Mile. Long term: Enhance redesigned and reconstructed paseos with integrated artworks. <i>Note, not all paseos are City-owned and projects would have to proceed with participation of building and business owners.</i>
		TIMING: Can proceed whenever the City is ready.	
8. Giralda Avenue	Civic Infrastructure	BUDGET: \$75,000 minimum depending on support structure/ engineering needs	Commission artist-designed lighting elements that strengthen the sense of the street as an urban room.
		TIMING: Can proceed whenever the City is ready	
9. Artist-Designed Façade and Streetscape Enhancements	Place Texture	BUDGET: None, just Economic Sustainability staff time	Create a roster of artists available to create small-scale artist-designed façade and streetscape enhancements. Make this roster available to building and business owners at no cost. Building and business owners would commission artists to create projects that add detail, texture and beauty to buildings and streetscape elements as they are experienced by pedestrians. These projects could include mosaic and tile, metalwork and glass, lighting or signage.
		TIMING: Can proceed whenever the City is ready.	

10. Temporary Exhibition	Temporary	BUDGET: Depends on scale and partnerships. Can range \$30,000 to up to \$150,000 per exhibition	Collaborate with curators, cultural institutions, collectors or galleries to organize and present periodic exhibitions of existing work by a single artist or multiple artists. Temporary exhibitions should focus on specific locations, or zones, within downtown Coral Gables. Within these zones, each exhibition should be located in the sites that best fit with the type of work being displayed.
		TIMING: Can proceed whenever the City is ready. Dependent on availability of partnerships	The Core Zone allows viewers to experience multiple works of art on a single journey downtown, as an exhibition, not just a singular installation. These sites are mostly pedestrian oriented. The Gateway Zone allows for temporary installations that mark the entrances to downtown, and serve as a 'teaser' for the larger exhibition in the Core Zone. These sites are both pedestrian and car oriented. Note: zones are indicated on overall projects map.
11. Neighborhood Parks	Community Facility	BUDGET: Minimum of \$10,000 and up to \$50,000 per park	Commission artists to develop artistic functional elements within parks. Consider imaginative play spaces, park furniture, decorative fencing or gates, and decorative paving treatments and retaining walls.
		TIMING: Dependent on schedule of park projects	
12. Shade by Design	Civic Infrastructure	BUDGET: Minimum of \$5,000 each	Artists and design teams should be recruited from an open call. They should be selected based upon qualifications. Once selected, the artist / design team would develop a concept design for review and approval. A small group of artists should be selected at the outset, and assigned shade structures as opportunities arise.
		TIMING: Can proceed whenever the City is ready.	

Table 2: Implementation Strategy

Project	Year 1 \$\$\$	Year 2 \$\$\$	Year 3-5 \$\$\$
Anticipate needing artist on board Sept-Dec, 2010:			
Miracle Mile West		\$75,000	
Miracle Mile Garden Rooms	\$280,000		
Miracle Mile Sidewalk Treatments	\$230,000		
Anticipate needing artist on board Sept 2010 – June 2011:			
Ponce Circle Park	\$10,000	\$10,000	\$730,000
Flexible, consider in 2011 or afterwards:			
Miracle Mile Kiosks		\$80,000	
Giralda Avenue Lighting		\$85,000	
Paseo Galleries (start up costs, exhibitions)		\$20,000	\$30,000
Temporary Exhibitions (\$50,000 per year)		\$50,000	\$150,000
Shade Shelters		\$30,000	
Flexible, long term (2012 or later)			
Segovia Roundabouts			\$700,000
Neighborhood Parks			\$100,000
Totals	\$520,000	\$450,000	\$1,710,000

Table 3: Potential Funding Sources

Project	Art Acquisition Fund	City Capital Budget	City Marketing Funds	BID	Local Businesses	Sponsorship
Miracle Mile West	x		x			
Miracle Mile Garden Rooms	x	x				x
Miracle Mile Sidewalk Treatments	x	x				
Ponce Circle Park	x	x				x
Miracle Mile Kiosks	x		x			x
Giralda Lighting	x		x			x
Paseo Galleries	x		x			x
Temporary Exhibitions	x		x			x
Segovia Roundabouts	x					
Shade Structures	x					x
Neighborhood Parks	x					

1. Segovia Roundabouts

Project Recommendation	Segovia Roundabouts <i>Intersection of Segovia and Coral Way</i> <i>Intersection of Segovia and Biltmore Way</i>
Reference to Related City, County Project or to Miracle Mile Study	Major Public Roundabouts Completed in late 2009 and early 2010, respectively, the City has constructed new roundabouts at the intersections of Segovia Street and Coral Way and Segovia Street and Biltmore Way intended to calm traffic and ease the rush hour commute.
Description > Project Type > Analysis of Site > Art Opportunity	Project Type: Civic Monument Analysis of Site: The new roundabouts are located at an important location in the City: the transition between residential Coral Gables to the west and downtown to the east. In Coral Gables, roundabouts have typically been a location for major civic monuments, such as the DeSoto Fountain. As a pairing, the roundabouts create a sense of sequence as you drive or walk past them, and of evolving views as you approach the roundabouts from different directions. Art Opportunity: The Segovia roundabouts are ideal locations for new civic monuments. The two roundabouts could be considered a single project with a single artist, or could be two separate projects. However, if two separate projects, consideration should be given to the relationship between the two works. Consideration should be given to the relationship between the artwork and the surrounding buildings, open space, civic markers and, if applicable, future adjacent development projects.
Public Art Goals	<ul style="list-style-type: none"> • Create two new civic monuments that mark the transition between residential Coral Gables and downtown and relate to each other visually. • Create a contemporary artistic expression of a civic monument at a scale that is readable from at least a 3 block distance and from a moving car. • Compliment the roundabouts' traffic calming, safety and traffic flow goals. • Create an enhancement and recognizable landmark for neighboring residences and businesses. • Raise the profile of Segovia Street as a major north-south corridor.
Implementation Considerations > Critical Path > Artist Selection	Critical Path: <ul style="list-style-type: none"> • Prioritize opportunity for funding • Determine if one artist or two • Determine if proceed with design, fabrication and installation of both at the same time • Determine if will include water feature element • Develop a Project Plan • Commence with a request for qualifications to select an artist. Interview finalists and make a recommendation based upon qualifications and the interview. • Artist fabrication and installation Artist Selection: Artists should be selected based upon qualifications and an interview. Once under contract, the artist would develop a concept design for

	<p>review and approval. Artist selection should not proceed until the total budget for design, fabrication and installation of at least one of the roundabouts is available in the Art Acquisition Fund or otherwise.</p> <p>If a single artist: Commission the selected artist to develop a concept design for the roundabouts. The artist should consider the two roundabouts as a single site. Once the concept design is approved, final design, fabrication and installation for each roundabout could proceed on different timelines should funding for both not be immediately available.</p> <p>If two artists: Commission the two selected artists to develop concept designs for the roundabouts. If funding is available, conduct the artist selection and concept review for both works concurrently so consideration can be given to how the works relate to one another. Proceed with final design, fabrication and installation for the first roundabout, or both if the funds are available.</p> <p>The artist would be responsible for all aspects of design, fabrication and installation. The artist would hire the appropriate engineers to assist with the design of the foundation, lighting, water elements, and other aspects of the artwork, as required.</p>
Budget Estimate	Minimum of \$350,000 per circle (no water feature) or \$500,000 per circle (water feature).

2. Ponce Circle Park

Project Recommendation	Ponce Circle Park
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Civic Monument, Integrated Place Design</p> <p>Analysis of Site: Ponce Circle Park, one of the most significant downtown public spaces originally planned by George Merrick, is now a modest space, with limited seating and a small fountain, and used occasionally for music/art events and festivals. It is in one of the most premier sections of downtown, with several high quality development projects planned for this area.</p> <p>The City hopes the park will be selected as the site for a new monument to celebrate the 500th anniversary of the landing of Ponce de Leon in Florida, a project sponsored by the Spain–Florida Foundation. This can create a unique and significant opportunity for the park to be the focus of a major design effort.</p> <p>Art Opportunity: There are several possibilities:</p> <ul style="list-style-type: none"> • Involve an artist as a full member of the design team in the Park redesign to create an artistic and aesthetically pleasing design for the park. This could be accomplished through commissioning an artist separately to work with the designated landscape architect, engineer and/or architect or by structuring a competition that asks artists and landscape architects, engineers and/or architects to team up when submitting qualifications. • Commission an artist to create the quincentennial fountain. • Commission an artist to create other features in the park.
Public Art Goals	<ul style="list-style-type: none"> • Create a new civic monument and functional space in the tradition of the Country Club Prado and DeSoto Fountain. • Demonstrate a contemporary approach to involving artists, collaboratively, in the design of civic projects. • Add to both the monumentality and the fine-grained texture of the space. • Create artworks that “gather in” the surrounding space; connect with the residual open spaces across the street from the corner of the park; make the park a part of a series of art experiences along Ponce de Leon Boulevard.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path:</p> <ul style="list-style-type: none"> • Clarify Economic Sustainability Department and Spain-Florida Foundation role in overall park planning. • Develop a comprehensive design brief that includes the circle and adjoining open spaces. • Develop agreement of role of artist in the overall project. • Create a design team and/or an artist selection and recruitment process appropriate to the role that artist will play. • Coordinate with overall design schedule of park. <p>Artist Selection Options: Design team: Circulate RFQ for project to artists who can team up with landscape architects, architects, and/or engineers, and ask them to describe the role the artist will play on the team.</p> <p>Quincentennial fountain: International open call.</p> <p>Functional element: Invitational process focused on artists with knowledge and past successful experience in this type of monument and park project.</p>

Budget Estimate	<p>The base construction cost for the park will be \$3.5 million or more. Artist enhancements will range from \$750,000 upward for a civic monument fountain or other approaches.</p> <p>In addition to the adjacent developer, the Spain-Florida Foundation may be a potential funding and fundraising partner.</p>

3. Miracle Mile Gateway West

Project Recommendation	Miracle Mile Gateway West
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Civic Monument</p> <p>Analysis of Site: The intersection of Miracle Mile at LeJeune Road beckons as a site for a new civic monument that creates a gateway to the shopping corridor. However, there are many challenges to the site, related to the volume of traffic the intersection handles, and the imbalance between the scale of the roadways/spaces and the scale of the architectural enclosure. A major permanent artwork is unlikely to be successful here until a comprehensive redesign of the area takes place.</p> <p>Art Opportunity: In the near-term, commission a long-term, temporary installation (five years or longer) that combines sculptural form, light, fabric video and/or water to create a dynamic gateway to Miracle Mile.</p> <p>In the long run, pursue a comprehensive strategy to redesigning the intersection of LeJeune, Biltmore, Coral Way, Miracle Mile and the surrounding spaces, and incorporate a Civic Monument (a gateway) into that design. The artwork should appeal both to pedestrians along Miracle Mile as well as drivers on LeJeune and Biltmore.</p>
Public Art Goals	<ul style="list-style-type: none"> • Integrate artist concepts and designs into the overall Miracle Mile reconstruction project. • Create a new civic monument in the tradition of the great gateways and the intersection treatments that can be found throughout the City. • Announce the unique character of Miracle Mile to people arriving from Biltmore Way or passing by on LeJeune Road. • Consider the potential for creating a viable gathering places or urban room. • Consider the potential for building on Coral Gables' tradition of creating public gardens.
Planning Considerations > Critical Path > Artist Selection	<p>Critical Path: <i>This near-term project is co-dependent with Miracle Mile construction work. The following steps should occur quickly so the artist team can be on board by the time the final design/engineering plans for Miracle Mile are being prepared.</i></p> <ul style="list-style-type: none"> • Coordinate recommendation with concurrent Miracle Mile streetscape review. • Set aside capital funding from Miracle Mile streetscape project. • Develop goals / scope of work for the project. • Develop an RFQ and invitational list for West Gateway project. <p>Artist Selection: Recruit a design team — involving an artist and associated professionals (architect, engineers, lighting designer, or landscape designers) — through an invitational process. Select team based on qualifications and interview.</p>
Budget Estimate	<p>A temporary installation will cost a minimum of \$75,000 to \$150,000. Set aside a maintenance reserve equal to twenty percent of the project budget.</p> <p>The budget for a permanent artwork will depend on the approach, primarily whether the artwork is integrated into the site design, or whether it is an independent element located at the site. Anticipate a budget of \$500,000 but finalize budget when concept planning for the site takes place.</p>

4. Garden Rooms

Project Recommendation	Garden Rooms <i>Along Miracle Mile, at corners and mid-block crossings</i>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Unique civic infrastructure element</p> <p>Analysis of Site: Along Miracle Mile, street intersections and mid-block crossings are distinctive places. They are places where people pause to cross the street, where people sometimes linger, and where people orient themselves to their location along the Mile. They are the most visible areas of the corridors – gateways to people crossing on a north-south street – and they are some of the most lushly planted areas of downtown, referencing Coral Gables’ tradition of building a garden in the City. They are unique and important places in terms of how people use the street, and are unique design opportunities as well. There are four mid-block crossings, and three intersections, for a total of up to 20 individual spaces.</p> <p>Art Opportunity: Engage an artist, or a team of artists, to develop special artistic enhancements for these spaces. The artists could work with hardscape, functional elements or structures, plantings, sculpture, or any combination. Their work should proceed collaboratively with the revised design work for Miracle Mile, and to the extent possible their concepts should be integrated into the revised design. (Other elements might be added independently.) As a group, these spaces could draw inspiration from the spaces at the Alhambra, an important architectural precedent for Coral Gables.</p>
Public Art Goals	<ul style="list-style-type: none"> • Integrate artist concepts and designs into the overall Miracle Mile reconstruction project. • Incorporate an artistic element that creates continuity and connectivity among the four blocks and encourages movement along the street. • Reinforce the character of this block by creating a unique, artistic civic design element that appears the entire length of the block. • Create viable gathering places or urban rooms along the corridor. • Carry Coral Gables’ tradition of public gardens into this urban corridor.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path: <i>Project is co-dependent with Miracle Mile construction work. Complete these steps in time for artists to work parallel to re-design of Miracle Mile</i></p> <ul style="list-style-type: none"> • Discuss recommendation with Miracle Mile streetscape design consultant and with Miracle Mile stakeholders. • Prioritize opportunity for funding. • Study design plans and estimated budgets to finalize project plan (artist scope, budget, selection process). • Commit funding; develop project plan and call for artists. Develop design phase immediately even if project funds are not in hand. <p>Artist Selection: Open call RFQ, concept-based selection. Encourage individual artists, artist teams, or artists collaborating with other designers. Select up to three finalists and request concept proposals.</p>
Budget Estimate	\$35,000 above base budget per space, up to 20 spaces (\$700,000 if all 20 spaces).

5. Urban Kiosks

Project Recommendation	Urban Kiosks <i>Along Miracle Mile</i>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Unique civic infrastructure element</p> <p>Analysis of Site: Miracle Mile shoppers can park their cars through a consolidated valet network that is run by the BID and serves all shops along the street. In each block, there is a valet stand where people can drop off and retrieve cars.</p> <p>Art Opportunity. Develop artist-designed kiosks that function as valet stands along Miracle Mile. Depending on the approach taken to Garden Rooms and other design elements, the approach might be to create a standard, artist-designed kiosk, or set of unique kiosks.</p>
Public Art Goals	<ul style="list-style-type: none"> • Meet the functional requirements of a valet stand and trolley stand. • Create functional elements that create a festive, urbane atmosphere. • Create distinctive structures that command attention in the streetscape and, specifically, call attention to valet parking and trolley systems. • Strengthen the unique identity of Miracle Mile and downtown Coral Gables.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path: <i>Project is independent of Miracle Mile construction work.</i></p> <ul style="list-style-type: none"> • Discuss recommendation with Miracle Mile streetscape design consultant and with Miracle Mile stakeholders. • Finalize project plan (artist scope, budget, selection process). Consider whether one artist or multiple artists will be selected. • Develop RFQ, distribute, select artist(s). <p>Artist Selection: Issue an open call to artists and designers. Develop a short list to develop proposals.</p>
Budget Estimate	\$10,000 per kiosk.

6. Sidewalk Insets

Project Recommendation	Sidewalk Insets <i>Along Miracle Mile</i>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Unique civic infrastructure element</p> <p>Analysis of Site: Miracle Mile is a four-block long, pedestrian-oriented commercial corridor that is the heart of downtown Coral Gables. It reaches west to LeJeune Road and continues on as Coral Way, an important cross-town avenue, and reaches east to a gateway with Miami at Douglas Road. There are some 160 businesses in the four blocks, with special emphasis on restaurants, design shops and bridal boutiques. A major streetscape project is being planned to improve the atmosphere of Miracle Mile and attract a more diverse range of businesses and shoppers.</p> <p>Art Opportunity: There is potential for artists to work with a range of streetscape elements related to the streetscape project. The strongest opportunity is in creating a signature sidewalk treatment, as the sidewalk provides the strongest visual connection from block to block. Artist designs can be implemented by a change of material, or a shift in color in material, and could continue through crosswalks using materials or paint.</p>
Public Art Goals	<ul style="list-style-type: none"> • Reinforce the unique character of this corridor with a unique civic infrastructure element. • Incorporate an artistic element that creates connectivity among the four blocks and encourages movement along the street. • Use sidewalk art to create a sense of civic space, as at Lincoln Road or the Copacabana, but with a Coral Gables aesthetic. • Respect the scale and texture of the architecture and the street.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path: <i>Project is co-dependent with Miracle Mile construction work. Complete these steps in time for artists to work parallel to re-design of Miracle Mile.</i></p> <ul style="list-style-type: none"> • Discuss recommendation with Miracle Mile streetscape design consultant and with Miracle Mile stakeholders. • Study design plans and estimated budgets to finalize project plan (artist scope, budget, selection process). • Develop RFQ and artist scope of work, distribute, select artist. <p>Artist Selection: Open call RFQ. Encourage individual artists, artist teams, or artists collaborating with other designers. Select an artist based upon qualifications and an interview.</p>
Budget Estimate	Up to \$500,000 for both sides of the street in addition to the baseline budget for streetscape improvements.

7. Paseo Galleries

Project Recommendation	Paseo Galleries <i>Through block connections between Miracle Mile and parking garages</i>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Civic infrastructure, place texture</p> <p>Analysis of Site: Enclosed pedestrian passages connect Miracle Mile to parking areas behind the shops that line the street. The passages are of varying design character and visual interest. Generally, they are not welcoming gateways for people arriving at Miracle Mile, and are in need of basic design enhancements — such as consistent lighting, better signage and directional pull — apart from public art. Many of the spaces are privately owned.</p> <p>Art Opportunity: Near-term: Enhance existing paseos curated, temporary exhibitions. Artworks could be site-specific commissions during the holiday season, or a curated, rotating display of two-dimensional artwork in light boxes. Enhance new paseos with integrated artworks, as part of developer public art requirement. Investing in permanent art installations in paseos as they exist now should be discouraged, as artworks would be lost in these poorly designed environments, and as many are privately-owned spaces.</p> <p>Long term: As properties along Miracle Mile are redeveloped and paseos are rebuilt, redesigned and reconstructed paseos should be enhanced with integrated artworks. This would be done as developer sponsored public art, not as projects funded by the Art Acquisition Fund, except for paseos that are publically owned.</p>
Public Art Goals	<ul style="list-style-type: none"> • Convey a sense of downtown Coral Gables’ artistic excitement. • Create a system of exhibitions and displays that conveys the sense of coordinated intent and curating throughout all the paseos. • Through temporary exhibitions, create the sense that there are new and exciting experiences along Miracle Mile. • Complete a simple but impactful project in the short term.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path: <i>This project can be undertaken independently of construction work on Miracle Mile.</i></p> <ul style="list-style-type: none"> • Study technical feasibility: Investigate display systems – panels, light boxes, etc. Examine process for installation in paseos. Examine permissions and permitting issues. • Based on outcome of research, discuss concept with applicable property owners to determine their interest and possibility for cost-sharing. • Based on outcome of research and discussion, prepare Project Plan. • Contract for installation of display systems and for exhibition curators. <p>Artist Selection: Contract or partner with curators to organize exhibitions.</p>
Budget Estimate	<p>Near Term: Estimated up to \$20,000 per paseo, depending on type of exhibits that are installed (display panels, light boxes); further research will refine this number. Up to \$10,000 per exhibition, including curator’s fee, artist fees, publicity.</p> <p>Long Term: Estimated \$75,000 per paseo.</p>

8. Giralda Avenue

Project Recommendation	Giralda Avenue / Restaurant Row <i>Giralda between Ponce de Leon and Galiano</i>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Unique civic infrastructure element</p> <p>Analysis of Site: Giralda Avenue, between Ponce de Leon and Galiano, is considered Coral Gables' "Restaurant Row," which gives it a unique identity within downtown Coral Gables. The City's goal is to attract customers to this block, and to differentiate it visually from other streets and blocks downtown. Giralda, like other special streets downtown, should have its own "postcard" image.</p> <p>Art Opportunity: Reinforce the unique character of this block with a unique civic design element that can be repeated along the entire block. The artwork would have to be inserted into the existing streetscape, as no major improvements are planned other than paving and lighting improvements. Special lighting or fabric installations, sculptural light brackets and similar approaches could be effective.</p>
Public Art Goals	<ul style="list-style-type: none"> • Reinforce the character of this block by creating a unique, artistic civic design element that appears the entire length of the block. • Since the street is especially active at night, consider an artistic approach that will activate the street in the evening. • Since there are no public spaces in this block, consider an artistic approach that interprets the public right of way as a grand public room. • Complete a quickly achievable, simple but impactful project.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path</p> <ul style="list-style-type: none"> • Study technical feasibility of overhead lighting system, including power source, structural support, lighting system, clearance requirements, removal requirements, seasonal adaptability, and cost range. Consider all-weather durability. • Develop scope of work for artist–lighting team. Issue open call for qualifications, and select finalists to develop concept proposals. • Select finalist. • Prepare design, construction and installation plans. <p>Artist Selection: First round open call. Second round based on concept proposals.</p>
Budget Estimate	\$70,000 to \$200,000 (higher cost for programmable LEDs).

9. Artist Designed Façade and Streetscape Enhancements

Project Recommendation	Artist Designed Façade and Streetscape Enhancements <i>Key areas of focus: Miracle Mile between LeJeune and Douglas</i> <i>Ponce de Leon Blvd between Alcazar and Sidonia</i> <i>Giralda Avenue, between Ponce de Leon and Galiano</i>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Place texture elements</p> <p>Analysis of Site: Miracle Mile and Ponce de Leon, the most important east–west and north–south pedestrian corridors in downtown Coral Gables, are both scheduled for major streetscape enhancements. Ponce de Leon Blvd. is also an important corridor for major development projects. Both are wide streets with medians and generous sidewalks, often with arcades, and street-lining retail and restaurants. The streetscape enhancements will cover basic elements such as sidewalks, lighting, curbs and crossings.</p> <p>Art Opportunity: Create a roster of artists capable of creating small-scale embellishments of the street-level pedestrian experience, in both the public zone and transition zone, that are related to the adjacent building. These embellishments could include special lighting or seating elements, café barriers, canopies, planters, ornamentation of arcades and facades, etc. Make this roster available to property owners and business owners, who can commission artists to create small-scale embellishments as part of their construction program or as part of their fit-out.</p>
Public Art Goals	<ul style="list-style-type: none"> • Carry on the Coral Gables tradition of artistic embellishment of architecture and public spaces. • Strengthen the character and visual interest of these streets at the pedestrian scale. • Help developers and business owners meet public art requirements. • Provide opportunities for less-experienced artists to create small public art projects.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path:</p> <ul style="list-style-type: none"> • Discuss recommendation with Miracle Mile streetscape design consultant and with Miracle Mile stakeholders. • Research best approach to organizing and managing a roster of artists to share with property owners. • Issue call and develop artist database. <p>Artist Selection: Open call.</p>
Budget Estimate	No direct cost to the City except for artist call and selection process. Projects would be voluntarily undertaken by developer or by retail / restaurant tenants, in conjunction with their own development, interior upgrades or façade improvements.

10. Temporary Exhibitions

Project Recommendation	Temporary Exhibitions
Potential Locations	<p>Temporary exhibitions should focus on specific locations, or zones, within downtown Coral Gables. Within these zones, each exhibition should be located in the sites that best fit with the type of work being displayed.</p> <p>The <i>Core Zone</i> allows for viewers to experience multiple works of art on a single journey downtown, experiencing the work as an exhibition, not just a singular installation. These sites are mostly pedestrian oriented. The Core Zone for temporary exhibitions should include:</p> <ul style="list-style-type: none"> • Miracle Mile between LeJeune and Douglas • Alhambra Circle/Alhambra Plaza between LeJeune and Douglas • Ponce de Leon Boulevard between Alhambra and Almeria • Merrick Way between Miracle Mile and Alhambra • The Coral Gables Museum Plaza at Giralda and Salzedo <p>The <i>Gateway Zone</i> allows for temporary installations to mark important entrances to downtown, and serves as a “teaser” for the larger exhibition downtown. These sites are both pedestrian and car oriented. The <i>Gateway Zone</i> for temporary exhibitions should include:</p> <ul style="list-style-type: none"> • The roundabouts at Segovia and Coral Way and Segovia and Biltmore Way, until permanent works are commissioned for these sites. • Ponce Circle Park (re-evaluate after the park is redeveloped). • Alhambra Circle and Douglas Road (a City gateway).
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Temporary</p> <p>Analysis of Sites: See above</p> <p>Art Opportunity: With a wealth of unique art foundations and Miami Basel as a draw for artists, temporary exhibitions of existing work would be a great draw for residents and visitors. Rotating exhibitions of this type would enrich the cultural offerings of Coral Gables.</p> <p>The City of Coral Gables should collaborate with curators, cultural institutions, collectors or galleries to organize and present periodic exhibitions of existing work by a single artist or multiple artists.</p>
Public Art Goals	<ul style="list-style-type: none"> • Present Coral Gables as a venue for strong artistic exhibitions. • Raise awareness of contemporary artwork in unexpected places.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path:</p> <ul style="list-style-type: none"> • Host a roundtable discussion with local curators and institutional directors to gain an understanding of the types of exhibitions that may be possible, what venues would be of mutual interest and of curatorial interest in this type of programming. • Review sites with City departments to determine feasibility, technical needs, lighting issues. • Develop a Project Plan for an inaugural exhibition, including curatorial approach, project partners, schedule, selection process, budget.

	<ul style="list-style-type: none"> Select the cultural partner (curator, gallery, museum) that will organize the exhibition, select the artists/artworks, put together the siting plan, arrange for the transportation and installation of the work, put together exhibition materials, etc.
Budget Estimate	<p>Others projects of this type around the country vary in budget dependent upon the project partners and partner interests. If the exhibition is sponsored by a partnering gallery or institution, costs to the City may include site preparation, interpretation, programming and insurance. Costs in this instance may be as low as \$30,000.</p> <p>If the City commissions new work, the costs would be significantly higher.</p>

11. Neighborhood Parks

Project Recommendation	Neighborhood Parks <i>New park projects with or without County GOB funds</i> <i>Total park renovations</i>
Reference to Park Planning and Miami-Dade Percent for Art Ordinance	<p>The City of Coral Gables has a very strong and diverse inventory of neighborhood parks.</p> <p>When park construction projects are funded with Dade County GOB or SNP funds, and include a building or buildings, 1.5% of the construction cost of the buildings must be spent on public art in the park.</p> <p>The City has recently acquired property to develop two additional neighborhood parks. The first site, at 5028 Maggiore, is approximately 21,000 square feet. A conceptual plan for this park includes a small playground and a walkway. The second site, 4650 Alhambra Circle, is also approximately 21,000 square feet, but does not yet have a conceptual plan. The Parks and Recreation Department anticipates that the park on Alhambra Circle will be developed first. Dade County GOB or SNP funds may be used for one or both parks.</p>
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Community Facility</p> <p>Analysis of Sites: Neighborhood Parks generally include a number of family and neighborhood-oriented amenities such as playgrounds, seating, lighting, landscape, and an attractive fencing or retaining wall enclosing the space.</p> <p>Art Opportunity: Art in neighborhood parks should focus on commissioning artists to develop artistic functional elements within the park, such as imaginative play spaces, park furniture, decorative fencing or gates, and decorative paving treatments and retaining walls.</p>
Public Art Goals:	<ul style="list-style-type: none"> • Create a series of unique features that raise awareness of the parks system and their central place within the City's neighborhoods. • Create a contemporary artistic expression that helps to create a unique identity for each neighborhood park. • Create an enhancement and recognizable landmark for neighborhood residents. • Create opportunities for neighbors to become engaged in park design and enhancement.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path:</p> <ul style="list-style-type: none"> • Work with Parks and Recreation to understand how and when discussions on individual parks can start. • Prioritize opportunities for funding • Project Plan • Artist Selection • Fabrication and Installation <p>Artist Selection: Artists should be selected based upon qualifications and an interview. Once under contract, the artist would develop a concept design for review and approval. Because the artist would be developing functional items, the artist should be selected before the overall park goes into schematic and final</p>

	design.
Budget Estimate	Art budgets generated by the County's Art in Public Places for parks in Coral Gables are usually very small and not easy to manage. When public art projects are considered for parks, the City should commit to a minimum of \$10,000 and up to \$50,000 per neighborhood park, in order to result in a project of consequence. When an artist is designing a functional item, the artist budget should include what has already been budgeted for that functional item, plus the art budget.

12. Shade by Design

Project Recommendation	Shade by Design <i>Throughout the City in public spaces</i>
Reference to Park Planning and Miami-Dade Percent for Art Ordinance	n/a
Description > Project Type > Analysis of Site > Art Opportunity	<p>Project Type: Civic Infrastructure, building on tradition of pergolas.</p> <p>Analysis of Sites: Coral Gables' climate is sunny and hot, but its public spaces do not have many features that provide respite for pedestrians, park users or open space visitors.</p> <p>Art Opportunity: Create small places throughout the City that provide a place to sit and shade from the sun. Projects could be designed by artists or collaborations between artists and other designers. Projects could be permanent or temporary.</p>
Public Art Goals:	<ul style="list-style-type: none"> • Create a series of unique features that build on Coral Gables' tradition of artist-designed community infrastructure, adding to the City's uniqueness and distinctiveness. • Provide artists and designers at all stages of their careers with opportunities to create projects in the City. • Create elements that enhance public space both visually and through providing an important function.
Implementation Considerations > Critical Path > Artist Selection	<p>Critical Path:</p> <ul style="list-style-type: none"> • Develop a set of technical guidelines or specifications, with the assistance of Parks and Recreation, Public Works, Public Service, that could serve as a framework for artist designs. • Prepare project plan • Select first round of artists • Supervise design and assist with permitting • Fabrication and Installation <p>Artist Selection: Artists and design teams should be recruited from an open call. They should be selected based upon qualifications. Once selected, the artist / design team would develop a concept design for review and approval. A small group of artists should be selected at the outset, and assigned shade structures as opportunities arise.</p>
Budget Estimate	A minimum of \$2,500 should be set aside for temporary projects and a minimum of \$10,000 should be set aside for permanent projects.

APPENDIX 1: PROJECT MAPS

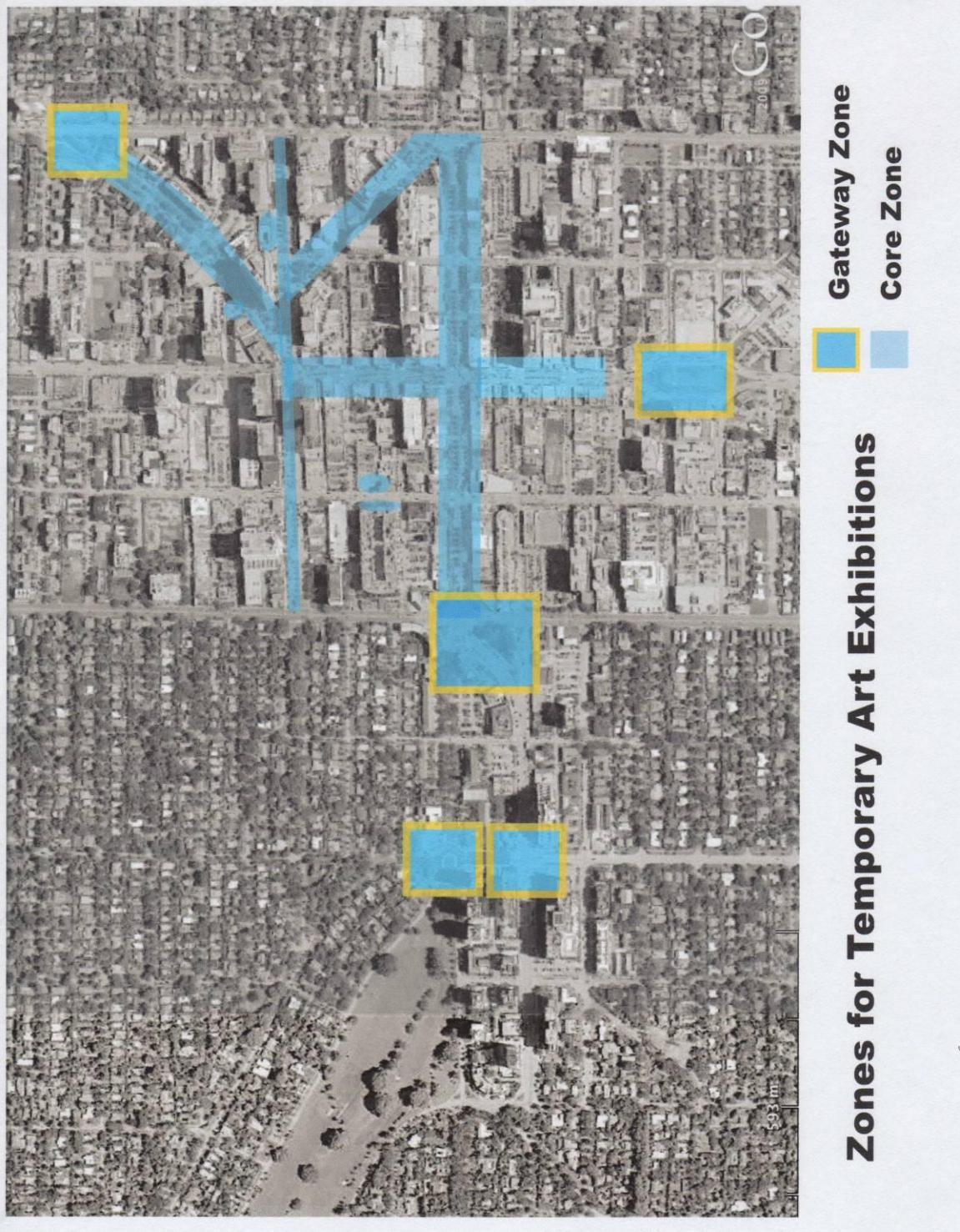
Downtown Projects

Zones for Temporary Art



Downtown Art in Public Places

- | | | |
|---|--|---|
|  Miracle Mile West |  Garden Rooms |  Ponce Circle Park |
|  Sidewalk Treatments |  Kiosks |  Segovia Traffic Circles |
|  Paseos | |  Giralda Lighting |



APPENDIX 2: PROJECTED FUNDING FOR ART ACQUISITION FUND AND HISTORIC ART FUND

Historic Art Fund

1. Funding Analysis.

There are two steps necessary for calculating potential contributions to the Historic Art Fund. First, it is necessary to estimate how much the City will spend on capital projects in the future. This can be estimated by analyzing the City's past Consolidated Annual Financial Reports (CAFR), which provide lump sum reports on construction spending. Second, it is necessary to determine what percentage of the City's capital expenditures will be for projects that are required to contribute to the Historic Art Fund. This can be estimated by reviewing past capital budgets and analyzing expenditures by the project categories outlined in those plans.

CAFR: From 2005 through 2008, based on information in the City's Consolidated Annual Financial Reports (CAFR) documents, annual construction spending for "government projects" has ranged from \$226,000 to \$2.03 million, and annual construction spending for "business-like"⁷ projects has ranged from \$0 to \$9.56 million (Table 1). With CAFR data, it is not possible to separate out only those City capital projects that are required to contribute to the Historic Art Fund, based on the ordinance.⁸

Capital Budgets: From 2005 through 2008, proposed capital budgets ranged from \$1,545,000 to \$6,130,000. Table 2 shows how the categories of projects outlined in the budget can be divided, roughly, into projects that contribute to the Historic Art Fund and Projects that do not. The percentage ranges from 0% to 45.2%, with an average percentage of 23.2%.

Combining these analyses, we estimate that the annual contribution to the Historic Public Art Fund would have been \$5,500 to \$9,000 per year, from 2005 to 2008. (Table 3)

In future CIPs, from 2009 to 2014, capital budgets range from a high of \$10,466,000 (2010) to a low of \$1,825,000 (2014), though figures for years farther into the future are estimates that are likely to change significantly and cannot be considered reliable. In 2009, the only year for which detailed capital budget information is available, only 34 percent of the capital budget expenditures would qualify for public art spending. This indicates, prospectively, an upper range of \$35,600 would have been contributed to the Historic Art Fund for 2009, had the ordinance been in place.

From 2010 onward, assuming 23.2% of projects would be required to contribute to the Historic Art Fund, the total funds that would accrue to the Historic Art Fund would range from \$4,000 to \$24,000. This compares to \$250,000 budgeted for Historic Art capital projects in FY2010.

Art Acquisition Fund

1. Funding Analysis Methodology

We have analyzed building permit data from 2003-2009 and the first five months of 2010, with data (provided by the City) that filtered out projects that are exempt from the public art requirement (single family construction, projects less than \$1,000,000).

⁷ "Business-like" is a term used in the City's Consolidated Annual Financial Reports to mean the Sanitary Sewer Fund and the Parking Fund.

⁸ CAFR data do not include an itemization of specific capital construction projects.

From the City-supplied data, we filtered out University of Miami projects. Then we asked two questions: What is the AIPP fee that would be generated by all eligible projects? And considering that developers could ask for a waiver, what is the likely amount of contributions to the AIPP that could be expected? To determine this second number, we further filtered out large projects (those that would yield a public art project of more than \$100,000), assuming those owners would want to commission artworks on their own.

Finally, because of the variation of construction volume in these eight years, we concluded that looking at median averages, rather than mean averages, would be more realistic, as this would reduce the impact of years with unusually low or unusually high construction volume on our analysis.

2. Funding Analysis Findings (Table 1)

Overall, the construction volume/permit value represented by these projects over these eight years varied widely, from \$47.8 million in 2009 to \$131.2 million in 2006 (Table 1, Column 5, "Permit Value"). In the past three years, however, the volume was relatively steady, ranging from \$47.8 million in 2009 to \$53.9 million in 2010 (estimated, annualized) (Table 1, Column 5, "Permit Value").

We anticipate, based on data from the past eight years, that the City could expect that private development would generate \$635,000 per year in requirements for Art in Public Places (Table 1, Column 6, "AIPP Fee"). Further, we anticipate that in actuality, developers would contribute on average \$175,000 per year to the Art Acquisition Fund (Table 1, Column 7, "Anticipated Payment"). That amount could be increased by several hundred thousand dollars in a typical year if the City were able to persuade developers to pay the fee rather than to seek a waiver by commissioning or acquiring art on their own.

3. Near-Term Funding Analysis (Tables 1 and 2)

Currently, three projects have obtained building permits since February, 2010, and will have a public art requirement. The Publix Supermarket (102 Ponce de Leon Boulevard) is likely to commission artwork on site. The Season 52 restaurant (321 Miracle Mile) and an alteration project (10 Giralda Avenue) are anticipated to contribute a total of \$49,000 to the Art Acquisition Fund (Table 1, Column 7, "Anticipated Payment").

Looking forward, we have reviewed BOA applications since December, 2009, to get a sense of what projects will soon be applying for building permits and will have a public art requirement. It appears that two new projects, the Palace Parking Garage (30 Andalusia) and a new office building (1515 Sunset) could have public art requirements of \$50,000 and \$120,000 respectively (Table 2, Column 7, "Anticipated Payment"). Though it is not certain when these projects will apply for building permits, the Economic Sustainability Department should open discussions about how the public art requirement will be met. Together, these projects could yield another \$170,000 in revenue.

Based on this analysis, we anticipate that while public art funding may be below the historical average this year, funding should return those levels and beyond in the very near future. It is quite likely that between 2010 and 2014 the City's Art in Public Places program will net a total of \$750,000 to \$1,000,000 from Art in Public Places fees.

Coral Gables Capital Budget Analysis

1. Report of "Construction in Progress" / Recent Capital Spending

Data Source: Consolidated Annual Financial Reports

	<u>"Govt"</u>	<u>"Business Like"</u>	<u>Total Capital</u>	<u>1% of total</u>
2005	\$226,348	\$9,557,723	\$9,784,071	\$97,841
2006	\$1,439,366	\$0	\$1,439,366	\$14,394
2007	\$2,029,655	\$1,306,840	\$3,336,495	\$33,365
2008	\$994,778	\$0	\$994,778	\$9,948

Four-year average expenditures on construction:

Four-year median expenditures on construction: \$38,887
\$23,879

Note: "Business-Like" is a term used in the City's Consolidated Annual Financial Reports to mean the Sanitary Sewer Fund and the Parking Fund.

2. Estimated Percentage of Capital Budget Required to Contribute to Public Art
Data Source: Five-Year Capital Budgets (2005-10, 2006-11, 2007-12, 2008-13, 2009-14)

	2005	2006	2007	2008	2009
<u>Eligible Expenditures</u>					
Facility Improvements	\$0	\$1,450,000	\$150,000	\$0	\$1,250,000
Historic Entrances and Plazas	\$0	\$1,000,000	\$0	\$0	\$0
Historic Facility Restoration	\$0	\$350,000	\$0	\$0	\$200,000
Park Improvements	\$0	\$0	\$0	\$0	\$0
Other	\$900,000	\$0	\$0	\$0	\$0
Subtotal	\$900,000	\$2,800,000	\$150,000	\$0	\$1,450,000
<u>Ineligible Expenses</u>					
Alley Improvements	\$0	\$300,000	\$0	\$0	\$0
Golf Course Improvements	\$0	\$200,000	\$0	\$0	\$0
Bridge Improvements	\$0	\$0	\$0	\$0	\$0
Homeland Security	\$0	\$0	\$0	\$0	\$0
Parking Improvements	\$0	\$0	\$0	\$0	\$0
Property Acquisition	\$0	\$0	\$0	\$0	\$0
Sanitary Sewer Improvement	\$700,000	\$1,075,000	\$1,500,000	\$3,800,000	\$2,700,000
Sidewalk Improvements		\$400,000	\$0	\$0	\$0
Storm Sewer Improvements	\$145,000	\$175,000	\$165,000	\$150,000	\$150,000
Street Improvements	\$700,000	\$1,250,000	\$1,000,000	\$1,165,000	\$1,080,000
Streetscape Improvements	\$0	\$0	\$0	\$0	\$0
Waterway Improvements	\$1,545,000	\$3,400,000	\$2,665,000	\$5,115,000	\$2,200,000
					\$6,130,000
Percentage Eligible	36.8%	45.2%	5.3%	0.0%	19.1%
Historic Capital Fund Cont.	\$9,000	\$28,000	\$1,500	\$0	\$14,500
Average Percentage		23.9%			
Average Percentage, 2005-2008		23.2%			
Mean Contribution		\$13,795			
Median Contribution		\$11,500			

3. Estimated Contributions to Historic Public Art Fund, 2005-08

Data Source: Consolidated Annual Financial Reports

<u>Year</u>	<u>Total Capital</u> <u>Amt</u>	<u>Eligible</u> <u>Capital Amt</u>	<u>Total Historic</u> <u>Fund Amt</u>
2005-2008 CAFR Mean	\$3,888,678	23.2%	\$9,032.52
2005-2008 CAFR Median	\$2,387,931	23.2%	\$5,546.63

4. Estimated Contributions to Historic Public Art Fund, 2009-14

Data Source: 2009-10 Five-Year Capital Budget

<u>Projected</u> <u>Capital</u> <u>Spending</u>	<u>1% of total</u>	<u>Projected Historic</u> <u>Art Fund</u> <u>Contribution</u>
2009 7590000	\$75,900	\$17,608.80
2010 10466000	\$104,660	\$24,281.12
2011 4650000	\$46,500	\$10,788.00
2012 2010000	\$20,100	\$4,663.20
2013 2000000	\$20,000	\$4,640.00
2014 1825000	\$18,250	\$4,234.00

Projection assumes 23.2 percent of projects are required to contribute to Historic Art Fund.
Actual percentages may be higher or lower in any given year.

TABLE 1: ESTIMATED YIELD OF AIPP FEES FROM PRIVATE DEVELOPMENT, 2003-2010
Source: City of Coral Gables Building Permit Records

Method:
1. All permits for development of \$1 million or more are analyzed.
2. Projects for single-family residential and for University of Miami are eliminated.
3. "AIPP" fee is calculated as 1% of overall permit value of these projects.
4. Projects with AIPP requirement of \$100,000 or more are eliminated, assuming developers will commission art on their own.
5. Anticipated payment is calculated as 1% of permit value of these projects.

Column unused	Permit number	Permit type code	Permit description	Permit Value	AIPP Fee	Anticipated Payment	Notes	Location, Full Permit Address	Application date	Approved date	Issue date
	2003			\$76,528,000	\$765,280	\$194,780					
	2004			\$68,853,600	\$688,536	\$389,556					
	2005			\$122,962,725	\$581,927	\$271,927					
	2006			\$131,230,889	\$1,312,309	\$547,309					
	2007			\$70,218,820	\$702,188	\$702,188					
	2008			\$62,228,952	\$495,250	\$92,265					
	2009			\$47,822,500	\$478,225	\$95,000					
	2010										
	BL-08-01-0648	COMMERCIAL ADDITION - 1 TO 3 LEVELS	2 STORY ADDITION TO STUDENT RECREATION AND WELLNESS CENTER (18,583 SF), NEW STOREFRONT DOORS ON EXISTING, REPAIR/RESURFACE BASKETBALL COURTS \$1,000,000	\$1,000,000	\$0	\$0	\$0 u of m	1241 DICKINSON DR SHANTERS WELLNESS CENTER CORAL GABLES FL 33146	1/18/08	1/11/10	1/11/10
	BL-08-01-0959	PARKING LOT	SERPENTINE PARKING LOT EXPANSION, LANDSCAPE METAL FENCE, COLUMNS, WALKWAY \$1,571,000	\$1,571,000	\$15,710	\$15,710		1245 DAUER DR CONVOCATION CENTER CORAL GABLES FL 33146-2504	1/11/08	1/28/10	1/28/10
	BL-09-03-1560	COMMERCIAL NEW - 1 TO 3 LEVEL	NEW PUBLIC SUPERMARKET - 3 STORY (1ST FLOOR RETAIL AND FLOOR PARKING AND ROOF TOP PARKING) \$15,000,000	\$15,000,000	\$150,000	\$0	\$0 assume commission on site	106 PONCE DE LEON BLVD CORAL GABLES FL 33135	3/5/09	5/12/10	5/13/10
	BL-09-12-2950	INTERIOR/EXTERIOR ALTERATIONS/STOREFRONT	COMM. INTERIOR ALTERATIONS & EXTERIOR BLOCK (1) OPENING & OPEN (1) FOR NEW DOOR \$2,700,000	\$2,700,000	\$27,000	\$27,000	\$27,000 assume fee payment	10 GIRALDA AVE CORAL GABLES FL 33134	12/28/09	5/26/10	5/28/10
	BL-09-06-2431	COMMERCIAL NEW - 1 TO 3 LEVEL	NEAR TOTAL DEMO OF EXISTING BLDG LEAVING 1 WALL, NEW 1 STORY COMM	\$2,200,000	\$22,000	\$22,000	\$22,000 assume fee payment	321 MIRACLE MILE CORAL GABLES FL 33134	6/11/09	4/20/10	4/20/10
	2010, to date			\$22,471,000	\$214,710	\$64,710					
	2010 est.			\$53,930,400	\$515,304	\$155,304					
	8-yr mean			\$79,222,236	\$692,385	\$306,041					
	8-yr median			\$69,537,210	\$695,242	\$175,042					

Potential project to pay AIPP fee
Project from which AIPP has been collected / is anticipated
Will commission art on their own

APPENDIX 3: Coral gables art in public places ordinance – Current AS of August 2010

ARTICLE 3 – DEVELOPMENT REVIEW

Division 20. Art in Public Places

Section 3-2001. Purpose.

It is the purpose of this Division to establish a formal policy for the City pertaining to the funding, acquisition, placement and maintenance of public art and the maintenance of historic public art. The policy is outlined in *The City of Coral Gables Art in Public Places Program: Funding Goals and Implementation Guidelines*, which may be revised and clarified from time to time upon the recommendation of the Cultural Development Board and final approval by Resolution of the City Commission. It is the intention of this program to preserve the City's artistic heritage, enhance its character and identity, contribute to economic development and tourism, add beauty and interest to public spaces and increase opportunities for the public to experience and participate in the arts through the acquisition and installation of world-class art in publicly accessible areas.

Section 3-2002. Definitions.

For the purpose of this Division, the following terms are defined:

Aggregate project value means the total of all construction costs associated with a particular site plan project regardless of the number of permits associated with the project, or whether it is a phased project.

Arts advisory panel means a panel composed of art experts, appointed by the Cultural Development Board, who along with the City Architect shall make recommendations to the Cultural Development Board on acquisitions for individual artwork projects. Arts Advisory Panel members are professionals in the field of art, art history, architecture or architectural history.

Art acquisition fund means a separate, dedicated, interest bearing and revolving fund established in the City Treasury into which non-City contributions (those from developers, individuals, foundations, business, etc.) are collected and deposited for the purposes of supporting the City's public art program, including but not limited to, acquiring, installing, maintaining, and promoting world-class public art.

Art in public places or public art is defined as works of art of exceptional quality executed on an appropriate scale and for general public access, other than museums, which enrich and give diversion to the public environment.

Artist means, for the purpose of this ordinance, an individual generally recognized by critics and peers as a professional practitioner of the visual arts, as judged by the quality of that professional practitioner's body of work, educational background, experience, past public commissions, exhibition record, publications, receipt of honors and awards, training in the arts, and production of artwork.

City Manager means the City Manager, Assistant City Manager, or any public officer designated by the City Manager.

The City of Coral Gables Art in Public Places Program: Funding, Goals, and Implementation Guidelines is the guiding document for the City of Coral Gables' Art in Public Places program. The document may be revised from time to time and approved by Resolution of the City Commission upon recommendation of the Cultural Development Board.

Construction cost means the total cost of the construction or renovation work, as determined by the building official in issuing a building permit for construction or renovation. Construction costs include all labor, structural materials, plumbing, electrical, mechanical, infrastructure, maintenance, insurance, lighting, signage site work and other costs in order to maintain the art as approved by the City. All construction and renovation costs shall be calculated as of the date the building permit is issued.

Extraordinary maintenance means any non-routine repair or restoration to sound condition of Public Art that requires specialized professional services.

Historic public art Fund means a separate, dedicated, interest bearing and revolving fund established in the City Budget into which Municipal Project Construction contributions are collected and deposited.

Municipal construction project(s) means any project to be paid for wholly or in part by the City, regardless of the source of the monies, to construct or renovate any public buildings, decorative or commemorative structures, parking facilities and parks, or any portion of any such buildings, structures, facilities or parks belonging to the City or where construction occurs on City-owned land where the City is a party to a public private joint venture agreement on City owned land.

Non-municipal construction project(s) is defined as any non-City construction or renovation in Coral Gables in excess of one million dollars (\$1,000,000.00), excluding single-family homes.

1. Developers may petition to have the public art acquisition incorporated within their project provided there is regular public access at no charge to the public.
2. If the developer seeks to incorporate the art within his/her project, the artwork shall be reviewed by the Cultural Development Board, with the assistance of the Arts Advisory Panel. The Cultural Development Board shall recommend to the City Commission whether to approve, deny, or approve with conditions the selection and location of the artwork.
3. The art acquisition to be incorporated within the project shall have a minimum appraised value of one (1.0%) percent of the construction costs. The value of the artwork shall be confirmed by a certified art appraiser (or a person with professional arts credentials) as determined by the City whose evaluation fee shall be paid by the developer and reviewed by the City. If the appraised value of the artwork is less than one (1.0%) percent of the construction costs of the project, the difference in the value of the artwork and the one (1.0%) percent shall be contributed to the Art Acquisition Fund.
4. Instead of providing credentialed artwork on the project site, the developer may choose to contribute one (1.0%) percent of the aggregate project value as the required art fee.
5. In Lieu of providing artwork on the project site or contributing a one (1%) percent art fee, the developer may choose to donate artwork to the City. The artwork shall be valued at one (1%) percent of the aggregate project value inclusive of the cost of maintenance, insurance, lighting and signage. The artwork shall be reviewed by the Cultural Development Board, with the assistance of the Arts Advisory Panel. The Cultural Development Board shall recommend to the City Commission whether to approve, deny, or approve with conditions the selection and location of the artwork.
6. The Non-Municipal Construction Project one million dollar (\$1,000,000.00) threshold shall be adjusted annually based upon the consumer price index.

Prior to City Commission approval of the Public Art Master Plan, items 1., 2., 3., and 5. will be deferred so that developers during that period shall donate to the art acquisition fund in accordance with item 4., but may elect to proceed pursuant to items 1., 2., 3., and/or 5. within thirty (30) days after the City Commission approval of the Public Art Master Plan, in which case, the previously paid funds will be returned upon City Commission approval of artwork pursuant to items 1., 2., 3., and/or 5. above.

Ordinary maintenance means any routine maintenance necessary to maintain the public art which is undertaken on a regular basis.

Public art collection means the works of public art owned by the City.

Public art in-lieu fee means a fee paid to the City pursuant to this Division equal to one (1.0%) percent of construction costs as defined herein for those non-municipal projects with an aggregate project value of one million dollars (\$1,000,000.00) or more.

Public art master art plan means a five-year plan developed to further define the City of Coral Gables as a unique city of artistry and beauty while insuring open access to public art. The document at a minimum will identify locational placement priorities, standards for installation, detailed criteria for artist and artwork selection, and a conservation/maintenance protocol.

Publicly accessible means locations that are highly visible and accessible in areas where people congregate at no charge to public.

Works of art is defined as tangible creations by artists exhibiting the highest quality of skill and aesthetic principles, including but not limited to paintings, sculptures, stained glass, statues, bas reliefs, engravings, carvings, frescos, mobiles, murals, collages, mosaics, tapestries, photographs, drawings, monuments, and fountains or combinations thereof. Appropriate expenditures may also include the repair and maintenance of works of art acquired under this ordinance. For the purposes of this ordinance, Historic Public Art consists of plazas, entrances, fountains, murals, sculptures, and other decorative features that have been designated as local historic landmarks and represent the original civic art designed by the founders of the City. In the Historic Public Art Fund, appropriate expenditures may include the acquisition of historic public art or the repair, maintenance, signage, lighting or reinstallation of the art subject to the City Commission's approval upon recommendation of the Historic Preservation Board.

Section 3-2003. Art funds.

A. General. Two funds will be established for the Art in Public Places Program. The first fund will be entitled Historic Public Art Fund and will be funded through Municipal Construction Projects. The second fund will be entitled Art Acquisition Fund and will be funded through Non-Municipal Construction Projects over one million dollars (\$1,000,000.00), excluding single family homes. Each of these funds will be interest bearing and revolving and may only be used for the purposes outlined in *The City of Coral Gables Art In Public Places Program: Funding, Goals, and Implementation Guidelines*.

1. Historic Public Art Fund. One (1.0%) percent of the aggregate project value for City of Coral Gables municipal projects shall be transferred to an account entitled historic Public Art Fund which will be used on the restoration, maintenance and acquisition of Historic Public Art as recommended by the Historic Preservation Board and approved by the City Commission.
2. Art Acquisition Fund. One (1.0%) percent of the aggregate project value of non-Municipal projects of one million dollars (\$1,000,000.00) or more (excluding single family homes) shall be contributed to an account designated as the Art in Public Places Trust Fund established by the City for use only on Art in Public Places as defined by the Guidelines and managed by the Cultural Development Board when the developer does not petition to place the artwork within their project. This one (1.0%) percent fee is in-lieu of the art being placed within the developer's project and shall be used to support public art in other locations within the City.

B. Waiver of requirements. A developer may seek a reduction, adjustment or complete waiver of the requirements of this ordinance. The reduction, adjustment or complete waiver shall be made by Resolution of the City Commission. Before considering any request for waiver of the art allocation, the City Commission will seek a recommendation of the appropriate Board and City Manager. The following waivers may be considered by the City Commission:

1. Projects that cause the purchase, designation, restoration, or perpetual maintenance of historically significant buildings equal to or greater than the calculated dollar contribution otherwise required for the Art in Public Places Fund.
2. Projects that cause the purchase of parcels identified in the City's Parks and Open Space Inventory Analysis that are equal to or greater than one (1.0%) percent of the construction costs of the project and donated to the City. The value of the donation shall be confirmed by MAI appraisals, which will be paid by the developer, reviewed, and approved by the City.

C. Exemptions. The following are exempt from the requirements of this Division:

Single-family homes.

Construction projects, which are required to pay a public art fee under other applicable Miami-Dade County regulations, provided payment has been documented and approved to the City's satisfaction.

Non-municipal projects whose aggregate project value is less than one million dollars (\$1,000,000.00).

An accredited college and/or university that maintains at its campus a publicly accessible permanent collection of art of at least thirty (30) sculptures and/or other public art in accordance with a Campus Art Master Plan. In order to maintain this exempt status, all of the following criteria will be satisfied:

A Campus Art Master Plan describing the selection criteria, placement, and maintenance of the permanent collection and future sculptures and other public art, and describing plans for the evolution and growth of such public art collection over time, shall initially be submitted for review by the City Commission to confirm the sufficiency of the Campus Art Master Plan; and

A report of the campus art master plan, demonstrating changes to the collection of art on the campus during the previous three year interval, shall be made to the City Commission during the anniversary month of the effective date of this ordinance.

Section 3-2004. Policy.

It is the intent of this policy to capture municipal and non-municipal construction related contributions through existing building permit processes so as to be implemented and monitored without adding significant time or expense, beyond the required contribution, to the pertinent selection and contract procedures.

Section 3-2005. Administration.

- A. Annual priorities and Inventories. The Historic Preservation Board or their designee as determined by the City Manager shall submit to the City Commission an annual inventory and recommended priority for the disbursement of Historic Public Art Fund as they become available.
- B. Master art plan and written guidelines. The Cultural Development Board shall develop a Public Art Master Art Plan, which shall be reviewed by the Board of Architects for the placement of artwork. The recommendation of each Board shall be subject to final review and approval by the City Commission. If approved, the Plan will govern location and selection criteria for art work. The Master Art Plan and written guidelines shall govern the manner and method of submission of proposed works of art to the Arts Advisory Panel, the process by which the Arts Advisory Panel shall make recommendations to the Cultural Development Board, and the process by which the Cultural Development Board shall recommend to the Coral Gables City Commission.
- C. Accounting. The Historic Preservation Board and the Cultural Development Board shall submit an annual report, detailed accounting of monies spent or earmarked for future expenditures to the City Manager.
- D. Selection of works of art. The selection of works of art, under the Art Acquisition Fund, shall be by Resolution of the Coral Gables City Commission upon recommendation by the Cultural Development Board with the assistance of the Arts Advisory Panel. In the selection process, all of the following principles shall be observed:
 1. Works of art shall be publicly accessible.
 2. The Cultural Development Board shall consider the inherently intrusive nature of Public Art on the lives of those frequenting public places. Artworks reflecting enduring artistic concepts, not transitory ones should be sought.
 3. The Cultural Development Board's recommendations should reflect the cultural and ethnic diversity of the City without deviation from a standard of excellence.

4. Final selection shall also take into account appropriateness to the site, permanence of the work in light of environmental conditions at the site, maintenance requirements, quality of the work, likelihood the artist can successfully complete the work within the available funding, and diversity of the artist.
5. Ownership and maintenance.
 - a. The City shall be deemed the owner of and shall retain title to each work of Public Art acquired under the provisions of this Division. The City is charged with the custody, supervision, and preservation of such works of art.
 - b. Ownership of all works of art incorporated into private construction projects shall be vested in the property owner who shall retain title to each work of art. If the property is sold, the seller may either include restrictions in the deed that require maintenance of the artwork and prevent its removal from the property, transfer ownership of the artwork to the City of Coral Gables to be maintained as a public artwork, or remove the artwork and make a contribution to the Art Acquisition Fund equal to one (1.0%) percent of the initial Aggregate Project Value. If the title is passed to a subsequent owner and, as a result, a deed restriction exists as to the artwork, the subsequent owner shall maintain the artwork in accordance with established guidelines. Property owners will be required to maintain the work of art in good condition in the approved location, as required by law or other applicable guidelines including but not limited to code enforcement rules, to ensure that proper maintenance is provided.
 - c. All contracts for artwork that will be acquired or accepted for ownership by the City must be reviewed and approved by the City Attorney's Office.
 - d. Artists, as part of any contractual agreement with the City for the provision of a work of art, shall be required to submit to the Cultural Development Board a "Maintenance and Inventory Sheet", including the annual cost projections, which details the maintenance and ongoing care of the work and signage/credit recommendations.
- E. Enforcement. The City shall not issue a building permit for a qualified Municipal or Non-Municipal Construction project (where the developer has chosen to pay the in-lieu fee) until the required contribution has been deposited in the appropriate fund as described in The City of Coral Gables Art in Public Places Program: Funding, Goals, and Implementation Guidelines.

ART IN PUBLIC PLACES

Request for Proposals (RFP)

Marathon Court House
3117 Overseas Highway
Marathon, Florida

RFP accessed through Demandstar-Onvia by calling (800)711-1712 or the websites www.demandstar.com or www.monroecounty-fl.gov or through Florida Keys Council of the Arts website www.keysarts.com

Board of County Commissioners (BOCC)

Mayor, Danny Kolhage, District 1
Mayor Pro Tem, Heather Carruthers, District 3
George Neugent, District 2
David Rice, District 4
Sylvia Murphy, District 5



SUBMISSION DEADLINE

October 27, 2015 3:00 p.m. EST

THE ART IN PUBLIC PLACES PROGRAM

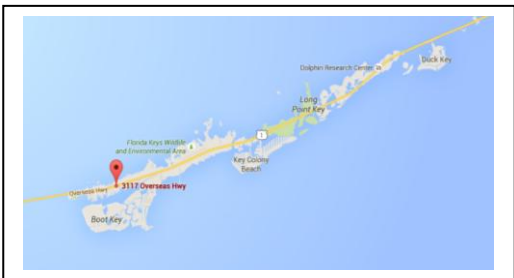
Monroe County Art in Public Places (AIPP) is a county appointed committee responsible for the commission and purchase of art by contemporary artists in any media. The Monroe County Art in Public Places Ordinance mandates 1% of new county building construction costing a minimum of \$500,000 and renovations costing a minimum of \$100,000 be set aside to fund this program. A five member committee appointed by the County Commission plus two non-voting members appointed by the county administrator, pre-qualifies, reviews and recommends projects to the Board of County Commissioners (BOCC). The Monroe County Art in Public Places is administered through the Florida Keys Council of the Arts (FKCA) www.keysarts.com

BUDGET

The maximum art budget amount, inclusive of all costs for artists, including installation, is \$14,200 for any and all commissions for this project. Signage is provided by the County. The selected Artist is required to work with the AIPP Committee and county project management team.

PROJECT HISTORY

Marathon is a relatively new city (incorporated in 1999) and is comprised of a number of islands located mid-way in the Florida Keys island chain. Even though recently incorporated into a city, the area has been settled for over 100 years; the islands are steeped with the rich Florida history of Henry Flagler's railroad days. When Henry Flagler built the railroad in the early 1900's Marathon was a staging point for the Florida East Coast Rail Road. Local lore has it that the



name was given to the community because the project was proceeding at an unrelenting pace and it was a struggle to complete, so the workers said it was a real "Marathon". After completion the name was given to the Railway station for the achievement of that struggle.

Before the railroad, settlers were farmers, wreckers and fishermen. Today, Marathon is a major sport fishing and popular family destination. Bountiful reefs around Marathon provide popular diving and snorkeling. One of the last untouched tropical hardwood hammocks in the Keys is found at Crane Point Museum, located a few miles east of the Court House. Fisherman's Hospital, near the Court House, is one of just three

hospitals in the Florida Keys. The City of Marathon offers many restaurants, a community theater, golf course, shopping, and derives much of its livelihood from the ocean. Marathon is the "Heart of the Florida Keys" and consists of 7 different islands that begins with Grassy Key and ends at the east end of the 7 Mile Bridge. The 7 mile bridge is the longest bridge in the keys, connecting the Middle Keys to the Lower Keys. It was one of the longest bridges in the world when it was first completed for the railroad. It was turned into a car bridge following the Hurricane of 1935 which destroyed the railroad. The current bridge that runs along side of the abandoned original was completed in the 1980s. The old bridge is now used as a walking and biking path to Pigeon Key. This small island in the middle of the old bridge housed many of the railroad workers in the early 1900s and today is an historic site.

BUILDING AND SITE DESCRIPTION

The Marathon Courthouse, located at 3117 Overseas Highway (U.S. Highway 1, MM 48.5) in the City of Marathon, is served by one resident county judge, visiting circuit judges, magistrates and associated court personnel. Set back from the main highway, the Courthouse is located within a complex of Monroe County buildings that include the Clerk of Courts, Tax Collector and Sheriff's offices (fronting the highway). The wide sidewalk extends from the parking lot to the two main structures and is the main entrance to these offices. On a daily basis this entranceway is used by hundreds of people coming to Court, to pay a parking ticket, to serve jury duty, conduct a title search and more. The main Courthouse building interior was recently renovated. The exterior Courtyard area adjacent to the main building and sidewalk entrance is the targeted space for Public Art.

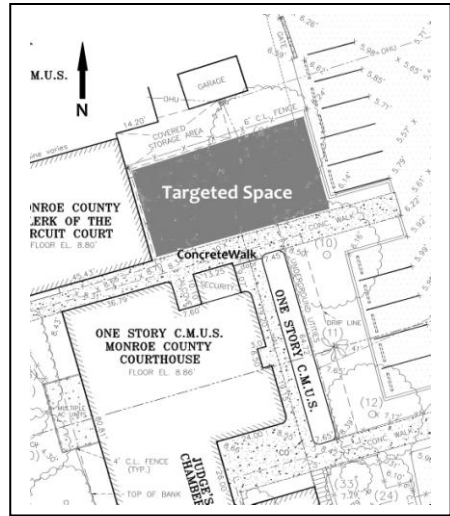
SCOPE OF WORK

The goal of this project is to place site specific art work in the Courtyard Targeted Area, which is the open area adjacent to and North of the Courthouse (identified below). This area is visible and accessible to visitors, clients and staff of the Courthouse and adjacent to the Clerk of Courts building via the sidewalk that runs to the entrances to both buildings. Landscaping along the East side of the Targeted Area may partially or totally obscure visibility of the open area from the access road serving the Courthouse and parking area. The surface of the open space is gravel (pea rock) over dirt. This area is used for a waiting area for jurors, witnesses, etc and for employee breaks.

PLEASE NOTE: Proposals may be conceived, but are not limited to; Eco Art or Environmental Art, Functional Art, such as benches, tables, gazebo, planters. All proposed art work shall be original and site specific.

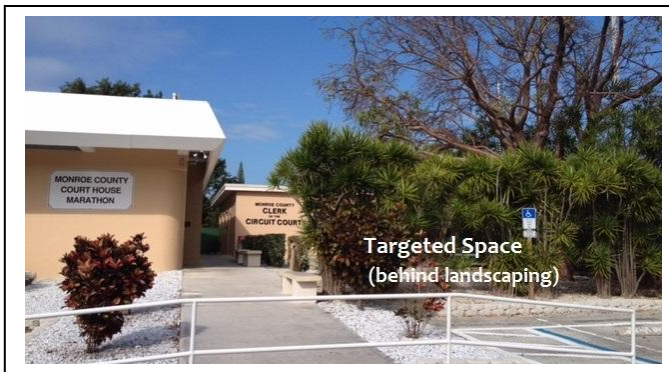
TARGETED SPACE

Exterior Only - Open space adjacent to building approx. 21 ft. x 54 ft.



SELECTION CRITERIA used by the Committee

- Exceptional Quality (25 points)
- Enduring Value and Maintenance (30 points)
- Site Compatible (25 points)
- Character and Environment of the Florida Keys (10 points)
- Artists that reside in the Florida Keys (10 points)



SELECTION OF ARTWORK: A two-step process

Step 1 - Request for Qualifications (RFQ) You must be a pre-qualified artist to apply for this RFP. Go to Step 2.

Artist must meet all criteria to qualify through the initial application process; in which artists must substantiate successful completion of contracts and projects within the past 10 years in the public and/or private sector. AIPP Committee members will select the artists, and then they will be eligible to receive all **Requests for Proposals (RFP)**. Artists whose current materials have been pre-qualified for previous projects with the Florida Keys Council of the Arts will receive all RFPs for future projects for five (5) years. It is the artists' responsibility to notify FKCA of mail and e-mail address changes.

Step 2 - Request for Proposal (RFP)

Artists may develop and submit a proposal based on their evaluation of the project and site opportunities. In collaboration with the artist, the county staff and the project architect will provide all pertinent project information. Proposals must comply with ADA and local code requirements. Artist may make use of exterior and interior materials such as landscape, site furnishings, column cladding, flooring material, furniture, glazing, and lighting. Exterior art must be durable to withstand sub-tropical climate conditions with hurricanes. The Committee reserves the right to accept or reject all or any part of a proposal. **The total amount shall equal, but not exceed the stipulated total budget of \$14,200.**

INSTALLATION REQUIREMENTS

Artists are responsible for all arrangements and costs including delivery, equipment and tools as necessary to provide a completed and installed work. All additional costs must be included in the proposed quote. A complete work is considered to be installed in place, and, when appropriate, displayed with lighting and base. All installations must conform with City of Marathon and Monroe County Building Codes and be able to withstand winds required by the current version of the Florida Building Code.

SITE VISIT FOR QUALIFIED ARTISTS

Artists are invited to attend a site inspection on Thursday, October 1, 2015 at 10:00 a.m. Attendance is highly recommended, but not mandatory. RSVP is required. Call Jodell Roberts, FKCA at 305-295-4369 by September 28, 2015. Parking is available on site.

SELECTION PROCESS AND TIMELINE

Artists will be advised of the final date for recommendation to the BOCC if and when they are selected and sent a contract. Finalists may be required to present to the BOCC at a monthly meeting. The artist(s) will have at least ninety (90) days to execute and complete their work to coincide with the completion date of the project. A contract approved by the County Attorney's office must be executed by the artist. A **sample** contract is attached. The Board of County Commissioners reserves the right to reject any and all applicants, to waive informalities in any and all responses, to re-advertise, and to separately accept or reject any response and to award and/or negotiate a contract in the best interest of the County.

INSURANCE REQUIREMENTS

Artists whose proposals are selected through the RFP process must agree to maintain a \$300,000 liability insurance policy (as part of their contract) which will insure and indemnify the artist(s) and the County during the term of the contract and for one year after acceptance of the project, unless the requirement is waived by the Monroe County Risk Manager.

SUBMITTAL REQUIREMENTS

1. **Application:** Complete, sign, and date the attached application.
2. **Written Proposal:** Narrative summary describing the proposed original and project-specific artwork.
Limit: 2 pages 8.5" x 11".
3. **Itemized Budget:** Include all aspects of design, complete installation, artist fees, and fabrication.
If 3-dimensional art, complete installation will include base, lighting, and any other applicable components.
4. **Concept drawings of proposed original and project-specific artwork:** Submit a maximum of 5 digital images in PDF or JPG format not exceeding 75dpi. **Alternatively or additionally**, printed images/drawings/ color sketches may be provided on a maximum of **five** 8.5" x 11" pages; **however, digital format is preferred.**
5. **Model:** If 3-dimensional art, one (1) small model to be included.

Note: RFP application materials will not be returned to the applicant without prior pre-paid shipping.

SUBMISSION DEADLINE

The required submittal must be received before **October 27, 2015 - 3 p.m. EST**. Include **two (2) original sets** of the **written materials** (submittal items 1, 2, 3 above) **plus five (5) copies**. Include **one (1) set of visual materials** (submittal items 4 and 5 above). Materials are to be submitted in a sealed envelope or box clearly marked on the outside **"Marathon Court House"**. Materials may be delivered by certified mail, return receipt requested; hand-delivered or couriered. Return receipt recommended. Address and deliver to:

Monroe County Purchasing Department
1100 Simonton Street # 2-213
Key West, FL 33040

IN COMPLIANCE WITH COUNTY REGULATIONS, MATERIALS RECEIVED AFTER THE DEADLINE
STATED ABOVE WILL BE AUTOMATICALLY REJECTED.

ABSOLUTELY NO EXCEPTIONS WILL BE MADE FOR ANY REASON.

Faxed, e-mailed, incomplete proposals, or proposals that do not include the specified number of copies will be disqualified. All responses must remain valid for a period of ninety (90) days. The BOCC will automatically reject the application of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under Sec. 287.133(3) (d), FS (1997).

Questions Contact:

Elizabeth Young, Executive Director, Florida Keys Council of the Arts
director@keysarts.com or phone: 305.295.4369 or
Susann D'Antonio, Chair, Monroe County Art in Public Places
torchart@mac.com

**Monroe County Art In Public Places
REQUEST FOR PROPOSALS
Application Cover Sheet**

Date: _____

Applicant Contact Information:

Name: _____

Address: _____

Phone(s): _____

E-Mail: _____

Website: _____

Monroe County resident: Yes _____ (If yes, please attach proof of residency.) No _____

Total Budget/Cost: _____

Total Number of Art Pieces included in proposal: _____

Please briefly describe the following if applicable; if not applicable indicate with N/A.

Special lighting required:

Other special requirements:

Type/amount of project access desired:

Installation time required:

Maintenance requirements:

Artist maintains a \$300,000 liability insurance policy: Yes / No If no, please explain.

Please check the following items to indicate they are attached:

- ☐ Written proposal.
- ☐ Itemized budget.
- ☐ Concept drawings; 5 pages maximum (8.5" x 11") including color sketch **or** digital rendition.
Digital images PDF or JPG not exceeding 75dpi – 5 images maximum to director@keysarts.com
- ☐ If 3-dimensional art proposal, one small model.

Note: Support materials will not be returned to the applicant without prior pre-paid shipping.

Signature confirming that all information provided for this application is true and correct.

Artist or head of organization

Type or print name

Date

Monroe County Art in Public Places Award Agreement

This AGREEMENT dated the ____ day of _____, is entered into by and between the BOARD OF COUNTY COMMISSIONERS FOR MONROE COUNTY, HEREINAFTER "County", and _____, hereinafter "Artist."

SSAC # _____

WHEREAS, the Art in Public Places Ordinance #022-2001, codified at MCC §2-233, provides for an appropriation of 1% of the construction costs for new construction exceeding \$500,000 and renovations exceeding \$100,000; and

WHEREAS, the Ordinance establishes an Arts in Public Places (AIPP) Committee to advise the County Commission regarding art to be acquired and installed in each public construction project subject to the AIPP allocation; and

WHEREAS, the AIPP Committee has selected and recommended to the BOCC one or more artists for this project; and

WHEREAS, the Board of County Commissioners of Monroe County have determined that it is in the interest of the promoting the understanding and awareness of the visual arts to contract for the creation and installation of artwork in _____.

NOW, THEREFORE, in consideration of the mutual covenants and payments contained herein, the parties have entered into this agreement on the terms and conditions as set forth below.

1. AGREEMENT PERIOD. This agreement is for the period _____ through 60 days subsequent to date of issuance of Certificate of Occupancy or Certificate of Completion for building. This agreement shall remain in effect for the stated period unless one party gives to the other written notification of termination pursuant to and in compliance with paragraphs 7, 12 and 13 below. All work for which AIPP funds are to be expended must be completed by the stated termination date.

2. SCOPE OF AGREEMENT. The Artist shall provide

Artist shall confer with and coordinate activities with the construction contractor on the job in order to insure that there is as much cooperation and cohesiveness in the incorporation of the art into the building under construction, and so that there shall be the least amount of interference between the Artist and the Contractor.

3. AMOUNT OF AGREEMENT AND PAYMENT: The County shall provide an amount not to exceed _____ for materials and services used to create and install the project. The Board of County Commissioners assumes no liability to fund this agreement for an amount in excess of this award. Monroe County's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the BOCC. Pursuant to Florida's Prompt Payment Act, upon receipt by County of an Invoice for each of three (3) phases, and documentation to satisfy the Clerk that the appropriate phase has been completed, payment shall be made for the following phases at the referenced rates:

1. Design Phase: 33.3% of total payment;
2. Materials: 33.3% of total when artists submits receipts for materials and eligible costs equal to or greater than 33.3% of the contract total; and
3. Completion: 33.3% final payment due when installation is deemed complete and contractual agreement specifications are verified by the Monroe County Facilities Development Department.

Eligible costs and expenditures for the project and the total award include, but are not limited to:

- A. Artists design fee
- B. Labor, materials, contracted services required for production and installation
- C. Artists operating expenses related to the project
- D. Travel related to this project, pursuant to statutory limitations
- E. Transportation of the work to the site
- F. Installation to the site
- G. Permits and fees necessary for the installation (applicable for exterior projects which also require HARC review)
- H. legal costs directly related to the project
- I. Liability costs of artist

Payment shall be made upon presentation of an invoice and documentation necessary to support the completion of the work. Artist shall also provide release of liens if applicable.

Final payment requests must be submitted no later than 60 days after the completion of project.

4. OWNERSHIP and RIGHTS. Upon the installation of the artwork, County shall own the artwork and all rights related thereto fully and completely.

5. RECORDS. The Artist shall keep such records as are necessary to document the performance of the agreement and give access to these records at the request of the County, the State of Florida or authorized agents and representatives of said government bodies. The Artist understands that it shall be responsible for repayment of any and all audit exceptions which are identified by the Auditor General for the State of Florida, the Clerk of Court for Monroe County, the Board of County Commissioners for Monroe County, or their agents and representatives.

6. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the terms of this agreement shall be only amended in writing and approved by the Board of County Commissioners for Monroe County.

7. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the Artist is an independent contractor and not an employee of the Board of County Commissioners of Monroe County. No statement contained in this agreement shall be construed as to find the Artist or any of its employees, contractors, servants or agents to be employees of the Board of County Commissioners of Monroe County, and they shall be entitled to none of the rights, privileges or benefits of employees of Monroe County.

8. COMPLIANCE WITH LAW. In carrying out its obligations under this agreement, the Artist shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating the provisions of this agreement, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this agreement and shall entitle the County to terminate this agreement immediately upon delivery of written notice of termination to the Artist.

Licensing and Permits. Contractor warrants that it shall have, prior to commencement of work under this agreement and at all times during said work, all required licenses and permits whether federal, state, County or City.

9. HOLD HARMLESS/INDEMNIFICATION. The Artist hereby agrees to indemnify and hold harmless the BOCC, Florida Keys Council of the Arts, AIPP Committee and any of its officers and employees from and against any and all claims, liabilities, litigation, causes of action, damages, costs, expenses (including but not limited to fees and expenses arising from any factual investigation, discovery or preparation for litigation), and the payment of any and all of the foregoing or any demands, settlements or judgments arising directly or indirectly under this agreement. The Artist shall immediately give notice to the County

of any suit, claim or action made against the County that is related to the activity under this agreement, and will cooperate with the County in the investigation arising as a result of any suit, action or claim related to this agreement.

10. **ANTI-DISCRIMINATION.** The Artist agrees that they will not discriminate against any of their employees or applicants for employment or against persons for any benefit or service because of their race, color, religion, sex, national origin, or physical or mental handicap where the handicap does not affect the ability of an individual to perform in a position of employment, and to abide by all federal and state laws regarding non-discrimination.

11. **ANTI-KICKBACK.** The Artist warrants that no person has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, and that no employee or officer of the County has any interest, financially or otherwise, in the said funded project, except for general membership. For breach of violation of this warranty, the County shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

12. **TERMINATION.** This agreement shall terminate pursuant to Paragraph #1 Termination prior thereto shall occur whenever funds cannot be obtained or cannot be continued at a level sufficient to allow for the continuation of this agreement pursuant to the terms herein. In the event that funds cannot be continued at a level sufficient to allow the continuation of this agreement pursuant to the terms specified herein, this agreement may then be terminated immediately by written notice of termination delivered in person or by mail to Artist. The County may terminate this agreement without cause upon giving **90 days** written notice of termination to Artist. The County shall not be obligated to pay for any services or goods provided by Artist after Artist has received written notice of termination.

13. **TERMINATION FOR BREACH.** The County may immediately terminate this agreement for any breach of the terms contained herein. Such termination shall take place immediately upon receipt of written notice of said termination. Any waiver of any breach of covenants herein contained to be kept and performed by Artist shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the County from declaring a forfeiture for any succeeding breach either of the same conditions or of any other conditions.

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the County and the Artist.

15. **CONSENT TO JURISDICTION.** This agreement, its performance, and all disputes arising hereunder, shall be governed by the laws of the State of Florida, and both parties agree that the proper venue for any actions shall be in Monroe County.

16. **ETHICS CLAUSE.** Artist warrants that he has not employed, retained or otherwise had act on his behalf any former County officer or employee in violation of Section 2 or ordinance No. 10-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 10-1990. For breach or violation of the provision the County may, at its discretion terminate this agreement without liability and may also, at its discretion, deduct from the agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former or present County officer or employee.

17. **PUBLIC ENTITY CRIME STATEMENT.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on an agreement to provide any goods or services to a public entity, may not submit a bid on an agreement with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of

36 months from the date of being placed on the convicted vendor list. Artist represents that Artist is not on the Convicted Vendor list.

18. **AUTHORITY.** Artist warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described. Each of the signatories for the Artist below that they are authorized to contract Artist's services.

19. **LICENSING AND PERMITS.** Artist warrants that he or she shall have, prior to commencement of work under this agreement and at all time during said work, all required licenses and permits whether federal, state, County or City.

20. **INSURANCE.** Artist agrees that it maintains in force at its own expense a liability insurance policy which will insure and indemnify the Artist and the County from any suits, claims or actions brought by any person or persons and from all costs and expenses of litigation brought against the Artist for such injuries to persons or damage to property occurring during the agreement or thereafter that results from performance by Artist of the obligations set forth in this agreement. At all times during the term of this agreement and for one year after acceptance of the project, **unless the requirement is waived by the Monroe County Risk Manager**, Artist shall maintain on file with the County a certificate of insurance of the carriers showing that the aforesaid insurance policy is in effect. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change or reduction in coverage unless a minimum of thirty (30) days prior notification is given to the County by the insurer.

Acceptance and/or approval of Artist's insurance shall not be construed as relieving Artist from any liability or obligation assumed under this contract or imposed by law.

The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies except worker's compensation.

Any deviations from these General Insurance Requirements must be requested in writing on the County form titled "Request for Waiver of Insurance Requirements" and must be approved by Monroe County Risk Management. The following coverages shall be provided prior to commencement of work governed by this contract:

1. Workers Compensation if, and as required by Florida Statutes.
2. General Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum:
Premises Operations
 - Projects and Completed Operations
 - Blanket Contractual Liability
 - Personal Injury Liability
 - Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$300,000 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$200,000 per Person
\$300,000 per Occurrence
\$ 50,000 Property Damage

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the County.

21. NOTICE. Any written notice to be given to either party under this agreement or related hereto shall be addressed and delivered as follows:

For Artist

For County
Florida Keys Council of the Arts
1100 Simonton Street
Key West, FL 33040

And

County Attorney
P.O. Box 1026
Key West, FL 33041-1026

This Agreement is entered into as of the day and year first written above and is executed in at least four original copies of which one is to be delivered to the Artist, one to Facilities Development for use in the administration of the Contract, and the remainder to the Owner.

Execution by the Artist must be by a person with authority to bind the entity.

Signature of the person executing the document must be notarized and witnessed by another officer of the entity, or by two other witnesses.

(SEAL)

Attest: Amy Heavilin, Clerk

**BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA**

By: _____
Deputy Clerk

By: _____
Mayor/Chairman

(Seal)

Attest:

ARTIST:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Or:

Witness 1: _____

Date: _____

Print Name: _____

Witness 2: _____

Date: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, known to me to be the person whose name is subscribed above or who produced _____ as identification, and acknowledged that he/she is the person who executed the above contract with Monroe County for the artwork at MARATHON COURT HOUSE for the purposes therein contained.

Date:

Notary Public

Print Name

My commission expires:

LOBBYING AND CONFLICT OF INTEREST CLAUSE

**SWORN STATEMENT UNDER ORDINANCE NO. 010-1990
MONROE COUNTY, FLORIDA**

ETHICS CLAUSE

(Company)

"... warrants that he/it has not employed, retained or otherwise had act on his/its behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee".

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on _____

(date) by _____ (name of affiant). He/She is personally

known to me or has produced _____ as

identification. (type of identification)

NOTARY PUBLIC

My commission expires: _____

NON-COLLUSION AFFIDAVIT

I, _____ of the city of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____
the bidder making the Proposal for the project described in the Request for
Qualifications for: _____
and that I executed the said proposal with full authority to do so:

2. the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
3. unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and
4. no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition;
5. the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Respondent)

(Date)

STATE OF: _____

COUNTY OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
who, after first being sworn by me, (name of individual signing) affixed his/her signature in the
space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

I have read the above and state that neither _____ (Proposer's name) nor any Affiliate has been placed on the convicted vendor list within the last 36 months.

(Signature)

Date: _____

STATE OF: _____

COUNTY OF: _____

Subscribed and sworn to (or affirmed) before me on the _____ day of _____, 20____, by _____ (name of affiant). He/She is personally known to me or has produced _____ (type of identification) as identification.

My Commission Expires: _____

NOTARY PUBLIC

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

1. Publish 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. Inform 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. Give 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), notify the employee 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 of guilty or notu contendere to, any violation of Chapter 893 (Florida Statutes) or of 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. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, or any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Respondent's Signature

Date

NOTARY PUBLIC

My Commission Expires: _____



CITY OF PORT ST LUCIE

Art in Public Places Plan

March // 2021

A MESSAGE FROM MAYOR ORAVEC

On behalf of our five-person City Council, the City Manager and municipal staff, and the people of Port St. Lucie, it is my pleasure to introduce you to our Art in Public Places Plan.

As you may know, incorporated in 1961, our City has come a long way in a short time. Originally marketed around the world, and especially in the northeast, as a retirement haven, we have gone from a sales pitch and bedroom community, where only 330 people lived in 1970, to an award-winning, full-service city that is currently home to 206,000 residents and counting.

There are many things to love about Port St. Lucie. We are blessed by natural resources that epitomize the Florida lifestyle. We are the safest large city in Florida. We're a large and growing community with an increasing number of citizens, amenities and opportunities, and we've kept our friendly hometown feel. We have one of the highest rates of homeownership in the country; and we're a melting pot, where people of all races and ethnicities live together. Based on these and other strengths, I often think that what makes Port St. Lucie most special is that we are a place where the American Dream is alive and well; and, just as an essential element of the American Dream is the belief that a good life will be even better for our children and the next generation, I believe that an essential element of Port St. Lucie is our great promise. For all that there is to love, our best is yet to come!

As our City continues to evolve and as we continue to work towards fulfilling our great promise, our community has taken an increasingly comprehensive and thoughtful approach to building an even safer, more beautiful and more prosperous city for all people, and I believe this dynamic is on exhibit in this Art in Public Places Plan and the citizen-driven planning process that created it. The seeds that were planted for a formal public art program in 2007 have taken root, sprouted and, through this plan, will bear a bountiful harvest over the next ten years. We can and should expect the implementation of this plan to improve the quality of life in Port St. Lucie in ways big and small, from beautification and economic development to property values and civic pride. If we get it right, every day that you spend out and about in PSL should be made a little brighter by an encounter with public art.

We hope that you are encouraged by our Art in Public Places Plan and want to join us in implementing it (if you haven't already). Our public arts efforts, like the City itself, is in your hands. We want you to be part of it. We want you to be proud of it.

If you want to get involved or the City Council and I can ever be of assistance, please do not hesitate to contact us at 772-871-5159; and please bookmark www.cityofpsl.com/publicart and revisit it often.

Very truly yours,



Gregory J. Oravec, Mayor

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Executive Summary

The Port St. Lucie Art in Public Places Master Plan takes an overarching look at the existing Art in Public Places program for the city while setting out a vision for the future and defining how public art will integrate into the success of the City.

The Existing Program

With an Art in Public Places Ordinance that rivals other cities in Florida and beyond Port St. Lucie is well positioned to be a leader in public art. With survey results that display some unfamiliarity with how public art is funded in the city, this plan seeks to demonstrate how and why public art is funded in the city. This plan also shows how the program aligns with other city priorities.

The Future Program

This plan seeks to transform the Port St. Lucie Art in Public Places program into an efficient, resident driven public service that delivers high quality public art that resonates for the people of Port St. Lucie. By defining the story of the city, establishing bold strategies, and conceptualizing impactful projects this plan sets out a vision of a creative, fun, and high impact Art in Public Places program in Port St. Lucie.

The Future Process

At the heart of an efficient and effective Art in Public Places program are clear and strong policies. This plan creates such policies and gives clear guidance on how to manage the overall program. The plan itself is geared towards process and implementation as much as creativity and fun in order to deliver results for the community.



Why an Art in Public Places Master Plan?

This plan is being created in order to further operationalize the Art in Public Places program as adopted in 2018. The Art in Public Places Master Plan seeks to build upon the great work that has already been done to create a strong foundation for public art in Port St. Lucie. With a strong ordinance and consistent funding, the Art in Public Places program is on the brink of making major impacts in the City of Port St. Lucie. Through intention public art will help uplift the city, creating strong, beautiful places that will draw people together and meet the needs of residents and visitors.

Within this document we explain the existing Art in Public Places program, lay out a vision for where it should go in the future, and put forth concrete steps that the city can take in order to make the vision a reality. We focus on using public art to create remarkable places in Port St. Lucie that connect residents with their community, creates an identity for the city, further advance the goals of the city and its residents.

Chapter 1: The Existing Art in Public Places Program

The current Art in Public Places program was established Dec. 10, 2018 through the adoption of Ord. No. 18-67, § 1. Chapter 162 of the City's Code of Ordinances cements the structure of the overall program, the composition of the Public Art Advisory Board, and funding for public art.

What is Public Art?

In order to ensure that funds intended to create public art live up to their intention, the Art in Public Places Ordinance specifically defines public art.

For the purposes of the Art in Public Places program art, artwork or work of art means an original physical work created or produced by an Artist. Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art. Artwork may include, but is not limited to:

1. Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
2. Murals or portable paintings: in any material or variety of materials.
3. Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including light, sound, literary elements, film, holographic images, and video systems; hybrids of any media and new genres.
4. Furnishings or fixtures, including, but not limited to gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
5. Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist. Such design elements may include pools, paths, benches, planters, and fixtures and vegetative materials where designed by a professional visual artist and/or are an integral part of the artwork by the artist.
6. Temporary artwork or installation that serve the purpose of providing community and educational outreach.
7. The incremental costs of infrastructure elements, such as sound walls, utility structures, roadway elements, and other items if designed by an artist as a co-designer.

The following are, per the Ordinance, not considered artwork for the purposes of Art in Public Places funding:

1. Art objects which are mass produced or are of standard manufacture, such as playground equipment, fountains, statutory elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
2. Reproductions, by mechanical or other means, of original artwork, except in the case of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.
3. Decorative, ornamental, architectural, or functional elements which are designed by the building architect as opposed to elements created by an artist commissioned for that purpose.
4. Services or utilities necessary to operate and maintain an artwork over time.

Public Art Advisory Board

Membership

The public art advisory board has seven (7) members and two (2) alternates and members must live in Port St. Lucie for at least a year. Membership includes the following:

Organizational Representatives

- A representative of the St. Lucie County Chamber of Commerce.
- A representative of the Treasure Coast Builders' Association.

Whenever possible, the remaining members should be representative of one (1) or more of the following classifications:

- Architect, or interior designer;
- Landscape architect or land use planner;
- Professional in the field of art;
- Art or architectural historian;
- Art educator;
- Artist

Responsibilities

Per the Ordinance the Public Art Advisory Board has the following responsibilities:

- Advise the city council on the adoption of policies and procedures to acquire, commission, and maintain works of art in public places.
- Advise the city council regarding applications for the installation of art as part of private projects pursuant to this chapter.
- Advise the city council regarding installation of art as part of public projects pursuant to this chapter.
- Advise the city council regarding proposed donations of art pursuant to this chapter.
- Recommend sites for location of public art in accordance with the public art master plan.
- Provide recommendations and guidance in implementation of the public art master plan.
- From time to time, recommend to the city council updates or revisions to the public art master plan that identify proposed locations and criteria for public artwork, art selection, and placement criteria, and other program recommendations, to reflect the changing environment of the city. It is the intent that such master plan be updated every five (5) years.
- Conduct, with the assistance of city staff, calls to artists regarding installation of art as part of public projects and regarding installation of art using the Art Fund pursuant to this chapter.
- Provide recommendations to the city council on the maintenance of city-owned artwork to preserve and protect the public art in the city's collection.
- Provide recommendations to the city council on the deaccessioning, removal, or replacement of public art owned by the city.
- Advise the city council regarding murals to be installed on city property.
- Propose recommendations to the city council regarding the art in public places ordinance and program.
- Report to the city council, on an annual basis, the status of the art in public places program, the application of the master plan, the use of art in public places funds and the fund balance.

Public Art Evaluation

The public art advisory board shall consider the following criteria in recommending approval or disapproval of a work of art:

- **Complies.** The proposed art conforms to the definition of art contained in this chapter and will be created by an artist or local artist as defined in this chapter.
- **Master plan.** The proposed art meets the qualities described in the art in public places master plan, if applicable to the project.
- **Visual accessibility.** The proposed art will be readily visible to the public and meet the location requirements of this chapter.
- **Quality.** The proposed artist is professionally recognized in the medium, and the proposed art is of quality and enduring value.
- **Appropriateness to site.** The proposed art is of design, scale, and material appropriate to the site.
- **Compatibility.** The proposed art is compatible with surrounding neighborhoods.
- **Public Welfare.** The proposed art is not detrimental to the public welfare and will not constitute a safety hazard.
- **Maintenance.** The proposed art will not require extraordinary maintenance.
- **Valuation.** The proposed art meets or exceeds the public art assessment requirements of this chapter.
- **Location.** The proposed location of the art and/or element(s) is in an exterior place and is appropriate to accommodate the size and scale of the proposed art and/or element(s), has or can reasonably accommodate any necessary supporting infrastructure and is in compliance with applicable city code requirements such as visibility triangle. Notwithstanding the foregoing, art purchased with the Art in Public Places fund or for public construction projects may be located inside publicly owned buildings.

Funding

The public art advisory board shall consider the following criteria in recommending approval or disapproval of a work of art:

Private Development

Applicable Projects

- All private non-residential development projects and all residential development projects with more than ten (10) units, including new construction, or the renovation or improvement of an existing building where fifty percent (50%) or more of a building is being modified, renovated, expanded, rebuilt or improved by construction.
- The provisions of this section apply to new development or new construction within existing planned developments.

Requirements

All applicable private development must choose one of the options below within ninety (90) days of the issuance of the first building permit or site work permit for a subdivision plat for any portion of the project in order to comply with the public art requirements

Option 1: On-site Artwork.

- Requirement: The developer must either submit documentation of the escrow of funds for a work of art valued in an amount not less than one percent (1%) of the total construction costs (up to \$100,000) and submit an application for approval of the work of art in compliance with this chapter.
- Encouragement of Local Artists: If a local artist (from St. Lucie or one of the surrounding counties) is commissioned, the developer is only required to spend ninety percent (90%) of one percent (1%) of the total construction costs.

Option 2: Contribute to Fund.

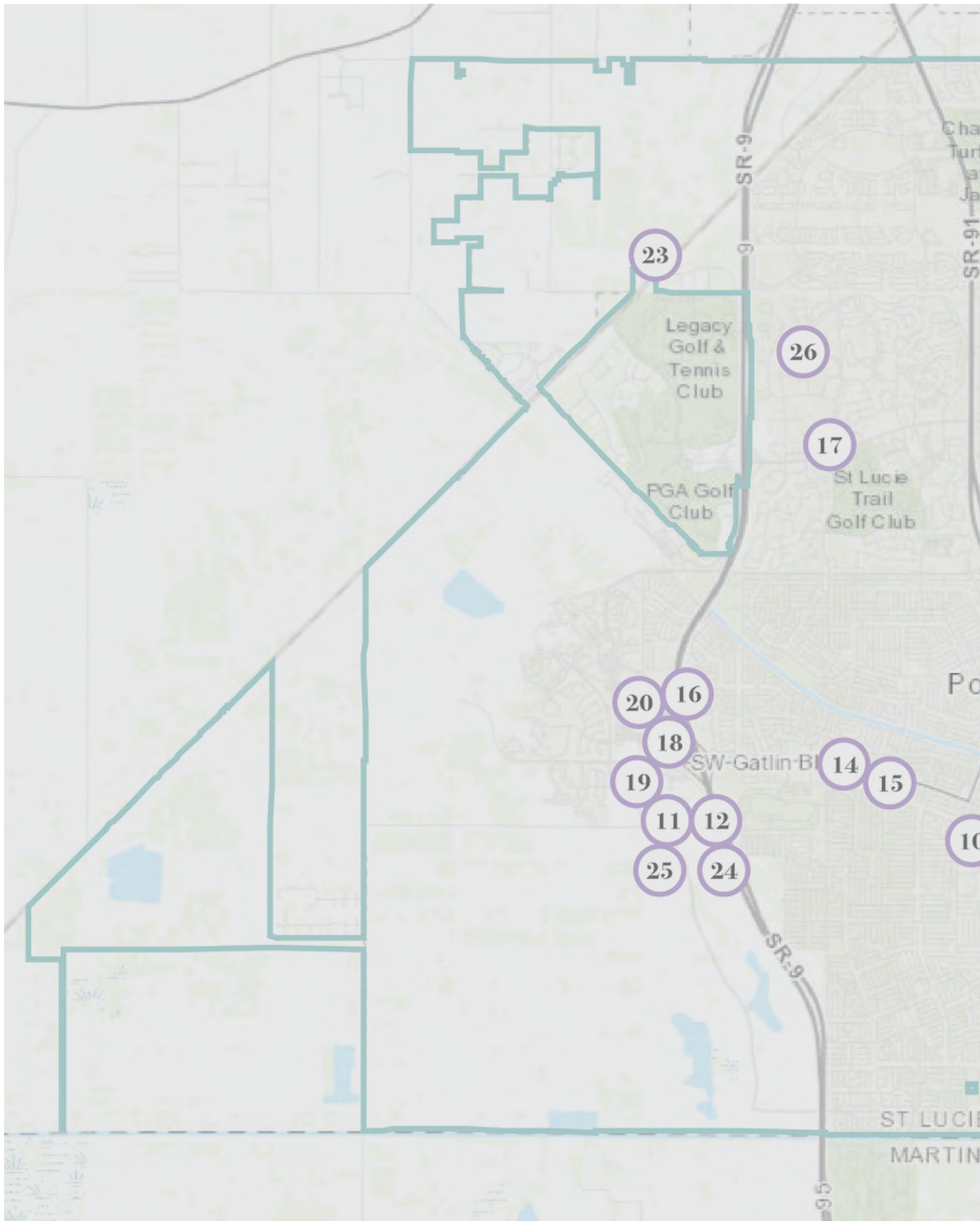
- Encouragement of Contribution to Fund: In order to give the city opportunities to implement projects in public places, developers are encouraged to contribute eighty percent (80%) of one percent (1%) of the total construction costs for deposit to the art in public places funds.
- Requirement: The public art assessment must be paid in full prior to the issuance of a certificate of occupancy except for subdivision plats which are required to submit the public art assessment in full at the time of recording of the final plat.

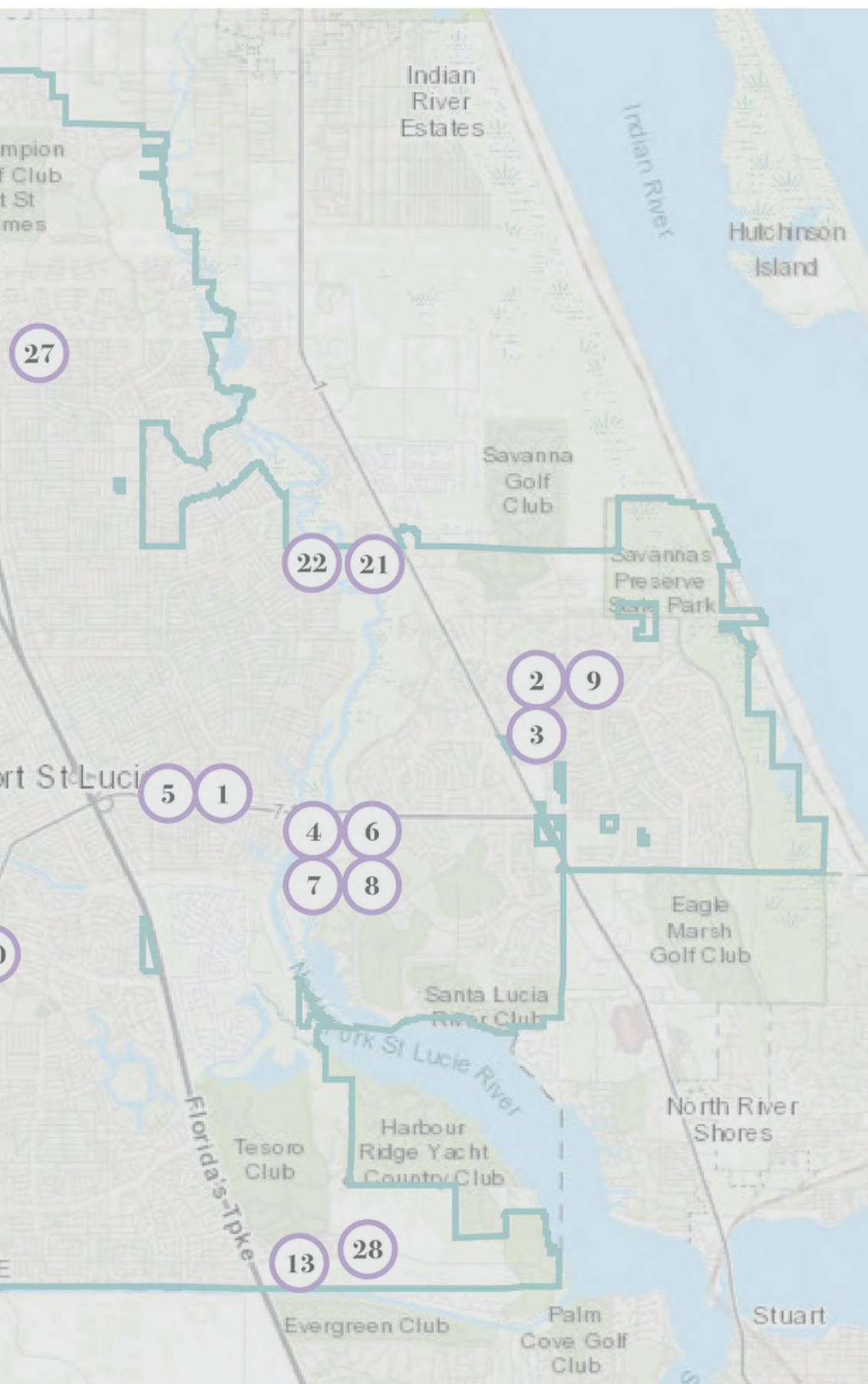
Option 3: On-site Artwork and Contribute to Fund.

- Submit documentation evidencing the escrow of funds for a work of art valued in an amount less than one percent (1%) of the total construction costs and contribute eighty percent (80%) of the balance of the public art assessment (one percent (1%) of the total construction costs) for deposit in the art in public places fund.

*Note: The public art assessment for residential development projects will be calculated on a plat by plat basis. Total construction costs for purposes of calculating the public art assessment will be based on the total construction costs for all property depicted on each plat included within the residential development project. The public art assessment for any single project is capped at \$100,000.00.

Inventory





	Name of Piece
1	Born Free
2	Five Kids in Tree
3	Two Kids on Bench
4	Butterfly Mosaic wall
5	St. Lucie River Mural
6	3 Cubes
7	Leaf Quill
8	Armillary Steel Sphere
9	Duo
10	Polo Player on Horse
11	Busts
12	Benches (4)
13	Untitled
14	Mantle
15	Dark Planet
16	Mosaic Wall Tiles
17	Arrival Fountain
18	Coastal Rhythm
19	Untitled
20	Turtles & Spades
21	Tiles
22	Metal Sculptures
23	Water Feature/ Fountain
24	Exterior Lighting
25	Fugue
26	Shea Stadium Mash-Up
27	Relate
28	Veranda Sails

	Name of Piece	Artist	Year	Location	Neighborhood	Address	Ownership	Location
1	Born Free	Esther Wertheimer	1998	PSL Community Center	Riverview	2195 SE Airoso Blvd	Public	Exterior
2	Five Kids in Tree	Unknown	2006	Mary Ann Cernuto	Sandhill Crossing	2060 SE Grand Drive	Public	Exterior
3	Two Kids on Bench	Unknown	2006	Mary Ann Cernuto	Sandhill Crossing	2060 SE Grand Drive	Public	Exterior
4	Butterfly Mosaic wall	Anita Prentice	2013	Botanical Gardens	Sandpiper Bay	Butterfly Garden	Public	Exterior
5	St. Lucie River Mural	Shannon Wiley	2014	City Hall	Bayshore Heights	121 SW Port St Lucie Blvd	Public	Exterior
6	3 Cubes	Dale Rogers Studio	2014	Botanical Gardens	Sandpiper Bay	2410 SE Westmoreland Blvd	Public	Exterior
7	Leaf Quill	David Harber	2016	Botanical Gardens	Sandpiper Bay	2410 SE Westmoreland Blvd	Public	Interior
8	Armillary Steel Sphere	David Harber	2016	Botanical Gardens	Sandpiper Bay	2410 SE Westmoreland Blvd	Public	Exterior
9	Duo	Charles Strain	2017	Grove Park Apartments	Sandhill Crossing	2033 SE Lennard Rd	Private	Exterior
10	Polo Player on Horse	Life Size Statues	2017	Sympatico Plaza	Whispering Pines	3045 SW Port St Lucie Blvd	Private	Exterior
11	Busts	Lazaro Valdez	2017	Keiser University	Tradition	9400 SW Discovery Way	Private	Interior
12	Benches (4)	Anita Prentice	2017	Keiser University	Tradition	9400 SW Discovery Way	Private	Exterior
13	Untitled	Geoffrey Smith	2017	Veranda	Southbend Lakes	788 SE Becker Rd	Public/CDD	Exterior
14	Mantle	David Harber	2018	Gatlin Boulevard	Gatlin Pines	1512 SW Gatlin Blvd	Public	Exterior
15	Dark Planet	David Harber	2018	Gatlin Boulevard	Gatlin Pines	2710 SW Savona	Public	Exterior
16	Mosaic Wall Tiles	Conrad Pickle Studios	2018	Tax Collector's @Tradition	Tradition	10264 SW Village Parkway	Public	Interior
17	Arrival Fountain	Distinctive Statuary	2018	Watercrest	St. Lucie West	279 NW California Blvd.	Private	Exterior
18	Coastal Rhythm	Rob Lorenson	2019	Townplace Suites by Marriott	Tradition	10460 SW Village Pkwy	Private	Exterior
19	Untitled	Dustin Miller	2019	Springs at Tradition	Tradition	11200 SW Village Ct	Private	Exterior
20	Turtles & Spades	Geoffrey Smith	2019	Tax Collector's @Tradition	Tradition	10264 SW Village Parkway	Unknown	Interior
21	Tiles	Guy Harvey	2019	Walter England III Bridge	Lyngate & Riverview	Crosstown Parkway	Public	Exterior
22	Metal Sculptures	American Bronze	2019	Walter England III Bridge	Riverview	Crosstown Parkway & Coral Reef St.	Public	Exterior
23	Water Feature/Fountain	A&G Pools	2019	A&G Pools	N/A	8880 NW Glades Cut Off Road	Private	Exterior
24	Exterior Lighting	TAMCO	2019	TAMCO/CES	Tradition	11675 SW Tom Mackie Blvd	Private	Exterior
25	Fugue	David Hayes	2020	Grande Palms Apartments	Tradition	11349 SW Discovery Way	Private	Exterior
26	Shea Stadium Mash-Up	Frank Anselmo & Josh Rosenman	2020	Clover Park Field	St. Lucie West	31 Piazza Dr	Public	Exterior
27	Relate	Michael Szabo	2020	Roundabout	Northport Village	Bayshore & Selvitz	Public	Exterior
28	Veranda Sails	David Harber	2020/21	Veranda	Southbend Lakes	Becker Rd & Veranda Gardens	Public/CDD	Exterior

Staffing

The Art in Public Places program is currently staffed by a staff member of the Planning and Zoning Department. Only a portion of the staff member's time is allocated to staffing the Public Art Advisory Board and implementing the Art in Public Places program.

Community Partners

The Art in Public Places has a variety of engaged community partners including the following:

- St. Lucie Cultural Alliance
- Port St. Lucie Botanical Garden
- Port St. Lucie Art League
- St. Lucie Public Schools

Chapter 2: Port St. Lucie in Our Words

Port St. Lucie is a relatively young community that has come into its own over the past several decades. As the city has grown and evolved an identity has begun to emerge that differentiates PSL from other nearby and faraway communities. The following words, phrases, and images will help to inspire artists and designers working in Port St. Lucie ensure that their work will mesh well within the community and become beloved by locals and visitors alike.



*For so many in Port St.
Lucie, the city is defined by
one word: home*

Family Vibe



*A Step Back
in Time*

Green



Quiet

Comfortable



A SLICE OF FLORIDA PARADISE

Port St. Lucie is a quintessential Florida town that spans from river to coast and beyond.

Sunshine



Floresta



Water

Botanical Garden



Baseball



A CITY FOR ALL



For so many in Port St. Lucie, the city is defined by one word: home

Small Town Feel



Safe

Family Town



Potential

Diversity



PAST, PRESENT, FUTURE



Port St. Lucie straddles the line between the Florida of the recent past and the state of the future.

Momentum



Easy Living

Accessible



Neighborhoods

Peaceful



NATURE NEARBY



St. Lucie River

The natural environment defines Port St. Lucie and is a key source of joy for residents and visitors.

Mangrove



Sandhill Crane



Savanna

Butterfly



Chapter 3: Strategy for Success

Contained within this chapter are the vision and guiding principles for the Art in Public Places program along with several overarching strategies that should be used to guide various aspects of the program. These statements were developed based on feedback from stakeholders and based on guidance from the public through our surveys



Intentionality of Public Art

A strong Art in Public Places program in Port St. Lucie must be guided with strong intentions. The following vision and guiding principles were developed based on public feedback to guide all aspects of the program.

Vision for Public Art

In Port St. Lucie public art serves the community by creating remarkable, beautiful, engaging public spaces.



Guiding Principles

The people of Port St. Lucie desire a future where public art:

- Creates a strong sense of place that allows for community interaction
- Ensures diversity and accessibility in A City for All Ages
- Compliments and draws attention to the natural environment
- Engages people with a sense of playfulness and whimsy
- Beautify the physical landscape of the community

Strategy 1

Placemaking with public art

A consistent message from residents and stakeholders was a lack of and a need for a Downtown area in Port St. Lucie. Though this possibility is outside the scope of an Art in Public Places Master Plan, by using public art for placemaking we can fulfill some of the roles of a downtown through public art.

What can we accomplish?

- Create a sense of place
- Beautify the built environment
- Establish community meetings points
- Provide opportunities for interaction

Strategy 2

WOW! public art

Large-scale public art that is visually striking or highly interactive has the power to transform the way that people experience their community. The Art in Public Places program should strive towards implementing highly impactful pieces of public art.

Strategy 3

Empower local artists

There is a strong local arts community in Port St. Lucie and the surrounding areas. Specific opportunities should be created to empower the community and engage with emerging artists.

Strategy 4

Enhanced procurement guidelines

While the Art in Public Places Ordinance lays out the foundation of the program, enhanced guidelines for procurement will ensure a strong, transparent, world class program.

Strategy 5

Coordination with citywide efforts

The City of Port St. Lucie has several large-scale multiyear efforts that are ideal opportunities for collaboration with the Art in Public Places Program. The Neighborhood Services Department's N.I.C.E program and Keep Port St. Lucie Beautiful each place a strong emphasis on uplifting it's the city and its neighborhoods. Public art should be used as a component in the these and other city efforts.

Strategy 6

Right-sized staffing

As the Art in Public Places program grows and matures, additional staff time may be needed in order to implement more large scale and intentional projects. Staffing needs may be accomplished by dedicating a full-time staff member to the program or alternatively utilizing outside consultants in order to facilitate selection and implementation processes.

Chapter 4: Place in Port St. Lucie

In order to create the most impact possible in Port St. Lucie a strong place based public art strategy must be employed in keeping with the overall Strategy for Success outlined in Chapter 3. The following chapter outlines additional elements for a place based public art strategy.



Location Types

Port St. Lucie is an expansive city with many location opportunities for public art. Below is a refined list of types of locations that should be prioritized for public art.

DESTINATIONS AND ACTIVITY CENTERS



GATEWAYS



PARKS, TRAILS, AND OPEN SPACE

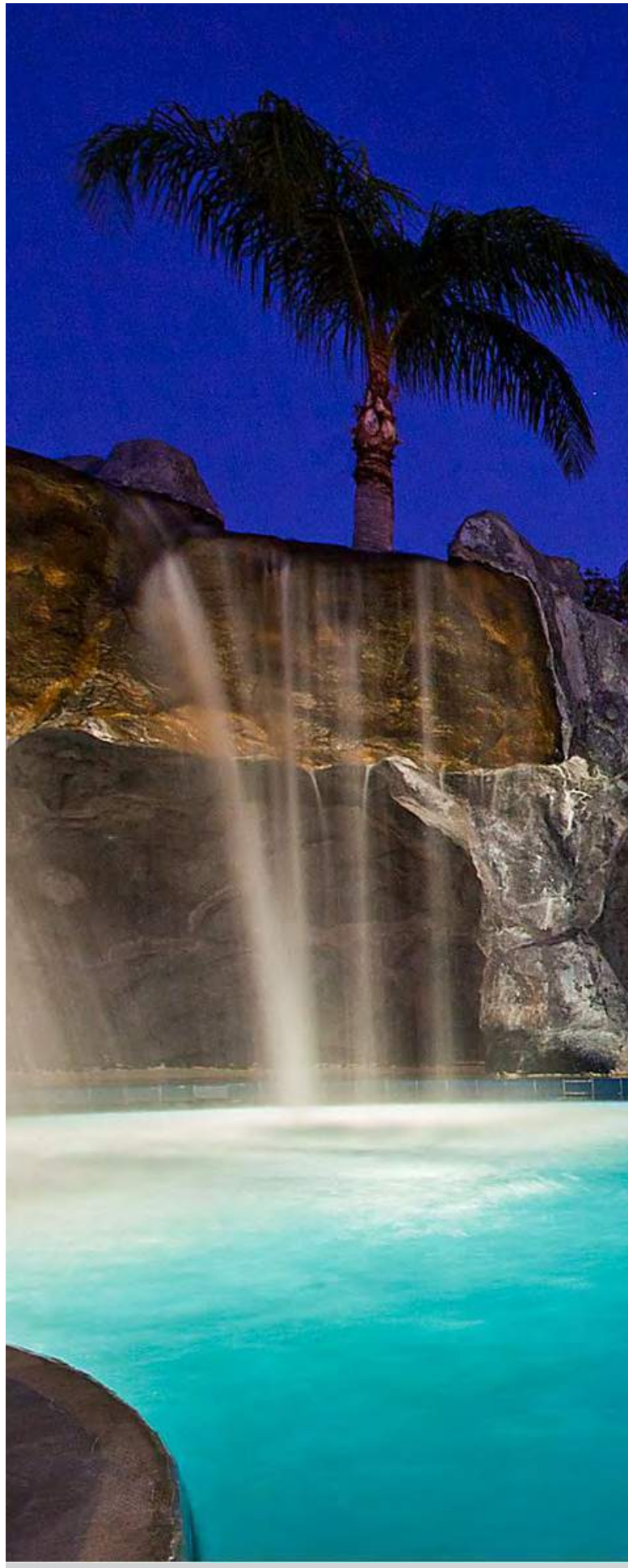


ROUNABOUTS

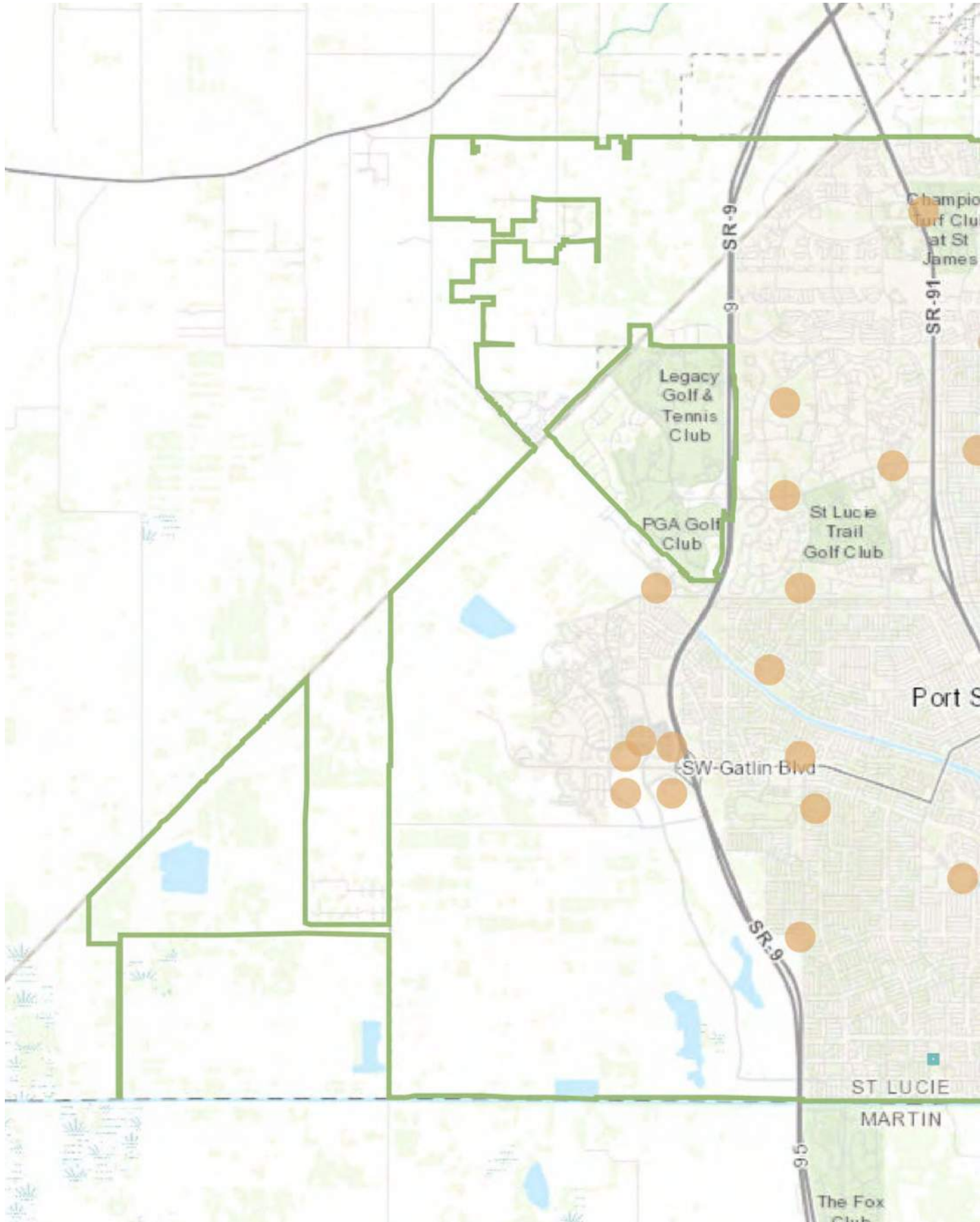
*WITHIN
STREETSCAPES
OR MEDIANS*

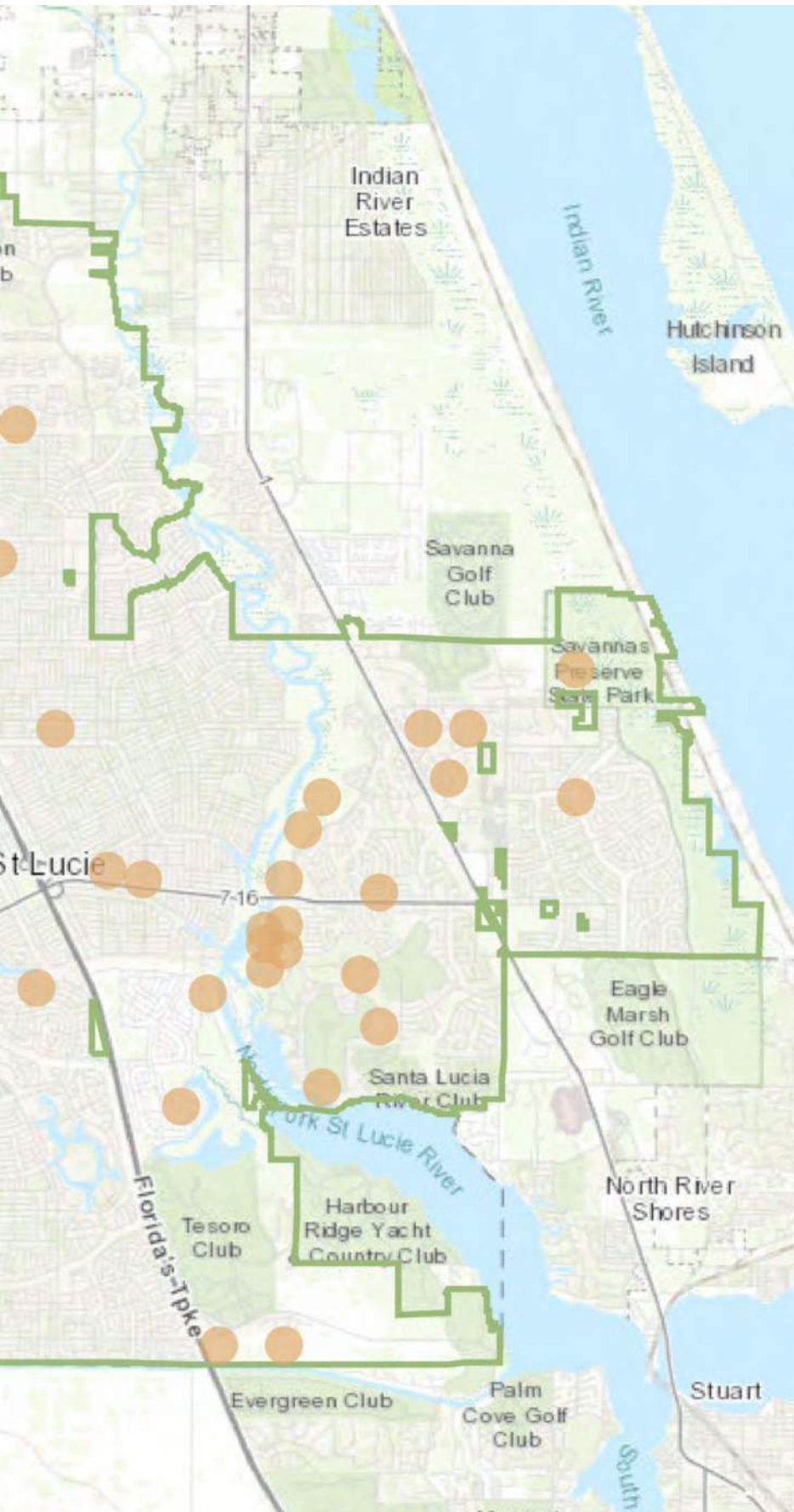
*MAJOR
INTERSECTIONS*

*NEIGHBORHOOD
ENTRANCES*



Priority Locations





Roads	Parks & Public Space	Neighborhoods
Airoso Blvd	Botanical Gardens	PGA/Verano
Bayshore Blvd	City Hall & Police Building	Northport area
Becker Road	Clover Field	Sandhill Crossing
Cashmere Blvd	Club Med	Southern Grove
Crosstown Pkwy	Community Center	Veranda Gardens
Darwin Blvd	Fire Stations/Admin Office	Torino
Floresta Dr	Hillmoor/Woodstork Trail	Tradition Lake
Gatlin Blvd	Jessica Clinton Park	Tradition Square
Grand Drive	Lake Harvey	The Landings at Tradition
Green River Parkway	Libraries	
I-95	MidFlorida Event Center	
Lennard Road	North Fork	
Port St. Lucie Blvd.	Oak Hammock	
Prima Vista Blvd	Oxbow Preserve	
St. James Blvd	Peacock Park	
Southbend Blvd	Rivergate Park	
Torino Pkwy	Riverwalk Area	
Tradition Parkway	Sandpiper Park	
Tulip Blvd	Savannas Recreation area	
Village Parkway	Spruce Bluff Preserve	
US #1	The Port – Lyngate Park + dog park	
Veterans Memorial Pkwy	The Port – Pioneer Park	
Walton Road	The Port Rivergate Park	
	The Port- Veterans Memorial Park	
	Tradition Park (future)	
	Westmoreland Park	
	Whispering Pines Park/ Minsky Gym	
	Woodland Trails Park	

Chapter 5: Policy for Success

Key to a strong program are strong policies. Below is a summary of each policy proposed by the Art in Public Places Master Plan. The full policies are within Appendix C. The policies should be adopted through resolution by council to live alongside the existing Public Art Advisory Board Guidelines

Introduction

This policy formalizes the vision and guiding principles for the program as well as lays out definitions for the remaining policies.

Use of Funds

This policy defines in greater detail how Art in Public Places funds may be used throughout the development and implementation of public art projects.

Acquisition Policy

This policy establishes the practices for acquiring artworks through the Art in Public Places Fund. This detailed policy will ensure a transparent process for acquiring artwork and favors open ended selection processes in order to promote artistic excellence and further the goals and strategies of the program.

Collection Management Policy

This policy establishes the management practices of artworks acquired through the solicitation and donation processes. These pieces are considered part of the City's Permanent Collection and must be cared for in accordance with the Maintenance Policy. The Collection Management Policy is intended to maintain the value of the City's Permanent Collection and guard against inappropriate disposal of any of its pieces.

Donation Procedures

This policy creates procedures for individuals or organization who request to donate artwork to the City. These donations may be considered on a case-by-case basis and requests for consideration shall be made through the Public Art Advisory Board.

Maintenance Policy

This policy establishes the procedure for maintenance of the future art collection as well as for pieces currently in the collection. Direction for surveying the collection, working with future artists to establish a maintenance plan for any commissioned work, and inspection guidelines are included.

Emergency Management Policy

This policy establishes a process for protecting the city's investment in its public art collection in the event of a natural disaster or other emergency.

Chapter 6: Connecting to the Strategic Plan

Originally adopted by City Council in June 2017, the City's Strategic Plan is updated annually using a four-step process of continuous improvement. The following chapter analyzes how the City's Art in Public Places program will work to integrate with and achieve the Vision, Mission, and Strategic Goals laid out in the City's 2021 Strategic Plan. This section should be updated annually as part of the Art in Public Places Work Plan in order to ensure alignment with large City goals.



Goals

Seven Strategic Goals were adopted by City Council as part of the 2021 Strategic Plan. These goals are accompanied by Initiatives and Priority Projects within each section. The planning team has identified the following Strategic Goals (along with specific Initiatives or Priority Projects) for their connection to and their potential for advancement by the Art in Public Places Program.



1. *Safe, Clean & Beautiful*
2. *Vibrant Neighborhoods*
3. *Quality Education for All Residents*
4. *Diverse Economy & Employment Opportunities*
5. *High Quality Infrastructure & Facilities*
6. *Culture, Nature & Fun Activities*
7. *High Performing City Government Organization*

Goal 1:

Safe, Clean & Beautiful

Strategic Initiative: Beautify Landscaping of Roadways, Public Parks & Gateways

From the Strategic Plan

Beautification is important to City residents and 8 in 10 residents gave excellent or good ratings to the overall appearance of the City. The Council has prioritized the creation and implementation of plans for landscape beautification of roadways, public parks, properties and gateways into the city. Priority Projects in FY 2020/21 will advance the beautification of two gateways and through a Keep PSL Beautiful Beautification Plan for targeted projects throughout the City.

Connection to the Art in Public Places Program

The Art in Public Places program is implicitly connected to efforts to beautify the City. Recent investments in public art have often been along roadways or at gateways and this plan places a large focus on investments in public parks. Beautification efforts by the city should be coordinated with the public art program and if possible, public art investments should be implemented alongside these other efforts.

Specific Connections:

Priority Project 1: U.S. Highway 1 & Village Green Drive Corridor Beautification

Public art investments should be planned for an made as part of this initiative. Investments should be made through the Percent for Art in Public Projects.

Priority Project 2: St. James Boulevard Beautification and Corridor Improvements

Public art investments should be planned for an made as part of this initiative. Investments should be made through the Percent for Art in Public Projects.

Priority Project 3: Keep Port St. Lucie Beautiful Beautification Plan

Future updates to the KPSLB Beautification Plan should be done in coordination with the Art in Public Places Program.

Goal 2:

Vibrant Neighborhoods

Strategic Initiative: Neighborhood Improvement & Community Engagement (N.I.C.E.)

From the Strategic Plan

The City's original master developer, the General Development Corporation, only assigned numbers to most of the City's subdivisions as it systematically created 80,000 1/4 acre lots. As a result, most of the neighborhoods in Port St. Lucie didn't have a name and are hard to identify. As part of the N.I.C.E. Program, City staff is working with residents to change that and many other aspects of our neighborhoods for the better. The City Council has prioritized continued engagement through the Neighborhood Improvement and Community Engagement (N.I.C.E.) Program by working with each of the neighborhoods to implement capital improvement programs, and/or other initiatives to meet the residents' needs and maintain the City's high quality of life

Connection to the Art in Public Places Program

The program has successfully implemented many neighborhood based public art projects throughout the City's neighborhoods with particular success from the utility box program. This plan builds upon the work of the N.I.C.E. Program and pays specific attention to neighborhoods when thinking about the implementation of public art in Port St. Lucie. Future efforts should coordinate even more closely with other city departments in order to help achieve the goal of vibrant neighborhoods.

Specific Connections:

Priority Project 2: Neighborhood Parks Development Program

As neighborhood parks are developed, public art projects should be implemented within each neighborhood park in order to cement community identity and to ensure that all residents have access to public art.

Goal 4: Diverse Economy & Employment Opportunities

Strategic Initiative: City Center

From the Strategic Plan

The goal of this strategic initiative is to make City Center the mixed-use cornerstone of eastern Port St. Lucie by partnering with the Receiver to place the privately-owned parcels back on the real estate market as viable, taxpayer owned parcels and businesses.

Connection to the Art in Public Places Program

Arts and culture have always been central to the development of the City Center. As future redevelopment efforts take center stage, public art should be at the center and forefront of the City's efforts in order to help draw investments, visitors, and to create a dynamic public space. A public private project is one opportunity for the implementation of public art as the City Center is reimagined.

Goal 5: High Quality Infrastructure & Facilities

Strategic Initiative: Plan Roadways for Future Needs

From the Strategic Plan

Roadways are crucial to the economic and social health of a city's built environment. The City Council has sought to improve the conditions of the City's 2,150 lane miles and has made considerable progress towards meeting their goals opening the long awaited Crosstown Parkway Extension in 2019, adopting the City's first ever Ten Year Sidewalk Master Plan and Repaving Master Plan and through passage of the Half Cent Sales Tax. New projects will allow the City to continue to plan and respond to the City's future growth.

Connection to the Art in Public Places Program

By including public art within mobility initiatives Port St. Lucie is working to ensure that its transportation network is not only useful but also inviting for residents

Specific Connections:

Priority Project 1: Bus Shelter Public Art Plan

The Bus Shelter Public Art Plan is being created and implemented by the Art in Public Places Program.

Goal 6:

Culture, Nature & Fun

Activities

Strategic Initiative: The Port & Pioneer Park

From the Strategic Plan

The process to develop the Port & Pioneer Park started more than two decades ago when the City began to develop the Riverwalk Boardwalk project along the North Fork to promote the waterfront area and to enhance the public's access to the river. Beginning in the 2000s, the City added approximately 2,000 linear feet of boardwalk along the river, north of Port St. Lucie Boulevard, to provide public access to the river from both Veteran's Park at Rivergate and Tom Hooper Park. At that time, the City also began exploring the idea of giving residents and visitors even more opportunities for entertainment and recreation along the river: in FY 2020/21 this vision moves closer to reality as many elements of the recently named District, "The Port," begin to take shape.

Connection to the Art in Public Places Program

This plan proposes several public art investments within The Port and overall seeks to ensure an emphasis on public art within the park and adjacent facilities. Several public art investments are underway within the area and future investments have the potential to create signature elements for the city. Public art should be integrated into The Port and Pioneer Park Master Plan as well as its implementation. See page 43 for further details on proposed projects within The Port and Pioneer Park.



Chapter 7: Big Ideas for Implementation



Idea 1:

The Port District Art Trail

From its inception in the 2000s, the Riverwalk Boardwalk has been a signature project for the City of Port St. Lucie. With accelerated development of the what is now known as The Port and Pioneer Park underway and anticipated through 2023 this project is a perfect candidate to create an 'Art Trail' that could become a key tool for placemaking in the city. A variety of different sizes, styles, and types of public art should be installed throughout The Port and adjoining parks and facilities. A series of specific public art projects could anchor the art trail include:

Playable Public Art

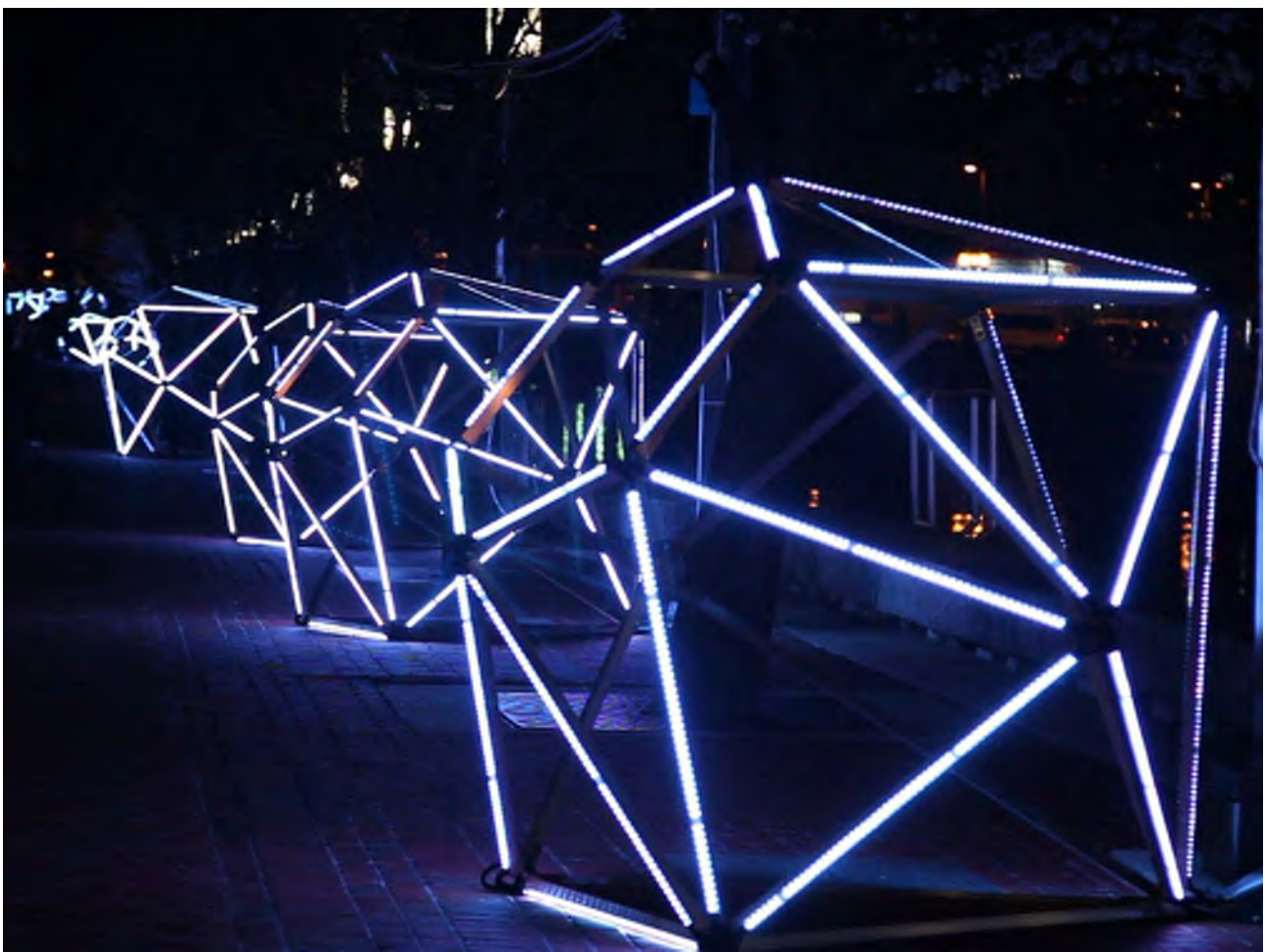
A new playground under development near the Riverwalk Boardwalk in Westmoreland Park could accommodate a large scale playable piece of public art. Due to the unique needs of this piece of public art, the method of selection should be either limited invitational or direct selection. Artists should have experience completing successful playable art or playground. The artists will likely work on the national level. A substantial budget of \$250,000 - \$400,000 should be considered in order to make substantial impact.

Honorific and Memorial Art

The Port will eventually connect with Veterans Memorial Park which is already a prime destination in the area. The park hosts several memorials and is a key meeting place during ceremonial events and celebrations. Additional opportunities to honor or memorialize important community figures could be featured near the Veterans Memorial Park or in other greenspaces in the corridor. An honorific artwork or memorial could create a strong impact as well as create a connection with the overall 'Art Trail'. An open call for artists should be used for the selection. A budget of \$50,000 or more should be considered based on available funds.

Botanical Garden Art

The Port St. Lucie Botanical Garden is a beloved destination in Port St. Lucie for residents and visitors alike. The Botanical Garden is a public private partnership with the facility being provided by the City and maintained by a 501c3 non-profit. There is a strong desire to include more art within the Botanical Garden and a partnership with the Art in Public Places program should be enhanced. A current effort will see the installation of 'Imagine' a temporary sculpture outside the Botanical Garden entrance. Since the Botanical Garden is in property owned by the City of Port St. Lucie and admission is free the location is eligible for Art in Public Places installations. Future pieces may be installed on the exterior of the building or within the gardens itself. An open call for artists should be used for selection and could include a preference for artists that are veterans. A series of pieces could be installed in accordance with the Botanical Garden's Public Art Plan, each with a budget of \$5,000 - \$15,000. Preference should be given to local artists.





Idea 2: Neighborhood Symbols

Through the Neighborhood Services 'NICE' program the city has defined over 30 neighborhoods within the City of Port St. Lucie. Names were chosen by a vote of residents and neighborhood identity has been a key focus. In order to reinforce neighborhood identity and ensure equitable geographic distribution there should be a focus on creating a public art piece for each neighborhood that celebrates the neighborhood identity and serves as a way to come together as a neighborhood. These pieces should be implemented over the next 5 years and an open call for artists should be used for selection. A budget of \$15,000 should be considered for each piece subject to the availability of funds.



Idea 3:

Nature Celebration

The survey work done as part of this plan revealed that residents showed a strong preference for artwork that highlighted the natural environment and sustainability. In order to help fulfill those desires and chart a course for future artwork that focuses on the environment a project should be implemented that celebrates the natural features such as the river, the landscape, or wildlife. This could be an individual artwork or a series of artworks that are located in areas that they are associated with the nature. The artwork(s) should be sensitive to the environment. An open call for artists should be used for selection. A budget of \$50,000 or more should be considered based on available funds.





Idea 4: City Flag

As a relatively 'new' city, Port St. Lucie lacks many traditional symbols that older cities have. Port St. Lucie should create a selection process for a new flag that is guided by the Public Art Advisory Board with input from the public. The flag should be designed based on the principles of the North American Vexillological Association as laid out in their 2006 publication *Good Flag, Bad Flag*. As laid out in the process below, a selection panel should select qualified artists and designers and ultimately pay selected artists for their proposals. The finalist will be contracted in order to refine the design. A budget of \$50,000 should be considered in order to facilitate the process, pay for proposals, contract with the finalist, and bulk purchase the adopted flag. In addition, flags could be sold by the city and funds used for the Art in Public Places program.

Flag Creation Process

- Solicit Request for Qualifications from Artists & Designers
- Name Selection Committee
- Selection Committee Selects 3-5 Artists & Designers as Finalists
- Pay Finalists for a Final Proposal
- Selection Committee Selects Final Proposal
- Refine Design
- Review of Final Design to Public Art Advisory Board
- Adoption of Final Design by City Council



Idea 5: Make a Splash! - with Art

Port St. Lucie's summer heat makes water a must. Splash pads are an increasingly popular amenity created by cities that allow for play with water without the expense and effort of a full-fledged pool. By creating splash pads that have integrated public art opportunities are immediately created for connection and interaction with children and families. An open call for artists should be used for selection. A budget of \$100,000 or more should be considered for the art portion of any splash pad project.



Idea 6:

City Landmark

A large artist designed 'PSL' could become a landmark for locals and tourists alike. In the mold of many such projects throughout the world, the City should encourage a unique design that none-the-less will be an immediate draw. Opportunity locations include near the Adventure Park or Civic Center. An open call for artists should be used for selection. A budget of \$200,000 or more should be considered based on available funds.





Idea 7: Functional Public Art

In order to create a variety of commission opportunities and implement pedestrian scale public artworks a functional art program should be undertaken in areas with pedestrian or cycling access. These works could mural based and more temporary or sculptural should focus on local artists. These pieces should be implemented over the next 5 years and an open call for artists should be used for selection. A budget of \$10,000-\$20,000 should be considered for each piece subject to the availability of funds.

Types of infrastructure that could accommodate or utilize public art include:

- Bus Stops and Shelters
- Bike Racks
- Storm Drains
- Benches
- Sidewalks
- Dumpsters
- Manhole Covers
- Utility Box Covers

Idea 8:

Art Center

Though not available for funding through the Art in Public Places program an art center of some kind was a key request of stakeholders in the planning process. An art center could be used to host art classes, showcase artworks by local artists and serve as a space for small performances. Vacant big box retail spaces in Port St. Lucie may be ideal candidates to transform into an arts center, even on a temporary basis. It may be possible to partner with other local arts organizations in order to fund and implement. Additional studies should be undertaken by the city as funds are available.





Idea 9:

US 1 Installation

The US 1 corridor is the main north-south thoroughfare of the original portion of Port St. Lucie and a target for revitalization. A vibrant beautiful installation could be part of a new development or could be placed in an existing prominent location. A budget of \$200,000 or more should be considered based on available funds.



Idea 10:

Temporary Celebration

An impactful experiential temporary public art installation can show the residents of Port St. Lucie the true potential of public art. This installation will be a draw to not only Port St. Lucie residents but regional residents and visitors as well. This installation should be done in a prominent area, such as the Civic Center and should last for several months. A budget of \$150,000 or more should be considered based on available funds.





ART IN PUBLIC PLACES PLAN **APPENDIX**

March // 2021



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Appendix A: Engagement Report



Assets & Opportunities

Through our initial visits and discussions, we have identified the following assets and opportunities that are key elements to focus on for implementing an enhanced public art program in Port St. Lucie.

Assets

- A strong public art funding mechanism
- An established Public Art Advisory Board
- Developers who understand the benefits of public art and who have chosen to go beyond the required percent for public art in their own projects
- Large amounts of new development which yield funds for public art and also present opportunities to integrate public art directly into new development projects

Opportunities

- Lack of public understanding of the funding mechanism
- Existing built environment that often lacks a sense of place
- Lack of centralized 'downtown' area and a desire in the community for a sense of place
- Relatively undefined identity

Desired Outcomes Report

Our public outreach through surveys, focus groups, and one-on-one conversations has given us clear insight into the desires of the community as they relate to public art. The information below is a condensed and distilled summary of the outcomes desired by stakeholders and the public.

Key Topics to be Addressed by the Public Art Master Plan

- Ways that public art can help fill the void of an established 'Downtown' in Port St. Lucie
- Creating a visually appealing and beautiful public environment
- Celebrating the natural beauty of Port St. Lucie and encouraging interaction and education of that environment
- Creating opportunities for local artists and young people in the community
- Enhancing the identity of Port St. Lucie

Vision for Public Art in Port St. Lucie

In Port St. Lucie public art serves the community by creating remarkable, engaging public spaces.

Guiding Principles of Public Art in Port St. Lucie

- The people of Port St. Lucie desire a future where public art:
- Creates a strong sense of place that allows for community interaction
- Ensures diversity and accessibility in A City for All Ages
- Compliments and draws attention to the natural environment
- Engages people with a sense of playfulness and whimsy

An Operationalized Public Art Program

- Key to making the Vision for Public Art a reality in Port St. Lucie there is a desire to have strong and transparent governance for the public art program. In order to make this a reality the following policies should be adopted by the Public Art Advisory Board:
- Acquisition Policy
 - Process for commissioning artworks
 - Threshold for forming a selection panel
- Collection Management Policy
- Maintenance Policy
- Mural Policy
- Donation Policy
- Emergency Preparedness Policy

Key Location Types for Public Art

Several location types rose to the top for the public and stakeholders as key places for public art in the city:

- Parks, trails, and open space
- Gateways (places where you enter the city)
- Within Streetscapes or Medians
- Major intersections
- Neighborhood Entrances

Future Creative Space Needs

Many stakeholders and members of the public identified a deficiency of creative space in Port St. Lucie. There is a desire for an arts centered space within the community that serves as a hub for artists and creatives. Though this is not expressly within the bounds of the Public Art Master Plan, it is recommended that future studies be performed if funding allows and that creative funding models such as a public private partnership be explored.

Opportunities for programming within a future creative space:

- Art classes
- Artists Studio Space
- Flex space for event rental
- Gallery Space
- Makerspace

Survey Summary Report

Q1 The first thing that comes to mind when I think of Port St. Lucie is... &

Q2 What makes Port St. Lucie special? (these responses were combined due to the similarity of responses)

Pro	Con
A City for All Ages	Boring
Accessible	Monotonous
Affordable	No Downtown
Balanced	Taxes
Baseball	
Bedroom Community	
Blue Skies	
Botanical (Garden)	
Clean & Beautiful	
Diversity	
Easy Living	
Family (Town) (Vibe)	
Fish	
Flora	
Florida - Old & New	
Friendly	
Green	
Home (70 people)	
Nature	
Neighborhoods	
North Fork of St. Lucie River	
Palm Trees	
Paradise	
Peaceful (low key slice of paradise)	
Potential (Growing) (Booming)	
Quiet	
Safe	
Sandhill Cranes	
Small Town Feel	
Step Back in Time	
Sunshine	

Q3 Where do people gather in Port St. Lucie?

Airoso Community Center
Any of the Fountains
Ball Fields
Ballpark
Bars
Becker Road
Botanical Garden
City Hall
Civic Center (Mid-Florida Event Center)
Clinton Park
Coffee Shop
Community Clubhouse
Crosstown Parkway Bridge
Events
Festivals
Gardens
Golf
Grocery Store
Hillmoor Woodstork Trail
Home
House of Worship
Jessica Clinton Park
Library
Local Breweries
Lyngate
Mall
McCarty Ranch Preserve
McChesney Park
Mets Stadium/Clover Park/First Data Field
Parks
Play fountains
Restaurants
River
Riverwalk
Saint Lucie West
Savannah Preserve
The Arboretum
Tradition
Veterans Memorial Pkwy
Veterans Park
Vine & Barley
Vitalia Clubhouse
Westmoreland Park
Whispering Pines Park

Q4 What do you think the role of public art is in Port St. Lucie?

1. Draw attention to the natural environment - 56.81%
2. Bring a sense of whimsy and delight to everyday spaces - 53.52%
3. Provide opportunities for people to experience art that enriches their lives - 48.98%
4. Support the growth of the local arts community - 48.83%
5. Nurture art in our youth - 35.84%
6. Help build and reinforce the city's identity - 33.80%
7. Welcome people to Port St. Lucie - 33.18%
8. Promote pride - 29.42%
9. Celebrate diversity and inclusion - 29.26%
10. Anchor community gathering places - 25.98%
11. Celebrate the history of Port St. Lucie - 24.88%
12. Create community interaction and strengthen social networks and connections - 20.66%
13. Help build and reinforce distinct neighborhood identities - 20.50%
14. Position Port St. Lucie as an arts destination - 19.41%
15. Enhance the identity of community institutions and civic buildings - 17.84%
16. Encourage economic development - 17.53%
17. Support tourism - 16.43%
18. Open up conversations about issues facing the community - 6.89%

Q5 What specific locations would you like to see public art in Port St. Lucie?

Administration/Police Buildings
Airoso & Floresta
Airoso & PSL Blvd
Airoso & St James
Airoso Median
Along the east side of Veterans Memorial Pkwy approaching Lyngate Dr.
Along the North Fork of the St. Lucie River
Along US 1
Area adjacent to City Hall
Area adjacent to the Civic Center
Arosa & St. Lucie Blvd
Bayshore & NW Floresta area
Bayshore & Prima vista
Bayshore & PSL Blvd
Becker & Gilson, at the Welcome to PSL monument
Becker Road
Becker Road & PSL Blvd
Becker Road & Savona
Botanical Garden
Cashmere & SLW Blvd. by the lake.
Cashmere/Torino area
City Hall
Civic Center
Club Med
Community Center on Airoso

Crosstown
Crosstown & Baysshore
Crosstown Parkway
Darwin
East of Bayshore
East Port St Lucie
Empty Buildings
Entrance to PSL near I-95 Exit 121
Fairgrounds
Fire Dept
Floresta
Floresta & PSL Blvd
Floresta Gardens
Future Tradition park
Gateway E. Torino/ Midway Rd
Gatlin Boulevard
Green River Parkway
Hillmoor Woodstork Trail
I-95 & US 1
I-95 & West Port St Lucie
I-95 Exits
In the 2 roundabouts at City Hall complex
Intersection PSL Blvd & Veterans Memorial
Jessica Clinton Park
Lake Harvey
Landing at Tradition
Lennard Road
Libraries
Lyngate Dog Park
Mets Stadium/Clover Park/First Data Field
Neighborhoods
Northport Area
Oak Hammock
Oxbow Preserve
Paula Lewis Library
Peacock Park
Pga Verano area
Port Saint Lucie Blvd.
Prima Vista Blvd
River Walk Area Bridge over PSL Blvd
Riverfront Park/new boardwalk
Rivergate park
Roundabouts
Sandhill Crossing
Sandpiper park
Savannas Recreation Park
Southbend Boulevard & Becker Rd.
Southern Grove Area
Sportsman Park Area
Spruce Bluff Preserve
SW Tradition Pkwy & SW Village Pkwy
Torino area

Q6 What types of locations would you like to see more public art in Port St. Lucie? (check all that apply)

1. Parks and open space - 81.66%
2. Gateways (places where you enter the city) - 67.80%
3. Within Streetscapes or Medians - 55.93%
4. Major intersections - 51.00%
5. Neighborhood Entrances - 50.54%
6. Outside Government Buildings - 41.76%
7. Port St. Lucie Libraries - 38.52%
8. Schools - 37.13%
9. Transit/Bus Shelters - 28.20%
10. Local Businesses - 21.42%
11. New Development - 20.49%
12. Inside Government Buildings - 19.88%
13. Other - 10.32%
14. I would not like to see more public art in Port St. Lucie - 7.86%

Q7 What types of Public Art speak to you? (check all that apply)

1. Art about nature, environment, and sustainability - 82.15%
2. Whimsical - 54.77%
3. Historical - 51.85%
4. Interactive - 41.54%
5. Street art - 39.85%
6. Abstract - 35.38%
7. Kinetic - 27.54%
8. Culturally specific art forms - 25.54%
9. Art that addresses social issues - 18.92%
10. Other (please specify) - 12.31%

Q8 Do you live, work, and/or visit Port St. Lucie?

- Live - 65.59%
- Live & Work - 30.40%
- Visit - 2.47%
- Work - 1.54%

Q9 What is your age?

- Under 18 - 0.46%
- 18 - 24 - 1.08%
- 25 - 44 - 30.71%
- 45 - 64 - 37.65%
- 65 - 84 - 29.32%
- 85+ - 0.77%

Q10 How many people are in your household?

- 1 - 11.76%
- 2 - 45.05%
- 3 - 16.87%
- 4 - 13.31%
- 5+ - 13.00%

Q11 What is your age?

- American Indian or Alaska Native - 1.10%
- Asian - 2.35%
- Black or African American - 6.59%
- Bi-racial or Multi-racial - 9.89%
- White - 86.81%
- Native Hawaiian or Other Pacific Islander - 1.41%

Q12 General Comments

Due to the large number of General Comments the team has reviewed each comment and categorized them into four categories: Supportive, Advice, Negative, Non-Public Art (detailed below)

Supportive	109 Comments	In support of public art including additional public art in the city
Advice	101 Comments	Advice or recommendation for public art in Port St. Lucie
Negative	31 Comment	Comment is negative towards public art primarily related to the taxes or the expenditure of city funds
Non-Public Art Comment	23 Comments	Comment is not related to public art or the public art program

Appendix B: Administrative Guide

The Administrative Guide ("Guide") outlines the roles and responsibilities of citizens, City staff and elected officials in the development, funding and implementation of the City of Port St. Lucie Art in Public Places Program ("Art in Public Places Program"). The Plan provides guidelines and requirements for the development of a Public Art Work Plan annually, the funding and acquisition of public art, the selection of artists and artwork, the implementation and conservation of the Port St. Lucie Public Art Collection. It is intended to ensure that the City of Port St. Lucie Art in Public Places Program is implemented in a fair and consistent manner that enables a community-oriented, artistically creative process and promotes the cultural, aesthetic and economic vitality of Port St. Lucie.

The Art in Public Places Program will be led by the City of Port St. Lucie and administered through Planning and Zoning in partnership with other departments and outside community groups. The Mayor and City Council will retain ultimate responsibility for the program. Day-to-day responsibility for the program will reside with the Public Art Manager, appointed by the Mayor. The Manager will be a city staff member and have an oversight role of all public art projects that are executed within the city. The Manager will collaborate with city staff or outside contractors in order to execute projects, particularly within the Recreation and Parks, Transportation, and Communications Departments.

Port St. Lucie City Council & Mayor

The Port St. Lucie City Council has adopted an ordinance establishing the Port St. Lucie Public Art Program. As the community's elected officials, the Mayor and Council members are ultimately responsible for the outcomes of the Public Art Program.

The Port St. Lucie City Council has the following responsibilities:

- Review and approve the annual Public Art Work Plan as prepared by the Public Art Advisory Board, including annual appropriations for public art.
- Confirm Mayoral appointments to the Public Art Advisory Board.
- Give final approval to public art selections, placement, and funding.

Public Art Advisory Board

The Mayor, with consent of Port St. Lucie City Council, appoints the Public Art Advisory Board (The Board). This group is a seven (7) member body with two (2) additional alternates.

The Board includes:

- A representative of the St. Lucie County Chamber of Commerce.
- A representative of the Treasure Coast Builders' Association
- Whenever possible, the remaining members should be representative of one (1) or more of the following classifications:
 - Architect, or interior designer;
 - Landscape architect or land use planner;
 - Professional in the field of art;
 - Art or architectural historian;
 - Art educator;
 - Artist.

The Public Art Advisory Board has the following responsibilities:

1. Act principally in an advisory capacity to Port St. Lucie staff and the City in any matter pertaining to public art.
2. Present an annual report of Commission activities.
3. Advise and make recommendations to the City pertaining to, among other things, policies and procedures as identified in the Administrative Guide; artist selection juries and process; commission and placement of artworks; and maintenance and removal of artworks.

Public Art Manager

The City Manager has designated one Planning and Zoning staff member to oversee citywide public art activities and implement the Art in Public Places Program. As the public art fund grows, the Public Art Manager will see an increase in the time and work needed to implement the Art in Public Places Program. Additional staff resources or outside consultants may be required in order to assist in implementing projects, particularly those of larger scale. Responsibilities include:

1. Work with various departments to develop potential projects for inclusion in the annual work plan.
2. Coordination with the yearly Strategic Plan.
3. Present an annual work plan to City Council.
4. Coordinate with Public Art Advisory Board to ascertain advice on any matter pertaining to public art including:
 - annual work plan
 - artist selection juries and process;
 - purchase of artworks;
 - commission and placement of artworks; and
 - public art programming;
5. Present an annual report of public art activities.
6. Coordinate the hiring of an outside consultant or agency to administer public art projects as needed.
7. Ensure various city departments are following the City's Public Art Policy.

City Staff

City staff members, particularly department heads, should look for opportunities to include public art in capital improvement projects (CIP) throughout the city, particularly in locations identified as priorities in this plan. Overall public art responsibilities include:

1. Explore opportunities to include public art in existing CIP projects.
2. Coordinate with the Public Art Manager for inclusion of projects within the annual work plan and report.

What is a Public Art Work Plan?

The Public Art Work Plan is an annual document that outlines what projects will be initiated in the coming fiscal year, as well as projects that will be in process during that fiscal year. The Public Art Manager will develop the Plan in consultation with staff, City Council and Mayor, and will submit it to the Mayor and City Council as part of the annual budget for its review and approval.

The following steps will be taken to develop the Public Art Work Plan:

1. Work with City Departments to determine availability of funds for the upcoming year.
2. Identify projects to be paid for by identified funding including acquisition and maintenance.
3. Develop a draft Public Art Work Plan that will include locations, goals, and budgets for public art projects and programs for staff review.
4. Present the Plan to City Council as part of the City budget approval.
5. Integrate feedback from City Council to determine the final Work Plan.

Appendix C: Port St. Lucie Art in Public Places Policy

Introduction

In order to establish a strong Art in Public Places Program, the City of Port St. Lucie will adopt this overall policy which includes: Use of Funds; Acquisition; Collection Management; Donation; and Maintenance.

Vision for Public Art in Port St. Lucie

In Port St. Lucie public art serves the community by creating remarkable, engaging public spaces.

Guiding Principles of Public Art in Port St. Lucie

- The people of Port St. Lucie desire a future where public art:
- Creates a strong sense of place that allows for community interaction
- Ensures diversity and accessibility in A City for All Ages
- Compliments and draws attention to the natural environment
- Engages people with a sense of playfulness and whimsy

DEFINITIONS

For the purposes of this policy, the following terms, phrases, words and their derivation shall have the meaning given herein:

Artist means a practitioner of the creative arts, generally recognized as such by critics and peers, with a body of work including commissions, exhibitions, sales, publications, and collections. For the purposes of this document, “artist” shall not include persons primarily working in the professional fields of architecture, engineering, design or landscaping.

Art in Public Places Master Plan or Plan when used herein shall mean the Art in Public Places Master Plan of the City of Port St. Lucie, Florida, as it exists or may be amended. The Plan shall provide a process for the systematic selection of pieces of art and locations of art to be included in public spaces.

Public Art Manager or Manager when used herein shall mean the Art in Public Places Program Manager as determined by the City of Port St. Lucie.

Art in Public Places Program when used herein shall mean the Art in Public Places Program of the City of Port St. Lucie, Florida.

City when used herein shall mean the City of Port St. Lucie, Florida.

Public Art, Art or Artwork when used herein shall mean public art, art, artwork or work of art means an original physical work created or produced by an Artist. Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art. Artwork may include, but is not limited to:

- Sculpture: Free-standing, wall supported or suspended; kinetic, electronic; in any material or combination of materials.
- Murals or portable paintings: in any material or variety of materials.
- Fiber works, neon, glass, mosaics, photographs, prints, calligraphy, earthworks, any combination of forms of media, including light, sound, literary elements, film, holographic

images, and video systems; hybrids of any media and new genres.

- Furnishings or fixtures, including, but not limited to gates, railings, lighting, street lights, signage, seating, if created by artists as unique elements or limited editions.
- Artistic or aesthetic elements of the overall architecture or landscape design if created by a professional artist or a design team that includes a professional visual artist. Such design elements may include pools, paths, benches, planters, and fixtures and vegetative materials where designed by a professional visual artist and/or are an integral part of the artwork by the artist.
- Temporary artwork or installation that serve the purpose of providing community and educational outreach.

The following are, per the Ordinance, not considered artwork for the purposes of Art in Public Places funding:

- Art objects which are mass produced or are of standard manufacture, such as playground equipment, fountains, statutory elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose.
- Reproductions, by mechanical or other means, of original artwork, except in the case of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts.
- Decorative, ornamental, architectural, or functional elements which are designed by the building architect as opposed to elements created by an artist commissioned for that purpose.
- Services or utilities necessary to operate and maintain an artwork over time.

Public Space when used herein shall mean any area or property (public or private) which is accessible or visible to the general public a minimum of 8 hours per business day.

Publicly Owned Land when used herein shall mean any land open to the public and managed by the City of Port St. Lucie, Florida.

Port St. Lucie Art in Public Places Collection when used herein shall mean all works of art owned by the City of Port St. Lucie, Florida.

Use of Funds

Funding for the Port St. Lucie Art in Public Places Program may come from Port St. Lucie' Capital Improvement Project Budget or through other sources as deemed appropriate by the City, as well as from grants and/or contributions from private entities, other public agencies, or philanthropic sources.

Uses of Funds

The public art funds may be spent for:

- Calls for Entry, RFQ's/RFP's, concept designs, maquettes, juror stipends, and other costs related to competitions and commissions
- Artist fees including travel stipends and expenses related to travel;
- Artwork fabrication and installation;
- Acquisition of existing works of art;
- Relocation of existing or commissioned works of art;
- Required permits and insurance during the fabrication and installation of the artwork;
- Informational/promotional materials and public events directly related to the artwork;
- Artwork appraisal;
- Art related community events;
- Staffing and services of an Arts Administrator;
- Curators and contracted services.

The public art funds may not be spent for:

- Mass produced work, with the exception of limited editions controlled by the artist.
- Professional graphics, unless designed or executed by an artist or used in the development of collateral material.
- Decorative, ornamental or functional elements that are designed by a project's architect or other designer.
- Routine maintenance exceeding more than 10% of the annual budget.
- Purchase of existing works of art outside of the selection process.

Acquisition

This policy establishes the practices for acquiring artworks. The policy creates a thorough and transparent process for acquiring artwork and favors open ended selection processes in order to ensure artistic excellence in the City's Art in Public Places Collection.

Process for Selecting an Artist or Artist Team

Selecting the artist is one of the most important steps in commissioning public art. An open, equitable, competitive process that inspires the artist and engages the community can be an enriching experience and lead to more creative and exciting public art.

Goals of the Selection Process

- To satisfy the goals of the project site through an appropriate artist selection.
- To further the mission and goals of the Art in Public Places Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art that is suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.
- To ensure that the selection process represents and considers the interests of all parties concerned, including the public.
- To ensure, on average, the demographics of the artists and selection committees are reflective of Port St. Lucie's population.

Artist Selection Methods for Commissioning New Artwork

Open Competition

In an Open Competition, any artist may submit their qualifications or proposal, subject to any requirements established by the Artist Selection Committee. The Requests for Qualifications (RFQs) or Requests for Proposals (RFPs) should be sufficiently detailed to permit artists to determine whether their art is appropriate for consideration. Open Competition allows for the broadest range of possibilities for a site and brings in new, otherwise unknown, and emerging artists.

Limited or Invitational Competition

In a Limited Competition, or Invitational, several pre-selected artists are invited by the Artist Selection Committee to submit their qualifications and/or proposals. This method may be appropriate when the City is looking for a small group of experienced artists, when there is a limited time frame, or if the project requirements are so specialized that only a limited number of already identified artists would be eligible. It is possible that this list of artists would come from a pre-qualified list.

Direct Selection

On occasion, artists may be chosen directly by the Artist Selection Committee. Direct selection may be useful on projects

where an urgent timeline, low budget, or where very specific project requirements exist. It is possible that this artist would come from a pre-qualified list. Approval of the Mayor and the City Manager must be secured to utilize this selection method.

Direct Purchase

Some projects require the purchase of a specific artwork due to the exacting nature of the project or a very limited project timeline. In this case, the work must be “one-of-a-kind” and not mass-produced or off the shelf. It is possible that this artwork would come from an artist on a pre-qualified list. Approval of City Council and the City Manager must be secured to utilize this selection method.

Pre-Qualified Artist Lists

The City may decide to develop a pre-qualified pool of artists from which it can choose artists for Limited Competition, Direct Selection and Direct Purchase. This pool would be developed based on a comprehensive review of artist qualifications. This list could be updated annually or bi-annually, depending on the frequency of new projects.

Artist Selection Methods for Commissioning Existing Artwork

Competitions

In competitions, the City may put out an open call to artists for a possible inclusion in an exhibition at a predetermined site. The competition, which may or may not take the form of a temporary exhibit may feature existing artworks. Each selected artist may receive a stipend and understand the City may purchase one or more pieces of artwork at the conclusion of the exhibit to be placed in public locations around Port St. Lucie.

Artist Selection Process

Once an Artist Selection method is determined, a selection process will be established. A jury of recognized experts will make recommendations for selected artists to create site-specific artwork or will make recommendations for selected artwork to be exhibited.

If the budget for a single piece of artwork is \$50,000.00 or more, a selection panel must be formed.

ARTIST SELECTION PROCESS

Purpose and Responsibilities

The artist selection process will interpret and review artist's proposals based on the selection criteria.

The goals of the selection process are as follows:

- To satisfy the goals of a specific project or site through an appropriate artist selection.
- To further the mission and goals of the Art in Public Places Program.
- To select an artist or artists whose existing public artworks or past collaborative design efforts have demonstrated a level of quality and integrity.
- To identify an approach to public art that is suitable to the goals and demands of the particular project.
- To select an artist or artists who will best respond to the distinctive characteristics of the site and the community it serves.
- To select an artist or artists who can work successfully as members of an overall project design team.

- To ensure that the selection process represents and considers the interests of all parties concerned, including the public, the arts community and the City department(s) involved.

ARTIST SELECTION COMMITTEE

Membership of Selection Committees

Membership will be recommended by the Manager and approved by the Public Art Advisory Board. The members of the selection panel (panelists) will be representative of the community demographic and will consist of at least five but no more than nine members from the list below:

- Members of Public Art Advisory Board;
- Artist or arts administrator;
- Design professionals
- City of Port St. Lucie' project manager who may appoint the project architect or project landscape architect in their stead; and
- A member of the project steering committee if one has been appointed

Conflict of Interest

Committee members will declare any and all conflicts of interest for all projects and artwork under consideration at the beginning of their meetings. A conflict of interest exists if a committee member, an organization the committee member is associated with as a staff or board member, or a committee member's family member, has the potential to gain financially from the project under consideration by the Committee. In order to promote public confidence in this process, a committee member may also declare a conflict if they think there may be a perception that they have a conflict. If a committee member has a conflict, he/she must not participate in the Committee's discussion or decision regarding the project. They must also refrain from discussion about the project and from influencing fellow committee members.

Procedures

During an artist selection process, committee members will not submit applications for the placement of their own artwork and/or projects. City Staff and Committee Members are able to invite artists to participate but must refrain from giving advice to applicants or answering their questions and direct such questions to the Manager during the selection process. The City must solicit public comment for all pieces of public art being commissioned or purchased in excess of \$50,000.00. An opportunity for public comment must be given before a formal vote. The formal vote must be recorded in keeping with the City of Port St. Lucie public record requirements.

Project Implementation Process for Site- Specific Artworks

Upon the decision of the Artist Selection Committee, the Manager will prepare a contract that includes the scope of work, fee, schedule, and relevant terms and conditions.

The City will follow the process for contracting required by City Charter and other applicable laws. For some projects, the contract with the artist may be phased to include two scopes of work with separate pay schedules and deliverables. The first phase would include all design documentation, including final design, stamped engineering drawings, installation details, and a revised fabrication budget and timeline. The second phase would include all costs related to fabrication and installation.

The Manager will ensure all documents are signed and insurance coverage secured before issuing a notice to proceed and will

be responsible for coordinating the work of the artist to ensure the successful integration of the artwork into the project. The Manager will organize a meeting with all integral staff to review roles, responsibilities and schedule.

If specified in the contract, the artist will develop design development drawings for review and approval from the City before proceeding with fabrication. The Manager will schedule meetings with the appropriate offices to review and approve the plans.

If the artist proposes any significant design changes, the Manager will secure the recommendation for approval from Public Art Advisory Board and the appropriate departments of the City before approving said changes in writing, per the terms and conditions of the contract.

If the parties are unable to reach an agreement, the City Attorney will act as arbiter. If the change will affect the budget, scope or schedule, the Manager will initiate a contract modification, if funds are available to do so.

The Manager will be responsible for overseeing the installation of the artwork. The Manager will be responsible for ensuring that all the necessary requirements have been completed prior to interim and final invoice payments to the artist.

Maintenance Plan

Understanding maintenance and care of public art begins before an artwork is created. During the design phase or when a donation is initiated, the City, artist, or sponsor will review and analyze their design proposal and advise on maintenance and operations of the artwork. A conservator should be commissioned to give a report on the artwork.

On behalf of the City, the artist, sponsor, or the appropriate party will submit a Maintenance Plan to the City of Port St. Lucie, who will review and then catalogue any tasks associated with maintenance of the artwork.

The Maintenance Plan will enable the City to:

- Evaluate the quality and sustainability of the proposed or existing public artwork;
- Establish maintenance requirements, assign schedules, and identify potential costs; and
- Determine if the City of Port St. Lucie should accept or decline the design proposal and/or public artwork.

To produce the Maintenance Plan, the artist should examine and render an opinion on the following:

- Durability;
- Type and integrity of materials;
- Construction/fabrication technique;
- Internal supports, anchoring and joining, and footings;
- Landscaping;
- Vulnerable and delicate elements;
- Drainage of artwork;
- Potentially dangerous elements;
- Security;
- Location;
- Environment;
- Whether the design encourages/discourages interaction; and
- Effects of skateboarding, graffiti, and any other potentially damaging activities.

The Maintenance Plan will include:

- A record of the artist's intentions for the work of art;
- Recommendations to mitigate potential problems discovered during the examination;
- Notes about how the artist would like the work of art to age;
- An itemization of long-range considerations and care, highlighting maintenance and the anticipated needs for periodic conservation treatment or repairs; and
- Identification of the lifespan of the artwork and a prognosis of its durability in consideration of that lifespan.

Lifespan of Artwork

This lifespan will be selected from one of four categories:

- *Temporary*: 0-2 years
- *Short Term*: 2-10 years
- *Medium-Term*: 10- 25 years
- *Long-Term*: 25+ years

The artwork may also be identified as site-integrated, or part of the site and/or the architecture, as appropriate and will fall into the Long-Term lifespan category above.

Collection Management

The City of Port St. Lucie acquires artworks by commission and donation. Processes for these acquisitions are dictated by the Art in Public Places Ordinance and by the Acquisition and Donation Policies. Artworks acquired through these processes are considered to have been accessioned into the City's Permanent Collection and must be cared for in accordance with the Policy and Procedure for Maintenance and the Collection Management Policy. Artworks in the City's possession that were acquired outside of or before these policies may not be accessioned pieces of the Permanent Collection and thus may not be subject to the Artwork Collection Management Policy. The Collection Management Policy is intended to maintain the value of the City's Permanent Collection and guard against the arbitrary disposal of any of its pieces.

OBJECTIVES

- Maintain a collection management program that results in a high-quality, City-owned public art collection;
- Eliminate artworks that are unsafe, not repairable, or no longer meet the needs of City of Port St. Lucie;
- Respect the creative rights of artists; and
- Support an efficient workload for staff.

DEFINITIONS

Deaccession means a procedure for the withdrawal of an artwork from the Permanent Collection and the determination of its future disposition.

Relocation means a procedure for the movement of an artwork from one location to another.

Life Spans

- Temporary: 0-2 years
- Short Term: 2-10 years
- Medium-Term 10- 25 years
- Long-Term 25+ years

GENERAL POLICIES

Removal from Public Display

City Council must approve the permanent removal of artwork upon the advice of staff based on the deaccession criteria below.

If the artwork is removed from public display, the City of Port St. Lucie may consider the following options:

- Relocation: If City Staff decides that an artwork must be removed from its original site, and if its condition is such that it can be re-installed, the City will attempt to identify another appropriate site. If the artwork was designed for a specific site, the City will attempt to relocate the work to a new site consistent with the artist's intention. If possible, the artist's assistance will be requested to help make this determination.
- Store artwork until a new site has been identified or the City decides to deaccession the artwork.

- Sell or trade the artwork after deaccession.

Provision for Emergency Removal

In the event that the structural integrity or condition of an artwork is such that the artwork presents an imminent threat to public safety, the City may authorize immediate removal without the artist's consent, and have the artwork placed in temporary storage. The artist must be notified of this action within 30 days. The City will then consider options for repair, reinstallation, maintenance provisions or deaccessioning. In the event that the artwork cannot be removed without being altered, modified, or destroyed, and if the Artist's agreement with the City has not been waived under the Visual Artists' Protection Act, the City must attempt to gain written permission before proceeding. In the event that this cannot be accomplished before action is required in order to protect the public health and safety, the City shall proceed according to the advice of the City Attorney.

Criteria for Deaccession

The City may consider the deaccessioning of artwork for one or more of the following reasons in the event that it cannot be re-sited:

1. An artwork is not, or is only rarely, on display because of lack of a suitable site.
2. The condition or security of the artwork cannot be reasonably guaranteed.
3. The artwork has been damaged or has deteriorated and repair is impractical or unfeasible.
4. The artwork endangers public safety.
5. In the case of site specific artwork, the artwork's relationship to the site is altered because of changes to the site.
6. The artwork has been determined to be incompatible within the context of the collection.
7. The City of Port St. Lucie wishes to replace the artwork with work of more significance by the same artist.
8. The artwork requires excessive maintenance or has faults of design or workmanship.
9. Written request from the artist.
10. The artwork has become publicly associated with racism, sexism, homophobia, xenophobia, acts of assault or violence, or other offensive themes particularly aimed at minorities or underrepresented people.

Integrity of Artworks

The Port St. Lucie Art in Public Places Program will seek to ensure the ongoing integrity of the artwork and the sites for which they were created, to the greatest extent feasible, in accordance with the artist's original intentions, and consistent with the rights afforded by the 1990 Visual Artists Rights Act.

Access to Artworks

The City will seek to assure continuing access to artwork by the public, although the City may limit availability due to circumstances such as funding, public safety, display space, and deaccession processes.

Life Spans

Life spans that have been assigned to the work during the commissioning process will be taken into consideration as part of requests for deaccession or removal. For artworks that have not been assigned a life span, the Manager may engage experts to assist in assigning the artwork a life span, based on the life expectancy of the artwork's materials and fabrication methods.

APPLICATION PROCESS

Preliminary Request

Permanent artworks must be in place for at least five years before deaccession or relocation requests will be considered, unless matters of public safety necessitate the removal. Deaccession or relocation requests may be submitted by one of the following:

- Neighborhood organization or Homeowners Association;
- Resident;
- City Department;
- Independent Board or Commission of the City; and
- City Council Member.

DEACCESSION AND REMOVAL FORM

The Manager will provide applicants with an application form that will serve as the applicant's formal request for consideration by the City.

REVIEW PROCESS

The Manager will review requests and make a decision regarding deaccession or relocation.

Public Meeting

The City will hold at least one public meeting for the purpose of gathering community feedback on a proposed deaccession or removal. The City may also decide to hold additional public meetings or gather community input through other methods. The City may seek additional information regarding the work from the artists, galleries, curators, appraisers or other professionals prior to making a recommendation.

Artist Involvement

If deaccession or removal is recommended, the artist (if available) will be contacted and invited to provide input to the City. The artist's contract, along with any other agreements or pertinent documents will be reviewed and sent to the City Attorney's Office for final approval.

Recommendation

The Manager will prepare a report that includes the opinion of the City Attorney on any legal restrictions that may apply to the specific artwork. City staff's recommendation may include dismissing the request and/or modifying, relocating, selling, donating, disposing, or storing the artwork.

The Manager will provide all relevant correspondence including, but not limited to:

1. Artist's name, biographical information, samples of past artwork, and resume.
2. A written description and images of the Artwork.
3. Artist's statement about the Artwork named in Deaccession or Relocation Request (if possible)
4. A description of the selection process and all related costs that was implemented at the time the Artwork was selected.
5. A formal appraisal of the Artwork (if possible)
6. Information regarding the origin, history, and past ownership of the Artwork
7. Information about the condition of the Artwork and the estimated cost of its conservation.
8. Information and images of the Artwork's site
9. Any information gained from the public meeting held about the deaccession and removal of the work.
10. Feedback from the Director of the City Department

- responsible for operating and maintaining the Artwork.
11. Detailed budget for all aspects of conservation, maintenance, repair, installation, operation, insurance, storage, and City Staff support.
 12. The Artist's contract with the City.

City staff can recommend one or more of the following methods for an artwork's deaccession:

1. Sale or Exchange - sale shall be in compliance with the State of Florida and City of Port St. Lucie laws and policies governing sale of municipal property.
 - Artist, or estate of the artist, will be given the first option to purchase or exchange the artwork(s).
 - Sale may be through auction, gallery resale, direct bidding by individuals, or other forms of sale in compliance with the State of Florida and City of Port St. Lucie law and policies governing surplus property.
 - Exchange may be through an artist, gallery, museum or other institutions for one or more artwork(s) of comparable value by the same artist.
 - No works of art shall be traded or given to Public Art Advisory Board Members or City of Port St. Lucie Staff.
 - Proceeds from the sale of artwork shall be placed in a City of Port St. Lucie account designated for public art purposes. Any pre-existing contractual agreements between the artist and the City regarding resale shall be honored. An exception to these provisions may be required if the artwork was originally purchased with funds that carried with them some restriction, for example, bond funds for street and sidewalk improvements, in which case the proceeds shall be placed in an account designated for art allowed under similar restriction(s).
2. Destruction of Artwork – if artwork is deteriorated or damaged beyond repair or deemed to be of negligible value.
3. If the City of Port St. Lucie is unable to dispose of the artwork in a manner outlined above, the Public Art Manager may recommend the donation of the artwork to a non-profit organization or another method.

COSTS

If deaccession or relocation accommodates the applicant's interests or project, they may be required to cover the costs of deaccession or relocation at no cost to the City.

CONFLICT OF INTEREST

No works of art shall be given or otherwise transferred publicly or privately, to officers, directors, or employees or staff of the City of Port St. Lucie, or their immediate families or representatives of the City of Port St. Lucie.

COMPLIANCE WITH APPLICABLE POLICIES AND REGULATIONS

Deaccession and relocation of artwork will be done in a manner that complies with all other applicable City of Port St. Lucie, state of Florida, and federal procedures, policies and regulations.

EXISTING PUBLIC ART PIECES AT TIME OF POLICY ADOPTION

Existing public art pieces on City-owned property should be evaluated using the deaccession criteria to ensure that it is appropriate for the City to continue to own and maintain the piece. If it does not meet the deaccession criteria, then the piece will be accessioned into the Port St. Lucie Public Art Collection.

Donation Procedures

Requests to donate artwork to the City may be considered on a case-by-case basis. Requests for consideration shall be made through the Public Art Advisory Board.

DONATION REQUIREMENTS

The City will consider donations on the following basis:

- The donation contributes to and enhances the City's public art collection;
- The donation meets a high standard of quality and is appropriate and meaningful to the community;
- The donation follows required City procedures including the submission of a Donation Proposal and a Maintenance Plan. Donation Proposal requirements are included in this policy. The requirements for the Maintenance Plan can be found in the Port St. Lucie Art in Public Places Program Policy and Procedure for Maintenance Policy;
- The donation proposal includes a plan to fund and deliver ongoing operations and maintenance – or the resolution accepting the public art must identify how maintenance will be funded; and
- The donation proposal is reviewed and endorsed by Public Art Advisory Board and approved by the City of Port St. Lucie.

The City will not accept a donation of artwork until all funds for development, fabrication, siting, and installation have been secured. The City will consider the following types of donation proposals for artworks for City-owned property:

- An already completed work of art; or
- A commissioned artwork by a specific artist or artists to be created especially for a City-owned property.

DONATION PROPOSAL PROCEDURES AND REVIEW PROCESS

Formal requests to donate artwork to the City of Port St. Lucie are made through the Public Art Advisory Board.

The donor shall complete an Art Donation Agreement Application (donor form), and submit the form to the Manager. Following a positive initial review by staff which evaluates the donation request to determine the appropriateness of the donation as measured by approval criteria will provide a written recommendation to the City. The City will then determine whether the donation is in the City's best interest and is consistent with the City's goals and applicable City laws, policies, ordinances and resolutions. The City will notify the donor, in writing, identifying and final conditions if approval is granted. The City will create and affix the donation plaque in accordance with the City's Gifting Policy.

OWNERSHIP

Once a gift is accepted by the City, the City shall be the sole owner of the donated item and will have the right, in its sole and absolute discretion, to deaccession of any donated item without providing notice to or obtaining the consent of the donor.

CRITERIA FOR EVALUATION

Elements will include, but will not be limited to, the following:

1. City-owned Property – Donated public artwork must be located on City-owned or City-managed property;
2. Relevance and Site Context – Works of art must be

appropriate for the proposed location and its surroundings, and/or complement the architecture, topography, history, and social dynamic of the location in which it is placed;

3. Artist and Artwork Quality – The artist demonstrates the ability and potential to execute the proposed artwork, based on previous artistic achievement and experience. Duplication of work will also be considered. The artwork must enhance the City's public art collection;
4. Physical Durability – The artwork will be assessed for long-term durability against theft, vandalism, and weather;
5. Public Safety and Liability – The artwork will be assessed for any public safety concerns, as well as for any potential liabilities for the City;
6. Sustainability – Consideration will be given to the environmental impact and sustainability of the proposed artwork, including its operations and maintenance requirements/costs; and
7. Legal – Proposed terms of donation, legal title, copyright authenticity, artist's right to reproduce, liability, and other issues as deemed appropriate will be considered.

Memorial Gifts

Memorial gifts will have an additional review process, which will include, but will not be limited to, the following:

8. Timeframe – The person or historic event being memorialized must be deemed significant enough to merit such an honor. If the artwork is portraying a person in their likeness, the person so honored will have been deceased for a minimum of five years prior to consideration. The City reserves the right to remove memorials at any time should the City deem it necessary;
9. Community Value and Timelessness – The art selected represents broad community values and timeless qualities that will be meaningful to future generations; and
10. Location – The location under consideration is an appropriate setting for the memorial; in general, there should be some specific geographic justification for the memorial being located in a specific site.

Art on Loan or Temporary Display on City-owned Property

Art on loan or art on temporary display on City-owned property must meet the Donation Requirements above, follow the Donation Proposal Procedures 1-9 above, and must be reviewed using step 1 of the Donation Proposal Review Process. Art on loan or art on temporary display on City-owned property must not be accessioned or added to the City's inventory list and master database.

ACCEPTANCE AND ACCESSION OF THE ARTWORK

If the proposal is accepted by the City of Port St. Lucie, a formal agreement will be negotiated outlining the responsibilities of each party (the City, the sponsor(s), the artist, and outside contractors, where applicable).

The agreement will address project funding, insurance, siting, installation, operations and maintenance, project supervision, vandalism, the right of removal or transfer, public safety, and other issues as necessary.

The City of Port St. Lucie will be the owner of the artwork and reserves the right to remove or alter the work to ensure public safety or because of any other City concerns. The City upholds copyright law and the Visual Artists Rights Act of 1990. Any changes will be made in consultation with the artist and sponsor(s) when possible, or notification will be provided.

The completed and installed artwork will be accessioned and added to the City's inventory list and master database with all accompanying documentation.

REMOVAL, RELOCATION OR DEACCESSION OF THE ARTWORK

In accepting a donation of artwork, the City of Port St. Lucie will not be bound by any agreement with the donor that restricts the City's ability to act in the best interest of the City of Port St. Lucie. Nothing in the acceptance of a donation of artwork shall prevent the City from approving subsequent removal, relocation or deaccessioning of such donations if it serves the City's best interest to do so. The City will deaccession and dispose of works of artwork in its collection in accordance with the Collection Management Policy.

Maintenance

The Port St. Lucie Art in Public Places Maintenance Program uses the Art in Public Places Acquisition Account.

The Art in Public Places Maintenance Program will be administered by the City of Port St. Lucie with advice from Public Art Advisory Board and other outside partners through yearly evaluation and planning for maintenance of the existing collection.

The Program addresses:

- Accessioning and inventorying the City's collection of public art;
- Conducting a semiannual Survey and Condition Assessments of all work in the collection;
- Preparing a biennial Art in Public Places Maintenance Plan; and
- Overseeing routine maintenance and special conservation treatment of the City's public art collection.

Every five years, the City of Port St. Lucie will conduct an assessment of the condition of all public art with a qualified professional conservator and develop a prioritized list of works in need of conservation or maintenance. This list will be the basis of the biennial Art in Public Places Maintenance Plan.

Under this plan, trained contractors may carry out routine maintenance. For work in need of a higher level of maintenance, specialized care, or conservation treatment, the Program will utilize the maintenance funds available held in the Art in Public Places Acquisition Fund.

PROCEDURES PRIOR TO THE PUBLIC ART MAINTENANCE PROGRAM

Maintenance Plan

As described in the Acquisition Policy, all acquired artworks must have a maintenance plan developed.

Utilization of the Maintenance Plan

The Maintenance Plan will be used to:

- Advise Public Art Advisory Board, City Department Directors, and others who must review and approve design proposals or accept or decline donated public artwork;
- Troubleshoot the production of construction drawings, the fabrication of the artwork, and the preparation of the site;
- Follow-up on the artist's recommendations; and
- Refer to during the post-fabrication/installation inspection to prepare a final report and a punch-list to complete the project.

The City of Port St. Lucie, professional conservators, and artists will strive to address the recommendations in the Maintenance Plan without unduly interfering with the aesthetic intent of the proposed public art.

Post Fabrication/Installation Inspection

The Post-Fabrication/Installation Inspection conducted by staff will be based upon and follow-up on the Maintenance Plan that was carried out during the design phase. It will include the following:

- Ensure that recommendations made in the Maintenance Plan and during fabrication were followed;
- Confirm that the artwork is executed as proposed and agreed upon;
- Confirm that there are no missing or incomplete elements;
- Establish that materials quality and stability are acceptable;
- Establish that fabrication quality and stability are acceptable;
- Confirm that installation is stable and secure;
- Confirm that stainless steel is fully and properly “passivated”;
- Confirm that, if required, protective coatings have been applied;
- Ensure that warranties for electronic and other media are submitted as necessary;
- Identify any remaining vulnerabilities;
- Confirm no new damage resulting from installation process;
- Ensure that the maintenance and operations plan is accurate; amend as needed; and
- Confirm that the plaque/public notice meets program guidelines and is properly installed.

Appendix D: Developer Guidelines

The Port St. Lucie Developer Guidelines are intended to provide developers with a comprehensive understanding of the power of public art as well as the process to place public art on their property.

Developers throughout the country are finding that they can benefit in concrete ways from engaging artists and commissioning public art for their developments.

Public art has the following power:

Public Art Creates a Unique Brand

Public Art can set the tone for your project and set it apart from other developments throughout the city.

Public Art Creates Community Trust

An investment in public art is an investment in public trust.

Public Art Attracts Businesses

Public art is a unique amenity that helps developments attract and retain tenants and customers for your development.

Public Art Creates Pride in Residents

A public art project instills pride in the tenants of the development and accomplishes recognition from local media and attention from your peers.

What Is Public Art?

Public art is a dynamic field, with new approaches and ideas emerging day by day. However, for the purpose of achieving Port St. Lucie's goals for public art, you should consider several key aspects of "what makes public art":

- Public art is created by professional artists, which means someone who has a track record of exhibitions or has commissioned visual or public art.
- Architects, landscape architects and other design professionals are not considered professional artists under this definition, unless they otherwise meet the criteria above.
- Public art is located in a place that is generally accessible to the public, without having to pay. Public art is site-specific, created through a process that considers the social and physical context of the place where it is located, or is acquired with a specific location in mind.

What Is NOT Public Art?

The following are not considered public art:

- Reproductions or copies of original artwork, unless part of an artist-sanctioned limited edition.
- Artworks that are decorative objects, unless created by an artist, or are mass-produced.
- Features that are decorative, ornamental or functional elements of the architecture or landscape design, unless they have been commissioned from a professional artist as an integral aspect of a structure or site.
- Features that involve commercial expression related to the business or development where the artwork is located, or that otherwise would be considered a sign under the Port St. Lucie zoning code.

PLANNING FOR YOUR PROJECT

Your project and your artwork will become an important part of Port St. Lucie' landscape and the neighborhood where it is located. Each development project and site is unique. Early in your project planning, you should set clear goals for your project, and determine an approach to public art that both enhances the development project and supports the community's broader goals.

Setting Goals

Every successful public art project starts with a clearly-articulated set of goals that serve as guidance for decisions made along the way. The goals can address how the artwork should relate to the site, what kind of artist would be best, and how the community should be involved. These goals are shaped by the values of the development company, the needs of the project, the official plans for the area where the project is located and input from the surrounding community.

Looking at Plans

The City of Port St. Lucie has approved many plans that set out the community's expectations for new development. These not only establish the framework for what you are going to develop, but can also help you set your goals for public art and identify specific opportunities on your site.

Looking at the Context (Physical, Social, Cultural)

The goals and opportunities you identify for your project should take into account the wider context. This can be learned from both site observation and engagement with community leaders and stakeholders. The physical context focuses on the way the site is seen and accessed from surrounding areas. The social context includes the social and economic makeup of the surrounding community, including its assets and challenges. The cultural context includes an understanding of the community's history, its current makeup and its cultural infrastructure. Find out about local artists, special civic or cultural events, cultural facilities and organizations in the area, and other organizations that can help foster connections between artists and the community.

Looking at Your Site

The opportunities you identify for public art should take into account how the development will be seen and how it will be used.

What to Look For

- Site lines to the development site and within the development site.
- Major entries, circulation routes and gathering areas.
- Locations where an artistic concept can be coordinated with architectural and site designs.
- Areas that are physically or visually accessible to the public, including people of different ages and backgrounds.

What to Avoid

Certain areas and project features are generally not conducive to public art, such as:

- Areas cut off from general public access and pedestrian activity.
- Areas where an artwork will be difficult to maintain.
- Areas that are primarily used for servicing or storage.
- Features that are related to the project's branding.

How Do I Know How Much to Budget?

Setting the right budget is one of the most important decisions in developing a successful public art project. The overall project budget should encompass the cost of the artwork (design, fabrication, installation, and anticipated maintenance) as well as other costs, outlined below.

To get to an appropriate budget for the artwork itself, the best method is to look at budgets for recent art projects of a similar scale, with similar materials, and/or with a similar artistic approach. This can easily be done with the assistance of an experienced public art consultant or curator.

What Is Included in the Artist's Budget?

The artist's budget generally encompasses all phases of design, fabrication and installation. The artist will develop a budget breakdown as part of their design development process. The budget's breakdown between design, fabrication and installation will depend on many factors, including the design's complexity, the medium, the project's scale and the demands of the site.

Artist design fees generally range from 10 to 20 percent of the overall project budget, but can be more if the design is particularly complex, requiring computer modeling or complex engineering, if the timeline is tight, or if the artist is in high demand. The artist may also budget time for themselves or their studio to manage the project, to fabricate all or part of the work and to participate in installation.

Some artists fabricate their own work, and others work with outside fabricators. In most cases, the artist will work with a fabricator of their choosing and hold the contract with the fabricator. The fabricator's cost estimate is incorporated into the budget breakdown that the artist develops.

Most artists typically hold the contract for installation as well. In some cases, it may be easier for you to hold that contract, especially if some or all of that work is happening in coordination with other contractors on the site. The artist or their representative should always be present for installation.

What Other Costs Should You Budget For?

There are some additional costs you should be prepared for that are typically handled outside of the artist's budget.

Site Preparation

You may need to set aside funding to prepare the site for the artist to bring in their work. For murals, this might include cleaning and priming the surface (or repair and tuck-pointing an existing masonry surface). For sculpture or other installations, this may mean grading or foundation work, bringing electrical or other utilities to the site, and more. There may be instances where you want the artist to take responsibility for some elements of site preparation. These conversations should happen as the artist is developing their design and budget and should be memorialized in a contract or letter of agreement.

Coordination with Your Design Team

If you are commissioning an artist to create an artwork as part of new construction or renovation, you will likely need the artist to coordinate their work with members of your design team. The design team's role may include participating in artist selection, sharing architectural drawings, plans and project briefs with the artist, participating in work sessions with the artist during the

design development process, reviewing and providing aesthetic and technical feedback on artist designs, and incorporating elements of the artist's work, as needed, into architectural plans and bid documents. These expectations should be communicated up front to the design team and an appropriate budget should be set aside to compensate the design team for their time.

Signage

Set aside funds for a durable plaque or sign to be placed near the artwork. It should indicate, at a minimum, the artist, title, year, media and who commissioned the artwork.

Communications and Dedication

Budget time and funds for preparing press releases, marketing materials and, if desired, a dedication and/or celebration for the work.

Maintenance and Conservation

Public art requires both regular maintenance and occasional conservation. While these costs may not be part of your overall project budget, you should anticipate these annual budget items.

Contingency

Every budget should start with a contingency. Depending on your and the artist's uncertainties about different budget items, a contingency should start between five and twenty percent of your overall project budget. You can narrow your contingency as the project evolves and your costs become clearer.

Creating a Schedule

Your schedule will depend on a variety of factors, particularly the nature and complexity of your project and the degree of integration into the design and construction. Overall, you should be sure to allocate sufficient time for:

- Finding an appropriate artist. This includes the time you will need to research artists, collect and review their qualifications and interview candidates. Be aware that the artists you are interested in might have other commitments that prevent them from starting right away. Building in buffer time for getting the artist on board will allow some flexibility for scheduling your kickoff.
- Finalizing the contract. Expect that this will take twice as long as you would expect.
- Design development. There are typically several steps in the design development process (see below). Depending on the nature and complexity of the project, the artist may need four to eight weeks for developing an initial concept design and then up to four months to prepare design documents, especially if there is complex engineering involved.
- Fabrication and installation. This also depends on the nature of the project. For a small mural, an artist may require a few weeks to mobilize and paint. For a complex sculpture or integrated installation, this stage could be a minimum of six months to a year.

HIRING AN ARTIST FOR YOUR DEVELOPMENT

Who's an Artist?

A professional artist is considered to be:

At least 18 years of age with a minimum of two years of commissioned public art or visual art exhibition history, not including work created during or for undergraduate education. Architects, landscape architects and other design professionals are not considered professional artists, unless they meet the criteria.

Sources for Artist Recommendations

Your public art consultant or the Port St. Lucie Public Art Advisory Board will be your most important resource in identifying an appropriate artist. These professionals will have vast knowledge of artists who could be appropriate for your project, research capabilities, and networks and connections that will help you get a response from artists you are interested in. There are also public networks for distributing calls to artists, which are listed at the end of this section.

Selection Process

The Selection Team

An important first step in selecting an artist is deciding who will facilitate your process and who will be involved in decision-making. Your public art consultant will play a key role in facilitating the section by ensuring appropriate information is collected from artists and facilitating your team's review of artist qualifications, its selection of candidates, and its review of artist proposals.

Usually a selection panel is created to advise the sponsor or owner of the project. The panel would have a representative of the sponsor, as well as one or more members of the design team, one or more community stakeholders, and independent arts professionals. This group will advise on both the selection of the artist and the review of the concept design. You may also want to pull in an engineer, a conservator or individuals with other types of technical expertise for reviews of the artist's designs.

Qualifications

The next step is to solicit qualifications from artists. Typically, artists are asked to provide images of completed projects (their portfolio) with an annotated description of each project including the location, media, dimensions, client and budget; a resume; references; and a letter of interest. Upon review of qualifications, you may know which artist you want to work with, or you may decide you want to interview and/or solicit proposals from more than one artist.

Interview

Once you have narrowed your list down to one or more candidates, you may want to interview these candidates in-person or over the phone to discuss how they would approach your project, where they get their inspiration, how they work with a client and design team, their research and community engagement process, etc.

Competitive Proposal

In addition to the interview, you may decide that you want one or more artists to develop specific concepts for your consideration prior to selecting them as the artist for the project. If this is the case, artists should be offered a stipend to cover the

time spent developing the proposal and any expenses incurred, such as travel. Many experienced artists will not prepare proposals without being compensated, as crafting a proposal is a core aspect of the services an artist provides.

For the proposal phase, you should develop a brief letter of agreement with the artists. According to copyright law, the artists will own the concepts they develop, and you will not be able to give the concept to another artist or a fabricator to execute, unless you obtain the artist's permission.

Artist Contracts

Once you have selected an artist for the project, you will need to draft and negotiate a contract to confirm your agreement with the artist or their studio. The contract should outline the various rights and responsibilities of each party. The contract typically includes:

- Budget, timeline, fee and payment schedule
- Design review, revision and approval process
- Responsibility for design, fabrication and installation of the artwork
- Responsibility for improvements to the site where the artwork will be located, including foundations, structural support, lighting, landscaping and signage
- Responsibility for permits and approvals
- Warranties made by the artist regarding the artwork's originality, soundness and durability
- Insurance requirements for design, fabrication, transportation, installation and warranty phases
- Artist moral rights, copyright, rights of reproduction and licensing
- Protocols for involving artist(s) in conservation, repair, relocation, de-accession and changes to the site

Intellectual Property and Moral Rights

When you commission an artist to create an artwork, you should be aware that the artist will own the copyright to the work and also have moral rights in the work, according to federal law. Artworks are generally not considered to be works for hire.

Copyright is a property right that allows the artist (or the person or entity to whom he or she transfers the copyright) to prevent unauthorized copying, publishing or other use of his or her copyrighted work. According to copyright law, the creator automatically retains the copyright of the completed artwork and of any designs developed during the design development process. Many experienced artists will not enter into a contract that requires them to give up their copyright. Developers experienced with commissioning public art do not want to be responsible for enforcing copyrights.

Moral rights provide for the proper attribution and integrity of an artwork, in order to protect the reputation of the artist. Generally, if you wish to alter or relocate an artwork you have commissioned, you must obtain the artist's permission in writing. Moral rights exist for as long as the artist is alive.

If you would like to use images of the artwork in the marketing of your project, you should negotiate those permissions and terms when you are negotiating your contract with the artist.

Warranties

There are two types of warranties that a public art contract generally outlines. A warranty of title recognizes that the artist is responsible for assuring that the work is original and does not infringe any copyright.

A warranty of quality and condition outlines the artist's responsibility for fabricating the artwork in quality materials, in accordance with professional standards and with a sensitivity to the nature and long-term behavior of materials and methods used and the conditions of the installation site (including weather, temperature, type and density of audience and other environmental and architectural features). The artist's warranties relating to the condition and quality of the work are generally limited to a year. If there are elements of the artwork covered by a manufacturer's warranty, the owner should work with the artist to get the longest possible warranty on covered items.

Insurance

If the artist is going to be working on your site or driving a vehicle in the course of their work, you may want to request they provide you with a certificate for commercial general liability insurance and that the artist's subcontractors have named the artist as additional insured. Artists typically are not able to acquire professional liability insurance because "artist" is not a licensed profession. If the artist is working with an architect, engineer or similarly licensed professional, you may want to request that those professionals provide an endorsement on their insurance.

Project Documentation and Maintenance Protocols

It is customary for a contract to require an artist to provide project documentation and maintenance protocols as a deliverable. This would include:

- an inventory of materials used in the artwork, the sources of the materials and any product information available from the manufacturer;
- contact information for fabricators and other subcontractors who may have worked on the project;
- instructions from the artist about how to clean and perform routine maintenance on the artwork; and
- a report from a conservator on how to perform preventative maintenance and flagging potential conservation issues.

DEVELOPING THE PROJECT

The design phase of the project development process for public art projects is in many ways similar to an architectural design process, with concept, schematic and final design documentation phases.

Concept Design

In the concept design phase, the artist develops and presents to the selection team a physical rendering of the artwork (drawings, digital renderings, models, etc., depending on the working method of the artist), a list of the materials, a narrative description of the work, specifics on siting, a description of special considerations regarding site work and installation, a preliminary budget breakdown and a preliminary schedule. The artist may want to conduct site visits, meet with the design team, meet with project stakeholders and/or engage in other research to help inform their concept design.

Schematic Design

Once you have signed off on the concept design, there may be a need to develop the design further in a schematic design phase. In this phase, the artist provides more specific information regarding siting, fabrication methods, materials, budget, timeline, project coordination and approvals.

Final Design Documentation

The final design phase includes structural drawings detailing every physical feature of the construction of the artwork and its integration with the site. Where appropriate, the artist should be responsible for having a qualified, licensed engineer provide certification that the artwork will be of adequate structural integrity and provide signed and stamped drawings. In some cases, the owner may request the artist also present the final design to a qualified conservator to make recommendations on the maintenance and conservation of the work. In addition, the final design documentation should include an updated narrative description of the artwork, a final budget and a final timeline for fabrication and installation.

Fabrication and Installation

Once you have accepted the final design documentation, you should give the artist notice to proceed with fabrication. Regular check-ins, photographic documentation and physical site visits will help ensure that the fabrication is on schedule and in substantial conformity with the approved design.

In most cases the artist is contractually responsible for the installation. The installation should be closely coordinated with the owner to ensure that the site is ready to accept the work, that there is appropriate room to stage the installation, that all permits have been pulled, that proper equipment and workers are available, and other relevant details are in order.

Working with the Community

At the outset of your project, it is a good idea to map out goals and strategies for working with the community where your development is located. The community is likely to take a great interest in your public art project. Some developers find that including public art in their projects is a way of creating additional community goodwill.

At a minimum, it is a good idea to keep your neighbors informed about your plans. Consider announcing the artist selection and artist concept as you would other important milestones in your project.

Some developers see public art as a way to highlight, celebrate or reflect on something unique about the site and/or the surrounding community. Consider asking your artist to meet with community leaders as a way of collecting information that would inform their project.

Depending on the circumstances, you may consider engaging the community more directly. Some developers have worked with artists and arts organizations that are experienced at participatory practices, such as community paint days or workshops.

Your public art consultant or Public Art Advisory Board can help you map out goals and a strategy for working with the community.

Marketing and Communications

At the outset of your project, it is a good idea to map your goals and strategies for communications about your public art project.

You may consider a range of goals, from attracting positive attention to your project to ensuring that the community resource you are providing can be enjoyed by as many people in the community as possible. To accomplish this, you may consider a range of strategies, from press releases to presentations at community meetings, from signage on site to online resources. Your public art consultant can help you map out goals and appropriate strategies for marketing and communications.

COMPLETION OF PROJECT

Congratulations! Your project is complete!

Close out of Project

There are a few final things to do to ensure the artwork remains a valuable part of your development project and is enjoyed by the community for years to come.

Transfer of Title

The title to the artwork generally passes to the owner upon final acceptance of the artwork. This step should be outlined in the contract. You may also want to consider a “Transfer of Title” exhibit in the contract signed by both the owner and the artist once the work has been completed and accepted by the owner.

Project Documentation and Maintenance Protocols

The artist should provide the project documentation and maintenance protocols described in the section on Artist Contracts in Section 3.

Dedication and Celebration

A dedication is a great way to acknowledge the artist and all the people who helped make the project possible, as well as to get broader attention for the project. Dedications can be small, invitation-only celebrations or larger community events, depending on your goals and budget.

Maintenance and Conservation

Once you have accepted the artwork, you are the owner of the artwork and are responsible for both its maintenance and conservation.

Maintenance is the routine care and repair of works of public art that does not require specialized expertise (e.g. dusting, washing, changing light bulbs, lubrication of moving parts, etc.). Property maintenance staff should be informed, and if necessary, trained on any special requirements for maintenance, and materials needed for maintenance should be kept in stock.

Conservation is the regularly scheduled examination, documentation, treatment and preventative care of an artwork conducted by a professional art conservator. The owner should have the work inspected by a professional conservator every two years, or as recommended by the artist, to document and treat any conservation needs. Maintenance and conservation should be guided by the instructions provided by the artist.

RESOURCES

Application Checklist and Information Initial Review

Applicants must meet with City staff and submit Public Art Application materials for initial review by Public Art Advisory Board.

Applicants must submit the following materials electronically one week prior to the meeting to ____ via email at ____.

1. A written summary of the project: This should include the approximate art budget, the art selection plan and consultant, timeline for the project, and an overview of the development.
2. PDF files of the overall site and existing drawings.
3. A PDF of the PowerPoint presentation of the project that will be given at the meeting.
4. Name and contact information for the person who will be presenting the project to Public Art Advisory Board.

What You Can Expect:

Items 1-3 will be distributed to Public Art Advisory Board in advance of the meeting. You will have 15 minutes to present the project to Public Art Advisory Board. The Board will then have the opportunity to ask questions and make recommendations regarding the possible placement of artworks, types of artwork or artists that may be appropriate to the site, and point out areas of concern. Preliminary review is not an action item with an approval, but an opportunity for you to get input that will help make the final artwork more successful.

Next Steps:

Once you have completed the selection process for an artist and proposal, then you must return to Public Art Advisory Board for final approval before fabrication can begin on the artwork. It is highly recommended that your art consultant stay in close contact with the Public Art Manager or that you hire staff to manage the process for you.

Public Art Advisory Board Application Checklist and Information Final Review

Applicants must have met with the Art in Public Places Program Manager, submitted a Public Art Assessment Application Form, and completed an initial review by Public Art Advisory Board prior to submitting application materials for final review by Public Art Advisory Board.

Applicants must submit the following materials electronically one week prior to the meeting to ____ via email at ____.

1. A written summary of the art selection process (how the artwork(s)/artist were selected).
2. Samples of the artist's previous work and a resume.
3. Description of the proposed artwork, including dimensions, materials, method of construction.
4. Detailed drawings or photographs of the proposed artwork, including a rendering in-situ.
5. A rendering showing the artwork, along with the locations for any lighting, the identification plaque, and other elements included in the proposal associated with the art installation.

6. A detailed timeline and itemized budget, including installation, artist fees, art consultant fees.
A statement on the maintenance requirements for the artwork(s).

What you can expect:

Items 1-7 will be distributed to Public Art Advisory Board in advance of the meeting. You will have 20 minutes to present the art plan. The Board will then have the opportunity to ask questions and make recommendations regarding the artwork and point out areas of concern. Final review is an action item requiring the approval of Public Art Advisory Board prior to the issuance of a building permit.

Next Steps:

Once you have the final approval of Public Art Advisory Board, you may secure your building permit. Prior to the issuance of your Certificate of Occupancy, the Art in Public Places Program Manager must confirm that the artwork was installed as approved by Public Art Advisory Board, including an identification plaque for the piece.

General Resources

Americans for the Arts, Public Art Network
<https://www.americansforthearts.org/by-program/networks-and-councils/public-art-network>

Distributing a Call to Artists

Public Art Network, Artist Selection Process Resource Guide (2013)

Public Art Network, Call for Artists Resource Guide (2004)

Public Art Network, Best Practices for Public Art Projects (2016)

Publicartist.org

CodaWorx.com

Public Art Network Listserv with Americans for the Arts

Appendix E: Action Plan Spreadsheet

Year 1

Action	Cost	Responsible Party	Note
Adopt the Art in Public Places Master Plan	n/a	City Council & Mayor	
Adopt Vision, Guiding Principles & Policies	n/a	Public Art Advisory Board (PAAB)	
Develop Initial Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Begin Implementation of the Port St. Lucie Botanical Garden Public Art Plan	\$5,000-\$15,000	PAAB, Botanical Garden	
Begin Detailed Planning for The Port District Art Trail	n/a	PAAB, Community Development, Parks & Recreation	
Begin Planning for a Neighborhood Based Project with N.I.C.E.		PAAB, N.I.C.E.	Example project: Neighborhood Symbols
Continue Utility Box Program		PAAB, N.I.C.E.	

Years 2 - 5

Action	Cost	Responsible Party	Note
Develop Yearly Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Continue Implementation of the Port St. Lucie Botanical Garden Public Art Plan	\$5,000-\$15,000 per year	PAAB, Botanical Garden	
Begin Planning and Implementation of a Functional Public Art Program	\$10,000 - \$20,000 per project	Public Art Advisory Board (PAAB)	
Begin Initial Implementation of the The Port District Art Trail	\$300,000 - \$500,000	PAAB, Botanical Garden	Includes Veterans Memorial Public Art
Implement Environmental Public Art Program	\$50,000 per year	PAAB, Community Development, Parks & Recreation	Example project: Sandhill Celebration
Plan and Implement the City Flag project	\$50,000	PAAB, City Council & Mayor	
Plan and Begin Implementation of Public Art Splash Pads	\$100,000 per project	PAAB, Parks & Recreation	
Plan and Implement City Landmark Public Art Project	\$200,000	PAAB	Example Project: PSL
Conduct a Feasibility Study for an Arts Center	\$50,000	City Council & Mayor	

Years 5 - 10

Action	Cost	Responsible Party	Note
Develop Yearly Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Complete Implementation of the Port St. Lucie Botanical Garden Public Art Plan	\$5,000-\$15,000 per year	PAAB, Botanical Garden	
Continue Implementation of a Functional Public Art Program	\$10,000 - \$20,000 per project	Public Art Advisory Board (PAAB)	
Continue Implementation of the The Port District Art Trail	\$300,000 - \$500,000	PAAB, Botanical Garden	Includes Veterans Memorial Public Art
Continue Implementation of Environmental Public Art Program	\$50,000 per year	PAAB, Community Development, Parks & Recreation	Example project: Sandhill Celebration
Continue Implementation of Public Art Splash Pads	\$100,000 per project	PAAB, Parks & Recreation	
Implement Feasibility Study for an Arts Center		City Council & Mayor	



City of Port St. Lucie Public Art Requirements Information Package, Application, and Checklist

Applicability

The public art assessment applies to all private non-residential development projects and all residential development projects with more than 10 units, including new construction, or the renovation or improvement of an existing building where 50% or more of a building is being modified, renovated, expanded, rebuilt or improved by construction. The public art assessment for any single project cannot exceed **\$100,000**.

All applicable private development must elect one of the following assessment methods and submit a completed art assessment application and provide a copy of the total construction costs as indicated on the construction contract(s) within 90 days of the issuance of the first building permit or site work permit for a subdivision plat for any portion of the project:

Option 1	On-site Artwork. A. Submit documentation evidencing the escrow of funds for a work of art valued in an amount not less than 1% of the total construction costs. B. Submit an application for approval of the work of art to the Public Art Advisory Board. C. If a local artist is commissioned, the art work shall be valued at no less than 90% of 1% of the total construction costs. D. Local artist means an artist who resides in St. Lucie, Martin, Indian River, or Okeechobee counties.
Option 2	Contribute to the Art in Public Places Fund. A. Contribute an amount equal to 80% of the 1% of the total construction costs for deposit to the Art in Public Places fund
Option 3	On-site Artwork and Contribute to Fund A. Submit documentation evidencing the escrow of funds for a work of art valued in an amount not less than one percent (1%) of the total construction costs. B. Contribute 80% of the balance of the 1% of the total construction costs for deposit in the art in public places fund.
Total Construction Costs	Total Construction Costs means the total cost of the improvements, excluding land costs, approved for a development project, as indicated on the construction contract(s) for the subject improvements.

Location of Public Art

Artwork must be located in an exterior place defined as any place, public or private, outdoor and exterior to buildings or structures and exposed to public view, including, but not limited to, buildings, parks, right-of way medians and open spaces.

Definition of Public Art

Art, artwork or work of art means an original physical work created or produced by an **Artist** including, but not limited to:

- | | | | |
|-------------|---------------|-------------------------------|------------|
| ♦ paintings | ♦ sculptures | ♦ site specific installations | ♦ carvings |
| ♦ statues | ♦ mosaics | ♦ mobiles | ♦ murals |
| ♦ engraving | ♦ bas reliefs | ♦ frescos | ♦ collages |

Artwork may be free-standing or integrated with the work of other design professionals into a building or site. Artwork may be new or may be an existing work of art.

The following **shall not be** considered public art or public works of art:

- Art objects which are mass produced or are of standard manufacture such as playground equipment, fountains, statuary elements, signage, maps, corporate logos or other functional elements, unless incorporated into an artwork by an artist commissioned for that purpose
- Reproductions, by mechanical or other means, of original artwork, except in the case of limited editions controlled by the artist, cast sculpture, film, video, photography, printmaking, or other media arts
- Works that are decorative, ornamental, or functional elements of the architecture or landscape design; except where designed by a visual artist and/or are an integral part of the artwork by the artist
- Services or utilities necessary to operate and maintain an artwork over time

Application and Approval Process

All applicants must fill out the Art in Public Places Assessment Application indicating the public art contribution option chosen, affidavit, and provide a copy of the total construction costs as indicated on the construction contract(s) within ninety (90) days of the issuance of the building permit or site work permit for subdivision plats.

For Option 1. On-site Artwork - The developer must submit ten copies of the application for onsite artwork and required attachments to the Planning and Zoning Department for distribution to the Public Art Advisory Board for review and recommendation to City Council. The item will be scheduled for the next available Public Art Advisory Board meeting. Following review by the Public Art Advisory Board, the item will be scheduled for City Council approval.

Applicants will be expected to provide a short presentation before the Public Art Advisory Board and/or City Council explaining project, public art proposal, and location. Applicants should be prepared to answer any questions about the proposed art, artist, and/or project. It is strongly recommended that the project team and/or individuals knowledgeable about all aspects of the project and the art work attend these meetings to avoid the item being tabled if additional information is required.

For Option 2. Contribute to Fund - A contribution in the amount of 80% of 1% of the total construction costs for deposit to the art in public places fund must be paid in full prior to the issuance of a certificate of occupancy. For subdivision plats, the fee is due in full at the time of recording of the final plat.

For Option 3. On-site Artwork and Contribute to Fund - Follow the procedures outlined in Options 1 and 2.



Public Art Assessment Application

DATE: _____ BUILDING PERMIT NO.: _____

APPLICANT: _____

OWNER (IF DIFFERENT FROM APPLICANT): : _____

ADDRESS: _____

[STREET]

[CITY / STATE / ZIP]

TEL NO.: _____ CELL NO.: _____

EMAIL: _____

PROJECT NAME: _____ PROJECT NUMBER: .P _____

PROJECT ADDRESS: _____

[STREET]

[CITY / STATE / ZIP]

DOLLAR AMOUNT OF PUBLIC ART REQUIRED: \$ _____ CONSTRUCTION VALUE: \$ _____

IF ESCROW: TOTAL ESCROW: _____

PLEASE INDICATE WHICH PUBLIC ART CONTRIBUTION OPTION YOU HAVE CHOSEN.

1. On-site Artwork

☐

2. Contribute to Fund.

☐

3. On-site Artwork and Contribute to Fund

☐

IF OPTIONS #2 OR #3 ARE CHOSEN, THEN TEN (10) COPIES OF THIS APPLICATION AND ATTACHMENTS, AS INDICATED ON THE ATTACHMENTS CHECKLIST, NEED TO BE SUBMITTED TO THE PLANNING AND ZONING DEPARTMENT IN ORDER TO BE PLACED ON THE AGENDA FOR THE PUBLIC ART ADVISORY BOARD.

Applicant's Signature

Date



APPLICATION FOR ON-SITE ARTWORK AND CHECKLIST

PROJECT NAME : _____

PROJECT NUMBER: .P _____

PROJECT ADDRESS: _____

For **PROPOSED** and **EXISTING** art work, all of the items noted below (10 copies of this application and attachments) must be submitted for review and approval by the Public Art Advisory Board (PAAB) 90 days after the issuance of a building permit.

PROPOSED ART WORK, THE FOLLOWING ITEMS ARE REQUIRED:	CHECKLIST
1. Artist's qualifications, including resume and portfolio establishing the artist's credentials .	
2. Detailed written description and graphic depiction of the work of art and its location on the site	
3. Drawings and renderings of the proposed work of art in terms of size, scale, color, shape, and materials in sufficient detail to provide a clear understanding of the art	
4. A copy of the site plan showing proposed location for public art and a detail or rendering of the proposed location with building and grade elevation showing the placement of the proposed art work	
5. A proposed schedule for the creation, completion and/or installation of the approved art work at the development site and any maintenance requirements	
5. Appraisal of the value of the art, such as an artist's price quote or a bill of sale	
6. Documentation showing that a deposit for public art was made into an escrow account	
7 Proposed restrictive covenant running with the land that binds the property owner's successors and assigns to retain and maintain the artwork	
8. Compliance with public accessibility (ADA) requirements	
9. A copy of the total construction costs as indicated on the construction contract(s)	

Applicant/Owner

Date



AFFIDAVIT

_____(the Developer) hereby submits to the City of Port St. Lucie, Florida, its election of options with respect to the Art in Public Places Art Assessment application. Developer affirms and certifies that the ordinances, rules, policies and regulations of the City of Port St. Lucie Code of Ordinances will be observed, including but not limited to, Chapter 162 Art in Public Places.

It is further certified that the statements, exhibits or plans, and project cost data and affidavits submitted with respect to the Project and the art assessment are true and accurate to the best of the knowledge and belief of the Developer and the required public art, fee in lieu, or combination will be provided before issuance of Certificate of Occupancy for the Project.

The undersigned hereby swears or affirms that the matters contained herein are true and correct to the best knowledge of the Developer. The undersigned hereby swears or affirms that he/she is duly authorized by Developer to make this Affidavit, and understands that s/he may be subject to penalty for perjury.

Signature

Print Name

Title

NOTARIZATION AS TO EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is [] personally known to me or who has [] produced the following identification:

_____.

Signature of Notary Public

Print Name of Notary Public

NOTARY SEAL/STAMP

Notary Public, State of Florida
My Commission expires _____

ORDINANCE NO. 3036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 ENTITLED "ZONING" BY CREATING ARTICLE XII ENTITLED "ART IN PUBLIC PLACES PROGRAM"; ESTABLISHING PURPOSES; PROVIDING DEFINITIONS; ESTABLISHING AN ADVISORY COMMITTEE; ESTABLISHING POWERS AND DUTIES; ESTABLISHING COMMITTEE MEMBERS; ESTABLISHING FEES; PROVIDING FOR EXEMPTIONS AND WAIVER OF FEES; ESTABLISHING SELECTION CRITERIA; ESTABLISHING USES AND OWNERSHIP; ESTABLISHING GUIDELINES; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

**ORDINANCE TABLED AT THE JANUARY 16, 2008 REGULAR CITY
COUNCIL MEETING**

Table 4-1
1ST ST
SIGN

CITY OF RIVIERA BEACH CITY COUNCIL

AGENDA ITEM SUMMARY

MEETING DATE: January 16, 2008

AGENDA ITEM SUMMARY NO. I-08-012-2

☐ AWARDS / PRESENTATIONS / PETITIONS
☐ CONSENT
☐ PUBLIC HEARING
☐ ORDINANCE ON SECOND READING
☒ ORDINANCE ON FIRST HEARING

☒ REGULAR
☐ RESOLUTION
☐ DISCUSSION & DELIBERATION
☐ BOARD APPOINTMENT
☐ WORKSHOP

SUBJECT: AN ORDINANCE AMENDING CHAPTER 31 ENTITLED "ZONING" BY CREATING ARTICLE XII ENTITLED "ART IN PUBLIC PLACES PROGRAM"; ESTABLISHING PURPOSES; PROVIDING DEFINITIONS; ESTABLISHING AN ADVISORY BOARD; ESTABLISHING POWERS AND DUTIES; ESTABLISHING COMMITTEE MEMBERS; ESTABLISHING FEES; PROVIDING FOR EXEMPTIONS AND WAIVER OF FEES; ESTABLISHING SELECTION CRITERIA; ESTABLISHING USES AND OWNERSHIP; ESTABLISHING GUIDELINES; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

RECOMMENDATION / MOTION: STAFF RECOMMENDS MOTION TO APPROVE ON PRELIMINARY READING AND ADVERTISE FOR PUBLIC HEARING.

•City Attorney <i>PHL 1/8/08</i>	Library
•City Clerk <i>CA</i>	Marina
Community Development	Police
•Finance <i>2-7-08</i>	Public Works
Fire	Purchasing
Human Resources	Recreation & Parks
Assistant City Manager <i>PHW 1/10/08</i>	Utilities District

APPROVED BY CITY MANAGER: *William E. Williams*

DATE: *1-09-08*

Originating Dept. Community Development <i>[Signature]</i>	Costs: None to City Current FY: <u>2007-2008</u> Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other:	City Council Actions: <input type="checkbox"/> Approved <input type="checkbox"/> Approved w/conditions <input type="checkbox"/> Denied <input type="checkbox"/> Tabled to <input type="checkbox"/> Referred to Staff
Advertised: YES Date: January 4, 2008 Paper: Palm Beach Post <input type="checkbox"/> Not Required	Budget Account Number: <i>7 REGULAR 2 ALTERNATE 5 MUST BE WITHIN CITY</i>	Attachments: 1. Ordinance <i>others can be business owners must be student between 14 & 22</i>
Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

SUMMARY: The Art in Public Places Program for the City of Riviera Beach is intended to generate a funding source to be used to install works of art around the City. The goal is to develop public art projects that will enhance the urban environment of the City as well as to evoke a sense of civic pride. The program also functions to promote open spaces; enhance building projects; educate the community on the arts; improve the quality of life for residents; attract artists to the City; and preserve the City's history. To fund the project, a fee of 1% will be assessed to private developments that have a total construction value of over \$250,000, with some exceptions.

Arts in Public Places Advisory Committee will be created by the City Council that will be responsible for developing guidelines and providing a plan that will govern how the public art is selected and make recommendations to the City Council.

Item No. 08

BACKGROUND: Staff has reviewed Art in Public Places programs in other local municipalities, including West Palm Beach, Boynton Beach, and Palm Beach Gardens. The attached ordinance is crafted to reflect most of the major elements that other municipalities incorporate as well as features unique to Riviera Beach. This ordinance was presented to the Planning and Zoning Board in March 2007, April 2007, and October 2007. The Planning and Zoning Board voted to approve the ordinance on October 11, 2007.

RECOMMENDATION: Staff recommends motion to approve on first reading.

EXHIBIT A-1

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Art in Public Places Ordinance

Fiscal Years	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (City)					
Cash Match (City)					
NET FISCAL IMPACT					

NO. ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current
Budget?

Yes --

No X

Budget Account No.:

Fund

Dept/Div.

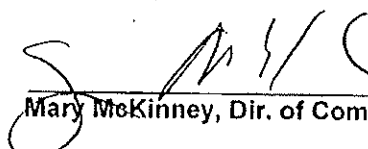
Org.

Object

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal
Impact:

C. Departmental Fiscal Review:


Mary McKinney, Dir. of Community Development

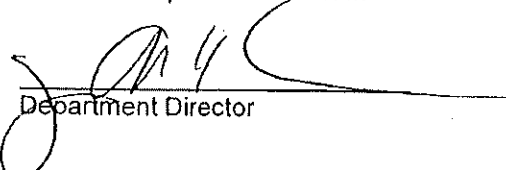
III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:


Finance Department 1-7-08

Purchasing and Grants

B. Other Department Review:


Department Director

ORDINANCE NO: _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING CHAPTER 31 ENTITLED "ZONING" BY CREATING ARTICLE XII ENTITLED "ART IN PUBLIC PLACES PROGRAM"; ESTABLISHING PURPOSES; PROVIDING DEFINITIONS; ESTABLISHING AN ADVISORY COMMITTEE; ESTABLISHING POWERS AND DUTIES; ESTABLISHING COMMITTEE MEMBERS; ESTABLISHING FEES; PROVIDING FOR EXEMPTIONS; ESTABLISHING SELECTION CRITERIA; ESTABLISHING USES AND OWNERSHIP; ESTABLISHING GUIDELINES; PROVIDING FOR SEVERABILITY AND CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, This ordinance is intended to establish and implement the City of Riviera Beach's Art in Public Places Program; and

WHEREAS, The City of Riviera Beach is committed to enhancing public spaces and ensuring visually pleasing areas for residents; and

WHEREAS, In order to ensure the continual installation of public art the City has identified a funding source for public art projects; and

WHEREAS, The Planning and Zoning Board voted to approve this ordinance on October 11, 2007.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1. That Chapter 31 entitled "Zoning" is hereby amended by creating Article XII of the City of Riviera Beach Code of Ordinances entitled "Art in Public Places Program" and shall read as follows:

Article XII
Art in Public Places Program

1. INTENT AND PURPOSE

It is the intent and purpose of this article to promote the aesthetic value of the City of Riviera Beach and to afford the residents of and visitors to the City an opportunity to enjoy and appreciate works of art.

2. DEFINITIONS

The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

Arts Committee means the Art in Public Places advisory committee appointed by the City Council.

Artist or Professional Artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards in the art field, and training in the arts.

Construction cost means all private development, redevelopment, reconstruction or remodeling projects that have a total construction value of \$250,000 or greater. The public art fee shall be equal to 1% of the construction value of the project and shall be collected by the Community Development Department prior to, and as a condition of, building permit issuance.

Development means any construction or remodeling of any private development, except single family residential, or any portion thereof within the limits of the city, where total construction costs equal or exceeds \$250,000.

Public Art Fund means a separate account set up by the city to receive monies for the Art in Public Places Program.

Remodeling means alterations made to a building, including but not limited to, changes to the façade of a building, changes to the interior of a building, increases or decreases in the floor area of a building and changes to exterior improvements.

Works of art, Art or Artwork means all forms of the visual arts conceived in any medium, material, or combination thereof, including but not limited to painting, sculpture, fountains, engraving, carving, mobiles, murals, collages, mosaics, tapestries, photographs, drawings, and collaborative design projects between architects and/or landscape architects and artists. The following shall not be

ORDINANCE NO. _____

PAGE 3

considered works of arts for purposes of this article: reproductions or mass produced art objects.

3. CREATION OF ART IN PUBLIC PLACES ADVISORY BOARD

The City Council in accordance with the powers vested in it hereby creates and establishes the Art in Public Places Advisory Committee herein referred to as the "Arts Committee". The Arts Committee shall function and operate as an advisory board providing advice to the City Council on matters relating to the visual arts and are appointed by the City Council.

4. PURPOSE, POWERS AND DUTIES

The Art in Public Places advisory committee shall have the following purpose, powers and duties:

- (a) The purpose of the Arts Committee is to advise the City Council on matters related to the arts, to develop a plan and programs to promote and support art in public places, and to recommend guidelines for implementation;
- (b) The Arts Committee shall recommend to the City Council projects to approve, approve with conditions or disapprove;
- (c) The Arts Committee shall create guidelines for public art and develop public art programs for the City;
- (d) The Arts Committee shall recommend to the City Council locations for works of art and establish priority order for such works;
- (e) The Arts Committee may recommend funding sources, including private sources, and expenditures for maintaining and implementing the Arts in Public Places Program;
- (f) The Arts Committee shall be responsible for establishing a youth advisory council for the purpose of involving the youth of the community to provide a venue to display, promote, and encourage future artists.

5. COMMITTEE MEMBERS

- (a) The Arts Committee shall consist of seven (7) regular members and two (2) alternate members. Of the nine (9) members, five (5) of those members must reside in the City, one (1) member must be a student between the ages of 14 and 22 and all shall serve at the pleasure of the City Council.

- (b) Of the seven (7) appointed members four (4) shall be for a term of three (3) years and three (3) shall be for a term of (2) years. Their successors shall be appointed for a term of three (3) years. Alternate members shall be appointed for a period of one (1) year. All members may be reappointed at the pleasure of the City Council at the termination of their appointment with no limit as to the number of terms they may serve.
- (c) In cases of vacancies by resignation, removal or otherwise, the City Council shall fill such vacancy for the unexpired term. The City Council may remove any member for cause. Any member of the board who fails to attend three regular meetings without cause and without prior notification to the committee shall automatically forfeit their appointment to serve on the Arts Committee board and such vacancy shall promptly be filled.
- (d) Of the nine (9) appointed members of the Arts Committee, all of them shall be residents or business owners within the City with the following backgrounds such as; artist; art instructor; architect; engineer; art student; urban/city planner; private developer; or any interested resident.
- (e) A Chairperson and Vice-Chairperson shall be selected by majority vote of the committee members. The Chairperson and Vice-Chairperson shall be selected annually at the first meeting in March. A majority shall be a quorum.

6. FEE IMPOSED ON DEVELOPMENTS

All budgets for the new construction or remodeling of private developments in the City which have total construction costs exceeding \$250,000 shall include an amount of one percent (1%) of the total budgets as a fee for art in public places. The fee shall be collected by the Community Development Department prior to the issuance of building permits. All fees collected are to be deposited in the Public Art Fund account.

- (a) Deposit of funds. The developer shall submit to the City a deposit in the amount of money equal to the art fee prior to the issuance of the first building permit.
- (b) If the final development project cost is higher than the cost figure originally used by the developer to calculate the preliminary art budget, the art budget must be increased as necessary to equal one percent (1%) of the actual total project cost. The additional funds must be submitted to the city by the developer prior to the issuance of the first Certificate of Occupancy.

7. EXEMPTION FROM FEE IMPOSED ON DEVELOPMENT

The following types of projects are exempt from the payment of the public art fee:

- ✓(a) Structural damages resulting from fire, flood, wind, earthquake, tornado, or other calamity determined by the Building Official and City Engineer;
- ✓(b) Developments constructed for workforce/affordable housing based on the low to moderate income criteria as identified in the Minority Employment and Affordable Housing Opportunity Program (MEAHOP).
- ✓(c) Single family and two family in-fill housing.

8. STANDARDS FOR ARTWORK TO BE UTILIZED BY COMMITTEE

Installation of works of art shall be guided by the standards listed below.

- (a) Artwork shall be installed on public property in a location that is highly visible to the public and shall not be obstructed from view by walls, fences, landscaping, or other blockages.
- (b) Artwork shall be integrated into the overall landscaping plan, and landscaping shall be utilized to enhance the visibility of such works.
- (c) Artwork shall be lighted in an unobtrusive manner. At a minimum, artwork shall be illuminated from dusk until midnight. The lighting shall be designed and located in order to prevent excessive lighting, energy waste, glare, light trespass, and sky glow.
- (d) Artwork shall be maintained in good condition at all times, including any associated landscaping or related improvements.
- (e) The selection and commissions of the artists and artwork shall be by written agreement between the city and artists.
 - a. The artist of approved artwork shall grant the City an unlimited, perpetual, non-exclusive, royalty-free, irrevocable license to reproduce and distribute two-dimensional reproductions of the artwork for city-related purposes, and grant to the City the exclusive irrevocable ownership rights in any trademark, service mark, or trade dress rights regarding the artwork, pursuant to a license that shall be approved by

the city attorney. City approval of the artwork shall be deemed to be a grant of the artist for authorization of third parties to review and reproduce documents provided by the artist to the city which are deemed to be public records pursuant to public record laws of the state. The city shall also have the option of referring to the name and title of the artist and artwork in reproductions.

9. USE OF PURCHASED ART; OWNERSHIP OF ART

- (a) All artwork purchased by the City using art fee contributions shall be displayed on city-owned land, city-owned buildings, or city-leased or rented facilities. The artwork shall be displayed in a location visually accessible to both pedestrian and vehicular traffic in order for the public to receive the most enjoyment and benefit from the art.
- (b) Unless otherwise expressly agreed to in writing by the city, ownership of all art acquired through expending funds in the Public Art Fund shall be owned by the city.
- (c) Artwork installed in accordance with this chapter cannot be altered or removed from the site without approval of the City Council.
- (d) Proper insurance coverage shall be maintained by the City on artworks purchased with funds generated by this article.
- (e) To establish the value of art submitted to comply with this subsection, the Art in Public Places Advisory Board shall have the authority to employ an independent art appraiser to provide a written appraisal of the art submitted. Such appraisal will be paid from the developer's art fund contribution.

10. ART IN PUBLIC PLACES PROGRAM GUIDELINES

The selection and commissioning of artists shall be in accordance with the Art in Public Places implementation guidelines adopted by the Arts Committee.

ORDINANCE NO. _____
PAGE 7

SECTION 2. It is the intention of the City Council and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Riviera Beach, and the sections of this ordinance may be renumbered to accomplish such intention.

SECTION 3. If any word, phrase, clause, subsection or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

SECTION 4. That all sections or parts of sections of the Code of Ordinances, all ordinances or parts of ordinances, and all resolutions or parts of resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

SECTION 5. Specific authority is hereby granted to codify this ordinance.

SECTION 6. This ordinance shall be in full force and effect immediately upon its final passage and adoption.

PASSED AND APPROVED on the first reading this _____ day of _____ 2008.

PASSED AND ADOPTED on second and final reading this _____ day of _____ 2008.

THIS SECTION OF THE PAGE LEFT INTENTIONALLY LEFT BLANK

ORDINANCE NO. _____
PAGE 8

APPROVED:

THOMAS A. MASTERS
MAYOR

SHELBY L. LOWE
CHAIRPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

LYNNE L. HUBBARD
CHAIR PRO TEM

NORMA DUNCOMBE
COUNCILPERSON

CEDRICK THOMAS
COUNCILPERSON

JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE _____

L. HUBBARD _____

C. THOMAS _____

N. DUNCOMBE _____

J. JACKSON _____

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

ORDINANCE NO. _____
PAGE 9

MOTIONED BY: _____

SECONDED BY: _____

1ST READING

S. LOWE _____
L. HUBBARD _____
N. DUNCOMBE _____
C. THOMAS _____
J. JACKSON _____

MOTIONED BY: _____

SECONDED BY: _____

2ND & FINAL READING

ORDINANCE NO. _____
PAGE 10

CERTIFICATION OF PUBLICATION

I hereby certify that the notice of the proposed enactment of this Ordinance was duly published in a newspaper of general circulation within the City of Riviera Beach as required by the applicable Florida Statutes.

Carrie E. Ward
Master Municipal Clerk
City Clerk

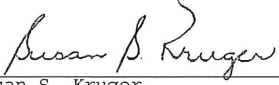
Date

<p>1 ACTING CHAIR WYLY: Yes. Page 102</p> <p>2 MS. DAVIDSON: Unanimous vote.</p> <p>3 ACTING CHAIR WYLY: And third, we recommend</p> <p>4 approval for the site plan application SP-21-04 for</p> <p>5 Berkeley Landing, Limited to construct two three-story</p> <p>6 residential affordable housing apartment buildings,</p> <p>7 including live/work units, with associated parking,</p> <p>8 landscaping and amenities on approximately four acres</p> <p>9 of land.</p> <p>10 MR. BARNES: So moved.</p> <p>11 MS. DAVIDSON: Is there a second?</p> <p>12 MS. SHEPHERD: Second.</p> <p>13 MR. FERNANDEZ: Mr. Barnes, second.</p> <p>14 MR. BARNES: No, I moved it. Somebody else</p> <p>15 needs to second.</p> <p>16 MR. NCUBE: I'll second.</p> <p>17 MS. SHEPHERD: Speak into the mic. We can't</p> <p>18 hear down here.</p> <p>19 MR. NCUBE: Second.</p> <p>20 MS. SHEPHERD: Thank you.</p> <p>21 MS. DAVIDSON: Mr. Ncube. Thank you.</p> <p>22 Margaret Shepherd.</p> <p>23 MS. SHEPHERD: Yes.</p> <p>24 MS. DAVIDSON: Frank Fernandez.</p> <p>25 MR. FERNANDEZ: Yes.</p>	<p>1 And so the City Council previously provided a Page 104</p> <p>2 directive to City staff to further research the</p> <p>3 elements required to implement a successful AIPP, Arts</p> <p>4 in Public Places program. And you all, I'm sure, know</p> <p>5 more than I do, this conversation is not a new one in</p> <p>6 the City of Riviera Beach. It has come up at several</p> <p>7 times and for various reasons not advanced.</p> <p>8 And so at this point we're back before you.</p> <p>9 We're very excited about it. We did provide in your</p> <p>10 backup material this. And the purpose of this chart is</p> <p>11 to just really illustrate to the Board that we've done</p> <p>12 some homework. Staff, even my predecessors had done a</p> <p>13 lot of this work to take a look around and see what</p> <p>14 other cities are doing. There's wonderful examples of</p> <p>15 art in public places throughout Florida. We don't have</p> <p>16 to leave the state. Fort Pierce, St. Lucie, Boca, West</p> <p>17 Palm. And so why not Riviera Beach?</p> <p>18 So as we researched what other communities</p> <p>19 were doing, mindful of the fact that the City leaders</p> <p>20 wanted us to bring something forward, we noticed that</p> <p>21 all of these different programs had commonalities.</p> <p>22 There were Arts in Public Places master</p> <p>23 plans.</p> <p>24 There was a program facilitator. It might</p> <p>25 just be a -- not just, but it might be a staff member,</p>
<p>1 MS. DAVIDSON: Moeti Ncube. Page 103</p> <p>2 MR. NCUBE: Yes.</p> <p>3 MS. DAVIDSON: Russell Barnes.</p> <p>4 MR. BARNES: Yes.</p> <p>5 MS. DAVIDSON: William Wyly.</p> <p>6 ACTING CHAIR WYLY: Yes.</p> <p>7 MS. DAVIDSON: Unanimous vote.</p> <p>8 MR. BARNES: Congratulations.</p> <p>9 ASSISTANT DIRECTOR SAVAGE-DUNHAM: Walter,</p> <p>10 could I have the next presentation, please?</p> <p>11 MR. BARNES: Should have done this one first.</p> <p>12 That way we would have had a bigger audience.</p> <p>13 ACTING CHAIR WYLY: So we're looking here for</p> <p>14 number IX, workshop items, we have none?</p> <p>15 ASSISTANT DIRECTOR SAVAGE-DUNHAM: No, sir,</p> <p>16 we still have -- we have one last item, really quick,</p> <p>17 item D.</p> <p>18 ACTING CHAIR WYLY: Okay.</p> <p>19 ASSISTANT DIRECTOR SAVAGE-DUNHAM: Okay? And</p> <p>20 it's a resolution of the City Council of the City of</p> <p>21 Riviera Beach, Palm Beach County, Florida, establishing</p> <p>22 the City of Riviera Beach Art in Public Places program</p> <p>23 and providing for the development of Art in Public</p> <p>24 Places master plan to guide the implementation of the</p> <p>25 AIPP program, and providing for an effective date.</p>	<p>1 or sometimes it's a citizen. But there was somebody Page 105</p> <p>2 who was in charge of paying attention to it and</p> <p>3 facilitating the plan so that it became implemented.</p> <p>4 Typically there's an Art Advisory Board. And</p> <p>5 that's another citizen board, such as yourself, who</p> <p>6 dedicates their time to the implementation.</p> <p>7 And generally, a reliable funding source.</p> <p>8 So at this point in time our recommendation</p> <p>9 is that the first step would be to ask the City Council</p> <p>10 to establish an AIPP program. Once that program is</p> <p>11 established, the next step would be to create a master</p> <p>12 plan. Now, an AIPP master plan, we envision it would</p> <p>13 be created utilizing public input, and it would provide</p> <p>14 program scope and guidance. And all new public and</p> <p>15 private projects would be reviewed for consistency with</p> <p>16 the master plan. And without a master plan, an Arts in</p> <p>17 Public Places program may have unmet objectives and</p> <p>18 lack clear vision.</p> <p>19 Part of the master plan, I think one of the</p> <p>20 most important parts is the community meetings and the</p> <p>21 visioning, because what is Art in Public Places?</p> <p>22 Is it the sculpture that you see when you get</p> <p>23 off of the highway, or is it the City leaders taking a</p> <p>24 position that every new city building that's built</p> <p>25 needs to have some area for exhibition or display space</p>

<p style="text-align: right;">Page 106</p> <p>1 so that the different schools can rotate through art 2 exhibits?</p> <p>3 Is Art in Public Places performance art at 4 the beach?</p> <p>5 Is it a special program with vendors coming 6 and selling art products?</p> <p>7 You know, what is Art in Public Places? And 8 it's a lot of different things to a lot of different 9 people. It could be art in the park. It could be, you 10 know, a musical program.</p> <p>11 So the master plan and the visioning and the 12 community conversation that goes with it I think will 13 be critical to hearing from Rivera Beach what types of 14 things does Riviera Beach want. Do you want murals on 15 your buildings? Do you want the electric transformers 16 to be wrapped, right? So Art in Public Places, it's 17 not this just rigid thing, we're going to put a 18 sculpture here. It can be really as broad or as narrow 19 as the city wants it to be. And we're suggesting that 20 that is a good place to start, with a community 21 conversation.</p> <p>22 So as I just said, the first step for the 23 City of Riviera Beach, in our opinion, is to provide 24 for the creation of an AIPP master plan. The master 25 plan would then speak to the creation of an advisory</p>	<p style="text-align: right;">Page 108</p> <p>1 Beach Art in Public Places program and providing for 2 the development of an Art in Public Places master plan 3 to guide the implementation of the AIPP program, and 4 providing for an effective date.</p> <p>5 So again, with this resolution, if you 6 support it, we will be asking the City Council to make 7 a finding that the City of Riviera Beach will benefit 8 from the creation of an Art in Public Places program; 9 Further, create the City of Riviera Beach Art 10 in Public Places program with the goal of encouraging 11 installations of high quality public art throughout the 12 city for the benefit of its residents and its visitors; 13 To direct the Development Services Department 14 to lead in the development of the City's Art in Public 15 Places master plan, using methods, including 16 facilitated group processes, a committee task force of 17 art experts and professionals, and engaging members of 18 the Riviera Beach community; 19 And finally, to direct the Development 20 Services Department to prepare an ordinance that will 21 create an incentive program to allow medium to large 22 scale land development projects to participate in the 23 City's Art in Public Places program.</p> <p>24 I know that it's very broad. That's because 25 the plan and the visioning hasn't been drafted yet. We</p>
<p style="text-align: right;">Page 107</p> <p>1 board, possible staffing needs or options and funding 2 sources to sustain the program, as well as visioning.</p> <p>3 Funding sources can always be a challenging 4 conversation. There's grant funds out there. Some 5 communities require -- I live in Port St. Lucie. Port 6 St. Lucie requires every major developer to donate 1.5 7 percent of their project cost, up to \$100,000, towards 8 a pot of funds for Arts in Public Places. And of 9 course they have a lot of mega development going on, so 10 that's a drop in the bucket. And I'm not suggesting 11 that's the way we go here, but that is a funding 12 source.</p> <p>13 You can also set up a voluntary contribution 14 program. You know, just as we have the civic open 15 space, we could ask developers to incorporate our work 16 into their project. But all of that would be vetted 17 and finalized through the master plan development 18 process with this board and the public.</p> <p>19 So before you tonight, and we hope that you 20 will support it, is a draft resolution. It provides 21 for the creation of an AIPP program, as well as the 22 development of an AIPP master plan.</p> <p>23 So it's a resolution 110-21, a resolution of 24 the City Council of the City of Riviera Beach, Palm 25 Beach County, Florida, establishing the City of Riviera</p>	<p style="text-align: right;">Page 109</p> <p>1 don't want to presuppose what the city wants. But 2 we're here, and we hope that we get to walk through 3 this conversation with the city. And I think that it 4 would just be another layer of richness to the 5 community. You know, Arts in Public Places can be very 6 vibrant, and it could be another lovely addition to 7 what you already have in place.</p> <p>8 So we thank you for your consideration of 9 this exciting opportunity. We hope that it advances. 10 And I'm here to answer any questions, and Mr. Sirmons 11 as well.</p> <p>12 MR. FERNANDEZ: I have a question. Frank 13 Fernandez. Real quick, I read through the ordinance in 14 the back of the provided booklet here for us, and 15 you've got \$250,000 for the fees and (inaudible) 16 development, one percent, but there's no cap on it. 17 And wouldn't it be favorable to do it like Port 18 St. Lucie, 1.5 percent, and cap it at 100,000?</p> <p>19 ASSISTANT DIRECTOR SAVAGE-DUNHAM: So that 20 ordinance that's in the back is not what we're 21 proposing now. I put that in there as backup for 22 you --</p> <p>23 MR. FERNANDEZ: Okay.</p> <p>24 ASSISTANT DIRECTOR SAVAGE-DUNHAM: -- so you 25 can see that this conversation has been going on for</p>

<p>1 quite a while. Page 110</p> <p>2 MR. FERNANDEZ: Right.</p> <p>3 ASSISTANT DIRECTOR SAVAGE-DUNHAM: And so we</p> <p>4 saw that ordinance. I read it. I don't necessarily</p> <p>5 concur with all of the recommendations. So what I'm</p> <p>6 saying to you is that proves to us that there's an</p> <p>7 interest and we've talked about it. Now let's take a</p> <p>8 step back and develop a plan. And we would probably</p> <p>9 draft a new ordinance that might fit the city a little</p> <p>10 better. So that ordinance, again, in your packet is</p> <p>11 not what I'm proposing. It's just evidence that this</p> <p>12 conversation has been going on for a while.</p> <p>13 MR. FERNANDEZ: So you're just proposing for</p> <p>14 us to approve a generalized Art in Public Places?</p> <p>15 ASSISTANT DIRECTOR SAVAGE-DUNHAM: I'm</p> <p>16 asking -- correct. You are 100 percent. I'm asking</p> <p>17 you to approve a resolution. We want to approach the</p> <p>18 City Council and ask them to establish the program and</p> <p>19 then to turn around and direct us to work on developing</p> <p>20 a master plan. So it's a very broad directive. At</p> <p>21 such point as the master plan is drafted, we would then</p> <p>22 come back to you to say, okay, here's the nuts and</p> <p>23 bolts of it, and then to your point, we can tinker with</p> <p>24 the ordinance.</p> <p>25 MR. FERNANDEZ: Okay, thank you.</p>	<p>1 city, I think she said about the electrical units, they Page 112</p> <p>2 were actually painting them and making them, you know,</p> <p>3 depending on what the location was or what the area was</p> <p>4 and they kind of made something to where it was a</p> <p>5 design for that neighborhood and everything. And I</p> <p>6 thought it was a beautiful thing, and I kept -- and I</p> <p>7 was thinking the same thing at that time, because it</p> <p>8 was about six months ago, you know, Riviera Beach</p> <p>9 should have something like that.</p> <p>10 And I see that this program has been here for</p> <p>11 quite some time. And again, I think this would be</p> <p>12 something that we would strongly consider to get done</p> <p>13 so we can get the same thing done here in our city</p> <p>14 also.</p> <p>15 Yes, sir.</p> <p>16 MR. SIRMONS: If I may? For the record,</p> <p>17 Clarence Sirmons, Director of Development Services.</p> <p>18 I just wanted to provide some additional</p> <p>19 background to your previous question about how long</p> <p>20 we've been in this conversation and it going on.</p> <p>21 The ordinance in your packet, of course,</p> <p>22 predates existing staff. However, shortly after I</p> <p>23 joined the City almost a year and half ago, this was an</p> <p>24 initiative that was requested to be brought before City</p> <p>25 Council by Council members. And to this date, we've</p>
<p>1 Page 111</p> <p>2 ACTING CHAIR WYLY: Can I ask you a question,</p> <p>3 please? This program, I don't know how the rest of the</p> <p>4 Board feels, I thought this was an excellent idea. So</p> <p>5 why would this have taken -- how long has this been on</p> <p>6 the table and kind of pushed aside?</p> <p>7 ASSISTANT DIRECTOR SAVAGE-DUNHAM: Well, the</p> <p>8 conversation has been going on for years, longer than</p> <p>9 I've been here.</p> <p>10 ACTING CHAIR WYLY: Right.</p> <p>11 ASSISTANT DIRECTOR SAVAGE-DUNHAM: So it's,</p> <p>12 you know, it was before them. There was a first</p> <p>13 reading of that ordinance. It was tabled. At this</p> <p>14 point I'm not sure all the language in that ordinance</p> <p>15 is perhaps the way you might want to go now, so I'm</p> <p>16 suggesting we reconsider it. I can't speak to why it</p> <p>17 was all tabled. Perhaps, you know, it was too</p> <p>18 ambitious. Sometimes you have to start slow and say</p> <p>19 let's create the program, let's talk about it, let's</p> <p>20 see what fits, and then come forward with the</p> <p>21 ordinance. And so that's -- how do you eat an</p> <p>22 elephant? You know, one bite at a time. I'm saying</p> <p>23 let us take the first bite.</p> <p>24 ACTING CHAIR WYLY: Because I remember seeing</p> <p>25 this in the Fort Pierce area, was their vision of</p> <p>(inaudible). And I noticed that everywhere in the</p>	<p>1 had approximately three discussion and deliberation Page 113</p> <p>2 items before City Council to discuss what a program</p> <p>3 such as this could look like or would look like for the</p> <p>4 City of Riviera Beach.</p> <p>5 This particular time, after a recommendation</p> <p>6 by this body, of course, when it goes before City</p> <p>7 Council this time, we will have a resolution that, as</p> <p>8 Ms. Savage described, will outline how this department</p> <p>9 will guide the creation of an Arts in Public Places</p> <p>10 program, the advisory group that will be created,</p> <p>11 creation of a master plan and the development of an</p> <p>12 ordinance that would be a long-standing governing rule</p> <p>13 or law of the City in how the program would operate and</p> <p>14 how developers could participate in the program.</p> <p>15 But again, this is a very important</p> <p>16 initiative by City Council, and this is likely about</p> <p>17 the fourth time in the last year that it would appear</p> <p>18 before them, but this time it's in the form of a</p> <p>19 resolution that would give marching orders to how the</p> <p>20 program would be created.</p> <p>21 MS. SHEPHERD: Mr. Chair.</p> <p>22 ACTING CHAIR WYLY: Yes, ma'am.</p> <p>23 MS. SHEPHERD: You said Council is asking for</p> <p>24 this?</p> <p>25 MR. SIRMONS: Yes, it is an important</p>

<p style="text-align: right;">Page 114</p> <p>1 initiative of more than one Council member.</p> <p>2 MS. SHEPHERD: Okay. Because this has come</p> <p>3 before me I know about eight, nine years ago when I</p> <p>4 first got on the Board. I think Mary McKinney was the</p> <p>5 Director then. We had a full Council, and when it went</p> <p>6 before City Council, they shot it down. That's not the</p> <p>7 first time. The second time it came, again, shot it</p> <p>8 down.</p> <p>9 And I think now -- I know my memory is kind</p> <p>10 of -- but I thought I heard Mr. Evans said, somebody</p> <p>11 said, I can't remember, said that they did not want</p> <p>12 this program to go forward because they felt like the</p> <p>13 moneys that is spent on this project should be going to</p> <p>14 revitalizing the city.</p> <p>15 I think it's a great idea. I like it. I go</p> <p>16 to Palm Beach County -- what is it -- PB, what is that</p> <p>17 thing going over to the mall, the bridge?</p> <p>18 MR. SIRMONS: Palm Beach Gardens flyover</p> <p>19 bridge?</p> <p>20 MS. SHEPHERD: Yes. Anyway, they got</p> <p>21 beautiful art. I didn't know what it was until they</p> <p>22 sent me over to look at it. And I think, just me</p> <p>23 thinking, I think they should kind of get fundraisers</p> <p>24 in place to raise this money, because as we're going to</p> <p>25 revitalize the city, I think I heard Mr. Evans say we</p>	<p style="text-align: right;">Page 116</p> <p>1 first.</p> <p>2 So I think that water situation should be</p> <p>3 first. But again, this project, I'm definitely for it.</p> <p>4 But if we have the money and we can prioritize this</p> <p>5 money or get someone to donate or be able to recruit</p> <p>6 people to be able to donate for this, absolutely. But</p> <p>7 the main thing we need to get done first is make sure</p> <p>8 we get clean water for our residents.</p> <p>9 MR. SIRMONS: Yes. And if I may, I'll</p> <p>10 respond. A big part of embarking on this journey, if</p> <p>11 approved by City Council, is exploring the different</p> <p>12 options for funding for it. So this resolution in</p> <p>13 itself does not commit the City to long-term</p> <p>14 expenditures in the way of an Art in Public Places</p> <p>15 program. That would come later. It would allow staff</p> <p>16 to engage local professionals, persons with experience</p> <p>17 in these types of programs to cultivate a program that</p> <p>18 makes sense for the city, but it does not commit the</p> <p>19 City to any long-term expenditures for Art in Public</p> <p>20 Places.</p> <p>21 ACTING CHAIR WYLY: It definitely would be</p> <p>22 nice to get some of our kids from the high schools and</p> <p>23 from the middle schools to be able to help contribute</p> <p>24 to that just so they can have this city to be a part of</p> <p>25 their own. I think that's a great idea.</p>
<p style="text-align: right;">Page 115</p> <p>1 need all the money we can get to start our projects.</p> <p>2 So I'm not against it, but I am thinking that</p> <p>3 if you get a group together, they should think toward</p> <p>4 fundraisers to raise this money. But right now for the</p> <p>5 City to spend this type of money, I'm really not for</p> <p>6 it.</p> <p>7 And like I said, I think this is my third or</p> <p>8 fourth time hearing it, and every time it's shot down</p> <p>9 because money comes into play. But I don't think we</p> <p>10 have a real tunnel vision of how this money or where</p> <p>11 this money is coming from. And that's my only</p> <p>12 suggestion, is fundraisers.</p> <p>13 ACTING CHAIR WYLY: Right. And I agree with</p> <p>14 her wholeheartedly on that. And the thing is with</p> <p>15 beautifying the city, absolutely, I'm definitely going</p> <p>16 to be on the side of that. Again, since money is our</p> <p>17 issue, I think we need to prioritize our problems, or</p> <p>18 prioritize our issues, and the main thing that we need</p> <p>19 to get done right now is the water and to make sure</p> <p>20 that the water is clean for our residents and get that</p> <p>21 project taken care of and then start on the</p> <p>22 beautification project. Because we want to make sure</p> <p>23 that our community is healthy, right, and make sure</p> <p>24 that, you know, we are here to be able to enjoy the</p> <p>25 city. But we want to take care of our main things</p>	<p style="text-align: right;">Page 117</p> <p>1 MR. SIRMONS: Yes.</p> <p>2 MS. SHEPHERD: Absolutely.</p> <p>3 ACTING CHAIR WYLY: Any other questions?</p> <p>4 MR. NCUBE: Just a comment on, this would be</p> <p>5 something that I will like to have seen the survey</p> <p>6 taken and used for, you know, where if we have a</p> <p>7 project like this, it's like, okay, well, let's, you</p> <p>8 know, put that on this survey, and when a developer</p> <p>9 goes out and we ask him, hey, ask the residents what</p> <p>10 they think about the project.</p> <p>11 So, but projects like this, you know, it</p> <p>12 obviously looks good to me, but I would like to have</p> <p>13 input from the residents. And this is, you know, where</p> <p>14 if we have developers that are, you know, coming in the</p> <p>15 city, then they can really do the work for us to really</p> <p>16 gauge, you know, the temperature in the community.</p> <p>17 So, and I'm not sure what's going on with the</p> <p>18 template, but I definitely would like to, you know, see</p> <p>19 that being used so that we can actually get a little</p> <p>20 bit more feedback from the community.</p> <p>21 ACTING CHAIR WYLY: Any other questions? All</p> <p>22 right, would you like to make a motion?</p> <p>23 MR. GALLON: So moved.</p> <p>24 MR. BROWN: Second.</p> <p>25 MS. DAVIDSON: Mr. Brown.</p>

<p>Page 118</p> <p>1 MR. BROWN: Yes.</p> <p>2 MS. DAVIDSON: Mr. Gallon.</p> <p>3 MR. GALLON: Yes.</p> <p>4 MS. DAVIDSON: Ms. Shepherd.</p> <p>5 MS. SHEPHERD: Yes.</p> <p>6 MS. DAVIDSON: Mr. Wyly.</p> <p>7 ACTING CHAIR WYLY: Yes.</p> <p>8 MS. DAVIDSON: Mr. Fernandez.</p> <p>9 MR. FERNANDEZ: Yes.</p> <p>10 MS. DAVIDSON: Mr. Ncube.</p> <p>11 MR. NCUBE: Yes.</p> <p>12 MS. DAVIDSON: Mr. Barnes.</p> <p>13 MR. BARNES: Yes.</p> <p>14 MS. DAVIDSON: Unanimous vote.</p> <p>15 ACTING CHAIR WYLY: All right, so on to</p> <p>16 workshop items. We have none, correct?</p> <p>17 ASSISTANT DIRECTOR SAVAGE-DUNHAM: We have</p> <p>18 none.</p> <p>19 ACTING CHAIR WYLY: All right, the general</p> <p>20 discussion. No public comments. Correspondence?</p> <p>21 ASSISTANT DIRECTOR SAVAGE-DUNHAM: I have</p> <p>22 none.</p> <p>23 ACTING CHAIR WYLY: Planning and Zoning Board</p> <p>24 comments. Upcoming P & Z Board meetings, October 14th</p> <p>25 and 28th, 2021.</p>	<p>Page 120</p> <p>C E R T I F I C A T E</p> <p>1</p> <p>2</p> <p>3</p> <p>4 THE STATE OF FLORIDA)</p> <p>5 COUNTY OF PALM BEACH)</p> <p>6</p> <p>7</p> <p>8 I, Susan S. Kruger, do hereby certify that</p> <p>9 I was authorized to and did report the foregoing</p> <p>10 proceedings at the time herein stated, and that the</p> <p>11 foregoing pages comprise a true and correct</p> <p>12 transcription of my stenotype notes taken during the</p> <p>13 proceedings.</p> <p>14 The certification of this transcript does</p> <p>15 not apply to any reproduction of the same by any means</p> <p>16 unless under the control and/or direction of the</p> <p>17 certifying reporter.</p> <p>18 IN WITNESS WHEREOF, I have hereunto set my</p> <p>19 hand this 4th day of October, 2021.</p> <p>20</p> <p>21</p> <p>22</p> <p>23 </p> <p>24 Susan S. Kruger</p> <p>25</p>
<p>Page 119</p> <p>1 ASSISTANT DIRECTOR SAVAGE-DUNHAM: Yes; yes,</p> <p>2 sir. I expect October 14th we're going to do another</p> <p>3 Planning and Zoning Board training session, so it will</p> <p>4 be a break from the applications. And then the 28th</p> <p>5 we'll have applications back on for you unless</p> <p>6 something comes up very pressing that we have to put</p> <p>7 on.</p> <p>8 ACTING CHAIR WYLY: Are there any comments</p> <p>9 from the Board? Is it okay to adjourn?</p> <p>10 ASSISTANT DIRECTOR SAVAGE-DUNHAM: Yes, sir.</p> <p>11 The Board's discretion.</p> <p>12 MS. SHEPHERD: Second.</p> <p>13 ASSISTANT DIRECTOR SAVAGE-DUNHAM: Thank you.</p> <p>14 (Whereupon, at 8:45 p.m., the proceedings</p> <p>15 were concluded.)</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p>	



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: CLARENCE SIRMONS, AICP, DIRECTOR, DEVELOPMENT SERVICES

SUBJECT: RESOLUTION 127-21 –ART IN PUBLIC PLACES

DATE: NOVEMBER 3, 2021

Background:

Since 2008 the City of Riviera Beach has endeavored to establish an Art in Public Places Program (AIPP). The most recent effort began in 2020 after a Council member reintroduced this subject to the current Council. After that presentation, City Council directed staff to research the elements required to implement a successful, vibrant, and unique AIPP program. Staff researched AIPP programs in other municipalities and identified several core elements that were present in the successful programs; 1) a dedicated program administrator, 2) an AIPP Master Plan, 3) an Art Advisory Board, and 4) dedicated funding source(s).

At the July 15, 2020 and September 8, 2020 Council meetings, this item was discussed with the purpose of clarifying a direction for a City of Riviera Beach public art program. There was consensus that Council was not supportive of creating mandatory land development fees for funding a public art program, however, staff identified alternative program funding options including incentivized-voluntary participation by land developers, budget allocations from the general fund, partnership with the CRA, AIPP grants, and capital project funding.

Since this item was last discussed before council, Development Services staff has taken steps to frame what an AIPP program could look like in Riviera Beach. Staff engaged experienced individuals in the local art community to discuss a framework for the program and the importance of forming a knowledgeable AIPP Advisory Board. Additionally, staff recognizes the importance of encouraging community participation in creating the program and believes engaging an experienced consulting firm would advance that process. Therefore, staff has begun conversations to determine the necessary components of an AIPP Master Plan and scope of work.

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for a future solicitation. The AIPP Master Plan and an associated ordinance would be presented to City Council at a later date.

Approval of the resolution before you will accomplish four things:

1. Establish Art in Public Places Program as a priority for the City.
2. Direct the Development Services Department to lead in the development of an Art in Public Places Master Plan using methods including, facilitated group processes, a committee task force of art experts and professionals, and engaging members of the Riviera Beach community.
3. Allow the Development Services Department to spend up to \$35,000 in the development of an Art in Public Places Master Plan.
4. Direct the Development Services Department, upon completion of the Art in Public Places Master Plan, to prepare an ordinance consistent with the Master Plan and recommendations of the task force.

Citywide Goal:

Build Great Neighborhoods.

Budget/Fiscal Impact:

Staff is requesting authorization to expend up to \$35,000 in funds currently allocated for Development Services professional services for art in public places activities.

Recommendation(s):

City staff recommends approval of Resolution 127-21.

Attachments:

1. Resolution 127-21
2. Staff Report
3. AIPP Municipal Comparisons
4. Research Notes
5. List of Programs In Florida
6. Coral Gables 5 Year AIPP Plan
7. Marathon RFT for AIPP Program
8. Port St. Lucie AIPP Master Plan
9. Port St. Lucie Public Art Requirements
10. 2008 CORB Failed AIPP Proposal
11. September 23rd P&Z Board Minutes



**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 11/3/2021

Agenda Category: REGULAR RESOLUTION

Subject: Award DESMAN, INC. as the Parking Consultant for the Ocean Mall and the Marina District.

Recommendation/Motion: City Council accepts the recommendations of DESMAN, INC. as the Parking Consultant for the Ocean Mall and the Marina District.

Originating Dept	FINANCE	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

In accordance with the provisions of the City's Procurement Ordinance, staff solicited Request for Proposal 1031-21-3 for Parking Consultant Services for the City of Riviera Beach. On June 24, 2021 an evaluation committee convened to review and discuss the responses to the Request for Proposal for Parking Consultant Services.

DESMAN, INC. was selected as the number one ranked firm, to provide the services identified in the City's RFP.

DESMAN, INC. has served as the City's Parking Consultant since July 6, 2016.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo_Desman_Parking_11.3.2021.docx	Memo to Council - Desman Parking	10/26/2021	Cover Memo
Resolution_No_103-21_Desman_2021.doc	RESOLUTION 103-21	9/2/2021	Resolution
Desman_Agreement_2021_11.3.2021.doc	Desman Parking Contract	10/26/2021	Agreement
PROPOSAL_DESMAN.pdf	PROPOSAL DESMAN	8/12/2021	Backup Material
RFP_1031-21-3_WRITTEN_EVALUATION_SCORES.pdf	RFP 1031-21-3 WRITTEN EVALUATION SCORES	8/12/2021	Backup Material
RFP_1031-21-3_RECOMMENDATION_LETTER_Signed.pdf	RFP 1031-21-3 RECOMMENDATION LETTER Signed	8/12/2021	Backup Material
Desman_Agreement_07.06.2016.pdf	Desman Agreement 07.06.2016	8/12/2021	Backup Material
Res_67-16_Contract_-RFP_580-15_Desman_Change_of_Contract_1_RW.pdf	Res 67-16 Contract -RFP 580-15 Desman Change of Contract 1 RW	8/12/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Monroe, Luecinda	Approved	10/25/2021 - 3:52

PM



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CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: RANDY M. SHERMAN, DIRECTOR OF FINANCE & ADMINISTRATIVE SERVICES

SUBJECT: PARKING CONSULTING SERVICES AGREEMENT WITH DESMAN, INC.

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

In accordance with the provisions of the City's Procurement Ordinance, staff solicited Request for Proposal 1031-21-3 for Parking Consultant Services for the City of Riviera Beach. On June 24, 2021 an evaluation committee convened to review and discuss the responses to the Request for Proposal for Parking Consultant Services. DESMAN, INC (DESMAN). was selected as the number one ranked firm, to provide the services identified in the City's RFP.

DESMAN. has served as the City's Parking Consultant since July 6, 2016 and Staff recommends approving this agreement to continue parking consulting services with them. DESMAN's services have been used to study parking at the Ocean Mall and the Marina.

City Goals:

The City wide goal is to:

- Achieve Sustainable Economy
- Enhance Government Stewardship
- Build great Neighborhoods

Fiscal/Budget Impact:

This agreement has a not-to-exceed amount of \$200,000. Funding for the agreement is provided for Page 196 of the budget.

Recommendation:

Staff recommends approval of the agreement with DESAN, Inc. to provide the City parking consultant services.

Attachments:

1. Resolution No.
2. Agreement
3. 2016 Agreement with DESMAN, INC.
4. Proposal
5. Recommendation Letter
6. Written Evaluation Scores

RESOLUTION NO. 103-21

RESOLUTION NO. 103-21 OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT TO DESMAN, INC. TO PROVIDE PARKING CONSULTANT SERVICES FOR THE CITY OF RIVIERA BEACH MARINA DISTRICT AND THE OCEAN MALL, PROJECT NUMBER 18064 IN AN AMOUNT NOT TO EXCEED \$200,000 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance, staff solicited Request for Proposal 1031-21-3 for Parking Consultant Services for the City of Riviera Beach; and

WHEREAS, on June 24, 2021 an evaluation committee convened to review and discuss the responses to the Request for Proposal for Parking Consultant Services; and

WHEREAS, DESMAN, INC. was selected as the number one ranked firm, to provide the services identified in the City's RFP; and

WHEREAS, DESMAN, INC. has served as the City's Parking Consultant since July 6, 2016; and

Now, Therefore, be it resolved by The City Council of the City of Riviera Beach, Florida that:

SECTION 1. The City Council accepts the recommendations of DESMAN, INC. as the Parking Consultant for the Ocean Mall and the Marina District.

SECTION 2. The City Council authorizes staff to take the appropriate actions necessary to implement the parking recommendations.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS DAY OF _____, 2021.

RESOLUTION NO. _____
PAGE 2 of 2

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: _____

DAWN S. WYNN, CITY ATTORNEY

T. MCCOY: _____

DATE: _____

K. MILLER-ANDERSON _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

CONTRACT FOR PARKING CONSULTING SERVICES

This Contract is made as of this 1st day of November 4, 2021, by and between the City of Riviera Beach, Florida, a municipal government existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and DESMAN, Inc., (DESMAN) a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 11-2709775.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide Parking Consulting Services as detailed in RFP 1031-21-3 and as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY's representative/liaison during the performance of this CONTRACT shall be Randy M. Sherman, Director of Finance and Administrative Services, 561-845-4040 or rsherman@rivierabeach.org.

ARTICLE 2 - SCHEDULE

Services to be rendered by the CONSULTANT shall be for an initial period of three years ending September 15, 2024 with two optional one year renewals, at the City's discretion, that would extend this agreement to September 15, 2026. In no case shall this contract, unless amended by the CITY and agreed to by the CITY and CONSULTANT, extend past September 15, 2026.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with Exhibit "B". The total and cumulative amount of this contract shall not exceed \$200,000. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the Scope of Work contained in Exhibit "A", without specific, prior written approval of the City's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually

incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

Payments to the CONSULTANT shall be sent to:

DESMAN, Inc.
ATTN: Christopher Romano
3 West 35th Street, 3rd. Floor
New York, NY 10001

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors/subconsultants ("hereinafter subcontractors") will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component, which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence/\$1,000,000.00 annual aggregate to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles,

including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes; \$1,000,000.00 per accident, \$1,000,000.00 disease each employee, and \$1,000,000.00 disease policy limit. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. The parties to this Contract shall maintain, during the life of this Contract, Employee Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- G. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs to the maximum fee of consultant's contract. These indemnifications shall survive the term of this Contract or any renewal thereof. Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 15 - 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.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports or similar and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law), and specifically section 119.0701, Florida Statutes, by agreeing to:

- A. Keep and maintain all public records that ordinarily and necessarily would be required by the CITY to keep and maintain in order to perform the services under this Contract.

- B. Provide the public with access to said public records on the same terms and conditions that the CITY would provide the records and 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.
- D. Meet all requirements for retaining said public records and transfer, at no cost, to the CITY all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY CLERK'S OFFICE LOCATED AT 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FLORIDA 561-845-4090 CROBINSON@RIVIERABEACH.ORG.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

**City of Riviera Beach
ATTN: Jonathan E. Evans, City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404**

If sent to the CONSULTANT shall be mailed to:

**DESMAN, Inc.
ATTN: Chris Luz
100 SE 3rd. Avenue, 10th. Floor
Fort Lauderdale, FL 33394
cluz@desman.com**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete the objectives as set forth in the Scope of Work described in Exhibit "A."

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Timothy Tracy, hereby represents to the CITY that DESMAN, Inc. has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- B. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- C. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the CONSULTANT's receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

SEAL

CONSULTANT

DESMAN, INC.

BY: _____
RONNIE L. FELDER
MAYOR

BY: _____
TIMOTHY TRACY
EXECUTIVE VICE PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
RANDY M. SHERMAN
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
DAWN S. WYNN
CITY ATTORNEY
DATE: _____

EXHIBIT A

SCOPE OF WORK

The Consultant shall prepare a comprehensive Parking Master Plan for the City. The Parking Master Plan shall address, but not be limited to:

- Parking program goals and objectives
- Parking program policies and procedures
- Parking standards and performance criteria
- Public parking opportunities throughout the City
- Parking solutions for specific public uses (parks, public facilities, beach)
- Identified zoning requirements
- Review of existing studies were applicable
- Regulations for commercial parking
- Management and regulation of on-street parking
- Enforcement of laws, regulations and codes concerning parking including adjudication
- Site specific plans for Ocean Mall property
- Site specific plans for the Marina District
- Program and operation assumptions
- Municipal parking facility fee study
- Parking permit program for City residents
- Occupancy study
- Parking demand and trip generation model, if applicable
- Design guidelines and scenario testing
- Operations and financial modeling and recommendations
- Feasibility recommendations and alternatives
- Proposed organization model including ordinances, personnel recommendations and outsourcing opportunities
- Development of coalitions and partnerships with business community organizations and major stakeholders, specifically identifying opportunities for long-term parking leasing

EXHIBIT B - PARKING MASTER PLAN

TASK 1 – PARKING GOALS AND OBJECTIVES

The first step is to define the role of parking in Riviera Beach. This is sometimes an iterative process depending on the specific needs of the community. If the desire is to organize parking services into an Enterprise Fund (a financially self-supporting system) than it is important to define both short-term and long-term management, operations and infrastructure needs and how parking revenue is anticipated to support those costs. The role of the CRA may be forecasting the ability to provide financial support to the parking system. The details of how the financial system is created will be evaluated in the Parking Master Plan, however, the decision to create a self- supporting parking system is part of this task.

Defining the role of parking needs to be further refined by setting standards and performance criteria, developing policies and procedures as well as assumptions as to how those services will be delivered.

- Parking program goals and objectives
- Parking standards and performance criteria
- Parking program policies and procedures
- Program and operating assumptions

DESMAN would like to meet with key City staff, key representatives on the CRA Board, as well as the CRA Director, and other City leaders or stakeholders as directed by the City. The findings of this task will set the framework for developing solutions and recommendations for all other tasks. The findings of this task will be summarized in a technical memorandum and submitted to the City for review and comment.

TASK 2 – PHYSICAL INVENTORY AND ANALYSIS

Physical inventory and analysis includes a snapshot review of current City parking operations and characteristics and then explores changes to that system in response to growth and potential operational changes. This task will focus on the Ocean Mall redevelopment area since the Marina area is under construction. Data collection activities include review and gathering of inventory and use data, maps, previously prepared reports, user surveys and drawings, as appropriate.

To most precisely estimate, or model, anticipated changes in parking demand, an accurate assessment of existing parking demand is critical. It is important to have existing on- and off-street public and private parking inventories and utilization. In this case, the inventory is primarily public. The parking use data should represent typical weekday and weekend peak periods, preferable during the tourist season. Parking space inventory will be collected, summarized and analyzed on a sub-area basis, by facility and location. Data and information available or included in current studies or previously prepared documents will be reviewed and incorporated, as appropriate, into the parking analysis.

Parking occupancy data and limited sampling to ascertain turnover and duration data is proposed to be collected during three different times for two different weeks during the peak season as summarized below. In addition, sampling of the County beach parking lot will be conducted several times during each survey day to ascertain the use characteristics of those facilities relative to the Ocean Mall facilities. This may be important data to have on-hand as the City considers paid parking and the County lot remains free.

EXHIBIT B - PARKING MASTER PLAN

Data collection is a time consuming and expensive task, but a critical element when it comes to developing support from the many stakeholders involved in working through and implementing recommendations.

The parking data collection effort will be summarized in a technical memorandum and submitted to the City for review. This memorandum sets the baseline for modelling future growth scenarios for this site.

TASK 3 – PARKING MANAGEMENT AND OPERATIONS

Because of the lack of available resources at the City, DESMAN will likely recommend a review of options for delivering all or part of the parking program through outsourcing. It is our understanding that currently, there is a need to develop recommendations for parking access and revenue control system for the Ocean Mall lots and parking areas within the initial 30-45 days.

Once Tasks 1 and 2 have been evaluated, DESMAN will have a solid understanding of what the short- and long- term parking system should encompass to support development and meet the City's needs. Although there may be an immediate need for a parking structure already identified by the City for the Marina area plan, DESMAN believes the City should consider a feasibility study by DESMAN to review the site, number of spaces, constructability, program options, cost and financing to ensure the facility provides the best solution for the City. DESMAN believes there may be a number of parking management options that could extend the need for a structure for some time into the future based on actual development needs.

DESMAN's approach to paid parking is that it provides a management tool that will allow the City to manage parking behavior to effectively use parking resources. It also creates a predictable revenue source that can be used to financially support the parking system according to the City's goals.

Subtask 1 - DESMAN will review or recommend new parking regulations, zoning code requirements and restrictions, and create a fee schedule. Development plans will be reviewed and discussed with the City/CRA relative to the Goals and Objectives to determine the most effective recommendations for operational practices and policies regarding the following issues:

- Public parking market rate study
- Development of a Fee Schedule based on a Market Study
- Management and regulation of on- and off-street parking (metered and unmetered parking policies ordinances, regulations, fines, time limits)
- Enforcement - ticket writing and fee collection procedures
- Off-street long-term (permit) parking policies (ordinances, regulations, policies, rates, fines)
- Zoning codes and regulations (including regulations for commercial parking)
- Parking permit program and paid fee schedule for City residents

EXHIBIT B - PARKING MASTER PLAN

- Enforcement of laws, regulations and codes concerning parking including adjudication
- Procedures to address security and safety of facilities (if warranted)

DESMAN will also review the connectivity of the pedestrian and vehicular system from parking areas to buildings, the beach or other destinations. Good connectivity (safety, lighting, shade, environment) can play a critical role in the success and effectiveness of a parking solution. DESMAN would evaluate pedestrian connectivity enhancements as a part of a PMP.

Other components of the parking system that will be reviewed and recommendations developed include:

- Anticipated changes in the parking system associated with paid parking in terms of demand, parking behavior and financial stability within the system
- Changes in policy and practice regarding the number and location of long-term (permits) spaces versus the number of short-term (visitor) spaces to be provided in parking facilities
- Potential for zoned parking fees reflecting supply/demand and destinations
- Guidelines for development of surface parking lots vs. structured parking
- Recommendations regarding the adequacy of transit or shuttle systems
- Vehicular access and circulation (including way-finding and mobile apps)
- Impact of technology on back office software, equipment (smart meters)
- Integration of mobile apps

Recommended changes in the parking system will be drafted and the impacts and benefits related to the following user-groups will be evaluated as appropriate:

- The business community
- The beachfront and Ocean Mall area
- Streets, roadways, intersection operations
- Meeting the needs of the Ocean Mall and Marina projects
- Aesthetic considerations
- Land value and land use
- Actual cost of parking as related to payment in lieu of parking
- Identification of future parking expansion sites
- Ease and timing of implementation of improvements
- Construction cost estimates

As part of Task 3, recommendations will be developed for Subtask A - Parking Access and Revenue Control System for the Ocean Mall Lot and Surrounding Public Area. In addition, Subtasks B, C and D includes the development of bid specifications, and management of the vendor selection, bid negotiation and installation and testing of the equipment as discussed below.

EXHIBIT B - PARKING MASTER PLAN

Subtask A – Recommendation for Parking Access and Revenue Control System (PARCS) for Beach Mall Public Lot Areas

1. The City will need to discuss the overall operational goals and objectives for the on- and off-street parking system with DESMAN so that we fully understand the necessary features and qualities associated with the preferred system. We will also work with the City to assist in identifying any potential physical impediments, obstructions or restricting circumstances that could complicate or prevent the installation of the equipment.
2. DESMAN will prepare best practices performance specifications for a smart parking meter system will be prepared by DESMAN and provided to the City for review, discussion and comment. The document will define the overall program goals and objectives, system features and capabilities, management and service to users, and the generic descriptions of the components and their intended purposes as well as any required new instructional signage.

Subtask B - Specifications and Bidding

1. DESMAN will identify pre-qualified bidders to be submitted to the City for review. At such time a comprehensive list of pre-qualified bidders is agreed upon, a request for bids will be prepared along with and a short list of equipment product lines deemed to be acceptable to DESMAN and the City.
2. DESMAN and City will host a pre-bid conference to answer questions and clarify intent regarding the equipment and operating specifications and to highlight noteworthy features and installation considerations. Typically, the pre-bid conference includes a tour of the on-street parking system where the smart meters will be installed.
3. DESMAN will respond, in writing, to requests for alternate specification requests and further clarifications (requested by prospective bidders) during and after the pre-bid conference but before bid submissions are due.
4. DESMAN will review and evaluate bids, check bidder's references and the reliability and warranties of each bidder's smart parking meters equipment, visit comparable installations identified by the bidder/manufacturer, and complete a pricing comparison. DESMAN will prepare and submit a technical memorandum summarizing the review and recommending award of the project to the highest rated bidder based on the City's purchasing requirements and criteria.

Subtask C - System Installation

The successful bidder shall be required to develop, obtain approval for and execute a comprehensive installation plan to ensure the timeliness and completeness of the installation of the smart parking meters project.

DESMAN will review the plan prior to seeking final acceptance and approval by the City. At a minimum, the comprehensive installation plan provided by the bidder should address the following:

1. Install the most recent and available versions of all hardware and software.
2. Provide a list of installation needs and pre-requisites at commencement of contract.
3. Provide an installation schedule with accurate dates.
4. Provide a list of logistical needs (i.e. street closures, temporary traffic flow changes, power supply feeds, street notifications, signage, etc.) required during the installation process.
5. Describe/agree to a work site cleanup plan, safety/security provisions/measures during/after the work process compatible with industry practices or with city requirements whichever is more stringent.

EXHIBIT B - PARKING MASTER PLAN

6. Provide accurate and detailed records of all equipment and signage to be installed and/or to be provided as inventory including model numbers, install location, serial numbers, date of installation, date of purchase, etc.
7. Identify all third party installers and/or installation service subcontractors along with their qualifications and references from previous installation jobs in recent months.
8. Attend an on-site mobilization meeting at the commencement of installation.
9. Review all proposed installation modifications and/or a punch list of issues and questions that arise during installation and work with the City to get answers and resolve pending issues.
10. Visually observe the installation of the first sets of meters on-street.
11. All other measures required by the City.

Subtask D – Testing and Acceptance

The bidder will need to work with DESMAN (and City when appropriate) to ensure the installation has been successful. The following measures will be coordinated between DESMAN and the bidder.

1. The bidder must work with and demonstrate to DESMAN that all of the meters comply with specifications upon receiving notice of completion of the installation.
2. The bidder must work with and demonstrate to DESMAN (using the central host computer) through tests that the software and reports generated by the system comply with specifications.
3. The bidder must work with and demonstrate to DESMAN the successful functionality of the central computer and associated software for an orderly shutdown in the event of power failure, including the use of battery backup, and backup and recovery systems.
4. If DESMAN determines that the bidder fails to meet any specifications or if the punch list items are not completed satisfactorily, or if testing needs to be repeated, a second and final test will be performed under this Scope of Work.

Exclusions for Subtasks A, B, C and D Scope

Electrical, civil engineering, software/IT consulting and/or passive and active security professional services that may be needed for this assignment are not included in this Scope of Work.

Time of Performance

The work effort described in Subtask A (recommendation of equipment) will be completed within 30 to 45 days upon receipt of authorization to proceed. Subtask B can be completed within six to eight weeks of notice to proceed depending on availability of City staff to meet, review, respond and/or provide necessary input. The completion of Subtask C and D have some flexibility but until we know more about the scope of the project, it is difficult to estimate. Similar installations have taken six to eight weeks depending on the time required by the City to review, approve, negotiate and execute a contract with the winning bidder. Furthermore, the schedule may be affected by the extent of any electrical and civil engineering services needed (if any) as part of the City's responsibility for providing adequate power and preparation of the site installation locations.

EXHIBIT B - PARKING MASTER PLAN

The findings of this task will be summarized and presented to the City for review in a series of technical memoranda.

TASK 4 – PMP NEEDS AND FINANCIAL ANALYSIS

If the findings of the analyses in previous tasks indicates that additional parking facilities or significant equipment or improvements having significant costs are recommended, DESMAN will incorporate those costs in a series of proformas that will model anticipated costs over time. If a parking structure is part of the recommendations, then DESMAN would propose to conduct an evaluation to determine the most feasible and sustainable parking expansion.

Feasibility recommendations and alternatives would include:

- Public parking opportunities throughout the City
- Parking solutions for specific public uses (parks, public facilities, beach)
- Site specific plans for Ocean Mall property
- Site specific plans for the Marina District
- Potential for P3 solutions

Based on our experience in neighboring communities, we would suggest that a parking solution may exist in concert with a public private partnership that has not yet surfaced. Since we are not intimately familiar with your system at this time, we propose this discussion occur with the CRA and appropriate City staff to identify or discuss potential P3 solutions.

DESMAN's approach to parking facility and structure site feasibility studies involves the analysis of alternative sites interwoven with functional and aesthetic considerations. Often preliminary design analysis must often be performed to properly assess the suitability of alternate sites. DESMAN will analyze the potential placement of a building on the site, vehicular access points, adjacent roadway capacity and on-site vehicular and pedestrian circulation opportunities and constraints. Site availability constraints considered by DESMAN include site cost, public policy and regulations, highest and best use analysis, zoning restrictions, property easements and the character of the surrounding development.

The study will also address physical constraints such as existing site development demolition, drainage and utilities, excavation needs, other geotechnical requirements, surrounding elevations, space for construction staging, traffic management during construction and a minimum site footprint for efficient functional design of the parking structure.

DESMAN believes that the evaluation of potential parking expansion site alternatives must reflect the specific needs of the City. DESMAN will assist in evaluating each site in the most objective manner possible, weighting those criteria that are most important to the City. Tasks that may be appropriate for a new parking structure include:

- Confirmation of the need to expand the parking system
- Review of existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed facility sites
- Determination of whether any existing facilities can be expanded to meet area parking needs
- Evaluation of private sector participation (such as valet or potential for P3)
- Identification of possible sites for new parking facilities

EXHIBIT B - PARKING MASTER PLAN

- Design guidelines and scenario testing including development of conceptual layouts as well as cost estimates based on local unit costs per space
- Evaluation of various alternatives on the basis of criteria
- Operations and financial modeling and recommendations

Positive and negative aspects of each alternative will be identified and a preferred alternative(s) recommended to the City for comment. Construction and other related costs estimates will be based on typical parking related costs in the area.

The information and recommendations resulting from this task will be implemented into the financial proforma analysis. This financial analysis will identify the parameters and recommended changes to the parking system necessary to maintain a financially stable system.

A critical element of the study could be to identify funding mechanisms should the construction of one or more parking structures be recommended. Typically, communities like Riviera Beach rely on General Obligation Bonds for financing parking facilities. However, depending on the City's Goals and Objectives, the City may create a Parking Enterprise Fund with the goal of eventually funding projects supported by parking system revenue.

However, in the interim, DESMAN will work with the City and CRA to identify potential financing options that at a minimum will include parking revenue and fines.

Although there is a limited history regarding parking system finances, DESMAN will want to review any available data for possible input to a pro forma baseline that will be developed in this task by DESMAN.

Forecasts of revenue, maintenance and operating costs, including the annual debt service associated with replacement or new construction and other system costs will be reviewed in the financial analysis.

These recommendations will provide the City with a methodology for their use in determining future rate changes as conditions dictate. Although DESMAN does not know the outcome at this point, it is likely that there will need to be a combination of paid parking and CRA financing to support the parking system PMP recommendations.

The study will examine these options and provide a recommendation as to the best financing option.

TASK 5 – PMP RECOMMENDATIONS

Recommendations will be prepared and discussed with the City. Typically, recommendations go through several iterations before a plan is set. Recommendations will address the analyses, findings and outcomes associated with each of the tasks listed above. This task represents all task findings in an Executive Summary format that provides a brief concise document to be shared with Stakeholders.

The PMP Recommendations will be summarized and presented to the City for review in a single technical memorandum.

TASK 6 – STAKEHOLDER INVOLVEMENT

In some communities, stakeholder involvement is a critical element to implementing changes to a parking system. This may not be the case in Riviera Beach since the parking system is still in its early phases of development. However, if a stakeholder process is desired by the City, the following are the typical milestones for releasing information and obtaining feedback:

EXHIBIT B - PARKING MASTER PLAN

1. Project initiation: an opportunity for Stakeholder input and comment at the initial stages of the project in addition to an assessment of what is working and what isn't working
2. Preliminary study findings
3. Study findings
4. Presentation to Stakeholders
5. Presentation of Recommendations to City Planning or Council

OPTIONAL TASK 1 - PEDESTRIAN NEEDS AND EVALUATIONS FOR PARKING SITES

Within Task 1:

Recognizing that the utility of even the best parking facility is limited if patrons cannot easily reach their ultimate destinations from where they park, the team will also consider performance objectives related to pedestrian facility safety, comfort, and capacity along roadways and at crossings that link parking sites to the destinations and markets they serve.

Within Task 3:

Building upon the demand and existing parking conditions data developed in Task 2 and any preliminary new parking developments identified early in Task 3, the team will perform a system wide analysis of pedestrian conditions including walkway safety and comfort measures, walkway capacity, crossing convenience, and crossing difficulty, with particular focus corridors serving high-demand destinations and existing and proposed high density parking facility sites.

Within Task 4:

If parking structure site feasibility studies are developed, they will also include more detailed evaluations of pedestrian conditions, in the vicinity of the site and which connect to the destinations it serves. For each site selected for a parking feasibility review, the team will perform a local market connectivity analysis to help quantify demand and convenience for comparison to other sites, and a site-level planning review to help maximize the pedestrian mobility from and access to the individual site.

For the local market connectivity analysis, we will analyze pedestrian flow patterns in the immediate vicinity, focusing on the destinations that are to be served by the garage and the hypothetical flow patterns that would connect the garage to the destinations. Once these flow patterns are established, the walking conditions along them, including both sidewalks and crossings, will be evaluated for how well they perform according to multiple criteria. Sidewalk environments will be analyzed for how well they provide a feeling of safety and comfort to pedestrians with respect to adjacent traffic, for their aesthetic character, for their pedestrian flow capacity, and for the degree to which they provide shelter and other protection from the elements. Crossing opportunities along these flow lines will be evaluated for their convenience to dominant paths of travel, and the ease with which pedestrians find opportunities to cross roadways between the parking site and destinations.

Once these analyses are complete, the team will also make recommendations of feasible improvements to walkways and crossings that will help ensure the success of parking sites to serve Riviera Beach's important destinations. The team has a good working relationship with FDOT, including District 4, and will be ready to closely coordinate any potential recommendations that might impact operations on any

EXHIBIT B - PARKING MASTER PLAN

State roadways so that DOT concerns are thoughtfully addressed and the probability of implementation kept high.

The team will develop detailed cost estimates of recommended walkway and crossing infrastructure recommended to serve parking sites and the destinations they serve so the city has a clear understanding of the investment necessary to provide parking that is convenient and useful to the City's residents and visitors.

OPTIONAL TASK 2 – TRAFFIC ANALYSES

The Scope of Work in this agreement is limited to a traffic analysis. No design or safety analyses are included in the scope. Information provided regarding roadway and intersection geometries is conceptual in nature and subject to final design by others.

The stipulated lump sum fees for Tasks 1 through 3 are detailed below. The tasks and supporting fees in this agreement are all interrelated. Approval of individual tasks may require adjustments of the relevant fees.

Task 4 and any necessary additional tasks will be provided, only if required and directed by the Client or agent of Client, on an hourly basis at the hourly fee rates as shown below. A budget has been established for Task 4 and will not be exceeded without notification. The above fees are based on an analysis for a single buildout phase of development.

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$275.00
Associate/Project Manager	\$200.00
Senior Engineer/Planner/Architect	\$195.00
Engineer/Planner/Architect	\$175.00
Designer	\$155.00
Draftsperson/CADD Operator	\$125.00
Technician	\$120.00
Data Collector	\$100.00
Clerical	\$ 95.00

Reimbursable direct expenses will be incurred as necessary for the successful completion of all tasks. Expenses may include delivery, printing, submittal fees, automobile usage and the like. Reimbursable direct expenses will be billed at actual costs plus 10 % administration. Traffic counts are typically provided by Palm Beach County. However, any additional traffic counting will be invoiced at \$500.00 each for a 1 person four hour manual turning movement count, \$900.00 for a 2 person four hour manual turning movement count and \$400.00 per machine per day for twenty-four hour automatic machine counts. Parking manual counts shall be performed at an hourly rate of \$75.00/hour.



PROPOSAL **ORIGINAL**

Parking Consultant Services

Solicitation No. RFP 1031-21-3

City of Riviera Beach

Office of the City Clerk
600 West Blue Heron Boulevard, Suite #140
Riviera Beach, FL 33404

RFP Opening: Thursday, June 3, 2021 at 3:00PM - EST

Submitted by:

DESMAN
Design Management

Point of Contact: Chris Luz, P.E.

100 SE 3rd Ave, 10th Floor,
Fort Lauderdale, FL 33394

954.860.8905 | cluz@desman.com | www.DESMAN.com

in association with:

SCALAR
Consulting Group Inc. /

4152 W. Blue Heron Blvd, Suite 119
Riviera Beach, FL 33404

561.429.5065 | www.scalargroupinc.com

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B

LETTER OF INTEREST

June 3, 2021

B | LETTER OF INTEREST

Ms. Glendora Williams, Buyer
Office of the City Clerk
City of Riviera Beach
600 West Blue Heron Boulevard, Suite 140
Riviera Beach, FL 33404

RE: RFP for Parking Consultant Services - Solicitation No. RFP 1031-21-3

Dear Ms. Williams,

DESMAN is pleased to furnish you with our team's qualifications for the City of Riviera Beach Parking Consultant Services RFP. We were awarded the prior contract for Parking Consulting Services, but for those on your selection panel or committee who may not be familiar with us, DESMAN is a nationally recognized firm specializing in parking planning, parking facility design, and restoration engineering, traffic and transportation improvements; and parking operations consulting services. DESMAN has been involved with more than 5,000 parking projects in its 45 plus years in business, including many oceanfront seasonal communities in Florida including similar parking consulting and on-call assignments for the City of West Palm Beach, City of Pompano Beach, City of Naples, the City of Hollywood, Town of Lauderdale-By-The-Sea, City of Miami Beach, the Miami Parking Authority, the City of St. Augustine and the Miami-Dade County Department of Regulation and Economic Resources (RER).

DESMAN has over 100 personnel including a specially selected group of licensed and professional parking planners, management and operations specialists, architects, structural engineers, and other technical support staff. For this important project, DESMAN has assembled a group of professionals that are uniquely skilled to address the specific needs and requirements of this undertaking. This includes the addition of Scalar Consulting Group Inc. (Scalar), a minority firm (DBE, SBE) located in Riviera Beach, who will provide local coordination and technical support.

Our proposal provides background about our staff's knowledge and experience with providing comprehensive parking consulting services, parking system evaluations, planning, design, procurement, and implementation of leading-edge parking technology and equipment for both on-street and off-street systems, including curb management and mobility services. DESMAN has a Fort Lauderdale office headed by Christian Luz, who will serve as the project manager for this assignment.

On behalf of DESMAN's staff of professionals, we thank you for this opportunity to submit a proposal for this project. We have thoroughly enjoyed working for the City over the past five years and hope that you find our submission to be once again worthy of your confidence and selection.

Sincerely,
DESMAN, Inc.



Christian R. Luz
Project Manager







Timothy Tracy
Executive Vice President



C

QUALIFICATIONS OF FIRM

C | QUALIFICATIONS OF FIRM

<p>45+ YEARS DELIVERING PARKING SOLUTIONS</p>	<p> Over 5,000 COMPLETED PROJECTS</p>	<p> 95% Repeat ACTIVE CLIENTS</p>	<p> Over 100 Parking PROFESSIONALS</p>	<p> 9 Offices NATIONWIDE</p>
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“At DESMAN, we love collaborating on great projects that make a difference in the communities in which we live and work.”
-Steve Rebora, President



DESMAN is a leading firm specializing in the planning, design, and restoration of cost-efficient and aesthetically pleasing parking facilities within the United States and around the world. Our firm was founded in 1973 as an abbreviation for Design Management with the vision to combine creativity with innovation and sound design principles. Since the firm's inception, DESMAN has served public, private, and institutional clients and owners throughout the U.S. and abroad and has provided planning and design services for over 5,000 parking and transportation projects. DESMAN is an employee-owned corporation with strong financial stability that currently employs a staff of over 100 personnel in 9 offices nationwide including an office in Ft. Lauderdale, FL.



Team of 100+ professionals



Ft Lauderdale, FL

INDUSTRY EXPERIENCE

The principals of the firm have an average of over 25 years of experience and are active members of numerous parking and planning-related industry organizations such as the American Institute of Certified Planners (AICP), Institute of Transportation Engineers, National Parking Association (NPA), International Parking & Mobility Institute (IPMI) and the Florida Parking & Transportation Association (FPTA).

DESMAN's Studies and Operations Consulting Group has extensive experience in conducting a wide range of studies and investigations for municipalities, universities, hospitals and medical centers, airports, developers, etc. This group, which consists of architects transportation engineers, urban planners and parking experts specialize in the following types of parking and traffic studies:

PARKING SERVICES

- Parking Consulting
- Functional Design
- Best Practices / Peer Reviews
- Market Study
- Master Planning
- Conceptual Planning
- Adaptive Reuse
- Parking Technology Audit
- Parking Supply + Demand
- Operations Consulting
- Traffic /Transportation Eng.
- Mobility
- Parking Operations
- Shared Parking
- Revenue Control Consulting
- Site Evaluation
- Financial Feasibility Analysis
- Privatization
- Green Parking Consulting (Parksmart)

GOING GREEN

Sustainability is not just a checklist; it is fundamental to good design. Making wise choices with your resources and the earth's resources are responsibilities of the entire design, construction, and operations teams.

C | QUALIFICATIONS OF FIRM | ORGANIZATION CHART



4152 W. Blue Heron Boulevard
Suite 119
Riviera Beach, FL 33404
561.429.5065
scalargroupinc.com

Scalar Consulting Group Inc. (Scalar), is a minority business firm (DBE, SBE) founded in 2011, with its corporate office located in Riviera Beach, Florida. Offices also in Tampa, Maitland, and Pensacola. Scalar is a multi-disciplined professional engineering consulting firm and provides a wide range of civil engineering design, planning, and environmental services across the state of Florida.

Scalar's staff bring decades of experience to the transportation engineering industry. Our full transportation engineering services include project development and environment (PD&E) studies, NEPA evaluations, corridor planning, complex highway design for interstate, expressways, state roads, and local streets. Scalar staff has worked on projects both large and small scale (from freeway interchange modifications to sidewalk improvement projects).

We also provide: drainage design and permitting (state and local agencies), signing and pavement markings design, signalization design, lighting design, utility coordination, roadway construction cost estimating, public involvement, and structural services as well.

Scalar Consulting is always dedicated to providing our clients with innovative solutions, maximum cost savings, efficient communication, and coordination to ensure our clients achieve their goals on time and within budget.

While new firms have entered the market in the past years and others have left or been acquired by large corporations, Scalar Consulting Group has remained a private and independent company, beholden only to our customers' best interests. We deliberately seek out only those opportunities where we can deliver results and build strong professional relationships that will last for decades to come. We genuinely love what we do, and we appreciate our clients' consideration to work with Scalar Consulting Group Inc. Nearly thirty years ago, Aniruddha Gotmare, PE, known as "Rudy", started his career as a civil engineer after graduating from the Nagpur University, in Nagpur, India.

Aniruddha (Rudy) Gotmare, PE - Founder

In 2011, through discussions with clients and prospects, Rudy began to recognize the need for more focused innovative solutions, maximum cost savings, efficient communication, and coordination to ensure clients achieved their goals on their projects. That's when he decided to start Scalar Consulting Group Inc. Today, Scalar Consulting Group Inc., provides design and project management in transportation engineering, particularly in the design of highways, interchanges, urban and rural roadways, traffic operation studies and design, and bridge planning and design.



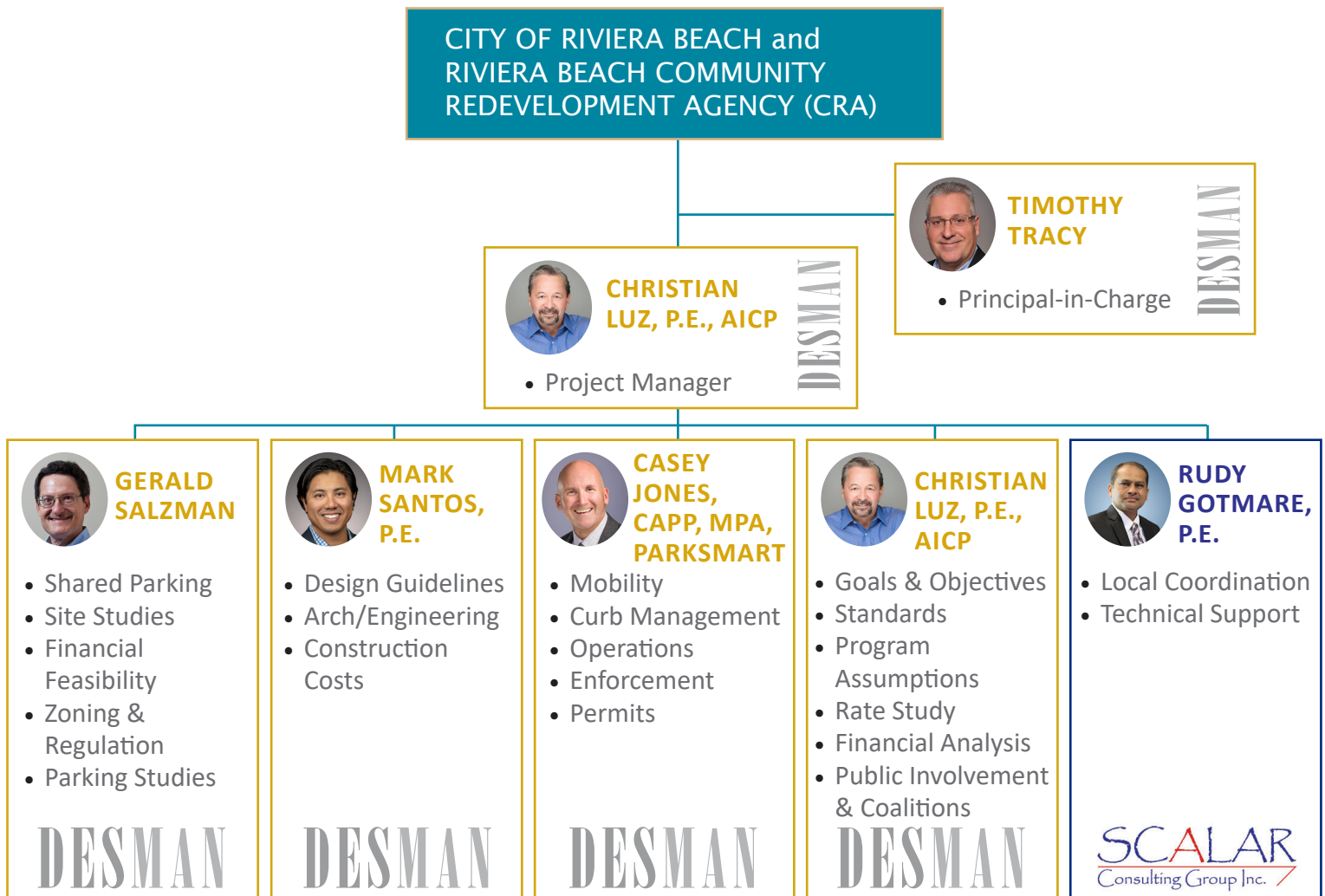
D & G

EXPERIENCE AND
QUALIFICATIONS
OF KEY PERSONNEL

ORGANIZATION
CHART

D | EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL
and G | ORGANIZATION CHART

In assembling a team to service the City of Riviera Beach, DESMAN will bring extensive experience to bear from leaders in the parking and transportation industry. We combine unparalleled first-hand operational experience with exceptional parking and transportation visioning and planning expertise to this important project. Below is an organizational chart followed by brief resumes of each of they key personnel listed below.



D | EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL



36 Years of
Experience

10 Years at
DESMAN

University of
Wisconsin

B.S., Civil
and

Environmental
Engineering

M.S., Civil
Engineering

CHRISTIAN LUZ, P.E., AICP will serve as **Project Manager** and will be the main point of contact. He is a Principal with DESMAN and leads their South Florida office. He has a BS in Civil and Environmental Engineering and a MS in Civil Engineering. Christian is also a registered Professional Engineer, a Certified Planner and a Parksmart Advisor (Green Garage Assessor) through the GBCI and USGBC. He has extensive experience in the conduct of a wide variety of planning and design studies in urban conditions involving all types of parking studies, site studies and mixed-use projects for a variety of client types. His leadership, experience and continued involvement in professional societies and research keep Christian on top of current state-of-the-art traffic and parking practices. He was also awarded the Bernard Dutch Award for outstanding contributions to the parking industry. Some of his notable project experience includes:

- City of Riviera Beach Parking Consultant On-Call
- Lauderdale-By-The-Sea Strategic Parking Plan
- City of Hollywood Parking Master Plan
- St. Augustine Transportation and Parking Study
- Naples Downtown Mobility Study
- City of Pompano Beach On-Call Services
- City of Miami Beach Collins Park Garage Prime Design Criteria Professional
- City of Miami Beach 72nd St Community Complex Prime Design Criteria Prof.
- District of the Gardens Parking Garage in Palm Beach Gardens, FL



29 Years of
Experience

19 Years at
DESMAN

NJ Institute of
Technology

B.S. Civil
Engineering

TIMOTHY TRACY, Executive Vice President, will serve as **Principal-in-Charge** and will provide oversight and guidance to the rest of the DESMAN team throughout the engagement. He has worked on both public and private sector projects for the past 14 years and has designed and managed a diversified number of projects. Through this involvement, he has developed a wide range of planning studies that include feasibility, master planning, traffic impact, parking demand and municipal parking programs. Tim has worked closely with the key personnel on numerous parking and transportation studies including working with Chris Luz on the 8 projects listed below.

- City of Riviera Beach Parking Consultant On-Call
- Lauderdale-By-The-Sea Strategic Parking Plan
- City of Hollywood Parking Master Plan
- St. Augustine Transportation and Parking Study
- Naples Downtown Mobility Study
- Miami International Airport / MDAD Employee Garage
- Lake Nona HQ Garage in Orlando, FL
- District of the Gardens Parking Garage in Palm Beach Gardens, FL
- A1 and A2 Parking Structures at Downtown Disney in Orlando, FL
- Oak Ave Parking Garage, Coconut Grove, Miami, FL

D | EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL



21 Years of
Experience

2 Years at
DESMAN

Pennsylvania
State Univ.
B.S., Civil
Engineering

MARK N. SANTOS, P.E. is a Practice Leader with DESMAN in their South Florida office. He has a B.S. in Civil Engineering, is a registered Professional Engineer in Florida and Pennsylvania, and is a Parksmart Advisor (Green Garage Assessor) through the GBCI and USGBC. He has more than 21 years of experience in the planning, functional design, operational consulting and rehabilitation of parking facilities. Mark specializes in both public and private-sector projects with an emphasis on complex mixed-use projects in the entertainment, transit, retail and healthcare markets. Mark has been the design leaders for award winning projects and served on the board of the Florida Parking & Transportation Association between 2010-2020, most recently serving as Past President. Some of his notable project experience includes:

- **District of the Gardens** - parking consulting and structural engineer of record, which is part of a redevelopment project to provide adequate parking for additional developments including a residential tower and hotel.
- **City of Miami Beach Collins Park Parking Garage** - retained by the City as the prime design criteria professional for the completed 7-level, 525-space garage.
- **City of Miami Beach 72nd Street Community Complex** - retained by the City as the prime design criteria professional for a new mixed-use complex including a 500 space garage, community center, library, fitness center, two swimming pools and 60,000 sf of active green space.



30 Years of
Experience

19 Years at
DESMAN

NJ Institute of
Technology
Newark, NJ
B.S., Civil
Engineering

GERALD SALZMAN, AICP is a Senior Parking Planner with DESMAN for almost 20 years. He has been conducting parking studies, shared parking, site studies, financial feasibility and zoning and regulation at consulting firms for 30 years and will bring that expertise to the City. Jerry is a recognized expert on financing parking projects and has assisted numerous parking authorities and cities on matters of municipal fiscal policy and financial feasibility. He brings vast experience in planning effective traffic and parking systems for cities, suburbs, industrial corridors, mixed-use developments, hospitals, colleges and universities across the country. He has successfully negotiated access, circulation, Travel Demand Management and parking plans for projects in large cities, small towns and major metropolitan suburbs, providing plans that meet the development's need for access and parking while protecting residential streets. Jerry has worked the following Florida parking projects with Christian Luz and Timothy Tracy:

- City of Riviera Beach Parking Consultant On-Call
- City of Hollywood Parking Master Plan
- Naples Downtown Mobility Study

D | EXPERIENCE AND QUALIFICATIONS OF KEY PERSONNEL



24 Years of
Experience

1.5 Years at
DESMAN

Eastern
Washington
University
Master of Public
Administration

University
of Baltimore
Bachelor of
Political Science

CASEY JONES, CAPP, PARKSMART, MPA is a Senior Parking & Mobility with DESMAN and a recognized transportation and parking industry leader with over 24 years industry experience overseeing parking and transportation programs. He's spent the past ten years providing consulting and project management services to universities, cities and hospitals, focusing on improving customer satisfaction, operational effectiveness and financial performance. Jones is past chairman of the board for the International & Mobility Institute (IPMI), the world's largest trade association for parking professionals. He is also a Certified Planner and a Parksmart Advisor (Green Garage Assessor) through the GBCI and USGBC.

The following is a partial listing of Casey's municipal consulting projects:

- Chamblee, GA Downtown Parking Study
- City of Manitou Springs, CO Downtown Parking Program Implementation Plan and Paid Parking Study
- Philadelphia Parking Authority - RFP Development and Technical Consulting
- Pittston Parking Authority - PA Downtown Parking Study
- City of Fort Wayne, IN Downtown Parking Plan
- Downtown Parking Strategic Plan in Great Falls, MT
- City of Arvada, CO Mobility and Parking Framework Study



31 Years of
Experience

10 Years at
Scalar

Concordia
University
Montreal,
Canada
MS Civil
Engineering

Nagpur Univ
Nagpur, India
BS Civil
Engineering

ANIRUDDHA (RUDY) GOTMARE, P.E. is a Principal at **Scalar** located in Riviera Beach and will be providing **local coordination and technical support** on this assignment. He has over 31 years of design and project management experience in transportation engineering, particularly in the design of highways, interchanges, urban and rural roadways, traffic operations studies and design, and bridge planning and design. Rudy has been responsible for Project Development and Environment PD&E Studies, preliminary design and final design elements for new roadway systems and improvements of existing roadways. He is an active member in the Florida Engineering Society, FICE Transportation Committee, American Society of Civil Engineers and a Board Member of the American Society of Highway Engineers - Gold Coast Chapter. Some of Rudy's experience includes:

- Palm Beach County Roadway Production | Florida Mango Road
- Palm Beach County Roadway Production | Prosperity Farms Road Bridge Replacement
- FDOT District 4 | Sheridan Street SR822
- FDOT District 4 | SR 736 (Davie Boulevard)



E

UNDERSTANDING AND APPROACH

E | UNDERSTANDING AND APPROACH TO THE PROJECT

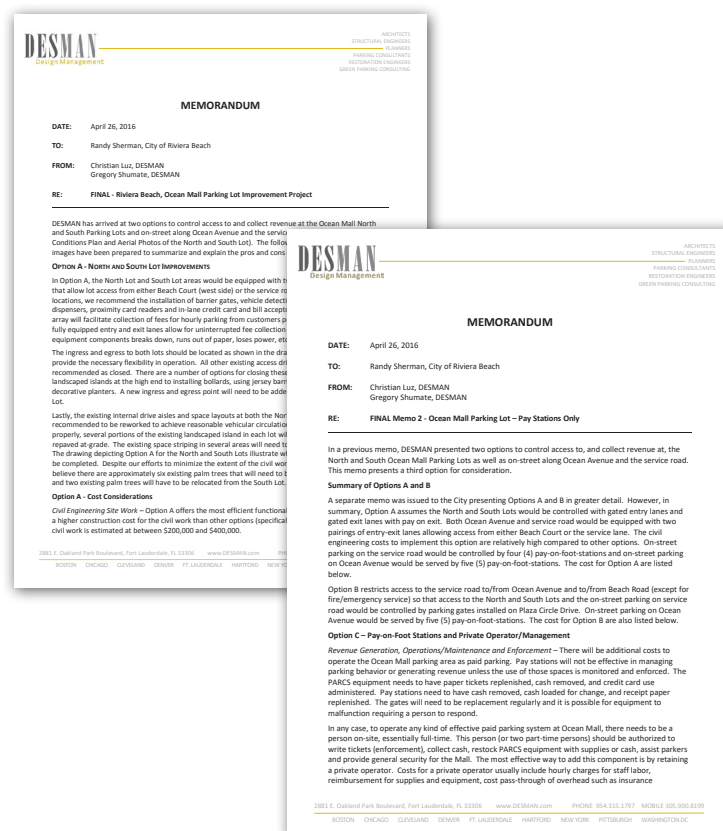
DESMAN was retained by the City of Riviera Beach (City) in April 2017 to provide miscellaneous parking consulting services identical to the list of tasks provided in the current RFP. However, since the assignment will be to provide “as-needed parking consulting services,” the specific scope of the assignment has not been predetermined. Consequently, we are presenting our approach and qualifications for selection by discussing the services we have provided to the City over the past five years. In Section F, page 13, we have provided a table of Similar Project Experience listing the specific tasks in the City’s RFP that we have provided to a select group of our clients. The first column of the table lists the specific parking consulting services and tasks DESMAN has provided to the City of Riviera Beach under the previous as-needed services contract.

The parking services provided by DESMAN were documented in a series of technical memoranda as the work was completed. Those memoranda are listed below chronologically, followed by a summary of the services provided. In addition, there are references to the Similar Project Experience table identifying the specific service that correlates with the tasks requested in the RFP.

- **Final Memo 1 – Ocean Mall Parking Lot Improvement Project; and**
- **Final Memo 2 – Ocean Mall Parking Lot Improvement Project – Pay Stations Only**

Following the execution of a contract between the City and DESMAN, there was some immediate pressure on the City to develop a paid parking solution for the Ocean Mall site. The City requested DESMAN conduct a new analysis to identify options and solutions. DESMAN reviewed several parking studies (prepared by others) for the site that required revisions and an update to the analysis and recommendations. As part

of our task described in Final Memo 1, DESMAN was asked to develop options for paid parking including controlling the north and south parking areas as one lot with gate-controlled access or controlling the north and south lots separately. Both options would require gate-controlled access and a cashier or pay-in-lane option. In addition, the parking spaces located on the ocean side of the building would require pay-by-space control. DESMAN also prepared cost estimates for modifying landscaped areas, access modifications, and revenue control equipment. One of the ongoing costs that was a concern was enforcement and ensuring the equipment was always in working order. DESMAN recommended a third option for consideration which was controlling all of the parking through the use of either pay-by-space or pay stations combined with pay-by-phone integrated with a smartphone application. This option is described in Final Memo 2 and



E | UNDERSTANDING AND APPROACH TO THE PROJECT

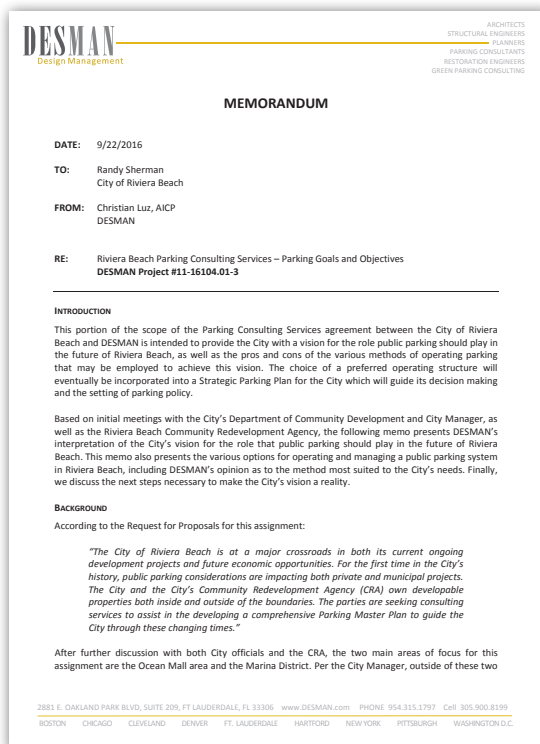
contrasts the low capital cost involved with the pay-by-phone feature compared to site work required to control the surface parking lots. There would still be an initial cost for pay stations although fewer stations would be needed. Enforcement remains an issue but can be minimized through a combination of technology and periodic site visits by enforcement personnel. Over the next year or so, DESMAN updated or revised the memo related to parking needs based on what the anticipated buildout might be for the Ocean Mall site.

Parking tasks 5, 7, 9, 10, 11, 13, 15, 16, 17, 18, 19, 20 and 21.

• Parking Goals and Objectives

In the fall of 2016, DESMAN was asked to prepare a City-wide Parking Master Plan that would establish the need for an organized public parking system. DESMAN recommended that before preparing a master plan,

that goals and objectives for the parking system should be identified that would, in turn, result in defining the scope for the master plan. Consequently, DESMAN met with stakeholders and helped the City create a Vision Statement of purpose. The purpose for establishing a system of public parking in the City of Riviera Beach should be, at least initially, to help continue the existing momentum of economic development in the City, while also ensuring that residents of Riviera Beach are not overburdened financially and, ideally, that the parking system is supported by the users of the system. Creating a logical, organized, modern, and targeted public parking system will allow the City to realize a sustainable new revenue source that can then be leveraged to help finance, maintain and operate the additional parking infrastructure essential to the success of more large-scale development and redevelopment. In addition, the City should seek strategic partnerships with certain employers in the Marina District, as well as the Port of Palm Beach and, potentially, developers, to evaluate alternative means of



financing parking infrastructure while the City's parking program reaches financial maturity.

A technical memorandum was prepared to identify operating strategies such as city-operated and a managed parking system (outside parking operator), the revenue and profit policies such as self-sustaining or subsidized, and discussed mechanism for funding parking improvements including general obligation bonds, parking revenue bonds, and Public/Private/Partnerships (P3).

Parking tasks 1, 2, 3, 4, 5, 6, 8, 9, 10, 13, 14 and 15.

E | UNDERSTANDING AND APPROACH TO THE PROJECT

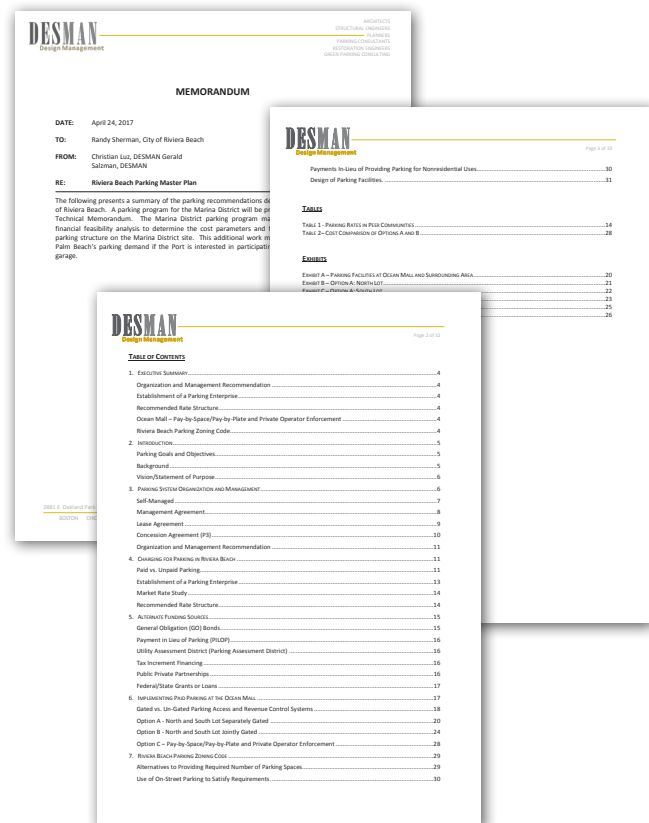
• City-wide Parking Master Plan

In April 2017 DESMAN submitted a comprehensive City-wide Parking Master Plan to the City that addressed the City's Goals and Objectives that included the following chapters:

- Parking System Organization and Management
- Charging for Parking in Riviera Beach
- Alternative Funding Sources
- Implementing Paid Parking at Ocean Mall
- Riviera Beach Zoning Code and Parking

The Master Plan document was comprehensive and provided a framework for implementing a paid parking system in the City of Riviera Beach. As part of the second chapter, the results of a market rate study were presented along with a rate recommendation for the City of Riviera Beach.

Parking tasks 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21.



• May 2018 Parking Ordinance Review

Although an initial code review was done by DESMAN previously, a more formalized review of the City's zoning code was conducted along with recommendations that cover every aspect of the code related to parking requirements.

Parking tasks 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21.

• September 2018 Marina District Shared Parking-Use Parking and Revenue Analysis

The City was actively pursuing the RFP process to select a developer for completion of the Marina District to compliment Newcomb Hall (the Event Center), revamped Bicentennial Park, expansion and reconstruction of the boat slips at the Marina, several surface parking lots were constructed, and a significant amount of meeting space, as well as space for several restaurants, had been constructed.

E | UNDERSTANDING AND APPROACH TO THE PROJECT

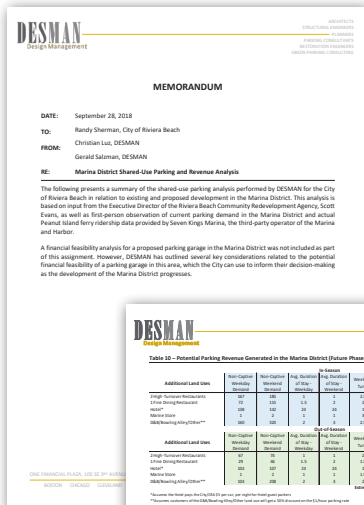


Table 10 - Potential Parking Revenue Generated in the Marina District (Future Phase Development)

Additional Land Use	Net Capital Required	Net Operating Revenue	Net Annual Revenue	Net Annual Revenue	Net Annual Revenue	Net Annual Revenue	Net Annual Revenue	Net Annual Revenue	Net Annual Revenue
Office Building (100,000 sq ft)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Hotel (100 rooms)	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Residential (100 units)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Office Building (100,000 sq ft)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Hotel (100 rooms)	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Residential (100 units)	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000

As shown in the table, based on the noted assumptions, the anticipated future phase of development in the Marina District will generate approximately \$67,000 in parking revenue annually. Combine this with the revenue-generating potential of the existing development and the Marina District has the potential to generate approximately \$1,000,000 in parking revenue annually. However, due to the identified peak parking deficit that is expected to occur once the additional development has been completed, in order to generate this level of parking revenue, it will be necessary to build additional parking supply.

Comparing the projected parking demand with the existing supply of parking spaces revealed a potential parking shortfall of 146 spaces at peak use. By making a few base assumptions about the cost to construct and operate a garage of this size, we can get a sense of the overall financial impact parking in the Marina District could have on the City. The following assumptions have been made related to construction and operating costs of a structured parking facility in the Marina District:

- Hard and soft construction costs would total approximately \$20,000 per space for a total construction cost of \$29,400,000, assuming a 50% 20-year term, debt service payments on this amount would be approximately \$1,050,000 annually.
- Operating expenses for the garage would be approximately \$60,000 per year or \$305,700 annually; this is assumed to include the cost to operate the surface lots as well.
- An additional \$200,000 per year should be set aside for future capital repairs and maintenance or \$74,000 annually.

Based on the above assumptions, a 746-space parking garage in the Marina District would cost approximately \$2,462,000 a year to build and operate. Taken as a whole, based on the assumptions in this analysis, parking in the Marina District would cost approximately \$2,462,000 annually.

To determine the potential future impact that additional development will have on parking in the Marina District, it is necessary to develop a shared-use parking demand model. This type of analysis takes into account the various land uses that comprise a development, determines the anticipated parking demand generated by each land use, then adjusts the demand forecast based on synergies among the various uses. The result is a model which projects the anticipated parking demand generated by an entire development, adjusting for time of day and seasonal demand variations among the different land uses. Using this model, it is then possible to determine the level of peak parking demand expected to be generated by the development and at what time of year and time of day that peak is expected to occur. The number of parking spaces needed to accommodate the peak demand can then be determined, as well.

A strategy for implementing paid parking in the Marina District was also presented along with a recommended size of the garage and an analysis of potential revenue generation, capital (debt service), and operating costs.

Parking tasks 4, 5, 7, 12, 13, 16, 17, 19, 20 and 21.

• October 2018 Presentation to City Commission

DESMAN was asked to present the findings and recommendations for the Ocean Mall and Marina Districts and the City-wide Parking Study.

Parking tasks 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21.

• March 2019 Ocean Mall Redevelopment Public/Private Partnership

The City of Riviera Beach issued an RFP for the Acquisition of CRA Property for the Purpose of Providing Public Parking and Redevelopment (RFP NO. 2019-01). The City requested DESMAN to participate on the selection committee to recommend a P3 developer to City Commission. An evaluation matrix was used by the selection committee to develop consensus and a recommendation.

Parking tasks 20 and 21.

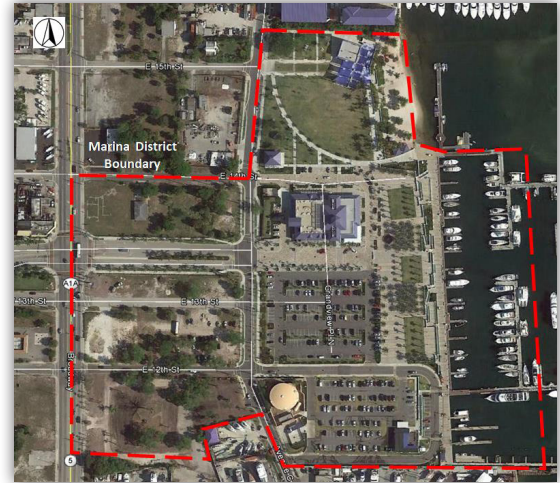


E | UNDERSTANDING AND APPROACH TO THE PROJECT

- **2021 Marina District Shared-Use Parking and Revenue Analysis**

DESMAN was asked to develop an update to the 2018 Marina District Shared-Use Parking and Revenue Analysis based on the development program proposed by the P3 developer selected by the City. DESMAN has been in conversations with the developer to determine the building program so that estimates of the shared-use parking demand can be updated. As of June 3rd, a draft memorandum has been submitted to the City for review and discussion.

Parking tasks 5, 7, 12, 13, 14, 16, 17, 19, 20 and 21.



Summary

The documents listed above represent select analyses and studies that have been conducted over the past five years. Many of the studies required iterative analyses to develop the most effective and efficient recommendations. We trust the examples listed above fully illustrate the quality, breadth, and scope of parking consulting that DESMAN provides the City.

We truly enjoy our working relationship with the City and feel confident we have provided value with every assignment. We also believe that both DESMAN and the City of Riviera Beach share a common understanding of the importance parking plays in supporting and igniting economic development and look forward to our future relationship.



F

FIVE SIMILAR PROJECTS + TWO MARKET RATE STUDIES

F | FIVE SIMILAR PROJECTS + TWO MARKET RATES STUDIES

Similar Project Experience The following table illustrates DESMAN's experience in the conduct of parking studies similar to Riviera Beach. The first column of the table lists the various tasks included in the City's RFP. The nine public agencies listed at the top of the table list select clients and studies where DESMAN has provided specific tasks, indicated by an X, to those listed in the RFP. Several of the projects included in the table are discussed below in detail followed by parking and market-rate study excerpts from the Naples Downtown Mobility Study and the St. Augustine Transportation and Mobility Study.

<p>The following are work task from the RFQ. The work tasks have been numbered by DESMAN for ease of reference.</p> <p>It is our understanding that the City intends to enter into a contract with a parking consultant to assist the City with, but not limited to the following:</p>		City of Riviera Beach	Town of Lauderdale-By-The-Sea	City of Pompano Beach	City of West Palm Beach	City of Naples	City of St. Augustine	City of Hollywood	MiamiDade Expressway Authority	Miami-Dade County RER
1	Parking program goals and objectives	X	X	X	X	X	X	X		X
2	Parking program policies and procedures	X	X	X	X	X	X	X		X
3	Parking standards and performance criteria	X	X	X	X	X	X	X		X
4	Public parking opportunities throughout the City	X	X	X	X	X	X	X	X	X
5	Parking solutions for specific public uses (parks, public facilities, beach)	X	X	X	X	X	X	X	X	X
6	Identified zoning requirements	X	X	X	X	X	X	X	X	X
7	Review of existing studies where applicable	X	X	X	X	X	X	X	X	X
8	Regulations for commercial parking	X	X	X	X	X	X	X	X	X
9	Management and regulation of on-street parking	X	X	X	X	X	X	X		X
10	Enforcement of laws, regulations and codes concerning	X	X	X	X	X	X	X		X
11	Site specific plans for Ocean Mall property	X								
12	Site specific plans for the Marina District	X								
13	Program and operation assumptions	X	X	X	X	X	X	X	X	
14	Municipal parking facility fee study	X	X	X	X	X	X	X	X	
15	Parking permit program for City residents	X	X	X	X	X	X	X		
16	Occupancy study	X	X	X	X	X	X	X		
17	Parking demand and trip generation model, if applicable	X	X	X	X			X	X	
18	Design guidelines and scenario testing	X	X	X	X	X	X	X	X	X
19	Operations and financial modelling and recommendations	X	X	X	X	X	X	X	X	
20	Feasibility recommendations and alternatives	X	X	X	X	X	X	X	X	
21	Development of coalitions and partnerships with business community organizations and major stakeholders, specifically identifying opportunities for long-term parking leasing	X	X		X			X		

F | FIVE SIMILAR PROJECTS + TWO MARKET RATES STUDIES

LAUDERDALE-BY-THE-SEA PARKING STRATEGIC PLAN

The Town of Lauderdale-By-The-Sea is a coastal community of 6,135 year-round residents, and a winter seasonal population of twice that amount. All public parking facilities and the Town's commercial district are located in the southern portion of the Town, which is the residential and commercial district. The Town's economy is based on tourism and its seaside location. The prime demand for parking east of Seagrape Drive comes from day visitors who come to use the Town beach, patrons of the vibrant restaurant scene in Town, and people who enjoy the weekend outdoor entertainment that is offered by several restaurants. West of Seagrape Drive the parking demand is generated by employees of the businesses along the west Commercial Boulevard corridor, retail shops, and restaurant patrons, a variety of medical and service businesses located in that area.



DESMAN is currently in negotiations with the Town for Additional Services regarding automated parking guidance systems and smart phone applications.

CITY OF POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY Parking Enterprise Fund / Financing Mixed-Use Parking Studies

DESMAN assisted the Pompano Beach CRA to plan and implement a new parking enterprise fund to finance a series of parking garages that support the CRA's Master Plan. The team, led by DESMAN, focused on completing the financial aspects of the enterprise funding and specific project funding as well as determining the functional design and mixed-use opportunities related to programming three of the proposed garages.



All three garages will include mixed-use elements similar to that of the completed Pier Garage. The team evaluated numerous sites, including the west CRA area, adjacent to City Hall across a street from the Public Library and Performing Arts Center, several sites along Highway A1A in the East CRA near the beach where the mixed-use Pier Garage was ultimately constructed. The 3rd site is still under consideration, but will likely include about 300 spaces and approximately 10,000 square feet of commercial use.



The City once again retained DESMAN in February 2021 to conduct a comprehensive assessment of the Pier Garage. The garage displayed signs of corrosion and deterioration based on its proximity to the ocean. DESMAN is in the process of submitting a final condition assessment report which includes prioritized repair recommendations and an opinion of probable costs.

F | FIVE SIMILAR PROJECTS + TWO MARKET RATES STUDIES

DOWNTOWN ST. AUGUSTINE MOBILITY STUDY

DESMAN was retained to develop a Parking Plan and financial analysis of recommendations for the City of St. Augustine parking system as part of the Downtown St. Augustine Mobility Plan. S&ME was responsible for the transportation planning element of the Plan.



Initially, a series of parking/management best practices were developed as part of Phase 1 of the Mobility Study. The Phase 1 analysis also included parking inventory and occupancy counts to capture the parking demand related to significant events like the 4th of July weekend. The study goal was to develop a Parking Plan that could be vetted by the community and stakeholders. One of the overarching goals of the Mobility Plan was to reduce vehicle trips and parking demand Downtown to create a more pedestrian-friendly, less congested, and safer community.

Parking management strategies were identified that support improved mobility and complement a coordinated system of transportation options for the City. Recommendations were developed for the Mobility Plan that reflects feedback from the community, financial needs, as well as economic development and transportation goals. Similar to Riviera Beach, St. Augustine is a beachside tourist community that hosts millions of visitors each year. Due to this influx of visitors during weekends and events there tends to be much greater demand for parking during these periods. The recommendations provided in the study report describe a parking strategy unique to each of the three main users: visitors, employees, and residents for weekdays and weekends.

General Obligation Bonds	Municipality issues bonds which are paid back through the general fund	Bonds issued to construct parking facilities for the public are typically tax-exempt, and have a lower interest rate	Since these bonds are funded by the general fund, it would come out of public taxes, including those who do not use the garage
Revenue Bonds	Municipality issues bonds which are paid back through a specific pool of money	In addition to being tax exempt and having a lower interest rate, there is a guaranteed source of money designated to pay back the bond	The municipality needs to show there is stable demand; risk not being able to pay it off if the projected revenue is not generated
Tax Increment Financing (TIF)	TIF funds capture the increased property value generated by improvements made in a specified area. The increased property value is used to create a pool of money which can be used for local improvements, such as parking	Serves as a reliable source of revenue to support the cost of constructing and/or improving parking facilities	TIF is dependent on strong economic conditions-the city may not be able to pay off the expected debt issued if the property values do fail to increase
Parking Benefits Districts	The municipality returns all or some of its parking revenue raised from parking meters or taxes to the district, in the form of additional parking facilities or beautification projects	The users are paying for additional parking supply. By tying increased parking rates to visible improvements in the community, the general public's acceptance of increased rates is improved	Can be complex to set up. Require businesses, developers, land owners, residents, and city officials to work together to agree on appropriate projects
Business Improvement Districts (BID) / Special Service Areas (SSA)	Levy a tax on commercial properties and business within a defined area. Additional funds are used to construct or improve public parking facilities	Can serve as a means to more quickly receive funding for parking projects; does not charge one-time visitors or infrequent parkers	Requires "buy in" from businesses, which can be seen with resistance
Parking Authorities/Utilities	The municipality chooses to create a separate government entity to provide and operate the communities parking system.	Functions as a self-supporting entity that is responsible for all aspects of public parking, with the ability to issue their own debt, budget, and governing body. This independence from municipal government insulates them from political influences.	If not already included in city code, their creation requires enabling legislation at the state level.
Parking Enterprise Fund	This fund is self-sustaining and separate from the general fund. Revenue streams can include monthly leases, permit sales, violation revenues, etc. Administration is still within the local government.	Allows parking construction, improvements, and enhancements to be paid for outside of the general fund.	Does not have the capacity to issue bonds on its own
Public-Private Partnerships	When a government entity sells (or leases) a portion of its parking system to a private entity. Several different types (Long-term Leases, Concession Agreement, Design-Build, Design-Build-Operate-Manage, etc.)	Reduces the public sectors direct debt burden when constructing parking facilities while allowing them to complete a project more quickly and affordably	Public entity has to give up control, and a portion of its revenue stream. Contracts and negotiations can be complex and time consuming.

F | FIVE SIMILAR PROJECTS + TWO MARKET RATES STUDIES

CITY OF NAPLES DOWNTOWN MOBILITY STUDY

DESMAN was retained to develop a Parking Plan and financial analysis of recommendations for the City of Naples parking system as part of the Downtown Naples Mobility Study. VHB was responsible for the transportation planning and overall Mobility Plan.

A benchmarking analysis of current parking rates and parking management practices was conducted of cities that were identified as comparable to Naples. The results of this analysis were intended to guide Naples in the development of a parking management strategy for its on- and off-street parking system. The results of the analysis revealed that, in general, the area contains adequate public parking inventory to satisfy the peak demand conditions during the offseason, but that there is a marked parking shortfall during the peak tourist season. Similar to Riviera Beach, during the peak season parking demand generated by the retail, restaurants, and nightlife consumes all or nearly all of the available public parking spaces downtown. This situation contributes to significant numbers of vehicles cruising the streets for available spaces, creating high levels of traffic congestion throughout the area and loss of potential customers and visitors.



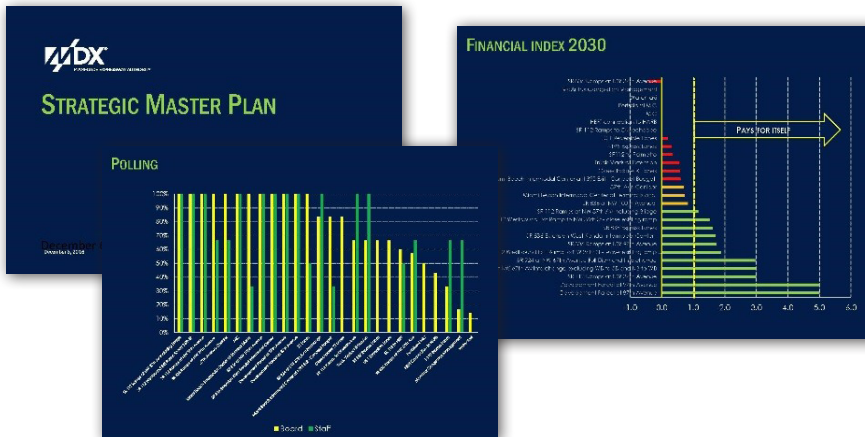
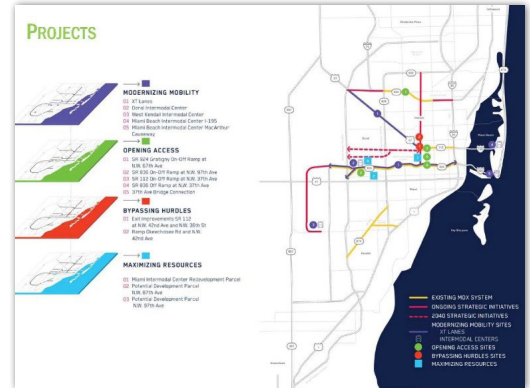
An important aspect of the parking study was to evaluate the potential to convert from a “free” parking system to a paid parking system. DESMAN recommended that a system of on-street paid parking be introduced into this area of the City. Not only will paid parking create a source of revenue that can be leveraged to support future development, but it will also help ensure that the existing parking supply can be managed effectively to accommodate the varying needs of the many different parking user groups coming to downtown Naples. It was further recommended that free parking still be offered in the City’s parking garages and surface parking lots, to provide employees and visitors with a “free” parking option and to encourage longer-term parkers to park in spaces that are not on-street.



F | FIVE SIMILAR PROJECTS + TWO MARKET RATES STUDIES

MIAMI DADE EXPRESSWAY AUTHORITY INTERMODAL CENTERS

DESMAN was retained to prepare the parking element for the Miami Dade Expressway (MDX) Strategic Master Plan (SMP). The initial work program was comprised of preparing site and financial feasibility studies for five park & ride mixed-use intermodal centers located adjacent to MDX facilities. The preliminary design and evaluation of the park & ride intermodal facilities include analyses of direct off-ramps, and use of speed ramps to provide high capacity solutions. All five sites are physically constrained and solutions require creative approaches to handling parkers.



Based on MDX data, DESMAN developed parking demands for centers in each location. Revenue generation was based on a rate schedule proposed by DESMAN representing comparable rates in each area and service levels provided in each center.

MIAMI-DADE COUNTY DEPARTMENT OF REGULATION AND ENVIRONMENTAL RESOURCES

DESMAN was retained by the Miami Dade County Development Services Division, Department of Regulatory and Economic Resources to review and recommend updates to the current parking regulations concerning parking ratios, implementation and application of shared parking, and current administrative practices and procedures for review of development parking at the applicant permit stage.

As part of the study, DESMAN was charged with developing recommendations to update the County's somewhat outdated parking land use codes for all land use types throughout the County including highly urbanized areas as well as less intensely developed areas. DESMAN recommended some reorganization of the land use types including expansion and refinement to the current land use categories. The results of the study will have wide-ranging impacts on development in the county.

Miami - Dade County, Florida, Code of Ordinances >> PART III - CODE OF ORDINANCES >> Chapter 33
- ZONING >> ARTICLE VII. - OFF-STREET PARKING >>

ARTICLE VII. - OFF-STREET PARKING

- [Sec. 33-122. - Required: definitions of parking space.](#)
- [Sec. 33-122.1. - Exceptions from parking lot configuration.](#)
- [Sec. 33-122.2. - Parking spaces for persons transporting young children and strollers.](#)
- [Sec. 33-122.3. - Requirement of bicycle racks or other means of storage.](#)
- [Sec. 33-122.4. - Reserved.](#)
- [Sec. 33-123. - Approval of plan before issuance of permits.](#)
- [Sec. 33-124. - Standards.](#)
- [Sec. 33-124.1. - Parking of commercial vehicles in residential or agricultural zones.](#)
- [Sec. 33-125. - Parking area on application for building permit.](#)
- [Sec. 33-126. - Surface of parking areas.](#)
- [Sec. 33-127. - Districts where parking areas permitted between setback line and right-of-way.](#)
- [Sec. 33-128. - Location on same lot as use, exceptions.](#)
- [Sec. 33-129. - Application of provisions to change of uses.](#)
- [Sec. 33-130. - Between business structure and public park.](#)
- [Sec. 33-131. - Using parking areas for commercial parking lot.](#)
- [Sec. 33-132. - Marking parking spaces; backing out into street; improvement of frontage.](#)

Sec. 33-122. - Required; definitions of parking space.

Permanently maintained off-street parking for vehicles shall be provided in connection with any building or premises used or designed to be used for the purposes set forth in this article. Parking spaces on private roadways shall not be credited towards required parking. For the purpose of this article, each parking space shall be a minimum of eight and one-half (8.5) by eighteen (18) feet with the following exceptions:

- (1) Where parking spaces for the handicapped are to be provided, they shall be a minimum of eighteen (18) feet long and the width and quality shall be in accordance with the South Florida Building Code.

Parking stall and aisle dimensions shall conform to the charts entitled "Minimum Parking Stall Dimension" and "Striping Detail" hereby incorporated as part of this section.

F | FIVE SIMILAR PROJECTS + TWO MARKET RATES STUDIES

Market Rate Studies

DESMAN has conducted hundreds of parking studies nationally over the past decade, many of them incorporating market rate studies. Within the past seven years, the Fort Lauderdale office of DESMAN has conducted at least six market-rate studies including for the cities of Pompano Beach, Hollywood, Lauderdale-By-The-Sea, West Palm Beach, Naples, St. Augustine, and most notably, the City of Riviera Beach. The Lauderdale-By-The-Sea Parking Strategic Plan and the City of Hollywood Parking Master Plan reports were submitted as examples in our 2016 response to the City of Riviera Beach Parking Consultant RFP.

The appendix to this submittal includes the parking and market-rate study excerpts from the **Naples Downtown Mobility Study** and the **St. Augustine Transportation and Mobility Study**. DESMAN served as a specialty parking subconsultant to VHB and SM&E, respectively, on these two mobility studies.





H

REFERENCES

H | REFERENCES

DESMAN has built its reputation upon a foundation of successfully completed projects. More than 75% of our business is with repeat clients or referrals. We encourage you to contact our references listed below.

CITY OF MIAMI BEACH

Ariel Guitian
Senior Capital Improvement Coordinator
1701 Meridian Avenue, 3rd Floor
Miami Beach, FL 33139
305.673.7071
ArielGuitian@miamibeachfl.gov

LAUDERDALE-BY-THE-SEA

Neysa Herrera
Assistant to the City Manager
4501 North Ocean Drive
Lauderdale-By-The-Sea
954.640.4212
neysah@lbts-fl.gov
Project details summarized on page 14

CITY OF HOLLYWOOD

Hal King
Parking Administrator
2600 Hollywood Boulevard
West Side Annex Building
Hollywood, FL 33020
954.921.3535
HKING@hollywoodfl.org

S&ME (prime consultant for St. Augustine Transportation and Parking Study)

George M. Kramer
Director of Planning
1615 Edgewater Drive, Suite 200
Orlando, FL 32804
407.975.1273
gkramer@smeinc.com
Project details summarized on page 15

VHB (prime consultant for Downtown Naples Mobility Study)

Brent Lacy
Transportation Lead
501 East Kennedy Boulevard, Suite 1010
Tampa, FL 33602
941.256.7185
blacy@vhb.com
Project details summarized on page 16

CITY OF POMPANO BEACH

Horacio Danovich
City of Pompano Beach
GO Bond and Innovation District Director
100 West Atlantic Boulevard, Room 276
Pompano Beach, Florida 33060
954.786.7834
Horacio.Danovich@copbfl.com
Project details summarized on page 14



I

PRINCIPAL OFFICE LOCATION AND LOCAL PARTICIPATION

I | PRINCIPAL OFFICE LOCATION AND LOCAL PARTICIPATION

DESMAN's Fort Lauderdale office will be the primary office serving the City. Chris Luz will serve as Project Manager and the City's main point of contact.

DESMAN
Design Management
100 SE Third Ave
10th Floor
Fort Lauderdale, FL 33394
Chris Luz - Project Manager
954.526.6464 | desman.com
cluz@desman.com



Scalar's Riviera Beach office will serve as Local Coordination and Technical Support. Scalar is also a minority business firm (DBE, SBE).

SCALAR
Consulting Group Inc.
Scalar
4152 W Blue Heron Blvd
Suite 119
Riviera Beach, FL 33404
Rudy Gotmare - Technical Support
561.429.5065 | scalargroupinc.com
agotmare@scalarinc.net





REQUIRED FORMS

J | REQUIRED FORMS

DESMAN is a certified as a Minority Business Enterprise (MBE) by many states, municipalities and other government and public agencies including the National Minority Supplier Development Council NMSDC (NY1922). DESMAN also actively solicits minority groups for employment as is evidenced by our Affirmative Action Program. In fact, 53% of our employees are minorities at the present time. DESMAN's NMSDC certificate is provided below.



Per the National Council's new policies, our certification from our Parent Council serves as evidence of National Reciprocal Certification. This includes the entire State of Florida.

Should you require further information or verification on the new policies, please contact:

Ms. Dora Reddick
NY/NJ Minority Supplier Development Council
65 West 36th Street, Suite 702
New York, NY 10018
212.502.5663 DReddick@nynjmsdc.org
www.nynjmsdc.org

DESMAN has teamed with Scalar Consulting Group Inc. (Scalar), a minority business firm (DBE, SBE) founded in 2011, with its corporate office located in Riviera Beach, Florida. Scalar is a multi-disciplined professional engineering consulting firm and provides a wide range of civil engineering design, planning, and environmental services across the state of Florida. **DESMAN is committed to providing in excess of 15 percent of the work awarded under this contract to Scalar.** Scalar's State of Florida Minority Business Certification is provided below.



STANDARD FORMS ATTACHMENT A

In addition to the proposal, the forms listed below and attached are to be completed and submitted with your proposal.

- 1) Addendum Page
- 2) Proposer's Certification
- 3) Conflict of Interest Disclosure Form
- 4) Drug Free Workplace
- 5) Public Entity Crimes Statement

NOTE: Please ensure that all of these documents are completed and submitted with your proposal in accordance. Failure to do so may result in your proposal not being considered for award.

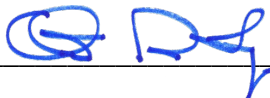
SIGNATURE of AUTHORIZED REPRESENTATIVE

This signature page must be completed and included with the submittal.

By signing below, the undersigned acknowledges they are an expressly authorized agent of the Company/firm listed below.

Date: June 1, 2021

Full Legal Name of Company: DESMAN, Inc.

Signature: 

Printed Name: Christian Luz

Title: Associate Vice President



ADDENDUM ACKNOWLEDGEMENT

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____


Addendum #3, Dated _____

Addendum #4, Dated _____

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS QUALIFICATION

DESMAN, Inc.
Firm Name


Signature

Christian Luz, Associate Vice President
Name and Title (Print or Type)

June 1, 2021
Date



PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Specifications, Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the proposal.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor /contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DESMAN, Inc.

srebora@desman.com

NAME OF BUSINESS

E-MAIL ADDRESS

BY:

SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this
27th day of May, 2021.

Stephen J. Rebora, President and CEO

PRINTED NAME AND TITLE

100 SE 3rd Ave, 10th Floor

Ft Lauderdale, FL 33394

MAILING ADDRESS

MY COMMISSION EXPIRES: 9.30.24

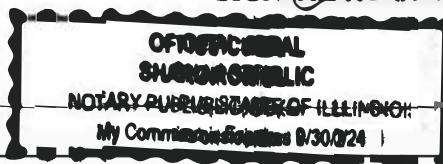
Chicago IL 60602

CITY, STATE, ZIP CODE

312-263-8400

TELEPHONE NUMBER

SIGNATURE OF NOTARY



PERSONALLY KNOWN ☒
OR PRODUCED

IDENTIFICATION

TYPE:





CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposer's must disclose within their proposals: the name of any officer, director, or agent who is also an employee of the City of Riviera Beach.

Furthermore, all Proposer's must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☒ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Qualification.

☐ The undersigned firm, by attachment to this form, submits information, which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Qualification.

Acknowledged by:

DESMAN, Inc.

Firm Name

A handwritten signature in blue ink, appearing to read "C. Luz", written over a horizontal line.

Signature

Christian Luz, Associate Vice President

Name and Title (Print or Type)

June 1, 2021

Date



DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a proposal 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 bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish 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. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counselling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Christian Luz the
(INDIVIDUAL'S NAME)

Associate Vice President Of DESMAN, Inc.
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.



SIGNATURE

June 1, 2021

DATE



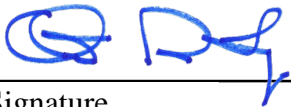
CITY OF RIVIERA BEACH NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

DESMAN, Inc.

Firm Name



Signature

Christian Luz, Associate Vice President

Name & Title (Print or Type)

June 1, 2021

Date





APPENDIX

TWO MARKET RATE STUDIES

- NAPLES DOWNTOWN MOBILITY STUDY

- ST AUGUSTINE TRANSPORTATION AND MOBILITY STUDY

SAMPLE
REPORT

Report and Executive Summary

City of Naples
Downtown Mobility Study

Submitted April 12, 2017 by

DESMAN
Design Management

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EXECUTIVE SUMMARY

The following summary provides a synopsis of the main elements of the parking study including a number of recommendations. Additional detail is provided within the document.

A. Existing Conditions

In order to understand the utilization characteristics of public parking in the downtown Naples study area, our team not only reviewed prior studies provided by the City, but also conducted counts of the number of vehicles parked in each off-street parking facility and on each street where public parking is permitted. Prior to the conducting the counts, DESMAN discussed the goals and objectives of the data collection and subsequent analysis with the Project Team, including the City. Based on those discussions the decision was made to conduct the counts under conditions that represent a peak season weekend during the tourist season. This period was chosen because during nearly all other periods of the year, there is adequate parking in the downtown and there was a desire to better understand the parking characteristics during peak season. A higher level of understanding of the peak conditions will help determine the adequacy of the parking system under high usage and consequently, what parking management solutions might be most effective.

Counts were conducted every other hour from 10AM to 10PM on February 3rd and February 4th, 2017. This survey methodology allowed us to observe vehicle accumulation patterns across the study area and identify facilities or blocks that reached their practical capacity. Based on our observations, the Friday peak demand period occurred at 6PM, when 86% of the public parking spaces in the study area were occupied. On Saturday, the peak occurred at 8PM, when 87% of the public spaces were occupied.

B. Summary of Findings

Based on our in-person observations, review of the available historical data and conversations with the City, the public parking supply within the study area is more than adequate to handle the levels of parking demand generated from Easter through December, except for large events, such as 4th of July fireworks. The issues arise during the peak season from mid-January to Easter, when parking demand generated by the retail, restaurants and nightlife consume all or nearly all of the available public parking spaces in downtown.

1. *Maintaining the status Quo* - Should the City choose to maintain the status quo and not institute any additional active parking management measures to manage demand, the on- and off-street public parking spaces will continue to fill to near capacity on weekday and weekend nights during the busy season. Will this may not have an impact on the number of people who come to the 5th Avenue area, maintaining the status quo parking situation could lead to increased levels of frustration among drivers that prevent some people from coming to the area. The current peak season parking conditions could be further exacerbated should additional development occur within the study area without new parking.
2. *Parking Demand and Supply* - While a majority of the facilities, including the 8th Street South Garage, exceeded their practical capacity on Friday, there was a limited amount of available capacity in the 6th Avenue South Garage and the other off-street parking lots on the southeast

side of the study area. On Saturday, both parking garages and the parking lots more proximate to 5th Avenue all exceeded their practical capacity during the peak demand period. The data demonstrates that, during the busiest periods, parking in the study area is highly utilized and it is difficult for vehicles entering the area to find an available public parking space. At these times, there are a large number of vehicles cruising the street, as well as traffic queues that regularly block intersections. The high demand for parking and lack of sufficient capacity are key contributors to both of these situations.

3. *Parking Space Turnover and Duration of Stay Characteristics* - During the Friday observations, 14 of the 157 public parking spaces on 5th Avenue were occupied by the same vehicle for either 6 or 7 hours out of the 7-hour survey period. These spaces served only 17 parkers, when they could have served as many as 56 parkers, based on an average duration of stay of 1.6 hours. On Saturday, 9 of the 157 spaces experienced the same issue. In each instance where one vehicle remains parked in the same space for most or all of the day, this reduces the potential for other visitors and potential business patrons to utilize that space. These longer-term parkers should not be occupying the most desirable on-street spaces, but instead should be parking in off-street facilities. However, given the lack of on-street parking restrictions, it is currently not illegal for vehicles to remain parked in the same space for the entire day.

C. Recommendations

1. *Paid Parking Recommendation* - Based on the nature of the parking demand in the area around 5th Avenue, DESMAN recommends that a system of on-street paid parking be introduced into this area of the City. Not only will paid parking create a source of revenue that can be leveraged to support future development, it will also help ensure that the existing parking supply can be managed effectively to accommodate the varying needs of the many different parking user groups coming to downtown Naples.
2. *Free Parking in Garages* - It is further recommended that free parking still be offered in the City's parking garages and surface parking lots, in order to provide employees and visitors with a "free" parking option and to encourage longer-term parkers to park in spaces that are not on-street.
3. *Valet Parking* - If the goal is to provide an adequate number of parking spaces to serve the visitors and employees of the downtown, then valet parking is the most cost-effective solution possible. The following are some recommendations for improving the valet ordinance related how valet services are established in the City and what should be required of existing and future valet companies:
 - Operators should be required to carry proof of insurance which should explicitly exempt the City of Naples from any liability.
 - Require payment by the valet operator to the City for any loss of public spaces due to vehicle pick up/drop-off or vehicle storage in on- or off-street public parking spaces.
 - Valet parking plans submitted to City Council should be required to demonstrate that they do not create conflicts, backups, queuing, congestion, or other issues on 5th Avenue when in operation.

- Valet parking plans submitted to City Council should identify where the operator plans to park the vehicles they valet.
 - The Business Tax paid annually by valet companies should be increased to account for the loss of use of spaces on the public way and for future maintenance of those spaces; valet operations are classified as a Service Establishment and should be required to pay their fair tax accordingly.
4. *Expanding the Parking System* - Based on the results of parking utilization surveys conducted during Naples' peak season, there is currently a shortage of available public parking within the study area. Even if active parking management practices are introduced in downtown Naples, peak parking demand will likely continue to exceed the available supply of parking in the evenings during the peak season. The obvious solution to this existing shortfall is to increase the supply of parking available to the public.
- Due to the cost of acquiring land and constructing new parking facilities, it is recommended that the City first seek opportunities to lease existing private parking facilities as temporary public parking in the evenings and on weekends or encourage more valet parking operations.
 - The City could lease vacant land for use as temporary parking. It may be possible to provide/expand the existing trolley system or introduce a low-cost trolley systems to serve the peak period weekends during the tourist season.
 - The City could also attempt to acquire one or more vacant parcels of land within the study area and build additional parking inventory.
 - As a longer-term solution, there may be the opportunity for the City to partner with a developer on the construction of additional public parking spaces. This has the potential to be a less expensive way for the City to gain additional public parking in a structured parking facility. The addition of 100 or 150 "public" parking spaces to a private parking facility serving a new development would likely meet most of the City's existing peak needs.
5. *D-Downtown District Analysis Preliminary Recommendations* - Preliminary recommendations have been made related to parking as part of the ongoing D-Downtown District Analysis project.
- One recommendation is to require 1.5 parking spaces per efficiency housing unit, which seems reasonable.
 - The DESMAN team does not agree with the recommendation to use the 6th Avenue South Garage as a way to satisfy demand in the renamed Midtown Design District.

I. EXISTING CONDITIONS

A. Parking Inventory

The parking inventory in downtown is divided between public parking and private parking affiliated with individual businesses and residences. Public parking is available free-of-charge in the City of Naples (Naples) two parking garages, as well as in several surface parking lots and on-street. Private parking in downtown consists almost entirely of small surface parking lots located behind businesses and residences that front 5th Avenue South and other streets in the area. By and large, these parking lots are not gated, but signs posted in each of the facilities indicate who is permitted to park in what spaces.

Figure A shows the locations of the public off-street parking facilities in downtown, as well as the segments of street where on-street parking is generally permitted.

As shown in the figure, there are two public parking garages located in downtown and six surface parking lots, with the on-street parking concentrated primarily along 5th Avenue South, Park Street, 6th Street, and 8th Street. Per a previous analysis performed by the Business Improvement District (BID) with the help of the Police Department, and supplemented by recent on-site observations, the two parking garages are nearly identical in size, with one garage containing 339 spaces and the other containing 340 spaces. Additionally, in total, the surface parking lots contain 253 spaces and there are approximately 570 on-street spaces. The total number of public parking spaces in downtown exceeds 1,500 spaces.

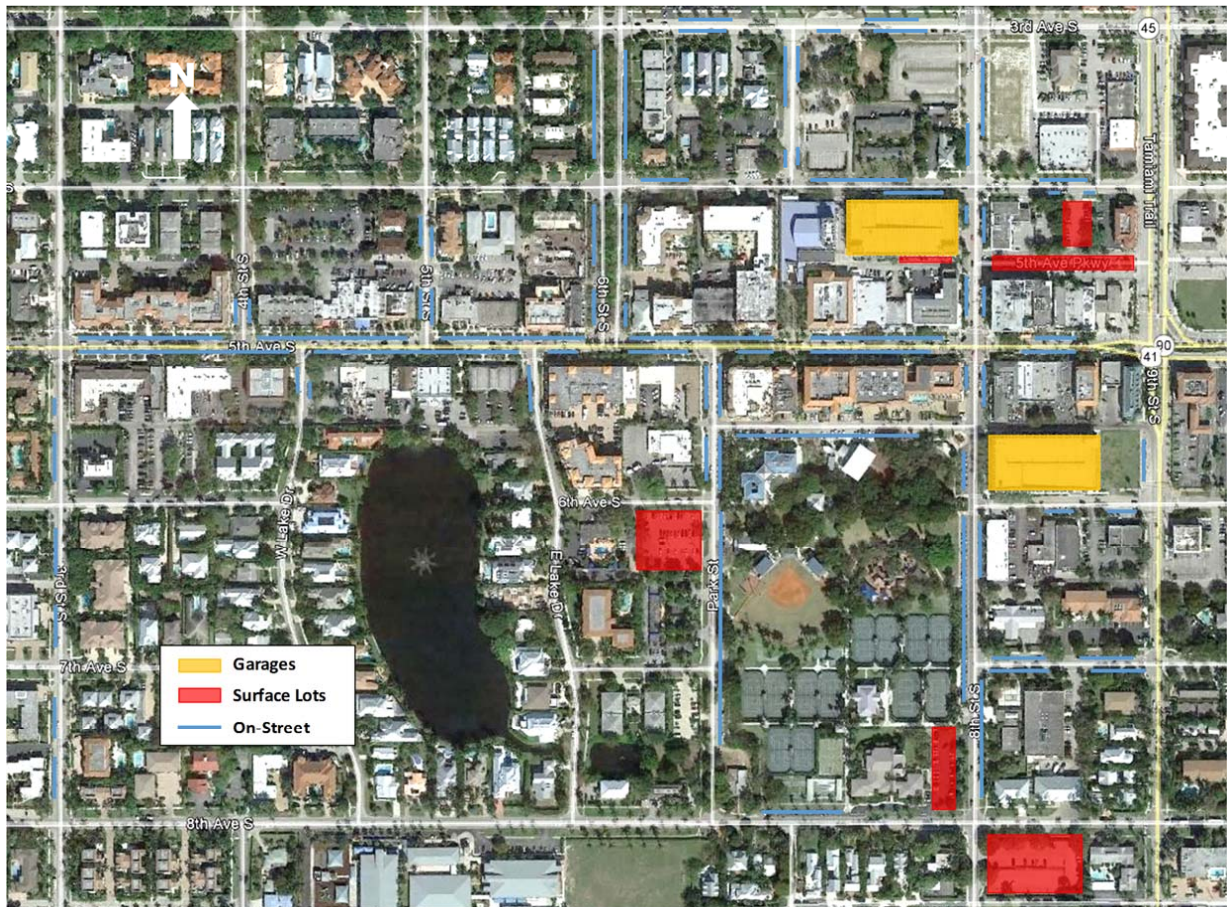
According to the same analysis performed by the BID, the downtown also contains more than 1,000 private parking spaces.

B. Existing Parking Policies

As stated previously, all public parking in downtown Naples is available free-of-charge. In addition to being free, while there are some on-street spaces and spaces on the ground floors of the parking garages that have posted time limits, a majority of the spaces allow for a vehicle to remain parked for an indefinite period of time.

The City of Naples Police Department is responsible for enforcement of traffic and parking-related violations. The Police Department issues citations for violation of the City's Code of Ordinances related to parking. Examples of the types of violations for which a citation can be issued include, but are not limited to: parking an unauthorized vehicle in a handicapped parking space, parking too close to a corner, parking in a crosswalk, parking a vehicle too far from the curb – among others. The fine for violation of the handicapped parking ordinance is \$250.00, while all other violations carry a \$100.00 fine. Aside from handicapped parking violations, if the fine for a parking violation is paid within 10 days of the date of the violation, the fine is reduced to \$35.00 and, if the fine is paid after 10 days but prior to 60 days of the date of the violation, the fine is \$45.00.

Figure A: Locations of Existing Public Parking in Downtown



In addition to public self-parking, the City's ordinances allow for valet parking. Based on on-site observations and information provided by the City, a number of the restaurants located along 5th Avenue South, as well as the Inn on 5th, offer valet parking. Valet pickup/drop-off locations were observed in the following locations:

- Directly in front of the Inn on 5th
- East side of 4th Street at 5th Avenue (after 4PM)
- East side of W. Lake Drive at 5th Avenue (after 4PM)
- West side of W. Lake Drive at 5th Avenue (after 4PM)
- Cambier Park Way
- 4th Avenue between 6th and 7th streets

Customers are charged \$5 and up for this service, depending on the valet location and, presumably although not observed, the day of the week and time of the year.

The operators of the valet parking operations did not appear to use public parking spaces to store valet vehicles. Rather, arrangements are made between the valet companies and individual property owners for use of their parking spaces during, what are typically, off-peak periods for office land uses in the area.

C. Existing Parking Ordinances

In addition to the circumstances under which a citation can be issued related to parking and the conditions to which a valet parking operation must comply, the City's Code of Ordinances details other requirements related to parking, as well. Chapters 36, 40, 50, 56, and 58 of the Code of Ordinances all deal with parking in some fashion. Section 50-103 details both the minimum dimensions of parking spaces constructed in particular configurations, as well as the number of handicapped parking spaces that must be provided based on the size of a proposed parking facility. Section 50-104 describes the number of parking spaces required to be constructed for any given land use type. Additional sections of the Code of Ordinances deal with the operation of parking meters, the setting of parking rates, the establishment of the hours during which vehicles are permitted to park, and payment-in-lieu of parking requirements.

In general, Naples Code of Ordinances related to parking appears adequate and within the norms of what similar cities require and allow.

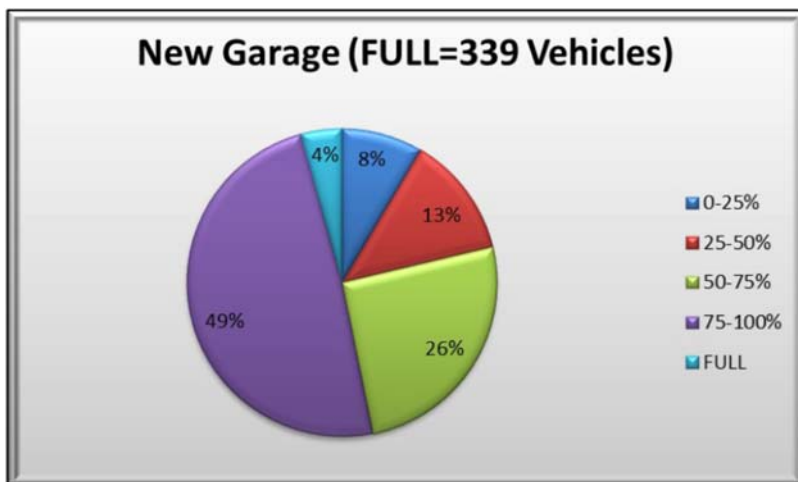
D. Historical Utilization of Public Parking

The peak activity in Naples typically runs from January through March. This is the time of year when the majority of part-time residents and visitors come to Naples and, as a result, the time of year when the demand for parking, both public and private, is at its peak. In addition, there are occasional occurrences of unusually-high parking demand associated with large events, such as 4th of July fireworks and the lighting of the Christmas lights. In order to develop the most effective solutions to any parking issues in Naples, it is necessary to understand the levels of parking activity experienced during these time periods.

In addition to observations made by DESMAN in early February 2017, which will be presented later in this report, historical utilization data for the City's two parking garages was gathered by

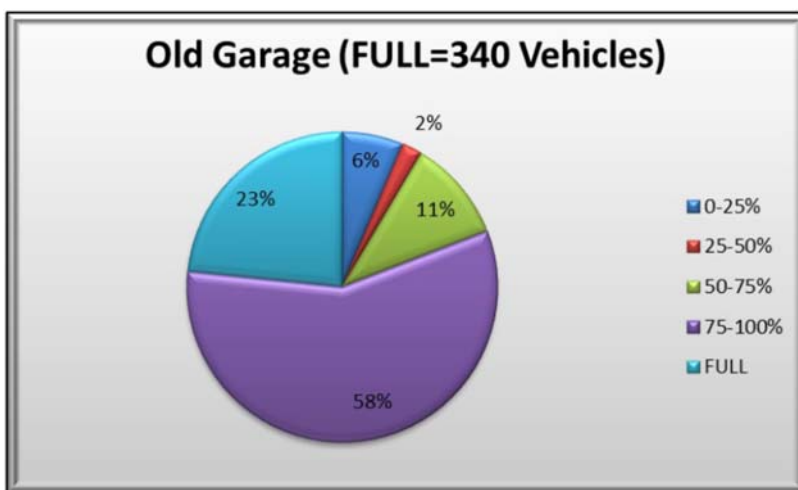
the Naples Police Department in March and April 2014. According to a document prepared by the Naples Police Department dated May 2014 and entitled “City Garage/Parking Analysis,” from March 5th – April 20th, 2014, the Police Department gathered utilization data at the City’s two parking garages each day between the hours of 6PM and 10PM. **Figure B** and **C** (below) are excerpts taken from the report which illustrate the percentage of the survey days during which each garage reached the noted levels of utilization.

Figure B: Utilization of the 6th Avenue South Garage (New Garage)
March 5th – April 20th, 2014



Source: Naples Police Department Report, “City Garage/Parking Analysis” (May 2014)

Figure C: Utilization of the 8th Street South Garage (Old Garage)
March 5th – April 20th, 2014



Source: Naples Police Department Report, “City Garage/Parking Analysis” (May 2014)

As shown in the above graphics, the “New Garage” was fully utilized during 4% of the surveys, while the “Old Garage” was fully utilized 23% of the time. For the purposes of this analysis, “fully utilized” means that 100% of the spaces were full. In addition, the “New” and “Old” garages were 75% or more utilized 49% and 58% of the time, respectively.

According to the same report, the garages were fully utilized a total of 13 times during the survey period, 10 of which required that the 8th Street South (“Old”) Garage be closed to additional parkers. On these 10 occasions, according to the Police Department parking analysis, 585 vehicles had to be turned away from parking at the facility. It was further indicated that 6 of the 10 incidents when the “Old Garage” had to be closed occurred during special events or parades in the “3rd Street/5th Avenue districts.”

Despite the fact that the parking utilization data compiled by the Police Department was gathered two years ago, during a very limited time period and only at the City’s two parking garages, the results seem to indicate that there are instances when the demand for parking at the major public parking facilities in the City not only reaches, but exceeds their capacity. This fact has been confirmed by anecdotal evidence provided by City personnel.

II. PARKING DATA COLLECTION

Given the historical evidence of parking shortfalls in Naples, it was critical for our team to conduct additional observations of parking utilization in Naples during the 2017 peak season. This allowed our team to observe peak parking conditions throughout the busiest times of the day for the entire downtown (rather than limiting observations to the garages), which provided the proper context for developing appropriate and reasonable solutions to current and potential future parking issues in Naples.

The following presents a summary of the parking utilization observations made by our team in early February 2017.

A. Peak Season Parking Demand

In order to gain a clearer understanding of parking characteristics in the entire study area, our team performed on-site observations of all public parking from 10AM to 10PM on Friday, February 3rd and Saturday, February 4th, 2017. These dates were identified by the City as peak days during the peak season in Naples. Conducting observations on a Friday allowed us to document the interaction of office and business parkers on a normal business day, with tourists and retail and restaurant patrons. On Saturday, Cambier Park was the site of a craft fair, Art in the Park, which brought additional visitors to the study area in the late morning and early afternoon that had to compete for parking with expected tourist, retail and restaurant visitors. Both days also provided us the opportunity to observe the impact of restaurant and nightlife activity on parking.

While the following paragraphs provide a general description of the parking demand conditions we observed, Section II.B contains a detailed accounting of the utilization of all public parking spaces within the study area during the same period.

i. *On-Street Demand*

As might be expected, the demand for on-street parking is primarily focused along 5th Avenue, with demand spilling over onto the cross streets as occupancy increases for the on-street spaces on 5th Avenue. On both observation days, parking spaces on 5th Avenue began to fill first between 5th and 8th streets, then demand pushed east and west to the borders of the study area and north and south onto the streets intersecting 5th Avenue. Fifth Avenue and the spaces in close proximity to 5th Avenue on the intersecting streets remained in high demand over the course of the entire observation period on both Friday and Saturday.

In addition to the spaces along and in closest proximity to 5th Avenue, the demand for parking around Cambier Park and along 8th Street, opposite the Park, was very high over the course of both survey days. On both Friday and Saturday, the spaces on Cambier Park Way remained 100% occupied nearly all day. Park and 8th streets both experienced high demand for parking as well, from users of Cambier Park's recreational facilities during the day on Friday and visitors to Art in the Park on Saturday.

On both observation days, the demand for on-street parking increased over the course of the day, with daytime tourists and retail and restaurant patrons giving way to higher volumes of restaurant and nightlife patrons in the late afternoon and into early evening. On-street

parking spaces on the periphery of the study area to the north, south and east also filled to capacity later in the day, as the availability of parking closer to 5th Avenue was reduced.

ii. *Off-Street Demand*

Based on our observations, the demand for off-street parking was less intense than that for on-street parking. This is not unique to Naples, as parkers typically desire to park in on-street spaces within sight of their desired destination(s), rather than park in a surface lot or parking garage that may be around the corner. In Naples, just as in other cities across the country, drivers will cruise the street searching for an available space, resorting to parking in an off-street facility only after spending several minutes or more searching for an on-street space.

In general, during the days of our on-site observations, the majority of the off-street parking facilities had significant available capacity throughout the day. Notable exceptions to this were the 12 spaces next to the 8th Street South Garage and the spaces along 5th Avenue Parkway, all of which were in high demand throughout the course of both survey days. In addition, as was the case with the on-street spaces, during the evening hours around dinner time (6PM-9PM), nearly all of the off-street parking facilities experienced high levels of demand. Given their distance from the main activity centers near 5th Avenue, the surface lot serving the Community Center and the surface lot located at 8th Street and 8th Avenue had a significant number of available spaces during the evening peak demand periods.

B. Current Utilization of Public Parking

In the parking industry, parking facilities and systems are typically designed so that, even during peak demand periods, some percentage of the parking spaces remain empty. Parking facilities that serve infrequent visitors are ideally designed so that, during a typical peak demand period, 15% of the spaces remain available to accommodate new parkers entering the facility. For parking locations that serve frequent parkers, such as a garage dedicated to the employees in one particular office building, that number can be 10% or less. Maintaining an inventory of available spaces, even during the peak demand period, makes it easier for parkers to find a space, reduces the amount of time drivers spend searching for empty spaces and generally results in a more positive parking experience. This concept, referred to as “practical capacity”, refers to that point at which a parking facility or system has reached its functional limit and is unable to efficiently or safely accommodate additional parking demand.

In order to understand the utilization characteristics of public parking in the downtown Naples study area, our team conducted counts of the number of vehicles parked in each off-street parking facility and on each street where public parking is permitted. Counts were conducted every other hour from 10AM to 10PM on February 3rd and February 4th, 2017. This survey methodology allowed us to observe vehicle accumulation patterns across the study area and identify facilities or blocks that reached their practical capacity.

Based on our observations, the Friday peak demand period occurred at 6PM, when 86% of the public parking spaces in the study area were occupied. On Saturday, the peak occurred at 8PM, when 87% of the public spaces were occupied.

Figures D and E, below, present the peak demand characteristics observed in the study area on Friday and Saturday, respectively. Each street segment where public parking is permitted, as well as each off-street facility, is identified with a color that corresponds to a given level of utilization.

As shown in both figures, street segments and off-street parking facilities shaded in **RED** were greater than 85% utilized during peak demand period, those shaded in **ORANGE** were between 70% and 84% utilized and those shaded in **GREEN** were less than 70% utilized. These figures clearly demonstrate that, during the peak demand periods on both Friday and Saturday, nearly every on-street parking area exceeded its practical capacity. In fact, as shown in the full survey data presented in the **Appendix**, a majority of the street segments surveyed were 100% occupied during the peak demand period, meaning that no spaces were available for new parkers.

While a majority of the facilities, including the 8th Street South Garage, exceeded their practical capacity on Friday, there was a limited amount of available capacity in the 6th Avenue South Garage and the other off-street parking lots on the southeast side of the study area. On Saturday, both parking garages and the parking lots more proximate to 5th Avenue all exceeded their practical capacity during the peak demand period.

The data demonstrates that, during the busiest periods, parking in the study area is highly utilized and it is difficult for vehicles entering the area to find an available public parking space. At these times, there are a large number of vehicles cruising the street, as well as traffic queues that regularly block intersections. The high demand for parking and lack of sufficient capacity are key contributors to both of these situations.

C. Current Space Turnover and Duration of Stay Characteristics

The intended use of proximal, on-street parking is for short-term visitors, while off-street parking is intended to serve longer-term parkers. On-street parkers should have frequent turnover and durations of stay between 1 and 2 hours. This makes it more likely that retail and restaurant patrons are able to find an available space near their desired destinations, increasing retail and restaurant traffic. Low turnover of parking spaces can mean either the patrons of the various establishments remain parked for long periods of time or, more likely, that employees of area businesses are parking in spaces that should be available to customers. In areas with no time restrictions on parking duration, such as 5th Avenue, it is more likely for employees or others to park for extended durations, reducing the availability of these spaces for use by customers.

One way to determine how the on-street parking is being utilized is to measure the turnover and duration of stay characteristics of the vehicles parked in those spaces. In the Naples study area, this was accomplished by recording specific vehicles that were parked on- 5th Avenue from 10AM to 5PM during the data collection effort. By documenting this information on an hourly basis, it was possible to determine how long each vehicle remained parked, to calculate the average number of times each parking space was used by a parker (turn over) and to calculate the average duration of stay for vehicles parked on 5th Avenue.

Figure D: Peak Period Utilization (6PM), Friday, February 3rd, 2017

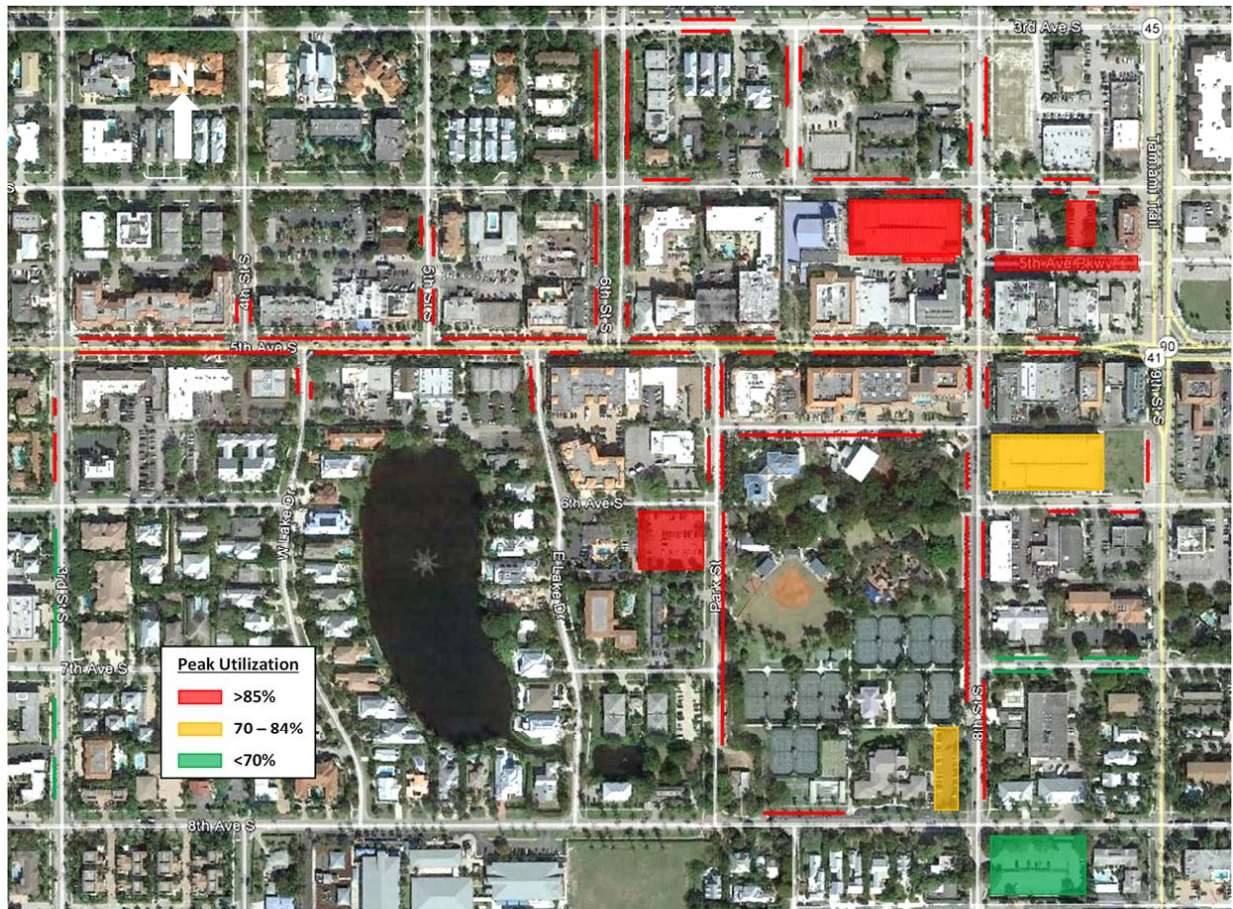
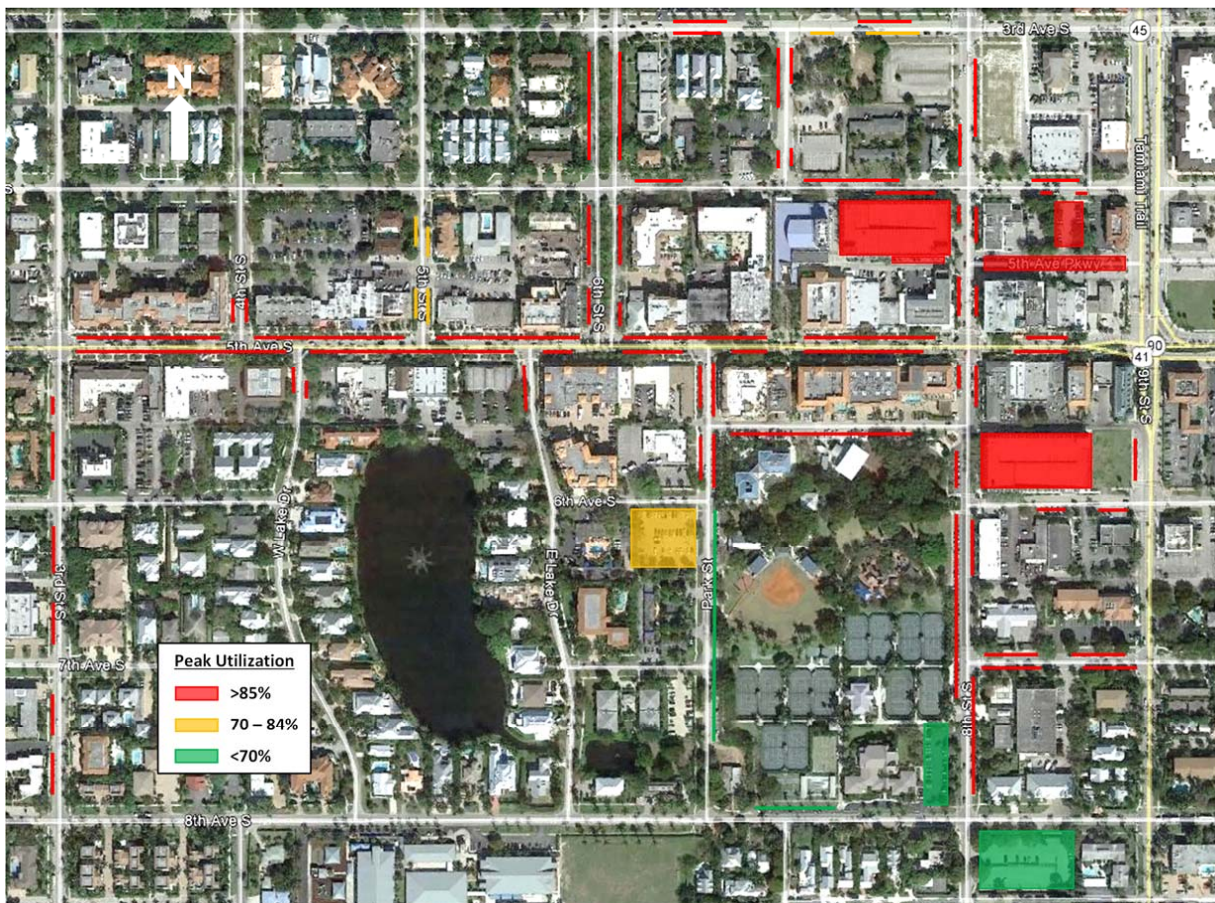


Figure E: Peak Period Utilization (8PM), Saturday, February 4th, 2017



On Friday, February 3rd, 2017, 575 different parked vehicles were observed in the 157 spaces along 5th Avenue (this does not include the ~5 spaces designated as valet pickup/drop-off for the Inn on 5th). This translates to an average turnover of **3.7 vehicles** per space during the 7-hour time period studied. On average, each of these vehicles remained parked for **1.6 hours**. On Saturday, 614 vehicles were observed parked along 5th Avenue, resulting in an average turnover of **3.9 vehicles** per space and average duration of **1.5 hours**, similar to the Friday figure.

While parking space turnover approaching four times per day and durations of stay less than two hours both indicate frequent movement of vehicles and a healthy parking environment for retail and restaurant land uses, our team did document some activity that is of concern. During the Friday observations, 14 of the 157 public parking spaces on 5th Avenue were occupied by the same vehicle for either 6 or 7 hours out of the 7-hour survey period. These spaces served only 17 parkers, when they could have served as many as 56 parkers, based on an average duration of stay of 1.6 hours. On Saturday, 9 of the 157 spaces experienced the same issue. In each instance where one vehicle remains parked in the same space for most or all of the day, this reduces the potential for other visitors and potential business patrons to utilize that space. These longer-term parkers should not be occupying the most desirable on-street spaces, but instead should be parking in off-street facilities. However, given the lack of on-street parking restrictions, it is currently not illegal for vehicles to remain parked in the same space for the entire day.

A complete summary of the turnover and duration of stay characteristics documented on 5th Avenue during the surveys can be found in the **Appendix** to this report.

D. Benchmarking

A benchmarking analysis of current parking rates and parking management practices was conducted of cities which were identified as comparable to Naples. The results of this analysis, presented in the below table, are intended to guide Naples in the development of a parking management strategy for its on- and off-street parking system.

Data Requested	City of West Palm Beach	City of Clearwater	City of Venice	City of Sarasota
Population ¹	102,436	109,703	21,253	53,326
Public Parking Spaces (on- and off-street)	3,100	3,900	Unknown	4,000
Metered Parking Rates (downtown)	\$0.75 - \$1.25/hour	\$0.50/hour	No Meters	
On-Street Hours of Enforcement	Monday - Saturday, 7AM - 7PM or 7AM - Midnight	Monday - Friday, 8AM - 6PM	6AM - 12AM	Monday - Friday, 9AM - 6PM
On-Street Parking Time Limits	Up to 4 Hours	1 or 2 Hours	2 Hours	2 or 3 Hours
Surface Lot Rates	\$1/first 2 hours, \$1/hour thereafter, \$5 Maximum	Free - \$0.50/hour; free lots have no time limit; 3 - 10 hour max. at pay lots	Free of Charge	Free of Charge
Garage Rates	\$1/first 2 hours, \$1/hour thereafter, \$10 Maximum	\$0.50/hour, \$5.00 max.; \$48.15/month; free from 7PM Friday to 7AM Monday	N/A	\$5.00 Flat Rate (only on certain days); free on most days
Mobile Payment at Meters	Yes	Yes	N/A	N/A
Fine for Metered Parking Violation ²	\$10.00	\$15.00	\$25.00 ³	\$25.00 ³

1) Represents the 2013 population.

2) Fine amounts shown are for non-payment of parking meters.

3) Fine amount is for parking in excess of posted time limit.

III. FINDINGS & RECOMMENDATIONS

The results of the analysis of public parking within the downtown Naples study area reveals that, in general, the area contains adequate public parking inventory to satisfy the peak demand conditions during the offseason, but that there is a marked parking shortfall during the peak tourist season. During the peak season from mid-January to Easter, parking demand generated by the retail, restaurants and nightlife consume all or nearly all of the available public parking spaces in downtown. This situation contributes to significant numbers of vehicles cruising the streets for available spaces, creating high levels of traffic congestion throughout the area and loss of potential customers and visitors.

With the goal being to more efficiently accommodate the peak parking demand generated by 5th Avenue, the following recommendations were developed to improve the management, utilization and availability of public parking spaces within the study area.

A. Modal Considerations

Please refer to other sections of the larger study for information on modal considerations.

B. Parking Management Practices

One of the first steps is to determine if additional controls should be put in place to manage parking demand. Naples does not currently actively manage public parking within the study area, aside from signage located at the grade level of the 8th Street South Garage imposing a 2-hour time limit. Like Naples, many communities have struggled with the question of whether paid parking should be introduced, if parking should be offered free-of-charge with time limits imposed or if there should be any restrictions at all.

The following narrative describes the theory behind and benefits of establishing a system of paid public parking, as well as methods for managing parking without charging user fees. Should the City choose not to bring paid public parking to this area of Naples, information on alternate funding mechanisms is presented that could be used to support the development and maintenance of future parking infrastructure without relying on parking user fees.

i. *Paid vs. Unpaid Parking*

Within many municipalities there might be strong opinions on both sides of the topic of charging for parking. Many communities are reluctant to introduce pay parking believing that their customer base will shop and dine where parking is free. If the destination is desirable, like 5th Avenue, the introduction of pay parking will have little to no impact and may increase the customer base over time because the parking conditions may improve. However, in order for this type of system to be successful, the cost of parking and the ways in which certain user groups are accommodated must be carefully considered.

The following sections present the principles of managing parking through pricing, as well as management of free parking, along with the benefits and liabilities associated with each. Additionally, we offer our recommendation for how parking can be most effectively managed within the study area.

a. Parking Management through Pricing

Within the parking industry, demand-responsive pricing, which sets parking rates in order to achieve target rates of utilization in a facility, has been shown to be the most effective tool for incentivizing change. The goal is to incentivize frequent turnover of the most desirable parking spaces, while also providing a longer-term parking option at a reasonable price for those patrons planning longer stays. Charging for parking will not only generate revenue for the City, it will also help eliminate the situation where a vehicle remains parked in a space for the entire day.

Charging for parking on 5th Avenue and the adjoining streets, as well as, potentially, in the off-street facilities, may provide the City several benefits. First, pay parking will help create turnover at the parking spaces on and nearest to 5th Avenue. This will allow for multiple sets of patrons to use these spaces throughout the course of the day, boosting the potential population of customers for the area's businesses. In other words, employees of the businesses in this area, long-term hotel guests and people going to the beach will not be able to occupy spaces early in the day and remain parked indefinitely, without paying. With a proper rate schedule in place, these long-term parkers will be motivated to park at spaces that are farther from their destinations, but are also lower-cost or free (i.e. the City's parking garages and surface lots).

Second, the creation of a managed parking system in this area of Naples will come at a cost. In addition to paying the personnel who will enforce parking regulations and manage the system, there are costs associated with revenue collection equipment, lighting the existing facilities, landscaping, and repair of parking surfaces. The revenue generated by the new system can cover the costs associated with operating the system.

Lastly, revenue generated by the parking system can be used for future parking improvements. Any net revenue generated through parking fees can be pledged toward improving the parking infrastructure, the construction of new parking supply or be used to secure debt financing. Without this revenue source or a commitment by a private developer to build additional parking to support new development, the financial responsibility for this type of infrastructure investment would fall on the City's general fund. Furthermore, excess revenue that is generated can be redeployed into the downtown to provide and improve amenities or support other expenses.

b. Management of Free Parking

As described here, "free" parking refers to parking for which users do not pay based on the amount of time they park. This does not mean that there are no restrictions on parking, simply that users are not charged a fee on an hourly, daily or monthly basis to park. An example of unrestricted free parking would be what is currently offered within the study area, except for the few time-restricted spaces in the 8th Street South Garage. Other municipal parking systems employing free parking typically use time restrictions in order to ensure the turnover of parking spaces.

To further increase the turnover of spaces, time-limit restrictions could be imposed within the study area, specifically on 5th Avenue and the cross streets immediately adjacent to 5th Avenue, so that employees, beachgoers or other long-term parkers do not occupy

spaces for the entire day. Under this type of system, on-street spaces would be more readily-available for short-term retail and restaurant customers, while longer-term parkers would be influenced to park in the City's garages and surface parking lots.

While management of time-limited, free parking spaces would require enforcement of the posted parking regulations, there is the potential for the City to generate revenue from the issuance of parking tickets to vehicles that park in excess of the posted time limits. However, when compared to a paid parking system, the revenue-generating potential for this type of time-limited free parking is minimal. Additionally, there is the potential negative impact that issuing a ticket to an infrequent visitor can have on the City's image. These are just some of the considerations that need to be evaluated when determining which system of management the City prefers.

c. *Maintaining the Status Quo*

Based on our in-person observations, review of the available historical data and conversations with the City, the public parking supply within the study area is more than adequate to handle the levels of parking demand generated from Easter through December, except for large events, such as 4th of July fireworks. The issues arise during the peak season from mid-January to Easter, when parking demand generated by the retail, restaurants and nightlife consume all or nearly all of the available public parking spaces in downtown.

Should the City choose to maintain the status quo and not institute any additional active parking management measures to manage demand, the on- and off-street public parking spaces will continue to fill to near capacity on weekday and weekend nights during the busy season. Will this may not have an impact on the number of people who come to the 5th Avenue area, maintaining the status quo parking situation could lead to increased levels of frustration among drivers that prevent some people from coming to the area. The current peak season parking conditions could be further exacerbated should additional development occur within the study area without new parking.

d. *Paid vs. Unpaid Parking Recommendation*

Based on the nature of the parking demand in the area around 5th Avenue, DESMAN recommends that a system of on-street paid parking be introduced into this area of the City. Not only will paid parking create a source of revenue that can be leveraged to support future development, it will also help ensure that the existing parking supply can be managed effectively to accommodate the varying needs of the many different parking user groups coming to downtown Naples. It is further recommended that free parking still be offered in the City's parking garages and surface parking lots, in order to provide employees and visitors with a "free" parking option and to encourage longer-term parkers to park in spaces that are not on-street.

Paid parking should be introduced along the entirety of 5th Avenue, from 3rd Street to 9th Street, as well as one block north and one block south of 5th Avenue on all of the north/south cross streets. The City should choose an appropriate parking meter technology, whether that be single-space or multi-space meters, that allows for coin and credit card payments, as well as payment using a smartphone app. Parking time limits

should be set to a maximum of two or three hours, after which the vehicle must be moved to another parking space; this will prevent people from feeding the meters all day and limiting parking space turnover.

ii. *Alternate Funding options*

One of the major benefits of implementing a system of paid parking in downtown Naples is the ability to potentially pay for future parking infrastructure directly with those parking revenues or to issue revenue bonds based on that income. Revenues generated by the on-street meters and parking citation fines could be pledged to repay bonds issued to build a future parking facility or make other improvements to the City's parking infrastructure.

Should the City choose not to institute paid parking, there are several other funding options available that could be used to finance the construction of future parking facilities and infrastructure. The following section presents these potential options and describes the basics of each option.

a. *General Obligation (GO) Bonds*

The primary advantage of financing a parking facility through general obligation bonds is that, depending on the City's credit rating, a low interest rate can be obtained because the full faith and credit of the municipality will be pledged toward retirement of the bonds. Because the basis of a city's credit is its taxing powers, constitutional and statutory laws usually limit the amounts that local governments may borrow using general obligation bonds. The borrowing limits are usually expressed in terms of a specific percentage of the assessed value of the community's taxable property. A city's indebtedness, for example, would not be allowed to exceed 10 percent of the total average revenue for the previous three years.

A possible disadvantage in using general obligation bonds is that the potential available for non-parking purposes, such as parks and public buildings, would be reduced by the amount of the bond issue used for a parking facility. Advocates, however, stress that the tax base of a city is strengthened by the development of a needed parking facility. The potential for future growth is therefore increased by the parking facility because the necessary support to area businesses must be provided by an adequate parking supply.

The City of Naples could issue bonds backed by tax revenues or special assessments to finance parking facility construction. The bonds could be either tax-exempt or taxable. Tax-exempt bonds would cost less to repay (due to lower interest rates), but would limit how much of the parking could be reserved for specific land uses. Taxable bonds would be more expensive, but the City would have more flexibility in how the new parking is managed.

b. *Payment in Lieu of Parking (PILOP)*

Already provided for in Naples Code of Ordinances, this technique is not an inducement to development, but rather a method to provide parking in growth areas within cities. With this type of financing, the developer of a building, instead of providing all the on-site parking required, is allowed to make a payment in lieu of parking that is put into a

pool to fund nearby facilities that are available to customers and employees of the contributing businesses. However, a municipality in accepting a payment-in-lieu of providing parking is obligated to provide sufficient parking to meet those parking needs.

This type of financing has been most successful in communities where there is an active public construction program dedicated to the provision of needed public facilities, such as in the City of Toronto. Because of the nature of this financing method, it is most successful where there is a rapid rate of development proposed in a concentrated area.

c. Utility Assessment District (Parking Assessment District)

The City could choose to establish the area including 5th Avenue as a parking district, upon which special assessments could be instituted to generate additional funds to pay for parking operations, management and future construction. Any business within the boundaries of the district would be required to pay into a fund that could then be used to finance future parking facilities.

In practice, a zone of “benefit” is established for a particular parking facility or cluster of on-street spaces. Generally speaking, the primary criteria for establishing the boundaries of the district are based upon acceptable patron walking distance. From there, the city determines an equitable payment arrangement that requires those benefited by the parking within the district(s) to pay their ad valorem share of the costs incurred to build, operate and maintain the parking assets.

d. Tax Increment Financing

The City could explore opportunities to fund new parking construction using Tax Increment Financing (TIF). In the most simplistic terms, TIF can be described as created residual property tax. Once an area of influence can be identified (not necessarily the same as a parking assessment district), the current tax base and associated revenue stream for that area can be frozen at its present level, with the assumption that tax revenues are sufficient to meet the cost of publicly supported systems. Under the assumption that new development will take place (after the freeze), all new or incremental tax revenues are designated to a special TIF account. The proceeds of this process are then utilized to repay the capital expenditure of the municipality to provide needed infrastructure (parking supply) built to support or encourage new development.

e. Public Private Partnerships

The formation of a public/private partnership in the construction of a parking facility could allow the City to construct a structure while minimizing funds needed. This option could work in a number of ways:

- First, the City and a private developer could split the cost of the parking facility. This would allow Naples to construct needed spaces while saving on design, equipment and other consulting/environmental costs.
- Second, the City could offer land it owns for the construction of a private parking structure that would in turn provide some amount of public parking. In this instance, the City would have the parking spaces it needs without having to construct them.

- Finally, the City could incentivize private parking construction by providing a development with tax abatements or other development incentives. The developer would then be required to provide their own parking, with the municipality in effect subsidizing its construction.

In addition to the potential public/private partnership arrangements described above, the following are two more ways in which the City could work with private entities to encourage the development of needed parking spaces in the future.

Joint Ventures

In order to develop a parking facility, it is often necessary to assemble multiple parcels of land. Private developers are often unsuccessful in acquiring the parcels needed for larger and/or mixed-use facilities. The City has the ability to use its powers of eminent domain to acquire land for public use. The City could also explore land exchanges between the public and private sectors. Land owned by the City could also be sold to a private developer at a reduced cost in order to encourage development.

Various public, non-profit and private interests can participate in the financing of a structured parking facility. Capital contributions and in-kind contributions (such as land) can “write down” the cost of development. Joint ventures can effectively write down capital costs to the extent that conventional financing may be procured.

Certificates of Participation (COP)

This is one of only a few tax-exempt financing routes that lend itself to a public-private partnership. COP financing can be used to provide all funds for the construction of parking facilities. In the most basic terms, a development company (the lessor) would build a facility, financed through the distribution of COP by a bank trustee. The City would then lease the garage back from the developer. Payments, generated through user fees or other means, are made to the lessor by the lessee (City). In this type of arrangement, the City would typically assume all costs in connection with operations and maintenance of the garage.

To be eligible for tax-exempt status, the final owner of the facility must be the municipality and the garage must be for public use. The primary advantage of this program is that the government entity can raise funds in most cases outside the legal definition of debt. This can be achieved if the lease rental payment is subject to annual appropriation by the governing body. Because of this, this type of financing is used where governments are constrained by limitations regarding the issuance of debt or limitations on bonding capacity.

f. Federal/State Grants or Loans

If a new parking facility incorporates an alternative transportation component (e.g. bus transfer center) or is constructed to support an economic development initiative, federal or state funds may be available to support construction. Further investigation is needed to determine the types of funds that may be available to the City of Naples.

C. Valet Parking

At present, a number of valet parking companies operate within the study area during the busy season. In addition to the Inn on 5th, which operates a valet service for its guests on a 24/7 basis, our team was able to identify at least five additional valet pickup/drop-off locations within the study area. Given the fact that nearly all of the public parking spaces in the study area are occupied during peak demand periods, valet parking operators provide a valuable service to patrons and visitors coming to the 5th Avenue area who cannot find an available public parking space. If the goal is to provide an adequate number of parking spaces to serve the visitors and employees of the downtown, then valet parking is the most cost-effective solution possible.

Despite their contributions to the vitality of the area, there is the potential to improve the process by which valet operations are established and how they function in practice in relation to the public parking supply. The following are some recommendations for improving the valet ordinance related how valet services are established in the City and what should be required of existing and future valet companies:

- Operators should be required to carry proof of insurance which should explicitly exempt the City of Naples from any liability
- Require payment by the valet operator to the City for any loss of public spaces due to vehicle pick up/drop-off or vehicle storage in on- or off-street public parking spaces; this will help to offset the cost of maintaining the public way and the cost of enforcement
- Valet parking plans submitted to City Council should be required to demonstrate that they do not create conflicts, backups, queuing, congestion, or other issues on 5th Avenue when in operation
- Valet parking plans submitted to City Council should identify where the operator plans to park the vehicles they valet
- The Business Tax paid annually by valet companies should be increased to account for the loss of use of spaces on the public way and for future maintenance of those spaces; valet operations are classified as a Service Establishment, with the current annual Business Tax based on the number of employees: 1 to 15 employees - \$57.89, 16 to 30 employees - \$86.82; more than 30 employees - \$115.76

D. Additional Facilities

Based on the results of parking utilization surveys conducted during Naples' peak season, there is currently a shortage of available public parking within the study area. Even if active parking management practices are introduced in downtown Naples, peak parking demand will likely continue to exceed the available supply of parking in the evenings during the peak season. The obvious solution to this existing shortfall is to increase the supply of parking available to the public.

Due to the cost of acquiring land and constructing new parking facilities, it is recommended that the City first seek opportunities to lease existing private parking facilities as temporary public parking in the evenings and on weekends or encourage more valet parking operations. Any business in the study area which controls parking inventory and whose operations occur during normal business hours may be a candidate for this type of arrangement. Instead of their parking sitting vacant after business hours, the City could arrange to compensate the property owner for

use of their parking after hours and on weekends, when the City's supply of public parking is most strained. The City would also need to take on the liability of such use as well.

Another option that would be less expensive than building new parking inventory would be for the City to lease vacant land for use as temporary parking. There are several vacant parcels north of 4th Avenue and east of 9th Street that are potential candidates. These locations could be used as temporary public parking, until additional development in the area makes the parcels unavailable. It may be possible to provide/expand the existing the trolley system or introduce a low-cost trolley systems to serve the peak period weekends during the tourist season.

The City could also attempt to acquire one or more vacant parcels of land within the study area and build additional parking inventory. If the land is available for sale, the City would need to purchase the parcel and then spend additional resources constructing surface parking.

As a longer-term solution, there may be the opportunity for the City to partner with a developer on the construction of additional public parking spaces. If a new development or redevelopment project is planned within the study area, the City could seek to leverage its influence, regulatory approval powers and/or bonding capacity to include a public parking component in the private development. This has the potential to be a less expensive way for the City to gain additional public parking in a structured parking facility, than if they were to build the facility themselves. The addition of 100 or 150 "public" parking spaces to a private parking facility serving a new development would likely meet most of the City's existing peak needs.

E. D-Downtown District Analysis Preliminary Recommendations

Preliminary recommendations have been made related to parking as part of the ongoing D-Downtown District Analysis project. One recommendation is to require 1.5 parking spaces per efficiency housing unit, which seems reasonable. However, the DESMAN team does not agree with the recommendation to use the 6th Avenue South Garage as a way to satisfy demand in the renamed Midtown Design District.

Based on the February utilization surveys, the 6th Avenue South Garage, as well as nearly all other public parking within the study area, becomes completely or nearly-completely occupied during the peak season. It would be detrimental to the 5th Avenue area for the City to allow new developments in the Midtown Design District to count spaces in this garage when trying to satisfy their zoning requirements.

Appendix: Utilization Survey Summary, Friday, February 3rd, 2017

Facility/Street Segment	Side of Street	b/w	Inventory	Peak Hour												Notes
				10AM	%	12PM	%	2PM	%	4PM	%	6PM	%	8PM	%	
8th Street South Garage			340	128	38%	200	59%	248	73%	285	84%	333	98%	291	86%	
6th Avenue South Garage			339	75	22%	129	38%	175	52%	161	47%	237	70%	210	62%	
Next to 8th Street South Garage			12	12	100%	11	92%	12	100%	11	92%	12	100%	12	100%	
5th Avenue Parkway			43	37	86%	41	95%	37	86%	43	100%	43	100%	41	95%	
5th Avenue Parkway Lot			20	17	85%	20	100%	19	95%	20	100%	20	100%	18	90%	
6th Ave. & Park St. Lot			63	24	38%	55	87%	48	76%	48	76%	63	100%	57	90%	
Community Center Lot			31	27	87%	17	55%	16	52%	20	65%	26	84%	19	61%	
8th Ave. & 8th St. Lot			84	32	38%	37	44%	29	35%	26	31%	21	25%	15	18%	
3rd Avenue	North	6th & 7th	4	0	0%	0	0%	0	0%	0	0%	4	100%	3	75%	
3rd Avenue	South	6th & 7th	3	0	0%	1	33%	1	33%	1	33%	3	100%	3	100%	
3rd Avenue	North	7th & 8th	6	0	0%	0	0%	0	0%	0	0%	6	100%	4	67%	
3rd Avenue	South	7th & 8th	6	0	0%	1	17%	0	0%	3	50%	6	100%	5	83%	
4th Avenue	North	6th & 7th	6	6	100%	6	100%	6	100%	6	100%	6	100%	6	100%	
4th Avenue	North	7th & 8th	11	6	55%	8	73%	9	82%	8	73%	11	100%	11	100%	
4th Avenue	South	7th & 8th	7	4	57%	7	100%	6	86%	7	100%	7	100%	7	100%	
4th Avenue	North	8th & 9th	5	2	40%	5	100%	5	100%	4	80%	5	100%	5	100%	
4th Avenue	South	8th & 9th	2	2	100%	3	150%	3	150%	2	100%	3	150%	2	100%	
5th Avenue	North	3rd & 4th	16	7	44%	15	94%	14	88%	10	63%	15	94%	15	94%	
5th Avenue	South	3rd & W. Lake Dr.	23	13	57%	20	87%	22	96%	21	91%	23	100%	22	96%	
5th Avenue	North	4th & 5th	17	9	53%	15	88%	15	88%	12	71%	17	100%	17	100%	
5th Avenue	North	5th & 6th	17	10	59%	15	88%	15	88%	16	94%	17	100%	17	100%	
5th Avenue	South	W. Lake Dr. & E. Lake Dr.	23	9	39%	17	74%	21	91%	19	83%	23	100%	22	96%	
5th Avenue	North	6th & 8th	24	22	92%	22	92%	24	100%	23	96%	24	100%	24	100%	Does not include valet area in front of Inn on 5th (5 spaces)
5th Avenue	South	E. Lake Dr. & Park St.	10	9	90%	10	100%	10	100%	10	100%	10	100%	10	100%	
5th Avenue	South	Park St. & 8th St.	16	15	94%	14	88%	16	100%	14	88%	16	100%	15	94%	
5th Avenue	North	8th & 9th	4	2	50%	4	100%	4	100%	4	100%	4	100%	4	100%	
5th Avenue	South	8th & 9th	7	5	71%	5	71%	6	86%	6	86%	7	100%	7	100%	
Cambier Park Way	South	Park St. & 8th St.	32	32	100%	32	100%	32	100%	31	97%	32	100%	32	100%	Spaces along the park
6th Avenue	South	8th & 9th	15	4	27%	12	80%	11	73%	12	80%	15	100%	13	87%	
7th Avenue	North	8th & 9th	12	12	100%	12	100%	9	75%	11	92%	8	67%	8	67%	
7th Avenue	South	8th & 9th	14	12	86%	12	86%	10	71%	9	64%	9	64%	9	64%	
8th Avenue	North	Park St. & 8th St.	16	14	88%	14	88%	7	44%	9	56%	15	94%	8	50%	Spaces along the tennis courts
3rd Street	West	5th & 6th	7	4	57%	7	100%	7	100%	5	71%	7	100%	7	100%	
3rd Street	West	6th & 7th	8	3	38%	6	75%	6	75%	3	38%	5	63%	5	63%	
3rd Street	West	7th & 8th	10	3	30%	3	30%	4	40%	0	0%	2	20%	2	20%	
4th Street	East	4th & 5th	3	2	67%	3	100%	2	67%	0	0%	0	0%	0	0%	Valet area after 4-5pm
4th Street	West	4th & 5th	3	1	33%	3	100%	3	100%	3	100%	3	100%	3	100%	
W. Lake Drive	East	5th & 6th	2	0	0%	2	100%	2	100%	2	100%	2	100%	2	100%	
W. Lake Drive	West	5th & 6th	3	2	67%	2	67%	2	67%	0	0%	0	0%	0	0%	Valet area after 4-5pm
E. Lake Drive	West	5th & 6th	6	4	67%	6	100%	4	67%	6	100%	6	100%	6	100%	
5th Street	East	4th & 5th	8	3	38%	2	25%	5	63%	4	50%	8	100%	8	100%	
5th Street	West	4th & 5th	6	1	17%	4	67%	2	33%	4	67%	6	100%	6	100%	Spaces removed due to construction fencing
6th Street	East	3rd & 4th	14	5	36%	10	71%	9	64%	8	57%	14	100%	14	100%	
6th Street	West	3rd & 4th	11	4	36%	9	82%	7	64%	8	73%	11	100%	11	100%	
6th Street	East	4th & 5th	10	9	90%	10	100%	10	100%	10	100%	10	100%	10	100%	
6th Street	West	4th & 5th	10	9	90%	8	80%	9	90%	8	80%	9	90%	9	90%	
7th Street	East	3rd & 4th	8	5	63%	6	75%	5	63%	8	100%	8	100%	8	100%	
7th Street	West	3rd & 4th	11	4	36%	8	73%	8	73%	11	100%	10	91%	7	64%	
8th Street	East	3rd & 4th	9	2	22%	8	89%	4	44%	7	78%	9	100%	8	89%	
8th Street	West	3rd & 4th	6	0	0%	5	83%	4	67%	6	100%	6	100%	5	83%	
8th Street	East	4th & 5th	7	5	71%	6	86%	5	71%	7	100%	7	100%	6	86%	
8th Street	West	4th & 5th	6	4	67%	6	100%	6	100%	5	83%	6	100%	6	100%	
8th Street	East	5th & 6th	5	5	100%	5	100%	5	100%	3	60%	5	100%	5	100%	
8th Street	West	5th & 6th	3	3	100%	3	100%	3	100%	3	100%	3	100%	3	100%	
8th Street	East	6th & 7th	6	5	83%	5	83%	5	83%	4	67%	6	100%	6	100%	
8th Street	West	6th & 7th	39	36	92%	34	87%	37	95%	35	90%	39	100%	34	87%	Spaces along the park
8th Street	East	7th & 8th	13	12	92%	10	77%	10	77%	5	38%	13	100%	12	92%	
9th Street	West	5th & 6th	4	0	0%	4	100%	3	75%	3	75%	4	100%	3	75%	
Park Street	East	5th & 6th	4	3	75%	4	100%	4	100%	4	100%	4	100%	4	100%	
Park Street	West	5th & 6th	9	9	100%	8	89%	8	89%	9	100%	9	100%	9	100%	
Park Street	East	6th & 8th	43	34	79%	34	79%	41	95%	22	51%	43	100%	32	74%	Spaces along the park
TOTAL SPACES			1,502	724	48%	981	65%	1,050	70%	1,045	70%	1,297	86%	1,168	78%	61%

Appendix: Utilization Survey Summary, Saturday, February 4th, 2017

Facility/Street Segment	Side of Street	b/w	Inventory	10AM	%	12PM	%	2PM	%	4PM	%	6PM	%	Peak Hour		10PM	%	Notes
														8PM	%			
8th Street South Garage			340	90	26%	197	58%	227	67%	212	62%	329	97%	335	99%	256	75%	
6th Avenue South Garage			339	46	14%	199	59%	197	58%	151	45%	220	65%	314	93%	231	68%	
Next to 8th Street South Garage			12	7	58%	9	75%	11	92%	12	100%	12	100%	12	100%	11	92%	
5th Avenue Parkway			43	19	44%	22	51%	17	40%	37	86%	43	100%	42	98%	37	86%	
5th Avenue Parkway Lot			20	9	45%	17	85%	16	80%	15	75%	20	100%	20	100%	18	90%	
6th Ave. & Park St. Lot			63	-	-	-	-	-	-	-	-	-	-	48	76%	54	86%	"Women's Club Only" during the day
Community Center Lot			31	15	48%	31	100%	21	68%	8	26%	3	10%	3	10%	3	10%	
8th Ave. & 8th St. Lot			84	22	26%	52	62%	31	37%	26	31%	19	23%	17	20%	12	14%	
3rd Avenue	North	6th & 7th	4	3	75%	2	50%	0	0%	0	0%	1	25%	4	100%	2	50%	
3rd Avenue	South	6th & 7th	3	1	33%	2	67%	0	0%	0	0%	4	133%	3	100%	1	33%	
3rd Avenue	North	7th & 8th	6	3	50%	1	17%	0	0%	0	0%	5	83%	6	100%	3	50%	
3rd Avenue	South	7th & 8th	6	4	67%	0	0%	0	0%	3	50%	7	117%	5	83%	3	50%	
4th Avenue	North	6th & 7th	6	3	50%	5	83%	5	83%	6	100%	6	100%	6	100%	6	100%	
4th Avenue	North	7th & 8th	11	7	64%	7	64%	11	100%	11	100%	11	100%	11	100%	11	100%	
4th Avenue	South	7th & 8th	7	4	57%	7	100%	6	86%	7	100%	7	100%	7	100%	7	100%	
4th Avenue	North	8th & 9th	5	5	100%	4	80%	4	80%	0	0%	5	100%	5	100%	5	100%	
4th Avenue	South	8th & 9th	2	0	0%	0	0%	1	50%	0	0%	2	100%	2	100%	2	100%	
5th Avenue	North	3rd & 4th	16	3	19%	13	81%	11	69%	13	81%	15	94%	15	94%	15	94%	
5th Avenue	South	3rd & W. Lake Dr.	23	7	30%	22	96%	21	91%	21	91%	22	96%	22	96%	21	91%	
5th Avenue	North	4th & 5th	17	11	65%	15	88%	15	88%	14	82%	16	94%	16	94%	15	88%	
5th Avenue	North	5th & 6th	17	13	76%	15	88%	17	100%	15	88%	17	100%	17	100%	17	100%	
5th Avenue	South	W. Lake Dr. & E. Lake Dr.	23	9	39%	23	100%	20	87%	18	78%	22	96%	22	96%	22	96%	
5th Avenue	North	6th & 8th	24	22	92%	22	92%	23	96%	24	100%	24	100%	24	100%	24	100%	Does not include valet area in front of Inn on 5th (5 spaces)
5th Avenue	South	E. Lake Dr. & Park St.	10	10	100%	10	100%	9	90%	9	90%	10	100%	10	100%	10	100%	
5th Avenue	South	Park St. & 8th St.	16	16	100%	16	100%	15	94%	15	94%	16	100%	16	100%	16	100%	
5th Avenue	North	8th & 9th	4	3	75%	4	100%	4	100%	4	100%	4	100%	4	100%	4	100%	
5th Avenue	South	8th & 9th	7	2	29%	6	86%	7	100%	7	100%	7	100%	7	100%	7	100%	
Cambier Park Way	South	Park St. & 8th St.	32	32	100%	32	100%	32	100%	32	100%	32	100%	32	100%	32	100%	Spaces along the park
6th Avenue	South	8th & 9th	15	8	53%	11	73%	14	93%	5	33%	14	93%	13	87%	10	67%	
7th Avenue	North	8th & 9th	12	12	100%	11	92%	6	50%	5	42%	8	67%	11	92%	10	83%	
7th Avenue	South	8th & 9th	14	14	100%	11	79%	11	79%	3	21%	1	7%	13	93%	12	86%	
8th Avenue	North	Park St. & 8th St.	16	13	81%	16	100%	14	88%	7	44%	8	50%	7	44%	6	38%	Spaces along the tennis courts
3rd Street	West	5th & 6th	7	7	100%	7	100%	7	100%	7	100%	7	100%	7	100%	7	100%	
3rd Street	West	6th & 7th	8	5	63%	6	75%	6	75%	5	63%	8	100%	7	88%	7	88%	
3rd Street	West	7th & 8th	10	5	50%	4	40%	4	40%	6	60%	9	90%	9	90%	9	90%	
4th Street	East	4th & 5th	3	0	0%	3	100%	3	100%	1	33%	0	0%	0	0%	0	0%	Valet area after 4-5pm
4th Street	West	4th & 5th	3	0	0%	3	100%	3	100%	3	100%	3	100%	3	100%	3	100%	
W. Lake Drive	East	5th & 6th	2	0	0%	2	100%	1	50%	2	100%	2	100%	2	100%	2	100%	
W. Lake Drive	West	5th & 6th	3	0	0%	3	100%	1	33%	1	33%	0	0%	0	0%	0	0%	Valet area after 4-5pm
E. Lake Drive	West	5th & 6th	6	5	83%	5	83%	5	83%	4	67%	6	100%	6	100%	6	100%	
5th Street	East	4th & 5th	8	1	13%	6	75%	6	75%	3	38%	6	75%	6	75%	7	88%	
5th Street	West	4th & 5th	6	2	33%	3	50%	5	83%	4	67%	5	83%	5	83%	5	83%	Spaces removed due to construction fencing
6th Street	East	3rd & 4th	14	5	36%	11	79%	10	71%	5	36%	14	100%	14	100%	13	93%	
6th Street	West	3rd & 4th	11	9	82%	9	82%	7	64%	7	64%	11	100%	11	100%	11	100%	
6th Street	East	4th & 5th	10	8	80%	9	90%	10	100%	9	90%	10	100%	10	100%	10	100%	
6th Street	West	4th & 5th	10	9	90%	10	100%	10	100%	8	80%	10	100%	10	100%	10	100%	
7th Street	East	3rd & 4th	8	6	75%	6	75%	4	50%	7	88%	7	88%	7	88%	7	88%	
7th Street	West	3rd & 4th	11	7	64%	7	64%	9	82%	10	91%	10	91%	10	91%	9	82%	
8th Street	East	3rd & 4th	9	2	22%	5	56%	5	56%	2	22%	8	89%	8	89%	7	78%	
8th Street	West	3rd & 4th	6	1	17%	4	67%	6	100%	5	83%	6	100%	6	100%	6	100%	
8th Street	East	4th & 5th	7	6	86%	7	100%	6	86%	7	100%	7	100%	7	100%	7	100%	
8th Street	West	4th & 5th	6	5	83%	5	83%	5	83%	5	83%	6	100%	6	100%	6	100%	
8th Street	East	5th & 6th	5	4	80%	5	100%	5	100%	5	100%	5	100%	5	100%	5	100%	
8th Street	West	5th & 6th	3	2	67%	3	100%	2	67%	3	100%	3	100%	3	100%	3	100%	
8th Street	East	6th & 7th	6	5	83%	5	83%	6	100%	5	83%	7	117%	7	117%	6	100%	
8th Street	West	6th & 7th	39	38	97%	39	100%	38	97%	36	92%	37	95%	34	87%	27	69%	Spaces along the park
8th Street	East	7th & 8th	13	4	31%	12	92%	9	69%	0	0%	7	54%	11	85%	11	85%	
9th Street	West	5th & 6th	4	0	0%	3	75%	4	100%	4	100%	4	100%	4	100%	2	50%	
Park Street	East	5th & 6th	4	4	100%	4	100%	4	100%	4	100%	3	75%	4	100%	4	100%	
Park Street	West	5th & 6th	9	9	100%	9	100%	9	100%	9	100%	9	100%	9	100%	9	100%	
Park Street	East	6th & 8th	43	42	98%	43	100%	43	100%	35	81%	41	95%	25	58%	27	63%	Spaces along the park
TOTAL SPACES			1,502	604	40%	1,020	68%	999	67%	882	59%	1,160	77%	1,305	87%	1,109	74%	

	1 Hour	2 Hours	3 Hours	4 Hours	5 Hours	6 Hours	7 Hours	Total Cars	Parked Hours	Average Duration
9th to 8th	2	2	0	0	0	0	0	4	6	1.5
North	2	0	1	0	0	0	0	3	7	2.3
	2	1	1	0	0	0	0	4	7	1.8
	4	0	1	0	0	0	0	5	7	1.4
8th to 6th	5	1	0	0	0	0	0	6	7	1.2
North	2	2	0	0	0	0	0	4	6	1.5
	1	0	0	1	0	0	0	2	5	2.5
	0	0	0	0	0	1	0	1	6	6.0
	7	0	0	0	0	0	0	7	7	1.0
	5	1	0	0	0	0	0	6	7	1.2
	3	2	0	0	0	0	0	5	7	1.4
	0	0	1	1	0	0	0	2	7	3.5
	5	0	0	0	0	0	0	5	5	1.0
	2	2	0	0	0	0	0	4	6	1.5
	0	0	0	0	0	0	1	1	7	7.0
	0	0	0	0	0	0	1	1	7	7.0
	1	0	2	0	0	0	0	3	7	2.3
	1	0	0	0	0	1	0	2	7	3.5
	1	1	1	0	0	0	0	3	6	2.0
	5	1	0	0	0	0	0	6	7	1.2
	2	1	1	0	0	0	0	4	7	1.8
	1	0	0	0	0	1	0	2	7	3.5
	1	1	1	0	0	0	0	3	6	2.0
	3	0	0	0	0	0	0	3	3	1.0
	2	1	1	0	0	0	0	4	7	1.8
	2	0	0	1	0	0	0	3	6	2.0
	1	3	0	0	0	0	0	4	7	1.8
	5	1	0	0	0	0	0	6	7	1.2
6th to 5th	3	0	1	0	0	0	0	4	6	1.5
North	2	1	1	0	0	0	0	4	7	1.8
	4	0	1	0	0	0	0	5	7	1.4
	0	0	0	0	0	0	1	1	7	7.0
	2	1	1	0	0	0	0	4	7	1.8
	3	2	0	0	0	0	0	5	7	1.4
	2	0	0	0	0	0	0	2	2	1.0
	0	1	0	0	1	0	0	2	7	3.5
	1	3	0	0	0	0	0	4	7	1.8
	3	2	0	0	0	0	0	5	7	1.4
	3	0	0	0	0	0	0	3	3	1.0
	3	1	0	0	0	0	0	4	5	1.3
	1	0	1	0	0	0	0	2	4	2.0
	1	0	0	0	1	0	0	2	6	3.0
	2	0	1	0	0	0	0	3	5	1.7
	3	0	1	0	0	0	0	4	6	1.5
	4	1	0	0	0	0	0	5	6	1.2
5th to 4th	3	2	0	0	0	0	0	5	7	1.4
North	1	0	1	0	0	0	0	2	4	2.0
	2	0	0	1	0	0	0	3	6	2.0
	4	1	0	0	0	0	0	5	6	1.2
	4	0	0	0	0	0	0	4	4	1.0
	4	1	0	0	0	0	0	5	6	1.2
	3	1	0	0	0	0	0	4	5	1.3
	1	3	0	0	0	0	0	4	7	1.8
	1	1	0	0	0	0	0	2	3	1.5
	0	1	0	0	1	0	0	2	7	3.5

Appendix: 5th Avenue Turnover and Duration Survey Summary, Friday, February 3rd, 2017 (cont.)

	1 Hour	2 Hours	3 Hours	4 Hours	5 Hours	6 Hours	7 Hours	Total Cars	Parked Hours	Average Duration
3rd to W. Lake Dr.	1	2	0	0	0	0	0	3	5	1.7
South	1	1	0	0	0	0	0	2	3	1.5
	2	2	0	0	0	0	0	4	6	1.5
	2	1	0	0	0	0	0	3	4	1.3
	0	1	1	0	0	0	0	2	5	2.5
	4	0	1	0	0	0	0	5	7	1.4
	1	1	1	0	0	0	0	3	6	2.0
	2	0	0	1	0	0	0	3	6	2.0
	5	0	0	0	0	0	0	5	5	1.0
	2	1	1	0	0	0	0	4	7	1.8
	0	0	1	0	0	0	0	1	3	3.0
	7	0	0	0	0	0	0	7	7	1.0
	1	3	0	0	0	0	0	4	7	1.8
	4	0	0	0	0	0	0	4	4	1.0
	2	2	0	0	0	0	0	4	6	1.5
	4	1	0	0	0	0	0	5	6	1.2
	4	1	0	0	0	0	0	5	6	1.2
	1	1	1	0	0	0	0	3	6	2.0
	3	0	0	1	0	0	0	4	7	1.8
	3	2	0	0	0	0	0	5	7	1.4
	3	2	0	0	0	0	0	5	7	1.4
	3	2	0	0	0	0	0	5	7	1.4
	1	0	0	0	0	1	0	2	7	3.5
W. Lake Dr. to E. Lake Dr.	0	0	0	0	0	1	0	1	6	6.0
South	4	1	0	0	0	0	0	5	6	1.2
	0	1	1	0	0	0	0	2	5	2.5
	3	2	0	0	0	0	0	5	7	1.4
	3	0	0	0	0	0	0	3	3	1.0
	2	2	0	0	0	0	0	4	6	1.5
	1	0	0	0	1	0	0	2	6	3.0
	3	0	0	0	0	0	0	3	3	1.0
	3	1	0	0	0	0	0	4	5	1.3
	2	1	0	0	0	0	0	3	4	1.3
	4	0	0	0	0	0	0	4	4	1.0
	5	1	0	0	0	0	0	6	7	1.2
	2	2	0	0	0	0	0	4	6	1.5
	7	0	0	0	0	0	0	7	7	1.0
	1	0	0	1	0	0	0	2	5	2.5
	0	0	0	0	0	0	1	1	7	7.0
	3	0	0	0	0	0	0	3	3	1.0
	2	1	0	0	0	0	0	3	4	1.3
	1	0	1	0	0	0	0	2	4	2.0
	0	1	1	0	0	0	0	2	5	2.5
	2	0	1	0	0	0	0	3	5	1.7
	5	1	0	0	0	0	0	6	7	1.2
	5	1	0	0	0	0	0	6	7	1.2
E. Lake Dr. to Park St.	4	0	1	0	0	0	0	5	7	1.4
South	4	0	1	0	0	0	0	5	7	1.4
	4	1	0	0	0	0	0	5	6	1.2
	2	1	1	0	0	0	0	4	7	1.8
	3	2	0	0	0	0	0	5	7	1.4
	0	0	0	0	0	1	0	1	6	6.0
	2	1	1	0	0	0	0	4	7	1.8
	7	0	0	0	0	0	0	7	7	1.0
	1	0	2	0	0	0	0	3	7	2.3
	0	0	0	0	0	0	1	1	7	7.0
Park St. to 8th	0	1	0	0	1	0	0	2	7	3.5
South	0	2	1	0	0	0	0	3	7	2.3
	0	0	0	0	0	0	1	1	7	7.0
	0	1	0	1	0	0	0	2	6	3.0
	0	0	1	1	0	0	0	2	7	3.5
	0	0	0	0	0	0	1	1	7	7.0
	1	1	1	0	0	0	0	3	6	2.0
	4	1	0	0	0	0	0	5	6	1.2
	2	2	0	0	0	0	0	4	6	1.5
	5	1	0	0	0	0	0	6	7	1.2
	5	1	0	0	0	0	0	6	7	1.2
	2	0	0	1	0	0	0	3	6	2.0
	3	0	1	0	0	0	0	4	6	1.5
	4	1	0	0	0	0	0	5	6	1.2
	1	1	1	0	0	0	0	3	6	2.0
	4	0	1	0	0	0	0	5	7	1.4
8th to 9th	4	1	0	0	0	0	0	5	6	1.2
South	1	1	0	0	0	0	0	2	3	1.5
	6	0	0	0	0	0	0	6	6	1.0
	2	1	0	0	0	0	0	3	4	1.3
	4	1	0	0	0	0	0	5	6	1.2
	2	0	1	0	0	0	0	3	5	1.7
	0	0	0	0	0	0	1	1	7	7.0
								575	926	1.6
								Turnover	3.7	

Appendix: 5th Avenue Turnover and Duration Survey Summary, Saturday, February 4th, 2017

	1 Hour	2 Hours	3 Hours	4 Hours	5 Hours	6 Hours	7 Hours	Total Cars	Parked Hours	Average Duration
9th to 8th	1	0	2	0	0	0	0	3	7	2.3
North	5	0	0	0	0	0	0	5	5	1.0
	4	1	0	0	0	0	0	5	6	1.2
	3	0	1	0	0	0	0	4	6	1.5
8th to 6th	3	0	1	0	0	0	0	4	6	1.5
North	1	2	0	0	0	0	0	3	5	1.7
	5	1	0	0	0	0	0	6	7	1.2
	5	1	0	0	0	0	0	6	7	1.2
	5	1	0	0	0	0	0	6	7	1.2
	1	0	0	0	0	0	0	1	1	1.0
	1	3	0	0	0	0	0	4	7	1.8
	2	0	1	0	0	0	0	3	5	1.7
	2	0	1	0	0	0	0	3	5	1.7
	1	0	0	0	0	1	0	2	7	3.5
	3	2	0	0	0	0	0	5	7	1.4
	3	2	0	0	0	0	0	5	7	1.4
	4	1	0	0	0	0	0	5	6	1.2
	4	1	0	0	0	0	0	5	6	1.2
	3	0	0	1	0	0	0	4	7	1.8
	2	1	1	0	0	0	0	4	7	1.8
	4	1	0	0	0	0	0	5	6	1.2
	5	1	0	0	0	0	0	6	7	1.2
	4	1	0	0	0	0	0	5	6	1.2
	2	1	1	0	0	0	0	4	7	1.8
	1	1	0	1	0	0	0	3	7	2.3
	3	2	0	0	0	0	0	5	7	1.4
	5	1	0	0	0	0	0	6	7	1.2
	1	0	0	0	0	1	0	2	7	3.5
6th to 5th	3	2	0	0	0	0	0	5	7	1.4
North	3	1	0	0	0	0	0	4	5	1.3
	5	1	0	0	0	0	0	6	7	1.2
	3	0	0	1	0	0	0	4	7	1.8
	2	0	0	0	1	0	0	3	7	2.3
	2	1	1	0	0	0	0	4	7	1.8
	3	2	0	0	0	0	0	5	7	1.4
	5	0	0	0	0	0	0	5	5	1.0
	1	3	0	0	0	0	0	4	7	1.8
	2	2	0	0	0	0	0	4	6	1.5
	5	1	0	0	0	0	0	6	7	1.2
	0	0	0	0	0	1	0	1	6	6.0
	2	1	1	0	0	0	0	4	7	1.8
	0	3	0	0	0	0	0	3	6	2.0
	3	2	0	0	0	0	0	5	7	1.4
	1	0	0	1	0	0	0	2	5	2.5
	1	1	1	0	0	0	0	3	6	2.0
5th to 4th	4	0	1	0	0	0	0	5	7	1.4
North	1	1	0	1	0	0	0	3	7	2.3
	3	0	1	0	0	0	0	4	6	1.5
	2	1	1	0	0	0	0	4	7	1.8
	2	0	1	0	0	0	0	3	5	1.7
	2	0	0	1	0	0	0	3	6	2.0
	4	0	0	0	0	0	0	4	4	1.0
	3	1	0	0	0	0	0	4	5	1.3
	2	0	0	1	0	0	0	3	6	2.0
	3	0	1	0	0	0	0	4	6	1.5
	3	1	0	0	0	0	0	4	5	1.3
	1	0	0	0	0	1	0	2	7	3.5
	0	0	0	0	0	1	0	1	6	6.0
	3	1	0	0	0	0	0	4	5	1.3
	4	0	1	0	0	0	0	5	7	1.4
	3	2	0	0	0	0	0	5	7	1.4
	4	1	0	0	0	0	0	5	6	1.2
4th to 3rd	1	1	0	0	0	0	0	2	3	1.5
North	4	1	0	0	0	0	0	5	6	1.2
	4	0	0	0	0	0	0	4	4	1.0
	0	0	0	1	0	0	0	1	4	4.0
	1	2	0	0	0	0	0	3	5	1.7
	4	1	0	0	0	0	0	5	6	1.2
	1	1	1	0	0	0	0	3	6	2.0
	2	0	0	0	0	0	0	2	2	1.0
	4	1	0	0	0	0	0	5	6	1.2
	4	0	0	0	0	0	0	4	4	1.0
	4	0	0	0	0	0	0	4	4	1.0
	2	2	0	0	0	0	0	4	6	1.5
	2	2	0	0	0	0	0	4	6	1.5
	3	1	0	0	0	0	0	4	5	1.3
	3	0	0	0	0	0	0	3	3	1.0
	3	1	0	0	0	0	0	4	5	1.3

Appendix: 5th Avenue Turnover and Duration Survey Summary, Saturday, February 4th, 2017 (cont.)

	1 Hour	2 Hours	3 Hours	4 Hours	5 Hours	6 Hours	7 Hours	Total Cars	Parked Hours	Average Duration
3rd to W. Lake Dr.	2	2	0	0	0	0	0	4	6	1.5
South	1	1	1	0	0	0	0	3	6	2.0
	2	1	0	0	0	0	0	3	4	1.3
	3	1	0	0	0	0	0	4	5	1.3
	2	2	0	0	0	0	0	4	6	1.5
	3	0	1	0	0	0	0	4	6	1.5
	4	0	1	0	0	0	0	5	7	1.4
	3	0	0	1	0	0	0	4	7	1.8
	6	0	0	0	0	0	0	6	6	1.0
	2	0	0	1	0	0	0	3	6	2.0
	2	0	0	1	0	0	0	3	6	2.0
	2	0	1	0	0	0	0	3	5	1.7
	3	1	0	0	0	0	0	4	5	1.3
	2	0	1	0	0	0	0	3	5	1.7
	4	1	0	0	0	0	0	5	6	1.2
	4	0	1	0	0	0	0	5	7	1.4
	2	1	0	0	0	0	0	3	4	1.3
	1	1	1	0	0	0	0	3	6	2.0
	1	1	1	0	0	0	0	3	6	2.0
	4	1	0	0	0	0	0	5	6	1.2
	2	0	1	0	0	0	0	3	5	1.7
	1	0	0	0	1	0	0	2	6	3.0
	6	0	0	0	0	0	0	6	6	1.0
W. Lake Dr. to E. Lake Dr.	1	0	0	0	1	0	0	2	6	3.0
South	1	0	0	0	0	0	0	1	1	1.0
	4	1	0	0	0	0	0	5	6	1.2
	3	0	1	0	0	0	0	4	6	1.5
	0	1	1	0	0	0	0	2	5	2.5
	3	0	1	0	0	0	0	4	6	1.5
	1	2	0	0	0	0	0	3	5	1.7
	1	1	0	0	0	0	0	2	3	1.5
	1	2	0	0	0	0	0	3	5	1.7
	1	1	1	0	0	0	0	3	6	2.0
	2	2	0	0	0	0	0	4	6	1.5
	2	2	0	0	0	0	0	4	6	1.5
	4	1	0	0	0	0	0	5	6	1.2
	4	1	0	0	0	0	0	5	6	1.2
	5	1	0	0	0	0	0	6	7	1.2
	2	1	1	0	0	0	0	4	7	1.8
	2	0	0	0	1	0	0	3	7	2.3
	2	2	0	0	0	0	0	4	6	1.5
	3	0	0	1	0	0	0	4	7	1.8
	6	0	0	0	0	0	0	6	6	1.0
	2	2	0	0	0	0	0	4	6	1.5
	4	1	0	0	0	0	0	5	6	1.2
	2	2	0	0	0	0	0	4	6	1.5
E. Lake Dr. to Park St.	2	1	1	0	0	0	0	4	7	1.8
South	3	2	0	0	0	0	0	5	7	1.4
	3	0	1	0	0	0	0	4	6	1.5
	6	0	0	0	0	0	0	6	6	1.0
	4	0	1	0	0	0	0	5	7	1.4
	5	1	0	0	0	0	0	6	7	1.2
	3	2	0	0	0	0	0	5	7	1.4
	5	1	0	0	0	0	0	6	7	1.2
	2	1	1	0	0	0	0	4	7	1.8
	0	0	0	0	0	0	1	1	7	7.0
Park St. to 8th	4	3	0	0	0	0	0	7	10	1.4
South	0	0	0	0	0	1	0	1	6	6.0
	2	1	1	0	0	0	0	4	7	1.8
	2	2	0	0	0	0	0	4	6	1.5
	1	1	0	1	0	0	0	3	7	2.3
	7	0	0	0	0	0	0	7	7	1.0
	5	1	0	0	0	0	0	6	7	1.2
	1	3	0	0	0	0	0	4	7	1.8
	1	1	0	1	0	0	0	3	7	2.3
	4	0	0	1	0	0	0	5	8	1.6
	2	2	0	0	0	0	0	4	6	1.5
	3	0	0	1	0	0	0	4	7	1.8
	2	0	0	0	0	0	0	2	2	1.0
	5	1	0	0	0	0	0	6	7	1.2
	5	1	0	0	0	0	0	6	7	1.2
	3	2	0	0	0	0	0	5	7	1.4
8th to 9th	1	2	0	0	0	0	0	3	5	1.7
South	2	0	0	1	0	0	0	3	6	2.0
	0	1	0	1	0	0	0	2	6	3.0
	1	1	0	1	0	0	0	3	7	2.3
	0	0	0	0	0	1	0	1	6	6.0
	1	0	0	0	1	0	0	2	6	3.0
	0	0	0	0	0	0	1	1	7	7.0
								614	943	1.5
								Turnover	3.9	

SAMPLE
REPORT

Technical Memorandum

St. Augustine Parking Plan Mobility Plan Phase 2

Attn: George Kramer, AICP, LEED AP
S&ME

Submitted November 9, 2017 by

DESMAN
Design Management

Christian Luz, P.E.
David Taxman, P.E.

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954.526.6464

TECHNICAL MEMORANDUM

TO: George M. Kramer, AICP, LEED AP
S&ME

FROM: Christian Luz, P.E., AICP

November 9, 2017

DATE: St. Augustine Parking Plan – Mobility Plan Phase 2

RE: St. Augustine, Florida

Introduction

DESMAN Inc. (DESMAN) has been retained to develop a Parking Plan and financial analysis of recommendations for the City of St. Augustine (St. Augustine) parking system as part of the Downtown St. Augustine Mobility Plan Phase 2. Initially, a series of parking/management best practices were developed as part of Phase 1 of the Mobility Study. The Phase 1 analysis also included parking inventory and occupancy counts which were conducted between Saturday, July 2nd and Monday, July 4th, 2016 to capture the parking demand related to significant events like the 4th of July weekend. It is understood that the occupancy counts do not reflect the typical peak weekday/weekend parking demand, which would be during the winter or spring months. Information gathered and learned from the Phase 1 portion of the Downtown St. Augustine Mobility Plan was applied as part of Phase 2.

The development of a Parking Plan as part of Phases 1 and 2 of the Mobility Plan is a starting point to forming a comprehensive Parking Plan for the City of St. Augustine that is effectively vetted by the community and stakeholders. It is suggested that additional community meetings are conducted to assess how these recommendations are received by the public. Once a finalized parking plan framework has been established an implementation strategy with next steps and parties responsible for championing each effort should be identified.

One of the major overarching goals of the Mobility Plan is to reduce vehicle trips and parking demand in the Downtown to create a more pedestrian-friendly, less congested and safe community. Parking management strategies are identified that will help to support the City's desire for improved mobility and complements a coordinated system of transportation options for the City of St. Augustine. Recommendations were developed in unison with Phase 2 of the Mobility Plan and reflect feedback from the community, financial needs, as well as economic development and transportation goals.

St. Augustine is a City of 13,000 residents, but hosts approximately six million visitors per year. Residents include people that live in St. John's County as they frequent the Downtown. Due to this influx of visitors during weekends and events there tends to be a much greater demand for parking during these periods. The other major user of Downtown parking are employees and residents. The recommendations provided herein describe a parking strategy unique to each of the three main users: visitors, employees and residents for weekdays and weekends. In order to achieve this goal, the following parking strategies

were identified for residents, visitors, and employees and include adaptations for peak periods (i.e. weekends and events).

1. Residents

The City will seek to provide affordable and reliable parking to residents within the Downtown year-round. During peak periods residents will be encouraged to avoid the Historic Downtown Garage (prioritized for visitors), via access to Downtown surface lots exclusive to County residents. Neighborhood street parking should be reserved for residents in the City and their guests.

2. Employees

The City will seek to provide affordable and reliable parking to employees, year-round. During peak periods, the Garage will be prioritized for visitors and exclusive parking arrangements for employees will be provided in convenient locations within the City. Employees should be discouraged from parking on neighborhood streets.

3. Visitors

The City will seek to provide affordable and reliable parking to visitors, year-round. During peak periods, policies will encourage the use of the Garage and other parking options located on the periphery of the Downtown. Visitors should be discouraged from parking in neighborhoods.

Downtown Parking System

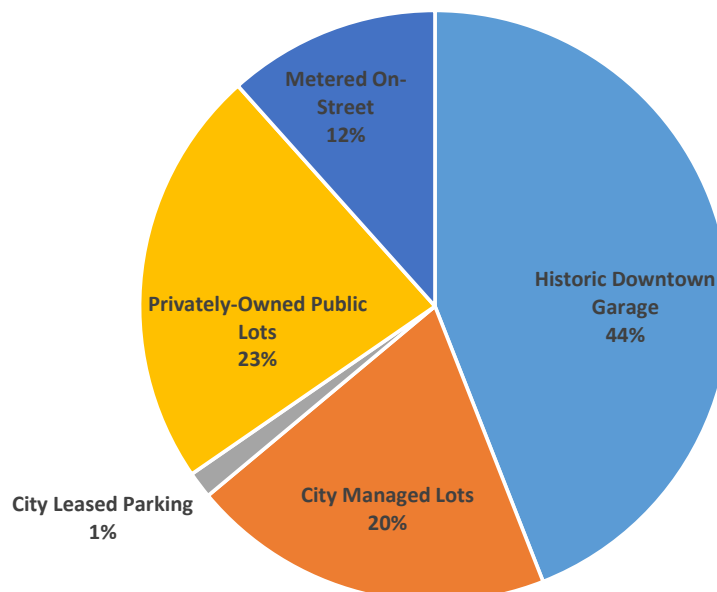
An analysis was conducted of the public parking inventory and utilization within the Downtown area of St. Augustine to understand how the parking system is used today and if parking management strategies or additional capacity is necessary to support demand. Counts were only performed during the summer months of the entire parking system. However, year-round counts of the Historic Downtown Garage (Garage) were provided.

Parking Inventory

There are approximately 2,600 on- and off-street spaces available to the public in Downtown St. Augustine. Of these 2,600 spaces, the City owns or leases 1,705 spaces in the Downtown, which includes both on- and off-street parking. This includes 149 spaces located in the Lightner and Granada lots which serve City employees during weekdays, but offer free weekend and weekday evening parking (after 6 PM). The majority of the City-owned public parking is located in the Garage, which has 1,148 spaces. There are another 310 on-street metered spaces in the Downtown area. The majority of public parking is located off-street in parking facilities.

There are almost 600 privately-owned spaces available to the public in the Downtown. Approximately, 100 of these privately-owned public spaces are only available to the public during weekday evenings and on weekends. **Figure 1** shows a breakdown of the parking inventory in St. Augustine. **Figure 2** shows a map of the Downtown parking system, which includes City managed off-street parking, reserved/private off-street parking, on-street residential parking permit areas, time restricted on-street parking, and unrestricted on-street parking.

Figure 1 – Breakdown of Downtown Parking



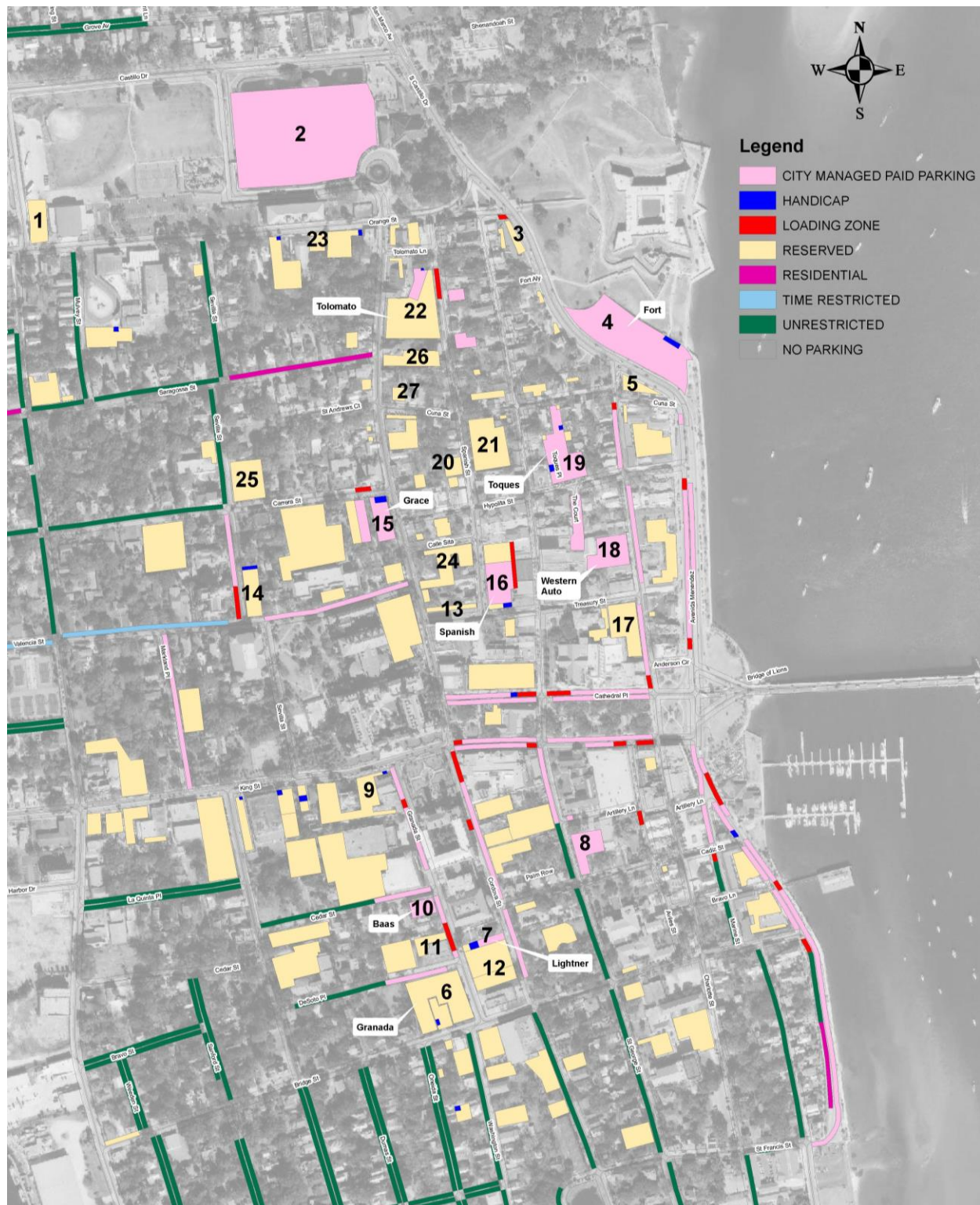
The City manages approximately 77% of the pay public parking available in the Downtown. The City owns and manages the majority of public parking in St. Augustine, which gives them a strong control over the market. The Garage makes up approximately 44% of all public parking Downtown. Approximately 23% of public parking is located in privately-owned public parking lots. Some of these privately-owned public lots are not open during typical weekdays and only provide public parking during peak periods (i.e. weekends and events). The on-street metered areas consists of 12% of public parking.

Parking Occupancy

Parking occupancy counts were performed by the Project Team over 4th of July weekend in 2016, between Saturday, July 2, 2016 and Monday, July 4, 2016 for both the on-street metered and off-street public parking areas in Downtown St. Augustine as part of Phase 1 of the Mobility Study. Another parking occupancy count of the off-street public parking areas was performed on Saturday, June 24, 2017 as part of Phase 2. These counts included an analysis of both City and privately-owned public parking facilities. The data was collected during a typical summer weekend, which experiences less visitors than the winter and spring months. The entire public off-street parking system was found to be 80% occupied and the City-owned facilities were 81% occupied.

A small sample of parking occupancy counts were conducted of the entire Downtown, as counts were performed only during the 4th of July weekend in 2016 and a Saturday in late June 2017. Additional counts of the entire parking system would be helpful in understanding the seasonality of parking demand. However, substantial Garage counts were conducted by the City, which includes peak counts every day between 2014 and May 2017. Also, turnover counts of the Garage were performed every hour between 8:00 AM and 10:00 PM during a weekend (July 15, 2017) and weekday (July 19, 2017) in July to understand the average length of stay of vehicles. Overall, this is adequate information to understand how the system is being utilized and make management/operation recommendations. However, additional counts should be conducted if a feasibility study is performed for a future parking facility.

Figure 2 – Downtown St. Augustine On-Street and Off-Street Parking Areas



Source: City of St. Augustine, Parking Division

Table 1 shows the summary of the peak on- and off-street parking occupancy during each day. The off-street parking inventory varies day-to-day as additional privately-owned public parking facilities are made available based on demand (i.e. weekday versus weekend).

Table 1 – Peak On-Street and Off-Street Parking Occupancy

Date	<u>Off-Street</u>		<u>On-Street</u>		<u>Overall</u>	
	Time	Peak Occ.	Time	Peak Occ.	Time	Peak Occ.
Saturday, 7/2/16	6:00 PM	71%	6:00 PM	96%	6:00 PM	74%
Sunday, 7/3/16	2:00 PM	83%	6:00 PM	91%	2:00 PM	84%
Monday, 7/4/16	6:00 PM	92%	6:00 PM	64%	6:00 PM	89%
Saturday, 6/24/17	3:00 PM	80%	NA		NA	

Note: On-street parking areas were blocked off on Monday, July 4, 2016 causing a lower on-street parking occupancy (i.e. 64%)

The on-street areas typically had a higher occupancy than the off-street parking areas. Note that the on-street peak parking occupancy was low on Monday, July 4th because a number of streets with on-street parking were closed to the public to support commercial vehicles related to the 4th of July festivities. As mentioned, the on-street areas typically had higher occupancies than the off-street areas, but the on-street inventory only accounts for approximately 12% of the total public parking areas Downtown. The peak occupancy of the City-owned off-street parking facilities closely matched the total occupancy of the public parking system. Overall, the peak parking occupancy ranged between 74% and 89%.

When a parking system reaches an occupancy of 85% it becomes difficult for a user to locate an available parking space, which can lead to extensive circulation, traffic congestion, and user frustration. Consequently, a target occupancy rate of 85% is typically adopted as it represents the “practical capacity” of a parking system. Based on an 85% target occupancy, the parking system exceeded its practical capacity during peak periods on the 4th of July weekend. As a result, patrons and visitors to the Downtown were parking at off-site park-and-ride facilities, on-street in residential neighborhoods and in private restricted parking lots.

In addition to parking occupancy counts performed by the Project Team, the City has been tracking daily utilization of the Garage, which has seen an increase in the number of times per year where it becomes full. Below is a summary of the times per year the Garage has reached capacity:

- 2014 – 23 days
- 2015 – 30 days
- 2016 – 40 days
- 2017 – 28 days between January and May (5 months)

The Garage typically reaches capacity during the weekends or a Downtown event but typically only for an hour or two. During these periods of Garage closure people are directed to use the St. John’s County School District parking lot. This shows that specific parking supply solutions are needed during weekends and events Downtown for surge parking periods.

Below is a summary of the parking occupancy analysis:

- Parking demand has seasonal fluctuations (i.e. higher demand during winter and spring months) due to tourist activity;
- Parking demand is greater during the weekends in comparison to typical weekdays;
- On-street metered parking is operating over capacity during weekends and close to capacity on typical weekdays;
- The off-street parking system has substantial capacity during weekdays, especially in the Garage; but regularly reaches capacity during peak season weekends and on events, and
- The parking system is dependent on privately-owned parking facilities to support demand.

DESMAN recommends the City begin to consider strategies to reduce parking demand and additional parking options to support future demand during weekends and holidays/events Downtown. Further detail regarding this recommendation is discussed later in this report.

Stakeholder Meetings

As part of the process of understanding the parking issues in the City, stakeholder meetings were conducted with the leadership from each of the nine neighborhood associations, City staff, the Grace Church and Western Auto parking lot owners, the Historic St. Augustine Area Council, and Flagler College.

A summary of the primary issues discussed during these meetings is provided below:

Neighborhood Associations

- There is an overflow of employees, National Guard and visitors parking on residential streets;
- There is inadequate parking required for new (re)development projects as defined in the City's Zoning requirements;
- There is an approval of the process to establish a residential parking permit area;
- There is support of a shuttle/trolley circulator serving off-site/periphery parking;
- There is poor enforcement on neighborhood streets;
- There is concern regarding summer rental parkers in residential permit parking areas; and
- There is support for a designated shuttle lane along San Marco Avenue north of Downtown.

City Staff

- There is strong consideration for a demand-based pricing approach to parking;
- There is the feeling that the implementation of a space availability signage system in the Garage as well as dynamic wayfinding signage along the street network would improve parking/traffic conditions;
- There is the need to define a convenient, safe and affordable employee parking plan in the Downtown;
- There should be discounted or free Downtown parking for residents;

- There should be a marketing strategy to promote and advertise any changes to the parking system; and
- There should be a shuttle/trolley circulator serving off-site/periphery parking.

Owners of Grace Church and Western Auto Parking Lots

- The Grace Church and Western Auto Lots are currently leased by the City on a monthly basis;
- The revenue is split 50/50 between the owner and the City for parking revenue generated between Monday through Friday, 8 AM to 5 PM from pay-stations at the two lots;
- The City is responsible for maintaining the pay-stations and enforcement;
- The parking rate after 5 PM on weekdays and on weekends in the Grace Church lot is a flat rate of \$10; and
- The City is concerned that these parking lots could be removed from public use and developed, which would eliminate a public parking resource.

Historic St. Augustine Area Council

- The St. Augustine Art Association located on the southern part of Downtown (22 Marine Street) has minimal parking options and relies on parking in the Trinity Episcopal Church lot at a discounted rate of \$5;
- The Council is concerned that privately-owned parking lots that offer public parking could be developed;
- The Council is concerned that there is a lack of short-term parking options Downtown;
- The Council is in favor of the implementation of a Downtown shuttle that services hotels and periphery parking;
- The Council feels there is not adequate parking in the Downtown and would like more public parking options; and
- The Council is open to the creation of a Tax-Increment Finance (TIF) District to finance a parking facility.

Flagler College

- Flagler College has a total of approximately 800 surface spaces on campus and 551 spaces in a new garage;
- Flagler College students previously had the option to park in the City Downtown Garage with their student parking permit (\$180 total for Fall and Spring semesters);
- Flagler College is planning on offering public parking during events in their new 551 space garage west of the Downtown on Malaga Street; and
- Flagler College is open to developing a shared parking agreement with the City where pay public parking would be offered in Flagler parking facilities during Flagler's off-peak periods.

Summary of Stakeholder Comments

There is no silver bullet that is going to solve all the parking issues and satisfy everyone in St. Augustine. However, the goal is for consensus building among the variety of constituents and improve parking

conditions for all users. It is important to identify where there is common ground among stakeholders. Based on feedback received, stakeholders agree on the following issues:

- Implementation of shuttle/trolley service Downtown that circulates the area and connects peripheral parking facilities,
- Need for additional parking,
- Development of an employee parking plan that reduces utilization of on-street metered and neighborhood parking,
- Providing discounted/free parking Downtown for residents to support economic development,
- Traffic and parking issues are primarily only during events and on weekends,
- Need to improve wayfinding signage,
- Flat fee rate in the Garage deters residents and short-term parkers, and

This report addresses the issues listed above and a number of other issues identified from conversations with City staff and the Mobility Study Project Team, including:

- Parking rate structure,
- On-street parking management,
- Parking technology,
- Employee parking solution,
- Resident parking, and
- Future parking needs.

Parking Rate Structure, Enforcement Hours and Time Restrictions

Due to the high tourist activity, there is a need to provide substantial parking for visitors. The City has taken on this challenge by constructing and managing the Garage, parking lots and on-street meters, which has placed a substantial management and capital expense on the City. The parking system is primarily financed through parking fees.

Parking rates, enforcement hours and time restrictions should be designed to effectively manage demand and change people's habits to match the City's transportation and economic development goals. Issues that can be improved with a well-designed rate structure, enforcement hours and time restrictions, include:

- Incentivize utilization of garage during off-peak periods;
- Distribute demand evenly across parking system,
- Encourage turnover on-street,
- Make on-street parking available to short-term parkers (i.e. less than 2 hours),
- Reduce traffic caused from vehicles circling Downtown in search of on-street parking,
- Promote a "Park Once" strategy that helps reduce vehicle trips, and
- Encourage the use of alternative modes of transportation.

Existing Rates, Enforcement Hours and Time Restrictions

Table 2 shows the existing parking rates, enforcement hours and time restrictions in the Downtown City and privately-owned public parking system. For visitors the Garage has a flat fee upon entry of \$12 and parking on-street or in a City lot is \$1.50 per hour. Based on the existing rate structure, it would require a visitor to park for 8 hours on-street or in a lot for it to be cost effective to park in the Garage.

St. John's County residents can purchase a ParkNow card. The ParkNow card is a prepaid debit card that allows discounted parking in all municipal parking facilities and on-street. This program was started in 2007 and has seen growth every year since. Overall, parking is discounted for County residents who choose to use a ParkNow card.

Employees can park in the Garage at a rate of \$32 per month, which is substantially discounted compared to the regular or ParkNow card rates. The Garage is the most financially attractive monthly permit parking option compared to the City lots (\$53 per month) or privately-owned lots (\$100 to \$125 per month).

On-street parking is enforced between 8:00 AM and 5:00 PM, but the Garage is enforced until 9:00 PM. A person would need to begin parking on-street at 9:00 AM to require paying for 8 hours of parking. Also, on-street parking and lots are enforced until 5:00 PM, and free on Sunday and Federal holidays. However, the Garage is enforced until 9:00 PM every day of the year. Both the parking rates and enforcement hours make the on-street parking more affordable and attractive for both short and long-term parkers compared to parking in the Garage.

Table 2 – Parking Rates, Enforcement Hours and Time Restrictions

Parking Type	Regular	ParkNow	Period	Permit/ Monthly	Enforcement Hours	Time Restriction
On-Street ¹	\$1.50	\$0.50	Hourly	-	Monday - Saturday, 8 AM - 5 PM	3 Hours
City Managed Lots	\$1.50	\$0.50	Hourly	\$53.00	Monday - Saturday, 8 AM - 5 PM	4 Hours
Garage	\$12.00	\$3.00	Daily	\$32.00	Monday - Sunday, 7 AM - 9 PM	NA
Privately-Owned Lots ²	\$5.00	-	2 Hours	-	24/7	NA
Privately-Owned Lots	\$10 - \$20	-	Daily	\$100 - \$125	Varies	NA

¹ Free on federal holidays and 10 AM - 5 PM, Monday - Saturday around Plaza (i.e. King Street/Cathedral Place)

² Includes Spanish Lot and lot at Spanish/Hypolita.

The existing rate structure and enforcement hours makes it advantageous to park on-street or in a City parking lot versus the Garage. This was verified based on the counts as the on-street parking was greater than 90% occupied during the July 2nd (Saturday) and 3rd (Sunday) counts, and the City lots were mostly full. However, the Garage was 70% occupied on July 2nd and 86% occupied on July 3rd.

Typically visitors use the Garage as this is where they are directed through signage, and residents and employees tend to look for more convenient parking on-street or in lots. On-street parking is considered the most convenient and attractive parking asset in a Downtown community and should serve high-priority, short-term parkers (i.e. business patrons, diners, etc.). Also, the Garage has a flat-fee (\$12) which only encourages long-term parkers. However, there is substantial parking capacity in the Garage during typical weekdays, which could effectively serve short-term parkers.

Suggested Parking Rates, Enforcement Hours and Time Restrictions

The two main considerations in developing an effective rate structure are the time period (i.e. weekday or weekend) and user (i.e. visitor, resident, or employee). There is a substantial difference in parking demand between weekdays and weekends/events. Based on Garage occupancy counts, the Garage is substantially less utilized during a typical weekday compared to a typical weekend or event. Parking rates in the Garage should reflect this change in demand to help promote use of the Garage during typical weekdays.

In order to incentivize use of the Garage, reduce unnecessary traffic circulation by parkers looking for a space and to make on-street metered parking more available to short-term users the following rate and enforcement changes are suggested:

- Extend on-street metered and parking lot enforcement hours from 5:00 PM to 9:00 PM and charge on Sunday,
- Charge for on-street parking on Sunday from 12:00 PM to 9:00 PM,
- Increase the on-street hourly rate to be greater than off-street if parked for 4 hours or more,
- Offer discounted weekday parking in the Garage,
- Offer a discounted evening rate in the Garage on typical days (i.e. enter after 7:00 PM and leave before 7:00 AM),
- Vary the cost of parking in the lots based on demand,
- Charge visitors for parking in the Granada Lot and all of the Lightner Lot, and
- Maintain discounted and some free parking for residents.

Table 3 shows the suggested parking rate structure in the Garage, lots and on-street. It is suggested the Garage is enforced 24/7, which will require new parking access and control equipment to make it automated. This will be discussed later in the report. The on-street parking and lots should be enforced between 8:00 AM and 9:00 PM Monday thru Saturday, and between 12:00 PM to 9:00 PM on Sunday. The financial impact of the suggested rate changes are discussed later in the report.

A demand-based parking rate strategy was developed which models rates based on parking demand in order to help spread demand evenly across the system. The rate strategy addresses both residents/visitors/employees and weekday/weekends. Since the demand is greater on weekends a higher rate is suggested, including a flat rate in the Garage. However, an hourly rate of \$2.00 up to five hours should be implemented.

Parking lots located in high pedestrian areas and that are well utilized (i.e. Fort Lot, Toques Lot, and Western Auto Lot) should be priced higher than other parking lots (i.e. Tolomato, Baas, Grace, and Lightner). To encourage residents to visit the Downtown discounted parking should continue to be

provided, including two-hour free parking in the Garage on weekdays and free parking in the Granada and Lightner lots. On-street parking should be priced higher than the Garage for long-term parkers (i.e. three hours or more).

Table 3 – Suggested Parking Rate Structure

Parking Area	Weekday		Weekend/Event		Evening Rate	
	Regular	ParkNow	Regular	ParkNow	Regular	ParkNow
Garage ¹	\$2/hr, \$15 max (4+ hrs)	2 hrs free, \$3 max (2+ hrs)	\$15 flat fee	\$4 flat fee	\$5.00	\$3.00
On-Street Meters	\$3.00/hr	\$1.00/hr	\$4.00/hr	\$2.00/hr	NA	NA
Fort Lot	\$3.00/hr	\$1.00/hr	\$4.00/hr	\$2.00/hr	NA	NA
Toques	\$3.00/hr	\$1.00/hr	\$4.00/hr	\$2.00/hr	NA	NA
Western Auto	\$3.00/hr	\$1.00/hr	\$4.00/hr	\$2.00/hr	NA	NA
Tolomato	\$3.00/hr	\$1.00/hr	\$4.00/hr	\$2.00/hr	NA	NA
Bass	\$2.00/hr	\$0.50/hr	\$3.00/hr	\$1.00/hr	NA	NA
Grace	\$2.00/hr	\$0.50/hr	\$3.00/hr	\$1.00/hr	NA	NA
Lightner ²	\$2.00/hr	Free	\$3.00/hr	Free	NA	Free
Granada ²	\$2.00/hr	Free	\$3.00/hr	Free	NA	Free

¹ Evening rate for entering after 7 PM and leaving before 7 AM

² Granada and Lightner lots are free to ParkNow card holders (i.e. residents)

It is suggested that during typical weekdays the Garage should offer a graduated hourly rate scale to help incentivize utilization. However, during the weekends a flat rate should be implemented as the Garage is consistently reaching capacity. Due to the high utilization in the Garage a rate increase to a daily rate of \$15.00 is suggested.

Sunday is considered a peak period of activity based on Stakeholder comments and the parking occupancy counts. It is suggested that the on- and off-street meters charge for parking on Sunday. The enforcement hours should start after 12:00 PM to allow relief for people going to religious services Sunday morning.

The indirect impact of these parking rate adjustments should attract people to use the Garage, which will help reduce traffic from vehicles circulating the Downtown looking for on-street parking and reduce vehicle/pedestrian conflicts. It should also reduce employees and long-term parkers from parking on-street and in City managed lots. As a result, on-street parking and City lots should be more available to short-term parkers (i.e. business patrons, diners and visitors).

Currently, the Granada and a portion of the Lightner City lots (total of approximately 150 spaces) offer free public parking after 6:00 PM on weekdays and all day on weekends. These spaces fill up fairly quickly and were being utilized for valet parking by the adjacent Casa Monica Hotel. It is suggested that these lots are continued to be made available for free public parking during weekday evenings and weekends, but only to St. Augustine residents registered in the discounted parking program. This will help incentivize residents to patronize the Downtown businesses. However, it is suggested that the City begin to charge for parking in the Granada lot and all areas of the Lightner lot during weekday evenings

(6:00 PM to 9:00 PM) and weekends (8:00 AM and 9:00 PM) for anyone not registered in the discounted parking program (i.e. ParkNow). This would require installing additional pay stations at these lots. Assuming a total of four pay-stations are needed, the cost would be approximately \$40,000.

On-street parking should continue to offer a discounted rate for residents registered in the ParkNow card program to provide them incentive to continue to patronize the Downtown. However, the on-street rate should remain high enough to incentivize long-term resident parkers to use the Garage.

Parking Technology

The type of technology applied in a parking system can help achieve the defined goals for the system, including: management efficiency, customer convenience, and financial sustainability. Parking technology upgrades were considered for the Garage, lots, on-street meters, and enforcement.

Historic Downtown Garage

The Garage is currently selling parking at a flat fee with cashiers at the entrances and free flow exit. As discussed previously, it is suggested that the City implement a graduated hourly rate scale during weekdays. It is also suggested that the City implement an automated parking access and revenue control system (PARCS). Automated PARCS technology has the benefit of providing cost savings by eliminating staffing expenses, creating additional income by requiring paid parking 24/7, allowing easy changes to the rate structure, providing improved revenue control, and by increasing convenience to parkers. On-site staff in the Garage for customer service and security is still recommended, but it would not be as much staff and they could concentrate on more customer service issues instead of just collecting parking fees.

Currently, the Garage closes at 9:00 PM and there is no charge after hours, which reduces the revenue potential of the facility and allows abuse of multi-day parking. A parker could park for multiple days, but only pay one daily rate (i.e. \$12), or park for free if they were to enter after 9:00 PM. With an automated, gated system pay parking could be easily enforced 24/7 and abuse from people storing their vehicles for multiple days without paying the appropriate rate could be eliminated.

The suggested PARC system would include pay-on-foot stations, pay-in-lane machines, ticket dispensers, license plate recognition (LPR) cameras and gates. The system would be capable of serving transient (daily), resident (ParkNow), and permit (monthly) parkers.

Transient Parkers - Pay-on-Foot and Pay-in-Lane

Pay-on-Foot (POF)

With a POF system, hourly and daily customers would obtain a parking ticket from a ticket dispenser as they enter the garage. They would take the parking ticket with them and insert it into a centrally located cashiering station that calculates the parking fee before returning to their vehicle to leave the garage. It is suggested that the POF machines accept cash, credit cards, debit cards, and validations, and can return change when appropriate. It is



suggested that a POF machine is located on each level next to the elevator bays and that two are located on the ground level.

The patron would pay the parking fee based on the length of stay and the machine issues a ticket to exit the parking facility. The patron inserts the issued ticket into a lag-time exit verifier and the parking barrier gate opens if the fee has been paid. This method of operation has a service rate of approximately 360 vehicles per hour (vph) at the vehicle exit when patrons pay in advance of exiting based on vendor specifications. However, the processing of exiting vehicles from a parking facility tends to be more dependent on exterior traffic conditions. During a large event where there is mass exiting traffic from the Garage, it is suggested that flat fee payment upon entry and free flow exit is implemented to help improve traffic conditions and reduce queuing/delays.

The key to the success of a POF system is to get the parking patron to take their ticket with them. This message can be conveyed with signage and audibly at the ticket dispenser. It is also important to locate pay stations in prominent locations that are preferably along pedestrian paths. A POF system should be coupled with Pay-in-Lane (PIL) stations.

Pay-in-Lane (PIL)

With a PIL system, a patron is issued a ticket from a ticket dispenser upon entry. When exiting, the ticket is fed by the patron into a machine at the exit lane that calculates the amount owed. It is suggested that the PIL system only accept credit card, debit card or validations. Once payment is received the exit gate opens and the patron can exit.

In order to effectively implement a PIL system staff may be needed at the exit points to assist with any issues regarding people not understanding how to use the system or addressing any issues with the technology. However, ideally a parker has prepaid for their parking at a POF station which requires proper placement of stations and appropriate signage throughout the facility.

The primary advantages of POF and PIL is the presence of parking barrier gates and no need for enforcement and no revenue leakage. The primary disadvantage is the cost of the equipment.

Validation

The Historic Downtown Garage used to offer validated coupons to businesses. Businesses could then offer validated parking to their visitors/clients. Validation coupons could be purchased from the City by local businesses at a discounted rate of \$6.00 per day. The coupon book cost \$150.00 and included 25 coupons. However, this program was discontinued.

It is suggested that the City offer a validation program for local businesses. The installed POF and PIL machines should support “chaser” validation tickets that would credit a portion or the entire cost of parking. The Parking Division should market these validation coupons to local businesses and post on the City’s website and in the Garage which businesses offer parking validation. This would allow businesses the opportunity to provide discounted parking for customers to help generate business. Businesses should have the ability to determine the amount of the validation coupon.

Permit and Resident Parking – License Plate Recognition Camera

It is suggested that license plate recognition (LPR) equipment is installed at one entrance and one exit lane of the Garage to allow access for permit (monthly) and resident (ParkNow) parkers. With an LPR camera system a permit parker and resident would register their vehicle with the City by their license plate number. The LPR camera would read the license plate automatically upon entry and exit. This has a fast processing time and high level of convenience. This system could replace the ParkNow card in the Garage. It is suggested that an LPR camera system is only implemented in one entry and one exit lane to help reduce costs. Adequate signage would be needed to inform permit parkers and registered residents where to enter and exit the facility in order to eliminate confusion. Since they are regular users of the Garage it shouldn't be an issue as long as they are informed in advance and directed with signage upon entering and exiting the Garage.

It is estimated that this type of automated PARC system with gates, PIL, POF and LPR for the Garage would cost approximately \$270,000 to implement, which includes new barrier gates at each of the seven lanes. This would eliminate the need for cashiers at the three entrance lanes. However, it is suggested that there is still at least one employee in the Garage at all times for customer service and that security is still present.

On-Street and Off-Street Lots

The on- and off-street system includes a mix of pay-and-display stations (Parkeon) and single space meters (MacKay). The pay-stations accept credit card, cash (\$1 bills), coin and ParkNow card payment. The single space meters accept only coin and ParkNow card payment.

The existing system has limitations. The single-space meters only accept coin and ParkNow card payment, which is not user-friendly and requires a labor intensive collection process. The pay-and-display machines require enforcement personnel to check every vehicle windshield to identify a pay ticket.

It is suggested that pay-by-plate stations are implemented both on-street and in the City lots. A pay-by-plate pay-station requires the user to enter in their license plate number when purchasing parking. The license plate number is used by enforcement to verify payment. Pay-by-plate has a number of advantages including not requiring a user to return to their vehicle to put the parking ticket on their dash and it allows enforcement using LPR cameras. With this type of system enforcement personnel can simply drive through the streets and lots and automatically identify if a vehicle has paid. It can also identify if the vehicle has any unpaid parking tickets.



It is suggested that signage is posted on-street and in City lots informing patrons that they need to know their license plate number to pay for parking. Also, a marketing effort with flyers, postings on social

media, the City's website, and outreach to businesses should be implemented to effectively inform the public about changes to the meters.

It is estimated to upgrade the existing 39 pay-station machines to pay-by-plate and install an additional 30 machines to replace existing single space meters it would cost approximately \$370,000.

Along with this new on- and off-street system it is suggested that a mobile payment option is offered. Parkeon offers a mobile payment platform called Woosh which is free to the City, but places a \$0.35 surcharge on the user per transaction. This system provides an additional customer-friendly form of payment and allows people to extend their parking time remotely to help avoid parking fines.

Enforcement Technology

Currently, the City uses handheld computers for enforcement, which can be labor intensive since it requires walking the streets to identify a vehicle in violation. As stated previously, it is suggested that the City implement an enforcement system using LPR cameras. In addition to enforcing metered on- and off-street spaces, residential permit parking areas can also be enforced using LPR camera technology. A virtual parking permit system would allow residents to register their license plate number as part of the residential parking permit program. This can also apply to visitors/guests of residents who are purchasing daily or weekly passes.



There are a number of advantages associated with a virtual parking permit system with LPR enforcement, including:

- Enforcement efficiency,
- Every vehicle is easily checked for compliance,
- Cost savings from not needing parking permits,
- Eliminates need to issue physical permits,
- Automatic identification of scofflaws,
- Ability to analyze data to improve parking services and better manage enforcement routes, and
- Potential to implement system for both parking permits (monthly) and at meters (transient).

This type of enforcement system would require software and an online platform, two LPR enforcement vehicles, and approximately three enforcement handhelds. It is estimated that this type of system would cost approximately \$130,000 to implement and ongoing annual costs of approximately \$45,000. This cost estimate does not include purchasing a new enforcement vehicle, only the LPR cameras.

Space Availability and Wayfinding Signage

The Garage reached capacity for a few hours (i.e. peak periods) 40 days in 2016 and 28 days between January and May of 2017. The goal with signage is to effectively inform patrons that the



Garage has reached capacity and to direct them to another parking facility. To implement a simple space counting system in the Garage it would cost approximately \$20,000. The implementation of four dynamic wayfinding signs along A1A (2 signs), San Marco Avenue (1 sign), and Cathedral Place would cost approximately \$40,000.

Due to efforts by the City and the Historic Architecture Review Board to preserve the historic nature of the Downtown there may be some pushback with installing parking guidance signs in the Historic District. Thus, dynamic wayfinding signage may only be permitted along A1A.

Due to the design of the Garage, it can be difficult to locate a space and require drivers to circulate each level, which adds traffic, reduces user convenience, creates more vehicle/pedestrian conflicts, and causes increased greenhouse gas emissions. The implementation of an automated parking guidance system (APGS) would help direct drivers to the most conveniently available space in the facility. This type of system employs dynamic wayfinding signage, parking availability signage and lights over the spaces to show their availability and the type of space (i.e. ADA). This type of system ranges in price between \$300 and \$550 per space depending on if it's a non-camera based or camera based system. Thus, installing an APGS in the Garage could cost between approximately \$350,000 and \$630,000. In addition to wayfinding and space availability information, a camera based system can also provide the following amenities:

- Parking space finder,
- Enhanced security, and
- Premium space pricing.

Both a camera based and non-camera based APGS allows the utilization of a mobile application showing real-time space availability in the Garage. Since the majority of the visitors to the Downtown are tourists, a mobile application is not very effective in showing where available parking is located. Instead, dynamic signage posted along the street network directing drivers where to park is the best strategy to get people parked efficiently.

Enforcement Practices

All on-street parking and municipal parking lots are patrolled by enforcement staff Monday through Saturday from 8:00 AM to 5:00 PM. On-street parking is not enforced between 8:00 AM and 10:00 AM around the Plaza de la Constitution, Charlotte Street to Cordova Street, between King Street and Cathedral Place. Enforcement personnel are City employees and are managed by the City's Customer Service Supervisor. There are a total of two full-time and two part-time enforcement personnel. Parking fines are \$25.00 for an expired meter and increases by \$10.00 if the recipient has not paid within 15 days. The City has recently started using updated Cardinal Tracking handheld parking enforcement equipment with wireless internet and picture capabilities.

The following changes to parking enforcement are suggested for the City of St. Augustine:

- It is suggested that the on-street meters and parking lots are enforced until 9:00 PM Monday through Sunday to prevent employees and long-term parkers from using on-street spaces.

- The Garage should be enforced 24/7 during typical weekdays and weekends and the gates should remain down.
- Only on large events (i.e. 4th of July) should parking be charged upon entry and the gates opened to allow vehicles to exit quickly to help prevent extensive delays.
- Fifteen minutes of free parking should be provided in the Garage for all users, at all times, to prevent issues with vehicles unable to locate a space and be forced to pay upon exiting.
- LPR enforcement technology should be applied for the metered areas with pay-by-plate pay-stations, which will improve the efficiency of enforcement.
- Virtual parking permits should be used for the residential parking permit program, which would also allow enforcement with LPR vehicles.
- Proper signage should be provided that inform/educate visitors of the local parking/traffic regulations.

Employee Parking Solution

Based on observations and parking occupancy counts, it is believed that employees are parking on neighborhood streets with no restrictions around the Downtown and at metered areas both on- and off-street during the evenings. This is causing congestion in residential areas and reducing the number of short-term parking areas available to visitors and residents. With the implementation of residential permit parking areas around the Downtown and extended meter enforcement hours (until 9:00 PM, 7 days a week), employees will lose some of their more attractive parking options due to convenience and price. It is suggested that a solution is developed to effectively support Downtown employees.

Employee parking should be provided in off-street parking areas on the periphery in order to prevent employees from using convenient, short-term parking areas intended for visitors and patrons to the Downtown. Currently, the Garage offers monthly parking permits at a rate of \$32 per month or \$300 for the year. This is a relatively low rate that equates to approximately \$1.60 per day, assuming 20 work days per month and a rate of \$32 per month. Approximately 260 permits are sold in the Garage today. It is suggested that permit parking continue to be offered in the Garage on weekdays, but that another parking option is offered on weekends and event days. This will free up space in the Garage on weekends and events to help prevent it from reaching capacity.

It is suggested that another parking option is offered to monthly parkers during weekends and events. The City currently is permitted to use the St. John's County School District lot when the school is out of session or there is an event on Francis Field. This parking lot is located adjacent to the Garage on Orange Street and has approximately 124 spaces. It is suggested that a shared parking agreement is established that would allow the City to manage the lot during the evenings and weekends year-round. The lot should be used to serve monthly, permit parkers during weekends and large events when the Garage tends to reach capacity. Parking restriction signs could be posted informing people their vehicle needs to be out by Monday morning or it will be towed to prevent any conflict with school parking needs.

Another option is to develop a shared parking agreement with Flagler College to allow the use of the Flagler Garage located on Malaga Street between Oviedo Street and Valencia Street. Shuttle service should be provided to and from the Flagler Garage and Downtown area (i.e. Plaza) to create a safe and

convenient employee parking option. Also, providing a circulator shuttle around the Downtown from the Garage will incentivize use of the Garage by employees.

The Flagler Garage is convenient for employees arriving from the west, north and south of the Downtown. However, for employees arriving from the east (Anastasia Island) this parking facility is not convenient as it requires traversing the Downtown. Also, there are substantial traffic and delays crossing the Bridge of Lions. An off-site parking option east of the Bridge of Lions should be offered on weekends with shuttle service. This parking facility could serve both visitors and employees. Additional discussion regarding the implementation of off-site parking with shuttle service is provided later in the report.

Resident Parking Downtown

Currently, St. Johns County residents are offered the option to purchase a ParkNow Card for a one-time fee of \$2.50, which allows cardholders discounted parking in the Garage (\$3.00 flat fee) and at metered areas both on- and off-street (\$0.50 per hour). During Stakeholder meetings it was communicated that the ParkNow card is not widely used and is fairly inconvenient since it can only be recharged with value at the Financial Services Center or Visitor Information Center. However, residents and the business community feel providing discounted parking for residents is a great incentive and helps spur economic development.

As discussed previously under the “Parking Rate Structure, Enforcement Hours, and Time Restrictions” section, it is suggested that discounted parking for residents continue with some rate adjustments to help incentivize residents to use the Garage and parking lots located on the periphery. Two hours of free parking should be provided in the Garage for residents registered in the discounted program. This would incentivize residents to use the Garage.

Free parking for residents registered in the discounted program should be offered in the Granada and Lightner lots. Also, if shared parking agreements can be developed with Flagler College, free parking should be offered in Flagler College parking facilities for residents registered in the discounted program. Providing free parking options will incentivize residents to come Downtown and patronize the local businesses.

Under the “Parking Technology” section it was recommended that a virtual parking permit system, pay-by-plate meters, and LPR cameras in the Garage be implemented. This technology could replace the current ParkNow card system, which is not well utilized and is found to be inconvenient. This technology would allow residents to go online and register their vehicles plate and add value to their account. At pay-stations residents would have to enter their license plate number to take advantage of the discounted rate. Enforcement staff could use LPR camera enabled vehicles which automatically identify if a vehicle paid for parking based on the license plate.

Residential Permit Parking Program

The Neighborhood Association indicated that employees and visitors to the Downtown are parking in residential areas. There was also a concern that it would be difficult to establish residential permit

parking in areas where owners are renting out their property (i.e. Airbnb, summer rentals, etc.). A resident needs to show that they reside within the City limits by providing either a voter registration or a utility bill. This documentation is required to vote for or against a residential permit program in their area, and to apply for a residential parking permit.

Five areas in St. Augustine are designated as residential permit parking (RPP). In order to park in these spaces a resident would have to obtain a residential parking permit at a cost of \$30.00 per year. Residential permit parking is enforced from 7:00 AM to 7:00 PM, seven days a week. A driver's license, vehicle registration, and a proof of residency is required to obtain a permit. Residents can also purchase a weekly guest permit for \$10.00 and an annual service permit for \$30.00. A vehicle registration and the guests license is required to obtain a guest parking permit.

As stated in the St. Augustine Zoning Code, the creation of a residential permit parking area requires a majority (60%) of the residents of a residential area to submit a petition to the City Manager. The City would then have to perform surveys/observations to determine that the residential area is at least 70% utilized at peak periods and that at least 25% of the vehicles are non-residents. Also, if an undue number of commuter vehicles are parked in a residential area regularly between the hours of 7:00 PM and 6:00 AM for purposes unrelated to residential uses.

The five RPP areas in the City include:

- 23 spaces on the west side of Avenida Menendez between Bridge Street and Francis Street,
- 12 spaces on the north side of Saragossa Street between Cordova Street and Sevilla Street,
- 4 spaces on Water Street between Shenandoah Street and Joiner Street,
- 2 spaces on Joiner Street east of Water Street, and
- 19 spaces on the north side of Saragossa Street between Riberia Street and Ponce de Leon Blvd. (US 1).

The majority of non-resident vehicles parked in residential areas during a typical, non-event day are Downtown employees. Some of the employees use an alternative form of transportation (i.e. bike, skateboard, etc.) to travel between their vehicle and work. The majority of the residential streets outside the Downtown area are free, unrestricted parking, which incentivizes an employee or visitor to park in these areas.

The following are recommendations regarding the residential permit program:

- Implement a virtual residential parking permit system that would be based on a resident's license plate and allow them to register online.
- Increase enforcement in residential parking permit areas and implement LPR enforcement.
- Implement a virtual guest parking permit system that would allow residents to register their guest's vehicles online for a defined time period.
- Limit number of residential permits issued per household (i.e. 3 permits).
- Increase the cost of each additional residential permit issued per household (i.e. \$30 1st permit, \$50 2nd permit, \$75 3rd permit, \$100 4th permit).
- Charge for guest permit parking on a daily basis (i.e. 24-hours) at a rate of \$2 per day or \$10 for the week.

- Require home owners to provide proof of residency (i.e. utility bill or voter registration) prior to voting for the establishment of a residential parking permit program.
- Issue adequate marketing materials when voting on residential parking permit program and to inform residents of the policies and procedures once a RPP is established.
- Do not reserve spaces for specific residents, but make all spaces in a RPP area available to any resident with the proper RPP.
- Create a separate RPP area within a three-block radius of the Downtown to prevent residents from other RPP areas from driving and parking in these areas when traveling Downtown.
- Hours of enforcement for residential permit parking should be between 5 PM and 12 AM Monday thru Friday and from 10 AM to 12 AM Saturday, Sunday and holidays.

The reason for limiting non-residents from parking in residential areas during the evening (i.e. 5:00 PM to 12:00 AM) on weekdays is because the peak parking period for employees and the Downtown is during the day. Residential parking peaks during the evenings when people are home from work and daily activities. This allows the principles for shared parking to work. Also, it may become costly to find a solution to support all employee parkers during the afternoon when the Downtown parking system is operating at capacity. During the day on-street parking in residential areas can provide a solution for periphery parking for employees. During the evenings, there is excess parking capacity among the public parking facilities.

As discussed previously, it would cost approximately \$130,000 to implement a virtual parking permit system with two LPR vehicles and an annual cost of \$46,000. The residential parking permit program currently only generates \$6,500 annually for 60 spaces, which equates to approximately \$108 per space annually. The RPP is not a substantial revenue generator and is not financially sustainable, so must be supported by other revenues.

Future Parking Facilities

Based on the stakeholder meetings, we heard from both residents and business owners that there is a need for additional parking. However, there seemed to be differing opinions regarding the preferred location. Business owners would like to see a new parking facility Downtown and residents would like to have employees and visitors shuttled from an off-site/periphery parking location.

There are a number of parking lots in the Downtown located in areas that are difficult to access without traversing narrow, high-pedestrian streets, including: Toques, Western Auto, Tolomato and Spanish. This can create vehicle-pedestrian conflicts and reduce the attractiveness of the Downtown. Also, these lots are not serving their highest and best use as parking lots. These parking lot locations would be best served as a development (i.e. commercial, residential, etc.), which improves the economic viability, walkability, and attractiveness of the Downtown. The construction of additional parking could help incentivize the development of these interior Downtown parking lots.

A number of the public parking lots are leased by the City from private owners, including: Fort Lot, Baas Lot, Grace Lot and Western Auto Lot. There is always the risk that the lease on these facilities would not be renewed and either developed or used for private parking. This could substantially reduce the amount of public parking available in the Downtown.

As discussed previously, the need for additional parking Downtown is primarily during the weekend and on events so a solution may just be needed during these time periods.

Parking Structure

A feasibility assessment of constructing a parking structure on the Lightner Lot was performed in 2003. This parking structure would have served City employees and residents. However, due to an outcry from adjacent residents to the site this facility was never constructed based on a feeling that it would have a negative impact on traffic in the adjacent Historic District.

As part of the Downtown Parking Study conducted in 2013, a number of sites were identified for a future parking facility, including at the Grace Lot, Francis Field, Sebastian Island Harbor, Post Office (King Street), Malaga Street, Lightner Museum, and Mason's (King Street). It was determined that the Malaga Street and Francis Field locations were best suited for a future parking facility. As stated earlier, Flagler College already constructed a parking structure at the Malaga Street site. Francis Field is not a viable option for a parking structure as it serves as the site for a number of large events and the public wants it to remain as open space.

An assessment was conducted to determine the best option to construct a future parking facility. **Figure 3** shows the proposed locations for a future parking facility. There are a number of pros and cons associated with each location, which are identified in **Table 4**.

Figure 3 – Parking Facility Locations



Table 4 – Pros and Cons of Potential Parking Facility Locations

Location	Pros	Cons
Site A (Ketterlinus School)	<ul style="list-style-type: none"> • Convenient vehicular access • Overflow option • Shared parking with school 	<ul style="list-style-type: none"> • Adjacent to existing Garage • High vehicle activity during events • Not under City control • Logistical issues with School
Site B (Fort Lot)	<ul style="list-style-type: none"> • Convenient location • High parking demand area • Charge premium for parking 	<ul style="list-style-type: none"> • Adjacent to Fort, may be view shed issues • Added traffic to high activity area • Not best use of land • City does not own
Site C (Lightner Lot)	<ul style="list-style-type: none"> • City owns • Support development on southern end of City • Shared parking with City emp. • Convenient location 	<ul style="list-style-type: none"> • Adjacent to residential area • Requires traversing Downtown to access • Temporary parking solution for City employees during construction
Site D (Granada Lot)	<ul style="list-style-type: none"> • City owns • Support development on southern end of City • Shared parking with City emp. • Convenient location 	<ul style="list-style-type: none"> • Adjacent to residential area • Requires traversing Downtown to access • Temporary parking solution for City employees
Site E (West of Route 1)	<ul style="list-style-type: none"> • Decreases Downtown traffic • Helps make Downtown more pedestrian-friendly • Convenient for people from the west 	<ul style="list-style-type: none"> • Requires shuttle service • Least attractive parking option • Requires discounted parking rates to incentivize utilization • Not City owned • Not convenient for people from Anastasia Island

It is suggested that the City invest in promoting alternative modes of transportation and identifying shared parking opportunities or off-site parking facilities prior to constructing a parking structure Downtown. Additional parking Downtown works against the overarching goals of the Mobility Study to reduce vehicle trips and parking demand in the Downtown to create a more pedestrian-friendly, less congested and safe community.

Alternative Parking Supply Solutions

Prior to constructing a garage Downtown the City should explore other options to support future demand. A parking structure is costly at approximately \$15,000 to \$20,000 per space and could place a large financial burden on the City. There are potentially other cost effective strategies, including shared parking with an existing parking facility and off-site parking with shuttle service.

First the City should identify any shared parking options with existing Downtown parking facilities, such as with Ketterlinus School and Flagler College. Currently the Ketterlinus School is used for event and

overflow parking. It is suggested that this practice continue. The Stakeholder Meeting with a Flagler College representative was promising as they showed interest in allowing public parking during Flagler College off-peak periods in some of their parking facilities. This may not be a long-term solution depending on how much parking is made available for public use by Flagler, but it should continue to be explored. Also, Flagler College plans on allowing event parking in the Flagler Garage.

Another potential option is to construct off-site parking with shuttle service. Some potential options for off-site parking include the following:

- West of U.S. Route 1 (i.e. Site E),
- Across the Bridge of Lions on Anastasia Island,
- North of the Downtown off State Road 16, and
- Flagler Garage on Malaga Street.

Each off-site parking location has unique benefits. The site west of U.S. Route 1 (Site E) could effectively attract drivers from the north, south and west. However, it would not effectively serve people from the east on Anastasia Island. Locating an off-site parking facility on Anastasia Island could intercept traffic to help relieve traffic delays on the Bridge of Lions into the Downtown. Currently, the St. Augustine Amphitheater on Anastasia Island is used for off-site parking during events. However, this location is not within walking distance to the Downtown. Ideally, the location should be adjacent to the Bridge of Lions to provide people with the option to walk across the bridge into the Downtown so they are not dependent on the shuttle.

During events there is also off-site parking located north of the Downtown. State Road 16 is the major thoroughfare from I-95 to St. Augustine. An off-site parking lot located along State Road 16 or either U.S. Route 1 or A1A south of State Road 16 would effectively intercept a substantial amount of traffic traveling Downtown. This location would be dependent exclusively on shuttle service to the Downtown.

The Flagler Garage is approximately the same walking distance as the Historic Downtown Garage from the Plaza. However, the walk is through a residential area and is not located adjacent to any major attraction, which makes it a much less attractive parking option compared to the Historic Downtown Garage. In order to attract visitors and employees to use the Flagler Garage a shuttle would need to be provided. Any shuttle service should have acceptable headway times. Free parking or a substantial discount would also have to be associated with this facility to incentivize people to take a shuttle into the Downtown. It would have a positive impact on traffic by reducing the amount of vehicles generated to the Downtown area.

As discussed previously, visitor activity and parking demand peaks during the weekends and on events. It is suggested that any off-site parking facilities and shuttle service only be implemented during weekends (i.e. Friday evenings, Saturday and Sunday) and events. Garage permit parkers should be directed to not park in the Garage and instead use off-site parking facilities or shared parking options (i.e. St. John's County School lot or Flagler College parking facilities) during weekends and events.

The following recommendations are suggested with the implementation of off-site parking:

- Provide free shuttle service with 10 to 20 minute headways on Fridays, weekends and events,

- Pick-up/drop-off from a central location Downtown (i.e. Plaza),
- Direct monthly permit parkers (i.e. employees) to use either the Flagler parking facilities or St. John's County School lot,
- Charge a discounted rate for daily parkers (i.e. \$5 daily rate),
- Direct patrons to use off-site parking locations when Garage or Ketterlinus School lot reaches capacity,
- Use the shuttle(s) to also serve as a circulator service Downtown.

Assuming shuttle service is provided by the City it would cost approximately \$50 per hour per shuttle. It is estimated that four shuttles are needed to service two off-site parking locations (i.e. west and east of Downtown), which would cost the City approximately \$468,000 per year to provide shuttle service on Fridays and weekends for 15 hours each day (i.e. 11 AM to 2 AM) throughout the year. This does not include large events (i.e. 4th of July, etc.). There would also be an initial capital cost of approximately \$250,000 to purchase the shuttles and ancillary items needed (i.e. outfits, etc.). It is suggested that a shuttle analysis is performed once off-site parking facilities are identified.

Garage Financing

The Historic Downtown Garage was financed with Special Revenue Bonds, in which case the debt is being serviced by parking revenue. There are a number of strategies/programs that can be applied to fund a parking structure, including a public-private partnership, a fee-in-lieu program, creating or use of Tax-Increment Financing (TIF), creation of a parking assessment district, using fees generated by implementing a Business Improvement District (BID) or issuing General Obligation (GO) bonds. A TIF district already exists for parking and traffic blight in the majority of the Downtown area. General Obligation bonds require the vote of citizens for approval. Each strategy has pros and cons that should be considered. **Table 5** provides a list of funding strategies and the advantages/disadvantages associated with each option.

A public-private partnership opportunity is strongly dependent on the parking facility location and the opportunity for economic development. There may not be an opportunity to implement a fee-in-lieu program in St. Augustine since there are no parking requirements for Downtown developments. The creation of a TIF district can be successful if the City has the business community support and the area meets State requirements. A TIF district seemed to have support from the Historic St. Augustine Area Council during the Stakeholder Meetings. Also, precedents has already been established for TIF districts in St. Augustine. The St. Johns County Community Redevelopment Agency (CRA) has created TIF districts in the following areas: Flagler Estates, Vilano Beach, and West Augustine.

A BID or a parking assessment district could both be used to generate funding towards financing a garage. Based on the current financial stability of the existing parking structure, there may be an opportunity to issue bonds supported by existing parking system revenue. A combination of strategies could be applied to help fund a future parking facility including GO bonds, private financing and a TIF district. The City needs to explore which options are viable. A financial feasibility study should be performed to assess the finances (capital costs, revenue, and operating expenses) for a future parking facility. The City should also consider establishing a Parking Enterprise Fund, which will be discussed later in the report.

Table 5 - Summary of Parking Financing Strategies

Strategy	Summary	Advantages	Disadvantages
General Obligation Bonds	Municipality issues bonds which are paid back through the general fund	Bonds issued to construct parking facilities for the public are typically tax-exempt, and have a lower interest rate	Since these bonds are funded by the general fund, it would come out of public taxes, including those who do not use the garage
Revenue Bonds	Municipality issues bonds which are paid back through a specific pool of money	In addition to being tax exempt and having a lower interest rate, there is a guaranteed source of money designated to pay back the bond	The municipality needs to show there is stable demand; risk not being able to pay it off if the projected revenue is not generated
Tax Increment Financing (TIF)	TIF funds capture the increased property value generated by improvements made in a specified area. The increased property value is used to create a pool of money which can be used for local improvements, such as parking	Serves as a reliable source of revenue to support the cost of constructing and/or improving parking facilities	TIF is dependent on strong economic conditions-the city may not be able to pay off the expected debt issued if the property values do fail to increase
Parking Benefits Districts	The municipality returns all or some of its parking revenue raised from parking meters or taxes to the district, in the form of additional parking facilities or beautification projects	The users are paying for additional parking supply. By tying increased parking rates to visible improvements in the community, the general public's acceptance of increased rates is improved	Can be complex to set up. Require businesses, developers, land owners, residents, and city officials to work together to agree on appropriate projects
Business Improvement Districts (BID) / Special Service Areas (SSA)	Levy a tax on commercial properties and business within a defined area. Additional funds are used to construct or improve public parking facilities	Can serve as a means to more quickly receive funding for parking projects; does not charge one-time visitors or infrequent parkers	Requires "buy in" from businesses, which can be seen with resistance
Parking Authorities/Utilities	The municipality chooses to create a separate government entity to provide and operate the community's parking system.	Functions as a self-supporting entity that is responsible for all aspects of public parking, with the ability to issue their own debt, budget, and governing body. This independence from municipal government insulates them from political influences.	If not already included in city code, their creation requires enabling legislation at the state level.
Parking Enterprise Fund	This fund is self-sustaining and separate from the general fund. Revenue streams can include monthly leases, permit sales, violation revenues, etc. Administration is still within the local government.	Allows parking construction, improvements, and enhancements to be paid for outside of the general fund.	Does not have the capacity to issue bonds on its own
Public-Private Partnerships	When a government entity sells (or leases) a portion of its parking system to a private entity. Several different types (Long-term Leases, Concession Agreement, Design-Build, Design-Build-Operate-Manage, etc.)	Reduces the public sector's direct debt burden when constructing parking facilities while allowing them to complete a project more quickly and affordably	Public entity has to give up control, and a portion of its revenue stream. Contracts and negotiations can be complex and time consuming.

Prior to financing and constructing a future parking facility it is suggested that the City explore options to share parking with existing private parking facilities (i.e. Flagler College and Ketterlinus School) and explore the logistics/costs of off-site parking options.

Parking Organizational Structure

Existing Organizational Structure

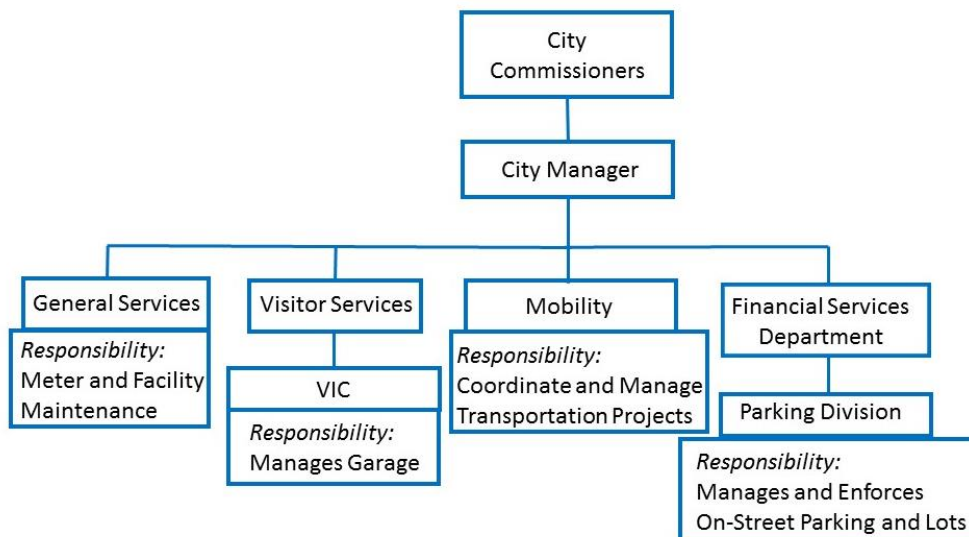
Management of the Downtown parking assets is currently split between the Visitor Services Department, Public Works Department and the Parking Division. The City's Visitor Services Manager is responsible for managing the Historic Downtown Parking Facility, as well as, the St. Augustine and St. John's County Visitor's Information Center. The Parking Division is under the Finance Department and is responsible for managing the on-street meters and off-street City parking lots, including collections, enforcement, and equipment (i.e. paystations and meters) maintenance.

The City's Parking Division is responsible for managing the following programs on a day-to-day basis:

- On-street meters and off-street parking lots,
- ParkNow card,
- Validated parking,
- Residential permit parking,
- Leased parking facilities,
- Accessible parking, and
- Enforcement/collections.

Figure 4 shows the existing organizational structure for any department responsible for parking operations, enforcement, collections, and maintenance for the City of St. Augustine.

Figure 4 – Existing Organization Chart for Parking Services at the City of St. Augustine



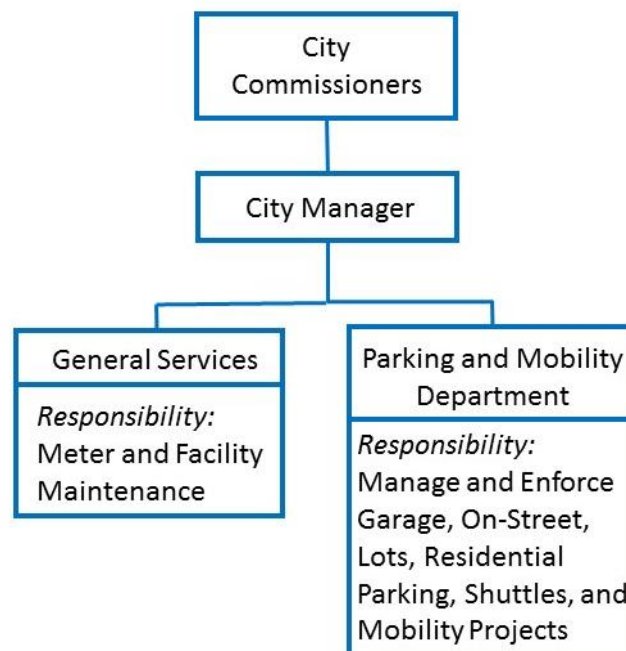
Suggested Organizational Structure

It is suggested that the management of the City's parking system (both on-street and off-street) should have a central point of contact and management. This allows one person or department to effectively concentrate on the management of the entire parking system without being distracted from other duties. It also provides a single source of information for developers, businesses, residents and others as to parking policies, rules, regulations, laws and enforcement. A single parking management/operations entity provides consistency and uniform management to prevent a piecemeal management system.

Currently, the City of St. Augustine has a Parking Division under the Finance Department. A Parking and Mobility Department is preferable to a Parking Division because it enjoys equal administrative standing with other departments, some of which have to be depended upon for support services. **Figure 5** provides a basic outline of the suggested organizational chart, which shows the Parking and Mobility Department would be directly under the oversight of the City Manager.

A Parking and Mobility Department has a greater ability to champion important operational and managerial initiatives and have far greater autonomy than a Parking Division. A Parking Division has similar, but diminished powers and abilities than are associated with Transportation and Parking Departments. Regardless of whether a Parking Division is situated within the Police Department, the Finance Department, the Treasurer's Department or the Public Works or Properties Departments, transportation/parking operations and management is never a primary and prominent responsibility of the Department. From a subordinated position within a Department, the Parking Division must compete with other Divisions to obtain permission to advance needed changes, to secure required funding and to receive adequate and sustained support services from other divisions and departments.

Figure 5 – Suggested Organizational Chart for Parking Services at the City of St. Augustine



The revenue and expenses associated with the parking system should be tracked separately from other municipal services, in order to effectively understand the costs to operate/maintain the system and the revenue generated from the system. The practice of operating a financially self-supporting parking system is becoming the standard in best practices. We believe that a municipality needs to understand the full cost of owning, operating and managing parking so that informed decisions can be made relative to setting rates, investment, zoning variances, and other policy decisions.

Some cities have chosen to make their Transportation and Parking Departments or Divisions an enterprise operation. An enterprise operation is a financial accounting term given to business-type activities of government, such as convention centers, airports, golf courses, water works and parking facilities. Such business-type activities generate revenue entirely through user fees and charges rather than being principally supported by taxes and intergovernmental revenue. The key distinction of an enterprise fund Parking Department or Division is that they are a self-supported entity.

Diverting funds from the general fund that are generated from parking revenue may place a strain on funding other services, but it is not considered a best practice to use parking revenue for these non-related municipal needs. Parking should be considered a utility and simply operate as a self-sustainable entity. Any excess revenue should be applied to support transportation and multi-modal goals. All revenue from the sale of transportation (i.e. shuttle) and parking services and goods are kept to fund the operation, thus it is operated like a business. The challenge and advantage of a Transportation and Parking Enterprise Fund is that sound management, effective marketing and promotion, quality service, and conscientious budgeting, can lead to annual net revenue reserves that can be used to pay debt, fund capital improvements, and/or finance new projects. In effect, Transportation and Parking Enterprise Fund entities are not a burden on the City's general fund account which is primarily composed of income and property tax revenue. Transportation and Parking Enterprise Fund Departments or Divisions are more often single centers of responsibility for all facets of the parking system.

Private Operator

The City is considering hiring a private operator to manage the Downtown parking system (Garage, on-street and lots). St. Augustine has large enough of a parking system that generates substantial revenue where almost any operator would be interested in managing the system. A private operator previously managed the Garage in the 1980's and 1990's, but there were some issues due to loss of control causing the City to buyout their contract. These historical issues have caused concern regarding the level of customer service and financial implications. However, a private operator can provide a number of benefits, including the following:

- Specialized service with large network,
- Breadth of knowledge from previous experience,
- Eliminates need for City to hire and manage employees,
- Allows City staff to concentrate on more pertinent issues, and
- Potential to increase net revenue from improved management efficiency.

There may be a greater upfront cost associated with hiring a private operator. It also requires annual auditing of parking operation and oversight. The City would lose some control over the day-to-day

management of the parking system, but still have control over the overarching policies (vision, outreach, planning, etc.).

The City would need to enter into a management contract with a private operator. The private operator would be paid a fixed fee, a percentage of gross parking revenue, or a combination of the two. The operator provides all labor and services, and is reimbursed for all costs incurred in the operation of the system. The City would have complete control over staffing levels, parking rates, and customer service policies. The operator should provide the City with a detailed monthly report package showing operating statistics, revenue summaries, expenditure summaries, and budget variance reports. The parking operator should handle all customer service issues and report these issues to the City.

Financial Analysis

A financial analysis was performed to assess the impact of the suggested rates and enforcement time changes. **Table 6** shows the projected annual increase/decrease of parking revenue for the Garage, parking lots and on-street meters. This analysis also includes charging for visitor parking, but not resident parking in the Granada lot and portion of the Lightner lot that is currently free during the evenings (after 6:00 PM) and on weekends. Currently, the City leases parking in the Fort, Western, Baas, and Grace lots where the City splits (50/50) the revenue with the owners. These lease agreements were considered in projecting the additional revenue generated to the City from the suggested rate and enforcement time changes.

A total increase of approximately \$1.9 million per year of parking revenue is projected and the City would receive approximately \$1.4 million additional revenue per year. In 2016 the parking system (i.e. Garage, on-street meters, off-street lots, residential permits, ParkNow card sales, and fines) generated approximately \$5.6 million. With the suggested rate and enforcement hour changes the parking system would generate a total of approximately \$7 million in gross revenue, which is a 25% increase.

Parking Lots and On-Street Parking

It was assumed that the parking lots would be enforced from 8:00 AM to 9:00 PM Monday thru Sunday, and that the on-street meters would be enforced from 8:00 AM to 9:00 PM Monday thru Saturday and from 12:00 PM to 9:00 PM on Sunday. It was assumed that parking in the Granada and Lightner lots that are free during the evening and weekends would charge for parking Monday thru Friday from 6:00 PM to 9:00 PM and from 8:00 AM to 9:00 PM on Saturday and Sunday to visitors and free for residents registered in the discounted program. The parking rates listed in **Table 3** were used for the analysis.

A 20% reduction factor was applied for the lots and on-street parking. This factor accounts for elasticity and reduced demand during the evenings compared to during the day. Elasticity assumes that some percent of the existing demand would use an alternative parking area (i.e. Garage) or an alternative mode of transportation (i.e. bike, walk, etc.) due to the increase in rates. Based on historical studies, parking demand is found to be fairly inelastic. Even a 5% shift in demand is considered substantial.

Table 6 – Projected Annual Parking Revenue Gain/(Loss)

Parking Area	Totals	City's Share *
Historic Garage	\$ (238,030.00)	\$ (238,030.00)
Fort	\$ 879,311.06	\$ 439,655.53
Toques	\$ 201,102.49	\$ 201,102.49
Western	\$ 75,844.12	\$ 37,922.06
Baas	\$ 25,770.70	\$ 12,885.35
Grace	\$ 52,682.43	\$ 26,341.22
Lightner	\$ 52,903.88	\$ 52,903.88
Granada/Lightner	\$ 159,528.68	\$ 159,528.68
On-Street Meters	\$ 700,439.71	\$ 700,439.71
Totals	\$ 1,909,553.07	\$1,392,748.91

Notes:

Based on revenue between October 2015 to September 2016 for lots and meters

Based on revenue from 2016 for Garage

Assumes changes to hours of enforcement and rates

No added time assumed for Sunday

Applied a 20% reduction factor for on-street and lots to account for elasticity and reduced demand during the evenings

On-street meters includes the Tolomato Lot

Granada/Lightner includes charging for parking at 149 spaces for visitors

Granada/Lightner includes free parking for residents in discounted parking program

Assumed 75% of parking demand in Granada/Lightner is residents

**City's Share considers revenue split as part of lease agreements for Fort, Western, Baas, and Grace lots*

Since revenue was generated on Sunday from the on-street meters and lots when parkers are not required to pay, no added revenue was calculated for Sunday between 12:00 PM and 5:00 PM. However, additional revenue for Sundays between 5:00 PM and 9:00 PM was assessed. The assumptions applied for parking elasticity and Sunday revenue are conservative, thus there is the potential for greater revenue increases.

It is estimated that the suggested rate changes on-street and in the lots would equate to an increase of approximately \$1.6 million in annual revenue. Most of this additional revenue will be generated from the Fort Lot and on-street meters.

Historic Downtown Garage

As previously shown in **Table 3**, it was assumed that the Garage daily/max flat fee would be increased to \$15, a graduated rate scale would be applied up to four hours on weekdays, and that 2-hour free parking would be provided to residents with a ParkNow card on weekdays. It is suggested that the Garage is enforced 24/7 to prevent vehicles from parking overnight for multiple days without paying (i.e. warehousing their vehicle). It is also suggested that an evening rate (\$5) is implemented for vehicles that enter after 7:00 PM and leave before 7:00 AM. The financial analysis does not take into account the evening rate or charging for parking 24/7. However, all other rate changes were considered.

It is estimated that the suggested rate changes in the Garage will reduce the annual revenue by approximately \$238,000. However, this analysis does not consider the added revenue from 24/7 enforcement or added demand from people incentivized to park in the Garage versus on-street or in the lots, which could offset any projected losses in revenue.

Capital Improvements

Throughout the report a number of improvements to the parking system are identified, which include:

- PARCS upgrades in Garage to make it automated 24/7,
- Implement virtual parking permit program to replace ParkNow card,
- Replace single-space meters with multi-space pay-by-plate pay-stations,
- Upgrade existing pay-stations with pay-by-plate technology,
- Implement virtual residential parking permit system with two LPR enforcement vehicles,
- Additional pay-stations (4) in the Granada and Lightner lots,
- Space availability system and dynamic signage for Garage, and
- Shuttle system from off-site parking facilities.

As displayed in **Table 7**, it is estimated that all the suggested technology upgrades would cost \$555,000 with ongoing annual costs of approximately \$47,000. The upgrade to an automated PARC system in the Garage is estimated to cost an additional \$270,000 with an ongoing annual expense of \$30,000. To install a per-space automated parking guidance system in the Garage would cost \$630,000 with ongoing annual costs of approximately \$10,000. To implement a shuttle system serving two off-site parking facilities on Friday, Saturday and Sunday would cost approximately \$470,000 per year, which includes staff costs, and an initial capital cost of \$250,000 for the shuttles and materials. This analysis does not account for the cost to purchase/lease and maintain an off-site parking facility. Overall, all these improvements could be funded with the added revenue from the suggested rate and hours of enforcement changes, as shown in **Table 6**.

Appropriation of Parking Revenue

A parking system is intended to be financially sustainable. If additional revenue is generated beyond operation expenses, capital expenses (i.e. capital reserves for maintenance and technology upgrades), and debt obligations, it is suggested that these funds are appropriated to support streetscape improvements and alternative modes of transportation. Such improvements could include:

- Shuttle service from off-site parking facility,
- Downtown circulator bus or transit service throughout region,
- Lighting improvements,
- Streetscape improvements (i.e. sidewalk repairs, landscaping, benches, art, etc.),
- Bicycle infrastructure (i.e. bike lanes, bike racks, etc.),
- Bike share service (i.e. Zagster), and
- Signage (i.e. informational and dynamic signage).

Table 7 – Estimated Parking Technology Upgrade Costs

Technology	Units	Unit Cost	Total Cost	Ongoing Costs
Pay-by-Plate Stations Upgrade	39	\$ 2,500.00	\$ 97,500.00	
New Pay-by-Plate Stations	30	\$ 9,000.00	\$ 270,000.00	
Software Platform	1	\$ 40,000.00	\$ 40,000.00	\$ 40,000.00
LPR Enforcement Vehicles	2	\$ 37,000.00	\$ 74,000.00	\$ 5,000.00
Enforcement Handhelds	3	\$ 4,500.00	\$ 13,500.00	\$ 1,000.00
Space Availability Counter and Signage	1	\$ 20,000.00	\$ 20,000.00	\$ 150.00
ITS Signage	4	\$ 10,000.00	\$ 40,000.00	\$ 500.00
Total Cost of Technology Upgrades			\$ 555,000.00	\$ 46,650.00
Garage PARCS Upgrade				
Pay-Station (Cash and Credit)	5	\$ 30,000.00	\$ 150,000.00	
Ticket Dispenser with Intercom and Loop Detector	3	\$ 8,000.00	\$ 24,000.00	
Exit Verifier with Intercom, Loop Detector, Credit Card Reader	4	\$ 8,500.00	\$ 34,000.00	
LPR Cameras at 1 Entrance and 1 Exit Lane	2	\$ 7,500.00	\$ 15,000.00	
Barrier Gates	7	\$ 3,000.00	\$ 21,000.00	
Installation	1	5%	\$ 12,200.00	
Server and Software	1	\$ 15,000.00	\$ 15,000.00	
Total Garage PARCS Cost			\$ 271,200.00	\$ 30,000.00
Parking Guidance System in Garage ¹	1,148	\$ 550.00	\$ 631,400.00	\$ 10,000.00
Four Shuttles Serving Two Off-Site Parking Facilities ²	9360	\$ 50.00	\$ 250,000.00	\$ 468,000.00

¹ Cost based on number of spaces in Garage

² Cost based on number of hours for four shuttles operating Friday - Sunday for 15 hours each day and cost for shuttles

It is essential that parking is not viewed as just a revenue gain for the City, but a means to accomplish other City goals. Some of these goals may include beautification, pedestrian safety, and environmental goals (i.e. alternative modes of transportation).

Conclusion

A Parking Plan was developed for the City of St. Augustine parking system as part of Phase 2 of the Mobility Plan. **Table 8** shows a summary of a draft implementation plan, which lists the action, the goal of each recommendation, an indirect impact, responsible party to champion each action, planning level costs, and projected implementation year. The goal of this implementation plan is to develop a parking strategy that effectively serves each user (i.e. visitors, residents and employees) during the weekday and weekend, improves parking operations, and achieves community goals.

As discussed previously, this study is the beginning of the development of a comprehensive Parking Plan that is well vetted by the community, stakeholders and City officials. It is suggested that additional community meetings are conducted to assess how these recommendations are received by the public. Once a finalized parking plan framework has been established a finalized implementation strategy with next steps and parties responsible for championing each effort should be identified. It is essential that

the Parking Plan effectively represents the input from the community for it to be well received and successfully implemented through the political process.

To effectively support each of the main users (i.e. visitors, employees, and residents) the following recommendations are suggested:

Visitors

- Encourage parking in the Garage,
- Provide off-site parking options with shuttle service, and
- Offer validated parking options.

Residents

- Offer discounted parking program using virtual permit technology,
- Provide free parking in Granada, Lightner, and Flagler parking facilities,
- Provide 2 hour free parking in Garage during weekdays, and
- Implement a virtual residential parking permit system.

Employees

- Encourage parking in the Garage with affordable monthly parking permit,
- Direct employees to park in other parking facilities and not the Garage during weekends and events (i.e. St. John's County School lot and Flagler parking facilities), and
- Offer shuttle service to off-site parking facilities during weekends and events.

By modifying the parking rates and enforcement hours during the weekday and weekends the City can effectively achieve the following goals:

- Incentivize utilization of the Garage during off-peak periods,
- Incentivize residents to visit Downtown,
- Fund future parking improvements,
- Reduce traffic from vehicles circulating in search of on-street parking, and
- Promote alternative modes of transportation.

It was determined that the Downtown parking system is primarily strained during weekends and events. Additional parking options are primarily only needed on weekends during the peak months and events. To invest in a Downtown parking structure to is costly and works against the overarching goals of the Mobility Study to reduce vehicle trips and parking demand in the Downtown to create a more pedestrian-friendly, less congested and safe community. It is instead suggested that the City invest in promoting alternative modes of transportation and identifying shared parking opportunities or off-site parking facilities prior to constructing a parking structure Downtown.

The City should continue to support economic development and growth in the Downtown by helping to eliminate the reliance on public parking lots located in high-pedestrian areas. These parking lots are prime real estate for future development and are not currently serving as the highest and best use of the land. By promoting alternative modes of transportation, identifying shared parking opportunities,

and offering off-site parking facilities businesses may feel less dependent on existing public parking lots and seek development options.

The financing of a parking facility can be achieved through a number of strategies, including: Special Service bonds, General Obligation bonds, TIF district, and public-private partnership. First the City should restructure the management of parking under an exclusive Parking and Mobility Department and establish a Transportation and Parking Enterprise Fund. These organizational changes will help improve the management, oversight, and appropriation of funds to support the transportation and parking system.

Based on the financial analysis, the suggested changes to parking rates and enforcement hours for the on-street meters, parking lots and Garage would equate to an increase of \$1.4 million in gross revenue, which is a 25% increase from all parking related revenue in 2016. This additional revenue could effectively finance suggested parking technology upgrades to the pay-stations, Garage PARCS equipment, enforcement equipment, residential parking program, space availability system for the Garage, and dynamic way-finding signage. It could also be applied to finance a new off-site parking facility with shuttle service.

Any excess revenue generated by the parking system should be appropriated to achieve City goals, which may include beautification, pedestrian safety, and environmental goals (i.e. alternative modes of transportation).

Table 8 – Implementation Plan

Strategy Type	Action	Goal	Indirect Impact	Responsible Party(s)	Cost	Approximate Year
Enforcement Hours	Extend enforcement hours on-street and in lots to 9 PM	Make available to short-term users and increase turnover	Push long-term parkers into Garage	Parking Division	\$	2018
	Charge for on-street parking on Sunday from 12 PM to 9 PM	Make available to short-term users and increase turnover	Push long-term parkers into Garage	Parking Division	\$	2018
	Charge for parking 24/7 in Garage	Eliminate abuse (i.e. warehousing)	Free up parking for visitors	Parking Division	\$\$\$\$	2019
Rate Structure	Offer discounted evening rate in Garage of \$5 after 7 PM	Incentivize use of Garage during evenings	Distribute demand evenly across system	Parking Division	\$\$\$\$	2019
	Continue to offer discounted resident parking rates	Encourage residents to patronize Downtown	Economic development initiative	Parking Division	\$	2017
	Offer graduated rate structure in Garage on weekdays	Incentivize short-term parkers in Garage	Distribute demand evenly across system	Parking Division	\$\$\$\$	2019
	Increase flat rate in Garage to \$15	Incentivize other modes of transportation	Additional revenue generated	Parking Division	\$	2018
	Offer 2 hour free parking in Garage on weekdays for residents with ParkNow card	Promote utilization of Garage during off-peak periods	Promote residents to patronize Downtown	Parking Division	\$	2018
	Change rate structure of parking lots	Promote utilization of lots on periphery and Garage	Reduce vehicle/pedestrian conflicts	Parking Division	\$	2018
	Change rate structure of on-street meters	Promote utilization of off-street parking	Reduce vehicle/pedestrian conflicts and traffic	Parking Division	\$	2018
	Offer free parking in the Granada, Lightner and Flagler parking facilities to residents	Incentivize residents to patronize Downtown	Free up other parking areas for visitors	Parking Division	\$	2018
	Install automated PARCS equipment in Garage	Reduce cost of operation and allow graduated rate scale	24/7 enforcement to eliminate abuse	Parking Division	\$\$\$\$	2019
	Replace ParkNow card with virtual parking system based on license plate	Improve customer convenience	Improve enforcement efficiency	Parking Division	\$\$\$\$	2019
Parking Technology Upgrades	Implement virtual resident parking permit system based on license plate	Improve customer service with payment and registration online	Improve enforcement efficiency	Parking Division	\$\$\$	2018
	Install pay-by-plate pay-station in lots and on-street	Improve customer service	Improve enforcement efficiency	Parking Division	\$\$\$\$	2018
	Upgrade existing pay-stations with pay-by-plate technology	Improve customer service	Improve enforcement efficiency	Parking Division	\$\$\$	2018
	Acquire LPR camera based vehicles for enforcement	Improve enforcement efficiency	Improve compliance with parking policies	Parking Division	\$\$\$	2019
	Install parking counting system in Garage with external dynamic signage	Help direct patrons to available parking	Reduce traffic	Parking Division	\$\$\$	2019
Garage Management	Offer validated parking in Garage	Promote success of Downtown businesses	Promote utilization of Garage	Parking Division	\$	2019
	Charge flat fee in Garage upon entry and allow free-flow exit during large events	Reduce traffic issues and delays in Garage upon exiting	Reduce user frustration	Parking Division	\$	2018
	Offer 15 minutes of free parking in Garage for all users	Prevent issues when vehicle can't find a space	Reduce user frustration	Parking Division	\$	2019
Employee Parking	Continue to offer discounted monthly parking permit in Garage	Provide affordable parking option for employees	Free up short-term parking areas for visitors	Parking Division	\$	2017
	Direct monthly Garage permit parkers to use another facility on weekends/events	Free up parking for visitors on weekends	Reduce user frustration for visitors	Parking Division	\$\$\$\$	2018
Residential Parking Permit Program	Increase enforcement in residential parking permit areas with LPR enforcement	Improve compliance with parking policies	Force visitors to Downtown into public parking	Parking Division	\$\$\$	2018
	Implement virtual guest parking permit system based on guests license plate	Improve user convenience	Improve compliance with parking policies	Parking Division	\$\$\$	2018
	Limit number of residential permits per household (i.e. 4 permits)	Reduce residential parking issues	Prevent warehousing of resident vehicles on-street	Parking Division	\$	2018
	Limit number of residential permits per household with off-street parking (i.e. 2 permits)	Reduce residential parking issues	Prevent warehousing of resident vehicles on-street	Parking Division	\$	2018
	Increase the cost of each additional residential permit per household	Reduce residential parking issues	Prevent warehousing of resident vehicles on-street	Parking Division	\$	2018
	Charge for guest parking permits on a daily (\$2) and weekly (\$10) basis	Reduce residential parking issues	Prevent abuse of guest parking permit program	Parking Division	\$	2018
	Do not reserve on-street parking on residential streets	Maximize parking capacity of curb space	Reduce residential parking issues	Parking Division	\$	2018
	Create a separate RPP area within a 3 block radius of Downtown	Prevent abuse of RPP program when visiting Downtown	Promote alternative modes of transportation	Parking Division	\$	2018
	Hours of enforcement of RPP areas between 5 PM and 12 AM on weekdays and from 10 AM to 12 AM Saturday, Sunday and holidays	Allow shared parking strategy during weekdays	Maximize parking capacity of curb space	Parking Division	\$	2018
	Provide remote parking options with shuttle service west and east of Downtown	Reduce traffic to Downtown	Free up parking for visitors	Parking Division	\$\$\$\$	2019
Future Parking Options	Conduct a parking feasibility and traffic study prior to constructing garage	Assess need and traffic impact	Address issues from community	Public Works	\$\$	2020
	Analyze funding strategies for garage (i.e. TIF)	Determine most feasible strategy	Prevent defaulting on financing	Finance Department	\$\$	2020
Parking Operations	Manage parking system under one department (i.e. Parking Department)	Improve quality control	Improve understanding of operating expenses	City Council	\$	2018
	Market changes to the parking system with signage, internet postings and outreach	Reduce user frustration with changes	Improve compliance with parking policies	Parking Division		
	Appropriate excess parking revenue to support streetscape improvements and alternative modes of transportation	Improve standard of living	Achieve City goals (i.e. safety, environmental, etc.)	Finance Department	\$	2018
	Establish a Parking Enterprise Fund	Ensure parking system is financially self-sustaining	Effectively appropriate funds for debt and improvements	Finance Department	\$	2018
	Explore hiring a private parking operator to manage system	Improve management efficiency and reduce City effort	Potential increase in revenue	City Council	\$	2018

Notes:

\$ - \$0 to \$10,000
 \$\$ - \$10,001 to \$50,000
 \$\$\$ - \$50,001 to \$100,000
 \$\$\$\$ - \$100,001 +

RFP #1031-21-3 WRITTEN EVALUATION TABULATION SHEET

Desman Design Management					Total	THA Consulting, Inc.					Total
Member #	1	2	3	4		Member #	1	2	3	4	
Qualifications and Experience of Firm (Max Points 25)	25	25	25	24		Qualifications and Experience of Firm (Max Points 25)	20	22	25	24	
Experience of the Project Team (Max Points 20)	20	18	20	18		Experience of the Project Team (Max Points 20)	15	18	20	17	
Approach to Scope of Work (Max Points 15)	15	15	15	15		Approach to Scope of Work (Max Points 15)	12	10	15	15	
References (Max Points 10)	8	10	10	10		References (Max Points 10)	8	10	10	8	
Principal Office Location and Local Participation						Principal Office Location and Local Participation					
<u>Location Within:</u>	<u>Points:</u>					<u>Location Within:</u>	<u>Points:</u>				
Riviera Beach	15	5	5	5		Riviera Beach	15	5	5	5	
Palm Beach County	10					Palm Beach County	10				
Florida	5					Florida	5				
Outside Florida	2				Outside Florida	2					
SBE OR M/WBE Owned	<u>Points:</u>				SBE OR M/WBE Owned	<u>Points:</u>					
Meet or Exceeds	15	5	5	5	Meet or Exceeds	15	5	5	5		
15% participation	10				15% participation	10					
< 15% participation	5				< 15% participation	5					
Total Written Points = 100	78	78	80	77	78.25	Total Written Points = 100	65	70	80	74	72.25

Walker Consultants					Total	WGI, Inc.					Total
Member #	1	2	3	4		Member #	1	2	3	4	
Qualifications and Experience of Firm (Max Points 25)	20	20	20	21		Qualifications and Experience of Firm (Max Points 25)	20	22	20	23	
Experience of the Project Team (Max Points 20)	15	17	20	17		Experience of the Project Team (Max Points 20)	15	17	20	20	
Approach to Scope of Work (Max Points 15)	15	15	15	15		Approach to Scope of Work (Max Points 15)	12	13	15	15	
References (Max Points 10)	10	10	10	10		References (Max Points 10)	5	10	10	8	
Principal Office Location and Local Participation						Principal Office Location and Local Participation					
<u>Location Within:</u>	<u>Points:</u>					<u>Location Within:</u>	<u>Points:</u>				
Riviera Beach	15	5	5	5		Riviera Beach	15	10	10	10	
Palm Beach County	10					Palm Beach County	10				
Florida	5					Florida	5				
Outside Florida	2				Outside Florida	2					
SBE OR M/WBE Owned <u>Points:</u>					SBE OR M/WBE Owned <u>Points:</u>						
Meet or Exceeds	15	5	5	5	Meet or Exceeds	15	5	5	5	5	
15% participation	10				15% participation	10					
< 15% participation	5				< 15% participation	5					
Total Written Points = 100	70	72	75	73	72.50	Total Written Points = 100	67	77	80	81	76.25

RFP #1031-21-3 WRITTEN EVALUATION TABULATION SHEET

FIRMS RANKING	
Desman Design Management	78.25
WGI, Inc.	76.25
Walker Consultants	72.50
Tha Consulting, Inc.	72.25



CITY OF RIVIERA BEACH – MEMORANDUM

TO: RANDY SHERMAN, FINANCE DIRECTOR

THROUGH: ALTHEA PEMSEL, PROCUREMENT DIRECTOR *AP*

FROM: GLENDORA WILLIAMS, BUYER *GW*

DATE: JULY 1, 2021

SUBJECT: **RECOMMENDATION: RFP 1031-21-3 PARKING CONSULTANT SERVICES**

Background:

Solicitation Requested By: Finance Department
Drafted By: Finance and Procurement

Consistent with the City of Riviera Beach **Code of Ordinance (MUNICODE Section 16.5)**, a Request for Proposal (RFP) was advertised on DemandStar on May 5, 2021 to solicit a firm for Parking Consultant Services for the City of Riviera Beach.

The solicitation was broadcasted and four (4) proposals were received from respondents within Florida.

Proposers/Respondents/Bidders:

FIRM	Location	S/W/MBE Responses	Type of Work and Percentage for S/W/MBE
Desman	Ft. Lauderdale, FL	SBE – 100% WBE – 0% MBE – 100%	100%
THA Consulting	Miami, FL	SBE – 0% WBE – 0% MBE – 0%	0%
Walker Consultants	Tampa, FL	SBE – 0% WBE – 0% MBE – 0%	0%
WGI, Inc.	West Palm Beach, FL	SBE – 15% WBE – 0% MBE – 0%	15%

Evaluation Committee:

On June 24, 2021 an evaluation committee meeting was held with the team below.

Committee Member	Department
Randy Sherman, Finance Director	Finance
Deidre Jacobs, Assistant City Manager	Administration
Clarence Sirmons, Developmental Services Director	Developmental Services
Richard Blankenship, Parks & Recreation Director	Parks & Recreation

Firms were evaluated and ranked based on the criteria established in the City's RFP. Scores for the written proposal (**Phase 1**) were tallied, and based upon a measure of average score, the firms ranked as follows:

FIRM	SHORTLIST	SCORE
Desman Design Management	1	313.00
WGI, Inc.	2	305.00
Walker Consultants	3	290.00
Tha Consulting, Inc.	4	289.00

The evaluation process has validated that the proposal submitted by Desman Design Management satisfies the requirements established in the RFP and that the firm is qualified to be awarded the contract for the services identified in RFP #1031-21-3.

Desman Design Management is a national firm that specializes in providing Parking Consultant services and have substantial experience in providing the types of services required by the City.

Accordingly, and consistent with the provisions of the solicitation, it is the consensus of the evaluation committee that the number one (1) ranked firm, Desman Design Management be recommended to provide Parking Consultant services for the City of Riviera Beach.

Attachments



CONTRACT FOR PARKING CONSULTING SERVICES

This Contract is made as of this 6th day of July 2016, by and between the City of Riviera Beach, Florida, a municipal government existing under the laws of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and DESMAN, INC., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 11-2709775.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT's responsibility under this Contract is to provide Parking Consulting Services as detailed in RFP 580-15 and as set forth more fully in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY's representative/liaison during the performance of this Contract shall be Randy M. Sherman, Director of Finance and Administrative Services, 561-845-4040 or rsherman@rivierabch.com.

ARTICLE 2 - SCHEDULE

- A. Services to be rendered by the Parking Consultant shall be for an initial period of three years ending April 5, 2019 with two optional one year renewals, at the City's discretion, that would extend this agreement to April 5, 2021. In no case shall this agreement, unless amended by the City and agreed to by the City and Parking Consultant, extend past April 5, 2021.
- B. The Contract shall terminate at the City's discretion any time provided the City has provided the Parking Consultant at least 30 days prior written notice or at the Parking Consultant's discretion any time the Parking Consultant has provided the City at least 30 days' prior written notice.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$200,000 or the amount of funds budgeted for these services. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the City's representative.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually

incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, the Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

Payments to the CONSULTANT shall be sent to:

DESMAN, Inc.
ATTN: Christopher Romano
49 West 37th. Street, 5th. Floor
New York, NY 10018

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT's most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT's personnel and all of the CONSULTANT's subcontractors/subconsultants ("hereinafter subcontractors") will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence/\$1,000,000.00 annual aggregate to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from

claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.

- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes; \$1,000,000.00 per accident, \$1,000,000.00 disease each employee, and \$1,000,000.00 disease policy limit. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. The parties to this Contract shall maintain, during the life of this Contract, Employee Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- G. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs to the maximum fee of consultant's contract. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any

personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held within Palm Beach County.

ARTICLE 15 - 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.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you or certain representatives of your company are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT's failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City 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 this Contract

and following completion of this Contract if the CONSULTANT does not transfer the records to the City.

(d) Upon completion of this Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the CONSULTANT transfers all public records to the City upon completion of the Contract, 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 Contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT The Finance Department located at 600 West Blue Heron Blvd., Riviera Beach, Florida 561-845-4040 rsherman@rivierabch.com.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

**City of Riviera Beach
ATTN: Ruth C. Jones, City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404**

If sent to the CONSULTANT shall be mailed to:

**DESMAN, Inc.
ATTN: Chris Luz
2881 East Oakland Park Blvd., Ste. 209
Fort Lauderdale, FL 33306
cluz@desman.com**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY's property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete the objectives as set forth in the Scope of Work described in Exhibit "A."

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Timothy Tracy, hereby represents to the CITY that DESMAN, Inc. has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Council of the City of Riviera Beach.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT's property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the CONSULTANT's receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be

endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Division, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 46 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONSULTANT KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONSULTANT HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

ARTICLE 47 – PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURES ON FOLLOWING PAGE]

CONTRACT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

SEAL

CITY OF RIVIERA BEACH

CONSULTANT

BY:

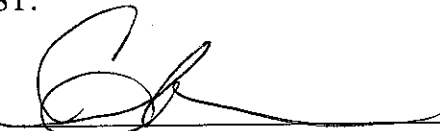

THOMAS A. MASTERS
MAYOR

BY:


TIMOTHY TRACY
EXECUTIVE VICE PRESIDENT

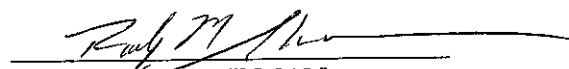
ATTEST:

BY:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

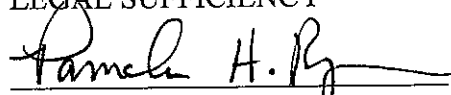
APPROVED AS TO TERMS AND
CONDITIONS

BY:


RANDY M. SHERMAN
DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:


PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

Date:

4/4/16

EXHIBIT A

OVERVIEW

The Consultant shall prepare a comprehensive Parking Master Plan for the City. The Parking Master Plan shall address, but not be limited to:

- Parking program goals and objectives
- Parking program policies and procedures
- Parking standards and performance criteria
- Public parking opportunities throughout the City
- Parking solutions for specific public uses (parks, public facilities, beach)
- Identified zoning requirements
- Review of existing studies were applicable
- Regulations for commercial parking
- Management and regulation of on-street parking
- Enforcement of laws, regulations and codes concerning parking including adjudication
- Site specific plans for Ocean Mall property
- Site specific plans for the Marina District
- Program and operation assumptions
- Municipal parking facility fee study
- Parking permit program for City residents
- Occupancy study
- Parking demand and trip generation model, if applicable
- Design guidelines and scenario testing
- Operations and financial modeling and recommendations
- Feasibility recommendations and alternatives
- Proposed organization model including ordinances, personnel recommendations and outsourcing opportunities
- Development of coalitions and partnerships with business community organizations and major stakeholders, specifically identifying opportunities for long-term parking leasing

EXHIBIT B - PARKING MASTER PLAN

TASK 1 – PARKING GOALS AND OBJECTIVES

The first step is to define the role of parking in Riviera Beach. This is sometimes an iterative process depending on the specific needs of the community. If the desire is to organize parking services into an Enterprise Fund (a financially self-supporting system) than it is important to define both short-term and long-term management, operations and infrastructure needs and how parking revenue is anticipated to support those costs. The role of the CRA may be forecasting the ability to provide financial support to the parking system. The details of how the financial system is created will be evaluated in the Parking Master Plan, however, the decision to create a self- supporting parking system is part of this task.

Defining the role of parking needs to be further refined by setting standards and performance criteria, developing policies and procedures as well as assumptions as to how those services will be delivered.

- Parking program goals and objectives
- Parking standards and performance criteria
- Parking program policies and procedures
- Program and operating assumptions

DESMAN would like to meet with key City staff, key representatives on the CRA Board, as well as the CRA Director, and other City leaders or stakeholders as directed by the City. The findings of this task will set the framework for developing solutions and recommendations for all other tasks. The findings of this task will be summarized in a technical memorandum and submitted to the City for review and comment.

The fee for this effort is estimated at \$4,800, including \$4,600 in labor and \$200 in expenses.

TASK 2 – PHYSICAL INVENTORY AND ANALYSIS

Physical inventory and analysis includes a snapshot review of current City parking operations and characteristics and then explores changes to that system in response to growth and potential operational changes. This task will focus on the Ocean Mall redevelopment area since the Marina area is under construction. Data collection activities include review and gathering of inventory and use data, maps, previously prepared reports, user surveys and drawings, as appropriate.

To most precisely estimate, or model, anticipated changes in parking demand, an accurate assessment of existing parking demand is critical. It is important to have existing on- and off-street public and private parking inventories and utilization. In this case, the inventory is primarily public. The parking use data should represent typical weekday and weekend peak periods, preferable during the tourist season. Parking space inventory will be collected, summarized and analyzed on a sub-area basis, by facility and location. Data and information available or included in current studies or previously prepared documents will be reviewed and incorporated, as appropriate, into the parking analysis.

Parking occupancy data and limited sampling to ascertain turnover and duration data is proposed to be collected during three different times for two different weeks during the peak season as summarized below. In addition, sampling of the County beach parking lot will be conducted several times during each survey day to ascertain the use characteristics of those facilities relative to the Ocean Mall facilities. This may be important data to have on-hand as the City considers paid parking and the County lot remains free.

EXHIBIT B - PARKING MASTER PLAN

Table 1 - Data Collection Effort

	Wed	Fri	Sat	Totals
Periods	9am-8p	9am-10p	10am-10pm	
Operating Hours	11	13	12	36
No. of Staff	2	2	2	n/a
Total Staff Hrs	22	26	24	72
Total Staff Hours	44	52	48	144

Data collection is a time consuming and expensive task, but a critical element when it comes to developing support from the many stakeholders involved in working through and implementing recommendations.

The parking data collection effort will be summarized in a technical memorandum and submitted to the City for review. This memorandum sets the baseline for modelling future growth scenarios for this site.

The fee for this effort is estimated at \$16,900, including \$16,600 in labor and \$300 in expenses.

TASK 3 – PARKING MANAGEMENT AND OPERATIONS

Because of the lack of available resources at the City, DESMAN will likely recommend a review of options for delivering all or part of the parking program through outsourcing. It is our understanding that currently, there is a need to develop recommendations for parking access and revenue control system for the Ocean Mall lots and parking areas within the initial 30-45 days.

Once Tasks 1 and 2 have been evaluated, DESMAN will have a solid understanding of what the short- and long- term parking system should encompass to support development and meet the City's needs. Although there may be an immediate need for a parking structure already identified by the City for the Marina area plan, DESMAN believes the City should consider a feasibility study by DESMAN to review the site, number of spaces, constructability, program options, cost and financing to ensure the facility provides the best solution for the City. DESMAN believes there may be a number of parking management options that could extend the need for a structure for some time into the future based on actual development needs.

DESMAN's approach to paid parking is that it provides a management tool that will allow the City to manage parking behavior to effectively use parking resources. It also creates a predictable revenue source that can be used to financially support the parking system according to the City's goals.

Subtask 1 - DESMAN will review or recommend new parking regulations, zoning code requirements and restrictions, and create a fee schedule. Development plans will be reviewed and discussed with the City/CRA relative to the Goals and Objectives to determine the most effective recommendations for operational practices and policies regarding the following issues:

- Public parking market rate study
- Development of a Fee Schedule based on a Market Study
- Management and regulation of on- and off-street parking (metered and unmetered parking policies ordinances, regulations, fines, time limits)
- Enforcement - ticket writing and fee collection procedures
- Off-street long-term (permit) parking policies (ordinances, regulations, policies, rates, fines)
- Zoning codes and regulations (including regulations for commercial parking)
- Parking permit program and paid fee schedule for City residents

EXHIBIT B - PARKING MASTER PLAN

- Enforcement of laws, regulations and codes concerning parking including adjudication
- Procedures to address security and safety of facilities (if warranted)

DESMAN will also review the connectivity of the pedestrian and vehicular system from parking areas to buildings, the beach or other destinations. Good connectivity (safety, lighting, shade, environment) can play a critical role in the success and effectiveness of a parking solution. DESMAN would evaluate pedestrian connectivity enhancements as a part of a PMP.

Other components of the parking system that will be reviewed and recommendations developed include:

- Anticipated changes in the parking system associated with paid parking in terms of demand, parking behavior and financial stability within the system
- Changes in policy and practice regarding the number and location of long-term (permits) spaces versus the number of short-term (visitor) spaces to be provided in parking facilities
- Potential for zoned parking fees reflecting supply/demand and destinations
- Guidelines for development of surface parking lots vs. structured parking
- Recommendations regarding the adequacy of transit or shuttle systems
- Vehicular access and circulation (including way-finding and mobile apps)
- Impact of technology on back office software, equipment (smart meters)
- Integration of mobile apps

Recommended changes in the parking system will be drafted and the impacts and benefits related to the following user-groups will be evaluated as appropriate:

- The business community
- The beachfront and Ocean Mall area
- Streets, roadways, intersection operations
- Meeting the needs of the Ocean Mall and Marina projects
- Aesthetic considerations
- Land value and land use
- Actual cost of parking as related to payment in lieu of parking
- Identification of future parking expansion sites
- Ease and timing of implementation of improvements
- Construction cost estimates

As part of Task 3, recommendations will be developed for Subtask A - Parking Access and Revenue Control System for the Ocean Mall Lot and Surrounding Public Area. In addition, Subtasks B, C and D includes the development of bid specifications, and management of the vendor selection, bid negotiation and installation and testing of the equipment as discussed below.

EXHIBIT B - PARKING MASTER PLAN

Subtask A – Recommendation for Parking Access and Revenue Control System (PARCS) for Beach Mall Public Lot Areas

1. The City will need to discuss the overall operational goals and objectives for the on- and off-street parking system with DESMAN so that we fully understand the necessary features and qualities associated with the preferred system. We will also work with the City to assist in identifying any potential physical impediments, obstructions or restricting circumstances that could complicate or prevent the installation of the equipment.
2. DESMAN will prepare best practices performance specifications for a smart parking meter system will be prepared by DESMAN and provided to the City for review, discussion and comment. The document will define the overall program goals and objectives, system features and capabilities, management and service to users, and the generic descriptions of the components and their intended purposes as well as any required new instructional signage.

Subtask B - Specifications and Bidding

1. DESMAN will identify pre-qualified bidders to be submitted to the City for review. At such time a comprehensive list of pre-qualified bidders is agreed upon, a request for bids will be prepared along with and a short list of equipment product lines deemed to be acceptable to DESMAN and the City.
2. DESMAN and City will host a pre-bid conference to answer questions and clarify intent regarding the equipment and operating specifications and to highlight noteworthy features and installation considerations. Typically, the pre-bid conference includes a tour of the on-street parking system where the smart meters will be installed.
3. DESMAN will respond, in writing, to requests for alternate specification requests and further clarifications (requested by prospective bidders) during and after the pre-bid conference but before bid submissions are due.
4. DESMAN will review and evaluate bids, check bidder's references and the reliability and warranties of each bidder's smart parking meters equipment, visit comparable installations identified by the bidder/manufacturer, and complete a pricing comparison. DESMAN will prepare and submit a technical memorandum summarizing the review and recommending award of the project to the highest rated bidder based on the City's purchasing requirements and criteria.

Subtask C - System Installation

The successful bidder shall be required to develop, obtain approval for and execute a comprehensive installation plan to ensure the timeliness and completeness of the installation of the smart parking meters project.

DESMAN will review the plan prior to seeking final acceptance and approval by the City. At a minimum, the comprehensive installation plan provided by the bidder should address the following:

1. Install the most recent and available versions of all hardware and software.
2. Provide a list of installation needs and pre-requisites at commencement of contract.
3. Provide an installation schedule with accurate dates.
4. Provide a list of logistical needs (i.e. street closures, temporary traffic flow changes, power supply feeds, street notifications, signage, etc.) required during the installation process.
5. Describe/agree to a work site cleanup plan, safety/security provisions/measures during/after the work process compatible with industry practices or with city requirements whichever is more stringent.

EXHIBIT B - PARKING MASTER PLAN

6. Provide accurate and detailed records of all equipment and signage to be installed and/or to be provided as inventory including model numbers, install location, serial numbers, date of installation, date of purchase, etc.
7. Identify all third party installers and/or installation service subcontractors along with their qualifications and references from previous installation jobs in recent months.
8. Attend an on-site mobilization meeting at the commencement of installation.
9. Review all proposed installation modifications and/or a punch list of issues and questions that arise during installation and work with the City to get answers and resolve pending issues.
10. Visually observe the installation of the first sets of meters on-street.
11. All other measures required by the City.

Subtask D – Testing and Acceptance

The bidder will need to work with DESMAN (and City when appropriate) to ensure the installation has been successful. The following measures will be coordinated between DESMAN and the bidder.

1. The bidder must work with and demonstrate to DESMAN that all of the meters comply with specifications upon receiving notice of completion of the installation.
2. The bidder must work with and demonstrate to DESMAN (using the central host computer) through tests that the software and reports generated by the system comply with specifications.
3. The bidder must work with and demonstrate to DESMAN the successful functionality of the central computer and associated software for an orderly shutdown in the event of power failure, including the use of battery backup, and backup and recovery systems.
4. If DESMAN determines that the bidder fails to meet any specifications or if the punch list items are not completed satisfactorily, or if testing needs to be repeated, a second and final test will be performed under this scope of services.

Exclusions for Subtasks A, B, C and D Scope

Electrical, civil engineering, software/IT consulting and/or passive and active security professional services that may be needed for this assignment are not included in this scope of services.

Time of Performance

The work effort described in Subtask A (recommendation of equipment) will be completed within 30 to 45 days upon receipt of authorization to proceed. Subtask B can be completed within six to eight weeks of notice to proceed depending on availability of City staff to meet, review, respond and/or provide necessary input. The completion of Subtask C and D have some flexibility but until we know more about the scope of the project, it is difficult to estimate. Similar installations have taken six to eight weeks depending on the time required by the City to review, approve, negotiate and execute a contract with the winning bidder. Furthermore, the schedule may be affected by the extent of any electrical and civil engineering services needed (if any) as part of the City's responsibility for providing adequate power and preparation of the site installation locations.

EXHIBIT B - PARKING MASTER PLAN

The findings of this task will be summarized and presented to the City for review in a series of technical memoranda.

The fee for this effort is separated into three subtasks:

- *Subtask 1 – Evaluation and recommendations for the parking management and operations is estimated at \$12,500, including \$12,200 in labor and \$300 in expenses.*
- *Subtask A – Recommendation for parking access and revenue control system (PARCS) for the Beach Mall public lot areas - \$6,500.*
- *Subtask B - \$6,500*
- *Subtask C - \$11,400*
- *Subtask D - \$7,500*

TASK 4 – PMP NEEDS AND FINANCIAL ANALYSIS

If the findings of the analyses in previous tasks indicates that additional parking facilities or significant equipment or improvements having significant costs are recommended, DESMAN will incorporate those costs in a series of proformas that will model anticipated costs over time. If a parking structure is part of the recommendations, then DESMAN would propose to conduct an evaluation to determine the most feasible and sustainable parking expansion.

Feasibility recommendations and alternatives would include:

- Public parking opportunities throughout the City
- Parking solutions for specific public uses (parks, public facilities, beach)
- Site specific plans for Ocean Mall property
- Site specific plans for the Marina District
- Potential for P3 solutions

Based on our experience in neighboring communities, we would suggest that a parking solution may exist in concert with a public private partnership that has not yet surfaced. Since we are not intimately familiar with your system at this time, we propose this discussion occur with the CRA and appropriate City staff to identify or discuss potential P3 solutions.

DESMAN's approach to parking facility and structure site feasibility studies involves the analysis of alternative sites interwoven with functional and aesthetic considerations. Often preliminary design analysis must often be performed to properly assess the suitability of alternate sites. DESMAN will analyze the potential placement of a building on the site, vehicular access points, adjacent roadway capacity and on-site vehicular and pedestrian circulation opportunities and constraints. Site availability constraints considered by DESMAN include site cost, public policy and regulations, highest and best use analysis, zoning restrictions, property easements and the character of the surrounding development.

The study will also address physical constraints such as existing site development demolition, drainage and utilities, excavation needs, other geotechnical requirements, surrounding elevations, space for construction staging, traffic management during construction and a minimum site footprint for efficient functional design of the parking structure.

DESMAN believes that the evaluation of potential parking expansion site alternatives must reflect the specific needs of the City. DESMAN will assist in evaluating each site in the most objective manner

EXHIBIT B - PARKING MASTER PLAN

possible, weighting those criteria that are most important to the City. Tasks that may be appropriate for a new parking structure include:

- Confirmation of the need to expand the parking system
- Review of existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed facility sites
- Determination of whether any existing facilities can be expanded to meet area parking needs
- Evaluation of private sector participation (such as valet or potential for P3)
- Identification of possible sites for new parking facilities
- Design guidelines and scenario testing including development of conceptual layouts as well as cost estimates based on local unit costs per space
- Evaluation of various alternatives on the basis of criteria
- Operations and financial modeling and recommendations

Positive and negative aspects of each alternative will be identified and a preferred alternative(s) recommended to the City for comment. Construction and other related costs estimates will be based on typical parking related costs in the area.

The information and recommendations resulting from this task will be implemented into the financial proforma analysis. This financial analysis will identify the parameters and recommended changes to the parking system necessary to maintain a financially stable system.

A critical element of the study could be to identify funding mechanisms should the construction of one or more parking structures be recommended. Typically, communities like Riviera Beach rely on General Obligation Bonds for financing parking facilities. However, depending on the City's Goals and Objectives, the City may create a Parking Enterprise Fund with the goal of eventually funding projects supported by parking system revenue.

However, in the interim, DESMAN will work with the City and CRA to identify potential financing options that at a minimum will include parking revenue and fines.

Although there is a limited history regarding parking system finances, DESMAN will want to review any available data for possible input to a pro forma baseline that will be developed in this task by DESMAN.

Forecasts of revenue, maintenance and operating costs, including the annual debt service associated with replacement or new construction and other system costs will be reviewed in the financial analysis.

These recommendations will provide the City with a methodology for their use in determining future rate changes as conditions dictate. Although DESMAN does not know the outcome at this point, it is likely that there will need to be a combination of paid parking and CRA financing to support the parking system PMP recommendations.

The study will examine these options and provide a recommendation as to the best financing option.

The fee for this task has been broken into two separate subtasks:

- *Subtask 1 – Site feasibility and construction cost study - \$8,500 for either Marina or Beach Mall areas. Engineering site sketches and cost estimates will be developed based on typical costs in the market area. Does not include subsurface or site conditions analyses.*
- *Subtask 2 – Financial proformas - \$ 4,500 for either Marina or Beach Mall areas. A technical memorandum will be prepared summarizing the proforma analysis and submitted to the City for review.*

EXHIBIT B - PARKING MASTER PLAN

TASK 5 – PMP RECOMMENDATIONS

Recommendations will be prepared and discussed with the City. Typically, recommendations go through several iterations before a plan is set. Recommendations will address the analyses, findings and outcomes associated with each of the tasks listed above. This task represents all task findings in an Executive Summary format that provides a brief concise document to be shared with Stakeholders.

The PMP Recommendations will be summarized and presented to the City for review in a single technical memorandum.

The fee for this effort is estimated at \$3,500.

TASK 6 – STAKEHOLDER INVOLVEMENT

In some communities, stakeholder involvement is a critical element to implementing changes to a parking system. This may not be the case in Riviera Beach since the parking system is still in its early phases of development. However, if a stakeholder process is desired by the City, the following are the typical milestones for releasing information and obtaining feedback:

1. Project initiation: an opportunity for Stakeholder input and comment at the initial stages of the project in addition to an assessment of what is working and what isn't working
2. Preliminary study findings
3. Study findings
4. Presentation to Stakeholders
5. Presentation of Recommendations to City Planning or Council

TASK DESCRIPTION AND FEE SUMMARY

Table 2 provides a summary of the tasks and fees discussed in the above sections. There are a number of optional tasks that have been developed and provided in the following section for consideration.

Table 2 - Task Description and Fee Summary

Task Description	Fee
Task 1 – Parking Goals and Objectives	\$4,500
Task 2 – Physical Inventory and Analysis	\$16,900
Task 3 – Parking Management and Operations	\$44,400
Subtask A - Recommendations	\$6,500
Subtask B - Bid	\$6,500
Subtask C - Installation	\$11,400
Subtask D - Testing	\$7,500
Parking Management and Operations	\$12,500
Task 4 – PMP Needs and Financial Analysis	\$13,000
Task 5 – PMP Recommendations	\$3,500
Task 6 – Stakeholder Involvement	TBD
Total	\$82,300

EXHIBIT B - PARKING MASTER PLAN

OPTIONAL TASK 1 - PEDESTRIAN NEEDS AND EVALUATIONS FOR PARKING SITES

Within Task 1:

Recognizing that the utility of even the best parking facility is limited if patrons cannot easily reach their ultimate destinations from where they park, the team will also consider performance objectives related to pedestrian facility safety, comfort, and capacity along roadways and at crossings that link parking sites to the destinations and markets they serve.

Within Task 3:

Building upon the demand and existing parking conditions data developed in Task 2 and any preliminary new parking developments identified early in Task 3, the team will perform a system wide analysis of pedestrian conditions including walkway safety and comfort measures, walkway capacity, crossing convenience, and crossing difficulty, with particular focus corridors serving high-demand destinations and existing and proposed high density parking facility sites.

Within Task 4:

If parking structure site feasibility studies are developed, they will also include more detailed evaluations of pedestrian conditions, in the vicinity of the site and which connect to the destinations it serves. For each site selected for a parking feasibility review, the team will perform a local market connectivity analysis to help quantify demand and convenience for comparison to other sites, and a site-level planning review to help maximize the pedestrian mobility from and access to the individual site.

For the local market connectivity analysis, we will analyze pedestrian flow patterns in the immediate vicinity, focusing on the destinations that are to be served by the garage and the hypothetical flow patterns that would connect the garage to the destinations. Once these flow patterns are established, the walking conditions along them, including both sidewalks and crossings, will be evaluated for how well they perform according to multiple criteria. Sidewalk environments will be analyzed for how well they provide a feeling of safety and comfort to pedestrians with respect to adjacent traffic, for their aesthetic character, for their pedestrian flow capacity, and for the degree to which they provide shelter and other protection from the elements. Crossing opportunities along these flow lines will be evaluated for their convenience to dominant paths of travel, and the ease with which pedestrians find opportunities to cross roadways between the parking site and destinations.

Once these analyses are complete, the team will also make recommendations of feasible improvements to walkways and crossings that will help ensure the success of parking sites to serve Riviera Beach's important destinations. The team has a good working relationship with FDOT, including District 4, and will be ready to closely coordinate any potential recommendations that might impact operations on any State roadways so that DOT concerns are thoughtfully addressed and the probability of implementation kept high.

The team will develop detailed cost estimates of recommended walkway and crossing infrastructure recommended to serve parking sites and the destinations they serve so the city has a clear understanding of the investment necessary to provide parking that is convenient and useful to the City's residents and visitors.

EXHIBIT B - PARKING MASTER PLAN

OPTIONAL TASK 2 – TRAFFIC ANALYSES

The scope of services in this agreement is limited to a traffic analysis. No design or safety analyses are included in the scope. Information provided regarding roadway and intersection geometries is conceptual in nature and subject to final design by others.

The stipulated lump sum fees for Tasks 1 through 3 are detailed below. The tasks and supporting fees in this agreement are all interrelated. Approval of individual tasks may require adjustments of the relevant fees.

Project Fees:	Lump Sum	Budgeted for Hrly Charges
Task 1 Ocean Mall Property Site Specific	\$9000	
Task 2 Marina District Site Specific Study	\$15,000	
Task 3 Intersection Capacity Analysis	\$600/intersection	
Task 4 Project Representation/Additional Services		\$5500

Task 4 and any necessary additional tasks will be provided, only if required and directed by the Client or agent of Client, on an hourly basis at the hourly fee rates as shown below. A budget has been established for Task 4 and will not be exceeded without notification. The above fees are based on an analysis for a single buildout phase of development.

Category	Hourly Rate
Principal	\$210.00
Project Manager	\$153.27

Reimbursable direct expenses will be incurred as necessary for the successful completion of all tasks. Expenses may include delivery, printing, submittal fees, automobile usage and the like. Reimbursable direct expenses will be billed at actual costs plus 10 % administration. Traffic counts are typically provided by Palm Beach County. However, any additional traffic counting will be invoiced at \$500.00 each for a 1 person four hour manual turning movement count, \$900.00 for a 2 person four hour manual turning movement count and \$400.00 per machine per day for twenty-four hour automatic machine counts. Parking manual counts shall be performed at an hourly rate of \$75.00/hour.

RESOLUTION NO. 67-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED A CONTRACT TO DESMAN, INC. TO PROVIDE PARKING CONSULTANT SERVICES FOR AN AMOUNT NOT TO EXCEED \$200,000 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City does not currently operate a parking system,

WHEREAS, The City is in need of parking consulting services to develop a parking master plan, and

WHEREAS, The City issued RFP580-15 on December 27, 2015 for Parking Consultant Services, and

WHEREAS, on February 23, 2016 an evaluation committee consisting of the Deputy City Manager, Director of Finance and Administrative Services, City Engineer, Principal Planner, CRA Director of Planning and Development and Senior Procurement Specialist, convened to review and discuss the responses to the RFP, and

WHEREAS, after evaluation of presentations DESMAN, Inc. was selected to provide Parking Consultant Services to the City.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1. The City Council awards the contract to provide parking consultant services to DESMAN, Inc.

Section 2. That the Mayor and City Clerk are authorized to execute the contract.

Section 3. This Resolution shall take effect upon its passage and approval by the City Council.


PASS AND APPROVED THIS 20TH DAY OF JULY, 2016.

RESOLUTION NO. 67-16
PAGE 2

APPROVED:




THOMAS A. MASTERS
MAYOR




TERENCE D. DAVIS
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA L. MILLER-ANDERSON
CHAIR PRO TEM



LYNNE L. HUBBARD
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: L. HUBBARD

L. HUBBARD AYE

K. MILLER-ANDERSON AYE

T. DAVIS JOHNSON AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S.
CITY ATTORNEY

DATE: 7/20/16

CHANGE OF CONTRACT

CHANGE NO. 1

Date: March 19, 2019

CONTRACT BETWEEN
CITY OF RIVIERA BEACH
AND
DESMAN, INC.
FOR
PARKING CONSULTING SERVICES
IN ACCORDANCE
WITH
RESOLUTION 67-16 & RFP 580-15

The following statements supersede and supplant corresponding items in the above subject contract agreement as follows:

IN ACCORDANCE WITH ARTICLE 2 - SCHEDULE, THE TERM OF THIS AGREEMENT IS HEREBY EXTENDED THROUGH APRIL 05, 2020, THEREBY EXERCISING THE FIRST OF TWO RENEWAL OPTIONS FOR ADDITIONAL TWELVE MONTH PERIODS.

DOES READ:

ARTICLE 29 -NOTICE

If sent to the CITY shall be mailed to:
City of Riviera Beach
ATTN: Ruth C. Jones, City Manager

If sent to the CONSULTANT shall be mailed to:
DESMAN, Inc.
ATTN: Chris Luz
2881 East Oakland Park Blvd., Ste.209
Fort Lauderdale, FL 33306
cluz@desman.com

ARTICLE 3- PAYMENTS TO CONSULTANT

Payments to CONSULTANT shall be sent to:
DESMAN, INC
ATTN: Christopher Romano
49 West 37th Street, 5th Floor
New York, NY 10018

CITY OF RIVIERA BEACH

BY: 

KAREN HOSKINS
CITY MANAGER

SHOULD READ:

ARTICLE 29 -NOTICE

If sent to the CITY shall be mailed to:
City of Riviera Beach
ATTN: City Manager

If sent to the CONSULTANT shall be mailed to:
DESMAN, Inc.
ATTN: Chris Luz
100 SE 3rd Avenue, 10th Floor
Fort Lauderdale, FL 33394
Phone: 954-526-6464; Email: cluz@desman.com

ARTICLE 3- PAYMENTS TO CONSULTANT

Payments to CONSULTANT shall be sent to:
DESMAN, INC
ATTN: Christopher Romano
3 West 35th Street, Third Floor
New York, New York 10001

DESMAN, INC.

BY: 

TIMOTHY TRACY
EXECUTIVE VICE PRESIDENT

For information on this Contract Agreement, please contact:

Procurement Department
2051 MLK Blvd, Suite 310
Riviera Beach, FL 33404
(561) 845-4180; (561) 842-5105 - fax

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 11/3/2021

Agenda Category: REGULAR RESOLUTION

Subject: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 1052-21-4 TO ALMAZAN CONSTRUCTION OF WEST PALM BEACH, FLORIDA TO CONSTRUCT THE 13TH STREET TRAFFIC CIRCLE IN THE AMOUNT OF \$214,047 AND PURCHASE TEN (10) TRAFFIC CALMING SPEEDING SIGNS IN THE AMOUNT OF \$49,230; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); APPROPRIATING \$250,000 FROM FUND 301-GAS TAX TO PROJECT 22009-TRAFFIC CALMING; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET FOR SAME; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM PROJECT 22009; AND PROVIDING AN EFFECTIVE DATE.

Recommendation/Motion: Staff recommends that the City Council approve Resolution 130-21.

Originating Dept	Public Works	Costs	\$250,000
User Dept.	Public Works	Funding Source	Project 22009
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

In 2018, residents of Federal Gardens expressed concern with large trucks utilizing 13th street west of Avenue R as a bypass to Congress Avenue. This area west of Avenue R is a residential community with senior citizens and children at play. The UPS trucks became a specific point of concern as they move through the community very early in the morning and late into the evening. Staff commissioned a study to determine traffic calming alternatives to address the resident concerns. In September 2019, Chen Moore and Associates published the technical memorandum on 13th street. The memorandum was provided and presented to City Council in 2020 and staff was directed to take the options to the residents so they may choose which alternative they prefer. At the end of 2020, UPS made a site plan submittal for the addition of 51,883 square feet (SP-21-06) of warehouse at the Avenue P and Blue Heron facility. During the site plan process, the management team of UPS was made aware of the community concerns on the use of 13th street in the residential area west of Avenue R and their management committed to eliminate the use of 13th street west of Avenue R in their service routes. During the review and approval process, UPS committed to contribute \$35,000 towards traffic calming improvements on 13th street. The site plan was approved on January 6th, 2021 via Resolution 04-21. On May 6, 2021 Chen Moore, the Merchant Group, and Councilwoman Lanier hosted a community meeting on 13th

street to allow residents to vote on one of the three traffic calming options.

Following the community vote, staff reached out to Chen Moore for a proposal to conduct the full design of a traffic circle as voted upon by the residents. Chen Moore was issued a purchase order on July 6th, 2021 to begin the full design of a traffic circle at 13th street and Avenue R. On June 24th, 2021 City staff provided a preliminary schedule for activities to deliver the completed construction of the traffic circle. The memorandum was updated on July 27th, 2021 to ensure the project would be completed by the end of 2021. As shown on the enclosed updated memorandum, the next project benchmark will occur on September 1st, 2021 with the final construction plans submitted to City staff. The plans will be quickly provided to the purchasing department for following the procurement process and move to issuing the purchase order to a contractor to begin construction in November of this year.

On September 13th, 2021 the City issued Bid No. 1052-21-4 for the installation of traffic calming devices along 13th Street at Avenue R and Avenue T and Almazan of West Palm Beach is the apparent low bidder.

Fiscal Years	2021				
Capital Expenditures	\$250,000				
Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
External Revenues					
Program Income (city)	NA				
In-kind Match (city)	NA				
Net Fiscal Impact	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NO. Additional FTE Positions (cumulative)	N/A				

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount \$250,000

Contractor Company Name Almazan Construction

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Contractor Email:

Type of Contract Construction

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
City_Council_Memo-13th_Traffic_Calming_11-3-21dj.docx	Memo to Council - 13th St Traffic Calming Project	10/27/2021	Cover Memo
2-RESOLUTION_TO_award_Almazan_Contract_11-3-21_Final.docx	Resolution	10/26/2021	Resolution
3-BID_1052-21-4_RECOMMENDATION_LETTER_1.pdf	Recommendation Letter	10/26/2021	Backup Material
4-BID_#1052-21-4.pdf	Recommendation Letter	10/26/2021	Backup Material
5-almazan.pdf	Bid Proposal	10/26/2021	Backup Material
Contract_for_Construction_Almazan_Construction_13th_Traffic_Circle.docx	Almazan Contract	10/27/2021	Agreement
7-Memo_to_City_Manager_-_13th_st_improvements_6-24-21_7-27-21_10-25-21_update.pdf	Manager Memo	10/26/2021	Backup Material
8-ATS_Shield_Brochure_2021.pdf	ATS Shield	10/26/2021	Backup Material
9-Shield_15_Solar.pdf	Shield Solar	10/26/2021	Backup Material
10-13th_St_Agenda_Item_9-1-21.pdf	13th St Agenda Item 9-1-21	10/26/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bailey, Terrance	Approved	10/26/2021 - 4:21 PM
Purchasing	Williams, Glendora	Approved	10/27/2021 - 8:36 AM
Finance	sherman, randy	Approved	10/27/2021 - 10:41 AM
Attorney	Wynn, Dawn	Approved	10/27/2021 - 12:57 PM
City Clerk	Robinson, Claudene	Approved	10/27/2021 - 12:59 PM
City Manager	Jacobs, Deirdre	Approved	10/27/2021 - 5:29 PM



"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MAB, ICMA-CM

FROM: LOUIS A. JOHNSON, PUBLIC WORKS DIRECTOR

SUBJECT: 13TH STREET TRAFFIC CALMING PROJECT

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

In 2018, residents of the Federal Gardens Community expressed concern with large trucks utilizing 13th Street West of Avenue R as a bypass to Congress Avenue. This area west of Avenue R is a residential community with senior citizens and children at play. The UPS trucks became a specific point of concern as they move through the community very early in the morning and late into the evening. Staff commissioned a study to determine traffic calming alternatives to address the residents' concerns. In September 2019, Chen Moore and Associates published the technical memorandum on 13th Street. The memorandum was provided and presented to City Council in 2020 and staff was directed to take the options to the residents for their choice of alternative traffic calming measures.

At the end of 2020, UPS made a site plan submittal for the addition of 51,883 square feet (SP-21-06) of warehouse at the Avenue P and Blue Heron facility. During the site plan process, the management team of UPS was made aware of the community's concerns on the use of 13th Street in the residential area west of Avenue R and their management committed to eliminate the use of 13th Street west of Avenue R in their service routes.

Further, during the review and approval process, UPS committed to contribute \$35,000 towards traffic calming improvements on 13th Street. The site plan was approved on January 6, 2021 via Resolution 04-21. On May 6, 2021 Chen Moore, the Merchant Group, and Councilwoman Lanier hosted a community meeting on 13th Street to allow residents to vote on one of the three traffic calming options. The results of the voting are indicated in the Chart depicted below:

Alternative No.	Alternative Name	Number of 1st Place Votes	Number of 2nd Place Votes
1	Chicanes	3	16
2	Traffic Circle	21	4
3	Partial Road Closure	1	1

Following the community's vote, staff reached out to Chen Moore for a proposal to conduct the full design of a traffic circle as voted upon by the residents. Chen Moore was issued a purchase order on July 6th, 2021 to begin the full design of a traffic circle at 13th Street and Avenue R. On June 24, 2021, City staff provided a preliminary schedule for activities to deliver the completed construction of the traffic circle. The memorandum was updated on July 27, 2021 to ensure the project would be completed by the end of 2021. As shown on the enclosed updated memorandum, the next project benchmark will occur on September 1, 2021 with the final construction plans submitted to City staff. The plans will be quickly provided to the Purchasing Department for following the procurement process and moving to issue a purchase order to a contractor to begin construction in November of this year.

On September 13th, 2021 the City issued Bid No. 1052-21-4 for the installation of traffic calming devices along 13th Street at Avenue R and Avenue T. Almazan of West Palm Beach is the apparent low bidder.

Citywide Goal:

This item facilitates Goals #1 and 2

Goal #1 Achieve a Prosperous, Resilient, and Sustainable Economy

Goal #2. Create aesthetic improvements with focus on most vulnerable communities

Budget/Fiscal Impact:

The fiscal impact of this work order is funded inside the existing operational budget.

Recommendation(s):

It is recommended that this Resolution be approved.

Attachments:

13th Street Traffic Calming Procurement Memorandum

Resolution for Almazan Award

RESOLUTION NO. 130-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 1052-21-4 TO ALMAZAN CONSTRUCTION OF WEST PALM BEACH, FLORIDA TO CONSTRUCT THE 13TH STREET TRAFFIC CIRCLE IN THE AMOUNT OF \$214,047 AND PURCHASE TEN (10) TRAFFIC CALMING SPEEDING SIGNS IN THE AMOUNT OF \$49,230; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%); APPROPRIATING \$250,000 FROM FUND 301-GAS TAX TO PROJECT 22009-TRAFFIC CALMING; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO ESTABLISH A BUDGET FOR SAME; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FROM PROJECT 22009; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City issued Bid No. 1052-21-4 on September 13, 2021 on DemandStar and the City's website; and

WHEREAS, Supplemental funds in the amount of \$250,000 are required to fund Project 22009-Traffic Calming; and

WHEREAS, Staff recommends supplemental funds be appropriated from Fund 301-Gas Tax in the amount of \$250,000; and

WHEREAS, Almazan Construction, of West Palm Beach, Florida was the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. The City Council hereby accepts the bid proposal and awards a Construction Services Contract to Almazan Construction, the lowest responsive and responsible bidder in the amount \$214,047 to mill, overlay, and construct a traffic circle along 13th Street at Avenue R and T for the Neighborhood Improvement Project.

SECTION 2. The City Council approves an appropriation in the amount of \$250,000 from Fund 301-Gas Tax to Project 22009-Traffic Calming

SECTION 3. The Director of Finance and Administrative Services is authorized establish a budget for Project 22009-Traffic Calming and to make payment from the same.

SECTION 4. The City Manager is authorized to approve Change Orders up to ten percent (10%).

SECTION 5. The Mayor and City Clerk are authorized to execute the Contract.

SECTION 6. That the Resolution takes effect upon its passage and approval by City Council.

PASSED and APPROVED this _____ day of _____, 2021

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: _____



CITY OF RIVIERA BEACH – MEMORANDUM

TO: LOUIS A. JOHNSON, PUBLIC WORKS DIRECTOR

THROUGH: ELIZABETH MCBRIDE, DEPUTY CITY MANAGER

FROM: DESAI SAWYERS *DS*

DATE: OCTOBER 18, 2021

SUBJECT: **RECOMMENDATION: BID #1052-21-4 13TH STREET AND AVE R TRAFFIC CIRCLE PROJECT**

Background:

Solicitation Requested By: Public Works Department
Drafted By: Public Works Department and Procurement

Consistent with the City of Riviera Beach **Code of Ordinance (MUNICODE Section 16.5)**, an Invitation to Bid was advertised on the City's website/DemandStar on **September 13, 2021**, to solicit contractors for 13th Street and Avenue R Traffic Circle Project for the City of Riviera Beach.

Responses including completed project cost were received on **October 14, 2021** from four (4) firms.

BIDDERS:

Firm	Address	Total Bid Avenue R	Total Bid Avenue T
Almazan	West Palm Beach	\$115,876.10	\$98,170.85
R&D Paving	West Palm Beach	\$142,926.50	\$131,015.98
All-Site Construction	West Palm Beach	\$167,234.47	\$145,923.97
Florida Blacktop Inc.	Boca Raton	\$220,093.79	\$191,123.04

The Public Works Director will be, provided with a copy of the proposal, which is included as an attachment to this recommendation letter.

Accordingly, the Procurement Department recommends that **Almazan** be awarded the contract for the 13th Street and Avenue R Traffic Circle Project.

CITY OF RIVIERA BEACH PROCUREMENT DEPARTMENT
ALMAZAN Contractor's Total Bid – Avenue "R"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		3,470.00
2	Mobilization	1	LS	\$	2,650.00
3	Maintenance of Traffic	1	LS	\$	4,775.00
4	Permit Fees	1	AL	\$1,000	1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$	350.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	2,665.00
	General Subtotal				14,910.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	25.95	7,759.05
8	Removal of Roadway Signs	3	EA	90.00	270.00
9	Removal of Existing Curb and Gutter	597	LF	17.80	10,626.60
10	Removal of Existing Asphalt	1302	SY	4.55	5,924.10
	Demolition Subtotal				24,579.75
	ROADWAY				\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	40.45	12,094.55
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	885.00	8,850.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	620.00	620.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	1,095.00	2,190.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	490.00	1,960.00
16	Install Type 'E' Curb	90	LF	33.75	3,037.50
17	Install Type 'F' Curb and Gutter	600	LF	31.80	19,080.00
18	Install Paver Brick	69	SY	79.20	5,464.80
19	Install Asphalt (1-inch)	1302	SY	8.10	10,546.20
20	Solid White Special Emphasis Crosswalk Lines	120	LF	5.50	660.00
21	6" Solid Yellow Edge Line	186	LF	1.10	204.60
22	Install Traffic Sign (Per Post)	16	EA	330.00	5,280.00
23	6" White 2' to 4' Skip Guide Lines	84	LF	1.10	92.40
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	22.00	1,584.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	2.20	448.80
26	Install Bahia Sod	330	SY	12.95	4,273.50
	Roadway Subtotal				76,386.35
Contractor's Total Bid – Avenue "R"				TOTAL \$	115,876.10

ALMAZAN - Contractor's Total Bid – Avenue "T"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		2,940.00
2	Mobilization	1	LS	\$	2,650.00
3	Maintenance of Traffic	1	LS	\$	4,775.00
4	Permit Fees	1	AL	\$1,000	1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$	350.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	2,665.00
	General Subtotal				14,380.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	249	SY	25.95	6,461.55
8	Removal of Roadway Signs	3	EA	90.00	270.00
9	Removal of Existing Curb and Gutter	498	LF	17.80	8,864.40
10	Removal of Existing Asphalt	1085	SY	4.55	4,936.75
	Demolition Subtotal				20,532.70
	ROADWAY				\$
11	Construct 5' Concrete Sidewalk and Match to Existing	249	SY	40.45	10,072.05
12	Construct Sidewalk Curb Ramp w/Truncated Domes	8	EA	885.00	7,080.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	620.00	620.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	1,095.00	2,190.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	3	EA	490.00	1,470.00
16	Install Type 'E' Curb	75	LF	33.75	2,531.25
17	Install Type 'F' Curb and Gutter	500	LF	31.80	15,900.00
18	Install Paver Brick	58	SY	79.20	4,593.60
19	Install Asphalt (1-inch)	1085	SY	8.10	8,788.50
20	Solid White Special Emphasis Crosswalk Lines	100	LF	5.50	550.00
21	6" Solid Yellow Edge Line	155	LF	1.10	170.50
22	Install Traffic Sign (Per Post)	12	EA	330.00	3,960.00
23	6" White 2' to 4' Skip Guide Lines	70	LF	1.10	77.00
24	12"X18" White Yield Triangles at 24" O.C.	60	LF	22.00	1,320.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	170	LF	2.20	374.00
26	Install Bahia Sod	275	SY	12.95	3,561.25
	Roadway Subtotal				63,258.15
Contractor's Total Bid – Avenue "T"			TO	TOTAL \$	98,170.85

RD PAVING - Contractor's Total Bid – Avenue "R"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		2,800.00
2	Mobilization	1	LS	\$	7,700.00
3	Maintenance of Traffic	1	LS	\$	1,250.00
4	Permit Fees	1	AL	\$1,000	1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$	750.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	7,100.00
	General Subtotal				20,600.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	19.10	5,710.90
8	Removal of Roadway Signs	3	EA	82.50	247.50
9	Removal of Existing Curb and Gutter	597	LF	7.95	4,746.15
10	Removal of Existing Asphalt	1302	SY	5.30	6,900.60
	Demolition Subtotal				17,605.15
	ROADWAY				\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	62.60	18,717.40
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	875.90	8,759.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	440.00	440.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	550.00	1,100.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	440.00	1,760.00
16	Install Type 'E' Curb	90	LF	54.40	4,896.00
17	Install Type 'F' Curb and Gutter	600	LF	46.60	27,960.00
18	Install Paver Brick	69	SY	134.55	9,283.95
19	Install Asphalt (1-inch)	1302	SY	9.25	12,043.50
20	Solid White Special Emphasis Crosswalk Lines	120	LF	10.45	1,254.00
21	6" Solid Yellow Edge Line	186	LF	1.35	251.10
22	Install Traffic Sign (Per Post)	16	EA	833.30	13,332.80
23	6" White 2' to 4' Skip Guide Lines	84	LF	1.20	100.80
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	12.00	864.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	4.20	856.80
26	Install Bahia Sod	330	SY	9.40	3,102.00
	Roadway Subtotal				104,721.35
Contractor's Total Bid – Avenue "R"				TOTAL	\$ 142,926.50

RD PAVING - Contractor's Total Bid – Avenue "T"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		2,570.00
2	Mobilization	1	LS	\$	7,700.00
3	Maintenance of Traffic	1	LS	\$	3,300.00
4	Permit Fees	1	AL	\$1,000	1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$	750.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	7,100.00
	General Subtotal				22,420.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	249	SY	23.52	5,856.48
8	Removal of Roadway Signs	3	EA	82.50	247.50
9	Removal of Existing Curb and Gutter	498	LF	10.00	4,980.00
10	Removal of Existing Asphalt	1085	SY	6.35	6,889.75
	Demolition Subtotal				17,973.73
	ROADWAY				\$
11	Construct 5' Concrete Sidewalk and Match to Existing	249	SY	63.20	15,736.80
12	Construct Sidewalk Curb Ramp w/Truncated Domes	8	EA	895.50	7,164.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	440.00	440.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	550.00	1,100.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	3	EA	440.00	1,320.00
16	Install Type 'E' Curb	75	LF	58.65	4,398.75
17	Install Type 'F' Curb and Gutter	500	LF	49.65	24,825.00
18	Install Paver Brick	58	SY	145.45	8,436.10
19	Install Asphalt (1-inch)	1085	SY	10.60	11,501.00
20	Solid White Special Emphasis Crosswalk Lines	100	LF	10.45	1,045.00
21	6" Solid Yellow Edge Line	155	LF	1.35	209.25
22	Install Traffic Sign (Per Post)	12	EA	833.30	9,999.60
23	6" White 2' to 4' Skip Guide Lines	70	LF	1.35	94.50
24	12"X18" White Yield Triangles at 24" O.C.	60	LF	13.20	792.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	170	LF	4.20	714.00
26	Install Bahia Sod	275	SY	10.35	2,846.25
	Roadway Subtotal				90,622.25
Contractor's Total Bid – Avenue "T"		TOTAL \$ 131,015.98			

ALL-SITE - Contractor's Total Bid – Avenue "R"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		631.65
2	Mobilization	1	LS	\$	3,150.00
3	Maintenance of Traffic	1	LS	\$	756.00
4	Permit Fees	1	AL	\$1,000	3,878.28
5	Professional Audio/Visual of Construction Site	1	LS	\$	7,402.50
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	29,841.04
	General Subtotal				45,659.47
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	5.00	1,495.00
8	Removal of Roadway Signs	3	EA	63.00	189.00
9	Removal of Existing Curb and Gutter	597	LF	5.00	2,985.00
10	Removal of Existing Asphalt	1302	SY	9.00	11,718.00
	Demolition Subtotal				16,387.00
	ROADWAY				\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	73.00	21,827.00
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	2,268.00	22,680.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	378.00	378.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	630.00	1,260.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	378.00	1,512.00
16	Install Type 'E' Curb	90	LF	38.00	3,420.00
17	Install Type 'F' Curb and Gutter	600	LF	38.00	22,800.00
18	Install Paver Brick	69	SY	88.00	6,072.00
19	Install Asphalt (1-inch)	1302	SY	12.00	15,624.00
20	Solid White Special Emphasis Crosswalk Lines	120	LF	6.00	720.00
21	6" Solid Yellow Edge Line	186	LF	1.00	186.00
22	Install Traffic Sign (Per Post)	16	EA	378.00	6,048.00
23	6" White 2' to 4' Skip Guide Lines	84	LF	1.00	84.00
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	25.00	1,800.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	3.00	612.00
26	Install Bahia Sod	330	SY	0.50	165.00
	Roadway Subtotal				105,188.00
Contractor's Total Bid – Avenue "R"				TOTAL \$	167,234.47
COMMENTS ; Vendor switched construction spreadsheet for AVE R AND T also changed the Quantity on item 26					

ALL-SITE - Contractor's Total Bid – Avenue "T"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		631.65
2	Mobilization	1	LS	\$	3,150.00
3	Maintenance of Traffic	1	LS	\$	756.00
4	Permit Fees	1	AL	\$1,000	3,878.28
5	Professional Audio/Visual of Construction Site	1	LS	\$	7,402.50
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	29,841.04
	General Subtotal				45,659.47
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	249	SY	5.00	1,245.00
8	Removal of Roadway Signs	3	EA	63.00	189.00
9	Removal of Existing Curb and Gutter	498	LF	5.00	2,490.00
10	Removal of Existing Asphalt	1085	SY	9.00	9,765.00
	Demolition Subtotal				13,689.00
	ROADWAY				\$
11	Construct 5' Concrete Sidewalk and Match to Existing	249	SY	73.00	18,177.00
12	Construct Sidewalk Curb Ramp w/Truncated Domes	8	EA	2,268.00	18,144.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	378.00	378.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	630.00	1,260.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	3	EA	378.00	1,134.00
16	Install Type 'E' Curb	75	LF	38.00	2,850.00
17	Install Type 'F' Curb and Gutter	500	LF	38.00	19,000.00
18	Install Paver Brick	58	SY	88.00	5,104.00
19	Install Asphalt (1-inch)	1085	SY	12.00	13,020.00
20	Solid White Special Emphasis Crosswalk Lines	100	LF	6.00	600.00
21	6" Solid Yellow Edge Line	155	LF	1.00	155.00
22	Install Traffic Sign (Per Post)	12	EA	378.00	4,536.00
23	6" White 2' to 4' Skip Guide Lines	70	LF	1.00	70.00
24	12"X18" White Yield Triangles at 24" O.C.	60	LF	25.00	1,500.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	170	LF	3.00	510.00
26	Install Bahia Sod	275	SY	0.50	137.50
	Roadway Subtotal				86,575.50
Contractor's Total Bid – Avenue "T"				TOTAL \$	145,923.97
COMMENTS ; Vendor switched construction spreadsheet for AVE R AND T also changed the Quantity on item 26					

FLORIDA BLACKTOP INC - Contractor's Total Bid – Avenue "R"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		6,527.77
2	Mobilization	1	LS	\$	16,900.38
3	Maintenance of Traffic	1	LS	\$	30,678.76
4	Permit Fees	1	AL	\$1,000	1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$	5,825.26
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	9,320.42
	General Subtotal				70,252.59
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	12.66	3,785.34
8	Removal of Roadway Signs	3	EA	233.01	699.03
9	Removal of Existing Curb and Gutter	597	LF	6.00	3,582.00
10	Removal of Existing Asphalt	1302	SY	10.00	13,020.00
	Demolition Subtotal				21,086.37
	ROADWAY			\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	62.91	18,810.09
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	844.66	8,446.60
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	582.56	582.56
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	1747.58	3,495.16
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	1165.05	4,660.20
16	Install Type 'E' Curb	90	LF	34.95	3,145.50
17	Install Type 'F' Curb and Gutter	600	LF	30.29	18,174.00
18	Install Paver Brick	69	SY	83.88	5,787.72
19	Install Asphalt (1-inch)	1302	SY	36.41	47,405.82
20	Solid White Special Emphasis Crosswalk Lines	120	LF	11.97	1,436.40
21	6" Solid Yellow Edge Line	186	LF	2.99	556.14
22	Install Traffic Sign (Per Post)	16	EA	816.07	13,057.12
23	6" White 2' to 4' Skip Guide Lines	84	LF	2.99	251.16
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	11.97	861.84
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	5.98	1,219.92
26	Install Bahia Sod	330	SY	2.62	864.60
	Roadway Subtotal				128,754.83
Contractor's Total Bid – Avenue "R"		TOTAL \$ 220,093.79			

FLORIDA BLACKTOP INC - Contractor's Total Bid – Avenue "T"

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		5,678.06
2	Mobilization	1	LS	\$	14,700.49
3	Maintenance of Traffic	1	LS	\$	30,675.56
4	Permit Fees	1	AL	\$1,000	1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$	5,824.66
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	9,319.45
	General Subtotal				67,198.22
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	249	SY	12.66	3,152.34
8	Removal of Roadway Signs	3	EA	232.99	698.97
9	Removal of Existing Curb and Gutter	498	LF	6.00	2,988.00
10	Removal of Existing Asphalt	1085	SY	10.00	10,850.00
	Demolition Subtotal				17,689.31
	ROADWAY			\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	249	SY	62.91	15,664.59
12	Construct Sidewalk Curb Ramp w/Truncated Domes	8	EA	844.58	6,756.64
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	582.47	582.47
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	1,747.40	3,494.80
15	Adjust Existing Gate Valve to Proposed Ground Elevation	3	EA	1,164.93	3,494.79
16	Install Type 'E' Curb	75	LF	34.95	2,621.25
17	Install Type 'F' Curb and Gutter	500	LF	30.29	15,145.00
18	Install Paver Brick	58	SY	83.88	4,865.04
19	Install Asphalt (1-inch)	1085	SY	36.40	39,494.00
20	Solid White Special Emphasis Crosswalk Lines	100	LF	11.97	1,197.00
21	6" Solid Yellow Edge Line	155	LF	2.99	463.45
22	Install Traffic Sign (Per Post)	12	EA	815.99	9,791.88
23	6" White 2' to 4' Skip Guide Lines	70	LF	2.99	209.30
24	12"X18" White Yield Triangles at 24" O.C.	60	LF	11.97	718.20
25	Apply 6" Double Yellow w/Bidirectional Yellow	170	LF	5.98	1,016.60
26	Install Bahia Sod	275	SY	2.62	720.50
	Roadway Subtotal				106,235.51
Contractor's Total Bid – Avenue "T"				TOTAL	\$ 191,123.04



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH

13TH STREET AND AVENUE "R" TRAFFIC CIRCLE PROJECT

BID No. 1052-21-4

Issue Date: September 13, 2021

Due Date: October 14, 2021 at 3:00 p.m.

Publish: September 15, 2021 Palm Beach Post
Publish: September 13, 2021 www.rivierabeach.org / www.demandstar.com



GENERAL INFORMATION

GENERAL CONDITIONS:

- A. Payment will be made upon completion of said work. Completion shall mean the acceptance or final approval by the designated contact person for the project.
- B. Payments will not be made for partial work.
- C. All contracted services are to be performed in a professional manner, at a 100% level by qualified personnel.
- D. Prices submitted in regards to this bid shall include, but not be limited to all necessary manpower, equipment, permits, cranes, materials, specialized building materials, manufacturer's representation (if needed), temporary storage facilities and all other work as specified in the plans and specifications (attached).

SITE CONDITIONS:

- A. Site access will be limited to required company vehicles, delivery vehicles and hired vehicles only.
- B. Any damage caused to the existing buildings or equipment by work performed under this contract shall be repaired to the owner's satisfaction at the contractor's expense.
- C. Contractor to provide all necessary pedestrian and traffic control devices at all times during the performance of the contract.
- D. Contractor is responsible for the handling and storing of all materials delivered to the site.

SPECIAL REQUIREMENTS:

- A. The contractor must be licensed to work in the State of Florida and Palm Beach County. **Submit documentation of this with bid.**
- B. Proof of Insurability and the ability to meet insurance requirements, as listed is required in this bid package. **Provide a copy of insurance with bid.** (An Insurance Certificate naming the City as additional insured is not required until notice of award has been issued.)
- C. The contractor shall direct its personnel in the execution of the work.
- D. Municipalities and other governmental entities may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by Contractor and the City. (None of the participating governmental entities shall be deemed to be a party to any contract executed by and between any other governmental entity and the Contractor as a result of this procurement action.)

WARRANTY:

Warranty work shall be corrected by the contractor at no additional cost to the City. Warranty period shall begin on the date the project is completed as evidenced by the building permit signed as "final inspection". The date of the successful passing of the final inspection shall signify the completion date of the project. Warranty items shall include, but not be limited to defective workmanship, parts, or equipment for the time periods listed below:

1. Workmanship warranty shall be one (1) year.
2. Standard Manufacturer's warranty on parts and materials

All warranty work is to be completed in a timely manner following the response times listed in this document.

Reasonable shipping times for parts and equipment will be considered.

AWARD CRITERIA

The award shall be to the responsive and responsible lowest bidder meeting the written specifications and the minimum qualifications of experience, competency, and price.

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation and are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work for at least five (5) or more years. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Riviera Beach.

FURTHER INFORMATION

Service work schedules shall be coordinated with Project Manager before any work is started.

No change(s) and no interpretation(s) shall be considered binding unless provided to all bidders in writing by the Director of Procurement or designee.

Project work schedules shall be coordinated with the City Engineer, Terrence Bailey before any work is started.

POINT OF CONTACT

Please refer procurement/procedural questions to Glendora Williams, Buyer at gwilliams@rivierabeach.org

CODE REQUIREMENTS

The Contractor and subcontractor(s) on this project must be familiar with all applicable Federal, State, and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

CONDUCT OF EMPLOYEES

All employees of the contractor shall conduct themselves in a courteous and professional manner at all times. Abusive language or gestures shall not be tolerated and could be cause for removal from contract. Caution shall be exercised to assure that their operations do not cause any safety hazards to the general public. Whenever questions, complaints, etc., are directed to an employee of the contractor by the public, they are to acknowledge, record, and pass on to the City's contact person if unable to reply.

SUPERVISION AND INSPECTIONS

The Contractor shall have a competent and designated person in charge and outside for each crew at all times. The City shall inspect work at its discretion. If work is not performed to specifications outlined in this contract, the Contractor will have 72 hours to correct the deficiency, weather permitting. If deficiency is not corrected, liquidated damages will be assessed.

The City reserves the right to withhold payments for any work, which is not considered to be within the scope of the specifications of the contract. Continued failure to meet terms of the contract will result in the termination of contract.

PUBLIC SAFETY AND CONVENIENCE

The Contractor shall at all times conduct work as to insure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties and inconvenience to the general public and the residents in the vicinity of the work and to insure the protection of persons and property.

The City franchises roll off containers/dumpsters. If Contractor should have to use a roll off container/dumpster, the Public Works Department will provide the name of the franchisee upon request.

EQUIPMENT AND PERSONNEL

Any and all defective equipment shall be promptly removed from the site. Personnel employed directly, or indirectly, by the Contractor who is incompetent, inept or unfit to perform the work shall be promptly removed from work covered under the contract. Failure of the Contractor to remove defective equipment or personnel who are incompetent, inept or unfit may result in the termination of the contract.

PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or other owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or agents.

The responsibility for all harm or damage to person or property arising out of, or on account of, work done under this Contract shall rest upon the Contractor and the Contractor shall save the City harmless from all claims made on account of such damage.

INSPECTION/ACCEPTANCE OF WORK

Acceptance of work performed will be made by the City once City personnel has inspected the work and determined that the job was completed consistent with the work request and to the satisfaction of this document and fully complies with the specifications herein.

PAYMENT TO SUBCONTRACTORS, SUPPLIERS AND SUB-SUBCONTRACTOR

Pursuant to the provision of Florida Statutes 218.735(6), as may be amended, when a prime contractor receives payment from the City for labor, services or materials furnished by subcontractors or suppliers hired by the prime contractor, the prime contractor shall remit payment due to those subcontractors and suppliers within ten (10) days after the prime contractor's receipt of payment.

When a subcontractor receives payment from a prime contractor for labor, services or materials furnished by sub-contractor and suppliers hired by the subcontractor, the subcontractor shall remit payment due to those sub-subcontractors within seven (7) days after subcontractor's receipt of payment from the prime contractor.

PAYMENT/PERFORMANCE BOND:

The successful bidder will be required to secure a payment and performance bond in the amount equal to 100% of the contract amount for any bid in excess of \$100,000.00.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes Section 255.05, covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858. The bonds must be recorded in the official records of Palm Beach County prior to any work commencing.

INDEMNIFICATION

CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, officers and employees from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, omission or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the City, its agents, servants, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the City, its agents, servants, officers, or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

The indemnification provided above shall obligate the CONTRACTOR to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at CITY'S option, any and all claims of liability and all suits and actions of every name and description which may be brought against the CITY whether performed by CONTRACTOR, or persons employed or utilized by CONTRACTOR.

PERMITS AND FEES

The Contractor shall procure and pay for all permits and licenses, charges and fees and give all notices necessary and incidental to the lawful prosecution of the work. The Contractor shall include the cost for all permits in the contractor's base bid.

Contractor shall possess and keep in force all licenses, business permits and other permits required to perform the services of this Agreement.

CONTRACT:

The Procurement Department shall issue a purchase order incorporating this Invitation to Bid and the Bid documents submitted by the bidder awarded the contract. Such purchase order together with the City standard contract for services shall constitute the contract.

The Contractor shall not assign, transfer or subcontract this contract either in whole, or in part, without prior written approval of the City.

The contract will be subject to immediate cancellation if services do not comply with the specifications or the terms and conditions as stated herein.

CONTRACT AMOUNT:

Prices quoted in the bid will be considered firm for each type work to be performed.

SUBCONTRACTING:

After award and prior to start of work the Contractor shall submit a listing of all subcontractor(s), if any, and the portion of the contract they will perform. If subcontractor(s) are stated, this does not relieve the Contractor from the prime responsibility of full and complete satisfactory and acceptable performance under any awarded contract. No job can be subcontracted without prior approval from the City.

PAYMENT

Payment will be made by the City after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or purchase order. Invoices shall be itemized and include the City purchase order number and the contractor invoice number.

Payment for services shall be made only for work performed and requested of the Contractor and accepted by the City.

CONE OF SILENCE

No entity filing a BID shall through their principal, attorneys, or agents contact the City Council for the purposes of discussing any aspect of this BID for any possible decision on the BID; neither shall any such party approach third parties for the purposes of having those third parties have those types of discussions with the City Council. **Any action in violation of this provision shall be cause for disqualification from participation in this BID.**

NON-COLLUSION STATEMENT

By signing its Bid, the bidder certifies that its Bid is made independently and free from collusion. Bidder shall disclose below, to their best knowledge, any Riviera Beach officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement. Any Riviera Beach officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he/she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this proposer.

Failure of a bidder to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

Proposer, if doing business under an assumed name, i.e., an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Florida Department of State, Division of Corporations.

SMALL BUSINESS ENTERPRISE (SBE)

The City has a goal for Small Business Enterprises (SBE) participation of fifteen percent (15%) for City procurement of construction, professional services and other commodities. Failure to satisfy this requirement will result in a bid disqualification.

The City defines Small Business Enterprises as such, a business which has been certified by the State of Florida, The Palm Beach County Office of Small Business Assistance, or other County or State governmental agencies and is an independently owned and operated for profit business concern organized to engage in commercial transactions.

When evaluating competitive bids of up to five hundred thousand dollars (\$500,000) in which the apparent low bidder is determined to be nonresponsive to SBE requirements, the contract shall be awarded to the low bidder responsive to SBE requirements, or in the event there are no bidders responsive to the SBE requirements, to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, as long as the bid does not exceed the low bid amount by five percent (5%).

In cases where the low bid exceeds five hundred thousand dollars (\$500,000) the contract shall be awarded to the low bidder who is responsive to the SBE requirements. In the event there are no bidders responsive to the SBE requirements, the contract shall be awarded to the bidder with the greatest SBE participation in excess of eight percent (8%) participation, provided that such bid does not exceed the low bid amount by more than fifty thousand dollars (\$50,000).

LOCAL VENDOR PREFERENCE

Under the City's Procurement Code, the City has a preference for local businesses. A local business, for the purposes of the application of the local vendor preference, means a bidder, which has a permanent, physical place of business within the city limits, and a valid business tax receipt and certificate of occupancy applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service center are not verifiable and shall not be used for the purpose of establishing said physical

address. If the business is a joint venture/partnership, it is sufficient for qualification as a local business if at least one party of the joint venture/partnership meets the test set forth in this section. The bidder shall have the burden of demonstrating that it meets this definition. Permanent physical location must be established for a minimum of twelve (12) months prior to the published date of this solicitation.

The application of the local vendor preference shall not change the actual cost proposal. Further, in no event will it cause the city to pay more than \$25,000.00 above the amount proposed by the non-local vendor, which would have been recommended for award if the local vendor preference had not been applied.

INCENTIVE FOR CONTRACTORS WHO SUB-CONTRACT AT LEAST 25% OF CONTRACT WITH LOCAL BUSINESSES

If no Riviera Beach Company submits a bid, preference will be given to non-local businesses, which submit bids/proposals that utilize local Riviera Beach businesses for at least 25% of the contract award amount.

The City qualifies a local business as a bidder who has a permanent, physical place of business within the City limits, and a valid business tax receipt applicable to the required goods, services, or construction items being procured. Post office boxes or locations at a postal service are not verifiable and shall not be used for the purpose of establishing said physical address.

RIGHTS TO INVESTIGATE AND AUDIT: OFFICE OF THE INSPECTOR GENERAL

The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any awarded contract and in furtherance thereof may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The bidder understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the bidder or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of any contract entered into with the bidder as justification for termination.

Remainder of page intentionally left blank

SCOPE OF WORK

1. PROJECT DESCRIPTION/BACKGROUND:

- a. The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other services necessary to fully **construct a new traffic circle in an existing intersection, demolition of asphalt, concrete, and landscaping, installation of paver bricks, asphaltic pavement, concrete sidewalks, concrete curb and gutter, and water meter box, inlet, manhole adjustments, stripping and signage, and sod** and all other elements as indicated on the associated plans and specifications. The contractor shall be responsible for protection of all irrigation. The contractor shall be responsible for restoration of pavement and sodding of all disturbed areas. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.
- b. The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.
- c. The contractor shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others.
- d. Safeguard of all equipment, tools, materials, etc., at the work site shall be the contractor's responsibility.
- e. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.
- f. Contractor shall correct any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
- g. The contractor shall have an English-speaking supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- h. The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.
- i. The contract time for this solicitation shall be for **45 days** from issuance of Purchase Order/Notice to Proceed to Project Substantial Completion. The contractor work shall Finally Complete with an additional **15 calendar days** from Substantial Completion. Total Calendar days shall be **60 days** unless specifically indicated in the origination of the requisition.
- j. The successful bidder, in order to be considered responsive must possess the appropriate licenses.

2. CONTRACT DURATION:

Notice to Proceed: After Execution of Agreement, the City and the Contractor shall agree to a Notice-to-Proceed date. The City will issue written notification of the Notice-to-Proceed date.

Contract Duration: The total contract duration for this project shall be for 60 days or until completion of the project.

BID OPENING DATE:

Bids will be received until **10/14/2021 3:00 PM** at the office of the City Clerk, 600 West Blue Heron Boulevard, Suite #140, Riviera Beach, Florida. **Due to Covid19, bids will not be opened and publicly read aloud in the Council Chambers on the specified date and time.** Bid results will be posted within 72 hours to the City's website. No bids will be accepted after the time and date specified. The bidder is required to examine carefully the Scope of Work and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under this bid, or affect the equipment, materials and labor required. Failure to do so will not be a basis for subsequent change orders.

INQUIRIES/QUESTIONS DEADLINE:

All inquiries shall be in written format and addressed to Glendora Williams:

Procurement Department
1481 West 15th Street
Riviera Beach, FL 33404
Email: gwilliams@rivierabeach.org

The last day to submit questions concerning this BID shall be **9/24/2021 by 3:00 p.m.** Questions received after this time will not be answered.

PROCUREMENT SCHEDULE

Event	Date
Date ITB Issued	September 13, 2021
Due Date for Questions	September 24, 2021
Responses to Questions	September 30, 2021
ITB Due Date	October 14, 2021

THE RESPONSIBILITIES OF THE CONTRACTOR

The responsibilities of the Contractor include, but shall not be limited to, the following:

The Contractor shall provide and safeguard all labor management, supervision, materials, components, tools and equipment at work site.

The Contractor shall be responsible for securing all required permits including Application and Payment for City of Riviera Beach building permit. Cost of permit to be paid by contractor and should be reflected in overhead.

The Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage and related activities and equipment.

The Contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with City policies and rules prohibiting smoking and consumption of alcohol and illegal drugs while on City projects.

The Contractor shall provide a supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act on the contractor's behalf.

The Contractor shall be responsible on a daily basis to maintain a clean work site, to remove debris, and to dispose of it properly at the Contractor's expense.

The Contractor shall take precautions necessary to protect person or property against injury or damage and be responsible for any such damage, or injury that occurs as a result of their fault or negligence.

Reporting Dangerous Conditions/Situations: The Contractor shall report any encounter with dangerous conditions or unusual situations shall be reported to the City Contact Person.

Damages by CONTRACTOR: Any damage to buildings fences, structures, automobiles, windows, etc., as a result of the extraction/transport/disposal shall be repaired/replaced within two (2) weeks of date of damage by the Contractor, at no cost to the City. All incidents of damage by the Contractor and any discoveries of damage shall be reported to the Project Manager immediately upon discovery.

Contractor shall provide a written work plan and timeline for the proposed job (Critical Path). The City may either (a) accept the work plan, timeline, or (b) elect to not have Contractor proceed with the project, or (c) the City may provide a revised work plan and timeline for the Contractor to evaluate. Contractor shall not proceed with any work until it obtains written authorization to proceed from the City.

If a project requires special equipment such as a lift or hoist, roll-off dumpster, Contractor shall include the price for the use of such equipment and related labor in its base bid.

If operations performed during the day are deemed by the Project Manager to be disruptive then operations shall cease and continue after 5:00pm.

Contractor shall supervise all work performed under this Agreement. However, the City may inspect all work to determine that the quality is acceptable to the City.

INSURANCE INFORMATION

The successful firm or individual entering a resulting contract with the City shall provide, pay for and maintain in full force and affect at all times during the services to be performed insurance as set forth below: (This may be modified, as the City deems appropriate)

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Commercial and General	\$1,000,000 per occurrence
Contractual, insurance broad form property,	\$1,000,000 per occurrence
Independent contractor, personal injury)	\$3,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$1,000,000 single limits
Worker's Compensation, as applicable	\$1,000,000 per accident
\$1,000,000 disease each employee	
\$1,000,000 disease policy limit	
Professional Liability Insurance	\$1,000,000 per occurrence

The successful proposer must maintain in full force and effect, during the life of this engagement. Certificates of liability insurance, satisfactory to the City, shall be furnished to the City immediately upon commencement of any services, with complete copies of policies to be furnished upon the City's request. Such certificates of insurance will provide the City with thirty (30) days prior written notice of any cancellation or non-renewal.

The policies shall name the City of Riviera Utility Special District as an additional insured, and proof of such coverage shall be furnished to the City by way of an endorsement to same or a certificate of insurance no later than ten (10) days prior to the provision of services under the awarded contract and upon renewal of each policy each year the awarded contract remains in effect and for a period of one (1) year after the termination of the contract.

All such insurance must be with an insurance carrier approved and authorized to do business in the state of Florida, and who must have a rating of no less than A VII by A.M. BEST RATING, or as mutually agreed upon by the City and the successful Respondent. All such insurance policies may not be modified or terminated without the express written authorization of the City. The insurance requirements set forth herein may be modified by the City in its sole discretion in competitive negotiations.

Misrepresentation of any material fact, whether intentional or not, regarding the proposers insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any resulting. **Evidence of ability to obtain appropriate insurance coverage shall be provided in each bid. All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:**

City of Riviera Beach
Attn: Risk Manager
1481 West 15th Street
Riviera Beach, FL 33404
Email: risk@rivierabch.com

BID CHECKLIST

Bidders are expected to examine this bid form, attached drawings, specifications, if any, and all instructions. Failure to do so will be at the Bidder's risk.

All prices and notations must be in ink or typewritten. No erasure permitted. Mistakes may be crossed out and corrections typed adjacent and must be initialed and dated in ink by the person signing the bid. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

Each bidder shall furnish the information required on the bid form and each accompanying sheet thereof on which he or she makes an entry.

Unit price for each unit bid shall be shown. A total shall be entered in the amount column for each bid. In case of discrepancy between a unit price and extended price, the unit prices represented will presume to be correct.

Although the City generally awards based on a "lump sum" basis to the bidder submitting the lowest, most responsive and responsible total bid, the City may choose to award on a "per group" or "per item" basis. Therefore, bidders must submit with their bids, all pricing pages on the forms provided clearly indicating which items are bid and which are not. Failure to submit these pages will render such bid non-responsive.

Bid Check List:

Bidders are cautioned to please check their bid very carefully, using the following checklist:

- | | |
|----------|--|
| <u>✓</u> | Bidder's Certification Page Signed and Notarized |
| <u>✓</u> | Invitation to Bid Cost Proposal, including Unit Price and Total price completed.
Total Amount of Bid Entered on Invitation to Bid Cover Sheet. |
| <u>✓</u> | All required forms |
| <u>✓</u> | Bid Envelope prepared as specified |
| <u>✓</u> | It is the bidder's responsibility to contact the Procurement Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain such addenda and return executed addenda with the bid. |

REQUEST FOR INFORMATION FORM

ALL QUESTIONS PERTAINING TO THIS SOLICITATION MUST BE SUBMITTED IN WRITING.

(PLEASE EMAIL GLENDORA WILLIAMS @ gwilliams@rivierabeach.org WE WILL RESPOND AS SOON AS POSSIBLE.)

ITB # 1052-21-4

Date: 10/14/2021

Contact Person Samuel J. Almazan

Business Name Almazan Construction

Business Address 2771 Vista Parkway, Unit F6,

Business City, State, Zip West Palm Beach, FL 33411

Office No.: 561-812-3672

Fax No: _____

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are approximately 20 lines visible. The paper has a slightly aged or off-white appearance.

ATTACHMENT “A”

REQUIRED FORMS

IN ADDITION TO THE BID COVER PAGE, THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR BID.

- 1) BIDDER'S CERTIFICATION
- 2) BID COST PROPOSAL
- 3) BID BOND
- 4) CONTRACTOR VERIFICATION FORM (including licensing, corporation and certifications)
- 5) STATEMENT FROM SURETY
- 6) ADDENDUM PAGE
- 7) REFERENCES
- 8) DRUG FREE WORKPLACE
- 9) PUBLIC ENTITY CRIMES STATEMENT
- 10) SCHEDULE 1 – PARTICIPATION FOR SMALL BUSINESS ENTERPRISES
- 11) SCHEDULE 2 – LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS SUB- CONTRACTORS
- 12) SCHEDULE 3- LOCAL BUSINESS PARTICIPATION
- 13) SCHEDULE 4 – LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS
- 14) BID BOND

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR BIDS IN ACCORDANCE WITH THE INSTRUCTION SHEET ON PRECEDING PAGE. FAILURE TO DO SO MAY RESULT IN YOU NOT BEING CONSIDERED FOR AWARD.

IT IS THE BIDDER'S RESPONSIBILITY TO CONTACT THE PROCUREMENT DEPARTMENT PRIOR TO SUBMITTING YOUR QUALIFICATION TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ANY AND ALL SUCH ADDENDA AND RETURN EXECUTED ADDENDA WITH THIS BID.

BIDDER'S CERTIFICATION

I have carefully examined the Invitation to Bid, Instructions to Bidders, General and/or Special Conditions, Specifications, Bid Proposal and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Invitation to Bid at the prices or rates quoted in my bid. I agree that my bid will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the bids. Furthermore, I agree to abide by all conditions of the bid.

I certify that all information contained in this bid is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this bid on behalf of the vendor / contractor as its act and deed and that the vendor / contractor is ready, willing and able to perform if awarded the bid.

I further certify that this bid is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a bid for the same product or service; no officer, employee or agent of the CITY OF RIVIERA BEACH or of any other bidder interested in said bid; and that the undersigned executed this Bidder's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Almazan Construction

NAME OF BUSINESS

salmazan@almazanconstruction.com

E-MAIL ADDRESS

BY:



SIGNATURE OF AUTHORIZED OFFICER

Sworn to and subscribed before me this _____
day of, 20____.

Samuel J. Almazan / President

PRINTED NAME AND TITLE

2771 Vista Parkway, Unit F6,

MAILING ADDRESS

West Palm Beach, FL 33411

CITY, STATE, ZIP CODE

561-812-3672

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF NOTARY

MY COMMISSION EXPIRES: _____

PERSONALLY KNOWN _____

OR PRODUCED

IDENTIFICATION _____

TYPE: _____

EXHIBIT 'B' - BID COST PROPOSAL

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS		
2	Mobilization	1	LS	\$	\$
3	Maintenance of Traffic	1	LS	\$	\$
4	Permit Fees	1	AL	\$1000	\$
5	Professional Audio/Visual of Construction Site	1	LS	\$	\$
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$	\$
	General Subtotal				\$
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	\$	\$
8	Removal of Roadway Signs	3	EA	\$	\$
9	Removal of Existing Curb and Gutter	597	LF	\$	\$
10	Removal of Existing Asphalt	1302	SY	\$	\$
	Demolition Subtotal				\$
	ROADWAY			\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	\$	\$
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	\$	\$
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	\$	\$
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	\$	\$
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	\$	\$
16	Install Type 'E' Curb	90	LF	\$	\$
17	Install Type 'F' Curb and Gutter	600	LF	\$	\$
18	Install Paver Brick	69	SY	\$	\$
19	Install Asphalt (1-inch)	1302	SY	\$	\$
20	Solid White Special Emphasis Crosswalk Lines	120	LF	\$	\$
21	6" Solid Yellow Edge Line	186	LF	\$	\$
22	Install Traffic Sign (Per Post)	16	EA	\$	\$
23	6" White 2' to 4' Skip Guide Lines	84	LF	\$	\$
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	\$	\$
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	\$	\$
26	Install Bahia Sod	330	SY	\$	\$
	Roadway Subtotal				\$
Contractor's Total Bid			TOTAL	\$	

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

As Principal, hereinafter called the Principal, and _____

A corporation duly organized under the laws of the State of Florida as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

As Obligee, hereinafter called the Obligee, in the sum of _____

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

_____ **(project)**

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the IFB or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this _____ **day of** _____, **20** _____.

Witnesses:

Principal _____ **(seal)**

By: _____
(Title)

For: _____
(Surety) (seal)

By: _____

STATEMENT FROM SURETY

Attach a letter of intent from a surety company indicating the applicant's ability to be bonded for projects up to \$1,000,000. The surety company must be licensed to do business in the State of Florida, must have an A.M. best rating of "A", and a required financial size of "VII". Firms selected shall maintain, during the life of the contract, workman's compensation, architect's commercial liability coverage, and automobile liability for company vehicles.

Note: The City reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the City may obtain through any means that bears on the issue of responsibility.

ADDENDUM PAGE

The undersigned acknowledges receipt of the following addenda to the Request to Qualify (indicate number and date of each):

Addendum No. One Dated 9/28/2021

Addendum No. Two Dated 9/14/2021

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Almazan Construction

COMPANY



SIGNATURE

President

TITLE

REFERENCES

Bidder shall submit as a part of the proposal package four (4) business references with the name of the business, address, contact person, and telephone number. **(At least two (2) references should be a local, county, state, or federal entity, other than the City of Riviera Beach)**

Additionally, contractors should submit a copy of their professional license as required by paragraph 37 of the General Terms and Conditions of the IFB.

Name: Town of Hypoluxo

Name: Burkhardt Construction

Address: 7580 S. Federal Hwy,
Hypoluxo, FL 33462

Address: 1400 Alabama Ave., West Palm Beach, FL

Tel. No.: 561-582-0155

Tel. No.: 561-659-1400

Fax No.:

Fax No.:

Email: dgualtieri@hypoluxo.org

Email: vince@burkhardtconstruction.com

Contact: Dixie Gualtieri

Contact: Vince Burkhardt

Name: Seacoast Utilities

Name: Palm Beach County

Address: 4200 Hood Road, PBG, FL 33410

Address: 2300 N. Jog Road, West Palm Beach, FL 33411

Tel. No.: 561-627-2900

Tel. No.: 561-684-4180

Fax No.

Fax No.:

Email: bweidenhamer@sua.com

Email: soneil@pbc.gov

Contact: Brent Weidenhamer

Contact: Stephen O'Neil

FAILURE TO SUBMIT WITH BID PACKAGE WILL MAKE BIDDER NON RESPONSIVE

DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, which are equal with respect to price, 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 bids will be followed if none of the tied vendors has a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

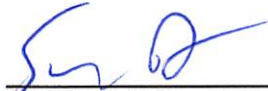
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about 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. Give 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), notify 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 of guilty or nolo contendere to, any violation of chapter 893 or of 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. Impose a sanction on, or require 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. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by Samuel J. Almazan the
(INDIVIDUAL'S NAME)

President of Almazan Construction
(TITLE/POSITION WITH COMPANY/VENDOR) (NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.



SIGNATURE

10/14/2021

DATE

CITY OF RIVIERA BEACH

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes (1995), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Almazan Construction

Firm Name



Signature

Samuel J. Almazan / President

Name & Title (Print or Type)

West Palm Beach, FL 33411

SCHEDULE 1

PARTICIPATION FOR SBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: 13th Street and Avenue R Traffic R Circle

BID NUMBER: 152-21-4

NAME OF PRIME BIDDER: Almazan Construction

BID OPENING DATE: 10/14/2021

CONTACT PERSON: Samuel J. Almazan **TELEPHONE NO.** 561-812-3672

DEPARTMENT: Sales - Estimating

CONTRACT AMOUNT – SBE

	<u>NAME, ADDRESS & TELEPHONE NUMBER OF SBE CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>CERTIFICATION</u>
1.	<u>Almazan Construction</u> <u>2771 Vista Parkway, Unit F6, West Palm Beach, FL 33411</u>	<u>Demolition, Asphalt, Milling, Concrete</u>	<u>PALM BEACH COUNTY</u> <input checked="" type="checkbox"/> <u>STATE</u> _____ <u>OTHER</u> _____
2.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____
3.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____
4.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____
5.	_____	_____	<u>PALM BEACH COUNTY</u> _____ <u>STATE</u> _____ <u>OTHER</u> _____

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ 214,046.95

TOTAL % PARTICIPATION: 93%

SCHEDULE 2

BID NUMBER: 1052-21-4

LIAISON: Almazan Construction

LETTER OF INTENT TO PERFORM AS A SMALL BUSINESS ENTERPRISE

TO: Almazan Construction
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

☐ a individual ☒ a corporation ☐ a partnership ☐ a joint venture

☒ The undersigned is certified as a SBE.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):
Demolition, Earthwork, Excavation, Water, Milling, Asphalt Paving, Concrete, Pavers, Hauling

as the following price: \$ 200,000.00
(Amount must match subcontractor's quote)

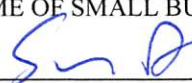
You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
--------------	--	--------------------------------------

 % of the dollar value of the subcontract will be sublet and/or awarded to non-minority contractors and/or non-minority suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

DATE: 10/14/2021

(NAME OF SMALL BUSINESS ENTERPRISE CONTRACTOR) Almazan Construction

BY: 
(SIGNATURE OF SMALL BUSINESS ENTERPRISE CONTRACTOR)

SCH-2

SCHEDULE 3

PARTICIPATION FOR LOCAL BUSINESSES AS SUB-CONTRACTOR AT LEAST 25%

BID TITLE: _____ **BID NUMBER:** _____

NAME OF PRIME BIDDER: _____ **BID OPENING DATE:** _____

CONTACT PERSON: _____ **TELEPHONE NO.:** _____ **DEPARTMENT:** _____

CONTRACT AMOUNT - LOCAL BUSINESSES

	<u>NAME, ADDRESS & TELEPHONE NUMBER OF LOCAL CONTRACTOR</u>	<u>TYPE & DESCRIPTION OF WORK TO BE PERFORMED</u>	<u>% TO BE PERFORMED BY LOCAL BUSINESS</u>	<u>ESTIMATED DOLLAR VALUE</u>
1.	_____ _____ _____	_____ _____	_____ %	\$ _____
2.	_____ _____ _____	_____ _____	_____ %	\$ _____
3.	_____ _____ _____	_____ _____	_____ %	\$ _____
4.	_____ _____ _____	_____ _____	_____ %	\$ _____
5.	_____ _____ _____	_____ _____	_____ %	\$ _____
		TOTAL:	_____ %	\$ _____

TO BE COMPLETED BY PRIME BIDDER:

BID PRICE: \$ _____ **TOTAL % PARTICIPATION:** _____

SCHEDULE 4

BID NUMBER: 1052-21-4

LIAISON: Almazan Construction

LETTER OF INTENT TO PERFORM AS A LOCAL BUSINESS

TO: Almazan Construction
(NAME OF PRIME BIDDER)

The undersigned intends to perform work in connection with the above BID as (Check one):

 an individual ☒ a corporation a partnership a joint venture

 The undersigned is a qualified Local Business.

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Demolition, Earthwork, Excavation, Water, Milling, Asphalt Paving, Concrete, Pavers, Hauling

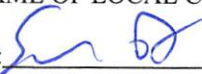
as the following price: \$ 200,000.00
(Amount must match subcontractor's quote)

You have projected the following commencement date of such work, and the undersigned is projecting completion of such work as follows:

<u>Items</u>	<u>Projected Commencement Date</u>	<u>Projected Completion Date</u>
--------------	--	--------------------------------------

 % of the dollar value of the subcontract will be sublet and/or awarded to local contractors and/or local suppliers. The undersigned will enter into a formal agreement for the work with you, conditioned upon your execution of a contract with the City of Riviera Beach.

DATE: 10/14/2020

Almazan Construction
(NAME OF LOCAL CONTRACTOR)
BY: 
(SIGNATURE OF LOCAL CONTRACTOR)

SCH-4



"The Best Waterfront City in Which to Live, Work And Play."

**BID #1052-21-4 13TH STREET TRAFFIC CIRCLE PROJECT
ADDENDUM NO. 1**

TO: ALL PROPOSERS

FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARMENT

SUBJECT: ADDENDUM NO. ONE

DATE: SEPTEMBER 14, 2021

CC: GENERAL PUBLIC

NOTICE: The purpose of this Addendum is to provide Bid Cost Proposal sheets. All other terms and conditions of the solicitation remain unchanged.

GENERAL INFORMATION:

1. **ADD: EXHIBIT 'B' - BID COST PROPOSAL 13TH STREET AND AVENUE "R" TRAFFIC CIRCLES & BID COST PROPOSAL 13TH STREET AND AVENUE "T" TRAFFIC CIRCLES**

SPECIFICATION:

PLANSHEETS:

EXHIBIT 'B' - BID COST PROPOSAL

13th STREET AND AVENUE "R"

TRAFFIC CIRCLES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS	\$3,470.00	\$3,470.00
2	Mobilization	1	LS	\$ 2,650.00	\$2,650.00
3	Maintenance of Traffic	1	LS	\$ 4,775.00	\$ 4,775.00
4	Permit Fees	1	AL	\$1000	\$ 1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$ 350.00	\$ 350.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$2,665.00	\$2,665.00
	General Subtotal				\$ 14,910.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	299	SY	\$ 25.95	\$ 7,759.05
8	Removal of Roadway Signs	3	EA	\$ 90.00	\$270.00
9	Removal of Existing Curb and Gutter	597	LF	\$ 17.80	\$10,626.60
10	Removal of Existing Asphalt	1302	SY	\$ 4.55	\$5,924.10
	Demolition Subtotal				\$24,579.75
	ROADWAY				
				\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	299	SY	\$ 40.45	\$12,094.55
12	Construct Sidewalk Curb Ramp w/Truncated Domes	10	EA	\$ 885.00	\$8,850.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	\$ 620.00	\$620.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	\$ 1,095.00	\$ 2,190.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	4	EA	\$ 490.00	\$ 1,960.00
16	Install Type 'E' Curb	90	LF	\$ 33.75	\$3,037.50
17	Install Type 'F' Curb and Gutter	600	LF	\$ 31.80	\$19,080.00
18	Install Paver Brick	69	SY	\$ 79.20	\$5,464.80
19	Install Asphalt (1-inch)	1302	SY	\$ 8.10	\$10,546.20
20	Solid White Special Emphasis Crosswalk Lines	120	LF	\$ 5.50	\$660.00
21	6" Solid Yellow Edge Line	186	LF	\$ 1.10	\$204.60
22	Install Traffic Sign (Per Post)	16	EA	\$330.00	\$5,280.00
23	6" White 2' to 4' Skip Guide Lines	84	LF	\$ 1.10	\$92.40
24	12"X18" White Yield Triangles at 24" O.C.	72	LF	\$	\$1,584.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	204	LF	\$ 2.20	\$ 448.80
26	Install Bahia Sod	330	SY	\$12.95	\$4,273.50
	Roadway Subtotal				\$76,386.35
Contractor's Total Bid – Avenue "R"			TOTAL		\$ 115,876.10

EXHIBIT 'B' - BID COST PROPOSAL

13th STREET AND AVENUE "T"

TRAFFIC CIRCLES

Item No.	Description	Quantity	Unit	Unit Price	Total Price
	CONSTRUCTION – GENERAL				
1	Bonds and Insurance	1	LS	\$2,940.00	\$2,940.00
2	Mobilization	1	LS	\$ 2,650.00	\$2,650.00
3	Maintenance of Traffic	1	LS	\$ 4,775.00	\$ 4,775.00
4	Permit Fees	1	AL	\$1000	\$ 1,000.00
5	Professional Audio/Visual of Construction Site	1	LS	\$ 350.00	\$ 350.00
6	Survey and Record Drawings (Layout/As Built)	1	LS	\$ 2,665.00	\$ 2,665.00
	General Subtotal				\$ 14,380.00
	DEMOLITION				
7	Removal of Existing Concrete Sidewalk	249	SY	\$ 25.95	\$ 6,461.55
8	Removal of Roadway Signs	3	EA	\$ 90.00	\$ 270.00
9	Removal of Existing Curb and Gutter	498	LF	\$ 17.80	\$ 8,864.40
10	Removal of Existing Asphalt	1085	SY	\$ 4.55	\$ 4,936.75
	Demolition Subtotal				\$ 20,537.70
	ROADWAY				
				\$	\$
11	Construct 5' Concrete Sidewalk and Match to Existing	249	SY	\$ 40.45	\$ 10,072.05
12	Construct Sidewalk Curb Ramp w/Truncated Domes	8	EA	\$ 885.00	\$ 7,080.00
13	Adjust Existing Meter to Outside Sidewalk Grade	1	EA	\$ 620.00	\$ 620.00
14	Adjust Existing Sewer Manhole to Proposed Ground Elevation	2	EA	\$ 1,095.00	\$ 2,190.00
15	Adjust Existing Gate Valve to Proposed Ground Elevation	3	EA	\$ 490.00	\$ 1,470.00
16	Install Type 'E' Curb	75	LF	\$ 33.75	\$ 2,531.25
17	Install Type 'F' Curb and Gutter	500	LF	\$ 31.80	\$ 15,900.00
18	Install Paver Brick	58	SY	\$ 79.20	\$ 4,593.60
19	Install Asphalt (1-inch)	1085	SY	\$ 8.10	\$ 8,788.50
20	Solid White Special Emphasis Crosswalk Lines	100	LF	\$ 5.50	\$ 550.00
21	6" Solid Yellow Edge Line	155	LF	\$ 1.10	\$ 170.50
22	Install Traffic Sign (Per Post)	12	EA	\$ 330.00	\$ 3,960.00
23	6" White 2' to 4' Skip Guide Lines	70	LF	\$ 1.10	\$ 77.00
24	12"X18" White Yield Triangles at 24" O.C.	60	LF	\$ 22.00	\$ 1,320.00
25	Apply 6" Double Yellow w/Bidirectional Yellow	170	LF	\$ 2.20	\$ 374.00
26	Install Bahia Sod	275	SY	\$ 12.95	\$ 3,561.25
	Roadway Subtotal				\$ 63,258.15
Contractor's Total Bid – Avenue "T"			TOTAL		\$ 98,170.85


Addendum No. 1 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Thursday, October 14, 2021** at the Office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 33404. For information on this solicitation, please contact:

Glendora Williams, Buyer
1481 West 15th Street
Riviera Beach, FL 33404
gvwilliams@rivierabeach.org

Almazan Construction

NAME OF COMPANY

DATE: 10/14/2021



BIDDER'S SIGNATURE



"The Best Waterfront City in Which to Live, Work And Play."

**BID #1052-21-4 13TH STREET TRAFFIC CIRCLE
ADDENDUM NO. 2**

TO: ALL PROPOSERS
FROM: CITY OF RIVIERA BEACH PROCUREMENT DEPARMENT
SUBJECT: ADDENDUM NO. TWO – BID #1052-21-4
DATE: SEPTEMBER 28, 2021
CC: GENERAL PUBLIC

NOTICE: The purpose of this Addendum is to address Requests for Information (RFIs) and provide written responses. All other terms and conditions of the solicitation remain unchanged.

GENERAL INFORMATION:

QUESTIONS AND ANSWERS:

1. The contract drawings for the aforementioned project, call for on Pages PGD-1, PGD-2 and detail page DET-1 (5 Mini Traffic Circle Section), Stamp Concrete. However, item 18 on the Bid Cost Proposal sheets calls for Brick Pavers. Please clarify as soon as possible, in order to complete the bidding process.

Answer: The median shall be paver brick. (See attached specs)

Addendum No. 2 must be signed as acknowledgment of receipt, and attached to the proposal when submitted at **3:00 p.m., Thursday, October 14, 2021.** For information on this solicitation, please contact:

Glendora Williams,
Interim Senior Procurement Specialist
1481 West 15th Street
Riviera Beach, FL 33404
gvwilliams@rivierabeach.org

Almazan Construction

NAME OF COMPANY

DATE: 10/14/2021



BIDDER'S SIGNATURE

PART I - GENERAL

1.01 RELATED DOCUMENTS

- A. All applicable provisions of the Bidding and Contract Requirements, and Division 1-General Requirements shall govern the WORK under this section.

1.02 WORK INCLUDED

- A. The work covered by this section shall include the furnishing of all labor, equipment, services, materials, products and tests to perform all operations in connection with the construction of new interlocking concrete and/or brick pavers as shown on the plans, defined in these specifications, and subject to the terms and conditions of this contract.

1.03 RELATED WORK

- A. Construction plans

1.04 REFERENCE STANDARDS

- A. All codes, as referenced herein are specified in Section 01090, "Reference Standards".

- B. Commercial Standards:

ASTM C 33	Specification for Concrete Aggregates
ASTM C 136	Method for Sieve Analysis for Fine and Coarse Aggregate
ASTM C 140	Sampling and Testing Concrete Masonry Units
ASTM C 144	Standard Specification for Aggregate for Masonry Mortar
ASTM C 936	Specification for Solid Interlocking Concrete Paving Units
ASTM C 979	Specification for Pigments for Integrally Colored Concrete
ASTM D 698	Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 5.5 pound (2.49 kg) Rammer and 12 inch (305 mm) Drop
ASTM D 1557	Test Methods for Moisture Density Relations of Soil and Soil Aggregate Mixtures Using a 10 pound (4.54 kg) Rammer and 18 inch. (457 mm) Drop
ASTM D 2940	Graded Aggregate Material for Bases or Subbases for Highways or Airports
ICPI	Technical Specifications & Technical Bulletins

**SECTION 02780
PAVERS**

1.05 QUALITY ASSURANCE

- A. Installation shall be by a contractor and crew with at least one year of continuous experience in placing interlocking compressed concrete/brick paver units on projects of similar nature or dollar cost within the State of Florida.
- B. Contractor shall hold current Basic Level Certificate from the Interlocking Concrete Pavement Institute contractor certification program.
- C. Contractor shall conform to all local, state/provincial licensing and bonding requirements.

1.06 SUBMITTALS

- A. Shop or product drawings, and product data
- B. Full size samples of concrete paving units to indicate color and shape selections. Color will be selected by ENGINEER from manufacturer's available colors.
- C. Sieve analysis for grading of bedding and joint sand
- D. Test results from an independent testing laboratory for compliance of paving unit requirements to ASTM C 9361 or other applicable requirements
- E. Manufacturer's certification of concrete pavers by ICPI as having passed applicable ASTM Standards.
- F. Indicate layout, pattern, and relationship of paving joints to fixtures and project formed details

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver concrete/brick paver units to the site in steel banded, plastic banded, or plastic wrapped cubes capable of transfer by fork lift or clamp lift. Unload paver units at job site in such a manner that no damage occurs to the product.
- B. Cover sand with secured waterproof covering to prevent exposure to rainfall or removal by wind.
- C. Coordinate delivery and paving schedule to minimize interference with normal use of buildings adjacent to paving.

1.08 ENVIRONMENTAL CONDITIONS

- A. Do not install sand or pavers during heavy rain or snowfall.
- B. Do not install sand and pavers over frozen base materials.
- C. Do not install frozen sand.

PART 2 - PRODUCTS

2.01 CONCRETE PAVERS

- A. Supplied by 'Paver Module' or approved equal manufacturer who is a member of the Interlocking Concrete Pavement Institute (ICPI). Any approved equal must be approved by the OWNER for style and color.
 - 1. Tri-Lock 4 ½ inch X 9 inch X 3 1/8 inch as per manufacturers catalog
 - 2. Color to be selected by Owner.
- B. Meet the following requirements set forth in ASTM C 936, Standard Specification for Interlocking Concrete Paving Units:
 - 1. Average compressive strength of 8,000 psi with no individual unit under 7,200 psi
 - 2. Average absorption of 5% with no unit greater than 7% when tested in accordance with ASTM C 140.
 - 3. Resistance to 50 freeze-thaw cycles when tested according to ASTM C 67
- C. Pigment shall conform to ASTM C 979

2.02 BEDDING AND JOINT SAND

- A. Clean, non-plastic, free from deleterious or foreign matter, natural or manufactured from crushed rock. Do not use limestone screenings or stone dust that do not conform to the grading requirements in Table 1. When concrete pavers are subject to vehicular traffic, the sands shall be as hard as practically available.
- B. Sieve according to ASTM C 136
- C. The bedding sand shall conform to the grading requirements of as shown in Table 1:

Table 1 - Grading Requirements for Bedding Sand (ASTM C-33)

<u>Sieve Size</u>	<u>% Passing</u>
3/8 in.	100
No. 4	95 to 100
No. 8	85 to 100
No. 16	50 to 85
No. 30	25 to 60
No. 50	10 to 30
No. 100	2 to 10

- D. The joint sand shall conform to the grading requirements as shown in Table 2 below:

Table 2 - Grading Requirements for Joint Sand (ASTM C-144)

<u>Seive Size</u>	<u>Natural Sand % Passing</u>	<u>Manufactured Sand % Passing</u>
No. 4	100	100
No. 8	95 to 100	95 to 100
No. 16	70 to 100	70 to 100
No. 30	40 to 75	40 to 100
No. 50	10 to 35	20 to 40
No. 100	2 to 15	10 to 25
No. 200	0	0 to 10

2.03 EDGE RESTRAINTS

- A. Edge restraints shall be cast in place concrete in accordance with Section 03300

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that subgrade preparation, compacted density, and elevations conform to the specifications.
- B. Verify that geotextiles, if applicable, have been placed according to specifications and drawings.
- C. Verify that aggregate base materials, thickness, compaction, surface tolerances, and elevations conform to the specifications.
- D. Verify location, type, installation and elevations of edge restraints around the perimeter area to be paved
- E. Verify that base is a dry, uniform, even surface at proper grade elevation.

3.02 INSTALLATION

- A. Spread the bedding sand evenly over the base course and screed to a nominal 1 inch (25 mm) thickness, not exceeding 1-1/2 inch (40 mm) thickness. The screeded sand should not be disturbed. Place sufficient sand to stay ahead of the laid pavers. Do not use the bedding sand to fill depressions in the base surface.
- B. Ensure that pavers are free of foreign material before installation.
- C. Place the pavers in the pattern(s) as shown on the drawings. Maintain straight pattern lines.
- D. Joints between the pavers on average shall be between 1/16 inch and 3/16 inch (2 mm to 5 mm) wide.
- E. Fill gaps at the edges of the paved area with cut pavers or edge units.

**SECTION 02780
PAVERS**

- F. Cut pavers to be placed along the edge with a double blade paver splitter or masonry saw.
- G. Use a low amplitude, high frequency plate vibrator capable of at least 5,000 lbf (22 kN) compaction at a frequency of 75 Hz. - 100 Hz.
- H. Vibrate the pavers, sweeping dry joint sand into the joints and vibrating until they are full. This will require at least two or three passes with the vibrator. Do not vibrate within 3 foot (1 m) of the unrestrained edges of the paving units.
- I. All work to within 3 foot of the laying face must be left fully compacted with sand-filled joints at the end of each day. Cover the laying face with plastic sheets overnight if not closed with cut and compacted pavers.
- J. Sweep off excess sand when the job is complete.
- K. The final surface elevations shall not deviate more than 3/8 inch (10 mm) under a 10 foot (3 m) long straightedge.
- L. The surface elevation of pavers shall be 1/8 to 1/4 inch (3 to 6 mm) above adjacent drainage inlets, concrete collars or channels.

3.03 FIELD QUALITY CONTROL

- A. After removal of excess sand, check final elevations for conformance to the drawings.

END OF SECTION 02780

**SECTION 02780
PAVERS**

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ZERVOS GROUP INC 24724 Farmbrook P O Box 2067 Southfield, MI 48037-2067	CONTACT NAME: PHONE (A/C, No, Ext): 248 355-4411 FAX (A/C, No): 248 355-2175 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:																					
INSURED ALMAZAN CONSTRUCTION LLC 2771 Vista Pkwy Ste F6 West Palm Beach, FL 33411-2736	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Valley Forge Insurance Company</td><td>20508</td></tr> <tr> <td>INSURER B:</td><td>Continental Insurance Company</td><td>35289</td></tr> <tr> <td>INSURER C:</td><td>National Fire Insurance Co. Har</td><td>20478</td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Valley Forge Insurance Company	20508	INSURER B:	Continental Insurance Company	35289	INSURER C:	National Fire Insurance Co. Har	20478	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	6080687702	05/17/2021	05/17/2022	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$15,000
	<input checked="" type="checkbox"/> Contractual Liab						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> X,C,U						GENERAL AGGREGATE \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
C	AUTOMOBILE LIABILITY	X	X	6080687666	05/17/2021	05/17/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	X	X	6080687697	05/17/2021	05/17/2022	EACH OCCURRENCE \$5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$5,000,000
	DEDUCTIBLE						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	X	N/A	6080687683	05/17/2021	05/17/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$500,000
							E.L. DISEASE - POLICY LIMIT \$500,000
A	Limited Pollution			6080687702	05/17/2021	05/17/2022	\$1MM/\$2MM
A	Leased/Rent Equip			6080687702	05/17/2021	05/17/2022	Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The School Board Of Palm Beach County is an additional insured as respects to General and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

The School Board Of Palm Beach
 County
 3300 Forest Hill Blvd,
 West Palm Beach, FL 33406

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ar. B. Jones

DESCRIPTIONS (Continued from Page 1)

noncontributory when required by written contract. Waiver of Subrogation in favor of additional insureds as respects to General, Automobile Liability, and Workers Compensation when required by written contract. All of the above is subject to the terms, conditions, and exclusions of the policy.



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ALMAZAN, SAMUEL JUAN

ALMAZAN CONSTRUCTION LLC
2771 VISTA PARKWAY
UNIT F6
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC1527111

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



Palm Beach County
Board of County
Commissioners

Mack Bernard, Mayor

Dave Kerner, Vice Mayor

Hal R. Valeche

Gregg K. Weiss

Robert S. Weinroth

Mary Lou Berger

Melissa McKinlay

County Administrator

Verdenia C. Baker

August 3, 2019

Almazan Construction, LLC
Mr. Samuel Almazan
2771 Vista Parkway
Suite F6
West Palm Beach, FL 33411

Dear Mr. Almazan:

The Palm Beach County Office of Equal Business Opportunity has completed its review of the documents you submitted for certification and is pleased to announce that your firm has been certified for: **NIGP CODE: (91219) Clearing & Grubbing; (91223) Construction General Backfill, Digging, Ditching; (91240) Demolition; (91244) Excavation Services; (91273) Paver Block Installation; (91319) Construction Curb & Gutter; (91345) Construction Sewer & Storm Drain; (91347) Construction Sidewalk & Driveway; (91360) Construction Water System; (91371) Construction Services Maintenance/Repair Highway & Roads, Asphalt Removal; (91375) Construction Services Maintenance/Repair Parking Lots & Alleys; (91382) Construction Services Maintenance/Repair Sidewalk & Driveway Including Removal; (91394) Construction Services Maintenance/Repair Paving & Resurfacing Parking Lots & Alleys; (91395) Construction Services Maintenance/Repair Paving & Resurfacing Highway and Road; (96239) Hauling Services; (96784) Transport Equipment; and (98832) Grading: Parking Lots, Etc.,** as a Small Minority Business Enterprise (SMBE) for three (3) years, **expiring August 2, 2022**. You will not receive SBE consideration if you bid in another area. 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.

"An Equal Opportunity
Affirmative Action Employer"



August 3, 2019
Almazan Construction, LLC
Page 2 of 2

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 **Almazan Construction, LLC** with vendor code: **VS0000011267**.

Sincerely,

A handwritten signature in blue ink that reads "Vicky L. Cronell".

Vicky L. Cronell
Small Business Development Specialist I
Office of Equal Business Opportunity

MODIFIED
Palm Beach County
Office of Equal Business Opportunity

Certifies That
Almazan Construction, LLC
Vendor # VS0000011267

*is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.30 of the
Palm Beach County Code for a three year period from November 17, 2020 to August 2, 2022*

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

Clearing & Grubbing; Construction General Backfill, Digging, Ditching; Demolition; Excavation Services; Paver Block Installation; Construction Curb & Gutter; Construction Sewer & Storm Drain; Construction Sidewalk & Driveway; Construction Water System; Construction Services Maint/Repair Highway and Roads, Asphalt Removal; Construction Services Maint/Repair Parking Lots and Alleys; Construction Services Maint/Repair Sidewalk and Driveway Including Removal; Construction Services Maint/Repair Paving and Resurfacing Parking Lots and Alleys; Construction Services Maint/Repair Paving and Resurfacing Highway and Road; Hauling Services; Transport Equipment; Grading; Parking Lots, Etc.; Construction Consulting; Construction Management Services; Project Management Services; and Milling Services: Asphalt, Grain, Cottonseed, Vegetable, etc.


Palm Beach County Board of County Commissioners

Dave Kerner , Mayor
Robert S. Weinroth, Vice Mayor
Maria D. Marino
Greg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

Assistant County Administrator

Jon Van Arnam


Allen F. Gray, Manager
November 17, 2020



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Almazan Construction, LLC

As Principal, hereinafter called the Principal, and Old Republic Surety Company

A corporation duly organized under the laws of the State of Wisconsin as Surety, hereinafter called the Surety, are held and firmly bound unto City of Riviera Beach, 600 W. Blue Heron Blvd, Riviera Beach, FL 33404

As Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid (5% of amount bid)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has submitted a bid for

13TH STREET AND AVENUE "R" TRAFFIC CIRCLE PROJECT BID No. 1052-21-4 (project)

NOW, THEREFORE, if the Obligee shall accept the bid of the principal and the Principal shall enter into a Contract with Obligee in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the IFB or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2021.

Witnesses:

Nelson Manting

Phyllis

Almazan Construction, LLC

Principal (seal)

By: SA
(Title)

For: Old Republic Surety Company
(Surety) (seal)

By: Angelo G. Zervos
Angelo G. Zervos, Attorney-in-Fact

THE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, Alvin J. [Name]

As Principal, hereinafter called the Principal, and Oil Refining Company

A corporation duly organized under the laws of the State of Wisconsin as Surety hereinafter called the Surety, are held and firmly bound unto the City of River Beach, 600 W. Blue Haven Blvd. River Beach, WI 53404

As Obligor, hereinafter called the Obligor, in the sum of Five thousand and no/100 dollars

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, successors, administrators, executors and assigns jointly and severally, jointly by these presents.

WHEREAS, the said Principal has submitted a bid for

INSTALLATION AND MAINTENANCE OF TRAFFIC CONTROL PROJECT AND NOISE ABATEMENT PROJECT

NOW, THEREFORE, if the Obligor shall accept the bid of the Principal and the Principal shall enter into a Contract with Obligor in accordance with the terms of such bid, and give such insurance and bond or bonds as may be specified in the RFP or Contract Document, with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, the Principal shall pay to the Obligor the difference not to exceed the penalty hereof between the amount specified in said bid and such labor and material for which the Obligor may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 14th day of October, 2021.

Witness:

Principal

By [Signature]

(Title)

For Oil Refining Company

(Surety)

By [Signature]

Angelo G. Zivov, Secretary





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: GUS E. ZERVOS, STEPHEN M. ZERVOS, DAVID C. LANGE, ANGELO G. ZERVOS, MICHAEL G. ZERVOS, DONALD W. BURDEN of SOUTHFIELD, MI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 17th day of December, 2020.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 17th day of December, 2020, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

46-5195



Signed and sealed at the City of Brookfield, WI this 14th day of October, 2021.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

ZERVOS GROUP, INC.

CITY OF RIVIERA BEACH CONTRACT FOR CONSTRUCTION

This Contract is made as of this _____ day of _____, 2021 by and between the CITY OF RIVIERA BEACH, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the CITY, and **ALMAZAN CONSTRUCTION**, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is **47-1527847**.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide construction services in the area of **13th Street Traffic Circle at Avenue R and Avenue T**, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY's representative/liaison during the performance of this Contract shall be **Terrence N. Bailey, PE**, telephone no. 561-845-4080, email address Tbailey@rivierabeach.org.

ARTICLE 2 - SCHEDULE

- A. **Time of Completion** - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within **Sixty (60)** calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. **Deduction for not completing on time** - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to **five hundred dollars (\$500.00)** for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of CITY's actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by CITY due to any such delay.
- C. **Reports** - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed **Two Hundred Fourteen Thousand Forty Seven Dollars (\$214,047)**, plus the 10% allowed under the City Managers signing authority. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY's representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the City at the time of payment of the Progress Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. CITY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to CITY.
- C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the CITY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR's estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that that all work, materials, and equipment covered by this Contract passes to the City at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. CITY has no obligation to pay the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to CITY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and licensed and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "A", must be made known to the CITY's representative and written approval, at CITY's sole discretion, must be granted by the CITY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR's personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR's subcontractors must be made known to the CITY's representative and written approval must be granted by the CITY's representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the CITY's sole discretion, of the new subcontractor by the CITY. The CITY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being

replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the CITY. The CITY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

Consistent with the City's procurement code, Small Business Enterprises (SBE) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of 15% participation of SBE. Contractor is obligated to demonstrate and document a good faith effort toward the attainment of the 15% SBE participation as a condition of this contract. The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the

insurance shall be effective without thirty (30) days prior written notice to the CITY's representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence (if applicable).

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$1,000,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured." Further, if CITY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at CITY's request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, including section 725.06(2), Florida Statutes, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct

or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by CITY.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 – DISPUTE RESOLUTION, VENUE, AND REMEDIES

All claims arising out of this Contract or its breach shall be submitted first to mediation in accordance with the local rules for mediation in Palm Beach County, Florida. The parties shall share the mediator's fee equally. The mediation shall be held in Palm Beach County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida. 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.

ARTICLE 15-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.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR's request, the CITY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR's delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the CITY in its sole discretion, the time of completion shall be extended for any reasonable time that the CITY, in its sole discretion, may decide; subject to the CITY's rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the

drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records or designee, provide the CITY 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 this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the CITY.

(d) Upon completion of this Contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: 600 WEST BLUE HERON BLVD., RIVIERA BEACH, FL, 33404, Tel. (561)845-4090, crobinson@rivierabeach.org.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 – LICENSES, APPROVALS AND PERMITS

The CONTRACTOR hereby 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. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128, Florida Statutes. Proof of such licenses and approvals shall be submitted to the CITY's representative upon request.

The CONTRACTOR shall be solely responsible for obtaining, paying for, and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and, (3) advise the CITY if the contemplated change shall affect the CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY's designated representative and approved by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

**TERRENCE N. BAILEY, PE, CITY ENGINEER
1481 15TH ST
RIVIERA BEACH, FL 33404**

and if sent to the CONTRACTOR shall be mailed to:

**ALMAZAN CONSTRUCTION
SAMUEL J. ALMAZAN, PRESIDENT
2771 VISTA PARKWAY, UNIT F6
WEST PALM BEACH, FL 33411**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an “A-“ rating or better in management and a “10” rating or better in strength as rated by Best’s Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

- A. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
- B. The surety company shall have at least the following minimum ratings in the latest revision of Best’s Key Rating Guide: Best’s Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.
- C. For projects that do not exceed \$500,000, the CITY will accept bonds in accordance with section 287.0935, Florida Statutes.
- D. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY’s representative and the CITY’s Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the CITY, the Engineer’s instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CITY Representative and CITY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and CITY Representative or CITY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of CITY Representative or CITY Engineer, such work must be uncovered for examination, at the CONTRACTOR’s expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the Riviera Beach Heights Sidewalks shall be guaranteed by the Manufacturer, if any, for a period of years as specified by the manufacturer under normal manufacturer warranties from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to **ALL WORK RELATED TO THE INSTALLATION OF A TRAFFIC CIRCLE ALONG 13TH STREET** for a period of 1 year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to **INSTALL A TRAFFIC CIRCLE ALONG 13TH STREET**.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY's property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

The parties agree that time is of the essence in all respects under this Contract and failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein or in the exhibits, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used

herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CITY’s right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

CITY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. CITY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, **SAMUEL J. ALMAZAN** hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this contract, bid documents and construction design plans. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and design plans. To the extent that there exists a conflict between this Contract and design plans, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both CITY's designated representative and the CITY COUNCIL OF THE CITY OF RIVIERA BEACH.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- A. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;

- C. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or
- D. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR's notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 49 – SUBRECIPIENT REQUIREMENTS

CONTRACTOR agrees and recognizes that CITY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by CITY may be dependent upon, among other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of

Subrecipient Requirement information by CONTRACTOR to CITY. CONTRACTOR agrees to fully cooperate with CITY in any requests of CITY to fulfill CITY's Subrecipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to CITY by CONTRACTOR may result in the CITY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

IN THE EVENT OF LITIGATION ARISING FROM THIS CONTRACT, CITY AND CONTRACTOR KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY. CITY AND CONTRACTOR HEREBY ACKNOWLEDGE THAT THIS WAIVER PROVISION IS A MATERIAL INDUCEMENT FOR EACH PARTY AGREEING TO ENTER INTO THIS CONTRACT.

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

ROSSO SITE DEVELOPMENT

BY: _____
RONNIE L. FELDER,
MAYOR

BY: _____
SAMUEL J. ALMAZAN,
PRESIDENT

ATTEST:

BY: _____
CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
TERRENCE N. BAILEY, PE
CITY ENGINEER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
DAWN S. WYNN
CITY ATTORNEY

Date: _____

EXHIBIT “A”

SCOPE OF WORK

The project involves the full mill, overlay, and installation of a traffic circle on West 13th Street at Avenue R and Avenue T in the City of Riviera Beach, Florida. The work includes, but is not limited to the reconstruction of deteriorated public streets, installation of limerock base, asphaltic pavement, concrete sidewalks, concrete curb and gutter, cleanouts, traffic calming devices, striping and signage, and grouting, adjustment, proper disposal or abandonment of existing utilities as shown on the approved construction plans. The Contractor prior, during and at the completion of the demolition part of this work shall follow all the required notifications, protection, regulatory requirements and execution procedures described in Section 02050 of the Project Manual.

The Work Schedule is integral part of Exhibit A, in accordance with Article 2 (C).

Reports and other required documentation shall be delivered timely and completed in accordance with Sections 1015, 1310, 1720, 1740 and other, and such submittal requirements are integral part of Exhibit A.

EXHIBIT “B”
SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit “A” is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

TO: Jonathan Evans, City Manager
Deidra Jacobs, Assistant City Manager
FROM: Louis A. Johnson, Public Works Director
Terrence Bailey, City Engineer

DATE: 6/24/2021 Updated 7-27-21 Updated 10-26-21
RE: Federal Gardens 13th Street Improvement Project

Below please find a tentative schedule for the above referenced 13th street improvement project:

- Scope Development - June 28, 2021
- Purchase Order Issued – July 6, 2021
- Final Engineering Plan Design (100%) September 1, 2021
- Procurement Advertising September 13, 2021
- Bids Received October 14, 2021
- Recommendation Letter from Procurement October 18, 2021
- City Council Approval November 3, 2021
- Purchase Order Issued November 5, 2021
- Construction Commencement November 2021
- Construction Completion February 2022

**YOUR
SPEED**



ALL TRAFFIC
SOLUTIONS



Connected Solutions for Better Traffic Safety Outcomes

SHIELD RADAR SPEED SIGN

AllTrafficSolutions.com

Resolving Speeding Complaints Has Never Been Easier.

All Traffic Solutions Shield radar speed signs lead the industry in quality, accuracy, and durability.



YOUR SPEED

34



SIMPLE, RAPID DEPLOYMENT

Shield signs are lightweight and mountable by one person in under a minute on a portable post, pole, or vehicle hitch.

WEB-BASED REPORTING AND ACCESSIBILITY

All Traffic Solutions' patented TrafficCloud® software enables you to remotely manage and monitor your devices from anywhere using any internet-connected device.

Access real-time traffic data, generate ready-made speed and volume reports, and get email or text alerts for tampering, low batteries, and high-speed violators.

MAXIMIZE RESOURCES WITH REAL-TIME DATA

Use your web-enabled Shield radar speed sign to:

- Conduct hassle-free traffic studies
- Quickly resolve speeding complaints
- Increase driver speed awareness
- Identify speeding hot spots and prioritize enforcement in high-risk areas

RIGOROUSLY TESTED AND CERTIFIED

All Traffic Solutions Shield signs aced radar accuracy, power recovery, autonomous battery operation, and crash resistance tests.

They're shatterproof, graffiti-resistant, and can withstand 150-mph winds and inclement weather such as ice, snow, and heavy rain.



Shield 15



MADE IN THE USA

FLEXIBLE POWER OPTIONS

Achieve up to several weeks of run time. A dedicated compartment allows for all-weather battery replacement, and optional solar panels provide around-the-clock convenience and cost-efficiency.

MADE IN THE USA

All Traffic Solutions signs are manufactured at our State College, Pennsylvania production facility in compliance with the Buy American Act and Buy America Act.

WARRANTY AND FREE TRAINING

To ensure that our customers get the most out of our solutions, we offer the best product warranty on the market, world-class customer support, and unlimited free training from our US-based offices.



Shield 12



Shield 12 and Shield 15 are available with optional yellow or white wrap.



Product Specs

Shield 12

DIMENSIONS 13.5" H x 15.5" W x 2.6" D WEIGHT 12 lbs. (incl. mount)

Shield 15

DIMENSIONS 17" H x 24" W x 2.6 W WEIGHT 18 lbs. (incl. mount)


Popular Options

Data logging, Bluetooth, Violator Alert,
Metric, 3-digit display



For more information visit us online at AllTrafficSolutions.com

 sales@alltrafficsolutions.com

 Call us at 866.366.6602

All Traffic Solutions. 12950 Worldgate Drive, Suite 310, Herndon, VA 20170

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All Traffic Solutions products are made in the USA in compliance with both the Buy America Act and the Buy American Act. All Traffic Solutions is a BuyBoard vendor for the BuyBoard National Purchasing Cooperative. We can provide Sole Source documentation for any products connected to TrafficCloud. A complete list of purchase options can be found on our website. GSA contract number: GS-07F-6092R



**Mail Purchase
Orders to:**

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
12950 Worldgate Dr #310
Herndon, VA 20170
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

Contract:

QUOTE Q-60321

DATE: 06/21/2021

**PAGE
NO:** 1

**Questions contact:
MANUFACTURER:
All Traffic Solutions**

Dan Hanrahan
(866) 366-6602
x 327
dhanrahan@alltrafficsolutions.co
m

Independent Sales Rep:

BILL TO:

Riviera Beach Police- FL
600 W Blue Heron Blvd
Riviera Beach FL 33404

SHIP TO:

Riviera Beach Police- FL
600 W Blue Heron Blvd
Riviera Beach FL 33404
Attn: Ben Sheehan

Billing Contact: 0031A00002AxPtjQAF

PAYMENT

TERMS:
Net 30

CUSTOMER: Riviera
Beach Police- FL

CONTACT:(561) 845-4170 ext, 0

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000566	Shield 15 Speed Display; base unit w/ mounting bracket	5	\$3,195.00	\$15,975.00
4000647	App, Traffic Suite (12mo); Equip Mgmt, Reporting, Image Mgmt, Alerts, Mapping and PremierCare	5	\$1,500.00	\$7,500.00
4000874	All Options Activation: Bluetooth, Traffic Data, Violator Alert, Pictures, (\$3000 Value, requires Traffic or Message Suite)	5	\$0.00	\$0.00
4000676	Solar battery kit, (Sh12,Sh15,SA18,iA18): 18Ah batt & enclosure, w/solar control (60Wmax)	5	\$225.00	\$1,125.00
4000659	Solar panel, 40W; includes bracket for pole and harness	5	\$450.00	\$2,250.00
4001626	VZW communications prep	5	\$0.00	\$0.00
4000641	Shipping and Handling Common Carrier	1	\$450.00	\$450.00
4001192	Discount - Promotion	1	(\$2,685.00)	(\$2,685.00)

Special Notes:

**SALES
AMOUNT:**

\$24,615.00

Shield 15 Radar Speed Sign x5: Solar battery kit with 40 Watt Solar panel - mount plate with hardware - "YOUR SPEED" sign - All features activated perpetually (Bluetooth - Data - Strobe - Imaging) - 1 year of TrafficCloud web services to all 6 Apps (Remote Management - Imaging - Data - Alerts - Mapping - Premier Care warranty) -

**TOTAL
USD:**

\$24,615.00

shipping and training

Duration: This quote is good for 60 days from date of issue.

Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.

Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.

Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R

Authorization: By Signing below, I indicate that my organization does not require a purchase order and I am authorized to commit my organization to this order.

Signature: _____ Date: _____

Print Name: _____ Title: _____

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 9/1/2021

Agenda Category: PRESENTATIONS

Subject: 13TH STREET TRAFFIC CALMING UPDATE

Recommendation/Motion:

Originating Dept	Public Works	Costs
User Dept.		Funding Source
Advertised	No	Budget Account Number
Date		
Paper		
Affected Parties	Not Required	

Background/Summary:

In 2018, residents of Federal Gardens expressed concern with large trucks utilizing 13th street west of Avenue R as a bypass to Congress Avenue. This area west of Avenue R is a residential community with senior citizens and children at play. The UPS trucks became a specific point of concern as they move through the community very early in the morning and late into the evening. Staff commissioned a study to determine traffic calming alternatives to address the resident concerns. In September 2019, Chen Moore and Associates published the technical memorandum on 13th street. The memorandum was provided and presented to City Council in 2020 and staff was directed to take the options to the residents so they may choose which alternative they prefer.

At the end of 2020, UPS made a site plan submittal for the addition of 51,883 square feet (SP-21-06) of warehouse at the Avenue P and Blue Heron facility. During the site plan process, the management team of UPS was made aware of the community concerns on the use of 13th street in the residential area west of Avenue R and their management committed to eliminate the use of 13th street west of Avenue R in their service routes. During the review and approval process, UPS committed to contribute \$35,000 towards traffic calming improvements on 13th street. The site plan was approved on January 6th, 2021 via Resolution 04-21. On May 6, 2021 Chen Moore, the Merchant Group, and Councilwoman Lanier hosted a community meeting on 13th street to allow residents to vote on one of the three traffic calming options.

Following the community vote, staff reached out to Chen Moore for a proposal to conduct the full design of a traffic circle as voted upon by the residents. Chen Moore was issued a purchase order on July 6th, 2021 to begin the full design of a traffic circle at 13th street and Avenue R. On June 24th, 2021 City staff provided a preliminary schedule for activities to deliver the completed construction of the traffic circle. The memorandum was updated on July 27th, 2021 to ensure the project would be completed by the end of 2021.

As shown on the enclosed updated memorandum, the next project benchmark will occur on September 1st, 2021 with the final construction plans submitted to City staff. The plans will be quickly provided to the purchasing department for following the procurement process and move to issuing the purchase order to a contractor to begin construction in November of this year.

Fiscal Years
Capital Expenditures
Operating Costs
External Revenues
Program Income (city)
In-kind Match (city)
Net Fiscal Impact
NO. Additional FTE Positions
(cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date
 Contract End Date
 Renewal Start Date
 Renewal End Date
 Number of 12 month terms this renewal
 Dollar Amount
 Contractor Company Name
 Contractor Contact
 Contractor Address
 Contractor Phone Number
 Contractor Email
 Type of Contract
 Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
Memo - 13th Street Traffic Calming.pdf	Cover Memo	8/26/2021	Cover Memo
RES 04-21 - UPS Site Plan Expansion.pdf	Resolution 04-21	8/25/2021	Resolution
190918 -13th St Traffic Calming Analysis Technical Memorandum - DRAFT.PDF	Technical Memorandum	8/25/2021	Backup Material
210512-13th Street Traffic Calming Voting Board.jpg	Community Vote Graphic	8/25/2021	Backup Material
Memo to City Manager - 13th st improvements 6-24-21 7-27-21 update.pdf	Manager Memo	8/25/2021	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Bailey, Terrance	Approved	8/25/2021 - 4:49 PM
Purchasing	Williams, Glendora	Approved	8/25/2021 - 5:19 PM
Finance	sherman, randy	Approved	8/25/2021 - 5:35 PM
Attorney	Wynn, Dawn	Approved	8/25/2021 - 6:06 PM
City Clerk	Robinson, Claudene	Approved	8/25/2021 - 7:02 PM
City Manager	Jacobs, Deirdre	Approved	8/26/2021 - 7:50 PM



"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: HON. MAYOR, CHAIRPERSON AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: TERRENCE N. BAILEY, P.E., CITY ENGINEER

SUBJECT: 13TH STREET TRAFFIC CALMING PROJECT

DATE: SEPTEMBER 1, 2021

CC: GENERAL PUBLIC

Background:

In 2018, residents of Federal Gardens community expressed concern with large trucks utilizing 13th Street west of Avenue “R” as a bypass to Congress Avenue. This area west of Avenue “R” is a residential community with senior citizens and children at play. The UPS trucks became a specific point of concern as travel through the community very early in the morning and late into the evening.

As such, staff commissioned a study to determine traffic calming alternatives to address the resident concerns. Accordingly, in September 2019, Chen Moore and Associates published the technical memorandum on 13th Street. The memorandum was provided and presented to City Council in 2020 and staff was directed to take the options to the residents so that they could select the alternative preferred.

At the end of 2020, UPS made a site plan submittal for the addition of 51,883 square feet (SP-21-06) of warehouse at the Avenue “P” and Blue Heron facility. During the site plan process, the management team of UPS was made aware of the community concerns on the use of 13th Street in the residential area west of Avenue “R” and their management committed to eliminate the use of 13th Street west of Avenue “R” in their service routes.

During the review and approval process, UPS committed to contribute \$35,000 towards traffic calming improvements on 13th Street. The site plan was approved on January 6th, 2021 via Resolution 04-21. On May 6, 2021 Chen Moore, the Merchant Group, and Councilwoman Lamer



hosted a community meeting on 13th Street to allow residents to vote on one of the three traffic calming options. The results of the voting are below:

Alternative No.	Alternative Name	Number of 1st Place Votes	Number of 2nd Place Votes
1	Chicanes	3	16
2	Traffic Circle	21	4
3	Partial Road Closure	1	1

Following the community vote, staff reached out to Chen Moore for a proposal to conduct the full design of a traffic circle as voted upon by the residents. Chen Moore was issued a purchase order on July 6th, 2021 to begin the full design of a traffic circle at 13th Street and Avenue “R”.

On June 24th, 2021 City staff provided a preliminary schedule for activities to deliver the completed construction of the traffic circle. The memorandum was updated on July 27th, 2021 to ensure the project would be completed by the end of 2021. As shown on the enclosed updated memorandum, the next project benchmark will occur on September 1st, 2021 with the final construction plans submitted to City staff. The plans will be quickly provided to the Procurement Department for its further handling in order for a contractor to begin construction in November of this year.

Citywide Goal:

This Item facilitates Goals #1 and 2

Goal #1 Achieve a Prosperous, Resilient, and Sustainable Economy

Goal #2. Create aesthetic improvements with focus on most vulnerable communities

Budget/Fiscal Impact:

The fiscal impact of this work order is funded inside the existing operational budget.

Recommendation(s):

Attachments:

13th Street Traffic Calming Technical Memorandum

Resolution 04-21 UPS Site Plan

Traffic Calming Selection Board



RESOLUTION NUMBER 04-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SITE PLAN APPLICATION (SP-20-06) FROM UNITED PARCEL SERVICES, INC. TO ADD APPROXIMATELY 51,883 SQUARE FEET IN BUILDING AREA TO AN EXISTING WAREHOUSE DISTRIBUTION BUILDING, CURRENTLY 188,857 SQUARE FEET IN BUILDING AREA, FOR A TOTAL OF 240,740 SQUARE FEET IN BUILDING AREA, ON APPROXIMATELY 29.12-ACRE PARCEL OF LAND, LOCATED AT 2001 AVENUE P, IMMEDIATELY SOUTH OF W. BLUE HERON BOULEVARD, WEST OF AVENUE P, EAST OF AVENUE R AND NORTH OF W. 15TH STREET, IDENTIFIED BY PARCEL CONTROL NUMBER 56-43-42-29-55-001-0030, HAVING A COMMERCIAL / INDUSTRIAL FUTURE LAND USE DESIGNATION AND A GENERAL COMMERCIAL (CG) / GENERAL INDUSTRIAL (IG) ZONING DESIGNATION; PROVIDING FOR CONDITIONS OF APPROVAL; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City received an application for site plan approval (SP-20-06) associated with 2001 Avenue P, identified by parcel control number 56-43-42-29-55-0010030; and

WHEREAS, the subject property has a Commercial and Industrial Future Land Use designation, as well as, a General Commercial (CG) and General Industrial (IG) Zoning designation; and

WHEREAS, the Applicant desires to add approximately 51,883 square feet (SF) in building area to an existing distribution and warehouse building. Currently at 188,857 square feet in building area, this addition would result in a total of 240,740 square feet in building area, for their existing warehouse distribution use, which requires a site plan approval within the DG Zoning District; and

WHEREAS, the Planning and Zoning Board reviewed the subject site plan application (SP-20-06) along with corresponding documents and City staff report, on November 17, 2020, and recommended approval to the City Council; and

RESOLUTION NUMBER 04-21

Page 2 of 4

WHEREAS, City staff and the City Council finds that the proposed site plan is consistent with the City's Comprehensive Plan and the City's Code of Ordinances; and

WHEREAS, the City Council of the City of Riviera Beach desires to approve this site plan application (SP-20-06).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. The City Council finds that the site plan application (SP-20-06) along with corresponding documents and City staff report, associated with 2001 Avenue P, identified by Parcel Control Number 56-43-42-29-55-001-0030, is consistent with the City's Comprehensive Plan and the City's Code of Ordinances.

SECTION 2. The City Council approves the site plan application (SP-20-06) with the following conditions of approval:

1. A two-year landscaping performance bond for 110% of the value of landscaping and irrigation shall be required before a Certificate of Occupancy or Certificate of Completion is issued for the Addition.
2. Construction and landscaping improvements must be initiated within 18 months of the effective date of this Resolution in accordance with Section 31-60(b), of the City Code of Ordinances. Demolition, site preparation and/or land clearing shall not be considered construction. Building permit application and associated plans and documents shall be submitted in its entirety and shall not be accepted by City staff in a partial or incomplete manner.
3. City council authorizes City staff to approve future amendments to this site plan administratively so long as the site plan does not deviate greater than 5% from the originally approved site plan.
4. This development must receive final Certificate of Occupancy from the City for all buildings approved within five years of the approval of the adopting resolution or the adopting resolution shall be considered null and void, requiring the applicant to resubmit application for site plan and special exception approval and re-initiate the site plan approval process.
5. All future advertising must state that the development is located in the City of Riviera Beach. Fees and penalties in accordance with City Code Sec.

RESOLUTION NUMBER 04-21

Page 3 of 4

31-554 will be levied against the property owner and/or business for violation of this condition.

6. Once approved, this resolution shall supersede any previous site plan approval resolutions associated with this property, causing previous site plan approval resolutions to be null and void.
7. Prior to the City's issuance of a Certificate of Occupancy, plat application (PA-2003) to re-plat the existing property of record into one lot, eliminating the railroad ROW (P) parcel, associated with parcel control number 56-43-42-29-55-000-0010, must be completed, recorded with the County Clerk of Courts records and submitted to the City's Planning and Zoning Division.
8. PUBLIC WORKS CONDITION OF APPROVAL: No truck trips will utilize W. 13th Street west of Avenue R.
9. UPS will work with the City of Riviera Beach to make a contribution to street improvements on 13th St. to help mitigate UPS related traffic. This amount shall not exceed \$35k and would be paid to the City within 120 days of approval to this resolution.
10. UPS will work with contractors and vendors to promote the hiring of residents from the City of Riviera Beach for construction. Furthermore, UPS will also work to hire residents of Riviera Beach once the building expansion as described in this resolution becomes operational.

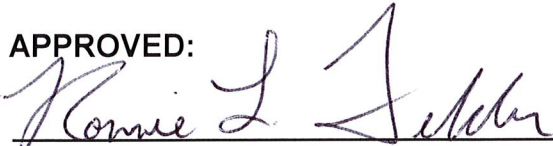
SECTION 3. The associated Site Plan, Landscape Plan, and Building Elevation Plan are attached hereto and made a part of this resolution as Exhibit 'A', Exhibit 'B', and Exhibit 'C'.

SECTION 4. Should any one or more of the provisions or elements of this resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 20th day of January, 2021.

APPROVED:




RONNIE L. FELDER
MAYOR



JULIA A. BOTEL, Ed.D
CHAIRPERSON

ATTEST:




CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK




DOUGLAS A. LAWSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON



KASHAMBA MILLER-ANDERSON
COUNCILPERSON



SHIRLEY D. LANIER
COUNCILPERSON

MOTIONED BY: D. LAWSON

SECONDED BY: T. MCCOY

T. MCCOY: AYE

K. MILLER-ANDERSON: AYE

S. LANIER: AYE

J. BOTEL: AYE

D. LAWSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



DAWN S. WYNN, CITY ATTORNEY

DATE: January 6, 2021

13th Street Traffic Calming Analysis

Draft Technical Memorandum

City of Riviera Beach Public Works Department



1481 15th Street
Riviera Beach, Florida 33404

Prepared By:



500 Australian Avenue South, Suite 850
West Palm Beach, Florida 33401
State of Florida Engineering Business
License No.4593
September 18, 2019

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Tables

Table 4.8.1: Cost Estimates for Design Alternatives

Table 4.9.1: Traffic Calming Alternative Analysis

Exhibits

Exhibit 1: Project Location Map

Exhibit 2.1 through 2.8: Conceptual Designs

1 Introduction

West 13th Street between Avenue U and Avenue R runs through a residential neighborhood known as Federal Gardens (neighborhood). The residents of the City have brought up concerns that the trucks traveling on West 13th Street are presenting a safety hazard. The purpose of this memorandum is to present traffic calming alternatives that may reduce the speed of vehicles in the project area or discourage through truck traffic. For this memorandum the Project Area is defined as West 13th Street from Avenue U to Avenue R.

2 Background

The Federal Gardens neighborhood is bounded on the west by Avenue U, on the north by West 14th Street, on the east by Avenue R and on the south by West 11th Street. The neighboring properties consist of residential, municipal, educational and industrial uses. West 13th Street bisects the neighborhood and connects on the west end to Congress Avenue, a Palm Beach County thoroughfare road. On the east side of the neighborhood West 13th Street connects to various City streets for residential and industrial uses before intersecting with Australian Avenue, another Palm Beach County thoroughfare road. See Exhibit 1 for project location, land use and roadway network.

The roadway section for West 13th Street consists of two lanes, each 12-feet wide, curb and gutter, grass strip and sidewalk. The roadway cross section from the West 13th Street design plans, prepared by Jordan, Jones & Goulding, is shown below in Figure 2.a.

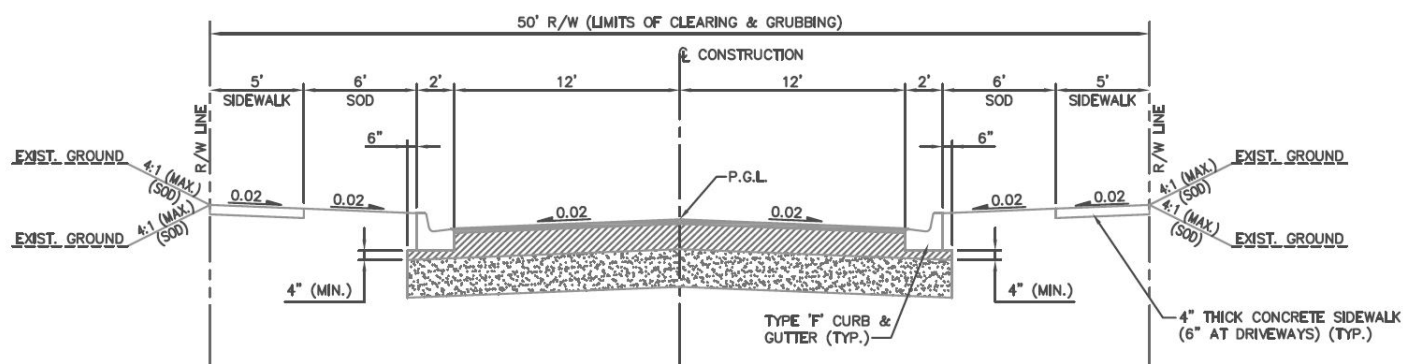


Figure 2.a: West 13th Street Typical Section

Some existing features in the current roadway that are recognized for their potential to slow traffic are speed humps and neighborhood entryway signage. The speed humps require the vehicle to slow down to prevent damage and the neighborhood entryway signs signify to the motorist that they are entering a neighborhood that has different traffic behavior than the surrounding areas. The existing neighborhood currently has two (2) speed humps and two (2) entry sign features. These devices are currently not providing the level of traffic calming for resident's satisfaction.

CITY OF RIVIERA BEACH

West 13th Street Traffic Calming Analysis

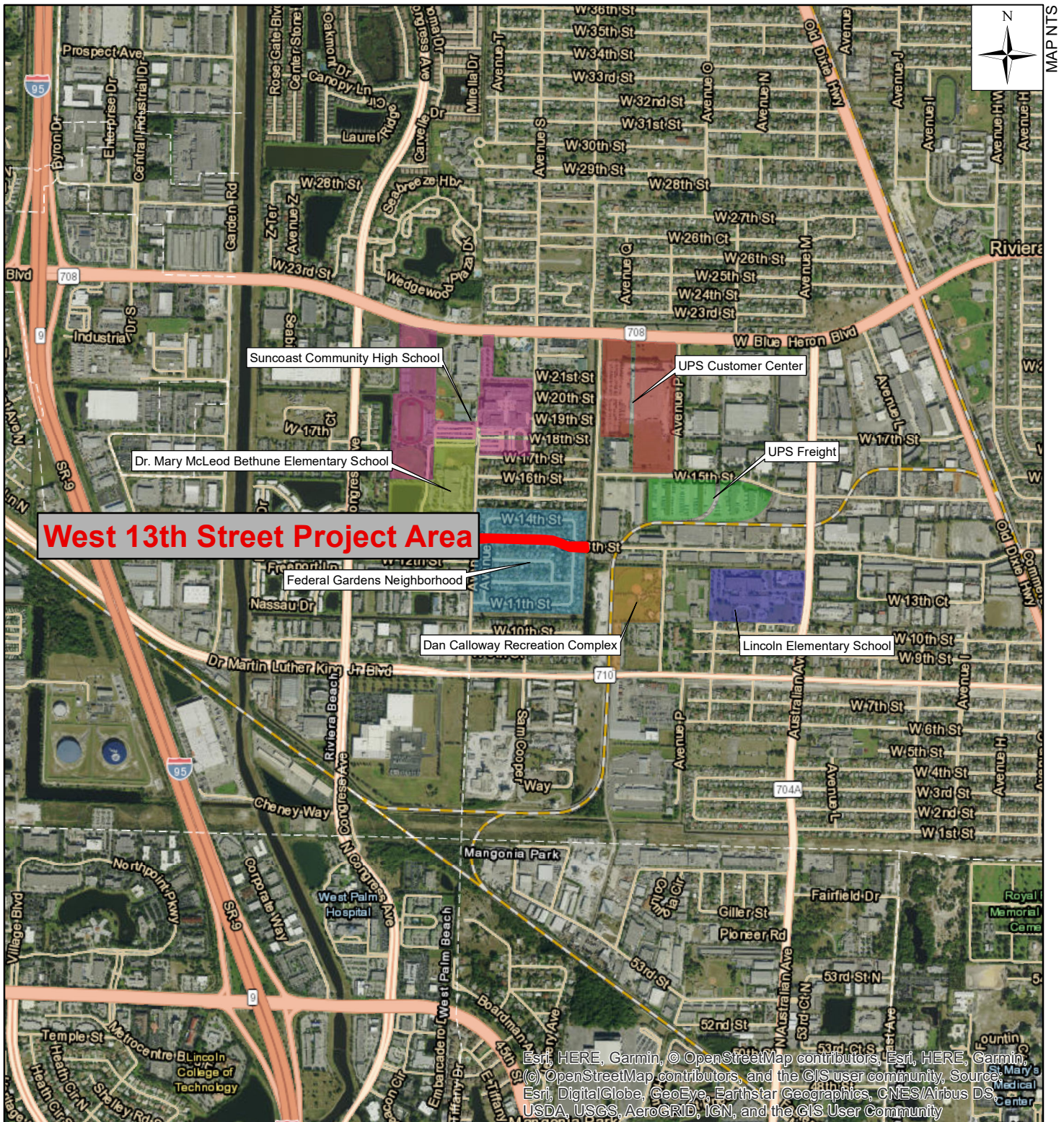


Exhibit 1: Project Location Map



3 Coordination Efforts

Traffic calming measures have the greatest chance of success when the stakeholders are involved to discuss their issues and expectations. The traffic calming measures presented in this memorandum should be coordinated with the following stakeholders at a minimum prior to implementation:

- Residents of Federal Gardens about traffic concerns and convenience for neighborhood entry and exit;
- Surrounding business owners for business traffic entry and exit;
- Palm Beach County School Board regarding impacts to the school routes for both buses, passenger vehicles and pedestrians;
- Palm Tran for bus route impacts;
- Riviera Beach Fire Department and Police Department for possible effects to emergency response time

4 Traffic Calming Alternatives

The Institute of Transportation Engineers defines traffic calming as “the combination of measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. Traffic calming consists of physical design and other measures put in place on existing roads to reduce vehicle speeds and improve safety for pedestrians and cyclists.” Sections 4.1 through 4.7 describe traffic calming measures that may be applicable for the Project Area. The traffic calming measures included in these sections have been studied for effectiveness by the Federal Highway Administration (FHWA). Also included in this section are conceptual designs for each alternative. Section 4.8 provides budget level costs for implementation and Section 4.9 provides a comparison for the various alternatives.

4.1 Alternative 1: Narrowed Travelway

Narrowing of travel lanes reduces speeds and makes drivers more aware of their surrounding areas, including other users of the right-of-way. This lane narrowing can be achieved through the use of pavement markings in various configurations. For this Project Area, it is recommended that the lanes be narrowed to a 10-foot width. Figure 4.1.a shows examples of pavement markings for narrowing lanes including solid stripe and cross striping. Figure 4.1.b shows the location of proposed pavement markings in the Project Area.



Figure 4.1.a: Narrowing Lanes Striping Examples

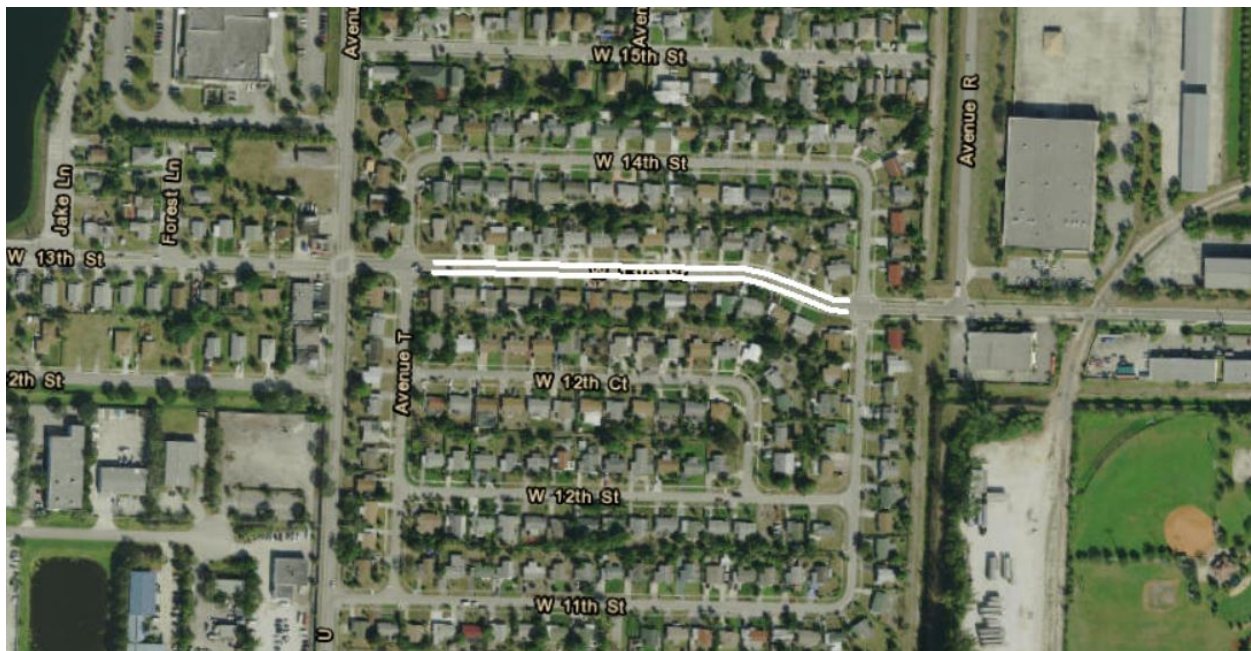


Figure 4.1.b: Proposed Design Alternative 1: Narrowing Lanes

4.2 Alternate 2: Traffic Calming Signage

Announcing signage to indicate an area has traffic calming devices will make drivers slow their speed in anticipation of the traffic calming devices. An example of traffic calming signage is shown in Figure 4.2.a below. These devices would be placed on either side of the Neighborhood entrance, at the intersections of West 13th Street with Avenue T and Avenue R, as shown in Figure 4.2.b.

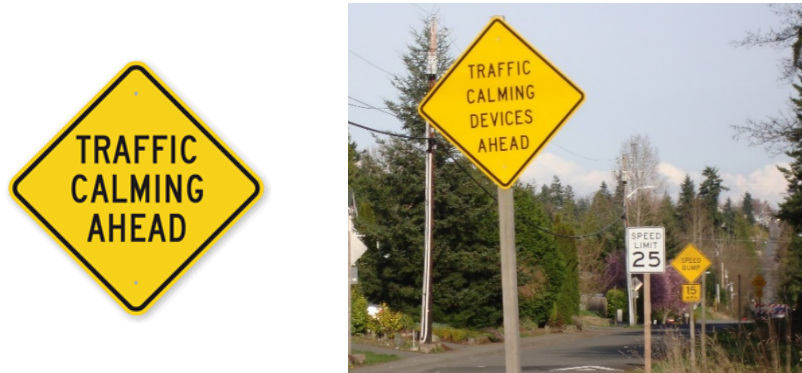


Figure 4.2.a: Traffic Calming Signage Example

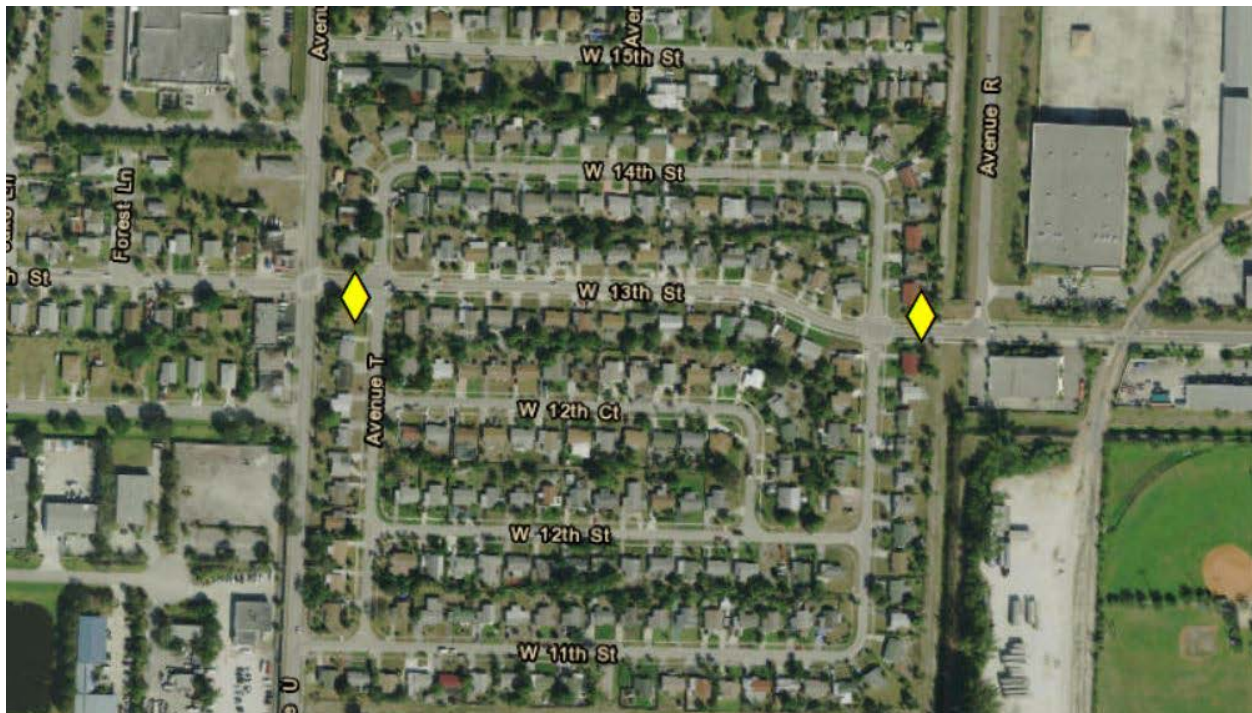


Figure 4.2.b: Proposed Design Alternative 2: Traffic Calming Signage

4.3 Alternate 3: Raised Intersection

Raised intersections are a form of speed tables for an entire intersection, that incorporate the raised profile of a speed hump with a more gradual transition. The average reduction in speed for raised intersections is approximately 7 – 9 mph. Raised intersection also provide an opportunity for specialty pavement materials which can provide neighborhood beautification and unique character. An example of a raised intersection with specialty pavement is shown in Figure 4.3.a. The raised intersections would be proposed at the intersections of West 13th Street with Avenue U and Avenue R as shown in Figure 4.3.b.



Figure 4.3.a: Raised Intersection Example

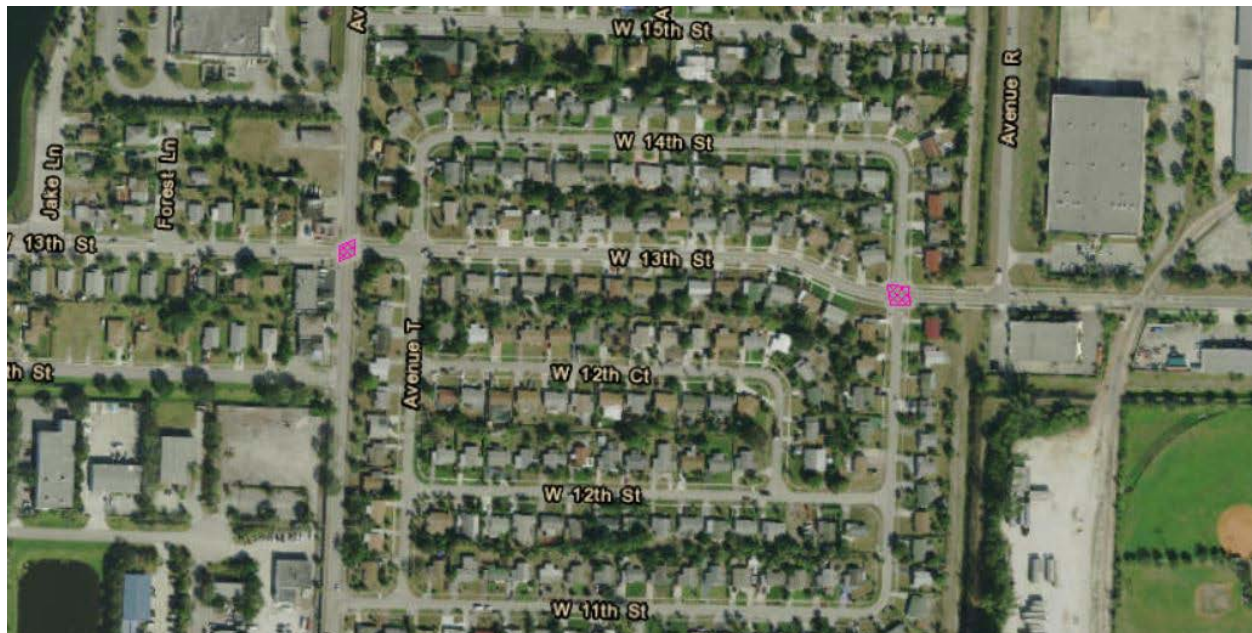


Figure 4.3.b: Proposed Design Alternative 3: Raised Intersection

4.4 Alternate 4: Raised Crosswalks

Raised crosswalks provide the same general speed reduction and beautification benefits as the raised intersection. An example of a raised crosswalk and signage is shown in Figure 4.4.a. The raised crosswalks would be proposed at the intersections of West 13th Street with Avenue U and Avenue R, for the pathway going across West 13th Street as shown in Figure 4.4.b.



Figure 4.4.a: Raised Crosswalk Example



Figure 4.4.b: Proposed Design Alternate 4: Raised Crosswalk

4.5 Alternate 5: Chicanes

Chicanes are curbed bulb outs set adjacent to the curb on alternating sides of the street that cause vehicles to travel in an “S” pattern and therefore reduce speed. Chicanes can be made of concrete, sod, specialty pavement materials, or landscape features. Examples of chicanes area shown below in Figure 4.5.a.



Figure 4.5.a: Chicanes Example

Chicanes should be spaced at intervals that slow traffic but still allow vehicles to pass safely. Also, they shall not interfere with driveways. Proposed locations for the chicanes are shown in Figure 4.5.b.

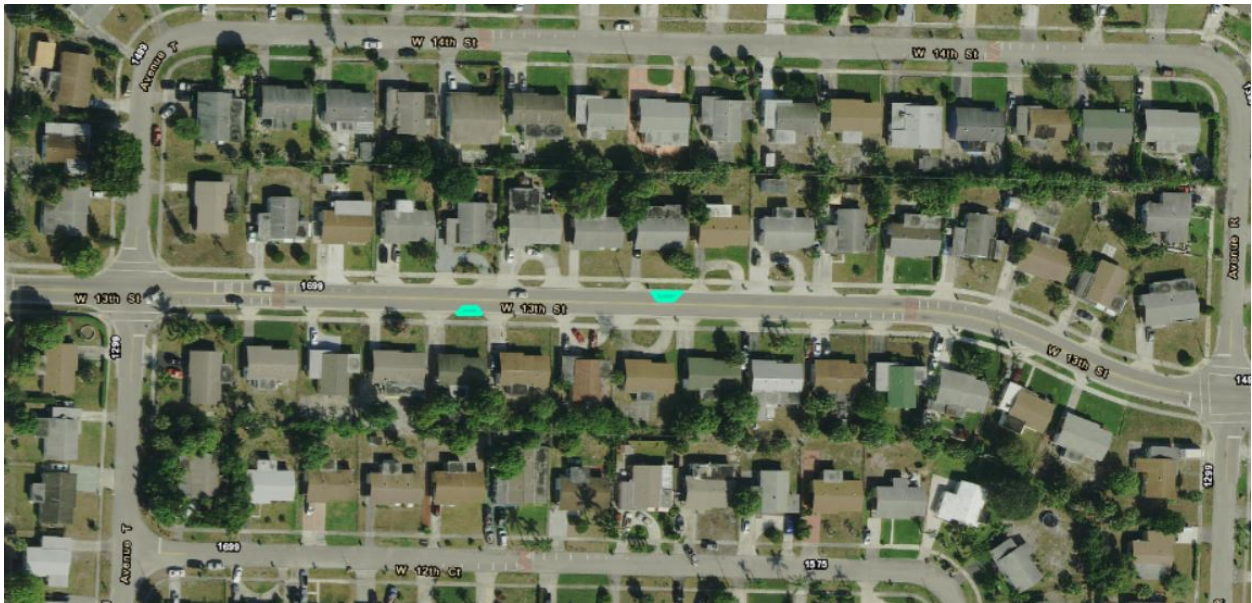


Figure 4.5.b: Proposed Design Alternative 5: Chicanes

4.6 Alternate 6: Traffic Circle

Traffic circles are channelizing devices that direct traffic clockwise around an intersection. They are typically raised with landscape or signage in the center to increase visibility. These traffic circles are designed such that emergency vehicles can navigate through them, however large trucks would need to drastically slow down in speed through the intersection. Figure 4.6.a shows examples of traffic circles.



Figure 4.6.a: Traffic Circles Example

The proposed location for the traffic circle is shown in Figure 4.6.b.

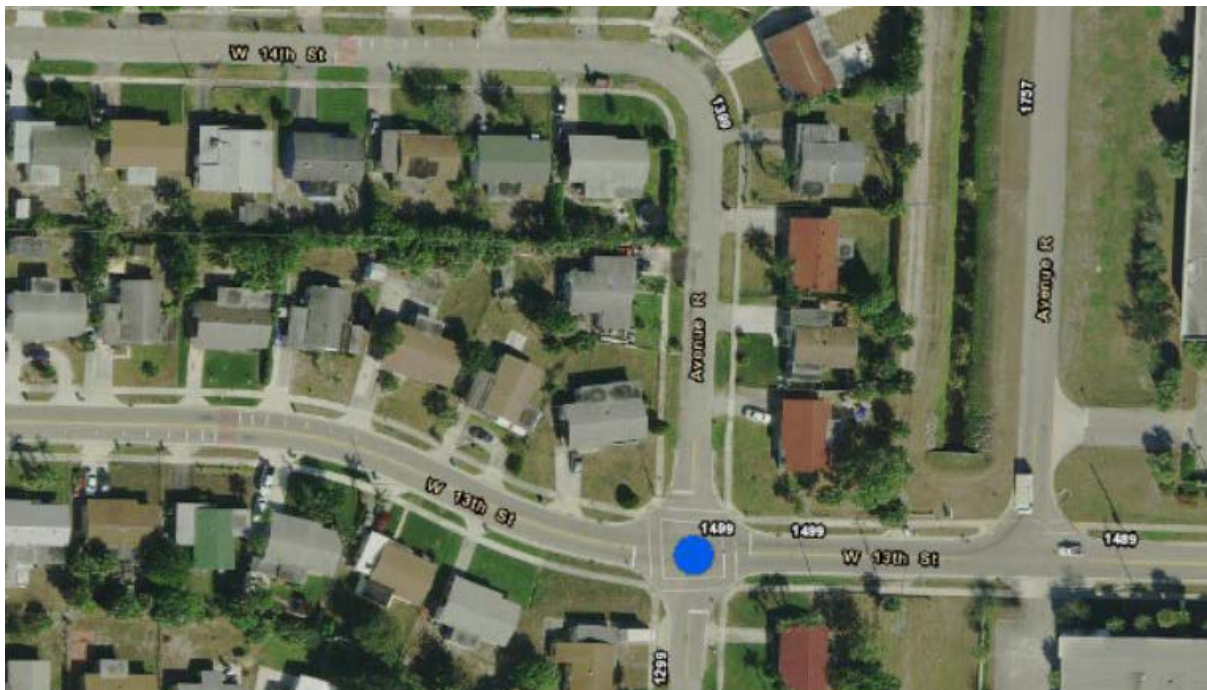


Figure 4.6.b: Proposed Design Alternative 6: Traffic Circle

4.7 Alternate 7: Permanent Road Closure

A permanent road closure terminates one leg of an intersection. An example of a permanent road closure is shown in Figure 4.7.a. The road would be eliminated on West 13th Street from Avenue R, west of the City canal, to Avenue R, east of the City canal. This road closure would eliminate any through traffic on West 13th Street from Avenue T to Avenue R as shown in Figure 4.7.b. All traffic within the Project Area would be related to the residential properties of the Neighborhood.



Figure 4.7.a: Permanent Road Closure Example

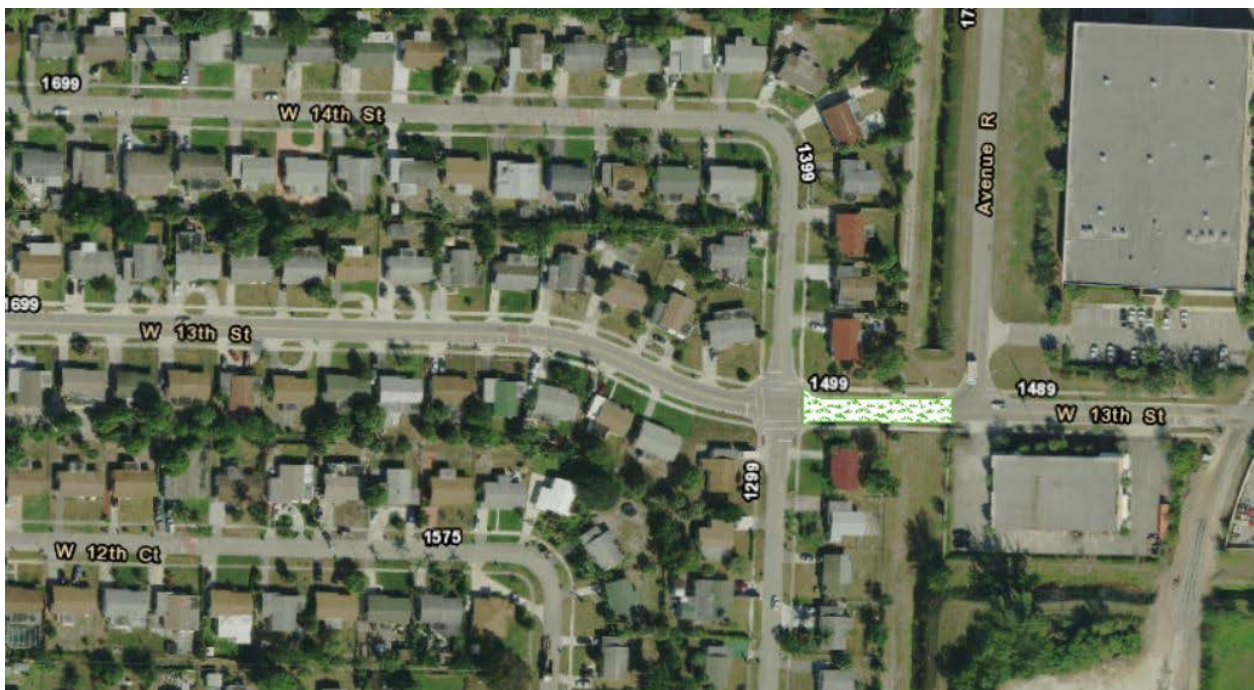


Figure 4.7.b: Design Alternative 7: Permanent Road Closure

4.8 Cost Estimates

A cost estimate has been prepared and shown in Table 4.8.1 for each design alternative for the City's consideration when choosing which traffic calming measures to implement. The proposed costs included in this memorandum are based on industry standard pricing and conditions of the project area. Costs are preliminary and may change when detailed design is performed.

Table 4.8.1: Cost Estimates for Design Alternatives

Alternative No.	Alternative Description	Cost	Assumptions
1a	Narrowed Travelway - Single White Stripe	\$19,200	2,400 LF of 6" solid white striping at \$8/LF
1b	Narrowed Travelway - Cross Hatch Stripes	\$26,400	2,400 LF of 6" solid solid white striping at \$8/LF, plus 720 LF of 12" white striping at \$10/LF.
2	Traffic Calming Signage	\$1,500	Includes two (2) signs.
3	Raised Intersection	\$30,375	Stamped asphalt for center of intersection, 45'x45', \$135/SY
4	Raised Crosswalk	\$27,000	Stamped asphalt for center of crosswalk, 50 SY each crosswalk, \$135/SY, 4 total crosswalks
5	Chicanes	\$20,000	No drainage improvements are required for installation; sod (no trees); 4 chicanes at \$10,000/EA
6	Traffic Circle	\$20,000	Stamped concrete in center, standard signage; 35 SY raised traffic circle
7	Permanent Road Closure	\$10,000	Pavement will be replaced with asphalt, 500 SY at \$20/SY

4.9 Comparison of Alternatives

Many factors should be considered before implementing the traffic calming measures proposed in this memorandum. Table 4.9.1 below outlines costs, speed reduction and beautification possibilities for comparison purposes. The effectiveness for each alternative can be measured in terms of the anticipated speed reduction. The speed reduction in turn has an effect on the reduction of volume of traffic, as motorists will choose other routes without traffic calming.

Table 4.9.1: Traffic Calming Alternative Analysis

Alternative No.	Alternative Description	Cost	Speed Reduction ⁽¹⁾	Considered a Beautification?
1a	Narrowed Travelway - Single White Stripe	\$19,200	0.5 mph	No
1b	Narrowed Travelway - Cross Hatch Stripes	\$26,400	0.5 mph	No
2	Traffic Calming Signage	\$1,500	3 mph ⁽²⁾	No
3	Raised Intersection	\$30,375	0.3 - 1 mph	Yes
4	Raised Crosswalk	\$27,000	7 - 9 mph	Yes
5	Chicanes	\$40,000	3 - 9 mph	Yes
6	Traffic Circle	\$20,000	5 mph ⁽³⁾	Yes
7	Permanent Road Closure	\$10,000	N/A	Yes

(1) Per FHWA "Traffic Calming ePrimer" https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm.

(2) Results will vary based on fines and enforcement

(3) Based on posted road speed limit of 25 mph and traffic circle recommended speed of 20 mph

5 Conclusion

This technical memorandum presents alternatives for the purpose of evaluating traffic calming, including speed and volume reduction, on West 13th Street within the Federal Gardens neighborhood. These alternatives can be used individually or combined to achieve the desired results. It is recommended that the alternatives be brought to the public and surrounding business owners for input and feedback. Also, certain alternatives, such as the permanent road closure, may need to be further analyzed by a traffic engineer to confirm that the re-routing of vehicles will not adversely impact adjacent roadways. Coordination for access within and through West 13th Street with these traffic calming measures should be discussed with the Palm Beach County School Board, Palm Tran, Riviera Beach Police Department and Riviera Beach Fire Department to further understand the impacts to each stakeholder.

6 References

FHWA "Traffic Calming ePrimer" https://safety.fhwa.dot.gov/speedmgt/traffic_calm.cfm.

Institute of Transportation Engineers (ITE) "Speed Control in Residential Areas"

District 3 Traffic Calming Alternatives

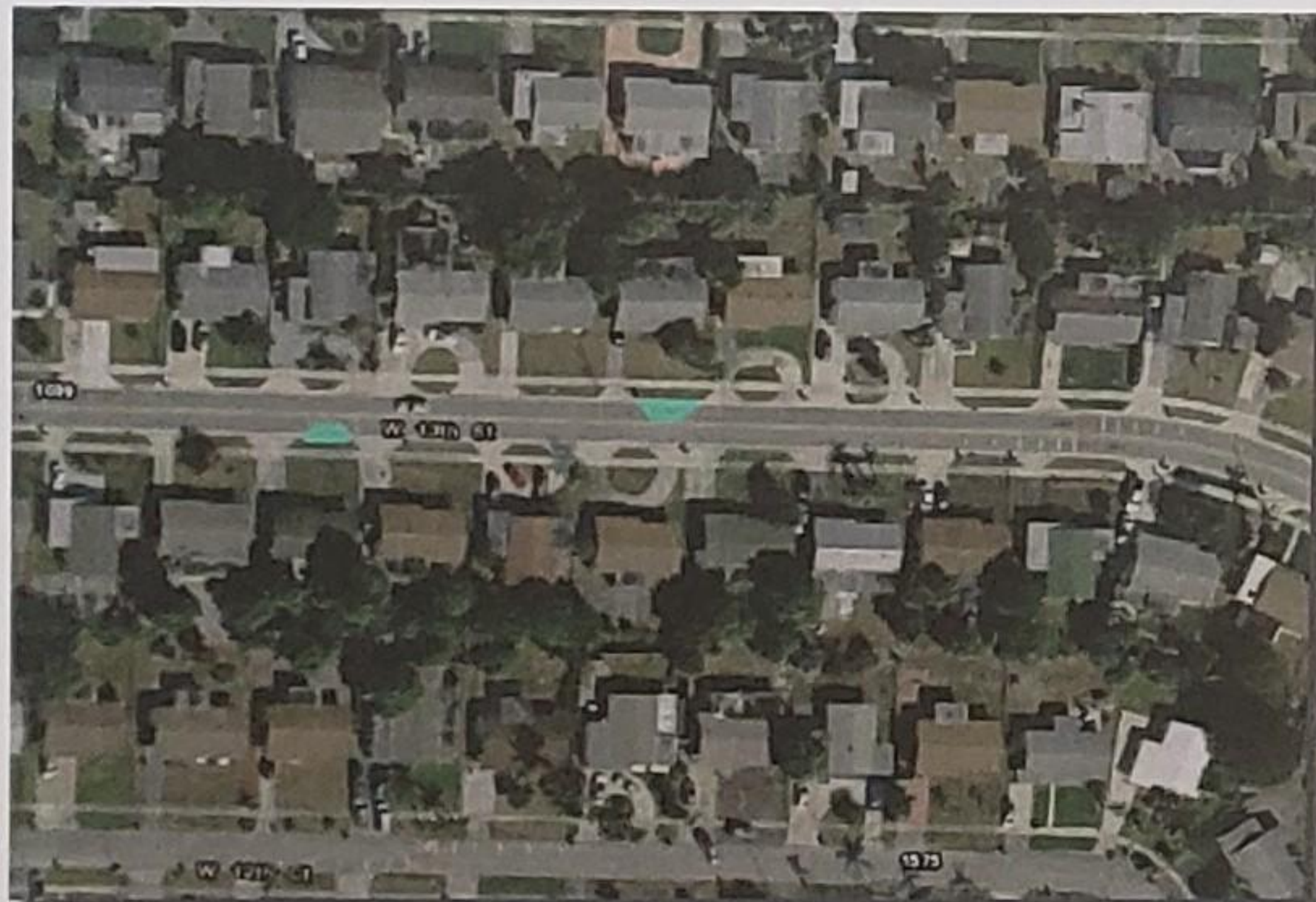
Alternative 1 Chicanes



Alternative 2 Traffic Circle



Alternative 3 Partial Road Closure (Eastbound Traffic Only)



TO: Jonathan Evans, City Manager
Deidra Jacobs, Assistant City Manager
FROM: Sedrick Clark, Interim Public Works Director
Clarence Sirmons, Development Services Director
Terrence Bailey, City Engineer
DATE: 6/24/2021 Updated 7-27-21
RE: Federal Gardens 13th Street Improvement Project

Below please find a tentative schedule for the above referenced 13th street improvement project:

- Scope Development - June 28, 2021
- Purchase Order Issued – July 6, 2021
- Final Engineering Plan Design (100%) September 1, 2021
- Procurement Advertising September 13, 2021
- Bids Received October 13, 2021
- Purchase Order Issued October 20, 2021
- Construction Commencement November 1, 2021
- Construction Completion December 31, 2021

**CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY**

Meeting Date: 11/3/2021

Agenda Category: REGULAR RESOLUTION

Subject: Discussion and Deliberation on “Reimagine Riviera Beach – 2030” -- Designation of Site for City Hall

Recommendation/Motion: Approval of the location for the new City Hall/Municipal to a preferred location on Broadway.

Originating Dept City Manager's Office **Costs** 20,000,000

User Dept. **Funding Source**

Advertised No **Budget Account Number**

Date

Paper

Affected Parties Not Required

Background/Summary:

At the August 4, 2021 City Council Meeting, a presentation was made to the City Council on “Reimagine Riviera Beach”. The City Council directed staff to bring back this issue on September 15, 2021 for discussion and deliberation of the New City Hall location and after Council members could meet with citizens within their districts. During the October 20, 2021 City Council Meeting, Resolution 104-21 authorizing the competitive solicitation was approved by the City Council. However, the item related to site approval for the location of the new City Hall was not addressed.

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

**NO. Additional FTE Positions
(cumulative)**

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
COVER_MEMO_re_LOCATION_OF_NEW_CITY_HALL.docx	MEMO TO COUNCIL - DESIGNATION OF SITE FOR CITY HALL	10/27/2021	Cover Memo
RESOLUTION__Designating_Location_of_New_City_Hall_or_Municipal_Complex.docx	RESOLUTION 131-21- DESIGNATION OF SITE FOR CITY HALL	10/27/2021	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
City Manager	Monroe, Luecinda	Approved	10/27/2021 - 7:57 PM



"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HONORABLE MAYOR, CHAIRPERSON, AND CITY COUNCIL

FROM: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

SUBJECT: DISCUSSION AND DELIBERATION ON "REIMAGINE RIVIERA BEACH – 2030" -- DESIGNATION OF SITE FOR CITY HALL

DATE: NOVEMBER 3, 2021

CC: GENERAL PUBLIC

Background:

At the August 4, 2021 City Council Meeting, a presentation was made to the City Council on "Reimagine Riviera Beach". The City Council directed staff to bring back this issue on September 15, 2021 for discussion and deliberation of the New City Hall location and after Council members could meet with citizens within their districts. During the October 20, 2021 City Council Meeting, Resolution 104-21

Governmental Project Profiles

New City Hall Complex

Construction of a new City Hall complex on Blue Heron Boulevard to house city administrative offices, possibly on the site of the existing City Hall along with improvements to the parking.

Type: City Facility **Project #:** 21005

Location: To be determined **A/C #:** 31330101-562000

Department: Public Works **Project Rank:** ① Severe

Project Status: Planning



Project Funding Source	In Progress	FY 2021	FY 2022 to FY 2025	TOTAL
One-Cent Local Surtax	\$ 1,000,000	\$ 1,000,000	\$ 20,000,000	\$ 22,000,000
TOTAL	\$ 1,000,000	\$ 1,000,000	\$ 20,000,000	\$ 22,000,000

Operating Budget Impact

This project will not have an impact on the operating budget.

authorizing the competitive solicitation was approved by the City Council. However, the item related to site approval for the location of the new City Hall was not addressed.

City Goals:

The City-wide goal is to achieve a sustainable economy.

Fiscal/Budget Impact:

As noted above.

Recommendations:

Approval of the location for the new City Hall/Municipal to a preferred location on Broadway.

Attachments:

- Resolution Number. 131 -21

RESOLUTION NO. 131-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DESIGNATING BROADWAY AS THE LOCATION FOR THE NEW CITY HALL/MUNICIPAL COMPLEX TO BE DEVELOPED AND CONSTRUCTED ON SUCH CITY OWNED PROPERTY(IES), AND/OR OTHER SUCH PROPERTY(IES) AS APPROVED BY THE CITY COUNCIL; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City Council has held numerous public meetings and workshops, including charrettes and neighborhood meetings with City residents, related to Vision 2030, “Reimagine Riviera Beach”, during FY 2020 and FY 2021; and

WHEREAS, at its August 4, 2021 City Council Meeting the City Council requested more time to meet with constituents regarding the location of the new City Hall, and directed staff to bring this matter back at a later date for discussion and deliberation; and

WHEREAS, staff did include this matter on the October 20, 2021 City Council agenda, but inadvertently failed to address this matter with the City Council; and

WHEREAS, “Reimagine Riviera Beach” envisions the development and construction of:
(1) a municipal complex consisting of City Hall, for the housing of city legislative and administrative operations; and community facilities and improvements as the public library; (2) park recreational and wellness; (3) public safety facilities such as an emergency operations center, a police station and headquarters; and a fire station and headquarters; and (4) a mixed use development that is financially and fiscally self-sustaining, as may be approved by the City Council; and

WHEREAS, the City Council approved Resolution 104-21 authorizing the competitive solicitation of a Master Developer for the development and of the above public, community and private facilities envisioned in “Reimagine Riviera Beach”; and

WHEREAS, the City Council desires to identify a preferred location for the new City Hall/Municipal Complex.

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

SECTION 1. The City Council hereby designates Broadway to be location of the new City Hall/Municipal Complex for development and construction on such city owned property(ies) and/or other such property(ies) as approved by the City Council.

SECTION 5. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED and APPROVED this ____ day of _____, 2021.

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY, CMC
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D.
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

T. MCCOY: _____

K. MILLER-ANDERSON: _____

S. LANIER: _____

J. BOTEL: _____

D. LAWSON: _____

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: _____

CITY OF RIVIERA BEACH CITY COUNCIL
AGENDA ITEM SUMMARY

Meeting Date: 11/3/2021

Agenda Category: DISCUSSION AND DELIBERATION

Subject: EVALUATION OF THE CITY MANAGER

Recommendation/Motion: Staff recommends the City Council accepts the City Manager's overall performance evaluation score of 4.5 (**Above Average**).

Originating Dept	HUMAN RESOURCES	Costs	NA
User Dept.	HUMAN RESOURCES	Funding Source	
Advertised	No	Budget Account Number	
Date			
Paper			
Affected Parties	Not Required		

Background/Summary:

Pursuant to the employment agreement between the City of Riviera Beach ("Employer") and Jonathan Evans ("Employee"), Mr. Evans agreed to provide services of professional administration and government oversight. Mr. Evans entered into a contract with the City of Riviera Beach on April 24, 2019, with an official start date of July 12, 2019.

In accordance with Section 2, Subsection C Performance Evaluations, the City Council is required to review the manager's performance at least annually. This review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Consistent with that direction, on May 1, 2021, the City Manager composed a memorandum highlighting some major accomplishments during the manager's tenure. Board members provided their evaluations to the Human Resources Department. The majority of City Council provided their evaluation of the City Manager's performance as requested. Four (4) out of the five (5) council members completed an evaluation. The City Manager's evaluation used the following categories and scores with five questions per category that used one (1) to five (5) scale score. The highest rank per category is five (5), which signifies excellence. The overall score and the average per category are delineated in the chart below:

<u>Categories</u>	<u>Average Score (1-5)</u>
Individual Characteristics	4.7
Professional Skills & Status	4.6

Relations With Elected Members	4.5
Policy Execution	4.5
Reporting	4.7
Citizen Relations	4.5
Staffing	3.9
Supervision	4.2
Fiscal Management	4.4
Community	4.5
Total Score	4.5

The scores range from '1' to "5" and are ranked accordingly:

- 1 - Poor
- 2 – Below Average
- 3 - Average
- 4 – Above Average
- 5 - Excellent

As shown in the chart above, the total average score of all four (4) evaluations was 4.5 commensurate with the "Above Average" ranking. The rating of **Above Average** is: *The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.*

Fiscal Years

Capital Expenditures

Operating Costs

External Revenues

Program Income (city)

In-kind Match (city)

Net Fiscal Impact

NO. Additional FTE Positions (cumulative)

III. Review Comments

A. Finance Department Comments:

B. Purchasing/Intergovernmental Relations/Grants Comments:

C. Department Director Review:

Contract Start Date

Contract End Date

Renewal Start Date

Renewal End Date

Number of 12 month terms this renewal

Dollar Amount

Contractor Company Name

Contractor Contact

Contractor Address

Contractor Phone Number

Contractor Email

Type of Contract

Describe

ATTACHMENTS:

File Name	Description	Upload Date	Type
HR-Memorandum_to_City_Council_-_CM_Evaluation.docx	HR Memorandum to City Council - CM Evaluation	10/12/2021	Cover Memo
City_Council_s_Evaluation.pdf	City Council Evaluation of City Manager	10/12/2021	Cover Memo
HR-Attachment_1_Resolution_No_38-19_Employment_Contract_to_Jonathan_Evans.pdf	Attachment 1 Employment Contract	7/29/2020	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Human Resources	Monroe, Luecinda	Approved	10/26/2021 - 6:10 PM



"The Best Waterfront City in Which to Live, Work And Play."

CITY OF RIVIERA BEACH

TO: HON. MAYOR, CHAIRPERSON, AND CITY COUNCIL

THROUGH: JONATHAN EVANS, CITY MANAGER, MPA, MBA, ICMA-CM

FROM: BARBARA ORISIO, Ed.D, HUMAN RESOURCES DIRECTOR

SUBJECT: EVALUATION OF THE CITY MANAGER

DATE: OCTOBER 20, 2021

CC: GENERAL PUBLIC

Background:

Pursuant to the employment agreement between the City of Riviera Beach ("Employer") and Jonathan Evans ("Employee"), Mr. Evans agreed to provide services of professional administration and government oversight. Mr. Evans entered into a contract with the City of Riviera Beach on April 24, 2019, with an official start date of July 12, 2019.

In accordance with Section 2, Subsection C Performance Evaluations, the City Council is required to review the manager's performance at least annually. This review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the City Manager. Consistent with that direction, on May 1, 2021, the City Manager composed a memorandum highlighting some major accomplishments during the manager's tenure. Board members provided their evaluations to the Human Resources Department. The majority of City Council provided their evaluation of the City Manager's performance as requested. Four (4) out of the five (5) council members completed an evaluation. The City Manager's evaluation used the following categories and scores with five questions per category that used one (1) to five (5) scale score. The highest rank per category is five (5), which signifies excellence. The overall score and the average per category are delineated in the chart below.

<u>Categories</u>	<u>Average Score (1–5)</u>
Individual Characteristics	4.7
Professional Skills & Status	4.6
Relations With Elected Members	4.5
Policy Execution	4.5
Reporting	4.7
Citizen Relations	4.7
Staffing	4.5
Supervision	3.9
Fiscal Management	4.2
Community	4.4
Total Score	4.5

The scores range from ‘1’ to “5” and ranked accordingly:

- 1 - Poor
- 2 – Below Average
- 3 - Average
- 4 – Above Average
- 5 - Excellent

As shown in the chart above, the total average score of all four (4) evaluations was 4.5 commensurate with the “Above Average” ranking. The rating of **Above Average** is: *The incumbent consistently demonstrates performance that generally exceeds reasonable expectations. The individual demonstrates no appreciable performance deficiencies.*

City Goals:

The Citywide Goals are to: Enhance Government Stewardship, Accelerate Operational Excellence, Strengthen Community Engagement, Achieve a Sustainable Economy and Build Great Neighborhoods.

Fiscal/Budget Impact:

There is no fiscal impact to the City.

Recommendation:

Staff recommends the City Council accepts the City Manager’s overall performance evaluation score of 4.5 (**Above Average**).

Attachments:

1. City Manager May 1, 2021 Memo - Self-Evaluation and Evaluation Form
2. Mayor and City Council’s Evaluations-Composite
3. City Manager’s Employment Contract

City Manager Performance Evaluation

City of **Riviera Beach**

Evaluation period: **6 - 17 - 2020** to 6/16/2021

Tradrick McCoy
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to **Deputy City Manager McBride**. The deadline for submitting this performance evaluation is **6 - 1 - 2021**.

Evaluations will be summarized and included on the agenda for discussion at the work session on **6 - 17 - 2021**.

Mayor's Signature

Date

Please Submitted Completed
Evaluations to DCM McBride

Tradrick McCoy
Governing Body Member's Signature

7/14/21
Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 4 Diligent and thorough in the discharge of duties, "self-starter"
- 3 Exercises good judgment
- 4 Displays enthusiasm, cooperation, and will to adapt
- 4 Mental and physical stamina appropriate for the position
- 4 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 19 ÷ 5 = 3.4 score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 4 Maintains knowledge of current developments affecting the practice of local government management
- 4 Demonstrates a capacity for innovation and creativity
- 3 Anticipates and analyzes problems to develop effective approaches for solving them
- 3 Willing to try new ideas proposed by governing body members and/or staff
- 3 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 17 ÷ 5 = 3.2 score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 4 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 3 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 3 Disseminates complete and accurate information equally to all members in a timely manner
- 3 Assists by facilitating decision making without usurping authority
- 4 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 17 ÷ 5 = 3.2 score for this category

4. POLICY EXECUTION

- 4 Implements governing body actions in accordance with the intent of council
- 4 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 3 Understands, supports, and enforces local government's laws, policies, and ordinances
- 2 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 3 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 19 ÷ 5 = 3.4 score for this category

5. REPORTING

- 3 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 3 Responds in a timely manner to requests from the governing body for special reports
- 3 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 4 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 4 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 17 ÷ 5 = 3.2 score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 4 Demonstrates a dedication to service to the community and its citizens
- 4 Maintains a nonpartisan approach in dealing with the news media
- 4 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 4 Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal 21 ÷ 5 = 4.2 score for this category

7. STAFFING

- 2 Recruits and retains competent personnel for staff positions
- 2 Applies an appropriate level of supervision to improve any areas of substandard performance
- 4 Stays accurately informed and appropriately concerned about employee relations
- 4 Professionally manages the compensation and benefits plan
- 2 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 14 ÷ 5 = 2.4 score for this category

8. SUPERVISION

- 2 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 2 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 4 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 2 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 3 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 13 ÷ 5 = 2.3 score for this category

9. FISCAL MANAGEMENT

- 4 Prepares a balanced budget to provide services at a level directed by council
- 2 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 2 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 2 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 3 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 13 ÷ 5 = 2.6 score for this category

10. COMMUNITY

- 4 Shares responsibility for addressing the difficult issues facing the city
- 4 Avoids unnecessary controversy
- 4 Cooperates with neighboring communities and the county
- 2 Helps the council address future needs and develop adequate plans to address long term trends
- 4 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 18 ÷ 5 = 3.3 score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period?

The manager appears to work well under emergency conditions. He has consistently demonstrated a sense of calmness and plan execution. Examples including getting the organization back up including guidance and assistance in the 2019 Computer Hack, the 2020 Disaster preparedness for major hurricane off the coast of Florida; Successful implementation of FEMA's Incident Command System for COVID-19, including the COVID testing and vaccinations. Frequent and regular communications regarding emergency incidents, providing the governing board information regarding the affairs of the city.

The manager has shown a keen understanding and willingness to build relationships and concerns of residents, board members, and neighboring cities and organizations.

What performance area(s) would you identify as most critical for improvement?

1. Fiscal Responsibility; Professional training of all staff including Department heads, Commissioners, Council Members, Committee Board Members so each understands their respective roles. Still there is a lack of timeliness re: notices of meetings, agendas, backup and complete information. There is never enough time to read, study, digest and ask questions about the backup regarding many important decisions, including changes in ordinances that impact our future. The above critique applies to CRA, City and the Council, There is no long term strategic plan as the goal post keeps changing. At the 2020 budget hearings each Dept. head was requested to reduce its staffing in anticipation of lower real estate tax income to the City:

"As the City prepares to create the FY 2021 budget, staff members are considering austerity measures to prepare prudently for FY 2022 and beyond. The City receives a majority of its revenue through property taxes, and this pandemic is expected to cause a negative impact on certain business segments in the community, which will affect property values adversely. Therefore, the City unfortunately anticipates that property taxes for the upcoming budget cycles may remain flat or decrease. As economic shortfalls are routinely experienced a year after a recession, depression, or disaster (in this instance, the COVID-19 pandemic), the FY2021 budget must account for the FY2022 decline. Please also note that, for FY 2020, the City's revenue sources have declined, with the exception of property taxes.

JONATHAN'S COMMENTS LAST YEAR "2020 Hurricane Season

COVID-19 has affected operations profoundly throughout the nation, state, county, and City. The City's ability to respond during a natural disaster while combating COVID-19 is foreseen as a challenge. City staff are now formalizing the plan and budget for the upcoming hurricane season, which lasts from June 1 to November 30, 2020. Based on the information provided by the National Weather Service, 2020 is anticipated to have a more

active storm season than previous years. Given this information, the City's ability to manage its finances while providing services to the City's residents and businesses will be paramount as the City prepares for what is likely to be one of the most challenging years in recent memory.

2. There has been no accountability to department heads that regularly disregard their duties that are statutorily required. There has been problematic and complete disregard for meeting scheduling and timely providing agendas. The format of the items that are to be heard at the meetings have no rhyme or reason. Presentations, and routine items should be placed on the consent agenda and they are extensive. Meetings should not be more than 3 hours.

3. We have created a special event policy and it is still not adhered to. We have established a committee to review special events and it's still not being adhered to.

What constructive suggestions or assistance can you offer the manager to enhance performance? Citywide austerity measures, While there is a 2030 Visioning plan being created there is no strategic plan for the next steps in a year span. At a time when our City should be preparing for a downturn in the economy, the City is on a spending spree. The Manager was hired as a City Manager. He cannot effectively manage the City, CRA and serve as the de facto overseer of the USD. The seems to be an unfair expectation and sets the City Manager and our City up for failure, once again. Reinstitute the Civil Service Board with the ability to operated unencumbered.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _

Training across the board.

Strategic Planning.

The focus should be narrowed to managing city operations and not explorative.

Control and manage Board Member special events and Co-Sponsored Events.

The city needs to establish a citizens liaison to address the overwhelming constituent requests, inquires, and complaints.

Improve Customer Service. Establish a City employee that can serve as a Receptionist to direct visitors in City Hall. There currently isn't anyone that can triage a visitor and assist them.

Finalize the plans to relocate the City Hall.

City Manager Performance Evaluation

City of Riviera Beach

Evaluation period: 6-17-2020 to 6-17-2021

KaShamba Miller-Anderson
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to Deputy City Manager McBride. The deadline for submitting this performance evaluation is 6 - 1 -2021. Evaluations will be summarized and included on the agenda for discussion at the work session on 6 - 17 -2021.

Mayor's Signature

Date

Please Submitted Completed
Evaluations to DCM McBride

KaShamba Miller-Anderson
Governing Body Member's Signature
6/21/2021
Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 25 + 5 = 5 score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 4 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 24 ÷ 5 = 4.8 score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 5 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of council
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 4 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 24 ÷ 5 = 4.8 score for this category

5. REPORTING

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

7. STAFFING

- 4 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 4 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 22 ÷ 5 = 4.4 score for this category

8. SUPERVISION

- 5 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 5 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal $25 \div 5 = 5$ score for this category

9. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by council
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal $25 \div 5 = 5$ score for this category

10. COMMUNITY

- 5 Shares responsibility for addressing the difficult issues facing the city
- 5 Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? This past year has been challenging for everyone to say the least, but Mr. Evans has managed to persevere through the difficulties due to the world pandemic and perform his job at an optimum level consistently. He is a self-starter that is knowledgeable and always trying to identify solutions to problems. Jonathan goes above and beyond to ensure his work is completed with the highest degree of possible perfection. He consistently provides ongoing transparent and detailed communication to the council and community.

What performance area(s) would you identify as most critical for improvement? The area most critical for improvement, would be staffing. It is so important to recruit and retain staff that shares the same vision of integrity and service at our agency. Mr. Evans completed an almost insurmountable task by filling numerous positions that have been vacant for awhile, however, a few (department heads) did not work out as far as retention goes. I am confident that Mr. Evans is working on maintaining staff that are in line with the values of our agency.

What constructive suggestions or assistance can you offer the manager to enhance performance?

Overall, Mr. Evans has done an outstanding job this past year. There are several areas where he has far exceeded expectations and I know he will continue to demonstrate that same level of performance moving into the next year. Continue to recruit and retain employees that represent the city's values.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period?

I am very pleased with your performance (leadership, team involvement, delegation ability, knowledge of issues, professionalism, enforcement of accountability, etc.) this past year and I look forward to continuing to work with you over the next year to make Riviera Beach the best city to live, work and play.

Sent from the all new AOL app for iOS

EXTERNAL SENDER

This email originated outside of the organization. Please do not click links or open attachments unless you recognize the sender and know the content is safe.

City Manager Performance Evaluation

City of Riviera Beach

Evaluation period: 6 - 17 - 2020 to 5/20/2021

Dr. Julie Botel

Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to Deputy City Manager McBride

The deadline for submitting this performance evaluation is 6 - 1 - 2021.

Evaluations will be 6 - 17 - 2021 and included on the agenda for discussion at the work session on _____.

Mayor's Signature

Date

Please Submitted Completed
Evaluations to DCM McBride

Governing Body Member's Signature

5/20/2021

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

5 Diligent and thorough in the discharge of duties, "self-starter"

5 Exercises good judgment

5 Displays enthusiasm, cooperation, and will to adapt

5 Mental and physical stamina appropriate for the position

5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

Add the values from above and enter the subtotal _____ ÷ 5 = _____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 5 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of council
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

5. REPORTING

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal $25 \div 5 = 5$ score for this category

5. CITIZEN RELATIONS

- 3 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 3 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 4 Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal $20 \div 5 = 4$ score for this category

6. STAFFING

- 4 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal $23 \div 5 = 4.6$ score for this category

7. SUPERVISION

- 5 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 4 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal $\underline{24} \div 5 = \underline{4.8}$ score for this category

8. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by council
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal $\underline{25} \div 5 = \underline{5}$ score for this category

9. COMMUNITY

- 5 Shares responsibility for addressing the difficult issues facing the city
- 5 Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? I am extremely satisfied with the performance of the manager with regard to the significant accomplishments mentioned in the attached report. The manager was highly effective in delivering pandemic relief to our citizens. The distribution of masks and food provided much-needed support for the community. The vaccination program at Wells Recreation Center was praised by all who were served there as being an outstanding experience. I am also pleased to see the City moving forward with construction projects that have been "kicked down the road" by previous administrations. These include the city hall complex, the water treatment plant, and the new fire station. Specific to District 4, I am pleased that the \$4M Palm Beach Isles project is moving forward successfully.

What performance area(s) would you identify as most critical for improvement? The manager must focus on improving response to citizen requests for information or complaints about City services. Too often, I hear from constituents that they cannot get a return call or email from City administration. This is unacceptable. The manager must delegate someone within the administration to ensure that all citizen requests are responded to in a timely manner.

What constructive suggestions or assistance can you offer the manager to enhance performance? The manager should assign a staff member to monitor his calls and emails to ensure that a response goes out within 24 hours. Even if that response only informs the constituent that his or her issue is under consideration, it would be helpful.

The manager should obtain assistance from the Deputy and Assistant City Managers to that they could evaluate all staff to ensure that they are setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback. The management team needs to apply an appropriate level of supervision to improve areas of substandard performance.

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? My priorities for the coming year include:

- Solving the issues surrounding the submerged lands on Singer Island. Ensuring that the Lake Worth Lagoon is preserved. Working closely with the DEP and ACOE to enforce notices of violation.
 - Hiring a Director of Economic Development who will be responsible for spearheading the Workforce Development Task Force and the Tourism Task Force
 - Implementing the Tourism Master Plan to enhance the economic benefits to the city that accrue from increased tourism
 - Completing the zoning changes recommended by Treasure Coast Regional Planning so that developers can have more density on the major corridors.
 - Move quickly to bring construction projects to fruition – the water treatment plant, the fire stations on Singer Island, the city hall complex, etc.
 - Identify and eliminate staff members who are not making a positive contribution to the agency. I believe there are still employees in the agency who are not performing in the best interest of the city. They need to be removed and replaced.
 - Continue to work to reduce the millage rate by eliminating wasteful spending and increasing homeownership throughout the community.
-
-

City Manager Performance Evaluation

City of Riviera Beach

Evaluation period: 6 -17 -2020 to _____

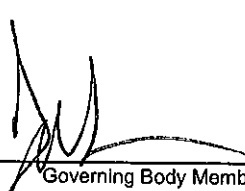
Douglas Lawson
Governing Body Member's Name

Each member of the governing body should complete this evaluation form, sign it in the space below, and return it to Deputy City Manager McBride. The deadline for submitting this performance evaluation is 6 - 1 -2021. Evaluations will be summarized and included on the agenda for discussion at the work session on 6 - 17 -2021.

Mayor's Signature

Date

**Please Submitted Completed
Evaluations to DCM McBride**



Governing Body Member's Signature

Date Submitted

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = Excellent** (almost always exceeds the performance standard)
- 4 = Above average** (generally exceeds the performance standard)
- 3 = Average** (generally meets the performance standard)
- 2 = Below average** (usually does not meet the performance standard)
- 1 = Poor** (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted. All evaluations presented prior to the deadline identified on the cover page will be summarized into a performance evaluation to be presented by the governing body to the city manager as part of the agenda for the meeting indicated on the cover page.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 4 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for executive position

Add the values from above and enter the subtotal 24 ^{us} ÷ 5 = 4.8 ^{us} score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Add the values from above and enter the subtotal 25^{avg} ÷ 5 = 5^{avg} score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 4.8 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 4.5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Add the values from above and enter the subtotal 23^{avg} ÷ 5 = 4.6^{avg} score for this category

4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of council
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 4 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Add the values from above and enter the subtotal 24^{avg} ÷ 5 = 4.8^{avg} score for this category

5. REPORTING

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 4 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Add the values from above and enter the subtotal 24^{us} ÷ 5 = 4.8^{us} score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 4 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with city services

Add the values from above and enter the subtotal 24^{us} ÷ 5 = 4.8^{us} score for this category

7. STAFFING

- 3 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 4 Stays accurately informed and appropriately concerned about employee relations
- 4 Professionally manages the compensation and benefits plan
- 3 Promotes training and development opportunities for employees at all levels of the organization

Add the values from above and enter the subtotal 18^{us} ÷ 5 = 3.6^{us} score for this category

8. SUPERVISION

- 4 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 4 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 4 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 4 Encourages teamwork, innovation, and effective problem-solving among the staff members

Add the values from above and enter the subtotal 21^{us} ÷ 5 = 4.2^{us} score for this category

9. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by council
- 4 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

Add the values from above and enter the subtotal 24^{us} ÷ 5 = 4.8^{us} score for this category

10. COMMUNITY

- 4 Shares responsibility for addressing the difficult issues facing the city
5 Avoids unnecessary controversy
3 Cooperates with neighboring communities and the county
5 Helps the council address future needs and develop adequate plans to address long term trends
4 Cooperates with other regional, state and federal government agencies

Add the values from above and enter the subtotal 21^{avg} ÷ 5 = 4.2^{avg} score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? _____

What performance area(s) would you identify as most critical for improvement? _____

What constructive suggestions or assistance can you offer the manager to enhance performance? _____

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for the new rating period? _____

RESOLUTION NO 38-19

2019 MAY 22 PM 1:58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EMPLOYMENT AGREEMENT WITH JONATHAN EVANS AS CITY MANAGER COMMENCING JULY 12, 2019; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 17, 2019 at the regular City Council meeting, the City Council agreed to offer employment to **Mr. Jonathan Evans** as City Manager for the City of Riviera Beach, Florida; and

WHEREAS, the City Council designated the City Attorney and City Council Chair to negotiate a compensatory and benefits employment contract; and

WHEREAS, the City Council offered input and changes to the compensatory and benefits employment contract at the Special City Council meeting held on April 24, 2019; and

WHEREAS, the City Council continued to offer input and changes to the compensatory and benefits employment contract at the Regular City Council meeting held on May 1, 2019; and

WHEREAS, the Employment Agreement is effective commencing July 12, 2019.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That the City Council hereby approves the Employment Agreement with Jonathan Evans as City Manager for the City of Riviera Beach, commencing July 12, 2019.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Employment Agreement on behalf of the City, said Agreement is attached hereto and made a part of this Resolution.

SECTION 3. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 8th DAY OF MAY, 2019

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

APPROVED:

Kenneth L. Felder

Kashamba Miller-Anderson
KASHAMBA MILLER-ANDERSON
CHAIRPERSON

ATTEST:

Burgess, Deputy City Clerk
CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

Julia A. Botel
JULIA A. BOTEL, Ed.D
CHAIR PRO TEM

Tradrick McCoy
TRADRICK MCCOY
COUNCILPERSON

Shirley D. Lanier
SHIRLEY D. LANIER
COUNCILPERSON

Douglas A. Lawson
DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: J. BOTEL

SECONDED BY: S. LANIER

T. MCCOY: NAY

K. MILLER-ANDERSON: AYE

S. LANIER: AYE

J. BOTEL: AYE

D. LAWSON: NAY

REVIEWED AS TO LEGAL SUFFICIENCY

Dawn S. Wynn
DAWN S. WYNN, CITY ATTORNEY

DATE: 5/13/19

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter referred to as "Agreement"), made and entered into this 8th day of MAY, 2019, by and between the **City of Riviera Beach, Florida**, a Florida municipal corporation (hereinafter referred to as "The City"), and **Jonathan Evans** (hereinafter referred to by name or as "City Manager").

WITNESSETH:

WHEREAS, the City of Riviera Beach desires to employ **Jonathan Evans** as City Manager of the City of Riviera Beach, Florida, as provided for in Article II, Section 20 of the Charter of the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach, through its City Council, desires to provide for certain benefits and compensation for the City Manager and to establish conditions of employment applicable to the City Manager; and

WHEREAS, **Jonathan Evans** desires to accept employment as City Manager of the City of Riviera Beach, Florida under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises as set forth in this Agreement, the parties agree as follows:

Section 1. Employment.

A. The City of Riviera Beach hereby hires and appoints **Jonathan Evans** as its City Manager, under the terms established herein, to perform the duties and functions specified in the City Charter and the City's Code of Ordinances and to perform such other legally permissible and proper duties and functions as the City Council shall from time to time assign.

B. The City's employment of **Jonathan Evans** as City Manager shall be effective sixty five (65) days from the date of execution of this Agreement, (Date of Employment), for an indefinite term and for no less than three (3) years, with a three (3) year option to renew upon mutual agreement of the City Council and City Manager. City Manager is guaranteed one-year salary, and fringe benefits for an entire calendar year commencing on his start date with the City of Riviera Beach, even if City Manager is terminated prior to the initial performance evaluation, as long as City Manager is not terminated for misconduct pursuant to Florida Statute, §215.425. Additionally, if the amount of salary for the remainder of that year equals or exceeds twenty (20) weeks of severance, then City Manager shall be placed in a senior management or consulting position until the anniversary of one (1) year of employment and at said anniversary, will then be entitled to twenty (20) weeks of severance. Subsequent guarantees in years (2) and year (3) will be predicated on annual performance evaluations that at minimum meets standards pursuant to an evaluation matrix mutually agreed upon by the City and City Manager as provided by the Florida City/County Management Association (FCCMA). In the event the termination is without cause, in years two (2) and three (3), the City Manager shall be placed in a consulting or

management position within the City at the City Manager's salary until the anniversary of year (2) or three (3) as applicable after which the twenty (20) weeks of severance will be paid.

C. The City Manager will participate in an employee physical, drug and criminal screening, a degree verification check, and an employment reference check.

Section 2. Salary and Evaluation.

A. Beginning on the City Manager's date of employment, the annual base rate salary will be TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000.00).

B. The City agrees to increase said base salary and/or other benefits of the City Manager in such amounts and to such an extent as the City Council may determine desirable on the basis of an annual performance evaluation of the City Manager. Such evaluation shall be in such form as the City Council deems appropriate using goals and objectives established by City Council and City Manager within sixty (60) days of the City Manager's date of employment. Said goals and objectives to be amended by the parties as necessary. An evaluation shall take place annually measuring progress toward meeting the goals and objectives.

C. On or before May 1, 2020, and thereafter annually, the City Manager shall initiate the evaluation process on such approved goals and objectives for the applicable rating period by submitting to the Council a self-appraisal of said period's performance. The appraisal shall address performance related to each of the goals and objectives agreed upon for said period's performance.

D. Nothing in this Section shall require the City to increase the base salary or other benefits of the City Manager. However, the City Manager shall be entitled to receive across the board/cost-of-living increases that may be granted to general employees from time to time. Furthermore, the City's failure to conduct the scheduled evaluation shall not constitute non-compliance with a material provision on the part of the City Manager.

Section 3. Duties and Obligations.

A. The City Manager shall have the duties, responsibilities and powers of said office under the Charter and Ordinances of the City of Riviera Beach. The City Manager agrees to perform all duties and responsibilities faithfully, industriously, and to the best of his ability in a professional and competent manner.

B. The City Manager shall remain in the exclusive employ of the City and shall devote all such time, attention, knowledge and skills necessary to diligently perform his duties under this Agreement. The City Manager may, however, engage in educational and professional activities and other employment activities upon receipt of approval by the City Council, provided that such activities shall not interfere with his primary obligation to the City as its City Manager. The City Manager may not engage in business opportunities that conflict with the interests of the City and/or his fiduciary duty as City Manager. The City Manager shall dedicate no less than an average of forty (40) hours per week in the performance of his duties hereunder. The City

Manager may engage in outside employment with higher education institutions after his third year as City Manager. This limited engagement shall in no way impede his ability to serve as City Manager.

C. In the event the City Manager shall serve on any appointed boards or elected boards of any professional organization, or serve on any committees related to his professional activities, in the event any monies are paid, or gifts received, by the City Manager related to such service, such money or property shall be paid over to or delivered to the City, unless otherwise approved by the City Council.

Section 4. Automobile Allowance and Communications Equipment.

The City Manager is required to be on call for twenty-four (24) hour service. In recognition thereof:

A. The City shall grant to the City Manager an automobile allowance of \$500 per month, and the City Manager shall purchase, maintain and insure said vehicle. The City Manager shall not seek, and is not entitled to reimbursement for vehicular travel within 150 miles of the City. The City agrees to reimburse the City Manager for mileage for travel outside of 150 miles of the City associated with business of the City pursuant to the City's normal reimbursement policy.

B. The City shall provide the City Manager with systems communication and equipment, including but not limited to a smart phone and laptop, which is for the sole purpose of performing City business.

Section 5. Dues and Subscriptions.

The City agrees to pay the City Manager's professional dues for membership in the International City/County Management Association (ICMA), and the Florida City and County Management Association (FCCMA). The City shall pay other dues and subscriptions on behalf of the City Manager as are approved in the City's annual budget (on a line item basis) or as authorized separately by the City Council.

Section 6. Professional Development and Travel.

To the extent provided for and approved in the City's adopted budget, the City agrees to pay reasonable and customary travel and subsistence expenses for the City Manager's travel to and attendance at the International City/County Management Association's (ICMA) annual conference, the Florida City and County Management Association's (FCCMA) annual conference and the Florida League of Cities, and such other national, regional, state, and local governmental groups and committees thereof which City Manager serves as a member. The City may choose to pay for the City Manager's attendance at other seminars, conferences, and committee meetings as it deems appropriate and approved by Council action.

Section 7. Community Involvement.

The City recognizes the desirability of representation in and before local civic and other organizations, and encourages the City Manager to participate in these organizations to foster a continuing awareness of the City's activities as well as the community's attitudes and ideas.

Section 8. Personal Time Off.

The City Manager shall be entitled to twenty five (25) vacation days annually which shall accrue in accordance with City policy. Any unused vacation days shall accrue to the City Manager in accordance with City policy. Upon termination of this Agreement by either party, the City Manager shall be paid for each vacation day accrued at his then current salary. Payment for said vacation days shall be made to the City Manager regardless of the manner of termination.

Section 9. Holidays.

The City Manager shall be entitled to observe the same paid legal holidays as other City employees.

Section 10. Sick Leave.

The City Manager shall be entitled to twelve (12) sick days for the first year of employment which shall accrue in accordance with City policy. Sick leave shall accrue at the rate established under standard City personnel policies. Payment for all unused sick days shall be made to the City Manager regardless of the manner of termination.

Section 11. Health, Dental, Life and Disability Insurance.

During the City Manager's employment with the City, the City agrees to pay the full premium costs of health, dental and long term disability insurance under the terms of the City's group policies for an individual/family plan, subject to any standard City applicable co-pay obligation.

The City agrees to pay for term life insurance on the Manager's life, with the City's group life underwriter, in the amount of the City Manager's base salary of TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$200,000). Said insurance shall be equivalent to such insurance generally provided to the City employees in management positions.

Section 12. Brokerage Account/Retirement.

The City agrees to pay into a brokerage account an amount equal to twelve (12%) of the City Manager's base salary adjusted annually (if any). Said funds shall be paid into the City Manager's brokerage account established by the City Manager. Such payments shall be payable in installments at the same time the salary payments are made to the City Manager. This brokerage account is in lieu of City Manager's participation in a Deferred Compensation Plan.

The City Manager is required to participate in the Florida Retirement System at the Senior Management Service Class.

Section 13. Termination by the City, Severance Pay, and *Public Hearing*.

A. Severance Paid Without Cause

Should a majority of the entire Council (three members) vote to terminate the services of the City Manager "without cause", the City Council shall provide the City Manager with sixty (60) days written notice of the termination and shall cause the City Manager to be paid any accrued and unpaid salary and benefits earned (including personal time off, holiday time and insurance) prior to the date of termination based on a forty (40) hour work week and twenty (20) weeks base salary as severance. As consideration for such payment, the City Manager shall, prior to receipt thereof, execute and deliver to the City a general release of the City and its Council members and its officers, agents, and employees for all acts and actions (whether accrued or subsequently accruing) from the beginning of time until the date of release, said release to be prepared by the City Attorney. The termination with or without cause is not conditioned upon the City Manager's acceptance of the terms and conditions of the general release.

B. With Cause

In compliance with Florida Statutes, Section 215.425, in the event the City Manager is terminated for "just cause," the City shall be obligated to pay only the City Manager's compensation, if any, earned up to the last date of employment and any earned but unused vacation leave and sick leave.

For purposes of this Agreement, "just cause" is defined and limited to any of the following:

1. Gross negligence, nonfeasance or willful malfeasance in the performance of his duties that materially harm the City.
2. Conviction or a plea of guilty or no contest to a misdemeanor involving a crime of dishonesty or moral turpitude or felony crime, whether or not adjudication is withheld.
3. Neglect of duty, including the inability or unwillingness to properly discharge the responsibilities of office.
4. Violation of any substantive City policy, rule, or regulation, which would subject any other City employee to termination.
5. The commission of any fraudulent act against the interest of the City or breach of any fiduciary duty with respect to the City.

6. The commission of any act which involves moral turpitude, or which causes the City disrepute.
7. Any other misconduct as defined in Florida Statutes, Section 443.036(29).

C. Reduction in Salary

In the event the Council, at any time during the employment term, reduces the salary or other benefits of the City Manager, as identified herein, in a greater percentage than an equivalent across-the-board reduction for all full-time City employees, or in the event the City allegedly refuses to comply with any other material provision of this Agreement benefiting the City Manager, the City Manager shall notify the Council in writing of the alleged violation. The Council shall have forty-five (45) days from such notice within which to cure the violation, otherwise, the City Manager may at his option, consider such violation as termination "without cause" as of the date of such alleged reduction or refusal, and the severance pay provision and other termination provisions contained herein shall become applicable at the annual salary and benefit level in effect prior to the reduction or refusal.

D. Public Hearing.

Should a majority of the City Council (three members) vote to terminate the services of the City Manager "with cause", then within ten (10) days following such vote, the City Manager shall notify the City Council of his desire for a public hearing. Within twenty (20) days of receiving the City Manager's request for a public hearing, the City Council must provide the City Manager an opportunity to be heard at a public meeting. Notice of the hearing must be provided to the employee and the public.

Section 14. Termination by the City Manager.

The City Manager may terminate this Agreement at any time by delivering to the City Council a written notice of termination not later than sixty (60) days prior to the effective date of the termination. If the City Manager terminates this Agreement, then the severance provisions of Section 13, Paragraph A above, shall not apply. If the City Manager voluntarily resigns pursuant to this Section, the City shall pay to the City Manager all accrued compensation due the City Manager up to the City Manager's final day of employment, including any accrued sick, vacation and personal time off. The City shall have no further financial obligation to Employee pursuant to this Agreement. This subsection shall not prevent the City Manager from collecting any money earned as a result of participation in the City's deferred compensation retirement program.

Section 15. Residency

- A. In accordance with the City Charter, Article II, section 21, the City Manager agrees to establish residency within the corporate limits of the City within 120 days of

employment and to maintain residence within the corporate limits of the City throughout the term of this Agreement.

Section 16. Disability.

If the City Manager becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four consecutive weeks beyond any accrued leave, the City shall have the option to terminate this Agreement, subject to the severance pay provision outlined in Section 13, Paragraph A of this Agreement, as offset by any disability benefits the City Manager receives from or through the City.

Where necessary, to determine whether to continue the services of the City Manager due to his disability, the City reserves the right to require a physical or psychiatric examination by a qualified physician or psychiatrist to be chosen by the City Manager from a list of at least three doctors approved by the City. In the event such an examination is required, the City will pay all costs of said examination.

Section 17. Indemnification.

A. The City agrees, pursuant to Section 111.07, Florida Statutes to defend, save harmless, and indemnify the City Manager against any action for any injury or damage suffered as a result of any act, event, or omission of action that the City Manager reasonably believes to be in the scope of his duties or function, unless he acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The City shall not be liable for the acts or omissions of the City Manager committed while acting outside the course and scope of his agreed duties or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. In such instance, the City Manager shall reimburse the City for any legal fees and expenses the City has incurred or otherwise paid, for or on his behalf, in connection with the charged conduct.

B. Said indemnification shall extend beyond the termination of employment and the expiration of this Agreement to provide protection for any such acts undertaken or committed in his capacity as City Manager, regardless of whether the notice of claim or filing of a lawsuit occurs during or following employment with the City.

Section 18. Bonding.

The City agrees to bear the full cost of any fidelity or other bonds required of the City Manager under any policy, regulation, ordinance or law.

Section 19. Code of Ethics.

Inasmuch as the City Manager is an active full member of the International City/County Management Association (ICMA), the "Code of Ethics" promulgated by ICMA is incorporated herein, and by this reference made a part hereof. Said "Code of Ethics" shall furnish principles to govern the City Manager's conduct and actions as City Manager of the City.

Section 20. Attorney's Fees.

If any litigation is commenced between the parties concerning any provision of this Agreement or the rights and duties of any person in relation thereto, each party agrees to bear its own attorney's fees and costs up to and including trial and appellate proceedings. However, if any litigation is commenced with respect to the Amendment of the Settlement Agreement and General Release executed in Case No. 9:18-CV-80687, the City will pay the City Manager's attorney's fees and costs up to and including trial and appellate proceedings.

Section 21. Release of Liability.

City Manager recognizes that a threat of litigation has been made pursuant to the Amendment of the Settlement Agreement and General Release referenced herein. City Manager agrees to release and hold harmless the City from and against all claims, liability, expenses, loss, cost, damages or causes of action of every kind or character arising out of said hiring and/or any litigation to enjoin or enforce the original Settlement Agreement and General Release.

Section 22. Relocation Expenses.

Upon execution of this Agreement by all parties, the City agrees to make a one time, lump sum payment of up to \$10,000.00 for the purpose of relocating to the City. Should the City Manager be terminated, either voluntarily or involuntarily, from his position as City Manager prior to one year from the date of this Agreement, the City Manager shall be required to reimburse the City up to \$10,000.00, within thirty (30) days of said termination. Said repayment shall be pro-rated per month.

Section 23. Consultant Costs.

The City Manager agrees to consult with and provide consultant services to the Interim City Manager prior to the effective date of this Agreement. In consideration, the City agrees to reimburse the City Manager for travel related expenses associated with consulting services as the rate established by Florida Statute 112.061, and consistent with City policies, as approved by the Interim City Manager.

Section 24. General Terms and Conditions.

A. If any provision, or any portion thereof, contained in this Agreement is held by a court of competent jurisdiction to be unconstitutional, illegal, invalid or unenforceable, the

remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

B. The waiver by either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach by that party.

C. This Agreement shall be binding upon and inure to the benefit of the heirs at law or personal representative of City Manager.

D. This Agreement contains the entire Agreement of the parties. It may not be changed verbally, but only by an Agreement in writing signed by the parties.

E. Florida law shall govern this Agreement and any litigation that may arise from this Agreement, shall be filed and litigated in Palm Beach County, Florida.

F. Upon City Manager's death, the City's obligations under this Agreement shall terminate except for the following and the City agrees to:

1. Transfer of ownership of retirement funds, if any, to the City Manager's designated beneficiaries;
2. Payment of accrued leave balances in accordance with this Agreement;
3. Payment of outstanding hospitalization, medical and dental bills in accordance with the City's insurance policies or plans; and
4. Payment of all life insurance benefits in accordance with the City's insurance policies or plans.

G. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement and, accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.


H. This Agreement may be executed in duplicate or counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument. No term, condition or covenant of this Agreement shall be binding on either party until both parties have signed it.

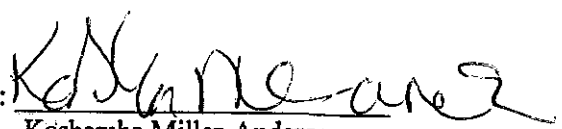
I. The effective date of this Agreement shall be the last date it is executed by either of the parties to this Agreement.

J. The parties agree that Section 2(A), 8 and 12 may be reopened for further discussion and negotiation after the first year of the Agreement.

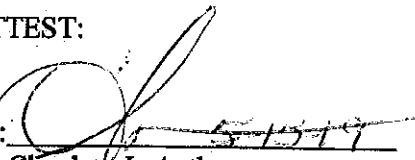
IN WITNESS WHEREOF, the parties have caused this Employment Agreement to be made and entered into the day and year first written above.

CITY OF RIVIERA BEACH, FLORIDA

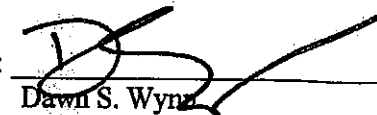
By: 
Ronnie Felder
Mayor

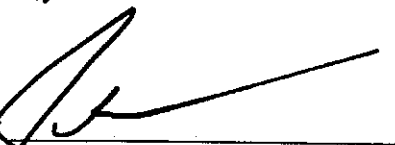
By: 
Kashamba Miller-Anderson
Chairperson

ATTEST:

By: 
Claudene L. Anthony
City Clerk

As to form and legal sufficiency:

By: 
Dawn S. Wynn
City Attorney

By: 
Jonathan Evans
City Manager