

# **POLK CITY**

## **Special City Commission Meeting**

November 16, 2017

Polk City Government Center  
123 Broadway Blvd., SE

7:00 P.M.

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**CALL TO ORDER** – Mayor Joe LaCascia

**INVOCATION** – Pastor Walter Lawlor, New Life Community Church

**PLEDGE OF ALLEGIANCE** – Mayor Joe LaCascia

**ROLL CALL** – Assistant to the City Manager Sheandolen Dunn

### **AGENDA**

1. Planning Advisory Services Agreement with Central Florida Regional Planning Council

### **CITY MANAGER ITEMS**

### **CITY ATTORNEY ITEMS**

### **COMMISSIONER ITEMS**

Vice Mayor Harris  
Commissioner Blethen  
Commissioner Carroll  
Commissioner Kimsey  
Mayor LaCascia

### **ANNOUNCEMENTS**

### **ADJOURNMENT**

Please note: Pursuant to Section 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered during this meeting, he or she will 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 American with Disabilities Act, a person with disabilities needing any special accommodations to participate in city meetings should contact the Office of the City Clerk, Polk City Government Center, 123 Broadway, Polk City, Florida 33868 Telephone (863) 984-1375. The City of Polk City may take action on any matter during this meeting, including items that are not set forth within this agenda.

Minutes of the City Commission meetings may be obtained from the City Clerk's office. The minutes are recorded, but are not transcribed verbatim. Persons requiring a verbatim transcript may arrange with the City Clerk to duplicate the recordings, or arrange to have a court reporter present at the meeting. The cost of duplication and/or court reporter will be at the expense of the requesting party.



# Polk City City Commission Agenda Form

Meeting Date: November 16, 2017

Item: 1

<b>Subject:</b>	
Planning Advisory Services Agreement with Central Florida Regional Planning Council	
<b>Department:</b>	
Executive	
<b>Summary:</b>	
Polk City contracts with CFRPC for services to assist the City in complying with the requirements of growth management laws, provide technical assistance to the Planning Commission, assists with zoning matters, Comp Plan, and assist City staff on the evaluation and processing of land development proposals, etc. This agreement also includes website updates. Staff recommends approval of agreement for planning advisory services.	
<b>Requested Commission Action:</b>	
Move to approve Planning Advisory Services Agreement with Central Florida Regional Planning Council.	
<b>Financial Impact:</b> \$22,500 annually (budgeted)	
Attachments:           X	Supporting Documents Reviewed           X
Submitting Department Head:	Date:
Patricia R. Jackson	11/13/2017
Approved by City Manager:	Date:
Patricia R. Jackson	11/13/2017
City Commission Action: <input type="checkbox"/> Approved as Recommended	
<input type="checkbox"/> Approved with Modifications	
<input type="checkbox"/> Tabled to Time Certain    Date: _____	
<input type="checkbox"/> Denied	



October 11, 2017

Ms. Patricia Jackson, City Manager  
City of Polk City  
123 Broadway Blvd. SE  
Polk City, FL 33868  
[Patricia.Jackson@mypolkcity.org](mailto:Patricia.Jackson@mypolkcity.org)

**Via Email and Mail**

**RE: CFRPC Planning Advisory Services Contract**

Dear Ms. Jackson:

Enclosed please find a Planning Advisory Services (PAS) Contract for the CFRPC to provide professional planning services to the City of Polk City for the 2017-2018 Fiscal Year. This contract is consistent with our summer 2017, funding request of \$20,000 to provide PAS and \$2,500 to provide website updates.

- The PAS Contract includes continued professional planning services to the City as indicated in Attachment A, Scope of Work of the contract including but not limited to:
  - Assistance with comprehensive plan amendments, rezonings, and large project review, subdivision review;
  - Minor revisions to the Land Development Regulations;
  - Comprehensive mapping services;
  - Update to the Capital Improvements Element and Plan; and
  - Website Updates.

Please contact me if you have any questions or concerns regarding the enclosed contract. In order for the CFRPC to provide these services in the new fiscal year, we request that the City execute these contracts by November 1, 2017.

Please sign two copies of the enclosed contract and return them to the CFRPC to my attention. We will return one original to your attention following signature of the CFRPC officials.

We greatly appreciate the opportunity to be of service to the City of Polk City.

Sincerely,

Jennifer Codo-Salisbury, MPA, AICP  
Planning and Administrative Director

Attachment: Planning Advisory Services (PAS) Contract



**PLANNING ADVISORY SERVICES AGREEMENT**

**with**

**POLK CITY**

**THIS AGREEMENT** is made and entered into this 16th day of November, 2017, by and between the **Central Florida Regional Planning Council** (hereinafter referred to as the "COUNCIL") and **Polk City** (hereinafter referred to as the "CITY").

**BACKGROUND**

- A. The CITY desires to engage the COUNCIL to provide professional planning services to assist the CITY in complying with the requirements of growth management laws; to provide technical assistance to the Planning and Zoning Board, elected officials, and CITY staff members on the evaluation and processing of land development proposals; and to maintain the Comprehensive Plan, Future Land Use Map, Unified Land Development Code, and Official Zoning Map; all of which is detailed in Attachment A, I-III – Scope of Work, and is a part of this Agreement.
- B. The CITY desires to engage the COUNCIL to update the Capital Improvements Element (CIE) to the Comprehensive Plan as detailed in Attachment A, IV – Scope of Work, and is a part of this Agreement.
- C. The CITY desires to engage the COUNCIL to assist in the preparation of grants as detailed in Attachment A, V – Scope of Work, and is a part of this Agreement.
- D. The COUNCIL shall provide updates to the CITY website as detailed in Attachment A, VI – Scope of Work and is part of this Agreement.
- E. The COUNCIL desires to provide such professional services in accordance with this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the parties hereto do mutually agree as follows:

**I. GENERAL**

The CITY engages the COUNCIL to assist the CITY in fulfilling the requirements of Chapter 163, Florida Statutes and all relevant amendments to these statutes, and any other pertinent state law or rule related to Growth Management; and the COUNCIL shall provide the professional services required under this Agreement with the CITY

## II. SCOPE OF WORK

The COUNCIL shall perform, in a satisfactory and proper manner, the work and services detailed in Attachment A - Scope of Work, and shall satisfy all requirements of the guidelines specified therein.

## III. COMPENSATION

This is a fixed fee agreement. The fixed fee for General Planning Services (I-III in Attachment A), the Specialized Planning Service to prepare the Capital Improvement Element Update (IV in Attachment A), and to provide assistance in grant application preparation (V in Attachment A) is **\$20,000 (twenty thousand dollars)** and Website Services for website updates (VI-VII in Website Services, Attachment A) is **\$2,500 (two thousand five hundred dollars)**. As consideration for performance of all work rendered under this Agreement, the CITY agrees to pay a fixed fee for Generalized and Specialized Planning Services and Website Services of **\$22,500 (twenty-two thousand five hundred dollars)** to be paid in four (4) payments, beginning November 1, 2017 with a final payment due July 1, 2018. Payment shall be made upon receipt of an acceptable completed invoice from the COUNCIL, which shall be presented to the CITY. Payments will be due as follows:

November 1, 2017	\$5,625.00
January 1, 2018	\$5,625.00
April 1, 2018	\$5,625.00
July 1, 2018	\$5,625.00

All fees and payments for additional Scope of Work, if required, shall be negotiated.

## IV. PERIOD OF AGREEMENT

The services of the COUNCIL are to commence upon execution of this agreement.

## V. MODIFICATION OF AGREEMENT

- A. Either party may request changes in the services or Scope of Work to be performed by the COUNCIL pursuant to this Agreement, including adjustments in the funds provided under the Agreement if necessary and appropriate. Such changes mutually agreed upon by and between the CITY and the COUNCIL shall be incorporated in written amendments to this Agreement signed by both parties.

- B. Any extensions of the Agreement shall be mutually agreed upon by and between the CITY and the COUNCIL and shall be incorporated in written amendments to this Agreement signed by both parties.

## **VI. TERMINATION**

- A. This Agreement may be terminated by the written mutual consent of the parties.
- B. Either party may terminate this Agreement upon written notice of thirty (30) days. Written notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.
- C. In the event the Agreement is terminated, the COUNCIL shall be reimbursed in the amount commensurate with the work satisfactorily accomplished on the effective date of termination.

## **VII. COMPLIANCE WITH LAWS**

The COUNCIL warrants, represents, and agrees that it will comply with all federal, state, and local laws, rules, and regulations applicable to the fulfillment of the requirements of this Agreement.

## **VIII. PERSONNEL**

- A. The COUNCIL represents that it has, or will secure at its own expense, personnel necessary to perform the services under this Agreement.
- B. The COUNCIL shall continuously staff the project with personnel as deemed necessary by the COUNCIL to fulfill its obligations under this Agreement. Qualified persons may be added, deleted, or substituted at any time during the period of this Agreement, as the COUNCIL may deem necessary or appropriate.

## **IX. DATA TO BE FURNISHED TO COUNCIL**

Upon reasonable request of the COUNCIL, the CITY shall provide to the COUNCIL, at no cost, all information, data reports, records, and maps in its possession, or which become available to it, that are necessary for the execution of work of the COUNCIL under this Agreement.

**X. RIGHT TO WORK PRODUCTS**

Copies of all work products shall become the property of the CITY.

**XI. ASSIGNMENT**

This Agreement shall not be assignable.

**XII. TERMS AND CONDITIONS**

This Agreement and attachments incorporated by reference constitute all the terms and conditions agreed upon by the parties.

**IN WITNESS WHEREOF**, the CITY and the COUNCIL have caused this Agreement to be executed by their undersigned officials as duly authorized.

**POLK CITY**

**CENTRAL FLORIDA REGIONAL  
PLANNING COUNCIL**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Patricia M. Steed, Executive Director

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**Approved as to legal form and sufficiency:**

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Council Attorney

**Polk City  
SCOPE OF WORK FOR FY 2017-2018**

**GENERAL PLANNING SERVICES**

**I. GROWTH MANAGEMENT ADMINISTRATION**

- A. The COUNCIL shall advise and assist the CITY in the preparation of small scale and large scale Comprehensive Plan amendments made necessary by annexations, citizen requests, State statute changes, and CITY initiated requests.
- B. The COUNCIL shall provide technical assistance to the elected officials, Planning and Zoning Board and CITY staff members on the evaluation and processing of land development proposals (i.e., comprehensive plan amendments, zoning applications, subdivision plats, site plans, etc.).
- C. The COUNCIL shall provide technical assistance on occasional and minor revisions to the Land Development Regulations.
- D. The COUNCIL shall coordinate training sessions on State Statute and rule changes that effect the CITY'S compliance with Chapter 163, F.S., as necessary and requested.

**II. ROUTINE MAPPING (ON GIS BASE MAP)**

- A. The COUNCIL shall prepare updates to the Map Series for the Comprehensive Plan made necessary by annexations, land use changes and text amendments.
- B. The COUNCIL shall prepare updates to the Official Zoning Map made necessary by annexations, requests for re-zonings and Comprehensive Plan amendments.

**III. LARGE SCALE PLAN REVIEW**

The COUNCIL shall advise and assist the CITY on matters concerning the review of proposed large scale development projects on such subjects as, (a) the contents of proposed plans, (b) the processes for development review, (c) the integration of the development and its infrastructure plans into the CITY'S Comprehensive Plan, (d) coordination of review and (e) consistency with the Land Development Regulations and Comprehensive Plan.



## **SPECIALIZED PLANNING SERVICES**

### **IV. CAPITAL IMPROVEMENTS ELEMENT (CIE)**

The COUNCIL will coordinate the tasks below in order to update the Capital Improvements Element of the Comprehensive Plan.

- A. Prepare an updated Capital Improvements Element and five-year schedule.
- B. Prepare a sample ordinance to be used for adoption of the Capital Improvements Element.

The COUNCIL will work with the CITY to obtain all necessary information in updating the Capital Improvements Element of the Comprehensive Plan, and attend public hearings related to the adoption of the Capital Improvements Element, as requested by the CITY.

### **V. GRANTS: ASSISTANCE**

The COUNCIL shall assist the CITY in the preparation and submittal of up to two grant applications as part of this contract. Should the applications need to be revised in order to be resubmitted to another funding source, the COUNCIL will provide any necessary revisions for a period of up to one year under the terms of this agreement. Typical grants are those that fund planning studies, transportation improvements, and recreation or other public amenities.

## **WEBSITE SERVICES**

### **VI. WEBSITE REVISIONS AND ADDITIONS**

The COUNCIL shall provide any requested revisions and additions to the City website. This includes minor design changes and added functionality as well as content changes and maintenance, such as text and pictures. Any needed troubleshooting shall also be provided.

### **VII. CITY STAFF TRAINING ON WORDPRESS**

If needed, the COUNCIL shall provide training for CITY staff for up to four (4) hours on the operation of WordPress. This will provide CITY staff the ability to update content such as text and pictures and make minor changes to the website.