

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GREEN COVE SPRINGS AND**

THIS AGREEMENT is awarded and entered into this _____ day of _____, **2023** between the CITY of Green Cove Springs, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "CITY" and Inspire Placemaking Collective, Inc., 4767 New Broad Street, Orlando, FL 32814, a Florida Corporation, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, the CITY desires to obtain the professional services of said CONTRACTOR to provide and perform services as further described hereinafter as Form Based Code Preparation Services and

WHEREAS, the CONTRACTOR hereby certifies that they have been granted and possesses all necessary, valid, current licenses/certifications to do business in the State of Florida and in the CITY of Green Cove Springs, Florida, issued by the respective State Boards and Government Agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement; and

WHEREAS, the CONTRACTOR has reviewed the professional services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such professional services in accordance with the provisions, conditions and terms hereinafter set forth; and

WHEREAS, all parties hereto agree with all terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree that with the mutual acceptance of this Agreement as indicated hereinafter by the execution of this Agreement by both parties that a Contract shall exist between both parties consisting of:

ARTICLE 1.00 - DEFINITIONS

The following are definitions for the terms associated with this Agreement and are provided to establish a common understanding, between the parties, regarding the intended usage, application, and interpretation of same.

1.01 **AGREEMENT** - As it relates to the requirement of the work contemplated herein, this Agreement shall include **Exhibit A** and any documentation by reference, and shall constitute the entire agreement or understandings, written or oral, relating to the matters set forth herein. Any prior Agreements entered into by the parties hereto, for other services shall not be affected by this Agreement nor shall they have any affect, whatsoever, on this agreement.

1.02 **AMENDMENTS** - Any additions, modifications or alterations made to this agreement. All amendments shall be made in accordance with Article 23.00.

1.03 **"CONTRACTOR"** the individual or firm offering professional services, who has executed this Agreement, and who is legally obligated, responsible, and liable for providing and performing any and all services as required under the covenants, terms and provisions contained herein and any and all Amendments hereto. Any reference hereinafter made to the CONTRACTOR shall also include any employees of the CONTRACTOR, and any SUB-CONTRACTORS or employees thereof, who are engaged by the CONTRACTOR for the purpose of performing professional services pursuant to this Agreement.

1.04 **"CITY"** a political subdivision of the State of Florida, and any official and/or employees thereof, who shall be duly authorized to act on the CITY'S behalf, relative to this Agreement.

1.05 **"PARTIES"** CITY and the CONTRACTOR as defined hereinabove.

1.06 **"PROFESSIONAL SERVICES"** all services, work, materials and other professional, technical and administrative activities as set forth in **Exhibit A**, which are necessary to be provided and performed by the CONTRACTOR and its employees, and any and all sub-consultants and sub-CONTRACTORS the CONTRACTOR may engage to provide, perform and complete the services required pursuant to the covenants, terms and provisions contained herein.

1.07 **"PROJECT MANAGER"** the CITY's Development Services Director or designee. The PROJECT MANAGER shall be responsible for acting on behalf of the CITY to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements as set forth in this Agreement, or any AMENDMENT(S) hereto. The PROJECT MANAGER shall also serve and act on behalf of the CITY, to provide direct contact and communication between the CITY and the CONTRACTOR, providing information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the CONTRACTOR, pursuant to this agreement, and any Amendment(s) hereto. The PROJECT MANAGER shall also review and approve any and all requests, submitted by the CONTRACTOR, for payment of services performed, pursuant to this Agreement.

1.08 **"SUB-CONTRACTOR"** any individual or firm who offers professional services to the CONTRACTOR, to assist providing and performing the professional services, work and materials for which the CONTRACTOR is contractually obligated, responsible and liable to provide and perform under this Agreement. The CITY shall not be a party to, held responsible or liable for, or assume any obligation whatsoever for any provision under any Agreement entered by the CONTRACTOR and any and all SUB-CONTRACTORS.

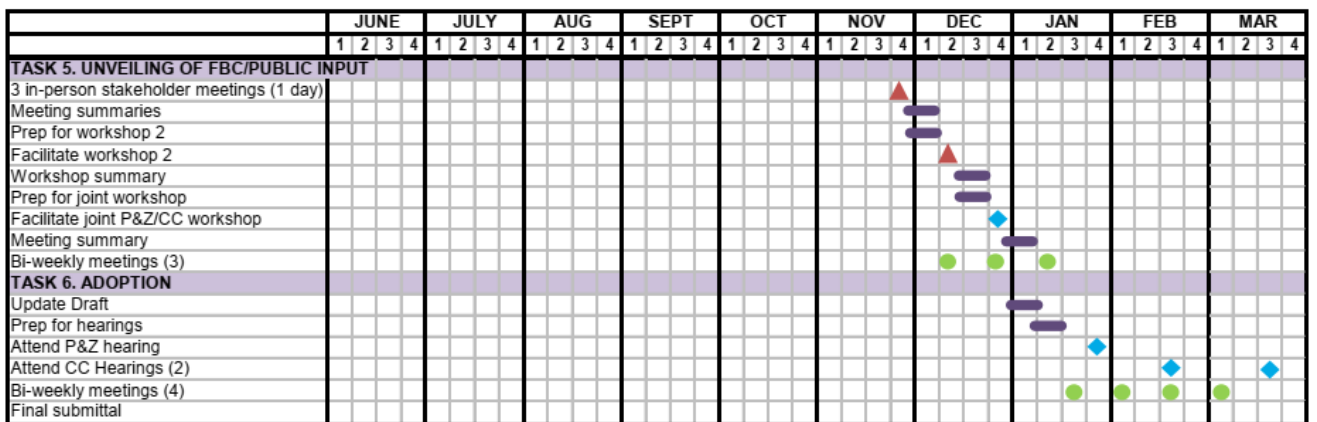
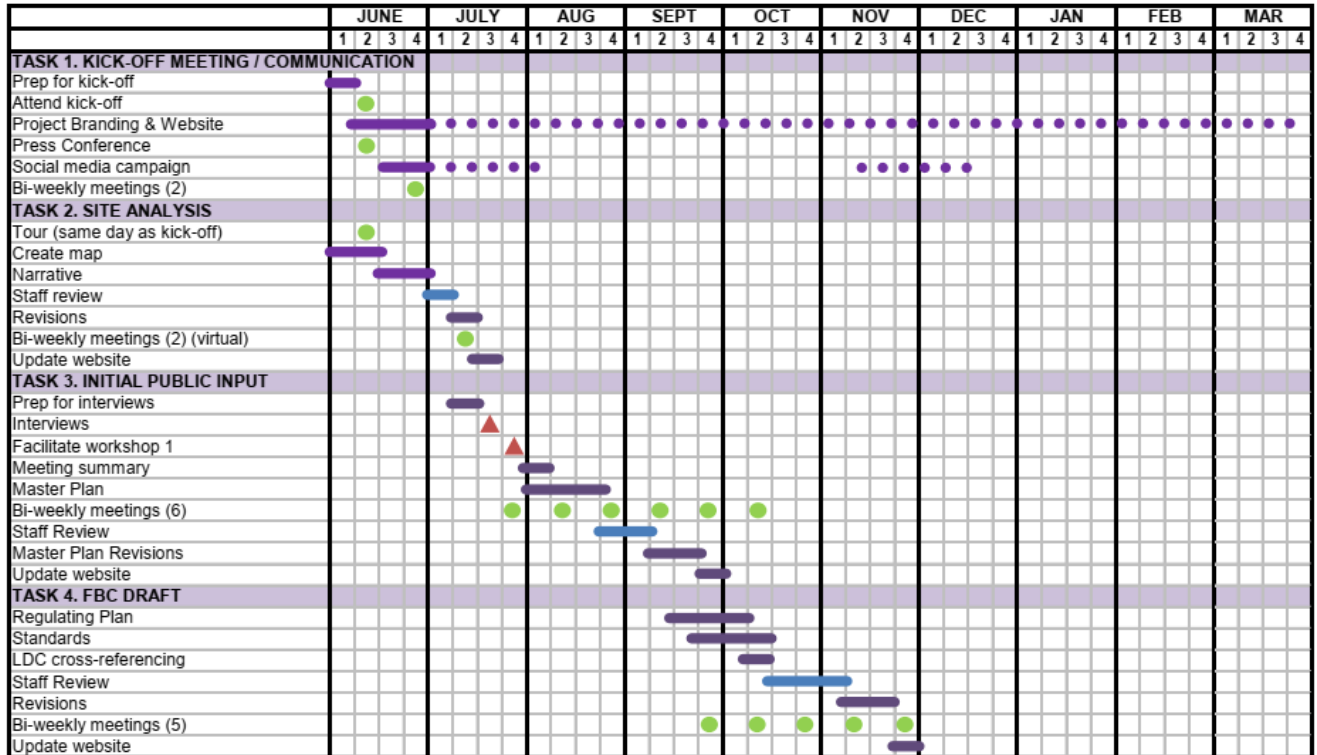
1.09 **ADDITIONAL DEFINITIONS - RESERVED**

ARTICLE 2.00 - SCOPE OF PROFESSIONAL SERVICES

The CONTRACTOR agrees to provide to the CITY the services identified in **Exhibit A** under the price schedule contained therein and under the established timeline below:

Project Timeline

GREEN COVE SPRINGS FORM-BASED CODE



■ Production
 ■ Staff Review
 ● Meetings with Staff
 ▲ Meetings with the public
 ◆ Planning & Zoning Board/City Council

ARTICLE 3.00 - TERM

The Agreement Term shall commence upon execution of this agreement and shall end on December 31, 2024.

ARTICLE 4.00 FUNDING

This Agreement or any amendments hereto shall be subject to annual funding availability within the City's budget.

ARTICLE 5.00 - OBLIGATIONS OF THE Contractor

The obligations of the CONTRACTOR, with respect to the services provided herein, shall include, but not be limited to, the following:

5.01 LICENSES

The CONTRACTOR agrees to obtain and maintain, throughout the term of this Agreement, and any extensions hereof, all licenses/certifications as required to do business in the State of Florida and the CITY of Green Cove Springs, including, but not limited to, licenses required by any State Boards, or other governmental agencies, responsible for regulating and licensing the professional services provided and performed by the CONTRACTOR pursuant to this Agreement.

5.02 PERSONNEL

- (1) Qualified Personnel - The CONTRACTOR agrees to employ and/or retain only qualified personnel where, under Florida law, requires a license, certificate of authorization, or other form of legal entitlement, to practice such services.
- (2) CONTRACTOR's Project Manager - The CONTRACTOR agrees to employ and designate, a qualified professional to serve as its Project Manager. The CONTRACTOR's Project Manager shall be authorized to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the professional services to be provided and performed, pursuant to this Agreement, and/or any Amendment(s) hereto. The CONTRACTOR'S Project Manager shall have full authority to bind and obligate the CONTRACTOR on any matter arising under this Agreement or any Amendment(s) hereto, except upon express written agreement of the CITY. The CONTRACTOR agrees that its Project Manager shall devote whatever time is required to satisfactorily manage the professional services performed by the CONTRACTOR, throughout the entire term of this Agreement and any extension hereof. The person or individual selected, by the CONTRACTOR, to serve as its Project Manager is subject to prior approval and acceptance of the CITY.
- (3) Sub-CONTRACTORS – If the CONTRACTOR utilizes SUBCONTRACTORS to assist in providing and performing the professional services, CONTRACTOR will solicit and consider Minority-Owned Businesses.

5.03 STANDARDS OF PROFESSIONAL SERVICE

The CONTRACTOR agrees to provide and perform the professional services set forth in this Agreement, or any Amendments hereto, in accordance with generally accepted standards of professional practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and policies, of any governmental agencies which may regulate, or have jurisdiction over the professional services to be provided and/or performed by the CONTRACTOR, pursuant to this Agreement.

5.04 INDEMNIFICATION

- (1) The CONTRACTOR shall be, liable for any and all damages, losses, and expenses incurred by the CITY caused by the errors, omissions, negligence, or delay(s) of the CONTRACTOR or by any sub-consultant(s) and/or SUBCONTRACTOR(s) engaged by the CONTRACTOR in providing, performing and furnishing services, work and materials pursuant to this Agreement.
- (2) The CONTRACTOR shall be liable and agrees to be liable for and shall indemnify, defend and hold the CITY harmless for any and all claims, suits, judgments or damages, losses and

expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the CONTRACTOR'S errors, omissions, negligence, or delay(s), or those of any and all sub-consultants and/or SUBCONTRACTORS engaged by the CONTRACTOR during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Amendments thereto.

5.05 NOT TO DIVULGE CERTAIN INFORMATION

During the term of this Agreement and forever thereafter and except for the provisions of paragraphs 17 and 18 below, the CONTRACTOR agrees not to divulge, furnish or make available, to any third party, without the express written permission of the CITY, any non-public information, where such information has not been properly subpoenaed, concerning the services rendered by the CONTRACTOR.

ARTICLE 6.00 - OBLIGATIONS OF THE CITY

6.01 AVAILABILITY OF CITY INFORMATION

At the CONTRACTOR'S request to the PROJECT MANAGER, the CITY agrees to make available all pertinent information, known by the CITY to be available, to assist the CONTRACTOR in providing and performing the professional services required herein. Such information may include, but not be limited to, customer billing information, consumption records, other related data. The CONTRACTOR shall be entitled to reasonably rely on the accuracy and completeness of such information.

6.02 AVAILABILITY OF CITY'S DESIGNATED REPRESENTATIVES

The CITY agrees that the PROJECT MANAGER shall be available within a reasonable period, with reasonable prior notice, given by the CONTRACTOR, to meet and/or consult with the CONTRACTOR on matters pertaining to the professional services to be provided hereunder. The CITY further agrees that the PROJECT MANAGER shall respond, within a reasonable period, to written requests submitted by the CONTRACTOR.

ARTICLE 7.00 - COMPENSATION AND METHOD OF PAYMENT

7.01 COMPENSATION AND METHOD OF PAYMENT

For the professional services performed by the CONTRACTOR, pursuant to this agreement, the CITY hereby agrees to pay the CONTRACTOR per the pricing schedule shown in **Exhibit A**. The Contractor shall be allowed one approved draw per month during the term of the contract. Payments are net 30 per State quick pay rules.

7.02 PAYMENT WHEN SERVICES ARE TERMINATED

(1) In the event of termination of this Agreement by the CITY and not due to the fault of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services performed prior to the effective date of termination; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement.

(2) In the event of termination of this Agreement, due to the fault of the CONTRACTOR or at the written request of the CONTRACTOR, the CITY shall compensate the CONTRACTOR for: (1) all services completed prior to the effective date of termination, which have resulted in a usable product or otherwise tangible benefit to the CITY; and (2) shall pay the costs of such as set forth in Section 7.01 of this agreement. Any such payments shall be subject to a set-off, for any damages incurred by the CITY, resulting from delays occasioned by the termination.

7.03 PAYMENT WHEN SERVICES ARE SUSPENDED

In the event the CITY suspends the professional services required to be performed, by the CONTRACTOR, pursuant to this Agreement, the CITY shall compensate the CONTRACTOR for all services performed prior to the effective date of suspension and shall pay the costs thereto as set forth in Section 7.01 of this agreement.

ARTICLE 8.00 - TIME AND SCHEDULE OF PERFORMANCE

8.01 TIMELY ACCOMPLISHMENT OF SERVICES

The timely and expeditious completion, by the CONTRACTOR, of all professional services provided under this Agreement, or any Amendments hereto is expected. The CONTRACTOR agrees to employ an adequate number of personnel throughout the period of this Agreement, and any extension hereof, so that all professional services to be provided, pursuant to this Agreement, or any Amendments hereto will be provided, performed and completed in a timely and expeditious manner. Time of completion agreed to for this project is March 31, 2024.

Should the CONTRACTOR not be able to complete the services for a project in accordance with the Scope of Services and Schedule agreed to in **Exhibit A**, the CONTRACTOR shall provide the PROJECT MANAGER a revised schedule and narrative indicating the reasons for the delay within a reasonable period of time prior to the expiration date of the original schedule. The PROJECT MANAGER shall review this information and either approve the revised schedule as submitted or provide a written response indicating the deficiencies in the schedule. Once the revised schedule has been approved by the PROJECT MANAGER, it shall then become the schedule for the project. Requests for changes to **Exhibit A** that are denied by the PROJECT MANAGER shall be further reviewed as proposed contract Amendments pursuant to Article 23.00.

8.02 FAILURE TO PERFORM IN A TIMELY MANNER

Should the CONTRACTOR fail to commence, provide, and/or perform any of the professional services required, pursuant to this Agreement, in a timely, continuous, diligent, professional and expeditious manner, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 9.00 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further agrees that no person having any such conflict of interest shall be employed or engaged by the CONTRACTOR for performance hereunder.

If the CONTRACTOR, for itself and on behalf of its SUBCONTRACTORS, is about to engage in the representation of another client, who it in good faith believes could result in a conflict of interest with the services being rendered pursuant to this Agreement, then the CONTRACTOR shall promptly bring such potential conflict of interest to the CITY'S attention in writing. The CITY will decide in a timely manner. Upon determination that there is a conflict of interest, the CITY will submit written notice of same to the CONTRACTOR and the CONTRACTOR shall decline the new representation. If the CITY determines that there is not any such conflict, then the CITY shall give its written consent to such representation. If CONTRACTOR accepts such a representation without obtaining the CITY'S prior written consent, and if the CITY subsequently determines that there is a conflict of interest, the CONTRACTOR agrees to promptly terminate such new representation. CONTRACTOR shall require each sub-CONTRACTOR to comply with the provisions of this Section. Should the CONTRACTOR fail to advise or notify the CITY, as provided herein above, of representation, which may, or does, result in a conflict of interest, or should the CONTRACTOR fail to discontinue such representation where a conflict is determined to exist, the CITY may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 10.00 - ASSIGNMENT/TRANSFER

Any assignments or transfer of rights, benefits or obligations hereunder shall only be allowed if approved as an amendment pursuant to Article 23.00.

ARTICLE 11.00 - APPLICABLE LAW/VENUE

This Agreement shall be governed by the ordinances of the CITY of Green Cove Springs, the laws, rules, and regulations of the State of Florida, procedural and substantive, and applicable federal statutes, rules and regulations. The venue for any and all litigation, arising under this Agreement, shall lie in Clay County, Florida.

ARTICLE 12.00 - WAIVER OF BREACH

Waiver by the CITY, of a breach of any provision of this Agreement, by the CONTRACTOR, shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

12.01 JURY TRIAL WAIVER

Each Party waives the right to trial by jury on any issues or suits arising hereunder.

ARTICLE 13.00 - INSURANCE COVERAGES

13.01 GENERAL REQUIREMENTS

The CONTRACTOR shall purchase and maintain such insurance meeting the requirements of the CITY of Green Cove Springs and as will protect it from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by themselves or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts may be liable:

Claims under workmen's compensation, disability benefit and other similar employee benefit acts.

Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.

Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.

Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR or (2) by any other person; and

Claims for damages because of injury to or destruction to tangible property, including loss of use resulting there from.

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified.

CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Upon award, the bidder shall

provide a certificate of insurance providing at least thirty (30) calendar days guaranteed written notice of cancellation and the CITY listed as an additionally insured with the following minimums:

Workmen's Comprehensive: meeting State Statutes
Product Liability: \$ 100,000 single/\$ 500,000 aggregate
General Liability: \$ 100,000 single/\$ 500,000 aggregate
Commercial General Liability: \$ 1,000,000 combined single limit
Automobile Liability: \$ 500,000 combined single limit
Owned
Hired
Non-owned
Current Form/Comprehensive Form
Premises Operations
Explosion and Collapse Hazard
Underground Hazard
Products/Completed Operations Hazard
Contractual Insurance
Broad Form Property Damage
Independent CONTRACTORS

The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the CITY, the CONTRACTOR, and SUBCONTRACTORS as their may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENT to fully complete the PROJECT.

The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provision, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

Insurance for WORK to be performed. Unless specifically authorized by the CITY, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious, mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the CITY. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the CITY.

The CITY shall be specifically included as an additional insured. This does not pertain to workers compensation.

All certificates of insurance must be on file with, and approved by, the CITY before the commencement of any work activities.

ARTICLE 14.00 - DUTIES AND OBLIGATIONS IMPOSED ON THE CONTRACTOR

The duties and obligations imposed on the CONTRACTOR, and the rights and remedies available hereunder shall be in addition to, and not a limitation on, any such duties and obligations or rights and remedies otherwise imposed or available by law or statute.

ARTICLE 15.00 - REPRESENTATION OF THE CITY

The CONTRACTOR, in performing the professional services required pursuant to this Agreement, or any Amendments hereto, shall only represent the CITY in the manner, and to the extent, as specifically set forth in this Agreement or any Amendments hereto.

The CITY will neither assume nor accept any obligation, commitment, responsibility or liability, which may result from a representation by the CONTRACTOR, which is not specifically provided for and or authorized by this agreement or any Amendments hereto.

ARTICLE 16.00 - MAINTENANCE OF RECORDS

The CONTRACTOR shall maintain adequate records and supporting documentation, applicable to all services, work, information, expenses, costs, invoices and materials, provided and performed, pursuant to the requirements of this Agreement. Said records and documentation shall be retained by the CONTRACTOR for a minimum of five (5) years from the date of natural expiration or termination of this Agreement.

The CITY and its authorized agents shall, after providing reasonable notice, have the right to audit, inspect and copy all such records and documentation, as often as the CITY deems necessary during the term of this Agreement, and during the five (5), year period thereafter, as required above, provided that such activity is conducted during normal business hours and at the expense of the CITY.

ARTICLE 17.00 - RESERVED

ARTICLE 18.00 – PUBLIC RECORDS REQUIREMENTS

Notwithstanding any provision in this agreement to the contrary, the following public records requirements shall apply:

The CONTRACTOR, or provider of services hereunder, shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the CONTRACTOR in conjunction with this Contract. Specifically, the CONTRACTOR must:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being performed by the CONTRACTOR.
- (2) Provide the public with access to 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.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer at no cost to the CITY for all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records 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.
The City's point of contact for all Public Records requests is Erin West, City Clerk,
ewest@greencovesprings.com.

The CONTRACTOR shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the CONTRACTOR and shall promptly provide the CITY a copy of the CONTRACTOR's response to each such request. Failure to grant such public access will be grounds for immediate termination of this Contract by the CITY.

THIS ARTICLE WILL BE DEEMED TO APPLY TO ALL SERVICE CONTRACTS UNLESS THE CONTRACTOR CAN DEMONSTRATE BY CLEAR AND CONVINCING EVIDENCE THAT IT IS NOT ACTING ON BEHALF OF THE CITY UNDER FLORIDA LAW.

ARTICLE 19.00 - HEADINGS

The HEADINGS of any Articles, Sections, and/or Attachments, to this Agreement, are for convenience only and shall not be deemed to expand, limit or change any of the provisions contained herein.

ARTICLE 20.00 - RESERVED

ARTICLE 21.00 - NOTICE AND ADDRESS OF RECORD

21.01 NOTICE BY CONTRACTOR TO CITY

All notice to the CITY, pursuant to this Agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CITY, address of record:

The City of Green Cove Springs
City Hall Development Services Department –Attn:
Lyndie Knowles 321 Walnut Street
Green Cove Springs, Florida 32043

21.02 NOTICES BY CITY TO CONTRACTOR

All notices to be given to the CONTRACTOR, pursuant to this agreement, shall be made in writing and shall be delivered through the United States Postal Service, first class mail, postage prepaid and addressed to the following, CONTRACTOR'S address of record: 4767 New Broad Street, Orlando, FL 32814, Attn: Patricia Tyjeski

21.03 CHANGE OF ADDRESS OF RECORD

Either party may change its address of record, at any time, by written notice to the other party given in accordance with the requirements as set forth in Article 20.01, above.

ARTICLE 22.00 - TERMINATION

22.01 GENERAL PROVISIONS

This Agreement may be terminated by the CITY or the CONTRACTOR, with or without cause by giving thirty (30) days written notice to the other party as required in Article 20.00 above.

22.02 TERMINATION DUE TO BANKRUPTCY OR INSOLVENCY

If the CONTRACTOR is adjudged bankrupt or insolvent, if it makes a general assignment for the benefit of its creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of its property or if it files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or other similar laws the CITY may, without prejudice to any other right or remedy, and after giving the CONTRACTOR written notice, terminate this Agreement.

22.03 CONTRACTOR TO DELIVER MATERIAL

Upon termination for any reason, the CONTRACTOR shall promptly deliver to the CITY all documents or papers, which the CITY has exclusive rights, by virtue of this Agreement or any other services performed by the CONTRACTOR on behalf of the CITY.

ARTICLE 23.00 - AMENDMENTS

The covenants, terms, and provisions contained herein may be amended, altered and/or modified upon express written consent of the parties hereto. In the event of conflicts between the covenants, terms, and/or provisions hereof, and any amendment(s) hereto, the latest executed Amendment(s) shall take precedent.

ARTICLE 24.00 ADMINISTRATIVE PROVISIONS

In the event the CITY issues a purchase order, memorandum, letter, or other instruments addressing the professional services, to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the CITY'S internal control purposes only, and any and all terms, provisions, and conditions contained therein, shall in no way modify the covenants, terms and provisions of this Agreement, or any amendments hereto, and shall have no force or effect hereon.

ARTICLE 25.00 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties hereto, in the space provided, and be attested to as indicated hereafter.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective this _____ day of _____, 2023

CITY OF GREEN COVE SPRINGS, FLORIDA

CITY OF GREEN COVE SPRINGS, FLORIDA

By: _____
Constance W. Butler, Mayor

By: _____
Steve Kennedy, City Manager

ATTEST: _____
Erin West, CITY CLERK

Approved as to form only:

L.J. Arnold III, CITY ATTORNEY

CONTRACTOR –

By: _____
George Kramer, Principal-in-Charge

Witness as to CONTRACTOR

EXHIBITS

City of
GREEN COVE SPRINGS

Downtown Form-Based Code | RFP #2023-05
April 4th, 2023



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01

Cover Letter



April 4, 2023
City of Green Cove Springs
Attn: Lilly Delvecchio, Development Services Director
321 Walnut Street,
Green Cove Springs, FL 32043

Re: RFP #:2023-05 Downtown Form-Based Code

Dear Members of the Selection Committee,

Clay County has experienced significant growth over the past twenty years and more development is on the horizon. Despite the many new homes and commercial buildings that have been constructed, the character of Green Cove Springs remains unique within the region. Downtown planning efforts have embraced the history and charm of this riverfront city and a form-based code was a recommendation in the recently adopted Downtown Master Plan. This effort is the next step in plan implementation and will help advance the revitalization of Downtown Green Cove Springs by providing a framework for future redevelopment in keeping with the City's character.

Inspire Placemaking Collective, Inc. (Inspire) was founded in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions which have been in operation for more than 20 years. With a team of ten planners that possess more than 150 years of collective experience, Inspire offers a traditional city planning practice, with a depth and breadth, that is unique within today's marketplace.

Our practice focus includes comprehensive planning, land development code updates, form-based codes, design guidelines, redevelopment, economic development, historic preservation, and small area studies. We have assisted numerous cities and counties with the preparation of streamlined, user-friendly land use plans, comprehensive plans, land development regulations, form-based codes, design standards, and technical manuals. Our current and previous clients range from rural counties to fast-growing urban communities.

Our work is rooted in a commitment to Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces. We think beyond project site boundaries and plan for the people and experiences of the larger place and community. **Inspire is committed to creating great places, safe streets and thriving communities.**

Thank you for this opportunity to present our qualifications for your consideration. We hope to have the opportunity to expand upon our ideas and experience through the interview process.

Sincerely,
Inspire Placemaking Collective, Inc.

A handwritten signature in blue ink that reads "Pat Tyjeski".

Patricia Tyjeski, AICP
Project Manager
Ptyjeski@inspireplacemaking.com

A handwritten signature in blue ink that reads "George Kramer".

George Kramer, AICP
President/Authorized Representative
Gkramer@inspireplacemaking.com



Inspire

PLACEMAKING COLLECTIVE



02

Description of Approach

Approach

As noted in the cover letter, our work is rooted in a commitment to Placemaking, a design perspective that recognizes the relationship between transportation, private development, and civic spaces. We plan for the people and experiences of the larger place and community. **We are committed to creating great places, safe streets, and thriving communities.** Helping our clients develop form-based codes allows us to fulfill that commitment.

Our proposed scope of work for this project, included in **Tab 5**, is similar to those used in past projects; however, we recognize that each community is different with their own set of challenges and preferences. While some communities prefer in-person public engagement, others rely heavier on virtual meetings. Some prefer individual stakeholder interviews, yet others are comfortable with focus group sessions. The formatting of the document also varies. Some communities stay true to the Smart Code formatting, while others prefer a format that is easier to understand by all code users. In the many years we have been offering planning services, we have learned that we can offer advice on how to carry out a project, but it is ultimately up to the jurisdiction to decide its final form. Based on our understanding of the City's desires, we have tailored the approach considering the following:

Project Branding & Website – We believe that this exercise is necessary to attract and engage the public in the process of writing the code. Branding the project is a great way to ensure consistency of the messaging and work product. We used this technique before with the City of Green Cove Springs and achieved great attendance at workshops.

Site Analysis/Framework Map – We have included in our scope the creation of a framework map depicting existing conditions. This is not something we typically include, but considering the size of the Green Cove Springs downtown, and the work we already did as part of the Downtown Master Plan, we feel this map will serve as a good base to depict proposed changes in urban form.

Workshop vs. Charrette – We recognize the value of facilitating charrettes for design projects. Decisions can be made quickly and presented to the public within a very short timeframe. When writing code, however, we prefer to allow ample time to assess the input received, apply our professional expertise, have a dialouge with staff, and decide the next steps in the process. Developing a regulating plan means deciding the zoning regulations that would be applicable to each site. It is a decision that should be analyzed site-by-site. For this project, we are proposing to hold an interactive workshop to educate the audience on form-based codes, and then obtain input on where the different types of development should go. Based on the input received, we will develop recommendations to be presented to staff for consensus before proceeding to draft the code.

Integration with the LDC – Many communities have commissioned the preparation of form-based codes that result in stand-alone documents that do not communicate with the rest of the Land Development Code. We are committed to ensuring a thorough integration so that sign regulations, landscaping regulations, and all other applicable development regulations are coordinated with the rest of the code to avoid conflicts and unnecessary repetition.

A code grounded in reality - We have prepared numerous updates and rewrites of LDCs, form-based codes, design guidelines, historic district standards, and technical manuals. However, our experience with codes goes beyond that. We have performed development review services for numerous clients over the years. We have been fortunate to review development applications for compliance with a code we wrote, but many times we are asked to review applications against codes that are complicated or subjective. Most planning consultants have experience writing codes but have not had the opportunity to enforce the regulations they created. They have not been around when staff is trying to make sense of the provisions, trying to explain the regulations to a citizen, or reviewing a set of plans for conformance to the adopted provisions. We have.

Private vs. Public Realm – Many codes establish build-to-lines that have put the buildings so close to the street that there is no room for public realm improvements. While property lines along the public right-of-way cannot be changed, there are tools that can be used to ensure the street is redesigned to allow for wider sidewalks, furnishing/landscape zones, and even some room for outdoor dining. We have coordinated in the past with FDOT to inform the jurisdiction on possible agreements that may be utilized to position the public sidewalks on easements so that a furnishing/landscape zone can be located between the sidewalk and the travel lanes. One of the main differences between a form-based code and a traditional code is that the FBC must coordinate the design of the private site with the design of the street in front of it to ensure it is successful.

Balancing narrative and graphics - Graphic-based codes can be very appealing to the eye but need to be balanced with legally defensible narratives that do not leave any room for mistakes or inconsistent application. We ensure that our codes are user-friendly, not only for the designers, but also for the regular citizens who are trying to understand what is allowed in their own neighborhoods. Our team focuses on creating regulations that are easy to understand, enforceable, implementable, and legally defensible.

City's Commitment to enforcing the FBC – As consultants, we write the form-based codes, but it is the jurisdiction's responsibility to address the day-to-day inquiries from developers. Having an easy to understand code is the first step on making those conversations successful. But there will always be push back from the development community used to implementing suburban codes. Sometimes even new commissioners may question the practice. We created form-based regulations for the City of Gulf Breeze in 2006 and have been helping the City implement them through development review services. Even though we sometimes get push back from developers insisting that the standards make their developments unfeasible, the City continues to be firm and applies the regulations consistently.

Public Input - Our most recent experience with form-based regulations includes the work we did for the cities of **Gainesville** (Downtown and major corridors) and **Kissimmee** (Downtown and Vine Street corridor). The latter included a public engagement plan similar to the one we are proposing for the City of Green Cove Springs. The adoption was smooth, and the code was uploaded to Municode shortly after. The Gainesville project scope included a decent number of public meetings. However, the Council decided to hold more meetings with the City residents. Staff held over 200 meetings with the public before the code was adopted. We believe the number of meetings originally included in the scope were adequate but respect the City's position in wanting to hold additional meetings. Both codes are being successfully implemented. **Tab 4** includes a series of project sheets describing many other form-based regulations we have prepared in the past.



03

Team Expertise/Project
Qualifications & Experience

Firm Profile/Structure/Location

Firm's Legal Name:

Inspire Placemaking Collective, Inc. *(Formerly part of S&ME, Inc.)*

Inspire Corporate Headquarters/Primary Office Location:

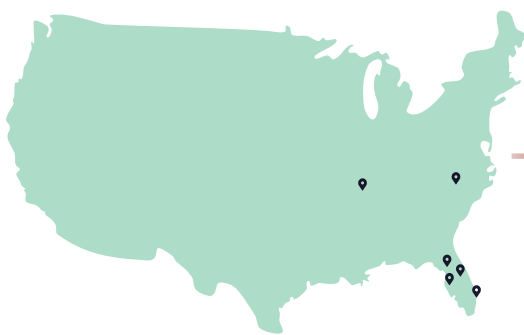
4767 New Broad Street, Orlando, FL 32814

Company History, Length of Existence, & Business Structure:

Inspire is a newly formed company, comprised of an established planning and landscape architecture practice that has been in operation since 1999. Inspire was established in 2022 as a formal spin-off of S&ME, Inc.'s planning and landscape architecture divisions. This purchase provided a legal transition of personnel, projects, and portfolio to Inspire. Inspire offers a robust planning team with more than 150 years of collective experience. The skills and experience of our team is both broad and deep, providing our clients access to a traditional city planning practice that is unique in today's marketplace.

Type of Ownership & Number of Personnel:

Corporation | 20 Employees



OFFICE LOCATIONS IN:
FLORIDA, NORTH CAROLINA, AND
TENNESSEE



FLORIDA OFFICE LOCATIONS IN:
ORLANDO (Corporate HQ), TAMPA,
GAINESVILLE, AND FORT
LAUDERDALE



Qualification Summary

Inspire includes thirteen (13) planners with more than 150 years of collective experience. Our team has developed a specific practice area focused on traditional planning, including Land Development Codes, Comprehensive Planning, Redevelopment, Economic Development, Historic Preservation, and Small Area Studies.

57

Comprehensive
Planning projects

49

Land Development
Code Projects

54

Community
Redevelopment Agency
Clients

7

Active Development
Review Clients

Inspire offers the best team and experience to help the City create a form-based code for downtown Green Cove Springs. We have an interdisciplinary team with extensive experience writing policy and regulations. **We have prepared numerous updates and rewrites of LDCs, form-based codes, design guidelines, historic district standards, and technical manuals.** In addition to writing traditional and form-based regulations, we have performed development review services for numerous clients over the years. This experience has set us apart from our competitors as it allows us to know what works and what doesn't when it comes to code writing.

Project Examples

In the past five years, we have developed form-based regulations for the cities of **Kissimmee, Orlando, and St. Augustine**. The work for the City of Kissimmee included the rewrite of the Land Development Code and the development of a form-based code for the **Downtown and Vine Street corridor**. They have a traditional, historic downtown with a mixture of commercial, office, institutional, and residential uses. Some of the single-family homes have transitioned to office use, maintaining their small scale, historic character. They also have a waterfront and several public uses, including the County administrative building, within their Downtown. The form-based code area also includes the major transportation/commercial corridor in the City – Vine Street, which was the original location of the hotels and motels catering to the Disney World visitors.

We also developed form-based regulations for the **Orlando South of Downtown (SoDo) area**. This area is home to the Orlando Health campus and has been growing and transforming into a livable and vibrant neighborhood. The main challenge drafting the regulations was addressing the transition from a very urban, high intensity corridor (Orange Avenue) to the historic single-family neighborhood flanking the corridor on the east.

More recently, we developed form-based standards for the **City of St. Augustine's entry corridors** (Anastasia Boulevard, San Marco Avenue, and King Street). These three corridors lead visitors into the City's historic core but feature a variety of architectural styles and settings. **Tab 4** contains project sheets with more details demonstrating our experience preparing form-based codes.

Principal-in-Charge and Project Manager

The **Principal-in-Charge** and **Project Manager** proposed for this project, **George Kramer** and **Pat Tyjeski**, respectively, are very familiar with the City of Green Cove Springs, having been involved in the update of the Comprehensive Plan, the development of the Downtown Master Plan, and the Walnut Street redesign. They also worked in the same capacity on the development of the Kissimmee Form-Based Code project, adopted in 2020.

George has over 22 years of experience serving both public and private sector clients in strategic planning efforts with a focus on implementation. He has served as Principal-in-Charge for numerous projects completed by our team. Pat has over 35 years of experience working with public sector clients. She has managed the development of numerous planning studies, including land development regulations (traditional and form-based), comprehensive plans (rewrites and updates), and has experience in historic preservation serving as the Historic Preservation Officer for two jurisdictions. Pat managed the successful update of the City's Future Land Use and Transportation Elements and will be the first point of contact for the City.

Personnel Roles

Tab 7 contains the resumes for all the team members proposed for this project. The following are their proposed roles on this project:

George Kramer, AICP, Principal-in-Charge, will ensure the team has adequate staffing resources to complete the project and oversee the QA/QC process.

Pat Tyjeski, AICP, Project Manager, will lead the visioning exercise and the development of the form-based code. She will also lead the public engagement activities.

Leslie Del Monte, NCARB, Senior Urban Designer, will provide her expertise in the development of the form-based code, particularly in the areas of urban design and public realm improvements.

Nick Hill, AICP, Planner/GIS Support, will assist with mapping/GIS activities.

Katie Martin, AICP, and **Gaby Castro, AICP, Planners/Regulation**, will assist in the preparation of regulations and public engagement activities.

Em Schaefer, Creative Director/Project Branding, will assist creating the project brand to foster interest in the community.

Claudia Sicilia, Urban Designer/3D Visualization Specialist, will help create graphics for the public engagement activities and the form-based code.

Kyle Peterson, Landscape Designer/Public Realm, will help with the visioning exercise and public realm standards.



04

Comparable Projects

Land Development Code Update & Form-Based Code

KISSIMMEE, FL



DATES

2017 - 2020 | Status: Adopted



OWNER

City of Kissimmee, FL
 Craig Holland, AICP,
 Development Services
 Director
 101 Church Street, Kissimmee,
 FL 34741
 T: 407.518.2148
 E: Cholland@kissimmee.org

SIZE/SCALE OF GEOGRAPHIC AREA

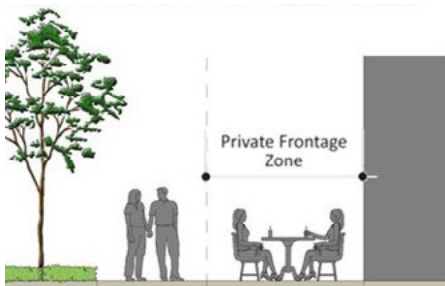
- LDC: Citywide, 79K pop.
- FBC: Downtown and commercial corridor

TYPE OF CODE

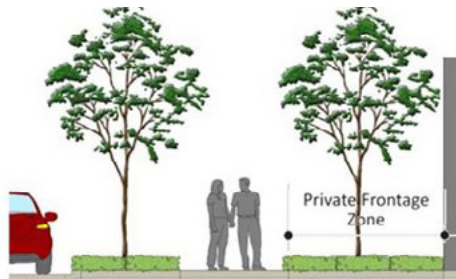
- LDC and Form-Based Code

TYPE OF DEVELOPMENT

- Infill



Used for Outdoor Seating



Used to Buffer Residential Uses

Inspire was tasked with the update of Kissimmee’s Land Development Code, which incorporated form-based code regulations for the downtown area and Vine Street corridor. The form-based code and other LDC revisions established a framework for the City to facilitate infill and redevelopment, implemented past studies and plans for the downtown and surrounding areas, enabled better and safer development patterns (thereby improving the quality of the built environment), and gave citizens, developers, builders, and property owners predictable standards.



OVERVIEW

- Full update of the entire LDC
- Assessed physical characteristics and policy and regulations applicable to the downtown and Vine Street corridor
- Form-Based Code for downtown and Vine Street Corridor
- **Facilitated public workshops**

Land Development Code Update & Form-Based Code

GAINESVILLE, FL



DATES

2012 - 2013 | Status: Adopted



CLIENT

City of Gainesville, FL
 Scott Wright, Planner III,
 Department of Transportation
 306 Northeast 6th Avenue,
 Thomas Center B, Gainesville,
 FL 32601
 T: 352.393.8423
 E: Wrightsa@gainesvillefl.gov

SIZE/SCALE OF GEOGRAPHIC AREA

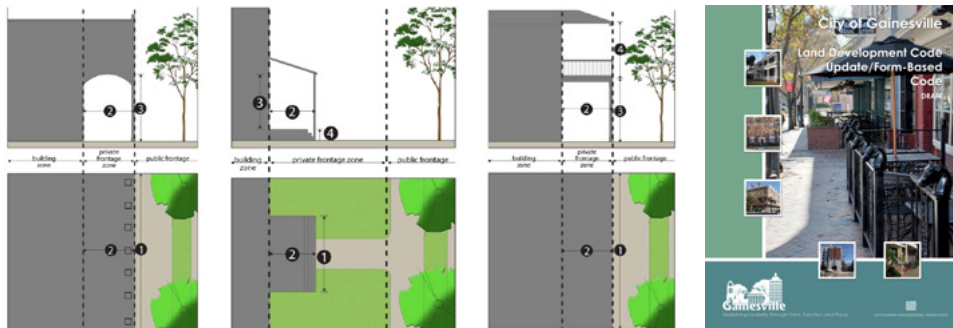
- LDC: Citywide, 140K pop.
- FBC: Downtown and surrounding areas

TYPE OF CODE

- LDC and form-based code

TYPE OF DEVELOPMENT

- Infill



Inspire updated the City's Land Development Code (LDC) to incorporate form-based code principles for the downtown and surrounding area and to improve code organization, streamline regulations, and reduce the number of special zoning and overlay districts. The form-based code was completed with strict adherence to the community vision which centered on the Comprehensive Plan Update, community-driven priorities, and existing neighborhood characteristics. The form-based code and LDC revisions established a framework for the City to enable better development patterns, improve the quality of the built environment, foster pedestrian-friendly development and redevelopment, and gave citizens, developers, builders, and property owners predictable standards by which to design and build.

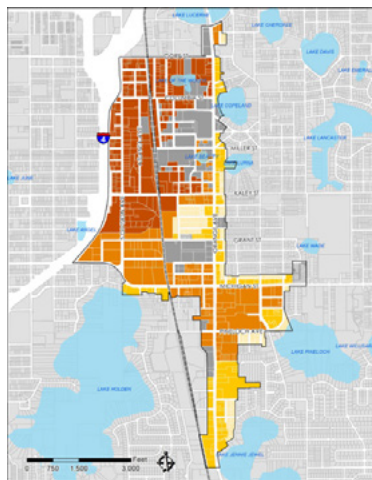


OVERVIEW

- Assessed physical characteristics and policy and regulations applicable to the downtown and surrounding areas
- Updated the LDC
- Developed a form-based code for downtown and surrounding areas.
- **Facilitated interviews with stakeholders and held public workshops**

DSNID Development Standards

📍 ORLANDO, FL



DATES

2017 – 2018 | Status: Adopted



OWNER

City of Orlando, FL, Martin Hudson, Project Manager
400 South Orange Avenue, Orlando, FL 32802
T: 407.246.3242
E: Martin.hudson@cityoforlando.net

SIZE/SCALE OF GEOGRAPHIC AREA

- Neighborhood Improvement District (720 acres)

TYPE OF CODE

- Form-based code

TYPE OF DEVELOPMENT

- Infill

Through our continuing services contract with the City of Orlando, Inspire was selected to help reaffirm and realize the community vision for the Downtown South Neighborhood Improvement District (DSNID), which is located immediately south of Downtown Orlando. Inspire prepared the form-based standards for development and redevelopment in the DSNID to implement the vision for the area, which was a vibrant redevelopment district to be realized by leveraging the economic forces of both the Orlando Health Medical Campus and proximity to Downtown as well as the accessibility provided by SunRail. The district includes a wide variety of uses: residential, commercial, industrial, and medical (due to the hospital located in the district).



OVERVIEW

- The DSNID is a 720-acre Taxing District that was created in 2011 to support quality redevelopment
- **Facilitated public workshops**

Land Development Code Update

📍 MANATEE COUNTY, FL



DATES

2011 – 2016 | Status: Adopted



CLIENT

Manatee County, FL
 Robert Wenzel, Development Services Division Manager
 1112 Manatee Avenue West, Bradenton, FL 34205
 T: 941.748.4501 Ext. 6845
 E: Robert.wenzel@mymanatee.org

SIZE/SCALE OF GEOGRAPHIC AREA

- Six major transportation corridors

TYPE OF CODE

- Form-based code

TYPE OF DEVELOPMENT

- Infill

Inspire updated the County’s Land Development Code. The first phase consisted of reorganizing the code to ensure ease of use, eliminating repetitive language, eliminating internal inconsistencies, and incorporating regulations related to practices that have been in place but never codified. The second phase included an assessment of the major commercial corridors within the urban core area and developing form-based regulations to improve opportunities for quality development and allow the County to realize its vision of a revitalized urban area. **This project received the 2017 Outstanding Long Range Study/Plan Award from the Florida Planning and Zoning Association (FPZA).**



OVERVIEW

- Completed assessment and proposed changes to the Comprehensive Plan and LDC
- Developed form-based regulations to encourage compact, mixed-use, quality growth along major corridors
- **Facilitated public workshops**

Gateway Corridor Design Standards

📍 ST. AUGUSTINE, FL



DATES

2016 - 2018 | Status: Adopted



OWNER

City of St. Augustine, FL
 Jeremy Marquis, RLA, Marquis
 Latimer + Halback, Inc.
 34 Cordova Street, Suite A, St.
 Augustine, FL 32084
 T: 904.825.6747
 E: Jeremy@halback.com

SIZE/SCALE OF GEOGRAPHIC AREA

- 4.6 Miles (All 3 Corridors Together)

TYPE OF CODE

- Form-based code

TYPE OF DEVELOPMENT

- Infill



Inspire teamed up with a local landscape architect to prepare standards and graphics for site design, building form, architecture, landscaping, signs, and development review for the main entry corridors to the City: Anastasia Boulevard, San Marco Avenue, and King Street. Unlike the Spanish-influenced character west of the river, the Anastasia corridor reflects a post-World War II era (automobile-oriented) development, which includes Mid-Century Modern and Masonry Vernacular architecture.



OVERVIEW

- Developed standards to ensure the preservation and celebration of the unique architecture in each district
- Drafted standards for infill and redevelopment for the various segments along San Marco Avenue and King Street, which mark the entrances to the historic core from the north and the west
- **Facilitated public workshops**

05

Scope of Services



Scope of Services

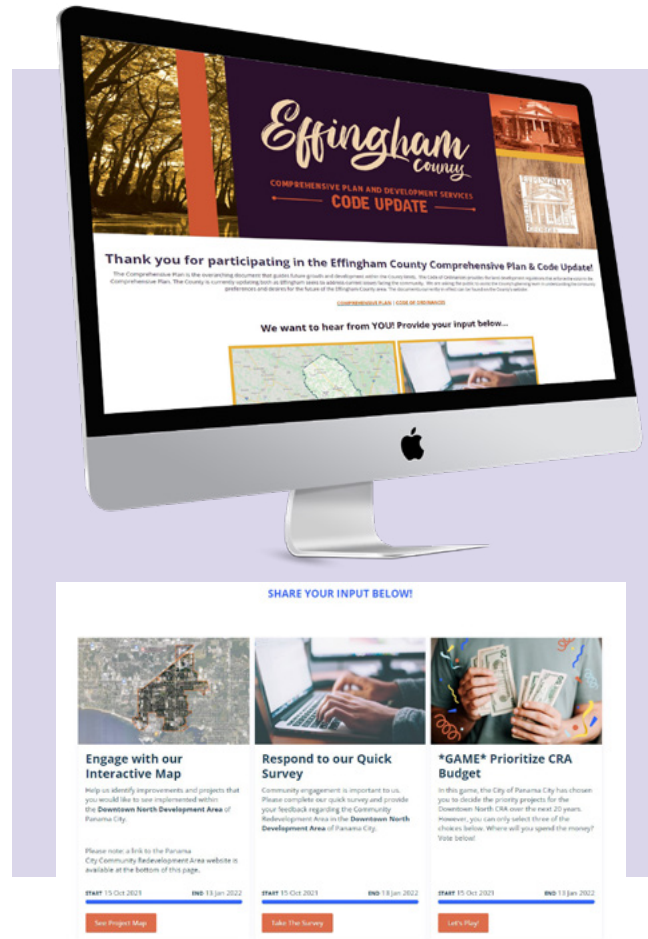
Inspire provides a truly customized approach to each project, especially land development regulations (LDR) and form-based code (FBC) projects. The Smart Code and previously created FBCs are great examples to learn from and provide a foundation of what the client may prefer. Our code development method is tried and true, as evidenced by the numerous successful LDR/FBC projects that have been adopted. Prior to crafting any regulations, we conduct a thorough assessment of the study area and existing code provisions to understand what is practical and how the regulations can be implemented within the community context. Having assisted the City in preparing the Downtown Master Plan and portions of the Comprehensive Plan, we have keen insights of the community that provide our team with a significant advantage in preparing the FBC. The RFP provides a thorough and well-thought out scope of services. Our proposed approach is expressed chronologically, with additional details, as described below:

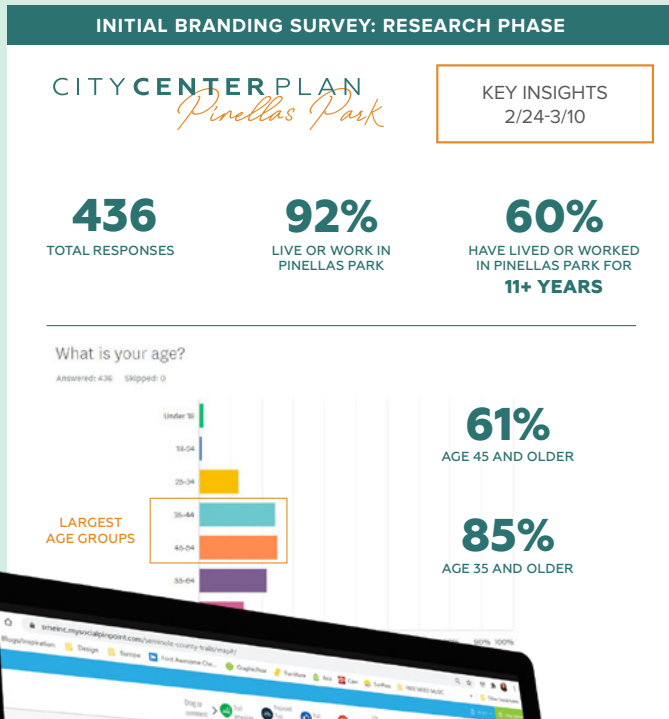
Task 1. Kick-off Meeting/Communications

The Inspire team will facilitate an ***in-person kick-off meeting*** with City Staff. During the meeting, we will discuss the scope, schedule, data requests, the public involvement plan, expectations, and desired final product. Stakeholders will be identified and contact information provided to Inspire. We will also determine the best time for holding biweekly, virtual progress meetings with City staff.

Inspire will set up a ***project website*** using the Social Pinpoint platform. We will develop project branding and templates for use throughout the project. This website will provide a means for two-way communication, offering the ability to download information and documents as well as solicit and retain public input virtually through state-of-the art interactive maps and exhibits. This Social Pinpoint website will be accessed directly through the City’s website as the public is already familiar with using this method for gaining access and communication on City events.

The Consultant will participate in a ***press conference*** with local officials and draft a press release to inform the local citizenry about the planning efforts to be undertaken. To increase public awareness about the project, the Inspire team can also provide City staff with a ***social media*** campaign template with all the tools, guidance, and expertise needed to develop and maintain a social media campaign for the project across each of the City’s preferred social media platforms. As part of this effort, Inspire will provide a recommended posting schedule, branded and formatted images designed for posting on social media (including 5 header images, 5 post images, and 5 profile images), and assistance in drafting the messaging for each post.





Task 2. Site Analysis

Inspire will prepare an assessment of the form-based code area. We will visit the area and review existing land uses, physical attributes, environmental resources, and overall characteristics. We will catalog right-of-way widths, pavement widths, sidewalk widths, architectural character, building height, density and intensity, building materials, streetscape amenities, building height to right-of-width ratio, urban form, and historical context.

A framework map depicting existing conditions and report summarizing the findings and providing preliminary recommendations will be submitted to staff for review. We will utilize one of the bi-weekly progress meetings to go over the map, report and recommendations with City Staff.

Task 3. Initial Public Input

Once the assessment is revised to address staff comments, Inspire will set aside a full day to conduct **in-person stakeholder interviews** at City Hall or at a venue proposed by City Staff. The purpose of the interviews is to gather input from individuals in the community who are either familiar with or deeply involved in the development industry (real estate agents, developers, designers, land use attorneys), who can help us disseminate information about the project (homeowners associations or church leaders), local business owners and residents within the form-based code area, and those involved in the development review process (City Staff, appointed and elected officials). Depending on the number of stakeholders identified by staff, these may be individual or small group meetings.

Shortly after the interviews are completed, Inspire proposes to facilitate a public workshop (#1) to **introduce** the project, **educate** the public on form-based code principles, present the **findings** of the assessment, and obtain initial **input** on the **desired vision** for downtown. Topics discussed will not only include the type of development envisioned, but also the design of the public realm.



There will be multiple hands-on exercises for participants to get familiar with form-based code topics and to help the team understand the community's preferences. Through a basemap exercise, we will ask participants to share where and what type of development parameters (height, volume, public realm, site orientation, parking, etc.) they prefer within the study area. This can be accomplished through a number of engagement techniques, such as visual preference, volume/building block exercise, case study review. After the workshop, Inspire will prepare a meeting summary listing the major issues raised and describing the vision/master plan ideas received. The summary will be presented to staff at one of the bi-weekly virtual meetings.

Task 4. Form-Based Code Draft #1

The first draft will incorporate the input received from staff, stakeholders, and the public. It will include a regulating plan based on the master plan, building form standards, street standards (plan and section), landscaping and sign standards, use regulations as needed, descriptive building types, and other elements needed. The new form-based code will be designed to be integrated into the Land Development Code. Therefore, we will ensure potential inconsistencies with other chapters are addressed, and cross-references are added/updated. This draft will be submitted to staff for review prior to unveiling it to the public. One set of revisions based on staff's comments will be performed, before it is posted on the website for public review.

Task 5. Unveiling of the Form-Based Code/Public Input

Inspire will facilitate three (3) in-person meetings (on a single day) with the **stakeholders** to present the regulating plan (master plan) and form-based regulations draft and obtain input. Subsequent to these meetings, we will facilitate a **public workshop** (#2) to do the same. There will be stations set up where participants can review, with the help of facilitators, different aspects of the code. We will develop 3D images depicting "before and after" scenarios to help visualize potential change. As part of this task, we also propose to present the draft at a **joint workshop** with the Planning & Zoning Board and City Council.



Task 6. Adoption/Final Deliverable

Based on the input received and direction provided by City Staff, Inspire will update the draft form-based code. This draft will be submitted to staff for review prior to releasing it to the public or distributing it to the Planning & Zoning Board for a hearing. One set of revisions based on staff’s comments will be performed, before it is posted or distributed.

Inspire will present the proposed form-based code to the Planning & Zoning Board at a hearing. Based on the direction provided, we will update the draft and submit it to staff for distribution to the City Council. We will attend and present the code before the City Council at two (2) hearings.

Upon adoption, Inspire will submit to staff the Word files, GIS shapefiles, and graphics developed as part of the code.

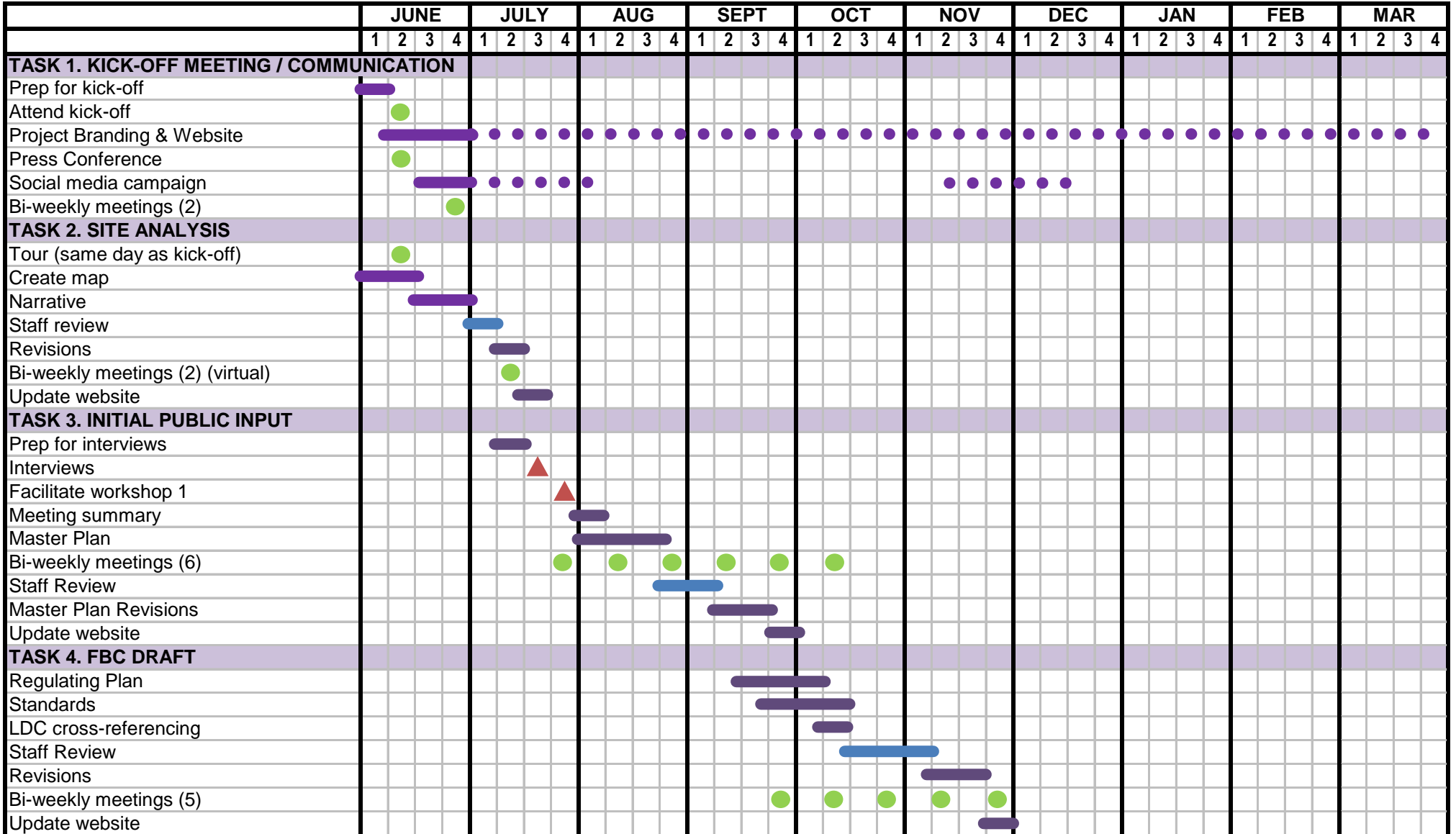




06

Schedule

GREEN COVE SPRINGS FORM-BASED CODE



	JUNE				JULY				AUG				SEPT				OCT				NOV				DEC				JAN				FEB				MAR			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
TASK 5. UNVEILING OF FBC/PUBLIC INPUT																																								
3 in-person stakeholder meetings (1 day)																																								
Meeting summaries																																								
Prep for workshop 2																																								
Facilitate workshop 2																																								
Workshop summary																																								
Prep for joint workshop																																								
Facilitate joint P&Z/CC workshop																																								
Meeting summary																																								
Bi-weekly meetings (3)																																								
TASK 6. ADOPTION																																								
Update Draft																																								
Prep for hearings																																								
Attend P&Z hearing																																								
Attend CC Hearings (2)																																								
Bi-weekly meetings (4)																																								
Final submittal																																								

Production

Staff Review

Meetings with Staff

Meetings with the public

Planning & Zoning Board/City Council



07

Key Personnel

Organizational Chart



Patricia Tyjeski, AICP
Project Manager



George Kramer, AICP
Principal-in-Charge

REGULATIONS



Leslie A. Del Monte, NCARB
Senior Urban Designer



Nick Hill, AICP
Planner/GIS Support



Katie Martin, AICP
Planner/Regulations



Gabriela Castro, AICP
Planner/Regulations

GRAPHICS



Em Schaefer
Creative Director/Project Branding



Claudia Sicilia
Urban Designer/3D Visualization Specialist



Kyle Peterson
Landscape Designer/Public Realm

Patricia Tyjeski

AICP

PROJECT MANAGER



35 Years of Experience



AICP #069120



Orlando, FL



PROFILE

Pat has extensive experience with long range comprehensive planning, land development regulations, zoning, historic preservation, and development review. Over the course of her career, Pat has worked with over 30 jurisdictions on numerous comprehensive planning projects.

EDUCATION

- Master of Regional Planning, Cornell University, Ithaca, NY, 1988
- Bachelor of Architecture, Universidad Javeriana, Bogotá, Colombia, 1985

SKILLS

- Comprehensive Planning
- Land Development Regulations
- Historic Preservation
- Development Review
- Community Engagement

EXPERIENCE

Land Development Code Update & Form-Based Code

Project Manager | Kissimmee, FL

A comprehensive evaluation and assessment of the adopted Code followed by a full rewrite to provide clarity and consistency, and the development of a form-based code for Downtown and the US 92 corridor to foster redevelopment and infill.

- Performed a complete reorganization of the code, created tables of uses and dimensional standards, eliminated internal inconsistencies
- Incorporated form-based code regulations for the downtown and Vine Street corridor
- Facilitated public workshops/presented the project at public hearings

Form-Based Code

Project Manager | Gainesville, FL

A comprehensive evaluation and assessment of the adopted Code followed by a full rewrite to provide clarity and consistency, and the development of a form-based code for the downtown/surrounding areas.

- Performed a complete reorganization of the code, created tables of uses and dimensional standards, and eliminated internal inconsistencies
- Developed form-based code regulations to provide a framework to enable better development patterns; foster pedestrian-friendly development; and give citizens, developers, builders, and property owners predictable standards

DSND Design Standards

Project Manager | Orlando, FL




Preparation of development standards for the DSND to implement the vision for the district - a vibrant redevelopment district to be realized by leveraging the economic forces of both the Orlando Health Medical campus and proximity to Downtown and the accessibility of the SunRail.

- Managed the preparation of development standards

George Kramer

AICP

PRINCIPAL-IN-CHARGE

-  22 Years of Experience
-  AICP #020533
-  Orlando, FL



PROFILE

Strategy and implementation are at the forefront of George’s approach to planning. He possesses a keen understanding of technical, administrative, and political issues and specializes in the successful execution of complex projects. George is committed to an **interdisciplinary** approach to Placemaking that emphasizes collaboration across professional disciplines to deliver innovation and value to clients.

EDUCATION

- Master of Urban & Regional Planning, University of Florida, Gainesville, FL, 2007
- Bachelor of Political Science, University of Florida, Gainesville, FL, 1999

SKILLS

- Strategic Master Planning
- Comprehensive Planning
- Land Use Entitlements
- Redevelopment Planning
- Complete Streets/Multi-Modal Transportation

EXPERIENCE

Downtown Master Plan

Principal-in-Charge/Project Lead | Green Cove Springs, FL

A community vision, master plan, and phased implementation strategy for revitalization that is centered on the development of a waterfront catalyst-site.

- Developed a visual plan tailored for the general public that included a compelling narrative and clear action items
- Identified a catalyst redevelopment site and provided a strategic phasing plan for capital projects

Downtown Master Plan

Principal-in-Charge/Project Lead | Fort Pierce, FL

A community vision, master plan, and phased implementation strategy for revitalization that is centered on a re-imagined waterfront.

- Developed redevelopment strategy to create a new waterfront district in Downtown
- Facilitated public workshops and meetings during a 4-day design charrette

Complete King Street Master Plan

Principal-in-Charge/Project Lead | St. Augustine, FL

An integrated land use and transportation plan for this 1-mile corridor which serves as the primary gateway into the City.

- Facilitated multiple public workshops
- Led street section design efforts to advance a more walkable, “Best Mile Florida”

Leslie A. Del Monte

NCARB

SENIOR URBAN
DESIGNER



21 Years of Experience



NCARB #308593



Orlando, FL



PROFILE

Leslie Del Monte has over 20 years of experience in both architectural and planning projects. Her planning experience includes small-and-large-scale master/comprehensive planning, urban design, downtown visioning, redevelopment planning, historic district inception/protection, analysis, development, and writing land use, zoning, architectural/design standards, and sustainable initiatives.

EDUCATION

- Master of Architecture, University of Florida, Gainesville FL, 2004
- Bachelor of Design in Architecture, University of Florida, Gainesville FL, 2002

SKILLS

- Comprehensive Planning
- Land Development Code Writing
- Development Review
- Redevelopment Planning
- GIS Analysis
- Visioning
- Land Use Entitlements
- Community Engagement

EXPERIENCE

Visualization & Form-Based Regulation Services

Senior Planner | Clearwater, FL

Multi-day design charrette with community and stakeholder involvement to visualize change along the MLK Jr. Avenue Corridor and provide recommendations to City staff on proposed code amendments and form-based regulations.

- Hosted a multi-day design charette with City staff, community/neighborhood groups, and developers to visualize change and develop a common understanding for potential commercial or mixed-use redevelopment projects
- Worked with County and City officials to host a workshop to visualize change and develop a common understanding for potential development projects
- Prepared maps, diagrams, and other graphic information to support the intent

Visualization & Form-Based Regulation Services

Senior Planner | Oldsmar, FL

Visualization and form-based regulation services to envision change along the Tampa Road Corridor and provide recommendations to City staff on proposed code amendments and form-based regulations.

- Worked with County and City officials to host workshops/charrettes to visualize change and develop a common understanding for potential development projects under two new land use categories
- Prepared maps, diagrams, and other graphic information to support the intent; prepared and presented the potential vision

Plan Z for Miami-Rickenbacker Bikeways Concept Plan


Senior Urban Designer/Planner | Miami, FL

A Plan to turn Rickenbacker Causeway into a scenic road, incorporating alternative roadway design standards and expanding bicycle, pedestrian, and park facilities.

Nick Hill

AICP

PLANNER/GIS SUPPORT

-  5 Years of Experience
-  AICP #33455
-  Orlando, FL



PROFILE

Nick is well-versed in the field of contemporary urban/regional planning. His professional experience includes updating comprehensive plans/community redevelopment plans, performing development review applications for municipalities, and facilitating entitlement research, land use/rezoning amendments, special use permits, and variance requests. Nick is also a highly skilled GIS technician.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2019
- Bachelor of Science in Public Administration, University of Central Florida, Orlando, FL, 2015

SKILLS

- Comprehensive Planning
- Redevelopment Planning
- Master Planning
- Land Use Entitlements
- Development Review
- Geographic Information Systems
- Community Engagement

EXPERIENCE

Downtown Master Plan

Deputy Project Manager | Green Cove Springs, F

A community vision, master plan and phased implementation strategy for revitalization that is centered on the development of a waterfront catalyst-site.

- Planned, coordinated, and facilitated various public engagement events for the project, which included a five-day charrette featuring three (3) public workshops
- Drafted the contents of the Plan, including the identification of key projects and programming
- Assisted in all branding efforts related to the project and the greater Downtown area

Comprehensive Plan Visioning

Project Planner | Palm Bay, FL

Established Palm Bay Vision 2040 through a robust and inclusive public engagement process for the 16th largest city in Florida.

- Assisted in the facilitation of various stakeholder meetings and public workshops
- Managed online discussions and surveys using the Social Pinpoint platform

Complete King Street Master Plan

Project Planner | St. Augustine, FL

An integrated land use and transportation plan for this 1-mile corridor which serves as the primary gateway into the City.

- Assisted with drafting the existing conditions report by conducting an extensive desktop analysis of the study area using a suite of GIS software and a comprehensive review of the City's current planning documents
- Supported the project team's online and in-person engagement

Katie Martin

AICP

PLANNER/REGULATIONS



3 Years of Experience



AICP #34287



Raleigh, NC



PROFILE

Katie is passionate about sustainability, resiliency, walkability, and community development. She thrives working with data and much of her work revolves around geospatial analysis, report creation, writing, and editing. Her experience with crafting comprehensive plans, adaptation action plans, and sustainability plans demonstrates her focus on the environmental well-being of communities.

EDUCATION

- Master of City & Regional Planning, Georgia Institute of Technology, Atlanta, GA, 2020
- Master of Science in Public Policy, Georgia Institute of Technology, Atlanta, GA 2020
- Bachelor of Science in Earth & Environmental Science, Mercer University, Macon, GA, 2012

SKILLS

- Community Engagement
- Geographic Information Systems (GIS)
- Data & Analysis
- Redevelopment Planning
- Resiliency & Adaptation Planning
- Adobe Creative Suite (InDesign, Illustrator)
- Writing & Editing

EXPERIENCE

Municipal Zoning

Planner | Hardeeville, SC

Updated the zoning code including uses, regulations, and design requirements with a focus on public engagement.

- Updated future land use categories and created mapping assets based upon needs of the County
- Assisted in the land development code update
- Assisted with socioeconomic analysis, land use analysis, and report development
- Assisted in the creation of a form-based code for the downtown and major corridors

Community Redevelopment Plan Update

Planner | Palatka, FL

A place-based redevelopment strategy that includes targeted infrastructure and mobility improvements to leverage the City's rich character and waterfront location.

- Performed geospatial analysis using ArcGIS Pro
- Assisted with report revisions, editing, and report development

Franklin Street Historic Preservation Plan & Action Plan

Planner | Tampa, FL




Historic Preservation Plan for Historic Franklin Street.

- Researched current preservation efforts
- Created maps using ArcGIS Pro
- Assisted in report development

Gabriela Castro

AICP

PLANNER/REGULATIONS

-  7 Years of Experience
-  AICP #030965
-  Orlando, FL



PROFILE

Gabriela has experience in reviewing development applications for municipalities. In her professional experience she has reviewed various types of development applications from site work to entitlement work. She has had to create reports and explain these reports in front of various agencies and boards. Additionally, Gaby has experience in technical writing and public speaking.

EDUCATION

- Master of Arts in Urban & Regional Planning, University of Florida, Gainesville, FL, 2015
- Bachelor of Science in Sustainability and the Built Environment, University of Florida, Gainesville, FL, 2014

SKILLS

- Development Review
- Community Engagement

EXPERIENCE

Collier County Development Review

Senior Planner | Naples, FL

As a part of the Development Review division, reviewed various projects in Collier County on a daily basis.

- Reviewed land development applications, including preliminary subdivision plats, site plans, construction plans, final plats, and lot splits to Collier County Land Development Code
- Conducted pre-application meetings with agents and various other Collier County Development Review agencies

Development Review

Project Planner | Minneola, FL

Participate in the review of development applications as part of On-Call Planning Consulting Services Agreement with the City of Minneola.

- Review land development applications, including preliminary subdivision plats, site plans, construction plans, final plats, and variances for consistency with adopted regulations and prior approvals
- Attend pre-application and DRC meetings

Adjunct Planning Services




Project Planner | Lake County, FL

Participate in the review of development applications as part of On-Call Planning Consulting Services Agreement with the Lake County.

- Reviewed land development applications, including site plans, subdivision plats, and other types of development applications

Em Schaefer

**CREATIVE DIRECTOR/
PROJECT BRANDING**

-  11 Years of Experience
-  AIGA Board Member
-  Orlando, FL



PROFILE

Em adds creative insight to projects through branding, visual communications, marketing, community engagement, wayfinding, and illustration. Her vast experience using various media to tell compelling brand stories elevates client work across private/public sectors. She provides direction on the creative process of municipal branding and ensures we engage with the communities we serve through exciting/expressive ways.

EDUCATION

- Master of Science in Digital Marketing, University College Dublin Michael Smurfit Business School, Dublin, Ireland, 2019
- Bachelor of Arts in Visual Communications, Ball State University, Muncie, IN, 2012

SKILLS

- Brand Positioning
- Community Engagement
- Website Design
- Logos/Branding
- Marketing Collateral
- Social Media Design & Strategy
- Infographics
- Video/Motion Graphics
- Adobe Create Suite (Illustrator, Photoshop, InDesign, After Effects, Premiere Pro)
- Signage/Wayfinding/ Environmental Graphics
- Sketching & Illustrations

EXPERIENCE



Downtown Master Plan
Senior Graphic Designer | Green Cove Springs, FL

- Managed and designed unique project logo/branding for the Downtown
- Created interactive project website and creative marketing collateral for workshops
- Established signage concepts and style guide to help the City launch the new brand



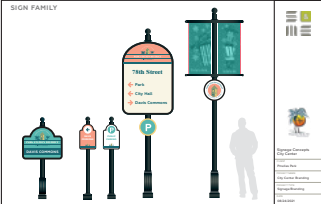
Downtown Master Plan
Senior Graphic Designer | Fort Pierce, FL

- Managed and designed unique project logo/branding for the Downtown
- Created interactive project website and creative marketing collateral for workshops



Municipal Branding
Senior Graphic Designer | Pinellas Park, FL

- Managed and designed unique logo and branding for the City Center
- Created interactive project website and creative marketing collateral for workshops
- Engaged with key stakeholders and utilized data to inform design direction
- Established signage concepts, style guide, social media assets, and more to help the City launch the new brand



Claudia Sicilia

**URBAN DESIGNER/3D
VISUALIZATION
SPECIALIST**



17 Years of Experience
Lumion, Civil3D, SketchUp, ArcGIS
Orlando, FL



PROFILE

Claudia has 17 years of experience helping Clients envision robust design projects as reality through technical drawings and detailed 3-D visualization renderings. She provides a creative perspective with a technical foundation and her extensive background in CAD aids in the implementation of the team’s design concepts.

EDUCATION

- Bachelor of Architecture, Jose Maria Vargas University, Caracas, Venezuela, 2004
- Associate of Science Degree in Computer Drafting and Design, Florida Technical College, Orlando, FL, 2006

SKILLS

- AutoCAD Civil3D
- Lumion Mock-ups and Fly-through Videos
- SketchUp Community Engagement
- Bilingual (Spanish)
- ArcGIS
- Photoshop Rendering

EXPERIENCE



Complete King Street Master Plan
Visualization Specialist | St. Augustine, FL
• Created Lumion model to showcase design details in 3D



Park Avenue Streetscape
Visualization Specialist | Lake Wales, FL
• Created Lumion modeling to exhibit the streetscape and pedestrian walkway improvements proposed along Park Avenue



Downtown Master Plan
Design & CADD Support | Fort Pierce, FL
• Assisted with concept development
• Assisted with construction documents preparation
• Created Lumion model to showcase design details in 3D



City Center Plan
Visualization Specialist | Pinellas Park, FL
• Created Lumion model to showcase design details in 3D



Downtown Master Plan
Visualization Specialist | Green Cove Springs, FL
• Created Lumion model to showcase design details in 3D

Kyle Peterson

LANDSCAPE DESIGNER/ PUBLIC REALM



2 Years of Experience



Master of Landscape Architecture



Orlando, FL



PROFILE

Kyle's graduate study has expanded his experience in designing for regional and local impacts that are grounded in a foundation of thorough research and site analysis of cultural, environmental, and economic histories. He approaches new projects with intention and attention to serve the local communities who will be impacted.

EDUCATION

- Master of Landscape Architecture, University of Florida, Gainesville, FL, 2022
- Bachelor of Business Management, University of North Florida, Jacksonville, FL, 2015

SKILLS

- Translating Research into Design Framework
- Regional and Local Master Planning
- Multi-scaled Interventions
- Design Details

EXPERIENCE

Comprehensive Plan Visioning

Landscape Designer | Palm Bay, FL

Established Palm Bay Vision 2040 through a robust and inclusive public engagement process for the 16th largest city in Florida.

- Examined the existing streetscape conditions of multiple community identified roadways
- Organized a presentation graphic board for community members to identify and communicate preferences

1st Street Streetscape

Planting Designer | Lake Wales, FL

Master planning and construction documents for a complete street conversion in Downtown that was identified as an initial catalytic project for revitalization.

- Assigned plant species to planting beds using AutoCAD LandFX
- Organized plant ID tags for construction documentation

West Lakes Partnership Neighborhood Gateways

Lead Designer | Orlando, FL

Designed a landscape-based gateway, grounded by the community culture, to emphasize a transition into the West Lakes Communities that can be replicated to reflect the nuanced characteristics of each neighborhood.

- Designed/developed a landscape/hardscape plan that can be adapted to reflect multiple neighborhood identities
- Developed construction level documents

Downtown Master Plan

Landscape Designer | Fort Pierce, FL

A community vision, master plan, and phased implementation strategy for revitalization that is centered on a re-imagined waterfront.



08

Sample Code Document

Sample Code Document

We have selected two samples to feature our work developing form-based codes (FBC): The City of Gainesville FBC and the City of Kissimmee Downtown and Vine Street FBC. Note that when the Gainesville document was prepared, we were part of Littlejohn Engineering. Inspire Placemaking Collective acquired S&ME's Planning practice in 2022, and S&ME acquired Littlejohn Engineering in 2015. Pat Tyjeski, the proposed Project Manager, managed the preparation of both documents featured.

The **Kissimmee Form-Based Code** can be found in Municode (Chapter 14-5: Downtown And Vine Street Form-Based Code). It was adopted on August 4, 2020, and has not been amended. An example of a recent project meeting the form-based code is the Chase Bank located at 1401 North Main Street (see image below). It is located on Highway 192, a very high traffic FDOT highway. The building was placed up to the street with parking in the rear and adequate fenestration and façade ornamentation was provided as required by code. No other developments have been built under the new code. The draft code we prepared can be found at this link: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:72b5c07c-d0d2-40de-8a5a-5d5793092a3c>

The link to Municode is as follows:

https://library.municode.com/fl/kissimmee/codes/code_of_ordinances?nodetid=PTIILADECO_CH14-5DOVISTFOSECO



The **Gainesville Form-Based Code** was developed by our team working closely with City Staff between 2012 and 2013. Just before the adoption hearings, the City Council decided to hold additional meetings with the public to ensure they were satisfied with the proposed draft. City staff facilitated approximately 200 meetings with various groups and adopted the code in 2016. During this time, the City also amended the Comprehensive Plan to facilitate the adoption of the transect map as proposed (the future land use categories in place when the FBC was developed did not support the proposed densities/intensities). The draft code we proposed can be found at this link: <https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:bade9799-399c-4bd4-96ea-2915dc466a63>

The current version of the code (Article IV, Division 2) can be found in Municode at the following link: https://library.municode.com/fl/gainesville/codes/code_of_ordinances?nodeId=PTIICOOR_CH30LADECO_ARTIVZO_DIV2TR

The Gainesville code has now been in place for 7 years. Amendments have occurred, but the framework and standards that we proposed have not changed substantially. The names of the transect zones changed, some graphics added, and there was some reorganization. One of the earliest examples of implementation is the Publix Super Market At University Village Market (203 NW 13th Street). It developed without the need for PD rezoning as it met the standards of the newly adopted form-based code. It was built up to the street with parking in the rear, the facades contain adequate fenestration, and the main entrance faces the street. Another example is the mixed-use building at 800 SW 2nd Avenue. It houses a coffee shop, a bank, and offices.



Left: Publix Super Market At University Village Market
Below: Downtown Mixed-Use Building





09

Cost

Cost

TASKS	COST
Task 1: Kick-off Meeting/Communication	\$10,054
Task 2: Site Analysis	\$20,341
Task 3: Initial Public Input	\$28,548
Task 4: Form-Based Code Draft	\$31,645
Task 5: Unveiling of Form-Based Code/Public Input	\$21,386
Task 6: Adoption	\$13,026
TOTAL	\$125,000

10

References



References

 <p style="text-align: center;">1 City of Kissimmee</p>	 <p style="text-align: center;">2 City of Melbourne</p>	 <p style="text-align: center;">3 City of Gainesville</p>	 <p style="text-align: center;">4 City of Orlando</p>	 <p style="text-align: center;">5 Manatee County</p>
<p>Contact Name Craig Holland, AICP, Development Services Director</p> <p>Address 101 Church Street, Kissimmee, FL 34741</p> <p>Phone/Email T: 407.518.2148 E: Cholland@ kissimmee.org</p>	<p>Contact Name Cindy Dittmer, Community Development Director</p> <p>Address 900 East Strawbridge Avenue, Melbourne, FL 32901</p> <p>Phone/Email T: 321.953.6209 E: Cynthia. dittmer@mlbfl.org</p>	<p>Contact Name Scott Wright, Planner III, Department of Transportation</p> <p>Address 306 Northeast 6th Avenue, Thomas Center B, Gainesville, FL 32601</p> <p>Phone/Email T: 352.393.8423 E: Wrightsa@ gainesvillefl.gov</p>	<p>Contact Name Elisabeth Dang, AICP, City Planning Division Manager/Planning Official</p> <p>Address 400 South Orange Avenue, Orlando, FL 32801</p> <p>Phone/Email T: 407.246.3408 E: Elisabeth. dang@orlando. gov</p>	<p>Contact Name Robert Wenzel, Development Services Division Manager</p> <p>Address 1112 Manatee Avenue West, Bradenton, FL 34205</p> <p>Phone/Email T: 941.748.4501 Ext. 6845 E: Robert.wenzel@ mymanatee.org</p>



RED'S
WINE BAR CRAFT BEER

11

Required Forms

Public Entity Crimes

PUBLIC ENTITY CRIMES REQUIREMENT

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 or a proposal 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 a 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.

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

1. This sworn statement is submitted to the City of Green Cove Springs
(print name of the public entity)

by George Kramer, AICP, President
(print individual's name and title)

for Inspire Placemaking Collective, Inc.
(print name of entity submitting sworn statement)

whose business address is
4767 New Broad Street, Orlando, FL 32814

and (if applicable) its Federal Employer Identification Number (FEIN) is:
92-1495717

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the

United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b),

Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate"

includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market

value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

- d. Based on information and belief, the statement which I have marked below is true

in relation to the entity submitting this sworn statement. (indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged

with _____ and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.



 (Signature)

Sworn to and subscribed before me this 22 day of March, 2023

Personally known _____ 

OR produced identification FDX Notary Public - State of Florida
K65633773080



_____ My commission expires _____
(Type of identification)

_____ (Printed typed or stamped commissioned name of notary
public)

Notary requirement fulfilled on page 17.

Drug Free Workplace

DRUG-FREE WORKPLACE COMPLIANCE FORM

In order to have a drug-free workplace program, a business shall abide as follows:

The undersigned vendor/contractor in accordance with Florida Statute 287.087 hereby certifies

that Inspire Placemaking Collective, Inc. (name of business) does:

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 company'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 or drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in item 1, above.
4. In the statement specified in item 1, notify the employees that as a condition of working on the commodities or contractual services which are under proposal, 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 1893 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 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,

Inspire Placemaking Collective, Inc. (name of business), fully complies does not comply with the above requirements.

 Vendor/Contractor Signature 3/21/23
Date

Standard Addendum to All City Contracts & Agreements

STANDARD ADDENDUM TO ALL CITY CONTRACTS AND AGREEMENTS

Any other provisions of the Contract or Agreement to which this Standard Addendum is attached to the contrary notwithstanding, the parties specifically agree that the provisions hereinafter set forth will apply exclusively with respect to the matters addressed, whether addressed in said Contract or Agreement or not, and shall be deemed an integral part of said Contract or Agreement as if duly set out therein, having a force and effect of equal or superior dignity, as applicable, with the provisions thereof; provided, that if the provisions of the Contract or Agreement address a particular matter in a manner which results in a lower cost to the City than this Standard Addendum, then such provisions of the Contract or Agreement shall control and supersede the applicable provisions hereof (as used herein, the term "Contractor" means the vendor or other party in the Contract or Agreement providing construction, labor, materials, professional services, and/or equipment to the City thereunder; the term "City" means Green Cove Springs, a municipal corporation of the State of Florida, its City Council, or any other name or label set forth in the Contract or Agreement identifying such entity).

1. All payments for services rendered, or supplies, materials, equipment and the like constructed, delivered or installed under the Contract or Agreement (the Work) shall be made by the City in accordance with the Local Government Prompt Payment Act (the Act). Upon receipt of a proper statement, invoice or draw request, the City shall have the number of days provided in the Act in which to make payment.
2. Any work or professional services sub-contracted for by the Contractor for which the City has agreed to reimburse the Contractor shall not be marked up, but shall be payable by the City only in the exact amount reasonably incurred by the Contractor. No other such sub-contracted services shall be reimbursed.
3. In the event the Contract or Agreement is for professional services, charged on a time basis, the City shall not be billed or invoiced for time spent traveling to and from the Contractor's offices or other points of dispatch of its sub-contractors, employees, officers, or agents in connection with the services being rendered.
4. The City shall not be liable to reimburse the Contractor for any courier service, telephone, facsimile, or postage charges incurred by the Contractor, except as follows, and then only in the exact amount incurred by the Contractor [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
5. The City shall not be liable to reimburse the Contractor for any copying expenses incurred by the Contractor, except as follows, and then only at \$0.05 per page [if the space below is left blank, then "NONE" is deemed to have been inserted therein]:
6. If and only if travel and per diem expenses are addressed in the Contract or Agreement in a manner which expressly provides for the City to reimburse the Contractor for the same, then the City shall reimburse the Contractor only for those travel and per diem expenses

reasonably incurred and only in accordance with the provisions of Section 112.061, Florida Statutes or as otherwise limited by Florida law. In the event the Contractor has need to utilize hotel accommodations or common carrier services, the City shall reimburse the Contractor for his, her, or its reasonable expense incurred thereby provided prior written approval of the City Manager of the City or his or her designee is obtained.

7. With respect to drawings and/or plans prepared on behalf of the City by the Contractor under the Contract or Agreement, unless specifically provided otherwise therein, complete sets of such drawings and/or plans shall be reproduced by the Contractor without cost to the City for all bidders requesting the same, and five (5) complete sets of such drawings and/or plans shall be reproduced and delivered to the City without cost.
8. With respect to any indemnification by the City provided under the Contract or Agreement, any such indemnification shall be subject to and within the limits set forth in Section 768.28, Florida Statutes, and shall otherwise be limited as provided by law.
9. In that the City is a governmental agency exempt from sales tax, the City shall pay no such taxes, any other provisions of the Contract or Agreement to the contrary notwithstanding. The City shall provide proof of its exempt status upon reasonable request.
10. Any pre-printed provisions of the Contract or Agreement to the contrary notwithstanding, the same shall not automatically be renewed but shall be renewed only upon subsequent agreement of the parties.
11. The Contractor acknowledges that in the budget for each fiscal year of the City during which the term of the Contract or Agreement is in effect, a limited amount of funds are appropriated which are available to make payments arising under the Contract or Agreement. Any other provisions of the Contract or Agreement to the contrary notwithstanding, and pursuant to applicable Florida Statutes, the maximum payment that the City is obligated to make under the Contract or Agreement from the budget of any fiscal year shall not exceed the appropriation for said fiscal year.
12. The Contractor shall comply with applicable provisions of Section 119.0701, Florida Statutes and any contract between the parties shall fully comply with such section.



CITY OF GREEN COVE SPRINGS
CONTRACTOR/FIRM/INDIVIDUAL

By: _____
Daniel M. Johnson, Mayor

By: _____
Name: _____ Title: _____

ATTEST:

By: _____
Erin West, City Clerk

ACKNOWLEDGEMENT OF ADDENDUM

I acknowledge the receipt of 2 Addendums to the original RFP.



Company Representative Signature

Addendum



City of Green Cove Springs Florida

Phone: (904) 297-7500 321 Walnut Street www.greencovesprings.com
 Fax: (904) 284-4849 Green Cove Springs, FL 32043 Florida Relay - Dial 7-1-1

3/14/23 Addendum 1: LC 2023-05, RFP for the Downtown
 Form Based Code

Question:

1. Can we submit our sample code documents as a link or digitally on a USB stick?

Answer: Yes, the sample code documents can be submitted as a link or digitally on a USB stick

Question:

2. Can the City please confirm how they'd like the outline of the RFP responses to be organized? Page 8 of the RFP, under *Format for Submittals*, displays an outline following four categories (Description of Approach, Team Expertise, Comparable Projects, Sample Code Document). However, page 9 of the RFP, under *Submittal Requirements*, displays an outline following seven categories (Cover Letter, Scope of Services, Schedule, Key Personnel, Project Qualifications and Experience, Cost, References)

Answer: Combine "Format for Submittals with Submittal Requirements addressing the following submittal requirements in this order:

1. Cover Letter
2. Description of Approach
3. Team Expertise/Project Qualifications and Experience
4. Comparable Projects
5. Scope of Services
6. Schedule
7. Key Personnel
8. Sample Code Document
9. Cost
10. References

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Addendum 2

Section 5 (Scope of Services) vs. Section 2 (Description of the Approach)

The Description of Approach would provide a general understanding/narrative of how the Consultant has approached developing a FBC in other communities. What is the Consultants overall philosophy on FBC's, what are the key elements, how do you address public involvement, lessons learned from previous projects etc.

The Scope of Services is a detailed breakdown of each step that you would undertake for the Green Cove Springs FBC. Taking into account the location, size of the City, size of the Central Business District, character of the community, timelines etc.