

M E M O R A N D U M

DATE: May 14, 2013

TO: Dave Bullock, Town Manager

FROM: Robin Meyer, Director
Planning, Zoning and Building Department

SUBJECT: Urban Land Institute (ULI) –Proposed Contract and Draft Questions

At the February 19, 2013 Regular Workshop meeting the Commission directed staff to proceed with developing a proposed contract with ULI. The Town Manager and Town Attorney have developed a proposed contract and draft questions for Commission consideration.

Included as Attachment A, are the questions staff has developed for the ULI process. They have been provided to the ULI in draft form with the understanding that we will continue to refine them. The questions are divided into five categories with a brief introductory section for each category. There are 19 questions. The number of questions will need to be reduced down to 10-12 in order to meet the criteria established by the ULI. These questions can be replaced, edited, combined, and/or deleted in your deliberation.

This information is placed on the June 3, 2013 Special Meeting agenda for Commission discussion and direction.

If you have any questions please contact Planning, Zoning & Building Director Robin Meyer.

ULI-The Urban Land Institute Advisory Services Agreement

The Town of Longboat Key, Florida

This Agreement constitutes a binding contract between the Town of Longboat Key, Florida (Sponsor) and ULI-the Urban Land Institute (Institute or ULI). As part of its purpose, the Institute maintains an Advisory Services Program for the purpose of benefiting the general public through improved planning and utilization of urban land. The Sponsor wishes to obtain advice and recommendations from the Institute on future development and planning issues facing the Town. See Attachment A for a detailed Scope of Work.

Pursuant to this Agreement, the Institute agrees:

1. To provide a panel composed of members of the Institute and others who collectively have a varied and broad experience and knowledge applicable to the particular problems to be considered.
2. To arrange for the panel members to visit the location upon which its recommendations are sought for a period of not less than five days, starting on or about October 20, 2013. During that time the panel, directly and through its staff, will study the designated area; consult with public and private officials, representatives of other relevant organizations, and other individuals familiar with the problems involved; and prepare its conclusions and recommendations which will be presented to the Sponsor and its invited guests in oral form at the close of the on-site assignment.
3. To provide the Sponsor with a full-color written summary of its conclusions and recommendations illustrated with photographs and drawings, as appropriate. The sponsor will be provided a draft copy of the report within 60 days of the panel's completion of its on site visit to the Town of Longboat Key.
4. To absorb the travel and living expenses of its panel and staff while on site.
5. To provide customary workers' compensation and liability insurance for the panel members and the Institute's staff while conducting activities for the Town of Longboat Key.

The Sponsor agrees, at its expense:

1. To furnish to each panel member, not less than 10 days in advance of the panel meeting, such pertinent background data in the form of reports, plans, charts, etc., as may be presently available or readily developed for the preliminary study of the panel, prior to its inspection on site. Two copies of the panel materials are to be sent to the ULI Project Manager.

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2. To arrange, insofar as possible, to have appropriate persons, including public and private officials, representatives of the relevant organizations, and others, available for the purpose of consulting with and furnishing information to the panel on specific matters relevant to the assignment as may be necessary and advisable during the period of the panel's visit.
3. In return for the advice and recommendations of the Institute, to pay the Institute the total sum of \$125,000. The first installation of \$30,000 for mobilization funds will be paid upon signing of this agreement. The second installment of \$90,000 will be paid upon presentation of the panel's recommendations. The third and final payment of \$5,000 will be paid when the Sponsor receives the final report. **See Attachment B for a list of actions and deliverables for each invoice.** In the event the Sponsor cancels the panel assignment, the initial payment is non-refundable and Sponsor shall be responsible for any additional costs incurred by ULI up to the date of cancellation.

It is understood that the fee paid by the Sponsor to the Institute is to be used to cover the costs of the panel assignment and to support and encourage the Institute's research and educational programs.

The Sponsor may make such noncommercial use of the report as it may deem desirable. It is further understood that the Institute may make such noncommercial use of the report prepared of the panel's findings and recommendations as it may deem desirable, and the Sponsor herewith specifically agrees that the Institute may publish and disseminate such report or any part thereof in conjunction with its research and educational programs.

The Institute shall indemnify, save, defend and hold harmless the Sponsor, its elected/appointed officials, officers, directors, employees and agents from any and all liability, claims, suits, demands, actions, damages and expenses (including reasonable attorney fees) of whatsoever kind and by whomsoever brought against the Sponsor, the Sponsor's elected/appointed officials, officers, directors, employees and agents, arising from or in connection with any willful or negligent act, error or omission of the Institute, the Institute's, officers, directors, employees, and agents in the performance under the terms of this Agreement.

Each party's aggregate liability for damages of any nature shall be limited to the amount of the fee under this Agreement. In no event will either party be responsible for incidental or consequential damages arising out of the services it provides under this Agreement.

ULI is acting in the capacity of an independent contractor hereunder and not as an employee, or agent of, or joint venturer with Sponsor.

The performance of this Agreement by either party is subject to acts of God, war or threat of war, government regulation, acts of terrorism, disaster, fire, strikes, civil disorder, public health crises, curtailment of transportation facilities or other circumstance beyond the control of the parties unreasonably delaying or making it inadvisable, illegal or impossible for either party to perform its obligations hereunder. This Agreement may be terminated without penalty for any one (1) or more of such reasons by written notice from one party to the

other; provided that the party delayed or unable to perform shall promptly advise the other party of such delay or impossibility of performance, and provided further that the party so delayed or unable to perform shall take reasonable steps to mitigate the effects of any such delay or nonperformance.

Neither party shall assign its rights or duties under this Agreement without the prior written consent of the other party. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties and their successors and assigns.

This Agreement constitutes the entire agreement between the parties regarding the services described herein and supersedes all prior agreements or understandings between the parties on this subject matter, whether written or verbal.

This Agreement may not be altered, amended or modified except by written document signed by all parties.

This Agreement shall be subject to and construed under the laws of the State of Florida.

The undersigned parties and their duly authorized representatives represent and warrant that they have authority to enter into this Agreement and hereby agree to the terms set forth above.

ULI—the Urban Land Institute

Town of Longboat Key, Florida

Patrick Phillips, CEO

David R. Bullock, Town Manager

Date

Date

Gayle Berens, Senior Vice President,
Education,

Attest: Trish Granger, Town Clerk

Date

Date

Approved as to form and correctness:

Tom Eitler, Vice President, Advisory Services

David P. Persson, Town Attorney

Date

Date

Attachment A

TOWN OF LONGBOAT KEY PROPOSED QUESTIONS FOR THE URBAN LAND INSTITUTE

Nonconformities and Density

Well over half of the residential units currently existing on Longboat Key (LBK) were constructed over 30 years ago. FEMA regulations enacted in 1976 have rendered approximately 50 percent of all residential units non-compliant for flood regulations. Density restrictions adopted by the town in 1984 also resulted in approximately 38 percent of all residential units to be non-conforming for density requirements. If the number of existing residential units were reduced to conform to the 1984 density allocation, LBK would lose 3,383 existing residential units.

The town subsequently adopted an ordinance in 2010 allowing nonconforming properties to reconstruct at their existing density, as long as the building cubic content did not change. While this allowed properties to keep the same number of units in theory, in practice it could result in a net loss of units due to market forces to incorporate modern features into individual units (higher ceilings, larger living spaces, etc.). Since many of the existing units were built to design standards that may not attract modern investors, there may be the potential for these units to become functionally obsolete and be less marketable when compared to newer construction.

When the 1984 density limitations were adopted, LBK had experienced explosive growth in a short period of time. This rapid increase was anticipated to continue, with a projected build-out of approximately 23,000 permanent residents; however, this projection has not come to fruition. The current population of LBK is approximately 6,900 permanent residents and is projected to remain at that general level for the foreseeable future; however, reduction of available residential units in accordance with the 1984 density restrictions could result in a decrease in permanent resident population.

Based on this information and the desire to maintain the unique character of LBK (suitable recreational opportunities, abundant open space, significant environmental preservation, etc.), the following questions should be addressed:

1. What are the long-term effects on the residential, tourism and commercial sectors if the number of units on LBK were reduced according to the limits set by the 1984 density limitations?
2. If existing properties were allowed to retain their existing number of units and increase their cubic mass to allow for contemporary design and compliance with current FEMA regulations, would this be a significant factor in encouraging aging properties to redevelop and, if yes, what impact would the increased mass have on the island's aesthetic character?

3. Is the current density allocation contained within the comprehensive plan sufficient to provide sustainable tourist and commercial activities on LBK and, if not, what level of density would be required to ensure sustainability of these activities?
4. What steps could the town take to reduce the number of non-conforming properties on the island, while maintaining and enhancing the unique character of the island?
5. Should the density limitations be revised to allow the existing number of non-conforming units to be declared conforming and, if yes, what level of density and what changes to the non-conforming regulations would be appropriate to ensure preservation of LBK's character?

Tourism

More than half of the properties zoned for tourism uses on LBK have been redeveloped as high-end residential properties with little likelihood of ever converting back to tourism uses. In addition, a majority of properties currently used for tourism are over 30 years old and are not zoned for tourism uses. They are, therefore, non-conforming and are unable to redevelop with modern tourism amenities. There may be the potential for LBK to lose a significant number of tourism units as the non-conforming properties redevelop to allowable uses.

Recognizing that a sizable percentage of LBK residents first came to the island as visitors, the importance of tourism to the vitality of LBK and the desire to ensure that LBK remains a market for upscale retirement investment, the following questions should be addressed:

6. Does the town currently have sufficient tourism zoning in the appropriate locations to ensure that LBK remains a premier upscale tourist destination and, if not, should the town explore options for re-designation and/or expansion of the tourism zoning in certain locations?
7. How can we ensure that LBK continues to attract the type of tourism clientele who will seek to invest in the community on a long-term basis?
8. Considering the age of the tourist properties available on LBK, what steps could the town take to encourage upgrades/expansions to these properties and would these steps be likely to have an appreciable positive impact on the local tourism industry and the local economy?
9. How much support does tourism provide to our local economy and tax base and should the town take steps to encourage additional tourism?

Residential

Based on the 2010 U.S. Census, approximately 80 percent of the permanent population of LBK is over 60 years of age, with 70 being the median age. Given the changes in the economy over the last decade, the looming "Baby-Boomer" emergence into retirement, and the aging housing supply on LBK, the following questions should be addressed:

10. Is the town's current resident demographic sustainable and are there methods that the town should be utilizing to maintain a competitive position in terms of our attractiveness as an upscale residential community, while ensuring the continuation of the unique character and quality of life that exists on LBK?
11. Is it advisable for the town to expand the residential base through attracting more family-oriented households, younger Baby-Boomers or other full-time residents and, if yes, what steps would the town need to take to attract these groups to the island?
12. Is the town's current housing supply sufficient in quality, quantity, and type to meet the needs of the future residents of LBK and, if not, what steps does the town need to take to ensure that the future housing needs of residents are met?

Commercial

The population of LBK will typically increase by double-to-triple numbers during the tourist season. The north and south ends of the island are also uniquely characterized, with the majority of the larger resort-style properties and approximately two-thirds of the permanent population located at the south end of LBK. Understanding that the seasonality of demand presents challenges to our commercial businesses and the differences in population on the two halves of the island, the following questions should be addressed:

13. Does LBK currently have the appropriate amount of commercially-zoned land in the appropriate locations for the population and, if not, should the town explore reduction or expansion of commercially zoned properties at certain locations on the island?
14. Is the current mix of commercial activity on the island sufficient for the demographic resident population and tourism needs of LBK and, if not, which sectors should the town target and what steps could the town take to encourage such commercial activity?
15. Is there sufficient demand for mixed-use development/redevelopment on vacant and non-performing commercial properties to warrant encouragement of mixed-use developments and, if yes, what changes should the town make to encourage these developments while maintaining the unique character of LBK?

Land Use and Zoning

The challenges of a barrier island location, the age of the existing housing stock, and current FEMA regulations present a unique set of parameters for land use planning and zoning regulations. Based on these conditions and the desire to maintain the upscale character of LBK, the following questions should be addressed:

16. Is our land use plan and allocation of zoning consistent with the objectives for achieving a sustainable mix of uses and activities that will enhance the residential community of LBK?

17. Are our regulations sufficient to allow redevelopment and/or renovation of aging properties while maintaining the unique upscale character of LBK and, if not, what changes could be made to the regulations to ensure and encourage older properties the opportunity to redevelop and/or renovate?
18. Should form-based codes and/or architectural standards be utilized for all or portions of the town to best achieve the goals and vision of LBK?
19. Does our land use plan and allocation of zoning focus the appropriate balance between commercial and residential uses and, if not, which areas should receive more attention in order to accomplish the goals of the community?

DRAFT

Attachment B - Actions and Deliverables

Invoice #1 - \$30,000 - Mobilization Funds for:

- Pre-panel discussions with sponsor and logistics
- Delivery within 7 days of contract execution

Invoice #2 - \$90,000

- Preparation of draft panel report
- Preparation of summary presentation
- Staff hours for on-site work
- Data gathering on-site
- Delivery by October 2013

Invoice #3 - \$5,000

- Preparation of final draft panel report
- Copy-editing
- Artwork and layout of report
- Printing of report
- Staff hours for post-panel work
- Delivery of Draft within 45 days of completion of panel
- Delivery of Final within 90 days of return of draft from sponsor

All invoices are due within 30 days.



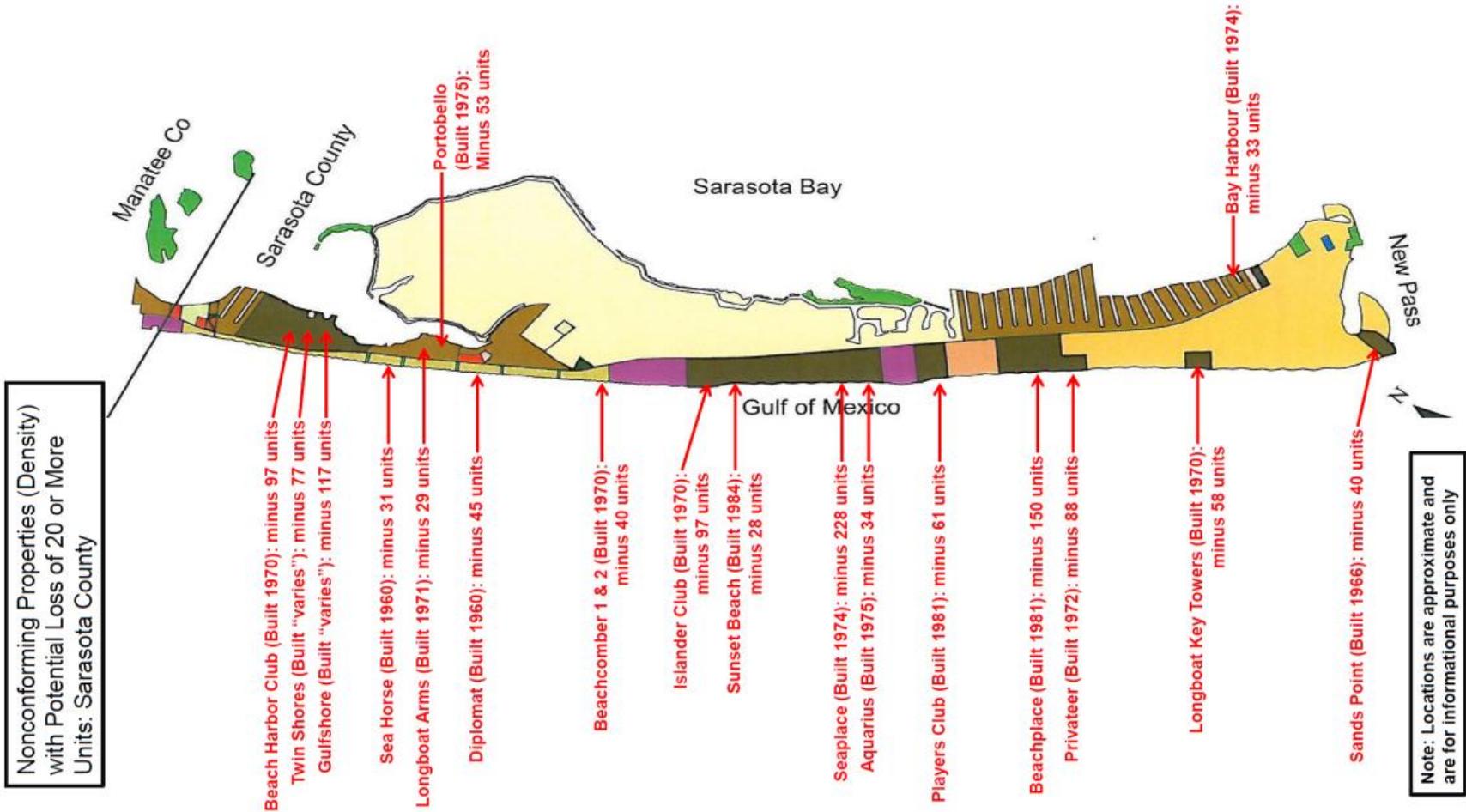
**Urban Land Institute
Proposed Questions**

June 3, 2013

**Town Commission
Special Meeting**

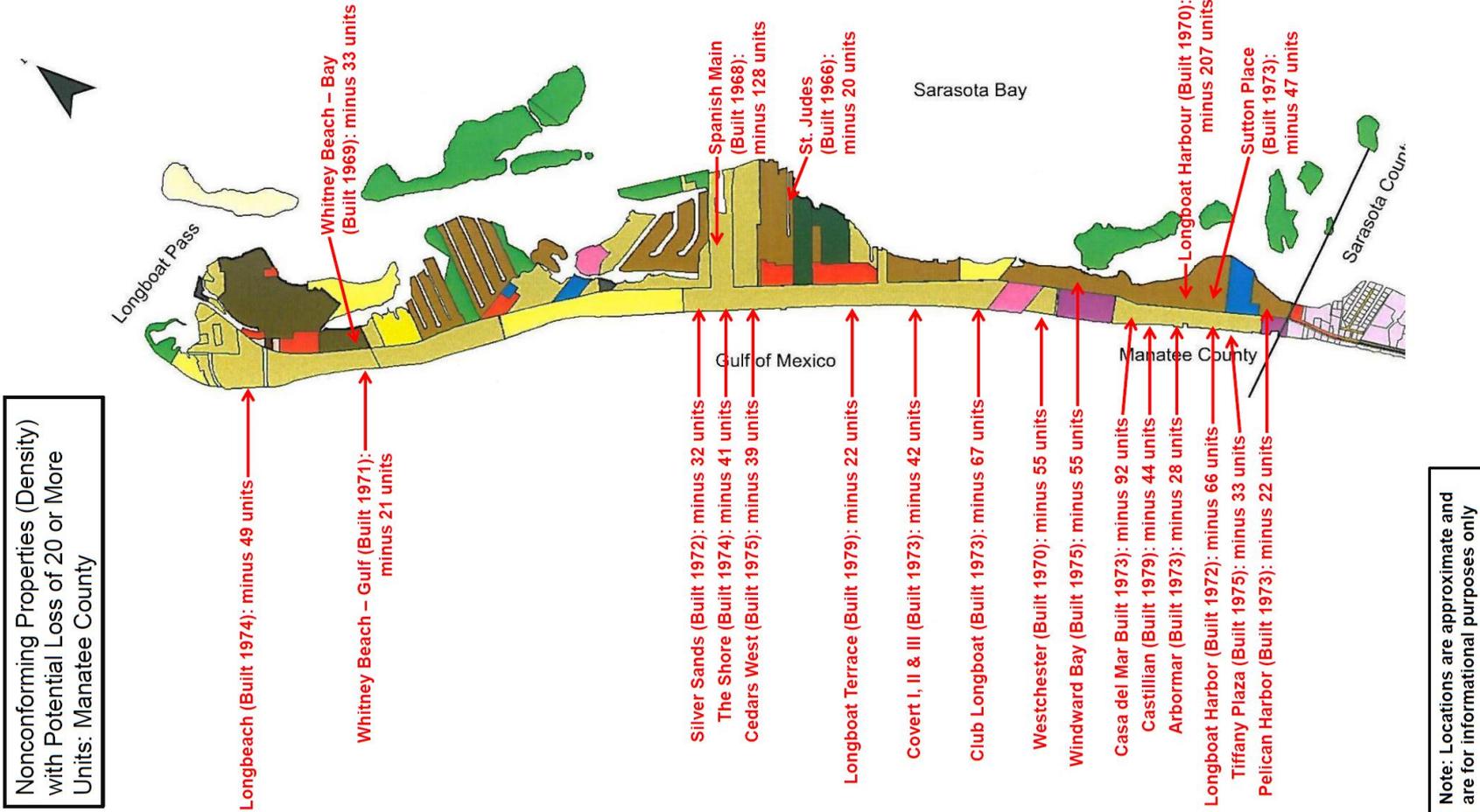


NONCONFORMING DENSITY: SARASOTA CO.





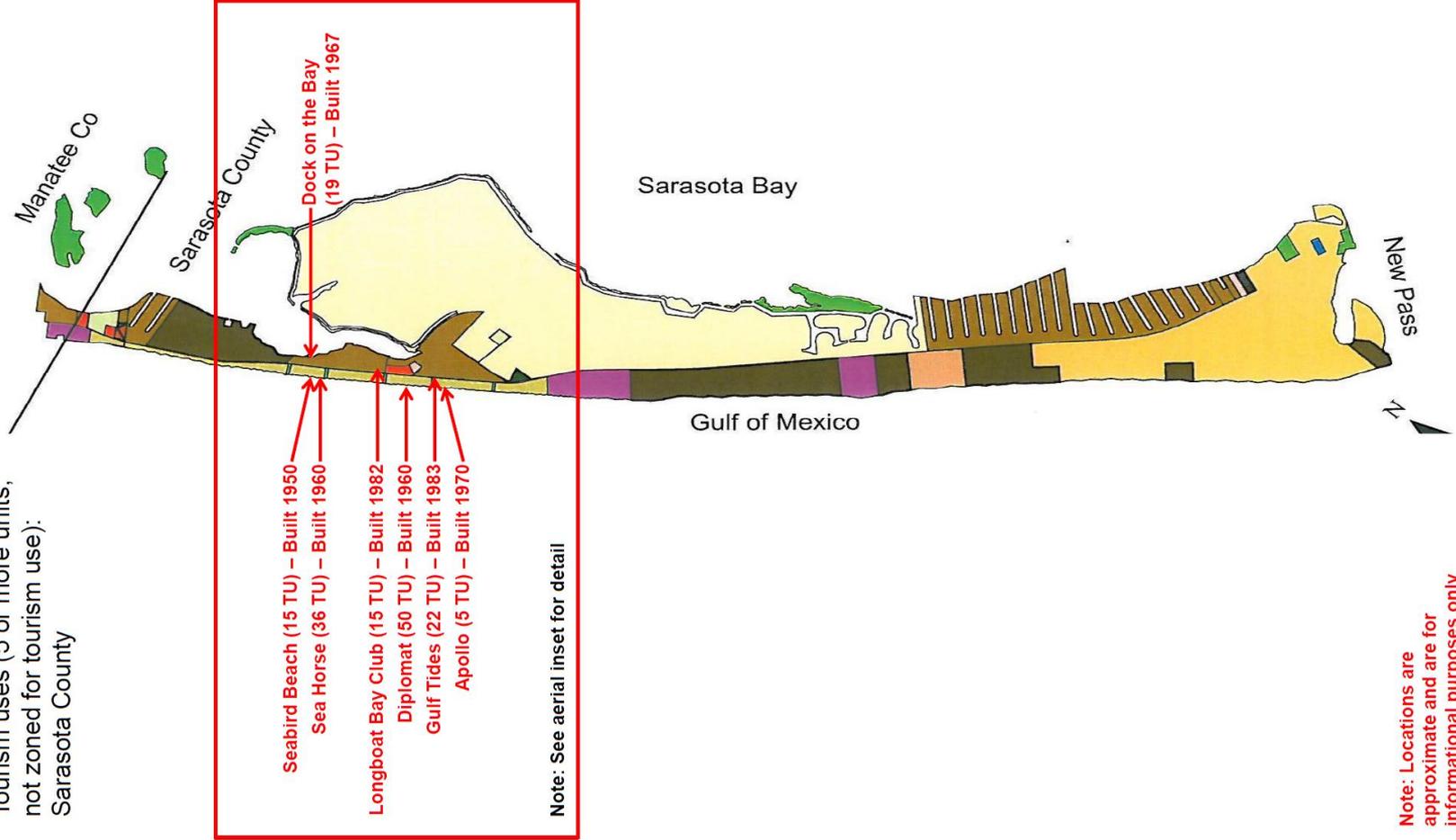
NONCONFORMING DENSITY: MANATEE CO.





NONCONFORMING TOURISM: SARASOTA CO.

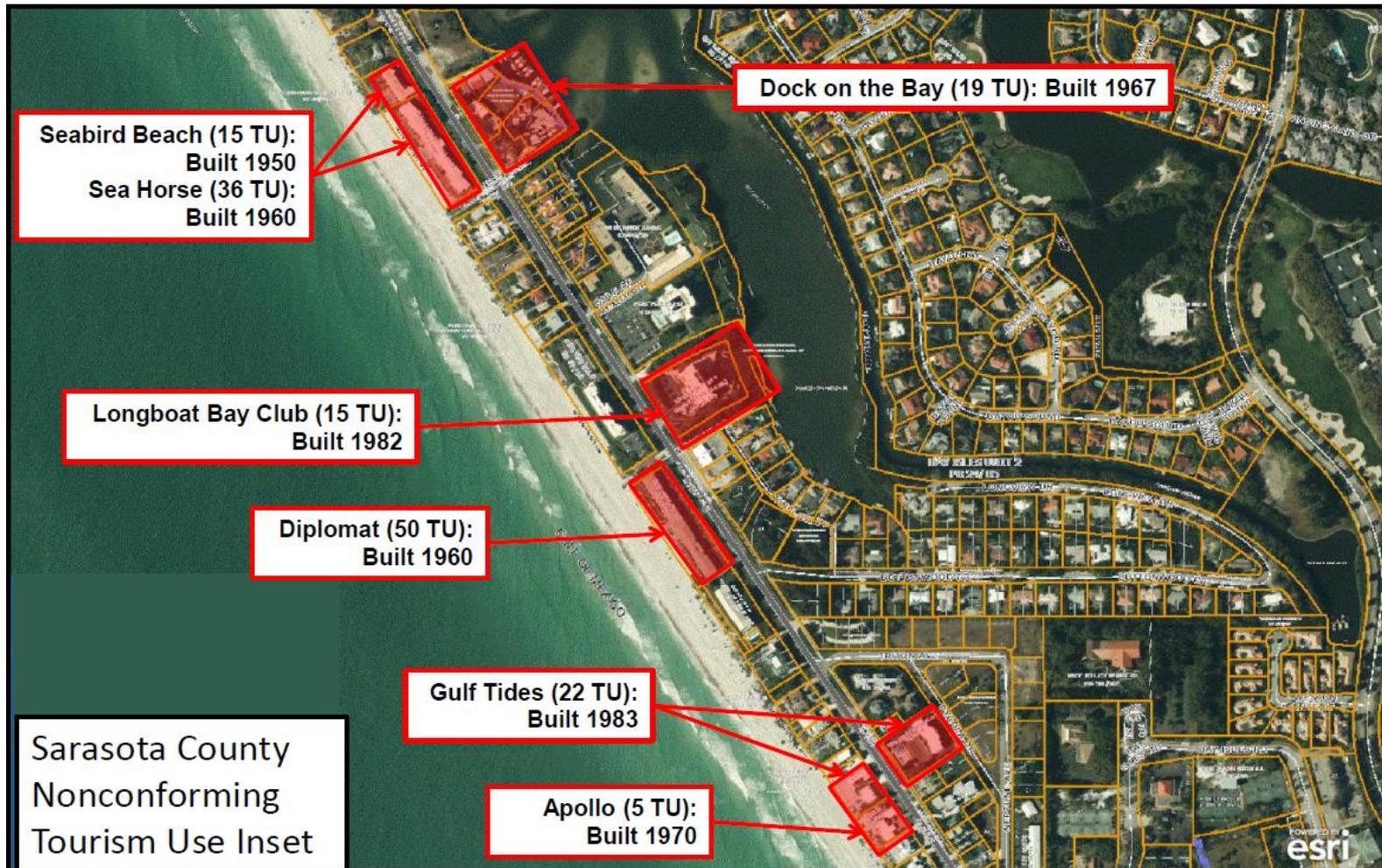
Properties with grandfathered Tourism uses (5 or more units; not zoned for tourism use):
Sarasota County



Note: Locations are approximate and are for informational purposes only



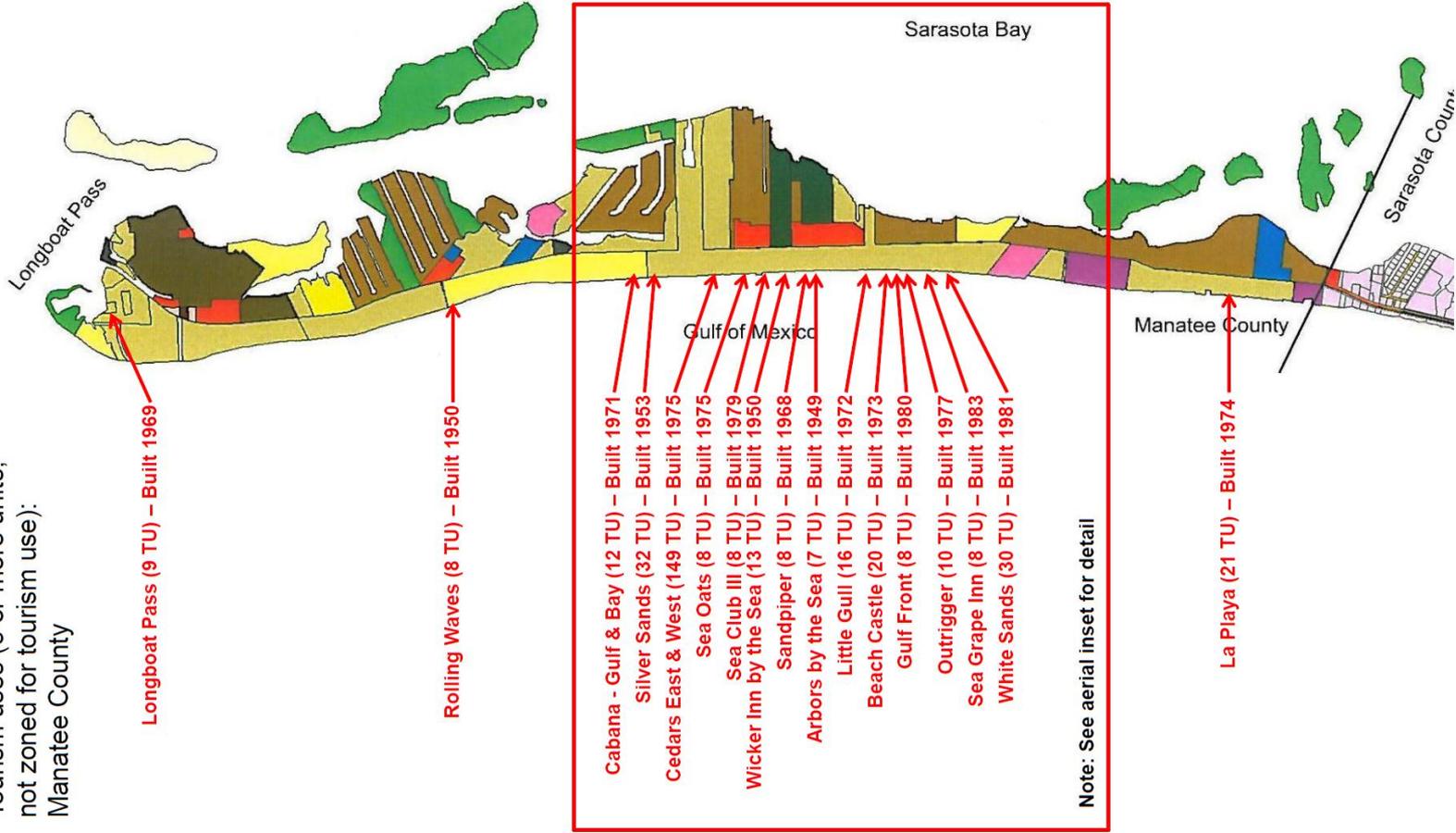
NONCONFORMING TOURISM: SARASOTA INSET





NONCONFORMING TOURISM: MANATEE CO.

Properties with grandfathered Tourism uses (5 or more units; not zoned for tourism use); Manatee County



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NONCONFORMING TOURISM: MANATEE INSET



TOWN OF LONGBOAT KEY



Questions?



End of Agenda Item