

M E M O R A N D U M

DATE: June 11, 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 June 3, 2013 Special Meeting the Town Commission considered draft questions and discussed the focus of the ULI study. The Commission established a work group which conducted a work session on June 10, 2013 in order to refine the draft questions. A total of 27 people attended the work session. The refined questions were posted on the Town's website and made available for public comments. The work group reconvened on June 14, 2013 to finalize the draft questions.

These questions can be replaced, edited, combined, and/or deleted in your deliberation. Once approved, the questions will serve as the Scope of Work for ULI.

This information is placed on the June 17, 2013 Regular Workshop Meeting agenda for Commission discussion and direction. Pending Regular Workshop Meeting discussion, the Commission may take formal action on the proposed contract and draft questions at the June 17, 2013 Special Meeting.

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.

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 installment 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

Draft Questions

Will be distributed upon completion

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.

TOWN OF LONGBOAT KEY



URBAN LAND INSTITUTE DRAFT QUESTIONS

JUNE 17, 2013



ULI SUBCOMMITTEE

- Held two public meetings to discuss draft questions - June 10, 2013 and June 14, 2013
- Public attendance
 - June 10, 2013 – 19 in attendance
 - June 14, 2013 – 5 in attendance
- Reached consensus on ten (10) questions
- Questions forwarded to Town Commission for consideration



QUESTION 1

Longboat Key has an adopted Vision Plan. How realistic is it and does it contain the appropriate elements to help ensure that Longboat Key remains a premier residential and visitor destination? Which elements work or do not work, why, what recommendations can be made to ensure the plan is relevant to future residents and visitors, and how do we measure our progress?



QUESTION 2

Who will be the likely future residents and visitors of Longboat Key over the next 20 years (age, retired/families, Full-time/Part-time, etc.)? How do we target and attract those who are most likely to help Longboat Key remain a viable premier residential and visitor destination, with both short and long-term objectives?



QUESTION 3

What should be the balance of residential, tourism and supportive commercial services to ensure Longboat Key's status as a premier residential and visitor destination?



QUESTION 4

Much of the building stock on Longboat Key is aging. How should the Town encourage revitalization to make properties attractive for the future?



QUESTION 5

Do the differences in the north-, mid- and south-key warrant separate planning efforts? If so, what would be the primary elements of those plans?



QUESTION 6

What challenges and opportunities should the Town be aware of that are likely to influence our future and how can the Town prepare for them?

e.g.:

- Market and regional forces
- Demographics
- Changes in resident and visitor expectations
- Recreational and lifestyle trends



QUESTION 7

What innovations or creative approaches should Longboat Key be developing to address challenges in community infrastructure that could be applied on Longboat Key?

Key Areas:

- Natural Systems
- Technology/Communications
- Waterfront/Water-related
- Arts and Culture
- Island-based Medical Services
- Transportation



QUESTION 8

What are Longboat Key's most important assets?
How should we protect, enhance and leverage those to make a better community in the future?
What might we gain or give up when leveraging those assets?



QUESTION 9

How important is the concept of a “Town Center” to Longboat Key? If important, what would be the best attributes of a Longboat Key “Town Center” and where would be the best location for it to be successful?



QUESTION 10

Should Longboat Key have a Community Center and, if yes, what attributes should it include and where should it be located?



SUBCOMMITTEE REQUEST

- The Subcommittee requests that the Town Commission allows them to remain as a “standing committee” during the ULI Briefing Book compilation process for the purpose of assisting staff in the development of the materials.



QUESTIONS?



End of Agenda Item