

M E M O R A N D U M

Date: November 3, 2015

TO: Town Commission

FROM: Dave Bullock, Town Manager

SUBJECT: Joint Project Agreement with Sarasota County for the Expansion and Development of Bayfront Park

The Town and Sarasota County are working together to incorporate the adjacent Sarasota County property into the park and improve the amenities of Bayfront Park. Both the Town Commission and Sarasota County Commission have approved a conceptual plan for the park expansion and improvements. The combination of the Town and County properties has been titled the "Expanded Bayfront Park" for purposes of defining the final project boundaries. In order to formalize the relationship between the Town and County, the following two agreements are required:

1. Interlocal Agreement between Sarasota County and the Town of Longboat Key Regarding the Expanded Bayfront Park Maintenance and Use
2. Joint Project Agreement, Expansion and Development of Bayfront Park

The Joint Project Agreement sets forth the respective obligations and responsibilities of both the Town and County with respect to the design, engineering and construction of the Expanded Bayfront Park. A copy of the Joint Project Agreement is attached.

The Town will design, permit, competitively bid and perform construction administration for the project, in consultation with the County. The County will pay \$2,000,000 or 67% of the project costs, whichever is less. The agreement addresses the mechanism for the Town's requests for funding disbursements from the County.

Pending discussion, approve execution of the Joint Project Agreement with Sarasota County.

JOINT PROJECT AGREEMENT
(Expansion and Development of Bayfront Park)

This Joint Project Agreement (“JPA”), to construct the expansion and development of Bayfront Park, located in the Town of Longboat Key within Sarasota County is made and entered into as of the date of execution by both parties, by and between Sarasota County, Florida, a political subdivision of the State of Florida (the "County") and the Town of Longboat Key, a municipal corporation of the State of Florida (the "Town") (collectively referred to as the “Parties”):

WITNESSETH

WHEREAS, the County and the Town are mutually interested in providing and making available recreation programs, activities and facilities for community use and the benefit of their citizens; and

WHEREAS, the County and the Town acknowledge the advantages and the importance of providing recreational amenities that serve a public purpose in promoting community interest and welfare; and

WHEREAS, the Town has owned and operated Bayfront Park, situated between Gulf of Mexico Drive and Sarasota Bay in Sarasota County for more than 30 years and, during that period, the Town maintained and expanded the Park as adjacent parcels have become available (“Original Bayfront Park”); and

WHEREAS, in 2007, through the Neighborhood Parkland Acquisition Program (established pursuant to County Ordinance No. 2005-062), the County acquired a 3.54-acre Gulf-to-Bay property, located within the municipal boundaries of the Town and immediately adjacent to the Original Bayfront Park (the "Bayfront Park Addition"). The Original Bayfront Park and the Bayfront Park Addition (together, referred to as the “Expanded Bayfront Park” or “Project”) are more specifically described on Composite Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the County's acquisition of the Bayfront Park Addition provides an opportunity for the County and the Town to collaborate on plans to expand the footprint and amenities of the Original Bayfront Park so as to preserve waterfront Gulf-to-Bay parcels for public recreational use; and

WHEREAS, in 2008, pending adoption of an agreement regarding the duties and responsibilities of the Parties with respect to construction of the Expanded Bayfront Park, the County and the Town entered into a Memorandum of Understanding (County Contract No. 2008-159) establishing general terms with respect to interim use and maintenance of the property; and

WHEREAS, the County and the Town have worked with the community and stakeholders to develop an Expanded Bayfront Park concept plan (“Park Concept Plan”) and have received public input during multiple public meetings and workshops; and

WHEREAS, in consultation with County staff, the Town procured a consulting team to complete a final Park Concept Plan of the Expanded Bayfront Park, attached hereto as Exhibit B; and

WHEREAS, the Park Concept Plan was approved by the Town Commission of the Town of Longboat Key on March 2, 2015 and by the Board of County Commissioners on June 3, 2015; and

WHEREAS, it is anticipated that the County and Town staffs will continue to work together during the design, engineering and construction phases of the Expanded Bayfront Park to provide the various amenities depicted on the Park Concept Plan for the public's benefit and use; and

WHEREAS, in conjunction with this JPA, the County and the Town have entered into an Interlocal Agreement setting forth their respective obligations and responsibilities with respect to the maintenance and use of the Expanded Bayfront Park; and

WHEREAS, the County and the Town desire to enter into this JPA setting forth their respective obligations and responsibilities with respect to the design, engineering and construction of the Project.

NOW THEREFORE, in consideration of the mutual covenants and obligations contained herein, it is agreed as follows:

Section 1 – Incorporation

The recitals set forth above are incorporated herein in their entirety.

Section 2 – Expansion and Redevelopment of Bayfront Park

The County and Town agree that the Park Concept Plan attached hereto and incorporated herein as Exhibit B represents a general plan for the expansion and redevelopment of the Original Bayfront Park, and the improvement of the Bayfront Park Addition. The Park Concept Plan shall form the basis for design, engineering and construction of the Expanded Bayfront Park, including amenities and landscaping depicted on the Park Concept Plan (the "Project"). Notwithstanding the foregoing, the parties recognize and acknowledge that modest changes to the attached Park Concept Plan may be dictated by construction and engineering considerations and may cause slight changes in the as-built plan. All changes to the Park Concept Plan and associated costs shall be mutually approved in writing by the County Administrator or designee and the Town Manager or designee before commencement.

- 2.1** In consultation with the County, the Town shall design, obtain necessary permits, competitively bid and perform construction administration for the Project as depicted on the Park Concept Plan. Town will obtain all the rights necessary for the performance of work under this JPA. The County shall review and approve all elements of the design and construction for the Project before they are finalized and, at the discretion of the County,

may participate in any procurement process or oversight of the Project in partnership with the Town.

2.2 The Town has contracted with Wannemacher Jensen Architects who has retained the services of Construction Consultants & Associates, Inc. to prepare a conceptual design budget for the Project, which includes a breakdown of costs for which the Town and the County are individually responsible, attached hereto as Exhibit C and incorporated herein (“Conceptual Budget”).

2.2.1 Pursuant to the Conceptual Budget, the total Project cost is estimated to be \$3,112,968.00 with landscaping and irrigation costs to be determined (“Project Costs”).

2.2.2 As indicated in the Conceptual Budget, 40% of the Project Costs or approximately \$1,342,777.00 is attributable to the Bayfront Park Addition (“County Project Costs”) and the balance of \$1,770,192.00 is attributable to redevelopment of the Original Bayfront Park (“Town Project Costs”).

2.2.3 Notwithstanding the foregoing, the Parties recognize and acknowledge that landscaping and irrigation costs and modest changes to the Park Concept Plan, as approved by the County Administrator and the Town Manager, may result in slight changes to the Project Costs.

2.3 Subject to funding limitations set forth below, the County has agreed to provide funding for the County Project Costs and for a portion of the Town Project Costs, for a total County contribution to Project Funding of an amount not to exceed \$2,000,000.00, or 67% of the Project Cost, whichever is less (“County Project Funding”). The County Project Funding is derived from three restricted funding sources and must be allocated as follows:

2.3.1 Infrastructure Surtax Funds: up to \$650,000.00 to be used toward design and construction costs of the Project pursuant to Section 212.055(2), Florida Statutes;

2.3.2 Neighborhood Parkland Funds: up to \$1,300,000.00 to be used for “start-up” activities, as defined in County Resolution No. 2013-155, on the Bayfront Park Addition only; and

2.3.3 Tourist Development Tax Proceeds: up to \$50,000.00 to be used for the beach access portion of the Bayfront Park Addition only as shown on the Park Concept Plan.

2.4 Prior to execution of the construction contract, the Town shall submit a copy of the contract, with a schedule of values, to the County for review

and written approval by the County Administrator or designee. All services and work performed by the Town's contractors shall be in conformance with plans and specifications approved by the Town and the County. In consultation with the County, the Town shall manage and resolve all questions, difficulties and disputes of whatever nature, which may arise under or by reason of the construction of the Project. Nothing in this JPA shall be construed to create, or be implied to create, any relationship between the County and any consultant or contractor of the Town.

- 2.5** The Town shall require the contractor(s) to procure and maintain during the life of the Project all insurance necessary to protect the Town and the County in amounts as determined by the Town. Such insurance policies shall name both the Town and the County as additional insureds and shall indemnify both the Town and the County, their agents, employees, commissioners, officers and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the Project contractor(s) arising out of or in any way connected with the Project. The Town shall further require the contractor(s) to execute and record in the public records a payment and performance bond pursuant to Section 255.05 Florida Statutes.
- 2.6** The Town shall commence and complete the Project and meet the task deadlines in accordance with the Project Schedule set forth in Exhibit D, attached hereto and incorporated herein, as amended by any extensions of time mutually agreed upon in writing by the Town and the County.

Section 3 – County Funding Disbursement

- 3.1** The Town shall require that the contractor(s) submit detailed invoices, with a cost breakdown attributable to the tasks performed on the Original Bayfront Park site (the Town) and on the Bayfront Park Addition (the County). Project Costs for the Bayfront Park Addition shall be further broken down to Gulf-side and Bay-side tasks. All invoices shall contain sufficient detail to indicate the description of the work performed and the cost assigned to each Party for that work. The requests for payment submitted by the Town to the County shall contain the same level of detail as required above for contractor(s) invoices to the Town. The requests for payment shall include a representation that the payment being sought complies with the provisions of this JPA and any exhibits hereto. Requests for payment shall be sent to:

Sarasota County Government
1660 Ringling Blvd, 5th Flr
Sarasota, FL 34236
Attn: Carolyn Brown, Director
Parks, Recreation and Natural Resources

- 3.2** Following verification of all costs and work/services being invoiced to the County, the County shall remit payment to the Town pursuant to the Florida Prompt Payment Act.
- 3.3** Subject to funding limitations set forth in Section 2.3 above, at the conclusion of the Project and finalization of the total Project Cost, the County shall reimburse the Town the difference between the amount the County has paid for its share of the Project Cost pursuant to Section 3.1 above and 67% of the total Project Cost or \$2,000,000.00, whichever is less. In no event, shall the County's share of the Project Cost exceed 67% of the total Project Cost or \$2,000,000.00, whichever is less.
- 3.4** All payments not made prior to October 1 of any single year are subject to future annual budget appropriations.

Section 4 – Maintenance and Use of the Expanded Bayfront Park

Simultaneous with the execution of this Joint Project Agreement, the Parties shall execute a separate agreement entitled "Interlocal Agreement Between Sarasota County and the Town of Longboat Key Regarding the Expanded Bayfront Park Maintenance and Use", ("Interlocal Agreement") which shall provide for the duties and responsibilities of the County and the Town with respect to the ongoing maintenance and use of the Expanded Bayfront Park.

Section 5 – Failure to Complete

In the event the Town fails to complete the Project pursuant to the Project Schedule and any extensions thereto, the County reserves the right to terminate this JPA at no further cost to County and to complete that portion of the Project on the Bayfront Park Addition.

Section 6 – No pledge of faith and credit

No provision of this JPA shall be construed or interpreted as creating a pledge of the faith and credit of the County or Town within the meaning of any constitutional debt limitation. The parties acknowledge that the scope, term and duration of this JPA are reasonable. No provision of this JPA shall be construed or interpreted as delegating governmental powers, or as a donation or a lending of the credit of the County or Town, within the meaning of the Florida Constitution. No provision of this JPA shall be construed to pledge or to create a lien on any class or source of the County's or Town's moneys, nor shall any provision of this JPA restrict to any extent prohibited by law any action or right of action on the part of any future County Commission or Town Commission. To the extent of any conflict between this Section and any other provision of this JPA, this Section shall take priority.

Section 7 – Insurance and Indemnification

The Town and County agree to maintain liability insurance coverage for the duration of this JPA and to defend, indemnify and save harmless the other party, its agents, officials and employees against all injuries, deaths, losses, damage claim suits, liabilities, judgments, costs, attorney fees and expenses which may accrue against the other party as a consequence of the intentional or negligent acts of the indemnifying party's employees, agents or licensees. Nothing contained in this Section shall constitute a waiver of sovereign immunity or of the limitations on liability provided to either party under the Florida Constitution or general law. Further, the parties acknowledge that the County is self-insured and the Town participates in a pooled self insurance program. In the event of any threatened or impending action that may give rise to a claim by one party against the other for actions related to this JPA, the party seeking indemnification for such claim must promptly give notice to the other party in writing by certified mail. The indemnity provided herein shall not apply to any settlement agreement entered into by one party without the consent of the indemnifying party. The terms of this Section shall survive the termination of the JPA.

Section 8 - Reports and Audits

- 8.1** The Town agrees to provide the County with monthly progress reports identifying the Project timeline and costs expended and budgeted for the Project to date, delineating the costs expended for the Original Bayfront Park and the Original Bayfront Park Addition.
- 8.2** All costs, records and accounts related to the Project may be subject to audit by a representative of the County upon the effective date of this JPA until three (3) years after final closeout of the Project. No separate records will be required to be kept by the Town unless required by statute.

Section 9 – Notification

The Town and County shall notify each other in writing if any changes to the Park Concept Plan are necessary during engineering or construction of Project. In such circumstances, the parties shall provide such notification to the following designees:

If to the County: Carolyn Brown, Director,
Parks, Recreation and Natural Resources
1660 Ringling Blvd, 5th Flr
Sarasota, FL 34236

If to the Town: David R. Bullock, Town Manager
Town of Longboat Key
501 Bay Isles Road
Longboat Key, FL 34228

Section 10 – Effective Date; Term

The Effective Date of this JPA shall be the date of the last signatory hereto and this JPA shall remain in full force and effect until the Project has been deemed complete by the Town and County and upon completion of all obligations under this JPA by the Parties hereto.

Section 11 – Ownership of Park Facilities and Recreation Amenities

All current and future Park Facilities and Recreation Amenities and other improvements located on the Original Bayfront Park site shall be the property of the Town and all current and future Park Facilities and Recreation Amenities located on the Bayfront Park Addition site shall be the property of the County.

Section 12 - Dispute Resolution

In the event of a dispute between the Town and County regarding the delivery of services under this JPA, the Town Manager and the County Administrator or their designated representatives shall review such dispute and options for resolution. Any dispute not resolved by the representatives shall be referred to the Town Manager and the County Administrator. The decision of the Town Manager and County Administrator regarding the dispute shall be final. In the event the Town Manager and County Administrator are unable to agree, the matter shall be referred to the respective Commissions to be resolved in a joint meeting. This process shall substitute for the dispute resolution process set forth in Chapter 164, Florida Statutes.

Section 13 - Force Majeure

- 13.1** Except for any payment obligation by either party, if either the County or Town is unable to perform, or is delayed in its performance of any of its obligations under this JPA by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for the County or Town to correct the adverse effect of such event of Force Majeure.
- 13.2** An event of "Force Majeure" shall mean the following events or circumstances to the extent that they delay the County or Town from performing any of its obligations (other than payment obligations) under this JPA:
 - 13.2.1** Strikes and work stoppages unless caused by a negligent act or omission of either party;
 - 13.2.2** Acts of God, tornadoes, hurricanes, floods, sinkholes, fires, explosions, landslides, earthquakes, epidemics, quarantine, pestilence, and extremely abnormal and excessively inclement weather;

13.2.3 Acts of public enemy, acts of war, terrorism, effects of nuclear radiation, blockages, insurrection, riots, civil disturbances, or national or international calamities; and

13.2.4 Suspension, termination or interruption of utilities necessary to the performance of the obligation.

13.3 In order to be entitled to the benefit of this section, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party specifying in detail the event of Force Majeure and shall further be required to diligently proceed to correct the adverse effect of any Force Majeure. The terms of this Section shall survive the termination of this JPA.

Section 14 – Entire Understanding

This JPA and the “Interlocal Agreement Between Sarasota County and the Town of Longboat Key Regarding the Expanded Bayfront Park Maintenance and Use” of the same date embody the entire understanding of the Parties regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, in effect between parties relating to the subject matter hereof. This JPA may be amended or modified only by an instrument of equal formality executed by authorized representatives of the County and the Town.

Section 15 – Severability

If any provision of this JPA or any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this JPA which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this JPA, and to this end the provisions of this JPA are declared to be severable.

Section 16 – Mutual Benefit

This JPA is for the mutual benefit of the named parties only and nothing in this JPA either expressed or implied is intended or shall be construed to confer upon or give any contractor, bidder, or other vendor, or any of their officers or employees, or any other person, corporation or governmental entity other than the parties themselves, any right, remedy, or claim under or by reason of this JPA.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Project Agreement on the dates indicated below.

TOWN OF LONGBOAT KEY, FLORIDA

By: _____
Jack G. Duncan, Mayor

Date: _____

ATTEST:

Trish Granger
City Clerk

Approved as to form and correctness:

Town Attorney

ATTEST:
KAREN E. RUSHING, Clerk of
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners
of Sarasota County, Florida

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF SARASOTA COUNTY, FLORIDA

By: _____
Chair

Date: _____

Approved as to form and correctness:

By: _____
County Attorney

COMPOSITE EXHIBIT A

Expanded Bayfront Park (Legal Descriptions and Maps)

Original Bayfront Park

Parcel Identification No. 0002040011

Parcel Description: TOWN OF LONGBOAT COM AT INTRS W R/W OF GULF OF MEXICO DR & N LINE OF SEC 6-36-17, TH SLY ALG CURVE TO RIGHT 201.8 FT TH S-12-35-E 161.1 FT TH N-58-05-E 105.4 FT TO ELY R/W OF GULF OF MEXICO DR FOR POB TH S-12-55-E 211.52 FT TH N-58-05-E 440 FT M/L TO WATERS OF SARASOTA BAY, TH NWLY ALG BAY 200 FT M/L TH S-58-05-W 340.8 FT TO POB, ALSO LOT 2 AT GTE-LONGBOAT KEY & TRACT DESC AS COM AT INTRS W R/W OF GULF OF MEXICO DR & N LINE OF SEC 6-36-17, TH SLY ALG CURVE TO RIGHT 201.8 FT TH S-12-55-E 636.6 FT TH N-58-05-E 105.76 FT TO E R/W OF GULF OF MEXICO DR, TH N-58-55-E 200 FT FOR POB TH N-13-19-W 105.85 FT TH N-58-05-E 314 FT M/L TO SARASOTA BAY TH SLY ALG BAY TO PT LYING 200 FT SLY FROM LAST LINE TH S-58-05-W 470 FT M/L TH N-13-19-W 105.47 TO POB CONTAINING 4.0 C-AC M/L OR 2303/72, 2607/2325, 9817/4177

Parcel Identification No. 0002040009

Parcel Description: BEG AT CM AT INTRS OF W LINE OF JOHN RINGLING PKWY WITH N LINE OF SEC 6-36-17 TH SLY ALG SAID PKWY & ALG A CURVE TO THE RIGHT WITH A RADIUS OF 992.14 FT A DISTANCE OF 201.8 FT TO END OF SAID CURVE TH CONT ALG SAID W LINE OF PKWY & ALG A TANGENT WHICH BEARS S-12- 55-E 161.1 FT TH N-58-05-E 105.76 FT TO ELY R/W LINE OF SAID JOHN RINGLING PKWY FOR POB TH N-12-55-W ALG PKY 105.76 FT TH N-62-55-E 316.7 FT TO SEAWALL AT SARASOTA BAY TH SELY ALG SEAWALL 73.9 FT TO A PT LYING IN A N-58-05-E DIRECTION FROM POB TH S-58-05-W 340.01 FT TOP POB

Bayfront Park Addition

Parcel Identification No. 0002050001

Parcel Description: BEG AT INTRS W ROW LINE GULF OF MEXICO DR & N LINE LONGBOAT KEY ESTATES SUB PB 5 PG 98 TH S-58- 05-W 90 FT M/L TH N-31-55-W 100 FT TH N-58-05-E FT TH S ALG W R/W LINE GULF OF MEXICO DR 101.22 FT M/L TO POB

Parcel Identification No. 0002050008

Parcel Description: BEG AT INTRS W LINE GULF OF MEXICO DR WITH N LINE OF SEC 6 TH SLY ALG GULF OF MEXICO DR ALG A CURVE TO RIGHT WITH A RADIUS OF 992.14 FT A DISTANCE OF 201.8 FT TO END OF SAID CURVE TH CONT ALG SAID W LINE OF RD, ALG A TANGENT WHOSE BEARING IS S-12-55 -E 650.6 FT TO PC TO LEFT WITH A RADIUS OF 1323.57 FT TH S-14-53- E ALG A CHORD OF SAID CURVE 90.6 FT TH N-58-05-E 102.2 FT TO A PT ON ELY LINE OF GULF OF MEXICO DR FOR POB TH CONT N-58-05-E 130 FT TH S-58-29-E 67.1 FT TH S-58-05- W 59.5 FT TH S-31-55-E 20 FT TH S-58-05-W 121 FT TO ELY R/W OF GULF OF MEXICO DR TH NWLY ALG ELY R/W LINE 82.6 FT TO POB

Parcel Identification No. 0002050009

Parcel Description: LOT 1, ROGER KOCH SUB, CONTAINING 1.5 C-AC M/L

Parcel Identification No. 0002050012

Parcel Description: LOTS 2, 3 & 4, ROGER KOCH SUB, CONTAINING 1.5 C-AC M/L

COMPOSITE EXHIBIT A
 Expanded Bayfront Park
 (Legal Descriptions and Maps)



COMPOSITE EXHIBIT A

Expanded Bayfront Park (Legal Descriptions and Maps)



EXHIBIT B Park Concept Plan



EXHIBIT C

Conceptual Budget

C C & A
CONSTRUCTION CONSULTANTS & ASSOCIATES, INC.

PROJECT : Bayfront Park
LOCATION : Longboat Key, FI
FILE NAME : Conceptual Budget

DATE : 05/07/15
PROJ # : 2015.109
PAGE : 1 OF 2

DESCRIPTION	QTY.	UNIT	UNIT COST	TOTAL	Sarasota County Prop Breakout	County's Percentage of Total
Conceptual Design Budget						
Existing - Remains as is						
Tennis courts						
Shuffleboard						
Seawall & Docks, Piers						
Mangroves						
Demolition \$27,500						
Parking/Pavements	1	ls	25,000.00	25,000	2,500	10.00%
Basketball court	1	ls	2,500.00	2,500		
Site Improvements \$1,650,109						
Clear/prep site	360,000	sf	0.15	54,000	23,760	44.00%
Fine Grade site	300,000	sf	0.35	105,000	46,200	44.00%
Excavate/Fill/Retention Ponds	1	ls	45,000.00	45,000	19,800	44.00%
Asphalt roadway	4,187	sy	40.00	167,487	61,600	36.70%
Asphalt parking	1,689	sy	40.00	67,556	w/above	
Traffic/Parking Markings, Signage	1	ls	10,000.00	10,000	1,500	20.00%
Roadway Crosswalks	10	ea	750.00	7,500	1,500	20.00%
Shell area - Kayak dropoff	589	sy	10.00	5,889	0	
Bridges - Wood structures	1,390	sf	38.70	53,793	41,700	50.00%
Conc sidewalks - 5ft wide	20,000	sf	5.00	100,000	10,750	10.75%
Conc pathways - 8ft wide	28,080	sf	5.00	140,400	60,000	37.50%
Shell Sidewalk - 6 ft wide	2,940	sf	1.25	3,675	3,675	100.00%
Restroom Structures	2	ea	75,000.00	150,000	75,000	50.00%
Pavilion Structure	1	ea	25,000.00	25,000	0	0.00%
Picnic table areas	4	ea	10,000.00	40,000	20,000	50.00%
Dumpspter enclosure	1	ea	5,000.00	5,000	0	0.00%
Basketball court w/fence	1	ea	65,000.00	65,000	0	0.00%
Pickleball court	1	ea	25,000.00	25,000	0	0.00%
Kayak Storage Structure	1	ls	30,000.00	30,000	0	0.00%
Dog Park (small & large)	1	ls	50,000.00	50,000	0	0.00%
Storm Water System	1	ls	54,000.00	34,830	15,325	43.99%
Site Lighting - Poles	20	ea	4,500.00	90,000	36,000	40.00%
Park Wi-Fi system	0	ls	50,000.00	0	0	40.00%
Playground Equip	1	ls	200,000.00	200,000	200,000	100.00%
Beach Access Modifications	1	ls	50,000.00	50,000	50,000	100.00%
Pier Improvements Allowance	5	ea	25,000.00	125,000	50,000	40.00%
Landscape/Irrigation				500,000 Allowance	200,000	40.00%
Large Trees	TBD					
Small Trees	TBD					
Palm Trees	TBD					
Ornamental Shrubs/Grasses	TBD					
Existing Area Enhancements	TBD					
Landscape Shrubs 36"oc	TBD					
Sod	TBD					
Playground Rubber Surface	TBD					
Mulch	TBD					
Irrigation	TBD					

EXHIBIT D

Project Schedule

Project Activity	Quarter (1st, 2nd, 3rd, 4th)	Year
Design	3 rd / 4 th	2015
Permitting	4 th / 1 st	2015 - 2016
Bidding	4 th	2015
Commencement of Construction	1 st	2016
Completion of Construction	1 st	2017

(For additional reference to Project Schedule, see Section 2.6 of this Agreement)



End of Agenda Item