AGENDA ITEM 3: MEMORANDUM OF AGREEMENT FOR NORTH AUBURNDALE
MASTER PLANNING AREA

ISSUE: The City Commission will consider a Memorandum of Agreement with several private property owners to conduct a Master Plan for the North Auburndale Planning Area.

ATTACHMENTS:
- Memorandum of Agreement and Map
- Contract for Professional Planning Consulting Services
- Joint Planning Agreement with Polk County – Exhibit C

ANALYSIS: The Joint Planning Agreement (JPA) adopted by the City and Polk County Board of County Commissioners in 2009, identifies the two north-south corridors in the City – Berkley Road to the west, and SR 559 to the east – as residential corridors. The JPA established Desired Development Patterns as a guide to maintain the residential character in these corridors (JPA Exhibit C). Along the SR 559 corridor, there remains only a handful of property owners that still own the majority of the agricultural properties with the potential of developing in the future. These properties are located in both the city limits and in unincorporated Polk County. The City has identified these property owners as Lanier Groves, Gapway Groves, and Wheeler Farms.

In August 2018, City Staff announced that the City was working towards a partnership with these property owners along SR 559 to complete a blueprint, or Master Plan, for the area. Each of the property owners suggested their desire to create a vision of improved quality of life and development for the area. The City believes that a Master Plan would improve their property values as well as positively impact the lives of current and future residents along the SR 559 corridor.

City Staff reached out to Kimley-Horn and Associates, who was already under contract with Lanier Groves, to propose completing a Master Plan for the larger area. Planners with Kimley-Horn provided a scope of services and Contract for Professional Planning Consulting Services. All parties have agreed to share in the cost to complete the Master Plan. The proposed cost of the consultant services agreement is $30,000. The City of Auburndale will contribute one-half the cost, and the remaining half will be split among the property owners based on the total number of acres that each party owns.
City Staff is very pleased to have the support of the property owners, as their support of this initiative is vital to its success. Public support and that of the elected officials (City and County) is also crucial to the Plan. There will be several opportunities for the public to participate in review and comment before adoption of the Master Plan. Public Hearings will be advertised and City Staff has suggested one or more “Town Hall” open information type settings going forward.

There are numerous growth management issues that need to be discussed in this process. They include transportation and transit, water management, school locations, park space, location of neighborhood commercial tracks, and others.

The proposed Agreement pulling the parties together is the first step. In this first phase, the consultant will meet with the property owners and City Staff to study existing conditions and seek the various visions that the owners may have regarding development in the area. This collaboration will eventually produce a blue-print, or action plan, on how to achieve the vision identified during the meetings.

The action before the City Commission is only on the Memorandum of Agreement between the City and three property owners, and the Contract for Planning Services with Kimley-Horn and Associates.

**STAFF RECOMMENDATION:** Approval of the Memorandum of Agreement and the Contract for Professional Planning Services with Kimley-Horn and Associates, Inc.
WORK ASSIGNMENT NO. 01
TO THE CONTRACT FOR PROFESSIONAL CONSULTING SERVICES
FOR PROFESSIONAL PLANNING CONSULTING SERVICES
BETWEEN THE CITY OF AUBURNDALE
AND KIMLEY-HORN AND ASSOCIATES, INC.
SEPTEMBER 7, 2018

SCOPE OF SERVICES

Task A: Kickoff Workshop
Upon receipt of a Notice to Proceed (NTP), Kimley-Horn and Associates ("Kimley-Horn" or "Consultant") will attend a project initiation meeting with City staff. This meeting is intended to identify and confirm the City's desired project / study area, impacts of adjacent properties on the study area, review of the existing code, comprehensive plan and other relevant plans that may affect the study area, project schedule and intended final documents.

Task B: Existing Conditions Review
Kimley-Horn will review the existing conditions within the study area (study area is generally understood to include the boundaries identified by City staff and provided to Kimley-Horn for review) including existing future land use designations, generalized environmental features (no surveyor site-specific analysis is provided or assumed as part of this Scope). It is understood, Kimley-Horn will perform a site visit with City Staff for the purpose of gaining a better understanding of the existing development conditions within the study area. The City will be responsible for providing available land use, demographic and other data and base mapping as may be requested by Kimley-Horn in a GIS format; it is understood that some information may be obtained from Polk County, Regional Planning Council, and or the Water Management District. It is understood Kimley-Horn will not create or amend GIS files, update base mapping or similar.

Task C: Initial Vision Meeting
Kimley-Horn will meet with City staff and targeted stakeholders/property owners as part of one (1) initial visioning meeting for the purposes of identifying key development ideas and opportunities. Kimley-Horn will utilize this information to prepare a generalized land use plan identify the study area boundary, major roadways, generalized development/land use boundaries, and generalized stormwater/environmental features. The City will be responsible for identifying the list of attendees, providing the invitations/ notice of the meeting and securing the meeting location.

Task D: Additional Vision Meetings
Kimley-Horn will attend up to two (2) additional visioning meetings, total, with City staff and targeted stakeholders for the purpose of reviewing the generalized land use plan, soliciting comments, and identify items for revision. Kimley-Horn will provide up to three (3) team members to attend and facilitate the meetings, and prepare related graphics/materials.

Task E: Executive Summary
Kimley-Horn will develop an executive summary or "blueprint" of the plan and its findings for review by the City staff. The Blueprint is intended to provide an overview of future steps and phases that would be necessary to achieve the land use plan, including further feasibility study, comprehensive plan amendments, zoning/land use code amendments, utility analysis, and similar. It is understood, that no land use or code amendments, additional studies are provided as part of this task.
ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates upon request by the City including the following assumptions:

- Environmental review limited to review and summarization of the readily available GIS databases, review of existing documents CONSULTANT prepared for previous projects and review of readily available ERP permits in the area. Limited ground truthing will be performed to confirm findings in the document. A land cover map, species map, and wetlands map will be prepared along with a summary of findings. It is assumed that limited ground truthing will be provided.

- Existing roadway network conditions including summarizing available traffic counts from maintaining agencies (no new traffic counts are included in this task). Base mapping prepared in support of this task will be developed from publicly available map data (GIS) and serve as the basis for analysis, planning, and report exhibits.

III. INFORMATION PROVIDED BY CLIENT

The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project as necessary and in support of the project.

IV. FEE AND BILLING

The Consultant will perform the services in Tasks identified above for the lump sum labor fees identified below. Estimated Fees for Tasks A-E are $30,000 and subject to review and approval of the scope of services noted above by the City. Fees may be adjusted based on additional meetings, staffing, analysis or similar as requested by the City.

V. CLOSURE

This agreement shall be initiated as a work order under the provisions of the Agreement to Furnish Professional Services, dated _________________. As used in the existing contract, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to the City of Auburndale.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please select a billing method from the choices below:

Please email all invoices to ____________________________ @ ________________________

Please email invoices to ____________________________ @ ________________________

AND provide a hard copy to the address listed above (please note below if it should be to someone else's attention or an alternative address).

Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to someone else's attention or an alternative address).

ACCEPTED:

CITY OF AUBURNDALE

BY: ____________________________
TITLE: ____________________________
DATE: ____________________________

KIMLEY-HORN AND ASSOCIATES, INC.

MARK E. WILSON, P.E.

BY: ____________________________
TITLE: SENIOR VICE PRESIDENT
DATE: ____________________________

SEPTEMBER 7, 2018
This agreement is made and entered in this 4th day of February, 2019 by and among the City of Auburndale ("Auburndale"), a municipal corporation created under the laws of the State of Florida, and B L Lanier & Associates ("Lanier"), a Florida General Partnership; Gapway Groves/Strang Groves/Adams Estate ("Gapway"), and Wheeler Farms ("Wheeler"), corporations created under and subject to the laws of the State of Florida (hereafter referred to as "Parties").

WHEREAS, Auburndale has established a water and wastewater utility service area (Auburndale Service Area) within Polk County;

WHEREAS, Lanier owns approximately 498 acres of property in the Auburndale Service Area, Gapway owns approximately 642 acres of property in the Auburndale Service Area, and Wheeler owns approximately 447 acres of property in the Auburndale Service Area;

WHEREAS, a map depicting the Auburndale Service Area and the properties owned by Lanier Groves, Gapway Groves, and Wheeler Farms that are subject to this agreement is attached as Exhibit B;

WHEREAS, the Parties want to create a vision of improved quality of life focused on quality development for the area, and a blueprint that will help them achieve their vision;

WHEREAS, the Parties desire to engage Kimley-Horn to provide professional planning services and guide the Parties toward creating a greater vision for the general area including the Parties' properties and the surrounding areas in the Auburndale Service Area;

WHEREAS, nothing in this agreement shall in any way limit the property rights of the Parties involved to utilize their property as they see fit within the extent of the law during the time of this agreement.

NOW THEREFORE, in consideration of the above stated Recitals, mutual covenants, agreements, and promises contained herein, the parties hereby agree as follows:

Section 1. The Recitals above are correct and true and are hereby incorporated and made part of this Agreement.

Section 2. The Parties agree to hire Kimley Horn to perform the Scope of Work as described in Exhibit A. The total cost of the contract for service is $30,000.

Section 3. Each Party agrees to contribute financially to perform the Scope of Work as described in Exhibit A. The City of Auburndale commits 50% of the cost. Each Party commits their fair share towards the remaining financial commitment, the basis being the percentage of the total acreage (1,587 acres) owned by the Parties.

a. City of Auburndale $15,000
b. Lanier (31.3%) $4,705
c. Gapway (40.4%) $6,070
d. Wheeler (28.1%) $4,225
Section 4. The Effective Date of this Agreement shall be the date on which the last one of the Parties has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date.

CITY OF AUBURNDALE, FLORIDA

By: __________________________
Tim Pospichal, Mayor

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________

“Lanier”

By: __________________________
NAME

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________

“Gapway”

By: __________________________
NAME

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________

“Wheeler”

By: __________________________
NAME

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________
Section 4. The Effective Date of this Agreement shall be the date on which the last one of the Parties has executed this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date.

CITY OF AUBURNDALE, FLORIDA

Signed and sealed in the presence of:

By: ____________________________
    Tim Pospichal, Mayor

Print Name: ____________________________

Dated: ____________________________

Signed and sealed in the presence of:

By: ____________________________
    HELEN HINES

Print Name: ____________________________

Dated: JAN. 24, 2019

Signed and sealed in the presence of:

By: ____________________________
    ____________________________

Print Name: ____________________________

Dated: ____________________________
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date.

CITY OF AUBURNDALE, FLORIDA

Signed and sealed in the presence of:

By: ____________________________
Tim Pospichal, Mayor

Print Name: ____________________________
Dated: ____________________________

"Lanier"

Signed and sealed in the presence of:

By: ____________________________
NAME

Print Name: ____________________________
Dated: ____________________________

"Gapway"

Signed and sealed in the presence of:

By: ____________________________
NAME

Print Name: ____________________________
Dated: 1/30/2019

"Wheeler"

Signed and sealed in the presence of:

By: ____________________________
NAME

Print Name: ____________________________
Dated: ____________________________
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the duly authorized representatives as of the Effective Date.

CITY OF AUBURNDALE, FLORIDA

By: __________________________
Tim Pospichal, Mayor

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________

"Lanier"

By: __________________________
NAME

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________

"Gapway"

By: __________________________
NAME

Signed and sealed in the presence of:

Print Name: __________________________
Dated: __________________________

"Wheeler"

By: __________________________
NAME

Signed and sealed in the presence of:

Print Name: __________________________
Dated: 1/30/2009