

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
TINDALE OLIVER AND ASSOCIATES, INC.
FOR
Doral Décor District Action Plan and Code Revisions**

THIS AGREEMENT is made between **TINDALE OLIVER AND ASSOCIATES, INC.** a Florida corporation, (hereinafter the “Consultant”), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the “City”).

RECITALS

WHEREAS, Tindale Oliver and Associates, Inc. and City, through mutual negotiation, have agreed upon a scope of services, schedule, and fee for the development of the City’s Doral Décor District Action Plan and Code Revisions (the “Project”); and

WHEREAS, during the September 22, 2020 Council Meeting, the Mayor and City Council Members approved Resolution No. 20-190, authorizing the City to enter into an agreement with Tindale Oliver and Associates, Inc. for the development of the City’s Doral Décor District Action Plan and Code Revisions; and

WHEREAS, the City desires to engage Tindale Oliver and Associates, Inc. to perform the services specified below.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Tindale Oliver and Associates, Inc. and the City agree as follows.

1. Scope of Services/Deliverables.

- 1.1 Tindale Oliver and Associates, Inc. shall furnish professional services to the City as set forth in the Scope of Services as specified in “Exhibit A”, attached to this Agreement and incorporated herein by this reference.
- 1.2 The “Scope of Services” includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.

2. Term/Commencement Date.

- 2.1 This Agreement shall become effective upon execution by both parties and shall remain in effect for ten (10) months from the date of execution unless earlier terminated in accordance with Paragraph 6. The City Manager may extend the term of this Agreement up to an additional four (4) months by written notice to Tindale Oliver and Associates, Inc.

- 2.2 Tindale Oliver and Associates, Inc. agrees that time is of the essence and Consultant shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager or his/her designee.

3. Compensation and Payment.

- 3.1 Tindale Oliver and Associates, Inc. shall be compensated in the following manner:

An amount not to exceed SIXTY THOUSAND THREE HUNDRED AND SEVENTY-EIGHT DOLLARS AND NO CENTS (\$60,378.00) to complete Tasks 1, 2, 3 and 4. In person meetings with staff and elected officials must be approved by the City Manager. In person meetings with staff and/or elected officials occurring in the same calendar day shall be billed as one meeting. Tindale Oliver and Associates, Inc. shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. Upon completion of the tasks provided in "Exhibit B", Tindale Oliver and Associates, Inc. shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City shall pay Tindale Oliver and Associates, Inc. in accordance with the Florida Prompt Payment Act.

- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to Tindale Oliver and Associates, Inc. the undisputed portion of the invoice. Upon written request of the Finance Director, Tindale Oliver and Associates, Inc. shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

4. City's Responsibilities.

- 4.1 Furnish to Tindale Oliver and Associates, Inc., at its written request, existing studies, reports, and other data pertinent to the services to be provided by the Tindale Oliver and Associates, Inc.

5. Sub-providers.

- 5.1 Tindale Oliver and Associates, Inc. shall be responsible for all payments to any sub-providers and shall maintain responsibility for all work related to the Service.
- 5.2 Any sub-providers used on the Service must have the prior written approval of the City Manager or his designee.

6. Tindale Oliver and Associates, Inc. Responsibilities.

- 6.1 Tindale Oliver and Associates, Inc. shall exercise the same degree of care, skill, and diligence in the performance of the Services as in ordinarily provided by a consultant under similar circumstances. If at any time during the term of this Agreement, it is determined that Tindale Oliver and Associates, Inc., deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written

notification from the City Manager, Tindale Oliver and Associates, Inc. shall at its sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of Tindale Oliver and Associates, Inc. under this agreement.

7. Termination.

- 7.1 The City Manager may terminate this agreement immediately with cause or upon thirty (30) days written notice to the Tindale Oliver and Associates, Inc. without cause. Cause shall include but not be limited to a failure on the part of Tindale Oliver and Associates, Inc. to: follow the reasonable Service directives of the City; cure a breach of this Agreement within ten (10) days of receiving the notice of breach or five (5) days before the anticipated Service, whichever is less; and/or failure to abide by local, state, and federal laws and regulations in performance of the duties provided herein.
- 7.2 Upon receipt of the City's written notice of termination, Tindale Oliver and Associates, Inc. shall stop work.
- 7.3 In the event of termination by the City, the Tindale Oliver and Associates, Inc. shall be paid for all work accepted by the City Manager up to the date of termination, provided that Tindale Oliver and Associates, Inc. has first complied with the provisions of Paragraph 7.4.
- 7.4 Tindale Oliver and Associates, Inc. shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Service to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.
- 7.5 Tindale Oliver and Associates, Inc. wishes to terminate this Agreement, it must provide the City with sixty (60) days written notice. Failure to provide the City with such days written notice may result in Tindale Oliver and Associates, Inc. being unable to do business with the City in the future.

8. Insurance.

- 8.1 Tindale Oliver and Associates, Inc. shall secure and maintain throughout the duration of this Agreement professional liability insurance. The Certificate of Insurance shall be attached as "Exhibit C" to this Agreement. The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9. Nondiscrimination.

- 9.1 During the term of this Agreement, Tindale Oliver and Associates, Inc. shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, gender identity or gender expression or national origin and agrees to abide by all Federal and State laws regarding nondiscrimination.

10. Attorneys' Fees and Waiver of Jury Trial.

- 10.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 10.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. Indemnification.

- 11.1 Tindale Oliver and Associates, Inc. shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Tindale Oliver and Associates, Inc. performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between Tindale Oliver and Associates, Inc. and third parties made pursuant to this Agreement. Tindale Oliver and Associates, Inc. shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Tindale Oliver and Associates, Inc. performance or non-performance of this Agreement.
- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by Tindale Oliver and Associates, Inc.

12. Notices/Authorized Representatives.

- 12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert P. Childress
 City Manager
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
 City Attorney
 City of Doral, Florida
 8401 NW 53rd Terrace
 Doral, Florida 33166

For Consultant: Jill Quigley
Tindale Oliver and Associates, Inc.
1000 N. Ashley Drive Suite 400
Tampa, FL 33602

13. Governing Law.

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

14. Entire Agreement/Modification/Amendment.

14.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

15. Ownership and Access to Records and Audits.

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from Tindale Oliver and Associates, Inc. providing services to the City under this Agreement shall be the property of the City.

15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of Tindale Oliver and Associates, Inc. involving transactions related to this Agreement.

15.3 The City may cancel this Agreement for refusal by Tindale Oliver and Associates, Inc. to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

15.4 In addition to other contract requirements provided by law, Tindale Oliver and Associates, Inc. shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

(b) 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 this chapter or as otherwise provided by law;

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City 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.

16. No assignability.

- 16.1 This Agreement shall not be assignable unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of Tindale Oliver and Associates, Inc., and such firm's familiarity with the City's area, circumstances and desires.

17. Severability.

- 17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. Independent Contractor.

- 18.1 Tindale Oliver and Associates, Inc. and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

19. Representations and Warranties of Tindale Oliver and Associates, Inc.

- 19.1 Tindale Oliver and Associates, Inc. hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:
- (a) It shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;
 - (b) Tindale Oliver and Associates, Inc. is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;
 - (c) The execution, delivery and performance of this Agreement by Tindale Oliver and Associates, Inc. has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to

render this Agreement a valid and binding instrument enforceable against it in accordance with its terms; and

- (d) Tindale Oliver and Associates, Inc. has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first-class manner.

20. Compliance with Laws.

- 20.1 Tindale Oliver and Associates, Inc. shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.
- 20.2 Tindale Oliver and Associates, Inc. shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable.

21. Non-collusion.

- 21.1 Tindale Oliver and Associates, Inc. certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

22. Truth in Negotiating Certificate.

- 22.1 Tindale Oliver and Associates, Inc. hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current.

23. Waiver

- 23.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

24. Survival of Provisions

- 24.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

25. Prohibition of Contingency Fees.

25.1 Tindale Oliver and Associates, Inc. warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Tindale Oliver and Associates, Inc., to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for Tindale Oliver and Associates, Inc., any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

26. Force Majeure.

26.1 It is understood that performance of any act by the City or Tindale Oliver and Associates, Inc. hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts, pandemic or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs. If the condition of force majeure exceeds a period of fourteen (14) days, the City may, at its option and discretion, cancel or renegotiate the Agreement

27. Counterparts

27.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

28. Interpretation.

28.1 The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

28.2 Preparation of this Agreement has been a joint effort of the City and Tindale Oliver and Associates, Inc. and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

29. Discretion of City Manager.

29.1 Any matter not expressly provided for herein dealing with the City or decisions of the City shall be within the exercise of the reasonable professional discretion of the City Manager.

30. Third Party Beneficiary

30.1 Tindale Oliver and Associates, Inc. and the City agree that it is not intended that any provision of this Agreement establishes a third-party beneficiary giving or allowing any claim or right of action whatsoever by any third party under this Agreement.

31. No Estoppel

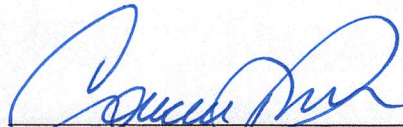
31.1 Neither the City's review, approval and/or acceptance of, or payment for services performed under this Agreement shall be construed to operate as a waiver of any rights under this Agreement of any cause of action arising out of the performance of this Agreement, and Tindale Oliver and Associates, Inc. shall be and remain liable to the City in accordance with applicable laws for all damages to the City caused by Tindale Oliver and Associates, Inc. negligent performance of any of the services under this Agreement. The rights and remedies provided for under this Agreement are in addition to any other rights and remedies provided by law.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

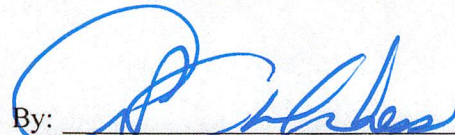
IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL



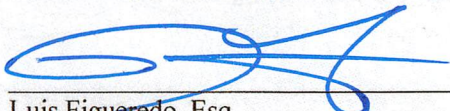
Connie Diaz, City Clerk

By: 

Albert P. Childress, City Manager

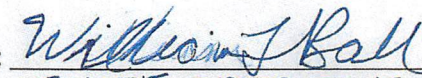
Date: Oct. 20, 2020

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

Tindale Oliver and Associates, Inc.

By: 
Its: CHIEF OPERATING OFFICER
Date: 10/13/2020

Doral Décor District Action Plan and Zoning Code Update Preliminary Scope of Work - August 31, 2020

Introduction

Much has changed since the adoption of the Doral Design District Master Plan in 2010. While the downtown core has experienced significant reinvestment in mixed-use development with vibrant commercial and residential components, there remains capacity to accommodate anticipated commercial and residential growth through infill and redevelopment. The Doral Arts Reuse District has paved the way for the adaptive reuse of industrial structures north of the downtown core to support arts and entertainment. Additionally, the COVID-19 outbreak has highlighted the value of retaining a balanced tax base that retains industrial and heavy commercial uses.

This project will evaluate opportunities to refine the Doral Design Plan through creation of a Doral Décor District Action Plan and revisions to the City's zoning code to facilitate desired changes to existing development patterns in the City's Décor District, which covers the same area as the Doral Design District. Due to budget limitations, this scope assumes that City staff will bear responsibility for coordination with the Planning Commission and any Comprehensive Plan amendments.

1.0 Update Existing Conditions Assessment

The purpose of this task is to document and evaluate current conditions within the district.

1.1 Staff Kick Off Meeting

The Tindale Oliver Team will plan, facilitate, and document a kick-off call with City staff to refine the project objectives and schedule, and review any additional data needed from various City and/or government agencies. Prior to the meeting, we will submit a data request for additional information needed from the City. We will draft the meeting agenda and submit it to the City's Project Manager prior to the meeting.

1.2 Plan Review and Data Analysis

1.2.1 Review of plans and policies

The purpose of this subtask will be to review/assess existing plans and policies currently guiding redevelopment/development within the Study Area. These plans/policies will include, but are not limited to the following:

- Doral Design District Master Plan
- Comprehensive Plan
- Land Development Code
- Capital Improvements Plan
- Stormwater/Other Infrastructure Plans
- Transit Ridership and the Miami-Dade Transit Development Plan
- Workforce Housing Master Plan
- FIU Economic Development Study
- Business Assistance Grant Information

1.2.2 Update Study Area Data Analysis

This analysis will include an examination of property parcel data to identify/summarize existing conditions related to a number of attributes including the following:

- Land Uses/Building Types
- Sales Data
- Effective Year Built
- Existing Square Footage
- Taxable/Just Value – Trends

1.3 Fieldwork

1.3.1 Fieldwork Conditions Assessment

Following document review and the project kick-off meeting, the Tindale Oliver Team will conduct fieldwork to document existing conditions and potential investment opportunities within the Study Area. This assessment will identify and document existing elements, including:

- Unique urban design/public realm design elements
- Roadway facilities/conditions
- Bicycle/pedestrian facilities and conditions
- Land-use patterns including vacant sites and occupied and unoccupied structures
- Overview of Stormwater and Utilities
- Existing Parking Inventory Assessment (Cursory)
- Land Use/Development Transitions

Deliverable – Summary Memorandum

A summary memorandum will be completed documenting the results of the Existing Conditions Assessment including issues and opportunities that will be addressed in the plan recommendations. Staff will provide a single consolidated round of edits and comments, which will be provided to Tindale Oliver for review within 2-3 weeks of submittal of the draft.

2.0 Building the Plan - Project Identification, Conceptual Plan

Based on the information gathered during the existing conditions analysis, a comprehensive listing of potential projects, strategies, and initiatives will be identified for inclusion in the Décor District Action Plan. The potential projects, strategies, and initiatives identified will be focused on the following topic areas.

2.1 Development of Draft Recommendations

2.1.1 Land Use & Urban Character

This sub-task includes a revision of the policy and regulatory strategies identified in the Doral Design District Master Plan. These revisions will focus on reducing or removing residential land uses in some areas of the District and consolidating the number of sub-districts to simplify implementation of the Action Plan. These recommendations will build upon the data/analysis and identify potential changes to the

Comprehensive Plan and/or Land Development Code that should be undertaken to encourage the development of the desired uses and urban character within the built environment. This task does not include any specific work to amend the Comprehensive Plan or Land Development Code.

2.1.2 Streetscape & Circulation

In this sub-task, Tindale Oliver will address review the overall transportation patterns and existing roadway access/condition, transit service, and bike and pedestrian connections both within the Study Area, and to key assets and attractions outside the District. This will also include a cursory inspection of existing parking within the Study Area. Parking areas (not individual spaces) will be mapped, and potential deficiencies, if any, will be noted.

2.1.3 Design Standards

In this sub-task, the Tindale Oliver will review the design standards recommended in the existing Master Plan and propose revisions to these standards based on the work completed in sub-tasks 2.1.1 to 2.1.2.

2.1.4 Implementation

The Tindale Oliver Team will update the Doral Design District Master Plan's current initiatives recommending changes, refinements, and supplements to achieve the revised goals and objectives in the Action Plan. The Action

Deliverable – DRAFT Recommendations Memo

The deliverable for this task will include a draft concept graphic and a plan framework that will include a draft outline and potential elements. The concept graphic and related text will be submitted to City staff for review.

3.0 Draft/Final Plan

3.1 Draft/Final Plan

The Draft Action Plan will clearly articulate the goals and objectives of the plan. The Draft Plan will be submitted for review and comment to staff prior to taking it to the public and other agencies for approval. The Plan will include the following:

- Updated existing conditions
- Updated goals and objectives related to land use, connectivity, and design standards
- Reuse Concept Graphic
- Implementation Plan that outlines steps necessary to achieve the updated goals and objectives

Once the draft plan has been submitted, staff will provide comments/edits within 2-3 weeks. Tindale Oliver will then provide a revised version of the draft plan. Following edits to the draft plan, a final plan will be completed for staff review.

- A clean version of the proposed amended plan will be provided in both MS Word and PDF formats.

- Any graphics will be provided in an editable format if possible or as a Jpeg and PDF format and in separate files for future use.

Staff will be given the opportunity to review/provide one set of clarifying comments on the final plan document. It is expected that this final review/edit will occur within 2-3 weeks.

Deliverable: Public hearing draft of the Décor District Action Plan

3.2: Facilitate Stakeholder Workshop. Prior to the formal public hearing process, and following the completion of tasks 3.1 and 4.2, prepare for and facilitate a workshop with stakeholders to discuss proposed action plan to identify potential refinements that will better achieve the City's project objectives. As an option, Consultant can meet with elected and appointed officials to discuss the Action Plan and proposed regulatory strategies on the same day as the stakeholder workshop. City Staff will be responsible for securing meeting facilities and inviting stakeholders to the workshop.

Deliverable: Public workshop presentation and support materials

3.3 City Council Public Hearing Presentation

Following the completion of the final plan document a presentation will be given to City Council for their review/approval.

Deliverable: Adopted Décor District Action Plan

Task 4.0 Zoning Code Update

4.1: Outline Regulatory Changes. Prepare an annotated outline of proposed regulatory changes that identifies applicable sections of the City's land development regulations for amendment and describes the substance of proposed changes to create and implement one or more new overlay zoning districts. The outline will identify key regulatory decisions and options available to the City.

Deliverable: Staff review draft of the Décor District outline of regulatory changes

4.2: Review/Revise Outline. Review the annotated outline with Staff and revise the outline as necessary to ensure that Consultant and City Staff concur on the substance and organization of procedures and standards to be incorporated in the proposed overlay district(s).

Deliverable: Public review draft of the Décor District outline of regulatory changes and presentation materials for Task 3.2

4.3: Prepare Working Draft. Prepare a working draft of the overlay district that will, at a minimum, include text, tables and graphics addressing the:

- Purpose of Overlay District(s)
- Applicability
- Authorized Land Uses
- Arrangement of Land Uses
- Site Development Standards
- Building Development Standards
- Conditions Applicable to Specific Uses in the District

Deliverable: Staff review draft of the Décor District regulatory changes

4.4: Review/Revise Working Draft. Review the draft in a teleconference with City Staff to identify potential changes and supplements required to adequately address the City's objectives for changing uses and development within the overlay district. City staff shall facilitate a review of the proposed language by the stakeholders. A member of the Tindale Oliver team will participate in this review meeting.

Deliverable: Public hearing draft of the Décor District regulatory changes

4.5: Prepare Public Hearing Draft. A Prepare a public hearing draft for consideration during the adoption process. A Tindale Oliver Team member will attend one City Council Public Hearing for a presentation and to answer any questions.

Deliverable: Public hearing presentation materials

4.6: Revise Public Hearing Draft. Following adoption by the City, incorporate any changes proposed during the hearing and adoption process and provide a clean, adopted copy of the overlay district. A Tindale Oliver Team member will the City Council Public Hearing for a presentation and to answer any questions.

Deliverable: Adopted version of the Décor District regulatory changes

Milestone Schedule: The overall project timeline is six months from Notice to Proceed (NTP). The milestone schedule below is dependent upon successful scheduling of public hearings as required.

- Estimated NTP – October 1, 2020
- Task 1 – October 1st – November 12th
- Task 2 – December 18th
- Task 3 – Last week of January 2021 for Draft Plan, mid-January for stakeholder workshop, last week of February 2021 for Final Plan with Council Meeting in March 2021
- Task 4 – Begin in January 2021
 - o 4.1 Week of December 18th
 - o 4.2 Week of January 4th
 - o 4.3 Week of March 8th
 - o 4.4 Week of April 5th
 - o 4.5 Week of May 10th with Council Meeting in June 2021
 - o 4.6 Week of July 12th with Council Meeting in July 2021

Exhibit B

Doral Décor District Action Plan and Zoning Code Updates Draft Budget August 31, 2020									
Task Description	Principal	Chief Planner	Senior Planner	GIS Specialist/ Planner/ Designer	Engineer	Graphic Designer	Code Support	Total Hours	Cost by Task
	Steve Tindale	Jill	Ian/Jessica	Pat/Ali/Alex	Abel	Laura	Michael Lauer		
	\$260.00	\$254.00	\$169.00	\$106.00	\$132.00	\$78.00	\$150.00		
TASK 1.0 Update Existing Conditions Assessment	2.00	5.00	8.00	39.00	8.00	0.00	8.00	70.00	\$9,532.00
1.1 Staff Kick Off Meeting	0.00	2.00	0.00	3.00	0.00	0.00	0.00	5.00	\$826.00
1.2 Plan Review and Data Analysis	2.00	2.00	8.00	32.00	4.00	0.00	8.00	56.00	\$7,500.00
1.3 Fieldwork	0.00	1.00	0.00	4.00	4.00	0.00	0.00	9.00	\$1,206.00
TASK 2.0 Revising the Plan	1.50	4.00	12.00	36.00	8.00	16.00	6.00	83.50	\$10,454.00
2.1 Development of Draft Recommendations	1.50	4.00	12.00	36.00	8.00	16.00	6.00	83.50	\$10,454.00
TASK 3.0 Draft/Final Plan	2.00	16.00	6.00	46.00	2.00	28.00	24.00	124.00	\$16,522.00
3.1 Draft/Final Plan	2.00	4.00	4.00	32.00	2.00	24.00	4.00	72.00	\$8,340.00
3.1 Stakeholder Workshop	0.00	6.00	0.00	8.00	0.00	4.00	12.00	30.00	\$4,484.00
3.2 City Council Public Hearing	0.00	6.00	2.00	6.00	0.00	0.00	8.00	22.00	\$3,698.00
Task 4.0 Zoning Code Updates	0.00	11.50	0.00	16.50	0.00	0.00	128.00	156.00	\$23,870.00
4.1 Outline Regulatory Changes	0.00	1.00	0.00	2.00	0.00	0.00	8.00	11.00	\$1,666.00
4.2 Review Outline with City Staff	0.00	1.00	0.00	2.00	0.00	0.00	14.00	17.00	\$2,566.00
4.3 Prepare Working Draft	0.00	3.50	0.00	2.50	0.00	0.00	54.00	60.00	\$9,254.00
4.4 Review Working Draft with Staff/Revise	0.00	2.00	0.00	4.00	0.00	0.00	12.00	18.00	\$2,732.00
4.5 Prepare Public Hearing Draft	0.00	0.00	0.00	4.00	0.00	0.00	24.00	28.00	\$4,024.00
4.6 Revise Public Hearing Draft as Needed	0.00	0.00	0.00	2.00	0.00	0.00	8.00	10.00	\$1,412.00
Sub-Total	5.50	36.50	26.00	137.50	18.00	44.00	166.00	434	\$60,378.00
								TOTAL	\$60,378.00

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Travelers Property Cas. Co. of America 25674 INSURER B : National Union Fire Ins Pittsburgh, PA 19445 INSURER C : Phoenix Insurance Company 25623 INSURER D : XL Specialty Insurance Company 37885 INSURER E : Travelers Indemnity Company of CT 25682 INSURER F :
INSURED Tindale-Oliver & Associates, Inc. 1000 N Ashley Dr., Suite 400 Tampa, FL 33602	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

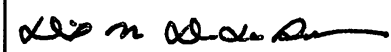
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	6807H273337	02/24/2020	02/24/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
E	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BA8130L506	02/24/2020	02/24/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0	X	X	EBU048425450	02/24/2020	02/24/2021	EACH OCCURRENCE	\$9,000,000
							AGGREGATE	\$9,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X		UB9M947350	02/24/2020	02/24/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
D	Professional Liability			DPR9959100	04/20/2020	04/20/2021	\$5,000,000 per claim \$5,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability coverage is written on a claims-made basis.

RE: GENERAL PLANNING AND ZONING CONSULTING SERVICES

City of Doral is named as an additional insured on all policies listed above except the workers compensation and professional liability as required by written contract including completed and ongoing operations on per project basis, coverage is primary and non contributory. Waiver of subrogation in favor of (See Attached Descriptions)

CERTIFICATE HOLDER City of Doral 8401 NW 53rd Terrace Miami, FL 33166	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

the additional insured applies to all policies listed above as required by written contract. Thirty (30) days prior written notice of cancellation except 10 days for non payment of premium will be given on all policies listed above.

RESOLUTION No. 20-190

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING AN AGREEMENT WITH TINDALE OLIVER AND ASSOCIATES FOR THE DORAL DÉCOR DISTRICT ACTION PLAN AND CODE REVISIONS IN AN AMOUNT NOT TO EXCEED \$60,378.00; APPROVING A BUDGET TRANSFER OF \$58,000.00 FROM THE CAPITAL OUTLAY OFFICE ACCOUNT No. 001.40005.500640 TO THE PROFESSIONAL SERVICES ACCOUNT No. 001.40005.500310; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY, PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, In 2010, Doral Design District Master Plan was adopted by the Mayor and the City Council pursuant to Ordinance # 2010-28; and

WHEREAS, On December 14, 2011, the Mayor and the City Council approved Ordinance #2011-36 authorizing \$120,000.00 for the installation of monument signs, landscaping and signage for the Doral Design District pursuant to the master plan; and

WHEREAS, due to the current economic downturn it is immediately important to support this unique specialty décor district with branding, wayfinding, and actionable steps to implement the economic intent of the master plan, wayfinding, and signage identifying the district within the city; and

WHEREAS, the city seeks to create both short term and long term economic development plans by engaging property owners and businesses as a part of this action plan to study our current conditions and suggest implementation strategies responding to the current economic downturn and taking action to diversify redevelopment projects and further the goals of this area; and

WHEREAS, staff has identified Tindale Oliver and Associates as a current vendor that has shown to create achievable similar results in the Adaptive Reuse District and will be able to bring this knowledge to the Doral Décor District; and

WHEREAS, funds for this service will be transferred from account # 001.40005.500640 to account # 001.40005.500310 available in the Planning and Zoning budget.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

Section 2. Approval. The agreement/proposal with Tindale Oliver and Associates Consultant, and the transfer of funds necessary to complete the services agreement as presented, and to implement modifications as necessary to implement the City of Doral Comprehensive Plan and Code of Ordinances, is hereby approved.

Section 3. Authorization. The City Manager is authorized to enter into the agreement, for the term of the contract and any necessary extension periods to create a Doral Décor District Action Plan, code revisions and comprehensive plan amendments as necessary to implement the vision of this district as a unique specialty retail area within the city for an amount not to exceed \$60,378.00 per the contract's terms of service.

Section 4. Transfer Authorized. The City Council of the City of Doral, Florida hereby authorizes the City Manager to transfer funds from (Planning and Zoning) Capital Outlay Office Account, #001.40005.500640 in the amount of \$58,000.00 to Professional Services Account, # 001.40005.500310.

Section 5. Implementation. The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

Section 6. Effective Date. This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Cabral who moved its adoption.
The motion was seconded by Councilmember Mariaca and upon being put to a vote, the
vote was as follows:


Mayor Juan Carlos Bermudez	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes

PASSED AND ADOPTED this 22 day of September, 2020.




JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUERO, ESQ.
CITY ATTORNEY