

DOVER, KOHL & PARTNERS  
t o w n   p l a n n i n g

Agreement for Professional Services for the Civic Master Plan for the City of Crystal River, Florida

On this \_\_\_\_\_ day of \_\_\_\_\_ 2021, The City of Crystal River, Florida (“Client” or “City”), located at 123 NW Highway 19, Crystal River, Florida 34428 and The Image Network, Inc. d/b/a DOVER, KOHL & PARTNERS (“Consultant” or “DK&P”), located at 1571 Sunset Drive, Coral Gables, Florida 33143, have executed this Agreement for Consulting Services (the “Agreement”) for the remainder of the Civic Master Plan for the City of Crystal River, Florida as provided herein (the “Civic Master Plan”); and

Whereas, the City selected DK&P to perform a community wide Civic Master Plan and budgeted funds for its completion; and

Whereas, following the initial phase of the Civic Master Plan, which was limited to Highway 44 and the surrounding neighborhood; and

WHEREAS, the City desires for completion of the Civic Master Plan and desires to retain the services of, and compensate Consultant for such; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement and the payment of fair and valuable consideration as provided herein, City and Consultant understand and mutually agree to the following terms and Conditions:

**ARTICLE 1**

**Scope of Services**

Consultant agrees to provide the services as specifically described, and subject to the special terms and Conditions set forth in **EXHIBIT A**, hereto (the “Services”), which by this reference is incorporated into and made part of this Agreement.

**ARTICLE 2**

**Term**

The term of this Agreement shall be twelve (12) months, commencing on the effective date hereof. The City shall have the option(s) to extend the term hereof, twice, for a period of six (6) months each, subject to availability and appropriation of funds. Should the contact terminate prematurely Consultant shall be reimbursed for services performed up to the point of termination.

**ARTICLE 3**

**Compensation**

The amount of compensation payable by the City to the Consultant shall be based on the rates and schedules described in EXHIBIT B hereto, which by this reference is incorporated into this Agreement; provided.

## ARTICLE 4

### Format of Final Work Products

Consultant shall provide final work products to City, as follows:

- A. **Written Documents.** Written documents shall be provided in an appropriate digital format including pdf and an editable format such as InDesign and digitally stored in an appropriate computer format. Consultant will provide City a digital copy of all work product produced pursuant to this Agreement.
- B. **Graphic Documents.** Graphic documents shall be provided in an appropriate digital format including pdf and an editable format such as InDesign and digitally stored in an appropriate computer format. Consultant will provide City a digital copy of all work product produced pursuant to this Agreement.
- C. **Printed Copies.** Printed copies of written or graphic documents, or any portion of such documents, may be provided at the cost of reproduction, including an additional fee for services at the hourly rates indicated in EXHIBIT B of this Agreement.

## ARTICLE 5

### Ownership and Use of Documents

Notwithstanding the completion, suspension, termination, or expiration of this Agreement, the following provisions in this section shall apply with respect to ownership of documents:

- A. **Final Work Products.** Final work products shall be delivered to and become property of the City in the format specified above in Article 4 of this Agreement. City shall have a right to retain, use, and reproduce final work products in accordance with Article 5, Paragraph C. The provisions of this paragraph shall survive the expiration or termination of this Agreement.
- B. **Instruments of Service.** Consultant will produce and use during the course of the Project certain proprietary documentation, including drawings, diagrams, maps, perspective renderings, other artworks, graphic aids, and various written materials. Subject to City's rights hereunder, Consultant is deemed the sole owner of this documentation and reserves all rights of ownership and legal protections, including copyright, that may be available under common law and statutory law. City may reproduce and distribute copies of this documentation without special authorization from Consultant on a case by case basis, and without limitation, unless and until Consultant revokes this authorization which shall not be unreasonably revoked, with reasonable notice. Upon incorporation of such proprietary documentation into any work product prepared on behalf of the City, Consultant grants to City an irrevocable authorization to reproduce and distribute copies of same.
- C. **Reproductions.** Written and graphic documents shall be protected by copyright. Subject to such reasonable limitations as may be required by City's marketing program, all reproductions of final work products and instruments of service shall clearly display the credit: "**Dover, Kohl & Partners, Coral Gables, Florida.**"
- D. **Public Records.** The publication or distribution of documents to satisfy official regulatory requirements or Public Records Laws shall not be construed as an unauthorized use in contravention of the reserved rights of Consultant. Notwithstanding the foregoing, Consultant acknowledges that it is required to comply with Florida Statute §119.0701(b).

## ARTICLE 6

### Suspension, Termination, or Withdrawal

- A. **Suspension.** If City fails to make timely payment to Consultant of fees or expenses, Consultant may suspend performance of services under this Agreement upon seven (7) days written notice. No further notice of a suspension shall be required, unless Consultant receives full payment within seven (7) days of delivering to City such written notice. Consultant shall have no liability to City for any delay or damage caused by a suspension of services due to untimely payment by City. City shall incur all fees and costs associated with any delay or suspension of services not the fault of Consultant, including but not limited to any costs associated with changing travel dates.
- B. **Termination.** City may terminate this Agreement upon seven (7) days written notice to Consultant. If this Agreement is terminated without cause, City shall reasonably compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of termination. In the event the City terminates this Agreement based upon Consultants breach, after seven (7) days written notice and opportunity to cure, City shall have no obligation to compensate Consultant as provided in the preceding sentence. The Consultant may terminate this Agreement upon seven (7) days written notice to the City but in such event shall not be entitled to reimbursement of expenses incurred but not previously approved by the City in writing.
- C. **Withdrawal.** If Consultant reasonably concludes that City is not implementing the design intent of the Civic Master Plan – Phase 1, Consultant shall at the earliest reasonable opportunity notify City in writing and explain the basis for this conclusion. If City is unable to resolve the concerns of Consultant within a reasonable period of time, then Consultant may remove its name from the Project and prohibit City from using the name of Consultant in connection with the design or any presentation, advertisement, or promotional material associated with the Project. Upon withdrawal, City shall compensate Consultant for services performed and reimburse expenses reasonably incurred up to the date of withdrawal. Should some other unforeseen condition arise that would cause the need for Consultant to withdraw from the project, Consultant shall work with the City to resolve the conflict or to coordinate a withdrawal process to stop the work or transition the work to others.

## ARTICLE 7

### Publication of Promotional Materials

- A. **Promotional Use of Project.** Consultant shall have the right to use either actual images or representations of the project, including photographs, in its professional and promotional materials. Such materials may not include confidential or proprietary information of City, where City has previously identified in writing to Consultant the specific information that City deems confidential or proprietary.
- B. **Professional Credit.** Subject to the reasonable requirements of City's marketing program, City shall clearly display the trademark "**Dover, Kohl & Partners, Coral Gables, Florida**" in marketing and promotional materials associated with the Project.

- C. **Publication.** In the event City or Consultant publish or cause to be published any photographs or representations of the Project, both parties agree to require publishers to include in any such publication an appropriate reference to the other party, as the respective Client or City planner. City and Consultant shall develop a mutually agreed format for submitting such information to publishers.

## ARTICLE 8

### Miscellaneous Provisions

- A. **Other Consultants of Client.** DK&P shall be entitled to rely upon the accuracy and completeness of work products prepared for Client by consultants other than DK&P.
- B. **Force Majeure.** If either party is unable to perform its obligations under this Agreement due to a natural disaster or any circumstances beyond reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delaying party promptly notifies the other party of the delay and the causes. Except where the delay is caused by an act or omission of the delaying party, any costs arising from such delay shall be borne by the party incurring the delay.
- C. **Limitations on Liability.** The work of Dover, Kohl & Partners on this project is for the purposes of town planning and conceptual illustration only, not for construction, and is based on limited, preliminary site information only. This work does not replace the future work of licensed professionals including surveyors, architects, engineers, and landscape architects and this work does not represent a guarantee of any kind. All concepts, dimensions and details depicted here are subject to future field verification, engineering best practices, and extensive review by others. Dover, Kohl & Partners shall not have any control over and shall not be responsible for engineering details, construction means, procedures, safety precautions, or legal disclosures in the implementation of the project, or for errors or omissions by future consultants, contractors, owners, government, or any other person or entity.
- D. Consultant, on its behalf and its affiliates, agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.
- E. **E-Verify Requirements.**
- a. **Federal E-Verify Requirements.** Consultant shall comply with the requirements of Executive Order 13465, and its implementing rule 48 FAR §22.1800, as may be amended. Consultant shall enroll as a federal contractor in the U.S. Department of Homeland Security's E-Verify System (E-Verify System) and shall use the E-Verify System to verify employment eligibility of all employees assigned to the Agreement.





such proceedings to a conclusion.

- O. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and the United States of America.
- P. **COVID Related:** DK&P shall not travel until the end of the COVID-19 pandemic. Specifically DKP's travel policy is based on the following sources of information from the Center of Disease Control (CDC):
  - a. DKP travel policies are based on this CDC advisory: <https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-during-covid19.html>
  - b. DKP does not travel to states which show COVID-related infections or mortality according to this chart: <https://data.cdc.gov/Case-Surveillance/United-States-COVID-19-Cases-and-Deaths-by-State-o/9mfq-cb36>
  - c. DKP's home office workplace policies are in accordance with this guidance: <https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>

Dover, Kohl & Partners employees are actively seeking access to vaccinations. Once our team is fully vaccinated, limited travel may be permitted while still following CDC recommendations for wearing masking, maintaining social distancing, and limiting the size of gatherings.

**WE THE UNDERSIGNED** indicate our mutual understanding and consent to the aforementioned terms and conditions of this Agreement to be effective on the day and year first written above.

**“City”**

**CITY OF CRYSTAL RIVER**

By: \_\_\_\_\_

Name

Title

City of Crystal River, Florida

**“Consultant”**

Image Network, Inc. d/b/a Dover, Kohl, & Partners

By:  \_\_\_\_\_ 04/07/2021

Jason King

Title: Principal / Vice President

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The following scope of services outlines Dover, Kohl and Partners' approach for assisting the City of Crystal River (Client):

#### **PHASE 1: SITE VISIT/OUTREACH/ANALYSIS/CONCEPTUAL STREET DESIGN (MONTHS 1-2)**

Phase 1 will include the review of relevant information, as well as initial community outreach efforts and preliminary analysis to inform the planning process. It will include an onsite or virtual site visit and analysis by members of the DK&P team. The onsite or virtual site visit and analysis serve to gather information to better understand the unique qualities and opportunities in Crystal River's three Focus Areas. A website will be created utilizing Bang the Table for online community engagement and input.

##### **1.1 Project Kick-off Meeting**

At the start of the project, the team will schedule an online meeting with the City of Crystal River to review base information needs, strategize on the public participation process, identify key stakeholders, and develop a detailed schedule for the planning effort. The boundaries of the three (3) Planning Areas will also be confirmed and further refined during this meeting.

##### **1.2 Create Public Awareness**

The DK&P team will assist City staff in generating public awareness for the project, which is essential to getting a broad sector of the community involved and maximizing public involvement throughout the planning process. The DK&P team will work with the City to foster inclusivity of key individuals, community organizations, and stakeholders throughout the planning process, and create mechanisms that best encourage their participation through our 'Designing in Public' strategy.

The City will be responsible for providing a list of stakeholder contacts, including but not limited to local leaders, advocacy groups, HOA's, nonprofits, local historians, developers, and business owners. The DK&P team will employ various techniques for information gathering. Focus groups, individual interviews, and meetings with community groups, both online and in person, are methods that have proven valuable on similar projects and may be utilized. The Public Design Charrette will be the centerpiece of the public outreach and participation strategy. Social media, such as Facebook, twitter and Instagram, will be utilized for further promotion and to build interest in the Civic Master Plan.

##### **1.3 Project Website and Marketing Brand**

The website will outline the public process, announce all relevant milestones and public meetings, and provide relevant background information and all project deliverables (PowerPoint presentations, draft plans, photos, memos and reports). The project website will also serve as the Virtual Project Hub for the community. People will be able to leave feedback, get information, and most importantly, view and participate in live online conferences. As soon as the outreach process begins, a landing page will be created to secure the web address. It may have informational content, or it may have a brief description of the project while indicating that more information is coming. The website will make use of Bang the Table and other platforms and programs to engage the public in meaningful ways. These may include a visual preference survey, community survey, interactive map, and blog posts. As a part of this task, the consultant team can also create sample flyers, postcards, and posters to be used in promoting any public events throughout the process.

##### **1.4 Review of Background Information & Base Map Preparation**

The DK&P team will review background information provided by the City, and become familiar with the details of previous plans, studies, and regulating documents. The DK&P team will utilize Geographic Information Systems and existing conditions documentation provided by the City to produce base maps. These maps will be used by the team and members of the public throughout the Designing in Public process described in Phase 3. Depending on available data, the mapped information may include existing land uses, transportation networks, open space networks, zoning, property boundaries, ownership patterns, topography, natural resources, utility infrastructure, and environmental conditions. DK&P will request a list of base information to be provided by the City of Crystal River, including, but not limited to:

- GIS shapefiles for edge of pavement, building footprints, parcels, streets, stormwater, parks, trails, sidewalks, public parking, public parcels, flood zones, existing zoning, future land use, CRA boundary, Planning Area boundaries, etc.
- Previous plans and studies (including relevant plans of neighboring cities)
- Any relevant FDOT, County, or other agency plans and studies deemed relevant by the City.

### **1.5 Preliminary Analysis**

The DK&P team will conduct a preliminary analysis of existing conditions to identify unique qualities, geography, demographics, and emerging socio-economic trends within the City, specifically the three Planning Areas, utilizing the background information gathered in Task 1.4. This analysis will also inventory the built environment, which may include an assessment of building types, building conditions, uses, building heights, building locations, and pattern and intensity of development.

The DK&P Team, working with GMC (Goodwin, Mills, Cawood), will prepare a brief memorandum describing FEMA Flood Zone requirements as they pertain to the Civic Master Plan areas. FEMA Flood Zone requirements involve special permits for remodeling, improving, or expanding buildings located in floodplains. This analysis will focus on how Crystal River protect and enhance its working waterfront and coordinate new private investment in restaurants and retail with the town's developing King's Bay Riverwalk. The Consultant Team will need to rely on the City for any existing geotechnical reports and information related to the 2013 street upgrades especially.

### **1.6 Initial 2-Day Site Visit**

Representatives from the DK&P team will participate in a two-day Site Visit to meet with City staff, elected officials, stakeholders, focus groups, and members of the public.

Activities to take place during the Site Visit include:

#### **1.6.1 Tour & Site Analysis**

The DK&P team and City staff will discuss successful projects completed, goals for this planning effort, and identify concerns both large and small. The tour will provide additional analysis of existing urban design, transportation, infrastructure, parking, green infrastructure, historic sites and buildings, and market conditions. The DK&P team will begin to identify potential views for renderings to show the community vision during the charrette. This will also give the DK&P team an opportunity to have informal conversations with staff and members of the community while seeing firsthand what is working and what is not working in the project area as well as to confirm base data and analysis conducted earlier in this Phase.

### **1.6.2 Stakeholder Meetings**

The DK&P team will meet with important stakeholders. Stakeholders will be identified with City staff and should include a variety of individuals representing the various interests of the community, including residents, businesses owners (small and large), real estate developers, brokers, neighborhood groups, local industry leaders, regional and state planning agencies, religious groups, and non-profit organizations. The meetings will briefly introduce the project, its process, and its goals. This will be followed by introductions of each person's interest in the project area and what they hope the project will accomplish, along with any concerns they have.

### **1.6.3 Meetings with the Staff**

During this time, the DK&P team will coordinate with City staff to confirm and update the goals and objectives of the Civic Master Plan, and coordinate charrette preparations.

### **1.6.4 Finalize Planning Area Boundaries**

The three (3) Planning Area boundaries should be refined (if necessary) and finalized at this time based on any new information uncovered during the Virtual Site Visit.

1. **Street Designs for Highway 44**, Including the Character, Intensity, and Form for surrounding Neighborhoods and Housing.
2. **The Community Redevelopment Area (CRA)**, Including the Character, Intensity, and Form for Highway 19, Neighborhoods and Housing.
3. **Suburban Retail Center Retrofits**, Including the Character, Intensity, and Form for the Proposed Developments.

## **PHASE 2: THE DESIGNING IN PUBLIC (MONTHS 3-4)**

The Designing in Public process for the Civic Master Plan for Crystal River is centered on a 5-day Public Design Charrette held on-site in Crystal River. DK&P will lead a series of public meetings, design sessions, interviews, and technical meetings to quickly engage the community. This intense, comprehensive method of public involvement will allow stakeholders to come together and form consensus over future growth and development in Crystal River, especially the three Planning Areas. During the Charrette, the DK&P team will use the public input received to create an Illustrative Plan and visualizations of key concepts and ideas. By actively engaging the public and community stakeholders/experts, the team can obtain immediate feedback on plan proposals, building community support and plan feasibility.

### **2.1 Pre-Charrette Logistics**

The DK&P team will work with City staff to determine the exact dates and format for the Charrette and to coordinate meeting logistics. The format of the Charrette will be tailored to obtain the best possible community input. Emphasis will be placed on defining the community vision and identifying the best methods to implement that vision. The format will incorporate the findings of previous plans and studies, the team's preliminary analysis, and pre-charrette stakeholder interviews. The DK&P team will also prepare materials for the charrette including sign-in sheets, PowerPoint presentations, exit surveys, and various other exhibits and interactive exercises.

### **2.2 The Charrette (5 days)**

On a mutually agreeable date, the team will travel to Crystal River to conduct a five-day Public Design Charrette on-site with the community. The Charrette will likely include the following components:

### **2.2.1 Hands-On Design Session**

On the first evening of the Public Design Workshop, DK&P will lead a Hands-on Design Session to provide participants with the opportunity to interact with differing perspectives, allowing issues to be quickly identified and resolved while creating a strong foundation for establishing community consensus. The event will begin with a presentation introduction the Civic Master Plan project and “Food for Thought” on best practices in traditional urban design, complete streets, resiliency, sustainability, stormwater management, flood protection, preserving community character, and Smart Growth. The presentation concludes with a briefing to further explain the challenge for participants, orient participants to base maps, and set ground rules and goals.

Following the presentation, the DK&P team will work with the community to identify their vision for Crystal River at large and the three Planning Areas, balancing long-term community values with short-term physical goals such as transportation networks, building types, public spaces, and streetscape. The goal of the session is to begin to forge a community consensus and develop a short and long-range vision for the future of Crystal River’s three Planning Areas that will serve as the framework of the Civic Master Plan. As such, this shall include the character, intensity, and form of the Neighborhoods and Housing that will comprise each of the three (3) Planning Areas.

Within the Community Redevelopment Area (CRA), the short-term and long-range vision includes potential infill, increases in density, or even new streets and blocks near the waterfront to potentially allow new development to front both the Riverwalk and Highway 19. This also includes a context-based plan for calming Highway 19 where the thoroughfare currently runs through the heart of the CRA.

### **2.2.2 Open Design Studio**

The DK&P team will set up an on-site, Open Design Studio in a visible, accessible, and central location for the duration of the charrette. While working in the Design Studio, the team will analyze the information gathered at the Hands-on Design Session and stakeholder interviews and integrate the information gathered during Phase 1 in order to formulate the initial concepts for the Civic Master Plan. Members of staff, local leaders, elected officials, local stakeholders and the community will be invited to stop in throughout the week as new issues come to mind and to check on the project’s status.

#### *2.2.2.a Technical and Stakeholder Meetings*

While working in the Open Design Studio, the DK&P team will schedule various technical meetings with government agencies, staff, key property owners, developers, neighborhood associations, community groups and civic leaders, environmental associations, and other key stakeholders. These meetings will assist in the team’s continued understanding of the physical, market, and organizational forces on and around Crystal River and the three Planning Areas, and provide the team with direct feedback on developing Master Plan concepts.

#### *2.2.2.b Conceptual Illustrative Plans and Renderings*

The DK&P team will be testing designs and concepts by sketching and drawing them to different levels of detail. Visualizing change is a key component of DK&P's planning approach. Illustrations can communicate ideas better than words and are valuable tools to test or confirm plan concepts and gather meaningful input. When the planning process is complete, the imagery often lives on, documenting the vision and guiding new growth. Visualizations may include perspective renderings, 3D digital models, aerial views, before-and-after visualizations of change over time, and other graphic representations.

The Conceptual Illustrative Plan and Renderings will be used as tools to present Smart Growth best practices in areas including community character (i.e. future land use and urban design/placemaking), mobility and street design, historic preservation, parking, stormwater, and resilience/sustainability. Selected sites will receive focused attention to demonstrate the implications of the various Civic Master Plan components. Alternative strategies for city-wide infrastructure, such as stormwater management and shoreline resilience, will be incorporated into the overall plan.

These conceptual illustrative plans and renderings will also show where development/re-development should occur over the next 5, 10, and 20 years within the Planning Areas. For Planning Area 3 – Suburban Retail Center Retrofit, the focus will be on three retail centers, each of a different scale, to develop prototypical templates for illustrating the retrofit and redevelopment of such retail centers. These templates will also include policies and strategies for implementing such redevelopment.

#### 2.2.2.c Conceptual Illustrative Street Designs for Highway 44 and neighborhoods

DK&P has coordinated with the City and the Florida Department of Transportation (FDOT) District 7 to create potential designs for Highway 44. Highway 44 bisects the Planning Area 2 (The Knights Addition Community) grid of streets, creating a barrier between either side. DK&P has established Conceptual Street Designs that utilize FDOT's "context-based" classification system to calm the thoroughfare through the Planning Area and to reconnect the neighborhood. The DK&P Team has created three (3) concepts for Highway 44. These scenarios establish context-based design parameters that "right-size" the street design and foster the type of build environment and community character envisioned by the City. DK&P will work with the City to formulate a policy for implementing the proposed designs.

#### 2.2.2.d Conceptual Framework for Form-Based Code

The use of a Form-Based Code and transect plan for the three (3) Planning Areas will be explored in order to meet vision goals. For a walkable environment, a Form-Based Code can bring predictability and unlock development potential that conventional zoning does not adequately address. A conceptual framework for a Form-Based Code for within the three (3) Planning Areas that could reasonably support mixed-use, walkable urbanism will be created during the Charrette. The framework will identify the desired character, intensity, and form of development within each planning area. The Consultant will work with City Staff to help identify those areas. These areas are likely to include aging shopping centers and an optional overlay can be created for those centers. Other portions of the City, not within the (3) Planning Areas, are typically creating the desired form of development and should keep their existing conventional zoning.

#### 2.2.2.e Specific Strategies

Through sketching, drawing, designing and illustrating, the DK&P team will schematically explore specific strategies for the Civic Master Plan. This includes converting future land uses into Future Character Areas to implement a context-based (rural to urban) framework that the City can build upon as it looks to update its zoning; refining and improving upon existing designs for new public infrastructure projects in downtown (such as the Riverwalk, Town Square, and adjacent linear park with splash pad); infill development; and retrofitting commercial centers.

The DK&P team will study the creation of historic districts within the Planning Areas and what boundaries those may have. In coordination with the Future Land Use and Urban Design/Placemaking explorations, the DK&P team will explore context-based design parameters for new and reconfigured streets based on Future Character Areas.

A conceptual design (and accompanying policies) for the “downtown blocks” of Highway 19 will be proposed to calm the thoroughfare and reconnect North and South Citrus Avenue. This design will be developed in concert with and to support the downtown urban design projects. Stormwater best management practices, which may include green infrastructure and light imprint design, will be explored to identify opportunities and promote policies for the implementation of stormwater treatment best practices. Standards and strategies for shoreline resiliency will be examined and incorporated with other Plan elements.

#### *2.2.2.f Green Infrastructure (GI) and Low Impact Development (LID) techniques*

During the charrette GMC will present on Green Infrastructure (GI) and Low Impact Development (LID) techniques to inform strategies which will become part of the plan. These techniques would help maintain the health of vital Gulf water and spring-fed rivers in the City.

### **2.2.3 Work-in-Progress Presentation**

At the end of the Charrette the DK&P team will present the accumulated work at a “Work-in-Progress” Presentation. Sketches and visualizations will be presented illustrating the Planning Areas’ hypothetical evolution, depicting areas of growth and retrofit, and presenting initial concepts for implementation. These initial plans and illustrations will demonstrate the vision for the future. A draft of the Illustrative Plan, visualizations of key opportunity sites and initial goals and policies will be introduced and discussed; various methods of community participation (including keypad polling, exit surveys, and small group conversations) will be used to gather feedback on the ideas presented, which will help in the refinement process in Phase 3.

### **PHASE 3: DEVELOPMENT OF THE CIVIC MASTER PLAN FOR CRYSTAL RIVER (MONTHS 5-6)**

The compact, high-energy format of the Designing in Public process is designed to make major advances towards the creation of the Civic Master Plan for Crystal River with a draft vision emerging from the process. After the Charrette, the DK&P team will refine the plans, visualizations and other work products and assemble the Civic Master Plan for Crystal River as a compelling and highly visual document. Regular communications via conference calls and online meetings will ensure that the Civic Master Plan for Crystal River document meets the expectations and needs of the City.

### **3.1 Refinement of the Conceptual Illustrative Plans and Renderings (Up to five (5) perspective renderings)**

The DK&P Team will refine the Conceptual Illustrative Plans and Renderings created during the charrette to be utilized throughout the Civic Master Plan for Crystal River document. These graphics will clearly demonstrate and guide the development, redevelopment, resilience, and preservation principles established for Crystal River.

### **3.2 Draft Civic Master Plan Documents**

The DK&P team will prepare a draft Civic Master Plan for Crystal River. This document will integrate the vision, goals, objectives, and policies identified through the Designing in Public process. The topics that will be most highlighted in the document are community character (i.e. future land use and urban design/placemaking), mobility and street design, historic preservation, parking, stormwater, and resilience/sustainability. The document will be concise and highly visual, featuring the final illustrations and renderings, engaging graphic design and infographics to present the community vision and increase its usability. The Draft Civic Master Plan will establish a new paradigm based on context and character to establish a unifying framework for how planning, engineering, and zoning address the public and private realm. Special attention will be placed on the following topics:

#### **3.2.1 Urban Design & Placemaking**

Urban design and placemaking concepts and strategies will be developed to establish a “strong sense of place” that reflects the local character and conveys an appropriate scale and sense of interconnectivity throughout the three Planning Areas. Existing designs for new public infrastructure projects in downtown (Possibly including the Riverwalk, Town Square, and adjacent linear park with splash pad) will be refined and improved as part of this process.

#### **3.2.2 Parking**

Opportunities and policies will be identified and promoted for implementing best practices for on-street, consolidated, and on-site parking. Strategies will vary depending on an area’s context.

#### **3.2.3 Stormwater**

Best practices for stormwater treatment, Green Infrastructure, and Light Impact Development will be incorporated into Civic Master Plan. This may include a “rural to urban” toolbox, on-site treatment, and consolidated (area) treatment. Stormwater strategies will be closely coordinated and integrated with street design and urban design concepts, such as light imprint design.

#### **3.2.4 Future Character Areas**

Existing “Future Land Use” categories may be converted into Future Character Areas to implement the context-based (rural to urban) framework that can guide Civic Master Plan topics and that the City can build upon as it looks to update its zoning.

#### **3.2.5 Streets**

Context-based design parameters for new and reconfigured streets will be developed based on the Future Character Areas opportunities to incrementally improve the existing street network and set the stage for the future implementation of a city-wide “complete streets” policy. Specific thoroughfares will be identified for “right-sizing” and the demonstration of the proposed design parameters. This will include refinement of the conceptual design and policies for the “downtown

blocks” of Highway 19 initially proposed during the Charrette. Street design and urban design will be closely integrated in strategies, policies, and illustrative plans and renderings.

### **3.2.6 Shoreline Resiliency**

Standards for shoreline resilience will include new waterfront regulations for both working waterfronts and residential areas will be discussed. The DK&P Team, working with GMC, will focus on drafting recommendations to protect the working waterfront and maintain the character of the town while still increasing the town’s overall shoreline resilience. This effort will also involve research into resilience planning grants.

### **3.2.7 Historic Preservation**

The creation of local historic district(s) will be further explored, where appropriate, within the three Planning Areas to enhance community character and create a stronger sense of place.

### **3.2.8 Residential Analysis**

A “Residential Analysis” of lots within the three (3) planning areas will be studied. The desired character, intensity, and form of the surrounding neighborhoods and housing will be explored. In some areas larger multifamily buildings may be desired. In other areas attached townhomes or single family lots may be what is more appropriate. Some residence would like to see us allow subdivision of our lots so that folks can build up vertically. Others want to combine lots on the water to create massive waterfront parcels.

## **3.3 Implementation Strategy**

The DK&P Team will identify and prioritize goals and policies to implement the Civic Master Plan and establish a schedule by which items should be completed – immediate, short-term, and long-term. This Implementation Strategy will set a foundation for future City projects and planning, such as writing a new Land Development Code (LDC), establishing historic districts, and implementing a City-wide Complete Streets policy.

### **3.4 Draft Form-Based Code**

The conceptual framework for a Form-Based Code will be used to create a Draft Form-Based Code, including a transect plan along with samples of what the desired development would look like, for the Planning Areas. The Form-Base Code will be based on the goals and vision for the Planning Areas that make up the Civic Master Plan.

### **3.5 Review Meetings with Staff**

Key members of the DK&P team will participate (via online conference) in review meetings with City staff to review work-in-progress on the draft plans, illustrations, Form-Based Code, and report recommendations, and gather feedback. Up to three (3) meetings (via online conference) are anticipated during Phase 3 in the project schedule.

### **3.6 Presentation of Draft Civic Master Plan and Form-Based Code**

A DK&P principal and project manager will return to Crystal River for a 1-day trip to present the Draft Civic Master Plan and Code to staff and stakeholders in either an informal meeting or large public presentation. This event will launch the public comments period for the Draft Plan.

## **PHASE 4: FINAL CIVIC MASTER PLAN AND CODE FOR CRYSTAL RIVER & PRESENTATION (MONTHS 7-8)**

In Phase 4 of the project, the DK&P team will finalize and present the work products for the Civic Master Plan for Crystal River.

### **4.1 Draft Civic Master Plan Review**

The DK&P team will submit the Draft Civic Master Plan and Code to the City for review. The City, the public, and other stakeholder groups will have adequate time (up to six weeks if no other timeline is approved at the beginning of the project) to review and submit comments. At the end of the comment period, the City of Crystal River will provide the DK&P team with one set of consolidated comments from City Staff, leaders, and stakeholders, and will participate in an online meeting to review these comments.

### **4.2 Revisions and Final Civic Master Plan and Code Submittal**

The DK&P Team will make revisions based on the consolidated comments. The DK&P Team will then submit a final version of the Civic Master Plan and Code to the City of Crystal River for final review and adoption.

### **4.3 Final Presentations**

Key members of the DK&P team will return to Crystal River on a mutually agreed upon date, to meet with staff and appropriate committees and present the Final Civic Master Plan and Code for Crystal River to the community and stakeholders in either an informal meeting or public hearing. This contract includes three on-site or virtual public meetings involving the Planning Commission, Town Council, or other citizen groups, appointed boards or elected boards.

## **LIST OF FINAL WORK PRODUCTS**

### ***Phase 1 Deliverables***

- 1. Project Kick-off Meeting*
- 2. Interactive Project Website utilizing Bang the Table*
- 3. Project Marketing Brand / Communication Materials*
- 4. Initial 2-Day Virtual Site Visit*
- 5. Three (3) Conceptual Street Designs for Highway 44*

### ***Phase 2 Deliverables***

- 1. Charrette Materials*
- 2. Public Design Charrette*
  - a. Hands-On Design Session*
  - b. On-site Open Design Studio*
  - c. Technical and Stakeholder Meetings*
  - d. Work-in-Progress Presentation*
- 3. Conceptual Illustrative Plans and Renderings*
- 4. Conceptual Framework for Form-Based Code*
- 5. Specific Strategies*

### ***Phase 3 Deliverables***

- 1. First Draft of Civic Master Plan*

2. *First Draft of Form-Base Code for Planning Areas*
3. *Presentation of Draft Civic Master Plan*

***Phase 4 Deliverables***

1. *Draft Civic Master Plan and Draft Code review*
2. *Final Draft of Civic Master Plan for Crystal River (digital copy)*
3. *Final Draft of Form-Based Code for Planning Areas (digital copy)*
4. *PowerPoint Presentation of Civic Master Plan and Code to community and appropriate committees*

## **Responsibilities of the City**

The Consultant's completion of tasks herein within a timely basis is contingent on City's cooperation in providing available information and its participation with respect to certain project activities. The City shall be responsible to the Consultant for the timely performance of the following tasks:

1. Provide, on a timely basis, the base information requested in Task 1.4 Review of Background Information & Base Map Preparation as well as "Base Information."
2. Provide supplementary information that may be requested from time to time during the course of the Project.
3. The City will be responsible for providing a unified set of comments to draft deliverables within an agreed time frame.
4. Provide, supplies, equipment and facilities necessary to create an effective public workshop as requested below:
  - a. For the public workshop, an appropriately sized room to accommodate the public with the required audio/visual equipment. The auditorium must be a large, high-ceilinged room that will accommodate along the walls horizontal displays of several long maps. The Consultant must have access to lighting controls and be able to darken the room. The room should be equipped with a projection screen no smaller than nine feet by twelve feet (9x12 ft.) and a working public address or sound system with microphone hook-ups. City shall also provide one (1) wireless "lavalier" clip-on microphone and one (1) wireless hand-held microphone. The auditorium and equipment should be made available to the Consultant, as needed.
  - b. For Recording of all public meetings and workshops.
5. Provide additional table facilitators for the Hands-on Design Session as needed. The Consultant will provide at least five (5) facilitators. Ideally, there should be one (1) facilitator per every ten (10) attendees to the workshop.
6. Provide a reasonable estimate for the attendance of the workshops. Create an RSVP list, if possible.
7. Provide a project coordinator as a single point of contact for the City. The project coordinator shall have the ability to approve the completion of work products.
8. City Staff will attend and participate in project meetings upon the request of the Consultant.
9. Provide public outreach throughout the project and soliciting the attendance of third parties whose participation the City considers important. This includes identifying key stakeholders, contacting stakeholders to coordinate attendance at meetings and workshops, and the printing and distribution of materials to promote public events. The DK&P Team can provide assistance in the creation of materials to distribute as described within the Scope of Work.
10. Make every effort to insure the attendance of a majority of elected City officials, stakeholders, and investors at the charrette presentations.
11. Provide appropriate meeting room(s) for the Charrette meetings, workshops, presentations, and studio workspace, including securing the space.

12. Provide necessary refreshments for public involvement events.
13. Promptly tender payment to Consultants of all valid invoices.

### **Base Information**

In accordance with the Scope of Services, the Consultant requests that the City provide the following Base Information:

1. *SCALE BASE MAP INFORMATION*, in digital and hard copy formats, indicating existing conditions of the project area and context, including significant features above and below the ground, environmental constraints, archaeological sites, utility locations, etc. Maps should specifically include an AutoCAD plan of the project area indicating any property lines, easements, and any existing building footprints and heights, roadways, sidewalks, driveways, curbs and curb cuts, alleys, and traffic control devices, street signage, and current parking. the Consultant will work with the City's GIS Department to obtain necessary base map information.
2. *AERIAL PHOTOGRAPHS*, preferably in color, in plan view and at the largest possible scale.
3. *RELEVANT EXISTING REGULATIONS*, which may constrain zoning, land use, or previous development proposals envisioned or supported by this Project, and relevant published comments of local government officials and administrators regarding such constraints.
4. *ANY OTHER RELEVANT DATA*, including pertinent portions of previous local zoning approvals, covenants, and previous site studies, traffic studies, infrastructure studies, market feasibility studies, historical background, etc.

Upon commencement of the Project, the City shall provide the Consultant with the above information. The City represents to the Consultant that it may depend upon the accuracy and completeness of the information so provided. If City is unable to provide any of the requested information, it shall immediately contact the Consultant to determine whether such information is reasonably necessary and how such information might otherwise be obtained. If the Consultant considers the requested information reasonably necessary for the project and the City remains unable to provide such information, then the Consultant may prepare or obtain such information as an additional service.

**EXHIBIT B  
 COMPENSATION**

- A. **Professional Fees.** The Client shall compensate DK&P for professional services rendered in the performance of this Scope of Services or in the service of the City.
- Flat Fee.** The City shall make payment to the Consultant of professional fees in the amount of One Hundred Ninety Thousand Dollars (**\$156,000**) for the completion of the work in the Scope of Services. The flat fee includes Twenty-Five Thousand Dollars (**\$25,000**) set aside for reimbursable expenses advanced either in the performance of the Scope of Services or in the service of City. Additional work will be authorized in writing based on an agreed upon lump sum fee in the form of a service order.
- B. **Changes to the Scope of Work.** Any change to the professional services described in this Agreement shall be authorized in writing unless documented by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Change the Scope of Services; (2) Adjust the total fees, if any; and (3) Change the schedule, as appropriate.
- C. **Additional Services.** Additional services that Client may authorize, and which Consultant has not expressly agreed to provide, unless subject to a written Change Order, shall be considered outside the scope of this Agreement. Such additional services shall be billed to Client at the hourly rates indicated below in Section D of this Article. Consultant will present Client with a monthly invoice for additional fees whenever additional services have been provided.
- D. **Hourly Rate Schedule.** Where this Agreement provides for Client’s payment to Consultant of compensation on an hourly basis, professional fees shall accrue and compensation shall be paid in accordance with the following hourly rate schedule:

**Table B.1 – Hourly Rate Schedule**

Firm	Position	Hourly Fee
Dover, Kohl & Partners*	Founding Principal	\$375
	Principal/Project Director	\$185
	Project Manager	\$150
	Illustrator	\$140
	Town Planner/Urban Designer	\$110
	Intern	\$55
	*Travel is billed at 50% hourly rate	
GMC	Senior Professional	\$190
	Professional II	\$175
	Planner I	\$150
Hall Planning & Engineering	P.E. and Principal-in-Charge	\$240

DK&P and its sub-consultants hourly rates will remain constant through the duration of the contract.

- E. **Reimbursable Expenses.** Reimbursable expenses for the aforementioned scope of work have been included in the overall flat fee. Consultant considers ordinary expenses to include the following:
1. Reproduction expenses, such as printing, photocopying, and digital storage supplies and materials;
  2. Mailing, packaging, and shipping by couriers, overnight, express, priority, or other type of delivery service or the U.S. Postal Service;
  3. Ground transportation, and food costs;
  4. Any other limited miscellaneous or out-of-pocket expenses reasonably contemplated by the scope of services for the Project or in the service of the Client.
  5. Expenses of any additional insurance limits or coverage, including professional liability insurance requested by the Client beyond present coverage.
  6. The City is responsible for the cost of any items not listed including the rental of spaces, mailers, and banners.
- F. **Payments.** The Consultant shall submit monthly invoices to the City for professional services rendered to date on a monthly basis. Such invoices shall be paid in full promptly upon receipt.
- G. **Late Payments.** All invoices are due upon receipt. An additional monthly charge of one and one-half (1.5%) percent will be assessed on invoices remaining unpaid for more than thirty (30) days.