

**RESOLUTION NO. 2020-094**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WALTER H. KELLER, INC., AS CONSULTANT TO DEVELOP, PREPARE AND IMPLEMENT A CITYWIDE TRANSPORTATION IMPACT FEE, FOR A TERM OF ONE YEAR WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR, IN AN AMOUNT NOT TO EXCEED \$23,000.00, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1"; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Walter H. Keller, Inc. has provided professional and planning assistance to government, developers and fellow consultants in solving complex issues of growth, infrastructure and budget for over 25 years;

**WHEREAS**, Walter H. Keller, Inc., is being retained to develop, prepare and implement a Citywide Transportation Impact Fee pursuant to the terms and conditions set forth in the Professional Services Agreement ("Agreement"), a copy of which is attached hereto and made a part hereof as Exhibit "1";

**WHEREAS**, the City, having investigated the qualifications, experience and resources of Walter H. Keller, Inc. to perform all the work necessary to fully carry out the obligations and responsibilities under the Agreement and having found Walter H. Keller, Inc. to be qualified and competent;

**WHEREAS**, the City agrees to enter into this Agreement with Walter H. Keller, Inc. and Walter H. Keller, Inc. agrees to accept the engagement under the terms and conditions included in the Agreement; and

**WHEREAS**, the City of Hialeah finds it in the best interest of the health, safety and welfare of the community to execute this Agreement with the Consultant.

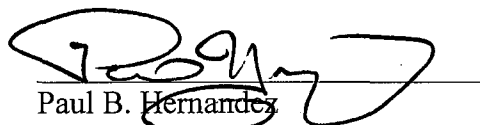
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Professional Services Agreement with Walter H. Keller, Inc., as Consultant to prepare a Citywide Transportation Impact Fee, for a term of one year with an option to renew for one (1) additional year in an amount not to exceed \$23,000.00, in substantial conformity with the Agreement attached hereto and made a part hereof as Exhibit "1". All action taken to date by officers of the City in furtherance of this Agreement is hereby approved, confirmed and ratified.

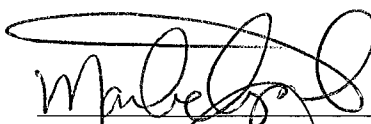
**Section 3:** This resolution shall become effective when approved by majority vote of the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

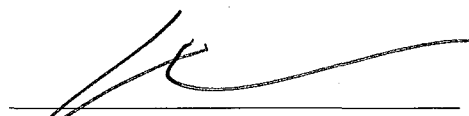
PASSED AND ADOPTED this 28 day of July, 2020.

  
Paul B. Hernandez  
Council President

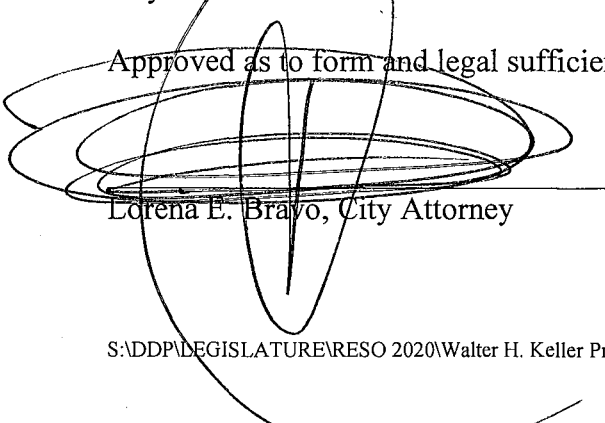
Attest:

Approved on this 10 day of August, 2020.

  
Marbelys Patjo  
City Clerk

  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers, Cue-Fuente, Hernandez, Garcia-Roves, Perez, Tundidor, and Zogby, voting "Yes" and with Council Vice President De la Rosa absent.

July 10, 2020

Lorena Bravo, Esq., City Attorney  
City of Hialeah  
501 Palm Avenue, Floor 4  
Hialeah, FL 33010

**Re: Proposal for Professional Services  
Citywide Transportation Impact Fee**

Dear Ms. Bravo:

Walter H. Keller, Inc., is pleased to submit this proposal to the City of Hialeah, Florida to prepare a Citywide Transportation Impact Fee. Walter H. Keller, Inc., hereafter referred to as the Consultant, proposes to provide the following services to the City of Hialeah, hereafter referred to as the City, for the fees stipulated herein.

**Scope of Services**

The Consultant will provide Impact Fee Services to the City relative to developing a Citywide Transportation Impact Fee as described in Exhibit "A" attached.

**Compensation**

As compensation for services rendered by the Consultant, the City agrees to pay the Consultant a Lump Sum Fee as identified below. The Lump Sum Fee includes out of pocket expenses and meetings per Exhibit "B."

Citywide Transportation Impact Fee .....	\$23,000.00 Lump Sum Fee
Public Meetings and Public Hearings.....	See Exhibit "B"

Invoices will be submitted per the schedule in Exhibit "B." The hourly rates for Additional Services including Public Meetings and for services not provided in Exhibit "A" are in Exhibit "B."

The City will make its best effort to pay Consultant's invoices within 30 days of receipt of invoice from Consultant.

continued ....



Citywide Transportation Impact Fee  
July 10, 2020  
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### **Contract Term and Extension**

The initial contract term shall be for one (1) year with an option to renew the contract for one (1) additional one (1) year term. Prices shall remain firm for the initial contract term and the renewal contract term. In the event services are scheduled to end because of the expiration of the contract, the Consultant shall continue the service upon the request of the Mayor. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Consultant shall be compensated for the service at the rate in effect when the extension clause is invoked by the City.

### **Documents**

Drawings, maps and other data developed in connection with this agreement are and shall remain the property of the City.

### **Responsibilities of the City Relative to this Study**

The City will be responsible for providing available information and providing timely review of Consultant recommendations and reports. When possible, providing information inventory or tabular information in MS Excel format is preferred. The Consultant will schedule a meeting with the City to review document and information needs. A written request for information will be submitted at the meeting. The City will also be asked to provide financial information, call service experience and other data that will assist in the preparation of the Citywide Transportation Impact Fee.

### **Approval**

The acceptance of this proposal can be signified by signing in the space provided on the next page or by issue of a City Purchase Order. One signed copy shall be returned to the Consultant and will serve as the agreement between the parties.

Sincerely,

A handwritten signature in black ink that reads "Walter H. Keller". The signature is written in a cursive, flowing style.

Walter H. Keller, PE., AICP  
President

WHK/us

continued ....



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Citywide Transportation Impact Fee  
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**Acceptance of Proposal**

The above scope of work, fees, terms and conditions are satisfactory and are hereby accepted. Consultant is authorized to perform the work as outlined in this proposal/agreement. Payments will be made in accordance with the conditions described above.

Proposal Accepted By:

\_\_\_\_\_

Name and Title

\_\_\_\_\_

Date

**Walter H. Keller, Inc. - Scope of Services**  
**City of Hialeah Citywide Transportation Impact Fee Update**  
**Exhibit "A"**

**Task 1 – Citywide Transportation Impact Fee:**

**Subtask 1-1: Develop Citywide Transportation Impact Fee**

- 1-1-1: Evaluate and respond to the Mayor and Staff input, concerns and or suggestions for incorporation into the Citywide Transportation Impact Fee.
- 1-1-2: Prepare the data and analysis, and the Capital Improvement Program for the Citywide Transportation Impact Fee.
- 1-1-3: Develop/refine methodology, evaluate Consumptive and Improvement impact fee advantages, finalize the recommended method for calculating the Citywide Transportation Impact Fee.
- 1-1-4: Prepare the recommended Citywide Transportation Impact Fee and the associated Fee Schedule by Land Use Type.
- 1-1-5: Document in a Technical Report, the methodology, data, analysis and methodology used in establishing the recommended Citywide Transportation Impact Fee.

**Subtask 1-2: Implement Citywide Transportation Impact Fee**

- 1-2-1: Analyze and make recommendations on Transportation Impact Fee administration issues.
- 1-2-2: Assist the City's Legal Team in the development of the Citywide Transportation Impact Fee Ordinance.
- 1-2-3: Assist the City's Legal Team in the development of the Citywide Transportation Impact Fee Ordinance based upon the Technical Report prepared for the City.
- 1-2-4: Provide all necessary Transportation Impact Fee files in hard and electronic copy to the City enabling the City to operate and maintain the Citywide Transportation Impact Fee System.

**Task 2 – Public Meetings & Hearings**

**Subtask 2-1: Meetings & Public Hearings\***

- 2-1-1: Participate in Public Meetings with the Mayor, City Council and the Public on the proposed Citywide Transportation Impact Fee and on the data and methods employed in determining the Citywide Transportation

**Walter H. Keller, Inc. - Scope of Services**  
**City of Hialeah Citywide Transportation Impact Fee Update**  
**Exhibit "A"**

Impact Fee Schedule by Land Use Type.

- 2-1-2: Participate in Public Hearings to present the Citywide Transportation Impact Fee findings, recommendations and provide professional input on requests for information.
- \* Two (2) Public Meetings and or Public Hearings are expected to be required for this effort. If the Public Meetings and or Public Hearings are done simultaneously with the Public Meetings and or Public Hearings of other impact fee studies, the Public Meetings and or Public Hearings for the Transportation Impact Fee Study will be billed proportionally with the other study. If the Public Meetings and or Public Hearings are held separately at a different time/date they will be charged at \$750.00 per Meeting when attended in-person. The Public Meetings and or Public Hearings will be charged at \$250.00 when attended by video.

**Walter H. Keller, Inc. – Fee & Deliverables Detail**  
**City of Hialeah Citywide Transportation Impact Fee**  
**Exhibit “B”**

**Fee Detail**

Description	Total Cost^
Transportation Impact Fee Study	\$ 23,000.00
Public Meetings	to be Determined*
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Lump Sum Fee	\$ 23,000.00 ( <u>Meetings are extra see below</u> )

^ - Includes Out of Pocket Expenses & Printing 5 stapled copies of Draft and Final Technical Reports.

- \*- Charged at \$750.00 per meeting when attended separately and for this Project only.
- Charged at \$250.00 per meeting when attended by video and for this Project only.
- Charged per above proportionally when performed with other impact fee studies.

**Hourly Rate for Additional Services**

President	\$ 180/Hr.
Vice President	\$125/Hr.
Engineer/Planner	\$110/Hr.

**Monthly Invoice Fee Amount and Deliverables**

Invoice 1	\$ 4,500.00	Kick-Off Meetng
Invoice 2	\$ 4,500.00	Preliminary Data Collection/Analysis
Invoice 3	\$ 4,500.00	50% Completion
Invoice 4	\$ 4,500.00	Draft Technical Report and Fee Schedule
Invoice 5	\$4,500.00	City Staff & Consultant Atty Review
Invoice 6	\$ 500.00*	1 <sup>st</sup> & 2 <sup>nd</sup> Ordinance Readings/Adoption & Submission of Electronic Files

\*- Meetings are extra, charged as noted above

The City of Hialeah will make its best effort to pay Consultant’s Invoices within 30 days of receipt of invoice from Consultant.

**Schedule for Project Deliverables**

Kick-Off Meeting	2 weeks after Notice to Proceed
50% Completion	At End of 2nd Month
Draft Technical Report	At End of 3 <sup>rd</sup> Month
City Staff/Atty Review	During 4 <sup>th</sup> Month
Public Hearing/Adoption	In 5 <sup>th</sup> Month Depending on Council Schedule
Submission Electronic Files	2 weeks after Adoption