

CITY OF CAPE CORAL REQUEST FOR SOLE SOURCE OR SINGLE SOURCE PURCHASE

Requesting Department: Public Works Transportation Division

Vendor Name: Metro Forecasting Models

Address: 9410 Fountain Medical Ct. Suite 103, Bonita Springs, FL 34135

Phone: 239.913.6949 **E-Mail:** DAVE@Metroforecasting.com

Price: \$65,000.00

Description of item to be procured:

The Interactive Growth Model™ (IGM) Ver 2 is a web based updated complex software package that forecast population, housing, growth, demographics and demand for schools, office, retail, industrial, etc in 5 year increments to build out for several hundreds of zones. Initial data collection and entry. **MFM was utilized for Phase I of the growth modeling. The proposed study builds upon those initial findings in this study; PHASE II SUBMODELS.**

1.) Uniqueness of vendor's item/service. How is this vendor the only vendor uniquely qualified to provide the product or service:

The IGM is a copyright software package, registration number TX 7-278-236 United States Copyright Office. The city has a license agreement based on previous contracts.

2.) Market Research. Describe other, similar sources or products available in the market, if any, and why they are not acceptable:

Paul G. Van Buskirk has developed a copyright planning technology that has proven effective in dealing with multiple and complex growth management issues. He is the sole provider of this specialized modeling application, along with necessary staff training, professional support and licensing.

3.) Proposed Actions. Describe the actions the department will take to overcome the present barriers to competition for any future acquisition of this product or service:

To date the IGM is the most cost effective product to address the City's needs to have socioeconomic data forecasted in a reliable manner. Once the data is updated using the IGM software, maintenance could be easily handled in-house.

Department Director's Signature: Damon Grant

Approval: Procurement Manager Wanda Koop 4/4/24

Approval: City Manager Loann Brown (not to exceed \$100,000.00)

Council authorization required if exceeding \$100,000.00
*Resolution 98-24 \$65,000
including prior Contract — \$140,000*

City of Cape Coral
AMENDMENT #1
Update to the Cape Coral Interactive Growth Model Ver 3 ((CCIGM) Ver3)
Contract #SSPW2383MR

Reference is made to the Contract entered into between the CITY OF CAPE CORAL (CITY) and METRO FORECASTING MODELS, LLC., (Contractor) for the update of the Cape Coral Interactive Growth Model Ver 3 (IGM Ver3).

This contract is hereby amended to include Phase Two, tasks 7 through 8 as reflected in "Exhibit A" of the contract for the fees provided below:

Phase Two Scope of Work

Work Task 7.0 -Develop Government Sub Models:

Park Sub Model	\$10,000
Fire Station Sub Model	\$10,000
Impervious Area Sub Model	\$10,000
Work Task 8.0-IGM Alternative Scenarios (budget)	\$25,000
Meetings and Presentations (T &M)	\$10,000
Subtotal	\$65,000

The Work Task Schedule for Phase Two, tasks 7 through 8 is attached to this Amendment #1 and marked as Attachment "A".

The term of the contract provided in Section 5 of the Contract is extended to October 1, 2024.

Pursuant to Florida Statute §287.058 (1) (c), this contract may be unilaterally cancelled by the City if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this contract, unless the records are exempt from disclosure. All terms, conditions, and Specifications of the aforementioned Contract and the CONTRACTOR's offer are incorporated herein by reference and remain in full force and effect for this contract renewal.

City of Cape Coral
AMENDMENT #1
Update to the Cape Coral Interactive Growth Model Ver 3 ((CCIGM) Ver3)
Contract #SSPW2383MR

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized representatives this Contract Amendment #1 in one counterpart which shall be deemed original.

FOR: THE CITY OF CAPE CORAL:

Signature: *Michael Ilczyszyn*

Printed Name: Michael Ilczyszyn

Title: City Manager

Date: 3/10/2024

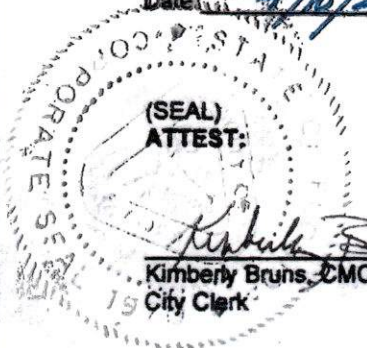
FOR: METRO FORECASTING MODELS LLC.

Signature: *David Armer*

Printed Name: David Armer

Title: CEO

Date: 3-22-24



(SEAL)
ATTEST:
Kimberly Bruns
Kimberly Bruns, CMC
City Clerk

LEGAL REVIEW

Aleksandr Boksner 3-21-2024
Aleksandr Boksner, Date
City Attorney

Fee Schedule For the Update
Of the Cape Coral Interactive Growth Model Ver 3 (IGM Ver3)

Metro Forecasting Models LLC proposes a fee of \$65,000 (sixty-five thousand dollars) for Phase Two Scope of Work billable monthly on a percent completed basis. Below are the values attributed for each Work Task. These values and the hours spent will be used to prepare the monthly invoices.

Phase Two Scope of Work

Work Task 7.0 – Develop Government Sub Models:

Park Sub Model	\$10,000	0%
Fire Station Sub Model	\$10,000	0%
Impervious Area Sub Model	\$10,000	0%
Work Task 8.0 – IGM Alternative Scenarios (budget)	\$25,000	0%
Meetings and Presentations (T&M)	\$10,000	0%
Subtotal	\$65,000	

Phase Three Scope of Work

Work Task 9.0 – 2024 Annual Update, Staff Support, Model Maintenance	\$25,000	0%
Subtotal	\$25,000	

City of Cape Coral
SERVICES CONTRACT
Contract #SSPW2383MR
Update to The Cape Coral Interactive Growth Model Ver3 ((CCIGM) Ver3)

THIS CONTRACT is made this 31ST day of May 2023 by and between the CITY OF CAPE CORAL, FLORIDA, hereinafter called "CITY", and Metro Forecasting Models, LLC, doing business as a limited liability company, hereinafter called "CONTRACTOR".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter:

1. The CONTRACTOR will provide Service Update to The Cape Coral Interactive Growth Model Ver 3 (CCIGM) Ver3 with IGM Ver3 for the City of Cape Coral in accordance with the Contract Documents as specified in the proposal document and outlined as "Exhibit A" attached hereto and made a part hereof.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the services described in the Proposal Documents, specifically, Phase One, task 1 thru task 6 as reflected on "Exhibit A" and below:

<u>Phase One Scope of Work</u>	<u>Value</u>
Work Task 1.0- Develop Baseline Database	\$25,000
Work Task 2.0- Develop Buildout Database	\$15,000
Work Task 3.0- Develop Population and Housing Model	\$15,000
Work Task 4.0- Develop Commercial Sub Model	\$10,000
Work Task 5.0- Develop Industrial Sub Model	\$5,000
Work Task 6.0- Deliverables	\$15,000
Meetings and Presentations (T&M)	\$10,000

The CITY reserves the right to continue with Phase Two, task 7 thru 9, task as reflected in "Exhibit A", with an approved amendment to this contract. Time is of the essence in the performance of this Contract.

3. The CONTRACTOR will commence work as required by the CONTRACT DOCUMENTS within 10 calendar days after the receipt of the written Notice to Proceed and will complete the same in 223 days.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the prices listed on the CONTRACTOR'S Proposal Form "Exhibit A" for Task 1 thru Task 6 (attached) not to exceed Ninety-Five Thousand (\$95,000) dollars.

SHJ

Initials

City of Cape Coral
SERVICES CONTRACT
Contract #SSPW2383MR

Update to The Cape Coral Interactive Growth Model Ver3 ((CCIGM) Ver3)

5. The term of this agreement shall be for seven months from date of execution by the City.
6. This Contract may be terminated by the CITY for its convenience upon thirty (30) days prior written notice to the CONTRACTOR. In the event of termination, the CONTRACTOR shall be paid as compensation in full for work performed to the day of such termination, an amount prorated in accordance with the work substantially performed under this Contract. Such amount shall be paid by the CITY after inspection of the work to determine the extent of performance under this Contract, whether completed or in progress.
7. The Term "Contract Documents" shall include this Contract, addenda, Contractor's Proposal "Exhibit A" except when it conflicts with any other contractual provision, the Notice to Proceed, Certificates, and the Bid Package prepared and issued by the City. In the event of conflict between any provision of any other document referenced herein as part of the contract and this Contract, the terms of this Contract shall control.
8. **Assignment:** This Contract may not be assigned except with the written consent of the CITY, and if so assigned, shall extend and be binding upon the successors and assigns of the CONTRACTOR.
9. **Disclosure:** The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other compensation contingent upon or resulting from the award or making of the Contract.
10. **Administration of Contract:** The Public Works Director, or his representative, shall administer this Contract for the CITY.
11. **Governing Law:** The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Lee County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Twentieth Judicial Circuit, in and for Lee County, Florida. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees.
12. **Amendments:** No Amendments or variation of the terms or conditions of this Contract shall be valid unless in writing and signed by the parties.
13. **Payments:** CITY shall make payment and CONTRACTOR shall be in receipt of all sums properly invoiced within thirty (30) days of the City's receipt of such invoice unless, within a fifteen (15) day period, CITY notifies CONTRACTOR in writing of its objection to the amount of such invoice, together with CITY'S determination of the proper amount of such invoice. CITY shall pay any undisputed portion of such invoice within such thirty (30) day period. If CITY shall give such notice to the CONTRACTOR within such fifteen (15) day period, such dispute over the proper amount of such invoice shall be resolved,



City of Cape Coral
SERVICES CONTRACT
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Update to The Cape Coral Interactive Growth Model Ver3 ((CCIGM) Ver3)

13. **Insurance.** Unless otherwise specified, FIRM shall, at its own expense, carry and maintain the following minimum insurance coverage, as well as any insurance coverage required by law:

a. Workers' Compensation Insurance with limits that comply with statutory requirements and Employer's Liability Insurance with a lower limit of \$1,000,000 per occurrence, including, without limitation, coverage for Occupational Diseases, to provide for the payment of benefits to its employees employed on or in connection with the Work covered by this Agreement and/or to their dependents.

b. Broad Form Commercial General Liability Insurance (on an occurrence basis), with a minimum combined single limit for Bodily Injury, including Death, of \$1,000,000 per occurrence and for Property Damage of at least \$1,000,000 per occurrence.

c. Business Auto Liability Insurance with minimum Bodily Injury and Death Limit per accident of \$1,000,000 and a minimum Property Damage Limit per accident of \$1,000,000.

d. Professional Liability (errors and omissions) coverage shall have minimum limits of \$1,000,000.00 per occurrence with respect to negligent acts, errors or omissions in connection with the professional services to be provided and any deductible not to exceed \$50,000.00 each claim, and policies should be written on a "Claims-Made" basis, with a retroactive date that is acceptable to the City.

e. FIRM shall require its subcontractors to provide for such benefits and carry and maintain the foregoing types of insurance at no expense to CITY.

f. CITY shall be named as an "Additional Insured" under the CONTRACTOR'S General Liability Insurance Policy with respect to the services performed by the CONTRACTOR or by the OWNER.

g. Prior to commencing any Work under this Agreement, FIRM shall submit to CITY a certificate or certificates of insurance evidencing that such benefits have been provided, and that such insurance is being carried and maintained. Such certificates shall stipulate that the insurance will not be cancelled or materially changed without thirty (30) days prior written notice by certified mail to CITY, and shall also specify the date such benefits and insurance expire. FIRM agrees that such benefits shall be provided and such insurance carried and maintained until the Work has been completed and accepted by CITY.

h. Such benefits and such coverage as are required herein, or in any other document to be considered a part hereof, shall not be deemed to limit Firm's liability under this Agreement.

written per email

DDP

Initials

City of Cape Coral
SERVICES CONTRACT
Contract #SSPW2383MR

Update to The Cape Coral Interactive Growth Model Ver3 ((CCIGM) Ver3)

and after final resolution of such dispute, CITY shall promptly pay the CONTRACTOR the amount so determined, less any amounts previously paid by CITY with respect to such invoice. In the event it is determined that CITY has overpaid such invoice, the CONTRACTOR shall promptly refund to the CITY the amount of such overpayment.

14. **Contractors Representations:** In order to induce CITY to enter into the Contract, CONTRACTOR makes the following representations:

CONTRACTOR has been familiarized with the Contract Documents and the nature and extent of the work required to be performed, locally, local conditions, and Federal, State, and Local laws, ordinances, rules and regulations that in any manner may affect costs, progress or performance of the work.

CONTRACTOR has made or caused to be made examinations, investigations and tests and studies as deemed necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

CONTRACTOR has given CITY written notice of all conflicts, errors or discrepancies that have been discovered in the CONTRACT DOCUMENTS and the written resolution thereof by CITY is acceptable to CONTRACTOR.

10. **Indemnity:** To the extent permitted by law (F.S. 768.28), the CONTRACTOR shall indemnify and hold harmless the CITY, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and any persons employed or utilized by CONTRACTOR in the performance of this Contract.

11. **Invalid Provision:** The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions hereof, and the Contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12. **Project Records:** The CONTRACTOR shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting principles, and the CITY reserves the right to determine the record-keeping method in the event of non-conformity. These records shall be maintained for five (5) years after final payment has been made, ten (10) years for capital improvements to real property, and shall be readily available to CITY personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

City of Cape Coral
SERVICES CONTRACT
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Update to The Cape Coral Interactive Growth Model Ver3 (CCIGM) Ver3

14. **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractors used by the Contractor as well.
15. **Hosting Vendors:** IF the Contractor changes the hosting vendor, the Contractor will notify the City and provide the new contact information within 30 days.
16. **Entire Agreement:** This Contract constitutes the entire and exclusive agreement between the parties and supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

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City of Cape Coral
SERVICES CONTRACT
Contract #SSPW2383MR
Update to The Cape Coral Interactive Growth Model Ver3 ((CCIGM) Ver3)

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials this Contract in two counterparts which shall be deemed an original on the date last signed as below written:

WITNESS CITY:

Signature: *Kimberly Bruns*
Typed Name: Kimberly Bruns, CMC
Title: City Clerk

CITY:

City of Cape Coral, Florida
Signature: *Michael Ickyszyn*
Typed Name: Michael Ickyszyn
Title: Interim City Manager
Date: 5/21/2023

CITY LEGAL REVIEW:

DM 5/9/2023
Dolores Menendez Date
City Attorney

CONTRACTOR:

Company: Metro Forecasting Models, LLC
Signature: *David Farmer*
Typed Name: David Farmer
Title: CEO
Date: 5/10/23



9410 Fountain Medical CT., Suite 103
Bonita Springs, FL 34135
239-913-6949
www.MetroForecasting.com

Proposed Scope of Services and Work Tasks
For the Update of the Interactive Growth Model Ver 3
(IGM Ver3)

Metro Forecasting Models uses cutting edge technology to collect and analyze data for the Interactive Growth Model. Our skilled planners evaluate parcels spatially in GIS for their existing and future development characteristics. This GIS attributes are loaded into the IGM that produces superior forecasting data for population, housing, commercial, industrial and government facilities.

Since the last CCIGM update in 2016, MFM has added GIS web application features where data can be accessed and visualized by any City department to help plan for Cape Coral's bright future.

Proposed agreement between Metro Forecasting Models, LLC (hereafter referred to as the CONSULTANT) and the City of Cape Coral, Florida (hereafter referred to as the CLIENT) to provide services with the assistance of CLIENT's Staff for the update of an Interactive Growth Model Ver 3 (hereinafter referred to as the IGM)

The key steps in the development of the model include:

- Update demographics in each of the disaggregated 427 zones with 2020 Census Block Group data.
- Retrieve, review and evaluate Lee County Property Appraiser parcel data to create 2022 Baseline data.
- Interviews with land owners, commercial real estate brokers and city staff to understand future buildout potential of larger vacant land tracts.
- Buildout inventory of development by type and intensity and

forecast of demographics by Zone.

- Accurate population forecast (the Population and Housing Forecast Sub Model).
- Aggregate the Zones into clusters for custom planning areas.
- Design and develop criteria and formulas for spatial distribution of development over time.
- Design and develop sub models selected herein.
- Data output by Zone for 5-year increments.
- Graphic interpretation of baseline, buildout and incremental forecast data in a custom GIS web application for use by all departments.

The IGM Land Use Model will disaggregate the study area into Zones, primarily Traffic Analysis Zones (TAZ) delineated according to the Metropolitan Planning Organization (MPO). The IGM Ver 3 will forecast when and where development takes place as well as the population and housing types in the TAZ/Block zones from the baseline year (i.e. 2023) in 5-year increments to buildout (2025, 2030, 2035, etc.).

The IGM Land Use Model is ideal for determining the aggregate and spatial apportionment of land to achieve certain goals and maintain desired Levels of Service. The IGM, as a planning tool, provides the data and insight needed by planners and policy makers to balance the economy and encourage data driven decisions.

Study Area

The study area shall consist of the political boundary of the City of Cape Coral, Florida limits existing at the time of the execution of this contract.

Scope of Services

The CLIENT, in consultation with the CONSULTANT, will organize a staff taskforce for the development and implementation of the IGM. The CLIENT will appoint staff members within the CLIENT government and request representatives from other agencies on an as-needed basis. The CLIENT will also assign staff members with experience in comprehensive planning. One member assigned to the staff taskforce will be experienced in Geographic Information System (GIS) data systems. The purpose of the taskforce is to provide input for the development and application of the IGM Ver 3. The taskforce will also assist the CONSULTANT in identifying and collecting pertinent data that are instrumental to the development of the IGM Ver 3 and the many sub models.

PHASE ONE

Work Task 1.0

The CONSULTANT will develop the current year baseline data for current development with staff assistance that can be updated annually. Individual zones for the total CLIENT's incorporated area will be delineated. Each zone will be inventoried for current development

such as housing unit by type, population characteristics, retail space by building area, office/services by building area industrial and wholesale by building area, public parks, fire stations and other data considered relevant. The baseline scenario will be developed for each zone using GIS from the following sources:

- Parcel property attributes from Property Appraiser database
- E911 database
- National Wetland Inventory database
- Building permits, provided by CLIENT
- Planned large-scale developments, provided by CLIENT

Upon completion of the zone data and zone delineation, it will serve as the baseline for the IGM. This will provide an opportunity to test the CLIENT's database to query land use data. The model can be updated annually. It could also be used to provide an annual report to the Council/Board Members about the current population and development.

Work Task 2.0

The CONSULTANT will develop a buildout database with staff assistance. Similar to the current year baseline database, individual zones will be delineated. Each zone will be inventoried for buildout development such as housing units by type, population characteristics, retail space by building area, office/services by building area, industrial and wholesale by building area, and other data considered relevant. Data will be entered for each zone into the computer program for export to Excel workbooks for analysis. The database can be updated to reflect the changes in zoning or future land uses that add or reduce density/intensity of future development.

The buildout scenario will be developed for each zone from the following sources:

- Current zoning by land use type and intensity, vested rights and current practices
- Comprehensive Plan, its future land use map overlay, community's vision and current and future trends as well as stakeholder's perceptions
- Approved but not developed planned developments, provided by CLIENT
- Parcel property attributes from CLIENT database
- Simulation models of similar communities

Work Task 3.0

Population and Housing Model: This model produces the forecast for single family and multifamily housing units by parcels per zone including the rate of change for household size and vacancy rates in 5-year increments from the baseline year (i.e. 2022) to buildout (i.e. 2085) for each of the disaggregated zones. This task also includes the inventory and ground-truthing of current housing units by type and the developed acres of housing for each zone. The demographics of the population by zones are analyzed for forecasting. This task requires an estimate of housing development by type and acreage at buildout for each zone

(the supply) by estimating the yield according to zoning, the comprehensive plan and other development characteristics. The forecast of household size and vacancy rates to buildout are also included. The CONSULTANT will upload the baseline and buildout data, and the CONSULTANT will process the data in 5-year increments and provide reports of the output data in Excel format in 5-year increments.

Work Task 4.0

Commercial Sub Model: This sub model determines and forecasts the internal demand for commercial building area and land area by disaggregated zones in 5-year increments to buildout. This task also includes the inventory of current commercial space by type, ground-truthing with aerial photography and the developed acres of commercial use for each zone. This task requires an estimate of commercial development by type and acreage at buildout for each zone by estimating the yield according to zoning, the comprehensive plan and other variables. When the internal supply of commercial development exceeds internal demand for commercial space, analysis will be conducted to determine the external population required to support the internal supply of developed commercial space. The sub model will forecast the internal demand for neighborhood and community commercial centers by zone and year and the supply of commercial land to meet those needs. The data can also be analyzed for the community's economic objectives. This model also provides a land budget for the area required to meet the needs of the CLIENT residents. The CONSULTANT will process the data in 5-year increments and provide reports of the output data in Excel format in 5-year increments.

Work Task 5.0

Industrial Sub Model: This sub model determines the apportionment of land for industrial and wholesale activities to meet future needs by disaggregated zones in 5-year increments to buildout. This is not a demand model, but a design model, based on community policy for industrial development. The design for the apportionment of land for industrial development can be based on balancing the tax base and labor force. Industrial planning can be an essential component for the concentration of resources for economic development. This will serve as guidelines for apportionment of future industrial land uses as a function of time and population. This model can be updated annually from the data query. The CONSULTANT will process the data in 5-year increments and provide reports of the output data in Excel format in 5-year increments.

Work Task 6.0

Deliverables:

Interactive Growth Model Summary Report

The CONSULTANT will develop a report to summarize the methodology, results, and key findings of the Interactive Growth Model and selected government Submodels. The report will include a description of the methodology, data inputs/research, and key findings. The report will describe the results of the buildout analysis and forecast(s), including spatial housing and population growth, vacant land by type/category, future demand for specific government services, and key land use policy considerations.

MeetingsMeetings with Staff/Department Heads

The CONSULTANT will attend meetings as requested subject to the budget allowance.

Presentation to City Council

The CONSULTANT will attend one public hearing to present the findings from the update to CLIENT Council and accept the Cape Coral Interactive Growth Model and Final Summary Report.

Additional Meetings

The CONSULTANT will any meeting at the request of the CLIENT subject to the budget allowance.

PHASE TWOWork Task 7.0

Park Sub Model: To develop an open space model to determine standards and the needs of the population for develop open spaces (neighborhood, community and regional parks), the timing of facilities and their location as a function of population. This model can be updated every five years for scheduled capital improvement programs. The CONSULTANT will upload the baseline (inventory and location of current facilities) and build out data (future needs for facilities), and build out data, and the CONSULTANT will process the data in 5-year increments and provide reports of the output.

Police Incident/CFS Sub Model: To develop a sub-model to determine the need, service areas, and future Incident/CFS for City's law enforcement. The CONSULTANT will upload the baseline and build out data, and the CONSULTANT will process the data in 5-year increments and provide reports of the output data in Excel format in 5 year increments.

Fire Stations Sub Model: To develop a sub-model to determine the need, service area, and spatial distribution of fire stations (pumper and ladder stations). The CONSULTANT will upload the baseline (inventory and location of current facilities) and build out data (future needs for facilities), process the data in 5-year increments and provide reports of the output data in Excel format in 5- year increments. The criteria are the ISO standards for a Class 1 insurance rating.

Stormwater Impervious Surface/Irrigation Area IQ Sub Model: The CONSULTANT, with assistance from staff, will develop an Impervious/Irrigation Area model to provide data that policy makers can use to determine future storm water management policies/Irrigation Demand and facilities to meet the needs of the population over time. This model will include grouping the study area in up to five basins to provide a basis for future infrastructure improvements related to flood control, conveyance, water quality and potential irrigation use/demand. This model can be updated annually from the data query. The CONSULTANT

will process the data in 5-year increments and provide reports of the output data in Excel format in 5-year increments.

Work Task 8.0

Alternative Development Scenarios

Alternative IGM scenarios gives the CLIENT the ability to test different planning policies and gauge their impact. For example, planning policies can be tested (the Land Development Regulations) for the undeveloped areas near arterials/collectors, etc., to determine which policies are most efficient and reduce traffic in the roadway network. Different scenarios can be tested any time after the population and housing model has been processed.

Work Task 9.0 (presented as a package)

Interactive Growth Model Maintenance

The CONSULTANT will store, host, and maintain the Interactive Growth Model for the CLIENT. The CONSULTANT will perform one annual update one year after the model is completed. Intermittent updates will be performed using information provided by the CLIENT to update the forecast including, but not limited to, building permits, proposed projects, redevelopment, and plan and policy changes.

Update Report

After the annual update is performed, the CONSULTANT will provide an Update Summary Report. The Update Summary Report will describe the process and methodology of updating the baseline and buildout data, as well as provide a description of key findings and trends. The Update Report will serve as a benchmark to track spatial growth by area, vacant land by type, development trends, and key land use considerations.

Fee Schedule For the Update
Of the Cape Coral Interactive Growth Model Ver 3 (IGM Ver3)

Metro Forecasting Models LLC proposes a fee of \$95,000 (ninety-five thousand dollars) for Phase One Scope of Work billable monthly on a percent completed basis. Below are the values attributed for each Work Task. These values and the hours spent will be used to prepare the monthly invoices.

<u>Phase One Scope of Work</u>	Value	% Complete
Work Task 1.0- Develop Baseline Database	\$25,000	0%
Work Task 2.0 - Develop Buildout Database	\$15,000	0%
Work Task 3.0- Develop Population and Housing Model	\$15,000	0%
Work Task 4.0 - Develop Commercial Sub Model	\$10,000	0%
Work Task 5.0 -Develop Industrial Sub Model	\$ 5,000	0%
Work Task 6.0 - Deliverables	\$15,000	0%
Meetings and Presentations (T&M)	\$10,000	0%
Subtotal	\$95,000	

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Phase Two Scope of Work

Work Task 7.0 - Develop Government Sub Models:

Park Sub Model	\$10,000	0%
Fire Station Sub Model	\$10,000	0%
Police Station Sub Model	\$10,000	0%
Stormwater/Impervious Sub Model	\$10,000	0%
Work Task 8.0 - IGM Alternative Scenarios (budget)	\$20,000	0%
Work Task 9.0 - 2024 Annual Update, Staff Support, Model Maintenance	\$30,000	0%
Meetings and Presentations (T&M)	\$ 5,000	0%
Subtotal	\$95,000	

MEMORANDUM

CITY OF CAPE CORAL
FINANCIAL SERVICES DEPARTMENT

TO: Michael Ilczyszyn, Interim City Manager
Kimberly Bruns, City Clerk

FROM: Mark Mason, Financial Services Director *Mark C. Mason*
Wanda Roop, Procurement Manager *W. Roop*
Millie Rosario, Senior Buyer *M. R.*

DATE: May 15, 2023

SUBJECT: Renewal Approval – Cape Coral *Interactive Growth Model (CCIGM) Ver3*
Software Renewal with Metro Forecasting Models, LLC

The City of Cape Coral entered into an agreement with Metro Forecasting Models, LLC to utilize the Interactive Growth Module (CCIGM Ver2). This new package forecasts population, housing, growth, demographics and demand for schools, office, retail, industrial, and other areas as deemed needed by the City Transportation Advisory Commission. The forecast is done in five-year increments to out build for several hundred zones.

This software provides users with information in dealing with multiple and complex growth management issues. To date, the IGM is the most cost-effective product to address the City's needs to have socioeconomic data forecasted in a reliable manner.

IGM is a copyright software package, registration number TX7-278-236 United States Copyright Office. The City of Cape Coral has a license agreement based on previous contract.

Public Works Transportation Department is requesting approval of Contract SSPW2383MR with Metro Forecasting Models in the amount of \$95,000. This Contract has two phases. Phase One consists of Work Tasks 1 thru 6 as indicated in the Contracts Exhibit A. The City reserves the right to continue with Phase Two, consisting of Work Tasks 7 thru 9. The continuation of Phase Two is contingent upon the completion outcome of Phase One. Should the City decide to continue with Phase Two, this will be presented to City Council to approve an amendment to this contract.

This procurement is in accordance with the City of Cape Coral Code of Ordinances Article VII: Purchase and Sale of Real and Personal Property Section 2-144 (C) Sole and Single Source purchases as Metro Forecasting Models is the sole distributor for the Interactive Growth Model (IGM Ver3).

Funding Source: Public Works, Planning and Permitting, Other Prof. Serv. 001-30035-531399

If you have any questions, please contact Millie Rosario at extension 3667.

Thank you.

MM/WR/mr

Attachments:
Contract & Exhibit A
Dept Memo
Sole Source Form