

RESOLUTION NO. 2009 - 056

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SIXTH MODIFICATION TO THE AGREEMENT WITH THE MELLGREN PLANNING GROUP, INC.; EXTENDING THE AGREEMENT UNTIL SEPTEMBER 30, 2009; CLARIFYING HOURLY RATES; CLARIFYING COST RECOVERY REQUIREMENTS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO THE FIFTH AMENDMENT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc.; and

WHEREAS, on September 10, 2003, pursuant to Resolution No. 2003-073 the Town Council approved the First Amendment to its Agreement with Michele Mellgren and Associates, Inc., extending the term of the Agreement for an additional two (2) years; and

WHEREAS, on December 9, 2004, pursuant to Resolution No. 2005-021, the Town Council approved the Second Amendment to its Agreement with Michele Mellgren and Associates, Inc., which included several modifications and extended the term of the Agreement for an additional two (2) years, until September 30, 2007; and

WHEREAS, on September 20, 2007, pursuant to Resolution No. 2007-096, the Town Council approved the Third Amendment to its agreement with Michele Mellgren and Associates, Inc., which extended the term of the agreement until September 30, 2008; and

WHEREAS, on September 24, 2007, Michele Mellgren and Associates, Inc., changed its name to The Mellgren Planning Group, Inc. ("MPG"); and

WHEREAS, on September 25, 2008, pursuant to Resolution No. 2008-102, the Town Council approved the Fourth Amendment to its agreement with MPG, which recognized the corporation's name change, amended the processing requirements, clarified rates, and extended the term of the agreement until March 31, 2009; and

WHEREAS, on March 19, 2009, pursuant to Resolution No. 2009-43, the Town Council approved the Fifth Amendment to its agreement with MPG, which extended the term of the agreement until April 30, 2009; and

WHEREAS, the parties desire the instant amendment to extend the term of the Agreement through September 30, 2009, to further clarify MPG's hourly rates, and to further clarify MPG's cost recovery requirements.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2. The Town Council hereby approves the Sixth Amendment to the Agreement with The Mellgren Planning Group, Inc. ("MPG"), which extends the term of the Agreement until September 30, 2009, as specifically delineated in Exhibit "A", attached hereto and incorporated herein by reference.

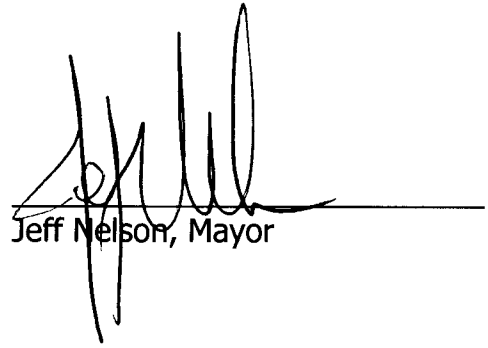
Section 3. The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Sixth Amendment to Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 16th day of April 2009, on a motion by Council Member Doug McKay and seconded by Vice Mayor Steve Breitkreuz.


Nelson	<u>Y</u>	Ayes	<u>5</u>
Breitkreuz	<u>Y</u>	Nays	<u>0</u>
Fisikelli	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
McKay	<u>Y</u>		

[SIGNATURES ON FOLLOWING PAGE]



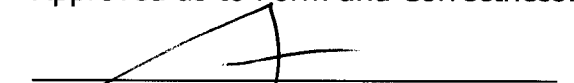
Jeff Nelson, Mayor

ATTEST:



Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1184793_1

SIXTH MODIFICATION TO AGREEMENT

THIS SIXTH MODIFICATION TO AGREEMENT entered into as of this ____ day of April, 2008 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and the Mellgren Planning Group, Inc., consultant firm doing business or authorized to do business in the State of Florida, for the purpose of amending the Agreement between the Town and Michele Mellgren and Associates, Inc. dated April 26th, 2001.

WITNESSETH:

WHEREAS, on March 8, 2001 the Town Council authorized the issuance of a Request for Proposal for Development Management and Zoning Code Services; and

WHEREAS, on April 12, 2001, pursuant to Resolution No. 2001-045, the Town Council selected Michele Mellgren and Associates, Inc.; and

WHEREAS, on September 10, 2003, pursuant to Resolution No. 2003-073 the Town Council approved the First Amendment to its Agreement with Michele Mellgren and Associates, Inc., extending the term of the Agreement for an additional two (2) years; and

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WHEREAS, on March 19, 2009, pursuant to Resolution No. 2009-43, the Town Council approved the Fifth Amendment to its agreement with MPG, which extended the term of the agreement until April 30, 2009; and

WHEREAS, the parties desire the instant amendment to further clarify MPG's hourly rates, to further clarify MPG's cost recovery requirements, and to extend the term of the Agreement through September 30, 2009.

NOW THEREFORE, for and in consideration of the premises and for Ten Dollars (\$10.00) and for other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree that the Original Agreement shall be amended as follows:

1. The foregoing recitals are true and correct.
2. Article 3 "Term" which has previously been amended by the First, Second, Third, Fourth and Fifth Amendments to Agreement, shall be further amended to read as follows:

3.1 This Agreement shall terminate on ~~March 31, 2009~~ September 30, 2009, unless further extended, at the Town's sole discretion, through mutual agreement of both parties

3. Article 4.2.1 "Cost Recovery Basis" shall be amended as follows:

It is understood by the CONSULTANT that the compensation will be on a Cost Recovery Basis for Development Permit Review and Planning and Zoning Review, as specified in Exhibit "A".

TOWN and CONSULTANT agree that the compensation on a Cost Recovery Basis shall be based upon a fee schedule for Development Permit Review and Planning and Zoning Review, said fee schedule shall be established by Resolution approved by the Town of Southwest Ranches.

Said fee, however, shall only be the base application fee. After reviewing the base application, CONSULTANT shall collect any additional amount CONSULTANT deems necessary and proper to fully cover the estimated cost of performing the services requested. In no event shall a permit be issued until the TOWN has completely recovered its costs incurred for processing an application. The TOWN shall withhold from CONSULTANT'S compensation any amounts not recovered from the CONSULTANT'S failure to fully cost recover for CONSULTANT'S services rendered. This cost recovery provision does not apply to matters being handled for the benefit or request of the TOWN.

~~In addition to the fee schedule there shall be an administrative fee of twenty percent (20%) to cover the cost of responding to day to day questions and issues of the general public concerning services provided. This percentage may be adjusted by the Town Administrator during the term of this agreement, as necessary.~~

Fee schedules and administrative fees shall be updated at least annually or at other times as agree to by the Town Administrator and the CONSULTANT.

4. Article 4 "Compensation and Method of Payment" Exhibit "C" shall be amended as follows:

Section 4.3.4 shall be created to state as follows:

For all Work not covered under Section 4.2.1 "Cost Recovery Basis" above, CONSULTANT shall be required to obtain a written Work Order by the Town Administrator or designee in advance of CONSULTANT providing any Work to the Town. The Work Order shall specify the nature of the Work requested, the estimated not to exceed cost to the Town for same, and the timeframe for completion. All Work performed by CONSULTANT without a written Work Order shall be performed at CONSULTANT'S sole cost and expense.

Exhibit "C"
Small and Large Projects
Hourly Rate Schedule

~~Michele Mellgren & Associates~~ The Mellgren Planning Group, Inc.

<u>Principal (Michele Mellgren, Jeff Katims, or anyone else having at least 15 years planning experience with a Masters Degree in Urban and Regional Planning)</u>	<u>\$125</u>
<u>Senior Associate (Swati Meshram, Dawn Teetsel, or anyone having at least 5 years planning experience with a Masters Degree in Urban and Regional Planning)</u>	<u>\$100</u>
<u>Associate Planner (Josh Ooyman or anyone else having at least 3 years planning experience with a Masters Degree in Urban and Regional Planning)</u>	<u>\$90</u>
<u>GIS & Mapping (Josh Ooyman)</u>	<u>\$90</u>
<u>Planner</u>	<u>\$60</u>
<u>Planning Assistant (Elizabeth Tsouroukdissian or anyone thoroughly familiar with the Town's Code, zoning concepts, code application, and bilingual in English/Spanish)</u>	<u>\$85</u>
<u>Landscape Inspector (Casey Lee, or anyone with at least 10 years of landscape inspection experience and who is a Certified Landscape Inspector)</u>	<u>\$85</u>
<u>Administrative (Intake)/Intake/Clerical Work (Heather Loftus)</u>	<u>\$40</u>
<u>Expert Witness Deposition/Testimony</u>	<u>\$125</u>
<u>Direct cost/out of pocket expense</u>	<u>\$100±0%</u>

CONSULTANT may charge applicants for meetings of the Town Council, but shall not charge the TOWN. All administrative intake shall be included within the permit fees.

The TOWN shall not be charged for the dissemination of general information to the public after April 30, 2009.

5. All other terms and conditions not modified herein shall remain of full force and effect and binding on the parties.

IN WITNESS WHEREOF, this Sixth Modification is accepted and executed as of this 16th day of April, 2009.

TOWN OF SOUTHWEST RANCHES

THE MELLGREN PLANNING GROUP, INC.

Jeff Nelson, Mayor

Michele Mellgren, President

Bert Wrains, Interim Town Administrator

Attest:

Susan A. Owens, CMC, Town Clerk

Witness

Approved as to form and correctness:

Gary A. Poliakoff, Town Attorney

Witness

FTL_DB: 1184793_1

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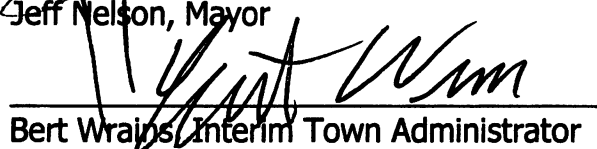
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TOWN OF SOUTHWEST RANCHES



Jeff Nelson, Mayor



Bert Wraigs, Interim Town Administrator

Attest:



Susan A. Owens, CMC, Town Clerk

Approved as to form and correctness:



Gary A. Poliakoff, Town Attorney

THE MELLGREN PLANNING GROUP, INC.



Michele Mellgren, President



Juana Romance
Witness



Cheryl Williams
Witness

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