

**RESOLUTION NO. 2005 - 021**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH MICHELE MELLGREN & ASSOCIATES, INC.; REMOVING THOSE SERVICES NOW COVERED BY OTHER VENDORS; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO ENTER INTO AN AMENDED 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 2001-45, the Town Council selected Michele Mellgren and Associates, Inc.; and

**WHEREAS**, on September 10, 2003, 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 years; and

**WHEREAS**, on November 11, 2004, the Town Council retained independent Town Engineering and Infrastructure Management Services; and

**WHEREAS**, since these services were originally included in the Agreement with Michele Mellgren and Associates, Inc., it is necessary to amend the Agreement to remove these services.

**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 Second Amendment to the Agreement with Michele Mellgren & Associates, Inc. and authorizes the removal of all services, which conflict with the services covered under the Town's recent engineering procurements.

**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into the Second Amendment to the 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 9<sup>th</sup> day of December 2004, on a motion by Vice Mayor Aster Knight and seconded by Council Member Don Maines.

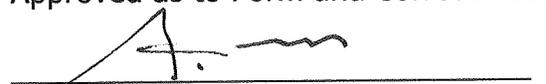
|         |          |            |          |
|---------|----------|------------|----------|
| Fink    | <u>Y</u> | Ayes       | <u>5</u> |
| Knight  | <u>Y</u> | Nays       | <u>0</u> |
| Blanton | <u>Y</u> | Absent or  |          |
| Maines  | <u>Y</u> | Abstaining | <u>0</u> |
| Nelson  | <u>Y</u> |            |          |

  
\_\_\_\_\_  
Mecca Fink, Mayor

ATTEST:

  
\_\_\_\_\_  
Shari Canada, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney  
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**EXHIBIT "A"**

**SECOND MODIFICATION TO AGREEMENT**

**THIS SECOND MODIFICATION TO AGREEMENT** entered into as of the \_\_\_<sup>th</sup> day of December, 2004 between the Town of Southwest Ranches, a municipal corporation of the State of Florida (the "Town") and Michele Mellgren & Associates, Inc., a corporation of the State of Florida ("Consultant"), for the purpose of amending the Agreement between the Town and Consultant approved on April 12, 2001 (the "Original Agreement").

**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 2001-45, the Town Council selected Michele Mellgren and Associates, Inc.; and

**WHEREAS**, on September 10, 2003, 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 years; and

**WHEREAS**, on November 11, 2004, the Town Council retained independent Town Engineering and Infrastructure Management Services; and

**WHEREAS**, since these services were originally included in the Agreement with Michele Mellgren and Associates, Inc., it is necessary to amend the Agreement to remove these services.

**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 2 "Scope of Services" shall be amended to add section 2.7 as follows:

2.7 By the Fifteenth (15<sup>th</sup>) day of each month, Consultant shall provide the Town Administrator with a report delineating the previous month's activity. In addition to a hard copy, said monthly information shall be provided to the TOWN through an electronic medium, in a form and format acceptable by the Town Administrator, via a system that may be accessible by the internet. If the Town Administrator determines that CONSULTANT'S system is not compatible, or that another system should be utilized, the desired system shall be implemented and utilized by CONSULTANT at no additional cost to the CONSULTANT. In addition to the monthly reports, CONSULTANT shall provide daily, through an electronic medium accessible from the internet on a system that may be provided by the TOWN, clear and concise tracking information, which shall include the status of all matters including questions and complaints.

3. Article 3 "Term", which has been previously amended by the First Amendment to Agreement, shall be further amended to read as follows:

~~3.1 The term of this Agreement shall commence on the date this agreement is executed by Town until September 30, 2003. Town shall exercise the option to extend this Agreement until September 30, 2005. This Agreement shall terminate on September 30, 2007, unless further extended, at the Town's sole discretion, through mutual agreement of both parties.~~

4. Article 4 "Compensation and Method of Payment" Section 4.1 "Amount and Method of Compensation" shall be amended to be deleted in its entirety as follows:

~~4.1 AMOUNT AND METHOD OF COMPENSATION~~

~~4.1.1 LUMP SUM COMPENSATION~~

~~TOWN agrees to pay CONSULTANT a compensation for performance of services described in Exhibit "A", required under the terms of this Agreement as follows:~~

- ~~-Twenty Five Thousand (\$25,000) Code Compliance Program,~~
- ~~-Six Thousand Five Hundred (\$6,500) for Transportation Concurrency Plan,~~
- ~~-Ten Thousand (\$10,000) for Zoning and Land Development Code Preparation, phase one~~
- ~~-Specific Projects and Reviews to be defined. Based upon hourly rates as specified in Exhibit "C".~~

~~The Lump Sum amount includes reimbursable expenses provided by CONSULTANT, excluding multiple copies, transportation outside of local area and codification.~~

~~It is acknowledged and agreed to by CONSULTANT that the dollar limitation set forth in Section 4.1.1 is a limitation upon, and describes the maximum extent of, TOWN'S obligation to reimburse CONSULTANT for direct costs, non salary costs, but does not constitute a limitation, of any sort, upon CONSULTANT'S obligation to incur such expenses in the performance of services hereunder. If TOWN or Town Administrator requests CONSULTANT to incur expenses not contemplated in the amount agreed upon, CONSULTANT shall notify the Town Administrator in writing before incurring such expenses. Any such expenses shall be reviewed and approved by TOWN prior to incurring such expenses.~~

5. Article 4 "Compensation and Method of Payment" Section 4.3.1 "Lump Sum Compensation Billing" shall be amended to be deleted in its entirety as follows:

~~4.3.1 LUMP SUM COMPENSATION BILLING~~

~~METHOD OF PAYMENT~~

~~TOWN shall pay CONSULTANT within fifteen (15) calendar days from receipt of CONSULTANT'S properly prepared and submitted statement, based upon tasks achieved in the development of the specific project.~~

6. Article 4 "Compensation and Method of Payment" Section 4.3.2 "Cost Recovery Compensation Billing" shall be amended to be renumbered as section 4.3.1 as follows:

~~4.3.2~~ 4.3.1 COST RECOVERY COMPENSATION BILLING

7. Article 4 "Compensation and Method of Payment" Section 4.3.3 "Payment will be made to Consultant at" shall be amended to be renumbered as section 4.3.2 and the address should read as follows:

~~4.3.3~~ 4.3.1 Payment will be made to CONSULTANT at:

Michele Mellgren & Associates, Inc.  
300 S.W. 2<sup>nd</sup> Street  
Fort Lauderdale, Florida 33312

Michele Mellgren & Associates, Inc.  
6555 Nova Drive  
Suite 305  
Davie, Florida 33317

8. Article 7 "Miscellaneous" Section 7.7 "Consultant's Staff" shall be amended to read as follows:

#### 7.7 CONSULTANT'S STAFF

~~CONSULTANT will obtain written approval of the Town Administrator to change key staff. CONSULTANT shall provide the Town Administrator with such information as necessary or requested to determine the suitability of proposed new key staff servicing the TOWN. The Town Administrator will be reasonable in evaluating new key staff qualifications.~~

If the Town Administrator desires to request removal of any of CONSULTANT's staff servicing the TOWN, the Town Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

9. Exhibit "A" "Development Permit Review," the first paragraph, shall be amended to read as follows:

This service is the review and processing of building permit applications for compliance with the comprehensive plan and zoning and engineering regulations and standards. This includes, for example, the review and processing of requests for new primary construction as well as ancillary construction of items such as pools, fences, barns and sheds. These services also include on site inspection of construction and landscaping to ensure conformance with approved plans. Engineering regulations and standards review shall be coordinated with the Town Engineer.

10. Exhibit "A" "Code Compliance Program" shall be deleted in its entirety as follows:

#### Code Compliance Program

~~Code compliance is a necessary service to protect the safety and welfare of Town residents and to maintain the overall appearance of our community. The services will include the development of a code compliance program that is on a community service basis. Within this~~

~~program complaints of possible violations are received from citizens and the alleged violation is investigated and, as appropriate, resolved.~~

~~This service will include the establishment of an entire code compliance program designed for the Town, including policies, procedures, a cost recovery based fee schedule and implementation of the program. Agreed upon processes will be developed in coordination with the Town Administrator. The development and implementation of the program will be provided by the Consultant for a lump sum amount, with the on-going program supported by cost recovery fees.~~

11. Exhibit "A" "Transportation Concurrency Management Plan" shall be deleted in its entirety as follows:

~~Transportation Concurrency Management Plan~~

~~Broward County is in the process of completely revising the Transportation Concurrency Management System (TCMS). Upon the completion of the revision the County will be requesting a plan or list of improvements for use in the revised TCMS. The plan for the Town shall be provided within the necessary time frames and will include appropriate research, cost estimates, meetings with Town and County officials and a final report. The plan will be developed in coordination with the Town Administrator and will be provided by the Consultant for a lump sum amount.~~

12. Exhibit "A" "Development Permit and Planning and Zoning Review Hourly Rate Schedule" shall delete in its entirety the sections concerning Winningham & Fradley and Huges Hall, Inc. as follows:

WINNINGHAM & FRADLEY

| <del>Title</del>                        | <del>Unit</del>    | <del>Cost</del>    |
|---|--------------------|--------------------|
| <del>Principal</del>                    | <del>hour</del>    | <del>\$ 150</del>  |
| <del>Professional Engineer</del>        | <del>hour</del>    | <del>\$ 120</del>  |
| <del>Engineer</del>                     | <del>hour</del>    | <del>\$ 95</del>   |
| <del>Inspector</del>                    | <del>hour</del>    | <del>\$ 80</del>   |
| <del>Technician</del>                   | <del>hour</del>    | <del>\$ 75</del>   |
| <del>Administrative Services</del>      | <del>hour</del>    | <del>\$ 50</del>   |
| <del>Dispositions/Court Testimony</del> | <del>hour</del>    | <del>\$ 300</del>  |
| <del>Survey Crew</del>                  | <del>hour</del>    | <del>\$ 125</del>  |
| <del>Survey Office</del>                | <del>hour</del>    | <del>\$ 95</del>   |
| <del>Out-of-Pocket Expense</del>        | <del>Expense</del> | <del>110%</del>    |
| <del>Mileage</del>                      | <del>Mile</del>    | <del>\$ .30</del>  |
| <del>Blueprints</del>                   | <del>Each</del>    | <del>\$ 1.90</del> |
| <del>Mylars</del>                       | <del>Each</del>    | <del>\$ 21</del>   |
| <del>Vellum</del>                       | <del>Each</del>    | <del>\$ 21</del>   |
| <del>Shacoh Mylar</del>                 | <del>Each</del>    | <del>\$ 33</del>   |

|                          |      |         |
|--------------------------|------|---------|
| Computer Vellum          | Each | \$ 30   |
| 24 X 36 Xerographic Bond | Each | \$ 8.50 |

**HUGHES HALL INC.**

| Title                                  | Cost   |
|--|--------|
| Principal                              | \$ 150 |
| Senior Project Manager                 | 125    |
| Project Manager                        | 110    |
| Senior Transportation Engineer/Planner | 100    |
| Transportation Engineer/Planner        | 75     |
| Transportation Analyst                 | 60     |
| Senior Designer                        | 85     |
| Designer                               | 70     |
| Engineer Technician                    | 45     |
| Administrative Assistant               | 45     |
| Clerk Typist                           | 35     |
| Expert Witness                         | 210    |

13. Exhibit "B" "Building Permit Review and Planning & Zoning Functions Hourly Rate Schedule" shall delete in its entirety the sections concerning Winningham & Fradley and Huges Hall, Inc. as follows:

Hughes Hall Inc.

|                                     |       |
|-------------------------------------|-------|
| Principal                           | \$125 |
| Senior Manager                      | 100   |
| Planner/ Designer                   | 60    |
| Administrative                      | 40    |
| Expert Witness Deposition/Testimony | 200   |
| Direct cost/out of pocket expense   | 110%  |

Winningham and Fradley, Inc.

|                                     |       |
|-------------------------------------|-------|
| Principal                           | \$125 |
| Engineer                            | 100   |
| Inspector/ Technician               | 60    |
| Administrative                      | 40    |
| Expert Witness Deposition/Testimony | 200   |
| Direct cost/out of pocket expense   | 110%  |

14. Exhibit "C" "Small and Large Projects Hourly Rate Schedule" shall delete in its entirety the sections concerning Winningham & Fradley and Hughes Hall, Inc. as follows:

Hughes Hall Inc.

|  |        |
|--|--------|
| Principal                              | \$ 150 |
| Senior Project Manager                 | 125    |
| Project Manager                        | 110    |
| Senior Transportation Engineer/Planner | 100    |
| Transportation Engineer/Planner        | 75     |
| Transportation Analyst                 | 60     |
| Senior Designer                        | 85     |
| Designer                               | 70     |
| Engineering Technician                 | 45     |
| Administrative Assistant               | 45     |
| Clerk Typist                           | 35     |
| Expert Witness                         | 210    |
| Direct cost/out of pocket expense      | 110%   |

Winningham and Fradley, Inc.

|                              |           |
|------------------------------|-----------|
| Principal                    | \$150     |
| Professional Engineer        | 120       |
| Engineer                     | 95        |
| Inspector                    | 80        |
| Technician                   | 75        |
| Administrative               | 50        |
| Depositions/ Spurt Testimony | 210       |
| Survey Crew                  | 125       |
| Survey Office                | 95        |
| Out of pocket expenses       | 110%      |
| Mileage (per mile)           | .30       |
| Blueprints                   | 1.90 ea.  |
| Mylars/Vellum                | 21.00 ea. |
| Shacoh Mylar                 | 33.00 ea. |
| Vomputer Vellum              | 30.00 ea. |
| 24X36 Xerographic Bond       | 8.50 ea.  |

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

**IN WITNESS WHEREOF**, this First Modification is accepted and executed as of the \_\_\_\_ day of December, 2004.

TOWN OF SOUTHWEST RANCHES

MICHELE MELLGREN &  
ASSOCIATES, Inc.

\_\_\_\_\_  
Mecca Fink, Mayor

\_\_\_\_\_  
Michele Mellgren, Principal

Attest:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Shari Canada, Town Clerk

\_\_\_\_\_  
Witness

Approved as to form and correctness:

\_\_\_\_\_  
Gary A. Poliakoff, Town Attorney  
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