

RESOLUTION NO. 2001-45

A RESOLUTION OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH MICHELE MELLGREN AND ASSOCIATES, INC. FOR THE PROVISION OF DEVELOPMENT MANAGEMENT AND ZONING CODE SERVICES AND SPECIFIC PROJECTS, AND AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID AGREEMENT, AND PROVIDING AN EFFECTIVE DATE THEREFOR.

WHEREAS, on March 8, 2001, the Town Council approved Agenda Item #13 authorizing the development of a Request for Proposal (RFP) for Development Management and Zoning Code Services; and

WHEREAS, the Town Administrator prepared the RFP, appropriately advertised it and received proposals on March 30, 2001; and

WHEREAS, the RFP process did not utilize paper for distribution and submission of proposals, instead using email, disk and CD throughout the process; and

WHEREAS, the Town received responses to its proposal from two firms, Craven Thompson and Associates, Inc. and Michelle Mellgren and Associates, Inc.; and

WHEREAS, the Town Administrator has analyzed the proposals, met with each firm and recommended that one, Michelle Mellgren and Associates, Inc., be engaged by the Town to provide Development Management and Zoning Code Services and specific projects.


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.

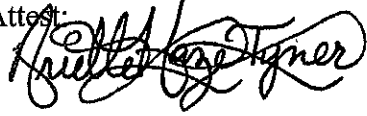
Section 2: The Mayor, Town Administrator and Town Attorney are hereby authorized to enter into an agreement with Michelle Mellgren and Associates, Inc. to provide Development Management and Zoning Code Services and specific projects.

Section 3: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest
Ranches, Florida, this 12th day of April 2001

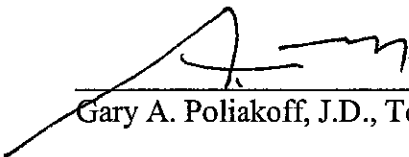


Mecca Fink, Mayor

Attest:


Arielle Haze Tyner, Town Clerk

Approved as to Form and Correctness:



Gary A. Poliakoff, J.D., Town Attorney



Town of Southwest Ranches

3111 Stirling Road
Fort Lauderdale, FL 33312
Phone: (954) 434-0008
Fax: (954) 434-0380

website: www.southwestranches.org

Agreement Between

the Town of Southwest Ranches

and

Michele Mellgren & Associates, Inc

For

Planning, Zoning, Permitting

and Land Use Services

This Agreement between: TOWN OF SOUTHWEST RANCHES, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "TOWN",

AND

Michele Mellgren & Associates, Inc., consultant firm doing business or authorized to do business in the State of Florida, its successors and assigns, hereinafter referred to as "CONSULTANT".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, TOWN and CONSULTANT agree as follows:

ARTICLE 1

PREAMBLE

In order to establish the background, context and frame of the reference for this Agreement and to express the objectives and intentions of the respective parties hereto, the following statements representations and explanations shall be accepted as predicates for the undertaking and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 TOWN has budgeted funding to provide for this Agreement.
- 1.2 Negotiations pertaining to the services to be performed by CONSULTANT were undertaken between CONSULTANT and TOWN based upon a competitive Request For Proposal (RFP) process. Sealed proposals were received on March 30, 2001.
- 1.3 CONSULTANT is to provide Planning, Zoning, Permitting and Land Use Services for the TOWN. As describes in the RFP and as responded to by the CONSULTANT in its response to the RFP.
- 1.4 TOWN Council, on March 8, 2001, agenda item # 13, authorized the issuance of a Request For Proposal, dated March 16, 2001.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONSULTANT services will consist of providing Planning, Zoning, Permitting and Land Use Services. These services are specified in Exhibits "A".
- 2.1 CONSULTANT shall be responsible for providing that all data, exhibits or reports accompanying or supporting the recommendations in current, reliable, valid and reflective of the local conditions on or affecting the Town.
- 2.2 CONSULTANT shall be responsive to the general public, emphasizing extensive community contact, in accordance with policies and procedures as required by the Town Administrator. CONSULTANT shall closely coordinate all steps in the development of recommendations with the Town Administrator.
 - 2.2.1 Applications for planning, zoning or permitting shall be submitted at the office of the CONSULTANT or at other locations as may be agreed to during the term of this Agreement. CONSULTANT shall work with the Town Administrator to develop a permitting review process that will coordinate the application submission process with the County permit and building inspection process
- 2.3 The recommendations are to be based on and consistent with the zoning code and the comprehensive plan.
- 2.4 The review of planning, zoning and permitting applications or requests shall be reviewed within the timeframes developed by CONSULTANT in conjunction with the Town Administrator and, where appropriate adopted by the Town Council.
- 2.5 The Development Permit Review and Planning and Zoning Review process will be provided on a cost recovery basis so that the cost will be borne by the applicant. In addition, an administrative fee will be charged to cover the cost of expenses incurred by CONSULTANT in responding to day-to-day questions and issues of the general public.

- 2.6 CONSULTANT will work with Town Administrator and staff to provide information concerning development permit review and planning and zoning review, to include frequently asked questions about the process, that the TOWN may computerize and provide on-line.

ARTICLE 3

TERM

- 3.1 The term of this Agreement shall commence on the date this Agreement is executed by TOWN until September 30, 2003. TOWN shall have the option to extend this Agreement for an additional two (2) years.
- 3.2 Prior to beginning the performance of any services under this Agreement, CONSULTANT must receive a written Notice to Proceed from the Town Administrator.

ARTICLE 4

COMPENSATION AN METHOD OF PAYMENT

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.

4.1.2 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.

4.2.1 COST RECOVERY BASIS

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.

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 agreed to by the Town Administrator and the CONSULTANT.

4.3 METHOD OF BILLING

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.

4.3.2 COST RECOVERY COMPENSATION BILLING

TOWN and CONSULTANT agree that the application fees and administrative fees shall be developed in coordination with the Town Administrator and shall be established by Resolution of the Town of Southwest Ranches.

METHOD OF PAYMENT

Applicant shall submit an application for services and the application shall be accompanied by a payment in the appropriate amount from the approved fee schedules. Payment shall be received by the CONSULTANT and shall be made payable to the Town of Southwest Ranches. Payment shall be provided to the Town of Southwest Ranches, in a bank account provided by the TOWN, within twenty-four hours (24) of receipt of payment.

CONSULTANT shall submit to the TOWN invoices for the services provided, based upon hourly rates as specified in Exhibit "B", if services are complex and costs exceed the approved fee schedule,

applicant will be required to submit additional fees to support additional costs.

TOWN agrees to a five percent (5%) late fee for all invoices that have been appropriately submitted that are not paid within thirty (30) days.

TOWN agrees that for properly submitted invoices that are not paid within sixty (60) days, services shall be stopped until payment is brought into compliance with this Agreement.

4.3.3 Payment will be made to CONSULTANT at:

Michele Mellgren & Associates, Inc.
300 S. W. 2 Street
Fort Lauderdale, Florida 33312

ARTICLE 5

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

- 5.1 TOWN and CONSULTANT may request changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Such changes must be made in accordance with the provisions of the intent of the RFP for the services to be performed. The changes must be contained in a written amendment, that is executed by the parties, with the same formality and of equal dignity of this Agreement, prior to any deviation from this Agreement.
- 5.2 In the event a dispute between the Town Administrator and CONSULTANT arises over whether requested services constitute additional services and such dispute cannot be resolved by the Town Administrator and CONSULTANT, such dispute shall be promptly presented to the Town Council for resolution. The decision of the Town Council shall be final and binding on both parties. During the pendency of any dispute, CONSULTANT shall promptly continue to perform the disputed services.

ARTICLE 6

TOWN'S RESPONSIBILITIES

- 6.1 TOWN shall assist CONSULTANT by placing at CONSULTANT'S disposal all information TOWN has available pertinent to this Agreement, including previous reports and any other data relative to the Agreement.
- 6.2 TOWN shall execute all reviews and analyses in a timely manner to support the completion of this Agreement within the timeframes defined herein.

ARTICLE 7

MISCELLANEOUS

7.1 OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, computer files reports prepared or provided by CONSULTANT in connection with this Agreement shall become the property of TOWN, whether they are completed or not, and shall be delivered by CONSULTANT to TOWN within seven (7) days of the receipt of the written notice of termination. If applicable, TOWN may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this Article 7.

7.2 TERMINATION

7.2.1 This Agreement may be terminated for cause by action of TOWN or by CONSULTANT upon three (3) day's written notice by the party that elects to terminate, or for convenience by action of TOWN or by CONSULTANT upon not less than fourteen (14) day's written notice. This Agreement may also be terminated by the Town

Administrator upon such notice as the Town Administrator deems appropriate under the circumstances in the event the Town Administrator determines that termination is necessary to protect the public health, safety, or welfare of the TOWN.

7.2.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of TOWN as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

7.2.3 Notice of termination shall be provided in accordance with the "NOTICES" article of this Agreement except that notice of termination by the Town Administrator which the Town Administrator deems necessary to protect the public health, safety or welfare may be verbal notice which shall be promptly confirmed in writing.

7.2.4 In the event this Agreement is terminated for convenience, CONSULTANT shall be paid for any services performed to the date this Agreement is terminated. Compensation shall be withheld until all documents listed under Article 8.1 of this Agreement, are provided to TOWN. Upon being notified of TOWN'S election to terminate, CONSULTANT shall refrain from performing further services or incurring additional expenses under this Agreement. Under no circumstances shall TOWN may payment of profit for services which have not been performed. CONSULTANT acknowledges and agrees the One Dollar (\$1.00) of the compensation to be paid by TOWN, the adequacy of which is hereby acknowledged by CONSULTANT, is given as specific consideration to CONSULTANT for TOWN'S right to terminate this Agreement for convenience.

7.3 AUDIT RIGHT AND RETENTION OF RECORDS

TOWN shall have the right to audit the books, records and accounts of CONSULTANT that are related to this Agreement. CONSULTANT shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement.

CONSULTANT shall preserve and make available, at reasonable times for examination and audit by TOWN, all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes) if applicable, or, if the Florida Public Records Act is not applicable, of a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by TOWN to be applicable to CONSULTANT'S RECORDS, CONSULTANT shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirements of either federal or state law shall be violated by CONSULTANT. Any incomplete or incorrect entry in such books, records and accounts shall be a basis for TOWN'S disallowance and recovery of any payment upon such entry.

7.4 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by either party and CONSULTANT shall not subcontract any portion of the work required by this Agreement, other than assignments to the associates specified within the CONSULTANT'S RPF proposal.

CONSULTANT shall perform its duties, obligations and services under this Agreement in a skillful and respectable manner. The quality of CONSULTANT'S performance and all interim and final products provided to or on behalf of TOWN shall be comparable to the best local and national standards.

7.5 INDEMNIFICATION OF TOWN

To the extent permitted by law, TOWN shall defend, save harmless and indemnify CONSULTANT against any tort, professional liability claim or demand or any and all other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in this Agreement. The TOWN will litigate, compromise or settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon. The TOWN, or its insurance carrier, will provide legal representation for CONSULTANT, acceptable to CONSULTANT, for any and all claims, proceedings or lawsuits, whether groundless or otherwise,

related to or arising out of CONSULTANT'S affiliation with the TOWN. This indemnification provision shall survive the termination of this Agreement. Notwithstanding the aforesaid, TOWN shall not be obligated to indemnify or save harmless CONSULTANT from claims of any nature arising out of the malfeasance of CONSULTANT, its agents or employees, or from injury or property damages caused by the intentional misconduct of CONSULTANT, its agents or employees. CONSULTANT shall indemnify and save harmless the TOWN from claims of any nature arising out of unlawful or actionable employment and labor practices including, but not limited to, claims under the Florida and Federal Civil Rights Act, Age Discrimination in Employment Act, Americans with Disabilities Act, Federal Wage and Hours Laws and the State and Federal Fair Housing Acts. The aforesaid indemnification only applies to the extent that the costs, expense or damages exceed monies covered by insurance. The parties hereto acknowledge the mutual exchange of receipts and adequacy of specific consideration in the amount of One Dollar (\$1.00) for the indemnification provided herein. The provisions of this paragraph shall survive the expiration of earlier terminations of this Agreement.

7.6 INSURANCE

- 7.6.1 Workers' Compensation Insurance CONSULTANT to provide for all employees workers compensation insurance in compliance with the Workers' Compensation Law of the State of Florida and all applicable federal laws. In addition, CONSULTANT shall require that all associates performing work or services for TOWN furnish evidence that they maintain workers' compensation insurance.
- 7.6.2 Comprehensive Professional Liability and Property Damage Insurance CONSULTANT to provide comprehensive professional liability and property damage insurance with a minimum limit of One Million Dollars (\$1,000,000) per occurrence.
- 7.6.3 Automobile Liability Insurance CONSULTANT to provide automobile liability insurance including principal and employees, with limits of at least \$100,000/\$300,000 for each occurrence.
- 7.6.4 CONSULTANT shall provide to TOWN a Certificate of Insurance or a copy of all insurance policies required by Article 7.6. TOWN reserves the right to require a certified copy of such policies upon request. All certificates and endorsements required herein shall state that TOWN shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

7.7 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, return receipt requested, addressed to the party to whom it is intended at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR TOWN:

John Canada, Town Administrator
3111 Stirling Road
Fort Lauderdale, Fl. 33312

FOR CONSULTANT:

Michele Mellgren & Associates, Inc.
300 S. W. 2 Street
Fort Lauderdale, Florida 33312

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. 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, the Town Administrator shall first meet with CONSULTANT and provide reasonable justification for said removal.

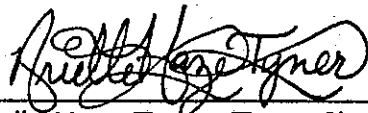
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE MADE AND EXECUTED THIS agreement on the respective dates under each signature: TOWN OF SOUTHWEST RANCHES through its TOWN COUNCIL, signing by and through its Mayor, authorized to execute same by Council action on the 12th day of April


2001 and Michele Mellgren & Associates, Inc.. signing by and through its Principal, duly authorized to execute same.

TOWN

TOWN OF SOUTHWEST RANCHES

ATTEST:


Arielle Haze Tyner, Town Clerk

By 
Mecca Fink, Mayor

26 day of April 2001

By 
John Canada, Town Administrator

26 day of April 2001

APPROVED AS TO FORM AND CORRECTNESS:

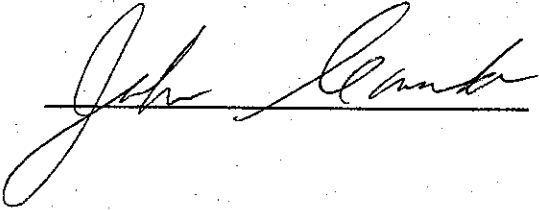
By 
Gary A. Poliakoff, Town Attorney

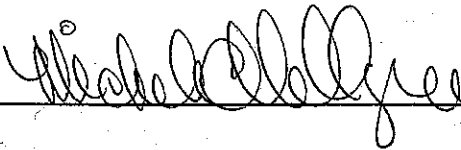
AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES AND MICHELE MELLGREN & ASSOCIATES, INC. FOR SERVICES PROVIDED BY MICHELE MELLGREN & ASSOCIATES, INC.

CONSULTANT

ATTEST:

Michele Mellgren & Associates Inc.,
a consultant firm doing business or authorized
to do business in the State of Florida.



By 

Title: PRESIDENT

4 day of May 2001

Exhibit "A"

Scope of Services

The Scope of Services has been defined in six (6) specific services as defined below:

Development Permit Review

This service is the review and processing of building permit applications for compliance with 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.

The services are provided on a cost recovery basis through the use of application fees and administrative fees established by Resolution approved by the Town of Southwest Ranches. Application fees and administrative fees will be paid to the Town and Consultant will be paid based upon actual services performed.

The services will be provided based upon agreed upon processes that will consider the efficient and effective transition of services from Broward County and the service needs of the Town residents. Agreed upon processes will be developed in coordination with the Town Administrator.

Planning and Zoning Review

This service is provided to the Town in review of applications for various land use issues. These include, but are not limited to, the review of requests for land use plan amendments; rezoning; plats; variances; special permits; special exceptions; and site plans. The review process for these services includes the analysis of the impact of the request in conjunction with the evaluation criteria set forth in the comprehensive plan, zoning code and land development regulations, as applicable; meetings with applicant and appropriate representatives; preparation of a written analysis that includes a recommendation with a finding of fact for consideration by the Town Council; and presentation of the issue before

the Town Council in the appropriate venue, which is normally a quasi-judicial public hearing. The service also includes providing relevant information to Town officials concerning planning and zoning issues, as well as, updating the official zoning and land use plan maps, as necessary and appropriate.

The services are provided on a cost recovery basis through the use of application fees and administrative fees established by Resolution approved by the Town of Southwest Ranches. Application fees and administrative fees will be paid to the Town and Consultant will be paid based upon actual services performed.

The services will be provided based upon agreed upon processes that will consider the efficient and effective transition of services from Broward County and the service needs of the Town residents. Agreed upon processes will be developed in coordination with the Town Administrator.

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.

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.

Zoning and Land Development Code Preparation

Upon the completion of the Comprehensive Plan for the Town, the zoning code and land development regulations will have to be prepared. At this time the Town utilizes the Broward County Code which contains provisions that will not be applicable to the unique character of the Town of Southwest Ranches approved comprehensive plan. The Town will need to develop codes and regulations that are tailored to the goals and objectives of the comprehensive plan.

The Consultant shall develop a complete text of codes and regulations that implements the adopted Comprehensive Plan. The development of the complete text shall include five meetings as requested by Town Administrator, attending three public meetings, changes to text requested by Town after the three meetings shall be billed at the hourly rate specified in Exhibit "B".

Phase one -The Consultant shall review the development of the comprehensive plan and provide guidance and advice with respect to the application of comprehensive plan provisions and directions.

Specific Projects and Reviews

The Consultant has the ability to provide services for specific small scale projects that focus on a limited or specific area, such as, land use impact analysis, demographic trends, statistical analysis and basic research. The Consultant also has the ability to provide services for large-scale projects that impact most or the entire Town, such as, fiscal assessments, economic analysis and circulation analysis. These services may be necessary for the Town in the near future.

The listing of an example of these small and large-scale projects is provided in Exhibit "D". Hourly rates for the provision of the projects is established and included in Exhibit "C". The projects will be authorized specifically by the Town Administrator, with a project in excess of Twenty Thousand (\$25,000) requiring the approval of the Town Council.

Exhibit "A"
Development Permit and Planning and Zoning Review
Hourly Rate Schedule

MICHELE MELLGREN & ASSOCIATES, INC.

<u>Title</u>	<u>Unit</u>	<u>Cost</u>
Principal	hourly	\$ 125
Senior Associate	hourly	100
Planner	hourly	60
Administrative	hourly	35
Expert Witness Deposition/Testimony	hourly	200
Direct Cost/Out of Pocket Expense	Expense	110%

WINNINGHAM AND FRADLEY, INC.

Principal	Hour	\$150.00
Professional Engineer	Hour	\$120.00
Engineer	Hour	\$ 95.00
Inspector	Hour	\$ 80.00
Technician	Hour	\$ 75.00
Administrative Services	Hour	\$ 50.00
Depositions/Court Testimony	Hour	\$300.00
Survey Crew	Hour	\$125.00
Survey Office	Hour	\$ 95.00
Out of Pocket Expenses	Expense	110%
Mileage	Mile	\$.30
Blueprints	Each	\$ 1.90
Mylars	Each	\$ 21.00
Vellum	Each	\$ 21.00
Shacoh Mylar	Each	\$ 33.00
Computer Vellum	Each	\$ 30.00
24 X 36 Xerographic Bond	Each	\$ 8.50

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

Exhibit "B"

Building Permit Review and Planning & Zoning Functions Hourly Rate Schedule

Michele Mellgren & Associates, Inc.

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

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%

Exhibit "C"
Small and Large Projects
Hourly Rate Schedule

Michele Mellgren & Associates, Inc.

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

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.

Exhibit "D"

Small and Large Scale Projects

SMALL SCALE PROJECTS

Services for specific small-scale analyses, studies and any related process, such as review by Broward County or the State of Florida may cover a broad range of issues and topics. Examples of the types of such analyses and processes are included below. Small-scale specific projects are focused on one topic limited to a specific geographic area of the Town.

- ▲ Land Use Impact Analyses – Analyze a proposed change in land or building use on surrounding land uses; traffic impacts; neighborhood/corridor studies; demographics
- ▲ Demographic Trends – Examine current trends, predict future population characteristics
- ▲ Simple Statistical Analyses – Specific analyses for prediction purposes
- ▲ Basic Research – Generally includes review of already existing data or information to determine a response to an inquiry. An example would be review of municipal codes to determine how other cities approach an issue or problem.
- ▲ Comprehensive Plan Text Amendments – Includes preparation of proposed plan language update, and processing through appropriate government agencies
- ▲ Zoning Code Amendments – Analyze and update specific sections of zoning codes to achieve desired comprehensive plan implementation. This work may include, for example, research to determine how other municipalities have addressed issues through code amendments.

LARGE SCALE TOWNWIDE PROJECTS

Large-scale projects can be defined as those that affect most or all parts of the Town and are very broad in nature. Examples of such projects are shown below.

- ▲ Fiscal Assessments – Examine the effect of physical, social, demographic changes or improvements on current and future municipal budgets and revenues
- ▲ Economic Analyses – Determine the primary, secondary value of a general use, activity
- ▲ Comprehensive Plan Map Amendments – Includes preparation of all required analyses, and processing through appropriate government agencies
- ▲ Statutory Required Comprehensive Plan Updates or Additions – Prepare the required Evaluation and Appraisal Report (EAR) or additional elements of the Plan as required by Florida statutes
- ▲ Zoning Code or Land Development Code Rewrite – Rewrite most or all sections of the zoning or land development code to address policy issues or concerns.
- ▲ Redevelopment Studies – Broad-ranging analyses that may include inventory of existing physical improvements, regulatory impediments to redevelopment, identification of incentives, public funding opportunities
- ▲ Complex Statistical Analyses – Broad analyses for prediction purposes (Utilized multiple regression analysis with place of residence and place of employment as variables to determine optimal commercial branch office locations)