

1. Requested Motion:

Meeting Date: Dec 7, 2009

Approve the supplement to the contract for Professional Services with Spikowski Planning Associates.

Why the action is necessary: The agreement expires on December 31, 2009.

What the action accomplishes: Extends the terms of the existing agreement for a two-year period.

2. Agenda:

3. Requirement/Purpose:

4. Submitter of Information:

Consent
 Administrative
 Appeal

Resolution
 Ordinance
 Other: Action

Council
 Department: DCD

5. Background: The attached memo from Mr. Spikowski explains that the supplement to the contract for professional services is for a 24 month period, instead of a 12 month period, but at the same rate as past years. These services are on an 'as needed' basis – no contractual hours.

6. Alternative Action: N/A

7. Management Recommendations: Approve the supplement extending the existing agreement .

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

Approved Denied Deferred Other



**SPIKOWSKI
PLANNING
ASSOCIATES**

TOWN OF
FORT MYERS BEACH

NOV 24 2009

RECEIVED BY

MEMORANDUM

TO: Mr. Jack Green, Interim Town Manager
FROM: Bill Spikowski
DATE: November 21, 2009
SUBJECT: Professional Services Contract

My current professional services contract with the Town of Fort Myers Beach expires on December 31, 2009.

I am attaching a proposed supplement to that contract which would extend it on the same terms as our current contract except that the proposed length would be 24 months instead of the current 12 months.

My major assignment from the town this past year has been completing the process of amending the comprehensive plan. These amendments included those resulting from the Evaluation/Appraisal Report plus several major state-mandated amendments concerning public schools, capital improvements, and potable water supply. The Florida Department of Community Affairs has found these amendments to be in compliance with state regulations and they will take effect later this month.

If the town approves this extension, please sign both copies and return one to me.

Attachment: Proposed supplemental agreement, for calendar years 2010-2011

*cc: Frank Shockey, Interim Community Development Director
Anne Dalton, Town Attorney*

SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL SERVICES

Spikowski Planning Associates agrees to this ~~eighteenth~~ amendment to its October 1996 contract with the Town of Fort Myers Beach to provide additional professional services, and the Town of Fort Myers Beach contracts for such services and agrees to pay for them, all for the fees and on the terms and conditions set forth in the original contract except as amended herein. Additional changes to the existing contract and previous supplemental agreements are indicated below.

CHANGES TO PARAGRAPH EIGHT: OPTIONAL SERVICES/PRICE

During the term of this agreement and for an additional period of ~~twenty-four~~ twelve months after the completion of other work under this agreement, beginning on January 1, ~~2010~~ 2009 and ending December 31, ~~2011~~ 2009, upon mutual agreement with the Town, Consultant shall provide any of the optional services that the Town may select from Task 10 of Exhibit A, or any of the optional services described in the table below, for the prices indicated. The Town does not commit to requesting any minimum amount of services under this agreement nor does the Consultant commit to any minimum amount of availability to perform such services.

For any hourly services requested under this contract, Consultant shall provide an itemized billing showing services provided and hours expended. Hourly billing for William M. Spikowski shall be at \$125.00 Total hourly services requested under this ~~eighteenth~~ supplemental agreement may not exceed \$37,500 during any six-month period without a modification to this contract. Invoices for out-of-pocket expenses and subconsultant invoices, if any, shall be submitted by Consultant and reimbursed by the Town on a monthly basis.

OPTIONAL SERVICE	COST
<p>Assistance in researching and formulating land development regulations, including:</p> <ul style="list-style-type: none"> ■ Prepare any additional amendments to Chapters 1, 2, 6, 10, 14, 22, 26, 27, 30, and 34 as directed by the Town Council in order to resolve inconsistencies, update the code, or address new subjects. ■ Publish, distribute, and update the town's official and historic zoning maps as requested by the town. ■ Attend public hearings on adoption of land development code amendments and attend workshops and other meetings as requested by the town manager. ■ Assist the town with the development of residential design standards for potential inclusion in the land development code. ■ Assist Lee County with converting its Geographic Information System to reflect the town's latest zoning and comprehensive plan maps. 	<p>Hourly Rate</p>

OPTIONAL SERVICE	COST
Professional planning services to the town to implement the "Evaluation and Appraisal Report" to update the Fort Myers Beach Comprehensive Plan, as required by Florida Statutes 163.3191.	Hourly Rate
Telephone consultation on miscellaneous planning matters.	Hourly Rate
Miscellaneous planning services not covered by this contract, including comprehensive plan amendments and assistance in evaluating rezoning requests, when requested by the town manager.	Hourly Rate
Additional services on the Fort Myers Beach Comprehensive Plan, including advice to the Town Council, LPA, town staff, county staff, and public on the application of the comprehensive plan.	Hourly Rate
Attend meetings in Fort Myers Beach as requested by the town manager.	Hourly Rate plus 1.5 hours travel time

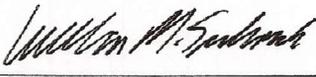
IN WITNESS THEREOF, the parties have executed this amendment to their original agreement separately, on the dates indicated by their respective signature blocks below. If the date of this agreement becomes material for any reason, the date of execution by the Town shall be considered to be the date of the agreement.

TOWN OF FORT MYERS BEACH

BY: _____

DATE: _____

SPIKOWSKI PLANNING ASSOCIATES

BY: 
 William M. Spikowski, owner

DATE: 11-21-09

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BY: _____

DATE: _____

SPIKOWSKI PLANNING ASSOCIATES

BY: William M. Spikowski
 William M. Spikowski, owner

DATE: 11-21-09