



Turner Miller Group
planning consensus community

December 17, 2013

Honorable Reggie Spinello, Mayor Elect
Glen Cove City Hall
9-13 Glen Street
Glen Cove, NY 11542

Dear Mayor Elect Spinello:

Congratulations on your election. This letter and proposal is a follow up to our email to you on December 18th. As you know Turner Miller Group has provided planning and zoning services to Glen Cove for many years. Our firm represents a substantial institutional memory. Our primary role is serving as planning advisors to the Planning Board and Building Department. We are available to advise the City Council on planning, zoning and environmental matters as well and to prepare special reports requested by the City and for which separate budgets can be negotiated.

We would very much like to continue to serve the City and to assist you and your administration to achieve its vision. Max Stach and I would appreciate the opportunity to discuss these matters with you.

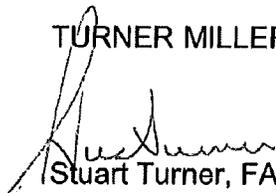
I have also taken the liberty of enclosing two signed copies of a proposed renewal of our planning services contract particularly to illustrate what services we can provide. The terms and scope are the same as 2013.

The attached fee schedule is the same as we have utilized since 2008. We propose to utilize this for project reviews and for assignments or studies requested by the City Council, such as zoning revisions, so there would be no increase in fees.

We appreciate your consideration of Turner Miller Group New York and look forward to working with you and the Glen Cove City Council and Planning Board.

Sincerely,

TURNER MILLER GROUP



Stuart Turner, FAICP, PP
President

Cc: Thomas Scott, Planning Board Chairman

CONTRACT FOR PROFESSIONAL SERVICES
By and Between
THE CITY OF GLEN COVE, NEW YORK
And
TURNER MILLER GROUP NEW YORK, LLC

THIS AGREEMENT entered into as of this ____ day of _____, 2014 by and between the City of Glen Cove, New York, hereinafter referred to as the "City" and Turner Miller Group New York, LLC, with offices at 2 Executive Boulevard, Suffern, New York 10901 hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, the City wished to retain professional planning consulting services for ongoing activities; and

WHEREAS, the City wishes to retain the Consultant to provide these services;

NOW, THEREFORE, THE PARTIES HERETO DO INITIALLY AGREE AS FOLLOWS:

1. Employment of Consultant

The City hereby engages the Consultant and the Consultant hereby agrees to perform the professional services set forth herein.

2. Scope of Services

The Consultant shall perform all the services to the City as outlined below.

- A. Attend Planning Board meetings and other meetings as requested in accordance with Section 3.B.
- B. Review and prepare reports on subdivisions, site plans and other matters submitted to the Planning Board. Reports on minor subdivisions or minor site plans that may not involve planning matters (traffic, zoning, landscaping, parking layout, access, environmental protection), shall be made upon the request of the Planning Board or Director of the Building Department as appropriate.
- C. Review and prepare reports on zone change applications and update the City Zoning Map where necessary.
- D. Advise City Council or Planning Board on Zoning issues as requested. This may include follow-up on the zoning for the Comprehensive Plan upon the City's authorization

- E. Prepare and/or review environmental reports relating to City reviews of development proposals.
- F. Meet with developers, land owners and others to discuss development proposals and provide background on the City's planning objectives and application requirements.
- G. Assist the City in developing solutions to various planning-related problems that may occur from time to time including the appropriateness of various state and federal grant programs.

3. Time of Performance

- A. The services of the Consultant are to commence upon January 1, 2014 and continue until December 31, 2014.
- B. The City shall be responsible for arranging for any desired coordination or consultation meetings, presentation meetings, etc.

4. Data and Assistance to be Provided to the Consultant by the City

The City shall provide the Consultant with such data and assistance as may reasonably be available. It is understood by the parties that such data and assistance shall be provided to the Consultant in a timely manner; and that delays in supplying such data and assistance may require extensions of any time limitations agreed to by the City and the Consultant for specific work items.

5. Compensation and Method of Payment

- A. All work is to be paid for on a per diem basis in accordance with the fee schedule, Exhibit A, attached hereto and made a part hereof.
- B. Payments shall be made upon receipt by the City of a requisition for payment from the Consultant specifying the time worked and specifying that the Consultant has performed the authorized work as requested by the City and that the Consultant is entitled to receive the amount requisitioned under the terms of the Contract.

6. Assistance on Billing to be Provided by Consultant

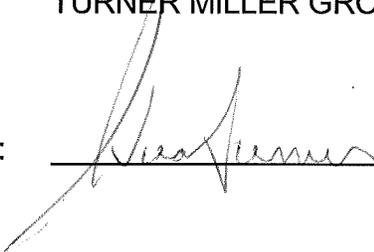
- A. Where requested the Consultant shall provide to the Secretary of the Board a projected cost analysis for each review assignment including development projects for which the City is entitled to compensation from the developer and for which escrow accounts are established. Updates shall also be provided as necessary to enable the City to require compensation funds from the developer in advance of the Consultant billing wherever practicable.
- B. Whenever the Consultant bills the City, the Consultant shall provide a breakdown by project showing the monetary cost attributed to each project.

IN WITNESS WHEREOF, the City has caused in these presence to be executed by its Mayor and its corporate seal to be affixed hereto; and the Consultants have set their hands and seals hereunder on the day and year first above written.

CITY OF GLEN COVE, NEW YORK

BY: _____

TURNER MILLER GROUP NY, LLC

BY:  _____