

NORTHFIELD TOWNSHIP

MEMO

To: Northfield Township Board
From: Howard Fink
Date: 1/19/2016
Re: McKenna

Dear Township Board,

As I have stated previously, I am recommending moving forward with McKenna and Associates. Phil McKenna has suggested a senior vice president planner to work with the Planning Commission and Township. While there are times when a more junior associate will be working on our account, the hourly rate will generally be higher than in previous contracts. Also, Kurt Weiland has requested on multiple occasions that he does not have the staff to service the Township on the Zoning Administration piece, but would like to continue in the building arena. I recommend using McKenna for Zoning Administration and to make that switch now. Attached is the contract McKenna is proposing.

Sincerely,



Howard Fink, Township Manager

January 15, 2016

Mr. Howard Fink
Township Manager
Township of Northfield
8350 Main Street
Whitmore Lake, MI 48189

Subject: DRAFT - Professional Services Agreement

Dear Mr. Fink:

Enclosed you will find two copies of the DRAFT Professional Services Agreement for your review and approval. If you find these terms acceptable, please execute both copies and return one to us for our files.

We look forward to assisting you with this and future endeavors. Thank you.

Respectfully submitted,

McKENNA ASSOCIATES

Phillip C. McKenna, AICP, PCP
President

cc: Sarah J. Hodges, AICP, IAP2
Senior Vice President

**AGREEMENT FOR PROFESSIONAL AND
TECHNICAL PLANNING ADVISORY SERVICES**

THIS AGREEMENT, entered into this _____ day of January, 2016, by and between the NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, State of Michigan, referred to as "Township" and MCKENNA ASSOCIATES, INCORPORATED, a Michigan corporation of Northville, Michigan, referred to as "Consultant."

WITNESS:

SECTION 1 – AGREEMENT

For and in consideration of the faithful and workmanlike performance of the services described, the Township hereby hires the Consultant and shall pay the Consultant as described in Section 8. This agreement shall continue in effect from the date of execution until such time as there is a ninety (90) day notice of termination by either the Township or the Consultant.

SECTION 2 - RETAINER SERVICES

The Consultant for its part, hereby agrees to provide the following technical and planning advisory services:

- A. The Consultant shall attend up to twenty-four (24) regularly-scheduled Planning Commission, Zoning Board of Appeals, and Board of Trustees meetings per twelve (12) month period. At the regular meetings, the professional planner shall:
 - 1. Confer with the Chairperson and/or Township Manager regarding the agenda prior to the meeting.
 - 2. During the meeting provide guidance and assistance regarding local and State legislation, procedures, regulations and planning, zoning and design principles.
- B. On a day-to-day basis the Consultant shall provide telephone advice, assistance and coordination with Township officials, especially the Township Manager, and others doing business with the Township in all matters pertaining to administrative, advisory and legislative responsibilities, as applied to zoning, subdivision, commercial/industrial/multiple-family and other development issues, as requested by the Township.
- C. The Consultant shall make available its professional library of planning, design, development, housing, zoning and census information.
- D. The Consultant shall make the Township officials generally aware of the availability of sources of various funds and economic development mechanisms.

SECTION 3 - HOURLY RATED SERVICES

For services rendered pursuant to Section 3, the Township shall pay the Consultant at the hourly rate specified in Section 8.B., only upon request by the Township and a prior estimate from the Consultant:

- A. Provision of assistance on the Community Development Block Grant (CDBG) and Federal/State programs and assistance on other similar Federal, State and local programs which may be applicable.
- B. Preparation for and attendance at other meetings of a planning or coordinating nature, with other agencies or groups, as requested by authorized Township officials beyond those identified above in Section 2.
- C. Professional planning and related work in the maintenance of the Master Plan and interpretation and revision of the plan as required.
- D. Provision of verbal and/or written reports, reviews and recommendations or other services (e.g., extensive revisions of zoning ordinance, map and text) to the Township as specifically requested by authorized Township officials.
- E. The Consultant shall review potential land development proposals as to advisability and feasibility pursuant to the Township's land regulations and plans.
- F. Coordination of Township planning activities with other local, county, state, and regional agencies and authorities with jurisdiction, including but not limited to the Michigan Department of Natural Resources, and Michigan Department of Transportation, the Michigan State Housing Development Authority, when requested by the Township.
- G. Provision of other technical services related to planning, land use and spatial concerns, as may be requested by authorized Township officials.
- H. Sitting as expert witness in court cases involving the Township, for a fee equivalent to one hundred fifty percent (150%) of the hourly rate specified in Section 8.B.

- I. Preparation of grant applications for submission to federal, state, county or other agencies.
- J. Provision of on-site planning and zoning services as requested by authorized Township officials.
- K. Provision of other professional, technical and design services as may be requested by authorized Township officials.

SECTION 4 - REVIEW SERVICES

The Consultant shall provide written technical recommendations on site plans, special approvals, rezonings, variances, and lot splits (land divisions), in accordance with the Township Zoning Ordinance and subdivision reviews in accordance with the Township Subdivision Control Ordinance. All such work shall be paid by the Township in accordance with the schedule of fees included in Section 8.C., herein.

For each review, the Consultant shall undertake the following activities:

- A. Initially review the site using aerial photos.
- B. Discuss the case by telephone or in person with the applicant and Township officials regarding review issues.
- C. Review relevant planning issues (not including specific technical engineering issues).
- D. Prior to scheduled review by the Township (in time for inclusion with agenda packages), submission of a written review and recommendation to the Township.

SECTION 5 - COOPERATION

The Consultant shall have the cooperation of Township officials, including the Township Manager, Clerk/Treasurer, Attorney, Engineer, and other staff and consultants in the collection of data and other information for the agreed upon services.

SECTION 6 - CONSULTANT PROVISIONS

The Consultant agrees to furnish all materials and services including salaries of employees engaged by the Consultant and other overhead expenses necessary to undertake the above services for the Township and to assume all cost, except as otherwise provided in this agreement.

SECTION 7 - TOWNSHIP PROVISIONS

If requested by the Consultant and if available, the Township shall furnish the following in digital format, or paper format if no digital version is available, without charge to the Consultant:

- A. Up-to-date copies of Township code of ordinances, including zoning construction and land division ordinances, forms, guidelines and policies.
- B. Copies of previously prepared studies, plans, census and other available data.
- C. Aerial photographs with property lines as available from Washtenaw County; reproducible GIS or CAD maps of the Township, as available.
- D. Copies of the agenda and minutes for each Planning Commission meeting, and copies of site plans, documents, applications and related information for items on each Planning Commission agenda.

SECTION 8 - COMPENSATION

For and in consideration of the faithful and professional performance and delivery of the above services as set forth herein, the Township shall pay the Consultant monthly for services pursuant to this agreement within a period of thirty (30) days after receipt from the Consultant of an itemized voucher describing services performed, and when applicable, the time spent in rendering such services at the agreed upon hourly rate, per the schedule below:

- A. Retainer under Section 2
For services rendered pursuant to Section 2, the Township shall pay the Consultant a retainer of Six Hundred Ninety-Five Dollars (\$695.00 per month).
- B. Hourly Rated Services under Section 3
For services rendered pursuant to Sections 3 above, the Township shall pay the Consultant at the hourly rate specified in the following schedule, including mileage at the rate of \$.50 per mile and one half of the travel time to Township offices, upon request by the Township:

<u>Professional Classification</u>	<u>Rate Per Hour</u>
President	\$135.00
Executive or Senior Vice President	\$130.00
Vice President	\$125.00
Director	\$120.00
Senior Principal or Manager	\$110.00
Principal	\$97.00
Senior	\$78.00
Associate	\$68.00
Zoning Building Administrator	\$60.00
Building Inspector	\$58.00
Assistant	\$55.00
Aide	\$44.00
Administrative Assistant	\$42.00

* Rates include the following overhead:

Accounting	Legal
Advertising and Promotion	Licenses
Books, Publications and Maps	Meals
Business Entertainment	Memberships and Subscriptions
Computers	Office Space and Parking
Charitable Contributions	Office Equipment
Professional Dues	Office Supplies
Furniture and Fixtures	Postage (Except Overnight)
Graphics Supplies and General	Software
Insurance	Taxes
Interest	Telephone

C. Compensation for Services Under Section 4 Review Services

For the following reviews, fees shall be paid by the Township to the Consultant for services rendered per Section 4. of this Agreement, in accordance with the following schedule. Payment of the following fees shall not be contingent upon Township's receipt of payment from applicants. Where fees are based on hourly rates, upon request Consultant shall provide cost estimate to the Township for review services prior to commencing work.

1. **Subdivision (plat) Review** (for conventional subdivision and cluster subdivision):
 - a. Sketch Plan Review (not required, but desirable) – \$30.00 per lot with \$300.00 minimum charge.
 - b. Preliminary Plat Review for Tentative Approval – \$700.00 plus \$20.00 per lot.
 - c. Final Plat Review - \$300.00 plus \$10.00 per lot, \$350.00 minimum charge.
 - d. Review of Covenants and Restrictions: Consultant shall be paid at hourly rates.
2. **Site Plan Review (Each Review)** - The fees specified below are for review for the initial plan or proposal. The Consultant shall be paid one half (1/2) of the fee specified for review of each revision of a site plan and/or for each final review phase, except where the review fee is based on an hourly rate. In the case of fees which are based on acreage, the fee shall be based on the portion of the parcel to be developed. If the Consultant determines that the revisions are significant enough to warrant a second full review, a full review fee shall be charged.
 - a. Site Condominium Developments - \$400.00 plus \$5.00 per site condominium lot or unit; plus the fee for review of the condominium Master Deed and Bylaws and other documents (subsection 7. below).
 - b. Multiple-Family Uses or Attached Condominium Developments - \$600.00 plus \$10.00 per unit; plus the fee for review of the condominium Master Deed and Bylaws and other documents.
 - c. Rural Residential Open Space Developments or Cluster Housing - \$650.00 plus \$10.00 per unit.
 - d. Manufactured Housing Parks - \$600.00 plus \$10.00 per manufactured home site.
 - e. Commercial Uses - \$650.00 plus \$75.00 per acre or fraction thereof.
 - f. Industrial, Research or Office Uses - \$650.00 plus \$75.00 per acre or fraction thereof.
 - g. Public, Institutional or Semi-Public Uses - \$600.00 plus \$50.00 per acre or fraction thereof.
 - h. Private Roads - \$485.00 plus \$5.00 per abutting lot.
 - i. Planned Unit Development (PUD):
 - 1) Initial Review of PUD Plans and PUD Rezoning Application – Same as the Rezoning Review fee described in item 3. below, plus the applicable Subdivision Plat, Condominium or Site Plan Review fee described in subsection 1. or 2.
 - 2) Review of Revised PUD Site Plans – Same as the applicable Subdivision Plat, Condominium or Site Plan Review fee described in subsection 1. or 2. above.
3. **Zoning Amendment Review (Map or Text)** - \$700.00 plus \$50.00 per acre or fraction thereof.
4. **Special Use** - \$600.00, plus \$25.00 per acre in addition to applicable site plan review fee (2., above).

5. **Land Division, Transfer, or Combination** - \$350.00 plus \$50.00 for each lot resulting or included in the combination, whichever is greater.
6. **Appeals, Interpretations, and Variances** – \$300.00 per variance.
7. **Condominium Developments** - Consultant shall be paid an additional fee of \$275.00 for review of master deed and other condominium documents, in addition to applicable rates for review services above.
8. **Alley or ROW Vacations** - \$400 plus \$25.00 for each abutting lot.
9. **Landscape Review** – plan not included on or with a site plan:
 - a. Plan - \$300.00 plus \$30.00 per acre or fraction thereof.
 - b. Compliance Inspection – Hourly, not to exceed 3% of approved landscape cost estimate without prior Township authorization.
10. **Expedited Reviews** - If the Township requests a review to be completed within five (5) days (120 hours) after receipt by the Consultant, the Consultant shall be paid a fee equal to one hundred fifty percent (150%) of the above fees for written reports sent via facsimile or electronic mail to the Township within 120 hours.
11. **Court Witnessing** – For preparation for and sitting as expert witness in court cases involving the Township, the Consultant shall be compensated at an hourly rate of one hundred forty percent (140%) of the normal hourly rates below.
12. **Other** – Other services will be invoiced hourly or as mutually agreed upon between the Township and Consultant.

The retainer, hourly rates, and review fees in Section 8 are valid through March 1, 2017 after which the Consultant may increase its retainer, hourly rate, and review fees per classification by a percentage equal to the Consumer Price Index for the Detroit Metro Area as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

SECTION 9 - ADDITIONAL SERVICES

For services requiring additional time or meetings beyond the scope identified in this agreement and as requested by the Township, the Consultant shall be compensated by the Township at the rate set forth in Section 8.B., herein. It is expressly understood and agreed that the compensation provided herein shall not cover the following services:

- A. Preparation of applications for submission to federal, State or County agencies;
- B. Traveling expenses outside Wayne and Washtenaw Counties;
- C. Preparation of area plans, tax increment financing and development plans, project management, capital improvement programs, building inspections, corridor studies, recreation plans, public relations, environmental studies, market studies, municipal department administration, program development and similar plans, programs and studies.
- D. Documented cost of printing and copying, photography, purchased maps, agency materials, and other materials for Consultant’s review (Township approval prior to occurring costs).

The Consultant shall provide the above services for a separately negotiated fee.

SECTION 10 - EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex or nation origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training.

SECTION 11 - OWNERSHIP OF DATA.

All reports, charts, maps, and graphics shall become the property of the Township, and shall not be furnished to any other party without written permission of the Township.

SECTION 12 - COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker’s Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 13 - NO CONFLICT OF INTEREST.

During the term of this Agreement, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the Township, or for which a conflict between the Township and Consultant would be created, without the prior written consent of the Township.

SECTION 14 - COMPLIANCE WITH CODE OF ETHICS.

The consultant agrees it shall be bound by the American Planning Association Code of Professional Ethics.

IN WITNESS WHEREOF, the Township and Consultant have executed this Agreement the day and year first above written.

WITNESS:

**NORTHFIELD TOWNSHIP,
WASHTENAW COUNTY, MICHIGAN**

By: _____

By: _____

McKENNA ASSOCIATES

By: _____
Phillip C. McKenna, AICP, PCP, President