

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES STUDY SESSION**

Tuesday, June 06, 2017

7:00 PM



CALL TO ORDER at _____ P.M.

ROLL CALL: Kurt Heise____, Mark Clinton____, Chuck Curmi ____, Jerry Vorva____
Bob Doroshewitz ____, Jack Dempsey ____, Gary Heitman _____

A. APPROVAL OF AGENDA

Study Session - Tuesday, June 06, 2017

B. PUBLIC COMMENTS AND QUESTIONS

**C. INTERGOVERNMENTAL AGREEMENT WITH NORTHVILLE
TOWNSHIP FOR FIRE STATION #2 - Supervisor Heise and Fire Chief Phillips**

D. LAWN SIGN POLICY DISCUSSION- Attorney Bennett

E. PLANNING CONSULTANT CONTRACT – Supervisor Heise

F. BUDGET DISCUSSION AND AGENDA SETTING – Supervisor Heise

G. ADJOURNMENT

PLEASE TAKE NOTE: The Charter Township of Plymouth will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at all Township Meetings, to individuals with disabilities at the Meetings/Hearings upon two weeks notice to the Charter Township of Plymouth by writing or calling the following: Human Resource Office, 9955 N Haggerty Road, Plymouth, MI 48170. Phone number (734) 354-3202 TDD units: 1-800-649-3777 (Michigan Relay Services)

**THE PUBLIC IS ENCOURAGED AND INVITED TO ATTEND ALL BOARD OF
TRUSTEE MEETINGS!**

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
JUNE 06, 2017**

ITEM C

**INTERGOVERNMENTAL AGREEMENT
WITH NORTHVILLE TOWNSHIP FOR
FIRE STATION #2
SUPERVISOR HEISE
FIRE CHIEF PHILLIPS**

AGREEMENT

between

THE CHARTER TOWNSHIP OF PLYMOUTH

and

THE CHARTER TOWNSHIP OF NORTHVILLE

for

Operation of Fire Station #2 in the Charter Township of Plymouth

WHEREAS, the parties to this Agreement are the Charter Township of Plymouth, a Michigan Charter Township, and the Charter Township of Northville, a Michigan Charter Township, are Michigan municipal corporations; and

WHEREAS, the Michigan Constitution of 1963, Article 7, §28, directs the legislature to authorize any combination of townships to enter into contracts with each other for the joint administration of any of the functions or powers they would otherwise have the power to perform individually; and

WHEREAS, Public Act 35 of 1951, as amended, the Intergovernmental Contracts Between Municipal Corporations Act, MCL 124.1 et seq., authorizes municipal corporations to enter into contracts with other municipal corporations or, as otherwise permitted by law, "for the ownership, operation, or performance, jointly, or by any 1 or more on behalf of all, of any property, facility or service which each would have the power to own, operate or perform separately;" and

WHEREAS, Public Act 7 of Ex. Sess. 1967, as amended, the Urban Cooperation Act, MCL 125.501 et seq., authorizes municipal corporations to enter into intergovernmental agreements to provide for municipal services, including firefighting and other emergency services; and

WHEREAS, the Charter Township of Plymouth and the Charter Township of Northville desire to enter into an intergovernmental agreement under the provisions of Act 35 of the Public Acts of Michigan of 1951, as amended, to provide for the joint operation of Fire Station #2 at 41212 Wilcox Road, Plymouth, Michigan;

NOW THEREFORE, in consideration of their mutual undertakings, it is hereby agreed by and in consideration of the mutual promises herein recited and other valuable consideration, the receipt of which is hereby acknowledged by both parties, the parties agree as follows:

1. PURPOSE

1.01 PT and NT have an interest in entering into joint and cooperative operation of Fire Station #2 in Plymouth Township. PT and NT believe that such joint and cooperative operation will be mutually beneficial to the residents and occupants of both PT and NT.

2. SCOPE OF THE AGREEMENT

2.01 PT owns Fire Station #2 at 41212 Wilcox Road, Plymouth, Michigan. Fire Station #2 is currently closed. PT will open Fire Station #2, and upon the effective date of this Agreement, will commence the process to hire three new full-time firefighters to staff Fire Station #2. Both PT and NT will each house one fire engine and one ambulance at Fire Station #2 to respond to emergency and/or fire incidents. NT will maintain a minimum of 2 firefighters at Fire Station #2 each day. PT will maintain a minimum of 2 firefighters at Fire Station #2 each day. NT will make its Firefighter Training Officer available to train both NT and PT firefighters; PT will not direct the work assignments for the NT Firefighter Training Officer.

2.02 The firefighters, fire engines, and ambulances maintained and housed at Fire Station #2 shall provide service for fire and/or emergency incidents in both PT and NT using Western Wayne Mutual Aid protocols.

3. TERM OF AGREEMENT

3.01 The effective date of this Agreement is upon approval of the Boards of both PT and NT. The Agreement shall continue until terminated by either party in the manner set forth herein.

4. PT'S COVENANTS

4.01 PT owns and will open its Fire Station #2 at 41212 Wilcox Road, Plymouth, Michigan, and keep it in a condition so as to be fully operable as a fire station. PT will hire three new full-time firefighters. PT will maintain 2 full-time firefighters at Fire Station #2 unless such full-time fire fighters are not available. PT will house one fire engine and one ambulance at Fire Station #2 to respond to emergency and/or fire incidents. PT will be responsible to pay for all costs of these covenants.

5. NT'S COVENANTS

5.01 NT will house one fire engine and one ambulance at Fire Station #2 for use for runs for fire and/or emergency services located in both NT and PT. NT will maintain a minimum of 2 full-time firefighters at Fire Station #2 unless such full-time fire fighters are not available. NT will make its Firefighter Training Officer available to train both NT and PT firefighters. NT will be responsible to pay for all costs of these covenants.

6. COST RECOVERY

6.01 If there is an emergency run or service that results in a township pursuing cost recovery for such run, then the location wherein the emergency run or service shall be the township that is entitled to pursue cost recovery, i.e. if there is an emergency run in PT, then PT shall be entitled to pursue cost recovery, and if there is an emergency run in NT, then NT shall be entitled to pursue cost recovery. However, if only one of the townships responds to the emergency run or service, the responding township shall be the township that is entitled to pursue cost recovery notwithstanding where the emergency run or service occurred.

7. TERMINATION

7.01 This Agreement can be terminated by either party with or without cause upon 90 days written notice. Upon termination, each party is solely responsible for its own costs, fees, and obligations incurred prior to the termination.

8. ADMINISTRATION

8.01 PT shall be responsible for the physical structure, i.e. all walls, roof, windows, and interior fixtures of Fire Station #2. PT shall supply and maintain all communications equipment. PT and NT shall do general housekeeping for Fire Station #2. Each Agency will report to their own command staff any problems will be resolved by the Shift commanders of each respective community.

9. RELATIONSHIP OF PARTIES

9.01 The parties are independent entities. No liability or benefits, such as Workers' Compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agents, contractors, subcontractors, or employees as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agents, employees, contractors, or subcontractors.

10. INSURANCE

11.01 PT will provide liability and property damage insurance for the physical structure, i.e. all walls, roof, windows, interior fixtures, and communications equipment for Fire Station #2. NT will provide liability and property damage insurance for the fire engine and ambulance. Each party will maintain workers compensation and other applicable insurance for its own employees.

11. LIABILITY

11.01 Each party agrees to remain responsible for its own negligence, or tortious acts, errors, or omissions, and the acts, errors, or omissions of any of its employees, contractors, subcontractors, consultants, or agents.

11.02 Nothing in this provision, or any other provision in this Agreement, may be construed as a waiver of any governmental immunity or other legal immunity by either party, or any of their agencies, or employees.

12. COMPLIANCE WITH LAWS

12.01 Each party must comply with and must require its employees to comply with all applicable laws and regulations.

13. AMENDMENTS

13.01 No amendment to this Agreement is effective unless it references this Agreement, is written, is signed and acknowledged by duly authorized representatives of both parties and approved by resolutions adopted by each respective Board of Trustees.

14. NOTICES

14.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to PT:
Supervisor
Charter Township of Plymouth
9955 N. Haggerty Road
Plymouth, Michigan 48170

If to NT:
Supervisor
Charter Township of Northville
44405 Six Mile Road
Northville, MI 48168

14.02 All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

14.03 Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

15. SEVERABILITY OF PROVISIONS

15.01 If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

16. MERGER CLAUSE

16.01 This Agreement, including the Exhibits contains the entire agreement between the parties and all prior negotiations and agreements are merged in this document. Neither party has made any representations except those expressly set forth in this Agreement. No rights or remedies are, or will be acquired by either party by implication or otherwise unless set forth herein.

17. COUNTERPARTS

17.02 This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together will constitute one agreement.

18. NO THIRD PARTY BENEFICIARIES

18.01 This Agreement is for the sole benefit of the parties, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. ASSIGNMENT

19.01 No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party. Any purported assignment in violation of this Section shall be void.

20. JURISDICTION AND LAW

20.01 This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Each party will not commence any action against the other because of any matter arising out of this Agreement, in any courts other than those in the County of Wayne, State of Michigan unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Court of Claims, the Michigan Supreme Court or the Michigan Court of Appeals.

21. MISCELLANEOUS

21.01 It is mutually understood and agreed that neither of the parties hereto shall be held responsible for damages occasioned by delay or failure to perform where due to fire, strike, flood, acts of God, unavailability of labor, material, legal acts of public authorities, or delays caused by public carriers or third person (including contractors or subcontractors) which cannot

reasonably be foreseen or provided against.

21.05 The headings of the articles in this Agreement are for convenience only and must not be used to construe or interpret the scope or intent of this Agreement or in any way affect this Agreement.

22. AUTHORIZATION AND CAPABILITY

22.01 This Agreement has been approved, as evidenced by the attached Resolutions adopted by the Charter Township of Plymouth Board of Trustees and the Charter Township of Northville Board of Trustees. Copies of such resolutions shall be attached to this Agreement.

22.02 Each party warrants that the person signing this Agreement is authorized to sign on behalf of its principal and is empowered to bind its principal to this Agreement.

23. SIGNATURE

23.01 The County and Township, by their authorized officers and representatives have executed this Agreement as of the dates written below.

[SIGNATURES ON THE FOLLOWING PAGE]

Charter Township of Northville Board of Trustees approved and execution authorized by Resolution # _____ No. _____ Date: _____	CHARTER TOWNSHIP OF NORTHVILLE By: _____ Robert R. Nix II Its: Supervisor Date: _____
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STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Robert R. Nix II, on behalf of the Charter Township of Northville.

Notary Public, Wayne County, Michigan
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

Charter Township of Plymouth Board of Trustees approved and execution authorized by Resolution # _____ No. _____ Date: _____	TOWNSHIP OF PLYMOUTH By: _____ Kurt L. Heise Its: Supervisor Date: _____
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STATE OF MICHIGAN)
)
COUNTY OF WAYNE)

This document was acknowledged before me on _____ by Kurt L. Heise on behalf of the Charter Township of Plymouth.

Notary Public,
County of Wayne, State of Michigan
My Commission Expires: _____
Acting in Wayne County

**CHARTER TOWNSHIP OF PLYMOUTH
BOARD OF TRUSTEES
STUDY SESSION
JUNE 06, 2017**

ITEM E

**PLANNING CONSULTANT CONTRACT
SUPERVISOR HEISE**

MEMORANDUM

To: Board of Trustees
From: Supervisor Kurt L. Heise
Re: Contract with Scott Pacheco for Part-Time Planning Consultant Services
Date: May 31, 2017

I have attached for your consideration a contract with Scott Pacheco for part-time planning consultant services, along with his resume.

When we lost our in-house, full-time planner Jana Radtke, the Board approved a contract with McKenna Associates to fill the gap until we could make new arrangements. The McKenna contract expires at the end of June. After posting the position for a part-time planning consultant, and interviewing several candidates, I would like to recommend Mr. Pacheco at a rate of \$40 per hour. McKenna's contract would then be re-negotiated so they can continue to handle special projects and/or overflow work, should it arise.

I have also attached two spreadsheets detailing McKenna's projects since January 1 and the fees charged for each. As you can see, project fees have not been covering the cost to pay the consultant and related staff time. While we can discuss fee adjustments at another time, the fact remains that we have been paying McKenna about \$9,635.00 per month since January, with much of that coming from general fund.

Mr. Pacheco would staff the counter for 16 hours a week while doing plan review in-house, and attend Planning Commission and ZBA meetings. He would then assign other work as needed to McKenna. Based on our current projections, Mr. Pacheco would save the township approximately \$36,000 per year over McKenna's current rates and workload, and more than if we were to hire another full-time employee with benefits.

The contract has been reviewed by Attorney Bennett, and Mr. Pacheco will be available at our study session to answer any other questions you might have.

SCOTT PACHECO, AICP

40 BUTTERNUT COURT, CHELSEA, MI 48118

Cell Phone: (415) 806-9536

scott_pacheco@hotmail.com

EMPLOYMENT:

Hamburg Township (Planning and Zoning Department) Whitmore Lake, Michigan

Planning and Zoning Director

March 2014–Present

Directs the day-to-day activities and staff of the Planning and Zoning Department. Duties include hiring, training, assigning duties, counseling and evaluating staff performances; creating and reviewing the department budget and goals; enforcing, interpreting, and writing the Township Ordinances and Master Plan; reviewing, inspecting and processing land use permits; reviewing land division applications; and providing staff support to the Zoning Board of Appeals, the Planning Commission and the Township Board by writing staff reports and presenting oral presentations on variance, special use permit, site plan review, rezoning and other applications.

Sylvan Township (Building and Zoning Department) Chelsea, Michigan

Planning Consultant

March 2014– June 2014

Zoning Administrator: Part Time

July 2013–March 2014

Enforced and interpreted the Township Ordinance; reviewed, inspected and processed land use permits; provided staff support to the Zoning Board of Appeals, the Planning Commission and the Township Board; worked with the assessor on land divisions; and processed code enforcement cases.

Stockbridge Township and Village (Building and Zoning Department) Stockbridge, Michigan

Building Department Manager/ Zoning Administrator: Part Time

June 2013–March 2014

Enforced and interpreted the Township Ordinance; reviewed, inspected and processed land use permits; provided staff support to the Zoning Board of Appeals, the Planning Commission and the Township Board; worked with the assessor on land divisions; and processed code enforcement cases.

City of Orinda (Planning Department) Orinda, California

Planning Consultant

January 2014–June 2014

Associate Planner

June 2006–May 2013

In addition to the duties listed under the Assistant Planner and Planning Technician positions; I also worked on larger subdivision applications, processed zoning changes and general plan amendments, and provided staff support for the Planning Commission and City Council. I managed large projects such as the oversight of the construction of a five field sports complex and the preparation of Environmental Impact Reports. I performed management duties including reviewing staff reports, assigning planning projects and creating counter work schedules. I performed the duties of the Planning Director when the current Director was unavailable.

Assistant Planner

March 2003–June 2006

In addition to the duties listed under the Planning Technician position; I also processed design review applications and helped write new city ordinances.

Planning Technician

October 2002-March 2003

Worked at the front counter of the planning office, assisted customers, checked plans for compliance with the municipal code, worked on the code enforcement cases and current planning cases for the City.

City of Lakewood (Planning Department) Lakewood, Colorado

Strategic Planner I (Neighborhood Planning)

December 2000-February 2002

Assisted Lakewood neighborhoods in creating and implementing neighborhood plans. Worked closely with neighborhood groups on City betterment projects.

Jefferson County (Planning Department) Golden, Colorado

Long-Range Planner I (Advanced Planning)

March 2000-December 2000

Completed long-range special projects, assisted current planning with checking cases against community plans, assisted public with demographic requests.

Jefferson County (Assessor's Office) Golden, Colorado

Real Estate Appraiser

November 1999- March 2000

Performed field visits of new homes and additions verifying home designs and finishes to determine the real property value of the homes for tax purposes. Utilize comparable appraisal techniques to defend established property values.

Douglas County (Assessor's Office) Castle Rock, Colorado

Real Estate Appraiser/ Appraisal Technician

February 1998- October 1999

Performed field visits of new homes and additions verifying home designs and finishes to determine the real property value of the homes for tax purposes. Utilize comparable appraisal techniques to defend established property values.

EDUCATION:

Michigan State University East Lansing, Michigan

August 1992- April 1997

Bachelors of Social Science in Urban and Regional Planning

SKILLS AND ATTRIBUTES:

AICP certification (2008-present)

ERSI approved Introduction to ArcView license

Proficient in computer programs; MS Office and ArcView (GIS)

SCOTT PACHECO, AICP
40 Butternut Court
Chelsea, MI 48118
(415) 806-9536
scott_pacheco@hotmail.com

March 15, 2017

Joann Coobatis, Human Resource Director
Plymouth Charter Township,
Michigan
9955 N. Haggerty Rd.,
Plymouth, MI 48170

Dear Ms. Coobatis,

For the better part of the past 17 years I have worked as an Urban Planner for various municipal governments including counties, cities, villages and townships in Colorado, California and Michigan. I have been a part of many different types of projects over the years and have worked collaboratively with other planners, municipal staff, volunteers, students, outside vendors and experts in capacities ranging from team member to manager.

My educational background and work history has given me a strong understanding of planning and zoning laws, processes, and best practices; as well as solid experience with the importance of education, communication, and good customer service.

At this stage in my career I am enthusiastically looking for an opportunity to start transitioning into more of a planning and zoning consultant role with a municipality instead of a full time position. This temporary position would afford me the opportunity to diversify my work load.

It is with this preliminary information that I present my credentials to apply for the position with the Charter Township of Plymouth.

I would very much like to speak with your team further after you have had a chance to review my enclosed resume. I can be reached through the information listed above. Thank you for this opportunity to present my qualifications. I appreciate your consideration.

Sincerely,



Scott Pacheco, AICP

References Available Upon Request

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT executed on this the 24th day of May, 2017, but agreed to be effective from and after June 12, 2017, by and between Plymouth Township (hereinafter "Employer"), and Scott J. Pacheco (hereinafter "Contractor").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Employer hires Contractor, and Contractor agrees to work for Employer under the terms and conditions hereby agreed upon by the parties:

SECTION 1 - WORK TO BE PERFORMED

- 1.1 **Term.** Employer agrees to hire Contractor, at will, for a term commencing on June 1, 2017 and continuing until May 30, 2019 or otherwise terminated in accordance with Section 4.
- 1.2 **Duties.** Contractor agrees to perform work for the Employer on the terms and conditions set forth in this agreement, and agrees to devote all necessary time and attention (reasonable periods of illness excepted) to the performance of the duties specified in this agreement. Contractor's duties shall be as follows: see Exhibit A. Contractor further agrees that in all such aspects of such work, Contractor shall comply with the Ordinances, Resolutions, policies, standards, regulations of the Employer from time to time established, and shall perform the duties assigned faithfully, intelligently, to the best of his/her/their ability, and in the best interest of the Employer.

SECTION 2 - CONFIDENTIALITY

- 2.1 **Confidentiality.** Contractor acknowledges and agrees that all financial and accounting records, lists of property owned by Employer, including amounts paid therefore, client and customer lists, and other Employer data and information related to its business (hereinafter collectively "Confidential Information") are valuable assets of the Employer. Except for disclosures required to be made to advance the business of the Employer and

information which is a matter of public record, Contractor shall not, during the term of this Agreement, disclose any Confidential Information to any person or use any Confidential Information for the benefit of Contractor or any other person, except with the prior written consent of the Employer.

2.2 Return of Documents. Contractor acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes and other documentation related to the business of the Employer or containing any Confidential Information shall be the sole and exclusive property of the Employer, and shall be returned to the Employer upon the termination of this Agreement or upon the written request of the Employer.

2.3 No Release. Contractor agrees that the termination of this Agreement shall not release Contractor from any obligations under Section 2.1 or 2.2.

SECTION 3 - COMPENSATION

3.1 Compensation. In consideration of all services to be rendered by Contractor to the Employer, the Employer shall pay to the Contractor the sum of \$40.00 per hour worked for a minimum of 15 hours per week up to a maximum of 25 hours per week. The Employer shall pay to the Contractor the sum of \$75.00 per hour for time worked over said 25 hours per week. Said compensation shall be paid on a biweekly basis.

3.2 Withholding; Other Benefits. Compensation paid pursuant to this Agreement shall not subject to the customary withholding of income taxes and other employment taxes. Contractor shall be solely responsible for reporting and paying any such taxes. The Employer shall not provide Contractor with any coverage or participation in the Employer's accident and health insurance, life insurance, disability income insurance, medical expense reimbursement, wage continuation plans, or other fringe benefits provided to regular employees. The Employer will provide business insurance for the Contractor's work related activity including Property, Auto, Liability and Worker's

Compensation Insurance under the township existing insurance policy or will compensate the Contractor \$100 per month to provide his/her/their own insurance.

- 3.3 **Expenses.** Employer shall reimburse Contractor all reasonable and necessary expenses incurred by Contractor in connection with the performance of his duties hereunder, including, but not limited to, \$50 per month for Employee's cell phone bill and travel reimbursement at the mileage rate set by the State of Michigan for any personal automobile usage other than normal travel to and from work.

SECTION 4 - TERMINATION

- 4.1 **Termination at Will.** This Agreement may be terminated by the Employer immediately, at will. Contractor may terminate this Agreement upon fourteen (14) days written notice to the Employer. This Agreement also may be terminated at any time upon the mutual written agreement of the Employer and Contractor.

- 4.2 **Death.** In the event Contractor dies during the term of this Agreement, this Agreement shall terminate, and the Employer shall pay to Contractor's estate the salary earned by Contractor which would otherwise be payable to Contractor.

SECTION 5 - INDEPENDENT CONTRACTOR STATUS

Contractor acknowledges that he is an independent contractor and is not an agent, partner, joint venturer nor employee of Employer. Contractor shall have no authority to bind or otherwise obligate Employer in any manner nor shall Contractor represent to anyone that it has a right to do so.

SECTION 6 - REPRESENTATIONS OF WARRANTIES OF CONTRACTOR

Contractor represents and warrants to the Employer that there is no employment contract or other contractual obligation to which Contractor is subject, which prevents Contractor from entering into this Agreement or from performing fully Contractor's duties under this Agreement.

SECTION 7 - MISCELLANEOUS PROVISIONS

- 7.1 The provisions of this Agreement shall be binding upon and inured to the benefit of the heirs, personal representatives, successors and assigns of the parties. Any provision hereof which imposes upon Contractor or Employer an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon Contractor or Employer.
- 7.2 No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 7.3 This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Michigan.
- 7.4 This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties.
- 7.5 This Agreement is for the sole benefit of the parties, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 7.6 No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties. Any purported assignment or delegation in violation of this Section shall be void.

WITNESS OUR SIGNATURES, this the 24th day of May, 2017.

EMPLOYER: _____

By: _____

CONTRACTOR: _____

By: _____

EXHIBIT A

Planning and Zoning Consultant – Part Time

Work Week: Monday through Friday - 15 to 20 hours per week, some nights

JOB SUMMARY The Township Planning and Zoning Consultant serves as a staff liaison to Planning Commission. Acts as Zoning Administrator and is responsible for the administration and implementation of applicable local ordinances and State laws. Also, acts as coordinator of Development Review process involving various outside agencies, departments, consultants and Planning Commission.

ESSENTIAL ACTIVITIES/DUTIES

1. Prepares notices and materials in advance for Planning Commission meetings; attends Planning Commission meetings based on the meetings incorporate changes as necessary. prepares reports and makes recommendations to the Planning Commission, ZBA and through the Township Supervisor to the Township Board.
2. Prepares correspondence, maintains various Planning Department files. Coordinates administrative meetings of department heads for site plans review, as required.
3. Reviews site plans and consults with developers and appropriate reviewing agencies to ensure quality and compliance with policies, regulations, ordinances and modern planning standards.
4. Receives and processes land division request and development plans; prepares case files and publication notices to property owners as necessary; makes recommendations to Planning Commission, ZBA, and Township Board based on professional planning principles and the comments of the other reviewing agencies.
5. Recommends and prepares requests for amending ordinances as may be deemed necessary.
6. Counsels and advises Planning Commission, Board of Appeals, Township Board of Trustees, developers, property owners, Realtors, and other various planning and zoning in matters; represents Township regarding legal action involving zoning ordinance violations.
7. Other related functions and assignments as directed by the Township Supervisor.

****NOTE** – To ensure the Contractor's maximum hours are under 25 per week, the Contractor will work with the Employer, including the Township Supervisor, to outsource additional work load or larger projects to the existing or any hired Planning Consultant Firm.