



COHOCTAH TOWNSHIP BOARD MEETING

January 13, 2022 at 8:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.

AGENDA

CALL TO ORDER

AGENDA APPROVAL

1. [Special Meeting Minutes 12-22-2021](#)

CONSENT AGENDA

2. [Minutes 12-9-2021](#)
3. [Treasurer's Report December 2021](#)
4. [Expenditures January 2022](#)

CALL TO THE PUBLIC

UNFINISHED BUSINESS

5. [Assessing Contract](#)

Road Commission

Howell Fire Authority

Hall

Cemetery

Parks and Recreation

NEW BUSINESS

6. [IRS Mileage Rate](#)
7. [Quarterly Budget Review](#)
8. [Schedule Budget Hearing](#)
9. [Proposal for Planning Services](#)

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

Planning Commission

Violations and Complaints

10. [03-2020 1985 Gannon Rd, 04-2020 1850 Gannon Rd, 06-2020 4007 Bruff Rd, 02-2021 1212 Faussett Rd.](#)

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - February 10, 2022

ADJOURN

December 22, 2021
Special Meeting Minutes

The special meeting of the Cohoctah Township Board was called to order at 6:02 pm.
Present: Fosdick, Bock, Torigian, Fear, Charette.

Agenda Approval- Motion by Bock, support by Charette to approve the agenda as presented. Motion carried 5 Ayes, 0 Nays.

Motion by Torigian, support by Fear to adopt the Resolution to Adopt an Ordinance Placing a Temporary Moratorium on Solar Farms for 180 days effective one day after publication. Vote: Ayes: Fosdick, Fear, Bock, Charette, Torigian. Nays: None.

Call to the Public- None

There being no further business, the meeting was adjourned at 6:06pm.

Respectfully submitted,

Barb Fear
Cohoctah Township Clerk



COHOCTAH TOWNSHIP BOARD MEETING

December 09, 2021 at 8:00 PM

Township Hall | Fowlerville, Michigan

The Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities at the meeting upon 72 hour advance notice by contacting Barb Fear, Township Clerk, by email: bfearclerk@gmail.com, phone: (517) 618-7404, or mail: 3530 Gannon Rd, Howell, MI 48855.

MINUTES

CALL TO ORDER

The meeting was called to order at 8:00pm with the Pledge of Allegiance.

PRESENT: Barb Fear, Phil Charette, Mark Fosdick, Tami Bock. ABSENT: Mark Torigian, Recreation Representative T Clapp, Park Manager L Flanary and 31 citizens.

AGENDA APPROVAL

Motion made by Charette, Seconded by Bock to approve the agenda changing the order of discussion of Unfinished Business moving up the Dollar General Proposal.

Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

1. Special Meeting Minutes 11-22-2021

Motion made by Bock, Seconded by Charette to approve the minutes of the Special Meeting held 11-22-2021 as presented. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

CONSENT AGENDA

Motion made by Bock, Seconded by Fear to approve the Consent Agenda as presented. Voting Yea: Charette, Fosdick, motion carried.

2. Minutes 11-11-2021
3. Treasurer's Report
4. Expenditures

CALL TO THE PUBLIC

UNFINISHED BUSINESS

5. ARPA Funds

Report given.

6. Dollar General Proposal Discussion

Motion made by Bock, Seconded by Charette to decline the offer to Purchase Township Property by Dollar General. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

Road Commission

No report.

Howell Fire Authority

No report.

Hall

Report given.

Cemetery

Report given.

Parks and Recreation

Reports given.

NEW BUSINESS

7. Civil Infractions Ordinance Discussion

Upon discussion, the Clerk will notify the Planning Commission to create a Civil Infraction Ordinance.

8. 2022 Meeting Schedule

Motion made by Charette, Seconded by Bock to approve the 2022 meeting schedule as presented. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

9. 2022 Poverty Exemption Guidelines and Procedures

Motion made by Charette, Seconded by Bock to adopt the 2022 Poverty Exemption Guidelines and Procedures. Voting Yea: Fear, Charette, Fosdick, Bock, motion carried.

10. Assessing Contract Renewal

The Clerk will notify the Assessor to submit a complete contract for the January meeting.

REPORTS - WRITTEN REPORTS SUBMITTED

Zoning Board of Appeals

No report.

Planning Commission

Report given.

Violations and Complaints

Report given.

CALL TO THE PUBLIC

NEXT REGULAR MEETING DATE - January 13, 2022

ADJOURN

There being no further business the meeting was adjourned at 9:02pm.

| | | | |
|------------------------------------|-----------------------------|--|--------------------|
| TAMI BOCK | | | |
| COHOCTAH TOWNSHIP TREASURER | | | |
| 6153 BYRON ROAD | | | |
| HOWELL MI 48855 | | | |
| 517-546-2510 | | | |
| | | | |
| | | | |
| | | | Dec 2021 |
| | | | |
| | | | |
| RECEIPTS | | | |
| | ELECTION REIMB | | \$ 1,216.72 |
| | LAND USE | | \$ 290.00 |
| | INTEREST | | \$ 15.77 |
| | TRASH PICK UP | | \$ 282.00 |
| | ALLOCATED TAX | | \$ 7,580.82 |
| | ACCIDENT FUND DIV | | \$ 158.50 |
| | | | |
| | | | |
| | | | |
| | RECEIPTS TOTAL | | \$ 9,543.81 |
| | | | |
| | | | |
| | CASH ACCOUNT ENDING BALANCE | | \$ 638,173.74 |
| | | | |
| | FLAGSTAR CD | | \$ 111,912.38 |
| | PNC BANK CD | | \$ 114,199.51 |
| | HUNTINGTON CD | | \$ 109,214.19 |
| | | | |
| | GENERAL FUND BALANCE | | \$ 973,499.82 |
| | | | |
| | TRUST AND AGENCY BALANCE | | \$ 9,550.00 |
| | CAPITAL IMPROVEMENT FUNDS | | \$ 219,914.31 |
| | ARPA FUNDS | | \$ 174,849.00 |
| | | | |
| | | | |
| | ROAD FUND ENDING BALANCE | | \$ 15,978.13 |

| EXPENDITURES - JANUARY 2022 | | |
|------------------------------------|---------------------------|---------------------|
| | | |
| | | |
| | ASSESSOR | \$ 3,050.00 |
| | THE GROUNDS CREW | \$ 175.00 |
| | AT&T | \$ 656.89 |
| | SURF BROADBAND | \$ 44.95 |
| | HIDDEN LAKE WIRELESS | \$ 45.00 |
| | GRANGER | \$ 9,506.25 |
| | CONSUMERS | \$ 521.70 |
| | COOPER & RIESTERER PLC | \$ 2,733.50 |
| | LIVINGSTON CO TREASURER | \$ 16,135.68 |
| | LIVINGSTON COUNTY PRESS | \$ 200.00 |
| | MASTER MEDIA | \$ 240.23 |
| | CARLISLE/WORTMAN | \$ 165.00 |
| | CHASE BANK | \$ 1,043.38 |
| | T BOCK | \$ 17.92 |
| | M FOSDICK | \$ 51.79 |
| | B FEAR | \$ 98.39 |
| | D BURDEN | \$ 128.80 |
| | SUB TOTAL | \$ 34,814.48 |
| | T BOCK | \$ 1,639.76 |
| | D BURDEN | \$ 241.18 |
| | L FLANARY | \$ 31.72 |
| | F BUCKNER | \$ 284.43 |
| | M FOSDICK | \$ 1,491.87 |
| | B FEAR | \$ 1,568.68 |
| | T LITZ | \$ 221.64 |
| | NATIONWIDE | \$ 147.50 |
| | W/H | \$ 1,115.88 |
| | BENEPAY | \$ 62.44 |
| | SUB TOTAL | \$ 6,805.10 |
| | TOTAL GENERAL FND | \$ 41,619.58 |
| | ROAD FUND | \$ - |
| | TOTAL EXPENDITURES | \$ 41,619.58 |

**CONTRACT FOR ASSESSING SERVICES BETWEEN
Township of Cohoctah, Livingston County, Michigan
AND
BERG ASSESSING AND CONSULTING, INC.**

This contract is made effective , by and between the Township of Cohoctah (hereinafter referred to as "Municipality") and Berg Assessing & Consulting, Inc. (hereinafter referred to as "Berg" or "Company"), and sets forth the mutual agreement of the parties as follows:

1. **Term:** Municipality hereby contracts for and Berg hereby agrees to perform the assessing activities included in this contract for the following general term: annual, from November 13th through November 12th
2. **Duties:** Berg will provide a Michigan Certified MCAO Assessor who has the qualifications to discharge the municipalities statutory assessing responsibilities, as well as all the additional activities included in this contract.
3. **Services to be provided:**
 - Locate and identify all taxable properties within the Municipality.
 - Inventory and quantify the characteristics of the property to determine taxability.
 - Determine true market value, perform appraisals, and calculate assessed value of property in the Municipality.
 - Respond to inquiries or requests for assessment information from the public and municipality citizens.
 - Oversee and maintain departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, etc., both hard copy (written or print-out) and computer backup on disk or cd.
 - Gather and analyze data and perform assessment studies to determine true market value of Municipality properties. Input data into computer; update personal property records; provide annual assessment notices to notify property owners regarding assessed values, and deliver them to the Supervisor/Manager.
 - Conduct periodic checking with home and business owners regarding changes made to residences and commercial buildings (ie. Building permits).
 - Work with inspectors regarding new construction in order to update property cards.
 - Maintain a minimum Michigan State Assessors Board Level 2 Certification, MCAO.
 - Interact with representatives from the Michigan Tax Commission and Tribunal, County Equalization Department, Municipality Board of Review, news media, realtors, attorneys, Municipality taxpayers and/or their representative(s), and other assessors, or others as necessary. File all reports and forms required by County and State governments related to assessing.
 - Municipality agrees that the software used by assessor is Municipal property and they further agree that the cost associated with assessing software is the liability of the Municipality. The Municipality will also maintain/pay any necessary support

fees associated with the assessing software programs. A backup of the database can be made available upon request on a quarterly basis.

- If the municipality does not manage their own land division process during the life of this agreement, the processing and approval of Land Division Applications shall be maintained by Berg. In that instance, the Company will develop and use a Land Divisions Application to include a fee schedule and will bill the Municipality for the fees paid to the Municipality by the applicant (no additional cost to the Municipality). The company will send any amended application to the Municipality.
- Compile sales information to develop market studies relevant to the application of market adjustments.
- Berg shall provide office hours by appointment only in the Municipality Hall to accommodate inquiries from the public, allowing 10 business days to schedule said appointment.
- Berg can provide written or electronic 'assessing reports' for the Municipality Board to review upon request.

4. **Compensation:** For all services rendered by Berg under this contract, Municipality hereby agrees to pay the following fee for the term of this contract. The compensation will be paid on a monthly basis and is due the 1st of the month for the current month and shall be received before the 28th of the month for the current month (not paid in arrears).

Annual Service fee of \$ 36,600.00, paid in monthly installments of \$ 3,050.00/month

4b. **Compensation Terms:** The compensation included in this contract is for regular and standard work performed under the General Property Tax Act (GPTA) during a typical assessing cycle/year. This compensation does not include work to bring the Municipality into compliance with STC standards of the GPTA. It is expected that the database is current and accurate and that prior assessment administration officials performed their duties correctly under the GPTA and STC standards. This subsection would apply to municipalities that we have worked with for less than three years.

5. **Travel Expenses:** This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contract agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by Municipality should be discussed prior to the request if it is regular or irregular.

6. **Tax Tribunal Appeals:** The Municipality agrees to provide legal services for full Tribunal cases. The Company will support small claim Tribunal cases and invoice a per case fee as indicated in the addendum. The Municipality understands and consents that the Company has the right to stipulate to settle any pending Tribunal case with authorization of the Supervisor/Manager or other specifically designated official. The Supervisor/Manager can also allow the Company to answer and negotiate a settlement full Tribunal cases in-lieu of any attorney for the fee prescribed in our addendum. However, if the case proceeds to a full trial, the Municipality understands legal counsel will inevitably be required. The Company will invoice for this service.

7. **Additional Workload:** The Municipality recognizes that laws/administrative rules may change and may impose additional special projects/workload to comply. Such items would request additional negotiated compensation. Charges may apply at a billing rate of \$75/hour for work outside the General Property Tax Act (GPTA) or assigned duties outside of the State Tax Commission/GPTA responsibilities.

8. **Communication and Customer Support:** The Municipality recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to the Company will be via telephone at its main office number, 989-734-3555. The Company strives to respond to inquiries within 3 business days. The Company reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and dialog via email or in writing. Further, the Company reserves the right to limit communications when the requests are outside of our policies. Any issues will be reported to the Municipality Supervisor/Manager.

9. **Document Delivery:** The Company receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless through the Municipality location. Any documents submitted to the Municipality or their representatives must be date stamped, envelope copied, and digitally transmitted to the Company office within 3 business days. The Company's office address for correspondence is PO Box 25, Rogers City, Mi 49779. The Company is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

10. **Building and Zoning Permits:** Berg is responsible for updating property tax records to reflect new construction. This is based on permits which we must have to complete this contract and the laws of the state. The Township, City, or County must forward building permits and zoning permits to our office on a monthly basis. Regardless of which entity issues the permits, it is the Municipality's responsibility to ensure our office is receiving the notifications in a timely and routine manner. Our office is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

11. **Recorded Documents/Deeds:** Berg is responsible for updating property tax records to reflect ownership changes through recorded documents/deeds. These deeds are required and the Municipality agrees that any fees incurred from the County Register's office will be passed along to the Municipality. The Company is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to Berg in a timely manner.

12. **Board of Review:** As of April 2020, we are aware of changes to the Board of Review process under Assessing Reform. The Board of Review process is independent of the assessor. The Municipality recognizes the need to have qualified and trained Board of Review members to carry out their tasks, understand the paperwork needed, and complete the duties to the best of their ability. It will be the Company's responsibility to provide support to the Board of Review and answer any questions they have, but Berg's support shall not necessarily mean in-person attendance for all hours of session. Berg will work with the Board's to ensure we are available to help them complete their tasks. Board of

Review meetings are scheduled by the Company (not the municipality). Board of Review members are expected to reserve the statutory time frames allotted and attend at the time scheduled.

13. **Document Requests:** From time to time, we are in need of documents from the Municipality and their officials/employees. Some typical document requests would be Board of Review minutes, L-4029 millage rate forms, or other similar documents. We have found that it may take numerous requests to retrieve these documents from the Municipality. In the event of a duplicate requests, we reserve the right to invoice for the additional time spent attempting to collect documents. Our office is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

14. **Assessing Budget:** Berg recommends that the Municipality establish a miscellaneous budget for the assessor outside of regular/routine charges. This budget can be used by the Company for irregular and unexpected costs. The recommended line amount for this should be 10% of the assessing service contract. This can be used to cover Apex upgrades, special map printing, or other special one-time projects. The Company will request approval from the Supervisor/Manager prior to authorizing such expenses.

15. **Office Hours:** Our office is in general operation Monday – Friday from 9am until 4pm, excluding any regular holidays. The company reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the Municipality. While we are working and usually available during these hours, it does not mean that we are contractually obligated to be answering calls immediately during these hours. It is understood that calling our office may result in a voicemail service.

16. **Legal Advice:** We are not allowed to give anything that might be considered legal advice. Our office does receive a large number of questions that get into legal advice. There is a difference between pointing customers to the written laws and applying them or interpreting them . We can read the law, submit the law, copy/paste/send them the laws, but we are not allowed to provide legal advise by interpreting the written laws other than the existing guidance already published.

17. **Insurances:** Berg, as a private contractor, does hereby, waive Municipality of any and all responsibility to provide public liability, workers compensation, unemployment, or health insurance benefits. Berg shall provide Municipality with a copy of its errors and omissions liability coverage upon request.

18. **Representative of Municipality Twp:** Berg, as an agent, shall conduct itself in such a manner as an official of the municipality and present its services to both the staff of Municipality and its property owners.

19. **Non-exclusive contract:** It is agreed that this is a non-exclusive contract and Berg may perform assessing or appraisal activities outside of Municipality. Such activities shall not interfere with the fulfillment of this contract.

20. **Governing Law:** In view of the fact that Municipality is within the State of Michigan, it is understood and agreed that the construction and interpretation of this contract shall, at all times and in all respects, be governed by the laws of the State of Michigan.

21. **Entire Agreement:** This contract contains the entire agreement and understanding by and between Municipality and Berg, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification of this contract shall be valid or binding unless it is in writing and signed by both parties. No waiver of any provision of this contract shall be valid unless it is in writing and signed by both parties. No valid waiver of any provision of this contract at any time shall be deemed a waiver of any other provision of this contract at such time or any other time.

22. **Prohibition Against Assignment:** Berg agrees on its behalf, executors, administrators, heirs, legatees, distributees and any other party or parties claiming any benefit under them by virtue of this contract, that this contract and the rights, interests, and benefits hereunder shall not be assigned, transferred or pledged in any way.

23. **Severability of Invalid Provision:** The provisions of this contract shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions of this contract shall not affect the validity and enforceability of other provisions. This contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. **Termination of Contract:** This contract may be terminated by Berg, for no reason or cause, with a 90 day written notice, without any further obligation. The Municipality will give no less than 90 days written notice to terminate this contract without cause. If Municipality terminates without cause, Municipality agrees to pay 50% of the current year annual compensation.

Municipality can terminate said contract without a penalty and without cause and by written notice no less than 120 days prior to: November 13th on an annual basis.

In the event that Berg shall not be in substantial compliance with the terms of this agreement, the Municipality shall give Berg written notice of said breach and forty-five (45) days to cure the breach. If Berg fails to cure the breach within forty-five (45) days after such notice, the Municipality may terminate this Contract immediately with cause without further notice or liability to Berg, other than for permitted fees and expenses accrued through the date of termination.

25. **Legal Description/Tax Descriptions:** Our office is frequently contacted by various agencies to correct tax descriptions. We have developed a form and process for these requests to be initiated. It is incumbent on the requesting entity to prove and provide all necessary information in a clear and concise manner that will allow us to facilitate the change. Many times, these requests are made to our office in an urgent manner. However, there are no specific laws that require us to have our tax description match the legal

description on the deeds/chain of title. Our descriptions need to be accurate enough to describe the property for taxation purposes. This process could take 30-90 days to review and complete and are subject for our review as time permits provided all necessary documentation has been provided by the requestor.

26. **Inspection Programs:** We recommend a property inspection program of 20% annually. If it is a full measure of all improvements (reappraisal) or a quick review of the existing record cards (reinspection) will depend on the accuracy of your existing records. For new municipalities, we recommend allowing us 12-24 months to test your records and review the accuracy before recommending an inspection program. For units that have had a 100% reappraisal/full measure of all improvements in the last 5 years should be eligible for the reinspection program.

27. **Tax Bill Calculation Process:** The municipality understands that the tax bill calculation, preparation, print, mailing, and servicing is the responsibility of the local Treasurer. The Treasurer is responsibility for all data and settings in the BS&A Tax Program. The municipality can contract with our company to provide such services at an additional cost. In no case is our office responsible for reprinting tax bills or assisting taxpayers with the current payment status of tax bills or the current amount of tax bills. It is also the local Clerk's responsibility for the millage calculation, the L-4029 calculation, millage reduction fraction, and to remit copies of all millage related information to our office in a timely manner, however, reasonable support including assistance with calculations is available by request.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument in duplicate originals upon this _____ day of _____, 20_____.

By Berg:

By Municipality:

Allan J. Berg, President
Berg Assessing and Consulting, Inc

Municipality Supervisor or Mayor

Municipality Clerk

Date

Attachment: Inspection Addendum (None)
 Recoverable Costs (attached)

Inspection ADDENDUM

A complete property inspection project will be completed within the Municipality. The following describes the duties and responsibilities for completing the property inspections in accordance with State Tax Commission, Bulletin #2 of 2014.

Reinspection's:

- 1) Physically inspecting every real, improved, and taxable property in the Municipality jurisdiction and acquiring measurements of each improvement.
- 2) Inspecting all vacant properties and determining the highest and best use of the property for property tax classification according to the General Property Tax Act.
- 3) Photographing taxable improvements on improved parcels within the jurisdiction.
- 4) Compiling and entering all data assimilated from the field inspections and entering said data into BS&A assessment administration software.
- 5) Sketch all improvements in the APEX sketching software, utilized in conjunction with the BS&A assessment administration software
- 6) **Compensation will be None per parcel.** Payment and invoices are typically annual, but the Company reserves the right to invoice based on work completed on a monthly basis with 30-45 day payment terms.
- 7) Rate of Completion:
- 8) This section is independently adjustable on an annual basis. Intent to adjust shall be received 30 days before May 1st. Failure on both parties to notify of their intent to adjust would constitute agreement to the terms to continue annually.
- 9) All other terms and conditions as listed in the original assessment administration contract apply. In the event of a termination of this agreement, the Municipality will pay Berg for the parcels completed at that time.

DO NOT SIGN

DO NOT SIGN

Municipality Clerk

Date

DO NOT SIGN DO NOT SIGN DO NOT SIGN DO NOT SIGN DO NOT SIGN

Allan J. Berg, President
Berg Assessing & Consulting, Inc.

Municipality Supervisor

Recoverable Cost Addendum

Potential office costs of Berg Assessing and Consulting. The below list is an estimate and may increase during the term of this contract due to the rising cost of postage, ink, paper, and office equipment:

| Service Charge Rates | |
|---|-----------------------------|
| Assessment Printing Single | \$0.25 |
| PDF Copies | \$0.05 |
| Move Update | \$0.25 |
| GROUP-Address Sheet | \$0.15 |
| GROUP-Printing | \$0.12 |
| GROUP-Envelopes | \$0.30 |
| GROUP-Hand Insert | \$1.00 |
| Record Card Printing | \$0.07 |
| General Printing | \$0.07 |
| Sketches | \$0.07 |
| Scanned Document | \$0.20 |
| Assessment Roll Printing - GENERAL | \$0.03 |
| Picture Printing | \$0.35 |
| Back Side Printing, Upcharge, per page | \$0.10 |
| Colored Paper, Upcharge, per page | \$0.10 |
| Personal Property STATEMENT | \$1.25 |
| Personal Property, Exemption Notice | \$1.00 |
| Postage-by the Roll | Current USPS Price |
| Land Value/Sales Maps | \$75.00 |
| Reinspection Letters | \$1.00 |
| Veterans Letters | \$1.00 |
| Poverty-Hardship Letters | \$1.00 |
| Small Claims Tribunal Cases answer-hearing | \$75.00 |
| Full Tribunal Answer and Negotiate to Settlement | \$400.00 |
| Repeated Document Request Fee | \$50.00 |
| Land Division Processing 1 st Division | \$150.00 (statutory 45 day) |
| Land Division Processing Extra Divisions | \$25.00 (statutory 45 day) |
| Land Division Incomplete Application Fee | \$50.00 |

*these charges are subject to change based on inflationary cost of labor, postage, and supplies. This list is fixed as of April 2021 and may increase by no more than 10% without notice.

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Township of Cohoctah, Livingston County, Michigan
AND
BERG ASSESSING AND CONSULTING, INC.**

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1. **Term:** Municipality hereby contracts for and Berg hereby agrees to perform the assessing activities included in this contract for the following general term: 3 Years, from November 13th, 2021 through November 12th, 2024
2. **Duties:** Berg will provide a Michigan Certified MCAO Assessor who has the qualifications to discharge the municipalities statutory assessing responsibilities, as well as all the additional activities included in this contract.
3. **Services to be provided:**
 - Locate and identify all taxable properties within the Municipality.
 - Inventory and quantify the characteristics of the property to determine taxability.
 - Determine true market value, perform appraisals, and calculate assessed value of property in the Municipality.
 - Respond to inquiries or requests for assessment information from the public and municipality citizens.
 - Oversee and maintain departmental files including property records/cards, physical data, legal descriptions, splits and combinations of parcels, ownership transfers, etc., both hard copy (written or print-out) and computer backup on disk or cd.
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 - Work with inspectors regarding new construction in order to update property cards.
 - Maintain a minimum Michigan State Assessors Board Level 2 Certification, MCAO.
 - Interact with representatives from the Michigan Tax Commission and Tribunal, County Equalization Department, Municipality Board of Review, news media, realtors, attorneys, Municipality taxpayers and/or their representative(s), and other assessors, or others as necessary. File all reports and forms required by County and State governments related to assessing.
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fees associated with the assessing software programs. A backup of the database can be made available upon request on a quarterly basis.

- If the municipality does not manage their own land division process during the life of this agreement, the processing and approval of Land Division Applications shall be maintained by Berg. In that instance, the Company will develop and use a Land Divisions Application to include a fee schedule and will bill the Municipality for the fees paid to the Municipality by the applicant (no additional cost to the Municipality). The company will send any amended application to the Municipality.
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- Berg shall provide office hours by appointment only in the Municipality Hall to accommodate inquiries from the public, allowing 10 business days to schedule said appointment.
- Berg can provide written or electronic 'assessing reports' for the Municipality Board to review upon request.

4. **Compensation:** For all services rendered by Berg under this contract, Municipality hereby agrees to pay the following fee for the term of this contract. The compensation will be paid on a monthly basis and is due the 1st of the month for the current month and shall be received before the 28th of the month for the current month (not paid in arrears).

Nov 13, 2021 to Nov 12, 2022: Annual Service fee of \$ 38,100.00, paid in monthly installments of \$ 3,175.00/month

Nov 13, 2022 to Nov 12, 2023: Annual Service Fee of \$ 40,296 paid in monthly installments of \$ 3,358/month

Nov 13, 2023 to Nov 12, 2024: Annual Service Fee of \$ 42,300 paid in monthly installments of \$ 3,525/month

4b. **Compensation Terms:** The compensation included in this contract is for regular and standard work performed under the General Property Tax Act (GPTA) during a typical assessing cycle/year. This compensation does not include work to bring the Municipality into compliance with STC standards of the GPTA. It is expected that the database is current and accurate and that prior assessment administration officials performed their duties correctly under the GPTA and STC standards. This subsection would apply to municipalities that we have worked with for less than three years.

5. **Travel Expenses:** This contract includes travel expenses during the normal and expected workload as previously encountered. Normal workload includes routine permit inspections, any contract agreement, and regularly scheduled meetings. Special meetings or projects may result in billable travel expenses. Any irregular travel requests by Municipality should be discussed prior to the request if it is regular or irregular.

6. **Tax Tribunal Appeals:** The Municipality agrees to provide legal services for full Tribunal cases. The Company will support small claim Tribunal cases and invoice a per case

fee as indicated in the addendum. The Municipality understands and consents that the Company has the right to stipulate to settle any pending Tribunal case with authorization of the Supervisor/Manager or other specifically designated official. The Supervisor/Manager can also allow the Company to answer and negotiate a settlement full Tribunal cases in-lieu of any attorney for the fee prescribed in our addendum. However, if the case proceeds to a full trial, the Municipality understands legal counsel will inevitably be required. The Company will invoice for this service.

7. **Additional Workload:** The Municipality recognizes that laws/administrative rules may change and may impose additional special projects/workload to comply. Such items would request additional negotiated compensation. Charges may apply at a billing rate of \$75/hour for work outside the General Property Tax Act (GPTA) or assigned duties outside of the State Tax Commission/GPTA responsibilities.

8. **Communication and Customer Support:** The Municipality recognizes that the workload varies from time to time depending on the season/time of year. The primary method of contact to the Company will be via telephone at its main office number, 989-734-3555. The Company strives to respond to inquiries within 3 business days. The Company reserves the right to terminate verbal communication when a taxpayer becomes unprofessional and dialog via email or in writing. Further, the Company reserves the right to limit communications when the requests are outside of our policies. Any issues will be reported to the Municipality Supervisor/Manager.

9. **Document Delivery:** The Company receives correspondence via email, fax, and USPS mail. In person deliveries are not accepted unless through the Municipality location. Any documents submitted to the Municipality or their representatives must be date stamped, envelope copied, and digitally transmitted to the Company office within 3 business days. The Company's office address for correspondence is PO Box 25, Rogers City, Mi 49779. The Company is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

10. **Building and Zoning Permits:** Berg is responsible for updating property tax records to reflect new construction. This is based on permits which we must have to complete this contract and the laws of the state. The Township, City, or County must forward building permits and zoning permits to our office on a monthly basis. Regardless of which entity issues the permits, it is the Municipality's responsibility to ensure our office is receiving the notifications in a timely and routine manner. Our office is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

11. **Recorded Documents/Deeds:** Berg is responsible for updating property tax records to reflect ownership changes through recorded documents/deeds. These deeds are required and the Municipality agrees that any fees incurred from the County Register's office will be passed along to the Municipality. The Company is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to Berg in a timely manner.

12. **Board of Review:** As of April 2020, we are aware of changes to the Board of Review process under Assessing Reform. The Board of Review process is independent of the assessor. The Municipality recognizes the need to have qualified and trained Board of Review members to carry out their tasks, understand the paperwork needed, and complete the duties to the best of their ability. It will be the Company's responsibility to provide support to the Board of Review and answer any questions they have, but Berg's support shall not necessarily mean in-person attendance for all hours of session. Berg will work with the Board's to ensure we are available to help them complete their tasks. Board of Review meetings are scheduled by the Company (not the municipality). Board of Review members are expected to reserve the statutory time frames allotted and attend at the time scheduled.

13. **Document Requests:** From time to time, we are in need of documents from the Municipality and their officials/employees. Some typical document requests would be Board of Review minutes, L-4029 millage rate forms, or other similar documents. We have found that it may take numerous requests to retrieve these documents from the Municipality. In the event of a duplicate requests, we reserve the right to invoice for the additional time spent attempting to collect documents. Our office is held to a standard by the state of Michigan, however, this information is the Municipalities responsibility to get to our office in a timely manner.

14. **Assessing Budget:** Berg recommends that the Municipality establish a miscellaneous budget for the assessor outside of regular/routine charges. This budget can be used by the Company for irregular and unexpected costs. The recommended line amount for this should be 10% of the assessing service contract. This can be used to cover Apex upgrades, special map printing, or other special one-time projects. The Company will request approval from the Supervisor/Manager prior to authorizing such expenses.

15. **Office Hours:** Our office is in general operation Monday - Friday from 9am until 4pm, excluding any regular holidays. The company reserves the right to close the office periodically due to unforeseen circumstances. Any prolonged closures (beyond 2 days) will be communicated to the Municipality. While we are working and usually available during these hours, it does not mean that we are contractually obligated to be answering calls immediately during these hours. It is understood that calling our office may result in a voicemail service.

16. **Legal Advice:** We are not allowed to give anything that might be considered legal advice. Our office does receive a large number of questions that get into legal advice. There is a difference between pointing customers to the written laws and applying them or interpreting them. We can read the law, submit the law, copy/paste/send them the laws, but we are not allowed to provide legal advise by interpreting the written laws other than the existing guidance already published.

17. **Insurances:** Berg, as a private contractor, does hereby, waive Municipality of any and all responsibility to provide public liability, workers compensation, unemployment, or health insurance benefits. Berg shall provide Municipality with a copy of its errors and omissions liability coverage upon request.

18. **Representative of Municipality Twp:** Berg, as an agent, shall conduct itself in such a manner as an official of the municipality and present its services to both the staff of Municipality and its property owners.

19. **Non-exclusive contract:** It is agreed that this is a non-exclusive contract and Berg may perform assessing or appraisal activities outside of Municipality. Such activities shall not interfere with the fulfillment of this contract.

20. **Governing Law:** In view of the fact that Municipality is within the State of Michigan, it is understood and agreed that the construction and interpretation of this contract shall, at all times and in all respects, be governed by the laws of the State of Michigan.

21. **Entire Agreement:** This contract contains the entire agreement and understanding by and between Municipality and Berg, and no representations, promises, contracts or understandings, written or oral, not contained herein shall be of any force or effect. No change or modification of this contract shall be valid or binding unless it is in writing and signed by both parties. No waiver of any provision of this contract shall be valid unless it is in writing and signed by both parties. No valid waiver of any provision of this contract at any time shall be deemed a waiver of any other provision of this contract at such time or any other time.

22. **Prohibition Against Assignment:** Berg agrees on its behalf, executors, administrators, heirs, legatees, distributees and any other party or parties claiming any benefit under them by virtue of this contract, that this contract and the rights, interests, and benefits hereunder shall not be assigned, transferred or pledged in any way.

23. **Severability of Invalid Provision:** The provisions of this contract shall be deemed severable. The invalidity or unenforceability of any one or more of the provisions of this contract shall not affect the validity and enforceability of other provisions. This contract shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

24. **Termination of Contract:** This contract may be terminated by Berg, for no reason or cause, with a 90 day written notice, without any further obligation. The Municipality will give no less than 90 days written notice to terminate this contract without cause. If Municipality terminates without cause, Municipality agrees to pay 50% of the current year annual compensation.

Municipality can terminate said contract without a penalty and without cause and by written notice no less than 120 days prior to: November 13th on an annual basis.

In the event that Berg shall not be in substantial compliance with the terms of this agreement, the Municipality shall give Berg written notice of said breach and forty-five (45) days to cure the breach. If Berg fails to cure the breach within forty-five (45) days after such notice, the Municipality may terminate this Contract immediately with cause without further notice or liability to Berg, other than for permitted fees and expenses accrued through the date of termination.

25. **Legal Description/Tax Descriptions:** Our office is frequently contacted by various agencies to correct tax descriptions. We have developed a form and process for these requests to be initiated. It is incumbent on the requesting entity to prove and provide all necessary information in a clear and concise manner that will allow us to facilitate the change. Many times, these requests are made to our office in an urgent manner. However, there are no specific laws that require us to have our tax description match the legal description on the deeds/chain of title. Our descriptions need to be accurate enough to describe the property for taxation purposes. This process could take 30-90 days to review and complete and are subject for our review as time permits provided all necessary documentation has been provided by the requestor.

26. **Inspection Programs:** We recommend a property inspection program of 20% annually. If it is a full measure of all improvements (reappraisal) or a quick review of the existing record cards (reinspection) will depend on the accuracy of your existing records. For new municipalities, we recommend allowing us 12-24 months to test your records and review the accuracy before recommending an inspection program. For units that have had a 100% reappraisal/full measure of all improvements in the last 5 years should be eligible for the reinspection program.

27. **Tax Bill Calculation Process:** The municipality understands that the tax bill calculation, preparation, print, mailing, and servicing is the responsibility of the local Treasurer. The Treasurer is responsibility for all data and settings in the BS&A Tax Program. The municipality can contract with our company to provide such services at an additional cost. In no case is our office responsible for reprinting tax bills or assisting taxpayers with the current payment status of tax bills or the current amount of tax bills. It is also the local Clerk's responsibility for the millage calculation, the L-4029 calculation, millage reduction fraction, and to remit copies of all millage related information to our office in a timely manner, however, reasonable support including assistance with calculations is available by request.

Inspection ADDENDUM

A complete property inspection project will be completed within the Municipality. The following describes the duties and responsibilities for completing the property inspections in accordance with State Tax Commission, Bulletin #2 of 2014.

Reinspection's:

- 1) Physically inspecting every real, improved, and taxable property in the Municipality jurisdiction and acquiring measurements of each improvement.
- 2) Inspecting all vacant properties and determining the highest and best use of the property for property tax classification according to the General Property Tax Act.
- 3) Photographing taxable improvements on improved parcels within the jurisdiction.
- 4) Compiling and entering all data assimilated from the field inspections and entering said data into BS&A assessment administration software.
- 5) Sketch all improvements in the APEX sketching software, utilized in conjunction with the BS&A assessment administration software
- 6) **Compensation will be None per parcel.** Payment and invoices are typically annual, but the Company reserves the right to invoice based on work completed on a monthly basis with 30-45 day payment terms.
- 7) Rate of Completion:
- 8) This section is independently adjustable on an annual basis. Intent to adjust shall be received 30 days before May 1st. Failure on both parties to notify of their intent to adjust would constitute agreement to the terms to continue annually.
- 9) All other terms and conditions as listed in the original assessment administration contract apply. In the event of a termination of this agreement, the Municipality will pay Berg for the parcels completed at that time.

DO NOT SIGN

DO NOT SIGN

Municipality Clerk

Date

DO NOT SIGN DO NOT SIGN DO NOT SIGN DO NOT SIGN DO NOT SIGN

Allan J. Berg, President
Berg Assessing & Consulting, Inc.

Municipality Supervisor

Recoverable Cost Addendum

Potential office costs of Berg Assessing and Consulting. The below list is an estimate and may increase during the term of this contract due to the rising cost of postage, ink, paper, and office equipment:

| Service Charge Rates | |
|---|-----------------------------|
| Assessment Printing Single | \$0.25 |
| PDF Copies | \$0.05 |
| Move Update | \$0.25 |
| GROUP-Address Sheet | \$0.15 |
| GROUP-Printing | \$0.12 |
| GROUP-Envelopes | \$0.30 |
| GROUP-Hand Insert | \$1.00 |
| Record Card Printing | \$0.07 |
| General Printing | \$0.07 |
| Sketches | \$0.07 |
| Scanned Document | \$0.20 |
| Assessment Roll Printing - GENERAL | \$0.03 |
| Picture Printing | \$0.35 |
| Back Side Printing, Upcharge, per page | \$0.10 |
| Colored Paper, Upcharge, per page | \$0.10 |
| Personal Property STATEMENT | \$1.25 |
| Personal Property, Exemption Notice | \$1.00 |
| Postage-by the Roll | Current USPS Price |
| Land Value/Sales Maps | \$75.00 |
| Reinspection Letters | \$1.00 |
| Veterans Letters | \$1.00 |
| Poverty-Hardship Letters | \$1.00 |
| Small Claims Tribunal Cases answer-hearing | \$75.00 |
| Full Tribunal Answer and Negotiate to Settlement | \$400.00 |
| Repeated Document Request Fee | \$50.00 |
| Land Division Processing 1 st Division | \$175.00 (statutory 45 day) |
| Land Division Processing Extra Divisions | \$50.00 (statutory 45 day) |
| Land Division Incomplete Application Fee | \$50.00 |

*these charges are subject to change based on inflationary cost of labor, postage, and supplies. This list is fixed as of April 2021 and may increase by no more than 10% without notice.



IRS issues standard mileage rates for 2022

IR-2021-251, December 17, 2021

WASHINGTON — The Internal Revenue Service today issued the 2022 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on January 1, 2022, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 58.5 cents per mile driven for business use, up 2.5 cents from the rate for 2021,
- 18 cents per mile driven for medical, or moving purposes for qualified active-duty members of the Armed Forces, up 2 cents from the rate for 2021 and
- 14 cents per mile driven in service of charitable organizations; the rate is set by statute and remains unchanged from 2021.

The standard mileage rate for business use is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

It is important to note that under the Tax Cuts and Jobs Act, taxpayers cannot claim a miscellaneous itemized deduction for unreimbursed employee travel expenses. Taxpayers also cannot claim a deduction for moving expenses, unless they are members of the Armed Forces on active duty moving under orders to a permanent change of station. For more details see [Moving Expenses for Members of the Armed Forces](#).

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

Taxpayers can use the standard mileage rate but must opt to use it in the first year the car is available for business use. Then, in later years, they can choose either the standard mileage rate or actual expenses. Leased vehicles must use the standard mileage rate method for the entire lease period (including renewals) if the standard mileage rate is chosen.

[Notice 2021-03](#) [PDF](#), contains the optional 2022 standard mileage rates, as well as the maximum automobile cost used to calculate the allowance under a fixed and variable rate (FAVR) plan. In addition, the notice provides the maximum fair market value of employer-provided automobiles first made available to employees for personal use in calendar year 2022 for which employers may use the fleet-average valuation rule in or the vehicle



JOHN L. ENOS, AICP, PRINCIPAL was a Planning Director for both local and county government before joining Carlisle | Wortman Associates. This experience has shaped his twenty-five year career, and enabled him to more thoroughly see planning issues from the community's point of view. John was named Principal and shareholder of the firm in 2002. He currently provides planning, zoning, and growth management services to various communities in southeast Michigan as both a consultant, and as the acting Planning Director for a local township and city. This unique perspective allows him to craft practical planning solutions within an established community framework.



EDUCATION

MS, City and Regional Planning | Eastern Michigan University

BA, Public Administration | Eastern Michigan University

EXPERIENCE

Principal, Carlisle|Wortman Associates, Inc.
Ann Arbor, MI, 2000-Present

Director of Municipal Services
Pittsfield Charter Township, MI, 1995-2000

Assistant Director, Livingston County Department of Planning
1990-1995

Principal Planner, Livingston County Department of Planning
1988-1990

PROFESSIONAL AFFILIATIONS

American Institute of Certified Planners
Membership No. 18397

American Planning Association
Private Practice Division
Vice-Chair

Michigan State Police Professional
Emergency Manager

Soil Erosion and Sedimentation Control Officer

Level I Tax Assessor

Michigan Association of Planning Officials Board of
Directors

Huron River Watershed Council Secretary - Treasurer

Saline Leadership Institute

American Planning Association

American Society of Landscape Architects

American Water Works Association

BOCA International Membership No. 48031



Carlisle | Wortman

ASSOCIATES, INC.

**Proposal for Planning
&
Planning and Zoning Services
Cohoctah Township**

Ann Arbor Office:

117 N. First Street, Ste. 70

Ann Arbor, MI 48104

(734) 662-2200

(734) 662-1935 Fax

www.cwaplan.com

Planning & Zoning Services

Cohoctah Township

Introduction

Carlisle/Wortman Associates, Inc. business philosophy is to establish ongoing and long-term relationships with our public sector clients. However, just like our clients, we are constantly growing and evolving to address modern day challenges. Always aware of the issues that face our individual communities, we can customize our wide range of services to meet their personal goals. As a result, we pride ourselves on serving numerous communities for periods extending over 30 years.

The core of our business has been providing the types of services needed by communities on a day-to-day basis. As such, we understand from our experience that the Township seeks a firm capable of serving many roles. We have the full in-house capability to provide the services requested by Cohoctah Township as set forth in the Request for Proposal.

More specifically, our staff is well-versed in a variety of services, which include:

Planning/General Consultation: We will provide day-to-day consultation to municipal staff regarding issues relating to Zoning Ordinance regulations, future land use, site issues, state regulations and other legislative responsibilities.

Development Review: We will review all development proposals upon request such as site plans, rezoning, special land use requests, PUDs and other matters related to zoning compliance.

Meeting Attendance: We can attend all Planning Commission, Zoning Board of Appeals, and Township Board meetings, as requested.

Variance Reviews: When requested, we provide reviews of variance requests and attend Zoning Board of Appeals meetings.

Ordinance Amendments: From time to time, the Township Ordinance needs to be revised. In most cases, our office prepares the draft language, working closely with the Township Attorney, staff, and Planning Commission.

Education and Training: We view education as a continuous process. Our website posts planning articles on topics of interest to our clients. Please see our blog at

www.cwaplan.com/blog. We make our clients aware of changes in legislation and new planning techniques. Included in our retainer, we provide an annual training session either to the Planning Commission, Zoning Board of Appeals, Township Board of any combination thereof on basic planning and zoning. The

topic can be customized based on client interest. Though we host annual training sessions, we view education and training as part of our ongoing responsibility.

Master Plan: We have prepared and updated over 100 Master Plans over the past thirty years, ranging in size of communities from with a population of 350 to over 80,000. We have prepared Master Plans for communities with similar characteristics to Cohoctah Township in Livingston County.

Cohoctah Township's Township Planner position exists for several important reasons:

1. Implement the policy direction of the Township Board in an efficient and responsive manner.
2. Advise Township on matters affecting the Township.
3. Administer, assist and oversee Township planning operations.

The role of Cohoctah Township's Township Planner can be summarized as an individual responsible for: providing planning and zoning direction, supervision and coordination of general operations of the Township by working directly with the Supervisor, Township Board, Township Planning Commissions, Zoning Board of appeals and residents; formulation of appropriate Township policies and procedures; coordination of potential and current commercial development serving Cohoctah and the surrounding communities, on matters effecting the Township and the Livingston County area.

Knowing that Cohoctah Township has a unique rural culture and specific requirements and preferences, Carlisle/Wortman Associates Inc. (CWA) is pleased to provide a comprehensive and customized proposal for Township Planner. We are fully qualified to provide these services which include professional support and assistance within Cohoctah encompassing the needs of the Township Board, Township Planning Commission, ZBA and Township staff and residents.

The Staff Planner:

- Work closely with the Township Zoning Administrator and Board and function as the agent and arm of Cohoctah Township regarding planning administration and land use permits.
- Furnish the Township Board with information regarding the Township's affairs and prepare and submit such reports as may be required.
- Attend Township Board, Planning Commission and Zoning Board of Appeals meetings as requested.

- Offer our services and knowledge of Township government functions to address design, format, and frequency of reports, forms, letters, and correspondence.
- Participate in the development and implementation of Township goals, objectives, policies, and priorities.
- Provide professional and courteous interaction with residents and other applicable agencies - both internal and external.
- Communicate effectively, both verbally and in writing, using advanced interpersonal skills.
- Oversee technical operation within all phases of development.
- Review and make recommendations to Township Board and Zoning Administrator.
- Work with other staff and the contractors to develop remedies for code violations, if requested.
- Provide leadership and continual development and use of effective strategies and interpersonal styles to engage and guide others toward identified objectives and goals in the best interest of the Township and community.
- Perform other duties as assigned by the Township Zoning Administrator, Board and Supervisor.

Fees

We understand the need to provide an economical incentive to provide planning and zoning services. Our experience has been that we can operate at a considerable savings. We will work closely with the Township to explore every option to reduce cost.

The following option outlines our rates for work proposed. Some of our clients prefer to be billed for services strictly on an hourly basis, while others prefer a more structured fee schedule for specific services. We also find that the establishment of a monthly retainer is useful for budgeting purposes.

We can continue this proposal if the Township wishes until the Board decides otherwise. If the Board decides to move in a direction of a full time professional, we will assist with the hiring and training of any new planning and zoning staff well.

Retainer

Under a monthly retainer of \$1,000 we propose the following services to be provided to Cohoctah Township:

- Constant availability via phone, email or other electronic means in order to respond to residents and others.
- Attendance at Planning Commission and Board meetings as needed.
- **Conducting a yearly free of charge training workshop appropriate for Township elected and appointed officials.**
- All mileage, benefits, overhead and expenses.

Planning Services

Carlisle/Wortman Associates, Inc. is well prepared and equally enthused to conduct the scope of services and service specifications described in the Request for Proposal: Planning Services. Since 1987, Carlisle/ Wortman Associates Inc. has been providing public sector clients with professional planning services. Our experienced professionals are forward thinking, experienced and accomplished at finding sound and creative strategies to fit our clients' needs. Our core service is to function as an expert and extension of the Township with the goal of building strong, attractive, and more livable communities. Our continuing success is a direct result of the philosophy to which we adhere: responsiveness, commitment, trust, and success.

We have been exclusively servicing Michigan for over thirty years. With a commitment to public service, we only provide services for governmental and non-profit entities ranging from townships, villages, cities, and counties to community development organizations and public transit agencies. We take pride in the fact that Carlisle/Wortman Associates does not represent private developers, as we believe this creates a conflict of interest. The firm currently serves 75 clients, the majority of which are centered on continuing planning services. A principal of the firm personally represents each client.

CWA has a long-standing relationship with communities in Livingston County and Southern Michigan providing planning consultation services since 1981. We currently represent numerous nearby communities.

We are familiar with Cohoctah Township due to the service we provide to other communities in the vicinity. We are aware of the varied land use within the Township and the Township's desire for balanced growth.

Cohoctah Township can rely on CWA for:

Responsiveness

We believe in constant contact with our clients via telephone, in person meetings, email, and mobile communication and at hours beyond standards business practice.

Commitment

We have been working with client communities for as long as 30 years.

Trust

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.

Success

We equip our clients for success by sharing our expertise, leadership, and creativity while educating communities to ensure successful solutions.

FEES

The fee schedule has components for monthly retainer, hourly rates, plan reviews, training and specialized studies. The first component is a monthly retainer as described earlier responding to regularly scheduled evening meetings. The second component is an hourly rate schedule for assignments outside of the monthly retainer. Please note that CWA will negotiate another payment method for single-use assignments such as a design concept or development analysis. Please note that for any option, our costs for development review and private initiated actions can be costs borne by the applicant. If desired, we can work with the Township to establish a development review fee schedule to pass along our costs to the applicant. Our current development review fee schedule will be provided upon request.

MUNICIPAL CONSULTATION RATES

| <u>Personnel</u> | <u>Hourly Rate</u> |
|---------------------------------------|--------------------|
| Principal | \$125.00 |
| Senior Associate | \$115.00 |
| Associate | \$110.00 |
| Community Planner/Landscape Architect | \$100.00 |
| Graphics (GIS) Technician | \$85.00 |
| Support Staff | \$70.00 |
| <u>Expenses</u> | <u>Rate</u> |
| AutoCAD Operation | \$25/hr. |
| Supplies, Prints, Mailing | cost + 20% |