

Township of Addison Public Notice

## **Request for Proposals**

### **Addison Township Planner**

After nearly 24 years of service, our Township Planner is retiring. The Township is now searching for a Planner that is experienced, prefer at a senior planner level or the equivalent zoning and planning work experience of a minimum of 10 years. Please submit your resume with your response.

Addison Township is a rural oasis. The Township is a bedroom community in northeast corner of Oakland County. Due to the lack of infrastructure, the Township pursues and advances environmental preservation. The infrastructure in the Township is three paved roads, well water and septic fields. There are several beautiful lakes, watersheds and an abundance of wetlands all of which are considered environmentally sensitive. The Township enjoys an abundance of wildlife. For environmental preservation and sustainability, the Township Zoning Ordinances and Master Plan supports large residential parcels, owner operator enclosed businesses, horse farms and other agricultural pursuits. The existing density in the Township is primarily around Lakeville Lake.

In 2022, the Planning Commission completed the 5-year review of the Master Plan. Upon completion of that review, the Master Plan was approved by the Planning Commission. The Master Plan was received and filed by the Township Board. At this time, we are satisfied with the language and intent of both the Master Plan and Zoning Ordinances. The Township may seek some ordinance reviews/amendments and Master Plan updates going forward.

The Planner will work closely with the Township Attorney, Township Administration or the Township Building Official. A majority of the questions are handled by the Township Office by way of showing maps, going over applications, etc. The Planner will be contacted as needed, and as set forth in the RFP. Addison Township prefers a set monthly fee for budgetary purposes for most of the Planner services.

The Township request that all RFP's returned by 1:00 p.m. June 29, 2023 in a sealed envelope marked RFP Planner. If responding by mail, use the address below. You may return your RFP electronically by 1:00 p.m. June 29, 2023 to [pbennett@addisontwp.org](mailto:pbennett@addisontwp.org) with request to seal the RFP into an envelope. All RFP's will be opened at 1:00 p.m. June 29, 2023. Those present may inspect the RFP's or you may request electronic copies or copies with the applicable fees.

The Board will review RFP's at the July 17, 2023 Township Board meeting, commencing at 6:00 p.m. and this serves as your notice of such meeting (address below). Your attendance is encouraged, although not required. At this meeting, the Township may select candidates for an interview. If you are selected for an interview, you will be notified by the Clerk. The Township requests the Planner assigned to our Township attend the interview. The Township reserves the right to modify or waive the interviews and may select a candidate at the sole discretion of the Township Board. The Board seeks a Planner to start immediately or an agreed upon start date. The date should not exceed 30 days after June 29, 2023.

The Township reserves the right to reject any or all written proposals, in whole or in part, and waive any irregularities therein. The proposals may be awarded, rejected or re-advertised at the sole discretion of the Township. Addison Township has, and expressly reserves, the right to accept or reject any or all written proposals without cause and at the Township's sole discretion. Proposers agree and acknowledge

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that, by submitting a written proposal, proposer waives any claim against Addison Township for costs or fees incurred in this RFP process.

Questions may be directed to the Clerk at [pbennett@addisontwp.org](mailto:pbennett@addisontwp.org)

Pauline Bennett,  
Addison Township Clerk  
248 628 3317 ext 216

Addison Townhsip  
1440 Rochester Rd.  
Leonard MI. 48367

# **Addison Township**

## **RFP Planner Specifications**

June 1, 2023

1. The Planner shall have a clear understanding of Addison Township's Zoning Ordinances, based on the plain language of the Ordinances.
2. The Planner shall timely attend all Planning Commission meetings scheduled on the same day once monthly. The Planner shall attend ZBA meetings when requested by the ZBA Chair or Clerk.
3. The Planner shall come prepared to meetings with written direction for members as to all options they may exercise on agenda items. The written options shall be prepared and be included in the Board Member's packets of the Planning Commission and the Zoning Board of Appeals, when requested, not less than eight (8) days before the regularly scheduled meeting.
4. The Planner shall not substitute higher judgment to vitiate the ordinances of the Township. Written opinions with respect to zoning shall not include subjective, unsupported opinions or conjecture of the Planner, but shall be based on articulable provisions of Addison Township's ordinances with such specific ordinance sections shall be referenced by number with a copy of the applicable ordinance provision attached for support. The Township requires a plain language review and application of the Ordinances.
5. The Planner shall be independent and professional in exercising their professional judgment and be independent of any influence by Addison Township's Officer, personnel, Elected Official, Planning Commission Member(s), or applicants before the Planning Commission or ZBA, except such Planner shall give proper attention to proper input from the Township Supervisor, Clerk, Township Attorney or the Township Board (acting as a body).
6. The Planner shall not issue a written opinion until planner has received all the facts available on the appropriateness of a proposed use involving a variance or development applications. The Planner may request a zoning compliance permit accompany the questions.
7. The Planner will be available at the direction of the Township Supervisor or Clerk upon reasonable notice.
8. The Planner shall prepare and have available for printing by way of email to the Clerk, simplified packets in lay language for developers, spelling out in plain language terms what is required for a complete application to Addison Township involving zoning or development applications.
9. The Planner shall maintain liability insurance in the amount not less than one (1) million dollars with Addison Township as additionally insured.
10. The Planner shall promote the Master Plan of Addison Township and promote the enforcement of the Township Ordinances. If there is any ordinance or aspect of the Master Plan the Planner cannot enforce ethically or professionally, the Planner shall immediately call that issue to the attention of the Supervisor and Clerk who shall bring it to the attention of the Township Trustees for consideration of timely amendments to the Township ordinances.

# **Addison Township**

## **RFP Planner Specifications**

June 1, 2023

11. The Planner will be available upon request for a 15/20-minute zoom meeting with an applicant that has submitted a ZBA application or land development application at no additional charge to the Township or applicant. All other correspondence to the applicant is by way of email through the Township.
  - a. For Applicants that request an in-person meeting with the Planner, the Planner shall invoice the township at the agreed upon rate. Applicants that request a preliminary zoom meeting no application received shall be charged an agreed upon amount as indicated in the agreement.
  - b. Document submittals with questions from an applicant shall be submitted 7 days prior to such meeting.
  - c. A Township representative shall be at all meetings scheduled with the Planner. The representative will be determined by the type of application or request. All meeting shall be arranged through the Township.
  - d. Zoning questions received from staff that require a Planner response by email or phone with the Township will receive at least one email/phone preliminary response to the Township for the prospective applicant included in the retainer.
12. The Planner shall assist the Township office, the Building Dept, the Clerk or Supervisor by timely responding within two (2) business days to any telephone or email inquiry by Addison Township.
13. If requested, The Planner shall provide up to four (4) hours of training to office staff per year at the Township offices or Zoom meeting on the efficient handling of applications which will come before the ZBA or Planning Commission and make recommendations to streamline to process so that citizens of Addison Township are efficiently and expeditiously served.
14. The Planner shall make periodic recommendations to the Clerk for distribution to the Board and legal on updating ordinances at a minimum every twelve 12 months or as indicted in the Ordinance. These recommendations for updating or changing ordinances shall be presented by the Planner in writing with the underlying rationale spelled out, including the proposed amending language for Board review. The Board will recommend to the Planning Commission if such a review of amending text is approved.
15. The Planner shall monitor the status of all applications involving ZBA or development applications, Zoning Compliance Applications/Permits to Addison Township to ensure a method exists to assure that they are timely handled and resolved and promptly report any issues to the Township Supervisor in writing.
16. The Planner shall provide periodic input to the Township and the Township Attorney regarding compliance with changes in the law regarding zoning and the like and report to the Township and Township attorney forthwith any non-compliance issues and timely provide for updated zoning ordinance provisions to ensure enforceability and compliance to Court cases impacting Township ordinances or once informed by Township attorney of such cases. Mandated text amendments

# **Addison Township**

## **RFP Planner Specifications**

June 1, 2023

- shall not go to the Board for prior review. Township Legal, Planner and Township shall schedule accordingly.
17. The Planner shall work closely with the Township Attorney as it relates to Services for litigation (if any) including research, review of complaint and interrogatories, deposition and related preparation shall be provided at the current agreement rate. Facilitation services, shall be at the current additional services rate as well as drive time and mileage for a deposition.
  18. The Planner will endeavor to ensure that at all Board, Planning Commission and ZBA meetings action concerning zoning are amply supported by a complete record and complete supported findings.
  19. The Planner will take day to day direction from the Clerk, Supervisor or the Township Board acting as a body.
  20. The Planner shall yearly evaluate, and report to the Supervisor how the zoning staff is processing, responding and handling development, ZBA or zoning compliance applications. The Planner shall make recommendations for the improvements as necessary.
  21. The Planner shall attend up to 20 meetings per year. This includes all Planning Commission meetings and ZBA/Board meetings as requested. (The Clerk may approve by phone/virtual attendance for the Township Board or the ZBA) The Planner shall be paid for the attendance of additional meetings or meetings that are other than indicated in #22 or meetings that the Planner is given less than 72-hour notice. The rate will be a competitive rate which shall be inclusive of travel expenses and travel time as indicated below.
  22. The Planner shall review up to 24 and any combination of completed land development application such as rezoning, special use, site plan, land division or private road etc.
  23. The Planner shall review up to 8 zoning board of appeals applications which include the application, the requested variance, review the notice and issue a letter to the ZBA of the Planners findings.
  24. The Planner shall provide up to 4 zoning ordinances text amendments (includes State mandated) per year. The Township Clerk Office will assist in the processing.
  25. Annual master plan review will be undertaken at no additional cost. This is not a Master Plan update, just a review.
  26. The Planner and the Township may enter into a separate agreement for producing a Master Plan update or Zoning Ordinance comprehensive (full) review with an agreed upon fee for job completion.

The monthly retainer rate is currently \$2,400.

# Addison Township

## RFP Planner Specifications

June 1, 2023

The proposed monthly retainer rate is \_\_\_\_\_.

27. The RFP is to be all inclusive of the above specifications on a flat rate retainer with the exemptions as listed below:

The proposed rate for review of applications over the indicated amount in #21 is 50% of the application fee excludes administrative fee (attached).

Zoning compliance application review 75% of the current fee: \$125 or 75%, \$93.75 Planner fee per application.

In person meeting request on the scheduled day of a PC meeting currently \$200 and up to one hour meeting. (\$275 with Township retaining \$75). All material for meeting must be submitted by the applicant to the Clerk at a minimum 7 days prior to the scheduled meeting.

In person meetings on dates other than scheduled PC meeting shall include prep and drive time with an hourly rate of \_\_\_\_\_ or estimated fee of \_\_\_\_\_.

The proposed hourly rate for Litigation, facilitation or as requested by township legal is \_\_\_\_\_.

The proposed hourly rate for additional text amendments or master plan amendments \_\_\_\_\_.

The proposed hourly rate for additional meetings as indicated in #22. \_\_\_\_\_.

The proposed rate for up to a 30-minute zoom meeting without an application. \_\_\_\_\_.

The Planner shall submit a detailed monthly invoice to the Clerk. The Invoice shall indicate the type of application reviewed and for ease of tracking the 24 applications, the planner sequenced review number. The second area of the invoice shall be for the additional services not covered under the retainer. These shall include the type of service, name of applicant, if applicable the parcel ID and the fee amount.

Upon acceptance of a proposal the contractor shall have 5 business days to submit proof of insurance with Addison Township as additional insured, W-9 and workers compensation documents accordingly.

I read and understand the RFP for Planner Services.

\_\_\_\_\_  
Authorized Signature                      Date

Phone \_\_\_\_\_ Email \_\_\_\_\_

# **Addison Township**

## **Planner Service Agreement**

**June 1, 2023**

This Agreement, between the Township of Addison (“Township”), located at 1440 Rochester Road, Leonard, MI 48367 and \_\_\_\_\_ (“Contractor”), located at \_\_\_\_\_, MI. 48367 states the following:

**WHEREAS**, the Contractor has agreed to perform certain professional services for the Township and brings to bear in conducting such services the requisite knowledge, background and experience; and

**Whereas**, the Contractor states that Contractor has received and reviewed the specifications dated June 1, 2023 and the specifications are incorporated be referenced fully herein as Exhibit 1. The contract shall be known as Planner Service Agreement (PSA); and

**Whereas**, The agreement shall be for three (3) years and two (2) one (1) year options with no rate increase during the initial three year term of the agreement. The RFP proposal is Exhibit 2; and

**Whereas**, the Contractor has had the full opportunity to conduct its own due diligence on the Zoning Ordinances, the Master Plan and applications as posted at [www.addisontwp.org](http://www.addisontwp.org) .

**NOW, THEREFORE**, it is agreed between Contractor and Township, as evidenced by the respective signatures below, that Contractor will perform the services of the PSA as set forth on Exhibit 1 and 2. The Township and Contractor accept and acknowledge the consideration herein.

**IT IS FURTHER UNDERSTOOD AND AGREED**, Contractor has read the Specifications of the PSA and acknowledges all deadlines and all requirements. The term of the contact shall be for three (3) years commencing \_\_\_\_\_ 2023 through \_\_\_\_\_, 2026 with two one-year options possibly extending through \_\_\_\_\_, 2028, and upon written consent by both the Township and the Contractor. The Contractor shall give a 120 day (4 months) written notice of their intent for the options with the Township reserving the right to accept or reject the options. Contractor shall submit a detailed, legible and itemized invoice, as described in the RFP, to the Township for payment in accordance with Exhibit 1. Contractor shall invoice monthly and be paid monthly for the service rendered. Contractor's payment shall be issued within thirty (30) days after approval by the Township.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that no tax or other withholding shall occur in any payment to the Contractor. Contractor agrees to indemnify and hold harmless the Township for any liability or claim incurred by the Township as a result of any work performed and caused by the contractor. Contractor acknowledges and concurs there are no fringe benefits related to this relationship with the Township, and the Township has no supervision over the Contractor. Contractor will maintain liability insurance and workman's compensation insurance. The Contractor agrees to indemnify and hold harmless the Township from any liability from the contractor’s gross negligence. The Contractor agrees to procure and provide a minimum amount \$1,000,000.00 of liability insurance as submitted with the proposal and to provide the Township with a copy yearly or within 24 hours of request. If the insurance request is not fulfilled, the PSA is considered null and void immediately with or without written or verbal notice.



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## **Addison Township**

### **Planner Service Agreement**

**IT IS FURTHER UNDERSTOOD AND AGREED**, that this is a fully integrated PSA and no oral representations are binding on either party relative to this relationship and PSA. This PSA shall be deemed mutually drafted and shall be construed under Michigan law.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that the Contractor shall be responsible for all expenses incurred while performing services under this PSA. This includes license fees, memberships and dues, automobile and other travel expenses, meals and entertainment, insurance coverage and premiums, telephone, and all salary, expenses and other compensation paid to employees or contract personnel that the Contractor hires to otherwise complete the work under this PSA.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that Contractor, at Contractor's sole expense, will furnish all materials, equipment and supplies used to provide the services required by this PSA.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that the relationship described herein is at will and may be terminated by either the Township or the Contractor with or without cause upon 90 days advance notice in writing. The Contractor understands that the 90 days' advance notice is required should Contractor wish to terminate Contractor's services so as not to interrupt the business and to allow another person time to assume these duties.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that the Contractor shall be responsible for all expenses incurred while performing services under this PSA. This includes license fees, memberships and dues, automobile and other travel expenses, meals and entertainment, insurance coverage and premiums, telephone, and all salary, expenses and other compensation paid to employees or contract personnel that the Contractor hires to otherwise complete the work under this PSA.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that the parties agree that Contractor is an independent contractor, and that neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed to be, employees of Township in any way. In its capacity as an independent contractor, Contractor agrees to and represents the following:

- Contractor has the right and does fully intend to perform services for third parties during the term of this Agreement.
- Contractor has the sole right to control and direct the means, manner, and method by which the services required by this PSA will be performed.
- Contractor has the right to perform the services required by this PSA at any place or location and at such times as Contractor may determine.
- Contractor has the right, but not the obligation, to hire assistants as subcontractors, or to use employees to provide the services required by this PSA.
- All current or future subcontractors shall be fully disclosed to the Township, with the bid submittal or as subcontracted and in accordance with agreement/ specifications for the required insurance policy.
- Township reserves the right to terminate PSA immediately and without notice for negligence of submittal and approval or lack of subcontractor's insurance policy.
- The services required by this Agreement shall be performed by Contractor and Township shall not hire, supervise, or pay any assistants to help Contractor.
- Neither Contractor nor Contractor's employees or contract personnel shall receive any training

**Addison Township**  
**Planner Service Agreement**

from Township in the professional skills necessary to perform the services required by this Agreement unless the Township makes a decision that certain training is necessary. In that case, the Township shall ask the Contractor to obtain that training at the Township's expense, if approved by the Township.

- Neither Contractor nor Contractor's employees or contract personnel shall be required by Township to devote full time to the performance of the services required by this PSA.
- The Contractor does not receive the majority of its annual compensation from Township.

The parties acknowledge and agree that Township is entering into this Agreement with reliance on the representations made by the Contractor relative to its independent contractor status.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that Contractor represents, warrants and declares that Contractor has complied with all federal, state, and local laws requiring business permits, certificates, and licenses required to carry out the services to be performed under this PSA.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that Township shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with any services performed under this PSA. If Contractor files a petition for and receives unemployment compensation, the total amount of unemployment compensation awarded to and received by Contractor shall be deducted from and be an offset against the amount of compensation due and payable to Contractor by Township under this PSA.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that Contractor may not assign or subcontract any rights or obligations under this PSA without Township's prior written approval.

**IT IS FURTHER UNDERSTOOD AND AGREED**, that there is no representation or warranty as to any future services and that this document is a mutually drafted PSA.

**IT IS EXPRESSLY AGREED**, the Contractor will always provide and timely pay for worker's compensation coverage on all personnel operating under this PSA.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE Supervisor

\_\_\_\_\_  
DATE

Print Name and Title \_\_\_\_\_

Business Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

TIN \_\_\_\_\_

Mobile Number \_\_\_\_\_ Office Number \_\_\_\_\_

**Resolution 23-**

**Resolution authorizing the fee Schedule for Development , Zoning Board of Appeals, Zoning Compliance applications, Special Meetings and Cost Recovery.**

**Whereas;** at a meeting of the Addison Township Board held on May 15, 2023 at the Addison Township complex, 1440 Rochester RD. Leonard, The Board reviewed the following fee schedule; and

**Moved the Resolution Trustee Geibel  
Offered support Treasurer Fisher**

**Whereas;** the Township has an obligation to maintain and impose a fee schedule to recover the cost of services provided by the Township; and

**Whereas;** to offset and attempt to recapture the development, planning fees, legal fees and engineering fees incurred, adopted the fee schedule as follows:

All application fees include a non-refundable \$500 administration fee for processing and retention.

Land Divisions	\$1,300 and \$100 per new parcel ID number
Property Line Adjustment/Combination (No Divisions Created or review)	\$700
Private Road/Accessway	\$2,500
Rezoning: Multiple parcels, an additional Conditional Rezoning same as rezoning. Zoning Text Amendments same as rezoning.	\$2500 and \$50 per acre \$1500 per parcel and \$50 per acre
Site Plans: Residential	\$1,500
Site Plans such as: Commercial, industrial, public, office Site condos, cluster, P.U.D. Open Space, or as applicable	\$5,500 and \$ 50 per building site
Special Use: Residential personal use Special Use such as: Commercial, industrial, public, office Site condo, cluster, PUD, <b>open space</b> or as applicable.	\$1,500 \$2,500 and \$50 per building site

The above application fees are a set fee. Legal or professional fees may apply in addition to the application fees.

Engineer fees: Private Roads and Site Plan

Residential personal \$4,000 and \$50 per building site

Commercial, business, industrial, public or office  
Site plan, special use, rezoning,  
Site condo, PUD, Open space \$10,500 and \$50 per building  
site

Engineer fees are invoiced or refunded based on the actual expenditure incurred by the Township. Additional fees may be applied. Applicant will be provided an invoice and copy of the fees incurred by the Township.

Zoning Board of Appeals  
Personal residential use \$1,000

Zoning Board of Appeals such as \$2,500  
Commercial, Industrial, Public, Office  
Site Condo, PUD, Open Space and Land Divisions  
Professional fees may be applicable and will be invoiced accordingly.

ZBA Applications (all types) with multiple parcels additional \$150 per parcel

Zoning Compliant Permits \$125  
Zoning Compliant Permits with planner review \$250

Special Meetings: Township Board, \$1,200  
Planning Commission, or Zoning Board of Appeal \$1,000  
Application fees or professional service fees may apply.

In person appointments scheduled with the Planner up to one hour and requires submittal of information one week prior. Scheduled same day as Planning Commission meeting.

Township retains \$75 for processing/attending \$275

In person appointments scheduled with Engineer or Legal will be determined by the estimate received for such a meeting which includes review of the material.

Re-reviews by the Township Planner are one half of the applicable fee.

Applications that qualify for a re-review must be submitted within six months of denial date. If information is not received within six months the application shall be invoiced and considered a new application.

**Whereas;** the Township authorizes cost recovery and any and all professional fees not covered by ordinance or resolution for land development or application paid by the Township will be invoiced to applicant, including but not limited to environmental

studies, wetland determinations, planner, engineer and/or legal fees. Departments should obtain an estimate and invoice applicant prior to releasing the information.

**Whereas;** All fees shall be paid prior to final approval of the application. Unpaid fees shall render an application incomplete. Invoices received after final approval shall be forwarded to the building department for assistance in collection and the Township authorizes the building department to withhold final or issuance of a permit until such time paid in full. Final invoices not paid by the applicant, which includes building permits, the Board authorizes the Treasurer to process accordingly with property taxes, liens or a collection company as determined by the Treasurer. The Treasurer may also include the fees incurred for processing.

**Whereas;** any provision in conflict with other resolutions or agreements this resolution is rescinded.

**Now be it resolved** the Township approves the land development fee schedule with an effective date of June 1, 2023 for the fees with immediate effect for cost recovery and authorized the appropriate departments to modify the applications with the fee schedule.

The Supervisor requested a roll call vote:

Ayes: Pearson, Clerk Bennett, Treasurer Fisher, Trustee Geibel, Trustee Frost, Trustee Brakefield, and Trustee Gierak

Nays: None

Absent: None

The Supervisor declared the resolution adopted.

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I, Pauline Bennett the duly elected and acting Clerk of the Township of Addison, hereby certify that the foregoing resolution was adopted by the Township Board by a roll call vote at a regular meeting of the Board held on May 15, 2023, at which meeting a quorum was present.