

CONTRACT FOR PROFESSIONAL AND TECHNICAL PLANNING SERVICES

This CONTRACT made and executed this _____ day of _____, 2006 by and between the CITY OF ROCHESTER HILLS, MICHIGAN, hereinafter called the "City" and MCKENNA ASSOCIATES, INC., Planning Consultants, of Northville, Michigan, hereinafter called the "Consultant".

WITNESS:

Section 1 - Agreement

For and in consideration of the faithful and workmanlike performance of the services described as hereinafter set forth, the City hereby hires the Consultant and shall pay the Consultant as described in Section 7. This Contract shall continue in effect from the date of execution until such time as there is a thirty (30) day written notice of termination by either the City or the Consultant.

Section 2 - Plan Review Services

The Consultant shall provide written technical recommendations on site plans, special approvals, rezonings, variances, and lot splits, in accordance with City ordinances including zoning, subdivision, condominium, and sound planning and design principles. All such work shall be paid by the City in accordance with the schedule of fees included herein in Section 7.A.

For each of the individual reviews, the Consultant shall undertake the following activities:

1. Initial review of site from aerial photos.
2. Telephone discussions, or if requested, personal discussion with the applicant, Chairperson, City officials, Planning Director, or other City officials regarding review issues.
3. Personal inspection of the site.
4. A review of all relevant issues (except engineering issues).
5. Submission of a written review and recommendation to the City.
6. File maintenance.

Section 3 - Hourly Rated Services

On an hourly compensation basis as described in Section 7.B., the Consultant shall provide the following services to the City:

1. Meeting with prospective applicant(s) and/or their consultant(s) to present City requirements and discuss initial insights into project viability.
2. Preparation for and attendance at meetings (Concept, Staff Review, Commission, Board, Council, etc.) at mutually agreeable dates and times.
3. Conducting research and analysis on an as needed basis as requested by the Planning Department for various issues including but not limited to planning and land development standards.
4. Assisting the Planning Department in developing reports and supporting graphics for but not limited to the Planning Commission, City Council, Zoning Board of Appeals, and Historic Districts Commission.

5. Assisting the Planning Department in interpreting and applying the standards contained in the City's Zoning and Land Regulation Codes including but not limited to landscape, buffering, and screening requirements, tree conservation, wetland and watercourse protection, historic districts, one family residential detached condominiums, and architectural guidelines.
6. Providing additional related services as mutually agreed to by the City and Consultant.

Section 4 - Cooperation

The Consultant shall have the cooperation of City officials, including the City's accountant, attorney, and engineer, as necessary, if authorized by City officials.

Section 5 - Consultant Provisions

The Consultant agrees to furnish all materials and services necessary to undertake the above services for the City and to assume all costs, including travel expenses between the Consultant offices and the City, travel expenses between and among any Consultant and sub-consultant offices, salaries of employees engaged by the Consultant and other overhead expenses except outside reproduction costs.

Section 6 - City Provisions

The City shall provide the following to the Consultant without charge:

1. Copies of the aerial photographs of the City, with property lines as most recently published by the Oakland County Planning Division.
2. Copies of City ordinances, forms, guidelines, and policies.
3. Copies of previously prepared studies, plans, census, and other available data.
4. Reproducible maps of the City, as available.
5. Electronic maps and data created by or provided to the City by the County, SEMCOG, and State of Michigan, including GIS basemaps and layers.

Section 7 - Compensation

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

1. Compensation Services Under Section 2. For the following reviews, fees shall be paid by the City to the Consultant for services rendered per Section 2. of this Contract, in accordance with the following schedule. If the City requests any (initial/first or revised) review to be completed within five (5) business days after receipt by Consultant the fee for review shall be one hundred fifty (150) percent of the fee specified for such review.

The review fees specified in this proposal are for the initial or first review of an application. The fee for review of a revised application shall be sixty (60) percent of the fee specified for the initial or first review of such application, except where the initial or first review of such application is hourly, and/or except where revisions are significant enough to warrant a second full review, as mutually determined by the City and Consultant. In either such case a full review fee shall be charged.

Where a fee is based on acreage, the fee shall be based on the portion of the parcel proposed to be developed. Payment of the following fees shall not be contingent upon City's receipt of payment from the applicants.

Following is Consultant's proposed schedule of fees for review services through December 31, 2007, after which time Consultant shall annually increase the review fees and hourly rates on January 1 of each year. The increase shall be by an amount equal to the percentage increase in the Consumer Price Index for All Urban Consumers (CPIU) for the Detroit Metropolitan Area for the previous twelve (12) months as reported by the U.S. Department of Labor, Bureau of Labor Statistics. Said determination shall be made in the month of January when the CPI for the month of December is available. All review fee and hourly rate increases shall be rounded to the nearest \$0.25 increment.

a. Subdivision/One Family Residential Detached Condominiums:

1. Subdivision Tentative Preliminary Plat or One Family Residential Detached Condominium Preliminary Plan - \$420.00 plus \$5.50 per lot.
2. Subdivision Final Preliminary Plat or One Family Residential Detached Condominium Final Plan - \$5.50 per lot; \$265.00 minimum charge.
3. Subdivision Final Plat - \$5.50 per lot; \$265.00 minimum charge.

b. Site Plans:

1. Multiple-family - \$445.00 plus \$6.00 per unit.
2. Cluster (RCD) housing - \$445.00 plus \$7.00 per unit.
3. Mobile Home Park - \$445.00 plus \$5.75 per unit.
4. Commercial - \$445.00 plus \$56.00 per acre or fraction thereof.
5. Office- \$445.00 plus \$56.00 per acre or fraction thereof.
6. Industrial - \$445.00 plus \$56.00 per acre or fraction thereof.
7. Institutional - \$445.00 plus \$56.00 per acre or fraction thereof.
8. Public or Semi-Public Uses - \$445.00 plus \$56.00 per acre or fraction thereof.

c. Planned Unit Development (PUD): \$205.00, in addition to applicable Site Plan Review fee.

d. Conditional Land Uses: \$495.00 plus \$7.00 per acre or fraction thereof if an applicable site plan review is not completed simultaneously, in addition to applicable site plan review fee above.

1. Without simultaneous applicable site plan review, \$495.00 plus \$7.00 per acre or fraction thereof.
2. With simultaneous applicable site plan review, sixty percent (60%) of the fee specified in A.3.a, above.

e. Rezoning: \$445.00 plus \$7.00 per acre or fraction thereof.

f. Land Divisions: \$260.00 plus \$51.00 per resulting parcel.

g. Right-of-Way Vacations: \$205.00 plus \$51.00 per abutting parcel.

- h. Appeals, Interpretations, and Variances: \$240.00 per application.
 - i. Certificates of Appropriateness: \$285.00 per application.
 - j. Landscape Compliance Inspection: hourly, not to exceed three percent (3%) of approved landscape cost estimate without prior City authorization.
 - k. Tree Compliance Inspection: hourly, not to exceed three percent (3%) of approved tree replacement cost estimate without prior City authorization.
 - l. Other: Hourly, or as mutually agreed upon between the City and Consultant.
2. Compensation for Hourly Rated Services. For services rendered pursuant to Section 3, the City shall pay the Consultant at the rate for the level of professional involved as listed in the Schedule of Hourly Rates below per hour of professional time expended, including the travel time expended in providing services to the City. Following is Consultant's proposed schedule of fees for hourly services through December 31, 2007, after which time Consultant may increase the hourly rates per classification on an annual basis by a percentage equal to the increase in the Consumer Price Index for All Urban Consumers (CPIU) for the Detroit Metro Area for the previous twelve (12) months as reported by the U.S. Department of Labor, Bureau of Labor Statistics.

| <u>Professional Level</u> | <u>Hourly Rate</u> |
|---|--------------------|
| President: | \$137.00 |
| Senior Vice President: | \$127.00 |
| Vice President: | \$122.00 |
| Director: | \$111.00 |
| Senior Principal Planner: | \$106.00 |
| Principal: | \$96.00 |
| Associate: | \$65.00 |
| Assistant: | \$50.00 |
| Draftsperson: | \$45.00 |
| Administrative Assistant or Word Processor: | \$37.00 |

These rates include overhead costs including advertising and promotion; books, publications and maps; business entertainment; computers; charitable contributions; Professional dues and subscriptions; furniture and fixtures, graphic supplies, general; insurance; interest; legal and accounting; licenses; meals, office equipment; office supplies; postage (except overnight); rent; taxes; telephone, facsimile, and e-mail; mileage to and from meetings and for field inspections in Rochester Hills.

These rates do not include costs for photographic or outside reproduction or materials which are separate billing costs. Rates also do not include reimbursable costs for travel, overnight mail, etc. Mileage beyond that for meetings and field inspections in Rochester Hills will be billed at \$0.47/mile, to be adjusted consistent with IRS reimbursement rates.

- 3. Reimbursables. Reimbursable expenses will be billed at Consultant's documented costs. Consultant will provide a specific cost quotation for any reimbursable upon request.

Section 8 - Code of Ethics

The Consultant hereby stipulates and agrees that, in performance of its duties as outlined in this Contract, it will be bound by the code of ethics applicable to planning consultants.

Section 9 - Conflict of Interest

The Consultant hereby stipulates and agrees that, in performance of its duties as outlined in this Contract, it will not accept employment, nor will it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict of interest between the City and the Consultant would be created, without the prior written consent of the City.

Section 10 - Compliance with All Laws and Regulations

In the provision of the services described herein, the Consultant agrees to comply with all applicable federal, state, and local laws and applicable regulations.

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

WITNESS:

CITY OF ROCHESTER HILLS,
MICHIGAN

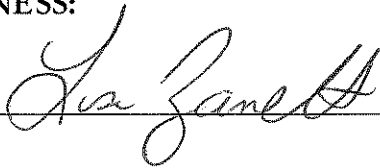
Signature

Signature

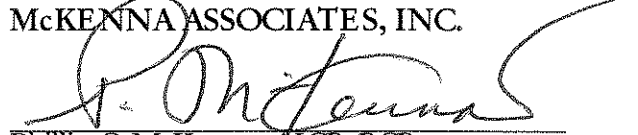
Name

Name and Title

WITNESS:



McKENNA ASSOCIATES, INC.



Phillip C. McKenna, AICP, PCP
President