CENTERVILLE TWP TREASURER'S REPORT
As of November 30, 2022

Account Balances:

Chase Tax Fund Cking #9301	$3,219.00	
Chase HI Yield Savings #5793	$101,775.56	
Chase Business Savings #6868	$127,135.10	**ARPA Funds*** **
Chase Commercial Cking #2769	$0.00	
Chase Business Cking #1613	$210,457.14	
Totals:	$442,586.80	

Receipts	Amount	From	Description
#3178	$24,849.00	State of MI	Sales Tax Revenue-July/Aug 2022
#3179	$255.00	Tim Cypher, ZA	Five Land Use Permits
#3180	$300.00	Northgate Leelanau Pines, LLC	Zoning Board of Appeals Application
#3181	$150.00	Stephen Tomczak	Revised Land Use Permit
#3182	$300.00	Custom Interiors	Land Use Permit
#3183	$142.91	Leelanau Cty Treasurer	PRE Audits 2019-21 Int & Penalties-$135.41 Admin Fee-$7.50
#3184	$9.34	Chase Bank	Interest

Centerville Township Balance Sheet						11/30/22			
Assets:									
Cash and Cash Equivalents						$442,586.80			
Capital Assets (trucks, land, building)									
Receivables:	Fire Millage:				$0.00				
	Administration Fee:				$0.00				
	General:				$0.00				
				Total:		$0.00			

Total Assets:						$442,586.80			
Liabilities:									
Accrued Liabilities:						$0.00			
Current Liabilities:									
	2100- Payroll Liabilities					$1,564.00			
	2200- Offsetting Tax Liability				$8,497.24				
		For Disbursement			$5,278.24				
		For Centerville			$3,219.00	$5,278.24			
Non-current Liabilities									
	Due within current fiscal year (FY22-23								
	Fire Department (annual payment)					$64,110.96			
	Chalet Roads (1 of 3 annual payments)					$81,328.00			
	Due within more than one fiscal year					$0.00			
	Chalet Roads (FY 23-24 & FY 24-25)					$162,656.00			

Total Liabilities						$152,281.20			
Net Assets:									
Invested in Capital Assets, net of related debt						$0.00			
Restricted:									
	Tax Disbursement Funds					$0.00			
	Fire Department (millage)					$0.00			
	Metro funds (FY2014 to current FY)					$17,532.51			
	Tax administration fee					$0.00			
	ARPA					$127,135.10			
	CARSAD					$0.00			

	Total Restricted					$144,667.61			
Unrestricted:							% of Policy Targets:		
	Committed:					$0.00			
	Assigned:								
		Roads:				$108,900.00	100% with Metro Funds		
		Fire Department Back up Fund				$97,715.00		76%	

		Total Assigned				*$206,615.00*			
	Unassigned:					$91,304.19			
	Total Unrestricted:					$297,919.19			
Total Net Assets:						$290,305.60			
Total Net Assets and Liabilities						$442,586.80			

	FY 2022-23 BUDGET	FY 2022-23 Budget Amendments on 11/09/22	FY2022-23 Budget as Amended on 11/09/22	FY 2022-23 Budget Amendments on 12/14/22	FY2022-23 Budget as Amended on 12/14/22
BUDGET AMENDMENT WORKSHEET FOR FY 22-23					
Income					
101-401 · Revenues					
401-402 · Property Taxes	64,654.00	0.00	64,654.00	0.00	64,654.00
401-403 · Fire Operating (mill: 1.75)	269,342.00	0.00	269,342.00	0.00	269,342.00
401-404 PILT	600.00	0.00	600.00	0.00	600.00
401-451 · Zoning/Permits/Splits	0.00	0.00	0.00	0.00	0.00
401-452 PC Zoning (Site Plan Review)	0.00	0.00	0.00	0.00	0.00
401-574 · State Shared Sales Tax Revenue	119,000.00	0.00	119,000.00	0.00	119,000.00
401-575 · State Shared Metro Revenue	4,000.00	0.00	4,000.00	0.00	4,000.00
401-607 · Tax Admin Fee	22,000.00	0.00	22,000.00	0.00	22,000.00
401-651 · Charges for Services	3,400.00	0.00	3,400.00	0.00	3,400.00
401-664 · Interest Earned	500.00	0.00	500.00	0.00	500.00
401-668 · Rents & Royalties	0.00	0.00	0.00	0.00	0.00
401-676 · Reimbursements	1,300.00	0.00	1,300.00	0.00	1,300.00
401-812 Street Improvment SAD	40,664.00	0.00	40,664.00	0.00	40,664.00
401-501 Federal Grant – ARPA Funds	66,831.00	0.00	66,831.00	0.00	66,831.00
Total 101-401 · Revenues	592,291.00	0.00	592,291.00	0.00	592,291.00
Expense					
101-101 · Township Board					
101-449 · Road Improvements	81,328.00	0.00	81,328.00	0.00	81,328.00
101-701 · Adm Wages	3,500.00	0.00	3,500.00	0.00	3,500.00
101-726 Office Supplies	600.00	0.00	600.00	0.00	600.00
101-801 · Legal Fees	15,000.00	0.00	15,000.00	0.00	15,000.00
101-802 Auditing Services	3,700.00	0.00	3,700.00	0.00	3,700.00
101-900 · Printing & Publishing	1,200.00	0.00	1,200.00	0.00	1,200.00
101-911 · Memberships & Dues	2,000.00	0.00	2,000.00	0.00	2,000.00
101-955 · Miscellaneous	500.00	0.00	500.00	0.00	500.00
Total 101-101 · Township Board	107,828.00	.00	107,828.00	.00	107,828.00
101-171 · Township Supervisor					
171-701 · Adm Wages	10,700.00	0.00	10,700.00	0.00	10,700.00
171-726 · Office Supplies	100.00	0.00	100.00	0.00	100.00
171-801 · Legal fees	250.00	0.00	250.00	0.00	250.00
171-860 · Travel	200.00	0.00	200.00	0.00	200.00
171-955 · Miscellaneous	.00	0.00	0.00	0.00	0.00
171-9601 Education & Training	600.00	0.00	600.00	0.00	600.00
Total 101-171 · Township Supervisor	11,850.00	0.00	11,850.00	0.00	11,850.00
101-215 · Clerk					
215-701 · Wages	16,600.00	0.00	16,600.00	0.00	16,600.00
215-703 · Part Time Wages	3,000.00	0.00	3,000.00	0.00	3,000.00
215-726 · Office Supplies/software	1,500.00	0.00	1,500.00	0.00	1,500.00
215-802 Contracted Services	1,300.00	0.00	1,300.00	0.00	1,300.00
215-860 · Travel	100.00	0.00	100.00	0.00	100.00
215-930 Computer Services	300.00	0.00	300.00	0.00	300.00
215-960 · Education & Training	550.00	0.00	550.00	0.00	550.00
101-215 Clerk-Other		0.00		0.00	
Total 101-215 · Clerk	23,350.00	0.00	23,350.00	0.00	23,350.00
101-247 · Board of Review					
247-703 · Part Time Wages	1,400.00	0.00	1,400.00	0.00	1,400.00
247-900 · Printing & Publishing	200.00	0.00	200.00	0.00	200.00
247-960 · Education & Training	600.00	0.00	600.00	0.00	600.00
Total 101-247 · Board of Review	2,200.00	0.00	2,200.00	0.00	2,200.00
101-253 · Treasurer					
253-701 · Wages & School Col.	16,600.00	0.00	16,600.00	0.00	16,600.00
253-703 · Part Time Wages	2,400.00	0.00	2,400.00	0.00	2,400.00
253-726 · Office Supplies/Software	2,500.00	0.00	2,500.00	0.00	2,500.00
253-802 · Contracted Services	3,200.00	0.00	3,200.00	0.00	3,200.00
253-860 · Travel	300.00	0.00	300.00	0.00	300.00
253-930 · Computer Services	200.00	0.00	200.00	0.00	200.00
253-960 · Education & Training	200.00	0.00	200.00	0.00	200.00
Total 101-253 · Treasurer	25,400.00	0.00	25,400.00	0.00	25,400.00

	FY 2022-23 BUDGET	FY 2022-23 Budget Amendments on 11/09/22	FY2022-23 Budget as Amended on 11/09/22	FY 2022-23 Budget Amendments on 11/09/22	FY2022-23 Budget as Amended on 11/09/22	
101-257 · Assessor						
257-701 · Wages	15,300.00	0.00	15,300.00	0.00	15,300.00	
257-726 · Office Supplies	800.00	0.00	800.00	0.00	800.00	
257-802 Contracted Services	0.00	0.00	0.00	0.00	0.00	
257-860 · Travel	*200.00*	*0.00*	*200.00*	*0.00*	*200.00*	
257-900 · Printing & Publishing	1,000.00	0.00	1,000.00	0.00	1,000.00	
257-960 · Education & Training	200.00	0.00	200.00	0.00	200.00	
Total 101-257 · Assessor	17,500.00	0.00	17,500.00	0.00	17,500.00	
101-262 · Elections						
262-701 · Wages-Part time	5,000.00	0.00	5,000.00	0.00	5,000.00	
262-726 · Office Supplies/Software	2,500.00	0.00	2,500.00	0.00	2,500.00	
262-802 · Contracted Services	1,200.00	0.00	1,200.00	0.00	1,200.00	
262-860 · Travel	700.00	0.00	700.00	0.00	700.00	
262-900 · Printing & Publishing	400.00	0.00	400.00	0.00	400.00	
262-960 Education & Training	800.00	0.00	800.00	0.00	800.00	
Total 101-262 · Elections	10,600.00	0.00	10,600.00	0.00	10,600.00	
101-265 · Township Hall						
265-931 Hall Upgrade	10,000.00	0.00	10,000.00	0.00	10,000.00	
265-740 · Operating Supplies	500.00	0.00	500.00	0.00	500.00	
265-760 · Janitorial Services	800.00	0.00	1,300.00	0.00	1,300.00	
265-920 · Utilities-Electric	400.00	0.00	300.00	0.00	300.00	
265-921 Internet Services	1,700.00	0.00	1,300.00	0.00	1,300.00	
265-922 · Utilities-Heat	1,350.00	0.00	1,350.00	0.00	1,350.00	
265-930 · Repairs & Maintenance	4,900.00	0.00	4,900.00	0.00	4,900.00	
Total 101-265 · Township Hall	19,650.00	0.00	19,650.00	0.00	19,650.00	
101-336 · Fire Department						
336-801 · Administrative Fee	256,443.32	0.00	256,443.32	0.00	256,443.32	
336-970 · Fire Department - Other	525.00	0.00	525.00	0.00	525.00	
Total 101-336 · Fire Department	256,968.32	0.00	256,968.32	0.00	256,968.32	
101-448 · Street Lighting						
448-920 · Utilities-Electric	1,000.00	0.00	1,000.00	0.00	1,000.00	
Total 101-448 · Street Lighting	1,000.00	0.00	1,000.00	0.00	1,000.00	
101-721 · Planning						
721-701 · Part Time Wages	5,000.00	0.00	5,000.00	0.00	5,000.00	
721-801 · Legal Fees & Professional	1,000.00	0.00	1,000.00	2,300.00	3,300.00	New planner cost
721-860 · Travel	200.00	0.00	200.00	0.00	200.00	
721-900 · Printing & Publishing	300.00	0.00	300.00	0.00	300.00	
721-960 · Education & Training	750.00	0.00	750.00	0.00	750.00	
Total 101-721 · Planning	7,250.00	0.00	7,250.00	2,300.00	9,550.00	
101-722 · Zoning Board of Appeals						
722-701 · Part Time Wages	300.00	300.00	600.00	0.00	900.00	3 Meetings & Recording Secretary
722-801 Legal Fees	.00	3,000.00	3,000.00	7,500.00	10,500.00	20 hours at $150.00
722-860 Travel	100.00	0.00	100.00	0.00	100.00	
722-900 · Printing & Publishing	50.00	150.00	200.00	0.00	350.00	
722-960 Education	300.00	0.00	300.00	0.00	300.00	
Total 101-722 · Zoning Board of Appeals	750.00	3,450.00	4,200.00	7,500.00	12,150.00	
101-723 · Zoning Administrator						
723-701 · Contracted Services	12,000.00	0.00	12,000.00	-800.00	11,200.00	Reduced duties
723-860 · Travel		0.00		0.00		
723-955 – Miscellaneous	1,500.00		1,500.00	-1,500.00	.00	No septic duties
Total 101-723 · Zoning Administrator	13,500.00	0.00	13,500.00	-800.00	11,200.00	
101-751 · Parks						
751-801 · Contracted Services	1,000.00	0.00	1,000.00	0.00	1,000.00	
751-930 · Repairs & Maintenance	2,500.00	0.00	2,500.00	0.00	2,500.00	
Total 101-751 · Parks	3,500.00	0.00	3,500.00	0.00	3,500.00	
101-851 · Insurance & Bonds						
851-955 · Insurance & Bonds	5,500.00	0.00	5,500.00	0.00	5,500.00	
Total 101-851 · Insurance & Bonds	5,500.00	0.00	5,500.00	0.00	5,500.00	
101-862 · FICA & Medicare Taxes	6,000.00	0.00	6,000.00	0.00	6,000.00	
101-871 · Workers Compensation Insurance	800.00	0.00	800.00	0.00	800.00	
4000 Reconciliation Discrepencies						
Total Expense	513,646.32	3,450.00	517,096.32	9,000.00	525,046.32	
Net Income	**78,644.68**	**-3,450.00**	**75,194.68**	**-9,000.00**	**67,244.68**	
	66,831.00		***66,831.00***		***66,831.00***	***ARPA Adjustment***
	11,813.68		**8,363.68**		**413.68**	

CENTERVILLE TOWNSHIP FY 2022-23 COST CENTER BUDGET
as Amended on 12-14-22

Income		
101-401	Revenues	
401-402	Property Taxes	64,654.00
401-403	Fire Operating Millage	269,342.00
401-404	PILT	600.00
401-451	Zoning/Permits/Splits	0.00
401-452	PC Zoning (Site Plan Review)	0.00
401-574	State Shared Sales Tax Revenue	119,000.00
401-575	State Shared Metro Revenue	4,000.00
401-607	Tax Admin Fee	22,000.00
401-651	Charges for Services	3,400.00
401-664	Interest Earned	500.00
401-668	Rents & Royalties	0.00
401-676	Reimbursements	1,300.00
401-812	Street Improvement SAD	40,664.00
401-501	Federal Grant – ARPA Funds	66,831.00
	Total 101-401 Revenues	592,291.00
Expense		
101-101	Township Board	107,828.00
101-171	Township Supervisor	11,850.00
101-215	Clerk	23,350.00
101-247	Board of Review	2,200.00
101-253	Treasurer	25,400.00
101-257	Assessor	17,500.00
101-262	Elections	10,600.00
101-265	Township Hall	19,650.00
101-336	Fire Department	256,968.32
101-448	Street Lighting	1,000.00
101-721	Planning	9,550.00
101-722	Zoning Board of Appeals	12,150.00
101-723	Zoning Administrator	11,200.00
101-751	Parks	3,500.00
101-851	Insurance & Bonds	5,500.00
101-862	FICA and Medicare Taxes	6,000.00
101-871	Workers Compensation Insurance	800.00
	Total Expenses	525,046.32
	Net Revenues	**67,244.68**
	Minus ARPA Restricted Funds:	**66,831.00**
	Adjusted Balance:	**413.68**

CENTERVILLE TOWNSHIP
Monthly Check Journal with Totals Sorted by Check#
September 2022

Type	Date	Num	Name	Memo	Account	Debit	Credit
Paycheck	12/14/2022	ACH	BOOMER {REC SECRETARY}, DANA		014 · CHASE CHECKING #1613		149.77
			BOOMER {REC SECRETARY}, DANA		721-701 · Part Time Wages	140.00	
			BOOMER {REC SECRETARY}, DANA		101-955 · Miscellaneous	20.48	
						160.48	149.77
Paycheck	12/14/2022	ACH	RAY {Deputy Clerk}, PATRICIA G		014 · CHASE CHECKING #1613		329.18
			RAY {Deputy Clerk}, PATRICIA G		262-701 · Wages-Part time	0.00	
			RAY {Deputy Clerk}, PATRICIA G		215-703 · Part Time Wages	385.00	
						385.00	329.18
Paycheck	12/14/2022	ACH	CHILES, BETH		014 · CHASE CHECKING #1613		1,188.71
			CHILES, BETH		215-701 · Wages	1,383.33	
						1,383.33	1,188.71
Paycheck	12/14/2022	ACH	KROMBEEN {ASSESSOR}, JULIE		014 · CHASE CHECKING #1613		1,123.27
			KROMBEEN {ASSESSOR}, JULIE		257-701 · Wages	1,275.00	
						1,275.00	1,123.27
Paycheck	12/14/2022	ACH	PLEVA {TREASURER}, KATRINA		014 · CHASE CHECKING #1613		1,218.71
			PLEVA {TREASURER}, KATRINA		253-701 · Wages & School Col.	1,383.33	
						1,383.33	1,218.71
Paycheck	12/14/2022	ACH	SCHAUB {TRUSTEE}, RONALD J		014 · CHASE CHECKING #1613		115.44
			SCHAUB {TRUSTEE}, RONALD J		101-701 · Adm Wages	125.00	
						125.00	115.44
Paycheck	12/14/2022	ACH	SCHWANTES {SUPERVISOR}, JAMES		014 · CHASE CHECKING #1613		785.56
			SCHWANTES {SUPERVISOR}, JAMES		171-701 · Adm Wages	891.67	
						891.67	785.56
Liability Check	12/14/2022	EFT	United States Treasury	38-2297948	014 · CHASE CHECKING #1613		909.50
						0.00	909.50
Liability Check	11/11/2022	eftps	United States Treasury	38-2297948	014 · CHASE CHECKING #1613		1,094.60
						0.00	1,094.60
Paycheck	12/14/2022	8139	BORTON, DAVE		014 · CHASE CHECKING #1613		147.19
			BORTON, DAVE		247-703 · Part Time Wages	0.00	
			BORTON, DAVE		722-701 · Part Time Wages	0.00	
			BORTON, DAVE		262-701 · Wages-Part time	144.38	
						144.38	147.19
Paycheck	12/14/2022	8140	BORTON, Mary Ann		014 · CHASE CHECKING #1613		133.34
			BORTON, Mary Ann		262-701 · Wages-Part time	144.38	
						144.38	133.34
Paycheck	12/14/2022	8141	FRAZEE, JANIS		014 · CHASE CHECKING #1613		122.24
			FRAZEE, JANIS		262-701 · Wages-Part time	123.75	
						123.75	122.24
Paycheck	12/14/2022	8142	KUHN, Debra		014 · CHASE CHECKING #1613		121.21
			KUHN, Debra		262-701 · Wages-Part time	131.25	
						131.25	121.21

Credit Column shows NET CHECK TOTALS

CENTERVILLE TOWNSHIP
Monthly Check Journal with Totals Sorted by Check#
September 2022

Type	Date	Num	Name	Memo	Account	Debit	Credit
Paycheck	12/14/2022	8143	MOSHER, Joseph D		014 · CHASE CHECKING #1613		109.03
			MOSHER, Joseph D		262-701 · Wages-Part time	123.75	
			MOSHER, Joseph D		247-703 · Part Time Wages	0.00	
						123.75	109.03
Paycheck	12/14/2022	8144	NOVAK, Carol		014 · CHASE CHECKING #1613		103.89
			NOVAK, Carol		262-701 · Wages-Part time	112.50	
						112.50	103.89
Paycheck	12/14/2022	8145	WINSTON, Paul		014 · CHASE CHECKING #1613		112.32
			WINSTON, Paul		262-701 · Wages-Part time	112.50	
						112.50	112.32
Paycheck	12/14/2022	8146	Yoder, Dorcas A		014 · CHASE CHECKING #1613		99.12
			Yoder, Dorcas A		262-701 · Wages-Part time	112.50	
						112.50	99.12
Paycheck	12/14/2022	8147	YODER, Elizabeth J		014 · CHASE CHECKING #1613		109.03
			YODER, Elizabeth J		262-701 · Wages-Part time	123.75	
						123.75	109.03
Paycheck	12/14/2022	8148	Yoder, Elva		014 · CHASE CHECKING #1613		109.02
			Yoder, Elva		262-701 · Wages-Part time	123.75	
						123.75	109.02
Paycheck	12/14/2022	8149	Yoder, Grace		014 · CHASE CHECKING #1613		128.13
			Yoder, Grace		262-701 · Wages-Part time	123.75	
						123.75	128.13
Paycheck	12/14/2022	8150	PLEVA {TREASURER}, KATRINA	CAFR Meeting Dec. 1 2022	014 · CHASE CHECKING #1613		88.10
			PLEVA {TREASURER}, KATRINA	CAFR Meeting Dec. 1 2022	253-701 · Wages & School Col.		
						0.00	88.10
Paycheck	12/14/2022	8151	DAMM {PC MEMBER}, JAMIE		014 · CHASE CHECKING #1613		123.00
			DAMM {PC MEMBER}, JAMIE		247-703 · Part Time Wages	0.00	
			DAMM {PC MEMBER}, JAMIE		722-701 · Part Time Wages	0.00	
			DAMM {PC MEMBER}, JAMIE		721-701 · Part Time Wages	0.00	
						0.00	123.00
Check	12/14/2022	8152	U.S. POSTAL SERVICE	8 rolls stamps for Treasurer	014 · CHASE CHECKING #1613		480.00
			U.S. POSTAL SERVICE	stamps for tax mailing	253-726 · Office Supplies/Software	480.00	
						480.00	480.00
Check	12/14/2022	8153	Westshore Plumbing & Heating LLC	inv 4244	014 · CHASE CHECKING #1613		125.00
			Westshore Plumbing & Heating LLC	clean and service furnace	265-930 · Repairs & Maintenance	125.00	
						125.00	125.00
Check	12/14/2022	8154	CHERRYLAND ELECTRIC CO-OP	acct # 6311010	014 · CHASE CHECKING #1613		44.07
			CHERRYLAND ELECTRIC CO-OP	Nove. 16 through Dec. 13 2022	265-920 · Utilities-Electric	44.07	
						44.07	44.07
Check	12/14/2022	8155	CRYSTAL FLASH ENERGY	acct 638281200	014 · CHASE CHECKING #1613		303.78
			CRYSTAL FLASH ENERGY	Nov 8 - 126.6 gallons	265-922 · Utilities-Heat	303.78	
						303.78	303.78

Credit Column shows NET CHECK TOTALS

CENTERVILLE TOWNSHIP
Monthly Check Journal with Totals Sorted by Check#
September 2022

Type	Date	Num	Name	Memo	Account	Debit	Credit
Check	12/14/2022	8156	CHARTER COMMUNICATIONS	inv # 086220701110122	014 · CHASE CHECKING #1613		137.98
						0.00	137.98
Check	12/14/2022	8157	STAPLES	inv 8068210562	014 · CHASE CHECKING #1613		40.09
			STAPLES	markers, white tape, stapler, file folders, boxes	262-726 · Office Supplies	40.09	
						40.09	40.09
Check	12/14/2022	8158	Election Source	inv 22-7015	014 · CHASE CHECKING #1613		666.00
			Election Source	tabulator coding, test decks, AVCB precincts	262-802 · Contractural Fees	666.00	
						666.00	666.00
Check	12/14/2022	8159	LEELANAU COUNTY ROAD COMMISSION	inv 2022-18	014 · CHASE CHECKING #1613		81,289.76
			LEELANAU COUNTY ROAD COMMISSION	first installment for Chalet roads repaving	101-449 · Road Improvements	81,289.76	
						81,289.76	81,289.76
Check	12/14/2022	8160	LEELANAU ENTERPRISE TRIBUNE	advertiser 406	014 · CHASE CHECKING #1613		152.75
			LEELANAU ENTERPRISE TRIBUNE	synopsis	215-802 · Contracted Services	63.10	
			LEELANAU ENTERPRISE TRIBUNE	ZBA hearing notice	722-900 · Printing & Publishing	89.65	
						152.75	152.75
Check	12/14/2022	8161	CONSUMERS ENERGY	acct 1000 0031 1496	014 · CHASE CHECKING #1613		70.18
			CONSUMERS ENERGY	November 2022	448-920 · Utilities-Electric	70.18	
						70.18	70.18
Check	12/14/2022	8162	KCI	inv 317024	014 · CHASE CHECKING #1613		650.99
			KCI	Winter 2022 tax bills with insert	253-802 · Contracted Services	650.99	
						650.99	650.99
Check	12/14/2022	8163	GROBBEL ENVIRONMENTAL & PLANNING ...	inv 2022-088	014 · CHASE CHECKING #1613		487.50
			GROBBEL ENVIRONMENTAL & PLANNING ...	community planning services	721-801 · Legal Fees & Professional	487.50	
						487.50	487.50
Paycheck	12/14/2022	8164	DAMM {PC MEMBER}, JAMIE		014 · CHASE CHECKING #1613		78.50
			DAMM {PC MEMBER}, JAMIE		247-703 · Part Time Wages	0.00	
			DAMM {PC MEMBER}, JAMIE		722-701 · Part Time Wages	0.00	
			DAMM {PC MEMBER}, JAMIE		721-701 · Part Time Wages	85.00	
						85.00	78.50
Paycheck	12/14/2022	8165	HUBBELL {TRUSTEE}, DANIEL		014 · CHASE CHECKING #1613		78.50
			HUBBELL {TRUSTEE}, DANIEL		101-701 · Adm Wages	0.00	
			HUBBELL {TRUSTEE}, DANIEL		721-701 · Part Time Wages	85.00	
						85.00	78.50
Paycheck	12/14/2022	8166	JOHNSON {PC Chair}, TIMOTHY P		014 · CHASE CHECKING #1613		277.05
			JOHNSON {PC Chair}, TIMOTHY P		721-701 · Part Time Wages	300.00	
						300.00	277.05
Paycheck	12/14/2022	8167	KELLOGG, LINDY		014 · CHASE CHECKING #1613		156.99
			KELLOGG, LINDY		721-701 · Part Time Wages	170.00	
						170.00	156.99
Paycheck	12/14/2022	8168	MOSHER, Joseph D		014 · CHASE CHECKING #1613		149.76
			MOSHER, Joseph D		262-701 · Wages-Part time	0.00	
			MOSHER, Joseph D		247-703 · Part Time Wages	0.00	
			MOSHER, Joseph D		721-701 · Part Time Wages	170.00	
						170.00	149.76

Credit Column shows NET CHECK TOTALS

CENTERVILLE TOWNSHIP
Monthly Check Journal with Totals Sorted by Check#
September 2022

Type	Date	Num	Name	Memo	Account	Debit	Credit
Check	12/14/2022	8169	OLSON, BZDOK & HOWARD, P.C.	client file 5382-00	014 · CHASE CHECKING #1613		678.00
			OLSON, BZDOK & HOWARD, P.C.	mediation - Rogers	101-801 · Legal Fees	678.00	
						678.00	678.00
Check	12/14/2022	8170	OLSON, BZDOK & HOWARD, P.C.	client 5382-02M	014 · CHASE CHECKING #1613		8,518.50
			OLSON, BZDOK & HOWARD, P.C.	Leelanau Pines - Oct, Nov, Dec 2022	101-801 · Legal Fees	8,518.50	
						8,518.50	8,518.50
TOTAL						**101,296.69**	**102,805.76**

Credit Column shows NET CHECK TOTALS

CENTERVILLE TOWNSHIP Z A'S MONTHLY SUMMARY

PERIOD: NOVEMBER 2022

DATE	PERMIT #	NAME	USE	REC. #	CK.#	AMOUNT
11/6/2022	LUP 22-23A	HERMAN	LAND USE	202223A	1204 & 1210	$ 140.00
002-225-018-00	4642 SKIVIEW CIRCLE	NEW DWELLING 3 STAIRWAYS			1,742 S.F.	
11/10/2022	LUP 22-24	BOUMA	LAND USE	202224	2283	$ 180.00
002-004-016-40	4763 E. GAUTHIER RD.	NEW DWELLING GARAGE COV. PORCH DECK			2,393 S.F.	
11/10/2022	LUP 22-25	LINDSAY	LAND USE	202225	1016	$ 40.00
002-225-017-00	4638 S. SKIVIEW CIRCLE	ENCLOSING EXISTING PORCH			N/A EXISTING	
11/15/2022	LUP 22-26	GRABER / CHOUINARD	LAND USE	202226	1653	$ 25.00
002-150-012-00	6733 S. GLAZIER BEACH	GARDEN SHED			192 S.F.	
11/15/2022	LUP 22-27 AFTER THE FACT	BEL LAGO VENTURES	LAND USE	202227	PENDING	$ 300.00
002-010-006-00	3635 S. FRENCH ROAD	PAVILION			1,152 S.F.	
11/10/2022	LDA 22-05 & PLA	SURFACES	LAND DIV/PLA	LDA.PLA 22-05	56808 & 809	$200.00
002-004-013-00	4615 E. GAUTHIER RD	LAND DIVISION AND PROPERTY LINE ADJUSTMENT				
11/30/2022	MCI FINE 1901	ROGERS	VIOLATION	MCLVIO1901	DELINQUENT	29 MONTHS
002-011-024-00	3780 S. LAKESHORE DR	MCL VIOLATION FEE - MONTHLY UNTIL COMPLIANCE DETERMINED				

NOTE: LAWSUIT FILED ON 2/9/2022 - PENDING

TOTAL $ 885.00

SIGNED: TIMOTHY A. CYPHER **12/10/2022**

TIMOTHY A. CYPHER
CENTERVILLE TOWNSHIP ZONING ADMINISTRATOR
231-360-2557

Centerville Township
Zoning Administrator's
NOVEMBER 2022 Report

12/10/2022

To: Centerville Township Board & Planning Commission

From: *Timothy A. Cypher*

Land Use Permits Issued:	**5**		**YEAR TO DATE**	**28**
Signs / RENEWALS	0			
Single Family Residences (SFR)	2			
Additions to SFR	0			
Garages / Sheds	1			
Decks & Porches / Misc.	1			
Accessory Buildings	0			
Commercial Construction	1			
Stairs & Landings	0			
Agriculture related construction	0			
Demolitions / Change of Use	0			
Home Occupations	0			
Solar Array	0			
Z.B.A. proceedings PENDING	1	**LEELANAU PINES**	1 INQUIRY	
Special Land Use Permits	1	**LEELANAU PINES DENIED**	0 INQUIRY	
Land Division/Property Line Adj.	1		1 INQUIRY	
Private Roads / Driveways	0		0 INQUIRY	
Zoning / Site Plan Reviews	0		1 INQUIRY	
Construction Site Inspections	7			
Violations/Investigations	1	**REVOKED AG EXEMPTION & LUP APPROVALS SEE NOTE ON MONTHLY SUMMARY. - ROGERS**		

ONE INVESTIGATION ON BURNED OUT DWELLING IN SKI VIEW SUB. BEING REMOVED

I also supplied information via 24 phone consultations and 18 via internet to Township residents&others
The existing Zoning Administrator service contract is being modified by the Township Board in December

Please feel free to contact me with any questions.

tim@allpermits.com Phone 231-360-2557

CENTERVILLE TOWNSHIP
Agreement With
CYPHER GROUP, INC.
for
ZONING ADMINISTRATOR SERVICES

THIS AGREEMENT is made to be effective as of the 14th day of December, 2022, by and between Centerville Township ("Township") and Cypher Group, Inc., through its designee, Timothy A. Cypher, ("Zoning Administrator"):

WHEREAS the Township is in need of the services of a Zoning Administrator and Timothy A. Cypher through his designee, Cypher Group Inc., is willing to provide such services; and

WHEREAS the parties have informally agreed as to the terms and conditions of an Agreement, and wish to reduce same to writing;

NOW THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. Term

This Agreement shall commence on December 14, 2022and terminate on March 31, 2024.

The Zoning Administrator serves at the pleasure of the Township Board and this contract may be terminated without cause by the Township at any time. In such event, the Zoning Administrator shall be entitled to compensation at the rate set forth in section 3 herein for a period of three (3) months following such termination or the end of the contract whichever comes first.

In addition, either party may terminate this agreement with cause by immediately giving notice to the other party.

2. Duties and Services Performed by Zoning Administrator

It shall be the responsibility of the Zoning Administrator to enforce the provisions of the Centerville Township Zoning Ordinance and other Township Ordinances as defined by the Township Board and in so doing shall perform, but not be limited to, the following duties:

a. **Issue permits**: All applications for Land Use Permits, , temporary uses and temporary dwellings; and manage applications for variances, appeals, requests for Ordinance interpretation in which the Zoning Administrator has not been involved in those decisions. and requests for changes to a nonconforming use. These applications shall be submitted to the Zoning Administrator who shall issue such permits when all applicable provisions of this Ordinance have been met and approval has been granted by the Township Board, Zoning Board of Appeals or designated official.

b. **Files of Applications:** The Zoning Administrator shall maintain files of all permit applications, and shall keep a record of all permits issued; these shall be filed in the office of the Zoning Administrator at the Township Hall each month and shall be open for public inspection. The current

month's files shall be kept in the office of the Zoning Administrator until filed monthly at the Township offices. All such records shall be considered the property of the Township and available to the public upon request as provided for in the Michigan Freedom of Information Act.

c. **Inspections:** The Zoning Administrator shall be empowered to make inspections of buildings or premises in order to carry out the enforcement of the Zoning Ordinance. The Zoning Administrator, shall seek a search warrant through the Township Attorney any time a property owner refuses access to a property in order to make an inspection to determine compliance with the Zoning Ordinance.

d. **Record of Complaints**: The Zoning Administrator shall keep a record of every complaint of a violation of any of the provisions of the Zoning Ordinance, and of the action taken in connection with each complaint; such records shall be maintained at the Township office and be open for public inspection as provided in the Michigan Freedom of Information Act.

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e. **Violations:** Enforcement actions shall be initiated by formal complaint, or by the Zoning Administrator independently any time he or she identifies a violation.

f. **Report to the Township Board:** The Zoning Administrator shall work for the Centerville Township Board. He/she shall report to the Township Board monthly, summarizing for the period since the last previous report, all Land Use Permits issued and all complaints of violation and any action taken with respect to each complaint. Under no circumstances is the Zoning Administrator authorized to make changes to the Zoning Ordinance, or to vary the terms of the Zoning Ordinance while carrying out the duties prescribed herein.

g. **Work with other State and County offices:** The Zoning Administrator shall, insofar as the Township's interests therein are concerned, work with and assist the various regulatory agencies in the administration of their various laws pertaining to those jurisdictions. These include but are not limited to: Critical Dunes management, Soil Erosion and Conservation, Wetlands, High Risk Erosion Control, County Health and Sanitation, County Building Inspections, Leelanau County Road Commission and Michigan Department of Transportation, among others.

h. **Work with County Law Enforcement agencies:** The Zoning Administrator shall work with and assist the Sheriff's Department, the County Prosecutor's office, and the State DEQ to uphold the junk vehicle and scrap ordinances within this township.

i. **Township Assessor:** The Zoning Administrator shall cooperate with and provide the Township Assessor with relevant land use permit information as deemed necessary to assist the Assessor in the performance of his or her assessment duties.

j. **Zoning Board of Appeals (ZBA) hearings:** The Zoning Administrator will provide guidance and direction and may act as the Zoning Board of Appeals Manager for appeals of decisions of the Planning Commission where the Zoning Administrator has not been involved in those decisions. The Zoning Administrator will perform the duties of the Manager as set out in the ZBA by-laws.

k. **Township Board meetings:** The Zoning Administrator is not required to attend Township Board meetings unless requested by the Township Supervisor for a specific purpose. Additionally, if there is a scheduling conflict, the Zoning Administrator may phone into the meeting to make sure his duties are covered.

l. **The Zoning Administrator** will also handle Land Divisions/Property Line Adjustments and Lot Consolidations The Zoning Administrator will direct inquiries about issues which are not the responsibility of the Zoning Administrator such as Special Land Use application and Site Plan Review application, to the appropriate township official and notify the official of the action taken.

m. **The Zoning Administrator** will not record or process the meeting minutes for ZBA meetings. Those duties are assigned to the recording secretary of each respective commission.

n. **Other Matters:** The Zoning Administrator shall carry out such other duties related to performing the services of the Zoning Administrator as the parties shall determine, but not so that the Zoning Administrator's responsibilities as set forth herein are materially altered or expanded.

3. Compensation

During the term of this Agreement (and any extension or renewal) the Zoning Administrator shall be paid $ 800 per month. The Zoning Administrator shall also be paid $75.00 per hour for any other duties assigned beyond the scope of this contract such as court testimony or assisting with other matters assigned by the supervisor or other boards and commissions. Prosecuting zoning violation issues which exceed 10 hours per month will be billed at a rate of $ 75 per hour. Mileage will not be charged and will be included in this contract.

4. Insurance

The Zoning Administrator shall provide his own General Liability Insurance. Coverage shall include general liability in an amount not less than $1,000,000. The Township shall be named as an additional insured party in such policy of insurance. The Zoning Administrator shall be covered under the Township's errors and omissions policy so that if a claim is asserted against the Zoning Administrator in his capacity as the zoning administrator for the Township, the Township or its insurer will provide a defense and coverage pursuant to paragraph 5 of this contract. A letter attesting to this coverage is attached to this contract as Exhibit 1.

5. Indemnification

To the extent permitted by law, the Township shall indemnify and hold harmless the Zoning Administrator against all costs and *expenses* incurred by the Zoning Administrator in any proceeding related, directly or indirectly to claims asserted against the Zoning Administrator and related, directly or indirectly to the carrying out his or her obligations under this Agreement or other matters he or she is requested to perform by the Township. As used in this Agreement, the following terms have the following meanings: "*Proceeding*" means any threatened, pending, or completed claim, arbitration, investigation, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, whether formal or informal, in which the Zoning Administrator is, may be, or may have been involved as a party or otherwise (including, without limitation, involvement as a witness) by reason of the fact that the Zoning Administrator is or was serving as the zoning administrator of the Township or is or was performing services; "*Expenses*" means expenses of investigations, judicial or administrative proceedings, appeals, attorney fees and disbursements, and any amounts paid in settlement by the Zoning Administrator (with the consent of the Township) or the amount of judgments or fines against the Zoning Administrator. The Township's duty to indemnify shall not include claims or causes of action which allege intentional tortious conduct on behalf of the Zoning Administrator, gross or willful

negligence or willful violation of applicable Township policies. The Township's duty to indemnify shall extend until the statutory limitation is terminated.

6. Independent Contractor

The Zoning Administrator's relationship to the Township shall be that of an independent contractor, and not an employee of the Township. The Township shall have no other financial liability to the Zoning Administrator except to pay the compensation provided for herein. The Township shall not withhold FICA (Social Security and Medicare) from his compensation, nor make FICA payments on his behalf. Likewise, the Township will not make state or federal unemployment compensation contributions on his behalf.
The parties acknowledge that the Zoning Administrator may, during the term of this contract, continue his private consulting business assisting persons in obtaining permits from County, State, and Federal agencies. The Zoning Administrator shall not while he is acting as a private consultant undertake representation of anyone other than the Township with respect to property in Centerville Township.

It is anticipated that services under this contract will be predominately provided by Timothy Cypher which is the designee. The Cypher Group may engage other individuals besides Timothy Cypher to provide services as outlined in paragraph 2 of this contract. In such instances, the individuals must first be approved by the Township Supervisor. If services are provided by persons other than Timothy Cypher they shall be also bound by the requirements and conditions of the Agreement and The Cypher Group shall be compensated for services provided as outline in paragraph 3.

Despite the Zoning Administrator being an independent contractor, he or she shall adhere to and comply with the Township's Conflict of Interest Policy (as it may be amended from time to time) and MCL 15.341 which is the Standards of Conduct for Public Officers and Employees. The zoning administrator shall identify and promptly inform the Township supervisor of any matter presented to him or her in their capacity as zoning administrator which presents a possible conflict of interest. If the Township supervisor concludes that an actual conflict of interest exists the Zoning Administrator shall recuse himself/herself from that matter. Involvement in a matter where a clear conflict of interest has been determined to exist under either the Township's policy or the Act is presumptively good cause for contract termination.

7. Alternative Dispute Resolution

All disputes or disagreements as to interpretation involving or arising out of this Agreement shall be subject to alternative dispute resolution. When a dispute arises under this agreement, the parties shall first seek resolution of the dispute through facilitative mediation utilizing a mediator of their choice who is an approved panel mediator with the 13th Circuit Court mediation panel. Mediation shall be conducted in accordance with the procedure outlined by the mediator. Should the dispute not be resolved through mediation the parties agree to submit the dispute to binding arbitration utilizing an arbitrator selected by the parties however, if the parties are unable to agree upon an arbitrator, one will be selected for them by the then acting Leelanau County Administrator. Arbitration shall be conducted in accordance with the procedures outlined by the arbitrator. The arbitrator shall hear and resolve all matters and his or her arbitration award shall be final and conclusive and may be entered as a judgment or order in a Court of competent jurisdiction. All costs of mediation or arbitration shall be shared equally. Mediation and arbitration shall be conducted in Leelanau County.

8. Accessibility to Public and Township Officials

The Zoning Administrator shall maintain a working cell phone that will include voice mail. All calls for the

Zoning Administrator will be directed to his/her cell phone for information or scheduling appointments at the township office. Records/reports for the Zoning Administrator will be kept at the Township Office and are subject to inspection by the public unless covered by attorney/client privilege.

9. <u>Breach</u>

This agreement may be terminated by either party for a breach thereof by the other party. Notice of such termination and the reason therefor shall be given to the other party by personal delivery or by first class mail addressed to said party's last known address and shall be effective thirty (30) days thereafter.

TOWNSHIP OF CENTERVILLE	**CYPHER GROUP, INC.**
By: _____	_____
Jim Schwantes, Supervisor	by Timothy A. Cypher, Zoning Administrator
Dated: _____, 2020	Dated: _____, 2020

Grobbel Environmental & Planning Associates
PO Box 58 Lake Leelanau Michigan 49653

October 27, 2022

Centerville Township
c/o Jim Schwantes, Supervisor
4955 S. Schomberg Rd.
Cedar, MI 49621

RE: Proposal for Centerville Township Professional Planner, Leelanau County, Michigan.

Dear Mr. Schwantes,

Per your request, please find this proposal for professional planning services for Centerville Township.

This proposal is based on the standard rate of $75.00/hour for the professional community planning services of Christopher Grobbel, PhD of Grobbel Environmental & Planning Associates as outlined in Attachment A. These costs are not to exceed $2,500.00 per year without prior Township Board approval.

If you wish Grobbel Environmental & Planning Associates to undertake this work, please sign, date and return the enclosed authorization form with a $500.00 retainer - also please keep a copy for your files.

If you have any questions regarding this options summary, please do not hesitate contact me at 231-499-7165 or grobbelenvironmental@gmail.com. Thank you.

Sincerely,
Grobbel Environmental & Planning Associates

Christopher P. Grobbel, Ph.D.
Sr. Community Planner/Project Manager

enclosure

ATTACHMENT A

PROPOSAL FOR

Professional Community Planning Services
Centerville Township
Leelanau County

Professional Planning Services:

1) **Professional Planning Services** - Assist Centerville Township staff, appointed and elected officials in the review of site plans, special land use permits, zoning ordinance amendments, community planning, etc. as authorized by the Township Board. Centerville Township will be invoiced at the end of each month during which services are rendered.

Senior Community Planner @$75/hr	$75/hr
GRAND TOTAL (not to exceed without prior Client approval)	**$2,500.00/yr**

PROPOSAL ACCEPTANCE FORM

This is an Agreement, by and between Grobbel Environmental & Planning Associates, P.O. Box 58, Lake Leelanau, MI 49653 and Centerville Township, c/o Jim Schwantes, Supervisor, 4955 S. Schomberg Rd., Cedar, MI 49621 (hereinafter referred to as the"Client").

RECITALS

1. Client desires to utilize the professional planning services of Grobbel Environmental & Planning Associates and Grobbel Environmental & Planning Associates agrees to provide such services on the terms and conditions set forth herein.

TERMS

2. Engagement. Client engages Grobbel Environmental & Planning Associates to perform the professional planning services set forth in Attachment A (hereinafter referred to as the "Services"). Services other than those set forth in the proposal shall be performed only pursuant to a written addendum or change order to this Agreement signed by both Grobbel Environmental & Planning Associates and the Client. Unless otherwise specified in such addendum or change order, additional Services shall be rendered by Grobbel Environmental & Planning Associates subject to the terms and conditions of this Agreement.

3. Compensation. Client shall pay Grobbel Environmental & Planning Associates for services rendered according to Attachment A and the attached terms and conditions.

4. Client's Authorized Agent. The Client has appointed the person named below as the authorized agent of the Client for purposes of this Agreement. As such, the agent is duly authorized and shall be responsible for the execution of any document pertaining to this Agreement or any amendment hereof. The Township Board of Client shall approve all change orders, addenda, and additional Services to be performed by Grobbel Environmental & Planning Associates, if any.

5. Terms and Conditions. The terms and conditions of this Agreement shall include the provisions printed on the reverse side hereof and are hereby incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date indicated below.

Grobbel Environmental & Planning Associates

Christopher P. Grobbel
Christopher P. Grobbel, Ph.D.

October 27, 2022
(date)

CLIENT: CENTERVILLE TOWNSHIP

_____
(signature)

_____
(printed name)

_____
(date)

Terms and Conditions

1. Within seventy-two (72) hours of receipt of this Agreement, Grobbel Environmental & Planning Associates may, at its sole discretion, terminate this proposal if project authorization is not received within 30 days of the date of proposal.
2. The Client hereby authorizes the above-described services set forth in Attachment A and agrees to pay Grobbel Environmental & Planning Associates sums **at $75.00/hour for professional community planning services not to exceed $2,500.00/year without prior Township Board approval**. These parties will be invoiced on a monthly basis for hours of work and professional services rendered, subject to the maximum contract price (except as modified by approved addendum or change orders). Except as noted within these terms and conditions, payment is due within forty-five (45) days of the date of invoice. A service charge of 1.5% per month will be added to past due accounts.
3. Grobbel Environmental & Planning Associates agrees to perform in accordance with a standard of care generally exercised by other professional planners and environmental consultants within this state acting under similar circumstances and conditions.
4. Grobbel Environmental & Planning Associates' relationship to the Client is that of an independent contractor and not that of a partner, joint venture, or employee of the Client.
5. The Client is to provide copies of all sampling and testing data regarding relevant engineering or environmental studies, which may have been previously performed. Grobbel Environmental & Planning Associates may be required to utilize sampling, analysis, engineering and other studies prepared by the Client or other consultants. The Client understands that unless otherwise stated in the proposal or this agreement, Grobbel Environmental & Planning Associates shall not verify or validate, nor shall it be liable for the completeness or accuracy of such data or studies or for claims, fines or penalties arising from the use thereof.
6. Grobbel Environmental & Planning Associates will use reasonable efforts to maintain the confidentiality of and not divulge information, except to the Client, as required by the community engagement services proposed, parties designated by the Client in writing, or as required by law. Information that is in the public domain shall not be deemed confidential.
7. The Client and Grobbel Environmental & Planning Associates recognize that professional standards and ethics govern the performance of Grobbel Environmental & Planning Associates' services under this agreement. If circumstances arise which, in Grobbel Environmental & Planning Associates' opinion, preclude it for professional or ethical reasons from continuing such performance, Grobbel Environmental & Planning Associate shall advise the Client of that fact. The parties shall immediately attempt to arrive at a mutually satisfactory solution. If this cannot be done to both parties' satisfaction, either party may terminate this agreement. If so, the Client shall compensate Grobbel Environmental & Planning Associates in accordance with these terms and conditions.
8. The Client bears full responsibility for any fines, penalties or administrative actions that may be incurred due to non-compliance with Federal or State reporting requirements that may be the results of any delays or actions by the Client or any suspension or termination of performance between the Client and Grobbel Environmental & Planning Associates as defined within these terms and conditions.
9. The Client may at any time, after providing ten (10) days written notice, suspend further performance by Grobbel Environmental & Planning Associates. Grobbel Environmental & Planning Associates may, after providing written notice ten (10) days in advance, suspend further performance if, at any time, payments by the Client for services rendered by Grobbel Environmental & Planning Associates are not made in accordance with established payment terms. Grobbel Environmental & Planning Associates may continue suspension of performance until payment is received for all services rendered by Grobbel Environmental & Planning Associates prior to the date of suspension. If suspension of performance exceeds thirty (30) days for any reason, Grobbel Environmental & Planning Associates may terminate this agreement. Alternatively, Grobbel Environmental & Planning Associates may seek renegotiation of project scope of work, services provided, terms and conditions, schedule, and estimated costs prior to renewal of project activities and services. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner, but at a minimum, the extension shall equal the duration of the suspension.
10. The Client, at its sole discretion, may terminate, upon ten (10) days written notice, the authorized project or any subsequent change order. Grobbel Environmental & Planning Associates may, at its sole discretion and upon ten (10) days prior written notice, may terminate the authorized project or any subsequent change order.
11. The Client shall pay Grobbel Environmental & Planning Associates promptly within forty-five (45) days from receipt of invoice for services performed and charges incurred prior to the effective date of suspension or termination.
12. The Client and Grobbel Environmental & Planning Associates acknowledge that differences, including but not limited to interpretation and opinion with respect to regulatory and technical issues, may arise between regulatory agencies and Grobbel Environmental & Planning Associates as consultant for the Client during or after completion of the proposed services.
13. If a dispute arises out of this agreement and if it cannot be settled through direct discussions, the parties agree to submit this dispute to mediation by a professional mediator selected by the parties. If all or any portion of the dispute remains unsettled, either party may initiate a court action in a court of competent jurisdiction within Grand Traverse County. The obligation to mediate disputes arising from this agreement shall survive termination of this agreement.
14. The proposal, project acceptance form and these terms and conditions constitute the full agreement between Grobbel Environmental & Planning Associates and the Client.