

**NORTHFIELD TOWNSHIP BOARD OF TRUSTEES
8350 Main Street, 2nd Floor**

**AGENDA
August 27, 2019 – 7:00 PM**

- CALL TO ORDER
- INVOCATION / PLEDGE
- ROLL CALL
- CONSENT AGENDA
 - Approval of Minutes of August 12, 2019 Special Meeting
 - Approval of Minutes of August 13, 2019 Regular Meeting
 - Township Manager Update
- ADOPT BALANCE OF AGENDA
- CALL TO THE PUBLIC - Any member of the public may address the Board at this time; however, this is not an opportunity for dialogue or questions and answers. Please keep comments to 3 minutes or less.
- BOARD MEMBER RESPONSE TO CALL TO THE PUBLIC
- ANNOUNCEMENTS
- PRESENTATION
 1. Brouwer Company Proposal Presentation for the North Village
- UNFINISHED BUSINESS
 1. Goals and Priorities in Context of the Budget
- NEW BUSINESS
 1. Offer from Resident to Purchase Township-owned Parcels
 2. TetraTech Agreement for Engineering Design Services for Wastewater Treatment Plant Equalization Basin
- DISCUSSION
 1. Township-wide Sidewalk Maintenance and Replacement – Review Current Ordinance and Options
 2. Drug and Alcohol Testing of Employees involved in Accidents on the Job
- 2nd CALL TO THE PUBLIC - Any member of the public may address the Board at this time; however, this is not an opportunity for dialogue or questions and answers. Please keep comments to 3 minutes or less.
- BOARD MEMBER COMMENTS
- ADJOURNMENT

*Denotes previous backup; + denotes no backup in package

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NORTHFIELD TOWNSHIP

Special Township Board Meeting

Minutes

August 12, 2019

CALL TO ORDER

The meeting was called to order at 7:06 P.M. by Supervisor Chockley at 8350 Main Street.

INVOCATION/PLEDGE

Beliger provided a brief invocation and led those present in the Pledge of Allegiance.

ROLL CALL

Marlene Chockley, Supervisor	Present
Kathleen Manley, Clerk	Present
Lenore Zelenock, Treasurer	Present
Tawn Beliger, Trustee	Present
Janet Chick, Trustee	Present
Wayne Dockett, Trustee	Present
Jacki Otto, Trustee	Present

Also present:

Township Manager Steven Aynes
Township Attorney Paul Burns
Recording Secretary Lisa Lemble
Members of the community

ADOPT AGENDA

- **Motion:** Chockley moved, Manley seconded, that the agenda be adopted as presented.

It was noted no materials had been distributed to the public regarding the one agenda item because the only thing available was an attorney-client privileged memo.

Motion carried 5—2 on a voice vote, Otto and Chick opposed.

FIRST CALL TO THE PUBLIC

Members of the public present made comments on the petition to prohibit marijuana businesses in the Township, including:

Lawrence Walter, 412 East Shore Drive, said he was unclear what the agenda item is about. Adam Olney, Whitmore Lake, expressed concern about lack of information available to the public and about the Township attorney providing the wording for the marijuana petition.

[Manley left the room to make copies for the public].

Chockley read the proposed resolution regarding the petition, including the ballot language: *Should the Township of Northfield (law citation) completely prohibit any marihuana establishment (law citation) within its boundaries?*

[Manley returned].

Dana Forster, 9255 Lakewood Drive, questioned the legality of Township Board members circulating petitions for signatures, said she is frustrated as a member of the DDA because the Township needs businesses.

James Trunko, 9255 Lakewood Drive, said it is frustrating that 70% of Township residents approved the State referendum, yet this petition is being considered. He said Ann Arbor has dozens of marijuana facilities and it is a very desirable place to live. He said many dispensaries are very nice places and the Township will lose out on opportunities if this is adopted.

David Misko, Van Esley Real Estate, said the resistance to the marijuana industry is similar to past proposals for subdivisions in the Township, and both are contrary to stated desires for growth.

Susan Leslie, 568 Castleberry Drive in Saline, said as a registered nurse she has concerns about the health effects of marijuana on children, it is a Class 1 drug so it has been difficult to study the effects on the mind and body but has been shown to be dangerous to developing minds, and THC attaches to human DNA.

Doug Nelson, 5324 Walnut Creek, said the comments being made do not matter because 407 signatures were submitted and 378 were verified, so the Board must approve ballot language. He said the 67% of people who voted for the State initiative also voted in favor of allowing petitions like this to be submitted.

Craig Warburton, 450 W. Joy Road, said the public has already voted on the marijuana issue, yet with practically no notice a petition is submitted. He said the Township will miss out on yet another opportunity for more businesses in the Township.

Michael Laird, 7628 Oliver, said a petition has been submitted which is allowed under the law, and this will determine whether voters meant to approve marijuana businesses in the Township.

Meredith Counts, 8840 Main Street, said if people are opposed to marijuana they should not use it, but it is not wise to close the door to business opportunities. She said the time spent debating this issue could have been spent working on other issues such as the sewage treatment plant.

Marissa Prizgint, 32 Shrum Drive, said information about this should have been shared earlier. She said it was a violation of law for the anti-marijuana materials Mr. Warburton found at a polling place to be there.

John Gura, 7659 Edmund Street, said low voter turnout this November may allow the proposed petition to pass, but it will just be overturned next November when turnout is high. He said marijuana is recreationally legal and will not stop people in the Township from using it, but it will

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prevent businesses, jobs, and tax revenue from coming here.

Mary Devlin, 9211 Brookside Drive, said she does not care that people use marijuana in their own homes, but if this is approved the people will have indicated they do not want marijuana businesses here.

Adam Olney said this referendum was created by the Township Board with the attorney's assistance, rather than those proposing the initiative having their own attorney write it. He said the referendum should not state the Township wishes to proceed with this because it is a citizen-initiated referendum. He said the people proposing this should have submitted it earlier to prevent the Township from having to spend money for this meeting.

In answer to a question, Manley said there will also be two school millages on the November ballot. She also asked Mr. Warburton to talk to her about the materials he referred to that he found at the polling place.

BOARD MEMBER RESPONSE

Board members made comments, including:

- Release of the attorney-client privileged information should have been on the agenda, and that included the Resolution language which Chockley read without the Board voting on releasing it.
- The Township is not considering legalizing marijuana use for anyone under the age of 21, developers are not being scared away by the prospect of marijuana businesses being allowed in the Township, and voters knew what they were voting for last November.
- While some people have said the Township needs the money that would be generated by marijuana businesses, the costs of allowing these businesses is unknown.
- Only the language for the ballot is before the Board tonight, not the pros and cons of marijuana use.
- The annual fees that may be charged for marijuana businesses cannot be used for general purposes such as roads, and the initiative voters passed last year required them to approve all of the elements of the law or none, and some people wanted only some of the provisions.

AGENDA ITEM

1.

Resolution Adopting Language Consistent with a Petition Concerning the Prohibition of Marijuana Establishments within the Township

Dockett asked if the voters turn down the ballot initiative whether than would mean the Township must opt into allowing marijuana businesses. Attorney Burns said the presumption would be that the Township is opting in to

allow marijuana businesses, but the Township Board would still have to enact ordinances.

Zelenock asked how and when Burns got involved in developing the ballot language. Burns said the citizen petition came in at the end of July after the last Board meeting, Manley was instructed by the Washtenaw County Deputy Clerk that the language would have to be submitted by certified resolution of the Township Board to the County by August 13th, so Manley asked for his review of the matter. He said he recommended that the Board hold a special meeting to meet the County Clerk's deadline.

Burns said the law allows for citizens to "petition to initiate an ordinance" regarding marijuana businesses in the Township, but there is disagreement among lawyers about whether the petition must be accompanied by a proposed ordinance or whether the Township must write the ordinance. He said the question now before the Board is whether to approve putting the language on the ballot, which may result in a legal challenge maintaining that an ordinance must be attached, or not to approve it, which may lead to a legal challenge to force an election to vote on the petition.

Chick said the language on the petitions that were circulated to get signatures is not the same language that has been prepared to appear on the ballot. Burns said this complies with what was presented to petitioners and with the law regarding a "petition to initiate an ordinance."

Otto asked why—if the petitioning group had an attorney—they did not write language acceptable for a ballot. She said she wants to be sure the ballot language reflects what people thought they were signing. Mr. Nelson said the County Elections staff said the language on the circulated petitions does not have to be the same as the ballot language.

Chockley said the ballot language is clear and she does not have any problem with it. Dockett said taxpayment money should not have been used to have our attorney spend time on this after the petition group came in at the last minute.

Manley said the petitions were received on July 29th and signatures verified on the 30th. She said she contacted the County and Burns as soon as she received the petitions and the County said she should consult with the Township's attorney.

Otto said she also spoke with the County's Deputy Clerk who said the Township has to validate the petition signatures and the ballot language, which must contain reference to a specific Act. She said she also asked Manley about the fact that two Board members circulated petitions. Manley said those Board members collected 89 signatures, and if those were disqualified there would still be 293 signatures verified, which is more than the 241 required. Manley also noted that the Board members are allowed to initiate petitions. Burns said the conflict of interest statute says the parties would have to have a pecuniary interest in the matter to have a conflict.

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Burns recommended that this be put on the ballot, even though there may be challenges, rather than not putting it on which may lead to challenges to put it on a ballot.

Otto recommended amendments to the Resolution language:

- July 29 rather than July 30
 - The law on *petitioning for ballots* issue has not been settled
 - The Township Board is *certifying to proceed* (rather than wishing)
- **Motion:** Chockley moved, Beliger seconded, to approve Resolution 19-610 as amended.

In answer to a question from Otto, Burns said this could still be challenged, even though the Township has not passed an ordinance allowing marijuana businesses in the Township.

Motion carried 5—2 on a roll call vote, Chick and Dockett opposed.

Chick said she voted in opposition because she does not want to go through a legal challenge.

- **Motion:** Otto moved, Chic, seconded, to release the attorney-client privileged letter dated August 7, 2019.

In answer to a question, Burns said he has no objection to this.

Motion carried 7—0 on a voice vote.

SECOND CALL TO THE PUBLIC

Adam Olney said he is glad this will be on the ballot, and regardless of the outcome he hopes the Board accepts and acts accordingly.

Mary Devlin thanked petitioner circulators and signers.

Submitted by Lisa Lemble.

Corrections to the originally issued minutes are indicated as follows:

Wording removed is ~~stricken through~~;
Wording added is underlined.

Approved by the Township Board on _____, 2019.

Doug Nelson said the 2018 ballot measure clearly does not require an ordinance to be in place for an initiative of this type to be submitted.

Craig Warburton said he is opposed to starting meetings with prayer and the parliamentary procedure used at this meeting is lacking.

Gerry Hermann, 8365 Earhart Road, said petitioner gatherers were threatened with having the police called while they were legally collecting signatures and that is wrong.

Lawrence Walter said he is also happy this will be on the ballot because both sides now have an opportunity to educate the public.

Marissa Prizgint said there has been plenty of time for this petition to be presented and she questioned why the Township is bending over backward to make sure it gets on the ballot with short notice.

BOARD MEMBER COMMENTS

Board members made comments, including:

- They thanked everyone for coming to the meeting, and although there is disagreement about issues and the meaning of the marijuana law, there is now an opportunity to decide the issue for the Township.
- The petition would have been handled exactly the same by the Township regardless of which side of the issue was bringing a petition.
- The handling of this petition was executed well by Manley and Burns with little time and in the middle of an election.

ADJOURNMENT

- **Motion:** Chockley moved, Beliger seconded, that the meeting be adjourned.
Motion carried 7—0 on a voice vote.

The meeting adjourned at 8:42P.M.

Official minutes of all meetings are available on the Township's website at
http://www.twp-northfield.org/government/township_board_of_trustees/

NORTHFIELD TOWNSHIP
Township Board
Minutes
August 13, 2019

CALL TO ORDER

The meeting was called to order at 7:00 P.M. by Supervisor Chockley at 8350 Main Street.

PLEDGE/INVOCATION

Beliger provided a brief invocation and led those present in the Pledge of Allegiance.

ROLL CALL

Marlene Chockley, Supervisor	Present
Kathleen Manley, Clerk	Present
Lenore Zelenock, Treasurer	Present
Tawn Beliger, Trustee	Present
Janet Chick, Trustee	Present
Wayne Dockett, Trustee	Present
Jacki Otto, Trustee	Present

Also present:

Public Safety Director William Wagner
Wastewater Treatment Plant Superintendent Dan Willis
Township Manager Steven Aynes
Township Attorney Paul Burns
Recording Secretary Lisa Lemble
Members of the community

ADOPT AGENDA

Zelenock asked for the *Assignment of FOIA Coordinator Assistants* and the *Wastewater Treatment Plant Report* to be pulled for discussion. Beliger asked for *Open bills* to be pulled, and Dockett asked for *Paid Bills* to be pulled.

There was discussion about the need for Board members to ask for changes to the agenda before the draft is finalized. Dockett said most items in the Consent Agenda need to be discussed.

- **Motion:** Chockley moved, Beliger seconded, that the agenda be adopted as amended. **Motion carried 6—1 on a voice vote**, Otto opposed.

FIRST CALL TO THE PUBLIC

Jamie Howe, 426 East Shore Drive, Mary Barnett, 428 East Shore Drive, Bob Stuber, owner of 429 East Shore Drive, and Patricia Dallaire, 433 East Shore Drive, asked for code enforcement of the property at 424 East Shore Drive which has numerous violations including installations in the required 50 foot wetland setback, construction equipment stored on the property, and unsightly weeds. Howe said she brought this to the attention of the Board a year ago.

Stan Wutka, 5985 Leland Drive, said the actual figure for Northfield Township residents voting in favor of the 2018 Statewide marijuana initiative was 63.8%, and he offered suggestions for the Township to improve communication with residents.

David Gordon, 5558 Hellner Road, spoke in opposition to the construction of a sewer equalization basin.

BOARD MEMBER RESPONSE

Board members thanked the neighbors for bringing the problems at 424 East Shore to the attention of the Board. Aynes said he will check on the status of enforcement. Burns said the code enforcement officer can write tickets, and the Board can authorize him to bring a suit against the owner. Otto asked for an update on code enforcement regarding a house on Horseshoe Lake.

Manley said she can add an informational message to sewer bills without additional cost to the Township.

Docket asked about problems with the Township phones earlier in the day and the air conditioning, and suggested updating the Community Center sign. Manley thanked Wagner for an active shooter staff training earlier in the day.

- **Motion:** Zelenock moved, Beliger seconded, that the meeting end at 9:00 P.M. **Motion carried 7—0 on a voice vote**.

TOWNSHIP MANAGER REPORT

Aynes said he will be bringing information to the Board about addressing the issue of short term rentals in Township ordinances.

- **Motion:** Zelenock moved, Dockett seconded, that when the North Village development comes back to the Board that it be scored according to the synthesis plan developed. **Motion carried 7—0 on a voice vote**.

CONSENT AGENDA:

- **July 23, 2019 minutes**
- **Resolution 19-609; Temporary Road Closure for Homecoming Parade**
- **Reports, except WWTP**

- **Motion:** Chockley moved, Manley seconded, that the consent agenda be adopted as listed. **Motion carried 6—1 on a roll call vote**, Zelenock opposed.

CORRESPONDENCE AND ANNOUNCEMENTS

Beliger noted:

- Small Potatoes is doing a good job of cleaning up the building on Main Street for their catering business.
- The sidewalk replaced at 50 East Shore looks good.
- East Shore storm drains (near Walnut) need to be replaced or repaired.
- The active shooter class presented today for staff and officials by Wagner was excellent.
- Calvary Baptist Church thanked the Township for supporting their open house.

AGENDA ITEMS

**1A.
Wastewater Treatment Plant (WWTP) Report**

Zelenock and Beliger thanked Police, Fire, and the WWTP staff for their support during a recent power outage.

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Zelenock asked if any additional equipment, such as generators, are needed for these types of events. Willis said what they have is sufficient unless outages become more frequent. In answer to another question, Willis said a recent report showed the plant is in compliance with current regulations for biosolids.

In answer to a question from Dockett, Willis said \$5,000 spent was for a 15-20 year old roll-up door that was corroded.

- **Motion:** Chockley moved, Zelenock seconded, to accept the Wastewater Treatment Plant report.
Motion carried 7—0 on a voice vote.

**1B.
Fire Station #2
Budgeted Roof Repair and Replacement**

- **Motion:** Chockley moved, Chick seconded, to approve Chief Wagner to spend not to exceed \$23,000 for the roof replacement at Fire Station #2 contingent upon the contractor providing proof of insurance.
Motion carried 7—0 on a voice vote.

**2.
Budgeted Purchase of New Body Armor**

- **Motion:** Chockley moved, Otto seconded, to approve the Police Department to purchase body armor for all officers with expired equipment at a cost not to exceed \$24,500.00.

It was noted funding is coming from the Narcotic Fund.

Motion carried 7—0 on a voice vote.

**3.
Budgeted Purchase of
Two New Police Vehicles**

- **Motion:** Chockley moved, Chick seconded, to approve the Police Department to purchase 2 Chevy Tahoes from Champion Chevrolet for a total of \$76,686.02.

Wagner noted equipment from an existing vehicle will be used to outfit one of these vehicles to lower the cost, one of the existing vehicles will be sold at auction, and the other will replace another vehicle which in turn will be sold.

The Board discussed three recent accidents involving Police Department staff and vehicles, what steps should be taken when accidents happen, and whether anything can or should be done to prevent future accidents.

Motion carried 7—0 on a voice vote.

**4.
Discuss Equalization Basin
Design Engineering Options**

- **Motion:** Chockley moved, Otto seconded, to proceed with using Tetra Tech for Engineering Services related to the design and construction of the Wastewater Treatment Plant Equalization Basin subject to Board and Township Attorney review and approval of the

Tetra Tech contract to be submitted to the Board at the next regularly scheduled meeting on August 27, 2019.

The Board discussed the differing views of whether a basin is needed and why. Wastewater Treatment Plant Superintendent said the basin is needed with or without additional development. He said nearby communities were hit yesterday with 6" of rain and had to release sewage into a river. He said that has not happened here, but if it did they would probably also have to dump untreated sewage. He said they have come close to doing so in the past and have released partially treated sewage.

Aynes reviewed the history of Board consideration of this project, and explained the costs involved. Dockett objected to not putting the engineering work out to bid. Chockley and Otto listed reasons for staying with Tetra Tech.

Chockley referred to information she had provided about direct purchase of bonds from banks. She noted she has been receiving many phone calls expressing interest in development in the Township.

Otto said she has learned that Dundee was recently forced to install a basin after being sued. Chick said she contacted Evan Pratt, Washtenaw County Water Resources Commissioner, about this, who said release of any sewage into the system, even if partially treated, is too much. She recalled that the last WWTP Superintendent also supported construction of a basin.

Willis said the Township's sewer plant is too small to be high on the MDEQ's list for enforcement.

Zelenock listed reasons in support of not building a basin including:

- Tetra Tech has been saying this basin is needed for 30 years, yet the plant has been running without it.
- Existing customers would have to pay for this, rather than new customers.
- This has been the wettest spring in years and the plant has been able to handle the flows.
- The DEQ indicates the capacity of the plant is sufficient as is.
- Construction could be more expensive in the current booming economy than later.

She suggested surveying the public ask if they are willing to pay for this or for other things such as keeping the North Village property as a park or for more road improvements. Willis questioned running the WWTP by popular vote.

Otto said delaying infrastructure needs, such as roads and sidewalks, leads to them deteriorating further, and that is not the way to manage the Township. Dockett said a basin will not give the plant any additional capacity.

Motion carried 4—3 on a roll call vote, Dockett, Zelenock, and Beliger opposed.

**5.
Application to MDOT for Mural
near Barker Road Play Path**

- **Motion:** Chockley moved, Chick seconded, to approve the letter of support for the mural and the Performance Resolution for Governmental Agencies.
Motion carried 7—0 on a voice vote.

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August 13, 2019**

**6.
Discuss Goals and Priorities
in Context of Fiscal Year 2019-20 Budget**

- ▶ **Motion:** Chick moved, Otto seconded, to table discussion of Goals and Priorities to the end of the meeting if there is time for discussion then. Motion carried 7—0 on a voice vote.

**7.
Assign FOIA Coordinator Assistants**

- ▶ **Motion:** Chockley moved, Beliger seconded, to designate the following individuals as FOIA Coordinator Assistants:
 - Jennifer Carlisle
 - Cristina Wilson
 - Shannon Clark
 - Susanna Hamilton

Motion carried 6—1 on a roll call vote, Dockett opposed.

**8.
Approve Payment of Open Bills (expected check run date 8/14/19) for a total of \$107,034.26 from all funds in the Municipal Investment Fund (MIF) account**

- ▶ **Motion:** Chockley moved, Chick seconded, to approve payment of open bills (expected check run date 8/14/19) for a total of \$107,034.26 from all funds in the Municipal Investment Fund (MIF) account.
- ▶ **Amendment to motion:** Beliger moved, Dockett seconded, to remove dues to Huron River Watershed Council from open bills. **Amendment to motion failed 5—2 on a roll call vote, Manley, Zelenock, Chick, Chockley, and Otto opposed.**

Dockett said he wants to see the bills for the color printing and mailing of the township newsletter, and objected to how much space was taken up by articles by the Supervisor rather than the Manager.

Motion carried 6—1 on a roll call vote, Beliger opposed.

**9.
Accept Check Disbursement Report for Paid Bills (check date from 7/9/18 – 8/8/19) for a total of \$158,931.73 from all funds in the Municipal Investment Fund (MIF) account.**

- ▶ **Motion:** Chockley moved, Beliger seconded, to accept the check disbursement report for paid bills (check date from 7/9/18 – 8/8/19) for a total of \$158,931.73

Submitted by Lisa Lemble. Corrections to the originally issued minutes are indicated as follows:
Wording removed is ~~stricken through~~; wording added is underlined.

Approved by the Township Board on _____, 2019.

from all funds in the Municipal Investment Fund (MIF) account. Motion carried 7—0 on a voice vote.

TRUSTEE/LIAISON REPORTS

- ▶ **Motion:** Chockley moved, Zelenock seconded to accept all Trustee and Liaison reports. Motion carried 7—0 on a voice vote.

SECOND CALL TO THE PUBLIC

Mary Barnett, Jamie Howe, and Bob Stuber again asked for the Township to swiftly take code enforcement action regarding 424 East Shore Drive.

David Gordon said meetings should be run on time, the code enforcement issue cited should not have gone this long, the air conditioning and sound system in the building should be improved, and objected to construction of a sewer retention basin. Jim Nelson, 7777 Sutton, said the SAW grant report about the condition of the sewer system should be reviewed before making decisions about the sewer system.

BOARD MEMBER COMMENTS

Board members made comments, including:

- Thanked the property owners on East Shore for bringing the code violations to the attention of the Board, said the inaction was not acceptable, asked Aynes to address this as soon as possible, and asked for a review of why progress has not been made on enforcement.
- Asked the public to support local businesses.
- Noted the Township has a very large number of documents regarding the sewer basin issue for review by the public. Said the Board has been delaying action on this issue, but took action tonight rather than waiting until it is too late or damage is done.
- Thanked everyone who voted last Tuesday, and noted election workers will be needed for November.
- Made suggestions for improving the agenda.
- Reported the proposal to ban marijuana businesses in the Township was submitted to the County for inclusion on the November 5th ballot.
- Asked everyone to look at the photos in the back of the Supervisor report.

ADJOURNMENT

- ▶ **Motion:** Chockley moved, Chick seconded, that the meeting be adjourned. Motion carried 7—0 on a voice vote.

The meeting adjourned at 9:28 P.M.

Kathleen Manley, Clerk

Official minutes of all meetings are available on the Township's website at http://www.twp-northfield.org/government/township_board_of_trustees/

Township Manager's Report prepared by Steve Aynes for the August 27, 2019 Board Meeting

Roads in Township

The Washtenaw County Board of Commissioners' Roads Funding Subcommittee will be developing a plan for 2021-2024 road millage. It is important that the Township Board and the recently started citizen committee (first meeting is scheduled for August 26) actively work to identify needs within the Township which the Township could propose to be included. It is clear from the administration of the past millage that once a road has been included or excluded it is not possible to have a change made. September will be important for the Township's involvement in this process.

Community Center Grant Update

A condition of the grant is to conduct Radon testing at the Community Center. Testing started on Wednesday, August 21 and the resulting report is expected to be received by the end of August. Following the completion of the preliminary submittal of the required paperwork, we anticipate that work will begin in September or October and be continued over the holidays into Spring 2020.

Improvements in Office Efficiency and Communications to the Public

The Township Assistant to the Township Manager and I have been meeting with our current website contractor (Revize) to review updates available from them to the web site. We will then determine if we need to meet with other companies to see alternative improvements available and the cost of improvements.

We have also been meeting with Applied Imagining (our current provider of leased copiers) to discuss electronic record retention options. Besides organizing and protecting records, this could substantially improve the Township's ability to access records.

Active Shooter Training

The Public Safety Director has conducted one Active Shooter training session for employees of the Township. Another is planned to allow for those who were not available for the first training session to attend. The date for this second session has not been determined. Other improvements to the security of the public, Board, and staff are being investigated.

Investigation of Public Complaints

The Code Enforcement Officer has received over 150 complaints since January 1. This does not include many other concerns expressed to the Board and staff by citizens. The staff conduct investigation of complaints in a professional manner. If a complaint is determined to be about a violation of the Ordinances enforced by the Township, then there are sometimes simple solutions and other times many steps needed to seek a resolution. It would help us if citizens were to go to the Northfield Township web site and file the complaint on line. Under Department , Click on Code Enforcement and the complaint form is available.

To: Northfield Township Board

From: Steve Aynes, Township Manager

RE: Brouwer Company Proposal in response to RFQ for the North Village Development

Date: 8/22/19

Enclosed is the proposal submitted by the Brouwer Company in response to Northfield Township's Request for Qualifications (RFQ). The RFQ process requires a Developer to demonstrate to the Township Board that they are qualified to undertake the development of the North Village site. Upon the Board's motion, the RFQ submittal is accepted and directs the Developer to meet with the Board's North Village subcommittee for further discussion. The committee will provide the Board with updates as appropriate.

The Board's North Village subcommittee includes three Board members (Chick, Beliger, and Chockley), three members of the DDA (Jeni Olney, Dana Forrester, and Jack Secrist), the Township's attorney as appropriate, the Planning Consultant, and the Township Manager.

I recommend that the Board approve proceeding in discussion with the Brouwer Company.

Proposed Motion: _____ moved, _____ seconded, to accept Brouwer Company's qualifications as a Developer and to authorize the Board's North Village subcommittee to work with the Brouwer Company to prepare a desirable development concept and purchase offer for the Board's consideration.

REQUEST FOR QUALIFICATIONS for
NORTH VILLAGE SITE AND PARK PROPERTY
Prepared for MR. STEVE AYNES
August 7, 2019



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August 6, 2019

Steve Aynes
Township Manager
Northfield Township
8350 Main Street
Whitmore Lake, MI 48189

RE: RFQ for North Village Site and Park Property

Dear Mr. Aynes,

A.R. Brouwer Company LLC is pleased to present the enclosed response to the RFQ for North Village Site and Park Property.

Our firm has provided commercial Construction Management, General Contracting, and Design/Build services in Southeastern Michigan for over 21 years. Our track record of successful projects is proven by our high number of repeat customers and client referrals. We are committed to providing superior customer service to our clients by completing projects of quality workmanship, on time and within budget. Additionally, the development arm of our firm has participated in over \$60,000,000 in private development projects.

Examples of A.R. Brouwer Company's work on residential and commercial projects throughout Washtenaw County are provided in this proposal. Our experience with these types of projects will be an integral part of our approach to managing the North Village Project. We have assembled Project Team that has decades of diverse development experience and we are confident our team will provide a project that will achieve the goals of the Northfield Township Master Plan and Strategic Action Plan.

We appreciate the opportunity and look forward to executing a project our team and Northfield can be proud of.

Sincerely,



Steven P. Brouwer PE
President
(734) 426-9980
stevebrouwer@arbrouwer.com

2. MASTER DEVELOPER

I. RESUMES



Steven Brouwer, P.E. – Company President

Mr. Brouwer holds a Bachelor's (1984) and Master's Degree (1985) in Civil Engineering from the University of Michigan, and has over 33 years of industry experience. From 1985 to 1994 he worked in commercial construction as a project manager and estimator. In 1994 Steve was promoted to Director of Estimating, and worked as such until 1998 when he founded A.R. Brouwer Company in Dexter, Michigan. Mr. Brouwer continues to serve as President of A.R. Brouwer Company, performing the majority of the sales and estimating work, as well as managing the firm.



Allison Bishop – PROJECT MANAGER

Allison holds a Bachelor's Degree from the University of Michigan in Environmental Policy and Behavior (1999) and a Master's Degree (2003) from Eastern Michigan University in Urban and Regional Planning. With over 18 years of professional experience in planning, zoning, property development, and government administration in Washtenaw County, Allison joined the AR Brouwer Company team in 2013. Allison uses her experience to create local development opportunities for the firm, and in providing expertise in the planning and development stages for projects. Allison facilitates team projects by assisting clients with interior design, estimating, project management, and superintendent duties.



Ray Melvin - ON-SITE SUPERINTENDENT

Ray Melvin holds a Bachelor's of Science Degree (1977) in Construction Engineering from Lawrence Tech University. Joining A.R. Brouwer Company in 2011 with over 40 years of industry experience. Ray brings a wealth of knowledge and experience. His experience includes projects that consist of new construction and interior and exterior renovations of all sizes. He has extensive experience working with non profits, such as Focus Hope, Arbor Hospice, and churches. His role will include on-site supervision, scheduling, coordinating subcontractors, providing quality control, following and implementing safety plan, coordinating municipal inspections and providing timely communication to project team. Ray has a proven track record of maintaining aggressive schedules and completing projects on time and on budget.



Mary Kaye LaFontaine – ACCOUNTING

Mary Kaye has been the accountant for A.R. Brouwer Company for 10 years, and has over **18 years** of industry-specific accounting experience for commercial construction projects and managed properties. Mary Kaye works with customers and project managers for all billing activities including sworn statements, lien waivers and payment applications. Mary Kaye holds a Bachelor's of Science Degree (1990) in Biology and Chemistry from Eastern Michigan University. Mary Kaye provides accounting and billing support for every project.



Liz O'Donnell – OFFICE ADMINISTRATOR

Liz holds an Associates Degree in Business Administration. She has over 10 years of experience working in administration. Joining our team in 2018, her multi-faceted role includes coordinating project start up and close out activities, verifying subcontractor insurance requirements, distributing and collecting contracts and change orders, managing project bidding and bid documents, and many other responsibilities. Liz provides administrative support to each project and its team from start to finish.

Mark Korinek– DEVELOPMENT CONSULTANT

Mark Korinek has more than 30 years of experience in commercial and multi family real estate including acquisitions, development, financing and asset management. In recent years his focus has been exclusively on market rate and affordable apartments. Previously his work also enveloped retail, office, residential, hotel and industrial properties. Mark previously worked for Lockwood Development, Pomeroy Holdings, McKinley Companies and CIGNA real estate investors. During his career he has completed a broad variety of transactions totaling \$500 million. Although currently focused on market rate and affordable apartment development, his unique history with all major income property types is a strong asset for mixed use projects. Mark resides in Washtenaw County.

II. Major Project Currently Under Development

GRANDVIEW COMMONS, Dexter, MI

Project Key Points:

- Demolition of an existing manufacturing building in Dexter's Downtown Development District.
- Brownfield redevelopment.
- Planned Unit Development.
- Extensive site work, including public sidewalk and city trail connections.
- 3 Phase – 76 Unit Condominium and Townhome Community.
- On Street Parking, Rapid Flashing Beacon installation and Central Park area.
- 4 building types: Duplex, 8-unit two story stacked condos, 4-unit two-story stacked condos and townhomes.

Before



III. PENDING PROJECTS AWAITING APPROVAL

1. Scio Township Redevelopment – 20-acre industrial property with over 180,000 SF of existing warehouse and office proposed for redevelopment in Scio Township's Jackson Road Corridor. About 4 miles outside the City of Ann Arbor the redevelopment plan includes a mixed-use retail and office development following demolition and potential Brownfield clean up.
2. Dexter Residential Development – Continued discussion with the City of Dexter on the demolition of an old home in downtown Dexter to construct a 3-unit condominium project. Extensive discussions about architectural continuity with the downtown Dexter historic character as well as creative ways to manage stormwater on a small parcel adjacent to the town square.

IV. DESCRIPTION OF IN-HOUSE EXPERTISE

A. R. Brouwer's team has over 60 years of experience in combined commercial and residential development experience.

Steve Brouwer has collaborated on more than \$60 million of private development. Our projects have included large scale industrial development and redevelopment, commercial retail centers, office and wellness centers. AR Brouwer has collaborated with communities on downtown redevelopment including being selected through an RFQ process as the preferred developer to clean up an old gas station to construct a 3-story downtown anchor building. Steve Brouwer also has 12 years of experience servicing on the Dexter Downtown Development Authority as both chairmen and member.

Allison Bishop worked for the City of Dexter from 2001-2013 through which time she worked with the City's Boards and Commission to develop the vision for the Mill Creek Park in downtown Dexter. Allison facilitated the visioning and execution of the park development through consultant selection, MNRTF grant submission and award, contractor selection and project management. Allison's experience in both the public and private sector brings a unique perspective to the North Village Project and public improvements envisioned by the Township.

V. REFERENCES

Paul Cousins
City of Dexter, City Council Member
7648 Forest Street
Dexter, MI 48130
Phone: 734-548-3293
Email: pcousins@dextermi.gov

Matt Kowalski
City of Ann Arbor Planner
Planning Services
301 E. Huron St.
Ann Arbor, MI
Phone: 734-794-6265 X 42612
Email: mkowalski@a2gov.org

John Hanifan
City of Chelsea Manager
305 S. Main St., Suite 100
Chelsea, MI 48118
Phone: 734-475-1771
Email: jhanifan@city-chelsea.org

VI. HOW WE WILL ORGANIZE/MANAGE TEAM TO COMPLETE PROJECT

AR Brouwer will be the lead on the North Village Project. As the project lead, we will work closely with Northfield Township Boards and Commissions to present the project and facilitate the design and development. PEA and Lindhout will collaborate with AR Brouwer on the detailed engineering and architecture of the North Village project and attend meetings as necessary for Township feedback and communication. Mark Korinek will work with the AR Brouwer team on the apartment Phase of the project to facilitate the MSHDA Housing component of the project.

Each phase of the project approval process, planning and execution of the vision will be a collaborative effort of all team members. Each team member brings a different perspective to the project and collectively the teams experience addresses all facets of the large development.

B. Proposed Design Firm

Architect: Lindhout Associates Architects

Engineer: PEA, Inc

Resume**BRADLEY M. ALVORD, ARCHITECT, SECRETARY****EDUCATION** Bachelor of Science in Architecture - with honors
Lawrence Technological University 1998Master of Architecture - with distinction
Lawrence Technological University 2002**EXPERIENCE** A licensed architect since 2004, Brad is involved in all phases of the design, construction, and project management process. As a team leader and partner in the firm, Brad participates in all phases of architectural practice Possess a strong background in both residential and commercial construction. Joined the Lindhout team in 1998.**IN THE PROFESSION** Licensed in the State of Michigan
United States Green Building Council - LEED Accredited Professional**IN THE COMMUNITY** Participated in Habitat for Humanity and Livingston County United Way construction projects.
Member of St. John the Evangelist Parish, Fenton
Member of the Fenton Rotary Club.**LOCAL DESIGN ACHIEVEMENTS**

- Holy Trinity Student Parish - Ypsilanti
- Borgman Properties - South Lyon
- Woodhaven Senior Community - Flint
- Northridge Hills Condominiums – Brighton
- Crust Bakery - Fenton
- Livingston County EMS Complex & 911 Center - Howell
- WHMI Radio Station - Genoa Township
- Fenton Community Center Addition - Fenton

Woodhaven Senior Community
Flint Township, Michigan

Condominiums



This residential development was constructed in two phases. A community center with pool and outdoor recreation space creates a focal point for this duplex development.



Chestnut Crossing
Howell, Michigan

This residential development of 84 units was constructed in one phase.

The single story buildings vary from 4 to 8 unit configurations.



Stonefire
Brighton, Michigan

Mixed Use



This mixed used restaurant / office project consisted of an complete renovation and addition of an vacant retail/ residential building that had been vacant for many years.



Northridge
Brighton, Michigan

Condominiums



This residential development of 300 units was constructed in 7 phases or 15 years. The buildings varied from single story duplexes to multi story 6 unit configurations.

Millcreek Community
Brighton, Michigan

Residential

This prairie style development is still in the planning stage. The community will include apartment buildings, duplex units and mini (12 unit) assisted-living homes.



Crust Bakery Fenton, Michigan

Mixed Use



This project consisted of a complete renovation of the existing 6,500 ft² bakery/retail store with a 7,500 ft² addition. The retail area was expanded and a sit down restaurant was added. The upstairs apartment was converted to office space. The project was constructed in multiple phases to minimize disruption of the day to day business operations.



Bourbons
Brighton, Michigan

Mixed Use



This mixed used restaurant / office project was coordinated with future parking lot improvements for the City Hall and County Court complex.



Site



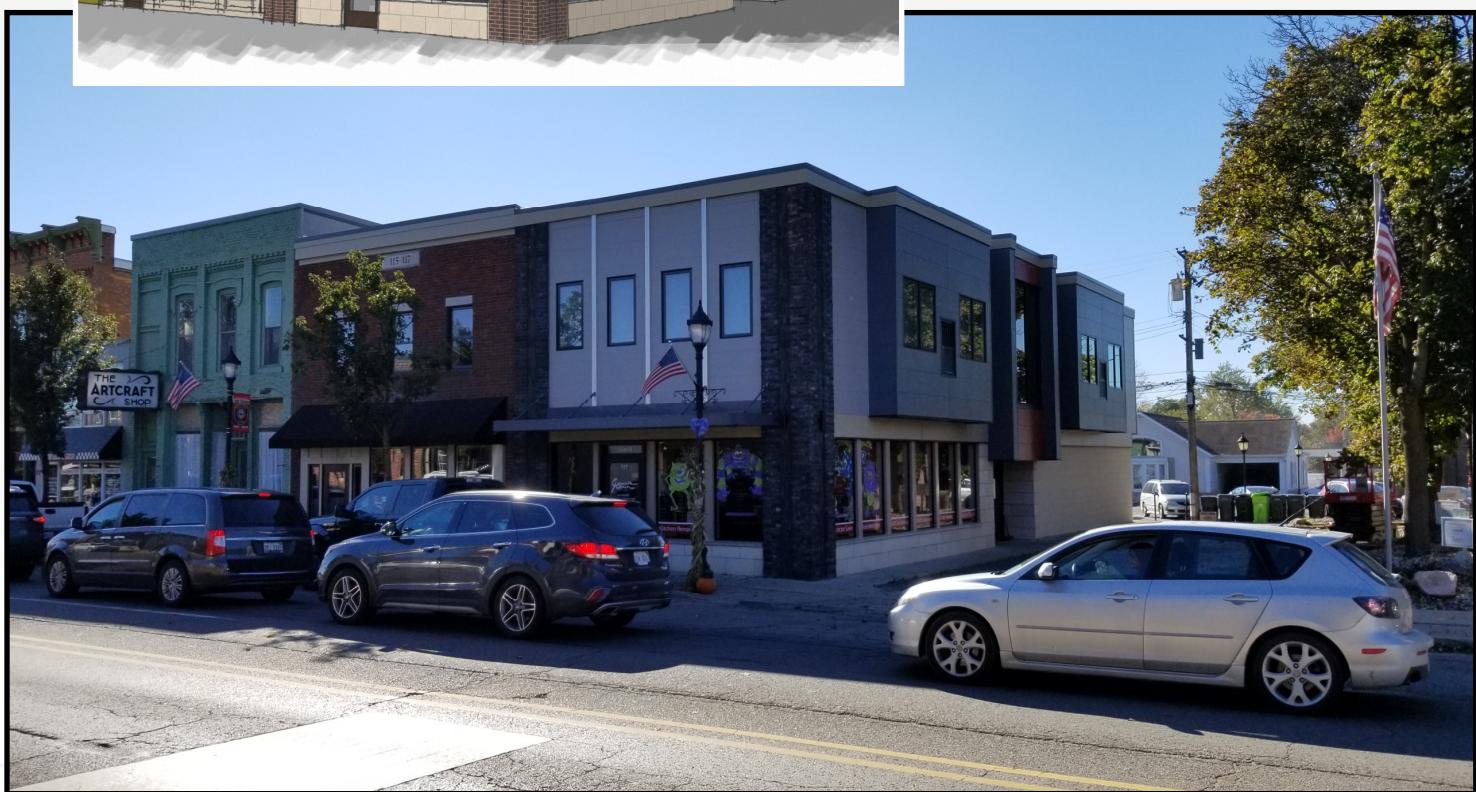
Model





These mixed used retail /office projects were complete interior and exterior façade renovations.

While modern materials were incorporated the storefronts were restored to reflect their original proportions and character.



Jon Curry, PE

Senior Project Manager



Jon Curry has been with PEA since 1998. As a Senior Project Manager, Mr. Curry is involved with the client from project start to completion. His work encompasses site planning, engineering design, and permitting of various office, retail, industrial, commercial, healthcare, government and multi-family residential developments across southeast Michigan.

Stormwater management is one of Mr. Curry's areas of expertise. He has experience working through the specific requirements and expectations of many county and local agencies in southeast Michigan. He has also performed extensive site feasibility studies, stormwater, and sanitary sewer studies and pavement assessments. Through over 20 years of experience successfully completing projects in southeast Michigan, Jon has formed working relationships with many of the jurisdictional agencies and plan review staff in the region.

Education

Michigan Technological University, BS
Civil Engineering, 1997

Licensure

Registered Professional Engineer:
MI No. 49737

Years of Practice

1997 - Present

Select Project Experience

Novi Town Center Redevelopment Sites, Hobby Lobby and Fountain Shops, Novi, MI

Northville Park Place Mixed Use Office/Retail Center, Northville, MI

Hartland Towne Square Shopping Center, Site Engineering, Hartland Township, MI

Garden of Healing and Renewal, Independence Township, MI

East Village Residential Development, Lansing, MI

State Street Village Apartments, Ann Arbor, MI

Glencoe Hills Apartments, Pittsfield Township, MI

2830 Baker Road Office Building, Dexter, MI

McKinley Technology Centre, Ann Arbor, MI

Humane Society of Huron Valley, Superior Township, MI

Woodward Corners by Beaumont, Royal Oak, MI

Clinton Hall Retail Development, Clinton Township, MI

Liebherr Aerospace, Saline, MI

Tim Hortons Restaurants, Multiple Locations

Real Life Nursery School Addition and Barn Reconstruction, Canton, MI

Masco World Headquarters Office Building, Livonia, MI

NSF International WHQ and Research Facility, Multiple Projects, Ann Arbor, MI

Food Gatherers Office/Warehouse Expansion, Ann Arbor, MI

Michael Franklin, PLA, LEED AP

Senior Project Manager



Mr. Franklin serves as a Senior Project Manager for the Landscape Architecture Group and is an expert in project management and architectural detailing. He has been in the landscape architectural field for more than 23 years and brings to PEA a wealth of experience in site analysis, conceptual design, construction documentation, construction administration and facility management. His work history is quite extensive and includes health care, retail, parks and recreation, cultural, municipal, educational, corporate, high-end residential, multi-family residential, roof garden, artificial plant, interior and signage design.

Education

Purdue University, BS Landscape
Architecture, 1995

Licensure

Registered Landscape Architect
MI 1511-2008

Years of Practice

1995 - Present

Certifications

Certified LEED Accredited Professional
(LEED AP), 2009

Professional Affiliations

American Society of Landscape
Architects (ASLA)

**Project with previous employer*

Select Project Experience

City of Northville Town Square, Northville, MI*

City of Farmington Downtown Farmer's Market and Riley Park, Farmington, MI*

City of Farmington DDA Streetscape Re-Development, Farmington, MI*

Fort-Rouge Gateway Project (FRoG), Fort Street Bridge Park, Detroit, MI

Madison Heights Civic Center Plaza, Madison Heights, MI*

Riverside Park Phase 3 and 4 Design, Detroit, MI

Legato Point Live-Work Condominium Development, Walled Lake, MI

Altitude Blue Ash, Blue Ash, OH

Beacon Pointe Apartments, Edgemere, MD

Canterbury Park, Livonia, MI

Cedar Lakes Apartments, Lake St. Louis, MO

Cove West Apartments, Creve Coeur, MO

Elmwood Club Plaza, Detroit, MI

Greenfield Apartments, Grand Rapids, MI

City Apartments at Loring Park, Minneapolis, MN*

Mill Creek Townhomes, Ann Arbor, MI

Pinebrook Apartments, Lexington, KY

Plantation Flats, North Charleston, SC

Regents Club of Troy, Troy, MI

The Vista, Portage, MI

The View, Portage, MI

Village Club of Canton, Canton, MI

Village Club Apartments of Farmington Hills, Farmington Hills, MI

Village Club on Franklin, Southfield, MI

Village Club of Rochester Hills, Shelby Twp., MI

Waterfront Crossing at Creve Coeur, Creve Coeur, MO

Novi Town Center Redevelopment Hobby Lobby and Fountain Shops

Novi, Michigan



Client | Reference

Jim Clear

CBRE (Novi Town Center Investors, LLC)

248.347.3830

jim.clear@cbre.com

Over the years PEA has prepared site plans and construction drawings for multiple redevelopment projects at the Novi Town Center. Most recently, a portion of the Town Center was demolished allowing for additional space for the development of a new Hobby Lobby store.

The site design included the relocation of existing driveways, reconfiguration of site circulation routes for deliveries to the new store, inclusion of a plaza and seating area as a public amenity, landscape architecture, and storm sewer, sanitary sewer and water main connections.

PEA also designed a new multiple-tenant restaurant site and public gathering space at a prominent intersection near the entrance to the center. This development would replace a fountain and plaza area that were the center's focal point for decades. The design of a new and usable public gathering space that was attractive to the City was essential in gaining approval of the project. The site design included the public plaza and water feature, landscape architecture, sanitary sewer analysis and relocation, underground stormwater detention, and pervious pavement.

Services Provided

Civil engineering, site design, landscape architecture, road design, underground stormwater detention and pervious pavement

Gardens of Rochester Hills

Rochester Hills, Michigan



PEA completed all the surveying, site engineering, and landscape design for a 35-acre lifestyle center proposed in the City of Rochester Hills. The project includes national and local retailers, residential condos, and rentals located above the retail center.

This project included a number of challenges. PEA needed to identify and design off-site stormwater detention that addressed both site and regional stormwater flooding issues. Additionally, PEA identified downstream sanitary sewer improvements necessary to address an existing capacity issue that if not fixed, would have halted construction indefinitely.

Services Provided

Surveying, tree survey, site engineering, landscape plans, entry landscape planting, private and public road design, graphics for use at meetings and easement preparation

Timberline Meadows Planned Unit Development

Taylor, Michigan



PEA was hired to transform a brownfield site into a multi-family condominium development with a commercial component. The property had previously been occupied by a large retail chain, but years of abandonment had left the site as an eyesore within the City of Taylor. Our team completed a site plan for the property and provided all engineering and landscape architectural services.

The objective of the site plan was to group the condominium buildings to create a series of urban courtyards for interaction between residents. In addition, dense landscape buffers and ornamental walls were proposed to shield the residential development from its adjacent commercial neighbors. Amenities such as a gazebo, benches and ornamental lighting fixtures were also included to accentuate the development.

Services Provided

Site plans, site engineering, topographic survey, tree survey, MDEQ wetland permitting, landscape plans, construction drawings and construction staking

State Street Apartments (Arbor Bluffs)

Ann Arbor, Michigan



PEA prepared a re-zoning application, site plan, and construction plan documents for a 7-acre mixed-use site, which included 78 apartment units and 2,000 square feet of office space. Decibel level readings were utilized to separate one building from existing railroad tracks. The stormwater management improvements to the site included a sediment forebay, detention area and two bio-retention swales. The off-site work was required to provide the site with adequate water supply. PEA teamed with the client, architect, environmental engineer, construction manager, City and County to deliver approved plans.

Services Provided

Survey, geotechnical investigation, re-zoning assistance, site design, grading, site plan approval, construction plan approval, landscape design

Client | Reference

Jennifer Van Volkinburg
McKinley, Inc.
320 N. Main St., Suite 200
Ann Arbor, MI 48104
734.769.8520
jennifer.logan@mckinley.com

Riverside Park | Phase 3-4

Detroit, Michigan



Riverside Park is located at the base of West Grand Boulevard on the Detroit River directly south of the Ambassador Bridge in Southwest Detroit. The City developed an overall concept for phases 1-5 and engaged PEA with WCI Contractors to develop updated concept plans through construction documents for phases 3 and 4 of the project. The City is working to develop Due Care plans for both phases of the project. The new design will incorporate the environmental cleanup requirements per MDEQ requirements.

Phase 3 and 4 of the park will expand the existing park southwest boundary, adding close to 5-acres of public park, as well as increasing the river frontage and access for shore fishing. The redesigned phase 3 and 4 will include a new interactive spray park consisting of rolling topography and safety surfacing that can be utilized as a unique play space in cooler months when the water play is not appropriate. Grand Boulevard is extended into the park providing better vehicular access for fishermen and cyclists while doubling as hardscape surface for festivals and weekend events. A new sledding hill will provide winter recreation opportunities and offers unique vies of the River and downtown. Upland and lowland habitat improvements are incorporated into the design spanning from the existing seawall to the top of the proposed hillside. A picnic shelter near the base of the sledding hill will provide a location for concerts and movies in the park doubling as an outdoor performance space. Picnic shelters and an outdoor fitness area are included in the plans adjacent to a 1/4 mile walking loop. The existing Riverwalk will remain intact with new site furnishings and repairs as needed.

Completion of the Riverside Park construction will provide new and exciting recreational amenities to nearby residents, as well as the overall Detroit Community.

Services Provided

Concept Planning, Landscape Architecture, Civil Engineering, Construction Documentation, Cost Estimating, Construction Administration

Client | Reference

John DeRuiter
City of Detroit - General Services Department
Landscape Design Unit
18100 Meyers Road
Detroit, MI 48235
(313) 628-0900
deruiterj@detroitmi.gov

City of Northville Town Square

Northville, Michigan



The City of Northville Downtown Development Authority reached out to the team at Grissim, Metz, Andriese Associates (GMA) to develop a new vision for the historic revitalization of the downtown area and to provide construction documentation for the phase 1 Town Square implementation. *Michael Franklin acted as Project Architect during the duration of this first phase for GMA.*

This ground-breaking project re-established Northville as a destination location and was instrumental in creating a distinct sense of place for this notable community. The Town Square is located in the heart of Northville and occupies less than half of an acre of area. The project addressed many existing challenges such as pedestrian and vehicular integration, the re-purposing of existing focal elements, the creation of a multi-use year-round space and site constraints such as historic buildings, utilities and existing road requirements. The goal was to recreate an historic Victorian feel through the design and introduction of uniquely designed elements. Those elements included a

signature steel and glass winged pavilion, the incorporation of a uniquely designed hardscape patterning that included a snowmelt system, the introduction of sculptural art, moveable site furniture and low maintenance strategically placed plant material and canopy trees, the re-use of an existing high-profile clock tower and the addition of custom planters, water feature and uniquely designed overhead accent lighting.

This project was a huge success and host multiple art fairs, concerts and outdoor activities for the community throughout the course of the year.

Client | Reference

City of Northville Downtown Development Authority

Lori Ward, DDA Director

248.349.0345

loriwardddda@comcast.net

Associated Firm

Grissim, Metz, Andriese Associates

(Michael Franklin completed project as part of the GMA team)

Services

Site inventory and analysis, conceptual planning, cost estimating, site plan approval, construction documents and construction administration



Lakeshore Park

Novi, Michigan



Client | Reference

NSA Architects

23761 Research Drive

Farmington Hills, MI 48335

248.477.2444

PEA prepared plans for the major renovation of a park in the City of Novi. The design converted an existing lawn and gravel parking area into a community building with an outdoor patio, new parking facilities, bioswales and raingardens, new playground, picnic pavilion, and walking paths. The design included numerous site plan alternatives to determine the best use of the available space. The new community center will provide space for parks and recreation programs, senior programs, and children's camps. The design improves circulation, site access and makes the park more accessible to those with disabilities.

Services Provided

Surveying, Civil Engineering, Landscape Architecture, Ecological, Stormwater Management, Geotechnical Engineering

Oakwood Heights Master Plan

Detroit, Michigan



Marathon Petroleum Company LP (MPC) completed a property purchase program in southwest Detroit, with the intent of developing a 100-acre “greenspace.” The area falls between MPC’s refinery and the Rouge River in the most heavily industrialized area of Detroit, encompassing a degraded residential area known as Oakwood Heights. PEA was engaged by MPC to assist in developing the greenspace vision plan. The project included developing a master plan to address stormwater runoff, greenspace development, and the establishment of public amenities.

Program development includes a reduction in stormwater runoff into the Rouge River, wildlife habitat restoration, urban reforestation, urban agriculture, a park-like landscape, and incorporates a segment of the Iron Belle Trail, and riverfront greenspace with public amenities. A first phase of implementation initiated habitat restoration on three acres and a community-driven urban farming project.

Client | Reference

Treva A. Formby, Environmental Professional
Marathon Petroleum Company LP - Detroit Refinery
313.297.6356
tformby@marathonpetroleum.com

Services

Inventory and Analysis
Conceptual Planning
Phasing Plan
Report Documentation
Tree Inventory and Evaluation
Habitat Restoration Design
Volunteer Coordination (during implementation)

C. Proposed Legal Team

Joy M. Glovick, Esq.
Conlin, McKenney & Philbrick, P.C.
350 South Main Street, Suite 400
Ann Arbor, MI 48104-2131
(734) 997-2171
Email: glovick@cmplaw.com

Work

Attorney at Conlin, McKenney & Philbrick, P.C. May 2004 to current
Shareholder (partner) since January 1, 2009

Condominium developments/projects prepared by attorney:

Risdon Heights (Saline, MI)
Sauk Trail Properties (Saline, MI)
Grandview Commons (Dexter, MI)
(currently pending) Malletts Wood II (Ann Arbor, MI)
(currently pending) Fosdick Glen (York Township, MI)
(currently pending) Faust Acres (York Township, MI)

Has otherwise extensive experience in commercial and residential real estate throughout 15+ year practice as an attorney, including, without limitation, preparing amendments to Master Deeds for other developments located in Southeast Michigan and being the lead attorney that prepared and negotiated leases for Borders (the former bookstore) throughout the United States.

Education

Wayne State University Law School September 2000 to December 2003
Graduated cum laude

University of Michigan – Ann Arbor September 1992 to May 1996
Graduated with honors with concentrations in English and music

3. EXPERIENCE

RECENT DEVELOPMENTS

GRANDVIEW COMMONS, Dexter, MI

Completion Date: Phase I – 2020, other phases TBD

Project Cost: \$20,000,000

Architect: Bowers and Associates

Engineer: Metro Consulting Associates

Owner: MMB Equities

Project Contact: Steve Brouwer



Developer's Role:

- Team selection
- Concept development and due diligence
- Project submission and presentation
- PUD and development agreement negotiation and execution
- Site plan approval process
- Architectural control and interior design
- Permitting and construction
- Project sales team



MONUMENT PARK, Dexter, MI

Completion Date: November 2005

Project Cost: \$3,000,000

Architect: Wah Yee Associates

Engineer: PEA, Inc

Owner: Monument Park Investments

Project Contact: Steve Brouwer



Developer's Role:

- Concept development
- RFQ submission and award by Downtown Development Authority
- Project submission, presentation and site plan approval
- Brownfield plan development and project clean up
- Permitting and construction
- Building leasing and interior buildouts

DEXTER TOWN CENTER, Dexter, MI

Completion Date: September 2010

Project Cost: \$3,500,000

Architect: Wah Yee Associates

Engineer: PEA, Inc

Owner: SRG Investments North

Project Contact: Steve Brouwer



Developer's Role:

- PUD concept development and approval (Phase 1 in 3 Phase Project)
- Site demolition
- Project submission, presentation and site plan approval
- Development agreement negotiation
- Brownfield Plan Development and project clean up
- Permitting and construction
- Building leasing and interior buildouts

A.R. BROUWER COMPANY, Dexter, MI

Completion Date: November 2017

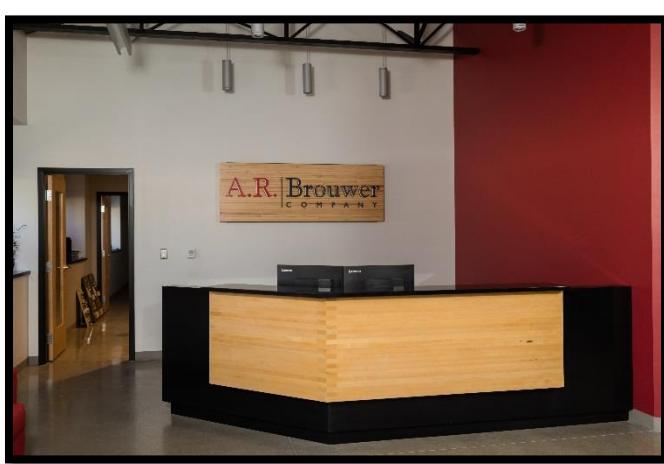
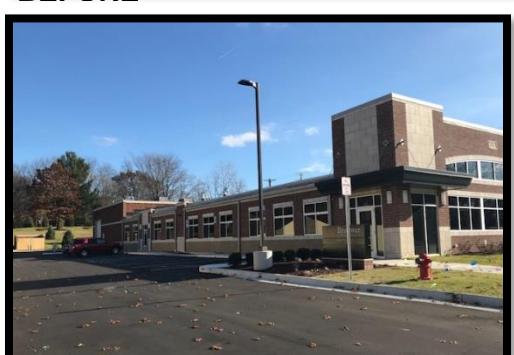
Project Cost: \$1,200,000

Architect: Wah Yee Associates

Engineer: PEA, Inc

Owner: SPB Equities II, LLC

Project Contact: Steve Brouwer



Developer's Role:

- Site Demolition
- Concept vision for building reuse (Bowling Alley Bar to Office)
- Project submission, presentation and site plan approval
- Variance submission and approval
- Brownfield plan development and project clean up
- Permitting and construction
- Building leasing and interior buildouts

AUBREE'S PIZZERIA AND GRILL, Adrian, MI _____

Completion Date: November 2017

Project Cost: \$1,000,000

Architect: Adrian Design Group

Engineer: Metro Consulting Associates

Owner: Adrian Capitol

Project Contact: Steve Brouwer

**Developer's Role:**

- Easement negotiation with adjacent mall
- Collaboration with franchise owner
- Property management
- Project submission, presentation and site plan approval
- Permitting and construction



4. DESCRIBE INTEREST IN NORTH VILLAGE SITE

A.R. Brouwer Company is eager to collaborate with Northfield Township in achieving your vision in downtown revitalization. Whitmore Lake's unique location on the lake, adjacent to US 23 and minutes from Ann Arbor and Brighton make development of North Village an exciting opportunity. The 23 acres of North Village lends itself to the tremendous potential for interconnected trails, park development, apartments, homes and vibrant office and restaurant uses. Bringing a variety of uses and users to the North Village site would bring vibrancy to downtown Whitmore Lake. Our teams collective experience in all aspects of our mixed-use concept for North Village make the project very intriguing. Our teams' local approach and experience make projects like North Village exciting as we collaborate to help our neighbors meet the goals of their community.

Our concept includes duplex and quadplex units (for sale) on the south side of the project which are envisioned to meet the needs of the growing population and demographics of the area. As the baby boomer population looks to downsize and stay in the area, they will look to purchase smaller units in downtown where accessibility to transit, shopping and a public park is convenient. The apartments in the center of the site have been located to take advantage of the lake views and add density to the downtown as businesses relocate to grow in the area. We expect the proposed commercial buildings to bring retail and office users, as well as a restaurant adjacent to the public park and beach. Collectively we believe our proposal concept for North Village will bring vibrancy and commerce to the downtown waterfront.

A.R. Brouwer Company and our consultants bring a public/private partnership perspective to the North Village project through our multi-faceted capabilities and experience. Our team has experience in all areas of our concept proposal as well as all areas envisioned in the North Village Master Plan which makes this project an exciting opportunity.

We look forward to discussing our proposal with you in the future and continuing to develop our concept into reality.

TO: Township Board
From: Steve Aynes, Township Manager
RE: Goals
Date: August 8, 2019

The Board previously decided that the number of goals should be limited. I have taken the goals as suggested by the Board and have incorporated these and other significant concerns into six major categories.

These are numbered and highlighted in dark black on the enclosed page.

I have then created sub-categories which are part of the larger goals. In some of the sub-categories I have taken this to a third level.

If this reflects the Boards intentions, I will then spend the extensive amount of time needed to address the costs, timelines, and tasks needed to accomplish these goals.

I realize this is not a complete response to the Board's concerns, but I did not want to waste time and resources going in directions not intended by the Board. If the Board is satisfied to this point, then the Board does not need to spend much time on this issue at this meeting.

Goals: Board Decided to Limit Number of Goals

This is a proposal for the Board to consider in setting goals for FY 2019-20. This provides 6 primary goals.

1. Marketing Plan for Economic Development in Township

(in accordance with the Master Plan)

- a.) Commercial (including Downtown)
- b.) Research & Development, light industrial,
- c.) Housing
- d.) Sale of surplus Township Property

*75 Barker Rd. sale, restoration, or demolition

*Lots in Horseshoe Lake area and miscellaneous other lots

2. Development Project to implement plans for North Village

3. Wastewater Treatment Plant (WWTP)

- a.) Equalization Tank
- b.) Upgrade and Repairs to sewer Lines

4. Road and Sidewalk Improvement

5. Improvement in Operations and Staff Training

- a.) Adoption of Employee Handbook
- b.) Safety improvements
- c.) Operations Service Improvements
 - * Development process including Building, Planning, and Zoning
 - * Reception
 - * Financial
 - * Elections
 - * Human Resources including finalizing Employee Handbook
 - * Township Manager

6. Public Relations Improvement

- a.) Web Site
- b.) Newspapers
- c.) Facebook
- d.) Other Media

To: Township Board
From: Steve Aynes, Township Manager
RE: Offer from Resident to Purchase Township-Owned Parcels
Date: August 22, 2019

A few weeks ago, I was approached by a resident that had recently purchased a parcel on Grove Drive in the Horseshoe Lake area. He had noticed that the two parcels adjacent to the one he purchased were owned by the township. He came into the office to ask if he would be able to purchase those parcels in hopes that he could combine them with his parcel giving him a larger area to build a house. I had advised him to submit an offer since earlier this year the board had been discussing getting rid of parcels in this area that were not of use to the township.

The parcels in question are B-02-17-229-009 and B-02-17-229-011. I have included a map of the parcels for your review. I had the township assessor provide me a copy of the Real Estate Summary sheet on each of these properties including an estimated value. These two lots listed as \$100 each based on 2019 State Equalized Value (S.E.V.).

The gentleman came back last week with an offer of \$1833.00 for the two parcels. He is hoping to begin construction as soon as possible. He has submitted building plans and met this past Wednesday with our Zoning Administrator. He requested permission to obtain surveys of the properties. I authorized him to have the surveys completed, but made him aware that this would be at his risk and expense and was not an indication that the board would be accepting his offer. He is aware that the board will be considering his request at the Aug. 27, 2019 meeting.

I recommend selling these parcels to Mr. Williams at the price he offered.

Draft Motion: I _____ move, seconded by _____ that the township sell parcels B-02-17-229-009 and B-02-17-229-011 to Mark Williams, Jr. for \$1833.00, and authorize the Township Manager to sign any necessary paperwork associated with the sale, pending legal review.



Geographic
Information
System



Legend

- TaxParcel
- Lot and Units
- Quarter Sections
- Sections
- University and College
- K12 Schools
- Police Stations
- Fire Stations
- County Buildings
- Local Unit Offices
- Railroad

- parcel owned by resident
- parcel owned by township

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTEENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

NOTE: Parcels may not be to scale.
8/22/2019

Notes

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

0 100.00 200.0 Feet

LETTER OF OFFER

Note: This is not a contract of sale document. Both the purchaser and vendor must sign a contract for the offer to become legally binding. An offer may be withdrawn at any time before signing a contract. To convert an offer into a contract of sale, it is advisable to check section 5 of the Land and Business (Sale and Purchase) Act 1994 for the cooling-off rights that you may have and how to exercise them.

We acknowledge that if this offer is accepted and subject to the notice below, I/we will be responsible for entering into a contract in these terms. We acknowledge we may be one of several parties making offers to

Property address Parcel B-02 -17-229-009 Parcel B-02 +17-229-01
(to which the offer relates)

Offeror

Full name Mark R Williams Jr.

Offeror address 2511 Greenfield Rd, Wollongong NSW 2500

Mobile 0419 123 456 E-mail mark.williams@outlook.com.au

Offer amount \$ 1833.00 Deposit \$ 0.00

Proposed settlement date 15/03/2024

Conditions

(if any, to which the offer is subject to)

NIL - Unconditional offer Subject to finance of \$ 0.00

Subject to the sale of property at 123 Main St, Wollongong NSW 2500

Other Offer based on approval of building on parcel # B 02 17 229 009

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

07/23/2019 12:00 PM

Parcel:	B -02-17-229-009	Current Class:	402.RESIDENTIAL VACANT
Owner's Name:	NORTHFIELD TOWNSHIP	Previous Class:	402.RESIDENTIAL VACANT
Property Address:	GROVE DR WHITMORE LAKE, MI 48189	Gov. Unit:	B -02 NORTHFIELD TOWNSHIP
MAP #		School:	81140 WHITMORE LAKE (81140)
Liber/Page:	4791/523	Neighborhood:	457 RES.PLATTED-ZONED RC-NO BUILD
Split:	/ /	Created:	/ /
Active:	Active		
Public Impr.:	None		
Topography:	Low, Swamp, Wooded		
Mailing Address:		Description:	
NORTHFIELD TOWNSHIP PO BOX 576 WHITMORE LAKE MI 48189		TRANS 8/24/95 OLD SID B-02-060-152-00 NO 38-224 LOT 224 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION.	

Most Recent Sale Information

Sold on 04/09/2010 for 0 by CARROLL DANIEL.

Terms of Sale: NON-MARKET TRANSFER

Liber/Page: 4791/523

Most Recent Permit Information

None Found

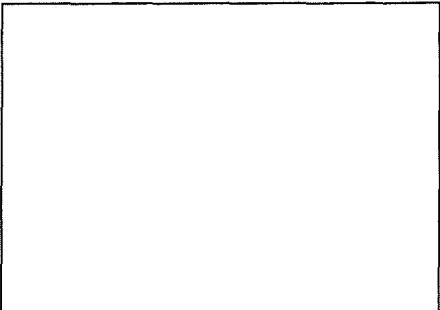
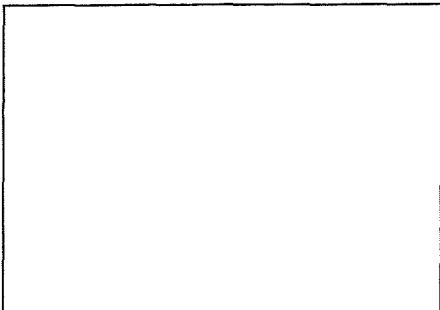
Physical Property Characteristics

2020 S.E.V.:	Tentative	2020 Taxable:	Tentative	Lot Dimensions:
2019 S.E.V.:	100	2019 Taxable:	100	Acreage: 0.09
Zoning:	SR2-SINGLE FAM	Land Value:	Tentative	Frontage: 35.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth: 115.0

Improvement Data

None

Image/Sketch



Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

07/23/2019 12:01 PM

Parcel:	B -02-17-229-011	Current Class:	402.RESIDENTIAL VACANT
Owner's Name:	NORTHFIELD TOWNSHIP	Previous Class:	402.RESIDENTIAL VACANT
Property Address:	GROVE DR WHITMORE LAKE, MI 48189	Gov. Unit:	B -02 NORTHFIELD TOWNSHIP
MAP #		School:	81140 WHITMORE LAKE (81140)
Liber/Page:		Neighborhood:	457 RES.PLATTED-ZONED RC-NO BUILD
Split:	/ /	Created:	/ /
Active:	Active		
Public Impr.:	None		
Topography:	Low, Swamp, Wooded		
Mailing Address:		Description:	
NORTHFIELD TOWNSHIP PO BOX 576 WHITMORE LAKE MI 48189		OLD SID B-02-060-154-00 NO 38-226 LOT 226 HORSESHOE LAKE DEVELOPMENT CO'S SHADY BEACH SUBDIVISION.	

Most Recent Sale Information

None Found

Most Recent Permit Information

None Found

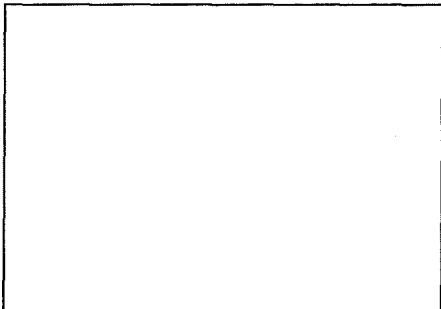
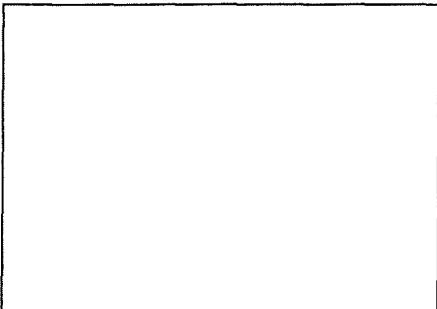
Physical Property Characteristics

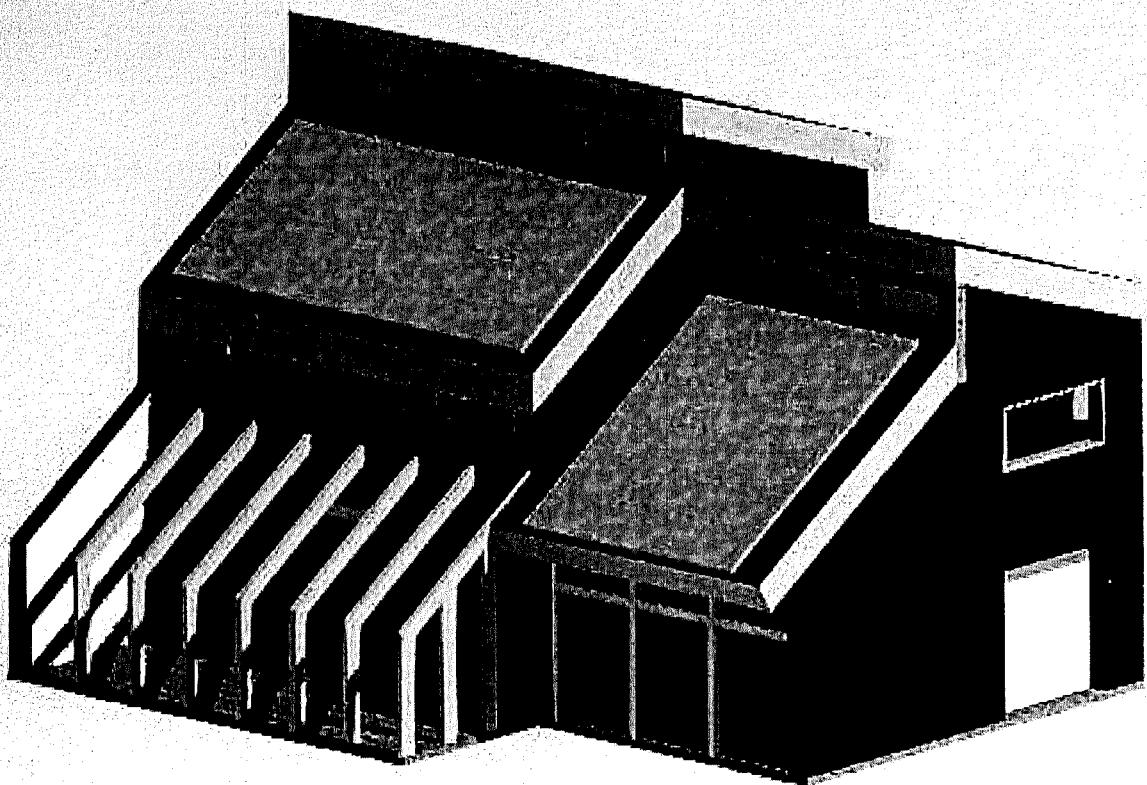
2020 S.E.V.:	Tentative	2020 Taxable:	Tentative	Lot Dimensions:
2019 S.E.V.:	100	2019 Taxable:	100	Acreage: 0.11
Zoning:	SR2-SINGLE FAM	Land Value:	Tentative	Frontage: 35.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth: 135.0

Improvement Data

None

Image/Sketch





To: Township Board
From: Steve Aynes, Township Manager
RE: WWTP Storage Tank Design Proposal from Tetra Tech Dated August 16, 2019
Date: August 21, 2019

At the August 13, 2019 Board Meeting the Board voted 4-3 to move forward with securing a WWTP Storage Design Proposal from Tetra Tech to plan, design, and bid this project. The Proposal from Tetra Tech dated August 16, 2019 outlines the tasks to be accomplished to prepare preliminary plans, determine the scope of the project, and to provide the engineer's estimate of the cost of the project. This would be followed by Tetra Tech coordinating the bidding process as outlined in their proposal. Dan Willis, WWTP Superintendent and I have now reviewed Tetra Tech's proposal. We recommend the Board authorize the approval of this agreement and direct the Township Manager to sign on behalf of the Township the acceptance form following review and approval by the Township's Attorney of the agreement on behalf of Northfield Township.

Enclosed is a substantial amount of information including some previously provided. A list is included to facilitate your review.

Draft Motion:

I _____ move, seconded by _____ that the Board proceed with using Tetra Tech for Engineering Services as outlined in their proposal dated August 16, 2019 related to the design, construction and bidding of the WWTP Retention Tank Project.

Included Documents Concerning Engineering Services for WWTP Equalization Basin

1. TetraTech proposal
2. Wastewater Treatment Plant Wet Weather Storage Tank, Preliminary Design Report
 - Cover sheet from Draft January 2016 TetraTech prepared report.
(This is to show example of one type of tank)
 - Cover sheet from March 21, 2016 Report, followed by pages 5-6 of the report.
3. Township Board Minutes from May 14, 2019, Page 3, Item 3
4. Township Manager submitted Back-up material for May 14, 2019 Township Board meeting
 - Manager Cover Memo
 - Summary of WWTP Equalization Project costs, alternatives, and financial impact on users.
 - Bond Attorney, Steve Mann's Memo dated 3/20/2019 providing information on the issuance of bonds.
 - Projected debt service schedules provided by Bendzinski & Co., Municipal Finance Advisors



TETRA TECH

August 16, 2019

Mr. Steve Aynes
Northfield Township Manager
8350 Main Street
Whitmore Lake, MI 48189

Re: WWTP Storage Tank Design Proposal

Dear Mr. Aynes:

Northfield Township's wastewater system is its most valuable physical asset. The system is valued at over \$30 million and perhaps as much as \$50 million. As with almost all sewer systems of its age, flow rates increase with wet weather. During some of these extreme events, the WWTP cannot provide treatment without bypassing some processes.

Nearly all wastewater plants in the Midwest have one or more storage tanks to capture this wet weather flow and treat the captured wastewater after the storm has passed. Northfield Township has had long-term plans to construct a tank at their facility to manage this wet weather flow. The current Township Board has had the vision to proceed with design of this storage tank. This tank will protect Horseshoe Lake Drain from untreated wastewater and allow new connections on the sewer service area to occur.

Tetra Tech has appreciated the opportunities to complete dozens of successful projects on Northfield Township's wastewater system and appreciates the consultation made on a nearly monthly basis regarding wastewater. At the Board of Trustees August 13, 2019 meeting, Tetra Tech was asked to provide this proposal to complete design and bidding services for a WWTP storage tank.

METHOD OF APPROACH

We have divided our approach to the project into the planning, design, and bidding phases.

Planning

Planning tasks will include developing the project details to outline the subsequent steps of the project. Major planning items include the following:

Tank Materials – Prior studies indicated that a glass-lined steel tank had the lowest life cycle costs. Recent changes in materials prices will be verified to determine if this is still true to a precast concrete or cast-in-place concrete tank should be further considered.

Operation and Maintenance – The O&M of the constructed tank must be considered. A water source must be provided to flush the tank between fillings. However, the Northfield Township WWTP water is provided by the Correctional Facility at a low rate. Therefore, a new source may need to be established such as a new well. Another option is to use treated effluent to flush the tank. Automated flushing systems can be considered but for tanks of this size a fire hose to manually clean the tank is often chosen.

Additional O&M considerations include covering the tank to prevent precipitation from entering and odors from escaping. An external stairway should be considered to access the tank and instruments.



TETRA TECH

Pump Verification – The tank will almost certainly be an above-ground tank due to limited land at the WWTP and to take advantage of the ability to dewater by gravity. The above-ground configuration will create a situation where the tank sits higher than the current WWTP and the pumps from the 8 Mile Pump Station and Correctional Facility will need to pump to a higher elevation. This may require that the pumps be replaced as part of the project. Tetra Tech will verify this need and be prepared to select new pumps accordingly. We are aware that the Township has selected a standard pump manufacturer to facilitate maintenance of its many pump stations and any new or replacement pumps will be specified using this manufacturer.

Instrumentation and Controls – The method to control tank draining and filling will need to be determined. Tetra Tech is ideally suited to complete this work having designed the control system at the existing WWTP. Our current thought is to use the WWTP flow meter as the control scenario where when the flow reaches WWTP capacity, valves in the pumping mains are operated to fill the tank.

Basis of Design Report – The state of Michigan permitting (now administered by the Department of Environment, Great Lakes, and Energy or EGLE) will require a Basis of Design Report that outlines the facility design. Tetra Tech already completed this report for Northfield Township in 2016 and will update it based on any of the above analyses.

Design

The design process will convert the plan to a set of documents that the contractor can bid. At conclusion of the design, a set of drawings and project manual (specifications) will be developed to guide the construction. Numerous engineering disciplines will be involved to prepare the drawings including surveying (one day of surveying is proposed to collect needed data), wastewater process (tank and pumps), geotechnical (tank foundation), electrical (pump power), instrumentation and controls (tank and pump operations), and civil (site work).

We will progress the design through various stages of completion and review our progress with Township staff. Typical stages include:

- 30% - Draft drawings
- 60% - Nearly complete drawings perhaps not inclusive of notes and a specification list
- 90% - Complete drawings and specifications for review (at this stage the permit application is typically applied for)
- 100% - Ready to bid

Tank Foundation – Tetra Tech will subcontract with a geotechnical firm to complete the tank foundation design.

The specifications will include a construction contract. Tetra Tech has previously worked with Attorney Burns to prepare an acceptable construction contract for Northfield Township's projects.

Cost Opinions – Opinions of probable cost will be prepared throughout the planning and design phases to track the project's costs. Any variance will be communicated to the Township Manager and Board of Trustees.

Permitting – Prior to bidding, a permit application from MEGLE will be prepared and submitted.



TETRA TECH

Township Involvement – Tetra Tech feels that Northfield Township's involvement is critical throughout the planning and design process. We propose approximately monthly meetings to keep staff informed of our progress and solicit key input from staff regarding the design. Tetra Tech never forgets that the operators will live with the project daily long after the design and construction have been completed.

Bidding

The Township is planning on funding the future construction with revenue bonds and not Michigan's Clean Water Revolving Fund Loan. This will enable the Township to retain a contractor using any method desired.

Tetra Tech's experience is that the skills of the construction contractor are usually the difference between a good project and a bad project. Therefore, Tetra Tech recommends that the Township consider prequalifying construction contractors. This is a simple process where contractor qualifications are reviewed and approved prior to receiving bids. By prequalifying contractors, the Township will be assured that only contractors who have prior experience successfully constructing similar projects bid the project. Tetra Tech's experience is that few contractors are ever excluded from bidding through this process. However, by asking for contractor qualifications, few unqualified contractors even attempt to become qualified.

Bids will be advertised on contractor trade organization websites to solicit interest. As one of Michigan's largest wastewater design firm, Tetra Tech also has relationships with qualified contractors and will invite those we have confidence in to bid this project.

Tetra Tech will attend a prebid meeting to review the project with contractors and answer any questions during the bidding process. Bidding services will include evaluating the received bids and preparing a recommendation for the Board of Trustees.

ASSUMPTIONS

Services during construction will be authorized at a later date.

The design will consist of a premanufactured glass-lined steel tank as described in Tetra Tech's March 2016 preliminary design report. Should a different material be desired, the engineering effort likely will change.

SCHEDULE

If authorized at the August 27 Board of Trustees meeting, advertisements for bids can be placed in January 2020. Bidding over the winter is the best time to achieve the lowest construction bids.

COMPENSATION

Compensation will be on a time and materials basis. We suggest a budget of \$198,000 be established. This consists of approximately \$188,000 to complete planning/design and \$10,000 to lead the Township through the bidding process. This budget will not be exceeded without the Township's prior written authorization. Our standard terms and conditions are attached and considered a part of this proposal.

Tetra Tech has a long history of completing our assignments below budget and are optimistic we can do that on this project.



TETRA TECH

EXECUTION

Please sign in the space below to acknowledge the Township's acceptance. Tetra Tech staff will be present at the August 27 Board of Trustees meeting to answer any questions about this proposal.

We appreciate the opportunity to provide this proposal to continue our long history of service to Northfield Township.

Sincerely,

A handwritten signature in black ink that reads "Brian M. Rubel".

Brian M. Rubel, P.E.
Vice President

PROPOSAL ACCEPTED BY: _____

TITLE: _____ **DATE:** _____

Tetra Tech, Inc.
Engineering Services Standard Terms & Conditions



Services Consultant will perform services for the Project as set forth in the provisions for Scope of Work/Fee/Schedule in the proposal and in accordance with these Terms & Conditions. Consultant has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Consultant in performing their services. Consultant is authorized to proceed with services upon receipt of an executed Agreement.

Compensation In consideration of the services performed by Consultant, the Client shall pay Consultant in the manner set forth above. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Consultant. Where total project compensation has been separately identified for various tasks, Consultant may adjust the amounts allocated between tasks as the work progresses so long as the total compensation amount for the project is not exceeded.

Fee Definitions The following fee types shall apply to methods of payment:

- **Salary Cost** is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Consultant employment policy.
- **Cost Plus** is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.
- **Lump Sum** is defined as a fixed price amount for the scope of services described.
- **Standard Rates** is defined as individual time multiplied by standard billing rates for that individual.
- **Subcontracted Services** are defined as Project-related services provided by other parties to Consultant.
- **Reimbursable Expenses** are defined as actual expenses incurred in connection with the Project.

Payment Terms Consultant shall submit invoices at least once per month for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Client payment to Consultant is not contingent on arrangement of project financing or receipt of funds from a third party. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to Consultant based on terms of this Agreement. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of one and one-half percent per month (or the maximum percentage allowed by law, whichever is the lesser). Invoice payment delayed beyond 60 days shall give Consultant the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Consultant.

Additional Services The Client and Consultant acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Consultant shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Site Access The Client shall obtain all necessary approvals for Consultant to access the Project site(s).

Underground Facilities Consultant and/or its authorized subcontractor will conduct research and perform site reconnaissance in an effort to discover the location of existing underground facilities prior to developing boring plans, conducting borings, or undertaking invasive subsurface investigations. Client recognizes that accurate drawings or knowledge of the location of such facilities may not exist, or that research may reveal as-built drawings or other documents that may inaccurately show, or not show, the location of existing underground facilities. In such events, except for the sole negligence, willful misconduct, or practice not conforming to the Standard of Care cited in this Agreement, Client agrees to indemnify and hold Consultant and/or its Subcontractor harmless from any and all property damage, injury, or economic loss arising or allegedly arising from borings or other subsurface penetrations.

Regulated Wastes Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

Contractor Selection Consultant may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is the Client's sole responsibility.

Ownership of Documents Drawings, specifications, reports, programs, manuals, or other documents, including all documents on electronic media, prepared under this Agreement are instruments of service and are, and shall remain, the property of Consultant. Record documents of service shall be based on the printed copy. Consultant will retain all common law, statutory, and other reserved rights, including the copyright thereto. Consultant will furnish documents electronically; however, the Client releases Consultant from any liability that may result from documents used in this form. Consultant shall not be held liable for reuse of documents or modifications thereof by the Client or its representatives for any purpose other than the original intent of this Agreement, without written authorization of and appropriate compensation to Consultant.

Standard of Care Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Consultant makes no warranty or guaranty, either express or implied. Consultant will not be liable for the cost of any omission that adds value to the Project.

Period of Service This Agreement shall remain in force until completion and acceptance of the services or until terminated by mutual agreement. Consultant shall perform the services for the Project in a timely manner consistent with sound professional practice. Consultant will strive to perform its services according to the Project schedule set forth in the provisions for Scope of Work/Fee/Schedule above. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Consultant shall be entitled to an extension of time and compensation adjustment for any delay beyond Consultant control.

Insurance and Liability Consultant shall maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability insurance policies.

Worker's Compensation – as required by applicable state statute

Commercial General Liability - \$1,000,000 per occurrence for bodily injury, including death and property damage, and \$2,000,000 in the aggregate

Automobile Liability - \$1,000,000 combined single limit for bodily injury and property damage

Professional Liability (E&O) - \$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Consultant shall be a named insured on those policies where Consultant may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Indemnification Consultant shall indemnify and hold harmless the Client and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused solely by the negligent act, error, or omission of Consultant in the performance of services under this Agreement. If such damage results in part by the negligence of another party, Consultant shall be liable only to the extent of Consultant's proportional negligence.

Dispute Resolution The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work. Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of repose and/or limitation shall commence not later than the date of substantial completion.

Suspension of Work The Client may suspend services performed by Consultant with cause upon fourteen (14) days written notice. Consultant shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Consultant shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices, together with all costs arising out of such termination, within fourteen (14) days. The Client may withhold an amount for services that may be in

dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Authorized Representative The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority. Email messages between Client and members of the project team shall not be construed as an actual or proposed contractual amendment of the services, compensation or payment terms of the Agreement.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Consultant at Project inception. Consultant will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Independent Consultant Consultant is and shall be at all times during the term of this Agreement an independent consultant and not an employee or agent of the Client. Consultant shall retain control over the means and methods used in performing Consultant's services and may retain subconsultants to perform certain services as determined by Consultant.

Compliance with Laws Consultant shall perform its services consistent with sound professional practice and endeavor to incorporate applicable laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Consultant shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Consultant will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant and its subconsultants to the Client and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of Consultant and its subconsultants to all those named shall not exceed \$50,000 or the amount of Consultant's total fee paid by the Client for services under this Agreement, whichever is the greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Consequential Damages Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project or with this Agreement.

Waiver of Subrogation Consultant shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Consultant will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Environmental Matters The Client warrants that they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Consultant shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Consultant from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Consultant.

Cost Opinions Consultant shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Consultant acknowledge that actual costs may vary from the cost opinions prepared and that Consultant offers no guarantee related to the Project cost.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund

they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

Safety Consultant shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Consultant acknowledge that Consultant will rely on information furnished by other parties in performing its services under the Project. Consultant shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Force Majeure Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Consultant warrants that it will deliver services under the Agreement within the standard of care. No other expressed or implied warranty is provided by Consultant.

Severability Any provision of these terms later held to be unenforceable shall be deemed void and all remaining provisions shall continue in full force and effect. In such event, the Client and Consultant will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All obligations arising prior to the termination of this Agreement and all provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

Assignments Neither party shall assign its rights, interests, or obligations under the Agreement without the express written consent of the other party.

Governing Law The terms of Agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Collection Costs In the event that legal action is necessary to enforce the payment provisions of this Agreement if Client fails to make payment within sixty (60) days of the invoice date, Consultant shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs, and expenses incurred by Consultant in connection therewith and, in addition, the reasonable value of Consultant's time and expenses spent in connection with such collection action, computed at Consultant's prevailing fee schedule and expense policies.

Equal Employment Opportunity Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees are treated equally without regard to race, creed, sex, color, religion, veteran status, ancestry, citizenship status, national origin, marital status, sexual orientation, or disability. Consultant expressly assures all employees, applicants for employment, and the community of its continuous commitment to equal opportunity and fair employment practices.

Attorney Fees Should there be any suit or action instituted to enforce any right granted in this contract, the substantially prevailing party shall be entitled to recover its costs, disbursements, and reasonable attorney fees from the other party. The party that is awarded a net recovery against the other party shall be deemed the substantially prevailing party unless such other party has previously made a bona fide offer of payment in settlement and the amount of recovery is the same or less than the amount offered in settlement. Reasonable attorney fees may be recovered regardless of the forum in which the dispute is heard, including an appeal.

Third Party Beneficiaries Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

Lien Rights Consultant may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this Agreement. The Client agrees that services by Consultant are considered property improvements and the Client waives the right to any legal defense to the contrary.

Captions The captions herein are for convenience only and are not to be construed as part of this Agreement, nor shall the same be construed as defining or limiting in any way the scope or intent of the provisions hereof.

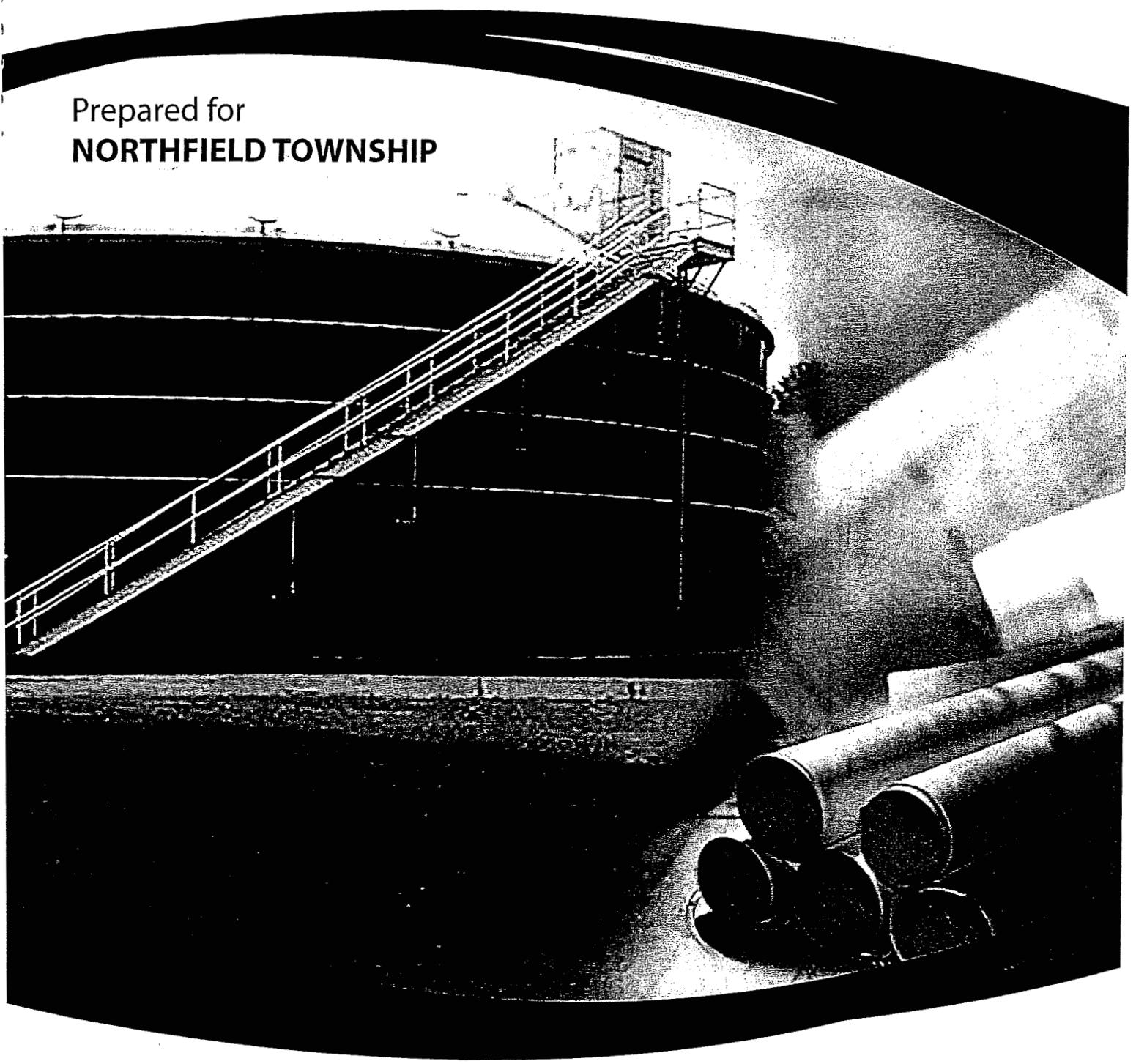
2

Wastewater Treatment Plant

Wet Weather Storage Tank

Preliminary Design Report

Prepared for
NORTHFIELD TOWNSHIP



TETRA TECH

DRAFT
January 2016

NORTHFIELD TOWNSHIP

Wastewater Treatment Plant

Wet Weather Storage Tank Preliminary Design Report

March 21, 2016

Bolted Steel Tank

This type of tank would be an above-ground bolted steel storage tank with access stairs, platform, and a dome cover. Considerations with this type of tank include:

- Fill would need to be brought on site to raise the tank high enough for the tank to drain by gravity to the Grit and Screen Building. This eliminates the need for a pump station to drain the tank. Proper compaction methods would need to be followed to control tank settling.
- A valve and meter vault would be required to divert flow from the 8 Mile Pump Station into the storage tank.
- The same valve and meter vault would be used for draining the tank back to the Grit and Screen Building. Since draining the tank can be done by gravity, a pump station would not be required. This will provide one less maintenance item for the WWTP staff as compared to the concrete tank.
- Access stairs would be provided to the top of the tank with a platform for access into the tank at the top of the stairs.
- A dome cover would be located over the top of the tank to contain odors.
- The steel will be glass lined to control corrosion.
- A typical design life is at least 50 years.
- Approximate cost of \$2 per gallon of storage

) Based on review with plant staff it was decided to proceed with designing the bolted steel storage tank with the main reason that the bolted steel tank would be considerably less expensive than the concrete tank with a similar design life. Additional reasons for the bolted steel tank is that it will fit on site, a pump station is not required, and the tank and equipment will have minimal maintenance. From this point in the report only the bolted steel storage tank is discussed.

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**Northfield Township Board Meeting
Minutes of Regular Meeting
Public Safety Building; 8350 Main Street
May 14, 2019**

3

**3.
Wastewater Treatment Plant Equalization Basin**

- **Motion:** Otto moved, Chick supported, that the Township move forward with Step 2, retaining an engineering firm, which would be authorized by the Board to start the preparation of preliminary plans and determine the scope of the project and the engineer's estimate of the cost of the project.

There was discussion about the cost of this step and need to follow through before the plans become obsolete. Zelenock said the DEQ told her the Township does not need to consider a basin until the Township is handling 1 million gallons/day, but the current average flow is 700,000 gallons/day. Willis said different engineers and people at the DEQ will give differing opinions, but he believes the basin is needed now,

Motion carried 4—3 on a roll call vote, Zelenock, Dockett, and Beliger opposed.

**4.
Road Commission Road Maintenance Contract**

Chockley referred to the revised proposal from the Road Commission.

- **Motion:** Chockley moved, Manley supported, to accept the 2019 Northfield Township Second Agreement from the Road Commission to provide road improvements 1 through 4 for a total cost to the Township of \$99,700.

The Board discussed the merits of working on the proposed roads versus others that may be worse.

Chockley withdrew her motion.

- **Motion:** Zelenock moved, Chockley supported, we agree to do the Six Mile Road from Dixboro Road to Autumn Drive for \$83,900, as well as the Township-wide limestone for \$19,300, and to spend the remaining matching of \$42,000 on Nollar between North Territorial and Seven Mile with the Road Commission giving an estimate of the cost of that and which area they think is worse.

Motion carried 7—0 on a roll call vote.

5.

Budget for Police Department, Fire Department, and Wastewater Treatment Plant (WWTP)

Wagner made comments and answered questions, including:

- The 4% salary increases are reflected in the budget proposal.
- Revenue from the three vehicles he proposes to sell will have to go to the Narcotics Fund because they were purchased with those funds.
- He put funding for unemployment benefits in the budget because two claims have been filed.
- The one bid he has for replacement of the Fire Station #2 roof is well within the funds reserved from the cell tower rental income. This project needs to be done this year and he will give an estimate to the Controller.

- The equipment being funded includes equipment going into cars replacement of expired bullet-proof vests, and the funding comes from narcotics forfeitures.

In answer to a request from Chick concerning Lt. Greene, Wagner reported the court set a settlement hearing for July 29th and jury selection for August 2nd for the five misdemeanor charges in Washtenaw County.

In answer to questions about the WWTP budget, Aynes said:

- 10% of his salary and benefits is scheduled to be paid from the WWTP budget.
- The \$53,000 listed for the SAW grant represents how much the Township expects to receive in reimbursements for the fiscal year.

Zelenock noted that the salary increases approved by the Board on May 7th need to be updated in the proposed budget.

In answer to a question, Willis said due to the recent rains they had 4-5 days of flows over 1.3 million gallons/day and they are still seeing flows of 1 million gallons/day.

In answer to a question from Zelenock, Aynes said ideally the Capital Improvements Program (CIP) and the budget should be approved together, and he expects to have a revised draft of the CIP to the Board for the next meeting.

**6.
Community Center Roofing Repair Bids**

Aynes said the two lowest bidders for asphalt shingle roof replacement were within \$100 of each other, and of the two HomePro, is considered a "platinum" level contractor by the shingle manufacturer, and their bid is \$12,992. There was a brief discussion about whether to install gutter guards.

- **Motion:** Chockley moved, Otto supported, to award the contract for roofing of the Community Center to HomePro Roofing, for a cost not to exceed \$14,000, including installation of HomePro SureFlo gutter guards and potentially extra ice shield membrane.

Motion carried 7—0 on a voice vote.

**7.
Payment of Open Bills**

- **Motion:** Chockley moved, Otto supported, to approve Payment of Open Bills (expected check run date 05-15-2019) for a total of \$131,878.36 from all funds in the Municipal Investment Fund (MIF) account.

Motion carried 7—0 on a roll call vote.

**8.
Check Disbursement Report for Paid bills**

- **Motion:** Chockley moved, Otto supported, to accept Check Disbursement Report for Paid Bills (check date from 04-09-2019 to 05-09-2019) for a total of \$330,402.55 from all funds in the Municipal Investment Fund (MIF) account.

Motion carried 7—0 on a voice vote.

To: Township Board
From: Steve Aynes, Township Manager
RE: Decision by the Board regarding the WWTP Retention Tank Project

A decision is needed to include or not include this proposed project in the 2019/2020 Fiscal Year Budget which begins July 1, 2019. A vote to not put this in the Budget would mean the Retention Tank Project would not be proceeding. A vote yes would be the first step on the process outlined below:

- *The first step would be to retain an engineering firm which would be authorized by the Board to start preparation of preliminary plans and determine the scope of the project and an engineer's estimate of the cost of the project. The Board would also need to retain services of the bond legal counsel and the financial advisor who would prepare the bond offering.
- * The Bond Counsel would prepare the Resolution for the Board regarding the intended issuance of the bonds and the advertisement advising of the referendum notice.
- * The Referendum notice would be published. The local Ordinance requirements for notice to the public required for incurring debt would be followed.
- * The notice would be published in a newspaper 45 days in advance in concurrence with the required advertising process.
- * During this time, construction drawings for the project could be prepared.
- * Any action regarding either a referendum or completion of the notice time without a referendum would be considered. If there is no referendum, then the next step would be to advertise for bids.
- * Bids would be received. The selection of best contractor submitted bid would be considered.
- * The next step would be to authorize the sale of bonds to finance the improvement.

*This would be followed by authorization of acceptance of the best bond submittal and award of bid to the best contractor.

The Board could stop the process or delay the process at any of these steps.

I am providing this as a summary for the Board and public.

Proposed Equalization Basin at the Wastewater Treatment Plant and/or Sewer Line Project

The Wastewater Treatment Plant (WWTP) and the sewer lines have been evaluated by Engineer, Brian Rubel. The Wastewater Treatment Plant Superintendent is Dan Willis. Dan has worked at the plant for 41 years.

Brian Rubel has recommended the construction of both of these projects.

WWTP Equalization Basin

1. At the WWTP, an Equalization Basin is recommended to fully process high flows due to storm drainage/snow melt.
 2. The equalization basin would be a steel tank with 1.5 million gallons of capacity and additional piping, site improvements.
 3. The estimated cost of this project is \$3,360,000. For sale of bonds, it is recommended that this be rounded up to \$3.5 million. The estimated interest rate is 4%. The projected cost 100% financed over 20 years including interest totals \$5,153,600.
- The primary reason for constructing the Equalization Basin is to ensure that the WWTP can completely treat all flow coming into the plant ensuring the public welfare. This would benefit all current and future users of the sewer system and the WWTP.
 - The secondary reason is to enable the WWTP to be approved by the State to handle future growth. Under its current permit, the WWTP has limited capacity to accept new sewer customers.

Sanitary Sewer Line Replacement

1. This project would involve replacement of existing 18" sewer lines with limited disruption to the area by boring the path for sewers underground.
 2. The replacement pipes would be 21" or larger plastic or ductile iron pipe.
 3. The estimated cost of this project would be \$2,000,000. The estimated interest rate is 4%. The projected cost 100% financed over 20 years including interest totals \$2,939,800.
- The primary reason to construct this is to enable sewer service for future growth.

Alternatives Available

1. Approve proceeding with construction of both projects at this time.
2. Approve proceeding with construction of one project now and wait until later for the other project.
3. Delay both projects, pushing construction back to at least 2021.

Financial Impact to Users of the Sewer System

The current sewer billing rate is \$90.20/quarter for 1 REU (Residential Equivalency Unit). If both projects were to be approved, the quarterly sewer billing rate would increase by \$24.00 per quarter to \$114.20/quarter per REU.

The current tap-in fee is \$6,255. This fee is scheduled to increase to \$6,265 on July 1, 2019.

From: Mann, Steven D. <mann@millercanfield.com>
Sent: Wednesday, March 20, 2019 10:37:58 AM
To: Steven Aynes
Subject: March Basin Meeting Discussion

Steve,
I am providing some guidance to the questions that have been raised below.

1. Is it possible to get bonding that does not include an early pay off penalty?

Generally municipal bond purchasers (investors) want a 10-year call protection period. This means that for the first 10 years after issuing the bonds, there is no ability to make prepayments. This 10-year call protection period could be shortened to 7-years or 5-years (or perhaps less depending on the method of sale and purchaser), but the trade-off would be that the Township pays a higher interest rate on the bonds.

2. If yes, can it be made part of a contract with a developer that there is a fee or cost they have to pay that would go to paying down the bond balance?

We would have to discuss the specifics, but it would be unusual for such a provision to be included in a development agreement. Such a provision may also run afoul with the Federal tax regulations applicable to tax-exempt bonds. In general, fees charged to developers and other property owners should be based on a uniform fee schedule adopted by the Township Board for connecting to the Township's sewer system.

3. Cannot imagine this happening but someone is going to ask to make the basin less palatable, if the bond goes into default status (never happened with the PSB bond and it much more costly), does the outstanding expense fall on the tax payers?

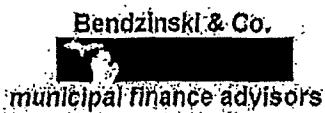
The Township would need to avoid a missed bond payment at all costs as such an event is significant and would have long-term consequences for the Township. The type of bond being proposed is a capital improvement bond which would pledge as security the Township's "full faith and credit." The Township would be obligated to pay the bond payments as a first-budget obligation, before any other non-debt service related expenses. So, if the revenues of the sewer system were insufficient to pay debt service on the bond, the debt service would become a first budget priority payment from the general fund.

An alternative to issuing a capital improvement bond would be for the Township to issue a revenue bond payable solely from the revenues of the sewer system. As pointed out in Bobby Bendzinski's March 11th letter, a revenue bond would require (among other things) that the Township to set aside approximately one year's debt service in a bond reserve account. Such set aside would allow bondholders nearly a one-year period to take necessary action (litigation) against the Township in light of a shortfall in revenues and a draw on the bond reserve to make a bond payment. As Mr. Bendzinski also points out, a revenue bond would draw a higher interest rate than a capital improvement bond. Again, even with a revenue bond, the Township would be well advised to take any actions necessary to avoid a missed bond payment or a draw on the bond reserve account.

I hope that this information is helpful.

Thanks,
Steve

Steven D. Mann | Attorney and Counselor at Law
Miller Canfield
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Detroit, Michigan 48226 (USA)
T +1.313.496.7509 | F +1.313.496.8451 | Mobile +1.734.262.6660
mann@millercanfield.com | [View Profile](#) + [VCard](#)



\$3,500,000
 TOWNSHIP OF NORTHFIELD
 COUNTY OF WASHTENAW, STATE OF MICHIGAN
 CAPITAL IMPROVEMENT BONDS, SERIES 2020
(WWTP Improvements)

SCHEDULE OF DEBT SERVICE REQUIREMENTS

On a Calendar Year Basis

Year	Principal Due April 1	Interest Rate	Interest Due April 1	Interest Due October 1	Total Prinicipal & Interest Requirements
2020	\$ -	4.000%	\$ -	\$ 70,000 *	\$ 70,000
2021	120,000	4.000%	70,000	67,600	257,600
2022	120,000	4.000%	67,600	65,200	252,800
2023	125,000	4.000%	65,200	62,700	252,900
2024	130,000	4.000%	62,700	60,100	252,800
2025	135,000	4.000%	60,100	57,400	252,500
2026	145,000	4.000%	57,400	54,500	256,900
2027	150,000	4.000%	54,500	51,500	256,000
2028	155,000	4.000%	51,500	48,400	254,900
2029	160,000	4.000%	48,400	45,200	253,600
2030	165,000	4.000%	45,200	41,900	252,100
2031	175,000	4.000%	41,900	38,400	255,300
2032	180,000	4.000%	38,400	34,800	253,200
2033	190,000	4.000%	34,800	31,000	255,800
2034	195,000	4.000%	31,000	27,100	253,100
2035	205,000	4.000%	27,100	23,000	255,100
2036	210,000	4.000%	23,000	18,800	251,800
2037	220,000	4.000%	18,800	14,400	253,200
2038	230,000	4.000%	14,400	9,800	254,200
2039	240,000	4.000%	9,800	5,000	254,800
2040	250,000	4.000%	5,000	-	255,000
	\$ 3,500,000		\$ 826,800	\$ 826,800	\$ 5,153,600

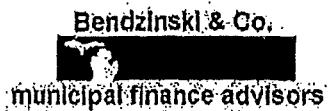
Assumptions:

Bonds Dated:	04/01/2020
First Interest Payment:	10/01/2020
Number of Days:	180 *
Subsequent Interest Payment:	04/01/2021
Number of Days:	180
First Principal Payment:	04/01/2021
Projected Interest Rate	4.00%

615 Griswold Street, Suite 1225, Detroit, Michigan 48226-3997

PHONE: (313) 961-8222 FAX: (313) 961-8220

The information contained herein was derived from sources generally recognized as reliable and does not make any representations as to correctness or completeness and has in no way been altered except to the extent that some information may be summarized, and is in no way intended to be a solicitation for orders.



\$2,000,000
TOWNSHIP OF NORTHFIELD
COUNTY OF WASHTENAW, STATE OF MICHIGAN
CAPITAL IMPROVEMENT BONDS, SERIES 2020
(*Sewer Improvements*)

SCHEDULE OF DEBT SERVICE REQUIREMENTS

On a Calendar Year Basis

Year	Principal Due April 1	Interest Rate	Interest Due April 1	Interest Due October 1	Total Principal & Interest Requirements
2020	\$ -	4.000%	\$ -	\$ 40,000 *	\$ 40,000
2021	70,000	4.000%	40,000	38,600	148,600
2022	70,000	4.000%	38,600	37,200	145,800
2023	75,000	4.000%	37,200	35,700	147,900
2024	75,000	4.000%	35,700	34,200	144,900
2025	80,000	4.000%	34,200	32,600	146,800
2026	80,000	4.000%	32,600	31,000	143,600
2027	85,000	4.000%	31,000	29,300	145,300
2028	90,000	4.000%	29,300	27,500	146,800
2029	90,000	4.000%	27,500	25,700	143,200
2030	95,000	4.000%	25,700	23,800	144,500
2031	100,000	4.000%	23,800	21,800	145,600
2032	105,000	4.000%	21,800	19,700	146,500
2033	110,000	4.000%	19,700	17,500	147,200
2034	110,000	4.000%	17,500	15,300	142,800
2035	115,000	4.000%	15,300	13,000	143,300
2036	120,000	4.000%	13,000	10,600	143,600
2037	125,000	4.000%	10,600	8,100	143,700
2038	130,000	4.000%	8,100	5,500	143,600
2039	135,000	4.000%	5,500	2,800	143,300
2040	140,000	4.000%	2,800	-	142,800
	<u>\$ 2,000,000</u>		<u>\$ 469,900</u>	<u>\$ 469,900</u>	<u>\$ 2,939,800</u>

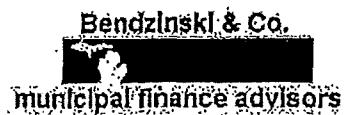
Assumptions:

Bonds Dated:	04/01/2020
First Interest Payment:	10/01/2020
Number of Days:	180 *
Subsequent Interest Payment:	04/01/2021
Number of Days:	180
First Principal Payment:	04/01/2021
Projected Interest Rate	4.00%

615 Griswold Street, Suite 1225, Detroit, Michigan 48226-3997

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\$5,500,000
 TOWNSHIP OF NORTHFIELD
 COUNTY OF WASHTENAW, STATE OF MICHIGAN
 CAPITAL IMPROVEMENT BONDS, SERIES 2019

SCHEDULE OF DEBT SERVICE REQUIREMENTS

On a Calendar Year Basis

Year	Principal	Interest	Interest	Interest	Total
	Due April 1	Rate	Due April 1	Due October 1	Principal & Interest Requirements
2020	\$ -	4.000%	\$ -	\$ 110,000 *	\$ 110,000
2021	185,000	4.000%	110,000	106,300	401,300
2022	190,000	4.000%	106,300	102,500	398,800
2023	200,000	4.000%	102,500	98,500	401,000
2024	205,000	4.000%	98,500	94,400	397,900
2025	215,000	4.000%	94,400	90,100	399,500
2026	225,000	4.000%	90,100	85,600	400,700
2027	235,000	4.000%	85,600	80,900	401,500
2028	245,000	4.000%	80,900	76,000	401,900
2029	255,000	4.000%	76,000	70,900	401,900
2030	265,000	4.000%	70,900	65,600	401,500
2031	275,000	4.000%	65,600	60,100	400,700
2032	285,000	4.000%	60,100	54,400	399,500
2033	295,000	4.000%	54,400	48,500	397,900
2034	305,000	4.000%	48,500	42,400	395,900
2035	320,000	4.000%	42,400	36,000	398,400
2036	330,000	4.000%	36,000	29,400	395,400
2037	345,000	4.000%	29,400	22,500	396,900
2038	360,000	4.000%	22,500	15,300	397,800
2039	375,000	4.000%	15,300	7,800	398,100
2040	390,000	4.000%	7,800	-	397,800
	<u>\$ 5,500,000</u>		<u>\$ 1,297,200</u>	<u>\$ 1,297,200</u>	<u>\$ 8,094,400</u>

Assumptions:

Bonds Dated:	04/01/2020
First Interest Payment:	10/01/2020
Number of Days:	180 *
Subsequent Interest Payment:	04/01/2021
Number of Days:	180
First Principal Payment:	04/01/2021
Projected Interest Rate	4.00%

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Memo

From: **Marlene Chockley**

Subject: **Sidewalk Replacement and Maintenance**

Date: **August 22, 2019**

Background

This topic is on the agenda for discussion in order to address the concerns of residents and Board members.

The Board has received regular complaints about the condition of sidewalks, especially the sidewalk along East Shore Drive. However, other sidewalks in the township also have trip hazards and are difficult for some of our residents who have impaired mobility. Our zoning administrator requires sidewalk repairs when business owners apply for zoning compliance, but those occasions are infrequent.

Over a year ago, a resident was injured after tripping on a section of sidewalk in the Eagle Gardens subdivision. Our code enforcement officer at the time contacted the neighborhood association and had them correct the problem.

One of the Michigan Townships Association sessions I attended some time ago said that townships have no governmental immunity for injuries resulting from dangerous sidewalks on their property. Even so, the Township should make every effort to have safe sidewalks. I reported sidewalk issues at fire station #2 and the community center to Bill Wagner who had them corrected promptly last year.

This year, Mr. Aynes has obtained bids to repair some of the sidewalks around the public safety building and possibly also the community center. I believe we should get that done as soon as possible.

Discussion Requested

Suggested topics to begin discussion at this meeting are these:

- Should the Township begin a rolling sidewalk inspection program to ensure that sidewalks are safe and contact property owners to have them replaced or repaired as needed?
- Should the Township hold a public hearing for affected property owners to discuss engaging a contractor to replace and/or repair stretches of sidewalk, such as East Shore Drive, and allow repayment over several years on their tax bills?

Action Requested

Provide guidance for the administration to prepare a plan of action to bring back to the Board.

Back Up Documents Included

- Chapter 26 Article II: Northfield Township Sidewalk Maintenance Ordinance
- State Law -- Act 246 of 1931 MCL 41.288a

Chapter 26 - STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES

ARTICLE I. - IN GENERAL

Secs. 26-1—26-18. - Reserved.

ARTICLE II. - SIDEWALK MAINTENANCE

Sec. 26-19. - Title.

This article shall be known and cited as the "Northfield Township Sidewalk Maintenance Ordinance."

(Ord. No. 00-04, § 1, 12-14-2000)

Sec. 26-20. - Purpose.

The purpose of this article is to regulate the repair and maintenance of public sidewalks to keep them in proper and safe condition for public use, to provide for the establishment of sidewalk maintenance districts by the township board for the assessment of costs of repairs to sidewalks in said districts and to provide standards for proper sidewalk maintenance, repairs and construction.

(Ord. No. 00-04, § 2, 12-14-2000)

Sec. 26-21. - Regulations.

- (a) The owners of all lots and premises within the township are required to maintain, repair and keep safe sidewalks adjacent to or upon their lots and premises in or along the public street and alley rights-of-way in the township.
- (b) It shall be the duty of all owners of premises within the limits of the township to keep all asphalt and concrete public sidewalks which have been heretofore laid in front of, upon, or adjacent to such premises, in or along any of the street or alley rights-of-way, in good repair and free of dangerous ice, snow, or other dangerous obstructions and/or conditions. Any owner of any such premises who shall allow any such sidewalk to remain in disrepair, or in a dangerous condition shall be responsible for injuries and damages arising out of the disrepair or unsafe condition of said sidewalk.
- (c) Snow and ice.
 - (1) All snow and ice which has accumulated prior to 6:00 a.m. on a public sidewalk adjacent to property not zoned residentially shall be removed by the owner or occupant by 12:00 noon. Immediately after the accumulation of ice on such sidewalk, it shall be treated with sand, salt or other substance to prevent it from being slippery and the ice shall be removed within the time limits of this subsection.
 - (2) Within 24 hours after the end of each accumulation of snow greater than one inch, the owner or occupant of every residentially zoned property shall remove the accumulation from the adjacent public sidewalk. The accumulation may be from any source, including precipitation and drifting. Immediately after the accumulation of ice on such sidewalk, it shall be treated with sand, salt or other substance to prevent it from being slippery and the ice shall be removed within 24 hours after accumulation.
- (d) Snow and ice removal by township. If snow or ice is not removed or treated as required by this article, the township may notify the owner or occupant of said violation. This notification may be made in person, by telephone, by mail or by written notice left at the property. If the owner or occupant fails to remove snow or ice within 24 hours of the notification of violation, the township may cause such snow or ice to be removed. The owner (as indicated by the records of the assessor) of

the adjacent property shall then be charged the actual cost of the sidewalk clearance, plus an administrative fee as currently established or as hereafter adopted by resolution of the township board from time to time.

- (e) Financial hardship. Upon proof of financial hardship submitted to the township board, the township board may authorize charges under the snow and ice removal section of this article to be paid in installments, to be reduced, or to be canceled in its discretion.
- (f) Penalty (snow and ice). The owner (as shown by the assessor's record) of the property with adjacent sidewalks which does not comply with the snow and ice removal provisions of this article and who fails to comply with the notice given, shall be subject to a fine of \$25.00 for the first offense, not less than \$50.00 for the second offense, and not less than \$100.00 for each additional offense within a two-year time period. The fine shall not exceed \$500.00. If the penalty is not paid within 45 days the township may authorize collection by such means as may be proper for the collection of debts by legal process.

(Ord. No. 00-04, § 3, 12-14-2000)

Sec. 26-22. - Standards.

- (a) All public sidewalks or portions thereof hereafter constructed or repaired shall comply with the following specifications:
 - (1) All sidewalks shall be constructed to grade established by existing adjoining walks or, in the absence of the foregoing, by the township engineer, and shall be constructed of concrete, which shall have a compressive strength of not less than 3,500 pounds per square inch within 28 days of paving.
 - (2) All sidewalks shall be at least five feet in width. Wider walks to a maximum of eight feet may be required by the building department in commercial or industrial areas or multiple-family areas, due to anticipated traffic and development of the area.
 - (3) Public sidewalks shall be constructed of at least a base course or subgrade of four-inch thick sand cushion with a concrete thickness at least four inches in depth, except across driveways, where it shall be at least six inches in depth or to county road commission specifications. Paving joints shall be perpendicular to sidelines at intervals consistent with adjoining or abutting sidewalks and not greater than the sidewalk width. One inch expansion joints shall be placed through the walk at least every 50 feet.
 - (4) The surface shall be roughened with a mechanic's brush or other equipment to prevent smooth and slippery surfaces.
- (b) Under section 18a of Public Act No. 80 of 1989 (MCL 41.288a), a township board may construct, repair or maintain sidewalks, or may order the construction, repair and maintenance of sidewalks, for the health, safety and general welfare of the residents of the township after notifying the involved property owners of the time and place of a hearing on such order. Following the hearing it may either construct, repair or maintain the sidewalk and assess the cost over a five-year period against the abutting property owners or permit the owners within a specified time to have the sidewalks constructed, repaired or maintained according to township specifications at their expense. No work shall be commenced until approved by either the county road commission or state department of transportation having jurisdiction over the right-of-way within which the sidewalk is located.
- (c) The cost of replacement or repair of a sidewalk to be charged against a property owner shall be based upon actual cost or engineer's estimates, less such subsidy as the township board may allow.
- (d) The township board, in its discretion, may also, after replacing or repairing a sidewalk, authorize collection of the costs of such replacement or repair by civil process, or such other means as may be proper for the collection of debts by legal process.

(Ord. No. 00-04, § 4, 12-14-2000)

Sec. 26-23. - Owner caused defects.

Where sidewalk defects creating pedestrian hazards are caused by conditions existing upon abutting property, such as, but not limited to: trees or other growth, surface drainage, on-site construction or vehicular traffic; or other on-site activities, the abutting property owner shall be responsible for its repair, maintenance and/or safe condition, and liable for all consequential injuries, damages, expenses or costs resulting from the condition and lack of repair or maintenance and unsafe condition. The foregoing liability and responsibility shall apply without notice of hearing on the same.

(Ord. No. 00-04, § 5, 12-14-2000)

Sec. 26-24. - Penalty.

Any person who violates this article, other than the snow and ice removal provisions, shall be responsible for a municipal civil infraction and shall be subject to a civil penalty not to exceed \$500.00.

(Ord. No. 00-04, § 8, 12-14-2000)

PAVEMENTS, SIDEWALKS, AND ELEVATED STRUCTURES (EXCERPT)
Act 246 of 1931

41.288a Sidewalk construction, repair, or maintenance; order; meeting; notice; assessment of costs; approval; election.

Sec. 18a. (1) The township board of a township may order the construction, repair, or maintenance of, or may construct, repair, or maintain sidewalks in a designated area within the township because of the health, safety, or welfare of the residents of the township.

(2) The township board shall hold a public meeting relative to the ordering of the sidewalk construction, repair, or maintenance and shall notify property owners involved of the time and place of the hearing.

(3) If the board determines that the construction, repair, or maintenance of sidewalks is necessary, it may construct, repair, or maintain the sidewalks and assess the costs to the property involved, payable over a 5-year period, or permit the owners of the property involved to have the sidewalks constructed, repaired, or maintained according to township specifications at their own expenses. Sidewalks constructed, repaired, or maintained under this section on the right-of-way of state highways or county roads must have the approval of the state or county highway authority having jurisdiction over the highway or road.

(4) A township board may construct, repair, and maintain walkways or sidewalks along main or arterial roads where it considers it necessary to protect the safety of the public. The costs of the sidewalks may be paid by the township at large. When determined necessary by the township board, the board shall submit to the electors the question of raising the necessary funds by a levy not to exceed 1 mill at a general, primary, or special election.

History: Add. 1989, Act 80, Imd. Eff. June 20, 1989.

To: Northfield Township Board

From: Steve Aynes, Township Manager

RE: Drug and Alcohol Testing of employees involved in Accidents on the Job

Date: 8/21/19

It is my understanding that all Township employees are covered under the Employee Handbook provisions. This includes the Police and Fire Union members.

I have attached the one page (page 55) which I believe is specifically addressing the Township's right to require drug and alcohol testing after an accident as shown under item 1.

I am providing this information following questions from a member of the Board.

Searches and Testing

With reasonable cause, the Township may conduct announced or unannounced searches for illegal drugs, alcohol or marijuana on Township premises. An employee's consent to a search or investigation is a condition of employment, and refusal to consent to, as well as fully cooperate with, may result in disciplinary action up to and including dismissal, even for the first refusal.

Employees and candidates for employment may be subject to drug and/or alcohol testing as a condition of initial employment and may be subject to drug and/or alcohol testing as a condition of continued employment on the following basis:

1. For cause after an accident or incident where judgment is called into question (i.e., following an occurrence that involves a fatality, an injury to an employee or other individual, a serious near miss, or damage to property).
2. Where the Township has a reasonable suspicion that an employee's ability to perform work safely or effectively may be impaired. An illustrative list of factors that the Township may consider in determining whether there is a reasonable suspicion includes, but is not limited to:
 - a. Observable phenomena, such as direct observation of unauthorized and/or unlawful drug, marijuana, or alcohol use, or possession and/or the physical signs and symptoms of being unfit for work due to unauthorized and/or unlawful drugs, marijuana, and/or alcohol, which are not consistent with the employee's normal behaviors, including without limitation – odor, gait, speech, appearance, statements, evidence of use, response to questions.
 - b. Any other pattern of abnormal conduct or erratic behavior, or other conduct deemed suspicious by the Township.
 - c. Conviction of a drug related offense.
 - d. Information of drug use provided by reliable and credible sources or otherwise independently corroborated.

3. As a candidate for employment. All job applicants considered final candidates and who have received and accepted an "offer to hire" for a position may be tested for the presence of unauthorized and/or unlawful drugs and controlled substances.