

BOT

Meeting

April 21, 2022

**AMENDED AGENDA
REGULAR MEETING
CHARTER TOWNSHIP OF NORTHVILLE
BOARD OF TRUSTEES**

The Township Board of Trustees will be meeting in person. The public can attend in person or view the meeting online by visiting the Township's website at <https://twp.northville.mi.us/RemoteMeetings> . All Public Comment participation will be in person or by sending a letter to the Clerk's Office prior to the meeting for public comment; letters will be accepted via email (clerk@twp.northville.mi.us), in person at the Clerk's Office or by postal mail.

DATE: Thursday, April 21, 2022
TIME: 7:00 p.m.
PLACE: 44405 Six Mile Road

CALL TO ORDER:

ROLL CALL:	Mark Abbo, Supervisor	Scott Frush, Trustee
	Roger Lundberg, Clerk	Mindy Herrmann, Trustee
	Jason Rhines, Treasurer	Cynthia Jankowski, Trustee
		Christopher Roosen, Trustee

PLEDGE OF ALLEGIANCE:

1. Agendas:

- A.** Approve the Regular Agenda and the Consent Agenda items:
1. Minutes – Board of Trustees – March 17, 2022
 2. Minutes – Zoning Board of Appeals – January 19, 2022
 3. Minutes – Planning Commission – February 22, 2022
 4. Minutes – Beautification Commission – March 1, 2022
 5. Minutes – Board of Review
 6. Northville Youth Network Report – April 5, 2022
 7. Finance – March Financial Report
 8. Financial Report – First Quarter
 9. Investment Report – First Quarter

2. Appointments, Presentations, Resolutions & Announcements:

- A.** Citizen of the Year Presentation
- B.** Land Bank Agreement – Amendment*
- C.** Public Safety – Police Department Presentation
- D.** Cunningham-Limp Presentation*
- E.** Pathway Presentation*
- F.** Landfill Working Committee Report

3. Public Hearing: None

- 4. Brief Public Comments:** (Anyone wishing to comment on an agenda item, or any other matter, may do so at this time. Citizen Comments are requested to be limited to two minutes.)

5. **New Business:**
 - A. Clerk – Election Inspector Pay Increase
 - B. Clerk – Liquor License Application Fees
 - C. Clerk – Business Registration Resolution
 - D. Information Technology – Legacy Park Logo
 - E. Parks & Recreation – Fish Hatchery Park Playground Replacement
 - F. Parks & Recreation – Wayne County Park Millage Fund Allocation
 - G. Public Services – Master Plan Contract Award
 - H. Finance – American Rescue Plan Act Spending Plan Resolution
 - I. Supervisor – Real Estate purchase Agreement
 - J. Supervisor – Conference of Western Wayne Highland Park Resolution
 - K. Supervisor- 35th District Court MIDC Grant Agreements
6. **Unfinished Business:** None
7. **Ordinances:** None
8. **Check Registry:**
 - A. In the amount of \$3,755,300.66 for the period of March 5, 2022 to April 1, 2022.
9. **Board Communication & Reports:**
 - A. Mark Abbo
 - B. Roger Lundberg
 - C. Jason Rhines
 - D. Scott Frush
 - E. Mindy Herrmann
 - F. Cynthia Jankowski
 - G. Christopher Roosen
 - H. Todd Mutchler
10. **Any other business for the Board of Trustees:**
11. **ADJOURN:**

Respectfully submitted:
Roger Lundberg, Clerk

*Amended Agenda – Items 2.B, 2.D & 2.E added

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Consent Agenda

**MINUTES
REGULAR MEETING
CHARTER TOWNSHIP OF NORTHVILLE
BOARD OF TRUSTEES**

DATE: Thursday, March 17, 2022
TIME: 7:00 p.m.
PLACE: 44405 Six Mile Road

CALL TO ORDER: Supervisor Abbo called the meeting to order at 7:00 p.m.

ROLL CALL: Mark Abbo, Supervisor
Roger Lundberg, Clerk
Jason Rhines, Treasurer
Scott Frush, Trustee
Cynthia Jankowski, Trustee
Christopher Roosen, Trustee

ABSENT: Mindy Herrmann, Trustee

PLEDGE OF ALLEGIANCE:

1. Agendas:

A. Regular Agenda and the Consent Agenda items

Motion by Trustee Jankowski to approve the regular amended agenda and the items listed under the consent agenda, second by Trustee Roosen.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
NAYS: None
ABSENT: Herrmann

Motion Approved

2. Appointments, Presentations, Resolutions & Announcements:

A. Landfill Working Committee Report

- Presented by Leslie Evans and Supervisor Abbo

3. Public Hearing:

A. Michigan Natural Resources Trust Fund Grant for Seven Mile Rd Trail

Motion by Clerk Lundberg to open and conduct the public hearing at 7:10 p.m. for the Michigan Natural Resources Trust Fund Grant for Seven Mile Road Trail, second by Treasurer Rhines.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
NAYS: None
ABSENT: Herrmann

Motion Approve

During the public hearing, no residents had questions or comments for the Board of Trustees.

Motion by Trustee Jankowski to close the public hearing at 7:19 p.m., second by Clerk Lundberg.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

4. Brief Public Comments:

- Jane Hecker, American Association of University Women Northville-Novu, requested support from the board regarding the purposed Equal Pay Day Proclamation and spoke about what their organization does.

5. New Business:

G. Professional Services Contract with Cunningham-Limp for Proposed Municipal Services Building

Motion by Treasurer Rhines to approve the professional services contract with Cunningham-Limp for pre-engineering services and approve pre-engineering costs with a not-to-exceed amount of \$40,000, second by Clerk Lundberg.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

A. Michigan Natural Resources Trust Fund Grant Resolution

Motion by Treasurer Rhines to adopt the resolution supporting the Michigan DNR Trust Fund Grant conditional upon receiving the TAP Grant, second by Clerk Lundberg.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

B. Pathway Engineering Services

Motion by Treasurer Rhines to authorize the Township Clerk to sign a professional service agreement with a selected pre-qualified consulting firm for pathway consulting services, second by Trustee Jankowski.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

C. Wage Increase for Planning Commission & Zoning Board of Appeals

Motion by Trustee Frush to approve the resolution to increase Planning Commission and Zoning Board of Appeals member's pay to \$100 and \$75 per session respectively, second by Trustee Roosen.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

D. Parks & Recreation – Fertilizer & Weed Control Contract

Motion by Trustee Frush to award the 2022 Fertilization & Weed Control contract for parks and athletic fields to Fox Turf Management at an amount of \$69,311.68, second by Trustee Roosen.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

E. Parks & Recreation – Baseball Fencing Repair/ Replacement Bid

Motion by Trustee Jankowski to award the base and alternate bids for baseball fencing repair and replacement at Henningsen Park and Millennium Park to Future Fence Company for \$38,587.00, second by Clerk Lundberg.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

F. Informational Technology – Legacy Park Logo & Temporary Sign

Motion by Clerk Lundberg to approve the Board selected design of the temporary Legacy Park sign, second by Treasurer Rhines.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

6. Unfinished Business: None

7. **Ordinances:** None

8. **Check Registry:**

A. **In the amount of \$2,649,459.52 for the period of February 5, 2022 to March 4, 2022.**

Motion by Treasurer Rhines to approve the check registry in the amount of \$2,649,459.52 for the period of February 5, 2022 to March 4, 2022, second by Trustee Frush.

VOTE: **AYES:** Abbo, Lundberg, Rhines, Frush, Jankowski, Roosen
 NAYS: None
 ABSENT: Herrmann

Motion Approved

9. **Board Communication & Reports:**

A. **Mark Abbo** – reported that he attended a meeting with Kim Worthy to hear what her department is doing in regards to gun safety, human trafficking and the Conviction Integrity Unit. He also attended the Conference of Western Wayne meeting to discuss the GLWA issue with Highland Park regarding unpaid water rates. Finally, the township is starting to see activity on the MITC site; more information will come as this moves forward.

B. **Roger Lundberg** – reported that the township had 25,599 voters at the end of February, which was a slight decrease. He also stated that out of the township's 290 businesses there are only six outstanding business registration renewals. These businesses will be issued citations if they do not comply soon. Due to the new census report, the township received new Liquor Licenses which has triggered the township to reevaluate the township and states processes to issue. The Clerk's Office has also been busy with training; the clerk has attended the State of Michigan Train the Trainer course, Jodi Mitchell is currently at the Michigan Association of Municipal Clerk's Institute and Marie McIntyre has started the basic Clerk training. Finally, the Clerk's Office has set a tentative date of May 14th for the new Spring Shred It Event; more information will be provided soon.

C. **Jason Rhines** – reported that part of the GFL settlement included a township provided Hazardous Waste Collection for the next ten years free of charge. The details of this have not yet been released, but he will share them with our residents when it becomes available. He also reported that the Legacy park demolition bid specs and the C700 contract will be coming to the board soon; he stressed the importance of understanding that these documents have been meticulously reviewed to protect the township.

D. **Scott Frush** – reported that Parks and Rec has not met and the Historic District will meet next week. He also thanked Director Hillman, Treasurer Rhines and Clerk Lundberg for researching the township's liquid reserves to work on the best investment strategies; Trustee Frush is also on this committee.

E. **Mindy Herrmann** – Absent

F. **Cynthia Jankowski** – reported that Northville Youth Network's director, Amy Prevo, has been busy networking, especially with the schools for their needs and upcoming events, including a new social/emotional development module that will be

coming soon. She also reported that Northville Today had an excellent article on the new social worker highlighting how extremely beneficial she has been to our youth. Finally, Senior Services has a full calendar of future events on their website and the tax event serviced over 200 residents.

G. Christopher Roosen – reported that the Zoning Board of Appeals met last night; the commission was able to approve two items but had to deny the other two items for interesting reasons.

H. Todd Mutchler – reported that the new design professional, Jaimee Kasperlik, designed the new banners outside township hall using the vision and goals of the Board of Trustees. He also reported that the police department received a surprise visit from the township’s MIOSHA representative; the HR director has received feedback that he was very impressed with the workplace safety occurring within the department. Finally, the finance department has started reaching out to residents who have yet to pay their outstanding taxes, as suggested by the Board of Trustees at their last meeting; this has been going well.

10. Any other business for the Board of Trustees: None

11. ADJOURN: Meeting adjourned at 8:31 p.m.

Respectfully submitted:

Roger Lundberg, Clerk

Approved:

CHARTER TOWNSHIP OF NORTHVILLE
Zoning Board of Appeals
January 19, 2022

DATE: January 19, 2022
TIME: 7:00 pm
PLACE: Northville Township Hall
 44405 Six Mile Road

APPROVED: March 16, 2022

CALL TO ORDER: 7:02 P.M.

ROLL CALL:

Present: Brian Doren, Eric Lark, Joseph LoPiccolo, Christopher Roosen, Paul Slatin, Paul Smith, Thomas Stroup

Excused: None

Staff: Jennifer Frey, Township Planner

Township Planner Frey confirmed that all property owners within 300 feet of tonight's petition had been notified.

Approval of Minutes:

Zoning Board of Appeals – December 15, 2021

MOTION by Stroup, support by Lark, to amend and approve the December 15 2021 minutes as follows:

- Line 258, change: ... Member Doren said ~~we~~ he would
- Line 1060, change: ...agreed with ~~Chair~~ Member Smith

Voice Vote: Ayes: All
 Nays: None

Motion approved unanimously.

Chair Slatin made standard introductory remarks explaining the role of the ZBA and the formal procedures of the meeting. Chair Slatin noted that four affirmative votes would be required to pass any motion and that all variance requests approved would be valid for one year.

Petitions:

1. PZON21-0013

Property Owner:
 Location:
 Request:

Creative Brick Paving and Landscape Inc.

John and Sharon Pitcher

16617 Canvas Creel Ct.

To allow a fence for the swimming pool to encroach 36" into the front yard along Wicker Creel

Action: Approve, Approve with Conditions, Postpone, Deny

Stephen Bonamy represented Creative Brick on behalf of 16617 Canvas Creel Ct. He provided information regarding the petition:

- The property was purchased with the intent to build a pool.
- The lot did fit the intended pool design.
- Because it was a corner lot, there was a secondary front yard which limited the pool fence enclosure to the edge of the house.
- There was a landscape easement and 4-foot slope at the rear of the property which restricted the use of the yard and impacted site drainage.
- A corner lot, in most cases, is larger than this property.
- The inability to encroach into the secondary front yard with a pool fence impacted the functionality and usable space.
- A property owner of any non-corner lot would have the opportunity to install a fence at the property line – even without screening.

Mr. Bonamy provided examples of properties within the Township of corner lots where a pool and fencing extend into the secondary front yard. He provided a picture of one of those properties that was similarly situated.

Mr. Bonamy further stated that:

- Moving the fence 36 inches from the residence would allow for the stone retaining wall along the east property line to more effectively prevent erosion. It would not only be more functional, but would be more aesthetically pleasing from both sides of the fence.
- If the variance was not granted, the owners would be forced to install the fence at the rear line of the house, resulting in a jump in the fence where it would intersect the stone retaining wall on the southwest corner.
- By extending the fence 3 feet south towards the property line, the fence would not interfere with the stone retaining wall and would gradually slope upward with the natural grade.
- The intent of the ordinance would be maintained as the fence would only be extending 36 inches into the secondary front yard setback. It would be 32 feet from the property line and roughly 47 feet from the street.
- The fence would be screened from public view and would therefore have no negative impact to adjacent neighbors or the community.

Mr. Bonamy provided pictures to the Board that illustrated the proposed fence if they received the variance and if the variance were denied, to demonstrate the difference. Without the variance, the fence would have to step up rather than having a gradual upwards slope. The pool was already on the property.

Responding to questions from the Board, Mr. Bonamy provided the following information:

- During the initial planning, they had considered shifting the pool and proposed cabana further north, but they wanted to keep the structure away from the setback on that side and the structure was inside that setback so the only way to meet the setback on the south side would be to decrease the size of the pool and structure. Regardless of the design, the retaining wall in the back would be required.

- They built the pool knowing that the fence would be allowed at the house. Actually seeing it on site, with the retaining wall, caused them to ask for the variance so that they wouldn't have to step up the fence. While they had constructed other fences with that step up, this was a situation where the fence was far enough away from the road that they felt that it would be preferable to screen the fence and allow the fence to naturally slope up with the grade instead of stepping up at the retaining wall.
- The pool, cabana and the rear retaining wall were already on the property. Only the fence was in question.
- The retaining wall was constructed of stacked natural limestone slabs.
- If the variance was not granted, the fence would be at the edge of the pavers so the distance between the edge of the pool and fence would be about 5 feet.
- They were planning on evergreen screening. Regardless of the placement of the fence, there would be planting along the side so that the fence would not be visible. If the variance was approved and fence moved, the plantings would also be shifted accordingly.
- If the petition were denied, the fence would run along the brick pavers to where it would meet the stone retaining wall. They would put in a larger post and it would step up and then it would continue towards the rear property line.
- Whether the petition was approved or denied, the stonework would remain in the same location and the fence would be outside of the retaining wall. If they were granted the ability to move the fence 3 feet, it would give a 3-foot landscape buffer between the hardscape and the fence.

Chair Slatin opened the public hearing at 7:18 pm. Seeing no one approach the podium, he closed the public hearing at 7:18 pm.

Chair Slatin wondered about the practicality of granting the 3-foot relief only at the location of the retaining wall, to limit the amount of encroachment. He thought that it might be more aesthetically pleasing for the fence to go back to the retaining wall and then move back the 32 inches than to have to step up the fence at that spot. He wondered if the petitioner would be open to that change.

Mr. Bonamy explained that the addition of the 3 feet on the south side also provided a bit of a buffer between the pool and the fence. Otherwise, when someone was walking in that space, it would feel much narrower.

Chair Slatin stated that to approve a variance there needed to be a practical difficulty with the lot. They tried to be consistent across the entire Township regarding corner lots. There was nothing special about this lot to require the variance and minimizing the variance might be a way to get some relief.

Responding to a question from Member Stroup, Township Planner Frey explained that when a resident proposes a plan of this nature, they would go to the building department for a review. When this plan was submitted and approved, the proposed fence was shown in alignment with the house. That met the ordinance. The petitioner was now asking for relief from that plan because the change could not be made administratively.

Member Roosen thought that the petitioner had put together a beautiful plan to increase the value and enjoyment of their property. If the petitioner had to build the fence as originally planned it would be less than perfect so he could understand why they sought the variance. It would be more aesthetically pleasing if they were able to move the fence and landscape as requested. He didn't have a problem with the request.

Member Lark was troubled because it seemed like more thought could have gone into the design before the project reached this stage, with the pool already dug and the retaining wall built. He could not support the petition because he did not see that the requirements for a variance were met. The request was for only 3 feet and there was a large setback and a road, so he personally didn't care if the fence was moved. The Board also had to be concerned about precedent, as proven by this application. The petitioner had pointed out other residences that they felt were noncompliant and if the Board approved this petition, it could act as another example.

Member Roosen noted that because there were not neighbors on that side of the property, it would not encroach on a neighbor's property or impact a neighbor's view. On the other hand, he wondered if the limestone blocks could perhaps be relocated in order to eliminate the problem.

Chair Slatin stated that when he drove past the house, it was apparent that they were dealing with some grade issues. The limestone blocks made up the retaining wall and there was a slope going back up on the property. That was a real problem. While it was possible this could have been avoided with better planning, they wouldn't be able to simply move the blocks without dealing with the grade issues.

Responding to a question from Member Roosen, Township Planner Frey explained that pools were no longer required to have a fence if a specific type of cover was used.

Member Doren wondered what the problem was with maintaining the appropriate setback on most of the fence and then jutting the fence out around the retaining wall in the southwest corner.

Mr. Bonamy stated that the desired option would be to move the entire fence to have that additional buffer when walking on the south side of the pool. Without the variance, it would have a tunnel effect. The one item that did make this property unique was the landscape easement that cut through the back of the property. Because of the easement it was not a standard corner lot. The landscape easement was heavily planted with evergreens that they could not cut into or remove. With the hill there, they had to have the retaining wall at that location.

Responding to a question from Member Roosen, Township Planner Frey clarified that if the fence only jutted out at the retaining wall, a variance would still be required, but it would be a lesser variance.

Member Doren wasn't sure which would be more aesthetically pleasing but thought that it might be more problematic to go around the retaining wall than to use the step up required if

the variance were not granted. If they had moved everything over just a little bit more, they might not have had this problem.

MOTION by LoPiccolo, support by Roosen, that the Zoning Board of Appeals approve Petition PZON21-0013, at 16617 Canvas Creel Ct., a variance request to allow a fence for the swimming pool to encroach 36” into the front yard along Wicker Creel.

Member Roosen referred back to Chair Slatin’s comments on the challenge of dealing with the grade and retaining the earth. That contributed to his view of the need for the application.

Chair Slatin highlighted previous comments that there was no neighbor on the other side and that there were sufficient setbacks. While this was not something they might typically grant, there were some extenuating circumstances relative to the placement of the lot and the other neighbors nearby with open space behind the lot and being on a corner to the side.

Roll Call Vote: Ayes: Doren, LoPiccolo, Roosen, Stroup, Slatin
 Nays: Lark, Smith

Motion approved 5-2.

2. PZON21-0014	Frank Myers, Bouland Inc.
Property Owner:	Matthew Leon
Location:	20388 Woodhill Dr.
Request:	To allow a 45' rear yard setback where 50' is required
Action:	Approve, Approve with Conditions, Postpone, Deny

Matt Leon, property owner, was present to represent the petition and indicated that his builder, Frank Myers, was also present. Mr. Leon explained that:

- Their house was built in 1960 and he had purchased the home in 2015.
- They wanted to add a little bit of space to their home: both additional space to the living room and an outdoor living area.
- The living room was only 11 feet wide and they extended it to 14 feet.
- After they expanded the living room, they only had about 9 feet to work with in order to build the outdoor living area. Their hope was that in the summertime they would be able to put a kitchen table there, a fan, and a nice bar, etc. Based on the space allowed, it would be pretty tight and so they were asking for an additional 6 feet to build the covered structure behind their home.

Responding to questions from Member Roosen, Mr. Leon explained that:

- They did have a septic field that was in use. The septic field had to be moved prior to construction.
- They were also adding a new one-story covered porch on the front of the house.

Mr. Leon stated that they lived on a dirt road and that a lot of people were tearing down and rebuilding homes to try and beautify the neighborhood.

Responding to a question from Member Roosen referencing her January 4th letter regarding the petition, Township Planner Frey explained that many newer homes are built to the end of

their building envelope, leaving no ability to build additions. The footprint of this house was smaller than the building envelope, allowing the owners the opportunity to build the one-story addition and a covered porch on the back. While the lot did allow for an addition to be constructed, the request was to build the covered porch beyond the setback: an extension to the covered porch.

Referring to the building drawing, Township Planner Frey clarified that everything that was not highlighted was already approved.

Mr. Leon confirmed that construction had been ongoing for a couple of months.

Responding to questions from the Board, Mr. Leon explained that:

- They were proposing a covered porch for use primarily in late spring, summer and fall. It would not be heated and there would be no windows. He shared a picture with the Board illustrating the proposed porch which would be a concrete slab with pillars holding up the roof.
- They had looked at other locations for the porch, within the setback. However, they would have needed to have the porch come off the dining room where they had more space and that wasn't desirable because they wanted the porch to come off of their living room.
- Their property backed up to a cul-de-sac, but there were no houses directly behind their home, rather there were two houses that flanked them on a diagonal.

Responding to questions from the Board, Mr. Myers clarified:

- That the building drawing included the extended family or living room, the approved portion of the covered porch and the portion of the covered porch where they were requesting to encroach on the rear yard setback.
- Without the expansion into the rear yard setback, they were very limited by the size of the porch and so they were hoping to extend it out 6 feet in order to make it a usable space.
- They currently had room for a 9-foot covered porch. They wouldn't need a variance just to bump out the concrete, but they needed a variance to expand the covered porch.
- They were originally requesting 5 or 6 feet. They could make 3 feet work.
- The part of the covered porch that would be extended beyond the setback would be 6 by 20 feet.
- They were not planning on enclosing the porch; it would remain open.

Township Planner Frey clarified that the variance request was for 5 feet. While that part of the porch was 6 by 20 feet, there was 1 foot that was within the building envelope and the proposed encroachment into the setback was 5 feet (or 45 feet from the edge of the addition to the property line).

Chair Slatin opened the public hearing at 7:48 pm. Seeing no one approach the podium, he closed the public hearing at 7:48 pm.

Township Planner Frey confirmed that no correspondence had been received regarding this

petition.

MOTION by Doren, support by Roosen, that the Zoning Board of Appeals approve Petition PZON21-0014, at 20388 Woodhill Dr., a variance request to allow a 45' rear yard setback where 50' is required, with the following conditions:

- **The covered porch is not enclosed.**
- **All plans and buildings must meet the 2015 Michigan Residential Code.**

Roll Call Vote: Ayes: Doren, LoPiccolo, Roosen, Stroup, Slatin
Nays: Lark, Smith

Motion approved 5-2.

3. PZON21-0015 Sharon Simkins and Ed Funke
Property Owner: **Sharon Simkins**
Location: 18285 Sheldon Rd.
Request: To allow an addition to the existing house to align with the current non-conforming setback along Cherry Ridge Rd.
Action: Approve, Approve with Conditions, Postpone, Deny

Seeing that the applicant was not present at the meeting, and after a brief discussion regarding protocol, Chair Slatin offered the following motion:

MOTION by Slatin, support by LoPiccolo, that the Zoning Board of Appeals postpone Petition PZON21-0015 as the applicant was not present.

Roll Call Vote: Ayes: Doren, Lark, LoPiccolo, Roosen, Smith, Stroup, Slatin
Nays: None

Motion to postpone approved 7-0.

Other Business Election of Officers

MOTION by LoPiccolo, support by Doren, that the Zoning Board of Appeals nominate and elect Paul Slatin as Chair for 2022.

Voice Vote: Ayes: All
Nays: None

Motion approved unanimously.

MOTION by Roosen, support by Doren, that the Zoning Board of Appeals nominate and elect Joseph LoPiccolo as Vice Chair for 2022.

Voice Vote: Ayes: All
Nays: None

Motion approved unanimously.

MOTION by Doren, support by Slatin, that the Zoning Board of Appeals nominate and elect Thomas Stroup as Secretary for 2022.

Voice Vote: Ayes: All
 Nays: None

Motion approved unanimously.

Department Reports.

Jennifer Frey, Township Planner

- Legacy Park Pathway Plan Update
- Pathway Committee Update
- No February Meeting

Eric Lark, Planning Commission

- No report
- Next meeting is January 25, 2022

Christopher Roosen, Board of Trustees

- Trustee meeting January 20, 2022
- Working on new water tower, public safety headquarters, and skate park

Public Comments

- None

Adjournment:

MOTION by LoPiccolo, support by Stroup, to adjourn the January 19, 2022 Zoning Board of Appeals meeting at 8:04 P.M.

Voice Vote: Ayes: All
 Nays: None

Motion approved unanimously.

**CHARTER TOWNSHIP OF NORTHVILLE
PLANNING COMMISSION
February 22, 2022**

DATE: February 22, 2022
TIME: 7:00 PM
PLACE: Township Hall

APPROVED: March 22, 2022

CALL TO ORDER: The meeting was called to order by Vice Chair Wilk at 7:06 pm.

ROLL CALL:

Present: Milan Gandhi
Mindy Herrmann
Edward McCall
Jayne Watson
Matthew Wilk
Gary Yang
Tim Zawodny

Excused: None

Staff: Jennifer Frey, Township Planner

APPROVAL OF MINUTES: Planning Commission – January 25, 2021

MOTION by McCall, support by Zawodny, to approve the January 25, 2021 Planning Commission meeting minutes as published.

Motion approved unanimously by voice vote.

CORRESPONDENCE: None.

BRIEF PUBLIC COMMENTS: None

OLD BUSINESS:

- | | |
|-----------------------|--|
| 1. PSLU21-0004 | Special Land Use |
| Representative: | Michael Rossen, General Manager |
| Owner: | Meadowbrook Country Club |
| Location: | 40941 Eight Mile Road |
| Request: | Driving range improvements/expansion |
| Action: | Approve, Approve with Conditions, Postpone, Deny |

Township Planner Frey explained that action on this request for special land use approval was postponed at the January 25, 2022 meeting, to give the applicants time to address

concerns expressed during the public hearing and Commission discussion. The conditions from the last review letter had been met, with the exception of a condition to review landscape during final site plan review.

As the public hearing was held at the January 25 meeting, there would not be a formal public hearing tonight, although public comment could be taken.

Members of the development team present this evening included:

- Bryan Amann, PLLC, 1777 Stonebridge Way Court, Canton MI 48188
- Todd Callaway, Meadowbrook Country Club Board Member, 45426 Pebble Beach Court, Northville
- Mike Rossen, Meadowbrook General Manager

Mr. Callaway said that since the last meeting they had conversation with neighbors across 8 Mile Road, and had worked with a golf course landscape architect to provide solutions based on those neighbors' concerns.

Because the maintenance building that is currently on the south side of the golf range will be gone, the center point of the range will be shifted south by 120 feet. There were two basic design standards:

- 1) The average driving distance is 266 yards, and
- 2) The average dispersion is 200 feet to the right or left of the center point.

The center point of the golf range will be 280 feet (rather than the current 134 feet) from the 8 Mile Road right-of-way line, representing a 9 degree shift to the southwest, helping to keep balls from heading toward 8 Mile. The new driving range will be graded from north to south, which will also keep golf balls moving in a southerly direction.

The provided schematic showed existing and new pine trees, the berm extension, and the deciduous trees that will extend south of the berm to act as aiming cues. The design is centered around keeping everyone aiming toward the center line and keeping the 280-foot buffer between the center line and the 8 Mile right-of-way.

Existing plant material along 8 Mile will be supplemented to further define the edge of the hitting zone.

The main tee box area is 270' wide by 150' deep, 10' shallower and 15' wider than what was there today. The proposed range also has a training spot 70' wide by 100' deep, which will only be used with a teaching professional. The ball flight trajectories from the teaching areas were even further away from the 8 Mile right-of-way. The hitting zone was defined on the schematic.

The distance from the front of the range to the westernmost property line and the closest neighbor will be 350 yards, and will also be approximately 21 feet uphill from east to west.

The hours of operation will be 7am to 7pm. The maintenance building is pending site plan approval. The dead or damaged existing vegetation will be replaced.

Commission questions

In response to Commission questions, the applicants gave the following information:

- They were not adding any vegetation at the westernmost (350 yard) property line where there was already thick vegetation.
- While the range itself had shifted about 50' to the west, they were comfortable that the 350 yards to the westernmost property line was more than adequate.
- A net along 8 Mile road was not permitted.
- Even with the proposed changes, lower flight golf balls would be used.
- Meadowbrook would commit to keep the turf farm growing area out of the 50 foot setback next to the residential zoning district.
- At the 266 yard driving distance, a 200 foot dispersion could be expected in either direction; the shorter the shot, the less dispersion.

In response to Commission questions to staff, Township Planner Frey gave the following information:

- There is no driving range setback in the ordinance, but there was the criteria that the applicants show the trajectory, the hitting zone, and methods to mitigate or make improvements over the shortcomings of the previous range.

Commission discussion

- Commissioner Watson agreed that the 350 yard distance, the uphill slope, and the existing vegetation at the westernmost property line was sufficient to screen the residential property there.

MOTION by Watson, support by Ghandi, in the matter of PSU21-0004, Meadowbrook Country Club, that the Planning Commission approve the Special Land Use with the six conditions specified in the Township Planner's January 11 review letter, and including the criteria and findings of the meeting held on January 25, 2022.

Roll call vote: Ayes: Ghandi, Herrmann, McCall, Watson, Wilk, Yang, Zawodny
 Nays: None

Motion approved 7-0.

NEW BUSINESS:

1. PSKPR22-0001

Representative:
Owner:
Location:
Request:
Action:

Sketch Plan Review

Eddie Jarrard
Village at Northville Retail, LLC
15311 Beck Rd.
2nd sign based on having two elevations facing a street
Approve, Approve with Conditions, Postpone, Deny

Referencing her February 10, 2022 memorandum, Township Planner Frey explained that First Watch restaurant at 5 Mile and Beck was requesting a 2nd wall sign. Per the sign ordinance, an additional wall sign may be permitted at the discretion of the Planning Commission, where a non-residential building is orientated such that more than one side of the building can be seen from the road, providing the sign is less than 60% of the maximum sign area allowed or each sign is no greater than 80% of the size permitted for the sign district in which it is located. In this case, the 2nd sign had not been reviewed for ordinance compliance.

Eddie Jarrard, Image Manufacturing Group, LLC, 5405 Buford Highway, Suite 270, Norcross GA offered to answer questions regarding this request.

Commissioner Zawodny said that while the ordinance allowed for a second sign, the request usually was based on the location having a unique circumstance. Given the location of this restaurant at this primary, visible corner, why was the applicant asking for a second sign?

Mr. Jarrard said they were requesting a 2nd sign to increase visibility from both streets.

Commissioner Zawodny explained that the Township was trying to create a village atmosphere at this location, staying away from the appearance of retail strip centers. While acknowledging that compromises had been made over time, Commissioner Zawodny said there was concern about adding more to the retail appearance. This high visibility corner was seen from northbound Beck road, southbound Beck road, and westbound 5 Mile, and even without a second sign the restaurant use would be obvious.

Mr. Jarrard said there were entrances on both sides of the building, and the signs would help identify the locations of those entrances. The sign on the south side was the larger of the two signs.

In response to a question from Commissioner Watson, Mr. Jarrard said the lines on the south side of the building represented awnings that had been previously approved. The awning would help provide for outdoor dining.

In response to a question from Commissioner Ghandi, Commission Zawodny said second signs were not favored in the Township. For instance, CVS was located on a corner and only had one sign, but was a very busy use. The goal was to keep the commercial areas from being too busy visually.

In this case, the Northville Township sign fell immediately behind this site. As someone approached this corner from any direction other than 5 Mile Road heading east, two signs would always be visible. One of the unique conditions for granting a second sign that was typically applied was that the sign was not visible from 50% of the directions approaching the building.

Mr. Jarrad pointed out that First Watch did not have the market recognition of a CVS drugstore. This was a new market for First Watch and they needed to make as much an impact as possible.

Commissioner Zawodny pointed out there was another First Watch restaurant on Haggerty Road.

Commissioner Watson said that the Panera across the street from this location had two signs. The sign facing 5 Mile was lit, and the sign on the side parallel to Beck Road was not. Perhaps having only one lit sign could be a condition of approval, especially as this was a daytime restaurant.

In response to a question, Mr. Jarrad said the individual sign letters were internally lit. Township Planner Frey added that this was an ordinance requirement.

Board Discussion

Vice Chair Wilk asked if the Township had previously conditioned a sign approval on the sign not being lit.

Commissioner Zawodny said that he remembered discussion regarding applying a condition that a sign not be lit, but in that instance the condition was not attached, and he didn't know if any signs in the Township were so limited. He was not supportive of a second sign in general, due to the history of this development and the goals that were trying to be achieved here. Other second signs that had been approved, such as Belle Tire near Meijer and 8 Mile, had real visibility issues. In all instances that he could remember a second sign was granted because the first sign could only be seen by travelers in one direction. In the present instance, the second sign would be the largest sign.

Vice Chair Wilk said First Watch was trying to catch the attention of northbound traffic. While not an unsubstantial chain, First Watch did not have a lot of advertising, and depended on their signage.

Commissioner Herrmann said she did not mind the second sign. It was good to see a business that was doing well.

Commissioner Yang also supported granting the second sign, which would be beneficial to this business as it attracted attention from traffic on Beck Road and Five Mile. This business did not have the name recognition of businesses such as CVS or other national chains, and having the second sign would be important to the restaurant.

Commissioner McCall said the second sign was well within the 80% regulation. He suggested that neither sign be lit in the evenings, but allowed to be lit in the morning.

Township Planner Frey reiterated that such a condition was difficult to enforce.

Commissioner Watson said she did not have a problem with the second sign. It was beneficial to bring traffic into this location, and First Watch was a great amenity for the community. The sign would add to the south elevation, which was otherwise plain.

Regarding whether the sign should be lit or not, the sign would be next to a hotel and not a residential area.

Commissioner Yang agreed that there were no residences that would be impacted by this sign; he didn't mind it being lit 24 hours, as compared to a dark strip mall, for instance.

Commissioner Ghandi said the hotel next door was very well lit, and an additional sign did not impact what that part of 5 Mile Road looked like aesthetically.

Commissioner Zawodny said that when this particular tenant claimed that a second sign would add success to their business, did that mean that other restaurant owners in the middle of the district who did not have a second sign were less successful? Would allowing a second sign at this visible corner set precedent and encourage other business owners to ask for the same consideration? The Planning Commission's role was to provide some oversight to the commercial development in the Township, including how such things as signs impact the image of the community. He believed First Watch would be just as successful with one sign as with two.

Vice Chair Wilk opened the meeting to public comment. Seeing that no public indicated they wished to speak, Vice Chair Wilk closed the public comment and brought the matter back to the Commission for further discussion and/or a motion.

Commissioner Herrmann was in favor of allowing the sign to be lit during the hours the restaurant was open. Enforcement could be complaint-driven. However, she did feel the Commission should be consistent in how it applied the standards.

Township Planner Frey pointed out that the ordinance did not limit signs to only be lit during operational hours, and no other retailers in that area had that limitation.

Commissioner Zawodny said that from the beginning, this corner and the Village at Northville Development had been discussed as the gateway to Northville. A gateway should call attention to the Township, and not to specific retail development. It was important to respect the ordinance, which granted the right to have one sign for one site, and while it gave the Commission discretion to vary from that, there needed to be some real reason to deviate from the ordinance's intent, which was for one sign only.

Commissioner Wilk said that as described in Township Planner Frey's memo, the criterion to grant a second sign was: *an additional wall sign may be permitted at the discretion of the planning commission, where a non-residential building is orientated such that more than one side of the building can be seen from the road.* This building met that

criterion. The choice seemed to be to have a brick wall with no sign, or a brick wall with a sign that was lit, partially lit, or not lit.

Vice Chair Wilk indicated he was ready to entertain a motion.

MOTION by Herrmann, support by McCall, in the matter of PSKPR22-0001, to approve the second sign as requested for First Watch restaurant, 15311 Beck Road, with the sign on Beck Road being lit and the sign facing 5 Mile not lit, subject to both signs meeting ordinance requirements per the Building Department’s review.

Motion discussion:

Commissioner Watson was in support of the motion. Commissioner Yang agreed. Commission Ghandi was ambivalent regarding the lighting restriction, but would support the motion.

Vice Chair Wilk thought the motion offered a reasonable compromise.

Roll call vote: Ayes: Ghandi, Herrmann, McCall, Watson, Wilk, Yang

 Nays: Zawodny

Motion approved 6-1.

2. Public Hearing

PPUDA21-0003

Representative:

Owner:

Location:

Request:

Action:

Planned Unit Development Amendment

Steve Friedman, Northville Five, LLC

Northville Five, LLC

Northwest corner of Beck & Five Mile Rds.

Amendment to the commercial component of the Village at Northville PUD

Recommendation to Board of Trustees

Referencing her February 7, 2022 review letter, Township Planner Frey gave the background and review for this application for an amendment to the commercial component of the Village at Northville PUD.

The total square footage of the current commercial component was 87,191sf. The total square footage of the proposed commercial was 71,356 sf. The plan did not identify if there was an increase or decrease in the overall density for the townhome component.

The plan was approved in 2016 for the entire 52-acre parcel, and included the retail on the current corner (the subject of tonight’s presentation), in addition to the single family homes, the townhomes and the loft apartments, supplying a mixed use component, with two restaurants approved for the corner. In 2018 the plan was amended to allow a revision to the location of the retail, elimination of the restaurants at the corner of 5/Beck and the addition of a hotel. As originally intended, the commercial component

was to serve as an anchor for the project and be designed to promote pedestrian access and use.

The request tonight was to make the following modifications to the commercial component:

1. Reduce the size of the proposed specialty grocery store from 40,000sf to 15,103sf.
2. Relocate the proposed specialty grocery store to the east, fronting on Beck Rd.
3. Eliminate the proposed freestanding full service restaurant.
4. Add a two-story 20,800sf medical office building to the center of the site.
5. Add 28 additional townhomes on the east side of the existing ones, where the 40,000 sf specialty grocery store is currently approved.
6. Add 8 additional townhomes on Village Blvd, where a single story office building is currently proposed.

The Planning Commission should look at this request in context, in terms of whether the proposed modifications reflect the original intent of the PUD to create a village with retail that produced a desirable mix of goods and services, and that integrates the uses with well-designed pedestrian connections. The Commission should also look carefully at the density of the townhomes, and the specialty grocery in terms of its use and its modified layout. At one time it was important that this development had a grocer component. In the context of the overall development, what was the Planning Commission trying to achieve, and will this modification achieve that?

Tonight's request was for a recommendation from the Planning Commission to the Township Board, who will approve or deny the request. The Planning Commission will hold a public hearing tonight before making its recommendation.

In response to questions from the Commission, Township Planner Frey gave the following information:

- In the multifamily zoning district, up to 8 units per acre were permitted by right, with up to 8-12 units per acre considered under a special land use request.
- With the exception of the Lofts, there was no project in the Township that met the 8 units per acre. Most developments were 4.5 – 6 units per acre at most.
- 283 units were planned right now for the Lofts.
- The 8 units per acre would apply to the townhome portion of the development. The Commission needs to understand the density of the townhome portion with the proposed additional townhomes.
- The Commission needs to determine if it is comfortable increasing the residential component.

Vice Chair Wilk invited the applicants to give their presentation.

John Ackerman, Atwell, 2 Town Square, Southfield, was present on behalf of this application. Tom Herbst, Northville Five LLC, 6400 Telegraph, Bloomfield Township, was also present, as was Jason Harrison, Chief Operating Officer, IHA, 24 Frank Lloyd Wright Drive, Ann Arbor.

Mr. Ackerman gave some history of the development, and overviewed the site generally. He directed the Commission's attention to retail buildings E, F, and G directly on the southwest corner. First Watch had just signed a lease on the very southern end cap and there were still two remaining vacancies within those buildings.

Mr. Ackerman made the following points:

- The developer had been aggressively seeking tenants for the buildings for several years.
- The original PUD had a 51/49 percent mix between the restaurant and retail components. The applicants were requesting a 60/40 mix, for the restaurant side without a bar.
- The hotel will open in about 2 weeks.
- This evening they were asking for the addition of medical office building, the additional townhomes, and the relocation and a reduction in size for the overall grocer.
- 36 additional townhomes were proposed. While similar to what was on the site now, the new townhomes would not have steps, and the front grade and rear grade would be the same. The northern townhome on the south side of the Boulevard worked as a bookend for the loft building across the street, helping to encase the boulevard entrance.
- The remaining four buildings were all internalized to keep all the parking internal. The applicants would change the parking for building 14 to parallel parking, to match the rest of the townhome development facing the park, and move the angled parking to the south side of the quadrant, where it could be utilized as overflow parking for the hotel and for the medical office building.
- The townhome units will be two car rear entry garages, with 20 feet of apron parking behind the garages.
- The developers marketed the grocer space nationwide for 5 years, without success. Feedback stated there were not enough rooftops to support a grocer, especially to the west, where there was a landfill and then a very rural community. The developer no longer believed a grocer would work internal to the site.
- However, several smaller grocers had reached out regarding the possibility of fronting on Beck Road. While the applicants did not have a tenant yet and they didn't know when they would have one, based on conversations with interested grocers, they were requesting through a PUD amendment to have the ability to place a grocer on Beck Road. Once the lofts were complete and the additional townhomes were in, they felt they could fill that space, and would bring design plans in at that time.
- The uses before the Commission this evening were what the development professionals state are the most marketable and successful options for the build out of this overall development.

Vice Chair Wilk pointed out that the developers thought this was the most marketable use of the location but there was no tenant in mind. There was not a layout or design to be presented. He felt this was a confusing presentation.

Mr. Ackerman said the intent was to have a grocer, which everyone wanted, and he felt a small specialty grocer that had pre-packaged foods, deli sandwiches, seasonal products, and an outdoor patio could be very successful there, with the changes as proposed.

Mr. Ackerman continued that the healthcare industry had expressed interest in the site and the proposed plan reflected the addition of a two-story medical office building. The PUD restricted some medical/healthcare options but the Agreement was drafted before Covid, and the market had changed dramatically since that time. In the past 3 years it had become clear that medical/healthcare was a complementary use that was needed in the region.

Mr. Harrison said that IHA was part of Trinity Health, and operated about 120 outpatient practices across Southeast Michigan. They were proposing a 2-story building, with first floor adult primary care, urgent care, lab services and X ray. The second floor would house physical therapy, pediatrics and OB GYN.

Mr. Ackerman said the medical building would have an approximately 10,400 sf footprint, with approximately 20,000 sf of useable space. They would address the original site plan by providing minimum 15 foot wide sidewalks, raised planters, decorative stamped concrete, street trees, etc., with that same kind of element proposed for the eastern front edge of the townhomes. and around the facade of the grocer.

Changes in footprints, use sizes, townhome units, parking, and layout were provided in the submitted documents. More parking was provided than needed. They would work with the traffic consultant to widen the boulevard to help reduce traffic conflicts, as noted in the traffic consultant's review.

Commission questions:

The applicants responded to Commission questions as follows:

- They did not have a before and after comparison (reflecting the proposed changes) of townhome square footage. A rough calculation would be 36 x 1800sf.
- Mr. Ackerman described the townhome parking and traffic circulation.
- Townhomes were approved in 2018; the 64 townhomes sold out in about 1.5 years. There was interest in additional townhomes on the site.
- Single family homes are almost sold out; final closings will be in June 2022.
- Mr. Harrison indicated that IHA was prepared to move forward with the medical office building, if the PUD amendment is approved.
- The applicants were asking for the ratio for buildings F and G to be 60% restaurant/40% retail.
- No builder was under contract for the additional townhomes, but if the townhomes were approved, the applicants felt they would move ahead quickly.
- The new townhomes would eliminate the front steps, and the door would be at grade, with a single level first floor going to the back garage.

Commissioner Watson said the biggest unknown was the grocer, and there were significant doubts as to whether that use would ever be filled.

Commissioner Herman's biggest concern was the residential component. She did not like the new townhomes and the density being added to the site. Her concern was for the existing residents, and she felt the proposed changes did not benefit them. She believed that the baseline should be "where we are right now" and whatever goes in now should not increase density, and should be an amenity to the community, that a percentage of the residents could be expected to use with regularity in a measurable way. The health care could be an amenity, although she was not sure she liked the location.

Vice Chair Wilk called a short break at 9:19 pm and reconvened the meeting at 9:24 pm.

Vice Chair Wilk made some comments regarding the fundamental nature of zoning, and opened the public hearing at 9:26pm.

Carol Seneker, 47893 Fieldstone Drive, moved to a single family home in the Village at Northville in 2019. She made the following points:

- The developers were unresponsive, would not attend HOA meetings.
- Townhome residents park in front of their homes. Placing townhomes at the entrance drive would result in nothing but cars parked along the street.
- During soccer games people come into the subdivision to park.
- They moved to the Village for the promised amenities, the ability to walk to get coffee, or to a grocery store. Now things are changing, those amenities are being taken out, and a medical building is being proposed. She would have a view of the medical building from her windows.
- When they moved to the Village, there was supposed to be retail and residential, and nothing commercial. This was being changed without talking with the existing residents.

Viola Gowen, 47975 Leland Drive, said she was a new resident of the community. She had moved from Plymouth which had great walkability, and thought she would be getting that in the Village. But not having the ability to walk to amenities or having to walk around an office building was not what she had bought into. She had liked the community because it had children, but with the increased congestion and lack of walkability, the community would not be safe for children.

Cameron MacKellar, 48004 Fieldstone, said they had moved to the Village from West Bloomfield because they had been sold on the idea of the Village. They saw a vacant lot, a building plan and a site map, and were presented with a walkable community with retail. They invested in that community. Now the developers were asking for changes to benefit the developers, not the people who believed in the idea of the Village. Also, he did not find out about this meeting until last night.

Victoria Evans, 48004 Fieldstone, agreed with comments already made. They were willing to wait to get the right amenities for the neighborhood and their families.

Marcela Migliori, 47861 Fieldstone Drive, agreed with comments already made. She asked if the urgent care portion of the medical building would be staffed with mid-levels or physicians. Will there be narcotics dispensed? Even with the best of intentions, an urgent care will bring a different type of use and clientele to the community.

Seeing that there was no other public that indicated they wished to speak, Vice Chair Wilk closed the public hearing at 9:45 pm and brought the matter back to the Commission for discussion.

Commissioner Zawodny expressed appreciation for the residents who spoke this evening. He especially appreciated the comment that the residents were willing to wait for the right amenities. His thoughts and considerations were summed up by the speakers. He spoke to the importance of planning, of listening to the residents, and the fact that over time the original concept of the Village at Northville had been weakened. Plans and visions approved at the onset and believed by the residents needed to be honored. While it was important for a development to be successful, decisions that would last decades should not be based on a 2 year pandemic. It was important not to reach for a quick fix, but for a right fix.

The comments about marketing aggressively nationwide were confusing. Buddy's was originally going to come to this development, and while eventually they didn't, they did locate close by and a new restaurant pad was going in next door. Hearing that things will never work, but then seeing that they will work in close proximity, was confusing.

Commissioner Zawodny was not entirely opposed to the clinic, if it was located and planned correctly, in the private sector. Tonight's proposal would increase the land usage for residential to nearly 83% of the land of the development being residential. The original vision was for a village. One of the greatest concerns was that the development was going to become a residential subdivision. There was a balance that had been lost. Planning should not be done by lease negotiations.

Vice Chair Wilk said that land use and zoning was about expectations and meeting those expectations. When someone buys a piece of land that is zoned PUD for a particular use, the expectation of the people involved is that is the use they will get, even if they have to wait. There were residents who made purchases predicated on a site plan, but it did not appear that those residents have been given the type of site plan that they were sold.

Vice Chair Wilk agreed with the comment about not being able to build a restaurant, when restaurants were being built close by. First Watch was moving in. The idea of the 15,000 sf grocer brought to mind examples where popular small grocers used up all the available parking, so that no other business wanted to locate close by.

Vice Chair Wilk explained the noticing process for public hearings, and stated that all Planning Commission meetings were open to the public. He encouraged the public to sign up for the Township's listserv for receiving notices of agendas and meetings.

Commissioner Herrmann encouraged residents to attend Board of Trustee meetings, which were always the 3rd Thursday of the month. She was a Trustee, and was the Board of Trustee's liaison on the Commission.

Vice Chair Wilk invited the applicants to respond to the public comment.

Mr. Ackerman said the developers present this evening were not MIHomes, which was a separate entity. However, he would relay the information presented this evening to MIHomes. In terms of the current proposal, the applicants had heard the concerns called out this evening.

Mr. Harrison said IHA was a group of approximately 70/30 physicians/mid-levels. In terms of controlled substances, their facility would prescribe a much lower level than an ER. The urgent care would cater to pediatric needs, common health concerns, with some acute care needs. Their demographics were more or less the residents that live around where their centers were located. The urgent care would be open 7am to 9pm, Monday through Friday, and 8am to 6pm on Saturday. Hours for medical offices would be 8am to 5pm. There would be some ambulance service, although that was infrequent.

Vice Chair Wilk said that it did not appear the Commission was inclined to give a favorable recommendation to this proposal.

Mr. Ackerman said they would like to request that their application be tabled. The development team needed to absorb and talk about the feedback they had received. He asked how the Commission felt about the request for a medical office facility as part of the PUD development.

Vice Chair Wilk summarized Commission concerns so far:

- Adding 36 townhomes, bringing the number of townhomes to 100: If the original request had been for 100 townhomes, the request would have been denied. That amount of residential was not what the Commission wanted.
- Loss of the 5,000sf office building, in return for a 22,000sf medical building.
- Inability to find a grocer. Putting a grocer by Beck Road would further limit walkability, and the grocer would no longer be an anchor.

Commissioner Herrmann reiterated her comments of 1) no increased density, and 2) whatever was added needed to be an amenity – something that will be a bonus to the community. As a 3rd point, and as chair of the Pathways Committee, Commissioner Herrmann strongly prioritized walkability, both internal to the site and with connections to the greater community.

Commissioner Yang expressed appreciation to the residents who had spoken. He was also concerned about density on this site. He understood the resident's concern regarding traffic and safety, including safety for the children. He thought that having a medical building with potential ambulance activity was not appropriate in the middle of a residential area.

Commissioner McCall was also concerned about the increased density. Based on the public comments, residents were sold on a certain site plan, which transaction was then based on a common contract between the developers and the residents. Agreeing to the proposed changes was helping break that contract. He agreed with the residents that were willing to wait for the right amenities for this site. He encouraged the developers to think about a profitable way to move forward in a manner that also helped the residents.

Commissioner Watson addressed the ratio of restaurant to retail. She did not oppose changing the ratio which she felt would encourage more restaurants to come in, and bring more amenities to the residents and larger community.

Township Planner Frey explained that the proposal would remove a full service restaurant pad. Buildings F and G had a limitation on the retail to restaurant mix because of parking requirements; restaurants required more parking. This would have to be addressed if the ratio was changed. The applicants would like the two remaining vacant spaces in F and G to be restaurant spaces.

Regarding the medical building, Commissioner Herrmann said that she thought ambulance activity was very rare at an urgent care.

Commissioner Zawodny said that while he agreed ambulances were used rarely at urgent care facilities, ambulance activity did happen, because people did not always understand that an urgent care was not a full service hospital. For him the issue still remained as to whether a medical building was part of the vision people bought into when they purchased their homes. Was there a real effort being made in the planning of this facility to address ideas of continuity, walkability, and cohesiveness of the community?

Mr. Ackerman asked that PPUDA21-0003, application for a PUD amendment, be withdrawn this evening.

Township Planner Frey advised that any new plan submitted would be publicly noticed. However, residents should still be on the listserv and pay attention to the agendas on the Township website, because the applicant could come in for a study session, for instance, which would be a public meeting, but would not be noticed as a public hearing.

OTHER BUSINESS

1. Resolution – Capital Improvements Program

Township Planner Frey explained that the Board of Trustees passed a resolution at their January meeting to not have the Capital Improvement Plan (CIP) come to the Planning Commission. The Planning Commission was being asked to approve a similar resolution, as provided in tonight's packets. The State Act states that the CIP come to the Planning Commission unless the governing body waves that process. The CIP was a Board of Trustees document, developed by the Board to prioritize capital improvement goals, and which the Planning Commission was then asked to approve.

Commissioner Herrmann further explained that the CIP was a lengthy budget planning document, most of which was not related to the Planning Commission.

Vice Chair Wilk agreed with this action, as the Planning Commission was not engaged with the CIP process.

MOTION by Yang, support by Herrmann, to approve Resolution to Exempt Planning Commission from the Capital Improvements Process and delegate that authority to the Township Board of Trustees.

Roll call vote: Ayes: Ghandi, Herrmann, McCall, Watson, Wilk, Yang, Zawodny

Nays: None

Motion approved 7-0.

2. Election of officers – Chair and Vice Chair

Vice Chair Wilk thanked Eric Lark for his service on the Commission, and welcomed new Commissioner Ghandi.

After discussion, the following motion was offered:

MOTION by McCall, support by Zawodny, to nominate and elect Commissioner Matt Wilk as Chair, and Commissioner Gary Yang as Vice Chair, of the Planning Commission.

Roll call vote: Ayes: Ghandi, Herrmann, McCall, Watson, Wilk, Yang, Zawodny

Nays: None

Motion approved 7-0.

3. Appoint ZBA Liaison

Township Planner Frey explained the role of the Zoning Board of Appeals liaison, which was to represent the Planning Commission as a ZBA member. Commissioner Ghandi said he would serve as the ZBA liaison.

MOTION by Herrmann, support by McCall, to appoint Commissioner Ghandi as ZBA liaison.

Motion carried unanimously by voice vote.

DEPARTMENT REPORTS:

Township Planner Frey:

- Master Plan RFQ Update
- No February ZBA meeting

The Commission discussed ways to organize meeting materials for ease of use.

EXTENDED PUBLIC COMMENTS:

Linda Malec, 20557 Wintergreen Circle, addressed issues of public process, and asked that public notices go beyond the 300' legal requirement. She asked that more documentation regarding the applications be posted online – site plans, etc. She noticed that Mr. Lark was not thanked nor was new Commissioner Ghandi welcomed until the end of the meeting. Could the Planning Commission meetings be video recorded or streamed live?

Ms. Malec addressed the issue of the proposed medical building in the Village at Northville; she felt there were several such facilities close by and wondered whether concentration of similar businesses was something that should be discussed. Last, she thanked Commissioner Zawodny for his thoughtful presentation this evening.

Commissioner Herrmann said that she would like the question of how many/location of urgent cares be discussed should the issue arise again.

ADJOURNMENT

MOTION by McCall, support by Herrmann, to adjourn the meeting at 10:46 pm.

Motion approved unanimously by voice vote.

NORTHVILLE TOWNSHIP BEAUTIFICATION COMMISSION MINUTES MARCH 1, 2022

In attendance: Shannon Coker, Lynne Mosteller, Sharon Smith, Sally Hayes

- 1) Agenda was approved with no changes. The commissioners welcomed Shannon Coker, Assistant Parks and Rec Director, as our new liaison.
- 2) Meeting minutes from October 5, 2021 approved, motion made by Sharon, 2nd by Sally
- 3) Bennett Arboretum Path update – Sharon has researched how to buy plants to restore the lower bricks in the living walls. She suggests ordering from Feral Flora in Ann Arbor, they have an open house in June, we can order online then pick up. She estimates \$50 - \$75 per flat of 30 plants. Sharon hopes to dig up more wild strawberry from the plateau areas to save money. We need to decide on a simple design and then determine number of plants that must be ordered. Sharon shared information for Shannon to take to the Township to determine if the BA living walls can be approved as a Master Gardener approved site which will allow Master Gardeners to gain hours of work at the wall to be applied toward their mandatory hour requirements. It will be a great way to add extra volunteers to help with replanting and weeding the walls. The Township would act as a ‘partnering group’ and Sharon would be the lead of the MG group of volunteers. Sharon also asked if the Township could hold a ‘fund’ for the BC which would be dedicated to holding donations from the public for the BC to use as needed, Shannon will inquire on the possibility.
- 4) 2022 New project ideas – Lynne suggested three: 1) Have the BC offer help to restore the beauty of the back waterfall area of Township Hall 2) Add a Little Book Library box to the Friendship Garden (Shannon will inquire and she added that the Rotary has recently pulled their Little Libraries down for repainting and they may have an extra box) 3) The BC assist the Township with making requests to Meijer and Home Depot for restoration of the Township signs. Perhaps the Township can replace the older blue and white woods welcome signs located in the Township.
- 5) Budget update – Shannon reports the BC has a \$3000 budget to use as needed Jan 1st-Dec 31st 2022. Lynne shared a breakdown of how the 2021 budget was spent.
- 6) New business – We are uncertain as to whether the annual luncheon will be held this year. Shannon is a Rotary member and will ask if any plans have been made for 2022.
- 7) Unfinished business – The BC must decide budget and plantings for seasonal displays in the new planter urn in front of Township Hall. It was agreed that it would be nice to mirror the City display in their large urn above the fountain downtown. The City uses plants that don’t require deadheading. Brandon, Facilities Manager, has confirmed the water scheduled for the urn has been added to weekly maintenance duties. Lynne will reach out to Lori Ward of the DDA and to Diane P from the City BC. The winter display turned out well, lessons were learned for this winter, Sharon suggests maybe we just plant the urn and not the flagpole area so they don’t compete with one another.

NEXT MEETING MARCH 1, 2022

1.A.5

**TOWNSHIP OF NORTHVILLE
MARCH BOARD OF REVIEW
MEETING MINUTES
3/08/2022**

Organizational Meeting

On Tuesday, March 8, 2022 at 9:00 a.m. the members of the Board of Review convened in person at Northville Township Hall to review the 2022 Computerized Assessment Roll, Wayne County Equalization L-4018, STC Bulletin #15 and 1819, CPI Calculation Formula for 2022; 2022 Poverty Guidelines and Applications and the 2022 Sales Data for the 2022 assessment period.

Members Present

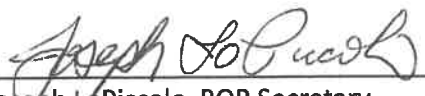
- Joseph LoPiccolo
- Robin Schleh
- Carl Schleh
- Paul Ghraib
- Walter Pytlak

Also Present

- Holly Cozza, MAAO
- Rachel Pappas, MCAO

A motion was made by Robin Schleh supported by Joseph LoPiccolo to elect Carl Schleh as Chairman of the Board. A motion was made by Robin Schleh and supported by Carl Schleh to elect Joseph LoPiccolo Board of Review Secretary. Both will serve for the remaining calendar year.

The meeting adjourned at 10:00 a.m. until their next scheduled public meeting.



Joseph LoPiccolo, BOR Secretary

**TOWNSHIP OF NORTHVILLE
MARCH BOARD OF REVIEW MEETING MINUTES
03/14/2022**

First Public Hearing

On Monday, March 14, 2022 the members of the Board of Review convened at 9:00 a.m. at Northville Township Hall to conduct hearings of protest, review write-in appeals, Disabled Veteran Exemptions and Poverty applications.

Members Present:

Carl Schleh
Joseph LoPiccolo
Robin Schleh

Others Present

Holly Cozza, MAAO
Rachel Pappas, MCAO

The meeting adjourned at 12:00 noon until the next scheduled meeting.

At 1:00 p.m. the Board reconvened to continue to hear appeals of protests, review write-in appeals, Disabled Veteran Exemptions and Poverty Applications.

The Board adjourned at 4:00 p.m. until the next scheduled meeting.



Joseph LoPiccolo, Board of Review Secretary Board

**TOWNSHIP OF NORTHVILLE
MARCH BOARD OF REVIEW MEETING MINUTES
03/15/2022**

Second Public Hearing

On Tuesday, March 15, 2022 the members of the Board of Review convened at 1:00 p.m. at the Northville Township Hall to conduct hearings of protest, review write-in appeals, Disabled Veteran Exemptions and Poverty applications.

Members Present:

Carl Schleh
Joseph LoPiccolo
Robin Schleh

Others Present:

Holly Cozza, MAAO
Rachel Pappas, MCAO

The meeting adjourned at 4:00 p.m. until the next scheduled meeting.

At 6:00 p.m. the Board of Review reconvened to continue hearing appeals of protest, review write-in appeals, Disabled Veteran Exemptions and Poverty Appeals. The meeting

The meeting adjourned at 9:00 p.m. until the next scheduled meeting.



Joseph LoPiccolo, Board of Review Secretary

**TOWNSHIP OF NORTHVILLE
MARCH BOARD OF REVIEW MEETING MINUTES
03/17/2022**

Third Public Hearing

On Thursday, March 17, 2022 the members of the Board of Review convened at 9:00 a.m. at Northville Township Hall to conduct hearings of protest, review write-in appeals, Disabled Veteran Exemptions and Poverty applications.

Members Present:

Carl Schleh
Joseph LoPiccolo
Robin Schleh

Others Present

Holly Cozza, MAAO
Rachel Pappas, MCAO
Aaron Powers, MMAO

The meeting adjourned at 11:00 a.m. until the next scheduled meeting.

At 6:00 p.m. the Board of Review reconvened to continue to hear protest of appeals, review write-in appeals, Disabled Veteran Exemptions and Poverty applications.

The Board adjourned at 8:00 p.m. and was the final adjournment of public hearings.



Joseph LoPiccolo, Board of Review Secretary

County

March Board of Review / Assessment Roll Corrections

2022 March Board of Review Summary - Grand Recap

NORTHVILLE TOWNSHIP

2022 Corrections

	<u>2022 Original Value</u>				<u>2022 Corrected Value</u>				<u>2022 Change in Value</u>					
	<u>SEV</u>	<u>Capped</u>	<u>IV</u>		<u>SEV</u>	<u>Capped</u>	<u>IV</u>		<u>SEV</u>	<u>SEV</u>	<u>IV</u>	<u>IV</u>		
Ad Valorem - Real														
Agricultural Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Real	1,954,400	1,839,641	1,839,641	1,839,641	1,954,400	1,839,641	1,839,641	1,839,641	0	0	0	0	0	0
Industrial Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Developmental Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Timber Cutover	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential Real	10,433,300	9,157,127	9,398,407	9,398,407	3,786,200	3,626,631	3,710,355	3,710,355	-6,647,100	-6,647,100	-5,688,052	-5,688,052	-5,688,052	-5,688,052
Total Real	12,387,700	10,996,768	11,238,048	11,238,048	5,740,600	5,466,272	5,549,996	5,549,996	-664,710	-664,710	-568,805	-568,805	-568,805	-568,805
Ad Valorem - Personal														
Agricultural Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Personal	37,500	37,500	37,500	37,500	0	0	0	0	-37,500	-37,500	-37,500	-37,500	-37,500	-37,500
Industrial Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Utility Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Personal	37,500	37,500	37,500	37,500	0	0	0	0	-37,500	-37,500	-37,500	-37,500	-37,500	-37,500
Special Acts - Real														
CFT Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CFA/CFR	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IFT Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
NEZ Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Special Acts Real	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Special Acts - Personal														
CFT Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
IFT Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Special Acts Personal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Totals:	12,425,200	11,034,268	11,275,548	11,275,548	5,740,600	5,466,272	5,549,996	5,549,996	-6,684,600	-6,684,600	-5,725,552	-5,725,552	-5,725,552	-5,725,552

I.A.G.

TO: Northville Youth Network Commission, Northville City Council, Northville Township Board of Trustees, Northville Public Schools Board of Education

CC: Todd Mutchler, Patrick Sullivan

FROM: Amy Prevo

DATE: April 5, 2022

NORTHVILLE YOUTH NETWORK PROGRAM REPORT

Teen Talk
WW
YAB
Consortium

PROGRAMS, SERVICES & COMMUNITY PARTNERSHIPS

This month we began two new cohorts of Teen Talk with nine diversion program participants. We ran two groups; one for middle school ages and one for high school ages. The Youth Action Board met to continue planning for their service project of providing three student-led drop-in tutoring sessions for grades 6-12 to be held beginning in April. We also discussed potential activities they could do in the schools for Mental Health Awareness Month. We also held a Wellness Wednesday workshop for teens, *Go Beyond Managing: Influence Your Stress* that focused on how to proactively calm the body's stress response and reduce the negative effects of stress.

I attended the NPS Health Advisory Board meeting where we discussed and provided input on the district's draft equity statement. I co-chaired the Northville CARES meeting featuring invited guests from Reset Brain and Body, a local behavioral health provider, shared information about their services as well as their plans to start a non-profit organization which may provide opportunities for future partnerships. I also attended a monthly consortium meeting of all partners (Hegira health, NTPD, NPD, etc.) regarding the embedded social worker to discuss matters relating to the partnership, specifically reviewing funding sustainability strategies.

GENERAL OPERATIONS

We met with communications staff to review the NYN website. We also completed the NYN 2021 Annual Report and the 2023 budget narrative.

YOUTH SUPPORT SERVICES

The tables below indicate the status of referrals for the month of March. The first table shows the number of clients who are new, in progress, or have been discharged during this period. The second table shows a more detailed breakdown of referrals by type received to date.

NYN March 2022 Referrals			
	New	In Progress	Discharged
Youth Assistance	3	5	13
Case Management	11	16	2
Resource Referral	1	N/A	N/A

Youth Assistance Program Referrals from NPS or Law Enforcement

Infraction	Number of Referrals	Month												
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Drug/Alcohol	6	5		1										
Vape/Tobacco	5	4		1										
Anger Management														
Assault	2	2												
Harrasment/Bullying														
Truancy														
Decision Making														
Desctuction of Property														
Retail Fraud														
Theft/Larceny														
Other	9	6	2	1										
TOTAL YAP REFERRALS TO DATE	22	17	2	3	0	0	0	0	0	0	0	0	0	0

Non-Youth Assistance Program Referrals from Parents or Other Source

Area of Support	Number of Referrals	Month												
		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
Casework Services	30	12	7	11										
Referral Services	12	9	2	1										
TOTAL PARENT/OTHER REFERRALS TO DAT	42	21	9	12	0	0	0	0	0	0	0	0	0	0

TOTAL REFERRALS TO DATE **64** **Monthly Total** **38** **11** **15** **0** **0** **0** **0** **0** **0** **0** **0** **0**

Non-Youth Assistance Program Referrals by Reason

Reason	#	%
Behavioral health issues (depression/anxiety)	21	50%
Suicidal ideation/attempt	9	21%
Substance use	1	2%
Self-harm	2	5%
Eating disorder	1	2%
School performance/avoidance issue	2	5%
Relational issues/family conflict	1	2%
Behavioral/conduct issues	2	5%
Grief/loss	3	7%
Other	0	0%

I.A.7



Memo

To: Mark J. Abbo, Township Supervisor
Board of Trustees

Cc: Todd Mutchler, Township Manager/Public Safety Director

From: Wendy Hillman, Finance and Budget Director

Subject: Finance Reports – March 2022

Date: April 21, 2022

BOARD OF TRUSTEES

Mark J. Abbo, *Supervisor*
Roger Lundberg, *Clerk*
Jason Rhines, *Treasurer*
Scott Frush, *Trustee*
Mindy Herrmann, *Trustee*
Cynthia Jankowski, *Trustee*
Christopher Roosen, *Trustee*

Please find enclosed the monthly finance reports as follows:

1. Cash Summary by Fund (March)
2. Cash Balances by Investment (March)
3. Balance Sheet by Fund (March)

Cash Summary by Fund provides monthly increases (debits) and decreases (credits) to the Township's cash and investment accounts. The total cash and investment portfolio on March 31, 2022 is \$115,533,408. The Township pools its main disbursement account.

Cash Balances by Investment provides an investment breakout, by Fund, of the total portfolio of \$115,533,408.

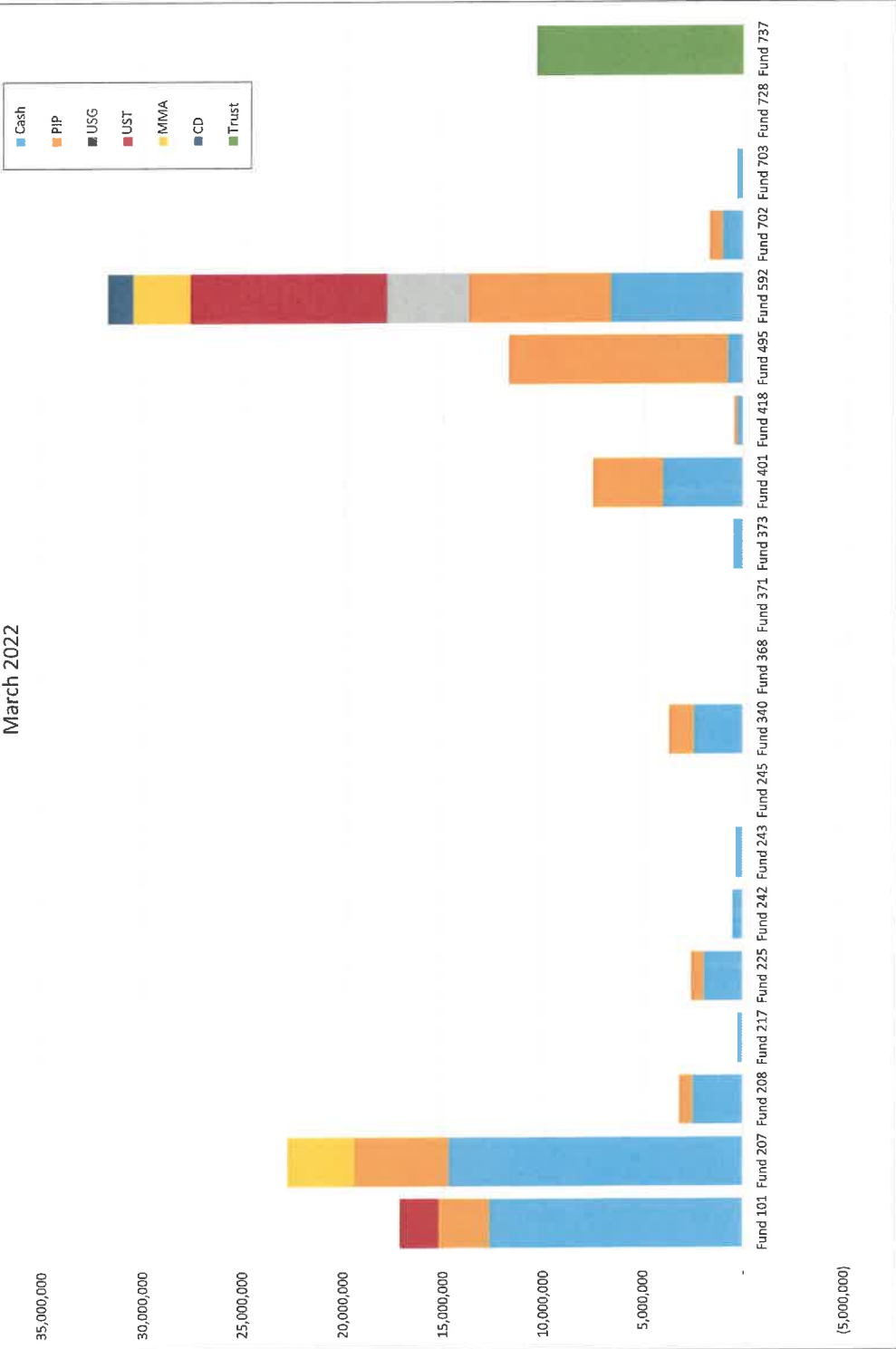
Balance Sheet by Fund provides the fund equity position on March 31, 2022, summarized by account type. Millage funds recognize property tax revenue early in the fiscal year, as indicated by high fund balance at the beginning of the fiscal year. This fund balance decreases during the year as expenditures are incurred.

CASH SUMMARY REPORT FOR NORTHVILLE CHARTER TOWNSHIP

From 03/01/2022 to 03/31/2022
 FUNDS: 592, 207, 101, 702, 217 (18 more)

Fund Description	Beginning Balance 03/01/2022	Total Debits	Total Credits	Ending Balance 03/31/2022
101 General Fund	17,172,536.10	2,952,157.13	2,945,599.59	17,179,093.64
207 Public Safety	19,084,649.46	5,065,759.61	1,379,917.71	22,770,491.36
208 PARKS, RECREATION & SENIOR SERVICES FUND	3,153,652.13	206,211.34	140,169.54	3,219,693.93
217 Youth Assistance	192,206.06	94,530.00	13,447.29	273,288.77
225 Shared Services	2,160,368.56	575,407.44	94,530.00	2,641,246.00
242 Five Mile Brownfield Revolving Fund	489,417.64	75,363.21	0.00	564,780.85
243 Seven Mile Brownfield Redevel Authority	354,194.08	11,725.27	0.00	365,919.35
340 7 MILE & HAGGERTY PROPERTY BOND DEBT	4,772,532.13	497,506.21	1,520,111.90	3,749,926.44
368 EDENDERRY PAVING SAD#27 P#5 DEBT SERVIC	46,691.22	0.00	48,956.25	(2,265.03)
373 2012 Refunding Debt	509,882.02	0.00	0.00	509,882.02
401 CAPITAL PROJECTS	7,290,042.92	330,828.37	18,671.82	7,602,199.47
418 Tree Fund	497,894.24	5.90	0.00	497,900.14
495 Seven Mile Construction Fund	11,804,914.32	2,563.97	0.00	11,807,478.29
592 Water and Sewer Fund	31,923,300.27	1,140,878.37	1,179,434.64	31,884,744.00
702 Escrow Fund	1,701,346.10	64,582.58	14,178.83	1,751,749.85
703 Current Tax Fund	13,446,584.70	31,915.41	13,155,985.06	322,515.05
728 Economic Development Corp	1,105.11	0.00	0.00	1,105.11
737 Other Post Employment Benefits Trust	10,308,883.87	156,157.83	71,382.74	10,393,658.96
REPORT TOTALS:	124,910,200.93	11,205,592.64	20,582,385.37	115,533,408.20

Deposit and Investment Balances by Fund March 2022



Diversification by Sector

Cash
Cash & Interest Checking Accounts
Public Funds Investment Pools
U.S. Govt Agencies
U.S. Treasury Securities
Money Market Accounts
Certificates of Deposit
Trust

BALANCE SHEET FOR NORTHVILLE TOWNSHIP
MONTH ENDING 03/31/2022

FUND	FISCAL YEAR-TO-DATE 3/31/2021	FISCAL YEAR-TO-DATE 3/31/2022
Fund 101 - GENERAL FUND		
Assets		
ACCOUNTS RECEIVABLE	\$ 48,160	\$ 422,314
CASH	10,673,291	12,714,708
DUE FROM OTHER FUNDS	13,822	-
INVESTMENTS	2,540,458	4,464,386
OTHER ASSETS	97,956	108,993
TOTAL Assets	\$ 13,373,687	\$ 17,710,401
Liabilities		
ACCOUNTS PAYABLE	\$ 22,372	\$ 68,836
DUE TO OTHER FUNDS	-	1,650
LIABILITIES - SHORT TERM	-	373,198
LIABILITIES - LONG TERM	-	1,541,774
TOTAL Liabilities	\$ 22,372	\$ 1,985,458
Ending Fund Balance	\$ 13,351,315	\$ 15,724,943
Special Revenue Funds:		
Fund 207 - PUBLIC SAFETY FUND		
Assets		
ACCOUNTS RECEIVABLE	\$ 256,746	\$ 2,914
CASH	14,500,353	14,746,464
INVESTMENTS	6,029,729	8,024,027
OTHER ASSETS	641,435	521,138
TOTAL Assets	\$ 21,428,263	\$ 23,294,543
Liabilities		
ACCOUNTS PAYABLE	\$ 166,323	\$ 219,121
LIABILITIES - SHORT TERM	10,609	17,424
TOTAL Liabilities	\$ 176,932	\$ 236,545
Ending Fund Balance	\$ 21,251,331	\$ 23,057,998
Fund 208 - PARKS, RECREATION AND SENIOR SERVICES		
Assets		
ACCOUNTS RECEIVABLE	\$ -	\$ 54,401
CASH	2,582,433	3,219,694
OTHER ASSETS	3,595	-
TOTAL Assets	\$ 2,586,028	\$ 3,274,095

FUND	FISCAL YEAR-TO-DATE 3/31/2021	FISCAL YEAR-TO-DATE 3/31/2022
Liabilities		
ACCOUNTS PAYABLE	\$ 18,497	\$ 27,138
LIABILITIES - SHORT TERM	-	15,000
TOTAL Liabilities	\$ 18,497	\$ 42,138
Ending Fund Balance	\$ 2,567,531	\$ 3,231,957

Fund 217 - YOUTH ASSISTANCE

Assets		
CASH	\$ 286,649	\$ 273,289
TOTAL Assets	\$ 286,649	\$ 273,289
Liabilities		
ACCOUNTS PAYABLE	\$ -	\$ 833
TOTAL Liabilities	\$ -	\$ 833
Ending Fund Balance	\$ 286,649	\$ 272,456

Fund 225 - SHARED SERVICES

Assets		
CASH	\$ 2,155,484	\$ 2,641,246
OTHER ASSETS	36,393	33,699
TOTAL Assets	\$ 2,191,877	\$ 2,674,945
Liabilities		
ACCOUNTS PAYABLE	\$ 56,250	\$ 100,798
LIABILITIES - SHORT TERM	36,150	35,000
TOTAL Liabilities	\$ 92,400	\$ 135,798
Ending Fund Balance	\$ 2,099,477	\$ 2,539,147

Debt Service Funds

Fund 340 - SEVEN MILE & HAGGERTY PROPERTY PURCHASE FUND

Assets		
CASH	\$ 3,773,309	\$ 3,749,926
OTHER ASSETS	58,122	29,131
TOTAL Assets	\$ 3,831,431	\$ 3,779,057
Liabilities		
ACCOUNTS PAYABLE	\$ -	\$ -
LIABILITIES - SHORT TERM	1,820	-
TOTAL Liabilities	\$ 1,820	\$ -

FUND	FISCAL YEAR-TO-DATE 3/31/2021	FISCAL YEAR-TO-DATE 3/31/2022
Ending Fund Balance	\$ 3,829,611	\$ 3,779,057
Fund 368 - EDENDERRY PAVING SAD FUND		
Assets		
ACCOUNTS RECEIVABLE	\$ 99,158	\$ 62,638
CASH	21,724	-
TOTAL Assets	\$ 120,882	\$ 62,638
Liabilities		
ACCOUNTS PAYABLE	\$ 750	\$ -
LIABILITIES - OTHER	75,613	42,147
TOTAL Liabilities	\$ 76,363	\$ 42,147
Ending Fund Balance	\$ 44,519	\$ 20,491
Fund 373 - 2012 REFUNDING DEBT (MUNICIPAL BUILDINGS)		
Assets		
CASH	\$ 528,782	\$ 509,882
TOTAL Assets	\$ 528,782	\$ 509,882
TOTAL Liabilities	\$ 250	\$ -
Ending Fund Balance	\$ 528,532	\$ 509,882
Capital Project Funds		
Fund 401 - CAPITAL PROJECTS FUND		
Assets		
ACCOUNTS RECEIVABLE	\$ 52,286	\$ 37,737
CASH	4,250,474	4,047,052
INVESTMENTS	2,553,363	3,555,147
TOTAL Assets	\$ 6,856,123	\$ 7,639,936
Liabilities		
ACCOUNTS PAYABLE	\$ 2,922	\$ 4,542
LIABILITIES - OTHER	292,626	278,126
TOTAL Liabilities	\$ 295,548	\$ 282,668
Ending Fund Balance	\$ 6,560,575	\$ 7,357,268
Fund 418 - TREE FUND		
Assets		

FUND	FISCAL YEAR-TO-DATE 3/31/2021	FISCAL YEAR-TO-DATE 3/31/2022
CASH	\$ 437,054	\$ 497,900
OTHER ASSETS	-	-
TOTAL Assets	\$ 437,054	\$ 497,900
Liabilities		
ACCOUNTS PAYABLE	\$ -	\$ -
TOTAL Liabilities	\$ -	\$ -
Ending Fund Balance	\$ 437,054	\$ 497,900

Enterprise Funds

Fund 592 - WATER AND SEWER FUND

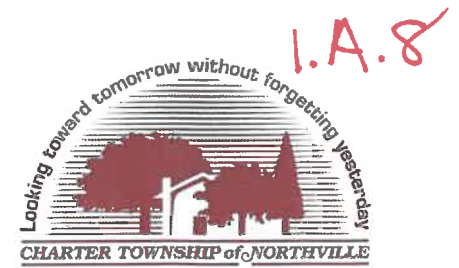
Assets		
ACCOUNTS RECEIVABLE	\$ 1,372,096	\$ 1,499,658
CASH	11,335,330	6,686,976
DEFERRED OUTFLOW	1,299,621	2,059,431
FIXED ASSETS	87,352,469	88,654,405
ACCUMULATED DEPRECIATION	(39,202,537)	(41,020,108)
INVESTMENTS	18,332,304	25,197,768
OTHER ASSETS	26,708,861	28,566,697
TOTAL Assets	\$ 107,198,144	\$ 111,644,827
Liabilities		
ACCOUNTS PAYABLE	\$ 483,805	\$ 600,445
LIABILITIES - SHORT TERM	861,751	1,258,413
LIABILITIES - LONG TERM	4,070,032	3,371,474
TOTAL Liabilities	\$ 5,415,588	\$ 5,230,332
Ending Net Position	\$ 101,782,556	\$ 106,414,495

Component Units

Fund 242 - BROWNFIELD REDEVELOPMENT AUTHORITY (REVOLVING FUND)

Assets		
CASH	\$ 434,484	\$ 564,781
OTHER ASSETS	-	-
TOTAL Assets	\$ 434,484	\$ 564,781
Liabilities		
ACCOUNTS PAYABLE	\$ -	\$ 468,048
LIABILITIES - SHORT TERM	71,357	96,727
TOTAL Liabilities	\$ 71,357	\$ 564,775
Ending Fund Balance	\$ 363,127	\$ 6

FUND	FISCAL YEAR-TO-DATE 3/31/2021	FISCAL YEAR-TO-DATE 3/31/2022
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY (SEVEN MILE PROPERTY)		
Assets		
CASH	\$ 555,626	\$ 365,919
OTHER ASSETS	-	-
TOTAL Assets	\$ 555,626	\$ 365,919
TOTAL Liabilities	\$ -	\$ 277,742
Ending Fund Balance	\$ 555,626	\$ 88,177
Fund 495 - SEVEN MILE CONSTRUCTION FUND (Bond proceeds)		
Assets		
CASH	\$ -	\$ 803,588
INVESTMENTS	-	11,003,890
TOTAL Assets	\$ -	\$ 11,807,478
TOTAL Liabilities	\$ -	\$ -
Ending Fund Balance	\$ -	\$ 11,807,478
Fund 245 - BROWNFIELD REDEVELOPMENT AUTHORITY (GUN RANGE)		
Assets		
CASH	\$ -	\$ -
FIXED ASSETS	-	-
TOTAL Assets	\$ -	\$ -
Liabilities		
ACCOUNTS PAYABLE	\$ -	\$ -
LIABILITIES - LONG TERM	-	-
TOTAL Liabilities	\$ -	\$ -
Ending Fund Balance	\$ -	\$ -



Memo

To: Mark J. Abbo, Township Supervisor
Board of Trustees

Cc: Todd Mutchler, Township Manager/Public Safety Director

From: Wendy Hillman, Finance Director

Subject: Financial Report – First Quarter 2022

Date: April 21, 2022

BOARD OF TRUSTEES

Mark J. Abbo, *Supervisor*
Roger Lundberg, *Clerk*
Jason Rhines, *Treasurer*
Scott Frush, *Trustee*
Mindy Herrmann, *Trustee*
Cynthia Jankowski, *Trustee*
Christopher Roosen, *Trustee*

The purpose of this memorandum is to transmit preliminary financial information for the first quarter ended March 31, 2022. This transmittal will also highlight several fiscal topics and that we are closely managing.

Revenue and Expenditures/Budget and Actual First Quarter Ended March 31, 2022 Financial Highlights

I. General Fund Revenue

Overall, actual revenue for the three months ended March 31, 2022 totaled \$2,211,693 representing 35.0% of budgeted revenue. Total revenue of the General Fund is down by 11.8%, or \$296,415 compared to 1st quarter 2021 results. This decrease is primarily a result of the elimination of the 1% property tax administration fee which generated \$331,054 in property tax revenue in 2021. Other revenue increased over the first period of 2021 due to a reimbursement of allocated administrative costs of \$53,116.

Property tax revenue thru first quarter totaled \$1,818,768 and represents 28.8% of the total General Fund Revenue Budget of \$6.3 million. The Township's portion for the 2021 tax year is levied and collectible beginning December 1, 2021 and is recognized as revenue in the 2022 fiscal year. Taxes were considered delinquent on March 1st and transferred to Wayne County to be added to their rolls. The County Tax Revolving Fund has historically reimbursed the Township for the real property portion of these delinquent taxes. The total delinquent taxes anticipated for reimbursement to the Township is over \$400,000.

Constitutional Tax Limitations - Headlee Amendment Reduction to 2021 Millage Rates

The Headlee amendment of the State Constitution can reduce the amount of operating millages allowed by Township Law. This amendment limits the growth in property tax revenue from existing property to the rate of inflation. It accomplishes this by reducing millages proportionally by the amount that market changes exceed the State's inflation

rate multiplier. For fiscal year 2022, the maximum authorized millage rates have been reduced for the eighth straight year in a row by the Headlee tax formula.

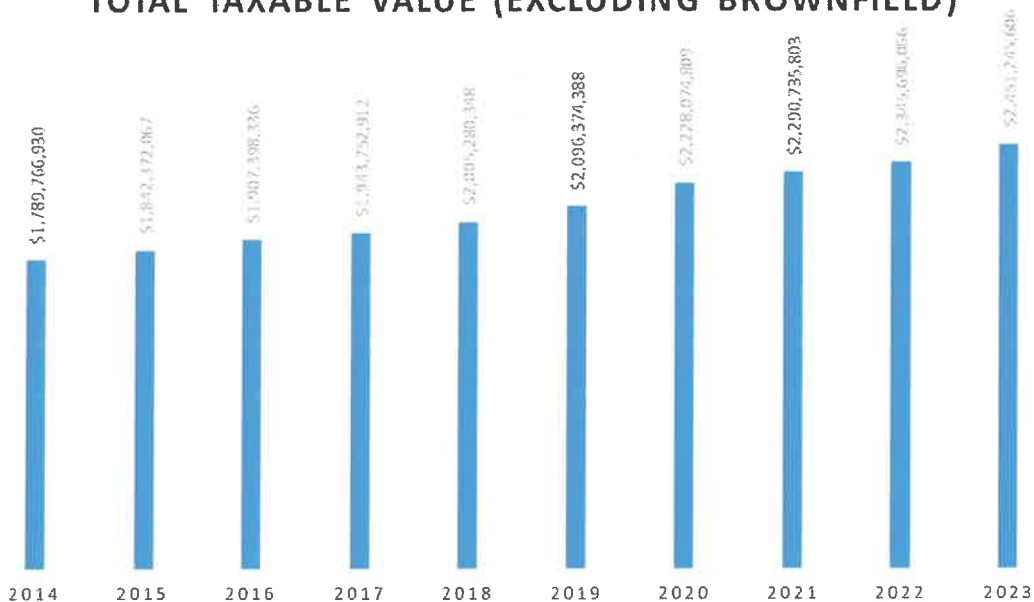
Preliminary calculations for 2022 millage rates show minimal reduction from Headlee. The Michigan State Tax Commission provides the inflation rate multiplier annually, which is currently set at 3.3%. The 2022 Millage Reduction Fraction of .9997 would essentially reduce the 2022 Millage Rates by less than 1 percent. This calculation will ultimately be provided by Wayne County.

HEADLEE FORMULA						
Beginning taxable balance	P.A. 35 losses	Adjusted balance	Increase in inflation rate multiplier		Adjusted balance	2022 Millage Reduction Fraction
\$ 2,406,447,471	\$ (5,047,630)	\$ 2,401,399,841	X 3.300%		\$ 2,480,646,036	<u>0.9997</u>
\$ 2,526,300,165	\$ (45,005,842)	\$ 2,481,294,323			\$ 2,481,294,323	
Ending taxable	P.A. 35 additions	Adjusted balance				

History of Inflation Rate Multiplier (IRM):

Tax Year	Fiscal Year	IRM
2022	2023	3.3%
2021	2022	1.4%
2020	2021	1.9%
2019	2020	2.4%
2018	2019	2.1%
2017	2018	0.9%
2016	2017	0.3%
2015	2016	1.6%

TOTAL TAXABLE VALUE (EXCLUDING BROWNFIELD)



B. State Shared Revenue – budgeted at \$2,782,500, revenue sharing represents 44.0% of the 2022 fiscal year General Fund projected annual revenue. The State Shared Revenue program distributes sales tax collected by the State of Michigan to local governments on a per capita basis. Receipts from the State Treasury are scheduled to be received in April, June, August, October, December and the following February (recorded as a receivable as of December 31st).

Constitutional revenue sharing is calculated as census x distribution rate, as determined by treasury. In March 2022, treasury released the impact of the 2020 census for the 2021 fiscal year. Northville Township will receive an **additional revenue sharing payment of \$400,722** as a result of the increase in its census numbers. In addition, future distributions will be adjusted to reflect the 2020 census results.

The estimates provided below have *not* been updated for the census impact:

2022 (EST)	Constitutional	CVTRS	Total
April	\$ 424,428	\$ 17,128	\$ 441,556
June	439,322	17,128	456,450
August	458,375	16,793	475,168
October	450,000	17,128	467,128
December	450,000	17,128	467,128
February	450,000	17,128	467,128
	\$ 2,672,125	\$ 102,433	\$ 2,774,558

Source: [Revenue Sharing Search \(state.mi.us\)](https://revenue.mt.state.mi.us)

C. Interest Income – income from investments totals \$3,736 through the end of March compared to \$140 at the end of the first quarter 2021. Since liquidating over \$30 million of investments in March 2020 in response to the COVID-19 pandemic, the Township is in the process of re-investing liquid funds under the guidance and direction of the Treasury and Finance Committee. As of March 31, 2022, the Township has invested over \$12 million in treasury bills and \$17 million in an insured sweep account. The Committee continues to balance the operational needs of the Township with the increasing interest rates in the market.

D. Licenses, Permits and Charges for Services – as of the end of the first quarter, the Township realized actual collections of \$325,549. The primary revenue source includes \$203,904 in permit fees paid by builders and contractors for plan review and building permit activities used to offset the cost of both the Building and Planning Departments in the General Fund. This revenue source will be monitored carefully since it is directly related to the level of future development activity within the Township.

II. General Fund Expenditures

Overall, total actual expenditures for the three months ended March 31, 2022 were \$2,054,198, or 30.1% of the \$6,829,321 expenditure budget. Expenditures appear to be in line with the budget when cyclical items are taken into consideration. For example, transfers out represent in large part amounts transferred to debt service funds to pay the Township's outstanding debt for the year.

Total General Fund expenditures have increased \$72,090 from 1st quarter 2021 or 3.6%. Because Headlee has permanently reduced the voter approved public safety millage in addition to the brownfield capture of public safety tax revenue, the General Fund will continue to pay down the remaining debt service for the Fire Station and Police Building improvements until the bonds mature in 2023.

III. Other Funds

A. Special Revenue Funds

Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted for specified purposes. The Township currently maintains three special revenue funds: public safety, shared services, and youth network.

Public Safety: The Township has a public safety millage dedicated for police and fire operations and maintains a separate Public Safety Fund. Property tax revenue accounts for over 87% of combined budgeted revenue sources for this Fund. Headlee had permanently reduced the voter approved public safety millage from 6.2500 mills as authorized by voters in 2014 to 5.9847 mills to fund the 2021 budget. In August 2020, voters approved a millage renewal and increase to fund public safety increasing the authorized millage from 6.2500 to 6.4470. The effect of this renewal and increase restores an additional \$440,000 of lost revenue to public safety bringing their cumulative loss since 2014 down to \$1.4 million.

The Public Safety Fund accounts for \$16,718,645 in budgeted expenditures which are 20.6% and 15.9% spent for Police and Fire respectively as of March 31st.

Shared Services: The Township generates revenue to fund the Northville Parks and Recreation Commission and Youth Network shared services through a voted property tax millage. In August 2020, voters approved a millage renewal and increase to fund shared services increasing the authorized millage back to its 2014 voter-approved millage of 0.7574. The effect of this renewal and increase brings their cumulative loss since 2014 to \$228,000. In addition to funding the Parks and Recreation Commission and Youth Network, the millage funds which remain within the Shared Services Fund are used to further park development. These projects are included within the Township's six-year capital improvement plan.

The Shared Services Fund accounts for \$1,528,760 in budgeted expenditures which is 31.5% spent as of March 31st.

B. Capital Project Funds

As of March 31, 2022, the Township has spent \$25,394.15 towards capital projects as indicated below:

Capital Project Assignments and Expenditures			
	Assignments	Expenditures	Balance Remaining
	<i>At 12/31/2021</i>	<i>Thru 03/31/2022</i>	<i>At 03/31/2022</i>
Capital projects - Misc	\$ 524,382.00	\$ -	\$ 524,382.00
Facility replacement reserve	1,400,000.00	-	1,400,000.00
Pathways - Construction	500,000.00	(26.03)	499,973.97
Pathways - Maintenance	-	-	-
Public Safety Headquarters	2,000,000.00	(2,099.25)	1,997,900.75
Local road improvement	1,000,000.00	-	1,000,000.00
Seven Mile Demolition	500,000.00	(9,685.00)	490,315.00
MITC Project	500,000.00	(13,263.87)	486,736.13
Gun Range	500,000.00	(320.00)	499,680.00
<i>FB Allocation (not exp category):</i>			
Metro Act	119,965.00	-	119,965.00
Total assigned for Capital	\$ 7,044,347.00	\$ (25,394.15)	\$ 7,018,952.85

C. Enterprise Funds

The enterprise fund is comprised of the Water & Sewer Fund. The Township owns and is responsible for the operation and maintenance of the sanitary sewage collection system and other ancillary infrastructure (i.e. lift stations, etc.). The Township is a wholesale water customer community of the Great Lakes Water Authority (GLWA) and distributes water to approximately 10,000 service connections.

GLWA proposed FY 2023 water rates: The Township has a negotiated contract with Great Lakes Water Authority (GLWA). The Township's FY 2023 wholesale charge is projected to **increase by approximately \$157,100 or 2.6% from the FY 2022 GLWA revenue requirement.**

<i>GLWA Fiscal Year</i>	<i>Fixed Costs</i>	<i>Volume Costs (Variable)</i>	<i>GLWA Revenue Requirements</i>	<i>Increase from Previous Year</i>
FY 2021	\$3,481,200	\$16.95	\$5,802,200	\$64,900
FY 2022	\$3,591,200	\$17.00	\$5,985,300	\$183,100
FY 2023 (approved)	\$3,685,400	\$17.78	\$6,142,400	\$157,100

Highland Park Bad Debt Adjustment: According to Great Lakes Water Authority, beginning in November 2012, the state of Michigan requested that short-term emergency water services be provided by GLWA (formerly DWSD) to the city of Highland Park due to a public health risk of the city's current water treatment plant. On November 12, 2012, the state of Michigan represented the repairs to the water treatment plant were to take 3-4 days. To this date, those repairs have not been completed, however water services have continued to be provided to the city of Highland Park. Because neither the city nor the state have paid for these services, the 87 member communities of the GLWA have paid a portion of those costs. Lawsuits are currently pending.

Sanitary Sewer System: The Township is a partial owner of WTUA, in conjunction with Plymouth and Canton Townships. The service area is approximately 70 square miles in size. The WTUA system is comprised of a number of gravity interceptors, lift stations, pump stations, force mains and equalization basins. General flows are intercepted from the local township sanitary sewer systems using a combination of newly constructed and older sanitary sewer interceptors. Any debt issued in conjunction with these sanitary systems is passed through WTUA, to each community based on their proportionate share of the system. As of December 31, 2021, the Township's share of WTUA debt totaled \$2,390,975 as shown below:

**Western Townships Utilities Authority
Debt Analysis
12/31/2021**

	Total	Bond allocation			Share of Debt			Total
		Canton	Northville	Plymouth	Canton	Northville	Plymouth	
at 9/30/2021								
2012 Bond	7,475,000	33.75%	30.15%	36.10%	2,522,813	2,253,713	2,698,474	7,475,000
Bond issue costs	(31,813)	33.75%	30.15%	36.10%	(10,737)	(9,592)	(11,484)	(31,813)
Premium on bond	487,078	33.75%	30.15%	36.10%	164,389	146,854	175,835	487,078
Total Debt	<u>\$ 7,930,265</u>				<u>\$ 2,676,465</u>	<u>\$ 2,390,975</u>	<u>\$ 2,862,825</u>	<u>\$ 7,930,265</u>

WTUA also owns the final treated effluent pump station at the YCUA wastewater treatment plant, which transports the tertiary level treated flows via large force main pipe back to the Lower Rouge River in Canton Township at a point north of US-12. WTUA contracts for wastewater treatment services at both the YCUA wastewater treatment plant and the Wayne County – Rouge Valley Sewage Disposal System that sends flows on to the DWSD wastewater treatment plant.

Water and Sewer Rate Analysis: The Township is currently undergoing a water and sewer rate analysis. The goal of the analysis is to identify the revenue requirements of the system, inclusive of capital and debt service needs, to determine the impact of a potential rate reduction.

New Water Tower: Due to cost increases, the estimated cost of the new water tower has increased to an anticipated \$5.5M - \$6.5M. Requests for proposals are due to the Township on April 27, 2022.

D. Pension and OPEB Status after Michigan PA 202

On December 20, 2017, the Michigan legislature passed **PA 202, creating the Protecting Local Government Retirement and Benefits Act**. All local governments with defined benefit pension or retirement health insurance offerings (OPEB), are required to provide actuarial and budget cost data to Treasury based upon two criteria; funded percentage of benefit offering liability and percent of general fund operating revenues that the benefit provision requires. The Municipal Stability Board was created within the new act to provide guidance to local units and approve "Corrective Action Plans" for those units that are considered "underfunded".

A pension plan is underfunded under the Act if both of the following conditions apply:

- The funded ratio is less than 60%.
- The actuarially determined contribution is more than 10% of total governmental revenue.

As of the Fiscal Year Ended December 31, 2021, the Charter Township of Northville's Pension plan's funded status in accordance with PA 202 was **90.6%**. The Township's **unfunded liability** was \$5,541,387 as follows:

Charter Township of Northville Pension Plan:

Fiduciary Net Position	\$53,693,850
Actuarial accrued liability (AAL)	\$59,235,237
Unfunded AAL (UAAL)	\$ 5,541,387
Funded ratio	90.6%

An OPEB plan is underfunded under the Act if both of the following conditions apply:

- The funded ratio is less than 40%.
- The actuarially determined contribution is more than 12% of total governmental revenue.

As of the Fiscal Year Ended December 31, 2021, the Charter Township of Northville's OPEB plan's funded status in accordance with PA 202 was **92.7%**. The Township's **net OPEB liability** was \$881,923 as follows:

Charter Township of Northville OPEB Plan:

Fiduciary Net Position	\$11,163,699
Actuarial accrued liability (AAL)	\$12,045,622
Unfunded AAL (UAAL)	\$ 881,923
Funded ratio	92.7%

Special Projects and Other Factors Affecting Financial Condition:

Pension Surplus Divisions: In March 2022, the Township opened surplus divisions within MERS to account for its additional pension contributions. When an additional pension contribution is made directly into a non-surplus pension division, it reduces the actuarially determined contribution (ADC) for the following period. By investing additional contributions into a surplus division, the ADC will be unaffected which will strengthen the impact of the additional contribution as well as the funding ratio.

OPEB Experience Study: During the 2021 valuation, a key assumption change increased the Township's actuarial accrued liability by almost \$3M. This change was to assume that eligible employees will retire at a younger age, thereby increasing the number of years for which they will be eligible for retiree health. The Township must use this assumption, as well as all others, unless it has an individual experience study performed on Township-only data. The Township is exploring this option in 2022.

Seven Mile Demolition: In 2021, the Brownfield Redevelopment Authority successfully issued \$12M in bonds for the demolition of the psychiatric hospital on seven mile. The first debt service payment was made in March 2022 using state tax increment revenue from the seven mile brownfield. Demolition is expected to begin in summer 2022.

Seven Mile Brownfield Amendment: The Township is currently working with Fishbeck to amend its seven mile brownfield plan in an effort to capture additional state tax increment revenue to assist with the psychiatric hospital demolition costs in excess of the bond issuance. Currently, the Township is capped at \$12M in state capture.

Municipal Services Building / Public Safety Headquarters: The Township has contracted with Cunningham-Limp for construction management services for a potential public safety headquarters / public works building. Funding options continue to be explored and include: grant funds, capital project funds, bond proceeds, and enterprise funds.

Cell Tower Lease Analysis: The Township is currently analyzing existing cell tower leases and exploring vendor lease/buy-out proposals. This analysis is expected to be complete in summer 2022.

Vehicle Fleet: Township staff have been reconciling current fleet records with insurance records and titles to ensure proper recording of all township vehicles. Formal board action will be required to transfer vehicles within departments to account for the movement of certain vehicles. This is part of a larger fleet management project that the Township continues to explore.

Grant Opportunities: The Township has welcomed Rene Wisely as a part-time Grants Manager. As a grants manager, Rene will be responsible for the cradle to grave management of all Township grants as well as pursuing new granting opportunities.

REVENUE AND EXPENDITURE REPORT FOR NORTHVILLE TOWNSHIP
 PERIOD ENDING 03/31/2022
 % Fiscal Year Completed: 25.00%

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
Fund 101 - GENERAL FUND					
Revenue					
PROPERTY TAX REVENUE	\$ 2,127,682	\$ 1,822,000	\$ 1,822,000	\$ 1,818,768	99.8%
LICENSES, PERMITS & CHARGES FOR SERVICES	373,119	1,272,100	1,272,100	325,549	25.6%
STATE SOURCES	-	2,782,500	2,782,500	-	0.0%
OTHER REVENUE	7,167	447,461	447,461	63,640	14.2%
INTEREST INCOME	140	-	-	3,736	0.0%
TOTAL Revenue	\$ 2,508,108	\$ 6,324,061	\$ 6,324,061	\$ 2,211,693	35.0%
Expenditures					
Dept 101-TRUSTEES					
PERSONNEL SERVICES	\$ 10,801	\$ 47,460	\$ 47,460	\$ 10,931	23.0%
TOTAL Expenditures	\$ 10,801	\$ 47,460	\$ 47,460	\$ 10,931	23.0%
Dept 172-EXECUTIVE					
PERSONNEL SERVICES	\$ 35,891	\$ 546,291	\$ 546,291	\$ 75,715	13.9%
SUPPLIES	3,935	18,500	18,500	88	0.5%
OTHER SERVICES AND CHARGES	74,442	424,736	428,736	94,778	22.1%
TOTAL Expenditures	\$ 114,268	\$ 989,527	\$ 993,527	\$ 170,581	17.2%
Dept 191-FINANCE AND BUDGET					
PERSONNEL SERVICES	\$ 100,329	\$ 547,372	\$ 547,372	\$ 122,318	22.3%
SUPPLIES	3,833	12,175	12,175	3,555	29.2%
OTHER SERVICES AND CHARGES	3,351	100,020	100,020	34,426	34.4%
TOTAL Expenditures	\$ 107,513	\$ 659,567	\$ 659,567	\$ 160,299	24.3%
Dept 215-CLERK					
PERSONNEL SERVICES	\$ 53,711	\$ 278,481	\$ 278,481	\$ 52,999	19.0%
SUPPLIES	277	6,200	6,200	490	7.9%
OTHER SERVICES AND CHARGES	1,261	38,025	38,025	6,636	17.5%
TOTAL Expenditures	\$ 55,249	\$ 322,706	\$ 322,706	\$ 60,125	18.6%
Dept 228-INFORMATION TECHNOLOGY and COMMUNICATIONS					
PERSONNEL SERVICES	\$ 52,520	\$ 367,636	\$ 367,636	\$ 71,430	19.4%
SUPPLIES	-	500	500	306	61.2%
OTHER SERVICES AND CHARGES	32,711	139,100	139,100	11,483	8.3%
TOTAL Expenditures	\$ 85,231	\$ 507,236	\$ 507,236	\$ 83,219	16.4%
Dept 253-TREASURY					
PERSONNEL SERVICES	\$ 5,279	\$ 26,966	\$ 26,966	\$ 6,211	23.0%
SUPPLIES	400	12,950	12,950	1,728	13.3%
OTHER SERVICES AND CHARGES	589	7,400	7,400	879	11.9%
TOTAL Expenditures	\$ 6,268	\$ 47,316	\$ 47,316	\$ 8,818	18.6%
Dept 257-ASSESSING					
PERSONNEL SERVICES	\$ -	\$ 203	\$ 203	\$ 26	12.8%
SUPPLIES	4,442	5,250	5,250	4,774	90.9%
OTHER SERVICES AND CHARGES	143,666	386,100	386,100	91,844	23.8%
TOTAL Expenditures	\$ 148,108	\$ 391,553	\$ 391,553	\$ 96,644	24.7%

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
Dept 262-ELECTIONS					
PERSONNEL SERVICES	\$ 11,412	\$ 249,928	\$ 249,928	\$ 27,061	10.8%
SUPPLIES	4,147	54,700	54,700	13,183	24.1%
OTHER SERVICES AND CHARGES	53,285	70,950	70,950	5,044	7.1%
TOTAL Expenditures	\$ 68,844	\$ 375,578	\$ 375,578	\$ 45,288	12.1%
Dept 265-FACILITIES MAINTENANCE					
PERSONNEL SERVICES	\$ 61,465	\$ 358,922	\$ 358,922	\$ 72,374	20.2%
SUPPLIES	7,270	26,700	26,700	3,212	12.0%
OTHER SERVICES AND CHARGES	21,018	281,259	281,259	51,915	18.5%
TOTAL Expenditures	\$ 89,753	\$ 666,881	\$ 666,881	\$ 127,501	19.1%
Dept 270-HUMAN RESOURCES					
PERSONNEL SERVICES	\$ 44,068	\$ 231,497	\$ 231,497	\$ 51,033	22.0%
SUPPLIES	100	500	500	-	0.0%
OTHER SERVICES AND CHARGES	108	37,050	37,050	9,885	26.7%
TOTAL Expenditures	\$ 44,276	\$ 269,047	\$ 269,047	\$ 60,918	22.6%
Dept 371-BUILDING DEPARTMENT					
PERSONNEL SERVICES	\$ 68,387	\$ 293,534	\$ 293,534	\$ 51,502	17.5%
SUPPLIES	261	8,900	8,900	2,223	25.0%
OTHER SERVICES AND CHARGES	29,156	115,200	115,200	33,984	29.5%
TOTAL Expenditures	\$ 97,804	\$ 417,634	\$ 417,634	\$ 87,709	21.0%
Dept 701-PLANNING					
PERSONNEL SERVICES	\$ 31,424	\$ 246,591	\$ 246,591	\$ 51,584	20.9%
SUPPLIES	-	500	500	43	8.6%
OTHER SERVICES AND CHARGES	2,419	129,575	129,575	6,388	4.9%
TOTAL Expenditures	\$ 33,843	\$ 376,666	\$ 376,666	\$ 58,015	15.4%
Dept 965-TRANSFER TO OTHER FUNDS					
TRANSFERS OUT	\$ 1,120,150	\$ 1,754,150	\$ 1,754,150	\$ 1,084,150	61.8%
TOTAL Expenditures	\$ 1,120,150	\$ 1,754,150	\$ 1,754,150	\$ 1,084,150	61.8%
Fund 101 - GENERAL FUND (cont.)					
TOTAL REVENUES	\$ 2,508,108	\$ 6,324,061	\$ 6,324,061	\$ 2,211,693	35.0%
TOTAL EXPENDITURES	1,982,108	6,825,321	6,829,321	2,054,198	30.1%
NET OF REVENUES & EXPENDITURES	\$ 526,000	\$ (501,260)	\$ (505,260)	\$ 157,495	-31.2%

GENERAL FUND - Fund Balance

General Fund-Fund Balance Summary	Actual	Original Budget	Amended	Actual
	12/31/2021	2022	Budget 2022	3/31/2022
Fund balance, beginning of year	\$ 12,706,846	\$ 15,529,956	\$ 15,529,956	\$ 15,529,956
Nonspendable fund balance	118,470	75,146	75,146	75,146
Fund balance, beginning, total	12,825,316	15,605,102	15,605,102	15,605,102
Revenues over/(under) expenditures	2,779,786	(501,260)	(505,260)	157,495
Ending Fund Balance	\$ 15,605,102	\$ 15,103,842	\$ 15,099,842	\$ 15,762,597

Special Revenue Funds:

Fund 207 - PUBLIC SAFETY FUND

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
Revenue					
PROPERTY TAX REVENUE	\$ 13,823,355	\$ 15,092,000	\$ 15,092,000	\$ 15,227,543	100.9%
LICENSES, PERMITS & CHARGES FOR SERVICES	227,777	900,280	900,280	235,755	26.2%
FEDERAL GRANTS	264,222	982,950	982,950	4,226	-
FINES & FORFEITURES	890	23,600	23,600	413	1.8%
STATE SOURCES	6,044	150,000	150,000	137,381	91.6%
OTHER REVENUE	50,570	160,000	160,000	9,181	5.7%
INTEREST INCOME	1,118	-	-	4,230	0.0%
TOTAL Revenues	\$ 14,373,976	\$ 17,308,830	\$ 17,308,830	\$ 15,618,729	90.2%
Expenditures					
POLICE DIVISION					
PERSONNEL SERVICES	\$ 1,294,313	\$ 7,332,810	\$ 7,332,810	\$ 1,532,146	20.9%
SUPPLIES	59,094	342,660	342,660	93,047	27.2%
OTHER SERVICES AND CHARGES	131,662	1,096,634	1,096,634	240,559	21.9%
CAPITAL OUTLAY	240	280,000	280,000	-	0.0%
TOTAL Police Expenditures	\$ 1,485,309	\$ 9,052,104	\$ 9,052,104	\$ 1,865,752	20.6%
FIRE DIVISION					
PERSONNEL SERVICES	\$ 825,150	\$ 5,610,165	\$ 5,610,165	\$ 1,002,744	17.9%
SUPPLIES	51,652	422,950	422,950	62,338	14.7%
OTHER SERVICES AND CHARGES	68,173	702,386	702,386	97,480	13.9%
CAPITAL OUTLAY	13,704	906,300	931,040	58,589	6.3%
TOTAL Fire Expenditures	\$ 958,679	\$ 7,641,801	\$ 7,666,541	\$ 1,221,151	15.9%
TOTAL PUBLIC SAFETY REVENUES	\$ 14,373,976	\$ 17,308,830	\$ 17,308,830	\$ 15,618,729	90.2%
TOTAL PUBLIC SAFETY EXPENDITURES	2,443,988	16,693,905	16,718,645	3,086,903	18.5%
NET OF REVENUES & EXPENDITURES	\$ 11,929,988	\$ 614,925	\$ 590,185	\$ 12,531,826	100.0%

Public Safety - Fund Balance				
	Actual	Original Budget	Amended Budget	Actual
Public Safety Fund-Fund Balance Summary	12/31/2021	2022	2022	3/31/2022
Fund balance, unassigned beginning of year	\$ 4,186,106	\$ 4,186,106	\$ 4,186,106	\$ 4,186,106
Capital Equipment Replacement Reserve	4,420,905	5,848,262	5,848,262	5,848,262
Restricted for drug forfeitures	714,331	645,842	645,842	645,842
Fund balance, beginning, total	9,321,342	10,680,210	10,680,210	10,680,210
Revenues over/(under) expenditures	1,363,539	614,925	590,185	12,531,826
Ending Fund Balance	\$ 10,684,881	\$ 11,295,135	\$ 11,270,395	\$ 23,212,036

Fund 208 - PARKS, RECREATION AND SENIOR SERVICES

Revenue - Parks, Recreation and Senior Services

TOWNSHIP CONTRIBUTION	\$ 252,807	\$ 1,011,228	\$ 1,011,228	\$ 252,807	25.0%
CITY CONTRIBUTION	48,370	193,481	193,481	48,370	25.0%
FEDERAL GRANTS	-	-	-	20,000	0.0%
RECREATION PROGRAM ACTIVITIES	116,371	617,000	617,000	364,230	59.0%
SENIOR PROGRAMS & TRANSPORTATION	22,021	105,736	105,736	27,922	26.4%
FACILITY RENTALS	7,351	210,000	210,000	53,882	25.7%
PARK RENTALS AND USER FEES	6,146	31,000	31,000	5,061	16.3%
DONATIONS AND SPONSORSHIPS	12,829	17,080	17,080	9,374	54.9%
OTHER	1,075	2,000	2,000	108	5.4%
INTEREST INCOME	5	-	-	40	0.0%

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
EXTERNAL ATHLETIC ASSOCIATIONS	7,305	187,000	187,000	37,451	20.0%
TOTAL Revenues	\$ 474,280	\$ 2,374,525	\$ 2,374,525	\$ 819,245	34.5%
Expenditures - Parks, Recreation and Senior Services					
ADMINISTRATION	\$ 35,363	\$ 230,457	\$ 230,457	\$ 49,148	21.3%
RECREATION	55,957	783,621	783,621	106,384	13.6%
SENIOR SERVICES	25,502	278,085	278,085	44,489	16.0%
PARKS MAINTENANCE	51,368	629,968	629,968	98,418	15.6%
FACILITIES	22,245	549,020	549,020	53,477	9.7%
TOTAL Expenditures	\$ 190,435	\$ 2,471,151	\$ 2,471,151	\$ 351,916	14.2%
TOTAL REVENUES	\$ 474,280	\$ 2,374,525	\$ 2,374,525	\$ 819,245	34.5%
TOTAL EXPENDITURES	190,435	2,471,151	2,471,151	351,916	14.2%
NET OF REVENUES & EXPENDITURES	\$ 283,845	\$ (96,626)	\$ (96,626)	\$ 467,329	-483.6%
Fund 217 - YOUTH ASSISTANCE					
Revenue - Youth Assistance					
TOWNSHIP CONTRIBUTION	\$ 94,530	\$ 94,530	\$ 94,530	\$ 94,530	100.0%
CITY CONTRIBUTION	4,503	18,010	18,010	4,503	25.0%
OTHER	-	15,000	15,000	-	100.0%
TOTAL Revenues	\$ 99,033	\$ 127,540	\$ 127,540	\$ 99,033	77.6%
Expenditures - Youth Assistance					
PERSONNEL SERVICES	\$ 18,486	\$ 98,816	\$ 98,816	\$ 23,089	23.4%
SUPPLIES	25	1,600	1,600	147	9.2%
OTHER SERVICES AND CHARGES	1,173	59,600	59,600	23,219	39.0%
TOTAL Expenditures	\$ 19,684	\$ 160,016	\$ 160,016	\$ 46,455	29.0%
TOTAL REVENUES	\$ 99,033	\$ 127,540	\$ 127,540	\$ 99,033	77.6%
TOTAL EXPENDITURES	19,684	160,016	160,016	46,455	29.0%
NET OF REVENUES & EXPENDITURES	\$ 79,349	\$ (32,476)	\$ (32,476)	\$ 52,578	100.0%
Fund 225 - SHARED SERVICES					
Revenue					
PROPERTY TAX REVENUE	\$ 1,674,592	\$ 1,773,000	\$ 1,773,000	\$ 1,788,919	100.9%
OTHER REVENUE SOURCES	-	8,000	8,000	-	0.0%
INTEREST INCOME	5	-	-	38	0.0%
TOTAL Revenues	\$ 1,674,597	\$ 1,781,000	\$ 1,781,000	\$ 1,788,957	100.4%
Expenditures					
RECREATION & SENIOR CITIZENS	\$ 252,807	\$ 1,011,230	\$ 1,011,230	\$ 252,807	25.0%
PARK DEVELOPMENT	74,250	423,000	423,000	134,739	31.9%
YOUTH ASSISTANCE	94,530	94,530	94,530	94,530	100.0%
TRANSFERS OUT	-	-	-	-	#DIV/0!
TOTAL Expenditures	\$ 421,587	\$ 1,528,760	\$ 1,528,760	\$ 482,076	31.5%
Fund 225 - SHARED SERVICES					
TOTAL REVENUES	\$ 1,674,597	\$ 1,781,000	\$ 1,781,000	\$ 1,788,957	100.4%
TOTAL EXPENDITURES	421,587	1,528,760	1,528,760	482,076	31.5%
NET OF REVENUES & EXPENDITURES	\$ 1,253,010	\$ 252,240	\$ 252,240	\$ 1,306,881	100.0%

Debt Service Funds

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
Fund 340 - SEVEN MILE & HAGGERTY PROPERTY PURCHASE FUND					
Revenue					
PROPERTY TAX REVENUE	\$ 2,709,913	\$ 1,564,000	\$ 1,564,000	\$ 1,573,818	100.6%
INTEREST INCOME	9	-	-	73	100.0%
TOTAL Revenues	\$ 2,709,922	\$ 1,564,000	\$ 1,564,000	\$ 1,573,891	100.6%
Expenditures					
DEBT SERVICE	\$ 1,478,020	\$ 1,622,680	\$ 1,622,680	\$ 1,520,112	93.7%
TOTAL Expenditures	\$ 1,478,020	\$ 1,622,680	\$ 1,622,680	\$ 1,520,112	93.7%
TOTAL REVENUES	\$ 2,709,922	\$ 1,564,000	\$ 1,564,000	\$ 1,573,891	100.6%
TOTAL EXPENDITURES	1,478,020	1,622,680	1,622,680	1,520,112	93.7%
NET OF REVENUES & EXPENDITURES	\$ 1,231,902	\$ (58,680)	\$ (58,680)	\$ 53,779	-91.6%

Fund 368 - EDENDERRY PAVING SAD FUND

Revenue					
SPECIAL ASSESSMENT COLLECTIONS	\$ 11,331	\$ 24,590	\$ 24,590	\$ 14,115	57.4%
SPECIAL ASSESSMENT INTEREST INCOME	-	6,000	6,000	2,295	38.3%
TOTAL Revenues	\$ 11,331	\$ 30,590	\$ 30,590	\$ 16,410	53.6%
Expenditures					
DEBT SERVICE	\$ 50,025	\$ 51,130	\$ 51,130	\$ 48,956	95.7%
TOTAL Expenditures	\$ 50,025	\$ 51,130	\$ 51,130	\$ 48,956	95.7%
TOTAL REVENUES	\$ 11,331	\$ 30,590	\$ 30,590	\$ 16,410	53.6%
TOTAL EXPENDITURES	50,025	51,130	51,130	48,956	95.7%
NET OF REVENUES & EXPENDITURES	\$ (38,694)	\$ (20,540)	\$ (20,540)	\$ (32,546)	-158.5%

Fund 373 - 2012 REFUNDING DEBT (MUNICIPAL BUILDINGS)

Revenue					
TRANSFERS IN	\$ 1,053,540	\$ 1,005,550	\$ 1,005,550	\$ 1,005,550	100.0%
TOTAL Revenues	\$ 1,053,540	\$ 1,005,550	\$ 1,005,550	\$ 1,005,550	100.0%
Expenditures					
DEBT SERVICE	\$ 1,013,950	\$ 1,005,550	\$ 1,005,550	\$ 984,600	97.9%
TOTAL Expenditures	\$ 1,013,950	\$ 1,005,550	\$ 1,005,550	\$ 984,600	97.9%
TOTAL REVENUES	\$ 1,053,540	\$ 1,005,550	\$ 1,005,550	\$ 1,005,550	100.0%
TOTAL EXPENDITURES	1,013,950	1,005,550	1,005,550	984,600	97.9%
NET OF REVENUES & EXPENDITURES	\$ 39,590	\$ -	\$ -	\$ 20,950	100.0%

Capital Project Funds

Fund 401 - CAPITAL PROJECTS FUND

Revenue					
OTHER REVENUE	\$ 4,997	\$ 180,000	\$ 180,000	\$ 8,970	5.0%
INTEREST INCOME	137	3,000	3,000	2,805	93.5%
FEDERAL GRANTS	-	175,000	175,000	-	100.0%
LAND SALE PROCEEDS	300,741	-	-	-	-
TRANSFERS IN	330,000	1,000,000	1,000,000	330,000	33.0%
TOTAL Revenues	\$ 635,875	\$ 1,358,000	\$ 1,358,000	\$ 341,775	25.2%

Expenditures

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
OTHER SERVICES AND CHARGES	\$ 5,340	\$ -	\$ -	\$ -	0.0%
CAPITAL OUTLAY	11,145	889,225	889,225	28,854	3.2%
TOTAL Expenditures	\$ 16,485	\$ 889,225	\$ 889,225	\$ 28,854	3.2%
TOTAL REVENUES	635,875	1,358,000	1,358,000	341,775	25.2%
TOTAL EXPENDITURES	16,485	889,225	889,225	28,854	3.2%
NET OF REVENUES & EXPENDITURES	\$619,390	\$468,775	\$468,775	\$312,921	66.8%

Fund 418 - TREE FUND

Revenue					
TREE FUND CONTRIBUTIONS	\$ 15,300	\$ 10,000	\$ 10,000	\$ -	0.0%
INTEREST INCOME	2	-	-	11	100.0%
TOTAL Revenues	\$ 15,302	\$ 10,000	\$ 10,000	\$ 11	100.0%

Expenditures					
OTHER SERVICES AND CHARGES	\$ -	\$ 2,000	\$ 2,000	\$ -	0.0%
TOTAL Expenditures	\$ -	\$ 2,000	\$ 2,000	\$ -	0.0%

TOTAL REVENUES	15,302	10,000	10,000	11	100.0%
TOTAL EXPENDITURES	-	2,000	2,000	-	0.0%
NET OF REVENUES & EXPENDITURES	\$ 15,302	\$ 8,000	\$ 8,000	\$ 11	100.0%

Enterprise Funds

Fund 592 - WATER AND SEWER FUND

Cash Flows from Operating and Investing Activities

Water & sewer sales	\$ 1,926,501	\$ 15,797,000	\$ 15,797,000	\$ 1,966,207	12.4%
Non-rate revenues (interest)	1,672	-	-	-	0.0%
TOTAL Cash Provided	\$ 1,928,173	\$ 15,797,000	\$ 15,797,000	\$ 1,966,207	12.4%

Cost Pool

GLWA Wholesale Water Charges:

Cost of water	\$ 851,469	\$ 5,985,300	\$ 5,985,300	\$ 441,228	7.4%
Total GLWA Revenue Requirement	\$ 851,469	\$ 5,985,300	\$ 5,985,300	\$ 441,228	7.4%

Wholesale WTUA Sewage Treatment Costs:

Sewage treatment charges	\$ 571,360	\$ 3,100,000	\$ 3,100,000	\$ 118,047	3.8%
WTUA Debt (Principal + Interest)	-	1,259,968	1,259,968	-	0.0%
Total WTUA Revenue Requirement	\$ 571,360	\$ 4,359,968	\$ 4,359,968	\$ 118,047	2.7%

Local Operations & Maintenance Expense:

Personnel Services	\$ 356,824	\$ 1,910,442	\$ 1,910,442	\$ 339,979	17.8%
Supplies	28,405	123,000	123,000	16,125	13.1%
Local System O&M Expense	265,881	1,319,946	1,319,946	251,567	19.1%
Total Local O&M Revenue Requirement	\$ 651,110	\$ 3,353,388	\$ 3,353,388	\$ 607,671	18.1%

Debt Service Allocable to Local System:

2015 Refunding Limited Tax General Obligation Bonds	\$ 66,300	\$ 357,175	\$ 357,175	\$ 328,300	91.9%
2009 General Obligation Bonds	109,838	115,426	115,426	107,713	93.3%
Drinking Water Revolving Fund Project	82,460	98,170	98,170	86,585	88.2%
2012 Refunding Bonds Building Authority Debt Fund	263,390	251,400	251,400	251,400	100.0%
Total Local Debt Service Requirements	\$ 521,988	\$ 822,171	\$ 822,171	\$ 773,998	94.1%

Total Cost Pool

Total Cost Pool	\$ 2,595,927	\$ 14,520,827	\$ 14,520,827	\$ 1,940,944	13.4%
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FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
Fund 592 - WATER & SEWER FUND					
TOTAL WATER & SEWER CASH PROVIDED	1,928,173	15,797,000	15,797,000	1,966,207	12.4%
TOTAL WATER & SEWER FUND COST POOL	2,595,927	14,520,827	14,520,827	1,940,944	13.4%
NET IMPACT TO REVENUE REQUIREMENT	\$ (667,754)	\$ 1,276,173	\$ 1,276,173	\$ 25,263	2.0%

Component Units

Fund 243 - BROWNFIELD REDEVELOPMENT AUTHORITY (SEVEN MILE PROPERTY)

Revenue					
TAX INCREMENT REVENUES - STATE	\$ 209,550	\$ -	\$ -	\$ 213,881	100.0%
TAX INCREMENT REVENUES - LOCAL	269,573	-	-	307,060	100.0%
TOTAL Revenues	\$ 479,123	\$ -	\$ -	\$ 520,941	100.0%
Expenditures					
DEVELOPER REIMBURSEMENT	\$ -	\$ -	\$ -	\$ 274,849	100.0%
TOWNSHIP REIMBURSEMENT	-	-	-	-	0.0%
DEBT SERVICE	-	-	-	232,540	
TOTAL Expenditures	\$ -	\$ -	\$ -	\$ 507,389	100.0%
TOTAL REVENUES	\$ 479,123	\$ -	\$ -	\$ 520,941	100.0%
TOTAL EXPENDITURES	-	-	-	507,389	100.0%
NET OF REVENUES & EXPENDITURES	\$ 479,123	\$ -	\$ -	\$ 13,552	100.0%

Fund 245 - BROWNFIELD REDEVELOPMENT AUTHORITY (Gun Range)

Revenue					
GRANT REVENUE	\$ -	\$ -	\$ -	\$ -	100.0%
	-	-	-	-	100.0%
TOTAL Revenues	\$ -	\$ -	\$ -	\$ -	100.0%
Expenditures					
LEGAL SERVICES	\$ -	\$ -	\$ -	\$ -	100.0%
ENGINEERING SERVICES	310,945	-	-	-	100.0%
TOTAL Expenditures	\$ 310,945	\$ -	\$ -	\$ -	0.0%
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -	0.0%
TOTAL EXPENDITURES	310,945	-	-	-	100.0%
NET OF REVENUES & EXPENDITURES	\$ (310,945)	\$ -	\$ -	\$ -	100.0%

Fund 242 - BROWNFIELD REDEVELOPMENT AUTHORITY (LOCAL BROWNFIELD REVOLVING FUND)

Revenue					
TAX INCREMENT REVENUES - STATE	\$ 94,529	\$ -	\$ -	\$ 85,718	0.0%
TAX INCREMENT REVENUES - LOCAL	261,230	-	-	371,692	0.0%
TOTAL Revenues	\$ 355,759	\$ -	\$ -	\$ 457,410	0.0%
Expenditures					
TOWNSHIP REIMBURSEMENT	-	-	-	449,773	0.0%
TOTAL Expenditures	\$ -	\$ -	\$ -	\$ 449,773	0.0%
TOTAL REVENUES	\$ 355,759	\$ -	\$ -	\$ 457,410	100.0%
TOTAL EXPENDITURES	-	-	-	449,773	100.0%
NET OF REVENUES & EXPENDITURES	\$ 355,759	\$ -	\$ -	\$ 7,637	100.0%

FUND	FISCAL YEAR-TO-DATE 3/31/2021	2022 ORIGINAL BUDGET	2022 AMENDED BUDGET	FISCAL YEAR-TO-DATE 3/31/2022	% BDGT USED
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Memo

To: Mark J. Abbo, Township Supervisor
Board of Trustees

Cc: Todd Mutchler, Township Manager/Public Safety Director

From: Wendy Hillman, Finance and Budget Director

Subject: Investment Report – First Quarter 2022

Date: April 21, 2022

BOARD OF TRUSTEES

Mark J. Abbo, *Supervisor*
Roger Lundberg, *Clerk*
Jason Rhines, *Treasurer*
Scott Frush, *Trustee*
Mindy Herrmann, *Trustee*
Cynthia Jankowski, *Trustee*
Christopher Roosen, *Trustee*

In compliance with the Township's Investment Policy, attached is a comprehensive listing of investments the Township held on March 31, 2022. The listing includes market value, type of investment, maturity date, interest rate and investment amount.

All investments are governed by state law and in accordance with our investment policy which dictates the following investment objectives:

A) Safety of Capital - Safety of principal will be the foremost objective of the Northville Township. Each investment transaction shall seek to first ensure that capital losses are avoided whether they are from defaults or erosion of market value.

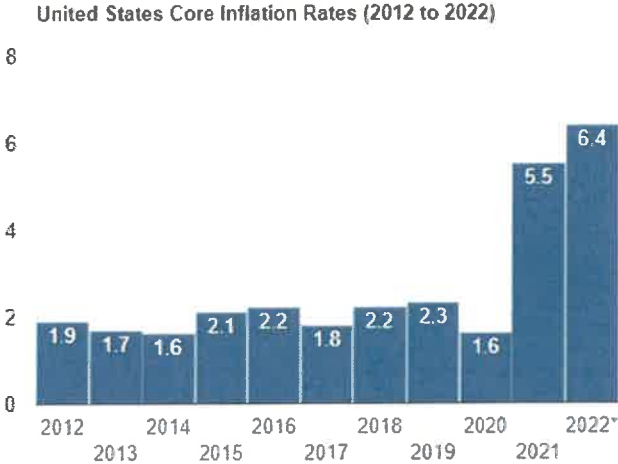
B) Liquidity - The Township's investment portfolio will remain sufficiently liquid to enable the Township to meet all operating requirements that might be reasonably anticipated.

C) Return on Investment - The investment portfolio of the Township shall be designed in a manner to attain a market rate of return throughout budgetary and economic cycles while preserving and protecting capital.

The benchmark six-month United States Treasury bill currently yields 1.02%. At quarter ending March 31, 2022, the Township's investment pool average yield was 0.41%. The "market to market" pricing of treasuries within the Township's portfolio at the end of 1st quarter has resulted in an **unrealized loss** of **(\$220,180)** in our Water & Sewer Fund and **(\$5,547)** in our General Fund. Actual dividend and interest income realized for the period January 1, 2022 thru March 31, 2022 totaled \$22,481.

During the 1st Quarter, the Township's Treasury and Finance Committee held a meeting to further discuss and develop the Township's investment strategy. For liquid funds, both Premier and Michigan Class offer increasing basis points but allow for increased flexibility in the movement of funds. For less liquid funds, the Committee is investing in treasuries with Huntington Bank. As interest rates rise, those funds will be laddered into these investments for 1YR – 2YR terms. One-year treasuries are currently earning 165 basis points (1.65%) and 2-year treasuries are currently earning 242 basis points (2.42%).

As of February 28, 2022, the core inflation rate was **6.4%**. The core inflation rate excludes certain items that are known for volatility – namely food and energy. The Federal Reserve's targeted core inflation rate is 2%, which is creating an aggressive rate hike cycle that we expect to see over the next 12 months. Typically, inflation and interest rates are inversely related, when interest rates rise, the economy begins to cool driving inflation rates downward. As of early April 2022, the Fed has 8 rate hikes planned for the remainder of 2022 with two more rate hikes planned for 2023.



Monitoring our current economic climate and its impact on the Township's investment policy is considered by the Treasury and Finance Committee to be of utmost importance in order to maintain the goal of safety, liquidity, and return.

**Charter Township of Northville, Michigan
Investment Portfolio
Quarter Ending March 31, 2022**

<u>Asset Type</u>	March 31, 2022 <u>Ending Value</u>	Estimated <u>Avg. Yield</u>
Cash & Interest Checking Accounts	\$ 49,526,587	0.18% *
Michigan Class Investment Pool	28,257,515	0.27%
Comerica Investment Pool	4,081,926	0.04%
Money Markets	6,176,165	0.11%
Certificates of Deposit	1,280,360	1.52% * *
Government Agency Securities	4,083,443	0.30%
U.S. Treasury Securities	11,802,180	1.25%
Totals	\$ 105,208,175	0.41%

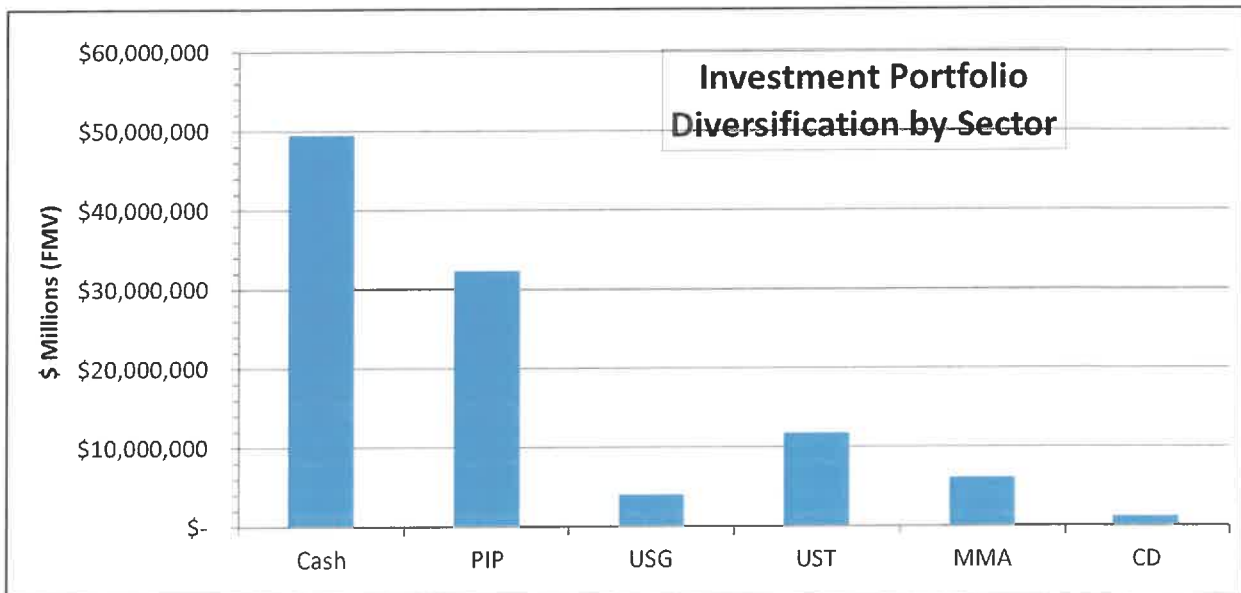
* - Estimated Yield includes discount received on banking fees.

* * - Estimated Yield includes CDs that were opened prior to 2020.

Annualized Performance	
Total Portfolio Annualized Yield	0.41%
Benchmark Yield - 6-month Treasury Bill	1.02%

**Charter Township of Northville, Michigan
Investment Portfolio - Diversification by Sector
Quarter Ending March 31, 2022**

Diversification by Sector		Ending Value	% of Portfolio
Cash	Cash & Interest Checking Accounts	\$ 49,526,587	47.1%
PIP	Public Funds Investment Pools	32,339,441	30.7%
USG	U.S. Govt Agencies	4,083,443	3.9%
UST	U.S. Treasury Securities	11,802,180	11.2%
MMA	Money Market Accounts	6,176,165	5.9%
CD	Certificates of Deposit	1,280,360	1.2%
		<u>\$ 105,208,175</u>	<u>100.0%</u>



The Charter Township of Northville

Investment Holdings Report

Quarter Ending March 31, 2022

Fund / Purpose	Description	Institution	Purchase Date	Maturity Date	Yield / YTM	Purchase Price	Ending Value as of 12/31/2021	Ending Value as of 3/31/2022	Unrealized Gain (Loss)
Cash Accounts									
Pooled Operating	Comerica Disbursement Checking Account	Comerica	N/A	N/A	0.450%	\$ 29,006,509	\$ 25,353,508	\$ 29,006,509	N/A
Pooled Payroll	Comerica Payroll Checking Account	Comerica	N/A	N/A	0.450%	\$ 84,100	78,846	84,100	N/A
Pooled Tax	Comerica Tax Checking Account	Comerica	N/A	N/A	0.450%	\$ 326,633	1,902,876	326,633	N/A
General Fund	Citizens Commercial Checking Account	Citizens	N/A	N/A	0.020%	\$ 250,016	250,004	250,016	N/A
Water & Sewer	Huntington Public Fund Business Checking	Huntington	N/A	N/A	0.010%	\$ 304,970	250,063	304,970	N/A
General Fund	Huntington Public Fund Business Checking	Huntington	N/A	N/A	0.009%	\$ 171,817	-	171,817	N/A
Public Safety	Huntington Public Fund Business Checking	Huntington	N/A	N/A	0.009%	\$ 99,986	-	99,986	N/A
General Fund	Premier Checking w/ ICS Cash Sweep	Premier	N/A	N/A	0.110%	\$ 10,252,997	10,250,244	10,252,997	N/A
Public Safety	Premier Checking w/ ICS Cash Sweep	Premier	N/A	N/A	0.110%	\$ 7,251,689	2,250,052	7,251,689	N/A
Public Safety EMS	Level One EMS Lockbox Account	Level One	N/A	N/A	0.200%	\$ 54,693	41,398	54,693	N/A
Parks & Recreation	Level One P&R Credit Card Account	Level One	N/A	N/A	0.200%	\$ 1,723,177	1,533,572	1,723,177	N/A
Total -Cash Accounts						\$ 49,526,587	\$ 41,910,564	\$ 49,526,587	\$ -
Michigan Class Investment Pools									
Public Safety	Michigan Class	MI Class	N/A	N/A	0.274%	\$ 4,057,288	4,055,939	4,057,288	N/A
Restricted	Michigan Class	MI Class	N/A	N/A	0.274%	\$ 7,098,954	7,098,954	7,098,954	N/A
General	Michigan Class	MI Class	N/A	N/A	0.274%	\$ 2,541,886	2,541,041	2,541,886	N/A
General - Capital	Michigan Class	MI Class	N/A	N/A	0.274%	\$ 3,555,147	3,553,965	3,555,147	N/A
Tax	Michigan Class	MI Class	N/A	N/A	0.274%	\$ 350	4,700,142	350	N/A
7 Mile Demo	Michigan Class	MI Class	N/A	N/A	0.274%	\$ 11,003,890	11,000,232	11,003,890	N/A
Total -Cash Accounts						\$ 28,257,515	\$ 32,947,913	\$ 28,257,515	\$ -
Comerica Investment Pools									
Drug Forfeiture	Comerica - Jfund	Comerica	N/A	N/A	0.040%	\$ 645,906	661,672	645,906	N/A
Shared Services	Comerica - Jfund	Comerica	N/A	N/A	0.040%	\$ 650,331	650,268	650,331	N/A
Custodial	Comerica - Jfund	Comerica	N/A	N/A	0.040%	\$ 667,220	667,155	667,220	N/A
Tree	Comerica - Jfund	Comerica	N/A	N/A	0.040%	\$ 184,624	184,606	184,624	N/A
7 Mile Debt	Comerica - Jfund	Comerica	N/A	N/A	0.040%	\$ 1,250,453	1,250,331	1,250,453	N/A
Parks & Recreation	Comerica - Jfund	Comerica	N/A	N/A	0.040%	\$ 683,392	683,325	683,392	N/A
Total -Public Funds Investment Pools						\$ 4,081,926	\$ 4,097,356	\$ 4,081,926	\$ -
Money Markets									
Water & Sewer	UBS Bank USA Deposit Account	UBS	N/A	N/A	0.01%	474,362	474,333	474,362	N/A
Public Safety EMS	Level One EMS - Money Market	Level One	N/A	N/A	0.15%	3,320,833	3,169,628	3,320,833	N/A
Water & Sewer	Level One Water & Sewer Money Market	Level One	N/A	N/A	0.15%	2,038,619	2,037,865	2,038,619	N/A
Water & Sewer	Federated Government Obligations IS SHS	Fifth Third	N/A	N/A	0.14%	342,351	337,167	342,351	N/A
Total - Money Markets						\$ 6,176,165	\$ 6,018,993	\$ 6,176,165	\$ -

Fund / Purpose	Description	Institution	Purchase Date	Maturity Date	Yield / YTM	Purchase Price	Ending Value as of 12/31/2021	Ending Value as of 3/31/2022	Unrealized Gain (Loss)
Certificates of Deposit									
Water & Sewer	Bank of Holland MI	UBS	6/22/2012	6/13/2022	2.30%	150,000	150,248	150,227	(21)
Water & Sewer	Wells Fargo BK NA SD US	Comerica	5/29/2019	6/10/2024	2.70%	750,000	785,213	757,905	(27,308)
Water & Sewer	JPMorgan Chase Bank NA	Comerica	8/18/2020	8/28/2025	0.50%	200,000	197,206	187,730	(9,476)
Water & Sewer	JPMorgan Chase Bank NA	Comerica	11/19/2020	11/28/2025	0.57%	198,000	194,216	184,498	(9,718)
Total - Certificates of Deposit						\$ 1,298,000	\$ 1,326,882	\$ 1,280,360	\$ (46,522)
U. S. Govt Agencies									
Water & Sewer	Federal Farm CR Banks Bond	Fifth-Third	1/5/2021	1/11/2024	0.19%	3,200,000	3,159,584	3,086,144	(73,440)
Water & Sewer	Federal Home Loan Mtg Corp	Fifth-Third	10/1/2020	9/30/2024	0.40%	1,047,023	1,031,829	997,299	(34,530)
Total - U.S. Govt Agencies						\$ 4,247,023	\$ 4,191,413	\$ 4,083,443	\$ (107,970)
U. S. Treasury Securities									
Water & Sewer	United States Treasury Note	Huntington	1/20/2022	1/31/2023	0.559%	7,964,375	-	7,906,240	(58,135)
Water & Sewer	United States Treasury Note	Huntington	2/23/2022	2/28/2023	1.070%	1,980,993	-	1,973,440	(7,553)
General	United States Treasury Note	Huntington	3/24/2022	0315/2024	2.119%	1,928,047	-	1,922,500	(5,547)
Total - U.S. Treasury Securities						\$ 11,873,415	\$ -	\$ 11,802,180	\$ (71,235)
Grand Total						\$ 105,460,631	\$ 90,493,121	\$ 105,208,175	\$ (225,727)

The Charter Township of Northville
Interest Earned by Financial Institution
For the Period Beginning January 1, 2022 through March 31, 2022

	<u>Dividend and interest income</u>
<u>Comerica Bank</u>	
JFunds	\$ 240
Investments	4,011
Comerica Total	<u>\$ 4,251</u>
<u>Fifth-Third Securities</u>	
Investments	\$ 1,254
Fifth-Third Total	<u>\$ 1,254</u>
<u>UBS Financial Services</u>	
Investments	\$ 709
UBS Total	<u>\$ 709</u>
<u>Level One</u>	
Money Market	\$ 1,959
Level One Total	<u>\$ 1,959</u>
<u>Michigan CLASS</u>	
Cooperative Liquid Asset Securities	\$ 9,601
Michigan CLASS Total	<u>\$ 9,601</u>
<u>Huntington</u>	
Checking	\$ 13
Investments	291
Huntington Total	<u>\$ 304</u>
<u>Citizens</u>	
Checking	\$ 12
Citizens Total	<u>\$ 12</u>
<u>Premier Bank</u>	
IntraFi Network Deposits	\$ 4,390
Premier Bank Total	<u>\$ 4,390</u>
All Financial Institutions	<u>\$ 22,481</u>

Regular Agenda Items

2.A

**CHARTER TOWNSHIP OF NORTHVILLE
RESOLUTION 2022-036
2022 Northville Citizen of the Year Award
MARY KAY GALLAGHER**

WHEREAS: On behalf of the Northville Community, Supervisor Abbo and the Board of Trustees, we are proud to honor and congratulate Mary Kay Gallagher on being selected as the 2022 Northville Chamber of Commerce "Citizen of the Year"; and,

WHEREAS: Mary Kay Gallagher received her Bachelor of Arts degree in Elementary Education in 1983 and her Master of Arts degree in Education Leadership in 1985 from Michigan State University. She also returned to MSU and earned her Doctoral degree in 1989; and,

WHEREAS: During her 38 year career, Mary Kay has shown her commitment to Northville as the Early Childhood Development Center Director, the principal of Moraine Elementary, the Assistant Superintendent of Instructional Services and, now, the Northville Public Schools' Superintendent; and,

WHEREAS: Throughout this educational journey she has earned the admiration of those around her with her ever-present mindset. Superintendent Gallagher's vast knowledge, willingness to volunteer for the betterment of the community and assistance with all district events has helped Northville Community Schools become #1 in the State of Michigan. Her efforts will forever impact both the schools and the community at large; and,

WHEREAS: Superintendent Gallagher's wisdom and dedication have reached well beyond the Northville Community. She has helped our youth develop a passion for learning that will never cease to grow, allowing them to venture into society with the drive and inspiration needed to accomplish their own goals; and,

WHEREAS: Mary Kay Gallagher will be retiring as Superintendent of Northville Public Schools at the end of the 21-22 school year. On behalf of Northville Township, the Board of Trustees would like to thank Mary Kay for her exemplary service over the past four decades and wish her well on her upcoming retirement; and,

NOW, THEREFORE, BE IT RESOLVED: That the Board of Trustees of the Charter Township of Northville congratulates Mary Kay on this special and well-deserved recognition and offer our sincere appreciation for all that you've done and contributed to the Northville Community, making it the special place it is, to work and play.

RESOLUTION DECLARED ADOPTED:

I, Roger Lundberg, Clerk of the Charter Township of Northville, 44405 Six Mile Road, Northville, Michigan 48168, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of Resolution 2022-036 of the Board of Trustees.

AMENDED LAND BANKING AGREEMENT

The Land Banking Agreement, effective February 1, 2022 (the “Effective Date”), is ratified and confirmed in all respects, except as amended hereby on April 21, 2022 (the “Agreement”) by and between the **State Land Bank Authority**, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the “SLB”) and the **Charter Township of Northville**, whose address is 44405 Six Mile Road, Northville, Michigan 48168 (the “Township”) and the **Charter Township of Northville Brownfield Redevelopment Authority**, whose address is 44405 Six Mile Road, Northville, Michigan 48168 (the “NTBRA”).

RECITALS

WHEREAS, the above-identified parties have mutually accepted the following:

A. The Township is the owner of the real property legally described as parcels 071-99-0002-701 and 071-99-0002-702 and the NTBRA is the owner of the real property described as parcel 066-99-0001-725 on the attached Exhibit A (collectively, the “Property”) located in the Charter Township of Northville, County of Wayne, State of Michigan.

B. The Township and NTBRA propose to market the Property to potential developers for redevelopment focused on technology-based research and development, commercial, and advanced light manufacturing facilities.

C. The Township’s and NTBRA’s ability to attract and support redevelopment of the Property is dependent upon critical upgrades of public infrastructure, including roadways and the sanitary sewer and potable water systems.

D. The improvements to the infrastructure of the Property are not financially feasible without Brownfield incentives. The Property currently is not a Brownfield site eligible for reimbursement of all eligible activities defined in P.A. 381 of 1996, as amended (the “Act 381”), which is a critical impediment to the marketing and redevelopment of the Property.

E. The Township and NTBRA desire development to occur and the SLB is willing to assist to make the Property eligible for more Brownfield incentives under Act 381.

F. The Township and NTBRA desire to transfer the Property to SLB so that the Property may become eligible for more Act 381 Brownfield incentives. The Township and NTBRA shall cause the acquisition of the Property by future developer(s) and/or shall reacquire the Property, pursuant to the terms and conditions set forth in this Agreement.

G. The SLB and Township and NTBRA desire to establish the terms, covenants, and conditions upon which the Township and NTBRA will transfer the Property to SLB and the terms, covenants, and conditions upon which SLB shall convey the Property to future developer(s) and/or back to Township and/or NTBRA.

NOW, THEREFORE, in consideration of the economic development potential of the Property committed to by the Township and NTBRA, the submission of a proposed brownfield development plan, and the mutual covenants and agreements contained in this Agreement, receipt of which is severally acknowledged, the SLB, Township and NTBRA hereby agree as follows:

1. Transfer of Property.

1.1. Within seven (7) business days of the Effective Date, assuming all other conditions set forth herein are satisfactory to SLB, the Township and NTBRA shall transfer to SLB all of their rights, title and interest in the Property (the "Transfer"). The Property shall be conveyed by warranty deed(s) in form acceptable to SLB, subject to the parties' continuing rights contained herein, to the SLB for One Dollar (\$1.00) with the Township and NTBRA bearing all costs and fees associated with the Transfer. The warranty deed(s) shall only be subject to any easements, covenants, and building and use restrictions of record, if any. The Township and NTBRA shall also deliver a standard owner's affidavit acceptable to SLB. The Township and NTBRA shall also be responsible for paying all real property taxes and assessments, if any, that are not only due and payable at the time of the Transfer, but also all real property taxes and assessments, if any, that may become due and payable while SLB holds title to the Property. The SLB shall file a Property Transfer Affidavit of the transfer, claiming applicable exemption(s).

1.2. In consideration of the SLB accepting the Transfer of the Property, the SLB grants the Township and NTBRA an exclusive option to purchase the Property or portions thereof, with all applicable easements, rights, and appurtenances for One Dollar (\$1.00) (the "Option"), or the Township and NTBRA shall cause the acquisition of the Property by future developer(s) pursuant to a negotiated purchase agreement(s) (upon terms reasonably satisfactory to the SLB), and/or the Township and NTBRA shall be required to reacquire the Property, all as set forth in Section 3 of this Agreement. The Township and/or NTBRA may elect to exercise the Option on all or a part of the Property by giving written notice to SLB as provided in Section 3.3. The Township and/or NTBRA may exercise the Option as many times as they elect during the term of this Agreement to acquire one or more portions or all of the Property. Each portion of the Property that the Township and/or NTBRA elect to acquire shall be approved by SLB for conveyance as a land division of the Property and shall have been approved for a land division by the necessary local authorities.

1.3. At the time of Transfer, the Property shall not be subject to any liens, judgments, mortgages, or other encumbrances, held by any third party. As evidence thereof, Township and NTBRA shall furnish at their sole expense suitable title evidence, to wit: a commitment for title insurance or a title search in a form acceptable to SLB. Said title evidence shall be issued in advance of the conveyance and shall be approved by SLB prior to the Transfer contemplated hereby. SLB may require that an acceptable owner's policy of title insurance without standard exceptions be provided to SLB at the closing of the Transfer. SLB may also require that an acceptable ALTA/NSPS Land Title Survey of the Property be provided to SLB prior to the closing of the Transfer. These shall be paid for by Township and/or NTBRA. As of the date of the Transfer of the Property no third party shall have any interest, lease, license, permit or other occupancy or use rights therein, except for the Hamblin License Agreement of March 18, 2018, as extended.

1.4. The Township and NTBRA shall provide to SLB in advance of the Transfer any and all environmental assessments, surveys, investigations and reports which it has in its possession and shall provide access to surveys, maps, plans and diagrams concerning the Property. The SLB retains the right to refuse to accept the Transfer of the Property in the event the SLB has reasonable concern as to such environmental contamination other than that disclosed in the reports of environmental assessments, surveys and investigation provided under this section. The Township and NTBRA acknowledge, affirm, represent and warrant that neither the Township nor NTBRA, nor any of its officers, directors, agents or employees have any knowledge (actual or constructive) of any environmental contamination on the Property other than that disclosed in reports of environmental assessments, surveys and investigations provided under this section.

The Township and NTBRA at their sole cost and expense shall have a Phase I Environmental Site Assessment of the Property in its entirety performed on behalf of SLB as prospective owner to assess and analyze its condition before the Transfer of the Property. The Township and NTBRA at their sole cost and expense shall also have a Baseline Environmental Assessment Report, based on existing environmental assessment results demonstrating all tax parcels of the Property to be “facilities” as defined in Part 201 of P.A. 451 Of 1994, as amended, prepared on behalf of SLB as prospective owner. It is the express intent of the parties that the SLB not incur any environmental out-of-pocket expenses or liabilities by entering into this Agreement.

1.5. The Township and NTBRA shall be responsible for paying any and all water and other utility bills, if any, that are not only due at the time of the Transfer, but also any and all water and other utility bills, if any, that may become due while SLB holds title to the Property.

2. Terms and Use of Property.

2.1. Following the Transfer of the Property, SLB authorizes the Township, NTBRA and/or their prospective Purchaser of a parcel(s) to enter the Property (with prior notice to SLB) to conduct surveys, inspections, and Development Activities (as defined herein), and the Township and NTBRA hereby release and agree to hold harmless SLB from any and all liability associated with such entry, and represents and warrants that they will comply with all applicable laws, rules, regulations and ordinances regarding environmental and other matters. It is the responsibility of the Township, NTBRA and their prospective purchaser(s) to obtain any and all necessary permits and licenses required to perform the Development Activities set forth herein and, when applicable, to arrange for subsequent inspections through the appropriate authorities. The Township, NTBRA and prospective purchaser(s) will comply with all applicable local codes, regulations and ordinances, and will comply with all applicable State and Federal codes and laws.

2.2. To the extent permitted by law, the Township and NTBRA shall indemnify, defend, and hold harmless the SLB, its Board and its employees (the “Indemnified Parties”) from any and all liability arising out of or in any way related to SLB’s performance under this Agreement, including, but not limited to, costs of defense arising out of, or in any way connected to SLB’s ownership of the Property, or any liability resulting from any acts of Township and/or NTBRA’s employees or agents; provided, however, the Township and NTBRA shall not be obligated to indemnify, defend, and hold harmless the Indemnified Parties from the wrongful acts or omissions of the Indemnified Parties.

2.3. The Township, NTBRA, prospective purchaser(s) and their consultants and contractors, conducting any activities authorized in paragraph 2.1 on a portion of the Property, shall obtain, at their sole cost and expense prior to commencement by them of any of those activities, policies of insurance as set forth below, to protect the Township, NTBRA and the SLB, and their respective officials and employees, endorsed as additional named insured(s) where applicable, from claims that might arise out of or as a result of Township and/or NTBRA and/or prospective purchaser(s) and their consultants and contractor’s operations or activities on, at or related to the Property:

- A. Commercial General Liability – Occurrence form, including coverage for bodily injury, personal injury, property damage (broad form), premises/operations, blanket contractual, and products/completed operations.

Minimum Limits:

- \$5,000,000 per occurrence

- B. Motor Vehicles.– Michigan no-fault coverage, and residual motor vehicle liability, comprehensive form, covering owned, hired, and non-owned motor vehicles.

Minimum Limits:

- No-fault coverages – statutory
- \$500,000 per person / \$1,000,000 per accident – bodily injury
- \$500,000 per occurrence – property damage **OR**
- A combined single limit of \$1,000,000 per occurrence

- C. Workers Compensation-

- Required statutory limits of the State of Michigan.

Said policies of insurance shall be with companies licensed to do business in the State of Michigan and in a form satisfactory to SLB. Cancellation, material restriction, non-renewal or lapse of any of the required policies shall be grounds for immediate termination of this Agreement by SLB, and in the event the Agreement is so terminated by SLB, SLB shall immediately transfer and convey fee title to the Property back to Township and NTBRA. Any reduction or exhaustion in the limits of required insurance coverage shall not be deemed to limit the indemnification afforded in accordance with this Agreement or any

amendments thereto. The Township and NTBRA waive all rights against the SLB for the recovery of damages that are covered by insurance policies the Township and NTBRA are required to maintain pursuant to this Agreement. The Township's and/or NTBRA's failure to obtain and maintain the required insurance will not limit this waiver. All insurance coverage provided relative to this Agreement is primary and non-contributing to any comparable liability insurance (including self-insurance) carried by SLB. If the Township and/or NTBRA and/or prospective purchaser(s) and their consultants and contractors policies contain coverage limits higher than the required minimums, the Township, NTBRA and SLB are entitled to coverage to the extent of the higher limits. The minimum limits of coverage specified are not intended, and may not be construed, to limit any liability or indemnity of the Township and NTBRA to any indemnified party or other person.

Any and all required insurance policies shall be maintained until Reconveyance has occurred as set forth in Section 3 of this Agreement. The Township, NTBRA and prospective purchaser(s) shall be responsible for providing evidence of the renewal of any insurance policy.

2.4. The Township, NTBRA and prospective purchaser(s) shall provide complete release and waiver of all liens on their parcels of the Property arising out of activities by them authorized under paragraph 2.1 or this Agreement, if any, or a bond satisfactory to the SLB indemnifying it against any lien, all to the satisfaction of the SLB.

2.5. Development Activities shall mean: Any activity involving the collection of soil and/or groundwater samples or performance of other testing to accommodate environmental, geotechnical or other due diligence investigations preliminary to a purchase of a parcel(s).

2.6. During the term of this Agreement, the SLB shall have no obligation to secure or maintain the Property. It is understood that the Township and NTBRA will provide any and all required maintenance, insurance, and security during the term of this Agreement. To the extent SLB shall incur any costs to maintain the Property in compliance with all governmental laws, rules, regulations or ordinances, the Township and/or NTBRA shall pay the actual costs incurred by the SLB, plus a 20% administrative fee, payable within thirty (30) days of receiving an invoice from the SLB.

2.7. During the term of this agreement, other than its receipt and recording of the warranty deed referenced herein, the SLB shall not cause or allow any liens, judgments, mortgages or other encumbrances to attach to title of the property. Regardless of the date of an applicable Closing, the Township and NTBRA shall be responsible for any and all taxes, water, and other utilities upon the Property during the SLB ownership.

2.8. It is the express intent of the parties that the SLB not incur any expenses or liabilities by entering into this Agreement.

3. Reconveyance.

3.1. Following the effective date of this Agreement, Township and NTBRA shall have fifteen (15) years in which to A) exercise their Option by giving written notice as provided in Section 3.3, B) cause the acquisition of the Property or part thereof by future developer(s), pursuant to a negotiated purchase agreement(s) (upon terms satisfactory to the SLB, following review prior to execution of the purchase agreement), and/or C) reacquire the Property itself (all hereinafter the "Reconveyance") from SLB (the "Reconveyance Period") and close as provided in Section 8. The SLB shall convey to Township and/or NTBRA and/or future developer(s) all of its rights, title and interest in the Property, or part thereof. The Property shall be reconveyed by quit claim deed subject to any encumbrances present at the Transfer, approved or caused by the Township and/or NTBRA, and any and all restrictions, zoning ordinances and title exceptions, if any, conveying marketable title to the Property to the Township and/or NTBRA and/or future developer(s), but the Township and/or NTBRA and/or future developer(s) shall bear all costs and fees associated with the Reconveyance. SLB shall not transfer or convey any interest in the Property except as provided in this Agreement. In the event the Township and/or NTBRA fails to properly exercise the Option before the Reconveyance Period expires, the SLB shall reconvey the Property or any part thereof to the Township and/or NTBRA, respectively, for the sum of Ten Thousand Dollars (\$10,000.00).

3.2. The SLB shall also have the right, at any time within the Reconveyance Period, to require the Township and/or NTBRA to exercise their reacquisition rights by giving written notice of the requirement that it exercise its right to reacquire the Property. In such case, the Township and/or NTBRA must exercise its right to reacquire the Property within 90 days of receipt of such notice.

3.3. The Township and/or NTBRA and/or future developer(s) may elect to acquire all or a part of the Property at any time during the Reconveyance Period of this Agreement pursuant to Section 3.1 by notifying the SLB in writing of its election to purchase all or part of the Property (the "Election Notice"). The Election Notice may be delivered in person, by certified mail, or by overnight delivery service. The Township and/or NTBRA and/or future developer(s) may exercise the Option provided for in this Agreement on one or more occasions by giving an Election Notice to SLB at SLB's address stated herein or at a subsequent address that SLB provides to Township and/or NTBRA in writing. The Election Notice shall specify the portions of the Property that are to be acquired pursuant to the exercise.

4. Right of First Refusal. If at any time SLB receives interest in the property, including but not limited to a bona fide written offer from an unrelated third party to purchase the Property, SLB shall give notice to the Township and/or NTBRA of the interested party's contact information, and/or terms of the proposed offer. The Township and/or NTBRA shall then have sixty (60) calendar days to negotiate and accept a purchase agreement with the third party (upon terms reasonably satisfactory to the SLB). If the Township and/or NTBRA fails to do so, SLB may then sell the Property to the offeror on the terms and conditions disclosed, and absent reasonable objection by the Township and/or NTBRA. If SLB does not close the transaction with the offeror

after the Township's and/or NTBRA's failure to agree to terms of a purchase agreement, the right of first refusal shall be reinstated and be in place until its termination as provided below. This right shall terminate upon the expiration of the Reconveyance Period.

After termination, the Township and/or NTBRA shall, at SLB's request, execute and acknowledge any reasonable documents stating that this Right of First Refusal is terminated and of no effect.

5. Post-Closing Obligations.

5.1. In the event the Property is sold to future developer(s), the Township and/or NTBRA covenant and agree that the developer(s)' development project shall be included in an Act 381 Brownfield Plan approved by MITC and the local governing bodies prior to Closing.

5.2. The Township and/or NTBRA and/or future developer(s) agree to prosecute, or cause to be prosecuted, any improvements upon the Property in a good and workmanlike manner in accordance with the terms of this Agreement.

6. Default. In the event of default by the Township and/or NTBRA and/or future developer(s), SLB will provide written notice of default to Township and/or NTBRA and/or future developer(s). If the Township and/or NTBRA and/or future developer(s) fail to cure within 30 days after the SLB's written notice, SLB shall be entitled to terminate this Agreement by written notice delivered to Township and/or NTBRA and/or future developer(s). Further, in the event of such a termination, Township and/or NTBRA and/or future developer(s) and SLB agree that SLB's damages would be difficult or impossible to ascertain, and therefore, as a reasonable estimate of such damages, the parties agree that Township and/or NTBRA and/or future developer(s) shall pay SLB as liquidated damages the sum of Fifteen Thousand Dollars (\$15,000.00) per parcel or part thereof that is in default. In the event of a default by Township and/or NTBRA and/or future developer(s), Township and/or NTBRA and/or future developer(s) shall pay all of SLB's reasonable costs and attorneys' fees in enforcing this Agreement.

In the event of default by SLB, Township and/or NTBRA and/or future developer(s) will provide written notice of default to SLB. If SLB fails to cure within thirty (30) days after the Township and/or NTBRA's and/or future developer(s) written notice Township and/or NTBRA and/or future developer(s) shall be entitled to, at its election: (i) terminate this Agreement by written notice delivered to SLB; or (ii) obtain specific performance of the terms and conditions hereof.

7. Notice, Closing and Possession. Following the Election Notice, each applicable Closing will occur at a location and time agreed upon by both the SLB and Township and/or NTBRA and/or future developer(s). Each applicable Closing shall occur within thirty (30) calendar days of the applicable Election Notice (the "Closing"), but no later than within thirty (30) calendar days after the expiration of the Reconveyance Period. SLB shall deliver possession of the Property to Township and/or NTBRA and/or future developer(s) at the Closing.

7.1. A Quit Claim Deed reasonably acceptable to the Township and/or NTBRA or Developer(s) (in the general form attached hereto as Exhibit B) will be prepared by SLB

for each applicable Closing. All other closing documents will be prepared by the Township and/or NTBRA and/or future developer(s). All closing costs, title insurance premiums, taxes and special assessments, if any, will be paid by Township and/or NTBRA and/or future developer(s). Each of the parties shall be responsible for its own legal fees.

7.2. At each applicable Closing, pursuant to a negotiated purchase agreement for developer(s), SLB will convey title to the applicable parcel(s) of Property by Quit Claim Deed, subject to any encumbrances present at the Transfer, approved or caused by the Township and/or NTBRA, and any restrictions, zoning ordinances and title exceptions, if any. Township and/or NTBRA and/or future developer(s) will accept the applicable parcel(s) of Property "AS IS, WHERE IS, WITH ALL FAULTS" that is, in its then present condition. The SLB shall expeditiously record the Quit Claim Deed for a parcel or part thereof transferred to a developer. The Township or NTBRA shall expeditiously record the Quit Claim Deed for any parcels or parts thereof transferred to the Township or NTBRA, respectively, and provide notice of such recording(s) to the SLB.

7.3. The execution and delivery of each Quit Claim Deed by the SLB will be deemed to be in full performance and discharge of all the terms and conditions of this Agreement to be observed or performed by SLB, except those that are stated expressly to survive the Closing.

8. Zoning, Safety and Regulatory Compliance. When title passes to the Township and/or NTBRA and/or future developer(s) at an applicable Closing, the Property will immediately become subject to certain State of Michigan (the "State") safety and regulatory laws and to certain local ordinances and regulations (including zoning and use requirements) to which the Property was not previously subject to because it was owned by the State. The Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that in certain substantial respects the Property may not comply with such statutes, rules, ordinances and regulations and may have to be substantially altered or repaired to become compliant. The Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that they will comply with all zoning and use requirements. The Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that the SLB is under no obligation to take any action to bring the Property into compliance with such statutes, and that the Township and NTBRA and any future developer(s) have had the opportunity to make a personal inspection of the Property. The Township and NTBRA further acknowledge, and any future developer(s) shall acknowledge, that it is their responsibility to consult with all State and local regulatory agencies, which have and will continue to have, or will obtain jurisdiction.

9. Real Estate Broker. The SLB and Township and NTBRA acknowledge, and any future developer(s) shall acknowledge, that there is no broker entitled to any fee from SLB.

10. Notices. Notices under this Agreement must be delivered to:

Township:
Charter Township of Northville
44405 Six Mile Road

Northville, Michigan 48168
Attention: Mark Abbo, Township Supervisor

NTBRA:

Charter Township of Northville Brownfield Redevelopment Authority
44405 Six Mile Road
Northville, Michigan 48168
Attention: Joe Vig, Chair

SLB:

State Land Bank Authority
PO Box 30766
Lansing, Michigan 48909
Attention: Director

Facsimile or electronic notices will not be accepted. Either party may change its address by giving notice of the change to the other party.

11. Representations and Warranties. The Township and NTBRA represent and warrant and the SLB represents, as follows:

11.1. The Township and NTBRA each have the full right, power and authority to reacquire their portions of the Property as provided in this Agreement and to carry out its obligations hereunder, and all requisite action necessary to authorize the Township and NTBRA to enter into this Agreement and to carry out their obligations hereunder have been, or by the Closing will have been, taken. The persons signing this Agreement on behalf of Township and NTBRA are authorized to do so.

11.2 The SLB represents that it has the full right, power and authority to acquire the Property as provided in this Agreement and to carry out its obligations hereunder, and all requisite action necessary to authorize the SLB to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. The persons signing this Agreement on behalf of the SLB are authorized to do so.

11.3. There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against the Township and/or NTBRA which, if adversely determined, could interfere with the consummation of the transaction contemplated by this Agreement.

11.4. The foregoing representations and warranties shall be continuing and shall be true and correct as of the Effective Date and as of the Closing, and all such representations and warranties shall survive the Closing.

12. Public Policy Provisions.

12.1. Nondiscrimination. Pursuant to MCL 37.2209 and MCL 37.1209, Township and NTBRA will comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 et seq.; the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 et seq.; and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it will not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. In addition, as provided in Executive Directive 2019-09, Township and NTBRA shall not discriminate against any employee or applicant for employment with respect to his or her hire, terms, tenure, conditions or privileges of employment, or any matter directly or indirectly related to employment because of religion, race, color, national origin, age, sex, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The Township and NTBRA agree to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

12.2. Unfair Labor Practices. Pursuant to MCL 423.324, the State may void a contract if Township and NTBRA or any of their contractors, subcontractors, manufacturers, or suppliers appear in the register compiled pursuant to 1980 PA 278, MCL 423.321 et seq. A breach of this covenant will constitute a material breach of a contract arising out of this Agreement.

13. Miscellaneous Provisions.

13.1. It is expressly understood and agreed that neither the SLB nor the Township nor NTBRA may assign its interest under this Agreement or any portion thereof without the prior written consent of the other party, its successors or assigns which consent shall not be unreasonably withheld or delayed.

13.2. Any news releases or other media releases to the public of information by the Township and/or NTBRA with respect to the sale of the Property or any matters set forth in this Agreement will only be made after advance notice to the SLB and absent its timely objection.

13.3. Each provision of this Agreement is severable from all other provisions of the Agreement and, if one or more of the provisions of the Agreement is declared invalid, the remaining provisions of this Agreement will remain in full force and effect.

13.4. This Agreement may be changed or modified only if in writing and signed by both parties.

13.5. Each party will, without further consideration, execute and deliver such other documents and take such other action, whether prior or subsequent to a Closing, as may be reasonably requested by the other party to consummate more effectively this Agreement. Without limiting the generality of the foregoing, the Township and NTBRA will, and shall cause any future developer(s) to, if requested by SLB, execute acknowledgments of receipt with respect to any materials delivered by SLB to the Township and/or NTBRA and/or future developer(s) with respect to the Property. The provisions of this Section will survive each applicable Closing.

13.6. The provisions of this Agreement and of the documents to be executed and delivered at each applicable Closing are and will be for the benefit of SLB and Township and/or NTBRA, and/or future developer(s), only and are not for the benefit of any third party. Accordingly, no third party will have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at an applicable Closing.

13.7. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, and all of which when taken together, will constitute the same instrument.

13.8. Captions and headings used in this Agreement are for information and organizational purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Agreement.

13.9. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing to the party making the waiver.

14. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the State of Michigan, and no action will be commenced by or against the SLB, their designees, agents or employees for any matter whatsoever arising out of this Agreement in any court other than the Michigan Court of Claims.

15. Entire Agreement. This instrument constitutes the entire agreement between the SLB and the Township and NTBRA, and there are no other terms, conditions, promises, understandings, statements or representations, express or implied, oral or written, concerning the transaction contemplated hereunder. This Agreement will inure to the benefit of and bind the parties and their respective agents, representatives, successors and assigns.

[signatures begin on the next page]

IN WITNESS WHEREOF, the parties have signed and delivered this Agreement as of the dates written below and this Agreement shall be effective as of the Effective Date.

**TOWNSHIP:
CHARTER TOWNSHIP OF NORTHVILLE**

By: Mark Abbo
Its: Township Supervisor

Dated: _____

**NTBRA:
CHARTER TOWNSHIP OF NORTHVILLE
BROWNFIELD REDEVELOPMENT AUTHORITY**

By: Joe Vig
Its: Chair

Dated: _____

**SLB:
STATE LAND BANK AUTHORITY**

By: Jeffrey M. Huntington
Its: Authorized Officer

Dated: _____

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Parcel No.: 071-99-0002-701

PT OF THE S 1/2 OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE SW COR OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND PROC TH FROM SD POB N 85 D 48 M 32 S E, ALONG THE S LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF PHOENIX RD (66 FT WIDE), A MEASURED DIST OF 2726.58 FT (DESC 2726.55 FT) TO THE S 1/4 COR OF SD SEC 18; TH N 85 D 47 M 40 S E, CONT ALONG THE S LINE OF SD SEC 18 AND THE CENTER LINE OF SD PHOENIX RD, A DIST OF 1493.08 FT TO THE PT OF INTERSEC OF SD SEC LINE, WITH THE SERLY LINE OF THE CHESAPEAKE AND OHIO RAILRD RIGHT-OF-WAY (99 FT WIDE); TH N 68 D 08 M 00 S W, ALONG SD SERLY RAILRD RIGHT-OF-WAY LINE, A DIST OF 1554.74 FT TO A PT OF CURVE IN SD RIGHT-OF-WAY LINE; TH CONT ALONG SD RAILRD RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, CONCAVE TO THE S, RAD 7472.79 FT, AN ARC DIST OF 2008.25 FT, (CHD BEARS N 75 D 49 M 57 S W, 2002.32 FT) TO A PT; TH CONT ALONG SD SERLY RAILRD RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, CONCAVE TO THE S, RAD 7472.79 FT, AN ARC DIST OF 477.87 FT, (CHD BEARS N 85 D 21 M 50 S W, 477.79 FT) TO A PT; TH S 02 D 31 M 45 S E, A DIST OF 325.62 FT TO A PT; TH S 87 D 28 M 15 S W, A DIST OF 350.00 FT TO A PT; TH S 02 D 31 M 45 S E, ALONG A LINE 60.00 FT E OF, AS MEASURED AT RIGHT ANGTS TO AND PARALLEL WITH THE W LINE OF SD SEC 18, A DIST OF 774.19 FT TO A PT; TH S 87 D 28 M 15 S W, A DIST OF 27.00 FT TO A PT; TH N 02 D 31 M 45 S W, ALONG A LINE 33.00 FT E OF, AS MEASURED AT RIGHT ANGTS TO AND PARALLEL WITH THE W LINE OF SD SEC 18, A DIST OF 900.00 FT TO A PT; TH S 87 D 28 M 15 S W, A DIST OF 33.00 FT TO A PT ON THE W LINE OF SD SEC 18; TH S 02 D 31 M 45 S E, ALONG THE W LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF NAPIER RD (66 FT WIDE), A DIST 1200.00 FT TO THE POB. THE ABOVE DESC PARCEL IS SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SERLY AND WERLY 33 FT THEREOF FOR RD PURPOSES (PHOENIX RD AND NAPIER RD). CONTAINING 81.569 +/- AC.

Parcel No.: 071-99-0002-702

PT OF THE S 1/2 OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND BEING MORE PARTICULARLY DESC AS FOLLOWS: BEG AT THE SE COR OF SEC 18, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI AND PROC TH FROM SD POB N 02 D 49 M 15 S W, ALONG THE E LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF RIDGE RD (66 FT WIDE), A DIST OF 1274.02 FT TO A PT; TH S 87 D 02 M 13 S W, A DIST OF 1326.80 FT TO A PT; TH S 02 D 36 M 43 S E, A DIST OF 23.28 FT TO A PT; TH S 86 D 26 M 11 S W, A MEASURED DIST OF 2667.93 FT (DESC 2668.14 FT) TO A PT ON THE NERLY LINE OF THE CHESAPEAKE AND OHIO RAILRD RIGHT-OF-WAY (99 FT WIDE); TH ALONG SD NERLY RAILRD RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, CONCAVE TO THE S, RAD 7571.79 FT, AN ARC DIST OF 1559.40 FT, (CHD BEARS S 74 D 02 M 00 S E, 1556.65 FT) TO A PT OF TANG IN SD RIGHT-OF-WAY LINE; TH CONT ALONG SD NERLY RAILRD RIGHT-OF-WAY LINE S 68 D 08 M 00 S E, A DIST OF 1757.08 FT TO A PT ON THE S LINE OF SD SEC 18; TH N 85 D 47 M 40 S E, ALONG THE S LINE OF SD SEC 18, SD LINE BEING ALSO THE CENTER LINE OF PHOENIX RD (66 FT WIDE), A DIST OF 924.67 FT TO THE POB. THE ABOVE DESC PARCEL IS SUBJECT TO THE RIGHTS OF THE PUBLIC OVER THE SERLY AND EERLY 33 FT THEREOF FOR RD PURPOSES (PHOENIX RD AND RIDGE RD). CONTAINING 68.194 +/- AC.

Parcel No.: 066-99-0001-725

PT OF THE SW 1/4 OF SEC 17, T. 1 S., R. 8 E., NVILLE T.SHIP, WAYNE COUNTY, MI DESC AS: BEG AT THE SW COR OF SD SEC; TH N00D05M06SW 934.79 FT ALONG THE W LINE OF SD SEC, SD LINE ALSO BEING THE CENTERLINE OF RIDGE RD, VARIABLE WIDTH; TH N89D50M24SE 600.00 FT; TH S00D05M06SE 441.49 FT; TH N89D50M24SE 864.13 FT; TH S00D09M39SE 81.72 FT; TH S25D09M52SE 299.64 FT; TH S00D09M39SE 140.02 FT TO THE S LINE OF SD SEC 17 AND THE CENTERLINE OF 5 MILE RD, VARIABLE WIDTH; TH ALONG SD S LINE S89D50M24SW 1591.42 FT TO THE SD SW COR OF SD SEC 17 AND TO THE POB. SUBJECT TO RIGHTS OF WAY FOR RIDGE AND 5 MILE RDS, ANY OTHER RIGHTS OF WAY, EASEMENTS, OR RESTRICTIONS OF RECORD, AND CONTAINS 23.46 ACRES (GROSS), MORE OR LESS.

EXHIBIT B
FORM OF QUIT CLAIM DEED

QUIT CLAIM DEED

THE STATE OF MICHIGAN, by the **STATE LAND BANK AUTHORITY**, a Michigan public body corporate and politic, whose address is Post Office Box 30766, Lansing, Michigan 48909 (the "Grantor"), by authority of MCL 124.757, quit claims to the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan municipal corporation, whose address is 44405 Six Mile Road, Northville, Michigan 48168 (the "Grantee"), for _____ (\$ _____), the following described real property (the "Property") in the Charter Township of Northville, County of Wayne, State of Michigan, further described as:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Subject to any and all encumbrances, restrictions, zoning ordinances and title exceptions, if any, and including the following:

The Property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act, MCL 286.471 *et seq.*

The Grantor grants to Grantee the right to make _____ divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended.

The terms of this conveyance apply to the administrators, successors, and assigns of the parties.

STATE LAND BANK AUTHORITY

By: Jeffrey M. Huntington
Its: Authorized Officer

Date: _____

State of Michigan)
)
County of _____)

This instrument was acknowledged before me on _____, 20__, by Jeffrey M. Huntington, Authorized Officer of the State Land Bank Authority, a Michigan public body corporate and politic, on behalf of the State of Michigan.



Signature

Printed Name exactly as it appears on application
for commission as a notary public

Notary Public, State of Michigan, County of _____
My Commission expires: _____
Acting in the County of: _____

This Instrument Drafted By:
Patrick J. Ennis
State Land Bank Authority
P.O. Box 30766
Lansing, Michigan 48909
(517) 335-8212

After Recording, Return to:
Jeffrey M. Huntington, Authorized Officer
State Land Bank Authority
P.O. Box 30766
Lansing, Michigan 48909
(517) 335-8212

**THIS INSTRUMENT IS EXEMPT FROM
THE REAL ESTATE TRANSFER TAX ACT BY MCL 207.505(h)(i)
AND THE STATE REAL ESTATE TRANSFER TAX ACT BY MCL 207.526(h)(i)**

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

XXX.

Parcel No.: XXX



April 14, 2022

Mr. Todd L. Mutchler
Township Manager
Northville Township
44405 Six Mile Road
Northville, Michigan 48167

RE: Existing Facility Evaluation
Northville Township Public Safety Headquarters
41600 Six Mile Road
Northville, MI 48167

Dear Mr. Mutchler:

It was a pleasure meeting with the Police Chief, Fire Chief, Facilities Manager, and yourself at the Public Safety Headquarters on Six Mile Road. The meeting provided an exceptional understanding of the facility and its current uses.

In preparation for the meeting, the reports prepared by Fleis & Vandenbrink (F&V), dated February 10, 2022, and Michigan Municipal Risk Management Authority (MMRMA), dated March 24, 2022, were reviewed in detail. These reports offered valuable insight into the physical condition of the facility along with outlining current programmatic and liability issues within the current facility.

After reviewing the referenced reports, visiting the facility, and interviewing Northville Township's Police Chief, Fire Chief and Facilities Manager we have come to the following conclusions:

- The facility is functionally obsolete and a liability to the Township based on continued use as the Public Safety Headquarters. Deficiencies exist in virtually every area of operation.
- Physical adjacencies of the functions within the facility are introducing a serious amount of risk for public safety personnel. Major renovations are required to address these conditions.
- Maintaining public safety operations at this location during an extensive renovation will require additional cost and time.
- To maintain uninterrupted public safety operations, it may be necessary to relocate these services during construction. The cost of finding an alternate location for these critical services should be a consideration.

- The location of this facility is problematic for both the local residences and for public safety personnel. The noise associated with public safety vehicles is problematic for the local residences. To minimize disruption to local residence, dispatch patrol vehicles have limited opportunities to perform pre-dispatch safety testing.
- The location of this facility prohibits public safety functions from becoming an integral part of the community. This is not consistent with current trends in planning for public safety facilities. When public safety facilities are in busy, high traffic areas, the functions become an integral part of the community. The location can then host events and community relationships improve. The current facility is difficult to find and has no street presence. The current location presents the wrong image from a public relations perspective.
- By observation, the building envelope itself appears to generally be in reasonable condition however, the lack of fire protection in many areas, the aging mechanical systems, the lock up areas deficiencies, the risk of an aging underground fuel tank, failing critical IT infrastructure represent immediate financial and life safety risks even without regard to the functional relationship matters raised.

A major renovation of the facility could address many of the functional deficiencies outlined above and in the F&V and MMRMA reports. However, this initiative will result in a compromise to the creation of "state of the art" public services campus that the residents of Northville Township could benefit from for decades into the future. In our professional opinion, the cost of renovation on a \$/Sf basis will be significantly higher than new construction and still yield a compromise in functionality, displaced essential services, and require the facility or areas of the facility to be "off-line" for an extended period of time. Clearly the DPS component cannot be included at the existing location. It is our opinion that an alternate location for a new Public Safety facilities/DPS campus be pursued.

Regarding the current facility, it would be appropriate to pursue an alternate use for the structure. While township personnel may have alternate uses in mind, local real estate agents would offer an opinion on the best avenue to pursue to re-purpose this facility. If these efforts do not yield viable options, demolition of the facility is also an option.

It is difficult to provide an analysis of the economics associated with the various options without the benefit of additional programming and/or preliminary designs. With that in mind, budgetary evaluations can be provided for the following considerations:

1. Repurposing of the Existing Facility
2. Demolition of the Existing Facility
3. Relocation of the Public Safety Headquarters to an alternate location

We trust this information is helpful in determining a direction for this initiative that is in the best interest of the residence of Northville Township. Please do not hesitate to call with any questions.

Sincerely,
CUNNINGHAM-LIMP COMPANY



Samuel J. Ashley, Jr., President



**Board of Trustees
Request for Action**

Meeting Date:	April 21, 2022
Agenda Item:	Election Inspector Pay Increase
Department:	Clerk's Office

Support & Background Information:	<p>The township currently has some remarkably dedicated inspectors that go above and beyond to ensure that the township's elections run smoothly and efficiently. These inspectors are required to stay at their designated location all day to help from setup to closing.</p> <p>The election process has required our election inspectors to increase training and hours worked on Election day, while giving the township's voters the best experience possible. These inspectors have not had a pay increase in ten years. The Clerk's Office is requesting an increase to all inspectors' pay as follows:</p> <table border="1" data-bbox="527 850 1518 1060"> <thead> <tr> <th></th> <th>Current Rate</th> <th>Proposed Rate</th> </tr> </thead> <tbody> <tr> <td>Chairperson</td> <td>\$210/per day</td> <td>\$270/per day</td> </tr> <tr> <td>Co-Chairperson</td> <td>\$170/per day</td> <td>\$230/per day</td> </tr> <tr> <td>EPB Inspector</td> <td>\$170/per day</td> <td>\$220/per day</td> </tr> <tr> <td>Precinct Inspector</td> <td>\$150/per day</td> <td>\$200/per day</td> </tr> <tr> <td>AV Inspector</td> <td>\$140/per day</td> <td>\$200/per day</td> </tr> </tbody> </table> <p>With the proposed increase, it will keep us competitive to the surrounding areas.</p>		Current Rate	Proposed Rate	Chairperson	\$210/per day	\$270/per day	Co-Chairperson	\$170/per day	\$230/per day	EPB Inspector	\$170/per day	\$220/per day	Precinct Inspector	\$150/per day	\$200/per day	AV Inspector	\$140/per day	\$200/per day
	Current Rate	Proposed Rate																	
Chairperson	\$210/per day	\$270/per day																	
Co-Chairperson	\$170/per day	\$230/per day																	
EPB Inspector	\$170/per day	\$220/per day																	
Precinct Inspector	\$150/per day	\$200/per day																	
AV Inspector	\$140/per day	\$200/per day																	

Budget Impact:	This would require an election budget increase of approximately \$12,000 to cover the 2022 Primary and General elections.
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Suggested Motion:	Motion to approve the proposed increases to the election inspector scale as shown.
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BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

5.0

**Board of Trustees
Request for Action**

Meeting Date:	April 21, 2022
Agenda Item:	Liquor License Application Fees – Class C (On Premises)
Department:	Clerk
Support & Background Information:	<ul style="list-style-type: none">• The Michigan Liquor Control Commission (MLCC) exercises control of Alcoholic beverage traffic in Michigan and through the Licensing Division is responsible to process license applications and issue licenses approved by the MLCC Commissioners.• The MLCC has established a quota system based on the decennial census limiting the number of on-premises licenses for consumption on the premises to one (1) public license for each 1,500 of population in a jurisdiction, and the Township currently has two new (2) on-premises liquor licenses available through the quota provisions for use within the Township.• Before an application for a new on-premises license can be filed with the MLCC, the MLCC requires the applicant to obtain a resolution of approval from the Township Board.• The Township departments including Police, Fire, Building, Planning and Clerk’s Office will expend considerable resources and taxpayer dollars in the review, investigation, and recommendation of each application.• Resolution 97-216 set the liquor license fees, used to offset the cost associated with processing and awarding these licenses, as follows:<ul style="list-style-type: none">\$1200 Class C\$1200 Class C Transfer\$1300 Class C additional names\$1500 Expedite License\$ 100 Other Expenses• The MLCC Enforcement Division now conducts full review of Class C Liquor License Transfers and no longer requires Local Governmental Unit prior approvals. <p>After review and comparison to surrounding communities, Clerk’s Office recommends the non-refundable Liquor License application fees remain the same as set in Resolution 97-216, except to reduce the fee of the Class C Transfer to \$500 to reflect the fact that MLCC has taken responsibility of conducting the full review of applicants’ credentials and any criminal history. The liquor license application and process will be defined in a Township Policy as approved by the Board of Trustees.</p>
Budget Impact:	No budget impact.
Suggested Motion:	Approve Class C Liquor License fees charged by the Township as follows: <ul style="list-style-type: none">\$1200 Class C\$ 500 Transfer of Class C Liquor License\$1300 Additional Licensee Names\$1500 Expedite License application\$ 100 Other Expenses

**Board of Trustees
Request for Action**

5.C.

Meeting Date:	April 21, 2022
Agenda Item:	Business Registration Fee Schedule
Department:	Clerk's Office
Support & Background Information:	<p>According to Ordinance §61-5, the Board of Trustees must establish the business registration fees annually.</p> <p>The Clerk's Office proposes the following:</p> <p>New Business Registration: \$100 fee Annual Update by December 31, 2022 deadline: No fee Annual Update after December 31, 2022 deadline: \$100 fee</p>
Budget Impact:	None
Suggested Motion:	Motion to approve the resolution to set the Business Registration Fee Schedule for 2022.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

5.0

**Board of Trustees
Request for Action**

Meeting Date:	April 21, 2022
Agenda Item:	Legacy Park Logo
Department:	Information Technology and Communication
Support & Background Information:	The Information Technology and Communications (ITaC) Department was asked to create a logo design concepts for Legacy Park to present to the Board of Trustees for review/approval.
Budget Impact:	No budget impact.
Suggested Motion:	Select and approve the design of the new Legacy Park Logo.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		



LEGACY PARK
Northville Township

Legacy Park
Northville Township



**Board of Trustees
Request for Action**

5.E

Meeting Date:	April 21, 2022
Agenda Item:	Fish Hatchery Park Playground Replacement
Department:	Parks and Recreation
Support & Background Information:	<p>The Fish Hatchery Park Playground equipment, installed in 1991, is well beyond its normal replacement schedule. It does not meet the current safety guidelines or accessibility standards for playground equipment. We planned and budgeted for replacement of the play equipment in 2022.</p> <p>The budget for this project (\$100,000) included removal and disposal of the existing play equipment and surfacing, site prep, purchase and installation of new play equipment, engineered wood fiber safety surfacing with under drainage, and installation of a concrete border. With that budget, we wanted to maximize the equipment we could get to provide the greatest play value. We solicited proposals, stating that the project budget was \$100,000, and asked the vendors to provide their best options for play equipment. We gave the vendors an option to submit up to 3 proposals.</p> <p>Six companies submitted proposal, totaling 17 options. (Summary attached.) Staff reviewed the proposals and narrowed the recommended options down to six. A committee then selected the preferred option, Penchura, with Landscape Structures equipment. The committee asked the selected vendor to substitute a couple of individual pieces, which they agreed to do. Installation will be scheduled between July 1 – December 1, 2022.</p>
Budget Impact:	Through an agreement between the Township and the City regarding Fish Hatchery Park improvement projects, the playground replacement cost is split evenly between the Township and City. The Township portion is budgeted in the FY2022 CIP, from the Shared Services Millage Fund. The account is 225-751-818.002.
Suggested Motion:	I move to award the Fish Hatchery Park Playground Replacement Project to Penchura, L.L.C., for the amount of \$100,000.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

Fish Hatchery Playground - Material Quantities

Vendor/Contractor	Equipment	Price	Pea Stone	Depth	EWf	EWf	Border	Border Dimensions	Total Area
JSS Macomb-#1	Kompan-Agility 13	\$97,513.61							
JSS Macomb-#2 or	Kompan-Asterope	\$99,513.61	2,160 sf	3"	130 cy		180'	8" w 16" h	36 x 60
JSS Macomb-#3	Kompan-Draco	\$99,513.61							
	Kompan-Agility 13/Add option (3)	\$99,513.61							
Penchura #1	Landscape Structure Treetops	\$99,785.00				1,520 sf			
Penchura #2	Landscape Structure Beach Comber	\$92,430.00							
Penchura #3	Landscape Structure Venti	\$89,689.00	1,980 sf	3"	92 cy	1,980 sf	164'	6" w 12" h	
Miracle (WeBuildFun) #1	Miracle Physics New Moon	\$98,247.00	1,xxx sf	3"	95 cy	1,900 sf	162'	6" w 12" h	
Miracle (WeBuildFun) #2	Miracle Physics Full Moon	\$96,192.00							
Miracle (WeBuildFun) #3	Multiple Climbers	\$80,782.00							
Sinclair Recreation #1	Gametime - Multiple	\$100,000.00							
Sinclair Recreation #2	Gametime - Multiple	\$100,000.00							
Midstates Recreation #1	IKO L Rope Climber/Asteroid Landing	\$90,913.54							
Midstates Recreation #2	Kristina's Klimber, Other Add-Ons	\$95,860.04							
Midstates Recreation #3	IKO L Rope Climber/Hattie's Hideout	\$92,962.08			66 cy	1,860 sf			
Great Lakes Recreation #1	Little Tikes Grand Strand Climber	\$100,000.00							
Great Lakes Recreation #2	Little Tikes HyPar Net/Hoopla Climber	\$100,000.00							
Great Lakes Recreation #3	Little Tikes NRG Builder Climber	\$100,000.00			100 cy		168'?		



**NOTICE - CHARTER TOWNSHIP OF NORTHVILLE
REQUEST FOR PROPOSALS**

Design, Removal & Installation of playground equipment at Fish Hatchery Park

The Charter Township of Northville will receive proposals for the **Design, Removal & Installation of playground equipment at Fish Hatchery Park** according to the specifications of the Charter Township of Northville.

Bids will be received until **10:00 AM** prevailing Eastern Standard Time, on **Thursday, January 6, 2022**. Bids may be dropped off or mailed via the **USPS to this address:**

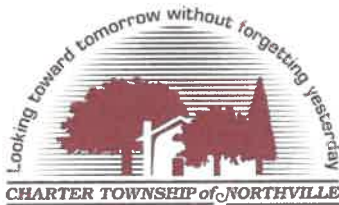
**CHARTER TOWNSHIP OF NORTHVILLE
TOWNSHIP CLERK'S OFFICE
44405 Six Mile Road
Northville, MI 48168**

All bids must be signed by a legally authorized agent of the proposing firm. **ENVELOPES MUST BE PLAINLY MARKED**

"Design, Removal & Installation of playground equipment at Fish Hatchery Park"

AND MUST BEAR THE NAME OF THE BIDDER.

The Township reserves the right to accept any or all alternative proposals and award a contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; to subdivide the award, and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Northville.



CHARTER TOWNSHIP OF NORTHVILLE

Design, Removal & Installation of playground equipment at Fish Hatchery Park

INSTRUCTIONS TO BIDDERS

This section is intended to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by the Charter Township of Northville.

Important Dates

RFB Issue Date	December 10, 2021
Last Date for Questions	Monday, January 3, 2022 by 3:30 PM Please submit all questions via email to: Nathan Reilly, Park & Facilities Supervisor nreilly@twp.northville.mi.us
Response Due Date	Thursday, January 6, 2022 by 10:00 AM

Proposal Submittals

An **ORIGINAL** of each proposal must be dropped off or mailed via USPS to the office of the Township Clerk. No other distribution of the bids shall be made by the Vendor. Proposals must be signed by an official authorized to bind the Vendor to its provisions.

FAILURE TO SUBMIT PRICING ON THE BID FORM PROVIDED BY THE CHARTER TOWNSHIP OF NORTHVILLE MAY CAUSE THE PROPOSALS TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

To be considered, sealed proposals must arrive at the location specified, by the date & time specified. There will be no exceptions to this requirement. The Charter Township of Northville shall not be held responsible for lost or misdirected proposals.

All proposals must be contained in sealed envelopes marked on the outside with the vendor's name and the name of the RFB. Bids received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone bids are not acceptable.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitted Company on the enclosed form. **ANY ERASURES OR CHANGES MADE ON THE BID FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.**

It is understood that the Charter Township of Northville is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained within the bid.

Changes to the RFP/Addendum

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request For Bid, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the staff member indicated above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Proposal provisions that the Township may decide to include, will be made as an addendum. Any addendum issued by the Township shall become part of the ITB and subsequent contract and shall be taken into account by each bidder in preparing its bid. Only written addenda are binding. It is the Bidder's responsibility to be sure they have obtained all addenda. Receipt of all addenda must be acknowledged on bid form.

Type of Contract

If a contract is executed as a result of the proposals, it stipulates a fixed price for products/ services.

Transfer of Contract/Sub-contracting

The successful bidder will be prohibited from assigning, transferring, converting or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the Charter Township of Northville. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the Charter Township of Northville for such acts or omissions.

Contract Award

The contract that will be entered into will be that which is most advantageous to the Charter Township of Northville, prices and other factors considered. The Township reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all bids; and in general to make the award of the contract in any manner deemed by the Township, in its sole discretion, to be in the best interest of the Charter Township of Northville.

Submission of Proposals

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Acceptance of Proposal Content

Should a contract ensue, the contents of the proposal of the successful bidder may become contractual obligations. Failure of a Vendor to accept these obligations may result in cancellation of the award. It should be understood by the Vendor(s) that this means that the Township expects the Vendor(s) to satisfy all requirements listed herein. Any exceptions should be explicitly noted in the Vendor's bid proposal.

Material Submitted

All documents, specifications, and correspondence submitted to the Charter Township of Northville become the property of the Charter Township of Northville and are subject to the disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFB is available without redaction to any individual or organization upon request.

Incurring Costs

The Charter Township of Northville is not liable for any costs incurred by bidders prior to issuance of contract.

Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and concise description of the Vendor's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the RFP.

Independent Price Determination

By submission of a bid, the bidder certifies, and in case of a joint bid, each party hereto certifies as to its own organization, that in connection with the bid proposal:

- (a) The prices in the bid have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any other Competitor; and
- (b) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

Each person signing the bid certifies that:

- (c) They are the person in the bidder's organization responsible within that organization for the decision as to prices being offered in the bid and that they have not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) They are not the person in the bidder's organization responsible within that organization for the decision as to prices being offered in the bid but that they have been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that they have not participated, and will not participate in any action contrary to (a) and (b) above.

A bid will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.

Minimum Insurance Requirements of Contractors

- 1.1 Prior to commencement of the work, the CONTRACTOR shall purchase and maintain during the term of the Project such insurance as will protect him, and the TOWNSHIP and its representatives from claims arising out of the work required for the project performed by the CONTRACTOR, Subcontractor(s), OR Sub-subcontractor(s) consisting of:
 - 1.1.1 Worker's Compensation Insurance including Employer's Liability to cover employee injuries or disease compensable under the Worker's Compensation Statutes of the states in which work is conducted under the Project; disability benefit laws, if any; or Federal Compensation Acts such as U.S. Longshoremen or Harbor Workers, Maritime Employment, or Railroad Compensation Act(s), if applicable. Self-insurance plans approved by the regulatory authorities in the state in which work on this project is performed are acceptable.
 - 1.1.2 A comprehensive General Liability policy to cover bodily injury to persons other than employees and for damage to tangible property, including loss of use thereof, including the following exposures:
 - (a) all premises and operations;
 - (b) explosion, collapse, and underground damage;
 - (c) Contractor's Protective Coverage for independent contractors and subcontractors employed by him;
 - (d) The usual Personal injury Liability endorsement with no exclusions pertaining to employment;
 - (e) products and completed operations coverage - this coverage shall extend through the Project Guarantee period.
 - 1.1.3 A Comprehensive Automobile Liability policy to cover bodily injury and property damage arising out of the ownership, maintenance, or use of any motor vehicles. In light of standard policy provisions concerning:
 - (a) loading and unloading; and
 - (b) definitions pertaining to motor vehicles licensed for road use vs. unlicensed or self-propelled construction equipment, it is strongly recommended that the Comprehensive General Liability and the Comprehensive Auto Liability be written by the same insurance carrier, though not necessarily in one policy.
 - 1.1.4 The CONTRACTOR will purchase a Protective Liability policy to protect the TOWNSHIP, its consultants, agents, and employees for their contingent liability for work performed by the CONTRACTOR, the Subcontractor(s), and the Sub-subcontractor(s) under this Project.
 - 1.1.5 Umbrella or Excess Liability: The TOWNSHIP or its representative may, for certain projects, require limits higher than those stated in Paragraph 1.2 which follows. The CONTRACTOR is granted the option of arranging coverage under a single policy for the full limit required or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy equal to the total limit(s) requested. Umbrella or

Excess policy wording shall be at least as broad as the primary or underlying policy(ies) and shall apply both to the CONTRACTOR's general liability and to his automobile liability insurance.

Limits of Liability

1.2 The required limits of liability for insurance coverage's request in Paragraph 1.1 shall be NOT LESS than the following:

1.2.1 Worker's Compensation:

Coverage A - Compensation	Statutory
Coverage B - Employer's Liability	\$ 500,000

1.2.2 Comprehensive General Liability:

Bodily Injury - Each Occurrence	\$1,000,000
Bodily Injury - Aggregate	\$1,000,000
Property Damage - Each Occurrence	\$ 500,000
Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,000,000

1.2.3 Comprehensive Automobile Liability:

Bodily Injury	\$ 500,000
Property Damage or Combined Single Limit	\$ 250,000 \$1,000,000

1.2.4 Township's Protective:

Bodily Injury - Each Occurrence	\$1,000,000
Property Damage - Each Occurrence	\$ 500,000
Property Damage - Aggregate or Combined Single Limit	\$1,000,000 \$2,500,00

1.2.5 Umbrella or Excess Liability: \$3,000,000

Insurance - Other Requirements

1.3 The following conditions shall also be required in regard to insurance coverage.

1.3.1 Notice of Cancellation or Intent Not to Renew: Policies will be endorsed to provide that at least 30 days written notice of cancellation or of intent not to renew shall be given to the TOWNSHIP and to the ENGINEER.

1.3.2 Evidence of Coverage: Prior to commencement of the work, the CONTRACTOR shall furnish to the TOWNSHIP, Certificates of Insurance in force on the TOWNSHIP's form of certificate provided. Other forms of certificate are acceptable only if:

(a) they include all of the items prescribed in the TOWNSHIP's form of certificate,

including agreement to cancellation provisions outlined in Paragraph 1.3.1. above;
and

(b) they have written approval of the TOWNSHIP and the ENGINEER. The TOWNSHIP reserves the right to request complete copies of policies if deemed necessary to ascertain details of coverage not provided by the certificates. Such policy copies shall be "originally signed copies," and so designated.

1.3.3 Evidence of Insurance Required for the CONTRACTOR:

(1) Worker's Compensation and Employer's Liability Comprehensive General Liability including:

- (a) all premises and operations;
- (b) explosion, collapse, and underground damage;
- (c) CONTRACTOR's Protective;
- (d) Contractual Liability for obligations assumed in the Indemnification-Hold Harmless Agreement of this Project;
- (e) Personal Injury Liability;
- (f) products and completed operations

(2) Comprehensive Automobile Liability including owned, non-owned, and hired vehicles

(3) Umbrella or Excess Liability

1.3.4 Evidence of Insurance Required for the TOWNSHIP:

(a) Township's Protective Liability which names as insured(s) the TOWNSHIP, its consultants, agents, employees.

1.3.5 Evidence of Insurance Required for the CONTRACTOR and the TOWNSHIP:

(a) Builder's Risk-Installation Floater which names as insured(s) the TOWNSHIP; its consultants, agents and employees; the CONTRACTOR and all subcontractors.

1.3.6 Qualification of Insurers: In order to determine financial strength and reputation of insurance carriers, all companies providing the coverage's required shall be licensed or approved by the Office of Financial and Insurance Services of the State of Michigan and shall have financial rating not lower than X and a Policyholder's service rated no lower than A as listed in A.M. Best's Key Rating Guide, current edition. Companies with ratings lower than A:X will be acceptable only upon written consent of the TOWNSHIP.

Additional Bonds and Insurance

1.4 Prior to delivery of Permits by TOWNSHIP to CONTRACTOR, TOWNSHIP may require CONTRACTOR to furnish such other bonds and such additional insurance, in such form and with such sureties or insurers as the TOWNSHIP may require. If such other bonds or such other insurance is specified by written instructions, the premiums shall be paid by CONTRACTOR.



CHARTER TOWNSHIP OF NORTHVILLE
Design, Removal & Installation of playground equipment at Fish Hatchery Park
SPECIFICATIONS

Overview

The Township hereby solicits proposals for the removal of existing playground equipment, design and installation of new playground equipment at Fish Hatchery Park.

Project Location

Fish Hatchery Park
641 Fairbrook
Northville, MI 48167

Design/Construction Criteria

The Contractor may submit two different conceptual drawings for the playground that meet the following criteria.

- Total Project Cost must not exceed \$100,000.
- Project must include:
 - Removal and disposal of existing playground equipment, EWF, border.
 - Site prep (grading drainage (if needed), geo-textile mat)
 - Installation of new equipment
 - Include (1) one climber in design
 - Geared for ages 5-12
 - Installation of new border
 - Installation of EWF per equipment recommendations
 - Restoration of surrounding areas with topsoil, seed and straw matting to its pre-construction condition including staging area.

Construction Timeframe/Notes

Project construction cannot begin until after July 1, 2022 and must be completed by December 1, 2022. Contractor must give NPR at least two (2) weeks' notice before construction is set to begin.

- A small section of parking lot or nearby area will be used for equipment staging (contractor is responsible for any restoration to that area.)
- Contractor is responsible for keeping the site clean and free from debris each day.
- Contractor is responsible for contacting miss-dig and any utility tracing. NPR will assist in locating private utilities in the area. Damage to nearby utilities is the responsibility of the contractor.



CHARTER TOWNSHIP OF NORTHVILLE GENERAL CONDITIONS

Preparation of RFP

1. Bidders are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The Charter Township of Northville is not liable for any costs incurred by bidders prior to issuance of an award/contract. Each bidder shall furnish all information required in the RFB. Any erasures or changes must be initialed by the person signing the bid form. Corrections or modifications received after the closing time specified will not be accepted.
3. The Charter Township of Northville reserves the right to amend this RFB prior to the Bid Opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the staff member listed in Instructions to Bidders immediately, prior to the Bid Opening date to allow for review and subsequent clarification on the part of the Charter Township of Northville.

Submission of Proposals

1. To be considered, each bidder must submit a complete response. The bid must be signed by an authorized agent of the bidding firm to bind the submitter to its provisions.
2. The required number of copies of the bid shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:
Bidder's Name
Address
Name of RFB: **Design, Removal & Installation of playground equipment at Fish Hatchery Park**
Failure to do so may result in a premature opening or failure to open such bid. Bidders must use attached bid form when included. Those which do not comply with these conditions are subject to rejection.
3. A bid may be withdrawn by giving written notice to the Township Clerk before the stated closing time. After the stated closing time, bid may not be withdrawn

or canceled for a period of one hundred twenty (120) days after stated closing time.

RFP Award

1. Upon receipt of materials, each bid will be reviewed. Bids may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery/Completion Time
 - D. Charter Township of Northville's evaluation of vendor's ability to perform
 - E. Vendor's past performance record
 - F. Charter Township of Northville's experience with products proposed
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the Charter Township of Northville
 - I. Professional References from similar contracts
 - J. Training included with the purchase of the products

The departmental recommendation will be placed on the agenda for action by the Township Board.

2. The Charter Township of Northville reserves the right to award the bid in its entirety or to subdivide the award according to the best interests of the Charter Township of Northville.

Terms

1. It is understood that the Charter Township of Northville is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the bid figure. The Township will furnish the successful bidder with tax exemption certificates when requested. The Township's tax-exempt number is 38-6006917.
2. Invoices shall be sent directly to:

THE CHARTER TOWNSHIP OF NORTHVILLE
ATTN: FINANCE DEPARTMENT
44405 Six Mile Rd.
Northville, Michigan 48168-9670
3. Fund Out - The Charter Township of Northville shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated; the Charter Township of Northville may terminate this contract upon thirty (30) days prior written notice to the contactor.
4. Non-Performance - If in the opinion of the Charter Township of Northville, the Vendor fails to perform after reasonable notice, or the Vendor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the Township reserves the right to cancel the contract by means of written notification.

CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (Refer to RFB documents)
- _____ Have you entered a unit price for each item, if required?
- _____ If required, have you entered the unit price or not-to-exceed lump sum price in both words and figures? (Unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the outside of the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and Bid opening date?
- _____ If required, are references included?
- _____ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the Office of the Township Clerk before the time specified on the date specified.
- _____ Are any bid bonds or bid deposits, if required, included with your bid?
- _____ Are all Addendums, if issued, acknowledged on your bid form?
- _____ Did you include an unbound complete original bid (marked as "Original") plus the required number of copies of your bid? Original version of your bid may be clipped but not stapled, bound, or placed in a binder.

CHARTER TOWNSHIP OF NORTHVILLE
PROPOSAL FORM

Design, Removal & Installation of playground equipment at Fish Hatchery Park

We the undersigned as proposer, propose to furnish to the Charter Township of Northville, according to the specifications, conditions and instructions attached hereto and made a part thereof. All prices shall be based on F.O.B. to 641 Fairbrook, Northville, MI 48167

Proposal #1

Item	Unit Cost	Total Price
A. Removal and disposal of existing playground equipment, EWF, border.	LS	
B. Site prep (grading drainage (if needed), geo-textile mat)	LS	
C. Play equipment including installation	LS	
D. Installation of play border	LS	
E. Installation of EWF	LS	

Total Project Cost \$ _____

Proposal #2

Item	Unit Cost	Total Price
A. Removal and disposal of existing playground equipment, EWF, border.	LS	
B. Site prep (grading drainage (if needed), geo-textile mat)	LS	
C. Play equipment including installation	LS	
D. Installation of play border	LS	
E. Installation of EWF	LS	

Total Project Cost \$ _____

*Please attach conceptual drawing to your proposal form.

We acknowledge receipt of the following Addendums: _____
(Please indicate numbers and initial)

Comments: _____

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone (Work) _____ (Cell) _____

Agent's name (printed) _____

Title: _____ E-mail _____

Signature _____ Date _____

**Board of Trustees
Request for Action**

5.F

Meeting Date:	April 21, 2022
Agenda Item:	Wayne County Park Millage Fund Allocation - Project Proposal FY21-22
Department:	Parks and Recreation
Support & Background Information:	<p>Each year Wayne County allocates funding to local municipalities from their Parks Millage Fund for local park improvement projects. The Northville Township allocation for FY2021-2022 is \$83,327. We must submit a project proposal to Wayne County, outlining the intended use of those funds. (see Attachment A – Wayne Co. letter)</p> <p>A grass roots effort, led by a group of Northville residents, has raised funds to build a skatepark in Northville. The project impetus originated, and is led by Gabriella Duhn and her family, after the tragic hit and run accident that killed their son Dominic while he was riding his skateboard. Gabriella, her family, and friends have worked tirelessly to turn this tragedy into a positive situation, by creating a safe place for all skateboarders and a welcoming place for all youth.</p> <p>Northville Township Trustees agreed to locate the proposed skatepark in Millennium Park immediately behind the Fire Station, and directly across the street from Northville High School. The Township Board also approved matching funds for the project, based on a 1:2 ratio to funds raised, up to \$150,000.</p> <p>The committee has raised approximately \$245,000 to date (funds are being donated to the Northville Mainstreet League). The committee has a spring fundraising event planned as well. The budget for a planned 10,000 square ft. skatepark will be approximately \$600,000.</p> <p>Once built, the skatepark will be owned by Northville Township and maintained by the Parks and Recreation Department.</p> <p>The Parks and Recreation Commission has approved the proposal to use both City and Township allocations for the Wayne County Park Millage Funds in FY2021-2022 for the skatepark project, and to recommend that City Council and the Township Board approve the proposed project for submission to Wayne County. City Council has approved their Wayne Co. Park Millage Fund allocation in support of the skatepark project.</p>
Budget Impact:	Wayne County Park Millage Funds of \$83,327 will support the project, in addition to the City allocation (\$8,123) and the Township matching amount up to \$150,000 from the Shared Services (Park Millage) fund, which is budgeted in the FY2022 CIP.
Suggested Motion:	I move to approve use of the \$83,327 allocated Wayne County Park Millage Funds for FY2021-2022 for the Northville Skatepark Project, and authorize the Parks and Recreation Director to submit a project proposal to Wayne County Parks on behalf of the Township.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

BOT Action Form 2022



Warren C. Evans
Wayne County Executive

January 18, 2022

Mr. Mark Abbo, Supervisor
Northville Township
44405 Six Mile
Northville, MI 48168

RE: MILLAGE FUNDING ALLOCATION FOR FISCAL YEAR 2021-2022

Dear Supervisor Abbo:

For fiscal year 2021-2022 Wayne County (the "County") has allocated \$83,327.00 to Northville Township ("Northville") from the Parks Millage Fund for *various park(s) improvements*, pending the approval of the Parks Division and the Wayne County Commission.

Please submit a project description including a cost breakdown for the proposed improvements to be completed at each project site. Also submit documentation which demonstrates that Northville holds title to each site. Examples of such documents include, but are not limited to, recorded deeds, assignments, leases, land contracts and/or other documents used to demonstrate ownership or a possessory interest in each site. These documents must also specify all covenants, restrictions, easements, or other encumbrances applicable to each site. A legal description for each site is required.

Please submit the evidence of title, legal descriptions, and project description(s) not later than 60 days after receipt of this communication. Upon receipt of the requested documentation, the County will review the same and prepare a draft intergovernmental agreement that will be forwarded to Northville for consideration. Please note that the County will not furnish any upfront funding. Northville will be required to seek reimbursement from the County for approved expenses arising from the proposed project(s).

The County encourages the utilization of all allocated funding. Unused funds are not carried over to the next fiscal year. If you have any questions or need clarification on this matter, please contact me at (734) 261-2022. We look forward to working with you in the future.

Sincerely,

Alicia C. Bradford, MSA, CPRP
Director
Wayne County Parks Division

Cc: Terry Marecki, Wayne County Commissioner
Mark Gasche, Northville Parks & Rec.
David Cartwright, Assist. Director Wayne County Parks
Eunice Pickett, DPS-Finance
Keith D'Alessando, DPS-Finance
Patricia Moore, Corporation Counsel



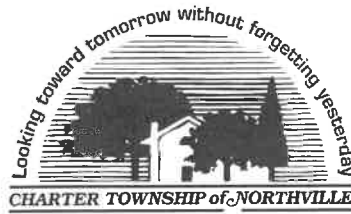
5.G

**Board of Trustees
Request for Action**

Meeting Date:	April 21, 2022
Agenda Item:	Master Plan Contract Award
Department:	Department of Public Services
Support & Background Information:	Please see attached memo.
Budget Impact:	\$100,000 was budgeted in 2022 within the General Fund for this project (101-701-827.000). No budget amendments are deemed necessary.
Suggested Motion:	I move to authorize a contract with Kendig Keast Collaborative to create a new community Master Plan, for an amount not-to-exceed \$99,900, and authorize staff to finalize the project scope prior to the clerk signing the contract.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		



Department of Public Services
44405 Six Mile Road
Northville, Michigan 48168-9547
Phone: (248) 348-5800
Fax: (248) 348-8271

MEMORANDUM

To: Board of Trustees

From: Jennifer Frey, Township Planner

Date: April 12, 2022

Subject: New Master Plan for Northville Township

In 2021, the Board of Trustees budgeted \$100,000 to undertake a new, comprehensive master plan in 2022. The township's last master plan was completed in 2007. What is a master plan and why is it important? A master plan is a document and policy guide designed to help communities create a vision for what they want to look like in the future. The Michigan Enabling Act (Act 33 of 2008) provides the legal basis for the master plan. The act outlines requirements for the preparation, content, public review, adoption and future review of the plan. The plan is used by elected officials, the planning commission and township staff to guide decisions on land use, development and preservation. The master plan forms the basis for zoning regulations. A master plan has a 10-20 year, or longer, horizon but Michigan communities are required to "review" their master plans at least every five years to ensure the content is up to date, the vision is still relevant and the community is on track for implementation.

The township issued a Request for Qualifications (RFQ) for planning consultants to guide the township through its master plan process. We received seven qualification submissions. A committee consisting of Heidi LeFever (Assistant Finance Director), Mindy Herrmann, Chris Roosen, Tim Zawodny (Planning Commission) and myself, reviewed the qualifications and selected four teams to interview. Interviews were conducted on April 7 & 8. Beyond the minimum statutory requirements, my goals for the project include: a robust and creative community engagement, ensure coordination and consensus between the planning commission and township board, develop guiding principles to serve as the foundation of the plan, balance public input with the guiding principles, address emerging, changing and post-COVID 19 pandemic land use trends, bring a fresh perspective to the planning process and produce a web-based final document that is user friendly.

While each of the teams that were interviewed were capable of preparing a master plan, the Kendig Keast Collaborative (KKC) presented an inspirational approach and were unanimously the committee's clear choice to lead the township through the master plan process. The main items that made the KKC team stand out were: conversational interview presentation, demonstrated ability to lead the township through the master plan process, provided township specific

approach and understanding of the desired project outcomes, researched the township and offered talking points from the start, advanced how the vision of the township will inform the outcome and testimonials from clients.

The KKC Qualification submittal, interview presentation and project fee are included for reference. I am requesting the board approve KKC in the amount not to exceed \$99,990 to prepare a new and visionary master plan for the township and authorize staff to refine the project scope prior to the clerk signing the contract. I am grateful to the board for budgeting this project for 2022 and am very excited for the township to have this opportunity to work with KKC to prepare the new master plan for Northville Township.

**THANK YOU
FOR THIS
OPPORTUNITY**



APRIL 8, 2022

OUR MESSAGE

- **Who WE Are**
- **What You NEED**
- **What We Will DO**
- **What You Will GET**
- **Why US**



OUR PEOPLE

Looking toward tomorrow without forgetting yesterday



CHARTER TOWNSHIP of NORTHVILLE



Bret Keast,
AICP
Owner|CEO,
Principal
in-Charge



Marcia Boyle,
AICP
Urban Design
Associate



**Steve
Sizemore,**
PhD, AICP
Senior
Associate



**Greg
Flisram,**
CEcD
Special
Advisor



**Gary
Mitchell,**
FAICP
President,
Project Mgr



**Janis
Burall,**
AICP
Senior
Associate



Luis Mercado
Urban Design
Associate



**Meredith
Dang,**
AICP
Practice Leader -
Community Plng



Brian Mabry,
AICP
Practice Leader -
Codes



**Sharon
Cadena**
Communication
Design
Associate



KENDIG KEAST
COLLABORATIVE



KENDIG KEAST
COLLABORATIVE

NICHE PLANNING FIRM



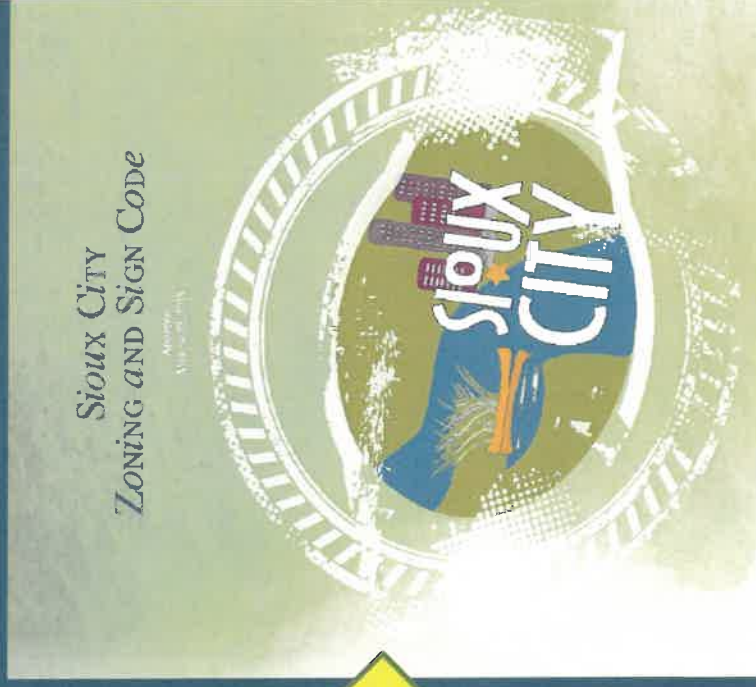
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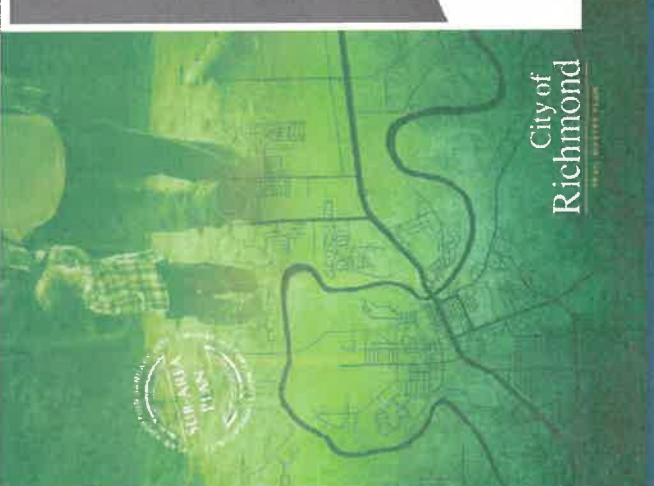
*McComb in
Motion*

Comprehensive Plan



Sioux City
ZONING AND SIGN CODE





GREENPRINT

FOR TOMORROW
FREMONT, NEBRASKA

PARKS AND RECREATION MASTER PLAN

FREMONT
OFFICIAL CITY WEBSITE



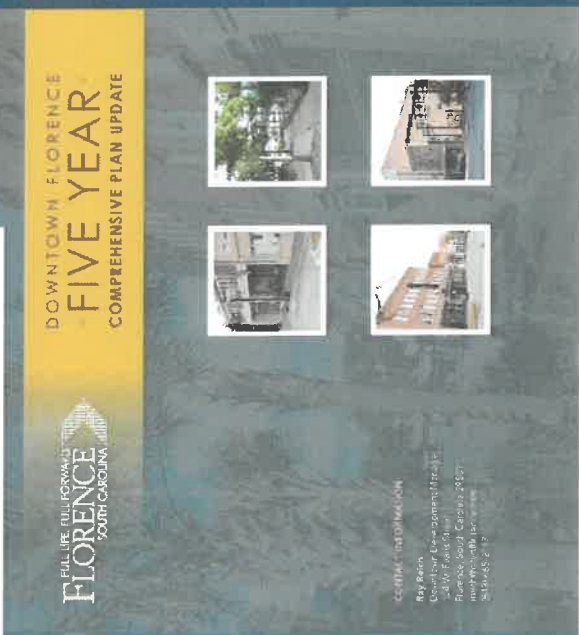
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SOUTH FRANKLIN STREET
SOUTH GATEWAY
CORRIDOR PLAN
MICHIGAN CITY, INDIANA

City of
Richmond

Port Lavaca

WATERFRONT IMPROVEMENT PLAN

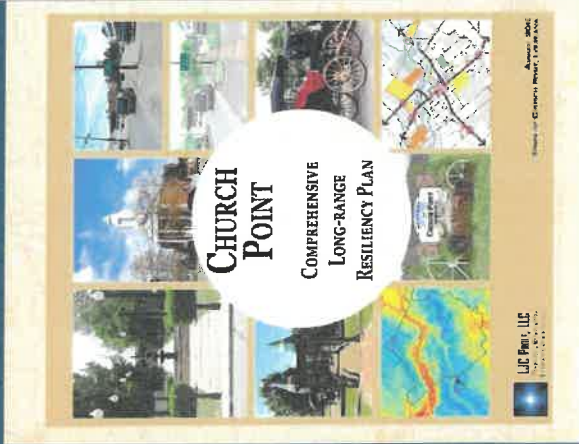


DOWNTOWN FLORENCE FIVE YEAR COMPREHENSIVE PLAN UPDATE

PELLI CLARKE PELLI ARCHITECTS
FLORENCE
SOUTH CAROLINA



CENTRAL INFORMATION
Ray Brien
City of Florence
1000 E. Florence Street
Florence, South Carolina 29501
info@cityofflorence.com
803.666.2119



CHURCH POINT COMPREHENSIVE LONG-RANGE RESILIENCY PLAN

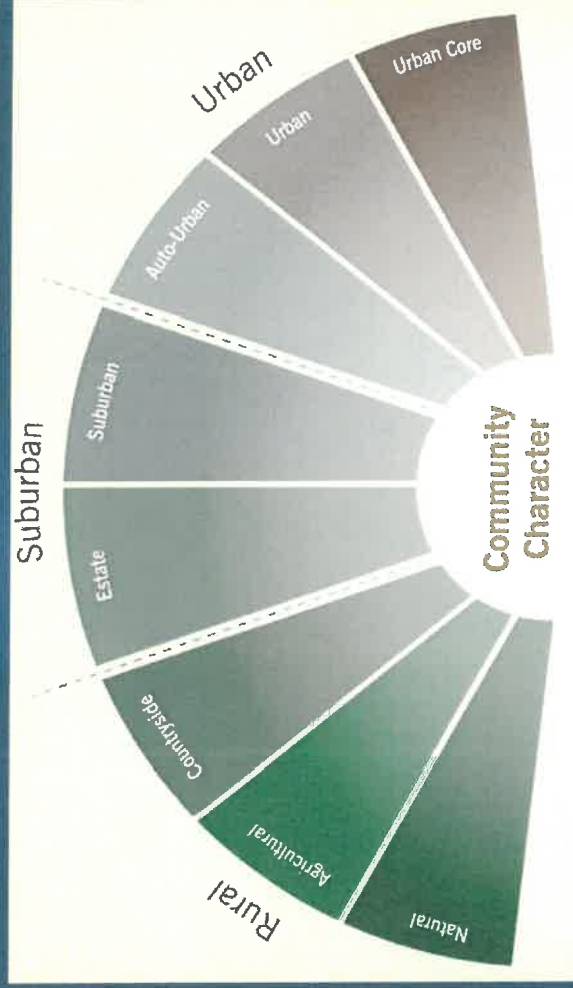
JLC PART, LLC
1000 N. 10TH ST.
TULSA, OK 74103

Prepared for: Church Point, TX 75845

SYSTEMATIC APPROACH TO CHARACTER



**PLANS
+
DEVELOPMENT
CODES**



Rural
Character



Suburban
Character



Urban
Character

"YOU'RE NOT FROM AROUND HERE"

Gillette
Wyoming

*Urban
Planning
Project of the
Year 2014*

Centennial
Colorado

*Outstanding
Project 2010*

Sioux City
Iowa

*Best Practice
Award 2015*

Claremore
Oklahoma

*Outstanding
Plan 2020*

Valparaiso
Indiana

*Outstanding
Project 2010*

Covington
Kentucky

*Outstanding
Project 2021*

Carbondale
Illinois

*Daniel
Burnham
Award 2010*

Tangipahoa
Parish
Louisiana

*Outstanding
Plan 2011*



“KKC offers a fresh way of looking at a project ... and tailored the document to meet the **specific needs of our community.**”



CRAIG PHILLIPS
*Former Director of Planning,
City of Valparaiso IN*

OUR MESSAGE

- Who **WE** Are
- What You **NEED**
- What We Will **DO**
- What You Will **GET**
- Why **US**

WHAT YOU NEED

Ford Field Park Master Plan
Implementation
Gathering Space Need

Pathways
System
Places to
Extend

Arbor
Hills
Landfill
Odor
Control

MITC
Site
Cleanup
and
Re-Use

Northville Downs
Redevelopment Outlook

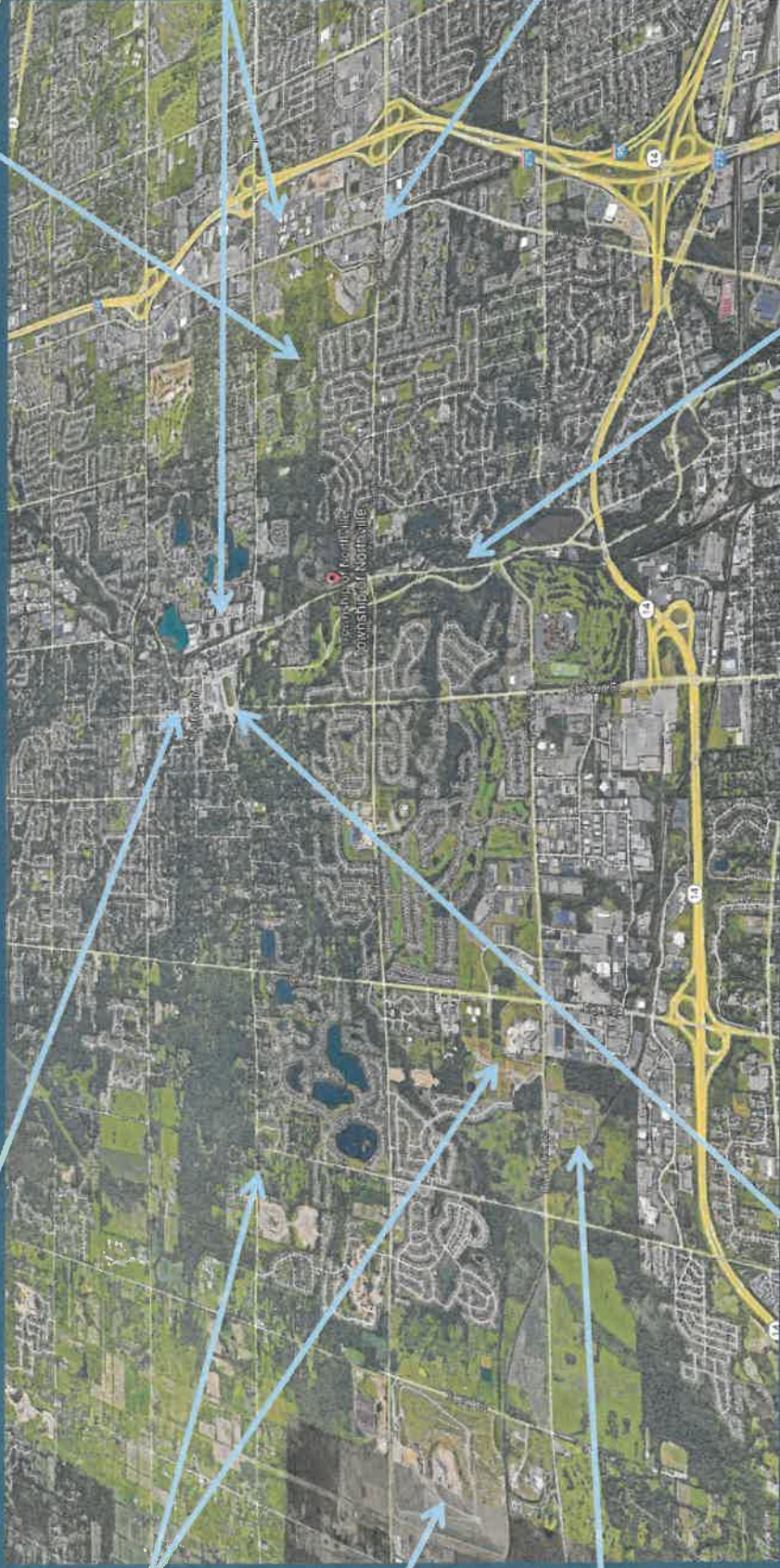
ALSO: Intergovernmental Coordination
with Northville and other adjacent
cities and townships, Wayne County

Legacy Park
Recreation
Development

Zoning
Updates
Based on
New Plan

Six Mile
Road
Safety
Focus
(Haggerty)

Rouge Restoration
Riverwalk Initiative



FINER GRAIN PLANNING

Looking toward tomorrow without forgetting yesterday



CHARTER TOWNSHIP of NORTHVILLE



Site-Specific Planning

Small Area Planning



Overview

As outlined in Section 3.4, Corridor Redevelopment Areas consist of five future opportunity / growth or development areas to be developed in a regular, planned manner. The majority of the regulated area consists of the following parcels:

FINER GRAIN PLANNING

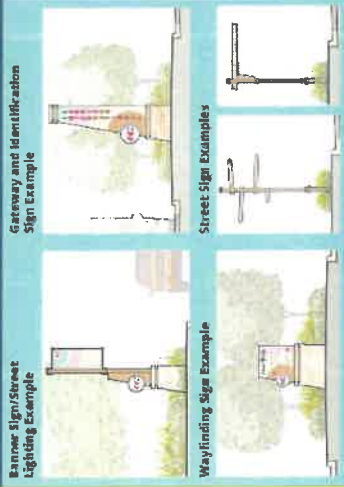


CHARTER TOWNSHIP of NORTHVILLE



Redevelopment Planning

Urban Design Detail



Street Design Park/Recreation Layouts



Proposed Design Concept
Morland Drive Conservancy Park
Highway 30 Corridor Plan
Final Concepts
February 18, 2011

“I have been around such efforts for a very long time and, I have to say, **KKC’s approach is the best I’ve seen.**”



MARK RELPH
City Manager
City of Littleton CO

OUR MESSAGE

- Who WE Are
- What You NEED
- What We Will DO
- What You Will GET
- Why US

WHAT WE WILL DO | 5 PHASES



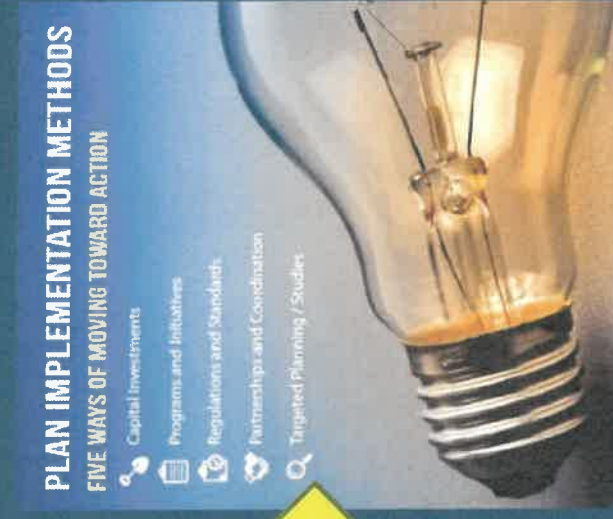
1 | Northville Today



2 | Plan Direction & Outline



3 | Future Northville



4 | Implementation



5 | Finalize and Adopt

ASSESS NEEDS

Looking toward tomorrow without forgetting yesterday



CHARTER TOWNSHIP OF NORTHVILLE

WHAT DO THE POPULATION INCREASES FOR THE CITY LOOK LIKE IN TERMS OF LAND AREA NEEDS?

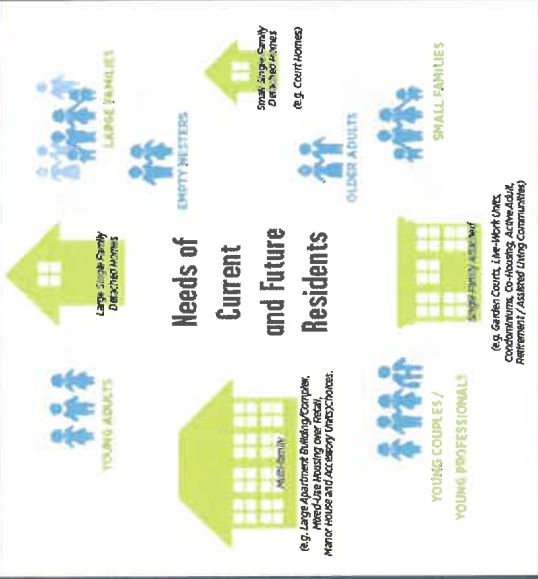
Murfreesboro City Limits

TOTAL LAND = 37,337 acres



Land Needs

Housing Needs



Infill Potential

Park Needs

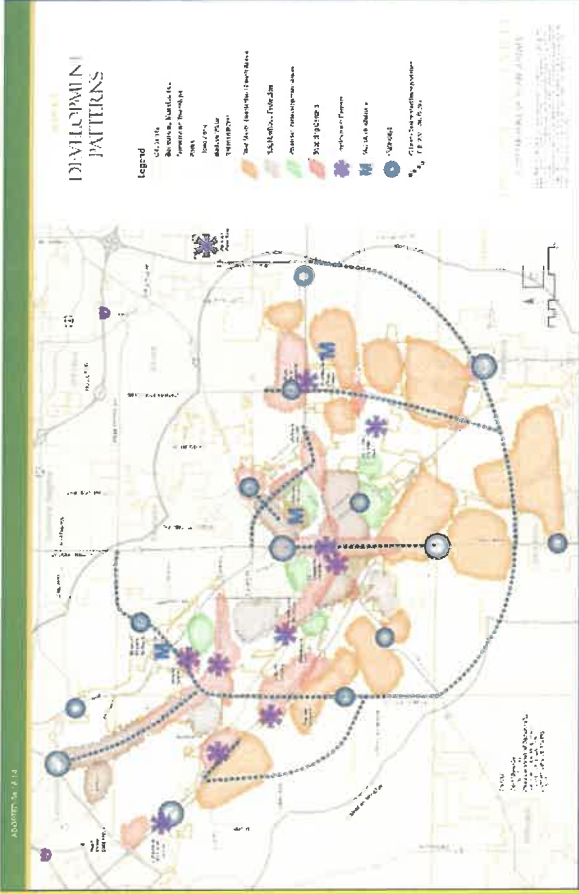


PHYSICAL PLANNING

Looking toward tomorrow without forgetting yesterday



CHARTER TOWNSHIP of NORTHVILLE



Existing and Preferred Development Pattern



Growth Target Areas

VISION AND PRIORITIES

Looking toward tomorrow without forgetting yesterday



CHARTER TOWNSHIP of NORTHVILLE

Vision and Guiding Principles

From Envision Littleton 2040

- BALANCED**
 - High quality of life
 - High quality jobs
 - High quality schools
 - High quality infrastructure
- CONNECTED**
 - Strong sense of community
 - Strong, walkable, bikeable neighborhoods
 - Strong, vibrant, historic downtown
- ATTRACTIVE**
 - Scenic and historic preservation
 - High quality parks and recreation
 - High quality infrastructure
- SAFE**
 - High quality public safety
 - High quality emergency services

KEY PLANNING CONSIDERATIONS

These key planning considerations will be used to guide the development of the Comprehensive Plan and the subsequent implementation of the plan.

- High quality of life
- High quality jobs
- High quality schools
- High quality infrastructure

Active in Daytime
Littleton is an active daytime city versus a sleepy "boomtown community."

Stable Population
Also, Littleton residents grow up in Littleton, stay in Littleton, and move back here or have family that also live in Littleton.

WELCOMING AND FRIENDLY

DESTINATION FOR VISITORS

COMPLETE COMMUNITY
Littleton has many more pieces in place than others in aiming to be a complete community with homes, businesses, schools, diverse places of worship, outdoor recreation and parks, civic, arts, entertainment, recreation, healthcare, and transportation options.

SAFETY

ENGAGED AND PROUD CITIZENS

QUALITY SCHOOLS

GATHERING PLACES
Littleton has community gathering places including Downtown Littleton, local businesses, Hovelson Gardens, the Aspen Grove Library center, Littleton parks, Benms Library, and the Littleton Museum.

FAMILY AND SENIOR FRIENDLY

COMMUNITY EVENTS

ACCESSIBLE CITY/OFFICIALS

SUPERIOR PUBLIC SERVICES

OLD TOWN PFLUGERVILLE VISION

REPORT SUMMARY

Vibrant Community
Littleton is a vibrant community with a rich history and a strong sense of community. The vision for Old Town Pflugerville is to create a vibrant, walkable, and bikeable neighborhood that is a destination for visitors and a place where quality of life is high.

Historical Charm
Old Town Pflugerville has a rich history and a strong sense of community. The vision for Old Town Pflugerville is to create a vibrant, walkable, and bikeable neighborhood that is a destination for visitors and a place where quality of life is high.

Opportunities
Old Town Pflugerville has a rich history and a strong sense of community. The vision for Old Town Pflugerville is to create a vibrant, walkable, and bikeable neighborhood that is a destination for visitors and a place where quality of life is high.

Oil to enjoy
Old Town Pflugerville has a rich history and a strong sense of community. The vision for Old Town Pflugerville is to create a vibrant, walkable, and bikeable neighborhood that is a destination for visitors and a place where quality of life is high.

Quality of life
Old Town Pflugerville has a rich history and a strong sense of community. The vision for Old Town Pflugerville is to create a vibrant, walkable, and bikeable neighborhood that is a destination for visitors and a place where quality of life is high.

WHAT WE WILL DO | LISTEN

Listening Sessions



Town Hall Style Meetings



Workplace Lunch Visits



"Maps and Markers" Workshops



Small Group Activities



WHAT WE WILL DO | CONFIRM CONSENSUS

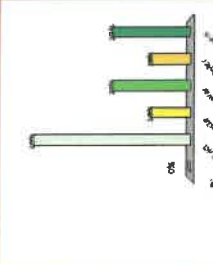


Local Officials



Key Staff

- If Pearland develops a multi-purpose event facility, a good location to consider would be:
1. Central Pearland along Broadway / FM 518
 2. Lower Kirby District
 3. Old Townsite
 4. Pearland Parkway
 5. Pearland Town Center
 6. Others



Prepare to VOTE ...

Voting Methods



Leadership Workshops

ENGAGEMENT PHILOSOPHY

Looking toward tomorrow without forgetting yesterday



CHARTER TOWNSHIP of NORTHVILLE



IMAGINE BELLEVILLE
COMPREHENSIVE PLAN • OPEN HOUSE

**“This is really
great work.
I’m proud to be
involved.”**



MARTY HILL
Chair, Planning & Zoning
Commission
City of Centennial CO

OUR MESSAGE

- Who WE Are
- What You NEED
- What We Will DO
- What You Will GET
- Why US



WHAT YOU WILL GET | PLAN IMPLEMENTATION MINDSET FROM DAY 1



TABLE 1: COMMUNITY ACTION AGENDA

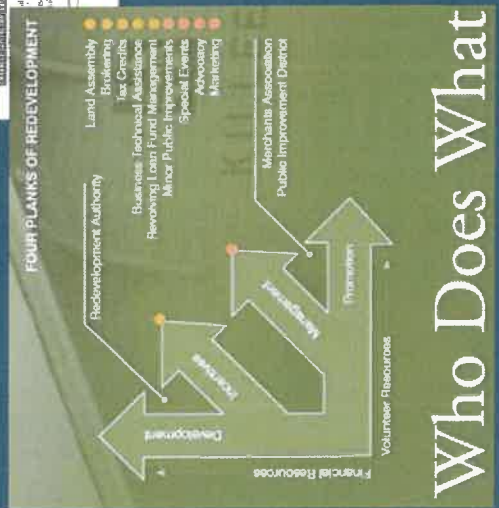
FUTURE CITY

REDEVELOPMENT AUTHORITY

Item	2010-2012	2013-2015	2016-2020	2020+
1. Planning
2. Transportation
3. Economic Development

Legend:

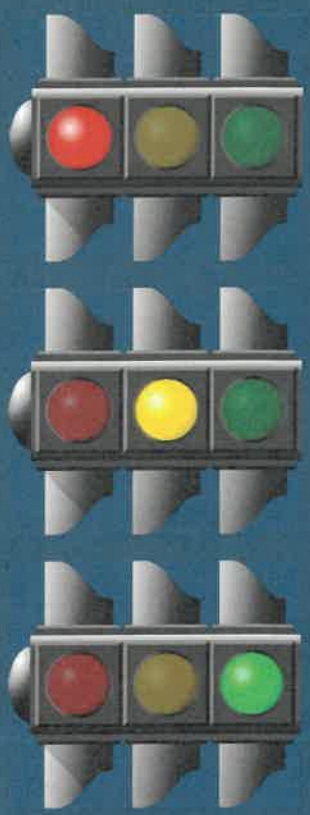
- Red: Redevelopment Authority
- Yellow: Business/Technical Assistance
- Green: Revolving Loan Fund Management
- Blue: Minor Public Improvements
- Purple: Special Events
- Orange: Advocacy
- Light Blue: Marketing



PLAN IMPLEMENTATION METHODS

FIVE WAYS OF MOVING TOWARD ACTION

- Capital Investments
- Programs and Initiatives
- Regulations and Standards
- Partnerships and Collaboration
- Targeted Planning / Studies



WHAT YOU WILL GET | A BRANDED PLAN AND PROCESS

PLAINVIEW, TX
 HOME ABOUT SERVICES PLANNING

PLAINVIEW HEADLINE

COMPREHENSIVE PLAN

SAVE THE DATE

CHAMBER of COMMERCE

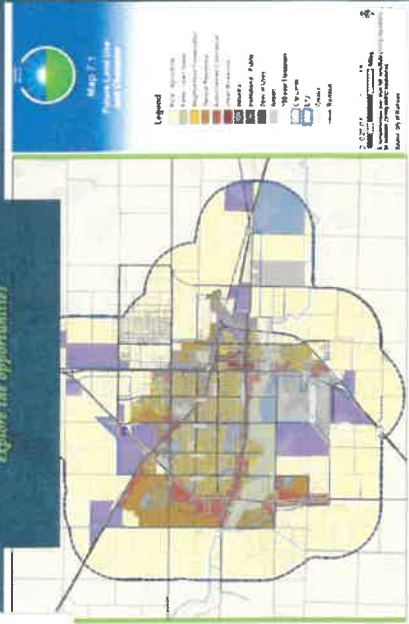
PLAINVIEW, TX

exploring the opportunities

7.0 Land Use and Character and Character

INTRODUCTION

The purpose of this document is to provide the necessary public information for the City of Plainview, Texas, to update its Comprehensive Land Use and Character Ordinance. This document is intended to provide the public with information regarding the proposed changes to the ordinance, and to provide an opportunity for the public to provide input on the proposed changes. The proposed changes to the ordinance are intended to provide the City with a more comprehensive and up-to-date ordinance that reflects the current needs and desires of the community. The proposed changes to the ordinance are intended to provide the City with a more comprehensive and up-to-date ordinance that reflects the current needs and desires of the community.



MURFREESBORO 2035

How Can I Get Involved?

Join the Commission, City of Murfreesboro

How Can I Get Involved?

Join the Commission, City of Murfreesboro

How Can I Get Involved?

Join the Commission, City of Murfreesboro

MURFREESBORO 2035

Introduction

City of the Future System

City of the Future System

City of the Future System

MURFREESBORO 2035

Our Future Begins Now

How Can I Get Involved?

Join the Commission, City of Murfreesboro

City of Murfreesboro

MURFREESBORO 2035

Our Future Begins Now

City of the Future System

City of the Future System

City of the Future System

WHAT YOU WILL GET | ATTRACTIVE, PUBLIC-FRIENDLY DOCUMENTS

IMAGINE BELLEVILLE

your community
COLLEGE STATION
 your plan

Richmond is located in the 4th fastest growing county in the United States.

70%
 30%

City of Richmond
 COMMUNITY MASTER PLAN

WE imagine Belleville to be...

Dog park

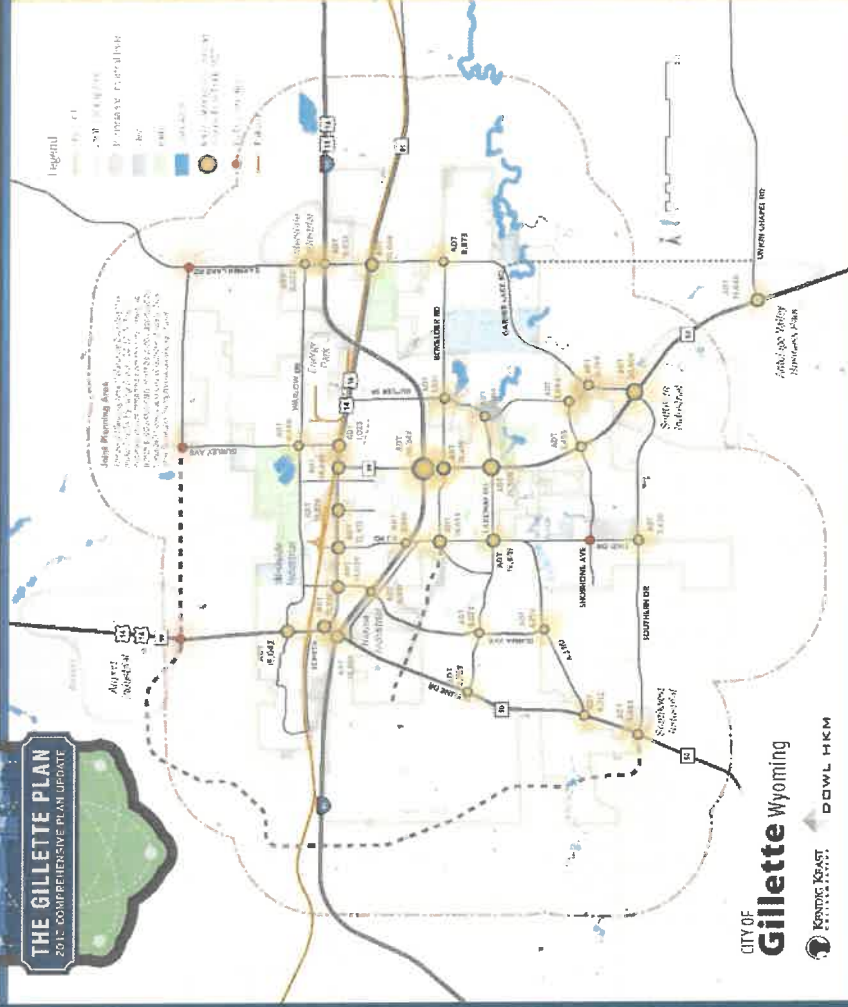
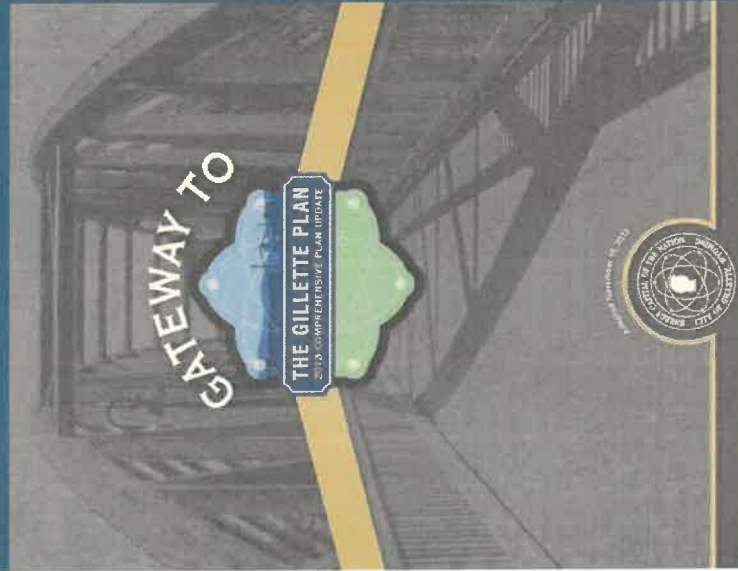
With the City of Belleville, we're creating a new park, a new way of life, and a new way to live.

Belleville and the surrounding area are a community of parks and recreation.

Belleville and the surrounding area are a community of parks and recreation.

WHAT YOU WILL GET | ATTRACTIVE, PUBLIC-FRIENDLY DOCUMENTS

Economic Development Context
CITY OF GILLETTE, WYOMING



CITY OF
Gillette Wyoming
Economic Development
DOWL HKM

CAPITAL AND OPERATING COST SAVINGS

- About 10 percent of all service companies in the state are based in Gillette.
- Gillette is the only Wyoming city that has a city-owned water treatment plant.
- The city's water treatment plant is one of the most efficient in the state.
- The city's water treatment plant is one of the most efficient in the state.

ECONOMIC VIABILITY

- Gillette is a major economic hub in the state.
- The city's location is a major advantage.
- The city's location is a major advantage.

COMPETITIVE TAX REGULATIONS

- The city's tax regulations are highly competitive.
- The city's tax regulations are highly competitive.

QUALIFIED WORKFORCE

- The city has a highly qualified workforce.
- The city has a highly qualified workforce.

ECONOMIC GROWTH AREA

- The city is a major economic growth area.
- The city is a major economic growth area.

TRANSPORTATION

- The city has excellent transportation infrastructure.
- The city has excellent transportation infrastructure.



WEBPLAN NAVIGATOR PAGE | SAN RAMON CA

- Home
- Municipal Code
- General Plan
- Search
- Maps
- Quick Tables
- Development Calculators
- Land Use Look Up



General Plan 2035

LAST UPDATED: 08/27/2020



GUIDING POLICIES
Read More →



IMPLEMENTING POLICIES
Read More →




ACCOMPLISHMENTS AND ONGOING PROJECTS
Read More →

Chapter List




01 ELEMENTS
Read More →



1 INTRODUCTION AND OVERVIEW
Background and purpose
Read More →



2 ECONOMIC DEVELOPMENT
Policies for a vibrant economy
Read More →



3 GROWTH MANAGEMENT
Policies to manage growth impacts
Read More →



4 LAND USE
Policies to shape land use patterns
Read More →



5 TRAFFIC AND CIRCULATION
Policies for a safe circulation system
Read More →



6 PARKS AND RECREATION
Policies for a public park system
Read More →

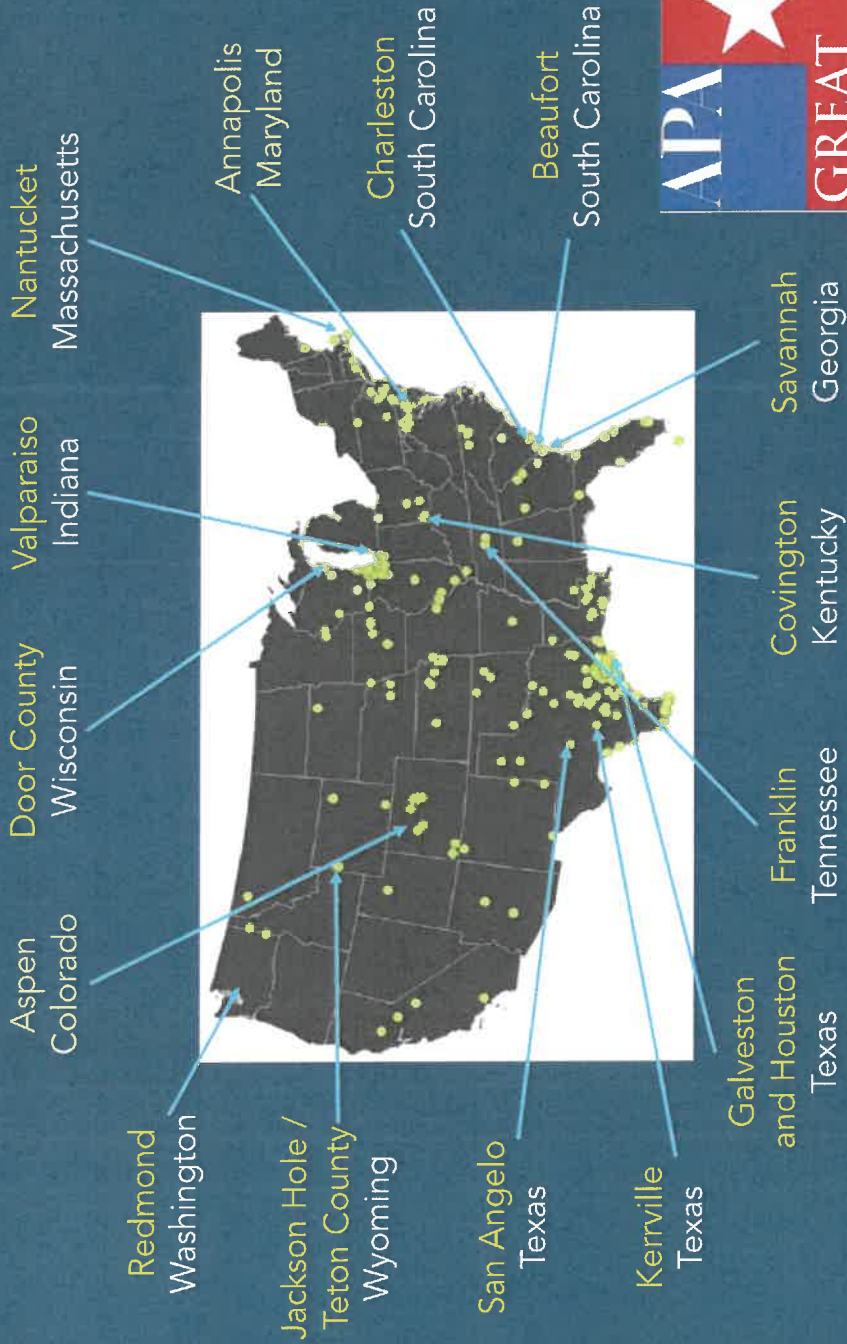
**THANK YOU
FOR YOUR
CONSIDERATION**



CHARTER TOWNSHIP of NORTHVILLE

OUR MESSAGE

- Who WE Are
- What You NEED
- What We Will DO
- What You Will GET
- Why US



“Hands down the **best consultants** we have ever used.”



CHRIS REED
*Former City Manager
City of Nassau Bay TX*

“KKC is a **crackerjack** consultant.”

HERALD DEMOCRAT
Newspaper

WHY US

- What we do every day – long-range and strategic planning for communities
- Proven approach to building consensus
- Focus on sustained action and tangible results
- “Nuts and bolts” knowledge and reality check from public sector backgrounds
- Fresh perspective and insights, with knowledge of best practices from work across U.S.
- Industry-leading platform for online interactive plans

17 **APA awards in 9 states since 2010**
(CO, IA, IL, IN, KY, LA, OK, TX, WY)

Qualifications for a Community Master Plan for Northville Charter Township, Michigan

March 4, 2022



Prepared by Kendig Keast Collaborative

Point of Contact:

Gary Mitchell, FAICP
281.721.4105
gary@kendigkeast.com



KENDIG KEAST
COLLABORATIVE

towns and cities from coasts to plains.

1415 Highway 6 South, Suite A300 | Sugar Land, Texas 77478



March 4, 2022

Jennifer Frey, Township Planner
Northville Charter Township
44405 Six Mile Road
Northville, Michigan 48168

Dear Jennifer:

On behalf of Kendig Keast Collaborative (KKC), I am pleased to respond to the Township's Request for Qualifications to facilitate the process of updating its Community Master Plan. We are highly interested in the prospect of working with the Township based on our conversations and "homework" to date on your jurisdiction's assets and outlook. This submittal is organized to address the RFQ specifications and is designed to demonstrate how our credentials, relevant experience, professional tools and techniques, and personal demeanor and community engagement skills can help Northville Township achieve the objectives and outcomes it seeks through this project. Given KKC's history and the backgrounds of our key personnel, so many of your community's issues and needs resonate with us, making it a very comfortable scenario. In sum, we offer:

- ▶ **A niche community planning firm**, in KKC, with a 39-year history of being selected by local governments across the nation to prepare long-range and strategic plans and associated development ordinances, in 39 states to date (including multiple projects in northwest Indiana involving targeted revitalization and redevelopment/infill planning, plus our Code Practice Leader's public sector experience with Elkhart County, Indiana). We are especially known for our extensive and award-winning work for smaller jurisdictions around the edges of much larger metropolitan areas, many with comparable character and similar growth and revitalization issues as Northville Township faces. Many clients turn to us again for ongoing support and added tasks.

We are leaders in our profession, and unique by being specialists in both planning and development regulation and focusing almost exclusively on public sector clients (with our Practice Leaders for both Community Planning and Development Codes included in our proposed project staffing). With our decades of success, we clearly have a proven business model of bringing fresh perspective and best practices to places where we have not worked before or for some time. We also interact with many trusted subconsultant partners and can draw upon a wide array of specialty firms, as needed, particularly to address infrastructure and growth capacity considerations. In this way, and given that full details of the project work program and fee are still to be determined, we can **involve the Township in the selection of any subconsultants**, ensuring they are best suited to the ultimate scope of services and the Township's particular needs.

- ▶ **A veteran Project Manager and FAICP planner**, in me, who brings a wealth of relevant professional experience, effective interaction through client/consultant and prime/subconsultant teams, and a track record of shepherding significant projects to successful outcomes and community-supported plan/ordinance adoptions. I have led and contributed to 60+ comprehensive plans in communities ranging from 2,000 to 200,000 people in 12 states.

www.kendigkeast.com

- ▶ **A proven approach** to comprehensive and area planning that demands meaningful participation by leaders and residents, applies multi-discipline insights, and results in a viable community action agenda with clear pathways to desired outcomes. We also apply experience gained in varied environments and cultures across the nation, from the coastal plains and Midwest heartland to desert and mountain settings. KKC regularly receives peer recognition for meritorious work, including 16 American Planning Association awards in nine states (Colorado, Iowa, Illinois, Indiana, Kentucky, Louisiana, Oklahoma, Texas and Wyoming) since 2010.
- ▶ **A host of client communities with tangible results to show** from their KKC-led planning efforts, including closely aligned plans and regulations, wide-ranging capital and amenity improvements, successful grant pursuits, and new and strengthened partnerships for boosting community character and becoming a more complete, resilient place.
- ▶ **A premier industry-leading platform**, in enCodePlus™ (<https://www.encodeplus.com/>), **for drafting, exploring and publishing community master plans online as graphic-rich, interactive documents**, utilizing the enCodePlus WebPlan feature that is designed specifically for hosting online plans (<https://www.encodeplus.com/products/plan-publishing/>).

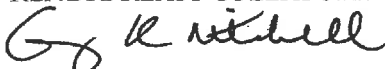
The **strengths of our firm** mesh well with what we anticipate as likely **priorities** for this project:

- The need for a **sound leadership and public engagement strategy, involving a mix of outreach methods**. A definite priority is to recognize what groups and interests we have *not* reached, and where we need to “go to them” to incorporate the hopes and concerns of those we will never see at a typical public meeting. We are also enthusiastic about online and social media tools given how they help overcome barriers and broaden the planning conversation.
- ♦ **Growth guidance** and related infrastructure, public service, jurisdictional and tax base considerations, but also not losing sight of **urban redevelopment and neighborhood revitalization** needs and challenges in a still evolving community.
- ♦ **Intergovernmental coordination** to leverage essential partnerships at the inter-city, county, school district, regional and state agency levels, which I always emphasize in my consulting work given my 10 years of experience in the Council of Governments arena, where I ultimately served as Chief Regional Planner for a region with 4.5 million residents.
- **An actionable, viable plan**, which – as our clients can attest – results from how we immerse ourselves in the communities we serve to understand early on “what makes them tick.” One of our most important consultant roles is to appreciate the area’s history and what has driven growth and change – or the lack thereof. This ensures that the Master Plan, as a decision support tool, reflects local circumstances and the realities of what is possible and will garner official and public support. Given KKC’s dual planning/code specialties, plus the public sector background of our key personnel, we have an eye on implementation from Day One.

We appreciate this chance to summarize our capabilities and proven approach to preparing our client local governments for action through effective planning. I hope it is apparent through this submittal that our team is greatly interested in your township and its future prospects. We would look forward to working with citizens, public and private leaders, and staff to shape that future, building on the results and success of your past and ongoing planning efforts. Should your evaluation merit our selection, **we stand ready to begin work immediately and complete this engagement in a one-year timeframe or sooner**, as is typical of such projects.

Respectfully,

KENDIG KEAST COLLABORATIVE



Gary Mitchell, FAICP
President



A. FIRM PROFILE

Kendig Keast Collaborative (KKC) represents the collaboration of **Bret C. Keast, AICP**, and **Gary Mitchell, FAICP**, and a select group of talented principals and associates. Our firm has earned a reputation for its innovation and repeated success in solving problems of varying complexities for small and large clients in a range of environments. Our practice emphasizes the pursuit of good land stewardship, as well as conserving resources, preserving and enhancing community character, safeguarding neighborhood integrity, and ensuring fiscal responsibility. Our proven approach is founded on the principle of performance, meaning development that is in context with its built and natural environments.

KKC continues to build on the foundation and body of work of Lane Kendig, our founder and a respected authority in the urban planning field. The firm was originally established in December 1982 as Lane Kendig, Inc. In 2002, Bret C. Keast, AICP, joined the practice as Vice President and Partner. The firm name was changed to Kendig Keast Collaborative in 2007 to reflect the transition to Bret's ownership. In 2009, Lane Kendig retired, although he remains a Strategic Advisor to the firm and its employees.

Bret remains as Owner and Chief Executive Officer, and together with Gary as KKC President, directs a small and highly qualified staff which provides professional services in the areas of comprehensive and strategic planning, zoning and other development regulations, growth management and resource protection, land planning, and various related specialties. KKC's unique process is grounded in the encouragement of meaningful public participation, a clear understanding of planning issues and implementation options, and a direct linkage between plans and ordinances to ensure they are both politically feasible and able to be implemented. We are proud of our firm's reputation for providing clients with highly customized and responsive approaches to challenging community planning issues, resulting in innovative yet viable solutions.

Our Services

KKC principals and personnel allocate their time nearly equally between comprehensive community plans and development code work. We also complete other special plans and studies for local government clients, including socioeconomic analyses; downtown, corridor, neighborhood, and redevelopment plans; parks, recreation, and trails master plans; land use and development impact studies; growth management and annexation assessments; and 3-D visualization and mapping projects.



CORPORATE OFFICE

Texas

1415 Highway 6 South, Ste. A-300
Sugar Land, TX 77478
(281) 242-2960

ADDITIONAL OFFICES

Colorado

1475 S. Washington Street
Denver, CO 80210
(720) 850-5609

Kentucky/Indiana

901 Sandstone Drive
Jeffersonville, IN 47130
(812) 748-8111

Pennsylvania

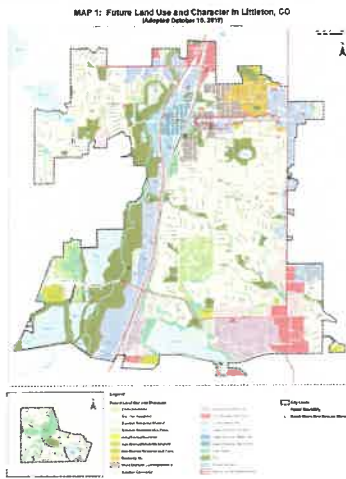
1373 N. Sheridan Avenue
Pittsburgh, PA 15206
(314) 304-7071

South Carolina

309 English Oak Road
Simpsonville, SC 29681
(864) 248-6161



KENDIG KEAST
COLLABORATIVE



Planning

Community planning is the foundation of KKC's consulting practice, along with development code work. Our principals and senior staff have led project teams and played substantial roles in the preparation of dozens of plans in more than 80 jurisdictions across the U.S. We offer significant experience with overall comprehensive plans, as well as with typical plan elements, which are sometimes the focus of stand-alone projects and work products:

- ◆ **Comprehensive Planning** to establish clear goals and policies for the community's future growth and enhancement, leading to specific, attainable action strategies, with appropriate implementation guidance.
- ◆ **Land Use Planning** to accommodate projected population growth and economic development objectives and to address central city redevelopment needs, neighborhood integrity, and image and character concerns along key corridors.
- ◆ **Environmental Planning** to protect a range of resources (floodplains, wetlands, water bodies, forests and woodlands, prairies, steep slopes, unstable slopes or soils, threatened or endangered species habitats, wellhead protection areas, hurricane surge areas, and earthquake hazard areas) and reduce hazards to people and property, often by setting the stage for land use regulations or other implementation initiatives.
- ◆ **Strategic Planning** to assess current conditions and future trends, pinpoint specific opportunities and challenges, and establish a consensus for pursuing particular public investments and community enhancement efforts through a prioritized action agenda.
- ◆ **Parks, Recreation, and Trails Planning** to evaluate local acreage and facilities relative to national benchmarks, assess needs and prioritize improvements based on both technical standards and community input, and make jurisdictions eligible for various grant opportunities.

Community Character

KKC submits that the central function of any long-range plan should be protecting and enhancing the community character traits that residents and visitors value. Put simply, character should be the central theme that ties the elements of the plan together.

To our team, community character is more than just aesthetics and architecture. It is also more than just "urban" or "new urban" project design. In the big picture, community character is about the relative mix of buildings, pervious and impervious surfaces, and open space and landscaping. These are the essential factors that shape development character which, in turn, influence land use compatibility, urban design, means of mobility (e.g., walkability), environmental protection, and storm water runoff, among many other variables. How these ingredients are interwoven and balanced affects the economics, function, ecology and experience of a place.

As such, tying plans together with the thread of community character ensures that decisions about land use, open space, resource protection, transportation, economic development, and utilities all support the City's articulated vision. In addition, the selection of appropriate sustainability and "smart growth" strategies depends, in large measure, upon the types of character the City intends to preserve and/or promote (e.g., urban, suburban, rural, natural).

SCOPE OF THE FIRM

KKC maintains an intentionally small firm so that we can provide exemplary service to our clients and ensure the direct involvement of firm principals on all projects. We also maintain a multi-disciplined team so we can address a wide range of issues related to community planning, design and implementation. KKC's staff includes specialists in community planning, land development code drafting, urban planning and redevelopment, landscape architecture, Geographic Information Systems (GIS), a certified economic developer, and website and graphic designers.

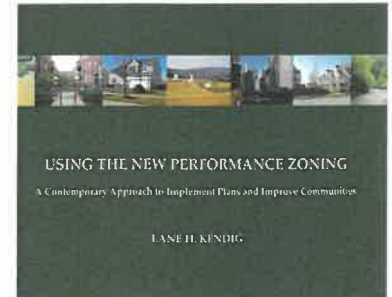
There is no stronger team to help a city develop a plan or code that protects its community character. Kendig Keast Collaborative is a leading innovator in this regard. From our founder Lane Kendig's seminal work, *Performance Zoning* (1980), to his new book *Using the New Performance Zoning* (2019), and to their co-written *Community Character, Principles for Design and Planning* (2010) and *A Guide to Planning for Community Character* (2011), Lane Kendig and Bret Keast are leaders in articulating and advancing comprehensive strategies to define, protect, and enhance community character. Indeed, KKC was founded on the concept of bolstering community character through new and more effective approaches to land use planning and regulation. Our firm frequently coordinates multi-firm project teams to develop comprehensive plans which do precisely that.

Implementation

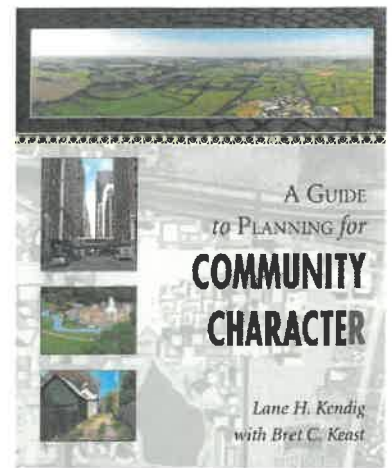
KKC's implementation and regulatory practice includes evaluating, drafting, and amending consensus-based land development regulations. Through meticulous analysis and close attention to community input, we tailor regulatory strategies to achieve specific desired outcomes and foster sensitive site design and creative development practices. This sometimes requires interim ordinances to ensure protection of community character or resources while permanent regulations are drafted. KKC also has developed model codes for specific purposes which are then adapted by a variety of jurisdictions. Our principals and senior staff have also drafted proposed zoning amendments on behalf of private-sector clients who seek to develop or redevelop property in progressive ways that are not permitted under existing zoning regulations in a particular community.

Of course, plan implementation is more than regulation. Our practice also includes such non-regulatory measures as creating frameworks for interlocal agreements, public-private partnerships, and transfer or purchase of development rights systems:

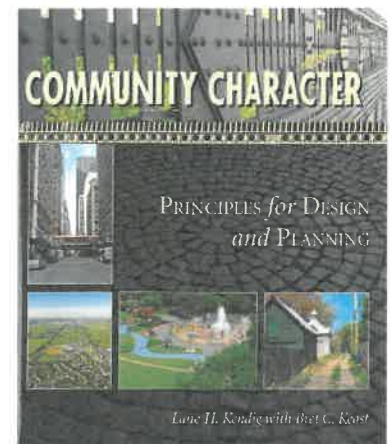
- ◆ **Code Evaluations and Performance Assessments** to identify gaps and shortcomings in existing regulations and recommend new and enhanced provisions which ensure that the plan and code will work hand-in-hand.
- ◆ **Code Drafting** to assist jurisdictions to craft first-time zoning ordinances and other regulatory measures that will win public acceptance while still being effective and within the community's capacity to implement.
- ◆ **Code Amendments** to add entire new components to existing ordinances and position the community for particular challenges and opportunities, such as housing variety and affordability, transit-oriented development potential, and protection of environmental assets.
- ◆ **Unification of Development Codes** to integrate and update various development-related regulatory standards and associated administrative procedures that are often scattered across the existing code of ordinances.
- ◆ **Zoning District Map** for the review, preparation, and revisions in the wake of a new or updated Comprehensive Plan, and to implement new regulatory strategies in targeted locations.
- ◆ **Facilitation of Code Drafting and Amendment Processes** to engage community leaders and stakeholders effectively and ensure that potential code amendments and enhancements are on target and likely to be accepted.



Using the New Performance Zoning (2019)

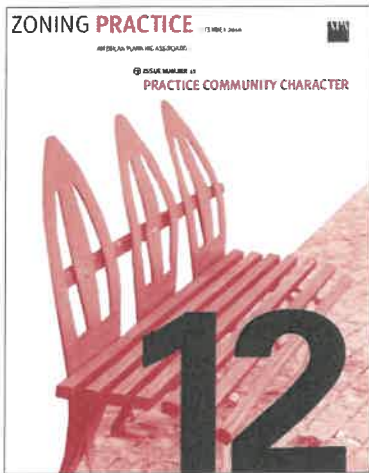


A Guide to Planning for Community Character (Island Press, 2011)



Community Character, Principles for Design and Planning (Island Press, 2010)





We are committed to our clients and the profession as we strive to improve community character and livability through advanced planning methods and innovation.

- ◆ **Guidance and Support** for various other aspects of implementation besides regulation, including annexation strategy, capital improvements planning, public financing vehicles, external grant opportunities, and inter-agency and public/private partnerships.
- ◆ **Commission, Board, and Administration Training** for elected and appointed officials and city staff who are responsible for development review, ordinance and zoning administration, and meeting facilitation.
- ◆ **Development Review** to assist local governments with their development applications through the usage of a Application Upload feature in coordination with KKC's sister company enCodePlus, LLC.

Master Planning and Urban Design Services

KKC has experience facilitating planning processes at all scales, from metropolitan and community-wide levels to downtowns, neighborhoods, corridors, and other special areas. It is at this enhanced level of detail that specific challenges and opportunities emerge, and unique planning and design solutions become necessary in order to spur the “3 Rs” – redevelopment, revitalization, and reinvestment.

At this level of planning, it is imperative to think three-dimensionally about the impacts of development. For example, within a neighborhood planning area, residents identify with the way a street feels – how wide it is, how far back and how tall the homes are, how old the trees are, etc. They can describe what a local shopping area looks like and how it is different from one across town. Similarly, they can express pride in their downtown and a specific identity for which they are proud.

Planning for these areas requires a keen understanding of land use, pedestrian and vehicular circulation, building and site design, (re)development feasibility, strategic implementation, and public policy and financing. Our staff has the skills necessary to create special area plans that identify policies, projects, and strategies that respond to local demographics, district functionality, and identity. The following are cornerstones of our special area planning approach:

- ◆ **Community Involvement** that brings together residents, property owners, businesses, realtors and brokers, investors, developers, community organizations (i.e., business improvement districts, neighborhood organizations, and not-for-profits, etc.), elected officials and staff, municipal agencies, and all ages and social groups. Facilitating open and inclusive dialogue is absolutely essential for preparing a vision and creating a realistic, market-supported action plan that reflects local values and priorities and ensures broad-based support for long-term implementation.
- ◆ **Master Planning** that establishes a framework for general land use, transportation, and design character. The role of the master plan is to provide context within which specific projects or targeted areas of investment can be assessed. In this way, block or site-specific recommendations provide greater benefit to the overall land use balance, functionality, and identity of an area. Aspects of a master plan may include land use sub-districts, key redevelopment areas, streetscape enhancement corridors, civic open space elements, or unique character districts, among others.

- ◆ **Urban Design and Visualization** that transforms the vision into a three-dimensional environment. In the end, the community identifies most closely with how development will “look and feel.” Our staff of planners and urban designers can demonstrate the end result of investment in the public realm, private development area, and open space. However, urban design is not simply drawing the ideal. Rather, it is a collective manifestation of the desired outcomes, market realities, and achievable regulatory scheme. KKC uses various technologies for design visualization to help communities understand the impacts of plans and projects. SketchUp, AutoCAD, and other graphics packages, together with hand renderings, simulate the built environment to spur dialogue regarding development alternatives, phasing, and specific aspects of community character.
- ◆ **Redevelopment Planning** to advance a vision towards market-based implementation. A vision sets the compass, but careful redevelopment planning creates the end product. KKC staff members specialize in helping communities achieve redevelopment by identifying resources, partnerships, and policies that remove barriers to successful outcomes. Whether private-public partnerships, incentives, or leveraging of the private market, we craft plans that draw a clear path between concept and realization.
- ◆ **Implementation** through projects, policies, and strategies. The success of a plan depends on three factors: (1) identifying catalytic projects that foster additional investment, (2) aligning development policies and regulations with the vision, and (3) creating strategies to strengthen synergy among financiers, elected officials, public agencies, and the community at large. Any single action often involves all three factors. We consistently craft implementation programs that balance these three elements to maximize the likelihood of long-term implementation.

Special Studies and Services

KKC has experience facilitating planning processes at all levels, from the metropolitan area to the neighborhood.

In support of special area planning – and to make visions and possibilities literally come to life – KKC also brings expertise in design and 3D visualization. KKC uses these modeling and graphic tools to enhance planning processes, boost enthusiasm among participants, and build consensus around planning or regulatory concepts:

- ◆ **Growth Assessments and Strategy Papers** to help communities understand the implications of rapid growth and/or haphazard development patterns, assess their fiscal and service capacity to accommodate such trends, and consider their statutory authorities and options for better managing the location, timing, and nature of this growth.
- ◆ **Facilitation of Visioning Processes** to elicit community hopes and concerns about the potential pace and direction of change, and to encourage “big picture” thinking while knowing when to introduce “reality checks” into community and stakeholder discussions.
- ◆ **Use of 3-D Modeling and Visualization Technologies** to help public and private clients envision and appreciate the implications of potential growth and development outcomes, consider and clarify associated regulatory standards, and assess possible public investments in community amenities.



TRUSTED PARTNERS

KKC has built working relationships with an array of other consulting firms that can provide specialty services in a subconsultant or advisory role, including in areas such as civil and traffic engineering, fiscal impact analysis, economic development and market analysis, environmental assessment, housing and redevelopment, community surveys, and financing and special district mechanisms.



Awards exemplify our commitment to quality results that exceed the expectations of our clients and merit recognition for their innovation, comprehensiveness, and successful outcomes.



Our Success and Reputation

The firm and each of its employees have been recognized for quality results in plan making and development code preparation. The firm has received awards from the national organization of the American Planning Association (APA), state chapters and local sections of APA, and the National Association of Counties, as well as the “Best in American Living” award from the National Homebuilders Association, Better Homes and Gardens, and Professional Builder magazines. A partial list of our meritorious recognition:

National Awards

- ◆ Loudoun County, Virginia General Plan, Comprehensive Planning: Small Jurisdiction, American Planning Association National Award, 1994.
- ◆ New Castle County, Delaware, Comprehensive Plan, National Association of Counties, 1988.
- ◆ Lake County, Illinois, Natural Resources Plan and Zoning, National Association of Counties, 1979.
- ◆ The Fields of Long Grove (160-acre residential development), Best in American Living, National Homebuilders Association, Better Homes and Gardens, and Professional Builder magazines.

Selected State and Local Awards

- ◆ Covington Neighborhood Development Code, Award for Outstanding Project, Program, or Tool, Kentucky Chapter APA, 2021.
- ◆ Claremore Comprehensive Plan and Special Districts Plan, Outstanding Plan Award, Oklahoma Chapter APA, 2020.
- ◆ Dayton Comprehensive Plan, Downtown Revitalization Plan, Parks Master Plan, and Unified Development Code, Community of the Year, Texas Chapter APA, 2020.
- ◆ Brenham Comprehensive Plan, Planning Excellence Award, Texas Chapter APA, 2020; Comprehensive Plan Award, Central Texas Section APA, 2020.
- ◆ Richmond Trails Master Plan, Special Recognition for Planning Process, Houston-Galveston Area Council Parks and Natural Areas Awards, 2015.
- ◆ Sioux City Zoning and Sign Code Rewrite, Iowa Chapter APA Best Practice Award, 2015.
- ◆ Richmond Comprehensive Plan, Texas Chapter APA, 2015.
- ◆ Belleville Comprehensive Plan, Illinois Chapter APA Daniel Burnham Award, 2014.
- ◆ Gillette Comprehensive Plan, Urban Planning Project of the Year Award, Wyoming Planning Association, 2014.

Selected Publications

- ◆ “One District Zoning”, Zoning Practice Feature Article, American Planning Association, June 2011.
- ◆ “Creating Design Guidelines that Work”, Zoning Practice Feature Article, American Planning Association, March 2011.
- ◆ *A Guide to Planning for Community Character*, Island Press, 2011.
- ◆ “Defining and Measuring Community Character”, Zoning Practice Feature Article, American Planning Association, December 2010.
- ◆ *Community Character: Principles for Design and Planning*, Island Press, 2010.

About KKC and enCodePlus, LLC

Bret C. Keast, President and CEO of KKC, is also the President and Owner of **enCodePlus, LLC (eCP)**, which has developed user-friendly software for online content management and code publishing and viewing that is licensed to communities for their ongoing use in writing, editing, updating, amending, and codifying their zoning and land development codes. Designed and developed by community planners (and former local government staff members), **enCodePlus™** offers password-protected web-based access. eCP also provides communities with online web hosting of their **enCodePlus™** sites with redundant servers on a high-speed Internet backbone. See the **enCodePlus** website, <http://www.encodeplus.com/>, for a full list of features as well as customized enCodePlus client sites.

Use of enCodePlus™ for Code Drafting

The **enCodePlus™** platform is the most feature-rich online content management and code publishing system available. KKC staff typically use **enCodePlus™** as an online platform for iterative drafting projects. After KKC has completed the code drafting process, the client may elect to train in-house staff on **enCodePlus™** and continue to use the interactive software beyond code adoption. Adopted ordinances can be immediately published online as a searchable, graphically-oriented ordinance, and may be used internally by City departments to draft, edit, update, amend, archive, and print their development ordinance, at any time and from any computer.

Use of enCodePlus™ for Plan Publishing

The **enCodePlus** platform also offers the WebPlan feature that is designed specifically for presenting and publishing community master plans online as graphic-rich, interactive documents (<https://www.encodeplus.com/products/plan-publishing/>).



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B. TEAM

PROJECT TEAM ORGANIZATION



BACKGROUNDS IN LOCAL GOVERNMENT

The local government planning background of each of our team members is a valuable asset, essential to crafting plans that are realistic and implementable, and regulations that are easy to administer by staff, understandable to members of planning boards and municipal councils, and that articulate development and design standards that produce predictable and desirable outcomes.



KENDIG KEAST
COLLABORATIVE

PROJECT PRINCIPAL-IN-CHARGE

EDUCATION

- ◆ Master of Urban Planning, concentration in Urban Design, University of Kansas
- ◆ B.S., Community and Regional Planning and Speech Communication, specialty in Architecture, Iowa State University

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners, #12256

PROFESSIONAL AFFILIATIONS

- ◆ Past National APA Membership Subcommittee
- ◆ Past Texas Chapter APA Board, Newsletter Editor, Section Director Representative
- ◆ Past Director of the Houston Section of Texas APA

PUBLICATIONS

- ◆ *Community Character, Principles for Design and Planning*, Island Press, 2010
- ◆ *A Practical Guide to Planning for Community Character*, Island Press, 2010
- ◆ "Defining and Measuring Community Character", *Zoning Practice*, Dec. 2010
- ◆ *Meeting Procedures and Liability Issues for Public Officials, Guide to Urban Planning in Texas Communities*, 1997

PRESENTATIONS

- ◆ *ArcGIS Urban: Future of City Planning and 3D Zoning*, Six State APA Conference Presentation: October 2020
- ◆ *The Future of Technology in Planning*, Keynote Address, Wyoming APA, October 2019
- ◆ *The Digital Age of Planning – Applications, Lessons, and Information Sharing*, Texas APA 2017

RESUMES OF TEAM MEMBERS

Bret C. Keast, AICP

Owner and Chief Executive Officer



Bret joined Lane Kendig, Inc. as a partner in 2002. With the formation of Kendig Keast Collaborative (KKC) in 2007, he succeeded Lane as president and became the sole shareholder of the firm. In 2015, Bret promoted Gary Mitchell, FAICP to President, and assumed the role of Chief Executive Officer.

Bret has experience in both the public and private sectors since 1989, having previously worked for a council of governments and metropolitan planning organization, suburban municipality (Olathe, KS), and as Practice Leader for an international multi-disciplinary firm (Wilbur Smith Associates).

He has consulted small and large communities in both rural and urban settings, led interdisciplinary project teams, and has authored and managed comprehensive and general plans, small area master plans, zoning and land development codes, corridor and urban design studies; parks and recreation master plans, transit and transportation plans, and an array of special studies.

Bret is known for his communicative skill and approach to public facilitation, translating technical planning terms and innovative concepts into plain language for laypersons and citizen planners. He has been consistently recognized by his peers with numerous awards for outstanding plans and projects. Bret is known by his clients and other consultants with whom he has associated as a diligent manager and an effective communicator. He has led projects in Arizona, California, Colorado, Connecticut, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Missouri, Mississippi, Montana, Nebraska, New Mexico, Ohio, Oklahoma, South Carolina, South Dakota, Texas, Tennessee, West Virginia, Wyoming, and Dubai, United Arab Emirates (UAE).

Bret has managed more than 75 zoning ordinance projects, ranging from unified codes to individual ordinances and development guidelines, in addition to a wide variety of other projects such as socioeconomic studies, growth management studies, downtown and livable center plans, park and trail master plans, corridor and special area plans, and transit and transportation plans. He has also managed interdisciplinary studies including the Inner Katy Transit-Oriented Development Study in Houston, Texas; South Mountain Bypass Study in Phoenix, Arizona; a Smart Growth Assessment in East Central Missouri; and the Dubai Transit Options Study in Dubai, United Arab Emirates.

Bret has been actively involved as a leader in the American Planning Association including positions on the Executive Boards in the Kansas and Texas Chapters. He most recently served on the Board of Directors of the Texas APA as the Newsletter Editor and has been a member of a National APA membership committee and served as the Houston Section Director and Section Director Representative to the Texas Chapter. Bret has made numerous presentations at state planning conferences in Arkansas, Illinois, Iowa, Louisiana, New Mexico, Texas, and Wisconsin, as well as at National APA conferences in New York City, New Orleans, Chicago, Denver, Washington, D.C., San Antonio, and Boston.

Gary Mitchell, FAICP

President



Gary brings professional planning experience at the city, county and regional levels since 1989. Working as a community planning consultant since 1999, he is particularly adept at facilitating advisory committee processes, leading strategic planning workshops, and involving leaders and residents in planning initiatives.

Gary regularly leads high-profile engagements in a variety of settings, addressing the gamut of community planning issues down to the corridor, district and neighborhood levels. Topics addressed include land use, transportation, growth management and annexation, housing, economic development, infrastructure, community facilities, public services, bicycle/pedestrian circulation, parking, downtown revitalization, neighborhood conservation, environmental and cultural resources, park systems and trail networks, historic preservation, urban design, and transit-supportive station area planning.

His portfolio includes 60+ comprehensive plans – in communities ranging from 2,000 to 200,000 people – and his consulting work has taken him to 17 states (Arizona, Arkansas, Colorado, Florida, Illinois, Kansas, Louisiana, Nebraska, New Jersey, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Utah and Wyoming). Besides helping communities consider their long-range outlook and establish goals, policies and an action agenda, Gary enjoys moving beyond planning into meaningful implementation efforts. This includes work on zoning and other development codes, capital improvements planning, annexation assessments and planning, and pursuit of grant funds.

Gary began his public sector career as a Rockland County planner in New York's Hudson River Valley. Later he progressed to Chief Regional Planner for the Houston-Galveston Area Council, a metropolitan planning agency covering 13 counties with 4.5 million residents and 150 local governments (as of 1999). During Gary's time in consulting, 14 communities he has assisted have received awards from divisions of the American Planning Association (APA) as outstanding examples of urban planning. Gary has served in leadership positions with both the Texas Chapter and Houston Section of APA. He also lectured in the Texas A&M Department of Landscape Architecture & Urban Planning, co-teaching the Plan Implementation course for Master of Urban Planning candidates.

Fellow of the American Institute of Certified Planners

In 2020, Gary was selected by his peers for induction into the **AICP College of Fellows**, the highest honor the American Institute of Certified Planners bestows. At the time, the College had approximately 600 members nationwide.

The FAICP honor recognizes the achievements and leadership of the professional as a model planner with outstanding contributions to planning and society over an extended period of time. "The outcomes of their individual efforts left demonstrably significant and transformational improvements to the field of planning and the communities they served."



PROJECT MANAGER

EDUCATION

- ◆ Master of Urban Planning, Texas A&M University, 1988
- ◆ B.A., Economics (with Highest Honors), University of Texas at Austin, 1986

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners, #8987, 1991

PROFESSIONAL AFFILIATIONS

- ◆ American Planning Association (APA) – Texas Chapter Treasurer
- ◆ Chair, Professional Advisory Council, Texas A&M University Master of Urban Planning Program
- ◆ Phi Beta Kappa
- ◆ Omicron Delta Epsilon International Honor Society for Economics
- ◆ Tau Sigma Delta Honor Society for Architecture and Allied Arts

PRESENTATIONS

- ◆ *Growing and Strengthening Your Downtown*, Bringing Back Main Street Downtown Revitalization Summit, Houston-Galveston Area Council (H-GAC), 2019
- ◆ *What We Build and How We Get There: The Land Use-Transportation Connection*, Texas APA, 2018
- ◆ *Prospects for PDs: State of the Practice*, Texas APA, 2017
- ◆ *Developing Effective Public Engagement Plans*, H-GAC Planning Workshop, 2016
- ◆ *Bringing It All Together: How Can Communities Realize Their Potential*, H-GAC Planning Workshop, 2015
- ◆ *Designing with Nature*, H-GAC Planning for Sustainable Growth Workshop, 2010



KENDIG KEAST
COLLABORATIVE

Meredith Dang, AICP

National Community Planning Practice Leader



Meredith has worked with a wide variety of communities and enjoys working with local leaders and stakeholders to envision the future of their community and create an implementable plan. With a focus on comprehensive, downtown, neighborhood, and parks planning, Meredith has expertise in project management, policy analysis, scenario development, demographic analysis, public engagement, facilitation, and visioning.

Meredith joined KKC in 2017 as a Senior Associate, and now as the firm's Community Planning Practice Leader, she continues the firm's commitment to engaging communities

in participatory visioning and strategic planning, building consensus about community's preferred futures. Meredith's KKC portfolio includes roles in crafting plans for communities in Texas, Oklahoma, Colorado, and Kansas. *Historic Past, Bold Future: Plan 2040*, the Comprehensive Plan for the City of Brenham, adopted in 2019, and spear-headed by Meredith, is the recipient of both the **2020 Central Texas APA Chapter Comprehensive Plan** award and the **Texas APA 2020 Comprehensive Plan** award.

Meredith began her public sector planning career as a city planner for the City of Galveston, Texas in 2005. In this role she experienced the importance of balancing the conservation of natural resources with the demands of growth for ensuring the resilience of a coastal community. Meredith applied these concepts in her role as a Chief Regional Planner at the Houston-Galveston Area Council (H-GAC), a metropolitan planning organization covering 13 counties with 6 million residents and 134 local governments. During her more than decade tenure at H-GAC, Meredith led numerous regional and local planning projects in the land use, transportation, and environmental realms.

Meredith led the development of H-GAC's Livable Centers program, an award-winning planning program that works with local governments to create places where people can live, work and play with less reliance on their cars. Meredith managed almost 20 Livable Centers studies in urban, suburban, and rural communities, providing expertise on identifying implementable improvements and policies in the public realm. Meredith also led H-GAC's Our Great Region 2040 plan process, a 13-county regional sustainability plan that, at over \$5 million dollars, was the largest regional plan undertaken in the region (as of 2017). The project involved over 15,000 stakeholders, a dozen workgroups, and a coordinating body of two dozen local government, non-profit, and university leaders. Meredith successfully navigated this complex and often contentious process, utilizing her extensive facilitation skills to bring stakeholders together in collaborative discussions about the region's future.

EDUCATION

- ◆ Master of Planning, University of Southern California, 2005
- ◆ B.A., History and Sociology, Rice University, 2003

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners (AICP), #022570, 2008

PROFESSIONAL AFFILIATION

- ◆ Houston Chapter American Planning Association
- ◆ Board Member, Blueprint Houston

PRESENTATIONS

- ◆ Active Transportation and Healthy Communities, APA Virtual Cross-Chapter Collaborative Conference, 2020
- ◆ H-GAC Bringing Back Main Street Roundtable, 2020
- ◆ Houston Multi-Modal Mobile Workshop, APA Texas State Conference, Galveston TX, 2015
- ◆ *Regional Equity Networks*, HUD National Convening, Washington DC, 2013
- ◆ *Galveston Livable Centers Mobile Workshop*, APA Texas State Conference, Galveston TX, 2013
- ◆ *Eco-Logical*, The Conservation Fund National Workshop, Shepherdsville WV, 2013
- ◆ *Eco-Logical*, FHWA Webinar Series (National): 4 webinars 2011-2016
- ◆ *Houston-Galveston Our Region Plan*, HUD State Workshop, Austin TX, 2012
- ◆ *Livable Centers*, TRB Poster Session – National Conference, Washington DC, 2011
- ◆ *Subregional Planning as a Regional Model*, APA National Conference, New Orleans LA, 2010

Brian K. Mabry, AICP

National Code Practice Leader



Brian has made a career of drafting understandable, practical, and enforceable development regulations, providing his expertise to local governments seeking better zoning regulations since 2001. Having worked in both the private and public sectors, Brian knows the importance of client service and the realities involved in the day-to-day administering of zoning regulations. Brian pragmatically advocates for the simplification of regulations, the empowerment of Planning staff for making administrative approvals where appropriate, and hybrid codes that provide the familiarity of Euclidean zoning, the flexibility of performance zoning and the design orientation of form based codes.

Brian joined KKC as a Principal Associate in 2017 and was promoted to Code Practice Leader and a Principal-in-Charge in 2019. As the leader of KKC's Kentucky/Indiana office, he continues the advancement of the firm's focus on crafting flexible, transparent, and attractive development regulations using **enCodePlus™** web-enabled technology. Brian was the main author of stand-alone Code Critiques for Winter Park, CO; Columbus, NE; and Corpus Christi and Lubbock, TX. He is or has been project manager for Code projects in Borger, Copperas Cove, Dayton, Edinburg, Jasper, and Lubbock, TX; Covington, KY; Harrisburg, NC; Harrisonburg, VA; and Marshalltown, IA. Brian has contributed to the drafting of Codes for Nassau Bay, TX; Littleton and Westminster, CO; Manhattan and Kansas City, KS; and Ankeny, IA.

After grad school, Brian consulted at a nationally recognized zoning consulting firm in Austin, Texas, critiquing, drafting, and illustrating development regulations for communities of varying levels of regulatory tolerance in Texas, Florida, and ten other states. There, he learned the importance of providing clear development regulations to clients, finishing projects on time and within budget, and working with diverse groups of stakeholders in order to produce a workable set of regulations.

In the public sector, Brian worked as Senior Planner and Planning Director in his hometown of Temple, Texas; as Planning, Zoning, and Code Enforcement Manager for Elkhart County, Indiana; and, most recently, as Planning & Design Supervisor for the combined City / County government of Louisville, Kentucky. In each capacity, Brian has been intimately involved in reworking the entirety of the community's development regulations, drafting small but crucial changes to existing regulations, and administering existing language every day for specific situations. In Temple, Brian combined the existing subdivision regulations and zoning ordinance into the community's first Unified Development Code. In Elkhart County, he successfully relaunched an initiative to revise the County's zoning regulations after an unsuccessful attempt by a consultant a couple of years prior. In Louisville, he has collaborated in drafting and administering regulations related to short term rentals, biodigesters, conservation subdivisions, and traditional mixed use neighborhoods. Brian's primary work characteristic is his fixated drive to provide development regulations that respect the property rights of all and that create desirable community character.

Brian has spoken at planning conferences in Texas, Indiana, and Kentucky on vested rights, unified development code best practices, and public engagement techniques.

EDUCATION

- ◆ Master of Urban Planning, Texas A&M University, 2001.
- ◆ Bachelor of Arts, Sociology and Theatre, Southwestern University, 1996

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners (AICP), #018662, 2003

PROFESSIONAL AFFILIATION

- ◆ American Planning Association (APA)

PRESENTATIONS

- ◆ *Conserving the Covington Context*, Kentucky Chapter Conference of the APA, September 2021
- ◆ *A Zoning Update in Amish Country*, Indiana Chapter Conference of the APA, October 2019
- ◆ *Ethics Panel*, Southern Indiana Section of the APA, September 2019
- ◆ *Public Engagement Tools, Old and New*, Kentucky Chapter Conference of the APA, May 2017
- ◆ *What to Expect When You're Expecting (A New Code)*, Indiana Chapter Conference of the APA, March 2014 and Kentucky Chapter Conference, May 2014
- ◆ *Unified Development Code Roundtable*, Texas Chapter Conference of the APA, October 2006
- ◆ *Adapting Development Codes to Chapter 245 Vesting Provisions*, Bickerstaff Heath Pollan & Caroom's Texas Local Government Conference, June 2006
- ◆ *Changing Attitudes Regarding County Land-Use Controls in Texas: A Survey of County Judges*, Texas Chapter Conference of the APA, October 2003



Greg Flisram, CEcD

Special Advisor for Redevelopment and Revitalization



Greg has professional planning experience spanning a broad spectrum of work since 2001, including: comprehensive planning, corridor planning, redevelopment planning, urban design, community and economic development, historic preservation, and plan implementation. Greg's professional orientation is toward project implementation; he brings the perspective of someone who not only plans, but also does. He also brings a broad range of hands-on professional experience having worked in the public, private, and nonprofit sectors. Greg has published numerous articles in national publications such as *Planning* and *Urban Land* magazines.

EDUCATION

- ◆ Master of Urban Planning, School of Architecture and Urban Planning, University of Wisconsin-Milwaukee
- ◆ Graduate Studies, Urban and Regional Planning and Design, College of Environmental Design, California State Polytechnic University
- ◆ B.A. Economics, University of Wisconsin-Milwaukee

PROFESSIONAL AFFILIATIONS

- ◆ Member, American Planning Association (APA), Wisconsin and Michigan Chapters
- ◆ Member, Urban Land Institute (ULI)
- ◆ International Economic Development Council (IEDC) Certified Economic Developer

PRESENTATIONS

- ◆ Milwaukee Downtown Rotary Club, May 2007
- ◆ Metro Milwaukee Association of Commerce, August 2006
- ◆ Wisconsin APA Conference, April 2003
- ◆ Michigan Association of Planning Conference, September 1999
- ◆ Michigan Municipal League Conference, May 1998

PUBLICATIONS

- ◆ "Northern Exposure: New Sports District For Wisconsin's Bay Area." *Next American City*, 2009 (publication pending)
- ◆ "The New Garden Cities." *Planning Magazine* (scheduled August 2009)
- ◆ "Putting The Funk In Functional." *Planning Magazine*, 2008
- ◆ "Harboring Ambitions: New Horizons For Great Lakes

Greg's work has ranged from the development of regional economic positioning initiatives; to district marketing and promotional strategies; to neighborhood and corridor plans; to the structuring of public-private partnerships. He has also managed numerous corridor economic repositioning/redevelopment projects, including major projects in metro Milwaukee and Madison, WI, Chicago, IL, St. Louis, MO, and Lansing, MI. Greg has proven himself to be an effective redevelopment project manager with a knack for translating ideas into concrete actions. In addition to having managed numerous physical planning and urban design plans, his professional experience also includes a deep understanding of the mechanics of 'ground-level' real estate development projects. He has a deep working understanding of the major tools of urban (re)development including TIF, BIDs, revenue bonds, and myriad forms of tax credits and public-private deal structures.

Greg is currently the Executive Director of the Urban Redevelopment Authority in Pittsburgh, PA (since early 2020). He also has experience with the Cities of Kansas City, MO and Green Bay, WI Economic Development Corporations and with a national non-profit corporation. His main activities have involved developing and managing project-specific initiatives and collaborations among municipal leaders, private corporations, real estate professionals, and NGOs. This work has involved a broad variety of planning, project management and project implementation activities geared toward achieving visible and lasting results in highly distressed urban neighborhoods.

His recent KKC projects include:

- ◆ Florence, SC Downtown Master Plan and Update
- ◆ Sandy City, UT Stadium Village Master Plan
- ◆ Michigan City, IN Corridor and Mall Site Redevelopment Planning
- ◆ Fremont, NE Comprehensive Plan Economic Development Strategy and Energy Element
- ◆ Cuero, TX Downtown Area Plan
- ◆ Ponca City, OK Comprehensive Plan Economic Development Element
- ◆ Carbondale, IL Comprehensive Plan Economic Development Element
- ◆ Killeen, TX Downtown Master Plan
- ◆ Valparaiso, IN U.S. 30 Corridor Master Plan

Steve Sizemore, Ph.D, AICP

Housing and Code Specialist



Steve joined KKC as a Senior Associate in our Kentucky/Indiana office in 2019, following many years as a professional planner in the public sector where he has focused his career on advocating for healthy, sustainable and equitable approaches to city planning. He recently achieved his Ph.D. at the University of Louisville in the Urban and Public Affairs program with a specialization in planning. His doctoral dissertation analyzed local government policy in response to the affirmatively furthering fair housing provision of the 1968 Fair Housing Act. In his public sector experience, Steve has held roles focused on neighborhood and long-range planning, conservation planning, code writing, active transportation, affordable housing, and healthy city approaches.

In his public sector experience, Steve worked as a Senior Planner for Louisville (KY) Metro Government in multiple roles, including many years on the neighborhood and long-range planning team. In this capacity, he applied his skills of community engagement, project management, GIS and data analysis, and aligning best practices with the unique challenges of each plan's context. Steve also co-authored Louisville's conservation subdivision regulations where he performed extensive research, negotiated innovative solutions, and helped foster its successful adoption as a regulation. In other roles with Louisville Metro, he played a fundamental role on the leadership team in Move Louisville, the city's first multi-modal transportation plan in over 20 years. He also played a critical role advancing the Louisville Loop project, a 100-mile plus shared-use path encircling Louisville. Steve guided the strategic direction and operational planning process to ensure the Louisville Loop's resiliency for the long-term.

Steve's primary work characteristic is his devotion to promoting the concept that all plans and regulations should foster desirable community character while also serving to enhance healthy, resilient, and equitable outcomes for all citizens. He has demonstrated his dedication to these principles through his decade-plus public sector work, education training, research, and teaching. Between 2007 and 2015 he served as adjunct faculty in the University of Louisville's Masters of Urban Planning program where he taught courses on planning history, planning theory, neighborhood planning, and helped leading studio courses.

Steve has spoken at national planning conferences along with regional conferences in Kentucky, Ohio, and Louisiana on neighborhood planning, active transportation, fair and affordable housing, and conservation subdivisions.

Steve recently co-authored "HUD's Sustainable Communities Initiative: An Emerging Model of Place-Based Federal Policy and Collaborative Capacity Building" for Cityscape in 2017. He also authored a chapter of The Commissioner: A Publication of the American Planning Association in 2009 titled "Developing a Walkability Plan".

Having resided in South America for a time, Steve is proficient in speaking Spanish.

EDUCATION

- ◆ Doctor of Philosophy, Urban and Public Affairs, University of Louisville, 2019.
- ◆ Master of Community Planning, University of Cincinnati, 2004.
- ◆ Bachelor of Arts, Kinesiology, University of Kentucky, 1997.

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners (AICP), #022374, 2008.

PROFESSIONAL AFFILIATION

- ◆ American Planning Association (APA)

PRESENTATIONS

- ◆ American Planning Association Indiana Chapter (APA-IN) Fall Conference, October 2021, "Hoosier Housing Roundtable"
- ◆ Ohio Kentucky Indiana (OKI) Regional Planning Conference in October 2016 "The Role of Engaged Universities in Promoting Positive Community Outcomes"
- ◆ Kentucky Chapter of the American Planning Association (KAPA) Spring Conference in May 2016 "Planning Communities of Opportunity: Why Two Key 2015 Federal Housing Decisions Matter"
- ◆ American Planning Association (APA), National Conference in April 2015 "Transforming Louisville's Built Environment"
- ◆ Louisiana Smart Growth Summit in November 2012 "Making Postcard Places: Infrastructure's Role in Economic Development" and "Parks and Rec: The Role of Parks in Our Communities"
- ◆ Ohio Kentucky Indiana (OKI) Regional Planning Conference in September 2012 "Planning Beyond the Path: Maximizing Trail Impact for Communities"



Janis Burall, AICP

Geographic Information Systems (GIS) Specialist

EDUCATION

- ◆ B.F.A, Advertising Art, University of North Texas, with minors in Computer Science and Technical Communication.

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners, #022528.

PROFESSIONAL AFFILIATION

- ◆ American Planning Association.



As a planner, Janis has scoped, budgeted, and managed projects, conducted stakeholder interviews and facilitated public meetings, and written technical reports and authored plan elements for various projects.

However, Janis's focus for most of her decades of planning experience has been in applying concepts of Geographic Information Systems (GIS) to community and urban planning projects. She has designed and integrated spatial databases for infrastructure inventories, transportation feasibility studies and corridor alternatives analysis, demographic and

socioeconomic analysis, growth management and land use analysis, market and service area analysis, and environmental impact statements. Project scales have ranged from small-area studies like downtown parking inventories to multi-corridor planning projects which spanned the U.S. from coast to coast.

Janis has routinely been a GIS task leader for data collection, data conversion, and database development. She has conducted data needs assessments, developed methodologies for geographic analysis, and provided maps and map viewers for enhanced visualization. She has also developed digital map templates for subconsultants and has overseen map production by other GIS staff throughout a project's lifecycle.

A large part of Janis's diverse experience has been in support of Comprehensive Plans and Zoning Ordinance development. She has developed numerous future land use plans and thoroughfare plans, and created many maps showing annexation histories, infrastructure service gaps, and traffic volumes. She has created parkland and open space inventories and performed service area analysis for many parks plans. She has prepared field maps for land use inventories and from them, prepared many Official Zoning Ordinance Maps and atlases.

As a GIS Manager at a municipal engineering firm, Janis's clients were from both the public and private sector. She leveraged GIS to provide a more comprehensive design environment for preliminary engineering projects by improving access to data on existing conditions and increasing visualization capabilities.

Previous to that, Janis was a Regional Coordinator of GIS Services at an international planning and engineering consulting firm, where she managed community planning-related projects and led GIS-related tasks for all types of planning projects, coordinating with staff in other disciplines and offices, and national and international clients. Typical tasks included the integration of GIS, CADD, and imagery into project databases; using spatial analysis to investigate existing conditions, service gaps, development suitability, environmental constraints, and alternative solutions; and developing cartographic solutions adapted to the uniqueness of each project.

Janis has provided both introductory and technical GIS training for clients, contracted with clients to provide on-call GIS assistance, conducted technical training for GIS staff and taught professional growth sessions for engineers on GIS topics. She enjoys participating in mentoring activities and educational events such as career fairs and GIS Day.

Marcia Boyle, AICP

Urban Designer and Historic Preservation Specialist



Marcia's work focuses on creating and implementing design tools that recognize and promote unique community character. To understand the community's assets and vision for the future, she engages residents through a variety of hands-on activities in design charrettes, workshops, online visual preferencing surveys, and open house events. Her work often highlights the importance of the historic structures, landscapes, and character of a place to build into the vision for the future. Marcia's experience in the public and private sectors ensures a commitment to selecting and creating the

appropriate design tools while ensuring the tools will be easy to use and implement by all groups involved.

Marcia joined Kendig Keast Collaborative (KKC) as an Urban Designer in 2021 and is based in Pittsburgh, PA. She works on urban design and historic preservation project components for a range of projects including zoning and land development codes, comprehensive plans, historic preservation plans, and historic district design guidelines for clients nationwide.

During graduate school, Marcia worked in the public sector as a Historic Preservation Coordinator for the City of Madison, Indiana. In this position, she worked alongside the Historic District Board of Review to review and grant Certificate of Appropriateness applications, managed the Preservation & Community Enhancement Grant Program, and assisted community members in determining appropriate alterations to historic buildings. As part of her Master's thesis, Marcia worked with the City of Washington, Illinois to evaluate the potential of designating the downtown to the National Register of Historic Places. Simultaneously, she assisted in the adoption of the local downtown historic district and wrote the Washington Square Commercial Historic District Review Design Guidelines for use by the Washington Historic Preservation Commission.

After graduate school, Marcia began her professional career at Winter & Company, a nationally recognized urban planning, historic preservation and urban design firm in Boulder, Colorado. As an Associate Planner with the firm, Marcia worked on a variety of projects including neighborhood plans, zoning codes, urban design guidelines, historic preservation ordinances, historic preservation plans, historic district design guidelines, and historic district certificate of appropriateness review. In all projects, Marcia worked closely with community members to determine the appropriate tools and strategies to implement their vision. In order to fully understand this vision, Marcia often led hands-on workshops with a range of activities including strengths and opportunity identification; visual preferencing activities; site and building plan cut and paste; and recording feedback through text, maps, and sketching. Marcia then translated this input to the appropriate documents and presented to staff, community members, and elected officials. She recognizes the importance of employing a range of public outreach tools to reach as many community members as possible in order to create a product tailored to the community at hand.

EDUCATION

- ◆ Master of Urban Planning, University of Illinois at Urbana-Champaign, 2016
- ◆ Bachelor of Arts, Studio Art and "Design for Social Spaces", St. Olaf College, 2014

PROFESSIONAL REGISTRATION

- ◆ American Institute of Certified Planners (AICP), #32882, 2020

PROFESSIONAL AFFILIATION

- ◆ American Planning Association (APA)

PRESENTATIONS

- ◆ *Developing Partnerships Between Preservation & Archaeology to Increase Public Engagement*, Colorado Preservation Inc Conference, February 2019
- ◆ Downtown Design, Texas Downtown Association: Downtown Summer Camp, July 2021



Luis Mercado

Urban Design Associate



Luis brings to KKC knowledge and expertise in urban planning, urban design, GIS, multi-disciplinary collaboration and graphic production gained with experience in the public and private sectors.

While previously employed by the City of Tulsa, OK, Luis developed and implemented an urban design studio within the City's Planning Department. He supervised staff in the development of graphic products utilizing GIS, CAD, Sketch-Up, Adobe suite and light rendering software to illustrate design concepts for a variety of projects to solve connectivity

issues, to build a sense of place, and to apply the City's planning framework. Luis collaborated with the City's Engineering Department, initially conducting outreach to them to establish a collaborative relationship for street rehabilitation projects. This led to an increased role of the planning department to influence public right-of-way projects during the entire design cycle. He also participated in development review of private projects focused on the City's downtown and negotiated with developers, architects, and engineers to apply established planning policies and urban design best practices.

Additionally, Luis was the Director of Neighborhood Affairs for the City of Berwyn, IL., where he oversaw building department inspectors, applied and interpreted municipal regulations, and fielded complex technical, social and political matters with residents, legal counsel, police and fire departments. Appointed by the Mayor, he collaborated with the Berwyn Development Corporation on planning assignments. He reviewed and determined penalties for code enforcement cases, presenting each case in housing court as prosecutor, negotiating fines, and keeping detailed records of the proceedings. He also conducted outreach at meetings and events sponsored by aldermen and community groups, where he applied fluency in reading, writing and speaking Spanish to communicate with Spanish-speaking residents.

Luis was also a Planner for the City of Dania Beach, FL, where he contributed regulatory language to Dania's TOD ordinance to promote plazas and paseos within the City's urban core. He performed development review in a fast-paced environment, inspected building sites as a zoning officer, and worked with applicants from inception to completion to compile and present variance and special exemption cases at public zoning and commission meetings.

Luis interned throughout his education. With a private urban design firm in Chicago, IL, he actively participated in community meetings with SWOT, brainstorming and vision and goal development exercises; he mapped land use, zoning, urban design and green space for multiple planning and landscape architecture projects; and he provided Spanish-English translation at community meetings. Also in Chicago, as a natural resources planner for the Center for Neighborhood Technology, Luis researched best practices in watershed planning, green infrastructure design, and hydrology analysis; he organized staff discussions to synthesize research findings and innovative new applications; he conducted field and data surveys; and developed a detailed impervious area calculation model to estimate runoff for storm events. As a land designer for a private architecture firm in Somerville, MA, he surveyed sites and produced renderings and construction documents.

EDUCATION

- ◆ Master's Certificate in Landscape Design, Landscape Institute of the Boston Architectural College and Harvard University, 2011.
- ◆ Master's Degree in Urban and Regional Planning, Specializing in GIS, Florida Atlantic University, 2005.
- ◆ Bachelor's Degree, Aviation Management, Southern Illinois University, 2003.

PROFESSIONAL AFFILIATIONS

- ◆ Congress for New Urbanism
- ◆ Urban Land Institute

Sharon Cadena

Communications Design Associate



Sharon is a multi-faceted graphic design and software specialist. She manages a talented creative team of technical writers, web designers, and graphic artists that produce marketing pieces, graphic designs, and web deliverables for Kendig Keast Collaborative and **enCodePlus**, LLC.

Sharon is vital in the creation of branding and visual layout for comprehensive plans, special-area and special-purpose master plans, zoning and land development regulations, reports, presentations, and collateral material. In addition to print layout and design work, she coordinates with other staff for map production and rendering across various digital media and platforms. With her knowledge of web-based languages (i.e. HTML, CSS), she is also responsible for designing and customizing city web templates, complex tables, and information on the **enCodePlus™** client sites. Sharon also provides diagrams and illustrations using 3-D rendering software such as SketchUp.

Sharon, by nature, is a gifted teacher and a clever problem-solver. These traits serve her well in technical training sessions with new **enCodePlus™** clients as well as in collaborating with in-house planning staff for creative solutions to communicate concepts in plans and code.

Previous to joining KKC, Sharon applied her talents as a program ready trainer at Convergys Corporation in Lubbock, Texas, where she coached and supervised customer agents. Prior to that, she was a customer service agent herself, troubleshooting technical, sales, and billing questions. Her professional design experience began while she was still a student at Texas Tech University with an internship at White Sparrow Design, a couture design boutique in Lubbock that specialized in calligraphy and hand-rendered typography. There she provided art direction for photoshoots for digital and print ads, coordinated work with local printers, provided press checks and finalized major print jobs, and designed and produced print ads, web pages, signage, and stationery and other related products, and gained familiarity with a vast spectrum of other deliverables.

Sharon's design and graphics skills are currently being employed in the drafting and development of online publishing in **enCodePlus™** of the Manhattan, KS Unified Development Ordinance and The Charleston County, SC Zoning and Land Development Regulations. Her work can be currently be seen in codes published online in the following **enCodePlus™** sites:

The Harrisburg, North Carolina Unified Development Code: <https://online.encodeplus.com/regs/harrisburg-nc>

The Hays Unified Development Code: <http://online.encodeplus.com/regs/hays-ks/>

EDUCATION

- ♦ B.F.A Communication Design, Texas Tech University



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C. PUBLIC ENGAGEMENT

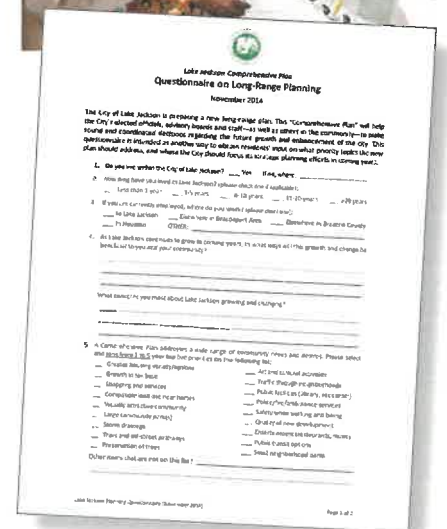
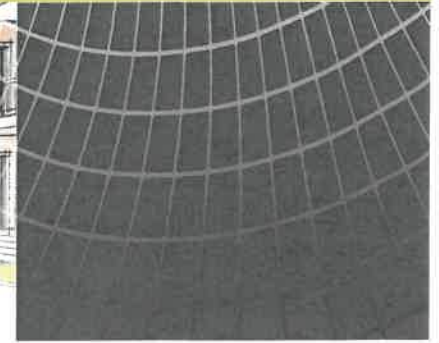
It is our experience that the careful design and energetic, well-coordinated execution of an outreach and education program is essential for the ultimate success of a community planning project – and to smooth adoption of the resulting plan. This upcoming effort for Northville Township warrants a deliberate engagement program, one that provides sufficient opportunity for public and private community leaders, residents and other stakeholders to be directly involved in all phases of the process, well before formal public hearings and final adoption points.

The keys to engaging the entire spectrum of stakeholders are regular two-way communication, offering a variety of activities and ways to participate (varying by time, location, nature and degree of formality of the event), structuring all meetings and activities to enable participants to be heard and offer meaningful input, and re-engaging them throughout the process to invite their review, validation and further refinement of the results and take-aways.

ENGAGEMENT PHILOSOPHY AND ESSENTIALS

With a central purpose of effective plan implementation, and with a philosophy and approach centered upon engagement rather than “participation,” we aim to build trust – and therefore “buy-in” – as follows:

- ◆ **We respect the hard work that has already been done.** We will come to the first public engagement activities well-versed on the contents of all of the Township’s existing plans, studies and regulations and the status of any that are under way.
- ◆ **We establish an understanding and build trust.** For residents and property owners who may be concerned about change, we emphasize that preservation of neighborhood and community character are core goals, and we ensure that participants understand that we will work hard toward these and other goals.
- ◆ **We listen carefully and respect all views.** In every community, people have more common values than differences. We listen carefully to identify shared priorities and then build upon that foundation to quickly establish a high level of trust and collaboration. We then maintain and strengthen that bond through transparency of the process and respect for all participants’ views.
- ◆ **We use the information and insights we get from the community.** We maintain a high level of trust by demonstrating – early, often and consistently – that the community’s input is being heard, considered and reflected in the work product. Our proposed process ensures “plain English” interactions regarding desired policies and outcomes, followed by skillful expression of that substance in the plan content.





Since the COVID-19 outbreak in 2020, KKC has continued to use its Zoom and Microsoft Teams accounts to facilitate engaging and successful online committee meetings, public open houses and public hearing presentations, along with combination in-person and online meetings. KKC has also held socially distanced in-person meetings with “touchless” input methods. We are able to offer each community a flexible range of options with which to customize collaboration and outreach to suit their needs and preferences.

- ◆ **We recognize that “one size does not fit all.”** The KKC team also builds and maintains trust by not imposing pre-packaged solutions on our clients. We have no agenda other than to serve the Township and community of Northville and provide a full spectrum of perspectives and options to help the Township make informed decisions.
- ◆ **We have a balanced perspective.** We bring the expertise and perspective that comes from years of experience representing municipal, county and private-sector interests, including developers and neighbors. We believe in fundamental fairness; protecting community character and promoting “good” design; ensuring fiscally and environmentally responsible, sustainable development; maximizing creativity; and working with and incenting the market to deliver desired planning outcomes.

ENGAGEMENT CHALLENGES AND ADJUSTMENTS

Knowing that we will not reach all intended audiences on a first-pass engagement push, we build mechanisms for tracking participation and effectiveness into all our community engagement strategies. Then we can pinpoint when and where more targeted efforts are needed to involve the underrepresented and/or difficult to reach. This is an area where Township officials can contribute by helping fill gaps and build bridges through ties to their constituents and other networks and give-and-take outlets. In previous efforts we have:

- ◆ **Reached youth and millennials** through in-school activities with a cross section of students selected by principals and counselors; youth forums held during the lunch hour or afternoon before an evening community-wide forum; happy hours with young professionals groups; and, informal social interaction with current and alumni members of local leadership development programs.
- ◆ **Reached seniors and elderly residents** by interacting with groups where they are most active (e.g., veterans groups, Friends of the Library, garden and book clubs, etc.), hosting ice cream socials at senior housing facilities, mingling at summer concerts in the park, and joining them in local service projects.
- ◆ **Reached low-income residents** by hosting pizza suppers at subsidized housing sites, coordinating with churches and other faith-based groups (including those focused on serving immigrant, non-English speaking enclaves within a community), and conducting listening sessions at local workplaces such as manufacturing and warehouse sites and service-oriented establishments.

For these target demographics and in general, we have also gotten out in the community for “blue jean meetings” in coffee shops (including one called Gracefull Cafe in Colorado designed specifically for patrons not always able to pay), along a recreational trail and at a dog park, and at other local hang-outs for more down-to-earth conversations outside of a formal public meeting format. Invariably, those engaged confirm that they likely never would have attended a formal event anyway, even if aware of it.

We have also posted times and locations where our personnel will be stationed and available for “open door” walk-in, no-agenda, unstructured discussions. This has worked especially well for community master plan processes, in which various participants remark that they are not knowledgeable enough or not likely to have anything meaningful to contribute. This provides a perfect opening for demonstrating how much of value they know about their community and documenting their own hopes and concerns about its future.

INNOVATIVE ENGAGEMENT

WebPlan Online Interactive Plan

Each new project elevates our professional interest in and commitment to bringing the latest thinking and best practices to the communities we serve. This includes efforts in our profession to make plans more visual, concise, understandable, on-point and relevant to local decision-makers, residents and staff who must rely on and apply them. KKC now creates and publishes nearly all its new community plans as an attractive, interactive, citizen-friendly website through the WebPlan platform designed by our sister company, **enCodePlus**, LLC (also owned by KKC CEO Bret Keast). A recent example of a customized WebPlan site (although KKC was not directly involved in the plan development) is the GSO 2040 site built for the City of Greensboro, North Carolina (online.encodeplus.com/regs/greensboro-nc-comp/), where the Plan can be viewed as searchable text or as a “flip book” in the e-reader.

The WebPlan site starts out as a project website, facilitating public outreach during plan development, including soliciting input through surveys and geo-engagement (questions and input via a map interface). At the public hearing stage, the site transforms into a portal to the web-based plan itself, so users can view and navigate through the proposed plan via an intuitive online interface. The content is well organized and fully searchable, allowing decision-makers and other users to quickly

locate relevant information. Each community-branded WebPlan site provides a graphics-rich online document that may also include multimedia and cross-referenced links to related policies, programs, documents, GIS mapping or other information. The final adopted plan is then published online via the WebPlan site, and all content can also be exported to Word and PDF formats.

As a cloud-based platform, WebPlan enables the plan to remain timely and fresh through implementation tracking/reporting and regular updates. After any such updates, the content can be published immediately to the web. WebPlan was designed by community planners who understand the need for planning documents to be more accessible and interesting – and easy to edit, update, amend and maintain. WebPlan also conforms to the Web Content Accessibility Guidelines, meaning the site is usable by visual- and hearing-impaired users.



DIRECT ENGAGEMENT OF LOCAL OFFICIALS

We emphasize in our practice that community master plans (and their associated implementing regulations), although ultimately adopted by a local governing body, are intended to guide and better the entire community and facilitate public-private partnerships. This calls for broad outreach and inclusive consensus-building efforts throughout the process. Yet, we recognize that we must intentionally and continually focus on the viewpoints, concerns and priorities of elected officials. Among the ways we engage and involve local officials while ensuring that their participation does not deter or “drown out” other voices:

- ◆ **Joint Workshops** held immediately upon project initiation and then at multiple key milestone points, enabling direct input from and interaction with the entire governing body, typically in joint sessions with the Planning Commission and/or a project steering/advisory committee.
- ◆ **Interviews and/or informal talks** with groups of elected officials early in the project to ensure our longer-term work meshes well with their near-term focus.
- ◆ **Solicitation of ideas and insights** from elected leaders on how best to craft and refine an effective engagement strategy from all they know about their community.
- ◆ **Putting the Mayor (Township Supervisor in this case) and other officials front and center** at the start of Town Hall meetings and other major outreach events, and **spurring them to “outdo” each other in generating turnout** from their respective districts and/or areas where they live (which has driven substantial participation in previous projects).
- ◆ **Involving at least two City Council members (Trustees in this case) as liaisons** to any project steering or advisory committee, for their direct involvement and oversight and to report back to the full Council/Board regularly throughout the process.
- ◆ **Providing regular briefings and concise updates** to Mayor and Council (Board of Trustees in this case) so they, in turn, can speak to and be ambassadors for the project whether in day-to-day interactions with constituents or in more formal settings (e.g., speaking engagements, interviews with news media and/or for local access channel broadcast, guest columns in local newsletters and/or newspaper).
- ◆ **Monitoring and ensuring the basic “comfort level,” support and enthusiasm of elected leaders throughout the process**, especially through the multiple joint workshops that are intentionally designed as check-in and validation points before proceeding with next phases of work.

The final point above is also critical immediately before final public hearings and consideration of adoption. We must ensure that Township officials have a good understanding of what is before them, have had their questions and any concerns addressed, and are set to proceed.





D. PROJECT APPROACH

PROJECT UNDERSTANDING AND APPROACH

We believe that Northville Township is undertaking a comprehensive planning process as part of its ongoing commitment to plan and promote the orderly and balanced growth of the community. The purpose of this project is to prepare an updated Community Master Plan that is sensitive to and compatible with residents' needs, desires and vision for the community's future. A focused and refreshed Master Plan is needed to guide the physical and economic development of the Township, to preserve the character of the Northville area, and to enhance the quality of life for residents and visitors. The plan will ultimately serve to guide decision-making by the Board of Trustees, Planning Commission, Township Manager and staff, developers, landowners, businesses, and local institutions and organizations. Our background research and preparation for this RFQ response has yielded the following facts and especially notable items about Northville Township (drawn primarily from the 2019 American Community Survey pending more detailed Census 2020 results):

- ◆ A township **median age** of 44.2 years, compared to 37.6 years in Wayne County and 39.8 years across all of Michigan.
- ◆ Nearly a quarter (24.4%) of the Township's **population under age 18**.
- ◆ Nearly 8% of the population in 2019 having **moved into Northville Township from locations outside of Wayne County** (3.1% from a different Michigan county, 2.4% from another state, and 2.2% from outside the U.S.).
- ◆ A community where **homeownership** is widespread, with nearly 80% (79.2%) of housing units owner-occupied. Additionally, 62.5% of all Township households in 2019 were **married-couple family households**.
- ◆ A notable gap in **median household income** relative to all of Wayne County, at \$113,918 for the Township relative to \$50,753 county-wide.
- ◆ A **poverty rate** of only 3.2%, substantially lower than seen even in many suburban jurisdictions.
- ◆ Approximately two-thirds of Township adults (25 years and older) having earned a **bachelor's degree or higher** (with 32.2% having a graduate or professional degree), compared to 25% attainment of a bachelor's degree in all of Wayne County.
- ◆ A quarter of the Township's civilian employed population (age 16 years and older) working in **manufacturing**, followed by 21.9% in **educational services, health care and social assistance**, and 15.9% in **professional, scientific and management positions**.
- ◆ A relatively high 28.9-minute **average travel time to work**, with the caveat that COVID-era trends in commuting will need to play out in the years ahead.



Approach and Intentions

KKC uses a methodical and interdisciplinary approach to address a spectrum of community issues, needs, opportunities and challenges. A core focus is to forge a collective vision for the future, confirm the intentions and will of local officials and residents to shape that future, and document the mechanisms through which they will pursue desired outcomes. Both the planning process and resulting plan are intended to guide land development and redevelopment activity in a fiscally responsible manner; ensure adequate provision of public facilities and services; promote and encourage quality, sustainable development; preserve natural resources and amenities; and protect and enhance community character. The key decisions that **Northville Township** makes today will have a significant and lasting impact on the physical character, livability and economic attractiveness of the community for years to come.



PLANNING PHILOSOPHY

The KKC approach has six main elements:

- ◆ **Citizen-Driven.** Meaningful involvement of the community is absolutely essential for preparing a master plan that reflects local values and priorities and ensures broad-based support for plan implementation.
- ◆ **Effective Aid to Decision-Making.** The Master Plan must focus on the key issues in the community – current and emerging. The plan must provide the guidance necessary for community leaders to make informed, rational decisions.
- ◆ **End-User Orientation.** The Master Plan should be written with the user – elected and appointed officials, staff, citizens, and property and business owners – in mind.
- ◆ **Emphasis on Community Character.** Our experience has shown that one of the most commonly shared priorities across different communities is the protection, preservation and enhancement of an attractive and unique community character. As such, we help communities reinforce, rediscover or create what forms their character.
- ◆ **Think Green.** KKC is committed to pointing out the ways to engage itself and its clients actively in sustainable planning and design practices.
- ◆ **“Begin with the End in Mind.”** Implementation must be emphasized throughout the plan development process, from the outset and continuing through to plan adoption.

GENERAL SCOPE OF WORK

Through the phases and steps briefly outlined below, Kendig Keast Collaborative (KKC) would assist Northville Township to prepare an updated Community Master Plan for guiding the long-range evolution, development and enhancement of the community. Our approach has proven effective across a diversity of jurisdictions and settings, and we continue to refine specific aspects based on years of community planning practice. Our work efforts would build upon and benefit from relevant data and findings from other recent and concurrent Townships projects and studies. We would also plan to coordinate with other consultants and professional services providers engaged by the Township in areas relevant to the work program. Our approach would also be consistent with all relevant provisions of the Michigan Planning Enabling Act (within Chapter 125) regarding preparation and adoption of a local master plan.

Project Administration

KKC would complete project management activities in coordination with the Township’s Project Director to ensure schedule adherence, cost control and quality assurance (e.g., monthly progress reports, detailed schedule for all meeting dates and deliverables, frequent communication and coordination).

OPTIONAL TASK ACTIVITY: KKC would complete additional or more frequent scheduled check-in meetings with the Township’s Project Director, as needed beyond routine and ongoing project communications.

Project Start-Up Activities

We would coordinate closely with Township staff on these initial activities:

- ◆ Project kick-off meeting (detailed scope and schedule, data/information needs, other project logistics).
- ◆ Compilation of relevant information resources.
- ◆ Finalization of the community and leadership engagement strategy, to plan and facilitate a series of outreach activities intended to engage the community’s public and private leadership, as well as residents, business owners, property owners, local organizations and others interested in setting strategic priorities for the community’s future. Also ensure necessary coordination with other external agencies and organizations.

PHASE 1: Northville Today

We would compile and assess a base of information on the existing conditions and outlook for Northville Township, focusing especially on key influences that will shape the community’s future. This would provide background and assumptions to support needs assessment and long-range and strategic planning decisions throughout the comprehensive planning process. Work activities would include:

- ◆ Reviewing the Township’s current planning documents and land development regulations.
- ◆ Identifying action items in previous plans that were successfully accomplished, remain to be completed, or are not likely to be pursued due to changed priorities, resource limitations or other factors.
- ◆ Considering relevant regional trends, plans and projects that will influence the community over the planning horizon.

- ◆ Itemizing key opportunities, challenges and needs facing the community, using indicator data from local sources, the U.S. Census Bureau and other readily available sources to provide further context.
- ◆ Completing topic-specific background study and mapping, as appropriate, to provide an up-to-date overview of the community's physical context and historical and recent development. Drawing from data and information resources provided by the Township, plus discussions with staff and other key contacts, considerations would include:
 - » The area's physical characteristics and context, including locations of valued natural, historical and cultural assets.
 - » Land use and development patterns and associated economic and real estate market factors.
 - » Housing market conditions and housing stock in terms of availability, variety and affordability.
 - » Transportation system, traffic and safety conditions, and planned improvements.
 - » Water, wastewater and storm drainage systems (general condition and capacity, deficiencies, anticipated needs, etc.) and planned improvements.
 - » Parks and recreation assets and other Township facilities, and planned improvements.
 - » Development policies and regulations, public service capacities, and other physical and fiscal factors that influence community form and character and provide opportunities for or constraints to (re)development.
- ◆ Completing field reconnaissance, with Township staff and independently, to:
 - » Observe on-the-ground outcomes from previous plan implementation activities and application of development regulations, including land use compatibility, development quality, and community aesthetics and image.
 - » Develop a photographic inventory for use during the project.
 - » Identify areas that may need or be conducive for a special area planning focus within the overall comprehensive planning effort (e.g., key corridors, unique neighborhoods or districts, etc.).

PHASE 1 Community and Leadership Engagement

All of the Phase 1 engagement activities would include discussions and exercises that will enable KKC to craft a **broad, unifying vision statement** on Northville Township's future community aspirations. The vision would be further refined during the Plan Direction and Assumptions phase and then would guide the remainder of the Master Plan process during the Future Northville and Implementation phases.

- ◆ **Issues and Needs Joint Workshop 1.** Facilitate an initial, informal workshop involving the Board of Trustees, Planning Commission and others, as appropriate. The workshop purpose is partly orientation to the master plan process, but especially to obtain early leadership input and set direction and priorities for the effort.
- ◆ **Listening Sessions.** Coordinate with Township staff to arrange and conduct a series of informal, one-hour "listening sessions." Some sessions may be targeted to stakeholders associated with a particular plan focus (e.g., economic development, parks and recreation, etc.) or a certain demographic (e.g., high





Sustainability and Smart Growth best practices were employed and showcased throughout the *Murfreesboro (TN) 2035* Comprehensive Plan. In the Implementation section of the plan, KKC utilized the **Plan Scoring Matrix** from Appendix C of *Sustaining Places: Best Practices for Comprehensive Plans* (APA PAS Report No. 578) to rate the plan, on a scale of 1 to 10, in terms of its use of best sustainability practices and other accepted standards of the planning profession. Through this evaluation, specific principles, processes and attributes of the plan could be identified as satisfactory or pinpointed as worthy of expansion in subsequent plan updates.

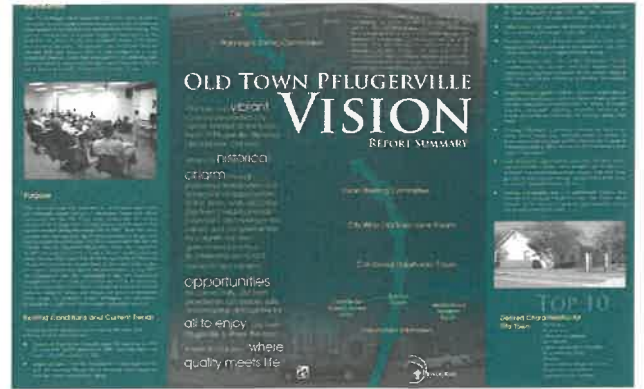
KKC's use of the Plan Scoring Matrix has proven to be effective in providing additional transparency and as a means for illustrating the professional quality of comprehensive plans we facilitate and prepare. Also, starting with the initial scoping of a new planning engagement, this approach and resource helps our clients understand, up front, that specific "industry standards" and critical elements should be part of their plan to improve its thoroughness and ultimate effectiveness.

school age youth, senior citizens, etc.) while other sessions could involve a mix of residents, business and property owners, public officials, developers/builders/realtors, representatives of community organizations, and others as identified by local officials and staff. In all cases, the intent is to discuss participants' hopes, concerns and priorities for their community's future. Each session should involve no more than 12-15 persons to ensure effective dialogue.

OPTIONAL TASK ACTIVITY: KKC would facilitate more small group sessions as additional budget resources allow, and to the extent they can be accommodated by extending the duration of planned project trips to Northville Township.

- ◆ **Town Hall Meeting on Northville Township's Future.** Coordinate with Township staff to arrange and facilitate a community-wide Town Hall Meeting. This evening event is intended for broad public participation to obtain early input to the planning process from residents and other stakeholders, using a variety of interactive and hands-on engagement activities to avoid just another typical public meeting.
- ◆ **Steering Committee Work Sessions.** Conduct one or more work session(s) with a Master Plan Steering Committee during the Northville Today phase, possibly to involve a mobile meeting approach to take the discussion "on the road" and consider actual community conditions and examples in real time. We would use each extended workshop meeting with the committee (typically two hours minimum on a weekday evening) to present and discuss interim draft materials for the planning effort. The Steering Committee would be charged with reviewing the draft materials and entering into discussion and debate on plan assumptions, themes and concepts, and an eventual community action agenda during the Future Northville phase. At least one Township Trustee and one Planning Commission member should serve in liaison roles throughout the process.
- ◆ If WebPlan is used in the project, developing a **project website** for the Master Plan independent of but linked to the Township website. After creating the project website during the Northville Today phase, KKC would then coordinate with Township staff throughout the project to develop project-related content and items to be posted on the website for public information purposes (e.g., upcoming public events, interim draft plan content/maps, other photos and visuals, etc.). The timing and frequency of such posts would be linked to specific engagement activities and deliverable milestones. The Township can direct users to the site and highlight new posts via its website and social media outlets. A logo for the project would be developed in coordination with Township staff for incorporation into the website design and use on other project documents, materials and presentations.
- ◆ **OPTIONAL TASK ACTIVITY:** KKC would prepare "meeting in a box" materials that would enable Township staff or others, independent of the consultant team, to facilitate informal group discussions or lead other types of basic engagement activities that would expand overall community participation in the Master Plan effort, yield useful input, and do so in a consistent, structured way. KKC would prepare a new "meeting in the box" for the Northville Today and Future Northville phases of the Master Plan process. Summary results of such activities must be processed by those leading each activity (based on guidance included in the box) and transmitted

back to KKC in an electronic format (i.e., Microsoft Word or Excel file template provided with the box materials) for ease of integration into overall engagement results for the Master Plan. KKC would also coordinate with Township staff to ensure a reasonable upper limit on the number of such independently-led meetings and activities in line with the project budget.



PHASE 1 Deliverable

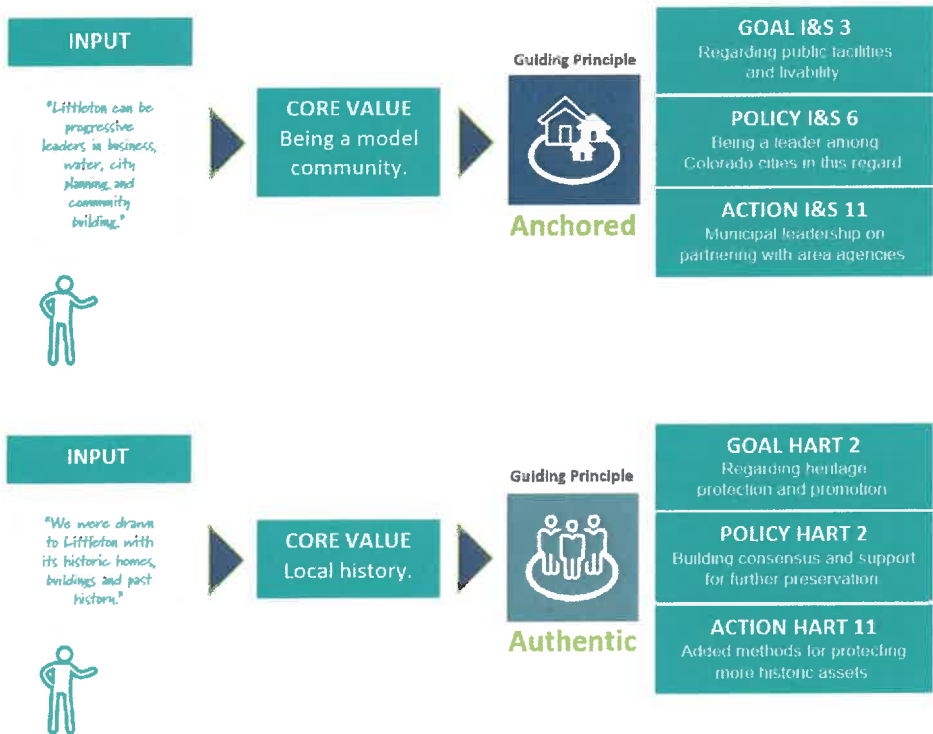
- ◆ The **Northville Today Report**, which would highlight key planning considerations emerging from our initial background studies and leadership and community involvement activities. The report would incorporate maps, graphics or other visual elements that help to illustrate findings while streamlining text.

PHASE 2: Plan Direction and Assumptions

Through this transition phase, we would highlight our findings about Northville Today to set the stage for Phase 3, The Future Northville. This would involve:

- ◆ Itemizing a core set of assumptions on which the Master Plan will be based (e.g., population expectations, projected service capacities, etc.);
- ◆ Stating the needs and goals, and highlighting the priorities and key opportunities and challenges the community will face in the years ahead, which the plan must address, including a summary of public and stakeholder input; and
- ◆ Sharing a proposed vision statement, reflecting core community values, and establishing a series of guiding principles for the plan that will be refined through the Future Northville phase.

FROM INPUT AND VISION TO PLAN AND ACTION



KKC illustration of Vision to Plan process during Comprehensive Plan effort in Littleton, Colorado.

CLIENT SUPPORT

In all of its client contracts, KKC includes an itemization of administrative and technical support services needed from client staff during the project, including:

- ◆ Client Project Director to coordinate with consultant.
- ◆ Transfer of relevant data, mapping, other resources.
- ◆ Arrangements to meet with client elected/appointed officials, staff.
- ◆ Contacts with other relevant agencies, organizations.
- ◆ Distribution of deliverables for review, coordination of comments.
- ◆ Public and media notifications.
- ◆ Posting of interim materials, updates on client website.
- ◆ Steering Committee support, logistics (as applicable).
- ◆ Summaries of pertinent meetings consultant does not attend.
- ◆ Public meeting/hearing arrangements, notices.

PHASE 2 Community and Leadership Engagement

- ◆ **OPTIONAL TASK ACTIVITY: Joint Workshop 2.** KKC would facilitate this second joint workshop with the Board of Trustees, Planning Commission and Steering Committee to provide an overview of the Northville Today Report and seek feedback on the draft Master Plan Direction and Outline memorandum. Based on the workshop results, we would then finalize the memorandum with Township staff before work proceeds on the Future City phase.

PHASE 2 Deliverable

- ◆ **Plan Direction and Outline memorandum**, which compiles the assumptions, key opportunities and challenges, and vision and guiding principles resulting from this phase, and provides a working outline of the Master Plan document to guide work efforts during the next phase.

PHASE 3: The Future Northville

We would prepare and compile the draft Master Plan document through this phase, based on the plan outline finalized at the end of the Direction and Assumptions phase, plus further interaction with Township officials, staff, residents and other stakeholders. The Future Northville portion would focus on key planning issues and considerations, a refined vision, guiding principles and associated community goals, and a series of specific action items. Work activities would include:

- ◆ Assessing the long-range development outlook and context for Northville Township, including consideration of post-COVID land use trends and variations from traditional practice. Drawing from results of the Northville Today phase and discussions with staff and other key contacts, considerations would include:
 - » Identification of areas available, most suitable and preferred for new growth and targeted reinvestment, taking into account potential constraints such as floodplains and other physical and environmental factors, existing land use and property ownership patterns, the transportation network, and infrastructure and public service capacities and availability.
 - » Strategies for overcoming any identified barriers to local housing development.
 - » Ways to strengthen the community's economic base and tax base, including consideration of the fiscal implications of future growth and development patterns and associated upgrades to or extension of public infrastructure and services.
 - » Orderly improvement of the area transportation system, considering not only facilities for automobiles but also pedestrian/bicycle circulation and transit.
 - » The general capacity outlook for the community's water, wastewater and storm drainage systems, planning-level improvement needs and their approximate timing based on projected growth and potential redevelopment activity, and opportunities to incorporate Low Impact Development (LID) and green infrastructure design practices to boost the sustainability and resiliency of Northville Township.
 - » Priorities for enhancing the community's park and recreation sites, promoting healthy lifestyles for residents and considering all forms of amenities and leisure/entertainment/cultural activities that contribute to community livability and appeal.



- » Place-making and urban design opportunities, along with community image and appearance considerations in terms of development quality along high-profile roadways and at “gateway” locations, beautification efforts within public areas, and preservation of valued natural/cultural/historical amenities.
- ◆ Preparing an updated Future Land Use Map that visually depicts the community’s general development pattern for the years ahead, thereby providing essential public policy support for the Township’s associated development regulations and other growth guidance tools and activities.

PHASE 3 Community and Leadership Engagement

- ◆ **Steering Committee Work Sessions.** Conduct Steering Committee Meetings 2 and 3 during this phase to present and discuss interim draft Future Northville materials.

OPTIONAL TASK ACTIVITY: KKC would facilitate additional Steering Committee work sessions to enable more in-depth discussion of draft plan content and considerations.

PHASE 3 Deliverable

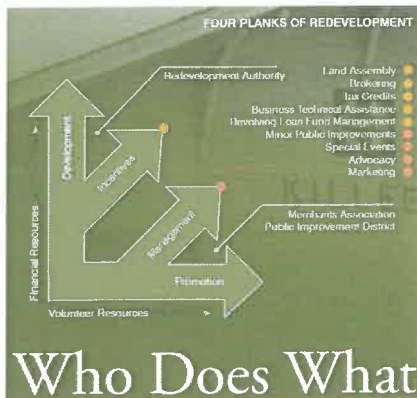
- ◆ **Draft Future Northville portion of Comprehensive Plan,** including the new Future Land Use Map, as developed through the Steering Committee process.
- ◆ **Northville Township Community Vision Statement,** which would be included and highlighted within the Future Northville portion of the plan but formatted in such a way that it can be printed as a stand-alone handout. The vision statement would be synthesized from leadership and community input and feedback received during the engagement activities and workshops during Phases 1 and 2. As part of ultimate plan adoption, the vision statement should be found to be representative of a cross-section of the community, and it should align with and strengthen existing community partnerships.

PHASE 4: Plan Implementation

Informed by the Future Northville Phase, we would coordinate with Township staff to compile potential action items that are near-term and strategic in nature so they

PLAN FORMAT OPTIONS

KKC now creates and publishes nearly all its new community plans on its **WebPlan platform for online, interactive plans.** However, some clients still prefer to maintain and access their master plan content in **traditional Word documents,** which can also be posted and disseminated as PDFs. In other cases, KKC planners and document designers use the Adobe Creative Suite to prepare attractive plan documents and summaries within **InDesign.** KKC would offer all of these options to Northville Township, and be prepared to discuss the associated logistics and cost considerations at the appropriate point in the consultant selection process.



may be addressed in more detail and prioritized through the final joint workshop in this phase. The Implementation element of the plan would also:

- ◆ Clarify the respective implementation roles of Township officials, boards/commissions and staff.
- ◆ Highlight opportunities for the Township to coordinate its implementation efforts with other key agencies and entities, with other jurisdictions as appropriate, and with other private and non-profit partners.
- ◆ Spell out essential procedures for monitoring implementation efforts and reporting progress on key action priorities annually, using specific action metrics and benchmarks where appropriate, and for completing future plan reviews and updates at appropriate milestones.

OPTIONAL TASK ACTIVITY: As part of this phase, KKC would also complete a more in-depth evaluation of the potential effectiveness of the Township's current development regulations and standards relative to goals and action items in the draft Master Plan that would likely require regulation to implement. Summary findings would be compiled in memorandum form along with recommended substantive and procedural changes to current regulations and practices to ensure consistency between plan and ordinances, and to increase the likelihood of achieving desired outcomes.

PHASE 4 Community and Leadership Engagement

- ◆ **Public Open House Event.** Coordinate with Township staff to arrange and host an Open House through which the public could view displays, hear an overview presentation, and interact with the Township's planning consultants and staff in an informal atmosphere prior to formal public hearings. Community input and feedback would be obtained on the potential near-term action priorities in the draft Master Plan to be covered in Joint Workshop 3.
- ◆ **Joint Workshop 3.** Provide an overview of the overall draft plan, build consensus on near-term action priorities and discuss related implementation tools and logistics with the Board of Trustees, Planning Commission, Steering Committee and Township management and staff.

PHASE 4 Deliverables

- ◆ **Implementation section** to add to the overall Master Plan package.

PHASE 5: Finalization and Adoption

Following the final joint workshop in the Implementation phase, we would coordinate with Township staff to compile a revised Hearing Draft version of the proposed Community Master Plan for public hearing and official consideration. Then, following adoption by the Board of Trustees, we would produce the final as-adopted version of the same, reflecting all further adjustments made through final review and deliberation.

PHASE 5 Community and Leadership Engagement

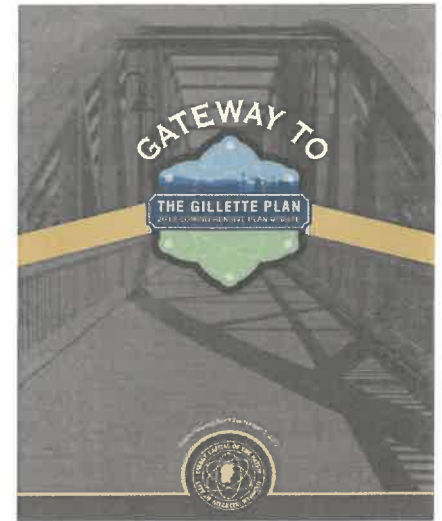
- ◆ **Planning Commission Public Hearing.** In coordination with Township staff, present highlights of the final proposed Master Plan at a public hearing before the Planning Commission, and assist in responding to public comments and questions. Then proceed into a Planning Commission workshop, immediately after the hearing, to identify any revisions the Commission may suggest before making a recommendation of plan adoption to the Board of Trustees.



- ◆ **Board of Trustees Public Hearing.** In coordination with Township staff, present highlights of the final recommended plan at a public hearing before the Board of Trustees, and assist in responding to public comments and questions, as appropriate, before the Board considers plan adoption.

PHASE 5 Deliverables

- ◆ **Hearing Draft version** of the final proposed Master Plan, in PDF format, for printing, distribution and website posting – or available online via WebPlan (if used in the project) for official and public review prior to the public hearing phase.
- ◆ **Compilation of further potential revisions** to the Hearing Draft version, prior to the Board of Trustees hearing, to highlight any further plan adjustments recommended to the Board by the Planning Commission as part of its recommendation of adoption.
- ◆ **OPTIONAL TASK ACTIVITY:** KKC would prepare a stylized summary of the new Master Plan. The summary would be created either as a stand-alone document for printing, or within WebPlan (if used in the project) and designed as a “gateway” to the full online plan, and set up for export to PDF along with online viewing. The level of content and design would emphasize accessibility for the lay reader and a distinctive visual appeal as these publications also often serve as valuable marketing collateral and a profile-raising piece for the community. The summary would highlight key action steps to be pursued in the years ahead in accordance with the plan.
- ◆ One **master printed original** of the final adopted Master Plan, including all maps and illustrations, provided in a binder for ease of reference and updating. Or, if WebPlan is used in the project, electronic files for any elements of the final plan document that are not already built into the online plan version in WebPlan, all GIS/map-related files in ESRI-compatible formats as specified by the Township, and a master Adobe PDF file containing the entire final adopted plan.



HIGH QUALITY DELIVERABLES

KKC is known for plan documents that are not only sound in content and for decision-making guidance, but are visually appealing, inspirational and capture the spirit of a community.



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E. PROJECT EXAMPLES

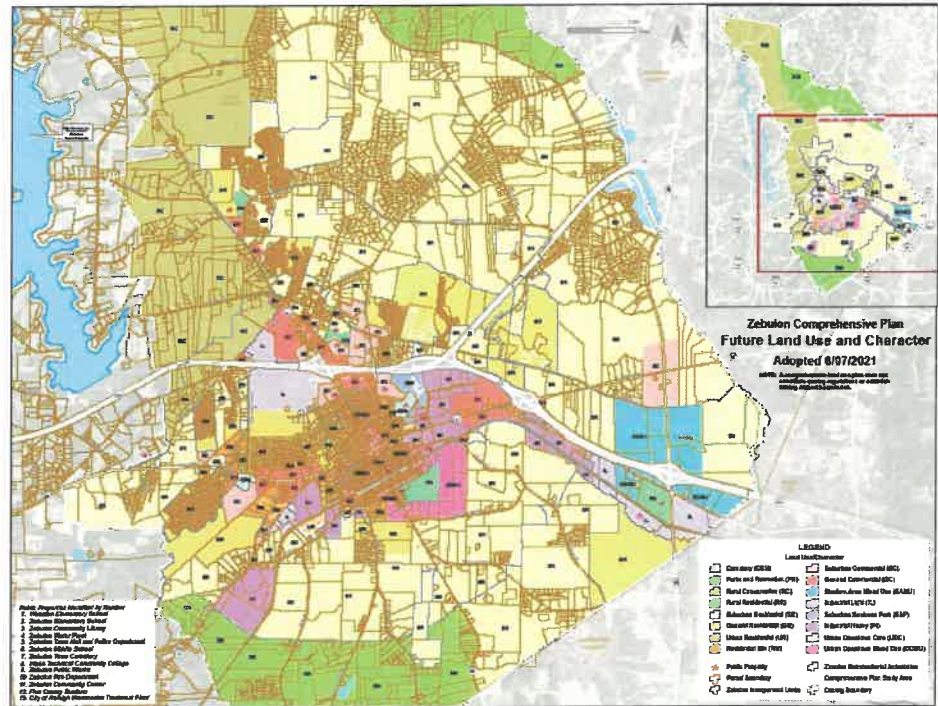
Our Comprehensive Planning Experience

The firm has developed comprehensive master plans and/or special area plans for the communities below. *Projects that have been completed in the last five years or are currently under development are italicized and in bold typeface.*

Aberdeen, South Dakota	<i>Glenpool, Oklahoma</i>	New Castle County, Delaware
Altus, Oklahoma	<i>Grand Prairie, Texas</i>	Olathe, Kansas
<i>Alvin, Texas</i>	<i>Grenada County, Mississippi</i>	Paducah/McCracken County, Kentucky
Amarillo, Texas	Grundy Center, Iowa	<i>Pearland, Texas</i>
Angleton, Texas	Hobbs, New Mexico	Pflugerville, Texas
Annapolis, Maryland	<i>Huntsville, Texas</i>	Pierce Township, Ohio
Bannockburn, Illinois	Independence, Iowa	Plainfield, Illinois
Bastrop, Texas	Indian Creek, Illinois	Plainview, Texas
Bay City, Texas	<i>Ingleside, Texas</i>	Plymouth, California
<i>Baytown, Texas</i>	Jackson & Teton County, Wyoming	Polk County, Iowa
<i>Beeville, Texas</i>	Jefferson Township, Ohio	Ponca City, Oklahoma
<i>Bellaire, Texas</i>	Jesup, Iowa	Port Lavaca, Texas
Belleville, Illinois	<i>Katy, Texas</i>	<i>Pottawatomie County, Kansas</i>
<i>Borger, Texas</i>	Kemah, Texas	Provincetown, Massachusetts
Breaux Bridge, Louisiana	Killeen, Texas	Queen Anne's County, Maryland
<i>Brenham, Texas</i>	<i>Kings Mountain, North Carolina</i>	Richmond, Illinois
Bristol, Wisconsin	Kingsville, Texas	<i>Richmond, Texas</i>
<i>Bryan, Texas</i>	<i>La Porte, Texas</i>	<i>Rosenberg, Texas</i>
Carbondale, Illinois	Lake County, Illinois	<i>San Benito, Texas</i>
<i>Claremore, Oklahoma</i>	<i>Lake Jackson, Texas</i>	<i>Sandy, Utah</i>
College Station, Texas	Lake Villa, Illinois	Savannah & Chatham County, Georgia
<i>Columbus, Nebraska</i>	Laramie, Wyoming	Sealy, Texas
<i>Cuero, Texas</i>	<i>Littleton, Colorado</i>	Sherman, Texas
<i>Dayton, Texas</i>	Loudoun County, Virginia	South Padre Island, Texas
Del Rio, Texas	<i>Magnolia, Texas</i>	Stafford, Texas
Door County, Wisconsin	Manor, Texas	St. Mary Parish, Louisiana
<i>Eagle Pass, Texas</i>	McAllen, Texas	Tangipahoa Parish, Louisiana
Edinburg, Texas	<i>McComb, Mississippi</i>	Temple, Texas
El Lago, Texas	Miami County, Kansas	Town and Country, Missouri
Flathead County, Montana	<i>Michigan City, Indiana</i>	<i>Valparaiso, Indiana</i>
<i>Florence, South Carolina</i>	Missouri City, Texas	<i>Victoria, Texas</i>
<i>Florence County, South Carolina</i>	Monroe County, Florida	<i>Vinton, Texas</i>
Forsyth, Illinois	<i>Mont Belvieu, Texas</i>	Waller, Texas
<i>Freeport, Texas</i>	Moscow, Idaho	Walker, Louisiana
Fremont, Nebraska	<i>Murfreesboro, Tennessee</i>	<i>West University Place, Texas</i>
<i>Fulshear, Texas</i>	<i>Nacogdoches, Texas</i>	Williams, California
Fulton County, Ohio	Nantucket, Massachusetts	Zachary, Louisiana
Gillette, Wyoming	<i>Nassau Bay, Texas</i>	<i>Zebulon, North Carolina</i>



Selected Project Examples



Comprehensive Land Use Plan for Zebulon, NC

DURATION

January 2020 - June 2021
(five-month pause in 2020 due to COVID-19 pandemic)

KEY PERSONNEL

Gary Mitchell, FAICP
Meredith Dang, AICP
Kelli McCormick, AICP
Janis Burall, AICP
Marcia Boyle, AICP

REFERENCE

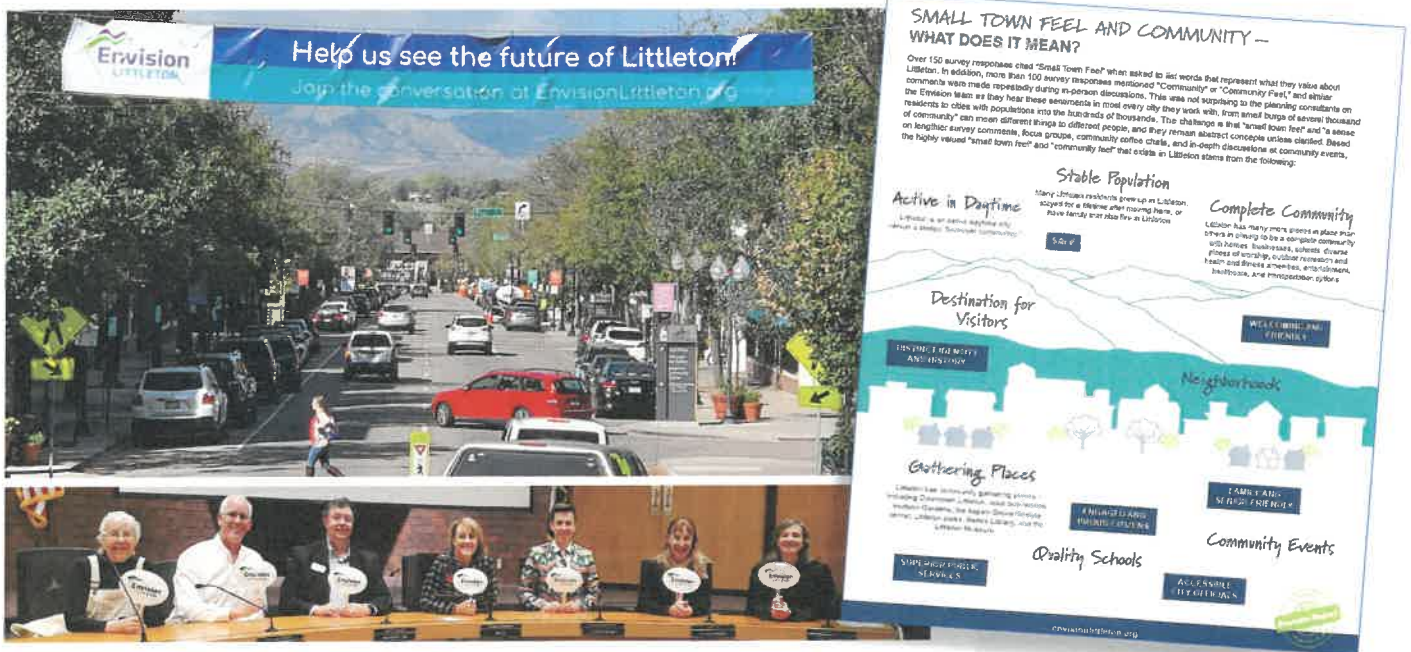
Mr. Michael Clark, AICP, CZO
Planning Director
Town of Zebulon
1003 N. Arendell Avenue
Zebulon, NC 27597
(919) 823-1808
mclark@townofzebulon.org

NOTE: Michigan native with significant in-state public and private sector experience.

The Town of Zebulon selected the team of Ramey Kemp Associates and Kendig Keast Collaborative (KKC) to prepare a Transportation Master Plan concurrently with a new Comprehensive Land Use Plan (CLUP), which was KKC's charge. As the "last frontier" of eastern Wake County, Zebulon was experiencing a population surge and boom in housing construction amid rapid growth radiating outward across the Raleigh metropolitan area.

After an initial round of outreach activities, the COVID-19 pandemic sidelined the project during part of 2020 as the Town was not enthusiastic about pivoting to virtual engagement methods. KKC leadership and Town staff later agreed on a strategy for rebooting the project in fall 2020 through a blitz of 12 small group sessions conducted over the course of a week, mostly in an outdoor alley activation space in downtown plus a few socially distanced sessions at the Community Center. Plan themes and priorities were confirmed through this wide-ranging interaction with residents, business owners, representatives of partner agencies/organizations, and Town Board and Planning Board members.

Along with the core emphasis on land use/transportation coordination, KKC ensured that the growth guidance strategy in Zebulon's new CLUP was consistent with the emerging new PLANWake comprehensive plan for all of Wake County. The Zebulon community had also long sought to draw more activity and investment to the vicinity of isolated Five County Stadium on the east side of town. A Special Focus section within the CLUP's Economic Development element assesses the strengths and challenges of the stadium vicinity; provides case study examples from similarly situated minor league baseball stadiums in North Augusta, South Carolina, and Missoula, Montana, that successfully developed nearby adjacent uses to create a destination; itemizes planning and design principles for achieving a similar outcome in Zebulon; and lays out two conceptual scenario plans for the Five County Stadium site and vicinity. The CLUP also reinforces the Town's recently adopted Unified Development Ordinance, ongoing downtown revitalization initiatives and long-term watershed protection for a potential future reservoir northwest of Zebulon.



Envision Littleton Vision and Comprehensive Plan
Littleton, CO

The City of Littleton specifically sought out Kendig Keast Collaborative (KKC) to guide its Comprehensive Plan process. Littleton saw itself as a perfect fit for KKC's distinctive "Community Character" approach, which looks beyond just land use to consider the variation in physical conditions along a spectrum from natural and rural landscapes, through suburban and auto-oriented settings, to the most urban and walkable situations.

Given a recent period of contention and resulting inaction on a number of fronts, the City first charged KKC with facilitating a nine-month "big picture" visioning process. Together with City staff, KKC executed an intensive and highly-inclusive community engagement strategy to create a unifying vision of Littleton's future. City Council adopted the Envision Report in December 2018, marking a significant milestone in a city that had failed to adopt a series of proposed plans in recent years.

KKC next produced a concise and highly visual Existing City Data Book that uses key indicators to tell a story about Littleton as it is today. The Future City portion of the Comprehensive Plan then provides goals, policies and actions across seven elements, and a link to a concurrently-prepared Transportation Master Plan for mobility factors. A fiscal impact specialist also assessed the implications of the proposed new future land use map for Littleton's municipal finances.

Plan adoption occurred in October 2019, marking another notable civic accomplishment as Littleton's last complete plan dated back to the 1980s. City officials and management continually praised the evident community "buy-in" of KKC personnel and their overall planning philosophy and approach. After an extended Council/Planning Commission work session to review the preliminary draft Plan, Littleton's Mayor called the draft "a stunning document" of which she was most proud. The City then continued its ongoing relationship with KKC by pursuing a thorough evaluation and rewrite of its longstanding zoning and land development regulations, resulting in a new Unified Land Use Code adopted in October 2021.

DURATION

April 2018 - October 2019

KEY PERSONNEL

Bret C. Keast, AICP
Gary Mitchell, FAICP
Meredith Dang, AICP
Janis Burall, AICP

REFERENCE

Ms. Kathleen Osher
Director of Community Services
City of Littleton
2255 West Berry Avenue
Littleton, CO 80120
(303) 795-3755
cmako@littletongov.org



KENDIG KEAST
COLLABORATIVE



Comprehensive Plan and Special Districts Plan for Claremore, OK

DURATION

January 2018 - June 2019 with
3-month extension after Special
Districts Plan added

KEY PERSONNEL

Gary Mitchell, FAICP
Meredith Dang, AICP
Janis Burall, AICP

REFERENCE

Ms. Jill Ferenc, AICP
*Former Director of Planning &
Development*
City of Claremore
*Current Planning & Development
Manager*
City of Broken Arrow
220 S. First Street
Broken Arrow, OK 74012
(918) 259-8412
jferenc@brokenarrowok.gov

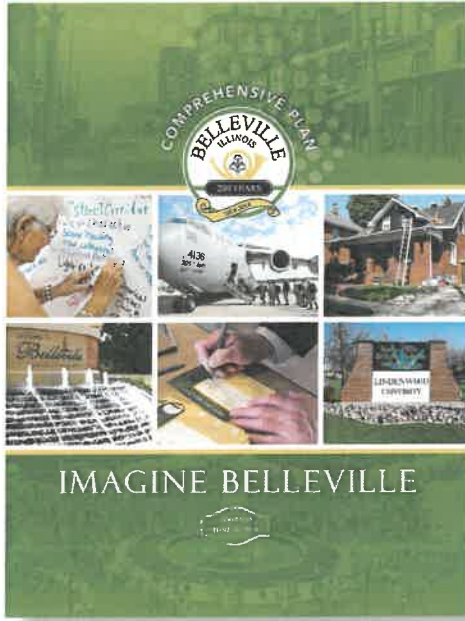
Following a highly competitive national search, the City of Claremore selected KKC to lead the development of a new Comprehensive Plan for this community of nearly 20,000 residents. Claremore's 2006 Comprehensive Plan was a joint city-county plan. The new plan is the community's first stand-alone comprehensive plan. Claremore had recently experienced a high rate of growth along with accompanying challenges, including concerns about housing affordability, traffic and infrastructure limitations.

KKC was charged with assessing the community's opportunities and challenges across a range of typical topics, with special focus on growth management and development. Another core objective was identifying strategies to continue the revitalization of Claremore's historic Downtown District; as was better integration of college students, faculty and visitors into the broader community, since Claremore is home to Rogers State University. Other project features included:

- ◆ A multi-faceted outreach strategy in collaboration with City staff that engaged several thousand people and built on the City's recent Claremore Dreams process.
- ◆ Identification of desirable infill and redevelopment possibilities rather than focusing only on edge and greenfield development.
- ◆ Development of a branding/districting strategy to create a stronger identity and sense of place in Claremore's neighborhoods and special districts.

KKC facilitated small group listening sessions, a well-attended Town Hall Meeting, and three joint workshops with City Council and the Planning Commission, and gathered further input during the popular Food Truck Thursday event downtown. Six months into the project, City Council authorized a contract amendment to enable the KKC team to expand into a concurrent focus and more fine-grained planning for four special areas in Claremore: (1) downtown, (2) the Rogers State University/West Bend district, (3) the Will Rogers Boulevard corridor that connects the two, and (4) the historic Route 66 corridor through Claremore. The Comprehensive Plan was adopted in March 2019 and the Special Districts Plan in June 2019. Together, the Plans merited the **2020 Outstanding Plan Award** from the Oklahoma Chapter of the American Planning Association.

**Outstanding Plan Award
2020 Oklahoma APA**



Imagine Belleville Comprehensive Plan for Belleville, IL

The timing of the City of Belleville's Comprehensive Plan, Imagine Belleville, coincided with the community's 200-year anniversary, a significant milestone that brought an increased level of attention and optimism to the planning process. As an inner-ring suburb on the Illinois side of the St. Louis region, the City competed with jurisdictions directly along the interstate and located at the periphery of the metropolitan area. These challenges were offset by ongoing and significant reinvestment in its first-class Downtown; major mobility projects that improved access to economic drivers, such as Scott Air Force Base; and a unique spirit of volunteerism that was heightened with the backdrop of the City's bicentennial celebration.

As a steady-growth community, one of its most significant challenges was identifying ways to promote reinvestment in its interior and historic neighborhoods. As part of the comprehensive housing and neighborhoods strategy, KKC pulled in case study research from the region as well as its own reconnaissance efforts to identify practical solutions to vacancy and blight, such as scattered lot programs, loan and financing options, and small-scale neighborhood investments.

This planning process was characterized by a multi-platform, robust public engagement program that involved on- and off-line formats, such as an online discussion forum and a community open house at a coffee shop (including a ukulele band). In fact, the excitement around the planning process spurred a spinoff Martin Luther King Jr. Celebration that was spearheaded by two Comprehensive Planning Advisory Committee members. A panel of college and high school students reflected on the theme, "If I could change the community..." and the findings were tied into the plan.

The Executive Summary of the Belleville Comprehensive Plan is located online at the following link: https://www.belleville.net/DocumentCenter/View/1447/MO_Belleville-Executive-Summary-Adopted-061614-Low-Res

The Belleville Comprehensive Plan webpage is located at this link: <https://www.belleville.net/327/Comprehensive-Plan>

Illinois APA Chapter
2014

DURATION

June 2013 - June 2014

KEY PERSONNEL

Bret C. Keast, AICP
Gary Mitchell, AICP

AWARD WINNER!

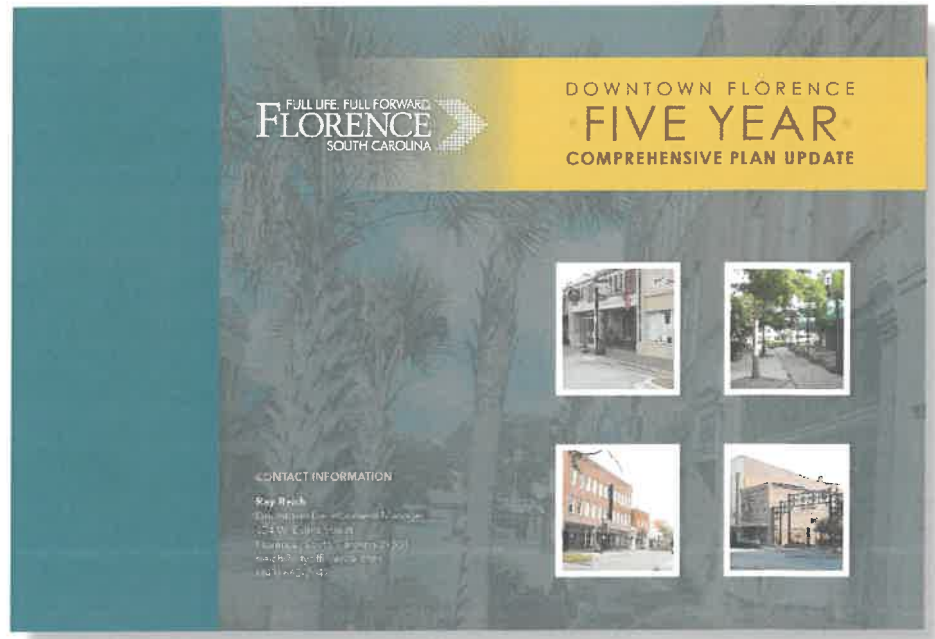
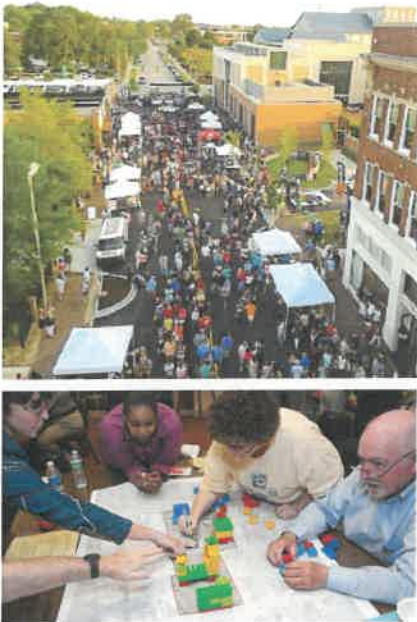
The Belleville Comprehensive Plan received the Daniel Burnham Award in 2014 from the Illinois Chapter of the American Planning Association (APA).

REFERENCE

Ms. Emily Fultz, AICP LEED-GA
Former Director of Economic Development and Planning,
City of Belleville
Current Sustainability Coordinator,
Madison County Planning & Development
Edwardsville, IL
618.296.4468
efultz@co.madison.il.us



KENDIG KEAST
COLLABORATIVE



Comprehensive Plan Updates (2011, 2017, 2022), Downtown Master Plan Updates (2011, 2017, 2022), Unified Development Ordinance (2014) - Florence, SC

DURATION

2011 Plans: May 2009 - February 2011
 2016 Plan Updates: May 2016 - January 2017
 2020-22 Comprehensive Plan: January 2020 - February 2022 (10-month pause due to COVID-19)
 2021-22 Downtown Master Plan: July 2021 - January 2022

KEY PERSONNEL

Bret Keast, AICP
 Gary Mitchell, FAICP
 Kelli McCormick, AICP
 Greg Flisram
 Janis Burall, AICP
 Marcia Boyle, AICP
 Sharon Cadena

REFERENCE

Mr. Clint Moore, ASLA
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 City of Florence
 324 W. Evans Street
 Florence, SC 29501
 (843) 665-2047
 cmboore@cityofflorence.com

Since 2009, the City of Florence has engaged KKC multiple times, to update its Comprehensive Plan and to transition its development regulations into a Unified Development Ordinance (UDO). Working with the City and the Florence Downtown Development Corporation (FDDC), KKC has also completed several implementation-focused updates to Florence's Downtown Master Plan. KKC is currently preparing major updates of both the Comprehensive Plan and the Downtown Master Plan.

Florence is an approximate midpoint between Miami, Florida and New York, New York, at the crossroads of Interstates 95 and 20. It functions as the hub city and employment center for the Pee Dee region, an eight-county area in northeast South Carolina. Florence is also the primary utility provider for the surrounding unincorporated areas.

KKC's comprehensive planning efforts continue to emphasize managing Florence's growth in a fiscally and environmentally sound manner, setting out strategies to assure an adequate housing stock and ongoing neighborhood renewal, and protecting and enhancing community character and aesthetics. The swift, dramatic and award-winning transformation of Downtown through a systematic, plan-driven revitalization program has bolstered Florence's increasing focus on becoming an even more attractive city for investing, living and working. While Florence has achieved so much, the Pee Dee Region is competing with booming areas of the Carolinas for residents and workers.

Strategies in the next citywide and downtown plan updates will promote radiating Florence's downtown success into surrounding neighborhoods, re-energizing "tired" roadway corridors, capitalizing on the City's extensive investments in new sports complexes and community centers, pursuing area-wide solutions to drainage challenges, and extending trails to enhance connectivity. The plans also highlight Florence's many enduring partnerships across levels of government, the private and non-profit sectors, and the area's rich institutional and cultural resources. Targeted updates to the City's UDO are anticipated next based on the newly adopted plans.



Neighborhood Development Code for Covington, KY

Under contract to the City of Covington, KY (a suburb of Cincinnati with a full spectrum of character from suburban to urban and a population of 41,000), Kendig Keast Collaborative (KKC) with subconsultant partners, assisted the City in drafting a new Neighborhood Development Code (NDC). Because the City consists of numerous locally and nationally designated historic districts and eclectic neighborhoods, the City desired that the NDC include districts and standards that integrate, where applicable, historic preservation standards, specific form-based regulations for some neighborhoods, and contextual redevelopment standards that apply to much of the City. Covington's unique and treasured areas were developed before the advent of zoning. Therefore, a major goal of the project was to "legalize Covington" by reworking its current Zoning Ordinance so that infill and redevelopment of underutilized properties fits within the context of their neighborhoods. Covington also has significant suburban land area where KKC developed provisions that allow cluster subdivisions by-right, where the applicant gets a density bonus, public hearings are eliminated, and the written standards of the Code protect adjacent neighborhoods and provide predictability.

Stakeholder outreach for the project included small group interviews with architects, landscape architects, engineers, landowners, developers, preservationists, environmental interests, business owners, realtors and brokers, and civic organizations conducted by the KKC team. Public engagement included "open door" meetings at which attendees related the key development issues in the community and each respective neighborhood. The team conducted public charrettes and education events at key project milestones. Keypad polling was incorporated to collect and present attendees' opinions on selected topics. These short- and long-range visions were translated into the form-based code and zoning regulations.

Open Houses, Steering Committee Meetings, and presentations to the Planning Commission and City Commission were held in person and digitally to provide an opportunity for review and feedback on the draft NDC, which was adopted in September 2020.



DURATION

December 2018 - September 2020

KEY PERSONNEL

Bret C. Keast, AICP
Brian K. Mabry, AICP
Janis Burall, AICP

REFERENCE

Mr. Tom West, AICP
Economic Development Director
City of Covington
20 West Pike Street
Covington, KY 41011
(859) 292-2168
twest@covingtonky.gov

AWARD WINNER!

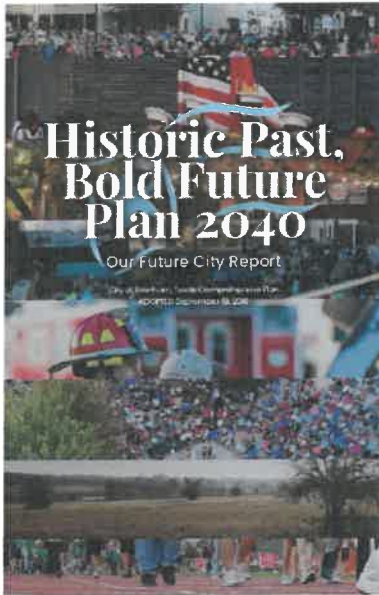
Outstanding Project, Program, or Tool, 2021, from the Kentucky Chapter of the American Planning Association

URL

<http://online.encodeplus.com/regs/covington-ky/>



KENDIG KEAST
COLLABORATIVE



Plan 2040 Comprehensive Plan for Brenham, TX

DURATION

September 2018 - March 2020 with six-month extension for further City review and TxDOT coordination on supplemental thoroughfare and corridor planning task

KEY PERSONNEL

Gary Mitchell, FAICP
Meredith Dang, AICP
Janis Burall, AICP

REFERENCE

Ms. Stephanie Doland
Development Services Director
City of Brenham
200 W. Vulcan Street
Brenham, TX 77833
(979) 337-7269
sdoland@cityofbrenham.org

2020 Comprehensive Plan
Texas APA Award

2020 Comprehensive Plan
Central Texas Section APA Award

The City of Brenham selected Kendig Keast Collaborative (KKC) to lead the development of a new Comprehensive Plan for this community of nearly 17,000 residents. Brenham's strategic location between the Austin and Houston metro areas has brought new growth and challenges, including housing shortages, traffic safety issues, and economic development needs. The Comprehensive Plan was coordinated with the development of a new Transportation Thoroughfare Plan spurred by major planned changes to the primary state highway through Brenham.

The KKC team was charged with creating a Comprehensive Plan based on a robust and extensive community engagement process that included Town Hall meetings and Open Houses at each step in the process. Through a series of hands-on events the planning effort was able to garner a wide range of feedback and input, and ultimately community support, for the Comprehensive Plan. Key topics addressed in the Comprehensive Plan included strengthening the historic downtown, building upon the strategic assets of the community (such as Blinn College and the Municipal Airport), revitalizing commercial corridors, and overcoming housing supply and quality development issues.

Key project milestones included:

- ◆ Highly participatory public engagement process that drew hundreds of attendees.
- ◆ Analysis of Blinn College campus planning and student housing needs.
- ◆ Evaluation of potential infill and redevelopment possibilities.
- ◆ Identification of strategies to address key housing issues.
- ◆ Community discussions regarding how to maintain Brenham's beloved small town feel, and what that phrase means to residents.

The Comprehensive Plan was adopted in September 2019 and can be viewed online: <https://www.cityofbrenham.org/Departments/Development%20Services/documents/brenham-plan-2040.pdf>.



Comprehensive Plan and Zoning Updates for Bellaire, TX

The City of Bellaire selected Kendig Keast Collaborative (KKC) to prepare a Comprehensive Plan in 2008-09. Weary of decades of “teardown” activity through which upscale residences gradually replace the existing housing stock, the City applied KKC’s community character approach to evaluate residential and commercial redevelopment in a systematic way, including the aesthetic and neighborhood impacts of new development styles and patterns. KKC then assisted the City to adopt a new Urban Village-Transit Oriented Development (UV-T) zoning district in 2011 as a priority plan implementation initiative.

KKC was again engaged by Bellaire in 2012 to facilitate additional zoning ordinance amendments to advance its new plan. Most significant among these was: (1) the reworking of two current zoning districts for the City Center area into a new Urban Village-Downtown district, especially to introduce residential uses to the area, promote mixed-use redevelopment outcomes, and create a design framework for a more pedestrian-focused district; and (2) the consolidation of four existing zoning districts along the Bissonnet corridor into a single new Corridor Mixed Use district, especially to provide an easier path to mixed-use projects while ensuring protection of nearby single-family residential neighborhoods.

KKC also prepared a package of non-residential design standards to apply within these districts, building on standards previously adopted for the UV-T district, “to address community desire for visually appealing non-residential and mixed-use development that enhances the overall quality and character of the City, while balancing the legitimate development and commercial needs of property owners.” Through this second phase of zoning work, KKC also updated and expanded upon existing provisions for landscaping/screening and parking.

KKC next led a special update of Bellaire’s Comprehensive Plan that was adopted in April 2017, after a five-year interim update had been adopted in September 2015. The 2017 update to the Future Land Use and Character section and map set the stage for a high-profile rezoning initiative in north Bellaire, spurred by Chevron announcing its decision to sell some 30 acres of land near Loop 610 occupied since the 1940s. KKC provided in-depth technical guidance for the rezoning strategy.



DURATION

May 2008 - Present

KEY PERSONNEL

Gary Mitchell, FAICP
Janis Burall, AICP



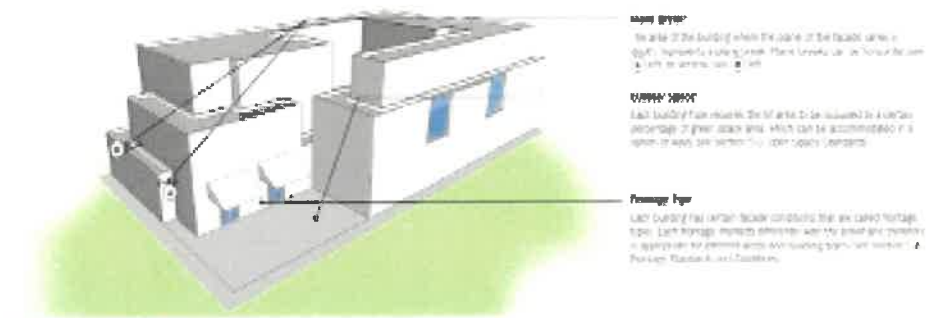


Figure 10.1 - LaPorte County Tax Assessor

Corridor Planning, Comprehensive Plan and Lake Shore Development Regulations for Michigan City, IN

DURATION

December 2014 - November 2018

KEY PERSONNEL

Bret C. Keast, AICP
Greg Flisram, CEcD

Kendig Keast Collaborative (KKC) has assisted Michigan City, with a population of approximately 31,000 and an hour's drive from Chicago, with planning and implementation projects in the last six years.

KKC was first tasked with a redevelopment program for a four-mile segment of US Highway 421, an aging commercial corridor composed of a variety of retail franchises, including fast food restaurants, automotive and office supply stores, big-box retail enterprises, and a derelict, three-anchor mall. Objectives of the corridor plan included increasing the transportation function and safety of key thoroughfares within the Project Study Area; improving pedestrian accessibility; enhancing the appearance of US Highway 421; and formulating an approach to redeveloping several multi-parcel portions of the corridor.

Through evaluating local/regional market research and LaPorte County tax assessment data, KKC identified five unique redevelopment areas with which to formulate a prototypical approach and redevelopment program that could be applied to other areas as appropriate. KKC's program included 300 acres of redevelopment comprised of residential housing of varying densities, new retail infill development, manufacturing, distribution and warehousing facilities, professional office clusters, a regional sports complex, and a regional medical center. To increase the efficiency of the transportation function and reduce congestion, KKC prepared an access management program. Additional strategies included expanding the City's South Side TIF to incent redevelopment of the largely vacant Marquette Mall into a mixed-use town center that includes a new Main Street spine flanked with retail and residential infill development; and narrowing the lane widths of US Highway 421 in order to develop sidewalks, streetscape and landscape enhancements.

Next, KKC worked on revising the Comprehensive Plan. The City broadened the scope of the project, authorizing KKC to also make strategic amendments to its Zoning and Subdivision Ordinances. The amendments addressed several key concerns that arose during the planning process, mostly related to the City's three and a half miles of shoreline with Lake Michigan. The City wanted a mixed-use zoning district that was sensitive to the ecological and economic value of the lake. The City also wanted to enable the renovation or establishment of "corner stores," a staple of local, low-impact commercial activity in residential areas near the lake in years past.



Planning and Implementation Projects for Valparaiso, IN

Unified Development Code

Valparaiso, Indiana is a city of nearly 30,000 people located in northwestern Indiana that is home to Valparaiso University. In 2008, the City retained Kendig Keast Collaborative (KKC) to comprehensively redraft its land development regulations, substantially unchanged since the 1960s. KKC worked with City staff and a steering committee to identify regulations that were working well, and to develop and refine other programs to meet City planning objectives. The nuance of Indiana law regarding the authority of the City and its various boards and commissions was considered in drafting the UDO.

Comprehensive Plan

The City continued its partnership with KKC to update its Comprehensive Plan. Having enjoyed a healthy growth level, the City was interested in maintaining its stability without stressing its resources beyond their capacity. A significant key to planning in the City is its approach to protection and enhancement of the community character, especially for its relatively large historical neighborhoods. The update addressed housing, economic development, redevelopment, mobility, and sustainability in addition to typical considerations of future land use planning and growth strategies.

SR 49 Corridor Study

KKC prepared the State Route 49 Corridor Plan for the City, developed to provide planning guidance and physical design direction for future urban growth and development, regional change, and environmental management along approximately six miles State Route 49, encompassing an area of approximately 10 square miles. An arterial thoroughfare was proposed to run parallel to SR 49 to provide access to large portions of developable land, and ensure a coherent pattern of contiguous development that prevents sprawl and preserves the corridor's natural, cultural and scenic resources and amenities.

The U.S. 30 Corridor Plan

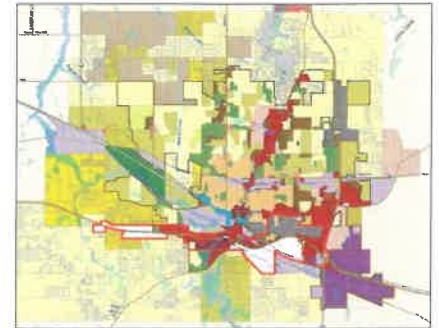
The US 30 Corridor Plan defines a strategic vision for improving the function, appearance and economic potential of a 4.5-mile highway segment through Valparaiso, a mid-size Indiana community located 50 miles southwest of Downtown Chicago. The process yielded an illustrative design and policy document that set forth recommendations for public and private investment activity. It also provided marketing collateral, helping to garner \$20 million in streetscape and transportation improvements for a local Federal-aid project through INDOT.

Challenges of the US 30 initiative included reconciliation of the corridor's multiple and sometimes competing functions: to move high volumes of through traffic as well as local traffic, carry important public infrastructure, connect several activity centers, and serve as the City's main "face" to the region. The plan prescribes how the corridor should redevelop with changes in market conditions or property ownership, and recommends proactive, targeted infrastructure improvements and redevelopment efforts. The plan's implementation strategy cites various tools at the City's disposal: zoning and special design standards; developer incentives; annexation policies; and direct public investment in infrastructure, landscaping and possible participation in privately-led real estate development.

Additional Ordinance Work

KKC most recently assisted the City with additional ordinance work, completing a Stormwater Ordinance Review in 2015 and drafting ordinances for an Airport Overlay in 2016.

2010 Outstanding Project
Honorable Mention - IN APA



REFERENCE

Mr. Tyler Kent, AICP
Former Planning Director,
City of Valparaiso
Currently Asst. Planning
Director,
City of Grand Rapids,
1120 Monroe Ave NW 3rd Floor
Grand Rapids, MI 49503
Phone- (616) 456-4100



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Selected Project Examples

In addition to the links to deliverables listed in the projects described above, copies of selected documents in .PDF format are provided on the flash drive accompanying this proposal. These documents are:

- ◆ For Zebulon, NC
 - » Zebulon, NC Comprehensive Land Use Plan
- ◆ For Littleton, CO
 - » Envision Littleton Comprehensive Plan
- ◆ For Belleville, IL
 - » Imagine Belleville Executive Summary

Selected WebPlan Links

Also, below are links to examples of Plans published in the **enCodePlus** WebPlan feature:

- ◆ For Borger, TX
 - » Boomtown 2040 Comprehensive Plan
 - » Downtown Revitalization Plan
 - » Parks Master Plan

<https://online.encodeplus.com/regs/borger-tx-cp/site-navigator.aspx>

- ◆ For Huntsville, TX
 - » Huntsville 2040: Our Strategy and Mission Comprehensive Plan

<https://online.encodeplus.com/regs/huntsville-tx-cp/index.aspx>

- ◆ For Baytown, TX
 - » Baytown Comprehensive Plan 2040

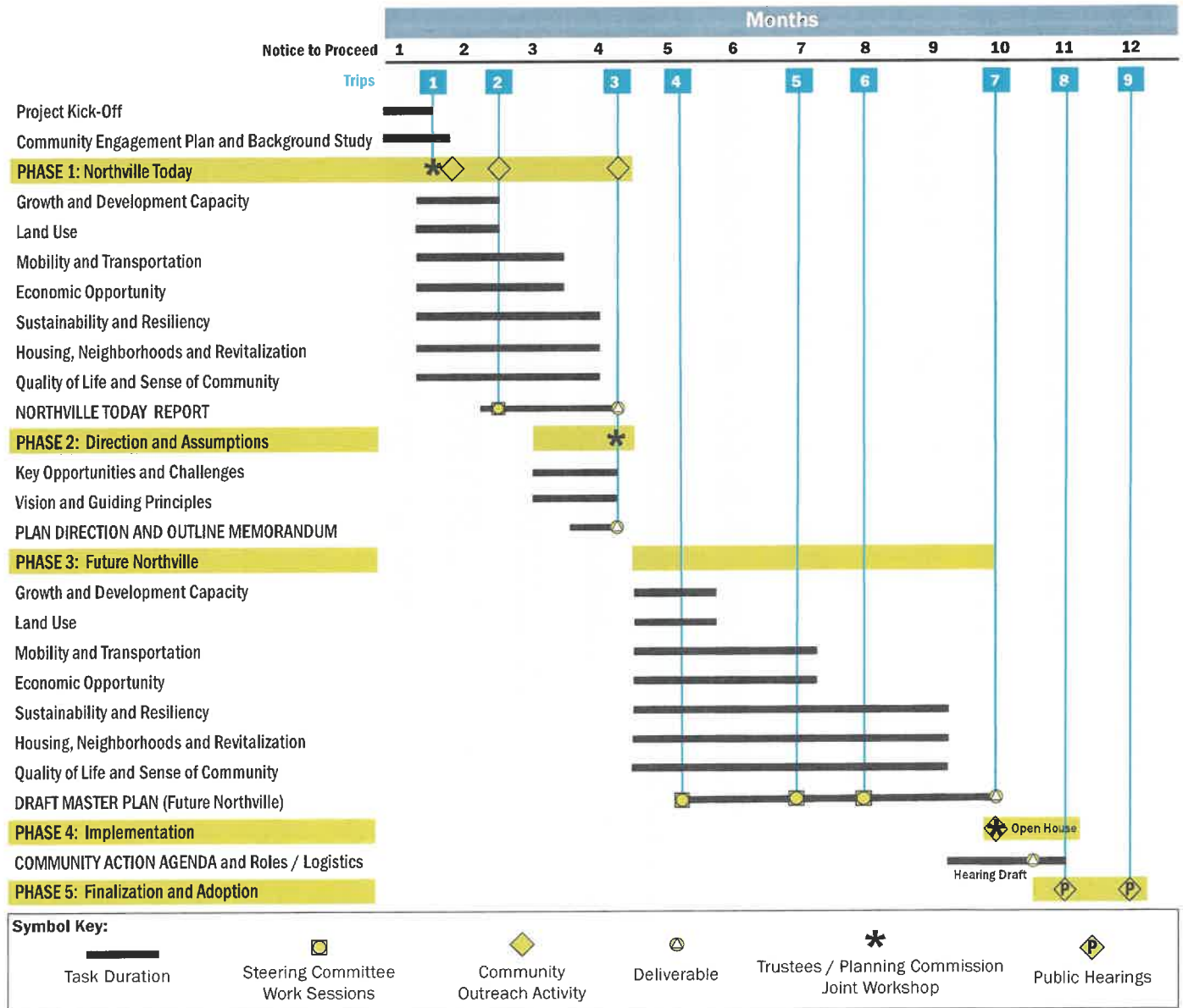
<https://online.encodeplus.com/regs/baytown-tx-cp/doc-viewer.aspx#secid--1>

- » Bayway Drive Corridor Plan

<http://online.encodeplus.com/regs/baytown-tx/doc-viewer.aspx#secid--1>

F. PROJECT SCHEDULE

The chart below shows the potential timeline for accomplishing the work activities outlined in Section D, Project Approach, subject to refinement of all work program specifics through finalization of a contractual scope of services. The KKC team envisions an approximate 12-month timeline for the Community Master Plan effort. Some planning processes stretch longer for reasons preferred by local officials and staff, typically from 14-24 months. Other processes are expedited, as quickly as 6-10 months, to fit within certain time constraints (e.g., before the Township's next budget cycle, a next election, grant deadlines, etc.).



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G. FEE SCHEDULE

Kendig Keast Collaborative (KKC) invoices its clients based on the following standard schedule for hourly labor and direct expenses.

Classification	Hourly Billing Rate
CEO	\$200
President	\$165
Principal Associate	\$150
Director / Practice Leader	\$145
Senior Associate	\$135
Associate	\$120
Business Manager	\$75
Graphics Associate	\$50
DIRECT EXPENSES	
Travel (airfare, mileage, rental car and gas, parking, Uber/Lyft or transit, lodging, meals, etc.)	Billed at Actual Cost Mileage at current \$0.56/mile IRS rate
Black-and-white reproduction	\$0.05 per page
Color reproduction	\$0.15 per page

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KENDIG KEAST
COLLABORATIVE

SUMMARY: Project Approach and Fee

Community Master Plan for Northville Township, Michigan

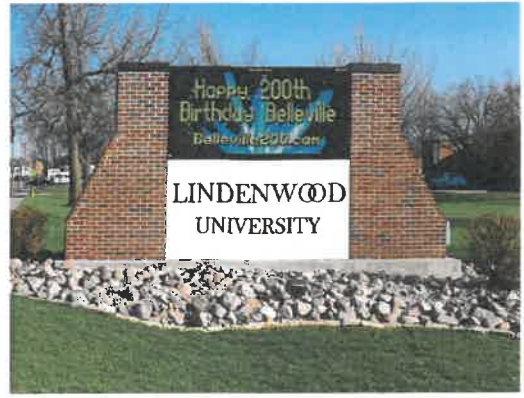
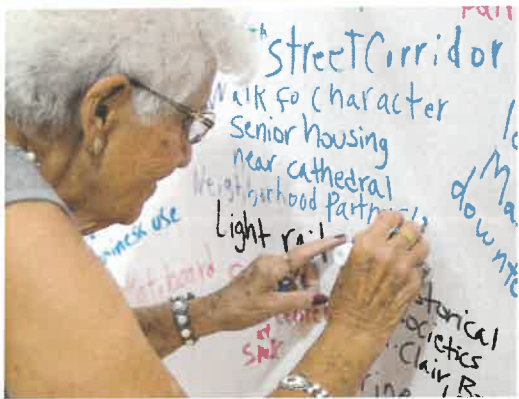
<p>Project Start-Up and Client Coordination</p> <ul style="list-style-type: none"> ■ Project kick-off and logistics ■ Leadership/community engagement plan ■ Data/mapping acquisition 	<p>FEE for Start-up / Coordination</p> <p>Labor: 12 hours Gary Mitchell \$2,640</p> <p style="padding-left: 20px;">8 hours Marcia Boyle \$960</p> <p style="padding-left: 20px;">8 hours Janis Burall \$1,080</p> <p style="padding-left: 20px;">12 hours Business Manager \$900</p> <p>Expense: Printing/reproduction \$120</p>	<p>\$ 5,700</p>
<p>PHASE 1: Northville Township Today</p> <ul style="list-style-type: none"> ■ Joint Workshop: Issues and Needs ■ Listening Sessions ■ Town Hall Meeting ■ Steering Committee launch ■ DELIVERABLE: Northville Today Report 	<p>FEE for Phase 1</p> <p>Labor: 45 hours Gary Mitchell \$7,425</p> <p style="padding-left: 20px;">64 hours Marcia Boyle \$10,560</p> <p style="padding-left: 20px;">24 hours Janis Burall \$3,960</p> <p>Expense: Travel \$3,015</p>	<p>\$ 24,960</p>
<p>PHASE 2: Plan Direction and Assumptions</p> <ul style="list-style-type: none"> ■ OPTIONAL Joint Workshop (Plan Direction) ■ DELIVERABLE: Plan Direction and Outline 	<p>FEE for Phase 2</p> <p>Labor: 16 hours Gary Mitchell \$2,640</p> <p style="padding-left: 20px;">20 hours Marcia Boyle \$2,400</p>	<p>\$ 5,040</p>
<p>PHASE 3: The Future Northville Township</p> <ul style="list-style-type: none"> ■ Steering Committee focus ■ Draft plan components and maps ■ DELIVERABLE: Community Vision Statement ■ DELIVERABLE: The Future Northville Plan 	<p>FEE for Phase 3</p> <p>Labor: 72 hours Gary Mitchell \$11,880</p> <p style="padding-left: 20px;">100 hours Marcia Boyle \$12,000</p> <p style="padding-left: 20px;">46 hours Janis Burall \$6,210</p> <p>Expense: Travel \$1,910</p>	<p>\$ 32,000</p>
<p>PHASE 4: Plan Implementation</p> <ul style="list-style-type: none"> ■ Public Open House ■ Joint Workshop: Draft Plan, Action Agenda ■ DELIVERABLE: Implementation element 	<p>FEE for Phase 4</p> <p>Labor: 60 hours Gary Mitchell \$9,900</p> <p style="padding-left: 20px;">78 hours Marcia Boyle \$9,360</p> <p>Expense: Travel \$940</p>	<p>\$ 20,200</p>
<p>PHASE 5: Finalization and Adoption</p> <ul style="list-style-type: none"> ■ Planning Commission Public Hearing and Workshop ■ Board of Trustees Public Hearing and consideration of plan adoption ■ DELIVERABLE: Hearing Draft of Plan ■ DELIVERABLE: Final As-Adopted Plan 	<p>FEE for Phase 5</p> <p>Labor: 24 hours Gary Mitchell \$3,960</p> <p style="padding-left: 20px;">34 hours Marcia Boyle \$4,080</p> <p style="padding-left: 20px;">16 hours Janis Burall \$2,160</p> <p>Expense: Travel \$1,800</p>	<p>\$ 12,000</p>
<p>FEE TOTAL</p>		<p>\$ 99,900</p>
		<p>Labor: \$92,115</p> <p>Expense: \$7,785</p>

Optional Task Activities

- More staff/KKC check-in meetings	\$150 per (virtual)	- More committee meetings	\$1,500 for prep + added trip
- More listening sessions	Extend a trip for more?	- Regulations evaluation	TBD (typically \$5,000-\$7,500)
- Meeting in a Box materials	TBD (depends on extent)	- WebPlan interactive plan site	\$10,000 site build fee
- Joint Workshop 2	\$1,500 for prep + added trip	- Interactive plan summary	\$9,000 for fully interactive

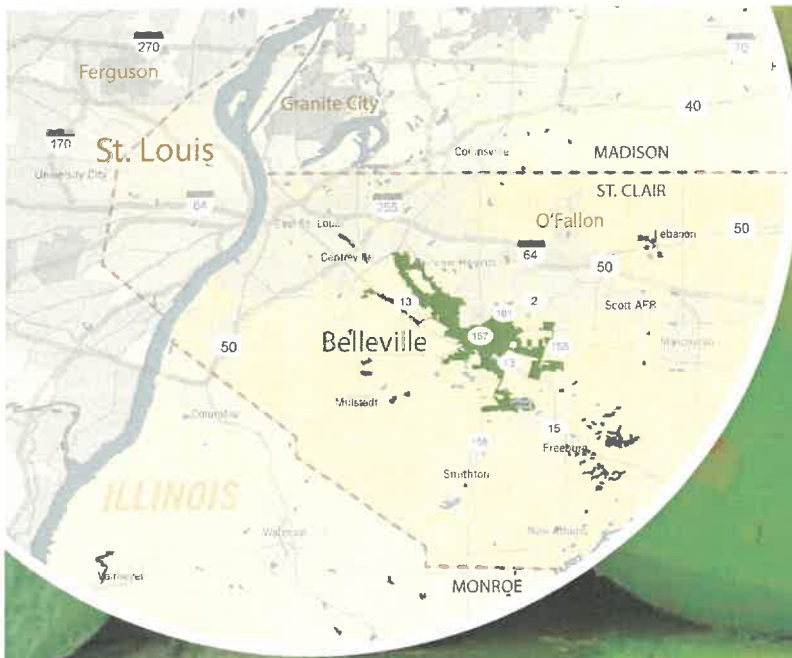


Executive Summary
COMPREHENSIVE PLAN
BELLEVILLE
ILLINOIS
200 YEARS
1814-2014



IMAGINE BELLEVILLE

ADOPTED
JUNE 16, 2014



OneSTL Vision – Many Communities. One Future.

The St. Louis region is many connected communities at the confluence of two great rivers, sharing one prosperous, healthy, and vibrant future. Together we will build an inclusive and opportunity-rich region that embraces our unique heritage, geography, and diverse communities.



WE imagine Belleville to be...

- ... a **prosperous** community that cultivates a first-class education system, attracts high-paying jobs, and promotes local entrepreneurship and innovation;
- ... **ready to grow** in an orderly and fiscally responsible manner, including modern infrastructure systems and development regulations that instill confidence among quality investors;
- ... a **revitalized** community that respects the architectural and cultural traditions of the past, while anticipating the interests and needs of future generations;
- ... a **safe** community with friendly neighborhoods and characterized by a spirit of volunteerism and hospitality;
- ... home to residents with **active** lifestyles that expect a variety of choices as to where they live, learn, work, and play; and
- ... an **attractive** physical environment that elicits local pride and catalyzes investment and re-investment opportunities.



EXECUTIVE SUMMARY CONTENTS

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What is a Comprehensive Plan?

Imagine Belleville is a year-long planning and citizen involvement process resulting in the City's *Comprehensive Plan*. The plan's findings and recommendations focus on the physical and economic aspects of growth and development over a 20-year planning horizon. Many Belleville residents asked, "How can we plan more than five years into the future, let alone 20 years?" One goal of the *Comprehensive Plan* is to develop a unified vision, guiding principles, and "big picture" recommendations that provide overarching guidance for current and future decision-makers. The implementation section helps to ground these recommendations in reality by prioritizing short-, mid-, and long-term strategies - with an emphasis on near-term "catalysts" that activate desired change.

Celebrating the Past, Anticipating the Future

The timing of the *Comprehensive Plan* coincides with the community's 200-year anniversary, a significant milestone that brings an increased level of attention and optimism to the planning process. The plan celebrates Belleville's rich history and traditions by building on the community's unique assets and accomplishments. It also identifies challenges and (mis) perceptions that hinder positive improvements. A balanced approach will enable the community to leverage resources and achievements, while at the same time, establish realistic goals and expectations. Once adopted, the plan must operate as a "work in progress" that is regularly revisited to account for inevitable shifts in the community's physical, social, and economic makeup.

Planning Outcomes

Both the planning process and adopted plan have the end result of:

- Unifying the City's vision and associated goals regarding the future growth and enhancement of the community;
- Strengthening partnerships, communication channels, and sense of unified direction across all public, non-profit, and private community stakeholders;
- Engaging widespread citizen involvement in the identification and prioritization of leading community issues and opportunities;
- Guiding regulatory strategies to ensure community values and desired outcomes are managed and promoted;
- Providing greater predictability for residents, land owners, developers, and potential investors; and
- Fulfilling the statutory requirements necessary to establish land use controls (e.g., *Zoning Code*, *Subdivision Code*).

From Plan to Action

The plan ultimately functions as a guidance document for City officials and staff - and others - who must make decisions on a daily basis that will determine the future direction, financial health, and "look and feel" of the community. These decisions are carried out through:

- Targeted programs and expenditures prioritized through the City's annual budget process, including routine, but essential, functions such as code enforcement and park maintenance;
- Major public improvements and land acquisitions financed through the general fund and other public finance mechanisms;
- New and amended City ordinances and regulations closely linked to the plan's objectives (and associated review and approval procedures in the case of land development, subdivision, and zoning matters);
- Departmental work plans and staffing in key areas;
- Support for ongoing planning and studies that will further clarify needs and strategies, including the City Council's own strategic planning;
- Pursuit of external grant funding to supplement local funds and/or expedite certain projects; and
- Initiatives pursued in conjunction with other public and private partners to leverage resources and achieve successes that neither could accomplish alone.

Plan Themes

- Attractive
- Cohesive
- Collaborative*
- Compassionate
- Comprehensive
- Complementary
- Connected*
- Cooperative
- Distinctive*
- Educated*
- Efficient*
- Engaging
- Inclusive*
- Innovative
- Interdisciplinary
- Intergenerational
- Prepared*
- Prosperous*
- Ready to Grow
- Revitalized
- Safe
- Sustainable

* Indicates carryover themes from **OneSTL**, a three-year collaborative planning process led by the East-West Gateway Council of Governments.



Overarching Principles



We will strengthen intergovernmental, institutional, and public-private partnerships across our City and region to accomplish shared objectives and leverage limited resources.



We will expand and diversify our employment opportunities through the recruitment of high-paying jobs and support of local entrepreneurs, artisans, and small businesses, as well as major employers.



We will invest in strategic development and enhancement projects that improve Belleville's quality of life, appearance, market stability, and overall health.



We will support long-range investment and reinvestment in reliable, energy-efficient, and modern infrastructure systems.



We will improve the accessibility, connectivity, and safety of all travel modes, including automobile, pedestrian, bicycle, and bus and rail transit.



We will promote compact, contiguous, and predictable growth and annexation patterns that result in the efficient use of infrastructure systems and public safety services.



We will restore the integrity of neighborhoods and business districts through low-impact development practices, new development on vacant lots, historic preservation, and neighborhood-level planning initiatives.



We will balance consistent enforcement ("sticks") of ordinances relating to property maintenance and crime with incentive programs ("carrots") to facilitate individual and neighborhood reinvestment.



We will cultivate an investment climate that attracts high-quality residential and commercial developers that meet the needs of diverse income levels, age groups, and lifestyles.



We will enhance the community's image and reputation by following the principles above along with improved marketing of and positive communication about our City.

Citizen Engagement

"Early and Often"

The ability to implement the *Comprehensive Plan* is directly correlated to the amount of citizen participation and the sense of ownership derived from the 12-month planning process (July 2013 through June 2014). The City hired a multi-disciplinary consulting team of planners, designers, and civil engineers to spearhead the overall planning effort. The project team designed public involvement events to engage a wide variety of citizens at frequent check-in points and across multiple platforms. This engagement process provided opportunities for two-way communication between citizens and local government officials.

As part of the comprehensive planning process, the City hosted an **Online Discussion Forum** to identify community needs and innovative approaches to improve Belleville's prosperity and quality of life. This ongoing, "24/7" dialogue helped to guide the plan's findings and recommendations by soliciting input from citizens who do not typically attend or voice opinions at traditional public meetings. Approximately 170 citizens participated on the website. This forum also complemented other engagement activities by providing an outlet to continue ongoing conversations. The website was organized as a series of question prompts introduced at various points amid the planning process.



Listening Session



Advisory Committee Meeting



Community Workshop



Joint Workshop



Student Outreach

Of these community priorities, which two will be most beneficial to Belleville residents?

- A. Improve the appearance, quality, and compatibility of development (e.g. code updates, design guidance, historic preservation)
- B. Strengthen Belleville's sense of community and neighborhood identity (e.g. gateways, neighborhood plng., street design)
- C. Create community focal points and destinations (e.g. commercial and employment centers, parks, business/industrial parks)
- D. Increase Belleville's public service capacity to accommodate desired growth (e.g. infrastructure, staffing, facilities)

Listening Sessions were useful in identifying preliminary issues and opportunities at the beginning of plan development. Approximately 80 individuals representing a wide variety of community interests participated in small group discussions in August and November 2013. One session was held on-site at Memorial Hospital to include local and commuter employees.

Advisory Committee Meetings provided immediate feedback on the emerging plan content. Participants represented a diversity of community interests and areas of professional expertise, effectively serving as the “eyes and ears” of the community. The group met seven times in independent and joint workshop settings to engage in visioning, mapping, ranking, and discussion exercises.

Community Workshops were hosted at convenient times and locations scattered throughout the City to optimize public input. These events were designed to bring the community’s “big picture,” long-range planning effort down to a more neighborhood-oriented level while still focusing residents’ attention on citywide issues. Three rounds of workshops (six total meetings) were scheduled at the beginning, middle, and end of the planning process to obtain input and feedback at key project milestones.

Joint Workshops were essential to broadening the planning conversation and building consensus among community leaders. At the beginning and end of the planning process, the City Council, Planning Commission, and CPAC met together to identify issues and needs, evaluate policies, and prioritize implementation strategies. A mid-point briefing also served as an interim check-in point to ensure consistency with the community’s vision.



Growth Capacity and Infrastructure



Guiding Principles

- We will recognize the long-term value of our public infrastructure investments and our ability to use these essential facilities and services as a tool for influencing the appropriate location and intensity of development in and around the City.
- We will act on local government's core responsibility to protect the public health and safety by continually prioritizing adequate support of our police and fire services in the form of staffing, vehicles, equipment, facilities, and training/certification.
- We will use our public infrastructure upgrades and investments to strengthen our support for and ties to key drivers of Belleville's economy, including Scott Air Force Base, local higher education campuses, and medical facilities, as well as other major employers and concentrations of retail, office, and industrial activity.
- We will continue to evaluate opportunities to bring strategic properties and facilities into the Belleville City limits, where it makes financial sense, where the City's zoning and other development standards will help to protect private and institutional investments, and where access to municipal infrastructure can spur activity in targeted economic development sectors, such as hotels, restaurants, and other hospitality offerings.
- We will continue to treat our local schools and higher education assets as part of our vital community "infrastructure," which also factor into Belleville's capacity to achieve its long-term growth objectives.
- We will be vigilant in monitoring opportunities to weave green spaces and elements into both our growing and redeveloping areas to meet the need for more parks, trails and preserved open spaces as identified in the City's *2008 Parks, Recreation and Greenways Master Plan*.



Strategic Recommendations

CONTINUE TO EXPAND BELLEVILLE'S CITY LIMITS THROUGH STRATEGIC ANNEXATIONS

- Compatible development patterns
- Fiscal benefits and constraints
- Non-fiscal benefits such as protection of gateways into the City
- Utility infrastructure provision and extension policies
- Annexation agreements

INCREASE BELLEVILLE'S PUBLIC SERVICE CAPACITY TO ACCOMMODATE DESIRED GROWTH

- Predictable increases in public safety staffing
- Vehicle, equipment, and technology upgrades

- Regionalized storm water management
- Up-to-date master plans
- Fire training emphasis

PREPARE TO ABSORB SOME AMOUNT OF GROWTH WITHIN THE CITY OR CONTIGUOUS TO EXISTING DEVELOPMENT

- Neighborhood planning and improvements
- More residential near strategic community destinations
- Assistance for existing and new emerging small businesses
- Street and trail enhancements and connectivity
- Fire prevention



10,000

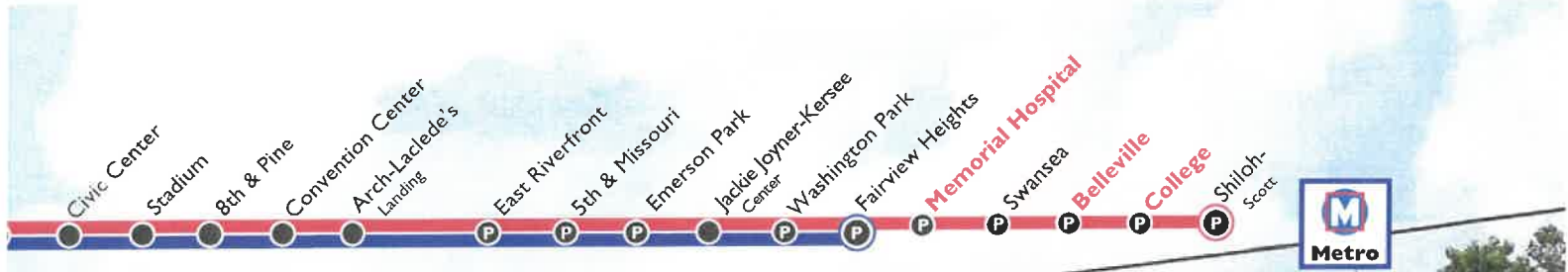
NEW RESIDENTS OVER THE NEXT 25 YEARS

Comparison of Population Projections for City of Belleville

Comprehensive Plan 2014	54,425
Parks Plan 2008	51,500
Comp. Plan 2000 - High	58,209
Comp. Plan 2000 - Moderate	51,857
Comp. Plan 2000 - Low	46,016

■ 2020 ■ 2030 ■ 2040

Source: Kendig Keast Collaborative; Belleville Parks, Recreation and Greenways Master Plan (2008); Belleville Comprehensive Plan 2000-2020 (2000).



Travel Options

The number of residents traveling by bicycle, motorcycle, or taxicab to/from work between 2000 and 2011 increased from 109 to 320 residents. Belleville also experienced an increase in the number of residents commuting by public transit, increasing from 559 to 787 residents.

Mobility



Guiding Principles

- We will invest in the critical transportation infrastructure necessary to develop a robust and diversified economy.
- We will strive to implement transportation investments that result in the creation of a network of centers, corridors, and neighborhoods that will provide structure for guiding new growth and development.
- We will ensure land development and transportation investments are coordinated to enhance the function and aesthetics of the City's major corridors.
- We will strive to implement transportation investments that result in the safe, secure, and efficient movement of people and goods to, from, through, and within the City.
- We will execute improvements to the transportation system that make the most cost-effective use of existing infrastructure.
- We will strive to provide a variety of linked transportation options serving the City, so that all residents and visitors can go where they need to go by driving, walking, biking, or using public transit.
- We will implement circulation routes within and through neighborhoods to reinforce the connection between residents and the services they need on a daily basis.
- We will adhere to state air quality plans in future transportation investments, by being consistent, or in conformity to, levels set in the plans.



Strategic Recommendations

IMPROVE BELLEVILLE'S REGIONAL CONNECTIVITY

- Intergovernmental cooperation
- High-speed rail between Chicago and St. Louis
- Scott Air Force Base connectivity and proposed "Gateway Connector" to IL 158
- Direct and efficient access to St. Louis

ENHANCE THE APPEARANCE AND FUNCTIONALITY OF BELLEVILLE'S MAJOR ROADWAY CORRIDORS

- Streetscape design, landscaping, and pedestrian-scale lighting
- Road design parameters and guidelines
- Access management policies
- Master Thoroughfare Plan

DEVELOP A SYSTEMATIC STREET REPAIR AND IMPROVEMENTS STRATEGY

- Residential street revitalization program
- Prioritization of improvements close to employment, services, parks, and schools
- Joint-funded project initiatives
- Capital Improvements Program (CIP)

STRENGTHEN CONNECTIVITY AND INCREASE CHOICES BETWEEN TRAVEL MODES

- Greenways linkages and system development (hike/bike trails)
- Convenient travel accommodation for all lifestyles
- Traffic management and traffic calming strategies
- Transit linkages and alternatives (Park-and-Ride, MetroLink Rail, carpooling)
- "Complete Streets" policy

Housing and Neighborhoods



Guiding Principles

- We will mobilize our diverse network of public, private, and non-profit partners to implement a holistic approach to neighborhood assistance, incentive, and enforcement programs.
- We will facilitate compatible development of vacant or underutilized properties (i.e., infill) for the purpose of restoring vitality to existing neighborhoods and optimizing existing infrastructure systems.
- We will support the strategic placement and convenient access to community destinations - whether a workplace, school, park, community garden, recreation or community building, or neighborhood commercial center - that enliven neighborhoods and catalyze private-sector investment and reinvestment.
- We will strengthen neighborhood pride, safety, and appearance by implementing a systematic and feasible approach to improving local streets, sidewalks, off-street trails, and other neighborhood improvement projects.
- We will respect historic sites and structures for the purpose of preserving the community's culture and sense of ownership.
- We will foster an attractive and predictable development climate that accommodates market demand for multiple income levels and household age groups, while at the same time, protecting neighborhoods from incompatible or ad hoc development decisions.
- We will encourage interconnected, environmentally sustainable, and physically attractive housing practices that strengthen the identity of Belleville's neighborhoods - not just individual subdivisions.
- We will set aside conservation areas, greenbelts, and other open space amenities to encourage healthy lifestyles and mitigate the environmental impacts of land development.



Strategic Recommendations

HELP LOCAL ORGANIZATIONS BUILD CAPACITY TO LEAD HOUSING AND NEIGHBORHOOD INITIATIVES

- Neighborhood planning and sub-area plans
- Private and non-profit collaboration through the Belleville Neighborhood Partnership
- Leadership training, technical assistance, and data collection

OPTIMIZE BELLEVILLE'S FINANCIAL AND REGULATORY TOOLS

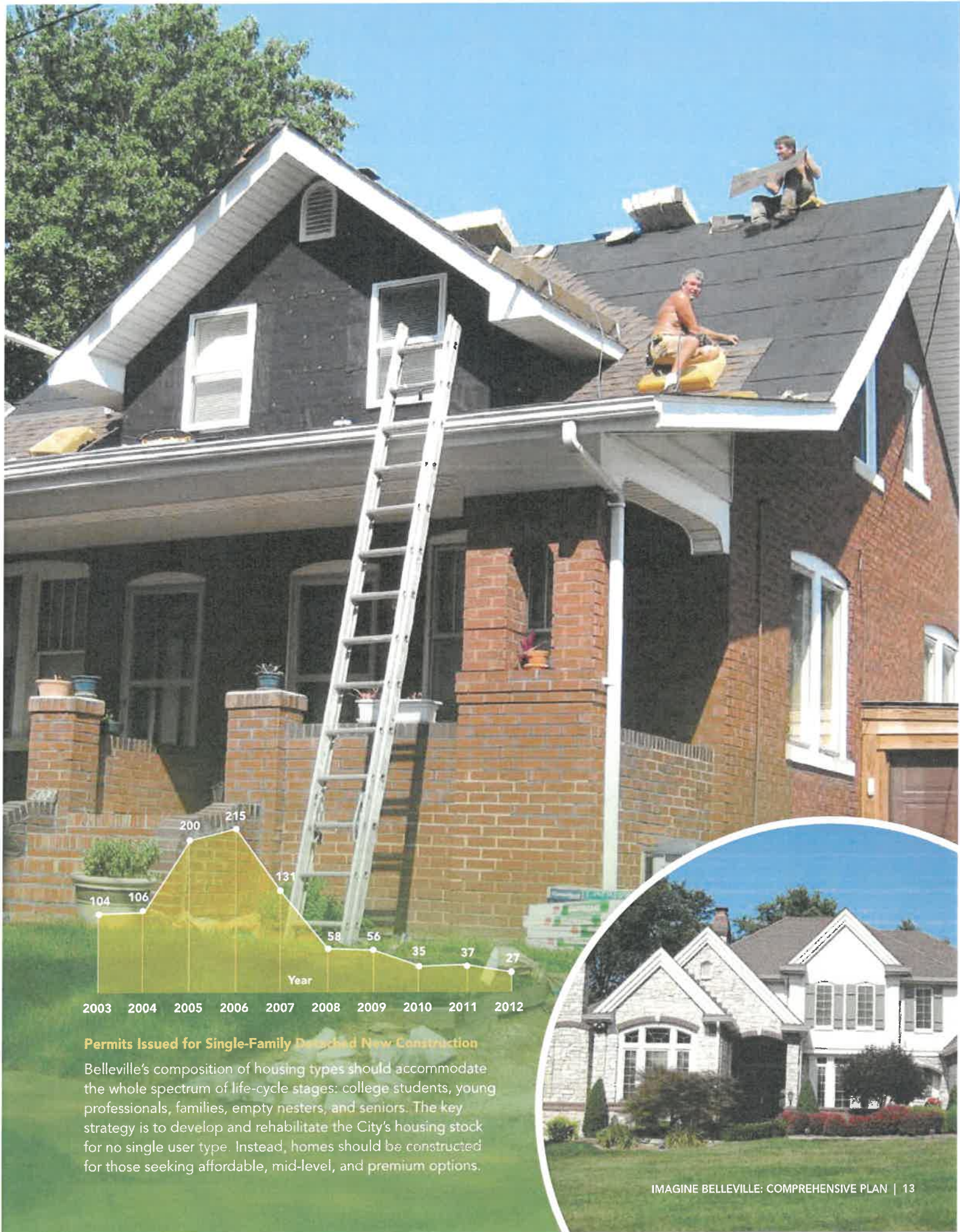
- Capital Improvements Program (CIP)
- Regional, state, and federal grants

- Volunteerism ("sweat equity")
- Updates to regulations and guidelines

PRIORITIZE, FUND, AND IMPLEMENT ESSENTIAL PROJECTS AND PROGRAMS

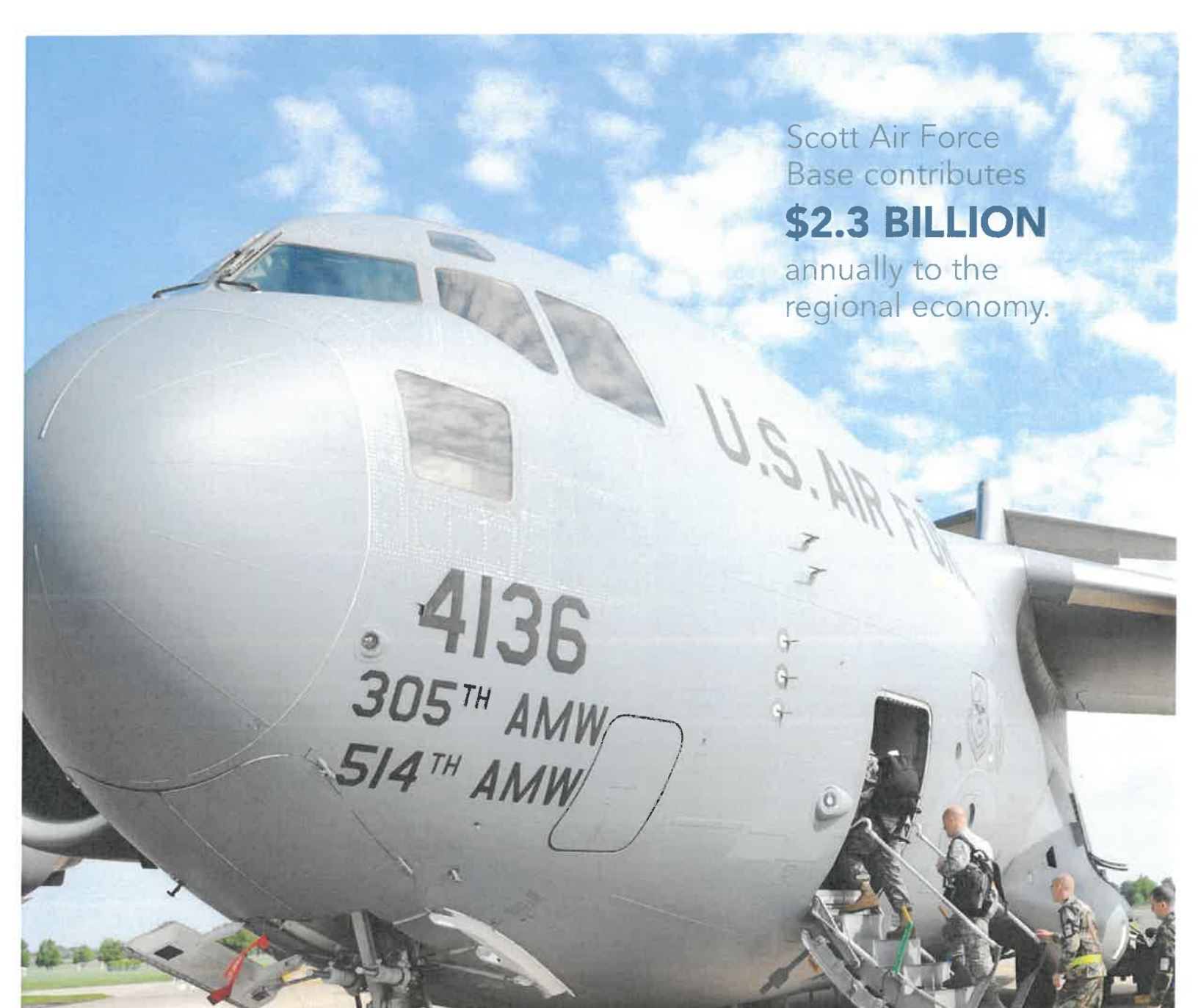
- Infill programs
- Safety and code enforcement programs
- Education and outreach
- Homebuyer/developer financing
- Beautification and community gardens
- Capital improvements
- Homeowner rehabilitation





Permits Issued for Single-Family Detached New Construction

Belleville's composition of housing types should accommodate the whole spectrum of life-cycle stages: college students, young professionals, families, empty nesters, and seniors. The key strategy is to develop and rehabilitate the City's housing stock for no single user type. Instead, homes should be constructed for those seeking affordable, mid-level, and premium options.



Scott Air Force
Base contributes
\$2.3 BILLION
annually to the
regional economy.

ONLINE DISCUSSION FORUM

What are
Belleville's top
accomplishments
in recent years?

Bringing Lindenwood
University to Belleville

"Having an academic institution like
Lindenwood is a tremendous asset to the
City, in addition to educational opportunities
close to home..."



LINDENWOOD UNIVERSITY

Economic Development



Guiding Principles

- We will increase our community capacity to “tell our story” of civic pride, accomplishment, and competitive advantages through collaborative marketing and dedicated personnel, allowing us to more widely broadcast our positive image and unique brand on a regional scale.
- We will use our business assistance programs and infrastructure investments to reinforce our community values – high-quality and attractive developments that create good jobs, respect the community’s historic character, and focus investments in strategic locations throughout the community.
- We will use incentives, policies, and regulations to cultivate a “business friendly” environment, while at the same time, prioritizing the redevelopment and repurposing of land and buildings supported by existing social and physical infrastructure.
- We will facilitate entrepreneurship, targeted innovation, and “mom and pop” establishments by strengthening partnerships and increasing communication channels between businesses and resource providers.
- We will increase the linkages between jobs and housing by reducing commutes through mixed-use and transit-oriented development patterns, improving infrastructure access to/from Belleville businesses, and recruiting compatible job opportunities within existing retail and business centers.
- We will dedicate our resources to building the capacity of our neighborhoods, in part, with the economic development goal of improving our image and marketability to a wider variety of prospective employees and employers.
- We will continue to leverage and support Belleville’s most successful physical and economic assets in order to expand the sphere of influence to surrounding areas and increase community benefit.
- We will embrace economic, cultural, and geographic diversification as we promote the growth of our businesses and neighborhoods.



Strategic Recommendations

PROMOTE BELLEVILLE’S EXISTING OR POTENTIAL ASSETS

- Hotel and convention center
- Transit-oriented development
- Aquatic center
- Dedicated PR staff and collaborative marketing initiatives
- Scott Air Force Base / MidAmerica Airport

FOCUS ON GROWING, DIVERSIFYING, AND EXPANDING SMALL AND LOCAL BUSINESSES

- Linkages between industry and education

- Online library of business resources
- Small business financing
- Incubator and live-work accommodations

CULTIVATE A “BUSINESS FRIENDLY” ENVIRONMENT TO RETAIN AND ATTRACT BUSINESSES

- Business assistance programs
- Availability of commercial and industrial sites
- Updates to regulations and guidelines
- Content-rich economic development marketing website

Land Use and Character



Guiding Principles

- We will encourage new development and significant redevelopment where adequate public services and utility capacity are already in place or projected for improvement.
- We will effectively manage future growth to achieve a compact and fiscally responsible pattern of development. Preferably, development should occur on vacant infill areas and/or areas contiguous to existing development and then sequentially outward as adequate facilities become available. New development or redevelopment on vacant parcels in an existing neighborhood should maintain compatibility with existing uses and the prevailing character of the area.
- We will encourage development patterns that provide appropriate transitions and buffering between differing land use intensities. Where developments of incompatible intensities abut, there should be adequate landscaping and screening to separate them.
- We will prioritize community enhancements along Belleville's most visible and heavily used gateways, corridors, and districts.
- We will maintain and enhance Belleville's historic and cultural assets in accordance with preservation guidelines and development standards.
- We will promote neighborhood development patterns that are highly walkable, meaning there is a mixture of uses within convenient distances so that automobiles are not essential for relatively short trips.
- We will include a variety of housing types and sizes to accommodate the needs of existing and prospective residents. This includes, but is not limited to, youth, college students, single professionals, families, empty nesters, and seniors.
- We will develop multi-family housing at a density and scale that is compatible with the surrounding neighborhood, available utilities, and roadway capacity. Larger multi-family developments should be located on sites with adequate space for off-street parking, accessory structures, and recreational activity.
- We will protect the natural beauty of Belleville through the development of a comprehensive system of parks, trails, and open spaces and by avoiding developing sites on environmentally sensitive land, to the extent possible.



Strategic Recommendations

IMPROVE THE APPEARANCE, QUALITY, AND COMPATIBILITY OF DEVELOPMENT

- Updates to regulations and guidelines
- Requirements of development and redevelopment agreements
- Historic preservation policies
- Mitigation of traffic impacts

STRENGTHEN BELLEVILLE'S SENSE OF COMMUNITY AND NEIGHBORHOOD IDENTITY

- Gateway enhancements
- Gateway and corridor overlay districts

- Neighborhood and street design standards
- Neighborhood planning and sub-area plans

CREATE COMMUNITY FOCAL POINTS AND DESTINATIONS

- Commercial and employment centers
- Mixed-use and transit-oriented development
- Parks, recreation, and hike-bike system
- Business and industrial parks
- Downtown parking





Livable Centers

Downtown Belleville contains all the characteristics of a “livable center.” It is compact and mixed use, designed to be walkable, and connected and accessible. Downtown serves as the City’s historic center, housing St. Clair County buildings and a number of longstanding cultural, commercial, and civic amenities. As Belleville looks to the future, it will be necessary to create new livable centers to accommodate different needs and offer geographic diversity.



Acknowledgments

Special appreciation to individual residents, business owners, property owners, and others that participated in and contributed their insights and ideas to Belleville's long-range planning process.

City Council

Mark Eckert, *Mayor*
Michael Heisler, *Ward One*
Ken Kinsella, *Ward One*
Janet Schmidt, *Ward Two*
Melinda Hult, *Ward Two*
Kent Randle, *Ward Three*
A. "Gabby" Rujawitz, *Ward Three*
Johnnie Anthony, *Ward Four*
James Davidson, *Ward Four*
Phillip Silsby, *Ward Five*
Joseph W. Hayden, *Ward Five*
Paul Seibert, *Ward Six*
Bob White, *Ward Six*
Trent Galetti, *Ward Seven*
James Musgrove, *Ward Eight*
Joe Orlet, *Ward Eight*
Lillian Schneider, *Alderman-At-Large*

Planning Commission

Jim Kurtz, *Chair*
Jim Davidson
Art Jacobs
Larry McLean

Don Rigney
Don Rockwell
Chris Rothweiler
Tony Toenjes
Bob White

Zoning Board of Appeals

Dan Nollman, *Chair*
Rebecca Boyer
Timothy Price
Don Rockwell
Toni Togias
Roger Wigginton
Steven Zimmerman

Comprehensive Plan Advisory Committee

Gloria Crowder
Matt Eiskant
Linda Havlin
Ken Kinsella
Matt Klosterman
Jim Kurtz
John Lengerman

Mary McHugh
Ashley Pollock
Chris Rothweiler
Janet Schmidt

Parks and Recreation Board

Glen Friederich, *President*
Debbie Belleville, *Director of Parks and Recreation*
Marge Belt
Helen Cook
Ed Dintelman
Terry Mackin

Historic Preservation Commission

Ashley Pollock, *Chair*
Andy Gaa, *Vice Chair*
Jack LeChien, *Treasurer*
John Hunter, *Secretary*
Melinda Hult
Charles Moffat
Lillian Schneider

Downtown Development/ Redevelopment Commission

Ken Kinsella, *Chair*
Chuck Blanquart
Geri Boyer
John Conkright
Mark W. Eckert, *Mayor*
Emily Fultz, *Director of Economic Development, Planning and Zoning*
Mike Isenhardt
Linda Joynt
John Lengerman
Mike Nester

Economic Development and Annexation Committee

Ken Kinsella, *Chair*
Johnnie Anthony
Trent Galetti
James Musgrove
Kent Randle
Janet Schmidt
Paul Seibert
Phillip Silsby

City of Belleville Staff

Mark Eckert, *Mayor*
Erin Clifford, *Executive Assistant to Mayor Eckert*
Dallas B. Cook, *City Clerk*
Kathy Range, *Assistant City Clerk*
Dean Hardt, *City Treasurer*
Niccy Cook, *Assistant City Treasurer*
Emily Fultz, *Director of Economic Development, Planning and Zoning*
Eric Schauster, *Economic Development Specialist/ Grants Coordinator*
Elle Davis, *Planner and GIS Coordinator*
Kari Tutza, *Economic Development, Planning and Zoning Administrative Assistant*
Robert Sabo, *Director of Health, Housing and Building*
Roger Barfield, *Manager of Health, Housing and Building*
Jim Schneider, *Director of Human Resources and Community Development / Community Development Network Liaison*
Debbie Belleville, *Director of Parks and Recreation*
Jason Poole, *Assistant Director of Parks and Recreation*
Chief William Clay III, *Police Chief*
Chief Scott Lanxon, *Fire Chief*
Royce Carlisle, *Director of Waste Water*
Randy Smith, *Assistant Director of Waste Water*
Sharon Strausbaugh, *Manager of Marketing and City Website*
Tim Gregowicz, *City Engineer*
Ken Vaughn, *Assistant City Engineer*
Jamie Maitret, *Finance Director*
Chuck Schaeffer, *Director of Public Works*
Leander Spearman, *Library Director*

Consultant Team

KENDIG KEAST COLLABORATIVE

Bret Keast, AICP, *President*
Gary Mitchell, AICP, *Vice President (Project Manager)*
Liz Probst, AICP, *Associate Planner (Deputy Project Manager)*
Michelle Queen, *Associate Planner*
Frances Kellerman, *Associate Planner*
Laura Walker, *Associate Planner*

KASKASKIA ENGINEERING GROUP

Geri E. Boyer, P.E., *Principal*
Todd J. Reyling, P.E., *Project Manager*
Matt Jackson, *GIS Manager*
Molly A. Barletta, *Senior Environmental Scientist*
Karen Boulware, *Senior Environmental Scientist*

MINDMIXER



KENDIG KEAST
COLLABORATIVE



Kaskaskia
Engineering Group, LLC

**Board of Trustees
Request for Action**

5.H

Meeting Date:	April 21, 2022								
Agenda Item:	Resolution to Approve Proposed American Rescue Plan Act Spending Plan								
Department:	Finance								
Support & Background Information:	<p>The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency.</p> <p>The grant guidelines allow for local governments to elect the "standard allowance" of revenue loss, up to \$10 million. The revenue loss category allows for the most versatile use of the SLFRF funds.</p> <p>The Township was awarded SLFRF (ARPA) funding as shown below:</p> <table style="margin-left: auto; margin-right: auto; border-collapse: collapse;"> <tr> <td style="padding-right: 20px;">Tranche 1</td> <td style="text-align: right;">\$ 1,535,592.50</td> </tr> <tr> <td>Tranche 2</td> <td style="text-align: right;">1,535,592.50</td> </tr> <tr> <td>Additional Allocation</td> <td style="text-align: right;"><u>6,181.65</u></td> </tr> <tr> <td>Total ARPA Allocation</td> <td style="text-align: right;"><u><u>\$ 3,077,366.65</u></u></td> </tr> </table> <p>As part of the 2023 capital planning process, each preliminary capital improvement request was reviewed to determine its eligibility within the SLFRF grant guidelines.</p> <p>The guidance specifically allows for the provision of police, fire and other public safety services as well as infrastructure.</p> <p>It is the recommendation of the Finance Department that the Township's ARPA funding be allocated towards the renovation /new-build of public safety headquarters.</p> <p>Under the SLFRF, funds must be used or incurred on or after March 2021, obligated by December 31, 2024, and expended by December 31, 2025.</p>	Tranche 1	\$ 1,535,592.50	Tranche 2	1,535,592.50	Additional Allocation	<u>6,181.65</u>	Total ARPA Allocation	<u><u>\$ 3,077,366.65</u></u>
Tranche 1	\$ 1,535,592.50								
Tranche 2	1,535,592.50								
Additional Allocation	<u>6,181.65</u>								
Total ARPA Allocation	<u><u>\$ 3,077,366.65</u></u>								
Budget Impact:	<p>The first tranche is currently deposited within the general fund. Should the resolution be approved, this tranche would be transferred to the capital projects fund and the second tranche would be deposited directly into the capital projects fund. A motion to approve this budget amendment has been presented below. The renovation / new-build expenditures for the public safety headquarters will be tracked within the capital projects fund.</p>								

Suggested Motion:	<p>Motion to Approve the Resolution of Proposed American Rescue Plan Act Spending Plan to allow for allocation of ARPA funding to the public safety headquarters project.</p> <p>Motion to Approve a budget amendment to transfer \$1,541,774.15 in ARPA funding already received from the General Fund to the Capital Projects Fund.</p>
--------------------------	---

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

Resolution of Proposed American Rescue Plan Act Spending Plan

WHEREAS, the Federal American Rescue Plan Act created by the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program to deliver \$350 billion for State, territories, municipalities, counties and Tribal governments; and

WHEREAS, the purpose of these funds is to provide resources for COVID-19 response efforts, replace lost revenue, provide economic stabilization, and address systemic public health and economic challenges; and

WHEREAS, the Township of Northville has been allocated **\$3,077,366.65** in American Rescue Plan Act (ARPA) funds; and

WHEREAS, Sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act provide that SLFRF funds may be used *"for the provision of government services to the extent of the reduction in revenue of such...government due to the COVID-19 public health emergency relative to revenues collected in the most recent full year of the...government prior to the emergency"* and in calculating revenue loss, recipients may choose the standard allowance of up to \$10 million; and

WHEREAS, Township staff have compared the eligible expenses of the program against the community needs and recommends the funds be allocated towards **public safety headquarters** allowable under the \$10 million standard allowance revenue loss calculation.

NOW, THEREFORE, BE IT RESOLVED, that the Township Board of Trustees supports the proposed spending plan, as presented.

I, Roger Lundberg, Clerk of the Charter Township of Northville, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution of action approved by the Board of Trustees at their regular meeting held on April 21, 2022 at 44405 Six Mile Road, Northville, Michigan 48168.

Roger Lundberg

**Board of Trustees
Request for Action**

5.I

Meeting Date:	April 21, 2022
Agenda Item:	REAL ESTATE PURCHASE AGREEMENT – MITCRA & SCHAFFER DEV 5 & RIDGE
Department:	Supervisor
Support & Background Information:	<p>Schafer Development 5 and Ridge, LLC has expressed an interest in purchasing MITC parcels 7 and 8, approximately 39 buildable acres, from the Township for a purchase price of \$125,000 per buildable acre, for use as a residential development.</p> <p>This agreement is contingent upon several steps:</p> <ol style="list-style-type: none"> 1. Successful completion of an Investigation Period of 180 days to determine if the Property is suitable for Purchasers proposed use, and to conduct such inspections, investigations, examinations, appraisals and tests of the Property, and make application for re-zoning for the intended use. 2. Completion of a survey to, among other things, define the legal description of the Property, to determine the lot split necessary for the Property and the number of buildable acres. 3. Seller to obtain and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance, to be updated at Closing. <p>Seller's obligation to consummate the sale of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Seller's obligations:</p> <ol style="list-style-type: none"> a) Seller and Purchaser have mutually agreed upon the number of buildable acres and final size and configuration of the Property as provided in the agreement. b) Seller has approved the Survey materials. c) Seller has approved, internally, the lot split (subject to final approval by the Township). d) Seller, including Planning Commission, has approved Purchaser's final Site Plan, and Purchaser has timely pursued and obtained all other Governmental Approvals from the Township, County, and State Agencies for Purchaser's use of the Property as a residential development, during the Inspection Period. <p>If any of the above conditions have not been satisfied by the Closing Date, Seller shall not be obligated to close the transaction described in the Agreement and shall be entitled to issue a Cancellation Notice to Purchaser.</p>
Budget Impact:	Sales Price, if forty (40) buildable acres, would be approximately \$5 million.
Suggested Motion:	I move to approve the Real Estate Purchase Agreement to sell MITC Parcels 7 and 8, to Schafer Development 5 and Ridge, LLC, for a purchase price of \$125,000 per buildable acre contingent upon the successful occurrence of each condition precedent as defined in the agreement.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“**Agreement**”) is entered into as of April _____. 2022 between the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan Charter Township, with offices at 44405 Six Mile Road, Northville, Michigan 48168 (“**Seller**” or “**Township**”) and **SCHAFER DEVELOPMENT 5 AND RIDGE, LLC**, a Michigan Corporation, on behalf of itself or another entity to be formed, with offices at 31400 Northwestern Highway, Suite H, Farmington Hills, Michigan 48334 (“**Purchaser**”). Seller and Purchaser are sometimes individually referred to as a “**party**” and jointly as the “**parties.**”

RECITALS:

A. Seller is the owner of certain vacant real property located in the Township of Northville, Wayne County, Michigan, identified as the Michigan International Technology Center Redevelopment Area (“**MITCRA**”), and specifically for purposes of this Agreement, a portion of a parcel identified as Remainder Parcel B, which portion is north of the CSX railroad tracks and west of the center line of Johnson Creek as depicted by a certain ALTA Survey certified November 9, 2017, (“**Original Parcel**” **Exhibit A**), consisting of approximately +/- 39 buildable acres, with boundaries and legal description to be determined by a certified survey obtained by Purchaser at its cost, and agreeable to the parties, defined in Section 4.2 (“**the Property**” **Exhibit B**).

B. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties, in consideration of the covenants, undertakings and agreements set forth below, agree as follows:

ARTICLE 1 PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey by Covenant Deed to Purchaser, and Purchaser agrees to purchase the Property from Seller.

ARTICLE 2 PURCHASE PRICE

The total purchase price for the Property shall be the result of One Hundred Twenty-Five Thousand and 00/100 (\$125,000.00) Dollars multiplied by the number of buildable acres, which is approximately 39 +/-, to be determined following survey (the “**Purchase Price**”). The Purchase Price shall be paid at Closing (defined in Section 6.1), less the Deposit (defined in Article 3), less any

Purchaser's credits as defined herein and subject to the adjustments and pro-rations set forth herein. The number of buildable acres in the Land shall be defined as net of existing and future road rights of way. Such gross and net land areas shall be determined as provided in Section 4.2, and the number of buildable acres and final size and configuration of the Property shall be approved by Seller and Purchaser.

ARTICLE 3 DEPOSIT

Within three (3) Business Days following the Effective Date (identified in Section 15.19), Purchaser shall deposit with First American Title Insurance Company, 300 E. Long Lake Road, Suite 300, Bloomfield Hills, MI 48304, Attention: _____ (the "Escrow Agent" or "Title Company") an earnest money deposit in the amount of Fifty Thousand (\$50,000.00) Dollars (the "Deposit"), the receipt of which shall be acknowledged by Escrow Agent by signing below. The Deposit shall be held by Escrow Agent in a non-interest bearing account and paid to Seller at the Closing or otherwise disbursed as provided in this Agreement. If the Deposit is not timely delivered to Escrow Agent, this Agreement shall be automatically terminated and Seller and Purchaser shall be relieved of all further obligations hereunder.

ARTICLE 4 INVESTIGATIONS, SURVEY AND TITLE

4.1 Investigation Period. Purchaser shall have a period of one hundred eighty (180) calendar days from the Effective Date (the "Investigation Period") to determine if the Property is suitable for Purchaser's proposed use, and to conduct such inspections, investigations, examinations (including environmental examinations), appraisals and tests of the Property, and make application for re-zoning for the intended use (collectively, "Investigations") as Purchaser shall desire. An additional option period of ninety (90) calendar days may be utilized by Purchaser to extend the Investigation Period ("Extension Period"). One half of the deposit, Twenty Five Thousand (\$25,000.00) Dollars, shall become non-refundable in the event Purchaser exercises the Extension Period; the said Twenty-Five Thousand (\$25,000.00) Dollars shall still be applied to the Purchase Price at time of Closing.

Seller shall upon reasonable prior notice permit Purchaser, its representatives and consultants access to the Property for the purpose of conducting the Investigations. Purchaser shall notify Seller of all Investigations and shall provide Seller with copies of all reports (including environmental), topographical and other surveys, engineering and results generated thereby, after receipt by Purchaser. Purchaser shall be solely responsible for Purchaser's and its representatives' and consultants' conduct on the Property during the Investigations, shall assume and pay for all costs incurred in connection therewith, and shall indemnify, defend, release and hold Seller harmless from and against any costs, claims, liens, damages, losses and liabilities arising from or related to the Investigations. If any Investigations or related activities shall cause damage to the Property, in the event this transaction is not consummated, Purchaser shall, at its sole expense, repair any damage and return the Property to its condition prior to the Investigations, except for any damage to agricultural crops and farming operations on the Property. During the Investigation Period, Purchaser will exercise reasonable caution to minimize damage to existing crops and other

agricultural operations on the Property, if any. Seller recognizes the existing condition of the Property and grants Purchaser full and unobstructed access to any portion of the Property for Purchaser's Inspections. Purchaser shall obtain and maintain appropriate insurance with respect to the aforesaid matters from an insurer and with coverage limits acceptable to Seller, naming Seller as an additional insured, and shall provide Seller with a reasonable certificate of insurance evidencing such coverage prior to Purchaser accessing the Property. Purchaser's obligations hereunder shall survive Closing or termination of this Agreement.

If in its sole discretion Purchaser decides it is not satisfied with the Property for any reason, Purchaser shall be entitled to issue a Cancellation Notice (defined in Section 14.2) to Seller by 4:00 pm EDT of the final day of the Investigation Period, including any exercised option period ("**Investigation Deadline**") with a copy to Escrow Agent. In that case, the Deposit shall be promptly refunded to Purchaser by Escrow Agent, following which this Agreement shall be deemed to be terminated and of no further force or effect, except as otherwise specified in this Agreement.

4.2 Survey and Related Matters. Purchaser shall promptly order a boundary survey of the Property to be prepared by a registered land surveyor licensed in the State of Michigan and reasonably approved by Seller (the "**Surveyor**") and conforming to the requirements of PA 132 of 1970 (MCL 54.211-54.213) and ALTA standards (the "**Survey**"). The Survey shall include a metes and bounds legal description of the Property, and shall be certified to the Seller, Purchaser and Title Company.

In addition, Purchaser shall cause to be prepared:

- (i) a survey and metes and bounds legal description of the remaining portion of the Original Parcel after exclusion of the Property, as necessary for submission of a lot split application for the Original Parcel, by Seller, for the Township's approval in accordance with its usual lot split processes, and other portions required herein; Seller shall be responsible for, at Seller's sole cost, the lot split necessary for the Property and other parcels as necessary and referred to herein; and
- (ii) a determination of the number of buildable acres in the Property, as determined by a third party, licensed wetlands consultant or civil engineer.

The materials identified in items (i), (ii) and the Survey are collectively referred as the "**Survey Materials**."

Purchaser shall cause all Survey Materials to be completed and shall provide them to Seller within one hundred and fifty (150) calendar days of the Effective Date. The Survey Materials shall be subject to Seller's reasonable review and reasonable approval.

The cost of preparing and finalizing the Survey Materials shall be borne by Purchaser; provided that, at Closing, Seller shall reimburse Purchaser by giving Purchaser a credit against the Purchase Price of the actual cost of the Survey Materials required for the lot split application, and other provisions herein, not to exceed Two Thousand (\$2,000.00) Dollars.

It is agreed the metes and bounds legal description of the Property set forth in the Survey, as approved by Seller and Purchaser, shall be deemed to be the legal description of the Property for purposes of the transactions described in this Agreement, and shall be included in the Covenant Deed delivered to Purchaser at Closing.

4.3 Evidence of Title. Within thirty (30) calendar days from the Effective Date, Seller shall at its expense obtain and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance from Title Company with standard exceptions, insuring Purchaser as the holder of title to the Property, in an amount equal to the Purchase Price (the "**Title Commitment**"), together with a legible copy of all recorded documents affecting the Property which constitute encumbrances against the Property or exceptions to Seller's title (the "**Title Documents**"). If the Title Commitment and Title Documents contain defects, encumbrances or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, make title to the Property unmarketable, Purchaser shall notify Seller of such defects in writing ("**Purchaser's Objections**") within twenty (20) calendar days after the date Purchaser receives the Title Commitment and Title Documents. If Purchaser fails to timely deliver Purchaser's Objections, it shall be deemed to have waived all objections and agreed to accept title in the condition forth in the Title Commitment. Seller shall have ten (10) calendar days from the date of Purchaser's Objections ("**Seller Response Deadline**") to respond to Purchaser's Objections (which response is referred to here as "**Seller's Response**"). If Seller fails to timely respond, or responds but fails to agree to eliminate Purchaser's Objections in a manner reasonably acceptable to Purchaser, then Purchaser shall have the option to issue a Cancellation Notice to Seller with a copy to Escrow Agent within three (3) Business Days of Seller's Response or the Seller's Response Deadline, whichever first occurs ("**Purchaser Cancellation Deadline**"), following which the Deposit shall be returned to Purchaser and this Agreement shall be deemed to be terminated and of no further force or effect, except as otherwise set forth herein. If Purchaser does not timely deliver the Cancellation Notice, Purchaser shall be deemed to have waived its objections and agreed to accept title subject to Purchaser's Objections.

If, prior to Closing, the Title Commitment or Survey is updated and such update discloses any new exceptions or conditions to title unsatisfactory to Purchaser ("**New Title Defects**"), Purchaser shall be entitled to deliver to Seller a written notice with respect to the New Title Defects within five (5) Business Days following Purchaser's receipt of the updated Title Commitment or updated Survey disclosing same, and the process described in the first paragraph of this Section 4.3. shall apply thereto, except the Seller Response Deadline shall be five (5) Business Days from the date of Purchaser's notification, and the Purchaser Cancellation Deadline shall be five (5) Business Days. The Closing Date shall be extended to the extent necessary to accommodate the applicable timeframes to object and respond with regard to the New Title Defects.

References in this Agreement to "**Permitted Exceptions**" shall mean all (i) covenants, conditions, restrictions, easements, public streets and rights of way, and other matters of record, (ii) applicable restrictions and zoning as referred within this Agreement, building, land use and similar laws, ordinances, regulations and restrictions as set forth within this Agreement, after the Purchaser's site plan has been approved, (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments, any state of facts shown on the Survey, and any and all other matters which would be disclosed by an accurate survey of the Property or a physical inspection of the Property, (iv) real estate taxes which constitute a lien upon the Property, but which are not yet due and payable, and (v)

requirements, defects, encumbrances or exceptions to title shown in the Title Commitment which Purchaser accepts, to which Purchaser does not timely object, or to which Purchaser is deemed to have waived objection. Seller represents that there are no special assessments and there will be no special assessments on the Property at time of Closing.

The Title Commitment shall be endorsed by the Title Company as of the Closing Date. Concurrently with the Closing, Seller shall pay for and authorize the Title Company to issue a policy of title insurance pursuant to the Title Commitment, which policy shall be an American Land Title Association Owner's Policy, Standard Form B, dated the day of Closing, and subject only to the Permitted Exceptions (the "Title Policy").

ARTICLE 5 CONDITIONS PRECEDENT

5.1 Seller's Conditions Precedent. Seller's obligation to consummate the sale of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Seller's obligations hereunder:

- (a) Seller and Purchaser have mutually agreed upon the number of buildable acres and final size and configuration of the Property as provided in Article 2.
- (b) Seller has approved the Survey Materials.
- (c) Seller has approved, internally, the lot split (subject to final approval by the Township as defined in Section 5.2 (c)).
- (d) Seller has approved Purchaser's final Site Plan, and Purchaser has timely pursued and obtained all other Governmental Approvals from the Township, County and State Agencies for Purchaser's use of the Property as a residential development, during the Inspection Period.

If any of the above conditions have not been satisfied by the Closing Date, Seller shall not be obligated to close the transaction described in this Agreement and shall be entitled to issue a Cancellation Notice to Purchaser with a copy to Escrow Agent, in which case the Deposit shall be refunded to Purchaser and this Agreement shall be terminated and of no further force or effect except as otherwise provided herein.

At its election, Seller may extend the Closing Date on one occasion for up to fifteen (15) days in order for any of the unsatisfied conditions to be satisfied.

5.2 Purchaser's Conditions Precedent. Purchaser's obligation to consummate the purchase of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Purchaser's obligations hereunder:

- (a) Purchaser and Seller have mutually agreed upon the number of acres and final size and configuration of the Property as provided in Article 2.
- (b) The provisions of Article 4 have been satisfied.
- (c) Seller has approved the lot split provided for in Section 4.2. The issuance of a new parcel identification number for the Property shall be in accordance with Wayne County's standard practice. Seller will be responsible for obtaining any lot split and new tax identification numbers at its cost, and Purchaser will cooperate in that process by providing supporting survey documentation, per Section 4.2.
- (d) Purchaser has applied for and Seller has approved a re-zoning suitable for Purchaser's intended use.
- (e) Seller has approved Purchaser's final Site Plan for Purchaser's use of the Property as a residential development during the Inspection Period.
- (f) Crop leases, if any, granted by Seller over the Land shall be terminated by Seller and Property vacated by lessees before Closing.
- (g) Approval of the Real Estate Purchase Agreement and of the sale of the Property to Purchaser as proposed, by the Northville Township Board of Trustees within sixty (60) days of the Effective Date.

If any of the above conditions have not been satisfied by the Closing Date, Purchaser shall not be obligated to close the transaction described in this Agreement and shall be entitled to issue a Cancellation Notice to Seller with a copy to Escrow Agent, in which case the Deposit shall be refunded to Purchaser and this Agreement shall be terminated and of no further force or effect except as otherwise provided herein.

At its election, Purchaser may extend the Closing Date on one occasion for up to thirty (30) days in order for any of the unsatisfied conditions to be satisfied.

ARTICLE 6 CLOSING

6.1 Closing. The purchase and sale of the Property shall be consummated at an escrow closing (the "**Closing**") which shall take place at the offices of the Escrow Agent beginning at 10:00 a.m. EDT, thirty (30) calendar days from the Investigation Deadline, and satisfaction of the conditions in Sections 5.1 and 5.2, whichever is later, or such other date mutually agreed to by the parties (the "**Closing Date**").

6.2 Seller's Closing Deliveries. At Closing:

- a. Seller shall deliver to Purchaser a duly executed Covenant Deed for the Property, subject to the Permitted Exceptions, in the form attached (**“Deed” Exhibit D**).
- b. Seller shall execute and deliver a Real Estate Transfer Tax Valuation Affidavit pursuant to PA 134 of 1966 and PA 33 of 1933, as amended;
- c. Seller shall execute and deliver an Affidavit in the form provided by the Title Company and acceptable to Seller, stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, if required;
- d. Seller shall execute and deliver a Seller Settlement Statement setting forth the adjustments and pro-rations to the Purchase Price provided for in this Agreement;
- e. Seller shall execute and deliver such other documents as are reasonably necessary to consummate the transactions provided for by this Agreement; and
- f. Seller shall deliver possession of the Property to Purchaser, subject to the Permitted Exceptions.

6.3 Purchaser’s Closing Deliveries. At Closing:

- (a) Purchaser shall execute and file with the Northville Township Assessor a Property Transfer Affidavit (Form 4260) pursuant to which Purchaser shall report to the Assessor the purchase price for the Property;
- (b) Purchaser shall execute and deliver a Purchaser Settlement Statement setting forth the adjustments and pro-rations to the Purchase Price provided for in this Agreement;
- (c) Purchaser shall execute and deliver such other documents as are reasonably necessary to consummate the transactions provided for by this Agreement; and
- (d) Purchaser shall pay to Seller the Purchase Price as adjusted pursuant to this Agreement, by wire transfer of immediately available funds.

**ARTICLE 7
CLOSING COSTS AND PRORATIONS**

7.1 Seller’s Costs. Seller shall be responsible for and shall pay the following costs in connection with the consummation of the transaction contemplated by this Agreement: (i) the title search fee and premium required for issuance of the Owner’s Policy of Title Insurance; (ii) Seller’s credit to Purchaser of the cost of preparing the Survey Materials set forth in Section 4.2; (iii) the cost of preparation of the Deed, lot split, and cost of recording easements, and all other necessary closing

documents; (iv) one-half of the settlement fees, closing fees and escrow charges imposed by the Escrow Agent in connection with Closing; and (v) the fees and costs of Seller's Counsel.

7.2 Purchaser's Costs. Purchaser shall pay the following costs in connection with the consummation of the transaction contemplated by this Agreement: (i) all expenses incurred by Purchaser in inspecting the Property and closing the transaction described in this Agreement; (ii) the premiums and/or charges for any enhanced coverage or endorsements to the Title Policy if desired by Purchaser and available from the Title Company; (iii) one-half of the settlement fees, closing fees and escrow charges imposed by the Escrow Agent in connection with Closing; (iv) the cost of recording the Deed; and (v) the fees and costs of Purchaser's Counsel.

7.3 Prorations. The Property is vacant, is currently exempt from real estate property taxes and is not serviced by utilities; accordingly, there shall be no proration of real estate property taxes. Seller shall pay unpaid special assessments, if any, in place at time of Closing.

ARTICLE 8 DEFAULT

8.1 Purchaser Default. If Purchaser defaults hereunder prior to Closing, Seller may, at its option and as its sole and exclusive remedy, issue a Cancellation Notice to Purchaser with a copy to Escrow Agent, whereupon the Deposit shall be immediately delivered to Seller as liquidated damages. Seller acknowledges and agrees that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

8.2 Seller Default. If Seller defaults hereunder prior to Closing, Purchaser shall be entitled as its sole and exclusive remedy to either (i) issue a Cancellation Notice to Seller with a copy to Escrow Agent, whereupon the refundable Deposit shall be immediately returned to Purchaser, Seller shall immediately reimburse Purchaser for all the reasonable and documented due diligence efforts, survey, and Inspection expenses, and this Agreement shall be terminated and of no force or effect, or (ii) seek judgment for specific performance of this Agreement. Any action brought by Purchaser seeking specific performance must be initiated within ninety (90) days of what would otherwise have been the Closing Date.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Warranties and Representations of Seller. Seller, through its Township Manager to his present, actual knowledge, represents and warrants to Purchaser as of the Effective Date and the Closing Date:

- (a) Seller is a Michigan Charter Township, duly organized and validly existing under the laws of the State of Michigan.
- (b) Seller has duly and validly authorized and executed this Agreement and Seller has full power to enter into and perform this Agreement. Neither the execution and

delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller. This Agreement and the other documents and instruments to be executed and delivered by Seller pursuant to this Agreement are binding upon, and enforceable against, Seller in accordance with their respective terms. The persons who have executed this Agreement on behalf of Seller has the appropriate authority to bind Seller to the terms of this Agreement.

- (c) Seller is not a “foreign person” as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.
- (d) Representations contained in the Deed shall be by the Township Manager, based upon his knowledge and belief

9.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as of the Effective Date and the Closing Date:

- (a) Purchaser is duly organized and a validly existing corporation under the laws of the State of Michigan.
- (b) Purchaser has duly and validly authorized and executed this Agreement and Purchaser has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Purchaser. This Agreement and the other documents and instruments to be executed and delivered by Purchaser pursuant to this Agreement are binding upon, and enforceable against, Purchaser in accordance with their respective terms. The person who has executed this Agreement on behalf of Purchaser has the appropriate authority to bind Purchaser to the terms of this Agreement.
- (c) Purchaser has the financial wherewithal with financing and the development and operational skill and experience necessary to carry out the terms of this Agreement and consummate the purchase of the Property, and to finance, build and operate the Development defined in Section 10.1).
- (d) Purchaser is not a “foreign person” as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.

ARTICLE 10 DEVELOPMENT MATTERS

10.1 Intended Development. Purchaser represents it is acquiring the Property in order to develop and construct thereon a residential development in accordance with the attached (**the “Concept Plan” Exhibit C**). In the design of the Development, Purchaser will comply with Township Ordinances to avoid off-site light and sound impacts on surrounding properties. Purchaser acknowledges that construction and operation of the Development within the Township is a material

reason for Seller entering into this Agreement and selling the Property to Purchaser. Purchaser covenants it shall commence construction of the Development within one (1) year of Closing, subject to one (1) year extension, and subject to force majeure, government regulations and such similar events. Force majeure is unforeseeable circumstances that prevent or delay timely compliance of the agreements set forth herein, including but not limited to acts of god, natural and unavoidable catastrophes that interrupt the expected course of events and prevent participants from fulfilling obligations, pandemic, and supply chain problems. Purchaser acknowledges that in connection with the construction and operation of the Development (i) Purchaser shall be required to comply with applicable statutes, laws, regulations, ordinances and requirements, etc., including Township ordinances and procedures, (ii) Purchaser shall be required to file applications, requests and similar documentation with relevant governmental and regulatory bodies, including the Township, (iii) Purchaser shall be required to pay customary application, permit, tap in and similar fees and charges, including fees and charges to the Township, for the water and sanitary tap in to the public water main and sanitary sewer.

10.2 Permitted Easements. Purchaser acknowledges that the Township is presently engaged in offering other land in the MITCRA to third parties for development purposes, and may be required to dedicate or grant easements in, over or under the Property or expansions of rights of way over or under the Property prior to or after Closing to facilitate such development. Purchaser hereby (i) consents to and authorizes the Township to grant or dedicate underground perimeter public utility easements or amend existing public utility easements in, over and under the perimeter portions of the Property in connection therewith, provided that such easements, whether granted prior to or after Closing, shall be in locations and granted pursuant to notice and approval by Purchaser in writing, which approval shall not be unreasonably withheld, conditioned or delayed; (ii) at the Township's request, without charge or cost to the Township or other participants in the MITCRA, agrees to grant underground perimeter public utility easements over portions of the Property for underground utilities in locations and pursuant to granting documents approved by Purchaser, which approvals shall not be unreasonably withheld, conditioned or delayed. Under no circumstances shall the easements, connections, or expansions, referred to above, interfere or hinder Purchaser's use of the Property or Purchaser's business operations.

The Township shall cause all such public utility easement areas and surrounding areas to be reasonably restored promptly following any construction or installation activities related thereto at its sole cost and expense. The authorization provided to the Township hereunder includes the right to enter into reasonable amendments of existing easements, including amendments to more precisely delineate easement areas and scope, which amendments shall be subject to Purchaser's prior written notice and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser agrees to execute or join in the grant or dedication of such approved easements if requested by the Township. The aforesaid approved easements and approved amendments thereof shall be granted without cost or charge. Any easements granted in accordance with this Section 10.2 or Section 10.3 below, shall be deemed to be Permitted Exceptions.

10.3 Rights of Way. Purchaser shall covenant and agree to any Rights of Way determined to be necessary and required during the development and approval of the Site Plan. Purchaser's covenants and agreements shall survive and remain in effect notwithstanding the completion of

Closing and conveyance of title to the Property, and shall be binding on Purchaser's successors and assigns.

10.4 Brownfield Tax Increment Financing and Plan. Purchaser acknowledges that the Township and the State Land Bank Authority have executed a Land Banking Agreement, as amended ("LBA") for the purpose of gaining eligibility for brownfield tax increment financing to fund infrastructure extraordinary costs incurred in the development of the MITCRA parcels including the Property, with applicable requirements. This agreement will be subject thereto, including reconveyance rights that will be exercised in a timely manner, enabling Seller to comply with Article 6. The parties agree to consider mutually advantageous collaboration on a Brownfield Plan for the Property.

10.5 MITCRA. Purchaser acknowledges and agrees to assist with the promotion of the MITCRA development. In connection therewith, Purchaser agrees at the Township's request to cooperate including promotion of its participation in the MITCRA re-development, and providing new employment, investment and other compliance information including for any grant or infrastructure funding application, and permit the use of Purchaser's name in MITCRA promotional materials without cost or charge; provided that, such cooperation shall not require Purchaser to disclose any proprietary information or make any financial expenditure without Purchaser's consent

ARTICLE 11 RECEIPT OF PROPERTY "AS IS"

Purchaser shall be deemed to have, as of the Closing Date, thoroughly inspected and examined the status of title to the Property and the physical condition of the Property (above ground and below ground) as deemed necessary by Purchaser to determine whether the Property (i) contains any hazardous materials, (ii) contains wetlands or is subject to adverse conditions, (iii) contains adequate soil conditions, (iv) is otherwise in satisfactory physical condition, (v) complies with applicable laws, rules and regulations, including zoning ordinances, (vi) has the availability or existence of utility or other governmental or private services, and (vii) is suitable for Purchaser's intended use. Purchaser acknowledges and agrees that Purchaser shall rely solely upon the aforesaid inspections, examinations and evaluations of the physical condition of the Property and condition of title, and that Purchaser is purchasing, and at Closing will accept, the Property on an "AS IS, WITH ALL FAULTS" basis, without representations, warranties and/or covenants, express or implied, of any kind or nature, and that it specifically waives and disclaims any representation, warranty or guaranty with respect to the Property, express or implied, or arising by operation of law, including, but not limited to, any representation or warranty as to habitability or fitness for a particular purpose. Purchaser assumes responsibility for any damages caused by the condition of the Property upon transfer of title.

ARTICLE 12 BROKERS

The parties represent to one another that they have not utilized and will not utilize the services of any broker, agent or finder in connection with this transaction, and have not incurred any obligation or liability, contingent or otherwise, associated therewith, with the exception of Purchaser's Agents Robert Ficano and Bruce Rosenthal, for which Purchaser is responsible. Each party agrees to defend,

indemnify and hold the other party harmless from all liability for brokerage or agent commissions, finders' fees or the like arising in connection with the pending or consummated sale of the Property, and such agreements and undertakings herein shall survive the Closing of this transaction.

ARTICLE 13 ASSIGNMENT

Apart from Purchaser's acknowledgment of Seller's commitments under Section 10.4, neither party is entitled to assign its rights or obligations under this Agreement, except upon notice to and without the other party's prior written consent, except that Purchaser may assign all of its right, title and interest under this Agreement to a new entity to be formed which is owned or controlled by, or in common ownership or control with, Purchaser, provided that (i) Purchaser delivers to Seller an executed assignment and assumption between Purchaser and the assignee in form reasonably satisfactory to Seller whereby (A) the assignee acknowledges the Agreement is in full force and effect, (B) the assignee acknowledges all of Purchaser's representations and warranties are true as to the assignee, and (C) the assignee agrees to be bound by this Agreement and assumes and agrees to carry out Purchaser's obligations under this Agreement, and (ii) Purchaser provides Seller with such information regarding the assignee, including its shareholders, members, owners, directors, officers and managers, as Seller may reasonably require.

ARTICLE 14 NOTICES

14.1 Notices. Any notice required or permitted to be given hereunder must be in writing. A notice shall be deemed to be given (i) upon hand delivery or the date delivery is refused; (ii) one (1) business day after delivery to FedEx or similar receipted overnight express delivery service, costs and charges prepaid; or (iii) the same day when sent by email, provided a hard copy is delivered/sent the same day by the method identified in item (i) or (ii), addressed to the recipient's address as set forth below:

If to Seller: Charter Township of Northville
Attn: Todd Mutchler, Township Manager
44405 Six Mile Road
Northville, Michigan 48168
Email: tmutchler@twp.northville.mi.us

If to Purchaser: Schafer Development 5 and Ridge, LLC
Attn: Steven Schafer
31400 Northwestern Highway, Suite H
Farmington Hills, Michigan 48334
Email: steve@schafer-dev.com

Either party may change its address for notice purposes from time to time by giving written notice to the other party in the manner set forth in this Article 14.

14.2 Cancellation Notice. References in this Agreement to a “**Cancellation Notice**” mean a notice issued by one party to the other, setting forth the first party’s election to terminate the transaction described in this Agreement.

ARTICLE 15 MISCELLANEOUS

15.1 Amendment. This Agreement may be amended only by a written instrument executed by both of the parties hereto.

15.2 Governing Law. This Agreement shall be governed by the laws of the State of Michigan without reference to conflict of law principles.

15.3 Entire Agreement. This Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

15.4 Construction. The Recitals above and the Exhibits attached hereto are deemed to be part of, and incorporated into, this Agreement. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine or neuter forms, and the singular shall include the plural and vice versa. Headings of Sections are for convenience of reference only, and shall not be construed as part of this Agreement. Both parties having

participated in the negotiation and finalization of this agreement, the Agreement shall be construed without prejudice to the party memorializing it in final form.

15.5 Waiver. Except as otherwise provided in this Agreement, no waiver of any other provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

15.6 Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and unenforceable to the fullest extent permitted by law.

15.7 Days and Times for Performance. Any notice or other item required to be delivered hereunder shall be deemed to be timely delivered if (and only if) it is delivered by 4:00 p.m. EDT by the final date set for delivery in this Agreement. If any date set forth in this Agreement for the performance of an obligation or delivery of notice or other item should fall on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next calendar day following such Saturday, Sunday or legal holiday. As used herein, the term “**Business Day**” means a day other than a Saturday, Sunday or legal holiday, and “**legal holiday**” means any local or federal holiday on which post offices are closed in the Township of Northville, Michigan.

15.8 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which collectively shall be construed as a single instrument. Electronic signatures shall be binding on the signer to the same extent as “inked” signatures.

15.9 No Recording. Neither this Agreement nor any type of memorandum shall be recorded in the office of the Wayne County Register of Deeds or any other governmental agency, and any purported recordation or filing thereof by Purchaser shall constitute a breach of this Agreement on the part of Purchaser.

15.10 Time. Time shall be of the essence with respect to all obligations and notice deadlines set forth in this Agreement.

15.11 Submission to Jurisdiction. In the event of litigation, each party irrevocably agrees to the jurisdiction of the Federal District Court for the Eastern District of Michigan, Southern Division and the Wayne County Circuit Court (Business Court Division) over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby; and each party hereby irrevocably (i) agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such court, and (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the venue of any such dispute in such court or any defense of inconvenient forum.

15.12 Waiver of Jury Trial. AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, IN THE EVENT OF LITIGATION, EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING ANY CLAIM FOR BREACH, INJURY OR DAMAGE, EXCEPT AS TO THE ISSUE OF THE TOWNSHIP OF NORTHVILLE APPROVING PERMITS OR SITE PLANS, WHICH PURCHASER RETAINS THE RIGHT TO BRING SUIT IN A COURT OF COMPETENT JURISDICTION. UPON A SIGNED AGREEMENT BY THE PARTIES, ANY DISPUTE, CONTROVERSY OR CLAIM HEREUNDER MAY BE SUBMITTED TO BINDING ARBITRATION AND SETTLED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (COMMERCIAL RULES), AND JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF FOR ENFORCEMENT.

15.13 Attorneys Fees. In the event either party commences litigation, arbitration or other action to enforce such party's rights or the other party's obligations under this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees, witness fees, expert fees, paralegal expense, and other litigation costs and expenses associated therewith. For purposes hereof, "**Prevailing Party**" shall mean the party who obtains a final non-appealable order of enforcement, similar remedy or a judgment or award against the other party or dismissal or similar relief against the other party's claim or, in the event of a counterclaim or cross claim, a judgment which exceeds any claim, counterclaim, cross claim, judgment or award of the other party.

15.14 Non-Liability of Township Officials and Employees. No Township official, officer, employee, board member or commission member (elected or appointed), attorney, consultant, advisor, agent or representative shall be personally liable to Purchaser or its owners, officers, directors, managers, employees, representatives, agents or contractors for any default or breach by the Township of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party.

15.15 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or assigns.

15.16 No Third-Party Rights. This Agreement confers no rights or remedies on any third party.

15.17 Continued Effect. The agreements, undertakings, covenants, representations and warranties set forth in this Agreement shall survive and continue in full force and effect notwithstanding the Closing and the conveyance of title to the Property, and shall not be merged with the Deed.

15.18 Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of the successors and assigns of Seller and Purchaser.

15.19 Proper Execution and Effective Date. This Agreement shall have no binding force or effect unless and until it has been executed and delivered by both Seller and Purchaser. For purposes of this Agreement, the “**Effective Date**” shall be the latest date set forth on the signature page below, by Seller and Purchaser.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

SELLER:

Dated: _____, 2022

CHARTER TOWNSHIP OF NORTHVILLE,
a Michigan Charter Township

By: _____
Todd Mutchler
Its: Manager

By: _____
Roger Lundberg
Its: Clerk

Dated: _____, 2022

PURCHASER:
SCHAFFER DEVELOPMENT 5 AND RIDGE, LLC
By: _____
Printed Name: Steven Schaffer
Its: Member

EXHIBITS

- Exhibit A – The Original Parcel
- Exhibit B – The Property
- Exhibit C- The Concept Plan
- Exhibit D - The Covenant Deed

ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT

First American Title Insurance Company hereby acknowledges receipt of the Deposit required under Article 3 of the foregoing Agreement, and agrees to hold the Deposit under the terms specified in the Agreement.

FIRST AMERICAN TITLE INSURANCE
COMPANY

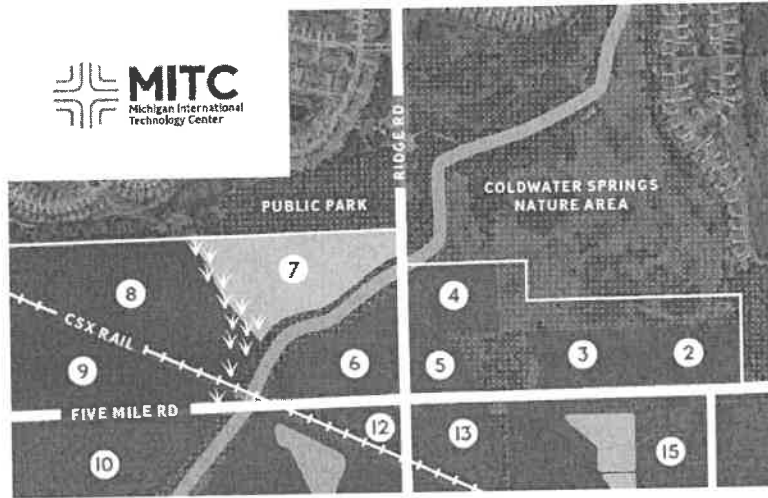
By: _____
Name: _____
Its: _____

Exhibit A

The Original Parcel

Exhibit B

The Property – Part of Parcel I.D. # 071-990-002 (Sites 7 + 8)



Site 7

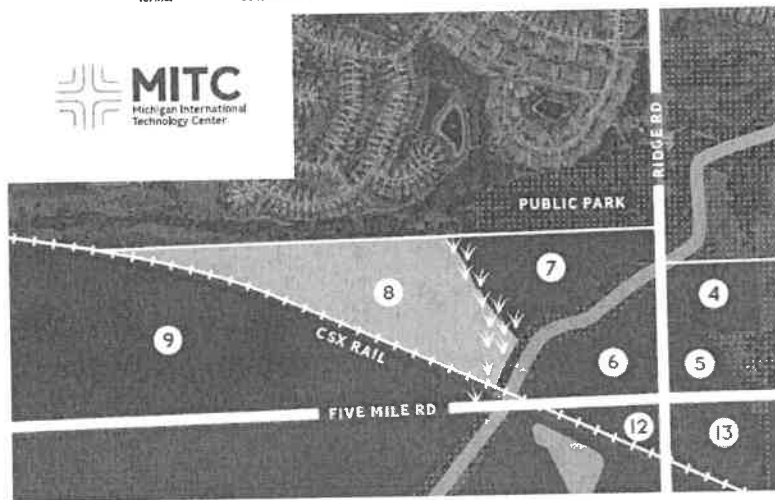
15 Acres +/- (Net)
Northville Township
Michigan

PROPERTY DETAILS

Zoned: Office/Research/Tech
Parcel ID: 071-990-0002
Location: NW Corner of 5 Mile Rd. and Ridge Rd.
Sub-dividable: No
Utilities: In Proximity
Current Owner: Northville Township
Terms: Contact Owner

ADDITIONAL FEATURES

- Public park adjacent to site
- Stream at back of site
- Strong R&D region
- Close to amenities
- Easy access to freeway



Site 8

24 Acres +/- (Net)
Northville Township
Michigan

PROPERTY DETAILS

Zoned: Office/Research/Tech
Parcel ID: 071-990-0002
Location: NW of Ridge Rd. and 5 Mile Rd
Sub-dividable: No
Utilities: Available, Requires Extension
Current Owner: Northville Township
Terms: Contact Owner

ADDITIONAL FEATURES

- Access provided off of Ridge Road
- Stream at East side of site
- Strong R&D region
- Close to amenities
- Easy access to freeway

Exhibit D

COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan charter township (“Grantor”), whose address is 44405 Six Mile Road, Northville, Michigan 48168, for and in consideration of the sum set forth in the Real Estate Transfer Tax Valuation Affidavit filed simultaneously with this Deed, grants, bargains, sells, assigns and conveys to the _____ whose address is _____ (“Grantee”), the following real property (the “Property”) situated in the Township of Northville, County of Wayne, State of Michigan, to wit:

See attached EXHIBIT 1.

TOGETHER WITH Grantor’s interest in all air, oil, gas, mineral and riparian rights, and all hereditaments, improvements, appurtenances, reversions, remainders, rents, issues and profits belonging or in any way appertaining to the Property, all land lying in the bed of any street, road or avenue adjoining the Property to the centerline thereof, and all easements, whether or not recorded, strips and rights of way abutting, adjacent, contiguous, or adjoining the Property.

TO HAVE AND TO HOLD the Property unto the Grantee, Grantee's heirs, successors and assigns, in fee simple forever. Grantor covenants and agrees that the Property is free from encumbrances created by Grantor, and any special assessments, except for those matters to which this conveyance is made subject, and that Grantor will covenant and defend the Property unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no other claims or persons.

SUBJECT TO the matters contained in attached EXHIBIT 2.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

(Signatures appear on following page)

Date: _____, 2021.

CHARTER TOWNSHIP OF
NORTHVILLE, a Michigan charter
township

By: _____
Printed Name: Todd Mutchler
Its: Township Manager

And by: _____
Printed Name: Roger Lundberg
Its: Township Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing Covenant Deed was acknowledged before me this ____ day of _____ 2021, by Todd Mutchler and Roger Lundberg, the Township Manager and the Township Clerk, respectively, of the Charter Township of Northville, a Michigan charter township, on behalf of the Township.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in _____ County, Michigan

County Treasurer's Certificate		City Treasurer's Certificate
Drafted By:	When recorded return to: Grantee	Send subsequent tax bills to: Grantee

Tax I.D. No.: _____
Exempt from Real Estate Transfer Tax pursuant to MCL 207.505(5)(h)(i) and MCL 207.526(6)(h)(i)

EXHIBIT 1
LEGAL DESCRIPTION

Tax Item No. _____

**Board of Trustees
Request for Action**

5.J

Meeting Date:	April 21, 2022
Agenda Item:	CWW – Highland Park Resolution
Department:	Supervisor
Support & Background Information:	See attached resolution.
Budget Impact:	None
Suggested Motion:	Motion to approve the resolution demanding that impacted GLWA member communities not be responsible for the City of Highland Park’s GLWA debt.

BOT Comments/Questions:

Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		
		Frush		
		Herrmann		
		Jankowski		
		Roosen		

RESOLUTION 2022-

At a regular meeting of the Board of Trustees of the Charter Township of Northville, held on Thursday, April 21, 2022 at 7:00 p.m. at the Northville Township Hall, the following information was offered:

WHEREAS the Charter Township of Northville is comprised of 31,758 residents and 295 businesses who receive their water from Great Lakes Water Authority; and

WHEREAS Wayne County receives water services from the Great Lakes Water Authority (GLWA) and the Charter Township of Northville is a paying member of the GLWA; and

WHEREAS the State of Michigan has a direct role in GLWA providing water services to the City of Highland Park; and

WHEREAS the State of Michigan requested then Detroit Water and Sewerage Department (DWSD) provide emergency water services to the City of Highland Park because the State of Michigan determined Highland Park's water treatment plant was creating a public health risk to its residents; and

WHEREAS on November 12, 2012 the State of Michigan stated the repairs to the water treatment plant were to be completed in 3-4 days; and

WHEREAS neither the State of Michigan or the City of Highland Park repaired the water treatment plant and it remains shuttered to this day; and

WHEREAS the City of Highland Park has paid less than 1% of their water services charges since 2012; and

WHEREAS since 2012 Highland Park has accumulated \$54,233,700 in debt to GLWA for both water and sewer services. Should their payment pattern continue, this debt will rise to \$60,977,600 by the end of FY 2023; and

WHEREAS the City of Highland Park's debt has now been allocated to the 87 other GLWA member communities, including the Charter Township of Northville; and

WHEREAS of the \$54,233,700 debt Highland Park has accumulated since 2012 \$180,900 has been charged to the paying members in the Charter Township of Northville community; and

WHEREAS of the \$60,977,600 debt that will be accumulated by the end of 2023, a total of \$200,900 will have been charged to the paying members in the Charter Township of Northville community;

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The Charter Township of Northville hereby requests the State of Michigan and the Great Lakes Water Authority do not require the 87 paying member communities to pay for the City of Highland Park's debt to GLWA.
2. The Charter Township of Northville will NOT pay any more towards Highland Park's debt for FY 2022 and will NOT pay towards the debt in FY 2023 or beyond.
3. The Charter Township of Northville hereby requests the State of Michigan to become directly involved in solving this dispute.
4. The Charter Township of Northville hereby requests the State of Michigan reimburse Charter Township of Northville for the \$180,900 that has already been paid towards this debt.
5. The Charter Township of Northville hereby implores the State of Michigan to develop a long-term infrastructure solution to address the water and sewer issues in Highland Park.
6. The Charter Township of Northville calls on the State of Michigan and the legislature to create a system in which this situation of non-payment and communities being charged the non-payment cannot happen in the future.
7. The Charter Township of Northville hereby requests that our state legislators and our Wayne County Commissioners call on the State of Michigan to not require impacted member partner communities to pay for the City of Highland Park's debt to the GLWA and that the State of Michigan reimburse the debt amounts already paid.


AYES:

NAYS:

ABSENT:

RESOLUTION DECLARED ADOPTED:

I, Roger Lundberg, Clerk of the Charter Township of Northville, County of Wayne, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution of action approved by the Board of Trustees at their regular meeting held on March 17, 2022 at 44405 Six Mile Road, Northville, Michigan 48168.



Roger Lundberg, Clerk



BOARD OF TRUSTEES

Mark J. Abbo, *Supervisor*
Roger Lundberg, *Clerk*
Jason Rhines, *Treasurer*
Scott Frush, *Trustee*
Mindy Herrmann, *Trustee*
Cynthia Jankowski, *Trustee*
Christopher Roosen, *Trustee*

April __, 2022

Great Lakes Water Authority
Attn: Treasury
P.O. Box 441370
Detroit, Michigan 48244-1370

RE: (month) 2022 Remittance – Account No. _____

Dear Sir or Madam:

On behalf of the Charter Township of Northville, enclosed please find the Charter Township of Northville remittance for monthly fixed and water usage charges invoiced under statement dated _____, 2022 in the amount of \$_____.

Additionally, enclosed is the Charter Township of Northville recent Resolution requesting that the State of Michigan take appropriate action to resolve the City of Highland Park's debt issue to the GLWA while leaving our communities whole.

As indicated, the Charter Township of Northville is resolute that it will no longer continue to pay for Highland Park's debt for the fiscal year 2022, nor Highland Park's debt in the future. With that understanding, the amount remitted reflects what is owed by the Charter Township of Northville for water services, less any amount attributable to the referenced City of Highland Park water debt for fiscal year 2022 (\$1667 per month). It should be noted that any amount related to Highland Park's debt has been placed in retainage and can be verified on a quarterly basis.

Should you have any questions, please contact the undersigned.

Very truly yours,

Enclosures



The Governing Voice for
700,000 Wayne County Residents

CWW Represents:

Cities: Belleville, Dearborn, Dearborn Heights, Garden City,
Inkster, Livonia, Northville, Plymouth, Romulus, Wayne and Westland

Townships: Canton Charter Township, Huron Charter Township, Northville Charter Township,
Plymouth Charter Township, Redford Charter Township, Sumpter Township and
Van Buren Charter Township

Resolution 2022-001

DEMANDING IMPACTED GLWA MEMBER COMMUNITIES NOT BE RESPONSIBLE FOR THE CITY OF HIGHLAND PARK'S GLWA DEBT

WHEREAS the Conference of Western Wayne (CWW) is comprised of 18 member communities and over 730,000 residents; and

WHEREAS Wayne County receives water services from the Great Lakes Water Authority (GLWA) and all 18 CWW members are paying members of the GLWA; and

WHEREAS the State of Michigan has a direct role in GLWA providing water services to the City of Highland Park; and

WHEREAS the State of Michigan requested then Detroit Water and Sewerage Department (DWSD) provide emergency water services to the City of Highland Park because the State of Michigan determined Highland Park's water treatment plant was creating a public health risk to its residents; and

WHEREAS on November 12, 2012 the State of Michigan stated the repairs to the water treatment plant were to be completed in 3-4 days; and

WHEREAS neither the State of Michigan or the City of Highland Park repaired the water treatment plant and it remains shuttered to this day; and

WHEREAS the City of Highland Park has paid less than 1% of their water services charges since 2012; and

WHEREAS since 2012 Highland Park has accumulated \$54,233,700 in debt to GLWA for both water and sewer services. Should their payment pattern continue, this debt will rise to \$60,977,600 by the end of FY 2023; and

Motion to approve the resolution as presented by Huron Township, seconded by the City of Inkster.

I attest that this is a true and correct copy of the resolution adopted at the direction of the CWW Board of Directors at its regular meeting held on March 11, 2022 in the City of Wayne.

X 

Mayor John Rhaesa
CWW Chairman of the Board

Ayes:

City of Belleville
City of Dearborn
City of Dearborn Heights
City of Garden City
City of Inkster
City of Livonia
City of Northville
City of Plymouth
City of Romulus
City of Wayne
City of Westland
Canton Charter Township
Huron Charter Township
Northville Charter Township
Plymouth Charter Township
Redford Charter Township
Sumpter Township
Van Buren Charter Township

Nays: None

Absent: City of Northville, City of Westland

March __, 2022

Governor Gretchen Whitmer
P.O. Box 30013
Lansing, Michigan 48909

Re: Impact of Highland Park's Nonpayment of Water and Sewer Charges on the Conference of Western Wayne Communities

Dear Governor Whitmer:

Conference of Western Wayne (CWW) communities receive water and/or sewer services from the Great Lakes Water Authority (GLWA). Highland Park receives water and sewer services from GLWA, as well.

The state of Michigan has a direct role in the city of Detroit, now GLWA, providing water services to Highland Park. By way of background, the state of Michigan requested the Detroit Water & Sewerage Department (DWSD) provide emergency water services to Highland Park because the state of Michigan determined the city's water treatment plant was creating a public health risk to its residents. On November 12, 2012, the state of Michigan represented the repairs to the water treatment plant were to be completed in 3-4 days. Neither the state of Michigan nor Highland Park repaired the water treatment plant, and it remains shuttered to this date.

Highland Park's payment history for these critical services is troubling. Highland Park has paid less than 1% of the water services charges since 2012. Highland Park paid approximately 50% of the sewer services charges from 2013 through March 2021.

Since April 2021, Highland Park has not made any payments for GLWA's sewer services.

When Highland Park does not pay, the costs are borne by the other member partner communities receiving GLWA's water and sewer services. By the end of the current fiscal year, Highland Park's water and sewer services arrearages will exceed \$54,233,700, if no payments are made. If this pattern continues, Highland Park's arrearages will exceed \$60,977,600 million by the end of FY 2023.

Of the \$54,233,700 allocated to GLWA's member partners, CWW communities have been allocated \$14,600,600 of Highland Park's arrearages. For FY 2023 charges, CWW communities have been allocated \$1,797,600. A breakdown of each CWW communities' allocation is attached. On behalf of the CWW communities and other impacted member partner communities, we are asking for greater involvement from the State in resolving this dispute. I would ask that you contact Suzanne Coffey, GLWA's Interim Chief Executive Officer, on how you can assist in resolving this dispute.

Sincerely,

Cc: Suzanne.Coffey@glwater.org; Randal.Brown@glwater.org

CWW Community	Allocation to Date (\$)	Allocation in FY 2023 Charges (\$)
CWW Water System Member Partners		
Belleville	10,200	1,200
Canton Township	330,000	36,900
Dearborn Heights	116,900	13,000
Garden City	53,600	5,900
Huron Township	47,500	5,300
Inkster	42,700	4,500
Livonia	378,400	40,600
Northville	25,200	2,700
Northville Township	180,900	20,000
Plymouth	34,700	3,900
Plymouth Township	143,200	15,800
Romulus	134,300	15,300
Sumpter Township	21,500	2,400
Van Buren Township	110,600	12,500
Wayne (City)	99,900	11,400
Westland	197,700	21,900
CWW Sewer System First Tier Member Partners		
Wayne County Rouge Valley	8,894,600	1,123,200
Wayne County Area #3	5,300	1,000
CWW Water and First Tier Sewer System Member Partners		
Dearborn	3,640,900	443,500
Redford Township	132,500	16,600
CWW TOTAL (\$)	14,600,600	1,797,600
Other Wayne County Communities, excluding Detroit (\$)	3,889,800	462,000
Detroit (\$)	1,392,300	151,600
Total, Wayne County	\$19,882,700	\$2,411,200

Community

Monthly Debt Amount Charged by GLWA

WATER DEBT CHARGES ONLY
Belleville
Canton Township
Dearborn Heights
Garden City
Huron Township
Inkster
Livonia
Northville
Northville Township
Plymouth
Plymouth Township
Romulus
Sumpter Township
Van Buren Township
Wayne
Westland
WATER AND SEWER DEBT CHARGED
Dearborn
Redford Township
*Water numbers do not include any passed
down charges from Rouge Valley or Area #3

WATER DEBT MONTHLY CHARGES
\$100
\$3,075
\$1,083
\$492
\$442
\$375
\$3,383
\$225
\$1,667
\$325
\$1,317
\$1,275
\$200
\$1,042
\$950
\$1,825
WATER AND SEWER DEBT MONTHLY CHARGES
\$36,958
\$1,383

5.K

Board of Trustees Request for Action				
Meeting Date:	April 21, 2022			
Agenda Item:	<u>Resolution to Approve the Fiduciary Agreement for the Michigan Indigent Defense Commission Act Grant and the Agreement for Payment of Local Share Pursuant to Michigan Indigent Defense Commission Act</u>			
Department:	Finance			
Support & Background Information:	<p><u>Fiduciary Agreement for the Michigan Indigent Defense Commission Act Grant:</u></p> <p>The Michigan Indigent Defense Commission has a grant program to help fund indigent defense services in excess of an indigent criminal defense systems' local share. Under MIDC rules, the 35th District Court is not an eligible recipient of such grant funding, it must be one of the shared local communities who accepts and administers the grant.</p> <p>Canton Township has accepted the role of fiduciary of the MIDC's grant. For this service, each local community shall pay Canton Township an annual sum of \$3,000. This responsibility includes the creation of a new fund within Canton Township's ledger which will account for the local share, grant proceeds, and related expenditures.</p> <p><u>Agreement for Payment of Local Share Pursuant to Michigan Indigent Defense Commission Act:</u></p> <p>The local share is the portion of Indigent expenses that the Court has historically been funding. When the grant was established, the Court was required to continue funding at the average amount they had paid for three previous years, plus an inflation factor. This local share must be contributed before the grant proceeds will be applied. This is treated as a shared-cost based on caseload to the communities.</p> <p>Canton Township is formally recognizing this process and requesting that the Court provide the local share to Canton, so that it can be account for the local share within the appropriate fund.</p>			
Budget Impact:	The Township's public safety fund will be responsible for the \$3,000 payment to Canton Township. At this time, no budget amendment is deemed necessary.			
Suggested Motion:	<p>Motion to Approve a Resolution to Approve the following two agreements:</p> <ol style="list-style-type: none"> 1. <u>Fiduciary Agreement for the Michigan Indigent Defense Commission Act Grant</u> 2. <u>Agreement for Payment of Local Share Pursuant to Michigan Indigent Defense Commission Act</u> 			
BOT Comments/Questions:				
Follow-up:	M/S	BOARD MEMBER	YES	NO
		Abbo		
		Lundberg		
		Rhines		

STATE OF MICHIGAN
COUNTY OF WAYNE
IN THE 35TH JUDICIAL DISTRICT

AGREEMENT FOR PAYMENT OF LOCAL SHARE PURSUANT TO
MICHIGAN INDIGENT DEFENSE COMMISSION ACT

This AGREEMENT is hereby entered into between the Charter Township of Canton, the Charter Township of Plymouth, the Charter Township of Northville, the City of Plymouth, the City of Northville, and the 35th District Court pursuant to

RECITATIONS:

Public Act No. 93 of 2013 (MCL 780.981 *et seq.*) created the Michigan Indigent Defense Commission Act (herein the “Act”).

Section 5 of the Act called for the creation of the Michigan Indigent Defense Commission (herein the “MIDC”), and required the MIDC to create “minimum standards for the local delivery of indigent criminal defense services providing effective assistance of counsel to adults throughout the state.” MCL 780.985.

The MIDC was also tasked with adopting minimum standards, rules and procedures to effect the statutory requirement that, among others, delivery of indigent defense services *must be independent* of the judiciary. MCL 780.991(1)(a).

The MIDC proposed Minimum Standard 5, which was approved by the Department of Licensing and Regulatory Affairs on October 29, 2020.

Minimum Standard 5 provides, among other things, that:

The court’s role shall be limited to: informing defendants of right to counsel; making a determination of indigency and entitlement to appointment; and, if deemed eligible for counsel and absent a valid waiver, referring the defendant to the appropriate agency. Judges are permitted and encouraged to contribute information and advice concerning the delivery of indigent criminal

defense services, including their opinions regarding the competence and performance of attorneys providing such services.

Following the approval of Minimum Standard 5, courts, including the 35th District Court, or employees reporting to the judiciary, including the 35th District Court, can no longer select, approve, or pay for lawyers and associated services or expenses related to the delivery of indigent defense services.

The MIDC set up a grant program to help fund indigent defense services in excess of an indigent criminal defense systems' local share; however, in order to be eligible for a grant, the indigent defense system must submit a plan describing how minimum compliance with the MIDC Standards will be met must be submitted and approved.

Because Minimum Standard 5 prohibits the judiciary from paying for lawyers and associated services and expenses related to the delivery of indigent defense services, the 35th can no longer issue payment for invoices from attorneys appointed for indigent adults.

However, because the Court is a self-funded court, all funds related to court operations are collected and retained by the Court, including the local share that must be expended prior to the use of the MIDC grant for payment of indigent defense services.

The Court must, therefore, convey local share required to pay for indigent defense counsel services and expenses to an eligible indigent criminal defense system that has established a 206 – Indigent Defense Fund.

Pursuant to an agreement between Canton, Plymouth Township, Plymouth, Northville Township, and Northville, Canton has agreed to act as the fiduciary for the MIDC grant on behalf of the other communities, and has therefore added a Fund, 260 – Indigent Defense Fund, to its budget and financial reporting.

Accordingly, the Court and the Communities agree that the local share for indigent defense counsel services shall be paid to Canton, in accordance with the terms and conditions set forth herein.

The parties now desire to memorialize their agreement in writing.

IT IS HEREBY AGREED TO BETWEEN THE PARTIES:

1. The Court shall pay to Canton the local share for the 35th District Court indigent criminal defense system.

2. Local share is defined in the Act as:

...an indigent criminal defense system's average annual expenditure for indigent criminal defense services in the 3 fiscal years immediately preceding the creation of the MIDC under this act, excluding money reimbursed to the system by individuals determined to be partially indigent. Beginning on November 1, 2018, if the Consumer Price Index has increased since November 1 of the prior state fiscal year, the local share must be adjusted by that number or by 3%, whichever is less.

MCL 780.993(i).

3. Payment of the local share shall be made to Canton annually on or before...

4. Canton hereby agrees to accept the local share, and shall deposit/account for same in its duly established 260 – Indigent Defense Fund account, along with the MIDC grant funds.

5. The local share may only be used for the purposes authorized by the Act.

6. Canton may invest the local share in accordance with the requirements of MCL 129.91.

7. Canton shall adopt a budget for all activities within the Fund 260 in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*

8. All expenditures from Fund 260 shall be approved by the Canton Board in accordance with MCL 41.75.

9. In the event that the local share plus the MIDC grant is insufficient cover the cost of indigent defense services in the [calendar/fiscal] year, the shortfall shall be billed to the Court, of which funds will be disbursed to Canton from the fines and fees collected on behalf of the Communities held at the Court. The payment shall be made within 30 days of receipt of such invoice.
10. In accordance with a certain Fiduciary Agreement between the Communities, the Court hereby agrees to invoice Plymouth Township, Plymouth, Northville Township and Northville for the administrative fee associated with Canton Township's acting as the fiduciary for the MIDC Grant. The annual fee of \$12,000 shall be equally divided in four, and shall be payable to the Court within 30 days of receipt of an invoice. Within 30 days of receipt of payment, the Court shall transfer the funds to Canton.
11. The 35th District Court hereby agrees to cooperate with Canton Township in the preparation of the Compliance Plan and Costs Analysis Renewal required for the annual application for the MIDC Grant, including, but not limited to, the 35th District Court timely responding to requests from Canton Township for statistical data and other information necessary to complete the Compliance Plan and Costs Analysis Renewal.
12. Where ever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalidated under applicable, law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.
13. This Agreement shall be not effective until approved by the 35th District Court and by resolution of each Community's respective Board, Council or Commission. This Agreement may be signed in counterparts.
14. Any amendments, modifications, alterations or changes to this Agreement shall only effective upon approval by the 35th District Court

and resolution by each Community's respective Board, Council or Commission.

[SIGNATURES BEGIN ON THE NEXT PAGE]

For the 35th District Court:

By:
Its:

Dated: _____

For the Charter Township of Canton:

By:
Its:

Dated: _____

For the Charter Township of Northville:

By:
Its:

Dated:_____

For the Charter Township of Plymouth:

By:

Its:

Dated: _____

For the City of Northville:

By:
Its:

Dated: _____

For the City of Plymouth:

By:
Its:

Dated:_____

STATE OF MICHIGAN
COUNTY OF WAYNE
IN THE 35TH JUDICIAL DISTRICT

FIDUCIARY AGREEMENT FOR MICHIGAN INDIGENT DEFENSE COMMISSION
ACT GRANT

This FIDUCIARY AGREEMENT is hereby entered into between the Charter Township of Canton, the Charter Township of Plymouth, the Charter Township of Northville, the City of Plymouth, and the City of Northville, pursuant to the authority granted under the Urban Cooperation Act of 1967, Act 7 of the Public Acts of 1967 (MCL 124.501 *et seq.*)

RECITATIONS:

The parties hereto comprise the funding units of the 35th District Court, a district of the third class in accordance with MCL 600.8121(20) (collectively referred to herein as the “Communities”).

As the funding units of the 35th District Court, the parties are also deemed the indigent criminal defense system in accordance with MCL 780.983(h)(ii) (herein “System”).

As the System for the 35th District Court, the parties are jointly responsible for compliance with the Michigan Indigent Defense Commission standards, rules, and procedures established pursuant to the Michigan Indigent Defense Commission Act (Act 93 of the Public Acts of 2013, being MCL 780.981 *et seq.*) (herein the “Act”).

The MIDC proposed Standard 5, which was approved by the Department of Licensing and Regulatory Affairs on October 29, 2020.

Standard 5 provides, among other things, that:

The court’s role shall be limited to: informing defendants of right to counsel; making a determination of indigency and entitlement to appointment; and, if deemed eligible for counsel and absent a valid waiver, referring the defendant to the appropriate agency. Judges are permitted and encouraged to contribute information and advice concerning the delivery of indigent criminal defense services, including their opinions regarding the competence and performance of attorneys providing such services.

Following the approval of Standard 5, courts, including the 35th District Court, or employees reporting to the judiciary, including the 35th District Court staff, can no longer select, approve, or pay for lawyers and associated services or expenses related to the delivery of indigent defense services.

The MIDC set up a grant program to help fund indigent defense services in excess of an indigent criminal defense systems' local share; however, in order to be eligible for a grant, the indigent defense system must submit a plan describing how minimum compliance with the MIDC Standards will be met must be submitted and approved.

Because Standard 5 prohibits the judiciary from paying for lawyers and associated services and expenses related to the delivery of indigent defense services, the 35th District Court is not eligible to receive the grant, nor may it pay any expenses related to the delivery of indigent criminal defense services.

Accordingly, one of the funding units comprising the System must be designated as the recipient of the MIDC Grant, and must further undertake all necessary actions to apply for, receive, maintain, and report on the Systems' compliance with the requirements of the Act.

Canton has agreed to act in the role of fiduciary with respect to the MIDC Grant, and the remaining Communities have agreed to pay Canton an administrative fee as consideration for Canton acting in this role.

The parties now desire to memorialize their agreement in writing.

IT IS HEREBY AGREED TO BETWEEN THE PARTIES:

1. Canton is hereby authorized to sign the Grant Agreement with the State of Michigan, Michigan Indigent Defense Commission, Department of Licensing and Regulatory Affairs on behalf of the Communities, and for all related purposes shall be considered the "Grantee" of the MIDC Grant.
2. Canton shall create a 260 – Indigent Defense Fund in its chart of accounts to record transactions related to the delivery of indigent defense services in the 35th District Court.
3. The MIDC Grant received by Canton shall be accounted for in the 260 Fund, and shall be incorporated into a budget approved annually by the Canton Board of Trustees as required by the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*
4. Canton shall prepare and submit annually the required Compliance Plan and Cost Analysis Renewal in accordance with the deadlines set by the MIDC.
5. The Communities agree that the System will utilize the Regional Managed Assigned Counsel Office in Dearborn to administer compliance with MIDC Minimum Standards 1 – 4, and Minimum Standard 5 will be administered by the Regional Managed Assigned Counsel Office with respect to selection and assignment of counsel, attorney compensation, and approval of requests for expert and investigative assistance, and by Canton with respect to the payment for attorneys and associated services and/or expenses.

6. All requests for payments from the Regional Managed Assigned Counsel Office shall be approved by the Canton Board of Trustees in accordance with MCL 41.75.
7. Canton shall undertake the monitoring and reporting requirements of the Grant Agreement, including the submission of quarterly financial status reports on the forms provided by the MIDC and in compliance with the deadlines established by the MIDC, including the initial and final financial status reports for each fiscal year.
8. In exchange for acting as the fiduciary for the MIDC Grant and compliance with the various requirements, Plymouth Township, Plymouth, Northville Township and Northville each agree to pay to Canton an annual administrative fee of \$12,000, divided equal between these four communities. In accordance with a certain Agreement between the Communities and the 35th District Court, the 35th District Court shall invoice Plymouth Township, Plymouth, Northville Township and Northville for their respective share, and remit the funds to cover the administrative fee to Canton.
9. Where ever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalidated under applicable, law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.
10. This Fiduciary Agreement shall be not effective until approved by resolution of each Community's respective Board, Council or Commission. This Agreement may be signed in counterparts.
11. Any amendments, modifications, alterations or changes to this Agreement shall only effective upon approval by resolution by each Community's respective Board, Council or Commission.

[SIGNATURES BEGIN ON THE NEXT PAGE.]

For the Charter Township of Canton:

By:
Its:

Dated:_____

For the Charter Township of Northville:

By:
Its:

Dated: _____

For the Charter Township of Plymouth:

By:

Its:

Dated: _____

For the City of Northville:

By:
Its:

Dated: _____

For the City of Plymouth:

By:
Its:

Dated: _____

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (“Agreement”) is entered into as of April __, 2022 between the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan Charter Township, with offices at 44405 Six Mile Road, Northville, Michigan 48168 (“**Seller**” or “**Township**”) and **NORTHVILLE LUMBER CO.**, a Michigan Corporation, on behalf of itself or another entity to be formed, with offices at 615 Base Line Road, Northville, Michigan 48167 (“**Purchaser**”). Seller and Purchaser are sometimes individually referred to as a “**party**” and jointly as the “**parties.**”

R E C I T A L S :

A. Seller is the owner of certain vacant real property located in the Township of Northville, Wayne County, Michigan, identified as the Michigan International Technology Center Redevelopment Area (“**MITCRA**”), and specifically for purposes of this Agreement, a parcel bounded by Napier Road to the west, Five Mile Road to the south, the DTE sub-station and CSX railroad tracks to the north and a north-south line to be determined to the east, consisting of +/- 25 acres, with legal description to be determined by certified survey obtained by Purchaser at its cost, and agreeable to the parties, (defined in Section 4.2), generally depicted in attached **Exhibit A (“Property”)**, which is part of a larger parcel identified in attached **Exhibit B (“Original Parcel”)**.

B. Seller desires to sell the Property to Purchaser, and Purchaser desires to purchase the Property from Seller, pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties, in consideration of the covenants, undertakings and agreements set forth below, agree as follows:

ARTICLE 1 PURCHASE AND SALE

Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell and convey by Covenant Deed to Purchaser, and Purchaser agrees to purchase the Property from Seller.

ARTICLE 2 PURCHASE PRICE

The total purchase price for the Property shall be the result of One Hundred Thousand Dollars (\$100,000.00) multiplied by the number of buildable acres, which is approximately 25 +/-, to be determined (the “**Purchase Price**”). The Purchase Price shall be paid at Closing (defined in Section 6.1), less the Deposit (defined in Article 3), less Purchaser’s credit on Purchase Price referred to as

Purchaser's Development Credit, less the Seller's payment towards the Survey cost, and subject to the adjustments and pro-rations set forth herein. The number of buildable acres in the Land shall be defined as net of existing and future road rights of way. Such gross and net land areas shall be determined by the Surveyor identified in Section 4.2, and the number of buildable acres and final size and configuration of the Property shall be approved by Seller and Purchaser.

ARTICLE 3 DEPOSIT

Within three (3) Business Days following the Effective Date (identified in Section 15.19), Purchaser shall deposit with First American Title Insurance Company, 300 E. Long Lake Road, Suite 300, Bloomfield Hills, MI 48304, Attention: Patricia Meadows-Smith (the "**Escrow Agent**" or "**Title Company**") an earnest money deposit in the amount of Fifty Thousand (\$50,000.00) Dollars (the "**Deposit**"), the receipt of which shall be acknowledged by Escrow Agent by signing below. The Deposit shall be held by Escrow Agent in a non-interest bearing account and paid to Seller at the Closing or otherwise disbursed as provided in this Agreement. If the Deposit is not timely delivered to Escrow Agent, this Agreement shall be automatically terminated and Seller and Purchaser shall be relieved of all further obligations hereunder.

ARTICLE 4 INVESTIGATIONS, SURVEY AND TITLE

4.1 Investigation Period. Purchaser shall have a period of one hundred eighty (180) calendar days from the Effective Date (the "**Investigation Period**") to determine if the Property is suitable for Purchaser's proposed use, and to conduct such inspections, investigations, examinations (including environmental examinations), appraisals and tests of the Property (collectively, "**Investigations**") as Purchaser shall desire. An additional option period of ninety (90) days may be utilized by Purchaser to extend the Investigation Period ("Extension Period"). Twenty-Five Thousand Dollars (\$25,000.00) of the Deposit shall become non-refundable in the event Purchaser exercises the Extension Period; the said Twenty-Five Thousand Dollars (\$25,000.00) shall still be applied to the Purchase Price at time of Closing.

Seller shall upon reasonable prior notice permit Purchaser, its representatives and consultants access to the Property for the purpose of conducting the Investigations. Purchaser shall notify Seller of all Investigations and shall provide Seller with copies of all reports (including environmental), topographical and other surveys, engineering and results generated thereby, after receipt by Purchaser. Purchaser shall be solely responsible for Purchaser's and its representatives' and consultants' conduct on the Property during the Investigations, shall assume and pay for all costs incurred in connection therewith, and shall indemnify, defend, release and hold Seller harmless from and against any costs, claims, liens, damages, losses and liabilities arising from or related to the Investigations. If any Investigations or related activities shall cause damage to the Property, in the event this transaction is not consummated, Purchaser shall, at its sole expense, repair any damage and return the Property to its condition prior to the Investigations, except for any damage to agricultural crops and farming operations on the Property. During the Investigation Period, Purchaser will make reasonable efforts to minimize disruption, by such Investigation, to existing farming operations, if any. Purchaser will exercise reasonable caution to minimize damage

to existing crops and other agricultural operations on the Property, but in no event shall Purchaser or Purchaser's agents be held liable for said damage even if deemed excessive, willful, and/or unnecessary. Seller recognizes the existing condition of the Property and grants Purchaser full and unobstructed access to any portion of the Property for Purchaser's Inspections. Purchaser shall obtain and maintain appropriate insurance with respect to the aforesaid matters from an insurer and with coverage limits acceptable to Seller, naming Seller as an additional insured, and shall provide Seller with a reasonable certificate of insurance evidencing such coverage prior to Purchaser accessing the Property. Purchaser's obligations hereunder shall survive Closing or termination of this Agreement.

If in its sole discretion Purchaser decides it is not satisfied with the Property for any reason, Purchaser shall be entitled to issue a Cancellation Notice (defined in Section 14.2) to Seller by 4:00 pm EDT of the final day of the Investigation Period, including any exercised option period ("**Investigation Deadline**") with a copy to Escrow Agent. In that case, the Deposit shall be promptly refunded to Purchaser by Escrow Agent, following which this Agreement shall be deemed to be terminated and of no further force or effect, except as otherwise specified in this Agreement.

4.2 Survey and Related Matters. Purchaser shall promptly order a boundary survey of the Property to be prepared by a registered land surveyor licensed in the State of Michigan and reasonably approved by Seller (the "**Surveyor**") and conforming to the requirements of PA 132 of 1970 (MCL 54.211-54.213) (the "**Survey**"). The Survey shall include a metes and bounds legal description of the Property, and shall be certified to the Seller, Purchaser and Title Company.

In addition, Purchaser shall cause to be prepared:

- (i) a survey and metes and bounds legal description of the remaining portion of the Original Parcel after exclusion of the Property, as necessary for submission of a lot split application for the Original Parcel, by Seller, for the Township's approval in accordance with its usual lot split processes, and other portions required herein; Seller shall be responsible for, at Seller's sole cost, the lot split necessary for the Property and other parcels as necessary and referred to herein;
- (ii) a survey and metes and bounds legal description of other portions of the Original Parcel as necessary as set forth herein, including but not limited to the Master Stormwater Detention Pond and Stormwater easement facility and line serving Purchaser's Property;
- (iii) a determination of the number of buildable acres in the Property; and
- (iv) a survey and metes and bounds legal description of the ROW Parcel, for potential expansion of Five Mile Road, to be delivered by Purchaser to Wayne County pursuant to Section 10.3 and other items set forth herein.

The materials identified in items (i), (ii) (iii) and (iv) and the Survey are collectively referred as the "**Survey Materials.**"

Purchaser shall cause all Survey Materials to be completed and shall provide them to Seller within one hundred twenty (120) calendar days of the Effective Date. The Survey Materials shall be subject to Seller's reasonable review and reasonable approval.

The cost of preparing and finalizing the Survey Materials shall be borne by Purchaser; provided that, at Closing, Seller shall reimburse Purchaser by giving Purchaser a credit against the Purchase Price of the actual cost of the Survey Materials required for the lot split application, and for the description of the detention pond area, and other provisions herein, not to exceed Three Thousand (\$3,000.00) Dollars.

It is agreed the metes and bounds legal description of the Property set forth in the Survey, as approved by Seller and Purchaser, shall be deemed to be the legal description of the Property for purposes of the transactions described in this Agreement, and shall be included in the Covenant Deed delivered to Purchaser at Closing.

4.3 Evidence of Title. Within thirty (30) calendar days from the Effective Date, Seller shall at its expense obtain and deliver to Purchaser a commitment for an Owner's Policy of Title Insurance from Title Company without standard exceptions, insuring Purchaser as the holder of title to the Property, in an amount equal to the Purchase Price (the "**Title Commitment**"), together with a legible copy of all recorded documents affecting the Property which constitute encumbrances against the Property or exceptions to Seller's title (the "**Title Documents**"). If the Title Commitment and Title Documents contain defects, encumbrances or exceptions which, in the opinion of Purchaser and/or Purchaser's counsel, make title to the Property unmarketable, Purchaser shall notify Seller of such defects in writing ("**Purchaser's Objections**") within twenty (20) calendar days after the date Purchaser receives the Title Commitment and Title Documents. If Purchaser fails to timely deliver Purchaser's Objections, it shall be deemed to have waived all objections and agreed to accept title in the condition forth in the Title Commitment. Seller shall have ten (10) calendar days from the date of Purchaser's Objections ("**Seller Response Deadline**") to respond to Purchaser's Objections (which response is referred to here as "**Seller's Response**"). If Seller fails to timely respond, or responds but fails to agree to eliminate Purchaser's Objections in a manner reasonably acceptable to Purchaser, then Purchaser shall have the option to issue a Cancellation Notice to Seller with a copy to Escrow Agent within three (3) Business Days of Seller's Response or the Seller's Response Deadline, whichever first occurs ("**Purchaser Cancellation Deadline**"), following which the Deposit shall be returned to Purchaser and this Agreement shall be deemed to be terminated and of no further force or effect, except as otherwise set forth herein. If Purchaser does not timely deliver the Cancellation Notice, Purchaser shall be deemed to have waived its objections and agreed to accept title subject to Purchaser's Objections.

If, prior to Closing, the Title Commitment or Survey is updated and such update discloses any new exceptions or conditions to title unsatisfactory to Purchaser ("**New Title Defects**"), Purchaser shall be entitled to deliver to Seller a written notice with respect to the New Title Defects within five (5) Business Days following Purchaser's receipt of the updated Title Commitment or updated Survey disclosing same, and the process described in the first paragraph of this Section 4.3. shall apply thereto, except the Seller Response Deadline shall be five (5) Business Days from the date of Purchaser's notification, and the Purchaser Cancellation Deadline shall be five (5)

Business Days. The Closing Date shall be extended to the extent necessary to accommodate the applicable timeframes to object and respond with regard to the New Title Defects.

References in this Agreement to “**Permitted Exceptions**” shall mean all (i) covenants, conditions, restrictions, easements, public streets and rights of way, and other matters of record, (ii) applicable restrictions and zoning as referred within this Agreement, building, land use and similar laws, ordinances, regulations and restrictions as set forth within this Agreement, after the Property has been rezoned to Industrial and the Purchaser’s site plan has been approved, (iii) discrepancies, conflicts in boundary lines, shortages in area, encroachments, any state of facts shown on the Survey, and any and all other matters which would be disclosed by an accurate survey of the Property or a physical inspection of the Property, (iv) real estate taxes which constitute a lien upon the Property, but which are not yet due and payable, and (v) requirements, defects, encumbrances or exceptions to title shown in the Title Commitment which Purchaser accepts, to which Purchaser does not timely object, or to which Purchaser is deemed to have waived objection. Seller represents that there are no special assessments and there will be no special assessments on the Property at time of Closing.

The Title Commitment shall be endorsed by the Title Company as of the Closing Date. Concurrently with the Closing, Seller shall pay for and authorize the Title Company to issue a policy of title insurance pursuant to the Title Commitment, which policy shall be an American Land Title Association Owner's Policy, Standard Form B, dated the day of Closing, and subject only to the Permitted Exceptions (the “**Title Policy**”).

4.4 Seller’s Deliverables. Within fourteen (14) business days after the Effective Date of this Agreement, Seller shall deliver to Purchaser copies of wetland studies, hazard studies, land reviews, proposed site plans, surveys or any other reviews or assessments relating to the Property which are in Seller’s possession, including but not limited to, existing plans, certified architectural/engineering surveys including soil studies and environmental reports, zoning reports and other zoning information, if any, access to all information relating to utilities and infrastructure, evidence that the Property qualifies for and is included in the Michigan Brownfield Redevelopment Program, all tax and development benefits associated with the Property resulting from the Michigan Brownfield Redevelopment Program, and an environmental questionnaire signed by Seller in a form provided by Purchaser disclosing all known environmental condition of the Property.

4.5 Financing Contingency to Close. During the Investigation Period and any Extension Period Purchaser shall pursue and obtain approval from a bank or other financial institution of the Purchaser's necessary financing to acquire and develop the Property as proposed, on the financing terms and conditions Purchaser deems acceptable, in Purchaser’s sole discretion, with evidence of approval provided to Seller before the end of the investigation and any extension period. Closing is conditioned on the bank or other financial institution providing the approved financing for purchase and construction, on terms and conditions acceptable to Purchaser.

ARTICLE 5
CONDITIONS PRECEDENT

5.1 Seller's Conditions Precedent. Seller's obligation to consummate the sale of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Seller's obligations hereunder:

- (a) Seller and Purchaser have mutually agreed upon the number of acres and final size and configuration of the Property as provided in Article 2.
- (b) Seller has approved the Survey Materials; and
- (c) Seller has approved, internally, the lot split (subject to final approval by the Township as defined in Section 5.2 (c)).
- (d) Execution and delivery of the Stormwater Easement on Seller's property for the use and benefit of Purchaser's stormwater facility to connect with the Master Stormwater Detention Pond on Seller's retained property.
- (e) Purchaser's review and acceptance of (i) the incentives package for the development of the Property as proposed by Purchaser's site plan offered to Purchaser by the Michigan Economic Development Corporation and other agencies, and (ii) the Township's grant of an Industrial Property Tax Abatement for the Property pursuant to Act 198 of 1974, codified at MCL 205.551 et seq., in accordance with Township policy.

If any of the above conditions have not been satisfied by the Closing Date, Seller shall not be obligated to close the transaction described in this Agreement and shall be entitled to issue a Cancellation Notice to Purchaser with a copy to Escrow Agent, in which case the Deposit shall be refunded to Purchaser and this Agreement shall be terminated and of no further force or effect except as otherwise provided herein.

At its election, Seller may extend the Closing Date on one occasion for up to fifteen (15) days in order for any of the unsatisfied conditions to be satisfied.

5.2 Purchaser's Conditions Precedent. Purchaser's obligation to consummate the purchase of the Property is conditioned upon the occurrence of the following, each of which constitutes a condition precedent to Purchaser's obligations hereunder:

- (a) Purchaser and Seller have mutually agreed upon the number of acres and final size and configuration of the Property as provided in Article 2.
- (b) The provisions of Article 4 have been satisfied.
- (c) Seller has approved the lot split provided for in Section 4.2. The issuance of a new

parcel identification number for the Property shall be in accordance with Wayne County's standard practice. Seller will be responsible for obtaining any lot split and new tax identification numbers at its cost, and Purchaser will cooperate in that process by providing supporting survey documentation, per Section 4.2.

- (d) Purchaser's review and acceptance of (i) the incentives package for the development of the Property as proposed by Purchaser's site plan offered to Purchaser by the Michigan Economic Development Corporation and other agencies, or (ii) the Township's grant of an Industrial Property Tax Abatement for the Property pursuant to Act 198 of 1974, codified at MCL 205.551 et seq., in accordance with Township policy.
- (e) Seller has approved the rezoning of the Property to an "Industrial District" under the Township's Zoning Ordinance, without cost to Purchaser.
- (f) Seller has approved Purchaser's final Site Plan for Purchaser's use of the Property as a lumber yard, with outdoor storage, and associated retail facility, during the Inspection Period.
- (g) Crop leases, if any, granted by Seller over the Land shall be terminated by Seller and Property vacated by lessees before Closing.
- (h) Approval of Purchaser Agreement and of sale of Property to Purchaser as proposed, by Northville Township Board of Trustees within sixty (60) days of the Effective Date.
- (i) Execution and delivery of the Development Agreement.
- (j) Approval of the Purchaser's necessary financing to acquire and develop the Property as proposed.
- (k) Seller's and Purchaser's approval of the Master Stormwater Detention Pond and plan as referred to in Section 10.6 C, and Purchaser's stormwater facilities and plan for Purchaser's Property.
- (l) Execution by Seller and Purchaser of a stormwater facility and line easement on Seller's retained property for Purchaser's stormwater facility and line use and benefit, which shall run with Purchaser's Property.
- (m) Application by Purchaser's Engineer. Purchaser's Engineer shall apply for an easement or license with CSX to bore under its railroad line for the sanitary sewer connection from the Property north to the Township's public sanitary sewer main, or other acceptable location. Seller shall support and assist obtaining the easement or license from CSX, to be executed by Purchaser once obtained.

- (n) Execution and delivery of escrow agreements, in a form mutually acceptable to the parties.

If any of the above conditions have not been satisfied by the Closing Date, Purchaser shall not be obligated to close the transaction described in this Agreement and shall be entitled to issue a Cancellation Notice to Seller with a copy to Escrow Agent, in which case the Deposit shall be refunded to Purchaser and this Agreement shall be terminated and of no further force or effect except as otherwise provided herein.

At its election, Purchaser may extend the Closing Date on one occasion for up to thirty (30) days in order for any of the unsatisfied conditions to be satisfied.

ARTICLE 6 CLOSING

6.1 Closing. The purchase and sale of the Property shall be consummated at an escrow closing (the “**Closing**”) which shall take place at the offices of the Escrow Agent beginning at 10:00 a.m. EDT, thirty (30) calendar days from the Investigation Deadline, and satisfaction of the conditions in Sections 5.1 and 5.2, whichever is later, or such other date mutually agreed to by the parties (the “**Closing Date**”).

6.2 Seller’s Closing Deliveries. At Closing:

- a. Seller shall deliver to Purchaser a duly executed Covenant Deed for the Property, subject to the Permitted Exceptions, in the form attached as **Exhibit D** (the “**Deed**”).
- b. Seller shall execute and deliver a Real Estate Transfer Tax Valuation Affidavit pursuant to PA 134 of 1966 and PA 33 of 1933, as amended;
- c. Seller shall execute and deliver an Affidavit in the form required by Title Company sufficient to remove the standard exceptions of the title commitment and policy.
- d. Seller shall execute and deliver an Affidavit in the form provided by the Title Company and acceptable to Seller, stating that Seller is not a “foreign person” as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, if required;
- e. Seller shall execute and deliver a Seller Settlement Statement setting forth the adjustments and pro-rations to the Purchase Price provided for in this Agreement;
- f. Seller shall execute and deliver such other documents as are reasonably necessary to consummate the transactions provided for by this Agreement; and

- g. Seller shall deliver possession of the Property to Purchaser, subject to the Permitted Exceptions.

6.3 Purchaser's Closing Deliveries. At Closing:

- (a) Purchaser shall execute and file with the Northville Township Assessor a Property Transfer Affidavit (Form 4260) pursuant to which Purchaser shall report to the Assessor the purchase price for the Property;
- (b) Purchaser shall execute and deliver a Purchaser Settlement Statement setting forth the adjustments and pro-rations to the Purchase Price provided for in this Agreement;
- (c) Purchaser shall execute and deliver such other documents as are reasonably necessary to consummate the transactions provided for by this Agreement; and
- (d) Purchaser shall pay to Seller the Purchase Price as adjusted pursuant to this Agreement, by wire transfer of immediately available funds.

**ARTICLE 7
CLOSING COSTS AND PRORATIONS**

7.1 Seller's Costs. Seller shall be responsible for and shall pay the following costs in connection with the consummation of the transaction contemplated by this Agreement: (i) the title search fee and premium required for issuance of the Owner's Policy of Title Insurance; (ii) Seller's share of the cost of preparing the Survey Materials set forth in Section 4.2; (iii) the cost of preparation of the Deed, lot split, and cost of recording easements, and all other necessary closing documents; (iv) one-half of the settlement fees, closing fees and escrow charges imposed by the Escrow Agent in connection with Closing; and (v) the fees and costs of Seller's Counsel.

7.2 Purchaser's Costs. Purchaser shall pay the following costs in connection with the consummation of the transaction contemplated by this Agreement: (i) all expenses incurred by Purchaser in inspecting the Property and closing the transaction described in this Agreement; (ii) the cost of preparing the Survey, less Seller's share provided for in Section 4.2; (iii) the premiums and/or charges for any enhanced coverage or endorsements to the Title Policy if desired by Purchaser and available from the Title Company; (iv) one-half of the settlement fees, closing fees and escrow charges imposed by the Escrow Agent in connection with Closing; (v) the cost of recording the Deed; and (vi) the fees and costs of Purchaser's Counsel.

7.3 Prorations. The Property is vacant, is currently exempt from real estate property taxes and is not serviced by utilities; accordingly, there shall be no proration of real estate property taxes. Seller shall pay all unpaid special assessments, in place at time of Closing.

**ARTICLE 8
DEFAULT**

8.1 Purchaser Default. If Purchaser defaults hereunder prior to Closing, Seller may, at its option and as its sole and exclusive remedy, issue a Cancellation Notice to Purchaser with a copy to Escrow Agent, whereupon the Deposit shall be immediately delivered to Seller as liquidated damages. Seller acknowledges and agrees that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

8.2 Seller Default. If Seller defaults hereunder prior to Closing, Purchaser shall be entitled as its sole and exclusive remedy to either (i) issue a Cancellation Notice to Seller with a copy to Escrow Agent, whereupon the Deposit shall be immediately returned to Purchaser, Seller shall immediately reimburse Purchaser for all the reasonable and documented due diligence efforts, survey, and Inspection expenses, and this Agreement shall be terminated and of no force or effect, or (ii) seek judgment for specific performance of this Agreement. Any action brought by Purchaser seeking specific performance must be initiated within ninety (90) days of what would otherwise have been the Closing Date.

**ARTICLE 9
REPRESENTATIONS AND WARRANTIES**

9.1 Warranties and Representations of Seller. Seller represents and warrants to Purchaser as of the Effective Date and the Closing Date:

- (a) Seller is a Michigan Charter Township, duly organized and validly existing under the laws of the State of Michigan.
- (b) Seller has duly and validly authorized and executed this Agreement and Seller has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Seller. This Agreement and the other documents and instruments to be executed and delivered by Seller pursuant to this Agreement are binding upon, and enforceable against, Seller in accordance with their respective terms. The persons who have executed this Agreement on behalf of Seller has the appropriate authority to bind Seller to the terms of this Agreement.
- (c) Seller is not a “foreign person” as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.
- (d) Representations contained in the Deed shall be by the Township Manager, based upon his knowledge and belief

9.2 Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller as of the Effective Date and the Closing Date:

- (a) Purchaser is duly organized and a validly existing corporation under the laws of the State of Michigan.

- (b) Purchaser has duly and validly authorized and executed this Agreement and Purchaser has full power to enter into and perform this Agreement. Neither the execution and delivery of this Agreement nor its performance are restricted by or violate any contractual or other obligation of Purchaser. This Agreement and the other documents and instruments to be executed and delivered by Purchaser pursuant to this Agreement are binding upon, and enforceable against, Purchaser in accordance with their respective terms. The person who has executed this Agreement on behalf of Purchaser has the appropriate authority to bind Purchaser to the terms of this Agreement.
- (c) Purchaser has the financial wherewithal with financing and the development and operational skill and experience necessary to carry out the terms of this Agreement and consummate the purchase of the Property, and to finance, build and operate the Development defined in Section 10.1).
- (d) Purchaser is not a “foreign person” as such term is defined in Section 1445 of the United States Internal Revenue Code of 1986, as amended.

ARTICLE 10 DEVELOPMENT MATTERS

10.1 Intended Development. Purchaser represents it is acquiring the Property in order to develop and construct thereon a lumber yard with outdoor storage, subject to Seller’s approval, and associated facility including a building of at least 75,000 sq. ft., in accordance with the attached **Exhibit C (the “Concept Plan”)**, (“**Development**”). In the design of the Development, Purchaser will comply with Township Ordinances to avoid off-site light and sound impacts on surrounding properties. Purchaser acknowledges that construction and operation of the Development within the Township is a material reason for Seller entering into this Agreement and selling the Property to Purchaser. Purchaser covenants it shall commence construction of the Development within one (1) year of Closing, subject to one (1) year extension, and subject to force majeure, government regulations and such similar events. Force majeure is unforeseeable circumstances that prevent or delay timely compliance of the agreements set forth herein, including but not limited to a acts of god, natural and unavoidable catastrophes that interrupt the expected course of events and prevent participants from fulfilling obligations, pandemic, and supply chain problems. Purchaser acknowledges that in connection with the construction and operation of the Development (i) Purchaser shall be required to comply with applicable statutes, laws, regulations, ordinances and requirements, etc., including Township ordinances and procedures, (ii) Purchaser shall be required to file applications, requests and similar documentation with relevant governmental and regulatory bodies, including the Township, (iii) Purchaser shall be required to pay customary application, permit, tap in and similar fees and charges, including fees and charges to the Township, for the water and sanitary tap in to the public water main and sanitary sewer.

10.2 Permitted Easements. Purchaser acknowledges that the Township is presently engaged in offering other land in the MITCRA to third parties for development purposes, and may be

required to dedicate or grant easements in, over or under the Property or expansions of rights of way for Five Mile Road in, over or under the Property prior to or after Closing to facilitate such development. Purchaser hereby (i) consents to and authorizes the Township to grant or dedicate underground perimeter public utility easements or amend existing public utility easements in, over and under the perimeter portions of the Property in connection therewith, provided that such easements, whether granted prior to or after Closing, shall be in locations and granted pursuant to notice and approval by Purchaser in writing, which approval shall not be unreasonably withheld, conditioned or delayed; (ii) at the Township's request, without charge or cost to the Township or other participants in the MITCRA, agrees to grant underground perimeter public utility easements over portions of the Property for underground utilities in locations and pursuant to granting documents approved by Purchaser, which approvals shall not be unreasonably withheld, conditioned or delayed; and (iii) consents to and authorizes the Township to amend existing easements and rights to the Master Detention Stormwater Pond in the event the Pond is expanded. Under no circumstances shall the easements, connections, or expansions, referred to above, interfere or hinder Purchaser's use of the Property or Purchaser's business operations.

The Township shall cause all such public utility easement areas and surrounding areas to be reasonably restored promptly following any construction or installation activities related thereto at its sole cost and expense. The authorization provided to the Township hereunder includes the right to enter into reasonable amendments of existing easements, including amendments to more precisely delineate easement areas and scope, which amendments shall be subject to Purchaser's prior written notice and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Purchaser agrees to execute or join in the grant or dedication of such approved easements if requested by the Township. The aforesaid approved easements and approved amendments thereof shall be granted without cost or charge. Any easements granted in accordance with this Section 10.2 or Section 10.3 below, shall be deemed to be Permitted Exceptions.

10.3 ROW Parcels. Purchaser hereby makes the following covenants and agreements with respect to the ROW Parcels described herein: (i) following Closing, Purchaser shall dedicate to Wayne County, Michigan ("**Wayne County**") a strip of land along the southern boundary of the Property as required by Wayne County of not less than sixty (60) feet from the centerline of Five Mile Road, and a strip of land along the western boundary of the Property as required by Wayne County of not less than sixty (60) feet from the centerline of Napier Road ("**ROW Parcels**") (which Purchaser will have received from Seller at no cost as part of the Property) by means of a deed(s) in form and content acceptable to Wayne County, for road improvement purposes; (ii) the consideration for the conveyance of the ROW Parcels shall be nominal (\$1.00); and (iii) Purchaser shall deliver the aforesaid deed(s) contemporaneously with Purchaser's request and subject to Wayne County's approval of two (2) curb cuts from Five Mile Road to the Property and one (1) curb cut from Napier Road to the Property. Purchaser's covenants and agreements set forth in this Section 10.3 shall survive and remain in effect notwithstanding the completion of Closing and conveyance of title to the Property, and shall be binding on Purchaser's successors and assigns.

10.4 Brownfield Tax Increment Financing and Plan. Purchaser acknowledges that the Township and the State Land Bank Authority have executed a Land Banking Agreement, as amended ("LBA") for the purpose of gaining eligibility for brownfield tax increment financing to

fund infrastructure extraordinary costs incurred in the development of the MITCRA parcels including the Property, with applicable requirements. This agreement will be subject thereto, including reconveyance rights that will be exercised in a timely manner, enabling Seller to comply with Article 6. The parties agree to consider mutually advantageous collaboration on a Brownfield Plan for the Property.

10.5 MITCRA. Purchaser acknowledges and agrees to assist with the promotion of the MITCRA development of the Five Mile Road area between Beck and Napier Roads. In connection therewith, Purchaser agrees at the Township's request to cooperate including promotion of its participation in the MITCRA re-development, and providing new employment, investment and other compliance information including for any grant or infrastructure funding application, and permit the use of Purchaser's name in MITCRA promotional materials without cost or charge; provided that, such cooperation shall not require Purchaser to disclose any proprietary information or make any financial expenditure without Purchaser's consent.

10.6 Development. The parties acknowledge and agree to perform the following necessary requirements for the use of the Property and Development, which will include but not be limited to:

Utilities.

A. The Purchaser will, at its expense, design and construct an approved sanitary force main line for its exclusive use as a service lead connected to the Township's sanitary sewer line located north of the CSX Corporation's ("CSX") railroad tracks. The Township shall support and assist Purchaser's application for approval from CSX for an easement or license, for Purchaser's sanitary force main line from Purchaser's Property to the Township's sanitary line. In the event that a sanitary line owned by the Western Township Utility Authority ("WTUA") becomes available to the Property, Purchaser shall not be required to connect to the WTUA line.

B. Seller agrees to design and construct an approved public water main to the West property line of the Property, to provide water flow rates sufficient to comply with the Township's Fire Protection System standards, and provide sufficient water for use during construction and development of the Property, and provide sufficient water volume for usage for the Property upon completion. Seller shall be required to complete the above referenced public water main by April 30, 2023, subject to force majeure, government regulations and such similar events. Force majeure is unforeseeable circumstances that prevent or delay timely compliance of the agreement set forth herein, including but not limited to a acts of god, natural and unavoidable catastrophes that interrupt the expected course of events and prevent participants from fulfilling obligations, pandemic, and supply chain problems.

In the event of failure by Seller to timely complete the public water main, Purchaser may avail itself of its default remedies.

C. Purchaser may, in its sole discretion, determine and elect during the Inspection Period and any extensions, to either have a detention pond on the Property or a Master Stormwater Detention Pond as described below, subject to Wayne County approval. The Purchaser may, at its expense, design, and construct an approved Master Stormwater Detention Pond to be used by Purchaser's Property and Seller's retained property. The initial Master Stormwater Detention Pond will be located on Seller's retained property located to the east portion as mutually agreed to by Seller and Purchaser, of sufficient size to handle the stormwater obligations of Purchaser's parcel. Purchaser shall only design and construct the Master Stormwater Detention Pond to accommodate Purchaser's Property, but the Master Stormwater Detention Pond shall be designed and constructed so it is capable of future expansion to serve the Seller's remaining property as a stormwater detention pond. Any future expansion of the Master Stormwater Detention Pond shall be at Seller's sole cost and expense, and Seller and Purchaser agree to amend the easement agreements to encompass the expansion of the Master Stormwater Detention Pond. The maintenance expense of the Master Stormwater Detention Pond shall be initially born solely by the owner of the Purchaser's Property. The cost of the maintenance of the Master Stormwater Detention Pond shall be shared proportionately based on the impervious area of properties using the Master Stormwater Detention Pond, pursuant to the subsequent connection of other properties to the Master Stormwater Detention Pond.

D. The Purchaser will, at its expense, design, construct and maintain approved stormwater lines, connections, and facilities for the non-exclusive use of Purchaser's Property to the Master Stormwater Detention Pond, subject to review and approval of Seller, to comply with Wayne County Stormwater Management Ordinance standards. The Purchaser's stormwater facilities will be located across the Township's Original Parcel, after exclusion of the Property following the lot split referenced in Section 4.2, east of the Property at a location reasonably approved by Purchaser, and subject to an easement for the benefit of the Property. The Purchaser's Property stormwater facilities will feed into the Master Stormwater Detention Facility, without a Township fee.

ARTICLE 11 RECEIPT OF PROPERTY "AS IS"

Purchaser shall be deemed to have, as of the Closing Date, thoroughly inspected and examined the status of title to the Property and the physical condition of the Property (above ground and below ground) as deemed necessary by Purchaser to determine whether the Property (i) contains any hazardous materials, (ii) contains wetlands or is subject to adverse conditions, (iii) contains adequate soil conditions, (iv) is otherwise in satisfactory physical condition, (v) complies with applicable laws, rules and regulations, including zoning ordinances, (vi) has the availability or existence of utility or other governmental or private services, and (vii) is suitable for Purchaser's intended use. Purchaser acknowledges and agrees that Purchaser shall rely solely upon the aforesaid inspections, examinations and evaluations of the physical condition of the Property and condition of title, and that Purchaser is purchasing, and at Closing will accept, the Property on an "AS IS, WITH ALL FAULTS" basis, without representations, warranties and/or covenants, express or implied, of any kind or nature, and that it specifically waives and disclaims any representation, warranty or guaranty with respect to the

Property, express or implied, or arising by operation of law, including, but not limited to, any representation or warranty as to habitability or fitness for a particular purpose. Purchaser assumes responsibility for any damages caused by the condition of the Property upon transfer of title.

ARTICLE 12 BROKERS

The parties represent to one another that they have not utilized and will not utilize the services of any broker, agent or finder in connection with this transaction, and have not incurred any obligation or liability, contingent or otherwise, associated therewith. Each party agrees to defend, indemnify and hold the other party harmless from all liability for brokerage or agent commissions, finders' fees or the like arising in connection with the pending or consummated sale of the Property, and such agreements and undertakings herein shall survive the Closing of this transaction.

ARTICLE 13 ASSIGNMENT

Apart from Purchaser's acknowledgment of Seller's commitments under Section 10.5, neither party is entitled to assign its rights or obligations under this Agreement, except upon notice to and without the other party's prior written consent, except that Purchaser may assign all of its right, title and interest under this Agreement to a new entity to be formed which is owned or controlled by, or in common ownership or control with, Purchaser, provided that (i) Purchaser delivers to Seller an executed assignment and assumption between Purchaser and the assignee in form reasonably satisfactory to Seller whereby (A) the assignee acknowledges the Agreement is in full force and effect, (B) the assignee acknowledges all of Purchaser's representations and warranties are true as to the assignee, and (C) the assignee agrees to be bound by this Agreement and assumes and agrees to carry out Purchaser's obligations under this Agreement, and (ii) Purchaser provides Seller with such information regarding the assignee, including its shareholders, members, owners, directors, officers and managers, as Seller may reasonably require.

ARTICLE 14 NOTICES

14.1 Notices. Any notice required or permitted to be given hereunder must be in writing. A notice shall be deemed to be given (i) upon hand delivery or the date delivery is refused; (ii) one (1) business day after delivery to FedEx or similar receipted overnight express delivery service, costs and charges prepaid; or (iii) the same day when sent by email, provided a hard copy is delivered/sent the same day by the method identified in item (i) or (ii), addressed to the recipient's address as set forth below:

If to Seller: Charter Township of Northville
Attn: Todd Mutchler, Township Manager
44405 Six Mile Road
Northville, Michigan 48168
Email: tmutchler@twp.northville.mi.us

If to Purchaser: Northville Lumber Co., or assignee, if any
Attn: Stewart Oldford, Jr.
615 Base Line Road
Northville, Michigan 48167
Email: stew@northvillelumber.com

AND to Purchaser's
Attorney: Donald L. Samhat, Esq.
115 N Center, Ste 204
Northville, MI 48167
Email: samhatlaw@aol.com

Either party may change its address for notice purposes from time to time by giving written notice to the other party in the manner set forth in this Article 14.

14.2 Cancellation Notice. References in this Agreement to a “**Cancellation Notice**” mean a notice issued by one party to the other, setting forth the first party’s election to terminate the transaction described in this Agreement.

ARTICLE 15 MISCELLANEOUS

15.1 Amendment. This Agreement may be amended only by a written instrument executed by both of the parties hereto.

15.2 Governing Law. This Agreement shall be governed by the laws of the State of Michigan without reference to conflict of law principles.

15.3 Entire Agreement. This Agreement, including all exhibits attached hereto and documents to be delivered pursuant hereto, shall constitute the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

15.4 Construction. The Recitals above and the Exhibits attached hereto are deemed to be part of, and incorporated into, this Agreement. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine or neuter forms, and the singular shall include the plural and vice versa. Headings of Sections are for convenience of

reference only, and shall not be construed as part of this Agreement. Both parties having participated in the negotiation and finalization of this agreement, the Agreement shall be construed without prejudice to the party memorializing it in final form.

15.5 Waiver. Except as otherwise provided in this Agreement, no waiver of any other provision or condition of this Agreement by any party shall be valid unless in writing signed by such party. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

15.6 Severability. If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined to be invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and unenforceable to the fullest extent permitted by law.

15.7 Days and Times for Performance. Any notice or other item required to be delivered hereunder shall be deemed to be timely delivered if (and only if) it is delivered by 4:00 p.m. EDT by the final date set for delivery in this Agreement. If any date set forth in this Agreement for the performance of an obligation or delivery of notice or other item should fall on a Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next calendar day following such Saturday, Sunday or legal holiday. As used herein, the term “**Business Day**” means a day other than a Saturday, Sunday or legal holiday, and “**legal holiday**” means any local or federal holiday on which post offices are closed in the Township of Northville, Michigan.

15.8 Counterparts; Signatures. This Agreement may be executed in any number of counterparts, each of which shall be treated as an original, but all of which collectively shall be construed as a single instrument. Electronic signatures shall be binding on the signer to the same extent as “inked” signatures.

15.9 No Recording. Neither this Agreement nor any type of memorandum shall be recorded in the office of the Wayne County Register of Deeds or any other governmental agency, and any purported recordation or filing thereof by Purchaser shall constitute a breach of this Agreement on the part of Purchaser.

15.10 Time. Time shall be of the essence with respect to all obligations and notice deadlines set forth in this Agreement.

15.11 Submission to Jurisdiction. In the event of litigation, each party irrevocably agrees to the jurisdiction of the Federal District Court for the Eastern District of Michigan, Southern Division and the Wayne County Circuit Court (Business Court Division) over any dispute arising out of or relating to this Agreement or any of the transactions contemplated hereby; and each party hereby irrevocably (i) agrees that all claims in respect of such dispute or proceeding shall be heard and determined in such court, and (ii) waives, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the venue of any such dispute in such court or any defense of inconvenient forum.

15.12 Waiver of Jury Trial. AFTER CONSULTATION WITH THEIR RESPECTIVE COUNSEL, IN THE EVENT OF LITIGATION, EACH OF THE PARTIES HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, INCLUDING ANY CLAIM FOR BREACH, INJURY OR DAMAGE, EXCEPT AS TO THE ISSUE OF THE TOWNSHIP OF NORTHVILLE APPROVING PERMITS OR SITE PLANS, WHICH PURCHASER RETAINS THE RIGHT TO BRING SUIT IN A COURT OF COMPETENT JURISDICTION. UPON A SIGNED AGREEMENT BY THE PARTIES, ANY DISPUTE, CONTROVERSY OR CLAIM HEREUNDER MAY BE SUBMITTED TO BINDING ARBITRATION AND SETTLED BY AND UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (COMMERCIAL RULES), AND JUDGMENT ON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF FOR ENFORCEMENT.

15.13 Attorneys Fees. In the event either party commences litigation, arbitration or other action to enforce such party's rights or the other party's obligations under this Agreement, the Prevailing Party shall be entitled to recover reasonable attorneys' fees, witness fees, expert fees, paralegal expense, and other litigation costs and expenses associated therewith. For purposes hereof, "**Prevailing Party**" shall mean the party who obtains a final non-appealable order of enforcement, similar remedy or a judgment or award against the other party or dismissal or similar relief against the other party's claim or, in the event of a counterclaim or cross claim, a judgment which exceeds any claim, counterclaim, cross claim, judgment or award of the other party.

15.14 Non-Liability of Township Officials and Employees. No Township official, officer, employee, board member or commission member (elected or appointed), attorney, consultant, advisor, agent or representative shall be personally liable to Purchaser or its owners, officers, directors, managers, employees, representatives, agents or contractors for any default or breach by the Township of any obligation under this Agreement or in any manner arising out of the performance of this Agreement by any party.

15.15 No Partnership. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest or assigns.

15.16 No Third-Party Rights. This Agreement confers no rights or remedies on any third party.

15.17 Continued Effect. The agreements, undertakings, covenants, representations and warranties set forth in this Agreement shall survive and continue in full force and effect notwithstanding the Closing and the conveyance of title to the Property, and shall not be merged with the Deed.

15.18 Binding Effect. The covenants and agreements herein contained shall bind and inure to the benefit of the successors and assigns of Seller and Purchaser.

15.19 Proper Execution and Effective Date. This Agreement shall have no binding force or effect unless and until it has been executed and delivered by both Seller and Purchaser. For purposes of this Agreement, the “**Effective Date**” shall be the latest date set forth on the signature page below, by Seller and Purchaser.

(Signatures appear on following page)

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective as of the Effective Date.

SELLER:

Dated: _____, 2022

CHARTER TOWNSHIP OF NORTHVILLE,
a Michigan Charter Township

By: _____
Todd Mutchler
Its: Manager

By: _____
Roger Lundberg
Its: Clerk

PURCHASER:
Northville Lumber Company, a Michigan corporation

Dated: _____, 2022

By: _____
Printed Name: Stewart Oldford, Jr.
Its: President

EXHIBITS

- Exhibit A – The Property
- Exhibit B – The Original Parcel
- Exhibit C- The Concept Plan
- Exhibit D - The Covenant Deed

ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT

First American Title Insurance Company hereby acknowledges receipt of the Deposit required under Article 3 of the foregoing Agreement, and agrees to hold the Deposit under the terms specified in the Agreement.

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Name: _____
Its: _____

Exhibit A

The Property

Exhibit B

The Original Parcel

Exhibit C

The Concept Plan

Exhibit D

COVENANT DEED

KNOW ALL MEN BY THESE PRESENTS: That the **CHARTER TOWNSHIP OF NORTHVILLE**, a Michigan charter township (“Grantor”), whose address is 44405 Six Mile Road, Northville, Michigan 48168, for and in consideration of the sum set forth in the Real Estate Transfer Tax Valuation Affidavit filed simultaneously with this Deed, grants, bargains, sells, assigns and conveys to the **NORTHVILLE LUMBER CO.**, whose address is 615 Base Line Road, Northville, Michigan 48167 (“Grantee”), the following real property (the “Property”) situated in the Township of Northville, County of Wayne, State of Michigan, to wit:

See attached EXHIBIT 1.

TOGETHER WITH Grantor’s interest in all air, oil, gas, mineral and riparian rights, and all hereditaments, improvements, appurtenances, reversions, remainders, rents, issues and profits belonging or in any way appertaining to the Property, all land lying in the bed of any street, road or avenue adjoining the Property to the centerline thereof, and all easements, whether or not recorded, strips and rights of way abutting, adjacent, contiguous, or adjoining the Property.

TO HAVE AND TO HOLD the Property unto the Grantee, Grantee's heirs, successors and assigns, in fee simple forever. Grantor covenants and agrees that the Property is free from encumbrances created by Grantor, and any special assessments, except for those matters to which this conveyance is made subject, and that Grantor will covenant and defend the Property unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, but against no other claims or persons.

SUBJECT TO the matters contained in attached EXHIBIT 2.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor grants to Grantee the right to apply and qualify for one (1) division of this 25 +/- parcel under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

(Signatures appear on following page)

Date: _____, 2021.

CHARTER TOWNSHIP OF
NORTHVILLE, a Michigan charter
township

By: _____
Printed Name: Todd Mutchler
Its: Township Manager

And by: _____
Printed Name: Roger Lundberg
Its: Township Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing Covenant Deed was acknowledged before me this ____ day of _____ 2021, by Todd Mutchler and Roger Lundberg, the Township Manager and the Township Clerk, respectively, of the Charter Township of Northville, a Michigan charter township, on behalf of the Township.

Notary Public, _____ County, MI
My Commission Expires: _____
Acting in _____ County, Michigan

County Treasurer's Certificate		City Treasurer's Certificate	
Drafted By:	When recorded return to: Grantee	Send subsequent tax bills to: Grantee	

Tax I.D. No.: _____
Exempt from Real Estate Transfer Tax pursuant to MCL 207.505(5)(h)(i) and MCL 207.526(6)(h)(i)

EXHIBIT 1
LEGAL DESCRIPTION

Tax Item No. _____

Check Registry

8.A

CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP
CHECK DATE 03/05/2022 - 04/01/2022

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 000 General							
03/25/2022	COMER	145627*	COOPER, KAREN-STEVEN, TRUSTEES	Permit Fee, First \$50,000	453.000	000	715.00
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	COBRA FRINGE BENEFITS	230.000	000	0.16
04/01/2022	COMER	145695	GRAYE ELECTRICAL SVCS	Electrical Permits	454.000	000	325.00
03/14/2022	COMER	1630(E)*	DELTA DENTAL PLAN	COBRA FRINGE BENEFITS	230.000	000	71.52
Total For Dept: 000							1,111.68
Dept: 172 EXECUTIVE							
03/11/2022	COMER	145421#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	172	40.24
03/11/2022	COMER	145436	GORDON FOOD SERVICE, INC.	Operating/Office Supplies	740.000	172	11.37
03/11/2022	COMER	145445**	Inacomp TSG	Data processing	812.000	172	19.20
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	172	6.95
03/11/2022	COMER	145482**	VERIZON WIRELESS	Telephone	851.000	172	96.81
03/11/2022	COMER	145483#	WAYNE COUNTY	Traffic Signals - Northridge	970.011	172	105.02
03/18/2022	COMER	145512	DTE ENERGY	SAD STREET LITE ENERGY EXP - MAPLE HILLS	970.003	172	579.67
				SAD STREET LITE ENERGY EXP - BROOKLANE	970.005	172	434.74
				SAD STREET LITE ENERGY EXP - RAVINES	970.007	172	579.67
				STREET LIGHT ENERGY EXPENSE - PARK PLACE	970.010	172	261.04
☑check COMER 145512 Total for Fund 101 General Fund							1,855.12
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	172	1,464.92
03/18/2022	COMER	145524**	WENDY HILLMAN - PC	Operating/Office Supplies	740.000	172	6.14
03/18/2022	COMER	145527**	KONICA MINOLTA	Equipment Maintenance	813.000	172	57.59
03/18/2022	COMER	145529	THE MIKE COX LAW FIRM, PLLC	LEGAL FEES	826.000	172	24,135.00
03/18/2022	COMER	145560	SCHOOLCRAFT COLLEGE	Professional Services	827.000	172	600.00
03/18/2022	COMER	145566	WILLIAMS, WILLIAMS, RATTNER &	LEGAL FEES	826.000	172	4,109.16
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	172	78.94
03/25/2022	COMER	145586**	CDW GOVERNMENT INC	Data processing	812.000	172	189.99
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	172	59.30
03/25/2022	COMER	145650#	WAYNE COUNTY	Traffic Signals - Northridge	970.011	172	105.02
03/25/2022	COMER	145654	WJE ENGINEERS & ARCHITECTS	HISTORICAL COMMISSION	891.000	172	300.00
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	172	59.66
04/01/2022	COMER	145675**	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	172	55.00
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	172	20.91
04/01/2022	COMER	145690**	NORTHVILLE CHAMBER OF COMMERCE	Literature Dues and Seminars	958.000	172	720.00
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	172	87.35
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	172	39.24

CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP
CHECK DATE 03/05/2022 - 04/01/2022

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	172	4.08
				Literature Dues and Seminars	958.000	172	857.19
							861.27
Ⓜcheck COMER 1633(A) Total for Fund 101 General Fund							
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	19.78
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	172	29.49
							35,133.47
Dept: 191 FINANCE AND BUDGET							
03/11/2022	COMER	145441*#	Health Equity	Professional Services	827.000	191	2.70
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	191	44.16
03/11/2022	COMER	145457*#	OFFICE DEPOT	Operating/Office Supplies	740.000	191	5.31
03/11/2022	COMER	145481*#	Variopro Benefit Administrators	Professional Services	827.000	191	2.20
03/11/2022	COMER	145482*#	VERIZON WIRELESS	Telephone	851.000	191	47.09
03/18/2022	COMER	145494	ACI PAYMENTS, INC	Professional Services	827.000	191	5,000.00
03/18/2022	COMER	145517*#	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	191	65.00
03/18/2022	COMER	145522*#	HEALTH ALLIANCE PLAN	Insurance	716.000	191	2,868.11
03/18/2022	COMER	145527*#	KONICA MINOLTA	Equipment Maintenance	813.000	191	188.29
03/18/2022	COMER	145536#	OFFICE DEPOT	Operating/Office Supplies	740.000	191	107.64
03/18/2022	COMER	145540	PITNEY BOWES INC	Equipment Maintenance	813.000	191	441.39
03/18/2022	COMER	145541*#	PLANTE & MORAN, PLLC	Audit and Accounting	828.000	191	20,000.00
03/25/2022	COMER	145575*#	AT&T	Telephone	851.000	191	179.41
03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	191	1,899.90
03/25/2022	COMER	145589*#	Clear Rate Communications, Inc	Telephone	851.000	191	26.30
03/25/2022	COMER	145614	MICH. MUNICIPAL TREASURERS ASSOC.	Literature Dues and Seminars	958.000	191	325.00
03/25/2022	COMER	145621	PITNEY BOWES INC	Operating/Office Supplies	740.000	191	204.27
03/25/2022	COMER	145643*#	STANDARD INSURANCE	Insurance	716.000	191	162.41
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	191	136.97
04/01/2022	COMER	145683	MICHIGAN MUNICIPAL LEAGUE	PRINTING AND PUBLISHING	900.000	191	127.44
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	191	24.72
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	87.35
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	39.24
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	191	9.38
				PRINTING AND PUBLISHING	900.000	191	16.00
							25.38
Ⓜcheck COMER 1633(A) Total for Fund 101 General Fund							
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	19.78
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	191	29.49
							32,059.55
Dept: 215 CLERK							
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	215	26.64

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03/11/2022	COMER	145457*	OFFICE DEPOT	Operating/Office Supplies	740.000	215	36.36
03/11/2022	COMER	145458*	PRINTING SYSTEMS	Operating/Office Supplies	740.000	215	155.00
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	215	12.80
03/11/2022	COMER	145482**	VERIZON WIRELESS	Telephone	851.000	215	80.97
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	215	4,776.91
03/18/2022	COMER	145527**	KONICA MINOLTA	Equipment Maintenance	813.000	215	197.00
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	215	114.82
03/25/2022	COMER	145586**	CDW GOVERNMENT INC	Data processing	812.000	215	1,519.92
03/25/2022	COMER	145589**	Clear Rate Communications, Inc	Telephone	851.000	215	26.30
03/25/2022	COMER	145612	Jodi Mitchell	Literature Dues and Seminars	958.000	215	181.22
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	215	144.17
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	215	91.39
04/01/2022	COMER	145687	MICHIGAN TOWNSHIPS ASSOCIATION	Literature Dues and Seminars	958.000	215	25.00
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	215	42.89
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	215	131.02
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	215	58.86
03/18/2022	COMER	1633(A)**	Corporate Payment Systems	Data processing	812.000	215	5.66
				Literature Dues and Seminars	958.000	215	450.00
							455.66
☑check COMER 1633(A) Total for Fund 101 General Fund							
03/21/2022	COMER	1634(E)**	DELTA DENTAL PLAN	Insurance	716.000	215	29.68
03/28/2022	COMER	1635(E)**	DELTA DENTAL PLAN	Insurance	716.000	215	44.24
Total For Dept: 215							
Dept: 228 Information Technology and Communication							
03/11/2022	COMER	145445**	Inacomp TSG	Data processing	812.000	228	25.84
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	228	8.05
03/11/2022	COMER	145482**	VERIZON WIRELESS	Telephone	851.000	228	218.96
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	228	2,929.84
03/25/2022	COMER	145573**	Amazon Capital Services, Inc	Operating/Office Supplies	740.000	228	55.97
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	228	107.65
03/25/2022	COMER	145577	AT&T	Cable Wi-Fi & TV	832.000	228	198.86
03/25/2022	COMER	145586**	CDW GOVERNMENT INC	Data processing	812.000	228	1,139.94
03/25/2022	COMER	145589**	Clear Rate Communications, Inc	Telephone	851.000	228	78.89
03/25/2022	COMER	145619#	OFFICE DEPOT	Operating/Office Supplies	740.000	228	26.08
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	228	140.51
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	228	80.66
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	228	21.82
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	87.35
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	228	78.20

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03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	228	21.47
				Telephone	851.000	228	343.23
				Promotion	880.002	228	4.99
				Literature Dues and Seminars	958.000	228	780.00
							1,149.65
⊞check COMER 1633(A) Total for Fund 101 General Fund							
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	228	39.57
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	228	58.99
							6,446.87
Total For Dept: 228							
Dept: 253 TREASURER							
03/11/2022	COMER	145487	WHITLOCK BUSINESS SYSTEMS, INC	Operating/Office Supplies	740.000	253	1,728.00
							1,728.00
Total For Dept: 253							
Dept: 257 ASSESSING							
03/11/2022	COMER	145421#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	257	106.90
03/11/2022	COMER	145439	Hallahan & Associates, PC	Professional Services	827.000	257	157.57
03/11/2022	COMER	145445*#	Incomp TSG	Data processing	812.000	257	13.28
03/18/2022	COMER	145498#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	257	53.45
Total For Dept: 257							
Dept: 257 ASSESSING							
03/18/2022	COMER	145526	KCI	PRINTING AND PUBLISHING	900.000	257	867.61
				Postage	730.000	257	58.77
							926.38
⊞check COMER 145526 Total for Fund 101 General Fund							
03/18/2022	COMER	145536#	OFFICE DEPOT	Operating/Office Supplies	740.000	257	16.00
03/25/2022	COMER	145575*#	AT&T	Telephone	851.000	257	57.41
03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	257	1,110.51
03/25/2022	COMER	145600	BUOLUS GHRAIB	Board of Review	829.001	257	75.00
03/25/2022	COMER	145608	JOE LOPICCOLO	Board of Review	829.001	257	600.00
03/25/2022	COMER	145625	WALTER PYTLAK	Board of Review	829.001	257	75.00
03/25/2022	COMER	145637	CARL SCHLEH	Board of Review	829.001	257	525.00
03/25/2022	COMER	145638	ROBIN SCHLEH	Board of Review	829.001	257	525.00
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	257	42.00
04/01/2022	COMER	145714	WCA ASSESSING	CONTRACTUAL SERVICES	829.000	257	27,976.22
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	257	2.82
							32,262.54
Total For Dept: 257							
Dept: 262 ELECTIONS							
03/11/2022	COMER	145434	ELECTION SOURCE	VOTER/OPERATING/SUPPLIES	727.001	262	4,092.96
Total For Dept: 262							
Dept: 262 ELECTIONS							
03/11/2022	COMER	145446	INCLUSION SOLUTIONS, LLC	VOTER/OPERATING/SUPPLIES	727.001	262	4,292.70
				Small tools & equipment	740.002	262	3,181.77
							7,474.47
⊞check COMER 145446 Total for Fund 101 General Fund							

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04/01/2022	COMER	145666	COCHRANE SUPPLY	Building Maintenance	811.000	265	595.03
04/01/2022	COMER	145672**	DTE ENERGY	Utilities	941.000	265	4,359.63
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	265	17.09
04/01/2022	COMER	145709**	Siteone Landscape Supply, LLC	Building Maintenance	811.000	265	236.40
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	87.35
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	39.24
03/18/2022	COMER	1633(A)**	Corporate Payment Systems	Data processing	812.000	265	3.89
03/21/2022	COMER	1634(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	19.78
03/28/2022	COMER	1635(E)**	DELTA DENTAL PLAN	Insurance	716.000	265	29.49
Total For Dept: 265							21,203.84
Dept: 270 HUMAN RESOURCES							
03/11/2022	COMER	145441**	Health Equity	Professional Services	827.000	270	2.70
03/11/2022	COMER	145445**	Incomp TSG	Data processing	812.000	270	13.36
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	270	6.95
03/11/2022	COMER	145482**	VERIZON WIRELESS	Telephone	851.000	270	46.06
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	270	1,434.51
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	270	57.41
03/25/2022	COMER	145586**	CDW GOVERNMENT INC	Data processing	812.000	270	379.98
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	270	123.38
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	270	42.00
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	270	24.72
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	270	87.35
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	270	39.24
03/18/2022	COMER	1633(A)**	Corporate Payment Systems	Data processing	812.000	270	2.84
03/21/2022	COMER	1634(E)**	DELTA DENTAL PLAN	Insurance	716.000	270	19.78
03/28/2022	COMER	1635(E)**	DELTA DENTAL PLAN	Insurance	716.000	270	29.49
Total For Dept: 270							2,309.77
Dept: 371 Building Department							
03/11/2022	COMER	145428	Carlisle Wortman Associates, Inc	Planning/Building Consultants	817.000	371	2,713.50
03/11/2022	COMER	145441**	Health Equity	Professional Services	827.000	371	2.70
03/11/2022	COMER	145445**	Incomp TSG	Data processing	812.000	371	28.32
03/11/2022	COMER	145457**	OFFICE DEPOT	Operating/Office Supplies	740.000	371	20.11
03/11/2022	COMER	145475	SEMBOIA	Literature Dues and Seminars	958.000	371	240.00
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	371	2.20
03/11/2022	COMER	145482**	VERIZON WIRELESS	Telephone	851.000	371	45.68
03/18/2022	COMER	145504	H. Edward Bartram	Planning/Building Consultants	817.000	371	1,550.00
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	371	3,090.50
03/18/2022	COMER	145527**	KONICA MINOLTA	Equipment Maintenance	813.000	371	127.10
03/18/2022	COMER	145530	TOM MORRISON	Planning/Building Consultants	817.000	371	2,050.00
03/18/2022	COMER	145565	WILLIAM C WEIDENDORF	Planning/Building Consultants	817.000	371	1,650.00
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	371	100.47

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03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	371	1,139.94
03/25/2022	COMER	145619#	OFFICE DEPOT	Operating/Office Supplies	740.000	371	96.22
03/25/2022	COMER	145643*#	STANDARD INSURANCE	Insurance	716.000	371	64.72
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	371	84.23
04/01/2022	COMER	145662	BELLE TIRE	Gas, Vehicle Maintenance	741.000	371	806.93
04/01/2022	COMER	145663	H. Edward Bartram	Planning/Building Consultants	817.000	371	1,400.00
04/01/2022	COMER	145688	TOM MORRISON	Planning/Building Consultants	817.000	371	2,150.00
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	371	13.29
04/01/2022	COMER	145716	WILLIAM C WEIDENDORF	Planning/Building Consultants	817.000	371	1,200.00
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	87.35
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	39.24
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	371	6.02
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	19.78
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	371	29.49
Total For Dept: 371							18,757.79
Dept: 701 Planning Department							
03/11/2022	COMER	145421#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	701	30.20
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	701	13.36
03/11/2022	COMER	145481*#	Varipro Benefit Administrators	Professional Services	827.000	701	5.85
03/18/2022	COMER	145498#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	701	26.05
03/18/2022	COMER	145517*#	EPIC GRAPHICS, LLC	Operating/Office Supplies	740.000	701	43.00
03/18/2022	COMER	145520*#	G D ROBERTS COMPANY LLC	Professional Services	827.000	701	240.00
03/18/2022	COMER	145522*#	HEALTH ALLIANCE PLAN	Insurance	716.000	701	1,655.99
03/18/2022	COMER	145528	Cheryl McGuire	Board Minutes	711.000	701	312.50
03/25/2022	COMER	145573*#	Amazon Capital Services, Inc	Data processing	812.000	701	227.22
03/25/2022	COMER	145575*#	AT&T	Telephone	851.000	701	57.41
03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	701	759.96
03/25/2022	COMER	145643*#	STANDARD INSURANCE	Insurance	716.000	701	149.02
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	701	42.00
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	701	12.36
04/01/2022	COMER	145690*#	NORTHVILLE CHAMBER OF COMMERCE	Literature Dues and Seminars	958.000	701	45.00
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	43.67
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	19.62
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	701	2.84
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	9.89
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	701	14.75
Total For Dept: 701							3,710.69
Total For Fund: 101							179,751.54

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Fund: 207 Public Safety							
Dept: 000 General							
03/18/2022	COMER	145493	35TH DISTRICT COURT	35TH DIST COURT BONDS - TWP	259.207	000	100.00
03/25/2022	COMER	145569	35TH DISTRICT COURT	35TH DIST COURT BONDS - TWP	259.207	000	300.00
Total For Dept: 000							400.00
Dept: 301 Police Department							
03/11/2022	COMER	145414	911 Training Institute	SNC Training	957.005	301	495.00
03/11/2022	COMER	145416**	ACTION MAT AND TOWEL RENTAL	Building Maintenance	811.000	301	723.50
03/11/2022	COMER	145419**	Amazon Capital Services, Inc	Operating/Office Supplies	740.000	301	91.89
03/11/2022	COMER	145441**	Health Equity	Professional Services	827.000	301	16.20
03/11/2022	COMER	145445**	Inacomp TSG	Data processing	812.000	301	243.36
03/11/2022	COMER	145447	JACK DEMMER FORD	Gas, Vehicle Maintenance	741.000	301	513.10
03/11/2022	COMER	145453**	Michigan Linen Service	Prisoner Boarding	804.000	301	80.00
03/11/2022	COMER	145454	NATIONAL EMERGENCY NUMBER ASSOC	SNC Training	957.005	301	199.00
03/11/2022	COMER	145455	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	2,061.00
03/11/2022	COMER	145457**	OFFICE DEPOT	Operating/Office Supplies	740.000	301	23.70
03/11/2022	COMER	145473**	ROSE PEST SOLUTIONS	Building Maintenance	811.000	301	55.00
03/11/2022	COMER	145476	The Shoe Shine Guys	Uniforms/QuarterMaster	758.000	301	75.00
03/11/2022	COMER	145480	Unisource Printing Services, Inc.	Operating/Office Supplies	740.000	301	50.24
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	301	110.15
03/11/2022	COMER	145482**	VERIZON WIRELESS	Telephone	851.000	301	943.04
03/11/2022	COMER	145484	WAYNE COUNTY ASSOC. CHIEFS OF PD	Literature Dues and Seminars	958.000	301	40.00
03/11/2022	COMER	145488	WINDER POLICE EQUIPMENT	Gas, Vehicle Maintenance	741.000	301	377.00
03/18/2022	COMER	145495	ALLIE BROTHERS, INC.	Uniforms/QuarterMaster	758.000	301	585.00
03/18/2022	COMER	145503	BENNETT & DEMOPOULOS, PLLC	Legal Fees	826.000	301	5,499.00
03/18/2022	COMER	145509**	CONSUMERS ENERGY	Utilities	941.000	301	2,962.14
03/18/2022	COMER	145513	DEWOLF & ASSOCIATES	PA 302 Training	957.002	301	565.00
03/18/2022	COMER	145514#	DIAMOND CAR WASH & DETAIL, LLC	Gas, Vehicle Maintenance	741.000	301	409.50
03/18/2022	COMER	145517**	EPIC GRAPHICS, LLC	PRINTING AND PUBLISHING	900.000	301	2,534.00
03/18/2022	COMER	145519	FORCE SCIENCE INSTITUTE, LTD	Training	957.000	301	1,190.00
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	301	54,004.08
03/18/2022	COMER	145527**	KONICA MINOLTA	Equipment Maintenance	813.000	301	606.76
03/18/2022	COMER	145531	NAPA Auto Parts	Gas, Vehicle Maintenance	741.000	301	16.14
03/18/2022	COMER	145532	NATIONAL EMERGENCY NUMBER ASSOC	SNC Training	957.005	301	550.00
03/18/2022	COMER	145534	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	468.00
03/18/2022	COMER	145535	OAKLAND COMMUNITY COLLEGE/CREST	Training	957.000	301	400.00
03/18/2022	COMER	145538#	Perfect Cleaners of Detroit Inc	Uniforms/QuarterMaster	758.000	301	786.20
03/18/2022	COMER	145539	Joshua Pike	Tuition Reimbursement	960.000	301	2,455.39
03/18/2022	COMER	145541**	PLANTE & MORAN, PLLC	Audit and Accounting	828.000	301	5,000.00
03/18/2022	COMER	145545	PSTGP, LLC	Training	957.000	301	1,050.00
03/18/2022	COMER	145559#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	301	2,884.69
03/18/2022	COMER	145561**	SHRED-IT USA DETROIT	Building Maintenance	811.000	301	264.72

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03/18/2022	COMER	145564	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	301	358.80
03/18/2022	COMER	145567	WINDER POLICE EQUIPMENT	Gas, Vehicle Maintenance	741.000	301	35.00
03/22/2022	COMER	145568	Marquis Food Service Inc	Prisoner Boarding	804.000	301	94.00
03/25/2022	COMER	145573*#	Amazon Capital Services, Inc	Uniforms/QuarterMaster	758.000	301	259.43
				Operating/Office Supplies	740.000	301	139.83
				PRINTING AND PUBLISHING	900.000	301	128.50
							527.76
Ⓜcheck COMER 145573 Total for Fund 207 Public Safety							
03/25/2022	COMER	145575*#	AT&T	Telephone	851.000	301	1,062.45
03/25/2022	COMER	145576	AT&T GLOBAL SERVICES, INC.	911 OPERATIONS	814.000	301	13,250.16
03/25/2022	COMER	145580	BELLE TIRE	Gas, Vehicle Maintenance	741.000	301	535.96
03/25/2022	COMER	145585	CANFIELD EQUIPMENT SERVICE, INC	Gas, Vehicle Maintenance	741.000	301	15,333.43
03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	301	6,839.64
03/25/2022	COMER	145589*#	Clear Rate Communications, Inc	Telephone	851.000	301	346.00
03/25/2022	COMER	145591	COMCAST CABLE	Cable Wi-Fi & TV	832.000	301	368.88
03/25/2022	COMER	145594	CUMMINS SALES AND SERVICE	CONTRACTUAL SERVICES	829.000	301	846.98
03/25/2022	COMER	145597*#	DTE ENERGY	Utilities	941.000	301	3,824.56
03/25/2022	COMER	145602*#	HOME DEPOT CREDIT SERVICES	Building Maintenance	811.000	301	13.80
03/25/2022	COMER	145604	JACK DEMMER FORD	Gas, Vehicle Maintenance	741.000	301	901.67
03/25/2022	COMER	145609	Marquis Food Service Inc	Prisoner Boarding	804.000	301	117.00
03/25/2022	COMER	145610	Michigan APCO	SNC Training	957.005	301	1,200.00
03/25/2022	COMER	145611	Michigan Linen Service	Prisoner Boarding	804.000	301	80.00
03/25/2022	COMER	145615*#	NAPA Auto Parts	Gas, Vehicle Maintenance	741.000	301	4.16
03/25/2022	COMER	145616	NORTHVILLE EXPRESS LUBE LLC	Gas, Vehicle Maintenance	741.000	301	420.40
03/25/2022	COMER	145618	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	206.00
03/25/2022	COMER	145620	OSCAR W LARSON CO	Building Maintenance	811.000	301	500.00
03/25/2022	COMER	145622	PLYMOUTH RUBBER & TRANSMISSION	Building Maintenance	811.000	301	35.76
03/25/2022	COMER	145624	ASCENSION PROVIDENCE HOSPITAL	Prisoner Boarding	804.000	301	264.00
03/25/2022	COMER	145636*#	R.W. Mead & Sons, Inc	Building Maintenance	811.000	301	1,448.00
03/25/2022	COMER	145639	The Shoe Shine Guys	Uniforms/QuarterMaster	758.000	301	100.00
03/25/2022	COMER	145643*#	STANDARD INSURANCE	Insurance	716.000	301	1,439.37
03/25/2022	COMER	145648	TOWN LOCKSMITH	Building Maintenance	811.000	301	3.00
03/25/2022	COMER	145652	THOMSON REUTERS	Data processing	812.000	301	899.00
03/25/2022	COMER	145653	WINDER POLICE EQUIPMENT	Gas, Vehicle Maintenance	741.000	301	527.00
04/01/2022	COMER	145657#	Amazon Capital Services, Inc	Uniforms/QuarterMaster	758.000	301	328.80
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	301	687.96
04/01/2022	COMER	145665	CMP DISTRIBUTORS INC.	Small tools & equipment	740.002	301	205.00
04/01/2022	COMER	145668	Cornerstone Painting Inc.	Building Maintenance	811.000	301	750.00
04/01/2022	COMER	145670	LISA CUPP	Literature Dues and Seminars	958.000	301	170.00
04/01/2022	COMER	145671	Daigle Law Group LLC	Training	957.000	301	1,750.00
04/01/2022	COMER	145681	LIBERTY PLUMBING SUPPLY COMPANY	Building Maintenance	811.000	301	32.26
04/01/2022	COMER	145682	MICHIGAN HUMANE SOCIETY	Professional Services	827.000	301	350.00

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04/01/2022	COMER	145684	Michigan Linen Service	Prisoner Boarding	804.000	301	80.00
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	301	419.05
04/01/2022	COMER	145691	NYE UNIFORM COMPANY	Uniforms/QuarterMaster	758.000	301	382.99
04/01/2022	COMER	145692	OFFICE DEPOT	Operating/Office Supplies	740.000	301	4.24
Ⓜcheck COMER 145692 Total for Fund 207 Public Safety				PRINTING AND PUBLISHING	900.000	301	131.92
							136.16
04/01/2022	COMER	145705#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	301	2,735.50
04/01/2022	COMER	145706	KRISTEN ROMAC	Training	957.000	301	249.28
04/01/2022	COMER	145707	Christopher Rowley	Literature Dues and Seminars	958.000	301	170.00
04/01/2022	COMER	145709*#	Siteone Landscape Supply, LLC	Building Maintenance	811.000	301	94.56
04/01/2022	COMER	145715	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	301	528.55
04/01/2022	COMER	145717	WINDER POLICE EQUIPMENT	Gas, Vehicle Maintenance	741.000	301	2,800.00
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	2,271.05
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	883.91
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Gas, Vehicle Maintenance	741.000	301	54.93
				Data processing	812.000	301	51.71
				Training	957.000	301	2,580.00
				Literature Dues and Seminars	958.000	301	1,584.72
Ⓜcheck COMER 1633(A) Total for Fund 207 Public Safety							4,271.36
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	445.19
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	301	663.63
Total For Dept: 301							160,315.83
Dept: 336 Fire Department							
03/11/2022	COMER	145415	ALL ABOUT BLINDS INC	Building Improvements	976.001	336	2,692.00
03/11/2022	COMER	145417	ALTECH DOORS, LLC	Building Maintenance	811.000	336	3,053.00
03/11/2022	COMER	145425	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	70.64
03/11/2022	COMER	145441*#	Health Equity	Professional Services	827.000	336	56.70
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	336	144.96
03/11/2022	COMER	145451	The Knox Company	Equipment Maintenance	813.000	336	524.00
03/11/2022	COMER	145456	MICHAEL OBERMILLER	Tuition Reimbursement	960.000	336	877.50
03/11/2022	COMER	145459	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	329.99
03/11/2022	COMER	145473*#	ROSE PEST SOLUTIONS	Building Maintenance	811.000	336	48.00
03/11/2022	COMER	145481*#	Varipro Benefit Administrators	Professional Services	827.000	336	57.85
03/11/2022	COMER	145482*#	VERIZON WIRELESS	Telephone	851.000	336	335.43
03/11/2022	COMER	145489	WITMER PUBLIC SAFETY GROUP, INC	Uniforms/QuarterMaster	758.000	336	155.99
03/18/2022	COMER	145496	APOLLO FIRE EQUIPMENT CO.	Equipment Maintenance	813.000	336	2,151.80
03/18/2022	COMER	145497	Ascension Michigan Employer Solutions - Occupational Health	Professional Services	827.000	336	388.00
03/18/2022	COMER	145506	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	144.00

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03/18/2022	COMER	145508	The Carpet Workroom, Inc.	West side flooring	976.001	336	32,727.69
03/18/2022	COMER	145509**	CONSUMERS ENERGY	Utilities	941.000	336	3,569.62
03/18/2022	COMER	145514#	DIAMOND CAR WASH & DETAIL, LLC	Gas, Vehicle Maintenance	741.000	336	8.00
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	336	42,196.91
03/18/2022	COMER	145527**	KONICA MINOLTA	Equipment Maintenance	813.000	336	61.50
03/18/2022	COMER	145538#	Perfect Cleaners of Detroit Inc	Uniforms/QuarterMaster	758.000	336	48.55
03/18/2022	COMER	145541**	PLANTE & MORAN, PLLC	Audit and Accounting	828.000	336	5,000.00
03/18/2022	COMER	145543	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	167.98
03/18/2022	COMER	145559#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	336	1,763.25
03/25/2022	COMER	145572	AIRGAS USA LLC	EMT SUPPLIES	740.001	336	73.59
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	336	603.16
03/25/2022	COMER	145583	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	1,167.01
03/25/2022	COMER	145586**	CDW GOVERNMENT INC	Data processing	812.000	336	759.96
03/25/2022	COMER	145589**	Clear Rate Communications, Inc	Telephone	851.000	336	113.93
03/25/2022	COMER	145592	COMCAST CABLE	Cable Wi-Fi & TV	832.000	336	397.02
03/25/2022	COMER	145602**	HOME DEPOT CREDIT SERVICES	Operating/Office Supplies	740.000	336	96.00
				Building Maintenance	811.000	336	209.72
				Equipment Maintenance	813.000	336	24.97
							330.69
☒check COMER 145602 Total for Fund 207 Public Safety							
03/25/2022	COMER	145617	NORTHVILLE LOCKSMITH	Building Maintenance	811.000	336	175.00
03/25/2022	COMER	145623	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	447.94
03/25/2022	COMER	145640	SHRED-IT USA DETROIT	Operating Office Supplies	740.000	336	351.75
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	336	906.50
03/25/2022	COMER	145645	STATE OF MICHIGAN	Literature Dues and Seminars	958.000	336	1,237.83
03/25/2022	COMER	145651	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	336	488.37
04/01/2022	COMER	145656	AIRGAS USA LLC	EMT SUPPLIES	740.001	336	129.03
04/01/2022	COMER	145657#	Amazon Capital Services, Inc	EMT SUPPLIES	740.001	336	51.21
				Building Maintenance	811.000	336	83.20
							134.41
☒check COMER 145657 Total for Fund 207 Public Safety							
04/01/2022	COMER	145658	Arbor Professional Solutions	CONTRACTUAL SERVICES	829.000	336	157.50
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	336	393.01
04/01/2022	COMER	145664	BOUND TREE MEDICAL, LLC	EMT SUPPLIES	740.001	336	480.80
04/01/2022	COMER	145669	CUMMINS SALES AND SERVICE	Gas, Vehicle Maintenance	741.000	336	175.35
04/01/2022	COMER	145672**	DTE ENERGY	Utilities	941.000	336	2,569.20
04/01/2022	COMER	145675**	EPIC GRAPHICS, LLC	Building Maintenance	811.000	336	131.00
04/01/2022	COMER	145677	FIREWRENCH OF MICHIGAN, LLC	Gas, Vehicle Maintenance	741.000	336	1,231.03
04/01/2022	COMER	145679	INTERIOR SYSTEMS CONTRACT GROUP	Building Maintenance	811.000	336	221.96
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	336	344.12
04/01/2022	COMER	145694	PRIORITY ONE EMERGENCY	Uniforms/QuarterMaster	758.000	336	227.97

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04/01/2022	COMER	145705#	RKA PETROLEUM COS., INC.	Gas, Vehicle Maintenance	741.000	336	5,550.03
04/01/2022	COMER	145708	SHRED-IT USA DETROIT	Building Maintenance	811.000	336	176.04
04/01/2022	COMER	145709**	Siteone Landscape Supply, LLC	Building Maintenance	811.000	336	47.28
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	1,353.89
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	608.22
03/18/2022	COMER	1633(A)**	Corporate Payment Systems	Data processing	812.000	336	30.80
				Training	957.000	336	690.20
				Literature Dues and Seminars	958.000	336	215.00
☑ Check COMER 1633(A) Total for Fund 207 Public Safety							936.00
03/21/2022	COMER	1634(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	306.66
03/28/2022	COMER	1635(E)**	DELTA DENTAL PLAN	Insurance	716.000	336	457.15
Total For Dept: 336							119,256.76
Total For Fund: 207							279,972.59
Fund: 208 PARKS, RECREATION & SENIOR SERVICES FUND							
Dept: 000 General							
03/18/2022	COMER	145554	Lora Wright	Rental Revenue (External) NCC	659.100	000	150.00
03/18/2022	COMER	145555	Yufa Lu	Rental Revenue (External) NCC	659.100	000	100.00
Total For Dept: 000							250.00
Dept: 753 Administration							
03/11/2022	COMER	145435	FASTSIGNS	PRINTING AND PUBLISHING	900.000	753	66.67
03/11/2022	COMER	145445**	Inacomp TSG	Data processing	812.000	753	10.00
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	753	5.85
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	753	43.06
03/25/2022	COMER	145586**	CDW GOVERNMENT INC	Data processing	812.000	753	677.20
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	753	28.93
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	753	35.08
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	753	8.55
04/01/2022	COMER	145690**	NORTHVILLE CHAMBER OF COMMERCE	Literature Dues and Seminars	958.000	753	45.00
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	753	43.67
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	753	19.62
03/18/2022	COMER	1633(A)**	Corporate Payment Systems	Data processing	812.000	753	17.11
				PRINTING AND PUBLISHING	900.000	753	641.00
☑ Check COMER 1633(A) Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							658.11
03/21/2022	COMER	1634(E)**	DELTA DENTAL PLAN	Insurance	716.000	753	9.89
03/28/2022	COMER	1635(E)**	DELTA DENTAL PLAN	Insurance	716.000	753	14.75
Total For Dept: 753							1,666.38

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Dept: 754 Recreation							
03/11/2022	COMER	145418	Laura J. Alves	Adult Volleyball	962.010	754	24.00
03/11/2022	COMER	145419**	Amazon Capital Services, Inc	Other Program Activities	962.100	754	501.17
03/11/2022	COMER	145432	David Duff	Youth Basketball	962.002	754	600.00
03/11/2022	COMER	145433	Keith Dutkiewicz	Youth Basketball	962.002	754	645.00
03/11/2022	COMER	145442	Keith Hickmon	Youth Basketball	962.002	754	315.00
03/11/2022	COMER	145445**	Inacomp TSG	Data processing	812.000	754	48.32
03/11/2022	COMER	145448	Susan L. Jostes	Youth Volleyball	962.011	754	428.75
03/11/2022	COMER	145449	Jump-A-Rama, Inc	Other Program Activities	962.100	754	1,526.11
03/11/2022	COMER	145450	KAUKAB LLC	Other Program Activities	962.100	754	170.85
03/11/2022	COMER	145452	RHETT LAKETA	Youth Basketball	962.002	754	1,260.00
03/11/2022	COMER	145460	Abby Reck	Youth Volleyball	962.011	754	180.00
03/11/2022	COMER	145478	TGA of Southeast Michigan	Other Program Activities	962.100	754	1,582.20
03/11/2022	COMER	145481**	Varipro Benefit Administrators	Professional Services	827.000	754	1.10
03/18/2022	COMER	145500	Jason Bailey	Other Program Activities	962.100	754	400.00
03/18/2022	COMER	145502	Devlin D. Bell	Youth Basketball	962.002	754	375.00
03/18/2022	COMER	145510	Patrick J. Crandall	Youth Basketball	962.002	754	150.00
03/18/2022	COMER	145511	Detroit Circus	Other Program Activities	962.100	754	340.00
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	754	1,655.99
03/18/2022	COMER	145562	BENJAMIN THAKADY	Youth Basketball	962.002	754	75.00
03/25/2022	COMER	145570	ANN ARBOR SPORT FENCING CLUB	Other Program Activities	962.100	754	189.00
03/25/2022	COMER	145574	AMERICAN RED CROSS	Other Program Activities	962.100	754	817.00
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	754	215.63
03/25/2022	COMER	145581#	Big Frog Custom Tees	Uniforms/QuarterMaster	758.000	754	546.00
03/25/2022	COMER	145584	CARSON BREEN	Youth Basketball	962.002	754	325.00
03/25/2022	COMER	145598	David Duff	Youth Basketball	962.002	754	180.00
03/25/2022	COMER	145601	Keith Hickmon	Youth Basketball	962.002	754	375.00
03/25/2022	COMER	145605	Susan L. Jostes	Adult Volleyball	962.010	754	100.00
03/25/2022	COMER	145606	KAUKAB LLC	Other Program Activities	962.100	754	92.44
03/25/2022	COMER	145607	JUSTIN LEY	Youth Basketball	962.002	754	600.00
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	754	66.29
03/25/2022	COMER	145644	St. Amand Appraisals	Other Program Activities	962.100	754	114.75
03/25/2022	COMER	145647	Steve Timm	Youth Basketball	962.002	754	150.00
03/25/2022	COMER	145649	WASSHALE GROUP	Youth Basketball	962.002	754	300.00
04/01/2022	COMER	145661**	AT&T	Telephone	851.000	754	154.39
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	754	12.36
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	754	43.67
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	754	19.62

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03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	754	10.27
				Ski Club	962.007	754	352.72
				Other Program Activities	962.100	754	95.06
							458.05
Ⓔcheck COMER 1633(A) Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	9.89
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	754	14.75
							15,062.33
Total For Dept: 754							
Dept: 770 Parks Maintenance							
03/11/2022	COMER	145431#	DTE ENERGY	Utilities	941.000	770	344.29
03/11/2022	COMER	145441*#	Health Equity	Professional Services	827.000	770	2.70
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	770	13.36
03/11/2022	COMER	145481*#	Variipro Benefit Administrators	Professional Services	827.000	770	2.20
03/11/2022	COMER	145486*#	WEINGARTZ	Gas, Vehicle Maintenance	741.000	770	13.99
03/11/2022	COMER	145491	Zero Waste USA	Operating/Office Supplies	740.000	770	1,123.87
03/18/2022	COMER	145509*#	CONSUMERS ENERGY	Utilities	941.000	770	283.52
03/18/2022	COMER	145522*#	HEALTH ALLIANCE PLAN	Insurance	716.000	770	1,820.36
03/18/2022	COMER	145525	JOHN'S SANITATION INC.	Utilities	941.000	770	300.00
03/18/2022	COMER	145563	VERIZON WIRELESS	Telephone	851.000	770	50.04
03/25/2022	COMER	145581#	Big Frog Custom Tees	Uniforms/QuarterMaster	758.000	770	2,202.00
03/25/2022	COMER	145602*#	HOME DEPOT CREDIT SERVICES	Gas, Vehicle Maintenance	741.000	770	779.35
03/25/2022	COMER	145615*#	NAPA Auto Parts	Gas, Vehicle Maintenance	741.000	770	709.30
				Operating/Office Supplies	740.000	770	15.28
							724.58
Ⓔcheck COMER 145615 Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							
03/25/2022	COMER	145643*#	STANDARD INSURANCE	Insurance	716.000	770	55.26
03/25/2022	COMER	145655*#	GRAINGER, INC.	Operating/Office Supplies	740.000	770	95.01
04/01/2022	COMER	145659	Ascension Michigan Employer Solutions - Occupational Health	Professional Services	827.000	770	216.00
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	770	42.00
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	770	13.28
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Insurance	716.000	770	87.35
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Insurance	716.000	770	39.24
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	770	2.84
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	770	19.78
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	770	29.49
							8,260.51
Total For Dept: 770							
Dept: 771 Senior Services							
03/11/2022	COMER	145419*#	Amazon Capital Services, Inc	Senior Events/Programs	962.550	771	139.98
03/11/2022	COMER	145426	Ann Brauchler	Health & Wellness	962.551	771	230.00
03/11/2022	COMER	145427	CANTON CANOPIES	Senior Events/Programs	962.550	771	115.00

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03/11/2022	COMER	145445#	Inacomp TSG	Data processing	812.000	771	26.64
03/11/2022	COMER	145472	Sarah Romero	Health & Wellness	962.551	771	172.00
03/11/2022	COMER	145474	Seize the Day Yoga, LLC	Health & Wellness	962.551	771	392.00
03/11/2022	COMER	145481**	Variopro Benefit Administrators	Professional Services	827.000	771	5.85
03/18/2022	COMER	145507	Melisa Burnham	Senior Events/Programs	962.550	771	135.33
03/18/2022	COMER	145515	Kelly Kilkenny Dragon	Health & Wellness	962.551	771	75.00
03/18/2022	COMER	145522**	HEALTH ALLIANCE PLAN	Insurance	716.000	771	636.93
03/18/2022	COMER	145537	TOULLA TSANGARIS PALAZETI	Health & Wellness	962.551	771	220.00
03/25/2022	COMER	145575**	AT&T	Telephone	851.000	771	172.23
03/25/2022	COMER	145582**	BLACKWELL FORD, INC	Senior Transportation	962.557	771	723.04
03/25/2022	COMER	145587	Choice Catering	Senior Events/Programs	962.550	771	540.00
03/25/2022	COMER	145641	SMART	Senior Transportation	962.557	771	316.50
03/25/2022	COMER	145643**	STANDARD INSURANCE	Insurance	716.000	771	19.32
04/01/2022	COMER	145661**	AT&T	Insurance	851.000	771	84.23
04/01/2022	COMER	145689**	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	771	4.73
03/07/2022	COMER	1629(E)**	DELTA DENTAL PLAN	Insurance	716.000	771	43.67
03/14/2022	COMER	1630(E)**	DELTA DENTAL PLAN	Insurance	716.000	771	19.62
03/18/2022	COMER	1633(A)**	Corporate Payment Systems	Data processing	812.000	771	5.66
☒ Check COMER 1633(A) Total for Fund 208 PARKS, RECREATION & SENIOR SERVICES FUND							
03/21/2022	COMER	1634(E)**	DELTA DENTAL PLAN	Insurance	716.000	771	9.89
03/28/2022	COMER	1635(E)**	DELTA DENTAL PLAN	Insurance	716.000	771	14.75
Total For Dept: 771 4,110.84							
Dept: 772 Community Center							
03/11/2022	COMER	145429	COCHRANE SUPPLY	Building Maintenance	811.000	772	175.63
03/11/2022	COMER	145431#	DTE ENERGY	Utilities	941.000	772	2,003.44
03/18/2022	COMER	145533#	NorthStar Mat Service	Building Maintenance	811.000	772	175.07
03/25/2022	COMER	145590	COMCAST CABLE	Telephone	851.000	772	162.73
03/25/2022	COMER	145593	CONSUMERS ENERGY	Utilities	941.000	772	2,723.38
03/25/2022	COMER	145635	ROSE PEST SOLUTIONS	Building Maintenance	811.000	772	48.00
Total For Dept: 772 5,288.25							
Dept: 773 Hillside							
03/18/2022	COMER	145533#	NorthStar Mat Service	Building Maintenance	811.000	773	157.12
03/25/2022	COMER	145595	Detroit Chemical & Paper Supply Co	Operating/Office Supplies	740.000	773	489.80
Total For Dept: 773 646.92							
Dept: 816 Northville Soccer Association							
03/25/2022	COMER	145571	Advanced Turf Solutions Inc	Allocated expenditures	939.208	816	1,689.00
Total For Dept: 816 1,689.00							

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Total For Fund: 208							
Fund: 217 Youth Assistance							
Dept: 602 Youth Assistance							
03/11/2022	COMER	145440	Jessica Harris	Youth Assistance Programs	818.005	602	99.71
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	602	11.68
03/11/2022	COMER	145482*#	VERIZON WIRELESS	Telephone	851.000	602	30.45
03/11/2022	COMER	145490	Nurtured Healing	Youth Assistance Programs	818.005	602	200.00
03/25/2022	COMER	145575*#	AT&T	Telephone	851.000	602	43.06
03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	602	379.98
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	602	35.08
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	602	17.47
Total For Dept: 602							
Total For Fund: 217							
Fund: 242 Five Mile Brownfield Revolving Fund							
Dept: 937 Township Reimbursements							
04/01/2022	COMER	145711	NORTHVILLE TOWNSHIP	Local Capture Reimbursement	997.001	937	380,451.58
Check COMER 145711 Total for Fund 242 Five Mile Brownfield Revolving Fund							
Total For Dept: 937							
Total For Fund: 242							
Fund: 243 Seven Mile Brownfield Redevel Authority							
Dept: 935 Developer Reimbursements							
04/01/2022	COMER	1636(E)	REIS-NORTHVILLE LLC	Local Capture Reimbursement	997.001	935	277,741.98
Total For Dept: 935							
Total For Fund: 243							
Fund: 340 7 MILE & HAGGERTY PROPERTY BOND DEBT							
Dept: 000 General							
03/11/2022	COMER	145423	BANK OF NEW YORK MELLON TRUST CO	DEBT PRINCIPAL	991.000	000	1,160,000.00
Check COMER 145423 Total for Fund 340 7 MILE & HAGGERTY PROPERTY BOND DEBT							
Total For Dept: 000							
Total For Fund: 340							

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 368 EDENDERRY PAVING SAD#27 P#5 DEBT SERVICE							
03/11/2022	COMER	145422	BANK OF NEW YORK MELLON	INTEREST EXPENSE	991.001	000	3,206.25
				DEBT PRINCIPAL	991.000	000	45,000.00
							<u>48,206.25</u>
Total For Dept: 000							48,206.25
Total For Fund: 368							<u>48,206.25</u>
Fund: 401 CAPITAL PROJECTS							
03/18/2022	COMER	145518	FIRST AMERICAN TITLE COMPANY	Public Safety Headquarters	974.005	000	550.00
03/18/2022	COMER	145520*#	G D ROBERTS COMPANY LLC	Public Safety Headquarters	974.005	000	600.00
				Seven Mile Demolition Project	975.000	000	420.00
				MITC Project	975.001	000	300.00
							<u>1,320.00</u>
Total For Dept: 000							9,985.45
Total For Fund: 401							<u>9,985.45</u>
Fund: 592 Water and Sewer Fund							
03/11/2022	COMER	145438	GRANITE INLINER, LLC	Utility Systems Control Acct	153.000	000	8,512.00
03/18/2022	COMER	145553	Jack Doheny Companies	METER RENTALS & INSPECTIONS	645.000	000	500.00
03/25/2022	COMER	145579#	BANK OF NEW YORK MELLON	BONDS PAYABLE - ELEVATED WATER TANK	266.000	000	295,000.00
03/25/2022	COMER	145628	50595 6 Mile Road, LLC	Water Capital Connection	610.000	000	224.00
				Water Meter 1"	615.000	000	2,350.00
							<u>2,574.00</u>
Total For Dept: 000							1,056.30
Total For Fund: 401							<u>9,985.45</u>
Fund: 592 Water and Sewer Fund							
03/25/2022	COMER	145633	Jennifer Cole	Miscellaneous Revenue	694.000	000	1,050.00
03/25/2022	COMER	145634	PAUL STEWART	Water & Sewer Receipts	643.000	000	211.90
04/01/2022	COMER	145704	TITLE ONE, INC.	Water & Sewer Receipts	643.000	000	72.46
							<u>307,920.36</u>

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Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Dept: 536 Water & Sewer Department							
03/11/2022	COMER	145416*#	ACTION MAT AND TOWEL RENTAL	Building Maintenance	811.000	536	36.07
03/11/2022	COMER	145420	Ascension Michigan Employer Solutions - Occupational Health	Professional Services	827.000	536	62.00
03/11/2022	COMER	145430	COUGAR SALES & RENTAL, INC	Concrete Scarifier 9HorsePower	972.000	536	5,099.00
03/11/2022	COMER	145437	Great Lakes Water Authority	Water Service	922.000	536	441,227.64
03/11/2022	COMER	145441*#	Health Equity	Professional Services	827.000	536	10.80
03/11/2022	COMER	145443	HOME DEPOT CREDIT SERVICES	Operating/Office Supplies	740.000	536	42.24
				Building Maintenance	811.000	536	563.24
				Sewer System Maint.	924.000	536	27.96
				Water Serv. Intall. & Supplies	972.000	536	2,206.00
							2,839.44
Ⓜcheck COMER 145443 Total for Fund 592 Water and Sewer Fund							
03/11/2022	COMER	145444	HydroCorp	Professional Services	827.000	536	7,865.00
03/11/2022	COMER	145445*#	Inacomp TSG	Data processing	812.000	536	99.20
03/11/2022	COMER	145453*#	Michigan Linen Service	Uniforms/QuarterMaster	758.000	536	711.37
03/11/2022	COMER	145473*#	ROSE PEST SOLUTIONS	Building Maintenance	811.000	536	43.00
03/11/2022	COMER	145479	TIREMAXX INC	Equipment Maintenance	813.000	536	355.00
03/11/2022	COMER	145481*#	Varipro Benefit Administrators	Professional Services	827.000	536	30.75
03/11/2022	COMER	145482*#	VERIZON WIRELESS	Telephone	851.000	536	617.20
03/11/2022	COMER	145485*#	WEBER JANITORIAL SUPPLIES	Building Maintenance	811.000	536	145.85
03/11/2022	COMER	145486*#	WEINGARTZ	Equipment maintenance	813.000	536	5.99
03/18/2022	COMER	145499	Azteca Systems, Inc	Data processing	812.000	536	2,612.50
03/18/2022	COMER	145501	Robert Belair II	Literature Dues and Seminars	958.000	536	20.00
03/18/2022	COMER	145505	BLACKWELL FORD, INC	Gas, Vehicle Maintenance	741.000	536	104.75
03/18/2022	COMER	145509*#	CONSUMERS ENERGY	Utilities	941.000	536	3,304.03
03/18/2022	COMER	145516	DTE ENERGY	Utilities	941.000	536	577.75
03/18/2022	COMER	145521	GUARDIAN ALARM	Building Maintenance	811.000	536	275.04
03/18/2022	COMER	145522*#	HEALTH ALLIANCE PLAN	Insurance	716.000	536	18,627.31
03/18/2022	COMER	145524*#	WENDY HILLMAN - PC	Operating/Office Supplies	740.000	536	80.00
03/18/2022	COMER	145527*#	KONICA MINOLTA	Equipment Maintenance	813.000	536	199.37
03/18/2022	COMER	145541*#	PLANTE & MORAN, PLLC	Audit and Accounting	828.000	536	10,000.00
03/18/2022	COMER	145542*#	PLYMOUTH RUBBER & TRANSMISSION	Sewer System Maint.	924.000	536	348.06
03/25/2022	COMER	145575*#	AT&T	Telephone	851.000	536	423.75
03/25/2022	COMER	145578	AT&T	Cable Wi-Fi & TV	832.000	536	156.54
03/25/2022	COMER	145579#	BANK OF NEW YORK MELLON	INTEREST EXPENSE	991.001	536	33,300.00
03/25/2022	COMER	145582*#	BLACKWELL FORD, INC	Gas, Vehicle Maintenance	741.000	536	229.31
03/25/2022	COMER	145586*#	CDW GOVERNMENT INC	Data processing	812.000	536	3,229.83
03/25/2022	COMER	145588	CINTAS CORPORATION	Uniforms/QuarterMaster	758.000	536	783.04
03/25/2022	COMER	145589*#	Clear Rate Communications, Inc	Telephone	851.000	536	113.93
03/25/2022	COMER	145597*#	DTE ENERGY	Utilities	941.000	536	540.82
03/25/2022	COMER	145602*#	HOME DEPOT CREDIT SERVICES	Building Maintenance	811.000	536	61.00

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03/25/2022	COMER	145643*#	STANDARD INSURANCE	Insurance	716.000	536	517.43
04/01/2022	COMER	145660*#	Associated Newspapers of Michigan	PRINTING AND PUBLISHING	900.000	536	27.20
04/01/2022	COMER	145661*#	AT&T	Telephone	851.000	536	312.36
04/01/2022	COMER	145667	Core & Main LP	Water Serv. Intall. & Supplies	972.000	536	91.14
04/01/2022	COMER	145672*#	DTE ENERGY	Utilities	941.000	536	1,910.67
04/01/2022	COMER	145673	EJ USA INC	Water Serv. Intall. & Supplies	972.000	536	49,600.80
04/01/2022	COMER	145674	EGANIX, INC	Sewer System Maint.	924.000	536	610.00
04/01/2022	COMER	145676	FERGUSON ENTERPRISES, LLC	Water Serv. Intall. & Supplies	972.000	536	188.28
04/01/2022	COMER	145680	KENNEDY INDUSTRIES INC.	Water Serv. Intall. & Supplies	972.000	536	526.50
04/01/2022	COMER	145685	MICHIGAN RURAL WATER ASSOC.	Training	957.000	536	2,580.00
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Insurance	716.000	536	138.74
04/01/2022	COMER	145693	PLYMOUTH RUBBER & TRANSMISSION	Water Serv. Intall. & Supplies	972.000	536	58.68
04/01/2022	COMER	145709*#	Siteone Landscape Supply, LLC	Building Maintenance	811.000	536	94.56
04/01/2022	COMER	145712	VAN BUREN STEEL	Building Maintenance	811.000	536	201.00
04/01/2022	COMER	145713	VERSALIFT MIDWEST	Equipment Maintenance	813.000	536	698.69
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Insurance	716.000	536	567.76
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Insurance	716.000	536	255.07
03/18/2022	COMER	1633(A)*#	Corporate Payment Systems	Data processing	812.000	536	21.08
☒check COMER 1633(A) Total for Fund 592 Water and Sewer Fund				Literature Dues and Seminars	958.000	536	405.00
							426.08
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Insurance	716.000	536	128.60
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Insurance	716.000	536	191.71
Total For Dept: 536							593,260.61
Total For Fund: 592							901,180.97
Fund: 702 Escrow Fund							
Dept: 000 General							
03/11/2022	COMER	145461	Finished Basements Plus	B121-0295 - PB21-1085	292.007	000	500.00
☒check COMER 145461 Total for Fund 702 Escrow Fund				B121-0326 - PB21-1160	292.007	000	500.00
							1,000.00
03/11/2022	COMER	145462	Pulte Homes of Michigan	BBG16-00005 - PB16-0436	292.007	000	1,500.00
03/11/2022	COMER	145463	Foundation Systems of Michigan, Inc.	B121-0337 - PB21-1185	292.007	000	500.00
03/11/2022	COMER	145464	TOLL MI IV LIMITED PTNP	BCO21-0035 - PB20-0700	292.007	000	1,000.00
03/11/2022	COMER	145477	STANTEC CONSULTING MICHIGAN INC	LREZ1-0016 - PSKPA21-0001	262.701	000	300.00
03/15/2022	COMER	145492	Sarma, Srinivas And Madhulika	B120-0223 - PB20-0473	292.007	000	500.00
03/18/2022	COMER	145544	PROGRESSIVE AE	TERE22-0002 - PSPR22-0001	262.701	000	320.00
☒check COMER 145544 Total for Fund 702 Escrow Fund				TERE22-0001 - PPUA21-0003	262.701	000	515.00
							835.00

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03/18/2022	COMER	145546	THAYER, ALEXANDER	B121-0386 - PB21-1358	292.007	000	500.00
03/18/2022	COMER	145547	PROGRESSIVE AE	TERE22-0003 - PSLU22-0001	262.701	000	445.00
03/18/2022	COMER	145548	Suravaram, Raghu	B121-0253 - PB21-0921	292.007	000	500.00
03/18/2022	COMER	145549	Northern Mechanical & Development	B121-0034 - PB21-0073	292.007	000	500.00
03/18/2022	COMER	145550	Michigan's Best Deck Builders	B121-0342 - PB21-1204	292.007	000	500.00
03/18/2022	COMER	145551	Adams, Jennifer-Michael	B118-0236 - PB18-0489	292.007	000	500.00
03/18/2022	COMER	145552	EUROCRAFT BUILDERS	B121-0028 - PB21-0063	292.007	000	500.00
03/25/2022	COMER	145626	Supreme Deck Inc.	B122-0042 - PB22-0064	292.007	000	500.00
03/25/2022	COMER	145627*	COOPER, KAREN-STEVEN, TRUSTEES	B121-0394 - PB21-1375	292.007	000	500.00
03/25/2022	COMER	145629	DPG2 LLC	Landscape inspection fees	262.910	000	300.00
03/25/2022	COMER	145630	Bear Builders of Michigan	B121-0306 - PB21-1120	292.007	000	500.00
03/25/2022	COMER	145631	Foundation Systems of Michigan, Inc.	B121-0336 - PB21-1184	292.007	000	500.00
03/25/2022	COMER	145632	Fingerroot, Howard	PSPR19-0003-2 - PSPR19-0003	262.701	000	421.25
04/01/2022	COMER	145696	Villanova Construction Co. Inc.	B121-0371 - PB21-1319	292.007	000	500.00
04/01/2022	COMER	145697	Finished Basements Plus	B121-0331 - PB21-1178	292.007	000	500.00
04/01/2022	COMER	145698	Archadeck of Southeast Michigan	B121-0341 - PB21-1201	292.007	000	500.00
04/01/2022	COMER	145699	Briarstone Building Inc	B121-0318 - PB21-1132	292.007	000	500.00
04/01/2022	COMER	145700	Ryln Homes and Remodeling LLC	B121-0239 - PB21-0892	292.007	000	500.00
04/01/2022	COMER	145701	AIS Installation	B122-0047 - PB22-0079	292.007	000	500.00
04/01/2022	COMER	145702	Guidobono Building Company	BCO21-0023 - PB18-0494	292.007	000	1,500.00
04/01/2022	COMER	145703	Schafer Development LLC	PCRZ20-0001-3 - PCRZ20-0001	262.701	000	400.00
04/01/2022	COMER	145710	STANTEC CONSULTING MICHIGAN INC	LRE21-0006 - PGENREV21-0004	262.701	000	300.00
				LRE21-0010 - PSPR21-0001	262.701	000	600.00
☒ Check COMER 145710 Total for Fund 702 Escrow Fund							900.00
Total For Dept: 000							17,601.25
Total For Fund: 702							17,601.25
Fund: 703 Current Tax Fund							
03/11/2022	COMER	145465	PETERSON, JEFFREY-JANICE	Miscellaneous Overpayments	690.000	000	89.60
03/11/2022	COMER	145466	KOESTER, TINA L	Miscellaneous Overpayments	690.000	000	97.89
03/11/2022	COMER	145467	TARIQ, ZAFAR-KHAN, FARAH	Miscellaneous Overpayments	690.000	000	401.68
03/11/2022	COMER	145468	HAUPT, DOROTHY	Miscellaneous Overpayments	690.000	000	27.97
03/11/2022	COMER	145469	GLYNN, JAMES P.	Miscellaneous Overpayments	690.000	000	49.94
03/11/2022	COMER	145470	DENDRINOS, GEORGE S-SUSAN M	Miscellaneous Overpayments	690.000	000	111.25
03/11/2022	COMER	145471	ROY, TOMMOY	Miscellaneous Overpayments	690.000	000	86.87
03/18/2022	COMER	145556	RYAN AND JACQUELYN EMERY LLC	Miscellaneous Overpayments	690.000	000	219.86
03/18/2022	COMER	145557	BARCLAY, WILLIAM B. - LINDA J.	Miscellaneous Overpayments	690.000	000	1,700.65
03/18/2022	COMER	145558	LEWIS, MICHAEL G.-MICHELLE R.	Miscellaneous Overpayments	690.000	000	7.49

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04/01/2022	COMER	145686	MITCRA	MITCRA TIR Capture	275.371	000	7,218.38
Total For Dept: 000							10,011.58
Total For Fund: 703							10,011.58
Fund: 737 Other Post Employment Benefits Trust							
04/01/2022	COMER	145689*#	NATIONAL VISION ADMINISTRATORS	Retiree HC - AFSCME W&S	716.001	000	17.10
				Retiree HC - AFSCME Clerical	716.002	000	30.38
				Retiree HC - COAM	716.003	000	128.21
				Retiree HC - POAM Officer	716.004	000	81.66
				Retiree HC - POAM Dispatch	716.005	000	4.73
				Retiree HC - IAFF	716.006	000	20.91
				Retiree HC - Non-Union Mgmt	716.007	000	121.51
				Retiree HC - Non-Union Bldg & Maint	716.008	000	8.55
check COMER 145689 Total for Fund 737 Other Post Employment Benefits Trust							413.05
03/07/2022	COMER	1629(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	87.35
				Retiree HC - AFSCME Clerical	716.002	000	174.70
				Retiree HC - COAM	716.003	000	611.44
				Retiree HC - POAM Officer	716.004	000	436.74
				Retiree HC - POAM Dispatch	716.005	000	43.67
				Retiree HC - IAFF	716.006	000	87.35
				Retiree HC - Non-Union Mgmt	716.007	000	698.78
				Retiree HC - Non-Union Bldg & Maint	716.008	000	87.35
check COMER 1629(E) Total for Fund 737 Other Post Employment Benefits Trust							2,227.38
03/14/2022	COMER	1630(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	39.24
				Retiree HC - AFSCME Clerical	716.002	000	78.48
				Retiree HC - COAM	716.003	000	274.69
				Retiree HC - POAM Officer	716.004	000	196.20
				Retiree HC - POAM Dispatch	716.005	000	19.62
				Retiree HC - IAFF	716.006	000	39.24
				Retiree HC - Non-Union Mgmt	716.007	000	313.93
				Retiree HC - Non-Union Bldg & Maint	716.008	000	39.24
check COMER 1630(E) Total for Fund 737 Other Post Employment Benefits Trust							1,000.64
03/21/2022	COMER	1634(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	19.78
				Retiree HC - AFSCME Clerical	716.002	000	39.57
				Retiree HC - COAM	716.003	000	138.49
				Retiree HC - POAM Officer	716.004	000	98.92
				Retiree HC - POAM Dispatch	716.005	000	9.89
				Retiree HC - IAFF	716.006	000	19.78

CHECK DISBURSEMENT REPORT FOR NORTHVILLE CHARTER TOWNSHIP
 CHECK DATE 03/05/2022 - 04/01/2022



Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
☑check COMER 1634(E) Total for Fund 737 Other Post Employment Benefits Trust							
03/28/2022	COMER	1635(E)*#	DELTA DENTAL PLAN	Retiree HC - AFSCME W&S	716.001	000	29.49
				Retiree HC - AFSCME Clerical	716.002	000	58.99
				Retiree HC - COAM	716.003	000	206.46
				Retiree HC - POAM Officer	716.004	000	147.47
				Retiree HC - POAM Dispatch	716.005	000	14.75
				Retiree HC - IAFF	716.006	000	29.49
				Retiree HC - Non-Union Mgmt	716.007	000	235.95
				Retiree HC - Non-Union Bldg & Maint	716.008	000	29.49
							752.09
Total For Dept: 000							4,897.64
Total For Fund: 737							4,897.64
Report Total:							3,755,300.66

*#-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

#-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT