NORTHVILLE CITY COUNCIL CITY HALL - Council Chambers 215 W. Main Street Northville, MI 48167 248-349-1300

September 18, 2023 - 7:00 P.M.

Residents may attend in-person or via Zoom. Members of the public participating electronically will be considered present at the meeting and may participate as if physically present at the meeting. The following is a link to attend the meeting: $\frac{\text{https://us02web.zoom.us/j/89353246402}}{\text{https://us02web.zoom.us/j/89353246402}}$ Or Telephone: . +1 301 715 8592 or +1 309 205 3325 Webinar ID:. 893 5324 6402

If the above Zoom link is not working, cut and paste the Webinar ID into the "Join Meeting" option on the Zoom website.

- 1. PLEDGE OF ALLEGIANCE
- 2. CALL TO ORDER/ROLL CALL
- 3. AGENDA:

Approval of Agenda and Consent Agenda (attached).

(All items on the Consent Agenda are considered to be routine by the City Council and will be approved by one motion. There will be no separate discussion of these items unless a Council member or citizen so requests, in which event, the item will be moved to the Main Agenda.)

Action: Motion to Approve - Motion to Approve as Amended

4. PRESENTATIONS:

- A. Citizens Comments Limited to 3 minutes per citizen/subject. If more time is needed, the item may be placed on the agenda.
- 5. **PUBLIC HEARINGS:** None
- 6. **PETITIONS, REQUESTS, AND COMMUNICATIONS:** None
- 7. RESOLUTIONS AND ORDINANCES:
 - A. Ordinance Amendment / Article VI Installation & Maintenance/Grease Interceptors; Discharge Prohibitions/Second Reading
- 8. UNFINISHED BUSINESS: None
- 9. NEW BUSINESS:
 - A. Proposed Downs Development Agreement
 - Development Agreement Exhibits
 - B. Public Hearing to Establish Commercial Rehabilitation District
 - C. Public Hearing to Approve Exemption Certificate
 - D. Public Hearing to Consider Downs Brownfield Plan

10. MAYOR/COUNCIL COMMUNICATIONS:

- A. Mayor and Council Communications
- B. City Manager Communications

11. ADJOURNMENT

Respectfully submitted,

George Lahanas

George Lahanas City Manager

4. CONSENT AGENDA:

The City Council will approve the Consent Agenda by one motion. If discussion on an item is requested, that item will be moved to the main agenda.

A. Approve City Council Minutes of:

Closed Session of September 7, 2023 Regular Meeting of September 7, 2023

- B. Receive Bills List: Week of September 4, 2023
- C. Receive Board and Commission Minutes: None
- D. Receive Departmental Reports: Youth Network 9/23
- E. Board and Commission Appointments: None
- F. Special Event Request / Cornhole Tournament
- G. Special Event Request / Skeletons are Alive!
- H. Request to Purchase / AED's
- I. City Hall Roofing Consultant Services Contract
- J. Proposed Contract Award 2023 Pavement Marking Program
- K. Consideration of Contract Award / Parking Lot Snow Plowing
- L. Request to Close Street / Block Party / Eaton Drive
- M. Addendum A / Current CLEMIS Agreement to Share Crime Data- CLEMIS Public Crime Search Application
- N. Proposed Interlocal Agreement / Early Voting Election Services



To: Mayor and City Council

From: Mike Domine, Public Works Director

Date: September 18, 2023

Subject: ARTICLE VI. INSTALLATION AND MAINTENANCE OF GREASE INTERCEPTORS; DISCHARGE

PROHIBITIONS

Background

At its regular meeting on August 21, 2023, City Council introduced for first reading a proposed amendment to Chapter 86 Utilities, Article VI (Attachment A).

When food service providers improperly dispose of fats, oils and grease (FOG), byproducts may end up in wastewater treatment plants and storm water systems. FOG buildup in pipes can become as hard as concrete and may completely block pipes, resulting in back-ups of raw sewage and/or flooding. FOG Facts:

- FOG clogs are caused when fats, oils or greases are dumped down the sewer lines. Once there, they can harden along pipe walls.
- FOG pollution is also caused when FOG from leaking or overfilled recycling containers leaks or is hosed into storm drains.
- Clogs can result in sewage overflow, health hazards, and environmental problems like water pollution.
- You can save money with the proper use of a grease trap / interceptor or a disposal service. Sewer repair fees and cleanup costs can be much greater than a hauler's service fees.

<u>Analysis:</u> The purpose of this Ordinance is for the health, safety, and general welfare of the citizens of the City through the regulation of FOG byproduct discharges.

City Attorney, has reviewed and approved this ordinance amendment. These changes are to become an amendment to Chapter 86 of the City of Northville Code.

Minor changes have been made since first reading to address council and impacted establishment's comments. (Additions are <u>underlined</u>, deletions are <u>strike thru</u>)

Budget Impact: There is no additional budget impact associated with the adoption of this amendment.

Recommendation: It is recommended that City Council approve and adopt the second reading of the proposed amendment to Chapter 86 Utilities, ARTICLE VI. INSTALLATION AND MAINTENANCE OF GREASE INTERCEPTORS; DISCHARGE PROHIBITIONS ordinance as presented.

Recommended Motion: I move that City Council approve and adopt the second reading of the proposed amendment to Chapter 86 Utilities, ARTICLE VI. INSTALLATION AND MAINTENANCE OF GREASE INTERCEPTORS; DISCHARGE PROHIBITIONS ordinance as presented.

Mike Domine, Public Works Director	George Lahanas
DEPARTMENT	CITY MANAGER

CITY OF NORTHVILLE OAKLAND AND WAYNE COUNTY, MICHIGAN

ORDINANCE NO.	

AN ORDINANCE TO AMEND THE CITY OF NORTHVILLE CODE OF ORDINANCES CHAPTER 86, "UTILITIES", TO ADD A NEW ARTICLE VI. INSTALLATION AND MAINTENANCE OF GREASE INTERCEPTORS; DISCHARGE PROHIBITIONS

THE CITY OF NORTHVILLE ORDAINS:

That the City of Northville City Code, Chapter 86, "Utilities", is amended by adding a new ARTICLE VI. INSTALLATION AND MAINTENANCE OF GREASE INTERCEPTORS; DISCHARGE PROHIBITIONS, to read as follows:

Modify the following sections (additions are underlined, deletions are strike thru)

ARTICLE VI. INSTALLATION AND MAINTENANCE OF GREASE INTERCEPTORS; DISCHARGE PROHIBITIONS

Sec. 86-148. Statement of purpose.

The purpose of this Ordinance is for the health, safety, and general welfare of the citizens of the City through the regulation of proper disposal and/ or discharge of fats, oils and grease (FOG).

Sec. 86-148149. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Grease interceptor shall mean and include a device commonly referred to as a "grease trap" and/or "grease interceptor," described as a device to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas. A device for separating and retaining waterborne greases and grease complexes prior to wastewater exiting the device and entering the sanitary sewer collection system. A grease interceptor is commonly associated with kitchen cleaning appliances such as sinks, woks, and any other drains that collect oil and/or grease so as to prevent unreasonable accumulations of oil and/or grease from infiltrating into the sanitary sewer system and otherwise prohibiting the free flow of wastewater within such system.

Establishment and Food preparation areas shall refer to a place or a business primarily intended for activities of preparing, serving or otherwise making available for consumption food stuffs, and which are used for one (1) or more of the following preparation activities: washing, trimming or cleaning fish and/or meat; cooking by frying (all methods); baking (all methods); grilling; sauteing; rotisserie cooking; broiling (all methods); boiling, blanching, roasting, toasting, or poaching; also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, no drinkable food product in or on a receptacle that requires washing. Residential dwellings at which food is prepared for personal consumption shall not be considered an establishment.

<u>Owner and/or operator</u> shall mean any individual, partnership, firm, company, corporation, association, trust, estate, or any other legal entity or their legal representative, agent, or assign.

Grease interceptor shall mean and include a device commonly referred to as a "grease trap" and/or "grease interceptor," described as a device to receive the drainage from fixtures and equipment with grease-laden waste

located in food preparation areas, such as in restaurants, hotel kitchens, hospitals, bars, cafeterias and the like, and also described as a device for separating and retaining waterborne greases and grease complexes prior to wastewater exiting the device and entering the sanitary sewer collection system. A grease interceptor is commonly associated with kitchen cleaning appliances such as sinks, woks, and any other drains that collect oil and/or grease so as to prevent unreasonable accumulations of oil and/or grease from infiltrating into the sanitary sewer system and otherwise prohibiting the free flow of wastewater within such system. For purposes of this definition, the term "kitchen" shall refer to a food preparation area located other than in a single family dwelling, primarily intended for activities of preparing, serving or otherwise making available for consumption food stuffs, and which are used for one or more of the following preparation activities: washing, trimming or cleaning fish and/or meat, cooking by frying (all methods), baking (all methods), grilling, sauteing, rotisserie cooking, broiling (all methods) boiling, blanching, roasting, toasting, or poaching; also included are infrared heating, searing, barbecuing, and any other food preparation activity that produces a hot, non-drinkable food product in or on a receptacle that requires washing.

Sec. 86-149150- Design and standards.

Grease interceptors shall be designed, and shall perform, in the manner provided for in Chapter 10 of the Michigan Plumbing Code, governing traps, interceptors, and separators, as such code is amended from time-to-time. Grease disposal plans and all vendor disposal contracts must be provided to the City of Northville.

Sec. 86-150151. Discharge prohibitions.

<u>The owner and/or operator of a No non-domestic residential dwelling user</u> shall <u>not</u> discharge wastewater such that the concentration of fat, oil and/or grease in a grab sample exceeds 100 mg/l.

Sec. 86-151152. Requirement regarding installation and maintenance.

All grease interceptors shall be properly installed and maintained in working order, and shall be kept free from obstructions, leaks and defects, and shall be capable of performing the function for which such devices are designed, as specified herein. All grease interceptors shall remain on private property, including all waste. All grease interceptors shall be maintained in a safe, sanitary and functional condition. The City of Northville shall be granted access to conduct on-site annual inspection to assure compliance with this article.

Sec. 86-152153. Requirement for testing.

The owner and/or operator of existing and new establishments with a grease interceptor shall each be responsible to secure the testing of and provide an independent certification that the grease interceptor is functioning as intended. For this purpose, samples of wastewater which have passed through the grease interceptor (and not through any other filter) shall be provided to an independent environmental engineer licensed to practice in the State of Michigan, who shall test and provide a certified report to the City on whether the grease interceptor is functioning in conformance with the standards of the plumbing code, the sewer use ordinance and all other applicable rules, regulations, ordinances and codes. Such testing and certification shall be undertaken quarterly bimonthly, and the certification, which shall include the date the sample was taken, and the date of testing, and the test results expressed in terms relating to the standards required herein, and shall be provided to the office of the City of Northville Public Works Division on the first day of each even numbered month. Failure to provide the quarterly bimonthly certifications when required shall constitute a violation of this article.

Sec. 86-153154. Periodic clean out.

Each grease interceptor shall be cleaned out and the operator of the establishment shall dispose of the contents in a lawful manner. Such clean out shall be undertaken on a quarterly basis, or on more frequent intervals specified in a written notice provided by the City to the owner and/or operator of the grease interceptor based upon the ownership and/or occupancy records of the City. The intervals specified in the notice shall be formulated based upon the type and size of user, prior inspections, and other relevant information. A certification of the owner and/or operator of the premises, including the date, name of person performing the work, a description of the cleaning undertaken, the amount of solids and grease removed and an identification of the location of grease disposal, shall all be provided to the City in writing on the first day of June and December each year, reflecting all clean out activity in the immediately preceding two quarters. Failure to provide such certifications when required shall constitute a violation of this article.

Sec. 86-154155. Posting of maintenance and repair log.

In all <u>establishments facilities</u> having a grease interceptor, a maintenance and repair log, showing the date of maintenance and repair, description of maintenance and repair performed, and the identification of the person or persons who performed the maintenance and repairs on each occasion, shall be conspicuously posted on the premises in the immediate vicinity of the grease interceptor facility. Such maintenance log shall be retained by the operator of the establishment for at least one year, and the current and past log records shall be made available to City inspectors during all reasonable business hours for examination. Failure to maintain such a log shall constitute a violation of this ordinance.

Sec. 86-155156. Violations and penalties.

- (1) Any property owner and/or operator of an establishment who violates any provision of this article shall be responsible for a municipal civil infraction and shall, upon a finding of responsibility, be punished by paying a fine of \$250.00. For each subsequent violation of this ordinance, the responsible person or entity shall pay a fine of not less than \$500.00.
- (2) The City may also seek additional legal and/or equitable relief in the district court or by filing suit in the circuit court. The City may recover its reasonable attorney's fees, court costs and other expenses related to enforcement activities or litigation against the person or entity found to have violated this article.

Sec. 86-157158. Certification review fee.

The fee for the review of the Certification required by Sec.86-<u>152</u>153 shall be seventy-five (\$75.00) dollars <u>annually</u>. A late fee of twenty-five (\$25.00) dollars shall be imposed on any establishment that has not provided a complete Certification and paid the review fee within ten (10) days of the due date

Sec. 86-158159. Interim and emergency measures.

Considering that this article creates new obligations that will require a period of time for property owners and or operators of existing establishments to make arrangements for compliance, the following shall apply:

(1) Interim Measures:

(a) The requirement to install, maintain and repair grease interceptors on new and existing properties and establishments shall apply January 1, 2024. Provided, in view of the fact that the requirement for the installation of grease interceptors is not newly introduced by this article, and have previously been required under the plumbing code, the six-month grace period for compliance shall not apply to the obligation for installation of grease interceptors in existing establishments.

- (b) The obligation for testing and posting of maintenance logs, as required under sections 86-152 86-153 and 86-154 86-155, above, shall not be enforced against existing establishments for a period of six months from January 1, 2024. provided, in view of the fact that the requirement for the installation of grease interceptors is not newly introduced by this article, and have previously been required under the plumbing code, the six-month grace period for compliance shall not apply to the obligation for installation of grease interceptors in existing establishments.
- (c) Notwithstanding that enforcement of the testing and maintenance log requirements shall be deferred for a period of six months from January 1, 2024, in the event the City determines, in the reasonable exercise of discretion that the failure to maintain and repair a grease interceptor during such six-month period is likely to result in an obstruction in the City sanitary sewer system, following notice from the City, and an opportunity of for the property owner and/or operator of the establishment to cure the defect within the time stated in the notice, such condition is hereby declared to be a public health nuisance that may jeopardize health and property in the City. In the event of such nuisance, the City shall have the right, but not the obligation, to take action to clear the obstruction, in which event the property owner and/or the operator of the premises shall be required to reimburse the City for all its costs and expenses as set forth in subsection (4) (2) below. Notice that curative action is necessary shall be sent by U.S. mail to the address listed in the City clerk's records and delivered to the premises.

Emergency Measures: Fees and reimbursement of costs.

(2) <u>Emergency</u>

- (a) In the event of emergency measures, it is the purpose of this section to provide for recovery of costs from the property owner and/or operator of the establishment responsible for an obstruction in the City's sewer system.
- (b) All costs associated with the repairs made by the City or its agent as part of an emergency measure, including any expense, loss, damage, penalty, attorney fees or court costs incurred by the City shall be assessed to the property owner and/or operator of the establishment responsible for an obstruction in the City's sewer system. In addition to the actual costs for material, equipment and labor, the City shall assess documented costs for mobilization and reasonably incurred legal costs or expenses against the responsible owner and/or operator.
- (c) After completion of the repairs made by the City or its agent as part of an emergency measure, the owner and/or operator of the offending establishment shall fully restore the property, including repair of roads, sidewalks, driveways and anything else requiring restoration. If the restoration is not made within a reasonable period of time, the City shall have the right but not the obligation to restore the property and shall assess all costs associated with the restoration to the owner and/or operator of the establishment responsible for the obstruction in the City's sewer system.

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MEMORANDUM

TO: Mayor Brian Turnbull Council Members

FROM: Rosati, Schultz, Joppich & Amtsbuechler, PC

RE: Northville Downs Project

DATE: September 15, 2023

Before the City Council on September 18, 2023, are three agreements for consideration which relate to the Northville Downs Project. We have previously provided our legal opinions on the various agreements. The agreements are described below.

1. The Northville Downs Planned Development Agreement.

Since the Preliminary PUD approval by the City Council on November 21, 2022, the parties have been in negotiations on the terms of the agreement that will govern the development and set forth each party's obligations. The Developers have proposed the redevelopment of certain real property, consisting of approximately 48.12 acres of land formerly at or near the location of the Northville Downs Racetrack, near Seven Mile Road and S. Center Street, extending to E. Cady Street to the north and River Street to the east. The Project contains a commercial component, and residential components consisting of apartment units along Cady Street, condominiums along Cady Street, row houses along Cady, Griswold, Beal and South Center Streets, and townhomes and single-family homes along Beal Street, Center Street and on the south end of the property. The Project also includes the daylighting of the Rouge River along the boundaries, as well as the creation of a Central Park, Gateway Park, and River Park. As an aside, Wayne County and the City have negotiated and agreed to an Interlocal Agreement that will provide \$2.5 million in ARPA funds toward the daylighting of the river, subject to meeting certain timelines.

Negotiations took place over an extended period of time. The Agreement contains the terms that will govern the development. It includes specifications as to when each component of the Project will be constructed, and the requirements for each of the components of the Project. The Agreement also specifies the public benefits offered by the Developers related to infrastructure improvements, creation of parks, providing a temporary Farmer's Market location within the Project, demolition of existing structures, and the daylighting of the river, as well as the amount of contributions that will be made by the Developers toward those public benefits. The City's

obligations include maintenance of the new parks, replacement of the existing Cady Street water main with a new 12" water main, construction of necessary traffic improvements at Seven Mile Road/South Main Street and Seven Mile Road/Northville Road (in conjunction with Wayne County), approval of a Brownfield Plan, the establishment of a Commercial Rehabilitation District, and approval of a PA 210 certificate for tax abatement. To date, the City Council has approved the Preliminary PUD Site Plan, subject to a number of conditions, including a Development Agreement satisfactory to City Council, which does not obligate the City to approve anything further if the City Council is not satisfied with the agreements being presented at this time.

The following highlights the pertinent sections of the Planned Development Agreement:

- Article I describes the various components of the Project.
- Article II sets forth the various requirements that the Developers must adhere to in the construction of the Project.
- Article III conditions the approved uses and architectural and design guidelines.
- Article IV contains the various conditions on the approval in terms of such items as the daylighting of the river, and the various improvements and timing of payment for those improvements as part of the public benefits.
- Article V sets forth the phasing plan for each of the components of the Project, as well as the language stating when the Project will vest.
- Article VI contains the requirements for Performance Guarantees to ensure that the Project will be completed, including the River Rouge Daylighting.
- Article VII sets forth the obligations for maintenance of the open spaces and common areas, including the Central Park.
- Article VIII sets forth the City's obligation with respect to the issuance of building and other permits.
- Article VIX sets forth the insurance requirements while the Project is under development.
- Article X requires the Developers to reimburse the City for costs it incurred in reviewing and approving the Project, as well as future costs associated with the Project.
- Article XI states the remedies that are available in the event that enforcement of the Agreement is required.
- Article XII limits the Developers' rights in the event of a perceived breach of the Agreement by the City, and limits the ability of the Developers to sue any employees of the City or to seek damages.
- Article XIII are miscellaneous contract provisions.

2. The PA 210.

The Commercial Rehabilitation Act, PA 210 of 2005, as amended, was adopted by the State legislature to provide a local unit of government, in this case, the City, the ability to offer a tax incentive for the rehabilitation of commercial property for the primary purpose and use of a commercial business or multi-family residential facility within a Commercial Rehabilitation District created within the City's boundaries. The City may offer exemptions which are approved by the City Council for a term of 1-10 years. The property taxes are based upon the previous year's

(prior to rehabilitation) taxable value. The taxable value is frozen for the duration of the certificate. Applications are filed, reviewed and approved by the City, but are also subject to review at the State level by the State Tax Commission, Property Services Division. The State Tax Commission (STC) is responsible for final approval and issuance of certificates. Exemptions are not effective until approved by the STC.

Typically, PA 210 Districts are created and exemptions are provided in order to incentivize a developer to undertake improvement of a property that has been underutilized in the community and that would better serve the community if rehabilitated for a commercial or multifamily residential use. The benefit to the developer would, in most cases, be limited to a tax abatement to allow the developer to recoup some or all of the costs of redeveloping the property over a maximum of ten years. The benefit to a local unit of government is typically getting the property rehabilitated and used for a use that will help the local unit to revitalize and stimulate further growth or improvement in a particular area of the local unit's boundaries, which will eventually result in more taxes being generated by that area within the local unit's boundaries for the long-term.

In connection with the Downs Redevelopment, the Developers have proposed, and the City is considering, use of the PA 210 District creation and exemption certificate with respect to the proposed apartment building within the development. In addition to the standard reasons provided for the abatement – revitalization of the property and the surrounding areas in the City--the Developers have proposed to use some of the savings that it realizes on taxes to provide the City with \$1.6 million in cash payments for the purpose of implementing public improvement projects which will benefit the City and the overall Northville Downs Project.

Again, our recommendation on the PA 210 Agreement has been conveyed to the City Council.

3. The Brownfield Plan.

Tax Increment Financing (TIF) through Public Act 381 of 1996, the Brownfield Redevelopment Financing Act, is a funding tool created by the State Legislature that can help cover additional costs associated with redeveloping a brownfield property. A brownfield property may include vacant, blighted, contaminated, or otherwise challenged property. When the property is developed, it becomes more valuable and increased taxes are generated for the state and local taxing jurisdictions. The increased "tax increment" which is generated by the increased property taxes, is then paid to the developer for a set number of years under the Act to allow the developer to recover some or all of the costs of redeveloping the brownfield property – which cost of redevelopment may not have been feasible without the reimbursement of the "tax increment." Brownfield projects may have components that allow the developer to use the tax increments for both state and local taxes, depending on the remediation or improvements that are proposed. All projects seeking to use Act 381 TIF must prepare a Brownfield Plan for the project. The plan must identify the brownfield activities to be performed as well as the estimated taxes to be generated and captured. The plan must be approved by the local unit of government and the local Brownfield Redevelopment Authority. Projects seeking to capture state education and school operating taxes must submit an Act 381 Work Plan to the appropriate state agency for approval. The Act 381 Work

Plan must include a copy of the locally approved Brownfield Plan. Environmental activities typically associated with known or suspected soil and groundwater contamination require review and approval by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). Non-environmental brownfield activities including demolition, site work, and infrastructure are reviewed by the Michigan Economic Development Corporation (MEDC).

In this case, the developer is proposing to use "tax increment" to fund the eligible activities included in this plan include environmental assessment, environmental remediation, asbestos/hazardous materials assessment and abatement, demolition of the raceway complex, daylighting of the buried portion of the Rouge River, and restoration of the river and adjacent land through construction of a new public park. The Northville Brownfield Redevelopment Authority recommended approval of the Brownfield Plan on December 21, 2022. City Council will conduct a public hearing and consider the Brownfield Plan for approval on September 18, 2023. If approved, a Reimbursement Agreement and Interlocal Agreement relating to the procedure for reimbursement of the tax increment will be included on future Northville Brownfield Authority and Downtown Development Authority agendas for consideration and approval.

cc: George Lahanas, City Manager Anthony Chubb, City Attorney

PLANNED DEVELOPMENT AGREEMENT

Entered into among

HUNTER PASTEUR NORTHVILLE LLC,

a Michigan limited liability company,

NORTHVILLE DRIVING CLUB CORPORATION,

a Michigan corporation,

PERENNIAL NORTHVILLE LLC,

a Michigan limited liability company,

TOLL NORTHEAST V CORP.,

a Delaware corporation,

and

CITY OF NORTHVILLE,

a Michigan municipal corporation

Dated:	, 20	23
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PLANNED DEVELOPMENT AGREEMENT

This Planned Development Agreement (this "Agreement") is entered into as of ________, 2023 among Hunter Pasteur Northville LLC, a Michigan limited liability company ("HP"), with its principal offices located at 32300 Northwestern Highway, Suite 230, Farmington Hills, Michigan 48332; Perennial Northville LLC, a Michigan limited liability company ("Perennial"), with its principal offices located at 32300 Northwestern Highway, Suite 230, Farmington Hills, Michigan 48332; Northville Driving Club Corporation, a Michigan corporation ("NDCC"), with its principal offices located at 301 S. Center Street, Northville, Michigan 48167; Toll Northeast V Corp., a Delaware corporation ("Toll"), with offices located at 1140 Virginia Drive, Fort Washington, Pennsylvania 19034; and the City of Northville, a Michigan municipal corporation (the "City"), with its principal offices located at 215 West Main Street, Northville, Michigan 48167.

For purposes of this Agreement, the term "Developer" shall mean the owner of the applicable portion of the Property from time to time, as noted herein.

RECITALS

- A. HP has proposed the redevelopment of certain real property, consisting of approximately 48.12 acres of land (the "HP Property"), formerly at or near the location of the Northville Downs Racetrack, near Seven Mile Road and S. Center Street, extending to E. Cady Street to the north and River Street to the east, in the City of Northville, Wayne County, Michigan which HP Property includes a certain parcel of real property that is currently owned by the City (the "City Property") but which HP has the option to purchase pursuant to that certain Option to Purchase, dated as of July 23, 2018, by and between the City and HP (the "Purchase Agreement"). The legal description of the HP Property including the City Property is attached as **Exhibit A**, and is referred to herein as the "Property".
- B. Perennial owns approximately 10.67 acres of the Property, sometimes referred to as the "North Property." The legal description of the North Property is attached as **Exhibit B.**
- C. NDCC has entered into an agreement to convey land to HP located to the south of the North Property (the "South Property"), but NDCC still owns the South Property at the time of execution of this Agreement. NDCC enters into this Agreement solely to consent to the recording of this Agreement against the South Property. NDCC has no obligations under this Agreement. The legal description of the South Property is attached as **Exhibit C.**
- D. HP desires to develop or cause to be developed the Property as a mixed-use development that is intended to be a residentially-oriented community of mixed density and housing options, including approximately 18,610 square feet of commercial space (including 2,084 square feet of row house flex-space and excluding lobbies in the apartment and condominium buildings and the leasing offices in the apartment building) and approximately 11.6 acres of natural and green spaces (including the River Park and Central Park but excluding storm water management facilities and pocket parks), as may be modified by any changes approved by the Planning Commission as part of the Final PUD Site Plan (the "Project"). The Project has been referred to as "The Downs".

- E. The portion of the Project on the North Property will be developed by Perennial. HP intends to convey the South Property to Toll or its assign, which thereafter will undertake the development of the South Property pursuant to the applicable terms hereof. The term "South Property Owner" as used in this Agreement shall mean HP until the effective date of the conveyance of the South Property to Toll and as of and subsequent to such conveyance shall mean the owner of the South Property. Toll joins in the execution of this Agreement to confirm its obligations as described in Section 6.2(b) of this Agreement.
- F. On November 2, 2021, the City's Planning Commission determined that the Project met the criteria for PUD Eligibility pursuant to Chapter 58 of the City Code of Ordinances (the "Zoning Ordinance") and Section 20.05(2) of the Zoning Ordinance, subject to certain stated conditions.
- G. The Planning Commission determined that the Project met the eligibility requirements under Section 20.05 of the Zoning Ordinance because the proposed Project would: (i) encourage innovative land development and planning; (ii) preserve significant natural and historical features and open space; (iii) encourage development of convenient recreational facilities; (iv) provide improvements to existing utilities and road systems as well as supplement these systems with new public infrastructure; (v) encourage the use of the Property in accordance with the Property's character and adaptability; (vi) comply with the visions set forth in the City's Master Plan; (vii) preserve and enhance open space and other natural features; (viii) result in a recognizable and material public benefit by the daylighting of the Rouge River and creation of a River Park and installation of a pathway system through the daylighted area and park; (ix) result in the restoration/daylighting of the Rouge River channel and abutting banks; (x) create stormwater detention within the Project which will improve the water quality and provide storm runoff volume control within the Rouge River watershed; (xi) result in the remediation of contamination in certain areas on the Property; (xii) allow innovation and greater flexibility in the design of residential, commercial and recreational uses within the Project; (xiii) facilitate the construction of streets, utilities and public services in a more economical and efficient manner than if the site were redeveloped in a piece-meal manner; (xv) result in the creation and/or dedication of park areas to the City for use by the general public; (xvi) provide other public benefits as set forth later in this Agreement; and (xvii) ensure compatibility of design and use between neighboring properties and encourage a less sprawling form of development.
- H. On December 14, 2021, HP submitted a preliminary PUD site plan to the City. The preliminary PUD site plan was revised throughout the Planning Commission's deliberations, with the most recent plans with a last revision date of August 9, 2022, submitted and discussed at the August 16, 2022, August 29, 2022, and September 6, 2022, Planning Commission meetings, (the "Preliminary PUD Site Plan"), being the plan upon which the September 6, 2022, motion of the Planning Commission is based.
- I. The Planning Commission held a public hearing on the proposed PUD rezoning on March 15, 2022. The Planning Commission conducted deliberations on the PUD rezoning and the various components of the Preliminary PUD Site Plan in meetings conducted from February 1, 2022, until September 6, 2022. Public participation occurred during meetings before and/or after Planning Commission deliberations concluded on each of the five topic categories, which were created to organize Planning Commission deliberations and comments on the Project. The

Planning Commission regularly encouraged the public to submit correspondence with comments on the Project.

- J. On September 6, 2022, the Planning Commission recommended that the City Council approve the PUD rezoning, and the Preliminary PUD Site Plan subject to conditions contained in the minutes attached as **Exhibit D**.
- K. On November 21, 2022, the City Council approved the Preliminary PUD Site Plan subject to conditions contained in the minutes attached as **Exhibit E**, and the rezoning of the Property to PUD.
- L. HP, Perennial, NDCC, Toll and the City enter into this Agreement to define their respective rights and obligations related to the Project, as applicable, to ensure substantial conformance with the requirements and conditions of Preliminary PUD Site Plan approval and to ensure the Final PUD Site Plan submitted by HP is in substantial conformance with the Preliminary PUD Site Plan approval.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement, the parties agree as follows:

ARTICLE I

SUMMARY DESCRIPTION OF THE PROJECT

1.1 The Project covers an area consisting of approximately 48.12 acres of land, currently the location of or near the Northville Downs Racetrack, near Seven Mile Road and S. Center Street, extending to E. Cady Street to the north and River Street to the east, in the City of Northville, Michigan. HP is proposing to develop the Property (together with Perennial as to the North Property only) as a mixed-use development to include a commercial component, and residential uses in the form of single-family detached and attached units, apartments, condominiums, townhouses, and carriage homes. The Project will include amenities, open space, the daylighting of the Rouge River, and creation of parks for use by the public.

ARTICLE II

ADHERENCE TO REQUIREMENTS FOR DEVELOPMENT

- 2.1 <u>Development Documents</u>. The Property and the Project shall be developed and improved in compliance with the following (collectively, the "Development Documents"):
 - (a) The Zoning Ordinance, including, but not limited to, Article 20, Planned Unit Development, of the Zoning Ordinance, as amended, except where modified by this Agreement and the Exhibits attached hereto.
 - (b) The terms and conditions of this Agreement.

(c) The Preliminary PUD Site Plan with a last revision date of August 9, 2022, attached hereto as **Exhibit F**. The Preliminary PUD Site Plan consists of the following pages, and other attachments submitted to the City by HP with the Preliminary PUD Site Plan, as well as information submitted subsequently, which were part of the Planning Commission packets at the August 16, 2022, August 29, 2022, and September 6, 2022, meetings:

```
Cover Sheet
1.
        Topographical Survey Plans
2.-6.
        Overall Site Plan
7.
8.-9.
        Grading and Utility Plan
        Open Space Plan
10.
11.-12.
       Storm Water Management Plan
13.
        Floodplain Plan
14.
        Phasing Plan
15.
        Emergency Vehicle Access Plan
        Potential Roundabout Plan
16.
LANDSCAPE PLANS
            Overall Key Plan
L100
L101-L109
            Landscape Plans
            Streetscape Sections
L110-L117
ARCHITECTURE - BUILDINGS
                    Northville Building Heights Diagram
A0.1-A0.2
A1.1 NW-A1.7 NW
                   Northwest Site Floor Plans
A2.1 NW
                    Northwest Site Public Way Elevations
A1.1 NE-A1.6 NE
                   Northeast Site Floor Plans
                    Northeast Site Public Way Elevations
A2.1 NE
<u>ARCHITECTURE – R</u>OW HOUSES
AS101-AS102
               Architectural Site Plan
A101-A106
               Architectural Floor Plans
A301-A311
               Exterior Elevations
ARCHITECTURE - CARRIAGE HOMES/TOWNHOMES/SINGLE FAMILY
        Carriage Homes Elevations/Floor Plans
1.-3.
        2.5 Story Townhomes Elevations/Floor Plans
4.-6.
       3 Story Townhomes Elevations/Floor Plans
7.-10.
11.-22. 2 Story S.F. Attached Elevations/Floor Plans
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(d) Conditions imposed by the City Council in the approval of the Preliminary PUD Site Plan on November 21, 2022 attached **Exhibit D**.

23.-27. S.F. Detached Elevations/Floor Plans

- (e) Conditions which may later be imposed by the Planning Commission in connection with the Final Site Plan/PUD Plan approval to the extent permitted under the Zoning Ordinance ("Final PUD Site Plan") which do not conflict with the terms of the November 21, 2022, City Council motion or this Agreement and conditions contained in the Final PUD Site Plan reviews of the City's Planner and Engineer, attached as **Exhibit G**.
- (f) Conditions which are imposed by the Planner, Engineer, Building Department, and Fire Department during the engineering plan and construction plan review process.

- (g) The approved Final PUD Site Plan, to be attached as **Exhibit H**.
- 2.2 <u>Effect of PUD Approval</u>. To the extent that developing the Property in accordance with this Agreement and the Final PUD Site Plan will deviate from the Zoning Ordinance or any other City ordinance or regulations, this Agreement and the Final PUD Site Plan shall govern and control. To the extent this Agreement and the Final PUD Site Plan are silent on development issues, the Project shall fully comply with the Zoning Ordinance and other City ordinances, rules, regulations, and codes that are not inconsistent with the provisions of this Agreement. In event of an actual conflict, this Agreement shall take priority, followed next by the Final PUD Site Plan, and then the Zoning Ordinance and other City ordinances, rules, regulations, and codes.

ARTICLE III

USES WITHIN PROJECT

- 3.1 <u>Approved Uses for Project</u>. The Project shall be developed as a mixed-use development comprised of the following uses, as illustrated on the Preliminary PUD Site Plan or with any changes approved by the Planning Commission as part of the Final PUD Site Plan:
 - A commercial component ("Commercial Component") to include approximately (a) 18,610 square feet of commercial space, comprised of (i) retail space in the approximate amount of 8,836 square feet in the apartment building and the approximate amount of 7,690 square feet in the condominium building which will be shown in a proposed amendment to the Final PUD Site Plan submittal, and (ii) approximately 2,084 square feet of row house flex-space. It is understood that a portion of the amount of retail space to be shown on the Final PUD Site Plan shall be reduced from 8,836 square feet and, except for the portion of that reduction resulting from the location of the public bathroom in the apartment building, will later be shown in a proposed amendment to the Final PUD Site Plan submittal as an equal increase in the retail space in the condominium building, which amendment shall be approved by the Planning Commission prior to the issuance of a building permit for the condominium building. The apartment lobby, apartment leasing office, and condominium lobby, which shall not be included in the calculation of the Commercial Component, will occupy an additional approximate 3,700 square feet.
 - (b) A residential component ("Residential Component") to include the following:
 - (1) No more than one hundred seventy-eight (178) apartment units along Cady Street.
 - (2) No more than forty-two (42) condominium units along Cady Street.
 - (3) No more than thirty-one (31) row houses along Cady, Griswold, Beal, and S. Center streets.

- (4) No more than ninety-four (94) townhomes and thirty-two (32) single-family attached homes along Beal, S. Center, and on the south end of the Project.
- (5) No more than twenty-eight (28) carriage homes.
- (6) No more than thirty-eight (38) single-family detached homes.
- (c) The Project shall contain approximately 11.6 acres of open space/recreation including the development of Central Park, Gateway Park, and River Park and the daylighting of the Rouge River. The open space/recreation acreage does not include the pocket parks or the storm water management system (including detention basin and other Wayne County requirements for storm water quality and volume control).
- 3.2 Architectural and Site Design Guidelines and Deviations. The buildings and units shall be developed in conformance with the architectural and site design guidelines contained in Section 20.04 (Sections 20.04(2) through 20.04(14) of the Zoning Ordinance, and as approved in the Preliminary PUD Site Plan, and later the Final PUD Site Plan, and shall include those elements contained in the Historic District Commission's Certificate of Appropriateness for the portion of the Property contained in the Northville Historic District boundary.
 - (a) <u>Summary of Deviations</u>. The following deviations are granted from the requirements of the Zoning Ordinance in accordance with the Preliminary PUD Site Plan:

(1) <u>Land Use</u>.

- a. Residential uses are permitted on parcels with the underlying Racetrack District zoning outside of the Cady St. Overlay (CSO) District.
- b. Townhouse use is permitted on parcels with the underlying R-2, Second Density Residential District zoning.

(2) Apartment Building.

a. The building will be permitted to be 10-feet taller at the south end of the CSO District boundary, and 5-feet taller toward Beal St. than permitted for a maximum height of 4-stories. (See Illustration A.)

Illustration "A" – Apartment Building:



(3) <u>Condominium Building</u>.

a. The building will be permitted to be 5-feet taller than the maximum permitted height for 4-stories. (See Illustration B.)

Illustration "B" – Condominium Building:



(4) <u>2.5 and 3 Story Townhomes</u> ¹

- a. The front setback along the south side of Beal will be 20 feet-(Setback is 5 feet less than the required minimum).
- b. The front setback along S. Center St. will be 21-23 feet. (Setback is 2-4 feet less than the required minimum).
- c. The front setback in the area with the underlying Racetrack zoning will be 15 feet. (Setback is 10 feet less than the required minimum.)
- d. The side facades facing a street will be 15-20 feet. (Setbacks are 5-10 feet less than the required minimum.)
- e. The 3-story townhomes are ½ story/5-8 feet taller than the permitted maximum height of 2.5 stories/30 feet.

¹ The townhouses in the Final PUD Site Plan shall be reduced to a maximum of 2.5 stories and not more than 30 feet in height and therefore will be permitted by this Agreement.

(5) <u>Single Family Attached (or 2-story townhomes)</u>.

a. The rear setback will be 8-9 feet. (Setback is 16-17 feet less than the required minimum).

(6) Carriage Homes.

- a. The front setback will be 19 feet with a 19-foot driveway length to the right-of-way (setback is 6 feet less than the required minimum) and shall include a 5-foot easement for utilities.
- b. Front-facing Garages: The garage doors are 3% more of the front façade than permitted. (Maximum is 50%). The garage doors are not 4 feet behind the front façade of the front exterior wall as required.
- c. The rear setback will be 15 feet. (Setback is 10 feet less than the required minimum).

(7) <u>Single-Family Lots</u>.

- a. The minimum area and lot widths are smaller on 20 lots of the 38 lots. The smaller lots (Lot numbers 1, 4, 5, 8, 9, 12, 13, 16, 17, 20, 22, 25, 26, 27, 28, 31,32, 33, 34 and 37) average 6,526 square feet in area and 63 feet in width, compared to the minimums required in the R-1B regulations of 7,200 square feet in lot area and 60 feet in lot width.
- b. The front setback 15 feet. (Setback is 10 feet less than the required minimum).

(8) Parking.

- a. Parking for commercial uses: Parking for commercial uses: Parking spaces are provided for commercial uses on the adjacent streets, 53 fewer spaces within 300 feet of the commercial units, calculated using the underlying zoning districts.
- b. Apartment building: There are 29 fewer spaces using the underlying Racetrack zoning; 18 parking spaces over the requirements using the CBD zoning. The overall project has a 114-space surplus.
- c. Condominium building: There are 10 fewer spaces using the underlying Racetrack zoning; 17 parking spaces over the requirements using the CBD zoning. The overall project has a 114-space surplus.

- (b) The Planning Commission may grant lesser deviations to those approved during Preliminary PUD Site Plan Approval, at the request of the Developer, during Final PUD Site Plan review and approval.
- (c) The Final PUD Site Plan shall include a requirement of a walkway along the west side of the stormwater basin behind the carriage homes.

ARTICLE IV

CONDITIONS ON PRELIMINARY PUD SITE PLAN APPROVAL

- 4.1 <u>Conditions of Approval</u>. The Preliminary PUD Site Plan was approved subject to conditions which are deemed necessary to address the impacts resulting from the development, including the financial impacts, and to preserve the public health, safety, and welfare and surrounding neighborhoods included in the City Council motion passed on November 21, 2022, included in **Exhibit E**. In addition, the Preliminary PUD Site Plan was approved based on HP's representation that it is providing a significant public benefit by daylighting the Rouge River and contributing toward various water, sewer, and road improvements as stated below in this Agreement.
- determining factor in the City's approval of the Project, and is the sole responsibility of HP. HP shall take all actions reasonably required to enable the City to comply with the terms of the Intergovernmental Agreement for Daylighting Rouge River Park entered into between Wayne County and the City of Northville, dated November 11, 2022 (the "Intergovernmental Agreement"), for the receipt of ARPA funds ("Grant Funding") for this portion of the Project, and HP shall act diligently to ensure compliance with the timing for completion contained in Section 5.2 of the Intergovernmental Agreement.

The Intergovernmental Agreement sets forth the process which must be followed for the payment of eligible activities by Wayne County. The City agrees that it will provide reimbursement to HP and/or any other entity that performs the work or a portion of the work within thirty (30) days of receipt of payment from Wayne County for that portion of the work. In the event that delays were caused by the acts of HP or any of its contractors, consultants, agents or employees but could have reasonably been avoided by HP or its contractors, consultants, agents or employees result in the loss of any portion of the Grant Funding under the Intergovernmental Agreement, HP shall not be permitted to request an amendment of the Brownfield Plan (defined in Section 4.16 below) to increase the maximum amount or duration of reimbursement of eligible activities permitted under the Brownfield Plan due to any resulting loss of Grant Funding under the Intergovernmental Agreement. HP shall be required to pay any remaining costs that are incurred in excess of the Grant Funding. However, HP may use any excess funds that may be remaining under the Brownfield Plan after completion of the Daylighting of the River to cover all or any portion of such funds that are needed in excess of the Grant Funding.

4.3 **Road, Parking Lot and Improvements.** HP is responsible, at its sole cost unless otherwise stated, for implementing the following road and traffic improvements to serve

the Project, as identified in the Traffic Impact Study ("TIS") prepared by Fleis & Vandenbrink, dated December 14, 2021 (job number JN 852320), revised February 20, 2022, executive summary attached as **Exhibit I**, including monitoring requirements. The City will allow HP access to Center Street, Cady Street, and Griswold Street and the rights-of-way of such streets, which are necessary in order for HP to perform such road and traffic improvements. However, no construction traffic shall be permitted along River Street, Beal Street, and Fairbrook Street:

(a) The Project will be constructed with the road configuration as shown in the Preliminary PUD Site Plan. The roadways constructed as part of the Project will be public roads dedicated to the City of Northville, including Beal Street, Hutton Street, Fairbrook Street, Road A, and Griswold Street (including road stub at southern end of project). All other connecting driveways and alleys within the Project will be privately-owned and maintained through one or more applicable Homeowners Associations ("HOA").

The following pavement widths/parking space widths of the following streets will apply:

- (1) Hutton Street 60-foot public right-of-way ("ROW") north of Beal Street, and Beal Street: 38-foot pavement width with 11 feet of pavement for each travel lane and 8-foot-wide parking spaces.
- (2) Griswold Street (50-foot Public ROW with 5-foot utility easements on both sides beyond the ROW): 36-foot pavement width with 10 feet of pavement for each travel lane and 8-foot-wide parking spaces.
- (3) Fairbrook Street, Hutton Street south of Beal Street, and Road A (50-foot Public ROW with 5-foot utility easements on both sides beyond ROW): 34-foot pavement width with 10 feet of pavement for each travel lane and 7-foot-wide parking spaces.
- (4) Alleys: HOA owned and maintained behind single-family lots (Lots 11-20 and 24-35) 18-foot pavement width with 9 feet of pavement for each travel lane.
- (5) Shared Use driveways: HOA owned and maintained serving single-family lots (Lots 1-10, 21-23, and 36-38) and townhomes: 22-foot pavement width with 11 feet of pavement for each travel lane.
- (b) The Project will meet The City of Northville Secondary Streets Design Standards within the DDA boundaries and along the north side of the new Beal Street extension to the extent in effect as of the date of this Agreement, unless subsequently modified with the approval of the City and HP as a minor change under Section 4.18. Otherwise, changes will be reviewed as a Final PUD Site Plan amendment by the Planning Commission in accordance with the Zoning Ordinance. Additionally, the Wayne County engineering and road standards, as well as City engineering standards, shall apply to the engineering review of the road cross

- section, geometrics, and materials for construction for the roads within the overall project area, including those under the jurisdiction of the City.
- (c) The Project will provide pedestrian-scaled streetlights and street trees along all the public roads within the project, and along Cady Street and S. Center Street Pedestrian scaled streetlights shall comply with the ordinance requirement as defined in The City of Northville Secondary Streets Design Standards.
- (d) River Street improvements will include some form of a natural or earthen roadside barrier along the river opening consistent with AASHTO Roadside Design Guidelines and City Zoning Ordinance requirements, to the extent determined to be appropriate by the City Engineer and Planning Consultant during the Final PUD Site Plan approval process and as approved by Wayne County (where within the Wayne County ROW along the west side of River Street).
- (e) No parking shall be permitted across public and private sidewalks. All sidewalks in the Project, including those constructed along the private driveways and alleys, shall allow public pedestrian travel.
- (f) HP shall incorporate in the Final PUD Site Plan the Seven Mile and Center Street Roundabout (the "Roundabout") preliminary design provided by the City Engineer based on the preliminary engineering stage which is anticipated to begin upon execution of this Agreement and authorization by the City to proceed. HP shall contribute, or cause Perennial to contribute, a total of Seven Hundred Thousand Dollars (\$700,000.00) (the "Roundabout Contribution") toward Roundabout design, engineering, construction engineering, and construction administration services in four (4) separate installments to be paid to the City in escrow as follows:
 - (1) The first payment of the Roundabout Contribution in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Initial Roundabout Contribution") to be applied towards the estimated costs of the preliminary engineering and grant application submittals shall be paid within three (3) business days after the Final PUD Site Plan is approved by the Planning Commission.
 - (2) Following the issuance by the State Tax Commission to Perennial of a commercial rehabilitation exemption certificate (the "PA 210 Certificate") with respect to the Apartment Building referred to in Section 3.2(a)(2) above for a term ending December 30, 2035, pursuant to PA 210 of 2005, MCL 207.841, et. seq. ("PA 210"), the following three (3) additional separate installments of the Roundabout Contribution shall be made to the City in escrow:
 - a. The second payment of the Roundabout Contribution in the amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) to be applied toward the costs for final design and bidding shall be paid to the City by the earlier to occur of (A) seven

- (7) business days after the Final PUD Site Plan is approved by the Planning Commission or (B) the issuance of the first permit for any portion of the Project, including, but not limited to, land development and utility permits.
- b. The third payment of the Roundabout Contribution in the amount of One Hundred Thirty-Seven Thousand Five Hundred Dollars (\$137,500.00) shall be paid to the City at the time of issuance of the first building permit for any building in the Project.
- c. The remaining payment of Two Hundred Seventy-Five Thousand Dollars (\$275,000.00) shall be paid to the City within three (3) business days after the date that the City provides HP with one or more executed city council approved contracts for the performance of such Roundabout design, engineering, construction engineering, and construction administration services. If a pre-construction meeting for such work does not occur within thirty (30) days after the date that HP makes the payment described in this paragraph to the City, then upon the request of HP, the City shall promptly refund such payment to HP and such refunded payment shall be returned to the City within three (3) business days after the City subsequently provides HP notice of the date of the pre-construction meeting for the work described in this paragraph; provided that, if the Michigan Department of Transportation (MDOT) lets the contract for Roundabout design, engineering, construction engineering, and construction administration services through its Local Agency program due to grant funding, then the thirty (30) day period shall be extended to sixty (60) days and can be satisfied in the alternative by MDOT providing a schedule indicating the commencement of the Roundabout design, engineering, construction engineering, and construction administration services within sixty (60) days after the date that HP makes the payment described in this paragraph.
- (3) The Roundabout Contribution shall be used first for the cost of such services and, to the extent not so required, for such other infrastructure costs deemed appropriate by the City. The South Property Owner shall contribute the right-of-way, at no cost to the City, that is required for the construction of the Roundabout from the portion of the South Property that is reasonably necessary to accommodate the same, as reasonably determined by the City Engineer based on the Roundabout design.
- (4) In the event the City is unable to obtain other funding for the Roundabout in order to begin construction by no later than October 1, 2025, then the estimated additional Two Million Five Hundred Thousand Dollars (\$2,500,000.00), or such lesser amount as may be needed for the Roundabout after application of any grants or other funding sources that may become available will be funded as follows: HP will pay the lesser of

one-third (1/3) of the shortfall in the required funding or Eight Hundred Thousand Dollars (\$800,000.00), to be used for construction of the Roundabout, and the City will pay the remaining balance. HP shall deposit its required payment in escrow with the City by no later than the later to occur of (i) October 1, 2025, or (ii) within three (3) business days after the date that the City provides HP with one or more executed city council approved contracts for the performance of such Roundabout work. If a preconstruction meeting for such work does not occur within thirty (30) days after the date that HP makes the payment described in this paragraph to the City, then upon the request of HP, the City shall promptly refund such payment to HP and such refunded payment shall be returned to the City within three (3) business days after the City subsequently provides HP notice of the date of the pre-construction meeting for the work described in this paragraph, provided, that if MDOT lets this contract through its Local Agency program due to grant funding, then the thirty (30) day period shall be extended to sixty (60) days and can be satisfied in the alternative by MDOT providing a schedule indicating the commencement of the Roundabout construction within sixty (60) days after the date that HP makes the payment described in this paragraph. After the City's receipt of such payment from HP, the City will work diligently to complete construction of the Roundabout in accordance with the criteria set forth by MDOT's Local Agency Program administrator.

- (g) HP shall pay, or cause Perennial to pay, the lesser of Five Hundred Thousand Dollars (\$500,000.00) or one hundred percent (100%) of the unreimbursed costs actually incurred by the City and Wayne County to design, construct, and install all necessary improvements at Seven Mile Road / S. Main Street and Seven Mile Road / Northville Road intersections, including, but not limited to, a new traffic signal and roadway improvements at Seven Mile Road / S. Main Street and optimize signal operation at Seven Mile Road / Northville Road as identified on rows 26/27 and 28 of Table 7.3 on page 35 of the TIS ("Traffic Improvements Contribution"). Such payment shall be delivered to City in the following three (3) installments to be deposited in escrow with the City following the date of issuance of the PA 210 Certificate:
 - (1) The first payment of the portion of the Traffic Improvements Contribution in the amount of the lesser of One Hundred Thousand Dollars (\$100,000.00) or the estimated cost of the preliminary design and preliminary engineering of the work described in this Section 4.3(g), as summarized by the City in a written reasonably detailed cost estimate provided to HP, shall be deposited by HP or Perennial with the City in escrow by the later to occur of (i) seven (7) days after the approval of the Final PUD Site Plan by the Planning Commission or (ii) three (3) business days after the City provides HP with the written cost estimate described in this sentence.

- (2) The second payment of the Traffic Improvements Contribution shall be the estimated remaining cost of the preliminary design and preliminary engineering, as well as the cost of final design and final engineering and bidding services related to the improvements described in this subparagraph, as summarized in a reasonably detailed written cost estimate to be provided by the City to HP, which shall be deposited by HP or Perennial with the City prior to the later to occur of (i) the issuance of the first permit for any portion of the Project, including, but not limited to, land development and utility permits or (ii) three (3) business days after the City provides HP with the written cost estimate described in this Section 4.3.
- The third payment of the Traffic Improvements Contribution, being the (3) remainder of the Traffic Improvements Contribution, shall be deposited by HP or Perennial within three (3) business days after the date that the City provides HP with one or more executed city council approved contracts for the performance of such Traffic Improvements construction work. If a preconstruction meeting for such work does not occur within thirty (30) days after the date that HP or Perennial makes such payment to the City, then upon the request of HP or Perennial, the City shall promptly refund such payment to the paying party and such refunded payment shall be returned to the City within three (3) business days after the City subsequently provides HP notice of the date of the pre-construction meeting for the work described in this paragraph. If the City procures other funds to pay for all or any portion of the costs, the portion of the contribution under this Section 4.3(g) in excess of \$300,000.00 shall be reduced by fifty percent (50%) of the amount of such other procured funds but in no event shall the contribution under this Section 4.3(g) be reduced below \$300,000.00 as a result thereof. Any excess funds from HP or Perennial resulting from the City's procurement of other funds (such as grant funding) may be used by the City for any of the other City projects described below, or as otherwise agreed to by the City, HP, and Perennial:
 - a. River Street Reconstruction/Drainage Improvements;
 - b. Traffic Calming Improvements on Beal Street, River Street (east of the Project), or Fairbrook Street (west of the Project);
 - c. River Street/Seven Mile Road mid-block Pedestrian Crossing;
 - d. Cady Street Water Main (the portion east of The Downs frontage limits);
 - e. Cady Street/Center Street Intersection Realignment; and
 - f. Cady Street and Griswold Street Asphalt Pavement Rehabilitation (along perimeter of Downs project).

- (h) Subject to Wayne County and City Engineer approval, HP shall design and implement or seek implementation by Wayne County through Wayne County signal optimizations for other intersections identified on Table 7.3 of the TIS at the sole cost of HP.
- (i) HP shall contribute or cause to be contributed One Hundred Five Thousand Dollars (\$105,000.00) to the City to be used by the City toward the costs incurred by the City for pavement rehabilitation along Cady Street west of Griswold Street, and/or along Griswold Street from Cady Street to Beal Street. The limits and scope of the project along Cady Street would be at the discretion of the City based on the condition of the pavement analyzed at the time of the Project. These improvements will be completed by the City in a reasonable time following the development of the North Property, north of Beal Street (as shown on the Preliminary PUD Site Plan). Such payment shall be made by Perennial to the City on the later to occur of (i) thirty (30) days after the City provides Perennial with a written reasonably detailed cost estimate for the preliminary engineering, final design, and bidding assistance for such work; (ii) upon the issuance of 90% of the certificates of occupancy for the residential portion of the apartment buildings in "Phase North-I" as depicted on the approved Final PUD Site Plan, and (ii) three (3) business days after date that the City provides HP with one or more executed city council approved contracts for the performance of such pavement rehabilitation work. If a pre-construction meeting for such work does not occur within thirty (30) days after the date that HP makes such payment to the City, then upon the request of HP, the City shall promptly refund such payment to HP and such refunded payment shall be returned to the City within three (3) business days after the City subsequently provides HP notice of the date of the pre-construction meeting for the work described in this paragraph.
- (j) HP shall contribute or cause to be contributed the following amounts toward the following improvements for pedestrian safety to be constructed by the City ("Pedestrian Improvements"), in each case with payment to be made on or before the later to occur of (i) within three (3) business days after the date that the City provides HP with one or more executed city council approved contracts for the performance of such Pedestrian Improvements work, or (ii) three (3) business days after the date of the issuance of the first permit for any portion of the Project, including, but not limited to, land development and utility permits. If a preconstruction meeting for such work does not occur for such work within thirty (30) days after the date that HP makes such payment to the City, then upon the request of HP, the City shall promptly refund such payment to HP and such refunded payment shall be returned to the City within three (3) business days after the City subsequently provides HP notice of the date of the pre-construction meeting for the work described in this paragraph.
 - (1) Ninety Thousand Dollars (\$90,000.00) toward the cost of a pedestrian midblock crossing on S. Center Street at Fairbrook Street with center refuge island, Rectangular Rapid Flashing Beacons (RRFB), pavement markings/signage and walk/ramp upgrades.

- (2) Twenty Thousand Dollars (\$20,000.00) toward the cost of a pedestrian mid-block crossing of Cady Street at parking structure location with pavement markings/signage and walk/ramp upgrades.
- (3) Thirty Thousand Dollars (\$30,000.00) toward the cost of a pedestrian midblock crossing on Seven Mile Road at River Street with pavement markings, High Intensity Activated Crosswalk (HAWK) signal, and path/ramp upgrades. In the case that TAP grant funding or other funding is obtained for the HAWK pedestrian crossing at this location, HP agrees to direct or cause to be directed the Thirty Thousand Dollars (\$30,000.00) or any remaining amount to other pedestrian crossings as determined by the City in the City's discretion.
- (k) HP shall investigate and present traffic mitigation techniques including implementation cost estimates for Beal Street and River Street east of the Project, as well as Fairbrook Street west of the Project at the time of Final PUD Site Plan submission. HP will contribute to the City the lesser of (i) fifty percent (50%) of the cost of such traffic mitigation techniques, or (ii) Fifteen Thousand Dollars (\$15,000.00) toward the improvements described in this Section 4.3(l). The City will implement the design and construction of any improvements described in this Section 4.3(k). HP's payment of such contribution shall be made within three (3) business days after the date that the City provides HP with one or more executed city council approved contracts for the performance of such traffic mitigation work.
- (1) HP, South Property Owner, or Perennial, as applicable, agree to convey and dedicate to the Wayne County Department of Public Services (WCDPS) or the City, as applicable, a portion of the Property that they each own, subject to their respective approval of such portion, for the necessary right-of-way for the public road improvements, at no cost to the WCDPS or the City. The conveyance of rightof-way by HP, South Property Owner, or Perennial, as applicable, shall be subject to existing easements, building and use restrictions, encumbrances, and other matters of record, but free from all mortgages or other monetary encumbrances granted by HP, South Property Owner, or Perennial, as applicable. HP and Perennial acknowledge that the foregoing does not constitute a representation, warranty, or covenant by the City as to whether additional public road improvements may be required by the WCDPS in connection with the Project. The required right-of-way on Griswold Street will likely be on current City-owned property and not dedicated by HP, South Property Owner or Perennial, although in the case that minor amounts of property are required to establish a full width dedicated right-of-way by the City, then HP, South Property Owner and Perennial, as applicable, agree to convey and dedicate that portion of its land at no cost to the City, provided that the relocation of any structure from where indicated on the Preliminary PUD Site Plan shall not be required. The right-of-way along Cady Street fronting the Project shall be modified to provide fifty (50) feet of continuous right-of-way from Center Street to Griswold Street. In the event granting this 50foot right-of-way results in an encroachment into a setback approved by this

- Agreement, such encroachment shall be permitted to ensure the full 50-foot right-of-way is achieved.
- (m) All drives, roads, and parking lots within and for the Project shall be designed, situated, and constructed in accordance with City Design and Engineering Standards, and/or the requirements of the City Engineer based on recognized engineering principles and WCDPS Standards, as applicable, and all applicable City Ordinances, the Development Documents, and the Final PUD Site Plan.
- (n) Parking areas and loading zones shall be installed and located in accordance with the Final PUD Site Plan. A designated area for loading must be maintained that is separate from any designated parking areas. There shall be no rear loading zones for the buildings containing commercially used units and loading shall occur only inside the buildings in designated areas.
- (o) HP, Perennial or South Property Owner shall provide an emergency access that meets the requirements of the International Fire Code of 2015 during all times of construction, including, but not limited to, land development and utility permits, to provide emergency vehicle access to the farthest point of all buildings under construction and a stone mud mat as required by the Wayne County Department of Public Services Environmental Services soil erosion and sedimentation control program. However, HP or South Property Owner, as applicable, may commence the construction of one or more model homes upon the completion of the emergency access to support fire and rescue apparatus and following substantial completion of the other utility Improvements as determined by the City Engineer.
- (p) Except (i) as provided in the preceding subsection with respect to the model homes and/or (ii) in the event that asphalt is unavailable due to winter weather conditions, all roads and parking depicted on the Final PUD Site Plan in Phases South-1, South-2, and South-3 which are necessary to serve any component or Phase of the Project then under construction shall be completed and approved (except topcoat, if constructed utilizing bituminous paving materials) prior to issuance of building permits for the construction of any building or structure to be served thereby within the Phase of the Project. All roads and parking areas depicted on the Final PUD Site Plan in Phases North-I, North-II, and North-III which are necessary to serve any component or Phase of the Project then under construction shall be completed and approved (except topcoat, if constructed utilizing bituminous paving materials) prior to issuance of any certificate of occupancy for a building or structure to be served thereby within Phases North-I, North-II, and North-III as depicted on the approved Final PUD Site Plan. The Developers and the City shall reasonably coordinate with each other the timing of the installation of the roads which are necessary to serve any component or Phase of the Project. If the topcoat (wearing course) of asphalt has not been constructed, a Performance Guarantee, as required in Article VI below, shall be required to be posted. Said Performance Guarantee shall be posted prior to the issuance of any building permits in Phases North-I, North-II, and North-III, and Phases South-1, South-2 and South-3 and for any building or structure to be served thereby within any Project phase. In the event that

a Developer of a Phase of the Project or portion thereof fails to complete the roads or parking areas, as applicable, for such Phase or portion thereof that such Developer owns as required hereunder, the City may, at its option, after first giving written notice to such Developer of the deficiency and an opportunity to correct the same in the manner and within the time for cure provided in Article XI, elect to collect the Performance Guarantee posted under Article VI, and install or complete the roads or parking areas, as applicable, for such Phase or portion thereof. Only the Developer of such Phase of the Project or applicable portion thereof will be obligated to complete such road or parking area improvements. The City shall promptly inspect the work described in this paragraph after request by a Developer. Within thirty (30) days of completion of the work for which such Performance Guarantee was posted, any unused portion of a Performance Guarantee shall be returned to such Developer, or the letter of credit amount may be reduced, as applicable, in accordance with Section 6.1 below.

(q) Prior to completion of the paving of the roads on the portion of the Project owned by a Developer, such Developer shall apply dust palliative (as necessary) to, and shall otherwise maintain, such areas as necessary to keep them in good repair and minimize dust plumes for adjacent property owners and the motoring public at large. Each Developer shall also keep E. Cady Street, S. Center Street, Beal Street, Griswold Street, Road A (temporary name), River Street, and Fairbrook Street located within or adjacent to the portion of the Project that such Developer is then constructing free of debris and repair any damage to such roads caused by construction activities on or for the Project that such Developer is then constructing, subject to normal wear, tear, and use other than that caused by construction vehicles. If such Developer fails to maintain and repair such roads located within or adjacent to the portion of the Project that such Developer is then constructing, or maintain the construction access points, in addition to any enforcement authorization or remedy provided by law, the City may, and after first giving written notice to such Developer of the deficiency and an opportunity to cure the same in the manner and within the time for cure provided in Article XI, issue stop work orders and/or withhold issuance of further approvals, building permits or occupancy certificates for the applicable portion of the Phase of the Project that such Developer owns and is constructing until such failure is cured to the reasonable satisfaction of the City. To establish a baseline for the existing road/right-of-way condition along E. Cady Street, S. Center Street, Beal Street, Griswold Street, River Street and Fairbrook Street, existing road conditions shall be established prior to construction using a video documentation methodology approved by the City Engineer and each Developer.

4.4 **Sidewalk Improvements**. Sidewalk improvements shall be installed as follows:

(a) Interior sidewalks in the Residential Component shall be installed in the locations shown on the Preliminary PUD Site Plan (or as refined during the Final PUD Site Plan process). Such Developer shall post the required Performance Guarantee to ensure the installation of all interior and frontage sidewalks on its Phase of the Project.

(b) Frontage sidewalks along public streets shall be installed by the applicable Developer in conjunction with the development of its Phase of the Project. The frontage sidewalks shall be completed within three (3) years of the commencement of construction of each Phase, or prior to the issuance of ninety percent (90%) of the certificates of occupancy for a particular Phase, whichever comes first. Temporary certificates of occupancy may be issued in the sole discretion of the Building Official if sidewalks cannot be completed due to weather conditions, so long as the sidewalks in question are completed no later than June 1st of the following year.

4.5 Architecture, Landscaping and Aesthetics.

(a) Elevations were presented to the Planning Commission. The elevations shall be revised at the time of Final PUD Site Plan submittal to show a combination/mixture of Hardie-board, brick and stone on the townhomes and single-family homes, using materials consistent with the material sample boards presented to the Planning Commission at its September 6, 2022, meeting. In addition, Developer will implement an anti-monotony code for the single-family detached residential units, pursuant to which the single-family detached residences will include five (5) floor plans, with four (4) different and distinct elevations and color pallets for each floor plan, and no substantially similar front elevation (in both style and color) of any single-family detached residence shall be duplicated next to one another or directly across the street. Different colors, building materials, offsets, roof lines, porches, windows, doors, ornamental trim shall be used for single-family detached residences on adjacent units or across the street to avoid the appearance of repetition. No vinyl components or EIFS (Exterior Insulation and Finish System) shall be allowed in the Project.

The detached garages for single-family detached homes shall be consistent in style and materiality of the home. Architectural details/features/interest shall be provided on garage facades visible from a public road.

(b) The apartment and condominium buildings shall incorporate certain sustainable building and site design techniques based on rating systems including minimum Leadership in Energy and Environmental Design (LEED) standards in effect at the time of submittal, including sustainable sites, water efficiency, indoor environmental quality, material and resources, energy and atmosphere, location and transportation, innovation, regional priority, and education and awareness. A base case scorecard and point tally will be provided by Developer at the time of Final PUD Site Plan approval for that particular phase. However, no certification is required. The other residential units shall be built to Home Energy Rating System program standards, including heating, cooling, hot water, (interior/exterior), electric/gas appliances, and other electric/natural gas uses. Documentation shall be provided to the City to verify design to such standards at the time of Final PUD Site Plan approval.

- (c) The detached single-family residential building design shall include the architectural detailing on all dwelling units as depicted in the elevations presented at the Planning Commission meeting on August 16, 2022, with revisions presented to the Planning Commission at its September 6, 2022, meeting as well as the further revisions required above.
- (d) The housing products located at street intersections should act as transitions between products, and both street frontages of buildings, including garages, shall include the elevations of a "front."
- (e) At the Final PUD Site Plan stage, the developer of each Phase shall provide the following for the buildings included in that Phase, as applicable:
 - (1) Revised elevations for the townhomes and single-family homes as required above.
 - (2) Detailed architectural design consistent with the Preliminary PUD Site Plan approval of all buildings on all facades, as modified by this Agreement. The rear of the buildings shall be designed to be as attractive as the front.
 - (3) All facades shall be revised with additional details, such as modified fenestration and details consistent with the Historic District Commission guidelines, on corner buildings (but not exclusively).
 - (4) A rendering shall be provided of the alleys and rear driveways behind the townhomes.

4.6 **Public Parks, Public Spaces and Farmers Market**.

- (a) Upon the completion of the Central Park, Perennial shall dedicate, or cause to be dedicated, Central Park to the City, at no cost to the City, and upon the completion of the River Park, HP shall dedicate, or cause to be dedicated, the River Park to the City at no cost to the City, each as shown on the Preliminary PUD Site Plan. The legal descriptions for Central Park and River Park are attached as Exhibit J. In addition, and in connection with such dedication, a perpetual irrevocable easement will be granted by the City to Perennial or retained and reserved by the Perennial to access and maintain the underground detention and storm water management system for the apartments and condominium buildings to be located under Central Park, which system shall be maintained by Perennial at its sole cost. Ordinances and rules and regulations governing the use of City parks will be applicable to Central Park and River Park. The amount of land allocated to the Central Park and River Park on the Preliminary PUD Site Plan shall not be diminished or reduced in overall size by other project facilities, such as the daylighting of the river, storm water basins, or other non-park facilities unless approved by the Planning Commission during Final PUD Site Plan review.
- (b) The design of the Central Park and the River Park shall be consistent with the Preliminary PUD Site Plan, and in addition to these designs, shall initially contain,

at a minimum, paved pedestrian walkways, access point(s) to the daylighted river, pathway lighting, park benches, trash receptacles, landscaping, bike racks, and signage to be included in the Final PUD Site Plan submission. All Central Park improvements, including the design thereof, shall be the sole responsibility of Perennial. All River Park improvements including the design thereof, shall be the sole responsibility of HP, consistent with the Final PUD Site Plan.

(c) Perennial and its art consultant will consult with the City Manager or the City Manager's designees with respect to the selection of the public art to be installed in Central Park. After approval by the City Manager or the City Manager's designees, Perennial will purchase and cause to be installed such public art in Central Park at a cost equal to Fifty Thousand Dollars (\$50,000.00) or more if Perennial elects in its sole discretion to expend more than Fifty Thousand Dollars (\$50,000.00) for the same.

(d) <u>River Park</u>:

- (1) HP shall construct, as part of the Project, two (2) bridges over the daylighted river, one at Johnson Street as illustrated on the Preliminary PUD Site Plan and the second at the southeastern corner of the River Park, each of which shall be a minimum of 10-feet wide.
- (2) In the event sufficient funds are raised and made available by others other than the City by no later than March 1, 2024, for the relocation of the log cabin, HP shall match those funds up to One Hundred Twenty-Five Thousand Dollars (\$125,000.00) toward such relocation of such log cabin. If not, or if the log cabin is not removed by April 15, 2024, weather permitting, HP may, at HP's sole election, demolish the log cabin.
- (3) The Final PUD Site Plan shall incorporate walkways along the west side of the stormwater basin behind the carriage homes to provide connection to the River Park pathway system.
- (4) At the Final PUD Site Plan submittal, HP shall provide the following for the River Park:
 - a. HP will work with the City, the DDA, the City's experts, Northville Parks and Recreation, an Environmental Engineering firm with experience in appropriately scaled ecological restoration (at HP's cost), with suggestions from City task force groups, to refine the design for daylighting the River and the River Park.
 - b. HP shall further refine site and park designs for the River Park to improve pedestrian accessibility, creating a comfortable experience for people in wheelchairs or those with mobility issues. HP will meet with mobility-challenged residents and/or an organization assisting people with mobility issues for input and recommendations for refinements presented at the Final PUD Site Plan submittal stage.

- c. HP shall post a two-year maintenance and establishment warranty for all plantings in the River Park following installation and acceptance by the City.
- d. HP shall submit a signage plan for River Park with the Final PUD Site Plan.

(e) <u>Central Park</u>:

- (1) Perennial shall install an adequate water supply and electricity in all four quadrants of the Central Park, including an irrigation system.
- (2) Perennial shall provide public restroom facilities in a designated portion of a building located in the portion of the Project adjacent to the Central Park as designated on the Final PUD Site Plan. Perennial hereby grants to the City and the general public a permanent right of entry to the public restroom facilities that are located in such designated portion of such building. The City and Parks and Recreation will, at their sole cost and expense, maintain, repair, clean and stock with appropriate bathroom supplies such public restroom facilities in their normal manner that they maintain, repair, clean and stock the other public restroom facilities.
- (3) On an annual basis, the condominium HOA for Phase North-III and the owner of the Apartment Building in Phase North-I shall each contribute Twenty-Five Thousand Dollars (\$25,000.00), for a total of Fifty Thousand Dollars (\$50,000.00), to the City towards the maintenance of the Central Park beginning on the date that the Central Park is conveyed to the City. Such payments shall increase by three percent (3%) each year on a cumulative basis.
- (4) At the Final PUD Site Plan submittal, Perennial shall provide the following with respect to the Central Park:
 - a. Perennial shall work with the DDA, the City's experts, Northville Parks and Recreation, with suggestions from the City task force groups, to refine the design for the Central Park, incorporating at a minimum the features expressly listed in this Agreement.
 - b. Perennial shall further refine site and park designs for Central Park to improve pedestrian accessibility, creating a comfortable experience for people in wheelchairs or those with mobility issues. Perennial will be required to meet with mobility-challenged residents and/or an organization assisting people with mobility issues for input and recommendations for refinements presented at the Final PUD Site Plan submittal stage.

- c. Perennial shall post a two-year maintenance and establishment warranty for all plantings in the Central Park following installation and acceptance by the City.
- d. Perennial shall submit a signage plan for the Central Park.
- (5) Perennial shall construct the Central Park in substantial conformance with the Final PUD Site Plan.
- farmers Market: Except as provided in this paragraph, the temporary Farmers Market location within the Project shall, at a minimum, include a paved market surface and parking spaces, as shown on the site plan dated August 9, 2022, as well as water and electrical hookups and port-a-johns, which shall be completed by South Property Owner by no later than May 31, 2024. South Property Owner shall permit the temporary Farmers Market to operate for the 2024 and 2025 seasons (ending not later than November 1, 2025) in such location. The Northville Chamber of Commerce or any successor owner or operator of the temporary Farmers Market shall provide to the South Property Owner insurance in a form and amount acceptable to the South Property Owner, in the South Property Owner's reasonable discretion, to remain in effect throughout the period of time that the temporary Farmer's Market is located on the Property. Insurance with the limits shown on the Sample Acceptable Certificate of Liability Insurance attached as Exhibit M shall be deemed acceptable to the South Property Owner.

However, if by no later than October 1, 2023, the City notifies South Property Owner in writing that South Property Owner is not required to construct the improvements described in this paragraph for the 2024 and 2025 seasons, then South Property Owner shall not be required to construct the temporary Farmers Market and South Property Owner shall by no later than April 1, 2024 contribute to the City for its use in developing a permanent Farmers Market site the lesser of Three Hundred Thousand Dollars (\$300,000.00) or the amount that the City Engineer estimates that it will cost to construct the temporary Farmers Market improvements described in this Section 4.6(f) as determined based upon a cost estimate obtained by the South Property Owner's engineer after it has been reviewed and commented on by the City's Engineer (whose review may require that the South Property Owner obtain one or two written cost estimates from independent contractors prior to the City Engineer completing its review).

(g) <u>Pocket Parks</u>: The pocket parks in the South Property will be open to the public as prescribed in the Master Deed and Bylaws or Declarations of Restrictions and this Agreement, and shall include, at a minimum, benches, trash receptacles, and landscaping. Pocket parks will be maintained by South Property Owner until such time as the HOA is created, and then by the HOA in accordance with the terms of this Agreement, and the Master Deed/Bylaws or Declarations of Restrictions, as applicable.

- (h) Gateway: South Property Owner shall construct and dedicate the Gateway and surrounding right-of-way to the City at no cost. The legal description of the Gateway is shown in the attached Exhibit I. At the time of Final PUD Site Plan submission, South Property Owner shall prepare and present an entryway design at the north side of the intersection of Seven Mile/S. Center St. that indicates and creates a significant identity to celebrate that the driver/pedestrian/cyclist is entering into the City of Northville, not a subdivision. The architecture of the buildings should lead the gateway design, and landscaping should support the gateway. The gateway will contain some type of historical reference and should complement the design by the City Engineer for the center island of the Roundabout. The Gateway shall be maintained by the City.
- (i) <u>Maintenance Warranty</u>: South Property Owner shall post a two-year maintenance and establishment warranty for all plantings and signage in the Gateway following installation and acceptance of dedication of the Gateway by the City.
- 4.7 <u>Tree Replacement and Preservation</u>. The Landscape Plan which is part of the Preliminary PUD Site Plan identifies the landscaping to be installed in the Project. The Final PUD Site Plan shall contain the type and quantity of landscaping as illustrated in the Preliminary PUD Site Plan and as refined in the Final PUD Site Plan approval and shall meet all applicable provisions of the City's Zoning Ordinance.
- 4.8 <u>Water and Sanitary Sewer Systems</u>. Perennial or South Property Owner, as it relates solely to its respective Phase of the Project, shall, at its sole expense, construct and install improvements and/or connections tying into the municipal water and sewage systems for its respective Phase of the Project. In addition, the applicable party to this Agreement or the City, as indicated below, shall install the following improvements, at its sole cost, or contribute funds for the improvement as outlined below:
 - (a) South Property Owner shall construct a sanitary sewer pump station (with the design of pump station approved by City Engineer during engineering review stage) on a portion of the South Property acceptable to the City Engineer prior to approval of the Final PUD Site Plan. The pump station will be dedicated to and thereafter owned, operated, and maintained by the City as part of the public sewer system.

If an alternative for direct connection to the Oakland County Water Resources Commission (OCWRC) HRSDS interceptor along River Street can be negotiated with the Oakland County WRC, it is possible that the need/scope for the pump station could change. If connection to the HRSDS interceptor is allowed, and South Property Owner no longer needs to construct the pump station, South Property Owner shall contribute to the City the amount which is equal to fifty percent (50%) of the difference between Four Hundred Fifty-Four Thousand Dollars (\$454,000) (the estimated construction costs for the pump station less any engineering fees, contingency fees, and administration fees) and the estimated construction costs (less any engineering fees, contingency fees, and administration fees) of a gravity sewer connection from the interceptor to the first new access hole on the South Property based upon a written estimate to be provided by the engineer for South

Property Owner, as approved or modified by the City Engineer. This contribution shall be made no later than the issuance of the first certificate of occupancy for any structure in Phase South-I, Phase South-II or Phase South-III and may be used by the City for any of the other City projects described in Section 4.3(g)(3) above or as otherwise agreed to by the City and South Property Owner.

In addition, South Property Owner or the applicable HOA(s) shall contribute its pro rata share of the costs that are assessed to the City by the OCWRC for the new connection to the HRSDS Interceptor on River Street, and the pro rata share of the costs incurred by the City as part of the Chapter 20 Drain petition process through the OCWRC with respect to a new capacity agreement between the City and OCWRC to utilize the HRSDS Interceptor. The pro rata share of costs shall be determined based on the footage of upstream sanitary sewer pipe within The Downs development to the new sewer connection, as a percentage of the total upstream sanitary sewer pipe footage tributary to new connection(s) within the City to the HRSDS Interceptor. After the sanitary sewer pump station referred to in the preceding paragraph is fully operational and dedicated or alternative sewer improvements have been completed, HP or South Property Owner shall remove the Beal Street sanitary sewer currently located in the Rouge River.

- (b) Perennial shall realign at Perennial's sole cost the sanitary sewer from Cady Street impacted by the construction of the apartment building to be routed to Griswold Street and southward towards Beal Street. The new alignment will be as approved on the Final PUD Site Plan and in accordance with Engineering Standards.
- (c) Perennial shall reconstruct/install at Perennial's sole cost an 8-inch water main along Griswold Street from Cady Street through the intersection of Beal Street and an 8-inch water main along Beal Street from Griswold Street through the intersection of River Street not including any existing section of 8-inch water main that may exist under the Beal Street Bridge. Perennial shall deposit necessary escrow funds with the City for the City Engineer to provide review of plans and inspection of water main installations prior to the commencement of such services.
- (d) The City will replace the existing Cady Street water main with a new 12" water main from Center Street to Main Street (the "Water Main"). HP or Perennial, as determined by such parties, shall contribute a total of the lesser of (i) Six Hundred Thirty-Eight Thousand Dollars (\$638,000.00), or (ii) the amount by which the cost to design and construct the portion of the water main from Center Street to Griswold Street exceeds Sixty-Two Thousand Dollars (\$62,000.00) (the "Water Main Contribution") and the City shall pay the balance of the costs. The parties acknowledge that payment of the first Three Hundred Seventy-Five Thousand Dollars (\$375,000.00) of the Water Main Contribution is not contingent on the issuance of the PA 210 Certificate and shall be paid in escrow to the City regardless of the issuance of the PA 210 Certificate and the remaining Two Hundred Sixty-Three Thousand Dollars (\$263,000.00) of the Water Main Contribution shall be paid only if the PA 210 Certificate is issued, each as provided below. Subject to the preceding sentence, the Water Main Contribution shall be paid by HP or Perennial,

as they determine, in the following two (2) installments to be paid in escrow with the City:

- (1) The initial contribution of the portion of the Water Main Contribution shall be the initial Ninety-Five Thousand Dollars (\$95,000.00) of the estimated cost of the professional services during design and engineering of the work described in this Section 4.8(d) including preliminary engineering, final design, and bidding assistance, as summarized by the City in a written reasonably detailed cost estimate provided to HP and Perennial ("Estimated Water Main Professional Services Costs"), which shall be paid by the later to occur of (i) seven (7) days after the Final PUD Site Plan is approved by the Planning Commission, or (ii) three (3) business days after the City provides HP and Perennial with the written cost estimate described in this sentence.
- The remainder of the Water Main Contribution shall be deposited with the (2) City within three (3) business days after the date that the City provides HP and Perennial with one or more executed city council approved contracts for the performance of the water main installation and other work described in this Section 4.8(d). If a pre-construction meeting for such work does not occur within thirty (30) days after the date that HP or Perennial makes such payment to the City, then upon the request of the paying party, the City shall promptly refund such payment to the paying party and such refunded payment shall be returned to the City within three (3) business days after the City subsequently provides HP and Perennial notice of the date of the pre-construction meeting for the work described in this paragraph. The City shall cause to be prepared either (i) two (2) contracts for the performance of such water main installation and other work described in this Section 4.8(d), one which will govern the scope of work from Center Street to Griswold Street which applies to and will service the Project (the "Project Water Main Work") and one which will govern the scope of work from Griswold Street to Main Street which applies to work and service not related directly to the Project (the "Non-Project Water Main Work", together with the Project Water Main Work are collectively referred to herein as the "Water Main Work"), or (ii) one contract for the Water Main Work which will provide, among other things, that in the event the City fails to timely perform its obligations under such contract, then, upon the written election by Perennial, such contractor shall perform all of its obligations under such contract with respect only to the Project Water Main Work. In addition, design and administration for this work shall be performed by the City Engineer. Any delay in completion of the work described in this Section 4.8(d) shall not be the basis for delay or non-issuance of a building permit or certificate of occupancy for any portion of the Project so long as there is sufficient existing fire flow to handle the requirements of the Fire Department for any building. The City shall use its reasonable efforts to coordinate design and construction of the work described in this paragraph with Developer's efforts to design and construct the Project.

Upon the written request of Perennial, the City shall provide Perennial with a complete set of all proposed plans, specifications, contract documents and construction schedules (as they may be updated from time to time) for the Water Main Work and shall keep Perennial informed on a bi-weekly basis of the progress of the work. Further, upon the written request of Perennial, the City shall provide Perennial with a complete set of all the final approved plans, specifications, contract documents and construction schedules (as they each may be updated, amended or modified from time to time) for the Water Main Work.

Additionally, upon Perennial's request, the City will provide Perennial with a schedule of all construction meetings relating to the Water Main work and Perennial may, at Perennial's sole election, attend the same. If the City does not commence and/or continue to diligently pursue the completion of the Water Main Work pursuant to this Section 4.8(d) at any time from and after the later to occur of April 1, 2025 or one hundred eighty (180) calendar days before the estimated date of issuance of the first certificate of occupancy for any building in Phase North-I as shown on the Final PUD Site Plan, as such date is estimated by Perennial in its construction schedule, then upon the written request of Perennial and as a nonexclusive remedy available to Perennial, the City shall assign to Perennial or its designee all of the contracts for the Water Main Work (or only those such contracts for the Water Main Work as Perennial may then specifically request be assigned to it by the City), which may include, but are not limited to, contracts for engineering, surveying, inspection, construction and maintenance, and thereafter Perennial shall use commercially reasonable efforts to cause the Project Water Main Work necessary for the occupancy of the Apartment Building on the portion of Phase North-I to be completed.

Perennial may, at Perennial's sole discretion, offset the reasonable costs incurred by Perennial with respect to the Water Main Work against any remaining balance of the Water Main Contribution to be paid by Perennial to the City under this Section 4.8(d) and/or against any other amounts or payments that are to be paid by Perennial to the City under this Agreement or, in such event, at the request of Perennial, the City shall return to Perennial any unexpended portion of the Water Main Contribution in the possession or control of the City. Notwithstanding anything contained in this Agreement to the contrary, the City shall be obligated to reimburse Perennial for any reasonable amounts Perennial incurs under this Section 4.8(d) following the City's failure to timely complete the Water Main Work that are greater than any offset available to Perennial hereunder. The City grants to Perennial an irrevocable temporary license to access all City-owned property which is necessary for Perennial or its designees, affiliates, agents, and contractors to perform such Water Main Work, but only to the limited extent necessary to complete such Water Main Work, and the City shall cooperate with all reasonable requests of Perennial and its contractors in connection with, and in order to perform, such Water Main Work.

All water and sanitary sewer system improvements shall be designed and constructed in accordance with the Final PUD Site Plan and approved detailed

engineering/construction plans approved for each of the Phases, and all applicable City, state, and county standards, codes, regulations, ordinances, and laws, except as provided herein. Such water and sanitary sewer service facilities, including any on-site and off-site facilities, extensions and easements to reach the area to be served, shall be provided by and at the sole expense of the applicable Developer of the applicable portion of the Phase of the Project, and shall be completed, approved and dedicated to the City to the extent necessary to fully service all proposed and existing facilities, structures and uses within the Phase of the Project to be served thereby, prior to the issuance of any building permits for any building in the applicable Phase of the Project. Other than on an interim basis prior to completion of the new sewer pump station or construction of a new water main, water main and sanitary sewer improvements within and for a particular Phase must be completed to the extent that such Phase shall, upon completion and dedication of such improvements, be fully capable of standing on its own in terms of the provision of water main and sanitary sewer services to each Phase according to applicable laws, ordinances, codes, regulations, and engineering standards at the time of construction of each such Phase.

If the applicable Developer of the applicable portion of the Phase of the Project fails to complete the water main system and/or sanitary sewer system for any Phase as required under this Agreement other than due to delays by or caused by the City, the City may, at its option, after providing notice as provided hereunder, elect to collect the Performance Guarantee posted under Article VI with respect to such work, and install the water main system and/or sanitary sewer system for such Phase. Except for permits for the model homes as provided in Section 4.13 below, no building permits shall be issued for such Phase until such time as the applicable Developer of such Phase, or the City, if it has elected to complete construction with the Performance Guarantee, has completed construction of the applicable water main and/or sanitary sewer system improvements that are required to be constructed (excepting from such requirement the construction of the Water Main to be constructed by the City as described in this Section 4.8(d)).

Each Developer shall assume all risks associated with any non-availability (or lack of water flow/pressure or capacity) of water and/or sanitary sewers to serve the structures within the Project, including, without limitation, uninhabitable buildings, and fire protection risks, other than to the extent directly caused by the acts or omissions of the City or any of its agents or contractors and shall release, indemnify, and hold harmless the City from any and all claims arising by reason of any such non-availability/performance other than any such claims which arise or result directly from the actions or omissions of the City or any of its agents or contractors.

Each Developer shall, upon completion of installation and testing of the public water main and sanitary sewer improvements for each Phase of the Project, convey and dedicate all interests in such facilities to the City by providing and executing mutually acceptable documents in accordance with all applicable City ordinances

and regulations, and the area dedicated shall include any mutually acceptable easements which may be required to access such improvements.

Prior to collecting the Performance Guarantee as required by Section 6.1 to complete construction of the water and/or sanitary sewer system improvements of the portion of the applicable Phase of the Project and provided that the City has fully performed its obligations with respect thereto, the City shall serve written notice upon the Developer of such applicable Phase of the Project, setting forth the manner in which such Developer has failed to construct the improvements as required. The notice shall include a demand that the deficiencies be cured within thirty (30) days. If the deficiencies set forth in such notice are not cured within said thirty (30) day period, the City may collect the Performance Guarantee and complete construction and assess the cost of construction not covered by the Performance Guarantee, including any related administrative expense and reasonable attorneys' fees, to such applicable Developer. The City will not take action to enter the Property or collect the Performance Guarantee if, within the thirty (30) day period, such applicable Developer has initiated appropriate steps to complete the water and/or sanitary sewer systems, and thereafter diligently pursues completion of the required work. In the event the City enters upon the Property to complete the construction of the water and/or sanitary sewer systems in accordance with this Section 4.8, the City may charge an amount equal to twenty-five percent (25%) of the costs that are actually incurred by the City in connection with its completion of such construction to cover the City's administrative costs of performing such work. All costs shall be due and payable upon receipt by such applicable Developer of a written invoice for the same from the City, together with appropriate supporting documentation for such costs. Any amount not paid within thirty (30) days after such applicable Developer's receipt of a written invoice for the same shall bear interest at the rate of one and one-half percent (1½%) per month until paid.

Such Developer shall be charged the amount for sewer and water fees, including, but not limited to, connection fees, metering fees, and charges of the City in effect at the time of the request for connection to the sewer and/or water mains.

- 4.9 <u>Development Documents</u>. Each Developer shall construct its Phase of the Project in compliance with the Development Documents and this Agreement, which shall govern the landscaping, lighting, signs, screening, architectural and other standards applicable to the Project.
- 4.10 Open Space, Parks and Storm Water. The open spaces, parks, and storm water management systems (including the surface detention pond system within River Park and the underground detention system within Central Park) shall be designed and landscaped in a manner consistent with the Preliminary PUD Site Plan to create natural areas that add to the overall open space system and aesthetics of the Project and provide passive recreational areas to the adjacent residential uses and the City residents as a whole. Open space, parks, and natural features shall be consistent with the Preliminary PUD Site Plan.

For the purpose of ensuring long term preservation of open space, parks, wetlands and natural features within the Project, all park common areas (not conveyed to the City), open space, and storm water drainage and detention areas and facilities, shall be perpetually preserved by the owner of the same consistent with the Final PUD Site Plan pursuant to the provisions contained in the Master Deed or Declaration of Restrictions, as applicable, required under Article VII.

Perennial will enter into a written easement agreement between the City and Perennial which is in recordable form and contains reasonable terms and provisions under which Perennial will grant to the City a perpetual easement to use certain sidewalks and walkways located on the North Property as shown on the Final PUD Site Plan in order to provide for passage by pedestrians between public properties that are located adjacent to, abut or surround the North Property. The City and Perennial agree that nothing contained in such easement agreement, including any grant of easement therein, will be deemed to constitute a gift or dedication of any real property or any building, or any portion thereof, to any governmental body or agency or to the general public.

4.11 Storm Water Management & Detention. All storm water systems (surface and underground pipe conveyance and storage) shall be designed in accordance with applicable ordinances and engineering regulations and standards, including the City and Wayne County Storm Water Ordinance and the required Storm Water Maintenance Agreement, and constructed pursuant to final engineering plans approved by the City Engineer. All off-site storm water or storm sewer easements shall be provided to the City prior to the scheduling of a pre-construction meeting for the first Phase.

Each Developer, as applicable, shall use storm water management techniques that infiltrate storm water into the ground, where reasonably practical, using Low Impact Development (LID) Techniques such as deep-rooted plants, bioswales, permeable pavements, and other techniques, based on site conditions. Each Developer, as applicable, shall work with the City Engineer and Wayne County to identify if any reasonable opportunities exist to increase infiltration and LID applications on the Property and implement those opportunities if they do exist.

4.12 <u>Construction and Sales Trailers</u>. Developer is permitted to have five (5) construction and sales trailers for the Project north of Beal Street and three (3) construction and sales trailers for the Project south of Beal Street. The City agrees to cooperate with reasonable requests for additional trailers, with the decision to be made in the discretion of the Building Official.

HP shall provide, or cause to be provided, at no cost to the City, a location on the portion of the Property as designated by HP (subject to the approval of Perennial if on the North Property or the South Property Owner if on the South Property) in proximity to ongoing construction activities for the placement by the City of one (1) construction trailer for use of the City's Project Manager and staff. The City will be responsible, at the City's sole cost, to provide and place such construction trailer on such designated portion of the Property and for all costs that are required or incurred for such construction trailer, including but not limited to, all utility costs. Prior to entering the Property, the City will

provide evidence of self-insurance that is reasonably satisfactory to HP, Perennial and South Property Owner, as applicable, for the location and use of a construction trailer on such portion of the Property. Developer agrees that self-insurance provided through the Michigan Municipal Risk Management Authority satisfies this requirement.

4.13 <u>Model Homes</u>. Developer shall be permitted to have one (1) model home for each of the residential building types (detached single-family, row house, 2.5 story townhome, attached single-family (north of Beal), attached single-family (south of Beal), and carriage home) of the Project during construction, for a total of six (6) model homes. A model home shall not be occupied until the utilities and public roads have been approved and accepted by the City. Further, any model home shall be converted and listed for sale after a building permit is issued for the last residential building or unit for the particular building type advertised by the model home, it being the specific intent that a model home cannot be used to market any other project or development.

Developer shall be issued building permits for model homes following submission of complete applications and once the utilities (including water main, sanitary sewer, and storm sewer) have been installed and are in service, and once emergency access that meets the requirements of the International Fire Code of 2015, acceptable to the City Engineer and Police and Fire Departments, has been constructed.

- 4.14 Environmental Reports. HP or the South Property Owner shall provide to the City Engineer and Building Department an existing or new Phase I Environmental Site Assessment and a Phase II Environmental Site Assessment, Baseline Environmental Assessment and Due Care Compliance Plan, for the Residential Component prior to any mass grading, the installation of utilities and the issuance of any building permit, including for a model building. The content of such reports shall not delay or become a condition relevant to the issuance of any required permits except to the extent provided by applicable law.
- 4.15 <u>Dumpsters and Truck Delivery</u>. The dumpsters shown on the Final PUD Site Plan shall be enclosed on three sides by brick walls or may be inset into the building design so as to be screened from passersby. The dumpsters shall be enclosed with a gate. The brick shall be the same as that used on the building that the dumpster serves. Developer agrees to contract with a private trash disposal company to regularly pick up the trash. The contract shall contain a provision prohibiting the picking up of trash before 7:00 a.m. or after 7:00 p.m. In addition, truck deliveries to all buildings in the Project shall be prohibited prior to 7:00 a.m. and after 7:00 p.m.
- 4.16 **Brownfield Plan**. The parties acknowledge that the City Council on _______, 2023 adopted a brownfield plan with respect to the Project pursuant to Public Act 381 of 1996, as amended (the "Brownfield Plan"). The Brownfield Plan includes tax increment financing and corresponding local brownfield revolving fund deposits to reimburse certain eligible activity costs. In order to implement the Brownfield Plan, a realignment of the Downtown Development Authority ("DDA") District Boundary ("DDA Boundary") will be required. Expansion of the DDA Boundary requires approval by the DDA and City Council. The Brownfield Plan includes the following activities, among others:

- (a) <u>Daylighting of the Rouge River</u>. Daylighting of the Rouge River is a critical factor in the approval of the Project. HP shall comply with the Brownfield Plan in accordance with the requirements set forth in the Brownfield Plan, and the time periods contained in the Intergovernmental Agreement referred to above for this portion of the Project. The Brownfield Plan anticipates a partial assignment by the DDA of the DDA capture from the Project property to the Brownfield Redevelopment Authority, subject to Section 4.16(c) below.
- (b) <u>Farmers Market</u>. The local brownfield revolving fund established pursuant to the Brownfield Plan will receive the first \$300,000.00 of capture permitted to be deposited into the fund in order to fund environmental remediation needed for the proposed Farmers Market property development by the City.
- (c) <u>Retention of Portion of Capture</u>. The DDA shall retain the first \$50,000.00 of its capture, annually, to be used by the DDA for any legally permitted purpose.

The details of the plan for reimbursements pursuant to the Brownfield Plan, including at least the above benefits to the City, shall be set forth in the Reimbursement Agreement to be executed pursuant to and consistent with the Brownfield Plan, and the Intergovernmental Agreement among the Brownfield Redevelopment Authority (BRA), the DDA and HP consistent with the Brownfield Plan ("Brownfield Intergovernmental Agreement"). The City makes no representation in this Agreement that the Act 381 Work Plan or Brownfield Intergovernmental Agreement will be approved by the City Council. The failure of the Michigan Strategic Fund or the Michigan Department of Environment, Great Lakes, and Energy to fully approve the Act 381 Work Plan pursuant to the Brownfield Plan, or the failure of the BRA, the DDA and HP to enter into the Brownfield Intergovernmental Agreement on terms satisfactory to HP, while not constituting a default or breach for the purposes of this Agreement, shall permit Perennial or HP to terminate this Agreement upon written notice to the City, following which the City may take actions permitted to rezone the Property from the PUD classification to an appropriate classification as determined by the City in its legislative process and judgment.

_____, 2023, the City Council 4.17 Commercial Rehabilitation District. On established a commercial rehabilitation district and on ________, 2023, the City Council approved the issuance of the PA 210 Certificate. In the event that the PA 210 Certificate is issued by the State Tax Commission and all applicable appeal periods have expired without any appeals having been filed or any appeals have been dismissed (referred to herein as the "issuance" of the PA 210 Certificate), Perennial shall make certain contributions to public infrastructure projects as specified in this Agreement, including an additional commitment of Five Hundred Thousand Dollars (\$500,000.00) to be paid by Perennial to the City within seven (7) days after the issuance of the first building permit for the Apartment Building on Phase North-I as depicted on the approved Final PUD Site Plan, which funds may be allocated by the City to any of the other identified infrastructure needs and spent at the City's discretion. Such funds may also be used by the City to fund the expected funding gap for the Cady/Center Street Realignment or other unmet infrastructure needs of the City.

However, if the State Tax Commission does not approve of the PA 210 for the Apartment Building or issue the PA 210 Certificate or the PA 210 is approved by the State Tax Commission but such approval is later rescinded or revoked as a result of any applicable appeal, then HP or Perennial may, at their sole respective election, terminate this Agreement upon written notice to the other parties at any time within sixty (60) days after the date that the State Tax Commission notifies HP or Perennial in writing (a) of its disapproval of the PA 210 for the Apartment Building or (b) that the State Tax Commission's prior approval of the PA 210 for the Apartment Building has been rescinded or revoked as a result of any applicable appeal of such PA 210. At the request of HP or Perennial, the City, HP and Perennial shall meet during such sixty (60) day period in advance of any termination by any party to discuss the pertinent issues under this Section 4.17.

In addition, if the State Tax Commission does not approve of the PA 210 for the Apartment Building or issue the PA 210 Certificate or the PA 210 Certificate is issued by the State Tax Commission but such issuance is later rescinded or revoked as a result of any applicable appeal, or in the event HP or Perennial elects to terminate this Agreement, HP or Perennial, as applicable, shall be responsible for the payment of any amounts or money required to be placed into escrow under this Agreement, or any consultant or legal fees incurred by the City under this Agreement, up to the date of said non-approval, rescission, revocation or termination.

- 4.18 <u>Minor Changes to Approved Final PUD Site Plans</u>. Minor changes may be approved by the City Building Official of the Final PUD Site Plan upon certification in writing to the Planning Commission that the proposed revision does not alter the basic design, or any conditions of the plan imposed upon the original Final PUD Site Plan approval and meets Zoning Ordinance requirements. In considering such a determination, the Building Official shall consider the following to be a minor change:
 - (a) For residential buildings, the size of structures may be reduced, or increased by five percent (5%) provided that the overall density of units does not increase.
 - (b) Square footage of non-residential buildings may be decreased or increased by up to five percent (5%) or two thousand five hundred (2,500) square feet, whichever is smaller.
 - (c) Elevations may be altered by up to five percent (5%).
 - (d) Movement of a building footprint by no more than ten (10) feet as long as required setbacks are not compromised.
 - (e) Plantings approved in the Final PUD Landscape Plan may be replaced by similar types of landscaping on a one-to-one or greater basis.
 - (f) Improvements to site access or circulation, such as inclusion of deceleration lanes, boulevards, curbing, pedestrian/bicycle paths, etc.

- (g) Changes of building materials to another of higher quality, as determined by the Building Official.
- (h) Changes in floor plans which do not alter the character of the use.
- (i) Slight modification of sign placement or reduction of size.
- (i) Relocation of sidewalks and/or refuse storage stations.
- (k) Internal rearrangement of parking lots which do not affect the number of parking spaces or alter access locations or design.
- (l) Changes required or requested by the City and approved by Developer for safety reasons shall be considered a minor change.
- (m) Changes that do not impact final engineering approval.

Minor changes shall not require an amendment to this Agreement but shall become a part of this Agreement. Minor changes do not include, for example, any change that would alter the specific uses allowed by this Agreement, any change that would increase, decrease, or alter the approved uses contained in Section 3.1 of this Agreement, or any change that would decrease or eliminate any of the open space improvements including without limitation the requirement of Daylighting the Rouge River and creation of River Park and Central Park, or any change that would relieve Developer of its obligations to construct any of the Improvements required by this Agreement.

Should the Building Official determine that the requested modification to the approved Final Plan is not minor or if a change in land use has occurred which is different than land uses previously approved, no amendment or change will be approved unless City Council determines, in its sole discretion, to amend this Agreement.

- 4.19 Other Governmental Approvals. The parties are aware that some minor modifications to the Final PUD Site Plan may result from further engineering or regulatory requirements of other governmental agencies. Such minor modifications shall be deemed approved by the City if the changes are substantially in compliance with this Agreement and the Final PUD Site Plan. The term "minor changes" shall have the meaning set forth in Section 4.18 above.
- 4.20 Other Applicable Laws. Nothing contained in this Agreement shall be construed to relieve Developer of the obligation to comply with the provisions of state law or obtain the approvals of governmental or regulatory entities other than the City and its affiliated entities when needed.
- 4.21 <u>Variances</u>. Except as specifically provided in this Agreement, no variances from the City's Zoning Ordinance or other codes or regulations may be applied for or granted to Developer for the development of the Project.

4.22 <u>Final PUD Site Plan Approval</u>. This Agreement does not constitute final approval for development of the Project. Prior to commencement of any physical development or construction on the Property, HP shall apply for Final PUD Site Plan approval pursuant to Section 20.07 of the Zoning Ordinance and proceed as provided through the regular processes for Final PUD Site Plan approval. During the process, the Planning Commission will review the Final PUD Site Plan to assure compliance with the terms of this Agreement, and compliance with all ordinance and regulatory requirements as to matters not covered by this Agreement.

4.23 Additional Requirements.

- (a) HP shall submit a logistical plan to show how the development will proceed with minimal impact on the City and surrounding properties as development progresses through the various phases. Developer will comply with the then-applicable City of Northville Construction Site Operation Standards during all phases of the development of the Project. At the time an application for a building permit is submitted to the City, a Project specific logistics plan will be submitted, reviewed, and approved by the City of Northville's building department. Developer will use its reasonable efforts to mitigate any material adverse impact of the development on the City and any areas that are adjacent to the Project as the development progresses through the various phases.
- (b) This Project is subject to approval of this Agreement by City Council prior to Final PUD Site Plan approval by the Planning Commission. If Developer submits engineering plans or other requirements for the issuance of the permit for initial Project construction activities, City will use its best efforts to review and provide comments thereon in order to facilitate Developer's commencement of Project activities shortly after the date of Final PUD Site Plan approval by the Planning Commission. However, no activities related to the Project shall commence until this Agreement has been approved by City Council, and all conditions of approval of the Preliminary PUD Site Plan, and later, Final PUD Site Plan approval have been met.

ARTICLE V

PHASING AND NON-IMPAIRMENT

- Right to Develop. Developer has the right to develop the Project in accordance with the Preliminary PUD Site Plan and Final PUD Site Plan, subject to this Agreement. The development of the Project may at HP's or Perennial's choice occur in whole or in part in separate phases (each, a "Phase"), each of which shall include the associated infrastructure improvements within or necessary to serve such Phase. Each Phase shall consist of the improvements shown on the Preliminary PUD Site Plan and Final PUD Site Plan, subject to the conditions set forth herein.
- 5.2 <u>Anticipated Order of Development; Phasing</u>. One of the critical public benefits resulting from this Project is the daylighting of the Rouge River. The Rouge River is a significant

feature of the Property. The river will be daylighted (removed from the existing culvert), and a channel will be created to accommodate the flow of the river. The river channel and the abutting riverbanks will be substantially restored to the extent reasonably possible and in compliance with the Final PUD Site Plan, but not necessarily in the exact location as previously located. This portion of the Project (referred to as the "Daylighting of the Rouge River") will require approvals from outside governmental agencies, which conditions are a condition precedent to HP's ability to fully perform its obligations hereunder. HP estimates it will require six (6) to twelve (12) months to complete the Daylighting of the Rouge River after receipt of all approvals.

The Project will be developed in the following phases, as illustrated on the Phasing Plan included in the 8-16-2022 submittal to the Planning Commission, or as amended in the Final PUD Site Plan:

- (a) Phase North-I. The design and construction of the Daylighting of the Rouge River and development of River Park will be implemented as a part of Phase North-I. Phase North-I will also encompass the apartments, and Central Park, and the promenade located on the north end of the Project between Cady Street and Beal Street, the extension of Beal Street, the extension of Hutton Street, and four townhomes at the northeast corner of Beal Street and S. Center Street. Phase North-I is contemplated to occur over 31 months, beginning Fall of 2023, and ending in early, 2026.
- (b) <u>Phase North-II</u>. Phase North-II will encompass the Rowhouses along Cady Street, Griswold Street, and the east end of Beal Street. Phase North-II is contemplated to occur over 24 months, beginning January of 2024, and ending January 2026.
- (c) <u>Phase North-III</u>. Phase North-III will encompass the condominiums building along Cady Street. Phase North-III is contemplated to occur over 32 months, beginning March of 2026, and ending November of 2028.
- (d) <u>Phase South-I</u>. Phase South-I will include the single-family attached homes located to the west of Center Street. Phase South-I is contemplated to occur over 27 months after the start of construction. The anticipated start date of construction is November 1, 2023.
- (e) <u>Phase South-II</u>. Phase South-II will encompass the townhomes, attached single-family homes, single-family detached homes, and carriage homes located to the east of Center Street, south of Beal Street, north of Seven Mile Road, and Hutton St. to the east. Phase South-II is contemplated to occur over 38 months after the start of construction. The anticipated start date of construction is May 1, 2024.
- (f) <u>Phase South-III</u>. Phase South-III will encompass the additional portion of town homes, single-family detached homes, and carriage homes located east of Phase South-II to the River Park. Phase South-III is contemplated to occur over 29 months after the start of construction. The anticipated start date of construction is May 1, 2025.

(g) The River Park. Construction will begin on the Daylighting of Rouge River and the River Park as soon as reasonably permitted following issuance of all permits and approvals. The River Park construction is estimated to take six (6) months to one (1) year to complete from the start of construction of the Daylighting of the Rouge River, subject to weather conditions and other factors beyond the reasonable control of HP. The anticipated start date of construction is July 1, 2024.

Each Developer may, in its sole respective discretion, concurrently develop more than one Phase in whatever order it deems appropriate, subject to prior administrative review by the City Engineer, Planner, Building Official, and Fire Department to ensure compliance with this Agreement, the City ordinances and regulations, and that construction staging, and operations can occur without a detrimental impact on the surrounding area or other construction occurring on the Project. Each Phase may be developed by one (1) or more developers, provided that each developer complies with this Agreement to the extent applicable to the portion of the Property which is the subject of such developer's project. None of the estimated dates or construction periods above are considered mandatory, except that the schedule to complete the activities covered by the ARPA grant funds to daylight the Rouge River and construct the River Park shall be met as required by the Intergovernmental Agreement.

HP anticipates entering into an agreement with the Wayne County Land Bank Authority ("WCLBA") pursuant to which WCLBA will acquire or control the future River Park portion of the Property and convey that portion of the Property to the City after the completion of the River Park improvements. The City shall cooperate with the negotiation and execution of that agreement and, if deemed appropriate, be a signatory to the agreement upon terms reasonably satisfactory to HP, WCLBA and the City. Under no circumstances shall the City be responsible for the payment of any money related to the agreement with the WCLBA.

HP, Perennial, the South Property Owner or any of their respective successors or assigns may assign their respective rights and obligations hereunder with respect to one or more portions of the Project to one or more other entities which may, in their sole respective discretion, develop any portion or one or more Phases. Any such entity shall comply with this Agreement with respect to the portion of the Property that it owns and shall not be obligated to perform the obligations of any other party to this Agreement except as expressly provided herein. Upon such assignment, the assignor shall be released from its obligations under this Agreement with respect to the portion of the Property so assigned and such assignee or assignees shall be considered the "Developer" hereunder with respect to its portion of the Project and Property. However, no such assignment shall serve to alter the obligations of HP, Perennial, or Toll, respectively and as applicable, as to the River Daylighting, for their respective specific obligations to make payments or contributions to the City or to take the specific actions described in Sections 4.3(f) through 4.3(m) of this Agreement, as applicable. Further, no assignment shall alter the obligation of HP to complete the Daylighting of the Rouge River and construction of the River Park.

Upon completion of each Phase, each Phase shall be capable of standing on its own in terms of the presence of services, facilities, and infrastructure to serve such Phase. For

purposes of this Agreement, "Infrastructure" means roads, drives, entranceways, parking lots and spaces, safety paths, sidewalks, water system, sewer system, open spaces, landscaping, buffers, signage, lighting, soil erosion and sedimentation control, grading, storm water drainage and management, detention and retention improvements, electric, natural gas, telephone, cable television, and any other necessary utilities, to the extent such infrastructure is located within the portion of the applicable Phase or is necessary to serve the buildings, units and other improvements within such Phase. All easements required for portion of any Phase pursuant to this Agreement or City Code must be approved and provided to the City in recordable form, with Developer to pay the costs of recording. In addition, all of the obligations of each applicable Developer hereunder for its applicable portion of a Phase shall be completed and approved by the City before the issuance of a final certificate of occupancy for such applicable portion of such Phase.

HP and/or Perennial shall demolish the existing structures and substantially complete the land balancing to support the commencement of construction of underground utilities in Phase North-I, Phase North-II, and Phase North-III within two (2) years following Final PUD Site Plan approval by the Planning Commission. If such work is not performed as required in the previous sentence within two (2) years following Final PUD Site Plan approval by the Planning Commission but HP and/or Perennial as the case may be, is diligently pursuing such work for any portion of any of Phase North-I, Phase North-II, or Phase North-III or market demand or reasonable project financing does not exist for the contemplated uses for such Phase North-I, Phase North-II, or Phase North-III, as applicable, under this Agreement, then HP or Perennial may petition the City Council prior to the expiration of such two (2) year period to extend such two (2) year period for Phase North-I, Phase North-II, or Phase North-III for an additional two (2) years. The City Council shall not unreasonably withhold approval of any such request for an extension. However, activities related to the Daylighting of the Rouge River which are required to take place upon commencement of the Project shall not be considered the commencement of construction of Phase North-I or any other Phase for purposes of this paragraph or the following paragraph.

The Developer of Phase South-I, Phase South-II or Phase South-III shall take all actions that are reasonably necessary to demolish the existing structures in Phase South-I, Phase South-II and Phase South-III, and substantially complete the land balancing to support the commencement of construction of underground utilities in Phase South-I, Phase South-II, or Phase South-III within two (2) years following Final PUD Site Plan approval by the Planning Commission. If such work is not performed as required in the previous sentence within two (2) years following Final PUD Site Plan approval by the Planning Commission but such applicable Developer of Phase South-I, Phase South-II, or Phase South-III, as the case may be, is diligently pursuing the development of any portion of any of Phase South-I, Phase South-II, or Phase South-III or market demand or reasonable project financing does not exist for the contemplated uses for such Phase South-I, Phase South-II, or Phase South-III, as applicable, under this Agreement, then such applicable developer may petition the City Council prior to the expiration of such two (2) year period to extend such two (2) year period for Phase South-I, Phase South-II, or Phase South-III for an additional two (2) years. The City Council shall not unreasonably withhold approval of any such request for an extension. However, activities related to the Daylighting of the Rouge River which are

required to take place upon commencement of the Project shall not be considered the commencement of construction for Phase South-I, Phase South-II, or Phase South-III or any other Phase for purposes of this paragraph or the preceding paragraph.

In the event that an extension is not granted by the City Council as provided above, this Agreement shall be deemed null and void and expired as to that Phase or portion of the Property. Any further development of the land contained in an expired Phase shall be subject to the Zoning Ordinance classifications in effect at the time of any future application for development of the land in such expired Phase.

ARTICLE VI

PERFORMANCE GUARANTEE REQUIREMENTS

Performance Guarantee. Each applicable Developer with respect to its applicable 6.1 portion of a Phase of the Project shall deposit or cause to be deposited with the City Clerk cash, certified check, or one or more automatically renewable irrevocable letters of credit substantially in the form attached hereto as Exhibit L or such other form approved by the City and Developer, whichever Developer elects, for the benefit of the City, to provide a performance guarantee (the "Performance Guarantee") for the construction of all applicable Improvements to be performed by it on its applicable portion of such Phase. For purposes of this Agreement, "Improvements" shall mean all roads, alleys, driveways, parking areas, sidewalks, other non-motorized paths, parks, open spaces, natural features, landscape materials, screening, signs, lighting, storm water drainage, utilities, and other similar site items. However, the Daylighting of Rouge River and the development of River Park are not considered Improvements with respect to the posting of the Performance Guarantee required in this Article but will be secured as provided in Section 6.2 below. Unless specified otherwise in this Agreement, such Performance Guarantee shall be in the amount of one hundred twenty-five percent (125%) of the estimated cost of construction of the applicable Improvements for the applicable portion of the Phase being developed as specified in a bona fide contract for construction, subject to the approval of the City's Engineer or Planner, as applicable, whose approval will not be unreasonably withheld or conditioned. The Performance Guarantee shall secure the completion of the applicable Improvements. If and to the extent the Wayne County Department of Public Services Permits Division, Wayne County Department of Public Services Environmental Services Division, or other governmental entity having jurisdiction requires a bond or other security to secure the completion of any of the applicable Improvements, and to avoid imposing on Developer the obligation of bonding twice for the same Improvement, the amount of the Performance Guarantee required by this Agreement shall be reduced by the amount of the Performance Guarantee required by the other governmental entity. The City will rebate to the applicable Developer (or as applicable, to an assignee with respect to the Improvements that are the subject of the Performance Guarantee) as work progresses, amounts of any cash deposits, or reduce the cash, certified check or automatically renewable irrevocable letter of credit, as may be applicable, equal to the ratio of the work completed on the Improvements in each respective applicable portion of the Phase of the Project. However, at no time shall the amount of the Performance Guarantee that is retained for any

incomplete work be less than 125% of the cost of the remaining Improvement work, as reasonably determined by the City's Engineer and Planner, as applicable.

Prior to the acceptance by the City of the dedication of any utility, street, or other public improvement, a two (2) year maintenance bond, as established by the City, or other Performance Guarantee, for the benefit of the City, equal to twenty-five percent (25%) of the construction costs for such utility, street or other public improvement shall be posted by the applicable Developer. Additionally, as-built plans certified by a licensed engineer, reviewed, and approved by the City's Engineer, shall be submitted to the City.

- 6.2 <u>Daylighting of the Rouge River and River Park Work</u>. The daylighting of the Rouge River and the development of the River Park shall be secured pursuant to this Section 6.2.
 - (a) HP shall, within thirty (30) days after the issuance of the first permit for any work to be constructed on the Property, including, but not limited to, land balancing, provide the City with a performance bond, placed with a surety approved by and acceptable to the City, in an amount sufficient to secure the completion of the total estimated hard costs and fees to be paid to consultants and other professionals in order to complete such Daylighting and River Park work, as determined in the sole discretion of the City based upon the City Engineer's estimate of the remaining work required to complete the Daylighting and River Park (the "Performance Bond"). The amount of the Performance Bond shall be reduced as the work is completed and paid for by HP based upon the City Engineer's estimate of the remaining work required to complete the Daylighting and River Park if requested by HP.
 - (b) If Toll acquires all or a portion of the South Property by the date described in Section 6.2(a) and the Daylighting and River Park work described in Section 5.2(e) is not substantially complete within twelve (12) months after the issuance of all required final permits for such work (provided that the twelve (12) month period shall be extended by six (6) months if substantial completion of the work is delayed due to winter conditions or other conditions not subject to the reasonable control of HP), then Toll shall provide the City with an automatically renewable irrevocable letter of credit (the "LOC") for the remaining cost to complete the Daylighting and River Park. Upon the City's receipt of the LOC, the City will promptly return the Performance Bond to HP. Toll's engineer will provide an estimate of the cost to complete the remaining work but the amount of the LOC shall be determined in the sole discretion of the City based upon the City Engineer's review of Toll's estimate and the remaining work required to complete the Daylighting and River Park. The LOC shall remain in effect until the completion of such work and may be drawn upon by the City to complete the work if Toll does not proceed with reasonable diligence to complete such work. The amount of the LOC shall be reduced as the work is completed and paid for by Toll based upon the City Engineer's estimate of the remaining work required to complete the Daylighting and River Park if requested by Toll. The City may, in its sole discretion, allow Toll to post a performance bond in lieu of the LOC.

ARTICLE VII

MAINTENANCE OF OPEN SPACE AND COMMON AREAS

7.1 Open Space and Common Facilities. The owner or owners of each Phase of the Project shall have the responsibility for maintaining the privately-owned features of their respective Phase of the Project, such as open space, private driveways, alleys, and storm drainage facilities located within their respective Phases, except to the extent that the responsibility for the maintenance of any such roads and/or storm drainage facilities has been assigned to and assumed by Wayne County or other governmental agency having jurisdiction. Developer shall have the right to form one (1) or more associations (each, an "Association" and collectively, the "Associations"), for the purpose of maintaining the Improvements within the Project that are intended for the common use and benefit of owners in the Project, including the pocket parks described in Section 4.6(h) of this Agreement as well as the general public. The Associations shall have the right to establish reasonable rules and regulations with respect to the open space areas. However, in no event shall the Association restrict public access to any of the park areas or sidewalks located along vehicular travel ways. Each Developer shall have the right to assign its maintenance obligations under this Agreement to the Associations.

For purposes of the maintenance obligations set forth in this Agreement, the terms "maintenance," "maintain," and "maintained" shall mean and include, but not be limited to, regular inspections, dust control, removing dirt, debris and other obstacles, repairing potholes and cracks, sealing, resurfacing, maintenance and reconstruction, as needed, of all storm water conveyance systems, and such other actions as shall be necessary or expedient to provide structural integrity and substantial continuance, unobstructed and safe vehicular and pedestrian passage, including necessary snow and ice removal, grass mowing and weed control, providing unobstructed drainage as necessary and required, and replacing in a prompt and timely manner any dead or diseased landscaping. Replacement of damaged or deteriorated sidewalks or walkways (including non-motorized paths) shall also be the responsibility of the Association. Developer and/or the Associations will be required to remove snow from sidewalks and other non-motorized paths located within its respective portion of a Phase of the Project.

All open space and common facilities contained in any Phase shall be completed, and approved by the City, prior to Developer transferring ownership of that Phase to an Association.

Associations. The Associations shall have the authority to establish and levy assessments for the purpose of performing the Associations' maintenance obligations with respect to the Improvements which constitute common elements located within each Phase and for other proper purposes of the Association(s). The Associations' assessment rights and the owners' assessment and maintenance obligations will be fully set forth in one (1) or more master deeds (each, a "Master Deed") and/or declarations of restrictions (each, a "Declaration of Restrictions"), as applicable. The Master Deeds and/or Declarations of Restrictions shall be subject to review and approval by the City attorney whose approval shall not be unreasonably withheld, delayed or conditioned prior to recording. The Master

Deeds and/or Declarations of Restrictions shall contain specific provisions obligating Developer and all future owners and developers of the applicable portions of the Property to maintain and preserve all the Improvements, subject to the right to assign such maintenance and preservation obligations to the applicable Association.

7.3 Recording of Master Deed/Restrictions. Prior to the commencement of the development of an applicable portion of a Phase, Developer shall provide the City one or more proposed Master Deeds or Declarations of Restrictions (which also may apply to sub-associations), as applicable to such development, subject to review and approval of the City Attorney as provided in Section 7.2 above. Once recorded, Developer shall provide a copy to the City.

ARTICLE VIII

CITY'S RIGHTS AND OBLIGATIONS

8.1 <u>Permits and Authorizations</u>. The City shall timely grant to Developer and its contractors and subcontractors all City permits and authorizations necessary to bring and/or construct all utilities necessary to service the Property and to otherwise develop and improve the Property in accordance with the Final PUD Site Plan, provided Developer has first made all requisite filings and submissions for permits, complied with the requirements for said permits or authorizations submittals, and paid all required fees. Any applications for permits or authorizations from the City will be timely processed in the customary manner. The City shall cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and/or discussions are consistent with the Preliminary PUD Site Plan, Final PUD Site Plan, and this Agreement.

ARTICLE IX

INSURANCE

- 9.1 Developer, or its subcontractors, shall not commence work on the Project until Developer has obtained the insurance required under this Section 9.1, whether such operations be by the contractor or by a subcontractor or by anyone directly or indirectly employed by any of them and provided a certificate of insurance of the same to the City. All coverage shall be with insurance companies licensed and admitted and doing business in the State of Michigan. All coverage shall be with insurance carriers acceptable to the City.
 - (a) <u>Workers' Compensation Insurance</u>: Each Developer shall procure and maintain during such times that work is being completed within the portion of the Property that it owns, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
 - (b) <u>Commercial General Liability Insurance</u>: Each Developer shall procure and maintain during such times that work is being completed within the portion of the Property that it owns, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$2,000,000 per occurrence and/or

- aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage.
- (c) Motor Vehicle Liability: Each Developer shall procure and maintain during such times that work is being completed within the portion of the Property that it owns, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$2,000,000 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles used on the portion of the Property that it owns and all hired vehicles.
- (d) Additional Insured: Commercial General Liability Insurance, as described above, shall include an endorsement stating that the following shall be Additional Insureds: City of Northville and its authorized representatives who undertake activities on the portion of the Property that such Developer owns. The City Engineer and City Planner shall also be endorsed by name as Additional Insured regarding General Liability when providing site inspection services for the development.

Each Developer shall provide a copy of its certificate of insurance each year upon renewal within ten (10) days thereafter. If any of the above coverage changes during each year of the term of this Agreement, Developer shall deliver new certificates to the City of Northville at least ten (10) days after the change date.

ARTICLE X

REIMBURSABLE COSTS

- 10.1 Except as to the payment of any sums of money under specific timeframes provided above in this Agreement, the City shall be reimbursed for the following costs, payable within thirty (30) days of receipt of an invoice from the City. However, in no event shall HP, Perennial or any other Developer under this Agreement be required to reimburse the City for any costs that were incurred by the City more than one hundred twenty (120) days prior to the date of such party's receipt of such invoice from the City:
 - (a) HP or the Developer of the applicable portion of the Property as to such applicable portion of the Property only, as to all reasonable legal, planning, engineering, and other consultant fees actually incurred in connection with the review and approval of the Project PUD, site plans and engineering plans, the preparation of this Agreement and any other agreements, including the Declaration of Restrictions or Master Deed and Bylaws, required for the development of the Project, and the Intergovernmental Agreement or other agreements or work related to the Brownfield Plan. HP will also be responsible for all costs incurred by the City in the bidding and contracting required to utilize the ARPA grant funds for the Daylighting Project; provided that such costs may be reimbursed with grant funds to the extent permitted under the applicable grant agreement.

- (b) HP, as to an amount up to but not to exceed Twenty Thousand Dollars (\$20,000.00) of the reasonable legal, planning, engineering, and other consultant fees actually incurred by the DDA in connection with the expansion of the Boundary of the DDA, including, but not limited to, all costs related to the review and/or drafting of the Interlocal Agreement, revised DDA financing agreement and other agreements necessary to expand the DDA Boundary, and to negotiate and enter into and modify the DDA financing plan. The remainder of any fees in excess of such Twenty Thousand Dollars (\$20,000.00) will be the responsibility of the City.
- (c) HP or the Developer of the applicable portion of the Property as to such applicable portion of the Property only, as to all reasonable legal, planning, engineering, and other consultant fees, along with applicable permit fees, building fees, and fees for site and utility inspections, which may be actually incurred throughout the construction of the Project as a result of any required inspections or actions taken to ensure compliance with the Development Documents.
- (d) HP or the Developer of the applicable portion of the Property as to such applicable portion of the Property only, as to all costs associated with the submission to the City and consideration of all plans and documents associated with the applicable portion of the Project, including, but not limited to, site plans, landscaping plans, engineering plans, as-built plans, permits, as well as building, site, utility, road, storm water, and landscape inspections, etc., other than for costs, the payment of which customarily is made by a municipality with the proceeds of building permit and inspection fees. Further, HP or the Developer of the applicable portion of the Property as to such applicable portion of the Property only, shall be responsible for all costs related to the review and approval of any other agreements associated with the applicable portion of the Project, including, but not limited to, Declaration of Restrictions, Association documents, and applications and documents related to the Daylighting of the Rouge River and the creation of River Park, and the creation of Central Park.

ARTICLE XI

ENFORCEMENT AND REMEDIES

11.1 In the event there is a failure to timely perform any obligation or undertaking required by this Agreement by an applicable Developer, the City shall serve written notice upon such defaulting Developer only and no other Developer setting forth such deficiency and a demand that the deficiency be cured within sixty (60) days following the notice (with the exception of a deficiency reasonably determined by the City to constitute an impending and immediate danger to the health, safety, and welfare of the public), in which case, such defaulting Developer shall commence to cure such deficiency as soon as reasonably possible under the circumstances following receipt of such notice. If the deficiency set forth in the notice is not cured within said sixty (60) day period, and the deficiency relates to items which can be cured by the City, the City may enter upon the portion of the Property that is owned by such defaulting Developer to cure the deficiency, and assess the cost of such cure, including any related administrative expense and attorney fees, to such

defaulting Developer. However, the City will not enter upon the portion of the Property that is owned by such defaulting Developer to cure the deficiency or take any action to cure the deficiency and such sixty (60) day period shall be extended if, within the sixty (60) day period following the defaulting Developer's receipt of the City's notice, the defaulting Developer is diligently pursuing a cure of such deficiency, and thereafter diligently pursues completion of the required work. In the event the City enters upon the portion of the Property that is owned by such defaulting Developer to cure the deficiency, subject to in accordance with the terms of this Section 11.1, the City may add to the actual cost to cure a sum equal to twenty-five percent (25%) of the costs actually incurred by the City in completing the same to cover the administrative costs of performing such work. The City may require the payments of the actual known amounts prior to the commencement of work. In any event, all costs shall be due and payable upon receipt by the defaulting Developer of a written invoice for the same from the City with appropriate supporting documentation. Any costs not paid within sixty (60) days following the delivery of the invoice shall bear interest at the rate of one and one-half percent (1 1/2%) per month until paid. The payment obligation under this Section 11.1 shall be secured by a lien against the applicable Phase of the Property that is owned by the defaulting Developer, which lien shall be deemed effective as of the date of the initial written notice of deficiency provided to such defaulting Developer, or in emergency circumstances, the date at which time the City incurred its first cost or expense in taking corrective action. Such security shall be realized by placing a billing which has been unpaid by the defaulting Developer for more than sixty (60) days on the delinquent tax rolls of the City relative to the portion of the Property that is owned by the defaulting Developer only and no other portion of the Property, to accumulate interest and penalties, and to be deemed and collected, as and in the same manner as made and provided for collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the defaulting Developer, and in such event, the defaulting Developer shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit if the City prevails in collecting funds.

If the deficiency claimed by the City relates to a matter that cannot be cured through repair or maintenance by the City (e.g., failure to maintain insurance, failure to provide Performance Guarantee, etc.), the notice shall set forth the deficiency and the date, time and place for a hearing before the City Council for the purpose of allowing the defaulting Developer an opportunity to be heard as to the reasons for the deficiency, and what actions will be taken to correct the deficiency. At any such hearing, the time for curing and the hearing itself may be extended and/or continued to a date certain. If, following the hearing described above, the City Council determines that the obligation has not been fulfilled or has not been corrected within the time specified in the notice, or if an emergency situation exists as determined by the City in its discretion, the City shall have the power and authority, but not the obligation, to take any or all of the following actions, in addition to any actions authorized under this Agreement, City ordinances or state law:

(a) Initiate legal action for the enforcement of any of the provisions set forth in the Agreement. In the event the City prevails on any request for relief as a result of litigation as determined by a final unappealable order of a court of competent

- jurisdiction, the defaulting Developer shall pay all court costs and reasonable attorneys' fees incurred by the City in connection with such legal action.
- (b) The City may, for any portion of the Project with respect to which the deficiency continues, issue a stop work order, deny issuance of any building permit or certificate of occupancy, and may suspend further inspections pending a cure of any such deficiencies.

The rights and remedies accorded the City and Developer pursuant to this Agreement, the ordinances of the City and/or applicable law are cumulative and may be exercised in any order, without precluding the right of the City or Developer to exercise any other right or remedy at a later time, unless limited by this Agreement.

A default by any one Developer on a particular Phase under this Agreement shall not constitute or be deemed to be a default by any other Developer under this Agreement on a different Phase, and any default by any one Developer under this Agreement shall in no effect, impair, inhibit, hinder or interfere with the rights of any of the other Developers to develop any other Phase of the Project that is owned or then being developed by a non-defaulting Developer. The obligations of each Developer under this Agreement including, but not limited to, the obligations of each such Developer with respect to the Phase of the Project that it is developing, are separate, distinct, and independent of the obligations of any other Developer on a different Phase under this Agreement. Each Phase of the Project stands on its own and is separate and independent of all of the other Phases of the Project.

ARTICLE XII

LIMITED APPEAL RIGHTS AND DEVELOPER ACKNOWLEDGMENT

Subject to the provisions of this Section 12.1, a Developer may seek declaratory or other 12.1 relief including, but not limited to, specific performance of the City's obligations under this Agreement from the Wayne County Circuit Court in the event of a dispute regarding this Agreement. No such request for relief shall relieve Developer from any term, condition, or provision of this Agreement, except to the extent performance is dependent upon resolution of the issue that is the subject of such Court action. circumstances can any request for declaratory or other relief in connection with this Agreement provide for an award of damages. In the event Court action is taken, the nonprevailing party, as determined by a final unappealable order of a court of competent jurisdiction, shall pay all court costs and reasonable attorneys' fees incurred by the prevailing party in connection with such legal action. No elected official, director, officer, agent, consultant, contractor, or employee of the City shall be charged personally or held contractually liable by or to the other parties under any term or provision of this Agreement or because of any breach thereof, or because of its or their execution, approval, or attempted execution of this Agreement. No direct or indirect director, direct or indirect officer, direct or indirect manager, direct or indirect member, direct or indirect shareholder, affiliate, agent, representative, consultant, contractor, or employee of any Developer shall be charged personally or held contractually liable by or to the other parties under any term or provision of this Agreement or because of any breach thereof, or because of its or their

execution, approval, or attempted execution of this Agreement. By execution of this Agreement, Developer agrees that the conditions contained herein are fair, reasonable, and equitable requirements and conditions; agrees that this Agreement does not constitute a taking of property for any purpose or a violation of any constitutional rights; and agrees to be bound by each and every provision of this Agreement. Furthermore, it is agreed that the Improvements and undertakings described herein are necessary and roughly proportional to the burden imposed, and are necessary in order to ensure that public services and facilities will be capable of accommodating the Project, and the increased service and facility loads caused by the Project; to protect the natural environment and conserve natural resources; to ensure compatibility with adjacent uses of land; to promote use of the Property in a socially and economically desirable manner; and to achieve other legitimate objectives authorized by law. It is further agreed and acknowledged that all the Improvements, both on-site and off-site, are clearly related to the burdens to be created by the Project, and all such Improvements are clearly and substantially related to the City's legitimate interests in protecting the public health, safety, and welfare.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- 13.1 Good Faith; Requirement to Act Reasonably. The parties and their respective successors and assigns shall treat each other in good faith and shall not take any action which is contrary to or interferes with this Agreement or omit any action which is necessary or consistent with the requirements of this Agreement. In addition, the parties and their respective successors and assigns shall act reasonably in the performance of any obligation required under this Agreement and shall be reimbursed if required herein for reasonable fees for any work performed by any of the parties, its consultants, or attorneys.
- 13.2 <u>Modification and Amendment</u>. Except as provided in Section 13.6 below, this Agreement may only be modified, replaced, amended, or terminated (except to the extent a party to this Agreement has a right to terminate this Agreement pursuant to the terms of this Agreement) by written agreement of each of the parties to this Agreement and their respective successors and assigns, as applicable, except for NDCC whose consent, approval and execution of such written agreement or instrument shall in no event be required.
- 13.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to principles of conflicts of law. Each party to this Agreement agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action brought against it arising out of this Agreement.
- 13.4 <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. In order to expedite the execution of this Agreement, facsimile or electronically imaged signatures (including via DocuSign or similar electronic signature

technology) may be used in place of original signatures on this Agreement. The parties to this Agreement intend to be bound by the signatures on the facsimile or electronically imaged document (including via DocuSign or similar electronic signature technology), are aware that the other parties will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

- Successors and Assigns. The terms, provisions and conditions of this Agreement are and shall be deemed to be of benefit to the Property and shall run with and bind the Property and shall bind and inure to the benefit of the successors and assigns of the parties to this Agreement to the extent applicable to the portion of the Property owned by such person. Developer shall record, at its sole cost, a fully executed copy of this Agreement in the Wayne County, Michigan Register of Deeds and provide a recorded copy to the City. Each successor or assign of a party to this Agreement, with respect to the portion of the Property so assigned, shall be considered the "Developer" hereunder with respect to its portion of the Project and Property. However, no such assignment shall serve to alter the obligations of Developer for the financial obligations described in this Agreement.
- 13.6 <u>Authority</u>. This Agreement has been duly authorized by all necessary action of Developer and the City, through the approval of the City Council at a meeting in accordance with the laws of the State of Michigan, and the ordinances of the City. By the execution of this Agreement, the parties each warrant that they have the authority to execute this Agreement and bind the Property and its entirety to its terms and conditions.
- 13.7 <u>Agreement Jointly Drafted</u>. This Agreement represents the product of joint efforts and mutual understanding of the parties and should be construed accordingly. Each party had the opportunity to have this Agreement reviewed by legal counsel.
- 13.8 **Partial Invalidity**. Invalidation of any of the provisions contained in this Agreement or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.
- 13.9 **No Partnership.** None of the terms or provisions of this Agreement shall be deemed to create a partnership or joint venture between Developer and the City.
- 13.10 <u>Survival of Terms</u>. Any easement and license rights conveyed in this Agreement along with easement and license rights and Sections 10.1, 11.1, 12.1 and 13.1 will survive the expiration or termination of this Agreement.:
- 13.11 <u>Incorporation of Documents</u>. The recitals contained in this Agreement, the introductory paragraph, and all exhibits attached to this Agreement and referred to herein shall for all purposes be deemed to be incorporated in this Agreement by this reference and made a part of this Agreement.
- 13.12 <u>Integration Clause</u>. This Agreement is intended as the complete integration of all understandings between the parties related to the subject matter herein except as set forth in the Brownfield Plan, the Agreement Concerning PA 210 Commercial Rehabilitation Agreement, and any other agreements and documents referred to herein. No prior or

contemporaneous addition, deletion or other amendment shall have any force or effect whatsoever, unless referenced in this Agreement.

- 13.13 Force Majeure. Except for any obligation to pay any sums of money under the provisions hereof, the parties shall be excused from performing any obligation or undertaking provided in this Agreement if and for so long as the performance of such obligation is prevented, delayed or hindered by act of God, acts of public or national enemy, natural disaster, war, acts of terrorism, invasion, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, inability to procure required approvals or permits from any governmental authorities which are necessary and/or are required to construct the improvements and develop the Project not resulting from the acts of the party seeking excuse from performance, condemnation, acts or orders of governmental authorities, pandemics, epidemics, quarantine restrictions, or strikes, lockouts or actions of labor unions or any other cause not within the reasonable control of such party (collectively, "Force Majeure"). In such event, the time for performing the applicable obligation by any parties to this Agreement shall be extended by a period of time equal to the duration of such Force Majeure delay.
- 13.14 Notice. Any notices or other communications required or permitted under this Agreement shall be deemed properly delivered and received when delivered to the person or persons specified below if: (i) sent by a reputable commercial overnight courier for delivery on the next business day, on the first business day after deposit with such reputable commercial overnight courier service, all charges prepaid, if sent for and guaranteeing next business day delivery; (ii) sent by registered or certified mail, return receipt requested, postage prepaid; or (iii) sent via e-mail, upon the date of transmission. However, if sent by e-mail, a copy of such notice shall be sent by reputable commercial overnight courier, all charges prepaid, or registered or certified mail, return receipt requested, postage prepaid:

If to HP:	Hunter Pasteur Northville LLC c/o Hunter Pasteur Homes LLC 32300 Northwestern Highway, Suite 230 Farmington Hills, Michigan 48332 Attn: Randall Wertheimer Email: randy@hunterpasteurhomes.com
With a copy to:	Honigman LP 39400 Woodward Avenue, Suite 101 Bloomfield Hills, Michigan 48304 Attn: David J. Jacob, Esq. Email: djacob@honigman.com
If to NDCC:	Northville Driving Club Corporation 301 S. Center Street Northville, Michigan 48167 Attn: Email:

If to Perennial: Perennial Northville LLC

c/o Hunter Pasteur Homes LLC

32300 Northwestern Highway, Suite 230 Farmington Hills, Michigan 48332

Attn: Randall Wertheimer

Email: randy@hunterpasteurhomes.com

- and -

c/o Soave Northville L.L.C.

3400 East Lafayette Detroit, Michigan 48207 Attn: Nico Schultz

Email: Nico.Schultz@soave.com

With a copy to: Soave Northville L.L.C.

3400 East Lafayette Detroit, Michigan 48207 Attn: Derek Adolf

Email: derek.adolf@soave.com

With a copy to: Honigman LP

39400 Woodward Avenue, Suite 101 Bloomfield Hills, Michigan 48304

Attn: David J. Jacob, Esq. Email: djacob@honigman.com

If to Toll: Toll Northeast V Corp.

1140 Virginia Drive

Fort Washington, Pennsylvania 19034

Attn: Christopher Gaffney, Regional President

Email: cgaffney@tollbrothers.com

-and-

Attn: Jeff Calcagni, Legal Department Email: jcalcagni@tollbrothers.com

If to City: City of Northville

215 West Main Street Northville, Michigan 48167

Attn: City Manager

Email: glahanas@ci.northville.mi.us

or such other address as shall be furnished in writing by any party to the other party and any such notice or communication shall be deemed to have been given as of the date so personally delivered or mailed.

[SIGNATURE PAGES FOLLOW]

The parties hereto have executed this Planned Development Agreement as of the year and date set forth above.

"HP" HUNTER PASTEUR NORTHVILLE LLC, a Michigan limited liability company By: Randall P. Wertheimer Its: Manager STATE OF MICHIGAN) ss COUNTY OF OAKLAND The foregoing document was acknowledged before me by Randall P. Wertheimer, the Manager of Hunter Pasteur Northville LLC, a Michigan limited liability company, on behalf of such limited liability company, on the _____ day of _______, 2023. Notary Public County, Michigan Acting in Oakland County, Michigan My Commission Expires: (Signatures continued on following page)

	"NDCC"		
	CORPO	VILLE DRIVING CLU RATION, an corporation	В
	By:		
	Its:		
STATE OF MICHIGAN) ss COUNTY OF OAKLAND) The foregoing document was of Northvill behalf of such limited liability compared	e Driving Club	Corporation, a Michigan	n corporation, on
		ublic County, Michigan Oakland County, Michig mission Expires:	
(Signature	s continued on t	following page)	

"PERENNIAL" PERENNIAL NORTHVILLE LLC, a Michigan limited liability company By: _____ Its: Authorized Representative -and-By: Its: Authorized Representative STATE OF MICHIGAN COUNTY OF The foregoing document was acknowledged before me by Authorized Representative of Perennial Northville LLC, a Michigan limited liability company, on behalf of such limited liability company, on the _____ day of ______, 2023. Notary Public County, Michigan
Acting in County, Michigan
My Commission Expires:

(Signatures continued on following page)

STATE OF MICHIGAN	
) ss
COUNTY OF	
The foregoing docu	ment was acknowledged before me by, the
Authorized Representative	of Perennial Northville LLC, a Michigan limited liability company, or
behalf of such limited liabil	ity company, on the day of , 2023.
	Notary Public
	County, Michigan
	Acting in County, Michigan
	My Commission Expires:
	•

(Signatures continued on following page)

	"TOLL"
	TOLL NORTHEAST V CORP.,
	a Delaware corporation
	By:
	Its:
STATE OF) ss COUNTY OF)	
The foregoing document was acl	knowledged before me by, the ast V Corp., a Delaware corporation, on behalf of such
corporation liability company, on the	day of, 2023.
	Notary Public County.
	County, Acting in County, My Commission Expires:
(Signatures c	continued on following page)

"CITY" CITY OF NORTHVILLE, a Michigan municipal corporation By: ___ Brian Turnbull Mayor Its: By: Michael Smith Clerk Its: STATE OF MICHIGAN) ss COUNTY OF WAYNE The foregoing document was acknowledged before me by Brian Turnbull, Mayor, and Michael Smith, Clerk, on behalf of the City of Northville, on the ____ day of _____, 2023. Notary Public County, Michigan Acting in Wayne County, Michigan My Commission Expires:

CITY OF NORTHVILLE

COUNTY OF WAYNE, MICHIGAN

RESOLUTION ESTABLISHING THE DOWNS COMMERCIAL REHABILITATION DISTRICT

viinutes of a Meeting of the City Council of the City of Northville, County of Wayne,
Michigan, held in the City Hall of said City on,, ato'clock P.M.
Prevailing Eastern Time.
PRESENT: Councilmembers
ABSENT: Councilmembers
The following preamble and Resolution were offered by Councilmember
WHEREAS ; pursuant to PA 210 of 2005, the City of Northville has the authority to establish "Commercial Rehabilitation Districts" within the City at the request of a commercial business enterprise, or "on its own initiative," by resolution of the City Council; and
WHEREAS; the City of Northville and Hunter Pasteur Northville, LLC ("Hunter Pasteur") have entered into a "Planned Development Agreement," dated, for redevelopment of certain real property consisting of
approximately 48.12 acres of land, formerly at or near the location of the Northville Downs Racetrack, near Seven Mile Road and S. Center Street, extending to E. Cady Street to the north and River Street to the east, in the City of Northville, Wayne County, Michigan.

WHEREAS; Developer proposed to develop the Property as a mixed-use development that is intended to be a residentially-oriented community of mixed density and housing options, including approximately 18,580 square feet of commercial space, which includes a new mixed-use apartment and commercial building, (the "Project");

WHEREAS; As part of the Planned Development Agreement, the City and Hunter Pasteur have agreed that Hunter Pasteur is permitted to request the establishment of a Commercial Rehabilitation District for the new mixed-use apartment and commercial building (together, the "Commercial Property"). The Commercial Property affected is located as set forth below, with tax parcel tax parcel 48-004-01-0198-000; and

WHEREAS; Hunter Pasteur has created a separate legal entity to own and operate the Commercial Property, known as Perennial Northville LLC, a Michigan limited liability company; and

WHEREAS; In accordance with the Planned Development Agreement, Perennial Northville LLC, has filed a formal request for the establishment of a Commercial Rehabilitation District ("the District") in writing to the City Clerk for the Commercial Property.

WHEREAS; the City Council of the City of Northville determined that the proposed District meets the requirements set forth in sections 2(b) and 3 of PA 210 of 2005; and

WHEREAS; written notice has been given by certified mail to Wayne County and all owners of real property located within the District, and to the public by newspaper advertisement and/or public posting of the hearing on the establishment of the proposed District; and

WHEREAS; on ______, a public hearing was held and all residents and taxpayers of the City of Northville were afforded an opportunity to be heard thereon; and

WHEREAS; the City Council of the City of Northville deems it to be in the public interest of the City to establish the Commercial Rehabilitation District as proposed, provided that the property proposed to be included in the District will be used for a Qualified Facility in the form of a mixed-use apartment and commercial building meeting the criteria in Public Act 210 of 2005, as amended by Public Act Nos. 81 and 82 of 2011 and also in accordance with the Planned Development Agreement for The," dated _______, as amended, to ensure development of the Property as contemplated by the City; and

WHEREAS; Construction, acquisition, alteration, or installation of the proposed development had not commenced at the time of filing the request to establish, and/or the City's determination to consider establishing, this District

NOW THEREFORE, IT IS THEREFORE RESOLVED: by the City Council of the City of Northville that the following described parcel(s) of land situated in the City of Northville, Wayne County, and State of Michigan, to wit:

Legal Description

Land situated in the City of Northville, County of Wayne, State of Michigan, more particularly described as follows:

PART OF LOT 72, ALL OF LOTS 73-78, PART OF LOT 79, ALL OF LOTS 80-81, AND PART OF LOT 82 OF "ASSESSOR'S NORTHVILLE PLAT NO. 1", AS RECORDED IN LIBER 66 OF PLATS, PAGE 45, WAYNE COUNTY RECORDS; ALSO PART OF LOT 174, PART OF LOT 175, AND ALL OF LOTS 176-181, AND PART OF LOT 182 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2", AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, ALSO ALL THAT PART OF VACATED CHURCH STREET AND VACATED BEAL AVENUE AS VACATED PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; ALL OF THE

AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N84"53' 43"E 461.17 FEET ALONG THE SOUTH LINE OF CADY STREET (50 FEET WIDE) TO THE NORTHWEST CORNER OF LOT 176 OF SAID "ASSESSOR'S NORTHILLE PLAT NO. 2" FOR A POINT OF BEGINNING; THENCE

ALONG THE SOUTH LINE OF SAID CADY STREET THE FOLLOWING THREE (3) COURSES; N84"53' 43"E 395.79 FEET, 2) N79"20'27"E 42.12 FEET, AND 3) N85"47'04"E 218.30 FEET; THENCE ALONG THE WESTERLY LINE OF GRISWOLD STREET (VARIABLE WIDTH) THE FOLLOWING FIVE (5) COURSES; 1) S02"52'19"E 193.33 FEET, 2) S86"05'20"W 3.01 FEET, 3) S04"23'26"E 133.89 FEET, 4) N85"43'59"E 15.98 FEET, AND S04"24'37"E 129.36 FEET; THENCE N84"12'51 "W 100.00 FEET ALONG THE NORTH LINE OF BEAL AVENUE (50 FEET WIDE); THENCE S05"47'09"W 50.00 FEET ALONG THE EASTERLY LINE OF THAT PORTION OF VACATED BEAL AVENUE PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; THENCE N84"12'51 "W 148.08 FEET ALONG THE SOUTH OF SAID VACATED BEAL AVENUE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 182; THENCE ALONG THE LINE COMMON TO LOT 182 AND LOT 183 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2", THE FOLLOWING FOUR (4) COURSES: 1) N84"12'51 "W 6.33 FEET, 2) S05"46' 41 "E 88.79 FEET, 3) \$75"43'26"W 415.32 FEET, AND 4) \$84"20'44"W 287.46 FEET; THENCE \$83"39'59"W 162.56 FEET; THENCE NO5"12'42"W 312.43 FEET ALONG THE EAST LINE OF CENTER STREET (60 FEET WIDE); THENCE N84"59'05"E 130.92 FEET ALONG THE SOUTH LINE OF LOT 164 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N04"02'34"W 179.19 FEET ALONG THE WEST LINE OF SAID LOT 174; THENCE N84"20'38"E 267.95 FEET; THENCE N05"49'57"W 0.31 FEET; THENCE N84"48' 43"E 60.00 FEET ALONG THE NORTH LINE OF THE SOUTH 150 FEET OF SAID LOT 175; THENCE; THENCE NO5"49'57"W 123.80 FEET TO THE POINT OF BEGINNING, CONTAINING 12.61 ACRES OF LAND, MORE OR LESS.

provisions of PA 210 of 2005 to District and to be utilized in acco	a Commercial Rehabilitation District pursuant to the be known as the Downs Commercial Rehabilitation ordance with the Planned Development Agreement," amended to ensure development of the Property as
contemplated by the City.	amended to ensure development of the froperty as
AYES:	
NAYS:	
RESOLUTION DECLARED ADOPTED).
	MICHAEL SMITH, City Clerk

CERTIFICATION

I hereby certify that the foregoing is a true and complet	e copy of a resolution adopted
by the City Council of the City of Northville, County of	Wayne, and State of Michigan,
at a regular meeting held this day of	, 2023, and that public
notice of said meeting was given pursuant to and in fu	ll compliance with Act No. 267,
Public Acts of Michigan, 1976, and that the minutes of	said meeting have been kept
and made available to the public as required by said Ad	ct.
Michael:	Smith, City Clerk
City of No	orthville

AGREEMENT CONCERNING ACT 210 COMMERCIAL REHABILITATION ABATEMENT

(THE DOWNS REDEVELOPMENT)

The City of Northville ("City"), located at 215 W. Main, Northville, MI 48167, and Perennial Northville LLC, a Michigan limited liability company ("Company"), located at 32300 Northwestern Highway, Suite 230, Farmington Hills, MI 48334 (the "Parties"), agree as follows:

Recitals

- A. After due notice and deliberation and taking into consideration the statements received by the City Council at a hearing held on September 18, 2023, the City Council adopted a Resolution creating a Commercial Rehabilitation District ("the District") pursuant to Act 210 of the Public Acts of 2005, as amended ("Act 210"), for the property described on the legal description attached and made a part of this Agreement (the "Property"), located in the vicinity of 301 S. Center, Northville, Michigan, identified as tax parcel 48-004-01-0198-000.
- B. The Company submitted an application ("Application") for issuance of a Commercial Rehabilitation Exemption Certificate ("Certificate") for the Property, as provided for in Act 210. The Application was formally received by the City on or about January 4, 2023. The Application is incorporated as part of this Agreement by reference.
- C. The Company represented in its application that it will construct a new mixed-use apartment and commercial building (the "Commercial Property") development as depicted in the Final PUD Site Plan to be approved by the City of Northville Planning Commission, on the Property (the "Building Investment") and that (1) the Property is Commercial Property as defined in Act 210, and (2) the mixed-use apartment and commercial building is a Qualified Facility as defined in Act 210.
- D. The City and the Company desire to enter into this Agreement for the purpose of setting forth the terms and conditions under which the Certificate shall be approved and issued by the State Tax Commission for the Property proposed to be exempt from *ad valorem* real property taxes.

NOW THERFORE, in consideration of the foregoing, the Parties now enter into this Agreement.

Terms and Conditions

1. Subject to and in accordance with the Recitals set forth above, on September 18, 2023, the City Council adopted a Resolution approving the Company's Application for an abatement of real property taxes related to the Building Investment under Act 210 (the "Resolution") for a period ending ten (10) tax years after the expected completion of the Building Investment (expiration date of December 30, 2036). A copy of the Resolution is attached

and is incorporated into this Agreement. At the end of the certificate period the Property shall be subject to full *ad valorem* taxation. There is no contemplation by the Parties that the Certificate term will be extended.

- 2. In consideration of the abatement of real property taxes, for the 2024 through 2036 tax years (the "Abatement Period"), the Company represents and warrants that it will build and maintain the Building Investment for the entire Abatement Period, subject to the assignment provisions below. The Company further agrees as follows with respect to the Building Investment:
 - a. That the Building Investment shall be in accordance with and at all times in material compliance with the Final PUD Site Plan as well as the Planned Development Agreement approved by the City Council on September 18, 2023, subject to any amendments to the Planned Development Agreement approved by the City Council and the Company (collectively, the "Planned Development Agreement"), and with all other applicable City ordinance requirements.
 - b. That the construction of the Building Investment will be and remain of such quality or greater and as proposed and depicted in the Final PUD Site Plan when approved.
 - c. The property taxes for the Building Investment will be timely paid and that there will be no outstanding fines or liens by the Company with regard to the property at issue during the Abatement Period not subject to appeal (subject to a reasonable notice and cure period).
 - d. That the use of the Building Investment will not change during the Abatement Period.

Collectively, the representations (a) – (d) shall be referred to as the "Undertakings."

At the end of each calendar year from December 31, 2026 through December 31, 2036, the City shall evaluate the Building Investment to determine whether the Company has materially defaulted on any obligations under Act 210 or under this Agreement, including any of the Undertakings set forth in Paragraph 2 above. If such a material default occurs and continues beyond any applicable cure period, the City may seek remedies in a court of law. The City waives its rights to revoke the Certificate by resolution as otherwise permitted in Section 12 of Act 210 for the reason that the City has other rights and remedies under the Planned Development Agreement and this Agreement.

- 3. Any all modifications or amendments to this Agreement must be made in writing and approved by the City Council and the Company.
- 4. The covenants and provisions set forth herein shall bind the successors and assigns of the parties. This Agreement is assignable and transferable by either party, and the rights of the Company under the Certificate shall be assignable by the Company to a new owner or

lessee of some or all of the Building Investment, provided that such assignment and transfer by the Company shall be subject to the approval of the City, which shall not be unreasonably withheld or conditioned upon payment of any sum.

- 5. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Michigan.
- 6. The Agreement constitutes the entire understanding of the Parties regarding the abatement of real property taxes in the District and supersedes any other prior writings, agreements, contracts, or understandings between the City and the Company regarding the abatement of real property taxes in the District.
- 7. The Parties acknowledge that each of them has consulted with attorneys and counselors regarding this Agreement and that the City and the Company have equally participated in the drafting of this Agreement. The Company acknowledges that the terms, conditions, requirements, and obligations of the Certificate and this Agreement are lawful and are reasonable in consideration for the benefits the Company has determined that it will achieve by issuance of the Certificate, and the Company agrees that it shall not be permitted to claim that the City is not authorized by law and/or equity to enforce any provision of this Agreement.
- 8. The Parties each represent that the undersigned individuals are authorized to execute this Agreement on behalf of the City and the Company.
- 9. In the event that any portion or provision of this Agreement is deemed to be unlawful or unenforceable, the unlawful or unenforceable provision shall be stricken and the remaining portions and provisions shall be fully enforced.
- 10. This Agreement shall become effective upon issuance by the Michigan State Tax Commission of a Certificate to the Company with respect to the Property and shall be null and void and of no force and effect whatsoever if no Certificate is issued by the Michigan State Tax Commission. A duly executed copy of this Agreement shall be filed with the Michigan Department of Treasury. If not otherwise terminated, this Agreement shall expire on January 1, 2037.
- 11. The Company affirmatively states that it would not proceed with the construction of the Building Investment if this abatement were not granted. The Parties have executed this Agreement as of the date of the last signature below (the "Effective Date").

The parties hereto have executed this Agreement Regarding Act 210 Commercial Rehabilitation Abatement.

	PERENNIAL NORTHVILLE LLC, a Michigan limited liability company
	By:Randall P. Wertheimer Its: Authorized Representative
STATE OF MICHIGAN) ss	
COUNTY OF OAKLAND)	
0 0	was acknowledged before me on Randall P. Wertheimer, the Authorized
Representative of Perennial Northville LI	LC.
	Notary Public County, Michigan
	Acting in Oakland County, Michigan My Commission Expires:

CITY OF NORTHVILLE, a Michigan municipal corporation

	By:	
	, <u> </u>	Brian Turnbull
	Its:	Mayor
	By:	
		Michael Smith
	Its:	Clerk
STATE OF MICHIGAN) ss		
COUNTY OF WAYNE)		
2 2	•	ged before me by Brian Turnbull, Mayor, and ity of Northville, on the day of
	Nota	ry Public
		County, Michigan
	Actir	ng in Wayne County, Michigan
	My C	Commission Expires:

Exhibit A

Legal Description

Land situated in the City of Northville, County of Wayne, State of Michigan, more particularly described as follows:

PART OF LOT 72, ALL OF LOTS 73-78, PART OF LOT 79, ALL OF LOTS 80-81, AND PART OF LOT 82 OF "ASSESSOR'S NORTHVILLE PLAT NO. 1", AS RECORDED IN LIBER 66 OF PLATS, PAGE 45, WAYNE COUNTY RECORDS; ALSO PART OF LOT 174, PART OF LOT 175, AND ALL OF LOTS 176-181, AND PART OF LOT 182 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2", AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, ALSO ALL THAT PART OF VACATED CHURCH STREET AND VACATED BEAL AVENUE AS VACATED PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; ALL OF THE AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N84"53' 43"E 461.17 FEET ALONG THE SOUTH LINE OF CADY STREET (50 FEET WIDE) TO THE NORTHWEST CORNER OF LOT 176 OF SAID "ASSESSOR'S NORTHILLE PLAT NO. 2" FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID CADY STREET THE FOLLOWING THREE (3) COURSES; N84"53' 43"E 395.79 FEET, 2) N79"20'27"E 42.12 FEET, AND 3) N85"47'04"E 218.30 FEET; THENCE ALONG THE WESTERLY LINE OF GRISWOLD STREET (VARIABLE WIDTH) THE FOLLOWING FIVE (5) COURSES; 1) S02"52'19"E 193.33 FEET, 2) \$86"05'20"W 3.01 FEET, 3) \$04"23'26"E 133.89 FEET, 4) N85"43'59"E 15.98 FEET, AND S04"24'37"E 129.36 FEET; THENCE N84"12'51 "W 100.00 FEET ALONG THE NORTH LINE OF BEAL AVENUE (50 FEET WIDE); THENCE S05"47'09"W 50.00 FEET ALONG THE EASTERLY LINE OF THAT PORTION OF VACATED BEAL AVENUE PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; THENCE N84"12'51"W 148.08 FEET ALONG THE SOUTH OF SAID VACATED BEAL AVENUE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 182: THENCE ALONG THE LINE COMMON TO LOT 182 AND LOT 183 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2", THE FOLLOWING FOUR (4) COURSES: 1) N84"12'51 "W 6.33 FEET, 2) S05"46' 41"E 88.79 FEET, 3) S75"43'26"W 415.32 FEET, AND 4) S84"20'44"W 287.46 FEET; THENCE S83"39'59"W 162.56 FEET; THENCE N05"12'42"W 312.43 FEET ALONG THE EAST LINE OF CENTER STREET (60 FEET WIDE); THENCE N84"59'05"E 130.92 FEET ALONG THE SOUTH LINE OF LOT 164 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N04"02'34"W 179.19 FEET ALONG THE WEST LINE OF SAID LOT 174; THENCE N84"20'38"E 267.95 FEET; THENCE N05"49'57"W 0.31 FEET; THENCE N84"48' 43"E 60.00 FEET ALONG THE NORTH LINE OF THE SOUTH 150 FEET OF SAID LOT 175: THENCE: THENCE N05"49'57"W 123.80 FEET TO THE POINT OF BEGINNING. CONTAINING 12.61 ACRES OF LAND, MORE OR LESS.

Exhibit B

Resolution

CITY OF NORTHVILLE

COUNTY OF WAYNE, MICHIGAN

RESOLUTION APPROVING APPLICATION OF PERENNIAL NORTHVILLE LLC FOR COMMERCIAL REHABILITATION EXEMPTION CERTIFICATE FOR A MIXED-USE APARTMENT AND COMMERCIAL BUILDING (THE DOWNS)

Minutes of a Meeting of the City Council of the City of Northville, County of Wayne,

Michig	an, held in th	e City Hall ir	n said Ci	ty on Septembo	er 18, 20)23, at 7:0	0 p.m.
PRESE	NT:						
ABSEN	T:						
The	following	preamble	and	Resolution	were	e offere	ed by
			and	supported	by (Council	Member

WHEREAS; the City of Northville and Hunter Pasteur Northville, LLC ("Hunter Pasteur") intend to enter into a "Planned Development Agreement" for redevelopment of certain real property consisting of approximately 48.12 acres of land, at or near the location of the Northville Downs Racetrack, near Seven Mile Road and S. Center Street, extending to E. Cady Street to the north and River Street to the east, in the City of Northville, Wayne County, Michigan.

WHEREAS; Hunter Pasteur proposed to develop the Property as a mixeduse development that is intended to be a residentially-oriented community of mixed density and housing options, including approximately 18,580 square feet of commercial space, which includes a new mixed-use apartment and commercial building (the "Commercial Development"); and WHEREAS, as part of the Planned Development Agreement, the City and Hunter Pasteur have agreed that Hunter Pasteur or its affiliate is permitted to request the establishment of a Commercial Rehabilitation District for the new mixed-use apartment and commercial building (the "Commercial Property"). The Commercial Property affected is located as set forth below, identified as tax parcel tax parcel 48-004-01-0198-000; and

WHEREAS; Hunter Pasteur has created a separate legal entity to own and operate the Commercial Development, known as Perennial Northville LLC, a Michigan limited liability company; and

WHEREAS, after a duly-noticed public hearing held on September 18, 2023, the City Council of the City of Northville by resolution established a Commercial Rehabilitation District, as requested by the Perennial Northville LLC ("Applicant"), to be known as the Downs Commercial Rehabilitation District; and

WHEREAS, Applicant filed an application for a Commercial Rehabilitation Exemption Certificate with respect to the mixed-use apartment and commercial building to be completed within the newly-established District, which such property is Commercial Property as defined in Section 2(a) of Public Act 210 of 2005, as amended ("P.A. 210"); and

WHEREAS, before acting on said application, the City Council held a hearing on September 18, 2023, at the City Hall, at 7:00 p.m., at which hearing the Applicant, the Assessor, and a representative of the affected taxing units, and the general public, after having been given written notice, were afforded an opportunity to be heard on said application; and

WHEREAS, rehabilitation or other work on the project had not yet commenced as of September 18, 2023; and

WHEREAS, the City Council of the City of Northville finds that completion of the project is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to increase commercial activity; create employment, retain employment, and/or prevent a loss of employment; and further finds that the facility will be an economic benefit to the City, if and to the extent the Property is developed in accordance with the PUD Plan and Planned Development Agreement; and

WHEREAS, the Applicant has stated in writing that the rehabilitation of the Property would not be undertaken without the Applicant's receipt of the exemption certificate; and

WHEREAS, the Applicant is not delinquent in the payment of any taxes related to the Property; and

WHEREAS, the Applicant has provided answers to all required questions under the application instructions to the City of Northville; and

WHEREAS, the aggregate taxable value of the property proposed to be exempt, when considered together with the aggregate taxable value of property exempt under certificates previously granted and currently in force under P.A. 210 or Public Act 198 of 1974 will not exceed 5% of the total taxable value of the City; and

WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the Property at commencement of the rehabilitation

as provided by Section 2(j) of P.A. 210, inasmuch as the rehabilitation is in fact new buildings and development in place of obsolete buildings; and

WHEREAS, the City Council requires that the rehabilitation of the Property shall be completed in accordance the terms and conditions of the PUD Plan and Planned Development Agreement approved by the City Council on September 18, 2023, unless such PUD Plan and Planned Development Agreement are amended by the City Council; and

WHEREAS, the City Council of the City of Northville finds that approving the Certificate, considered together with the aggregate amount of certificates previously granted and currently in force under P.A. 210, or Public Act No. 198 of 1974, will not have the effect of substantially impeding the operation of the City of Northville, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the City of Northville; and

WHEREAS, the City Council of the City of Northville makes these findings and approves the issuance of the exemption certificate only if Applicant agrees to and does enter into a certain agreement with the City entitled "Agreement Concerning Act 210 Commercial Rehabilitation Tax Abatement," attached hereto and made a part hereof, and further states that the failure of Applicant to sign the Agreement, then this Resolution and the City's approval will be null and void and of no further effect.

NOW, THEREFORE, BE IT RESOLVED that the application of Perennial Northville LLC for a Commercial Rehabilitation Exemption Certificate with respect to a qualified facility to be constructed on the following described parcel of real property situated within the Downs Commercial Rehabilitation District to wit:

Legal Description

Land situated in the City of Northville, County of Wayne, State of Michigan, more particularly described as follows:

PART OF LOT 72, ALL OF LOTS 73-78, PART OF LOT 79, ALL OF LOTS 80-81, AND PART OF LOT 82 OF "ASSESSOR'S NORTHVILLE PLAT NO. 1", AS RECORDED IN LIBER 66 OF PLATS, PAGE 45, WAYNE COUNTY RECORDS; ALSO PART OF LOT 174, PART OF LOT 175, AND ALL OF LOTS 176-181, AND PART OF LOT 182 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2", AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS, ALSO ALL THAT PART OF VACATED CHURCH STREET AND VACATED BEAL AVENUE AS VACATED PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; ALL OF THE AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N84"53' 43"E 461.17 FEET ALONG THE SOUTH LINE OF CADY STREET (50 FEET WIDE) TO THE NORTHWEST CORNER OF LOT 176 OF SAID "ASSESSOR'S NORTHILLE PLAT NO. 2" FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID CADY STREET THE FOLLOWING THREE (3) COURSES; N84"53' 43"E 395.79 FEET, 2) N79"20'27"E 42.12 FEET, AND 3) N85"47'04"E 218.30 FEET; THENCE ALONG THE WESTERLY LINE OF GRISWOLD STREET (VARIABLE WIDTH) THE FOLLOWING FIVE (5) COURSES; 1) S02"52'19"E 193.33 FEET, 2) S86"05'20"W 3.01 FEET, 3) S04"23'26"E 133.89 FEET, 4) N85"43'59"E 15.98 FEET, AND S04"24'37"E 129.36 FEET; THENCE N84"12'51 "W 100.00 FEET ALONG THE NORTH LINE OF BEAL AVENUE (50 FEET WIDE); THENCE S05"47'09"W 50.00 FEET ALONG THE EASTERLY LINE OF THAT PORTION OF VACATED BEAL AVENUE PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; THENCE N84"12'51 "W 148.08 FEET ALONG THE SOUTH OF SAID VACATED BEAL AVENUE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 182; THENCE ALONG THE LINE COMMON TO LOT 182 AND LOT 183 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2", THE FOLLOWING FOUR (4) COURSES: 1) N84"12'51 "W 6.33 FEET, 2) S05"46' 41 "E 88.79 FEET, 3) S75"43'26"W 415.32 FEET, AND 4) S84"20'44"W 287.46 FEET; THENCE S83"39'59"W 162.56 FEET; THENCE N05"12'42"W 312.43 FEET ALONG THE EAST LINE OF CENTER STREET (60 FEET WIDE); THENCE N84"59'05"E 130.92 FEET ALONG THE SOUTH LINE OF LOT 164 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE N04"02'34"W 179.19 FEET ALONG THE WEST LINE OF SAID LOT 174; THENCE N84"20'38"E 267.95 FEET; THENCE N05"49'57"W 0.31 FEET; THENCE N84"48' 43"E 60.00 FEET ALONG THE NORTH LINE OF THE SOUTH 150 FEET OF SAID LOT 175: THENCE: THENCE N05"49'57"W 123.80 FEET TO THE POINT OF BEGINNING, CONTAINING 12.61 ACRES OF LAND, MORE OR LESS.

be and the same is hereby approved subject to the terms and conditions and Recitations hereof.

NOW THEREFORE BE IT FURTHER RESOLVED that subject to and in accordance with the Recitations set forth above the Commercial Redevelopment Exemption Certificate when issued shall be and remain in force and effect for a period ending at the completion of 10 tax years after the December 31, 2026 expected date of completion of construction of the qualified facility, for the tax

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years 2023 through and including 2036, subject to the terms and conditions of the Agreement Concerning Act 210 Commercial Rehabilitation Abatement between Perennial Northville LLC and the City of Northville. *There is no expectation that the exemption will be extended beyond this stated period of time*. The City acknowledges that the expected completion date for the qualified facility is currently December 31, 2026.

NOW THEREFORE BE IT FURTHER RESOLVED that this Resolution is subject to and conditioned upon Perennial Northville LLC:

- (1) entering into the Planned Development Agreement within ten (10) days after approval of the Final PUD Site Plan by the City of Northville Planning Commission; and
- (2) executing the Agreement Concerning Act 210 Commercial Rehabilitation Abatement, and in the event that the Agreement is not signed, then this Resolution and the City's approval will be null and void and of no further effect.

NOW THEREFORE BE IT FURTHER RESOLVED that this Resolution and the related Agreement Concerning Act 210 Commercial Rehabilitation Abatement are both *subject to*:

(1) any right of the County of Wayne under P.A. 210 to reject the establishment of the Downs Commercial Rehabilitation District by the City within 28 days of the date of the receipt by the County of Wayne of the Council resolution establishing the Downs Commercial Rehabilitation District. If the County rejects the establishment of the Downs Commercial Rehabilitation District,

then this Resolution granting the Exemption Certificate, and the agreement, shall become null and void and of no force and effect; and

(2) issuance of the Exemption Certificate by the State Tax Commission as provided for in P.A. 210.

AYES:		
NAYS:		

RESOLUTION DECLARED ADOPTED.

MICHAEL SMITH, CITY CLERK

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Northville, County of Wayne, and State of Michigan, at a regular meeting held this 18th day of September, 2023, and that public notice of said meeting was given pursuant to and in full compliance with Act No. 267, Public Acts of Michigan, 1976, and that the minutes of said meeting have been kept and made available to the public as required by said Act.

MICHAEL SMITH, CITY CLERK

BROWNFIELD PLAN FOR:

The Downs Redevelopment, Northville, Michigan

The City of Northville Brownfield Redevelopment Authority

c/o City of Northville 215 W. Main St. Northville, Michigan 48167

Prepared with the assistance of: SME

Approved by the City of Northville Brownfield Redevelopment Authority on December 21, 2022 Approved by the City of Northville City Council on September _____, 2023

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APPENDIX A

TABLE 1 - SUMMARY OF ELIGIBLE ACTIVITIES AND COSTS

APPENDIX B

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APPENDIX C

SITE MAPS AND LEGAL DESCRIPTIONS DESCRIBED IN SECTION III(G) OF THIS PLAN

APPENDIX D

PROJECT CONCEPTUAL DRAWINGS

APPENDIX E

SUPPLEMENTAL MATERIAL

PROJECT SUMMARY

Project Name: The Downs

Estimated Investment: ~\$250 Million

Project Location: Parcels of property located south of E. Cady St., west of River St., east and west

of S. Center St., and north of Seven Mile Rd., containing approximately 48 acres

of land.

Property Eligibility: Facility and adjacent or contiguous

Eligible Activities: Beyond capturing tax increment revenues for the State Revolving Fund and

Brownfield Redevelopment Authority Administrative and Operating fees, this plan

contains the following eligible activities:

Department Specific Activities - Baseline environmental assessment (BEA)

activities, Environmental Response Activities;

Non-Environmental Activities – Demolition/Hazardous Materials Activities and

Infrastructure Improvements,

15% Contingency, Brownfield and Act 381 Work Plan Preparation and

Implementation, and Interest

Est. Eligible Costs: Department Specific – \$4,759,684

Non-Environmental – \$8,047,442 (\$10,547,442 - \$2,500,000 grant = \$8,047,442)

Contingency - \$2,282,494

Brownfield and Work Plan Preparation and Implementation - \$60,000

Interest - \$2,638,241 **Total - \$17,787,861**

Capture Period:

Total projected capture period – Developer reimbursement, six years (after initial LBRF deposits): total including LBRF, nine years (estimated)

Project Summary:

The Downs development is a mixed-use development proposed for the 48-acre property (Property) which is currently the site of the Northville Downs racetrack or adjacent property in Downtown Northville.

Northville Downs is an economically obsolete harness racing complex. In addition to the raceway, it is largely covered by impervious pavements, gravel parking areas, barns, and other support buildings.

There are several historical environmental issues with the Property. From the 1940s through the early 1970s, the eastern side of the site was gradually filled. The source of the fill material was not documented. In the late 1960s, a portion of the Rouge River which runs from north to south along the eastern side of the site was routed through a concrete box culvert and buried. Northville Downs is also the location of a past leaking underground storage tank release.

The eligible activities included in this plan include environmental assessment, environmental remediation, asbestos/hazardous materials assessment and abatement, demolition of the raceway complex, daylighting of the buried portion of the Rouge River, and restoration of the river and adjacent land through construction of a new public park.

Tax increment revenue to reimburse the cost of eligible activities will be created by The Downs development. The project has been designed to provide a full range of residential housing options, mixed-use residential/commercial spaces, flex space and approximately 13 acres of natural and green spaces which will include two first-class parks to be donated to the City for public use. The northerly portion of the current plan includes 178 for-rent apartments, 42 for-sale condominiums – which will include ~18,580 square feet of commercial retail space between the apartment and condominium both buildings – and including 2,084 square feet of flex-space in the 31row houses. The southerly portion of the current plan includes 129 townhomes, 38 single-family detached homes, and 28 carriage homes.

The development team will construct the project in phases, with construction on residential and mixed-use space commencing in 2024, with anticipated completion of the site in 2027. Commencement of the River Park development is planned for 2024.

I. INTRODUCTION

A. PLAN PURPOSE

The City of Northville Brownfield Redevelopment Authority (Authority; NBRA) has been duly established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCL 125.2651 et. seq., as amended (Act 381). The purpose of this Brownfield Plan (the Plan), to be implemented by the NBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as The Downs development (the "Development") in Northville, Michigan (the "Property"), in a Brownfield Plan.

The Authority proposes to implement this Plan to promote economic development and brownfield redevelopment within the City. The capture and use of tax increment revenues (TIR) generated by redevelopment are necessary to support needed eligible activities and to create enhanced public benefit from the project. This Plan allows the Authority to capture TIR generated by redevelopment of the Property and funds received pursuant to a proposed inter-local agreement with the City of Northville Downtown Development Authority ("DDA") for the following purposes: reimbursement of the development entity, as defined by the reimbursement agreement, for the costs of eligible activities identified in the Plan (see Section III); funding of the State Revolving Fund (SRF); funding of the local site revolving fund (LSRF) and funding of Authority annual administrative expenses.

B. PROPERTY DESCRIPTION

Historically, the Property has consisted of 24 parcels totaling approximately 48.12 acres located south of E. Cady St., west of River St., and north of Seven Mile Rd. Parcel identification numbers, addresses, and each parcel's method(s) of qualification are shown in the table below. Ten of these parcels, generally located north of Beal Street, were recently combined; in the table below, this unified parcel is referred to as "Parcel A". Two other clusters of parcels (one cluster consisting of two parcels and one cluster consisting of three parcels) located west of South Center Street will also be combined before Plan adoption. These are referred to below as "Parcel B" and "Parcel C".

	Historical		
Parcel ID	Parcel ID	Address	Eligibility
48004010183000		301 S Center St	Facility
48004010197003		301 S Center St	Facility
48004010187000		318 River St	Facility
48004010194002		301 S Center St	Adjacent or Contiguous to Facility
48004010184000		301 S Center St	Facility
48004010186000		301 S Center St	Adjacent or Contiguous to Facility
48004010185000		301 S Center St	Facility
48004010182002		301 S Center St	Adjacent or Contiguous to Facility
	48004010182001	301 S Center St	
	48004020072002	301 S Center	
	48004010181000	301 S Center	
Parcel A	48004010178000	301 S Center	
48004010198000	48004010177001	301 S Center	Facility
48004010138000	48004010176000	E Cady St Vacant	racility
	48004010175002	E Cady St Vacant	
	48004010174002	301 S Center	
	48004020073000	341 Beal	
	48004010177002	301 S Center	
48004010172302	48004010172302	118 E Cady St	Adjacent or Contiguous to Facility
Parcel B	48003030219000	S Center St Vacant	Adjacent or Contiguous to Facility
(Parcel ID TBD)	48003030220000	301 S Center	Adjacent of Contiguous to Facility
Parcel C	48003030226001	301 S Center	
(Parcel ID TBD)	48003030223000	105 Fairbrook St	Adjacent or Contiguous to Facility
(Tarcerio Too)	48003030224000	109 Fairbrook St	

C. BASIS OF ELIGIBILITY

The Property is considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized for commercial and residential purposes; (b) it is located within the City of Northville, which is not a Qualified Local Governmental Unit (Core Community) under Act 381; and (c) the Property parcels have been determined to be facilities or are adjacent or contiguous to a facility parcel (see Section I.B).

Six Property parcels are facilities: four parcels located at 301 S. Center St. (Parcel IDs 48004010183000, 48004010197003, 48004010184000, and 48004010185000), one parcel located at 318 River St. (48004010187000), and Parcel A.

McDowell & Associates (McDowell) completed a Phase II Environmental Site Assessment (ESA) on Parcel A on June 5, 2018. McDowell detected zinc in soil in one location at a concentration exceeding Michigan Department of Environment, Great Lakes, and Energy (EGLE) Generic Residential Cleanup Criteria (GRCC), demonstrating that the site is a facility.

McDowell completed a Phase II ESA on the two 301 S. Center St. parcels (Parcel IDs 48004010184000 and 48004010183000) on August 20, 2018. McDowell drilled 19 environmental soil borings and collected 12 soil samples and 15 groundwater samples. McDowell detected volatile organic compounds (VOCs)

and polynuclear aromatics (PNAs) in soil and groundwater in several locations at concentrations exceeding EGLE GRCC, demonstrating that the parcels are facilities.

SME completed a limited subsurface investigation on three 301 S. Center St. parcels (Parcel IDs 48004010197003, 48004010184000, and 48004010185000) and 318 River Street (48004010187000) in July 2022. SME drilled eight soil borings and collected 16 soil samples and two groundwater samples. SME detected metals in soil and groundwater exceeding EGLE GRCC, determining that the parcels are facilities.

All other included parcels are adjacent or contiguous to one of the parcels which is a facility. Refer to Figure 2, which depicts the other Property parcels as adjacent or contiguous to at least one of the above-referenced facility parcels. Refer to Appendix E for exceedance maps depicting a summary of soil and groundwater assessment results.

D. PROJECT DESCRIPTION

THE PROPERTY

The approximately 48-acre Property is located south of E. Cady St., west of River St., and north of Seven Mile Rd. in downtown Northville, Michigan. The Northville Downs harness racing track occupies the southern portion of the Property. Its main building adjoins the northern side of the track. Barns and other miscellaneous support buildings for the track complex are located east and south of the track. The remainder of the Property contains asphalt and gravel parking lots and landscaped areas. The Property is bounded by mixed-use development to the north; single-family residential and mixed-use development to the east; undeveloped land to the south; and single-family residential and mixed-use development to the west.

THE REDEVELOPMENT

The Downs is a ~\$250 million mixed-use project, which includes significant investments in public infrastructure. Retail/office and apartments will be concentrated on the northern side of the site; the southern portion of the Property will be developed with a variety of owner-occupied homes. The project has been designed to provide a full range of residential housing options, mixed-use residential/commercial spaces, flex space and approximately 16 acres of natural and green spaces which will include multiple first-class parks to be donated to the City for public use. The northerly portion of the current plan includes 178 for-rent apartments, 42 for-sale condominiums – which will include ~18,500 square feet of commercial retail space between the apartment and condominium both buildings – as well as 31 row houses. The southerly portion of the current plan includes 129 townhomes, 38 single-family homes, and 28 carriage homes. The Downs project will also build three public parks: the ~1.5-acre Central Park south of Cady between Hutton and Church Streets; the ~10.44-acre River Park on the development's east side, and the ~1.25 acre Gateway Park at Seven Mile Road and Cady Street. Variations of the housing types and numbers may be made without amendment of this plan but subject to any other applicable agreement(s).

The development team will construct the project in phases, with construction on residential and mixeduse space commencing in 2024, with anticipated completion of the project estimated for 2027. Commencement of the River Park development is planned for 2024.

BROWNFIELD CONDITIONS

The current Northville Downs is an economically obsolete horse racing complex although the property is not considered "eligible property" on the basis of functional obsolescence. In addition to the raceway, it is largely covered by impervious pavements, gravel parking areas, barns, and other support buildings. Redevelopment is hindered by asbestos abatement and demolition costs.

Northville Downs is also the location of a past leaking underground storage tank (UST) release. Redevelopment includes UST removal and remediation.

Large volumes of undocumented fill material were imported to the Property from the 1940s through the 1970s. Soil contamination has been encountered in the fill material, and the fill is not suitable for construction. Also, a portion of the Rouge River which runs from north to south along the eastern side of the site was routed through a concrete box culvert and buried in the late 1960s. The river will be daylighted and restored, along with its surrounding ecosystem, as part of the development.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND INTER-LOCAL REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The Developer will be reimbursed for the costs of eligible activities necessary to address brownfield conditions and prepare the Property for redevelopment. The costs of eligible activities included in and authorized by this Plan will be reimbursed with incremental local tax revenues and incremental state school operating tax revenues generated from the Property after redevelopment and captured by the NBRA, subject to any limitations and conditions described in this Plan, approvals of EGLE and the Michigan Strategic Fund (MSF), as appropriate, for school operating tax capture, and the terms of both a Reimbursement Agreement between Developer and the Authority (the "Reimbursement Agreement") and an anticipated inter-local agreement among the Authority, the DDA and the Developer (the "ILA" or "Inter-Local Agreement"). A portion of the Property is located within the DDA.

If available, this Plan will capture all new personal property taxes generated by this project.

The estimated total cost of eligible Department Specific Activities eligible for reimbursement from tax increment revenues under this Plan is \$4,759,684, exclusive of contingency, interest, and brownfield plan/Act 381 Work Plan preparation and implementation costs. The estimated total cost of eligible Non-Environmental Activities eligible for reimbursement from tax increment revenues under this Plan is \$10,547,442, exclusive of contingency, interest, and brownfield plan/Act 381 Work Plan preparation and implementation costs. It is anticipated that approximately \$2,500,000 of these costs will be paid or reimbursed by grant funds and as a result not under the Reimbursement Agreement. Excluding the grant funded costs, the maximum amount of eligible activity costs, including contingency, interest, and brownfield plan/Act 381 Work Plan preparation and implementation costs, are \$17,787,860. The eligible activities are summarized in Table 1 (Appendix A). The costs of individually identified activities eligible for reimbursement are estimated and may increase or decrease, depending on the nature and extent of unknown conditions encountered during redevelopment, but not greater than \$17,787,860.

The eligible activities include infrastructure improvements. The City of Northville is not a Core Community. Pursuant to Act 381, infrastructure improvements are eligible activities for eligible properties that are not located in Core Communities but that are owned by or under the control of a land bank fast track authority. The portion of the Property including the River Park will be owned by or under the control of the Wayne County Land Bank Authority within the meaning of Act 381 before and while infrastructure improvements occur.

No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 (MCL 125.2652). As long as the total estimated eligible costs described in this Plan (including interest) are not exceeded, line-item eligible activities, tasks, and costs within each respective eligible activity

category, including interest, may be adjusted without Plan amendment after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381. Eligible activities conducted prior to Brownfield Plan approval will be reimbursed to the extent allowed by Act 381.

Pursuant to Act 381, the Authority may capture incremental local taxes to fund its administrative operations as defined in the Act and may contribute to its LBRF with tax increment revenues in excess of the amount needed to reimburse Developer for the costs of eligible activities. As available, the Authority will capture an amount equal to not greater than 5% of the total tax increment revenues for administrative and operating purposes, to be defined further in the Reimbursement Agreement. The Authority will receive these funds from local revenue, to be used for the purposes set forth in Section 12b(7) of the Act, but not more than the amount permitted by Section 13b(7). In addition, as further described in Subsection L, the Authority may capture available tax increment revenue for deposit into the LBRF.

Fifty percent (50%) of the available incremental state education tax will be captured for deposit into the State Revolving Fund pursuant to Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The 2023 taxable value of the Property, which is estimated to be \$7,897,034, is the initial taxable value for this Plan. This value was obtained from the City of Northville's Online Property and Land Search. The anticipated taxable value at completion of construction of all phases of the project is \$120,279,588, which is expected to be attained in calendar year 2027 (for tax year 2028); however, the actual taxable value in each year of this Plan will be determined by the City Assessor in accordance with Act 381.

Estimated taxable values, tax increment revenues to be captured, receipts under the proposed ILA to be applied under this Plan, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Table 2 and Table 3 (Appendix B). The annual increase in taxable value of the Property is assumed to be 2% for purposes of this Plan. The annual incremental taxable value and captured tax increment revenue will be determined by the actual assessed taxable value of the Property and millage rates established by the relevant taxing jurisdictions.

The NBRA will capture 100% of the available incremental local and school operating tax revenues generated from the Property (including from taxable personal property) to reimburse Developer for the costs of eligible activities and other permitted uses of funds under this Plan through the 2029 tax year, 90% of the available incremental local and school operating tax revenues generated from the Property from 2030 and 2031 tax year revenues, and 75% of the available incremental local and school operating tax revenues generated from the Property from 2032 and 2033 tax year revenues. Reimbursement using incremental school operating tax revenues is further limited to those eligible activities and costs approved by EGLE and MSF or that are otherwise eligible under Act 381. In addition, all revenues received by the NBRA under the ILA will be applied as described in Section III(A) above.

It is the intent of this Plan to provide for the proportional capture of all eligible incremental taxes in whatever amounts and in whatever years they become available until the eligible activity reimbursement and other payments are made to the Developer and other payments and deposits described in this Plan are complete or through and including revenues received with respect to the 2033 tax year are received, whichever is sooner. It is estimated that all the developer's eligible costs will be reimbursed within nine years (and within four tax years after completion of the project). The first cumulative \$300,000 of tax increment revenue captured under the Plan will be deposited in the LBRF. After all permitted payments to the Developer, NBRA and SRF, are complete, an additional \$700,000 of tax increment revenue will be deposited into the LBRF. Capture of incremental taxes in the amount of \$570,705 for administrative and operating costs and \$1,706,654 to fund the State Revolving Fund are projected, as shown in Table 3. If EGLE and/or MSF elects not to approve the use of school taxes for all eligible activities in the Plan, those eligible activity costs will be fully reimbursed with local-only tax increment revenue and receipts under the ILA.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

Developer is responsible for financing the costs of eligible activities included in this Plan. Neither the NBRA nor the City of Northville will advance any funds to finance the eligible activities. All Plan financing commitments and activities and the cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement and the ILA. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the NBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided under the Reimbursement Agreement and the ILA.

Reimbursements under the Reimbursement Agreement and the ILA shall not exceed the cumulative eligible costs limit described in this Plan, unless the Plan is amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the earlier of the following: 1) the date of reimbursement and payment of all eligible costs, cumulatively not to exceed \$17,787,861 and payment of a total of \$1,000,000 into the LBRF, 2) the maximum duration provided for in Act 381 (MCLA 125.2663(22)), or 3) as described in Section III(B) above. The proposed date for beginning tax capture is calendar year 2024.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Except as may be limited pursuant to Section III(E) above, available incremental local and school operating tax revenues generated by the project will be captured by the NBRA and payments received under the ILA until all incurred eligible activity costs and NBRA administrative expenses are reimbursed, to the extent described in this Plan. Assuming approval by EGLE and MSF of the use of school taxes to the fullest extent permitted by Act 381, tax increment revenues available for capture by the NBRA for these activities will be split between local and state sources, with approximately 84.9% being reimbursed with local tax revenues (including those paid pursuant to the ILA) and approximately 15.1% being reimbursed with school operating tax revenues (including those paid pursuant to the ILA), based on the millage rates set forth in Table 3.

The projected impact of the NBRA incremental tax capture on local taxing jurisdictions is presented in Table 2 and Table 3 (Appendix B).

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property consists of approximately 48.12 acres of land. A topographic Property Location Map and scaled Eligible Property Map and legal descriptions for the Property are included in Appendix C. Incremental revenue generated by personal property is not anticipated to be a significant source of tax increment revenue; but to the extent available, will be captured and also transferred pursuant to the ILA for reimbursement and payment of eligible activities.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

Other than one lessee occupying the log cabin on the Property, no occupied residences are involved in the redevelopment and no other persons are believed to reside on the Property.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

The Developer will advise all current residents of the eligible property that relocation assistance is available in connection with the proposed redevelopment of the Property and expected relocation or demolition of the structure they currently occupy.

J. PROVISIONS FOR RELOCATION COSTS

Provision will be made for the costs of relocating persons displaced by implementation of this plan in accordance with Secs. 13(1)(k) and 13(1)(l) of Act 381.

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

Compliance with Michigan's Relocation Assistance Law will be addressed through the provisions referenced in Subsection J above.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority will establish a Local Brownfield Remediation Revolving Fund (LBRF) in accordance with Act 381. Funds deposited into the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Brownfield Plan or eligible activities subsequently approved, solely for funding from the LBRF, by administrative action of the Authority to be conducted on the eligible property described in this Brownfield Plan.

The Authority plans to capture the first \$300,000 of tax increment revenue under this Plan to deposit into its LBRF. This is projected to occur over the first four years of the Plan. In addition, the Authority plans to capture \$700,000 but no additional funds after Developer reimbursement is complete to deposit into its LBRF.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

None

APPENDIX ASUMMARY OF ELIGIBLE ACTIVITIES AND COSTS



	ELIGIBLE ACTIVITIES						TIE SO	OURCES	
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	State		ocal
BEA Activities		0.500			A 40 500				
Environmental Due Diligence	Phase I ESA Phase II ESA	\$ 3,500 \$ 40,000	ea.	1	\$ 10,500 \$ 40,000	62,500	\$ 9,255	\$	53,245
	BEA Report	\$ 4,000	ea.	3	\$ 12,000				
Environmental Response Activities				BEA Ac	tivities Subtotal: \$	62,500	\$ 9,255	\$	53,245
Due Care Response Activity Planning and Coordination	Design engineering and remediation plans for response activities.	\$ 20,000	ea.	1	\$ 20,000 \$	20,000	\$ 2,962	\$	17,038
	Soil gas assessments	\$ 75,000	ea.	1	\$ 75,000	405.000			
Due Care Investigations	Nature/extent of soil contamination for management of excess soil generated during construction River Fill Nature/Extent of Contamination	\$ 30,000 \$ 30,000	ea.	1	\$ 30,000	135,000	\$ 19,991	\$ 	115,009
	Plan for Due Care Compliance - Construction	\$ 3,000	ea.	1	\$ 3,000				
Documentation and Plans ⁽¹⁾	Plan for Due Care Compliance - Future Use	\$ 5,000	ea.	1	\$ 5,000	28,000	\$ 4,146	\$	23,854
	Documentation of Due Care Compliance after construction	\$ 15,000 \$ 5,000	ea.	1	\$ 15,000 \$ 5,000			l	
Site Security Fence	Site Specific Health and Safety Plan Install temporary perimeter fence for security and third-party protection, install warning signs	\$ 5,000	l.f.	5,000	\$ 120,000 \$	120,000	\$ 17,770	\$	102,230
•	UST Removal	\$ 3,000	ea.	3	\$ 9,000				
	UST Contents disposal	\$ 40	ton	20	\$ 800			l	
Removal of Abandoned USTs and Remediation of Soil Source Contamination	Soil disposal characterization Excavation of contaminated soil	\$ 500 \$ 12	ton	1,000	\$ 2,500 \$ 12,000	99,300	\$ 14,704	\$	84,596
	Transport and dispose contaminated soil at a licensed Type II landfill.	\$ 40	ton	1,000	\$ 40,000			l	
	Acquire/place backfill to construction grade	\$ 35	ton	1,000	\$ 35,000				
	Concrete demolition to permit soil remediation	\$ 679,304	ea.	1	\$ 679,304			1	
	Contaminated Soil and Debris Removal	\$ 207,090 \$ 202,650	ea.	1	\$ 207,090 \$ 202,650			l	
	Disposal of Contaminated Soils at Type II Landfill Environmental Portion of Dewatering (50% Estimate)	\$ 205,099	ea.	1	\$ 205,099			l	
	Soil testing	\$ 82,836	ea.	1	\$ 82,836			l	
	Bank stabilization to Prevent Exacerbation	\$ 1,501,403	ea.	1	\$ 1,501,403			l	
	Consulting and engineering associated with environmental response (50%)	\$ 159,250	ea.	1	\$ 159,250				
Response Activities Associated with River Park	Mobilization associated with environmental response (50%)	\$ 10,355 \$ 36,241	ea.	1	\$ 10,355 \$ 36,241	4,194,309	\$ 621,090	s	3,573,218
Response Activities Associated with River Park	Silt fence Temporary fence	\$ 36,241	ea.	1	\$ 15,532	4,194,309	\$ 621,090		3,373,210
	Relocate sanitary pipe currently in river to remediate soils	\$ 62,127	ea.	1	\$ 62,127				
	Staking associated with eligible activities (50%)	\$ 31,064	ea.	1	\$ 31,064			l	
	Wetland and Environmental Consulting (50%)	\$ 464,660	ea.	1	\$ 464,660			l	
	Habitat Mitigation in Wetlands (50%)	\$ 186,381 \$ 182,000	ea.	1	\$ 186,381 \$ 182,000			l	
	Wetland Design and Cleanup Construction management associated with eligible activities (50%)	\$ 182,000 \$ 155,318	ea.	1	\$ 182,000 \$ 155,318			l	
	Legal (50%)	\$ 13,000	ea.	1	\$ 13,000			l	
	Environmental project coordination and management	\$ 402,300	ea.	5%	\$ 20,115	20,115	\$ 2,979	\$	17,136
Other Environmental Response Activities	Site Construction Management - planning, design, administrative, and management	\$ 402,300	ea.	10%	\$ 40,230 \$	40,230	\$ 5,957	\$	34,273
	General Conditions Associated with Environmental - contractor's mobilization, demobilization, temp facility, temp access, erosion control, etc.	\$ 402,300	ea.	10%	\$ 40,230 \$	40,230	\$ 5,957	\$	34,273
			Environ	nental Response A	ctivities Subtotal	4,697,184	\$ 695,556	\$	4,001,627
Non-Environmental Demolition and Hazardous Materials Activities Hazardous Materials Abatement	HazMat Abatement of existing structures	\$ 549,775	ea.	1	\$ 549,775	549,775	\$ 81,410	s	468,365
	Remove and dispose existing buildings, pavement/asphalt/slabs, and associated utilities	\$ 1,282,375	ea.	1	\$ 1,282,375		\$ 189,893		1,092,482
Demolish Existing Structures	Backfill and Compaction to Balance Site After Demolition	\$ 789,981	ea.	1	\$ 789,981	789,981	\$ 116,980		673,001
Infrastructure Improvements	Non-	-Environmental Demolit	ion and Haza	ardous Materials A	ctivities Subtotal:	2,622,131	\$ 388,283	\$	2,233,848
and details in proteins.	Build New River (Earthwork)	\$ 828,360	ea.	1	\$ 828,360				
	Dewatering	\$ 205,099	ea.	1	\$ 205,099			l	
	Consulting and engineering (50%)	\$ 159,250	ea.	1	\$ 159,250			l	
Non-Environmental River Daylighting	Mobilization (50%) Staking associated with eligible activities (50%)	\$ 10,355 \$ 31,064	ea.	1	\$ 10,355 \$ 31,064	1,867,105	\$ 276,480	\$	1,590,625
	Wetland and Environmental Consulting (50%)	\$ 464,660	ea.	1	\$ 464,660			l	
	Construction management associated with eligible activities (50%)	\$ 155,318	ea.	1	\$ 155,318			l	
	Legal (50%)	\$ 13,000	ea.	1	\$ 13,000			<u> </u>	
Management of Department of State of St	Rental of frac tank for on-site storage	\$ 300 \$ 500	day	90	\$ 27,000 \$ 2,500	279,500	. 44.000		000 440
Management of Dewatering Effluent	Disposal characterization Dispose nonhaz waterat a licensed disposal facility.	\$ 500 \$ 0.50	ea. gal	500,000	\$ 2,500 \$ \$ 250,000	279,500	\$ 41,388	3	238,112
	Disposal characterization		ea.	5	\$ 2,500				
Trackout and Dust Control		\$ 500			Φ 2,500			1	
	Dust suppression	\$ 500	day	90	\$ 27,000 \$	30,100	\$ 4,457	\$	25,643
	Dust suppression Nonhazardous contaminated soil disposal - street sweeping	\$ 300 \$ 30	day	90 20	\$ 27,000 \$ \$ 600	30,100	\$ 4,457	\$	25,643
Project Field Monitoring and Management	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork	\$ 300 \$ 30 \$ 1,500	day ton day	90 20 90	\$ 27,000 \$ \$ 600 \$ 135,000	30,100	\$ 4,457 \$ 26,654		25,643 153,346
Project Field Monitoring and Management	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management	\$ 300 \$ 30 \$ 1,500 \$ 45,000	ton day ea.	90 20 90 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000				
Project Field Monitoring and Management	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork	\$ 300 \$ 30 \$ 1,500	day ton day	90 20 90	\$ 27,000 \$ \$ 600 \$ 135,000				
Project Field Monitoring and Management	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees	\$ 300 \$ 30 \$ 1,500 \$ 45,000 \$ 182,000	day ton day ea.	90 20 90 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ 182,000				
Project Field Monitoring and Management	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%)	\$ 300 \$ 30 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381	day ton day ea. ea. ea. ea. ea.	90 20 90 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381				
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall	\$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900	ton day ea. ea. ea. ea. ea. ea.	90 20 90 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900	180,000	\$ 26,654	\$	153,346
Project Field Monitoring and Management Construction of Public Park: Construction Activities after Daylighting	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%)	\$ 300 \$ 30 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381	day ton day ea. ea. ea. ea. ea.	90 20 90 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381		\$ 26,654	\$	
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge	\$ 300 \$ 30 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900	day ton day ea. ea. ea. ea. ea. ea. ea.	90 20 90 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900	180,000	\$ 26,654	\$	153,346
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks	\$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900 \$ 297,950 \$ 298,683	ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683	180,000	\$ 26,654	\$	153,346
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage	\$ 300 \$ 1,500 \$ 15,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 229,950 \$ 208,683 \$ 88,500	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 183,000 \$ 184,000 \$ 184,000 \$ 184,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500	180,000	\$ 26,654	\$	153,346
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks	\$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900 \$ 297,950 \$ 298,683	ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683	180,000	\$ 26,654	\$	153,346
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities	\$ 300 \$ 30 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$	4,979,431	\$ 26,654 \$ 737,351 \$ 17,449	\$	153,346 4,242,080 100,386
	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management	\$ 300 \$ 1,500 \$ 1,500 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 2208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 I \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 117,835 \$ \$ 235,670 \$ \$	4,979,431 4,979,431 5 117,835 6 235,670	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898	\$	153,346 4,242,080 100,386 200,773
Construction of Public Park: Construction Activities after Daylighting	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities	\$ 300 \$ 30 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ \$ 235,670 \$ \$	4,979,431 4,979,431 5 117,835 5 235,670 5 235,670	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898	\$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, demobilization, temp facility, temp	\$ 300 \$ 1,500 \$ 1,500 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 2208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 I \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 117,835 \$ \$ 235,670 \$ \$	180,000 4,979,431 117,835 117,835 235,670 235,670 7,925,311	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575	\$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - contractor's mobilization, demobilization, temp facility, temp access, erosion control, etc.	\$ 300 \$ 1,500 \$ 1,500 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 298,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 135,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 2	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Contingency	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, demobilization, temp facility, temp	\$ 300 \$ 1,500 \$ 1,500 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 2208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 I \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 206,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 5 235,670 \$ 235,670 \$	180,000 4,979,431 117,835 117,835 1235,670 1235,670 15,307,126 15,307,126	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, temp facility, temp access, erosion control, etc.	\$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 135,000 \$ 185,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 2,282,494	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 1,173,675 \$ 2,266,669 \$ 337,990 \$ 337,990	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Enountied Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, temp facility, temp access, erosion control, etc. Brownfield Plan - Northville processes	\$ 300 \$ 1,500 \$ 1,500 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 298,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 206,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 5 235,670 \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 23	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 2,282,494 15,000	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 2,221	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 13,040,458 1,944,504 1,944,504
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, temp facility, temp access, erosion control, etc.	\$ 300 \$ 30 \$ 1,500 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 297,950 \$ 298,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 2,356,705 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 145,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 2	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 2,282,494 15,000 15,000 30,000	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 14,73,575 \$ 2,266,669 \$ 337,990 \$ 337,990 \$ 2,221 \$ 2,221 \$ 4,442	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504 12,779 12,779 12,779 25,558
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan Preparation and review of Act 381 Work Plan	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, demobilization, temp facility, temp access, erosion control, etc. Contingency for eligible activities Brownfield Plan - Northville processes Act 381 Work Plan for Department Specific Activities Plan compliance; collecting, tracking and reporting cost and other data	\$ 300 \$ 30 \$ 1,500 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 297,950 \$ 298,683 \$ 88,500 \$ 118,000 \$ 2,356,705 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 135,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$	180,000 4,979,431 117,835 1235,670 235,670 7,925,311 15,307,126 2,282,494 2,282,494 15,000 15,000 30,000 60,000	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 2,221 \$ 2,221 \$ 4,442 \$ 8,884	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 1,944,504 1,944,504 12,779 12,779 25,558
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Erownfield Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan Preparation and review of Act 381 Work Plan Implementation of Act 381 Work Plan ARPA Grant	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, temp facility, temp access, erosion control, etc. Contingency for eligible activities Brownfield Plan - Northville processes Act 381 Work Plan for Department Specific Activities Plan compliance; collecting, tracking and reporting cost and other data	\$ 300 \$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 2,356,705 \$ 2,356,705 \$ 2,356,705 \$ 15,216,626 \$ 15,000 \$ 15,000 \$ 30,000 \$ 30,000	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 135,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 2,282,494 2,282,494 15,000 15,000 30,000 60,000 17,649,620	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 2,221 \$ 2,221 \$ 4,442 \$ 8,884 \$ 2,613,543	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504 12,779 12,779 25,558 51,116 15,036,078
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan Preparation and review of Act 381 Work Plan Implementation of Act 381 Work Plan	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, demobilization, temp facility, temp access, erosion control, etc. Contingency for eligible activities Brownfield Plan - Northville processes Act 381 Work Plan for Department Specific Activities Plan compliance; collecting, tracking and reporting cost and other data	\$ 300 \$ 30 \$ 1,500 \$ 182,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 297,950 \$ 298,683 \$ 88,500 \$ 118,000 \$ 2,356,705 \$ 2,356,705	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 225,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 235,670 \$ \$ 35,000 \$ \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000 \$ 30,000	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 15,000 15,000 15,000 17,649,620 (2,500,000)	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 2,221 \$ 2,221 \$ 4,442 \$ 8,884 \$ 2,613,543 \$ (370,198)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504 12,779 12,779 25,558 51,116 15,036,078
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan Preparation and review of Act 381 Work Plan Implementation of Act 381 Work Plan ARPA Grant ARPA Grant	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, temp facility, temp access, erosion control, etc. Contingency for eligible activities Brownfield Plan - Northville processes Act 381 Work Plan for Department Specific Activities Plan compliance; collecting, tracking and reporting cost and other data	\$ 300 \$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 2,356,705 \$ 2,356,705 \$ 2,356,705 \$ 15,216,626 \$ 15,000 \$ 15,000 \$ 30,000 \$ 30,000	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 135,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 15,000 15,000 30,000 17,649,620 (2,500,000) (2,500,000)	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 337,990 \$ 32,221 \$ 2,221 \$ 4,442 \$ 8,884 \$ 2,613,543 \$ 2,70,198) \$ (370,198) \$ (370,198)	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504 12,779 12,779 25,558 51,116 15,036,078
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan Preparation and review of Act 381 Work Plan Implementation of Act 381 Work Plan ARPA Grant ARPA Grant Interest	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, demobilization, temp facility, temp access, erosion control, etc. Contingency for eligible activities Brownfield Plan - Northwille processes Act 381 Work Plan for Department Specific Activities Plan compliance, collecting, tracking and reporting cost and other data Eligible Grant Funds	\$ 300 \$ 300 \$ 1,500 \$ 45,000 \$ 182,000 \$ 62,227 \$ 2,389,500 \$ 186,381 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 2,356,705 \$ 2,356,705 \$ 2,356,705 \$ 15,216,626 \$ 15,000 \$ 15,000 \$ 30,000 \$ 30,000	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 145,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 65,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 235,670 \$ 2	180,000 4,979,431 117,835 235,670 235,670 7,925,311 15,307,126 2,282,494 15,000 15,000 15,000 17,649,620 (2,500,000) (2,500,000) 15,149,620	\$ 26,654 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 2,221 \$ 2,221 \$ 4,442 \$ 2,613,543 \$ (370,198) \$ (370,198) \$ (2,243,345	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504 1,944,504 12,779 25,558 51,116 15,036,078 (2,129,802) (2,129,802) (2,129,802) 12,906,276
Construction of Public Park: Construction Activities after Daylighting Other Eligible Costs for Infrastructure Improvements Contingency Contingency Contingency Brownfield Plan and Work Plan ⁽¹⁾ Preparation of Brownfield Plan Preparation and review of Act 381 Work Plan Implementation of Act 381 Work Plan ARPA Grant ARPA Grant	Nonhazardous contaminated soil disposal - street sweeping Perform daily on-site inspection and monitoring of due care during response/earthwork Project coordination and management Permits and Fees Sanitary Pipe Relocation Landscaping for Park and Entrances Habitat Mitigation-Landscaping in River Area (50%) Bridge and Headwall 2nd Pedestrian Bridge Boardwalks Lighting Sidewalks Signage Site Furnishing Legal Architectural/Engineering Design/Surveying/Staking as related to infrastructure and other activities Site Construction Management Related to Eligible Infrastructure - planning, design, administrative, and management General Conditions Related to Eligible Infrastructure - contractor's mobilization, temp facility, temp access, erosion control, etc. Contingency for eligible activities Brownfield Plan - Northville processes Act 381 Work Plan for Department Specific Activities Plan compliance; collecting, tracking and reporting cost and other data	\$ 300 \$ 30 \$ 1,500 \$ 182,000 \$ 182,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 425,990 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 2,356,705 \$ 2,356,705 \$ 15,216,626 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 30,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000 \$ 15,000	day ton day ea.	90 20 90 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	\$ 27,000 \$ 600 \$ 135,000 \$ 145,000 \$ 182,000 \$ 182,000 \$ 186,381 \$ 477,900 \$ 477,900 \$ 425,390 \$ 297,950 \$ 208,683 \$ 88,500 \$ 118,000 \$ 117,835 \$ 235,670 \$ 235,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 205,670 \$ 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17,649,620 17,649,620 (2,500,000) (2,500,000) 15,149,620	\$ 26,654 \$ 737,351 \$ 17,449 \$ 34,898 \$ 34,898 \$ 1,173,575 \$ 2,266,669 \$ 337,990 \$ 337,990 \$ 32,221 \$ 4,442 \$ 8,884 \$ 2,613,543 \$ (370,198) \$ (370,198) \$ (370,198) \$ (370,198) \$ (370,198) \$ 390,669	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	153,346 4,242,080 100,386 200,773 200,773 6,751,738 13,040,458 1,944,504 12,779 25,558 51,116 15,036,078 (2,129,802) (2,129,802)

APPENDIX B

SUMMARY OF TAX INCREMENT REVENUE (TIR) CAPTURE AND TIR REIMBURSEMENT ALLOCATION



TABLE 2A. Tax Increment Revenue Capture Estimates Rental Units Outside DDA

	Estimated Ta	axable Value (TV) Increase Rate:	25	% per year														
		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
		Tax Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2036	
		Base Taxable Value	353,735	353,735	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735 \$	353,735	
	Pos	t Acquisition Land Taxable Value	113,556	115,827	118,143 \$	120,506 \$	122,916 \$	125,375 \$	127,882 \$	130,440 \$	133,049 \$	135,710 \$	138,424 \$	141,192 \$	144,016 \$	146,896 \$	149,834	
	Estimated New T\	/ (Full Project Upon Completion)	1,044,586	1,044,586	1,044,586 \$	1,044,586 \$	1,065,478 \$	1,086,788 \$	1,108,523 \$	1,130,694 \$	1,153,308 \$	1,176,374 \$	1,199,901 \$	1,223,899 \$	1,248,377 \$	1,273,345 \$	1,298,812	
	Incremental Differer	nce (Based on Full Project Value)	690,852	690,852	690,852 \$	690,852 \$	711,743 \$	733,053 \$	754,789 \$	776,959 \$	799,573 \$	822,639 \$	846,167 \$	870,165 \$	894,643 \$	919,610 \$	945,077	
Incremental Differen	nce (Assuming 2-year	Build Out to Complete Project)	\$	- :	69,085 \$	345,426 \$	711,743 \$	733,053 \$	754,789 \$	776,959 \$	799,573 \$	822,639 \$	846,167 \$	870,165 \$	894,643 \$	919,610 \$	945,077	
					Preliminary	50% Complete	100% Complete											
ental																		
hool Capture		Millage Rate																
ate Education Tax (SET)		6.0000	- \$	- :	415 \$	2,073 \$	4,270 \$	4,398 \$	4,529 \$	4,196 \$	4,317 \$	3,702 \$	3,808 \$	5,221 \$	5,368 \$	5,518 \$	5,670	\$ 47,
chool Operating Tax		18.0000	- \$	- :	1,244 \$	6,218 \$	12,811 \$	13,195 \$	13,586 \$	12,587 \$	12,953 \$	11,106 \$	11,423 \$	15,663 \$	16,104 \$	16,553 \$	17,011	\$ 143,
	School Total	24.0000	- \$	- :	1,659 \$	8,291 \$	17,081 \$	17,593 \$	18,115 \$	16,782 \$	17,270 \$	14,808 \$	15,231 \$	20,884 \$	21,472 \$	22,071 \$	22,681	\$ 191,
ocal Capture ⁵		Millage Rate		PA 210 Constru			210 (10 Years)											
ty Operating		13.0182				- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	12,303	\$
reet Improvement		1.6216	·			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,533	\$
/ayne County Operating - Summer		5.6099				- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,302	\$
ayne County Operating - Winter		0.9829	- \$	- !	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	929	\$
CMA		0.2070	- \$	- :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	196	\$
ommunity College - Summer		2.2700	- \$	= :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,145	\$
ESA Operating		0.0956	- \$	- !	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	90	\$
ESA Spec Ed		3.3443	- \$	- !	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,161	\$
ESA Enhancement		1.9876	- \$	- !	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,878	\$
chool Voted Sinking Fund - Summer		0.4698	- \$	- !	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	444	\$
chool Voted Sinking Fund - Winter		0.4698	- \$	- :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	444	\$
ibrary		1.0975	- \$	- :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,037	\$
Vayne County Parks		0.2442	- \$	- :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	231	\$
Vayne County Public Safety		0.9358	- \$	= :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	884	\$
	Local Total	32.3542	- \$	- :	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	30,577	\$
Ion-Capturable Millages ⁵		Millage Rate																
chool Debt Service - Summer		1.7000	5	- !	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,607	<u> </u>
chool Debt Service - Winter		1.7000	·			- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,607	Ś
ebt SVCS STR		0.7355				- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	695	\$
Vayne County Zoo		0.0992				- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	94	ŝ
Vayne County DIA		0.1986				- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	188	
· · · · · · · · · · · · · · · · · · ·	apturable Taxes	4.4333				- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,191	
Gro	ss Taxes Rental	:	21,503	12,751	14,494 \$	21,213 \$	30,093 \$	30,695 \$	31,309 \$	31,935 \$	32,574 \$	33,225 \$	33,890 \$	34,568 \$	35,259 \$	77,403 \$	78,952	
		Total Gross Taxes	21,503	12,751	14,494 \$	21,213 \$	30,093 \$	30,695 \$	31,309 \$	31,935 \$	32,574 \$	33,225 \$	33,890 \$	34,568 \$	35,259 \$	77,403 \$	78,952	
Tota	l Tax Increment Reve	enue (TIR) Available for Capture	- \$	- :	1,659 \$	8,291 \$	17,081 \$	17,593 \$	18,115 \$	16,782 \$	17,270 \$	14,808 \$	15,231 \$	20,884 \$	21,472 \$	22,071 \$	53,258	\$ 191,2
	1	10%/25% Revenue in 2030-2033							Ś	1.865 \$	1,919 \$	4.936 \$	5.077					



TABLE 2B. Tax Increment Revenue Capture and DDA Contribution Estimates For-Sale Units Within DDA

	Estimated Taxable Value (TV) Increase Rate:	2%	per year														
	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
	Tax Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
	Base Taxable Value	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399 \$	96,399	
	Post Acquisition Land Taxable Value	157,149 \$	160,292 \$	163,498 \$	166,768 \$	170,103 \$	173,505 \$	176,976 \$	180,515 \$	184,125 \$	187,808 \$	191,564 \$	195,395 \$	199,303 \$	203,289 \$	207,355	
Estimated	New TV (Full Project Value Upon Completion)	21,745,000 \$	21,745,000 \$	21,745,000 \$	21,745,000 \$	22,179,900 \$	22,623,498 \$	23,075,968 \$	23,537,487 \$	24,008,237 \$	24,488,402 \$	24,978,170 \$	25,477,733 \$	25,987,288 \$	26,507,034 \$	27,037,174	
Incren	nental Difference (Based on Full Project Value)	21,648,601 \$	21,648,601 \$	21,648,601 \$	21,648,601 \$	22,083,501 \$	22,527,099 \$	22,979,569 \$	23,441,088 \$	23,911,838 \$	24,392,003 \$	24,881,771 \$	25,381,334 \$	25,890,889 \$	26,410,635 \$	26,940,775	
Incremental Difference (As	suming 2-year Build Out to Complete Project)	\$	- \$	2,164,860 \$	10,824,301 \$	22,083,501 \$	22,527,099 \$	22,979,569 \$	23,441,088 \$	23,911,838 \$	24,392,003 \$	24,881,771 \$	25,381,334 \$	25,890,889 \$	26,410,635 \$	26,940,775	
				Site Work	50% Complete	100% Complete											
Owner-Occupied																	
School Tax increment	Millage Rate																
State Education Tax (SET)	6.0000	- \$	383 \$	12,989 \$	64,946 \$	132,501 \$	135,163 \$	137,877 \$	126,582 \$	129,124 \$	109,764 \$	111,968 \$	152,288 \$	155,345 \$	158,464 \$	161,645	\$ 1,427,39
School Operating Tax	18.0000	· - \$	1,150 \$	38,967 \$	19,484												\$ 59,60:
School T			1,533 \$	51,956 \$	84,430 \$	132,501 \$	135,163 \$	137,877 \$	126,582 \$	129,124 \$	109,764 \$	111,968 \$	152,288 \$	155,345 \$	158,464 \$	161,645	\$ 1,486,99
		·	,	,,,,,,	, ,	,						, , ,	. ,				, , , , , , ,
ocal Tax Increment ⁵	Millage Rate																
City Operating	13.0182 DDA Contribution	- \$	832 \$	28,183 \$	140,913 \$	287,487 \$	293,262 \$	299,153 \$	305,161 \$	311,289 \$	317,540 \$	323,916 \$	330,419 \$	337,053 \$	343,819 \$	350,720	\$ 3,319,027
Street Improvement	1.6216 DDA Contribution S		104 \$	3,511 \$	17,553 \$	35,811 \$	36,530 \$	37,264 \$	38,012 \$	38,775 \$	39,554 \$	40,348 \$	41,158 \$	41,985 \$	42,827 \$	43,687	\$ 413,432
Wayne County Operating - Summer	5.6099 DDA Contribution S		358 \$	12,145 \$	60,723 \$	123,886 \$	126,375 \$	128,913 \$	131,502 \$	134,143 \$	136,837 \$	139,584 \$	142,387 \$	145,245 \$	148,161 \$	151,135	\$ 1,430,259
Wayne County Operating - Winter	0.9829 DDA Contribution S		63 \$	2,128 \$	10,639 \$	21,706 \$	22,142 \$	22,587 \$	23,040 \$	23,503 \$	23,975 \$	24,456 \$	24,947 \$	25,448 \$	25,959 \$	26,480	\$ 250,59
HCMA	0.2070 DDA Contribution S		13 \$	448 \$	2,241 \$	4,571 \$	4,663 \$	4,757 \$	4,852 \$	4,950 \$	5,049 \$	5,151 \$	5,254 \$	5,359 \$	5,467 \$	5,577	\$ 52,77
Community College - Summer	2.2700 DDA Contribution S		145 \$	4,914 \$	24,571 \$	50,130 \$	51,137 \$	52,164 \$	53,211 \$	54,280 \$	55,370 \$	56,482 \$	57,616 \$	58,772 \$	59,952 \$	61,156	\$ 578,74
RESA Operating	0.0956		6 \$	207 \$	1,035 \$	2,111 \$	2,154 \$	2,197 \$	2,017 \$	2,057 \$	1,749 \$	1,784 \$	2,426 \$	2,475 \$	2,525 \$	2,576	\$ 22,744
RESA Spec Ed	3.3443		214 \$	7,240 \$	36,200 \$	73,854 \$	75,337 \$	76,851 \$	70,555 \$	71,971 \$	61,181 \$	62,409 \$	84,883 \$	86,587 \$	88,325 \$	90,098	\$ 795,606
RESA Enhancement	1.9876		127 \$	4,303 \$	21,514 \$	43,893 \$	44,775 \$	45,674 \$	41,933 \$	42,774 \$	36,362 \$	37,091 \$	50,448 \$	51,461 \$	52,494 \$	53,547	\$ 472,849
School Voted Sinking Fund - Summer	0.4698	· · ·	30 \$	1,017 \$	5,085 \$	10,375 \$	10,583 \$	10,796 \$	9,912 \$	10,111 \$	8,594 \$	8,767 \$	11,924 \$	12,164 \$	12,408 \$	12,657	\$ 111,765
School Voted Sinking Fund - Summer	0.4698	· ·	30 \$	1,017 \$	5,085 \$	10,375 \$	10,583 \$	10,796 \$	9,912 \$	10,111 \$	8,594 \$	8,767 \$	11,924 \$	12,164 \$	12,408 \$	12,657	\$ 111,76
			70 \$		11,880 \$	· · · · · · · · · · · · · · · · · · ·			23,154 \$		20,078 \$					29,568	
Library	1.0975 DDA Contribution S			2,376 \$		24,237 \$	24,723 \$	25,220 \$		23,619 \$		20,481 \$	27,856 \$	28,415 \$ 46,844 \$	28,986 \$	48,744	\$ 261,09
Downtown Development Authority (DDA) Operatin			116 \$ 16 \$	3,917 \$ 529 \$	19,584 \$ 2,643 \$	39,956 \$	40,758 \$	41,577 \$ 5,612 \$	42,412 \$ 5,724 \$	43,264 \$ 5,839 \$	44,132 \$ 5,957 \$	45,019 \$ 6,076 \$	45,922 \$ 6,198 \$		47,785 \$ 6,449 \$	6,579	\$ 62,260
Wayne County Parks	0.2442 DDA Contribution S		· · · · · · · · · · · · · · · · · · ·			5,393 \$	5,501 \$							6,323 \$			
Wayne County Public Safety	0.9358 DDA Contribution S		60 \$	2,026 \$	10,129 \$	20,666 \$	21,081 \$	21,504 \$	21,936 \$	22,377 \$	22,826 \$	23,284 \$	23,752 \$	24,229 \$	24,715 \$	25,211	\$ 238,585
Local T	otal 34.1635 S Millage Rate	- \$	2,183 \$	73,961 \$	369,795 \$	754,451 \$	769,604 \$	785,065 \$	783,332 \$	799,063 \$	787,797 \$	803,615 \$	867,114 \$	884,524 \$	902,280 \$	920,392	\$ 8,582,784
Non-Capturable Millages ⁵			100 *	2.690 ^	19 401 ^	27.542 ^	20 206 6	20.065 ^	20.050 ^	40.650 ^	41 466 ^	42 200 . 6	42.149 ^	44.015 ^	44 909 ^	45 700	ć 433.440
School Debt Service - Summer	1.7000		109 \$	3,680 \$	18,401 \$	37,542 \$	38,296 \$	39,065 \$	39,850 \$	40,650 \$	41,466 \$	42,299 \$	43,148 \$	44,015 \$	44,898 \$	45,799	\$ 433,419
School Debt Service - Winter	1.7000		109 \$	3,680 \$	18,401 \$	37,542 \$	38,296 \$	39,065 \$	39,850 \$	40,650 \$	41,466 \$	42,299 \$	43,148 \$	44,015 \$	44,898 \$	45,799	\$ 433,419
Debt SVCS STR	0.7355		47 \$	1,592 \$	7,961 \$	16,242 \$	16,569 \$	16,901 \$	17,241 \$	17,587 \$	17,940 \$	18,301 \$	18,668 \$	19,043 \$	19,425 \$	19,815	\$ 187,517
Wayne County Zoo	0.0992	· · · · · · · · · · · · · · · · · · ·	6 \$	215 \$	1,074 \$	2,191 \$	2,235 \$	2,280 \$	2,325 \$	2,372 \$	2,420 \$	2,468 \$	2,518 \$	2,568 \$	2,620 \$	2,673	\$ 25,292
Wayne County DIA	0.1986	<u>.</u>	13 \$	430 \$	2,150 \$	4,386 \$	4,474 \$	4,564 \$	4,655 \$	4,749 \$	4,844 \$	4,942 \$	5,041 \$	5,142 \$	5,245 \$	5,350	\$ 50,635
Total Non-Capturable Ta	exes 4.4333	- \$	283 \$	9,597 \$	47,987 \$	97,903 \$	99,870 \$	101,875 \$	103,921 \$	106,008 \$	108,136 \$	110,309 \$	112,523 \$	114,783 \$	117,086 \$	119,436	\$ 1,130,281
			4														
Gross Taxes Owner Occu	pied	4,299 \$	5,449 \$	139,812 \$	506,512 \$	989,153 \$	1,008,936 \$	1,029,114 \$	1,049,697 \$	1,070,691 \$	1,092,104 \$	1,113,946 \$	1,136,225 \$	1,158,950 \$	1,182,129 \$	1,205,771	
	Total Gross Taxes	4,299 \$	5,449 \$	139,812 \$	506,512 \$	989,153 \$	1,008,936 \$	1,029,114 \$	1,049,697 \$	1,070,691 \$	1,092,104 \$	1 112 046	1,136,225 \$	1,158,950 \$	1,182,129 \$	1,205,771	
												1,113,946 \$					
	TIR Available for Capture S		1,940 \$ 1,776 \$	65,740 \$ 60,177 \$	165,229 \$ 288,996 \$	297,346 \$ 589,606 \$	303,318 \$	309,411 \$	284,064 \$ 625,850 \$	289,767 \$ 638,420 \$	246,321 \$ 651,240 \$	251,267 \$ 664,316 \$	341,749 \$ 677,653 \$	348,611 \$ 691,258 \$	355,610 \$ 705,134 \$	362,748	
		· - \$					601,449 \$	613,531 \$								719,289	ė 10.0c0
	Revenue Available for Reimbursement	- \$	3,716 \$	125,917 \$	454,225 \$	886,952 \$	904,767 \$	922,942 \$	909,914 \$	928,187 \$	897,561 \$	915,583 \$	1,019,402 \$	1,039,869 \$	1,060,744 \$	1,082,037	\$ 10,069,77
	10%/25% Revenue in 2030-2033							S .	31,563 \$	32,196 \$	82.107 \$	83,756					



TABLE 2C. Tax Increment Revenue Capture and DDA Contribution Estimates Rental Units Within DDA

	Estimat	ed Taxable Value (TV) Increase Rate:	2% p	er year														
		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
		Tax Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2036	
		Base Taxable Value \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367 \$	274,367	
		Post Acquisition Land Taxable Value \$	447,271 \$	456,216 \$	465,341 \$	474,648 \$	484,141 \$	493,823 \$	503,700 \$	513,774 \$	524,049 \$	534,530 \$	545,221 \$	556,125 \$	567,248 \$	578,593 \$	590,165	
	Estimated Ne	ew TV (Full Project Upon Completion) \$	9,401,277 \$	9,401,277 \$	9,401,277 \$	9,401,277 \$	9,401,277 \$	9,589,302 \$	9,781,089 \$	9,976,710 \$	10,176,245 \$	10,379,769 \$	10,587,365 \$	10,799,112 \$	11,015,094 \$	11,235,396 \$	11,460,104	
	Incremental Dif	ference (Based on Full Project Value) \$	9,126,910 \$	9,126,910 \$	9,126,910 \$	9,126,910 \$	9,126,910 \$	9,314,936 \$	9,506,722 \$	9,702,344 \$	9,901,878 \$	10,105,403 \$	10,312,998 \$	10,524,745 \$	10,740,728 \$	10,961,030 \$	11,185,737	
Incremental Di	ifference (Assuming 2-	year Build Out to Complete Project) \$	- \$	- \$	912,691 \$	4,563,455 \$	9,126,910 \$	9,314,936 \$	9,506,722 \$	9,702,344 \$	9,901,878 \$	10,105,403 \$	10,312,998 \$	10,524,745 \$	10,740,728 \$	10,961,030 \$	11,185,737	
					Preliminary	50% Complete	100% Complete											
Rental																		
School Capture		Millage Rate																
State Education Tax (SET)		6.0000 \$	- \$	1,091 \$	5,476 \$	27,381 \$	54,761 \$	55,890 \$	57,040 \$	52,393 \$	53,470 \$	45,474 \$	46,409 \$	63,148 \$	64,444 \$	65,766 \$	67,114 \$	592,74
School Operating Tax		18.0000 \$	- \$	3,273 \$	16,428 \$	82,142 \$	164,284 \$	167,669 \$	171,121 \$	157,178 \$	160,411 \$	136,423 \$	139,226 \$	189,445 \$	193,333 \$	197,299 \$	201,343 \$	1,778,23
	School Total	24.0000 \$	- \$	4,364 \$	21,904 \$	109,523 \$	219,045 \$	223,559 \$	228,161 \$	209,570 \$	213,881 \$	181,897 \$	185,634 \$	252,593 \$	257,777 \$	263,065 \$	268,457 \$	2,370,97
			·	,	,			,,,,,,			,	, , , ,		, , , ,			,	, , , , ,
ocal Capture ⁵		Millage Rate		PA 210 Construction	on Period	PA 2	210 (10 Years)											
City Operating		13.0182 DDA Contribution \$	- \$	2,367 \$	2,486 \$	2,607 \$	2,731 \$	2,857 \$	2,986 \$	3,117 \$	3,250 \$	3,387 \$	3,526 \$	3,668 \$	3,813 \$	3,960 \$	145,618 \$	40,75
Street Improvement		1.6216 DDA Contribution \$	- \$	295 \$	310 \$	325 \$	340 \$	356 \$	372 \$	388 \$	405 \$	422 \$	439 \$	457 \$	475 \$	493 \$	18,139 \$	5,07
Wayne County Operating - Summer		5.6099 DDA Contribution \$	- \$	1,020 \$	1,071 \$	1,124 \$	1,177 \$	1,231 \$	1,287 \$	1,343 \$	1,401 \$	1,459 \$	1,519 \$	1,581 \$	1,643 \$	1,707 \$	62,751 \$	17,56
Wayne County Operating - Winter		0.9829 DDA Contribution \$	- \$	179 \$	188 \$	197 \$	206 \$	216 \$	225 \$	235 \$	245 \$	256 \$	266 \$	277 \$	288 \$	299 \$	10,994 \$	3,07
HCMA		0.2070 DDA Contribution \$	- \$	38 \$	40 \$	41 \$	43 \$	45 \$	47 \$	50 \$	52 \$	54 \$	56 \$	58 \$	61 \$	63 \$	2,315 \$	64
Community College - Summer		2.2700 DDA Contribution \$	- \$	413 \$	434 \$	455 \$	476 \$	498 \$	521 \$	543 \$	567 \$	591 \$	615 \$	640 \$	665 \$	691 \$	25,392 \$	7,10
RESA Operating		0.0956 \$	- \$	17 \$	18 \$	19 \$	20 \$	21 \$	22 \$	21 \$	22 \$	19 \$	20 \$	27 \$	28 \$	29 \$	1,069 \$	28:
RESA Spec Ed		3.3443 \$	- \$	608 \$	639 \$	670 \$	702 \$	734 \$	767 \$	721 \$	752 \$	653 \$	680 \$	942 \$	979 \$	1,017 \$	37,408 \$	9,862
RESA Enhancement		1.9876 \$	- \$	361 \$	380 \$	398 \$	417 \$	436 \$	456 \$	428 \$	446 \$	388 \$	404 \$	560 \$	582 \$	605 \$	22,233 \$	5,861
School Voted Sinking Fund - Summer		0.4698 \$	- \$	85 \$	90 \$	94 \$	99 \$	103 \$	108 \$	101 \$	105 \$	92 \$	95 \$	132 \$	138 \$	143 \$	5,255 \$	1,38
School Voted Sinking Fund - Winter		0.4698 \$	- \$	85 \$	90 \$	94 \$	99 \$	103 \$	108 \$	101 \$	105 \$	92 \$	95 \$	132 \$	138 \$	143 \$	5,255 \$	1,38
Library		1.0975 DDA Contribution \$	- \$	200 \$	210 \$	220 \$	230 \$	241 \$	252 \$	237 \$	247 \$	215 \$	223 \$	309 \$	321 \$	334 \$	12,276 \$	3,23
Downtown Development Authority (DD	A) Operating	1.8093 DDA Contribution \$	- \$	329 \$	346 \$	362 \$	380 \$	397 \$	415 \$	433 \$	452 \$	471 \$	490 \$	510 \$	530 \$	550 \$	20,238	
Wayne County Parks	, , ,	0.2442 DDA Contribution \$	- \$	44 \$	47 \$	49 \$	51 \$	54 \$	56 \$	58 \$	61 \$	64 \$	66 \$	69 \$	72 \$	74 \$	2,732 \$	765
Wayne County Public Safety		0.9358 DDA Contribution \$	- \$	170 \$	179 \$	187 \$	196 \$	205 \$	215 \$	224 \$	234 \$	243 \$	253 \$	264 \$	274 \$	285 \$	10,468 \$	2,929
	Local Total	34.1635 \$	- \$	6,211 \$	6,528 \$	6,842 \$	7,167 \$	7,497 \$	7,837 \$	7,999 \$	8,344 \$	8,404 \$	8,746 \$	9,626 \$	10,007 \$	10,393 \$	382,143 \$	105,600
Non-Capturable Millages ⁵		Millage Rate																
School Debt Service - Summer		1.7000 \$	- \$	309 \$	325 \$	340 \$	357 \$	373 \$	390 \$	407 \$	424 \$	442 \$	460 \$	479 \$	498 \$	517 \$	19,016 \$	5,321
School Debt Service - Winter		1.7000 \$	- \$	309 \$	325 \$	340 \$	357 \$	373 \$	390 \$	407 \$	424 \$	442 \$	460 \$	479 \$	498 \$	517 \$	19,016 \$	5,32
Debt SVCS STR		0.7355 \$	- \$	134 \$	140 \$	147 \$	154 \$	161 \$	169 \$	176 \$	184 \$	191 \$	199 \$	207 \$	215 \$	224 \$	8,227 \$	2,30
Wayne County Zoo		0.0992 \$	- \$	18 \$	19 \$	20 \$	21 \$	22 \$	23 \$	24 \$	25 \$	26 \$	27 \$	28 \$	29 \$	30 \$	1,110 \$	31
Wayne County DIA		0.1986 \$	- \$	36 \$	38 \$	40 \$	42 \$	44 \$	46 \$	48 \$	50 \$	52 \$	54 \$	56 \$	58 \$	60 \$	2,221 \$	62
Total Non-C	apturable Taxes	4.4333 \$	- \$	806 \$	847 \$	887 \$	931 \$	973 \$	1,018 \$	1,062 \$	1,107 \$	1,153 \$	1,200 \$	1,249 \$	1,298 \$	1,348 \$	49,590 \$	13,87
Gro	oss Taxes Rental	\$	17,174 \$	24,193 \$	46,450 \$	134,428 \$	244,317 \$	249,203 \$	254,187 \$	259,271 \$	264,456 \$	269,746 \$	275,141 \$	280,643 \$	286,256 \$	703,300 \$	717,366	
		Total Gross Taxes \$	17,174 \$	24,193 \$	46,450 \$	134,428 \$	244,317 \$	249,203 \$	254,187 \$	259,271 \$	264,456 \$	269,746 \$	275,141 \$	280,643 \$	286,256 \$	703,300 \$	717,366	
		TIR Available for Capture \$	- S	5,520 \$	23,121 \$	111,018 \$	220,612 \$	225,197 \$	229,874 \$	211,179 \$	215,557 \$	183,353 \$	187,150 \$	254,695 \$	259,963 \$	265,336 \$	351,953	
		DDA Contribution \$	- \$	5,055 \$	5,311 \$	5,347 \$	5,600 \$	5,859 \$	6,124 \$	6,391 \$	6,667 \$	6,947 \$	7,230 \$	7,524 \$	7,821 \$	8,122 \$	298,647	
	Do.	venue Available for Reimbursement \$	- \$	10,575 \$	28,432 \$	116,365 \$	226,212 \$	231,056 \$	235,998 \$	217,570 \$	222,224 \$	190,300 \$	194,380 \$	262,219 \$	267,784 \$	273,458 \$	650,600 \$	2,476,5
	Re	10%/25% Revenue in 2030-2033	- 3	10,575 \$	20,432 3	110,303 \$	220,212 3	231,030 3	233,330 \$	217,370 \$	23,951 \$	61,118 \$	134,300 \$	202,213 3	201,104 \$	213,430 \$	030,000 3	2,410,31



TABLE 2D. Tax Increment Revenue Capture Estimates For-Sale Units Outside DDA

	Estimated Taxal	ble Value (TV) Increase Rate:	2	2% per year														
		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
		Tax Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	1
		Base Taxable Value	7,172,534	\$ 7,172,534	\$ 7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534 \$	7,172,534	ı
	Post Acqu	isition Land Taxable Value	\$ 2,302,524	\$ 2,348,574	\$ 2,395,546 \$	2,443,457 \$	2,492,326 \$	2,542,173 \$	2,593,016 \$	2,644,876 \$	2,697,774 \$	2,751,729 \$	2,806,764 \$	2,862,899 \$	2,920,157 \$	2,978,560 \$	3,038,131	İ
Est	timated New TV (Full Projec	t Value Upon Completion)	86,980,000	\$ 86,980,000	\$ 86,980,000 \$	86,980,000 \$	86,980,000 \$	86,980,000 \$	88,719,600 \$	90,493,992 \$	92,303,872 \$	94,149,949 \$	96,032,948 \$	97,953,607 \$	99,912,679 \$	101,910,933 \$	103,949,152	ı
	Incremental Difference (B	ased on Full Project Value)	79,807,466	\$ 79,807,466	\$ 79,807,466 \$	79,807,466 \$	79,807,466 \$	79,807,466 \$	81,547,066 \$	83,321,458 \$	85,131,338 \$	86,977,416 \$	88,860,415 \$	90,781,074 \$	92,740,146 \$	94,738,399 \$	96,776,618	i
Incremental Differer	nce (Assuming 3-year Build	Out to Complete Project)	-	\$ -	\$ 1,596,149 \$	7,980,747 \$	65,442,122 \$	79,807,466 \$	81,547,066 \$	83,321,458 \$	85,131,338 \$	86,977,416 \$	88,860,415 \$	90,781,074 \$	92,740,146 \$	94,738,399 \$	96,776,618	ı
					Preliminary	10% Complete	82% Complete	100% Complete										i
Owner-Occupied																		i
School Capture	Millag	ge Rate																i
tate Education Tax (SET)		6.0000 \$	-	\$ -	\$ 9,577 \$	47,884 \$	392,653 \$	478,845 \$	489,282 \$	449,936 \$	459,709 \$	391,398 \$	399,872 \$	544,686 \$	556,441 \$	568,430 \$	580,660	\$ 4,788,71
School Operating Tax		18.0000 \$	-	\$ -	\$ 28,731 \$	143,653												\$ 172,38
	School Total	6.0000 \$	-	\$ -	\$ 38,308 \$	191,537 \$	392,653 \$	478,845 \$	489,282 \$	449,936 \$	459,709 \$	391,398 \$	399,872 \$	544,686 \$	556,441 \$	568,430 \$	580,660	\$ 4,961,09
and Continue ⁵	8 Atiliae	ge Rate																İ
.ocal Capture City Operating	iviiiia	13.0182	· -	\$ -	\$ 20,779 \$	103,895 \$	851,939 \$	1,038,950 \$	1,061,596 \$	976,226 \$	997,431 \$	849,217 \$	867,602 \$	1,181,806 \$	1,207,310 \$	1,233,323 \$	1,259,857	\$ 10,390,07
Street Improvement		1.6216 \$				12,942 \$	106,121 \$	129,416 \$	132,237 \$	121,603 \$	124,244 \$	105,782 \$	108,072 \$	147,211 \$	150,387 \$	153,628 \$	156,933	\$ 1,294,23
Wayne County Operating - Summer		5.6099				44,771 \$	367,124 \$	447,712 \$	457,471 \$	420,683 \$	429,820 \$	365,951 \$	373,874 \$	509,273 \$	520,263 \$	531,473 \$	542,907	\$ 4,477,36
Wayne County Operating - Winter		0.9829 \$	•	•		7,844 \$	64,323 \$	78,443 \$	80,153 \$	73,707 \$	75,308 \$	64,118 \$	65,506 \$	89,229 \$	91,154 \$	93,118 \$	95,122	\$ 784,47
HCMA		0.2070 \$		•		1,652 \$	13,547 \$	16,520 \$	16,880 \$	15,523 \$	15,860 \$	13,503 \$	13,796 \$	18,792 \$	19,197 \$	19,611 \$	20,033	\$ 165,21
Community College - Summer		2.2700 \$		-		18,116 \$	148,554 \$	181,163 \$	185,112 \$	170,226 \$	173,923 \$	148,079 \$	151,285 \$	206,073 \$	210,520 \$	215,056 \$	219,683	\$ 1,811,73
RESA Operating		0.0956 \$		•		763 \$	6,256 \$	7,630 \$	7,796 \$	7,169 \$	7,325 \$	6,236 \$	6,371 \$	8,679 \$	8,866 \$	9,057 \$	9,252	\$ 76,30
RESA Spec Ed		3.3443		*		26,690 \$	218,858 \$	266,900 \$	272,718 \$	250,787 \$	256,235 \$	218,159 \$	222,882 \$	303,599 \$	310,151 \$	316,834 \$	323,650	\$ 2,669,15
RESA Enhancement		1.9876 \$	· -	\$ -		15,863 \$	130,073 \$	158,625 \$	162,083 \$	149,049 \$	152,286 \$	129,657 \$	132,464 \$	180,436 \$	184,330 \$	188,302 \$	192,353	\$ 1,586,34
School Voted Sinking Fund - Summer		0.4698 \$	-	\$ -	\$ 750 \$	3,749 \$	30,745 \$	37,494 \$	38,311 \$	35,230 \$	35,996 \$	30,647 \$	31,310 \$	42,649 \$	43,569 \$	44,508 \$	45,466	\$ 374,95
School Voted Sinking Fund - Winter		0.4698 \$	-	\$ -	\$ 750 \$	3,749 \$	30,745 \$	37,494 \$	38,311 \$	35,230 \$	35,996 \$	30,647 \$	31,310 \$	42,649 \$	43,569 \$	44,508 \$	45,466	\$ 374,95
Library		1.0975 \$	-	\$ -	\$ 1,752 \$	8,759 \$	71,823 \$	87,589 \$	89,498 \$	82,301 \$	84,089 \$	71,594 \$	73,143 \$	99,632 \$	101,782 \$	103,975 \$	106,212	\$ 875,93
Wayne County Parks		0.2442 \$	-	\$ -	\$ 390 \$	1,949 \$	15,981 \$	19,489 \$	19,914 \$	18,312 \$	18,710 \$	15,930 \$	16,275 \$	22,169 \$	22,647 \$	23,135 \$	23,633	\$ 194,90
Wayne County Public Safety		0.9358 \$	-	\$ -	\$ 1,494 \$	7,468 \$	61,241 \$	74,684 \$	76,312 \$	70,175 \$	71,699 \$	61,045 \$	62,367 \$	84,953 \$	86,786 \$	88,656 \$	90,564	\$ 746,88
	Local Total	32.3542	-	\$ -	\$ 51,643 \$	258,210 \$	2,117,330 \$	2,582,109 \$	2,638,392 \$	2,426,219 \$	2,478,922 \$	2,110,564 \$	2,156,257 \$	2,937,150 \$	3,000,531 \$	3,065,184 \$	3,131,131	\$ 25,822,51
Non-Capturable Millages ⁵	Millas	ze Rate																l
ichool Debt Service - Summer		1.7000	÷ -	\$ -	\$ 2,713 \$	13,567 \$	111,252 \$	135,673 \$	138,630 \$	141,646 \$	144,723 \$	147,862 \$	151,063 \$	154,328 \$	157,658 \$	161,055 \$	164,520	\$ 1,460,17
ichool Debt Service - Winter		1.7000	-	\$ -		13,567 \$	111,252 \$	135,673 \$	138,630 \$	141,646 \$	144,723 \$	147,862 \$	151,063 \$	154,328 \$	157,658 \$	161,055 \$	164,520	\$ 1,460,17
Debt SVCS STR		0.7355	-	\$ -	\$ 1,174 \$	5,870 \$	48,133 \$	58,698 \$	59,978 \$	61,283 \$	62,614 \$	63,972 \$	65,357 \$	66,769 \$	68,210 \$	69,680 \$	71,179	\$ 631,73
Wayne County Zoo		0.0992	; -	\$ -	\$ 158 \$	792 \$	6,492 \$	7,917 \$	8,089 \$	8,265 \$	8,445 \$	8,628 \$	8,815 \$	9,005 \$	9,200 \$	9,398 \$	9,600	\$ 85,20
Wayne County DIA		0.1986	-	\$ -	\$ 317 \$	1,585 \$	12,997 \$	15,850 \$	16,195 \$	16,548 \$	16,907 \$	17,274 \$	17,648 \$	18,029 \$	18,418 \$	18,815 \$	19,220	\$ 170,58
Total Non-Ca	apturable Taxes	4.4333	\$ -	\$ -	\$ 7,075 \$	35,381 \$	290,126 \$	353,811 \$	361,522 \$	369,388 \$	377,412 \$	385,598 \$	393,946 \$	402,459 \$	411,144 \$	420,003 \$	429,039	\$ 4,236,90
Gross Taxes O	Owner Occupied	42.7875	306,895	\$ 306,895	\$ 403,921 \$	792,024 \$	3,107,000 \$	3,721,657 \$	3,796,090 \$	3,872,012 \$	3,949,452 \$	4,028,441 \$	4,109,010 \$	4,191,190 \$	4,275,014 \$	4,360,514 \$	4,447,724	
																		I
		Total Gross Taxes \$	306,895	\$ 306,895	\$ 403,921 \$	792,024 \$	3,107,000 \$	3,721,657 \$	3,796,090 \$	3,872,012 \$	3,949,452 \$	4,028,441 \$	4,109,010 \$	4,191,190 \$	4,275,014 \$	4,360,514 \$	4,447,724	İ
Total Tax Increment Revenue (TIR) Available for Capture \$ - \$			\$ 89,951 \$	449,747 \$	2,509,983 \$	3,060,954 \$	3,127,674 \$	2,876,155 \$	2,938,631 \$	2,501,962 \$	2,556,128 \$	3,481,836 \$	3,556,972 \$	3,633,614 \$	3,711,791	\$ 30,783,60		



TABLE 2E. Tax Increment Revenue Capture and DDA Contribution Estimates Roll Up Table

Northville Downs Northville, Michigan 9/14/2023

	Estimated Ta	axable Value (TV) Increase Rate:	2% p	er year														
		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
		Tax Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	ĺ
		Base Taxable Value \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034 \$	7,897,034	1
	Estimated New TV	(Full Project Upon Completion) \$	119,170,863 \$	119,170,863 \$	119,170,863 \$	119,170,863 \$	119,626,655 \$	120,279,588 \$	122,685,180 \$	125,138,883 \$	127,641,661 \$	130,194,494 \$	132,798,384 \$	135,454,352 \$	138,163,439 \$	140,926,708 \$	143,745,242	i
	Incremental Differer	nce (Based on Full Project Value) \$	111,273,829 \$	111,273,829 \$	111,273,829 \$	111,273,829 \$	111,729,620 \$	112,382,554 \$	114,788,146 \$	117,241,849 \$	119,744,627 \$	122,297,461 \$	124,901,351 \$	127,557,318 \$	130,266,406 \$	133,029,674 \$	135,848,207	i
Incremental Diffe		Build Out to Complete Project) \$	- \$	- \$	4,742,786 \$	23,713,928 \$	97,364,276 \$	112,382,554 \$	114,788,146 \$	117,241,849 \$	119,744,627 \$	122,297,461 \$	124,901,351 \$	127,557,318 \$	130,266,406 \$	133,029,674 \$	135,848,207	i
																		i
																		1
School Capture	Millage Rate																	1
State Education Tax (SET)	6.0000	\$	- \$	1,474 \$	28,457 \$	142,284 \$	584,185 \$	674,296 \$	688,728 \$	633,107 \$	646,620 \$	550,338 \$	562,056 \$	765,343 \$	781,598 \$	798,178 \$	815,089	\$ 6,856,664
School Operating Tax	18.0000	\$	- \$	4,423 \$	85,370 \$	251,497 \$	177,095 \$	180,864 \$	184,707 \$	169,764 \$	173,363 \$	147,529 \$	150,649 \$	205,108 \$	209,437 \$	213,852 \$	218,354	\$ 2,153,658
School To	al 24.0000	\$	- \$	5,897 \$	113,827 \$	393,781 \$	761,280 \$	855,160 \$	873,435 \$	802,871 \$	819,984 \$	697,867 \$	712,705 \$	970,451 \$	991,035 \$	1,012,030 \$	1,033,443	\$ 9,010,322
																		1
Local Increment ⁵	Millage Rate																	<u> </u>
City Operating	13.0182	Increment+DDA Contribution \$	- \$	3,199 \$	51,448 \$	247,415 \$	1,142,157 \$	1,335,069 \$	1,363,735 \$	1,284,504 \$	1,311,970 \$	1,170,144 \$	1,195,044 \$	1,515,893 \$	1,548,176 \$	1,581,102 \$	1,768,498	\$ 13,749,856
Street Improvement	1.6216	Increment+DDA Contribution \$	- \$	399 \$	6,409 \$	30,820 \$	142,272 \$	166,302 \$	169,873 \$	160,003 \$	163,424 \$	145,758 \$	148,859 \$	188,826 \$	192,847 \$	196,948 \$	220,292	\$ 1,712,740
Wayne County Operating - Summer		Increment+DDA Contribution \$	- \$	1,378 \$	22,170 \$	106,618 \$	492,187 \$	575,318 \$	587,671 \$	553,528 \$	565,364 \$	504,247 \$	514,977 \$	653,241 \$	667,151 \$	681,341 \$	762,095	\$ 5,925,191
Wayne County Operating - Winter	0.9829	Increment+DDA Contribution \$	- \$	242 \$	3,885 \$	18,680 \$	86,235 \$	100,801 \$	102,965 \$	96,982 \$	99,056 \$	88,349 \$	90,228 \$	114,453 \$	116,890 \$	119,376 \$	133,525	\$ 1,038,142
HCMA	0.2070	Increment+DDA Contribution \$	- \$	51 \$	818 \$	3,934 \$	18,161 \$	21,228 \$	21,684 \$	20,425 \$	20,862 \$	18,606 \$	19,003 \$	24,104 \$	24,617 \$	25,141 \$	28,121	\$ 218,634
Community College - Summer	2.2700	Increment+DDA Contribution \$	- \$	558 \$	8,971 \$	43,142 \$	199,160 \$	232,798 \$	237,797 \$	223,980 \$	228,770 \$	204,040 \$	208,382 \$	264,329 \$	269,957 \$	275,699 \$	308,376	\$ 2,397,583
RESA Operating	0.0956	\$	- \$	23 \$	378 \$	1,817 \$	8,387 \$	9,805 \$	10,015 \$	9,207 \$	9,404 \$	8,004 \$	8,175 \$	11,132 \$	11,369 \$	11,611 \$	12,987	\$ 99,327
RESA Spec Ed	3.3443	\$	- \$	822 \$	13,217 \$	63,560 \$	293,414 \$	342,971 \$	350,336 \$	322,062 \$	328,957 \$	279,992 \$	285,971 \$	389,424 \$	397,717 \$	406,176 \$	454,317	\$ 3,474,619
RESA Enhancement	1.9876	\$	- \$	488 \$	7,856 \$	37,775 \$	174,383 \$	203,836 \$	208,213 \$	191,410 \$	195,507 \$	166,406 \$	169,959 \$	231,444 \$	236,373 \$	241,401 \$	270,011	\$ 2,065,051
School Voted Sinking Fund - Summer	0.4698	\$	- \$	115 \$	1,857 \$	8,928 \$	41,219 \$	48,180 \$	49,215 \$	45,242 \$	46,211 \$	39,332 \$	40,172 \$	54,705 \$	55,871 \$	57,059 \$	63,822	\$ 488,107
School Voted Sinking Fund - Winter	0.4698	\$	- \$	115 \$	1,857 \$	8,928 \$	41,219 \$	48,180 \$	49,215 \$	45,242 \$	46,211 \$	39,332 \$	40,172 \$	54,705 \$	55,871 \$	57,059 \$	63,822	\$ 488,107
Library	1.0975	Increment+DDA Contribution \$	- \$	270 \$	4,338 \$	20,859 \$	96,290 \$	112,553 \$	114,970 \$	105,692 \$	107,954 \$	91,886 \$	93,847 \$	127,797 \$	130,518 \$	133,295 \$	149,093	\$ 1,140,268
Downtown Development Authority (DDA) Operating*	1.8093	Increment+DDA Contribution \$	- \$	445 \$	4,263 \$	19,946 \$	40,336 \$	41,155 \$	41,992 \$	42,845 \$	43,716 \$	44,603 \$	45,509 \$	46,432 \$	47,374 \$	48,335 \$	68,982	\$ 466,951
Wayne County Parks	0.2442	Increment+DDA Contribution \$	- \$	60 \$	966 \$	4,641 \$	21,425 \$	25,044 \$	25,582 \$	24,094 \$	24,610 \$	21,951 \$	22,417 \$	28,436 \$	29,042 \$	29,658 \$	33,175	\$ 257,926
Wayne County Public Safety	0.9358	Increment+DDA Contribution \$	- \$	230 \$	3,699 \$	17,784 \$	82,103 \$	95,970 \$	98,031 \$	92,335 \$	94,310 \$	84,114 \$	85,904 \$	108,969 \$	111,289 \$	113,656 \$	127,127	\$ 988,394
Local To	tal 34.1635	\$	- \$	8,394 \$	132,132 \$	634,847 \$	2,878,948 \$	3,359,210 \$	3,431,294 \$	3,217,550 \$	3,286,329 \$	2,906,764 \$	2,968,618 \$	3,813,890 \$	3,895,062 \$	3,977,857 \$	4,464,243	\$ 34,510,895
Non-Capturable Millages ⁵	Millage Rate																	
School Debt Service - Summer	1.7000		- \$	418 \$	4,005 \$	18,741 \$	37,899 \$	38,669 \$	39,455 \$	40,257 \$	41,074 \$	41,908 \$	42,759 \$	43,627 \$	44,513 \$	45,415 \$	64,815	\$ 438,740
School Debt Service - Winter	1.7000	\$	- \$	418 \$	6,718 \$	32,308 \$	149,151 \$	174,342 \$	178,085 \$	181,903 \$	185,797 \$	189,770 \$	193,822 \$	197,955 \$	202,171 \$	206,470 \$	230,942	\$ 1,898,910
Debt SVCS STR	0.7355		- \$	181 \$	4,445 \$	21,675 \$	127,648 \$	152,403 \$	155,700 \$	159,063 \$	162,494 \$	165,993 \$	169,563 \$	173,203 \$	176,916 \$	180,704 \$	194,169	\$ 1,649,988
Wayne County Zoo	0.0992	· · · · · · · · · · · · · · · · · · ·	- \$	24 \$	1,408 \$	6,964 \$	50,345 \$	60,955 \$	62,281 \$	63,632 \$	65,011 \$	66,418 \$	67,852 \$	69,315 \$	70,807 \$	72,330 \$	75,657	\$ 657,342
Wayne County DIA	0.1986	· · · · · · · · · · · · · · · · · · ·	- \$	49 \$	626 \$	2,982 \$	10,920 \$	12,435 \$	12,699 \$	12,968 \$	13,244 \$	13,524 \$	13,811 \$	14,102 \$	14,400 \$	14,703 \$	17,265	\$ 136,463
Total Non-Capturable Tax	es 4.4333	\$	- \$	1,089 \$	17,202 \$	82,670 \$	375,963 \$	438,804 \$	448,220 \$	457,823 \$	467,620 \$	477,613 \$	487,807 \$	498,202 \$	508,807 \$	519,622 \$	582,848	\$ 4,781,442
																		1
Total Millage Ra	te 62.5968																	1
		Calendar Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
		Gross DDA New Capture \$	- \$	6,831 \$	65,488 \$	294,343 \$	595,206 \$	607,308 \$	619,655 \$	632,241 \$	645,087 \$	658,187 \$	671,546					\$ 4,795,892
		(Less \$50,000/YR) \$	- \$	6,831 \$	50,000 \$	50,000 \$	50,000 \$	50,000 \$	50,000 \$	50,000 \$	132,868			_				\$ 439,699
		Net DDA Contribution \$	- \$	- \$	15,488 \$	244,343 \$	545,206 \$	557,308 \$	569,655 \$	582,241 \$	512,219 \$	- \$	- \$	- \$	-			\$ 3,026,460
		Total Non-DDA Local TIR \$	- \$	1,563 \$	66,644 \$	328,404 \$	2,259,275 \$	2,726,938 \$	2,786,167 \$	2,561,918 \$	2,382,020 \$	2,228,285 \$	2,276,368 \$	3,100,548 \$	3,167,247			1
		Total TIR from School Taxes \$	<u>-</u> <u>\$</u>	5,897 \$	113,827 \$	393,781 \$	761,280 \$	855,160 \$	873,435 \$	802,871 \$	819,984 \$	697,867 \$	712,705 \$	970,451 \$	991,035			1
		Total Revenue \$	- \$	7,460 \$	195,959 \$	966,528 \$	3,565,761 \$	4,139,406 \$	4,229,257 \$	3,947,031 \$	3,714,222 \$	2,926,152 \$	2,989,073 \$	4,070,999 \$	4,158,282			1
		DDA as % of Total		0%	8%	25%	15%	13%	13%	15%	14%	0%	0%	0%	0%			1
		DDA as % of Non-School		0%	19%	43%	19%	17%	17%	19%	18%	0%	0%	0%	0%			
		Projected Revenue to DDA \$	5,665 \$	12,496 \$	55,665 \$	55,665 \$	55,665 \$	55,665 \$	55,665 \$	55,665 \$	138,533 \$	663,852 \$	677,211 \$	690,842 \$	704,744 \$	748,241 \$	1,065,445	\$ 5,041,018
	1	0%/25% Revenue in 2030-2033							\$	376,465 \$	384,581 \$	982,148 \$	1,003,259					



TABLE 3 Reimbursement Projections

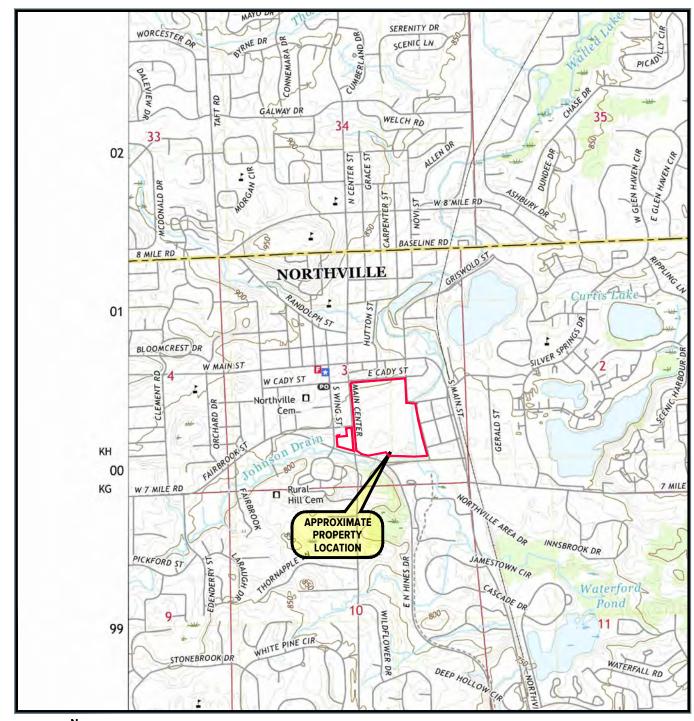
Northville Downs Northville, Michigan 9/14/2023

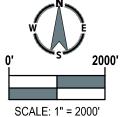
Developer Maximum Reimbursement	Proportionality	Sc	hool & Local Taxes	Loc	cal-Only Taxes	Total	Estimated Capture	
State	14.7%	\$	2,607,478	\$	-	\$ 2,607,478	Administrative Fees	\$ 564,444
Local	85.3%	\$	15,180,383	\$	=	\$ 15,180,383	State Revolving Fund	\$ 1,699,576
TOTAL		\$	17,787,861	\$	-	\$ 17,787,861	LBRF	\$ 1,000,000
EGLE								
MSF								

Plan Year				1		2		3		4		5		6		7		8		9		
Calendar Year			20	- 023		2024		2025		2026		2027		2028		2029		2030		2031		TOTAL
Total State Incremental Revenue			\$	_	\$	5,897	\$	113,827	\$	393,781	\$	761,280	\$	855,160	\$	873,435	\$	802,871	\$	819,984	\$	4,626,235
State Brownfield Revolving Fund (50% of SET)			\$	_	\$	737	\$	14,229	\$	71,142	\$	292,093	\$	337,148	\$	344,364	\$	316,553	\$	323,310	\$	1,699,576
State TIR Available for Reimbursement			\$	-	\$	5,160	\$	99,599	\$	322,639	\$	469,188	\$	518,012	\$	529,071	\$	486,318	\$	496,674		2,926,661
Total Local Incremental Revenue			\$	-	\$	8,394	\$	132,132	\$	634,847	\$	2,878,948	\$	3,359,210	\$	3,431,294	\$	3,217,550	\$:	3,286,329	\$	16,948,704
BRA Administrative Fee (5%)			\$	-	\$	715	\$	12,298	\$	51,431	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	100,000	\$	564,444
Local TIR Available for Reimbursement			\$	-	\$	7,679	\$	119,834	\$	583,416	\$	2,778,948	\$	3,259,210	\$	3,331,294	\$	3,117,550	\$:	3,186,329	\$	16,384,260
Total State & Local TIR Available			\$	-	\$	12,839	\$	219,433	\$	906,055	\$	3,248,136	\$	3,777,222	\$	3,860,365	\$	3,603,868	\$ 3	3,683,003	\$	19,310,921
		Total																				
	D.	alance																				
	D.	alatice																				
Developer Reimbursement Balance (end of year)		17,787,861	\$ 17,	787,861	\$	17,787,861	\$	17,775,294	\$.	17,002,893	\$	13,804,757	\$	10,077,535	\$	6,267,170	\$	2,713,302	\$	-		
Developer Reimbursement Balance (end of year)			\$ 17,2	787,861	\$	17,787,861	\$	17,775,294	\$.	17,002,893	\$	13,804,757	\$	10,077,535	\$	6,267,170	\$	2,713,302	\$	-	-	
Developer Reimbursement Balance (end of year) Eligible Activity Costs	\$				\$		\$	12,567		772,401		3,198,136		3,727,222		3,810,365	\$	2,713,302 3,553,868		2,713,302	\$	17,787,861
	\$	17,787,861					_				\$		\$		\$		\$		\$.	2,713,302 365,904	\$	17,787,861 2,607,478
Eligible Activity Costs	\$	17,787,861					_		\$	772,401	\$	3,198,136	\$	3,727,222	\$	3,810,365	\$	3,553,868	<i>\$</i> .		\$ \$	
Eligible Activity Costs State Tax Reimbursement	\$ \$ \$	17,787,861 17,787,861 2,607,478					_		<i>\$</i>	772,401 238,985	\$ \$	<i>3,198,136</i> 469,188	\$ \$ \$	3,727,222 518,012	\$	<i>3,810,365</i> 529,071	\$	3,553,868 486,318	\$. \$ \$	365,904	\$ \$ \$ \$	2,607,478
Eligible Activity Costs State Tax Reimbursement Local Tax Reimbursement (City, Non-DDA)	\$ \$ \$ \$	17,787,861 17,787,861 2,607,478 5,163,380	\$				_		<i>\$</i>	772,401 238,985 106,589	\$ \$ \$	3,198,136 469,188 916,109	\$ \$ \$ \$	3,727,222 518,012 1,125,909	\$ \$ \$	3,810,365 529,071 1,151,373	\$ \$ \$	3,553,868 486,318 1,055,364	\$. \$ \$ \$ \$	365,904 808,036	\$ \$ \$ \$	2,607,478 5,163,380
State Tax Reimbursement Local Tax Reimbursement (City, Non-DDA) Local Tax Reimbursement (Non-City, Non-DDA))	\$ \$ \$ \$	17,787,861 17,787,861 2,607,478 5,163,380 7,082,720	\$		\$		\$	12,567	\$ \$ \$ \$	772,401 238,985 106,589 204,050	\$ \$ \$ \$	3,198,136 469,188 916,109 1,267,633	\$ \$ \$ \$ \$	3,727,222 518,012 1,125,909 1,525,993	\$ \$ \$ \$	3,810,365 529,071 1,151,373 1,560,266	\$ \$ \$ \$	3,553,868 486,318 1,055,364 1,429,945	\$. \$ \$ \$ \$	365,904 808,036 1,094,833	\$ \$ \$ \$ \$	2,607,478 5,163,380 7,082,720
Eligible Activity Costs State Tax Reimbursement Local Tax Reimbursement (City, Non-DDA) Local Tax Reimbursement (Non-City, Non-DDA)) DDA Contribution	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	17,787,861 17,787,861 2,607,478 5,163,380 7,082,720	\$ \$ \$ \$ 17,	- - 787,861	\$	- 17,787,861	\$	12,567	\$ \$ \$ \$ \$	772,401 238,985 106,589 204,050 222,777	\$ \$ \$ \$ \$	3,198,136 469,188 916,109 1,267,633 545,206	\$ \$ \$ \$ \$ \$	3,727,222 518,012 1,125,909 1,525,993 557,308	\$ \$ \$ \$ \$	3,810,365 529,071 1,151,373 1,560,266 569,655	\$ \$ \$ \$ \$	3,553,868 486,318 1,055,364 1,429,945 582,241 2,713,302	\$. \$ \$ \$ \$	365,904 808,036 1,094,833	\$ \$ \$ \$	2,607,478 5,163,380 7,082,720
State Tax Reimbursement Local Tax Reimbursement (City, Non-DDA) Local Tax Reimbursement (Non-City, Non-DDA)) DDA Contribution Total Reimbursement Balance	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	17,787,861 17,787,861 2,607,478 5,163,380 7,082,720 2,934,283	\$ \$ \$ \$ 17,	- - 787,861	\$ \$	- 17,787,861	\$ \$	12,567 12,567 17,775,294	\$ \$ \$ \$ \$	772,401 238,985 106,589 204,050 222,777 17,002,893	\$ \$ \$ \$ \$	3,198,136 469,188 916,109 1,267,633 545,206 13,804,757	\$ \$ \$ \$ \$ \$	3,727,222 518,012 1,125,909 1,525,993 557,308 10,077,535	\$ \$ \$ \$ \$	3,810,365 529,071 1,151,373 1,560,266 569,655 6,267,170	\$ \$ \$ \$ \$	3,553,868 486,318 1,055,364 1,429,945 582,241 2,713,302	\$. \$ \$ \$ \$	365,904 808,036 1,094,833 444,528	\$ \$ \$ \$	2,607,478 5,163,380 7,082,720 2,934,283
State Tax Reimbursement Local Tax Reimbursement (City, Non-DDA) Local Tax Reimbursement (Non-City, Non-DDA)) DDA Contribution Total Reimbursement Balance Total Annual Developer Reimbursement ²	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$	17,787,861 17,787,861 2,607,478 5,163,380 7,082,720 2,934,283	\$ \$ \$ \$ 17,	- - 787,861	\$ \$ \$	- 17,787,861	\$ \$	12,567 12,567 17,775,294	\$ \$ \$ \$ \$ \$	772,401 238,985 106,589 204,050 222,777 17,002,893	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,198,136 469,188 916,109 1,267,633 545,206 13,804,757 3,198,136	\$ \$ \$ \$ \$ \$	3,727,222 518,012 1,125,909 1,525,993 557,308 10,077,535	\$ \$ \$ \$ \$	3,810,365 529,071 1,151,373 1,560,266 569,655 6,267,170	\$ \$ \$ \$ \$	3,553,868 486,318 1,055,364 1,429,945 582,241 2,713,302	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	365,904 808,036 1,094,833 444,528	\$ \$ \$ \$ \$	2,607,478 5,163,380 7,082,720 2,934,283 - 17,787,861
Eligible Activity Costs State Tax Reimbursement Local Tax Reimbursement (City, Non-DDA) Local Tax Reimbursement (Non-City, Non-DDA)) DDA Contribution Total Reimbursement Balance Total Annual Developer Reimbursement ² LOCAL BROWNFIELD REVOLVING FUND	\$ \$ \$ \$ \$ \$ \$ \$ \$	17,787,861 17,787,861 2,607,478 5,163,380 7,082,720 2,934,283	\$ \$ \$ 17,\$	787,861	\$ \$ \$ \$	- 17,787,861	\$ \$	12,567 12,567 17,775,294 12,567	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	772,401 238,985 106,589 204,050 222,777 17,002,893	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	3,198,136 469,188 916,109 1,267,633 545,206 13,804,757 3,198,136	\$ \$ \$ \$ \$ \$	3,727,222 518,012 1,125,909 1,525,993 557,308 10,077,535	\$ \$ \$ \$ \$	3,810,365 529,071 1,151,373 1,560,266 569,655 6,267,170	\$ \$ \$ \$ \$	3,553,868 486,318 1,055,364 1,429,945 582,241 2,713,302 3,553,868	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	365,904 808,036 1,094,833 444,528 - 2,713,302	\$ \$ \$ \$ \$	2,607,478 5,163,380 7,082,720 2,934,283

APPENDIX C

SITE MAPS AND LEGAL DESCRIPTIONS DESCRIBED IN SECTION III(G) OF THIS PLAN





Base map obtained from USGS Store

USGS QUADRANGLE(s) REFERENCED

NORTHVILLE, MICHIGAN

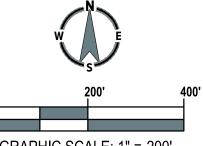
No.	Revision Date	Date	01/13/2022
		Drawn By	CRC
		Designed By	BS
		Scale	1" = 2000'
		Project 08	7377.00.001

TOPOGRAPHIC SITE LOCATION MAP NORTHVILLE DOWNS REDEVELOPMENT NORTHVILLE, MICHIGAN



Figure No. 1





GRAPHIC SCALE: 1" = 200' **LEGEND**

ADJACENT OR CONTIGUOUS PARCELS

FACILITY PARCELS

48004010183000 - 301 S CENTER STREET

2 48004010197003 - 301 S CENTER STREET

3 48004010187000 - 318 RIVER STREET

48004010194002 - 301 S CENTER STREET

5 48004010184000 - 301 S CENTER STREET

6 48004010186000 - 301 S CENTER STREET

48004010185000 - 301 S CENTER STREET

8 48004010182002 - 301 S CENTER STREET

9 48004010182001 - 301 S CENTER STREET

0 48004020072002 - 301 S CENTER STREET

1 48004010181000 - 301 S CENTER STREET

12 48004010178000 - 301 S CENTER STREET

3 48004010177002 - 301 S CENTER STREET

4 48004010177001 - 301 S CENTER STREET

48004010176000 - E CADY STREET VACANT

16 48004010175002 - E CADY STREET VACANT

48004010172302 - 118 E CADY STREET

8 48004010174002 - 301 S CENTER STREET

19 48003030219000 - S CENTER STREET VACANT

48003030220000 - 301 S CENTER STREET

1 48003030226001 - 301 S CENTER STREET

22 48003030223000 - 105 FAIRBROOK STREET

48003030224000 - 109 FAIRBROOK STREET

48004020073000 - 341 BEAL STREET

NOTE:

- BASE DRAWING INFORMATION PROVIDED FROM A NORTHVILLE DOWNS PRE APP SITE PLAN TITLED PRE-APPLICATION SITE PLAN; PREPARED BY SEIBER, KEAST ENGINEERING, L.L.C. (SHEET 5); DATED 06-25-2021.
- 2. AERIAL IMAGE PROVIDED FROM GOOGLE EARTH PRO WITH AN IMAGE DATE OF 03/19/2021.



Project

NORTHVILLE DOWNS REDEVELOPEMENT

Project Location

NORTHVILLE, MICHIGAN

Sheet Name

ELIGIBLE PROPERTY BOUNDARY MAP

No.	Revision Date
ate	01/13/2022
ADD	CRC
:-	

BS

AS NOTED

Project 087377.00.001

Figure No.

2

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 11" X 17"
AND WILL SCALE INCORRECTLY IF PRINTED ON ANY
OTHER SIZE MEDIA

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR
CONSENT OF SME

\\Sme-inc\pz\WIP\087377.00\CAD\Design Files\ENV\Rev0\087377.0

3:01am - cindy.rocha-ceron

.

OVERALL PARCEL:

PART OF LOT 72, ALL OF LOTS 73-78, PART OF LOT 79, ALL OF LOTS 80-81, AND PART OF LOT 82 OF "ASSESSOR'S NORTHVILLE PLAT NO. 1", AS RECORDED IN LIBER 66 OF PLATS, PAGE 45, WAYNE COUNTY RECORDS; ALSO PART OF LOT 171 AND ALL OF LOTS 172-196 AND PART OF LOT 197 OF "ASSESSOR'S NORTHVILLE PLAT NO. 2", AS RECORDED IN LIBER 66 OF PLATS, PAGE 44, WAYNE COUNTY RECORDS; ALSO ALL OF THAT PART VACATED CHURCH STREET AND VACATED BEAL AVENUE AS VACATED PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS;

ALL OF THE AFOREMENTIONED BEING MORE PARTICULARLY DESCRIBED AS:

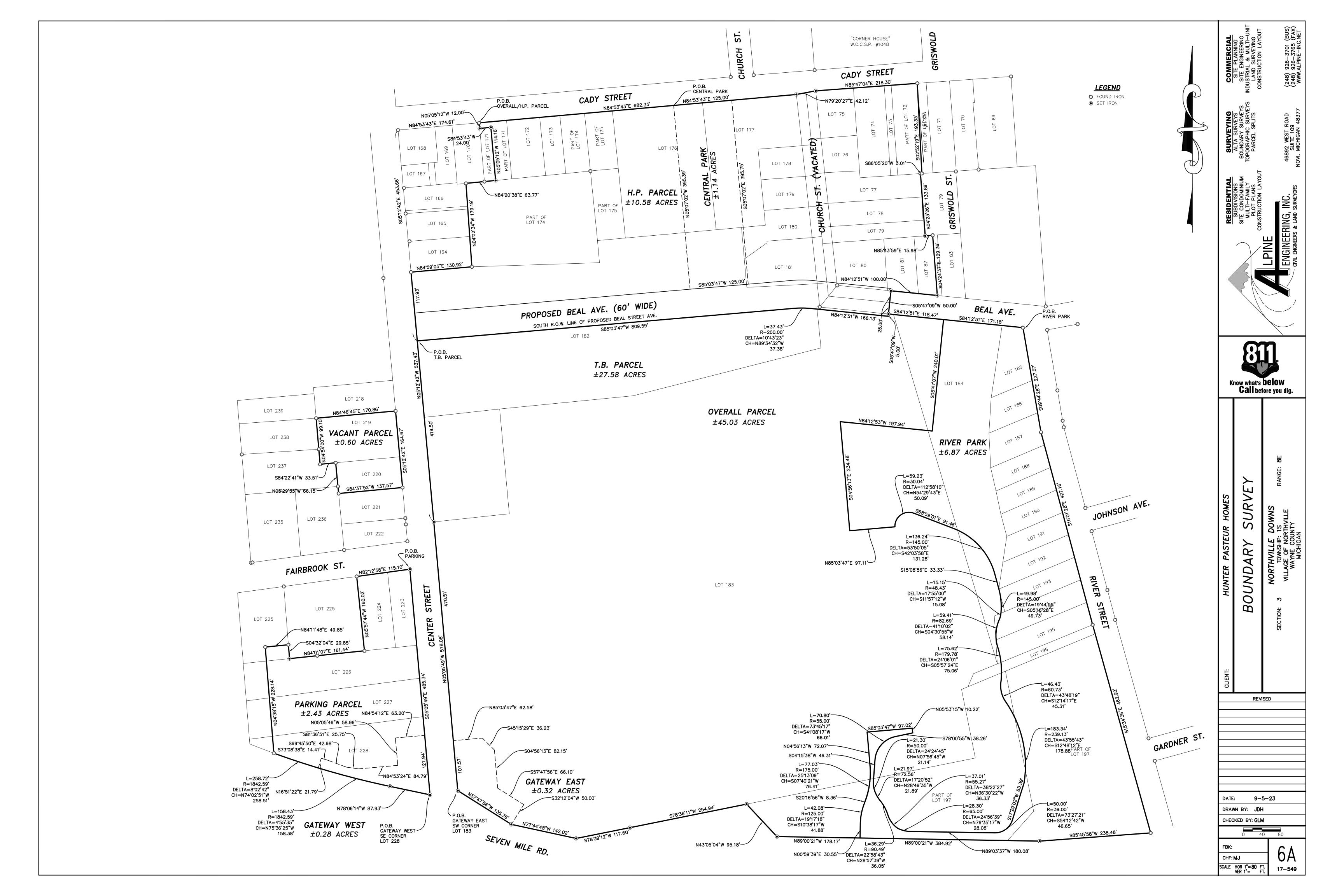
COMMENCING AT THE NORTHWEST CORNER OF LOT 168 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO.2"; THENCE N84°53'43"E 174.61 FEET ALONG THE SOUTH LINE OF CADY STREET (50 FEET WIDE) TO THE NORTHWEST CORNER OF LOT 171 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2" FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF SAID CADY STREET THE FOLLOWING THREE (3) COURSES; 1) N84°53'43"E 682.35 FEET, 2) N79°20'27"E 42.12 FEET, AND 3) N85°47'04"E 218.30 FEET; THENCE ALONG THE WESTERLY LINE OF GRISWOLD STREET (VARIABLE WIDTH) THE FOLLOWING FIVE (5) COURSES; 1) S02°52'19"E 193.33 FEET, 2) S86°05'20"W 3.01 FEET, 3) S04°23'26"E 133.89 FEET, 4) N85°43'59"E 15.98 FEET, AND 5) S04°24'37"E 129.36 FEET; THENCE N84°12'51"W 100.00 FEET ALONG THE NORTH LINE OF BEAL AVENUE (50 FEET WIDE); THENCE S05°47'09"W 50.00 FEET ALONG THE EASTERLY LINE OF THAT PORTION OF VACATED BEAL AVENUE PER RESOLUTION RECORDED IN LIBER 20023, PAGE 101, WAYNE COUNTY RECORDS; THENCE S84°12'51"E 289.65 FEET ALONG THE SOUTH LINE OF SAID BEAL AVENUE; THENCE ALONG THE WEST LINE OF RIVER STREET THE FOLLOWING THREE (3) COURSES: 1) S09°44'28"E 227.57 FEET, 2) S15°01'28"E 427.16 FEET, AND 3) S15°34'36"E 462.92 FEET; THENCE S85°45'58"W 238.48 FEET; THENCE N89°00'21"W 563.09 FEET; THENCE N43°05'04"W 95.18 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 183 THE FOLLOWING FOUR (4) COURSES: 1) S78°36'11"W 254.94 FEET, 2) S78°39'12"W 117.60 FEET, 3) N77°44'48"W 142.02 FEET, AND 4) N57°47'56"W 135.76 FEET; THENCE N05°05'49"W 578.08 FEET ALONG THE EAST LINE OF CENTER STREET (60 FEET WIDE); THENCE NO5°12'42"W 537.43 FEET CONTINUING ALONG THE EAST LINE OF SAID CENTER STREET; THENCE N84°59'05"E 130.92 FEET ALONG THE SOUTH LINE OF LOT 164 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE NO4°02'34"W 179.19 FEET ALONG THE WEST LINE OF SAID LOT 174; THENCE N84°20'38"E 63.77 FEET ALONG THE SOUTH LINE OF LOTS 170 AND 171 OF SAID "ASSESSOR'S NORTHVILLE PLAT NO. 2"; THENCE NO5°05'12"W 114.16 FEET; THENCE S84°53'43"W 24.00 FEET; THENCE N05°05'12"W 12.00 FEET ALONG THE WEST LINE OF SAID LOT 171 TO THE POINT OF BEGINNING.

PARKING PARCEL:

LOT 223, LOT 224, PART OF LOT(S) 225, 226, 227, AND 228 OF "ASSESSOR'S NORTHVILLE PLAT NO. 3", AS RECORDED IN LIBER 66 OF PLATS, PAGE 43, WAYNE COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 223; THENCE S05°05'49"E 485.34 FEET ALONG THE WEST LINE OF CENTER STREET; THENCE N78°06'14"W 87.93 FEET ALONG THE NORTH LINE OF EDWARD HINES DRIVE; THENCE CONTINUING ALONG THE NORTH LINE OF SAID EDWARD HINES DRIVE, 258.72 FEET ALONG A 1842.59 FOOT CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 08°02'42", AND A CHORD WHICH BEARS N74°02'51"W 258.51 FEET; THENCE N04°38'15"W 228.14 FEET ALONG THE EAST LINE OF SOUTH WING STREET; THENCE N84°11'48"E 49.85 FEET; THENCE S04°32'04"E 29.85 FEET; THENCE N84°01'07"E 161.44 FEET ALONG THE NORTH LINE OF SAID LOT 226; THENCE N05°57'44"W 160.02 FEET ALONG THE WEST LINE OF SAID LOT 224; THENCE N82°12'58"E 115.10 FEET ALONG THE SOUTH LINE OF FAIRBROOK STREET TO THE POINT OF BEGINNING.

VACANT PARCEL:

LOT 219 AND LOT 220 OF "ASSESSOR'S NORTHVILLE PLAT NO. 3", AS RECORDED IN LIBER 66 OF PLATS, PAGE 43, WAYNE COUNTY RECORDS, CITY OF NORTHVILLE, WAYNE COUNTY, MICHIGAN.



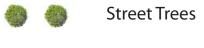
APPENDIX DPROJECT CONCEPTUAL DRAWINGS



NOTE KEY

- 1 Parking / Plaza at Central Park
- 2 Existing Pedestrian Connection to Downtown
- 3 Existing Substation
- 4 Mid-Block Pedestrian Connectors
- 5 Pedestrian Promenade
- 6 Pedestrian Connection to Hines Park Trailhead
- 7 Seven Mile Gateway
- 8 Existing Wooded Area and Stream
- 9 Pocket Parks
- ① Conceptual Location of New River Course
- 11 Tiered Central Park 12 Native Planted Side Slopes
- ① Dense Tree Buffer
- 14) River Park To be Designed at a Later Date
- (15) Existing Underground Stream Culvert
- 16 Meadow Planting and Pond Edge Planting Around Detention Pond
- 17 Proposed Roundabout
- 18 Detention Pond
- 19 Forebay
- 20 Pedestrian Connection to Neighborhoods
- 21 Pedestrian Bridge

LEGEND





Deciduous Trees



Evergreen Trees



Flowering Trees

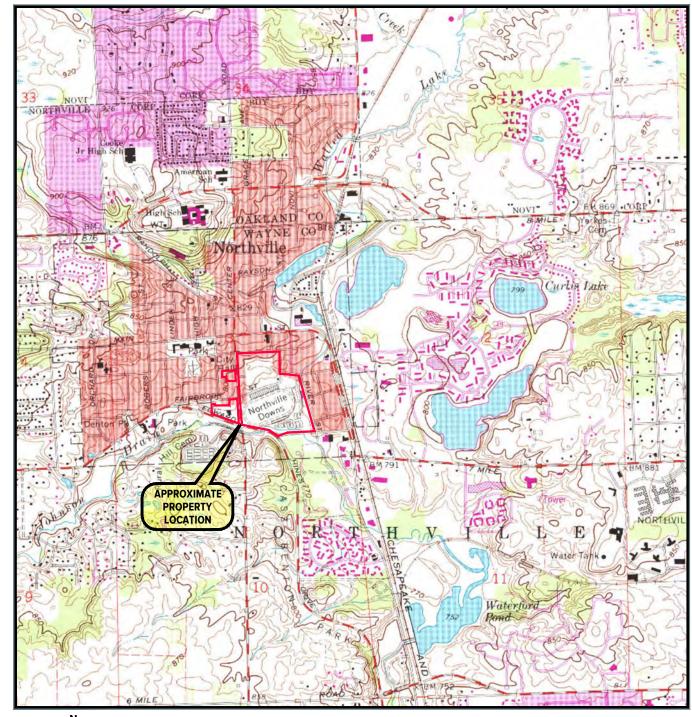


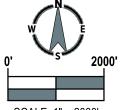
Landscape Areas



Limit of River Embankment

APPENDIX ESUPPLEMENTAL MATERIAL





Base map obtained from USGS Store

USGS QUADRANGLE(s) REFERENCED

NORTHVILLE (MI) 1969

SCALE: 1" = 2000'

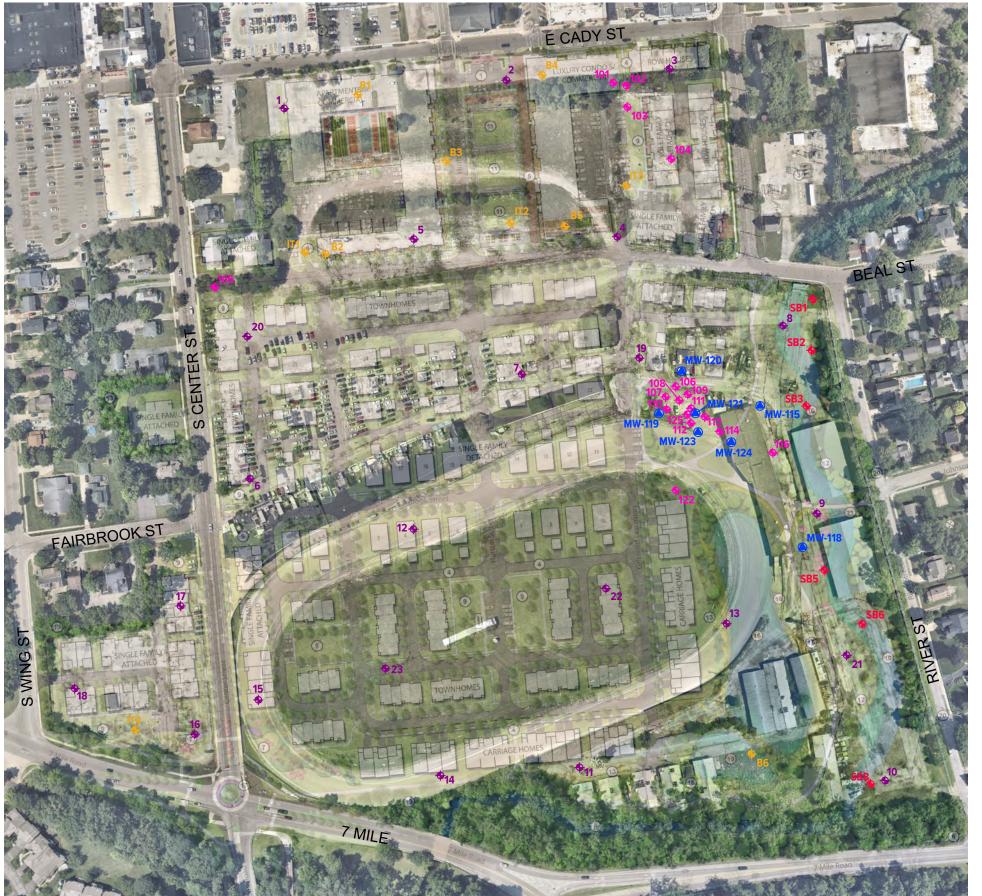
No.	Revision Date	Date	08-16-2022
		Drawn By	MNR
		Designed By	МН
		Scale	1" = 2000'
		Project	087737.00

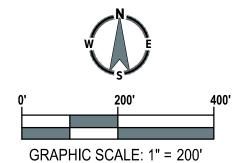
PROPERTY LOCATION MAP
NORTHVILLE DOWNS REDEVELOPMENT
NORTHVILLE, MICHIGAN



Figure No. 1







LEGEND



APPROXIMATE SME SOIL BORING LOCATION (SME PROJECT NO. 087737.00)



APPROXIMATE SME BORING LOCATION (SME PROJECT NO. 087737.02)



APPROXIMATE MCDOWELL BORING LOCATION (GEOTECHNICAL)



LOCATION (ENVIRONMENTAL) APPROXIMATE MCDOWELL

MONITORING WELL LOCATION

APPROXIMATE MCDOWELL SOIL BORING



Project

NORTHVILLE DOWNS REDEVELOPMENT

Project Location

NORTHVILLE, **MICHIGAN**

Sheet Name

SAMPLE LOCATION DIAGRAM

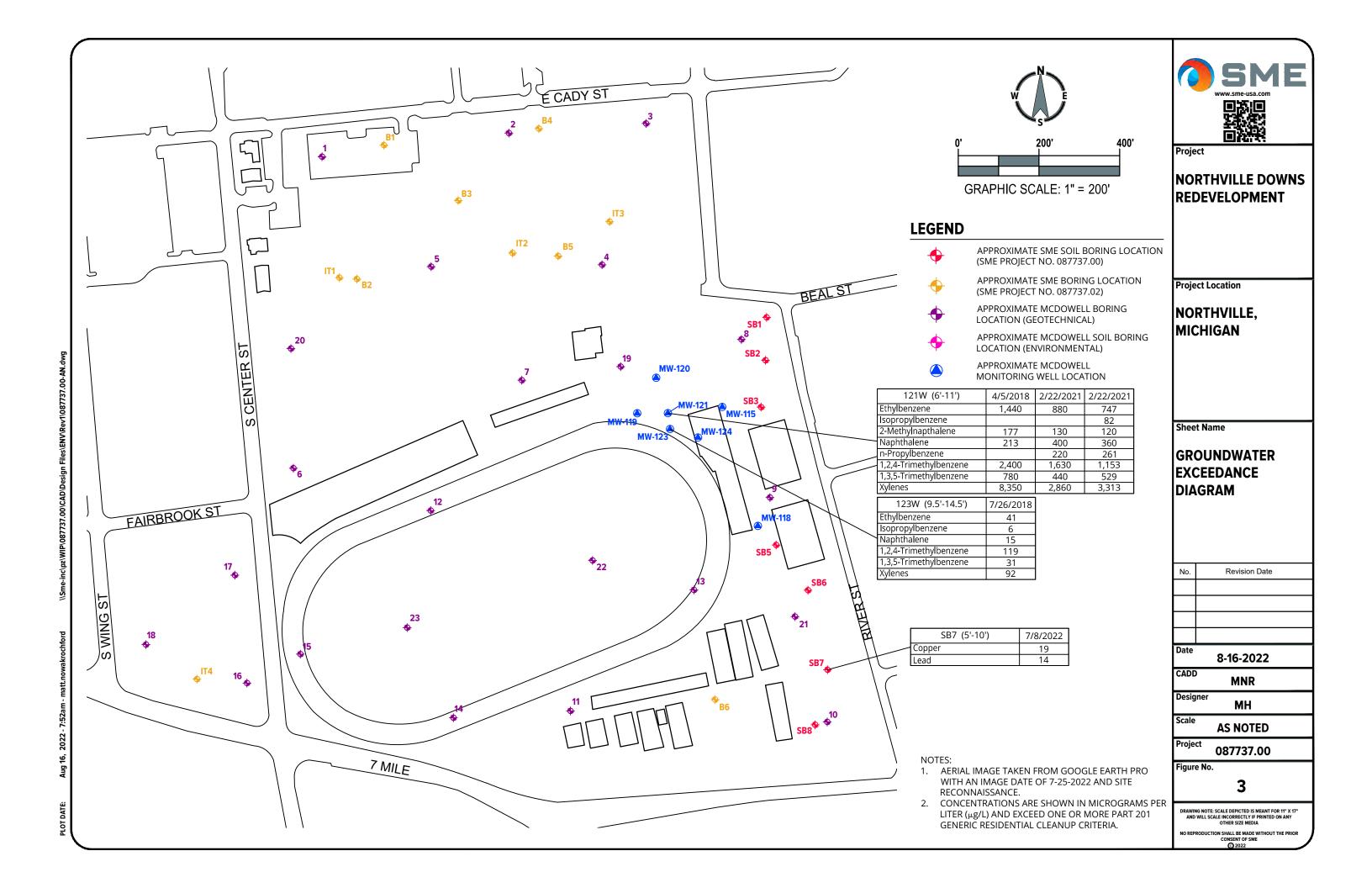
No.	Revision Date
Date	
Date	8-16-2022
CADD	8-16-2022 MNR
	MNR

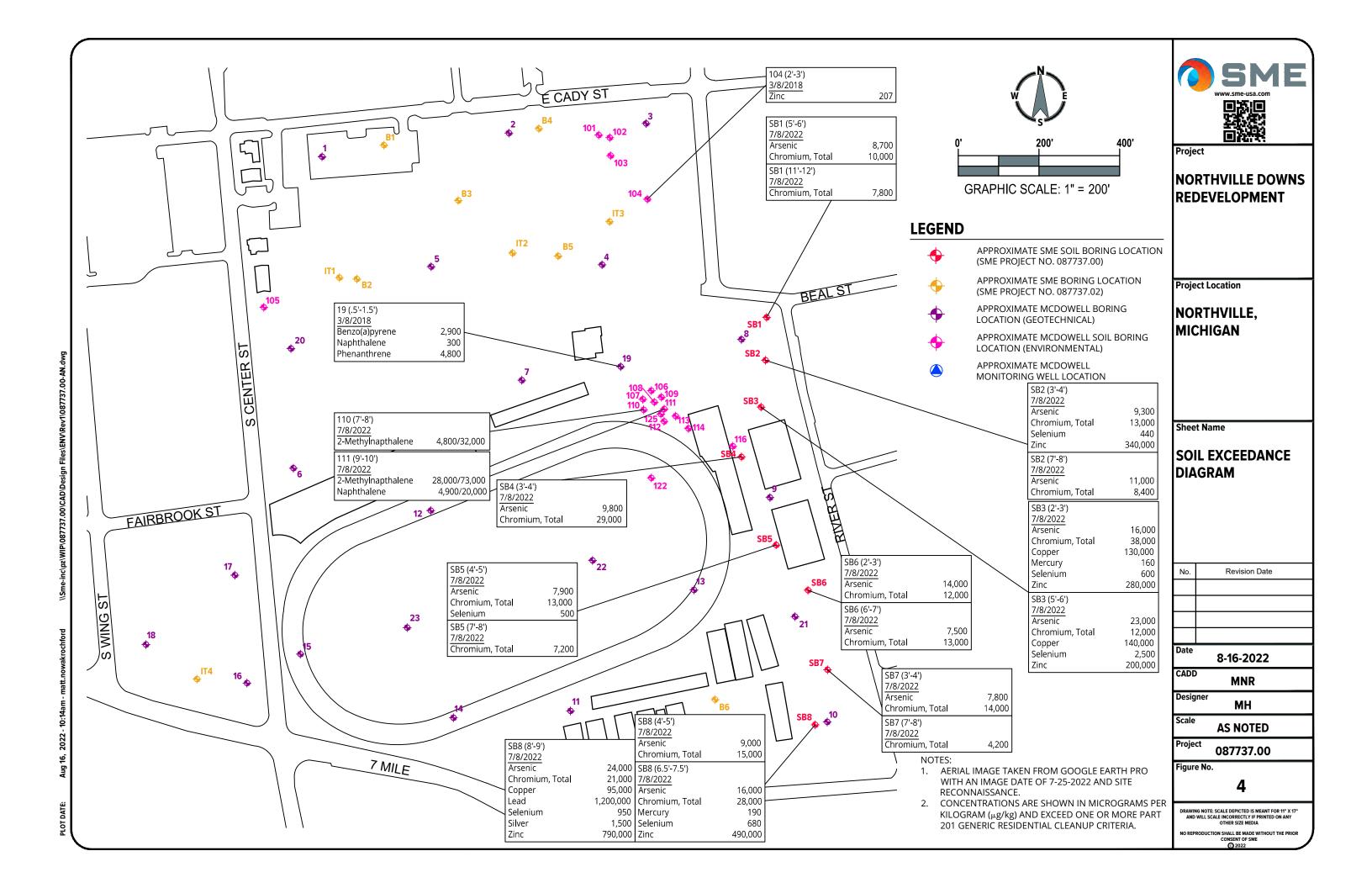
- AERIAL IMAGE TAKEN FROM GOOGLE EARTH PRO WITH AN IMAGE DATE OF 7-25-2022 AND SITE RECONNAISSANCE.
 BASE DRAWING INFORMATION TAKEN FROM A DRAWING TITLED "CONCEPTUAL LANDSCAPE PLAN"
- WITH A LATEST REVISION DATE OF 6/7/2022 PREPARED BY GRISSIM METZ ANDRIESE AND ASSOCIATES.

Figure No.

RAWING NOTE: SCALE DEPICTED IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

087737.00





STATE OF MICHIGAN

COUNTY OF OAKLAND

CITY OF NORTHVILLE

RESOLUTION APPROVING THE PROVISIONS OF A BROWNFIELD PLAN AS RECOMMENDED BY THE NORTHVILLE BROWNFIELD REDEVELOPMENT AUTHORITY FOR THE DOWNS REDEVELOPMENT PROJECT

RECITATIONS:

WHEREAS, the Northville City Council, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has established a Brownfield Redevelopment Authority, known as the City of Northville Brownfield Redevelopment Authority ("Authority") to facilitate the clean-up and redevelopment of Brownfields within the City of Northville; and

WHEREAS, the property described on the attached and incorporated Exhibit A (the "Property"), is property in the City of Northville considered "eligible property" as defined by Act 381, Section 2 because (a) the Property was previously utilized for commercial and residential purposes; (b) it is located within the City of Northville, which is not a Qualified Local Governmental Unit (Core Community) under Act 381; and (c) the Property parcels have been determined to be facilities or are adjacent or contiguous to a facility; and

WHEREAS, the Authority reviewed a Brownfield Plan with a Revision Date of November 15, 2022, for the Property, prepared by Soil and Materials Engineers on behalf of the applicant, Hunter Pasteur Northville LLC, ("Owner") for redevelopment of the Property, proposed as a residential and commercial mixed use development, on November 15, 2022; and

WHEREAS, on December 21, 2022, the Authority, pursuant to and in accordance with Section 13 of the Act, approved and recommended that the Northville City Council approve the Brownfield Plan as submitted in the December 21, 2022 meeting packet, to be carried out within the City of Northville, relating to the redevelopment of the Property; and

WHEREAS, that the draft approved by the Authority has been updated to reflect the 2023 taxable values as the initial taxable values, as required by PA 381, and that the tax projections have been adjusted to reflect that change and the Plan date has been updated to August 24, 2023 to reflect this change; and

WHEREAS, a portion of the Property is located in the City of Northville Downtown Development Authority (the "NDDA") district. The NDDA and Authority will consider approval of an Interlocal Agreement, authorized by the Urban Cooperation Act, PA 7 of 1967, Extra Session (Act 7), to transfer 100% of the NDDA Tax Increment Revenues for reimbursement of eligible activities as defined in the Plan with respect to that portion of the Property in the District, excepting the first cumulative \$300,000 of tax increment revenue captured under the Plan that is eligible to be deposited in the Local Brownfield Revolving Fund

and the DDA will retain the first \$50,000 a year generated from the Property in the Downtown District. The Interlocal Agreement will be required prior to implementation of the Brownfield Plan.
WHEREAS , on, 2023, the Northville City Council held a public hearing regarding the Plan in accordance with Section 14 of the Act, providing all interested persons an opportunity to be heard, and considering all written communications on the Plan that were received for the hearing.
NOW THEREFORE BE IT RESOLVED THAT , the Northville City Council hereby approves the provisions and implementation of the Plan and finds that the Plan constitutes a public purpose, with the date of this Resolution to be the Effective Date of the Plan.
BE IT FURTHER RESOLVED THAT the Northville City Council hereby finds that:
(a) The Plan meets the requirements of Sections 13 and 13b of the Act;
(b) The proposed method of financing the costs of eligible activities is feasible and the Authority has the ability to arrange the financing, it being understood that the Owner is providing all required financing;
(c) The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of the Act; and
(d) The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.
BE IT FURTHER RESOLVED THAT should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
BE IT FURTHER RESOLVED THAT all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
AYES: NAYS: ABSTENTIONS: ABSENT:
CERTIFICATION
I hereby certify that the foregoing Resolution was adopted by the City Council of the City of Northville at a meeting duly called and held on, 2023.
CITY OF NORTHVILLE
By: MICHAEL SMITH, CLERK

47695984.1 2

47695984.1

CITY OF NORTHVILLE CITY COUNCIL REGULAR MEETING SEPTEMBER 7, 2023

Mayor Turnbull Called the meeting to order with the Pledge of Allegiance at 7PM in the City of Northville Municipal Building-Council Chambers, 215 W. Main Street, Northville Michigan, 48167.

PRESENT: Mayor Turnbull, Mayor Pro Tem Moroski-Browne, Councilmember Krenz, and

Councilmember Price.

ABSENT: Councilmember Carter

ALSO PRESENT: City Manager George Lahanas, Deputy City Clerk Evan Milan, Finance

Director/Treasurer Sandi Wiktorowski, DPW Director Mike Domine, and City

Attorney Anthony Chubb.

There were also two people present via Zoom and in person.

APPROVAL OF THE AGENDA:

CM 23-09-094 Motion to approve the following Agenda as amended with moving Section 7A:
Ordinance Amendment / Article VI Installation & Maintenance / Grease
Interceptors; Discharge Prohibitions / second reading – to the September 18, 2023
Regular Council meeting and the Consent Agenda as amended below

A. Approve City Council Minutes of:

Regular Meeting of August 21, 2023 Move to regular agenda 9D Special Meeting of August 24, 2023 Closed Session of August 24, 2023

- B. Received Bills List: Week of August 21, 2023
- C. Received Board and Commission Minutes: None
- D. Received Departmental Reports: None
- E. Board and Commission Appointments: None
- F. Special Events Request / Northville High School Homecoming Parade
- G. Special Event Request / Victorian Festival
- H. Special Event Request / 3rd Grade Victorian Activities

MOVED BY MOROWSKI-BROWNE, SECONDED BY PRICE MOTION CARRIED UNANIMOUSLY

PRESENTATIONS:

A. <u>CITIZENS COMMENTS:</u>

Mayor Turnbull read a statement informing those present that the City Council meeting is being live-streamed as a hybrid meeting option for public participants and recorded for rebroadcast on the City's website. Members of the public may participate during the live stream as if physically present at the meeting. By remaining at the meeting, consent is inferred by those present to have their voice and image recorded and posted on the City's website.

For the public participating virtually, it was explained how to raise your hand and participate.

PUBLIC COMMENT:

There was no one present who wished to speak.

PUBLIC HEARINGS: None

PETITIONS, REQUESTS, AND COMMUNICATIONS: None

RESOLUTIONS AND ORDINANCES: None

UNFINISHED BUSINESS: None

NEW BUSINESS:

A. Proposed Cost Allocation Plan

BACKGROUND: City Staff has solicited proposals for a cost allocation plan. A cost allocation plan is a well-documented and defensible plan to recover indirect administrative costs. For many years, there has been an overhead charge from the General Fund to several other funds.

The documentation of those calculations precedes my time at the City. Since then, it has had inflationary increases each year.

In the current City budget, it is difficult to find the full cost of some items as they are spread among multiple departments and/or funds. Administrative salaries are spread among multiple departments. If you wanted to know the personnel costs for a specific department, you would need to add up a portion of specific wage line items spread among multiple areas of the budget document.

ANALYSIS: The cost allocation plan will analyze FY23 actual data. This data will be used as the cost recovery basis in the FY25 budget. It will identify specific dollars in the General Fund to allocate among relevant departments within the General Fund as well as other Funds.

Proposals were received from three firms as shown below.

Name of Firm	Local Staff	Michigan Clients	Estimated Hours	Cost
Matrix Consulting Group	No – Texas	1	58	\$9,500 + \$1,500 travel for each visit
MGT of America Consulting	Yes – Bay City	50+ mostly counties	60	\$12,000 not to exceed
Municipal Analytics	Yes – Ann Arbor	50+ mostly CVT's	80	\$11,750 + expenses, not to exceed \$12,250

After analyzing all three proposals and meeting with the two top firms, the Staff is recommending City Council approve the proposal from Municipal Analytics (attached). John Kaczor who prepared both the 2018 and 2023 financial prioritization plans would be the staff person assigned to this project. He already has familiarity with the City. Municipal Analytics has the highest not to exceed cost but does have the lowest hourly rate. Lastly, the final product will be Excel-based. This is a benefit to the City as Staff can then update the cost allocation plan annually, resulting in going-forward savings. The other top firm has proprietary software which means we would have to engage with them annually to update the plan.

BUDGET IMPACT: Based on the proposed scope of work outlined in the proposal, professional fees are estimated at \$11,750. Project-related expenses would be billed at actual cost, not to exceed \$500, for a total not to exceed \$12,250. This work is not included in the current year budget. Therefore, a budget amendment is required.

RECOMMENDATION: It is recommended that the Northville City Council approve the proposal by Municipal Analytics to develop a cost allocation plan for a not-to-exceed amount of \$12,250. Further, recommend approval of a budget amendment for the same amount in Finance Department contractual services from General Fund contingency.

Council Discussion:

- City Manager Lahanas made a statement to Council emphasizing the importance of adopting a Cost Allocation Plan to maintain orderly and sensible spending during a given fiscal Year.
- A statement was made on the importance of the proposed plan and acknowledged its aims in line
 with the presentation of the Strategic Financial plan as presented by James Vettraino and John
 Kaczor on June 22.
- It was asked how this Cost allocation plan would affect the way the budget is looked at. Additionally, it was asked whether this would make the budget information easier to view and increase transparency. Ms. Wiktorowski stated that the budget process will make the true costs of operation more accessible.

• It was stated that the concern is that this Cost Allocation Plan would only be based on FY 23. Ms. Wiktorowski stated that, though FY23 will primarily be used for analysis, some of the more unique aspects of the fiscal year will be taken into account to provide a more accurate projection for the following fiscal years.

CM 23-09-096

Move to approve the proposal by Municipal Analytics to develop a cost allocation plan for a not-to-exceed amount of \$12,250. Further, move to approve a budget amendment for the same amount in Finance Department contractual services from General Fund contingency

MOTION BY PRICE, SECONDED BY KRENZ MOTION CARRIED UNANIMOUS

B. Proposed Cemetery Purchase / Columbarium and Concrete Foundations

Background: During the FY2024 budget process, funding was approved for the Department of Public Works to purchase and install alternative burial options in Rural Hill Cemetery such as a columbarium. Columbarium has niches, or cremation niches, which are the compartments that hold a person's cremated remains. Many cemeteries offer columbarium niches, and in recent years City cemetery administration has received multiple requests for future considerations.

Analysis: City Staff have investigated many different options for a columbarium. Columbarium's come in many different designs, along with can be installed outside or inside. City staff have also visited local cemeteries that offer columbarium's to research the best option for Northville. Cemetery administration has located an area within the Cemetery to create a Rural Hill Columbarium area. This area is designed to construct many columbarium's along with benches for family and friends to visit. City staff have requested quotes from multiple vendors who have options similar to the concept cemetery administration has developed. Staff only received two (2) quotes:

Fenton Memorials \$44,490.00

Inch Memorials \$106,348.00

City staff have also requested quotes from local concrete contractors who are currently working for the City's annual sidewalk program and utility restoration.

Centro Construction \$14,300.00

K.D. Cement \$15,000.00

The columbarium's proposed will be constructed and installed by recommended Fenton Memorial in Spring of 2024. The foundation and viewing pad will be installed by recommended Centro Construction by Fall of 2023.

Budget Impact: Funding for this project is budgeted in the Cemetery Fund. No budget amendment is needed; however, the Cemetery Fee Schedule will need to be amended to include the following:

PURCHASE -COLUMBARIUM - (PER NICHE) CITY RESIDENT **NON-RESIDENT**

\$800.00 \$1600.00

OPEN AND CLOSING - COLUMBARIUM NICHE- (NO SERVICE ACCEPTED AFTER 3:30 P.M.)

WEEKDAYS	CITY RESIDENT	NON-RESIDENT
SERVICE ARRIVING BEFORE 3:00 P.M.	\$500.00	\$1080.00
SERVICE ARRIVING 3:00 P.M. TO 3:30P.M.	\$585.00	\$1450.00
SATURDAY/HOLIDAY		
SERVICE ARRIVING BEFORE 3:30 P.M.	\$675.00	\$1620.00

Recommendation: It is recommended that City Council award a contract to Fenton Memorials in amount not to exceed of \$44,490.00 for the construction and installation of columbariums in Rural Hill Cemetery and award concrete foundation installation to Centro Construction in amount not to exceed \$14,300.00. Its further recommended that the Cemetery Fee schedule be amended.

Council Discussion:

- A question was asked if there are accommodations made where flowers can be left at memorials in a way that is aesthetically pleasing. Mike Domine stated that there are memorial plaques that are made with options to accommodate flowers.
- A question was asked about what landscaping may be put in around the proposed Columbarium's. Mike Domine stated that the area of Rural Hill cemetery, in which the Columbarium's are intended to be placed, is a heavily wooded section of the cemetery, and landscaping is not advised.
- It was mentioned the growing movement toward incorporating columbarium's into cemeteries in surrounding communities.
- A question was asked for assurance that these columbarium's are a forward-looking solution to the growing reduction of space for monuments.

CM 23-09-097 Move that City Council award a contract to Fenton Memorials in an amount not to exceed \$44,490.00 for the construction and installation of columbarium's in Rural Hill Cemetery and award the concrete foundation installation to Centro Construction in an amount not to exceed \$14,300.00. I further move to approve the Cemetery Fee schedule to be amended

> MOTION BY KRENZ, SECONDED BY MOROWSKI-BROWNE MOTION CARRIED UNANIMOUSLY

C. <u>Proposed contract award / Downtown Road Bollard Installation</u>

Background: At the May 15, 2023 council meeting, City engineer consultants OHM was approved to design, assist in bidding documents, and provide construction engineering services for the installation of bollards for the street closures of two blocks of Downtown Northville.

In June of 2023 City Council, DDA, and Historical District Commission approved the design and purchase of 43 Ameristar retractable bollards. The bollards are 37" tall and 5" diameter. They manually retract to below the street surface when not in use and have a lift assist for raising. The ability to easily retract and raise the bollards allows for quick access to the streets for emergency vehicles and provides greater efficiency in opening and closing streets, saving time and cost versus removable bollards.

Analysis: On August 22, 2023, City staff and Engineers opened five (5) sealed bids for the installation of bollards. The proposed work includes the installation to be completed by November 1, 2023. The bids received are as follows:

American Fence	\$76,180.00
Allied Building Service	\$308,227.28
Decima	\$77,490.00
Industrial Fence	\$64,977.00
J. Ranck Electrical	\$110,600.00

City staff and OHM have reviewed all the proposed bids, and have performed the necessary reference communication. It's recommended Industrial Fence & Landscaping, Inc., located in Detroit, Michigan to be selected. They have provided several project references and received positive feedback regarding the contractor's ability to perform similar work.

Budget Impact: Funding for this will to be split between the City and DDA. There are funds available in the public improvement fund for the proposed purchase. A budget amendment will be required in the first quarter of FY24.

Recommendation: It is recommended that the Northville City Council award the installation of new bollards in Downtown to Industrial Fence & Landscaping, Inc. in the amount \$64,977.00 with 15% contingency for a total of \$74,723.55, and approve a budget amendment. It is further recommended that the Public Works Director be authorized to sign this purchase on behalf of the City.

Council Discussion:

- There was a voiced concern about water drainage and ice into the bollard sleeves. Mr. Domine stated that there will be drainage canals placed at the bottom of the bollard sleeves to drain any water. Additionally, drainage will be placed below the frost line, eliminating the concern of ice buildup through the colder months of the year.
- The Bollard company recommends Industrial Fence to perform the installation; However, Industrial Fence has never undertaken a bollard installation project, are there any concerns from DPW that this is the right choice? Mr. Domine assured the Council that Industrial Fence has a marked history of satisfactory work and that he has no concerns with the company performing the bollard installation for the City of Northville.
- The efforts were commended to the DPW for their efforts toward this project, additionally it was pointed out that this project is projected to come in under budget.

- A question of time to complete the project was raised, to which Mr. Domine stated that installation
 of the bollards is anticipated to take no longer than a two-week duration, completed in phases to
 ensure continued street access for emergency vehicles.
- November 1st is anticipated as the completion date for this project.
- It was asked that DPW consult with the events schedule for the area where the bollards would be installed, to ensure no conflict of times lines would exist.

CM 23-09-098 Move that the Northville City Council award the installation of new bollards in Downtown to Industrial Fence & Landscaping, Inc. in the amount of \$64,977.00 with 15% contingency for a total of \$74,723.55, and approve a budget amendment. I further move that the Public Works Director be authorized to sign this purchase on behalf of the City

MOTION BY MOROWSKI-BROWNE, SECONDED BY PRICE MOTION CARRIED UNANIMOUSLY

D. Amendment to Minutes of August 21, 2023 regular meeting

Mayor Pro Tem Moroski-Browne requested that the Minutes from August 21, 2023, on Page 2. The public comment section reflects the correct statement that Susan F Haifleigh made and changes the word from conscience to consensus.

CM 23-09-099 Motion to approve Minutes of August 21, 2023 as amended

MOTION BY MOROWSKI-BROWNE, SECONDED BY KRENZ MOTION CARRIED UNANIMOUSLY

E. Motion to enter closed session

CM 23-09-100 Move, pursuant to Section 8 (1) (e) of the Open Meetings Act, to enter closed session to consult with the city's attorney regarding trial or settlement strategy in connection with pending litigation in the case of MainCentre Apartments LP, and Singh II Limited Partnership v City of Northville

MOTION BY KRENZ, SECONDED BY MOROWSKI-BROWNE

ROLL CALL VOTE:

Mayor Turnbull: Aye

Mayor Pro Tem Morowski-Browne: Aye

Councilmember Krenz: Aye

Councilmember Price: Aye

ABSENT: Councilmember Carter

MOTION CARRIED UNANIMOUSLY.

The council entered a closed session at 7:42 PM

Council reconvened into open session at 8:00 PM

MAYOR AND COUNCIL COMMUNICATIONS

- Mayor Turnbull: Mentioned the newly placed historic pictures of Northville throughout City Hall.
- Councilmember Krenz: Mentioned that it was discovered that there are currently no ordnances
 in regards to rooftop/useable space above garages. Krenz urged the Council to consider a move
 toward making ordnances the address the related concerns. Additionally, mention was made of
 the progress of projects around town including, Yerkes construction, and the installation of new
 city signs.
- Mayor Pro Tem Moroski-Browne: Made an addition to the remarks of Councilmember Krenz, stating that there is a similar need to define porches and decks.

Being no further business to come before City Council, the meeting is adjourned.

MOTION BY KRENZ, SECONDED BY PRICE MOTION CARRIED UNANIMOUSLY

ADJOURNMENT: 8:05 PM					
ATTEST:					
Evan C. Milan					
Deputy City Clerk					
Brian P. Turnbull					
Mayor					

Draft Submitted: 9/15/2023

~ City of Northville ~

Council Communications

To: Mayor and City Council

From: Sandi Wiktorowski, Finance Director

Subject: Receive Bills List Reports for:

General Disbursement Account Check #121648 through #121719

Date: September 18, 2023

BACKGROUND: The City of Northville Finance Department processes accounts payable on a bi-weekly basis. Authorization for processing these payments is given by the respective Department Head and/or the City Manager. The Department Heads and/or City Manager are responsible for authorizing payments that are in accordance with 1) budgeted expenditures, and/or 2) policy (i.e. refunds), and/or 3) approved contracts. In addition, City Staff is responsible for adhering to the City's Purchasing Ordinance (Sections 2-181 through 2-187).

ANALYSIS: The following reports are attached for City Council to review.

- <u>Transfers By Letter of Authorization</u> (if any), which includes bank transfer date, fund charged, payee, purpose of bank transfer, and amount.
- <u>Payroll Checks (if any)</u>, which includes union dues, supplemental insurance, payroll taxes and deferred compensation payments.
- General Checking Automatic Debits (if any), which includes automatic debit date, vendor name, description of automatic debit, account number charged, and amount of automatic debit.
- <u>Accounts Payable Check Register Report</u>, which includes check number, check date, vendor number and name, and check amount.
- Accounts Payable Invoice Distribution Report, which includes account number charged, vendor name, check number, invoice description, and invoice amount charged to that account number.

RECOMMENDATION:	It is recommended that the Northville City Council receive and
file the Bills List report referred	to above.

Sandi Wiktorowski	George Lahanas
DEPARTMENT	CITY MANAGER

CHECK REGISTER FOR CITY OF NORTHVILLE

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09/06/2023 03:46 PM User: GBELL CHECK DATE FROM 08/24/2023 - 09/06/2023 DB: Northville

Check Date	Bank	Check	Vendor	Vendor Name	Amour
Bank CK GEN	IERAL CI	HECKING			
9/01/2023	CK	121648	8884	BELFOR PROPERTY RESTORATION	14,053.39
09/06/2023	CK	121649	1190	MICHIGAN FIRE INSP. SOCIETY	425.00
9/06/2023	CK	121650	2499	OFFICE DEPOT	359.99
9/06/2023	CK	121651	3012	COUGAR SALES & RENTAL ,INC.	1,409.01
9/06/2023	CK	121652	3170	POSTMASTER	818.57
9/06/2023	CK	121653	4528	HOLLAND MOTOR HOMES & BUS CO	4,039.72
9/06/2023	CK	121654	4530	JEANNE A. MICALLEF	2,000.00
9/06/2023	CK	121655	4533	KIMPRINT INC	1,520.00
9/06/2023	CK	121656	4928	THE HARTFORD	1,384.65
9/06/2023	CK	121657	5003	ALLIE BROTHERS, INC MICHIGAN STATE POLICE/CASHIER	84.99
9/06/2023 9/06/2023	CK CK	121658 121659	5057 5099	WAYNE CO.DEPT OF ENVIRONMENT	280.00 4,009.96
9/06/2023	CK	121660	5190	WAYNE COUNTY	2.79
9/06/2023	CK	121661	5300	PRINTING SYSTEMS INC.	523.65
9/06/2023	CK	121662	5428	NORTHVILLE TOWNSHIP	3,482.70
9/06/2023	CK	121663	5467	PLUNKETT COONEY	4,534.25
9/06/2023	CK	121664	5608	DTE ENERGY	5,861.98
9/06/2023	CK	121665	5756	ETNA SUPPLY	776.00
9/06/2023	CK	121666	5798	SOUTHEASTERN EQUIPMENT CO. INC	115.00
9/06/2023	CK	121667	5877	MICHELLE MASSEL	30.32
9/06/2023	CK	121668	5901	MICHIGAN MUNICIPAL RISK	41,013.25
9/06/2023	CK	121669	5928	AARONSON MANAGEMENT, INC.	540.00
9/06/2023	CK	121670	5957	HALLAHAN & ASSOCIATES PC	204.00
9/06/2023	CK	121671	5965	ACCUNET, INC	442.50
9/06/2023	CK	121672	6201	THOMAS MORRISON	945.00
9/06/2023	CK	121673	7794	VIGILANTE SECURITY INC	1,003.50
9/06/2023	CK	121674	7813	CHRISTINA LYNN STONEBURNER	410.00
9/06/2023	CK	121675	7820	RITTER GIS	2,163.00
9/06/2023	CK	121676	7822	ASCENSION MI EMPLOYER SOLUTIONS	175.00
9/06/2023	CK	121677	8073	PARAGON LABORATORIES	75.00
9/06/2023	CK	121678	8078	KEYSTONE PRINT AND STITCH INC	1,826.56
9/06/2023	CK	121679	8146	SARAH KENNEDY	420.00
9/06/2023	CK	121680	8204	DETROIT CHEMICAL & PAPER CO	228.08
9/06/2023	CK	121681	8799	MODERN BUSINESS MACHINES INC	81.50
9/06/2023	CK	121682	8825	ADKISON, NEED & ALLEN PLLC	192.00
9/06/2023	CK	121683	9016	NVA FIDUCIARY TRUST FOR FSLI	775.65
9/06/2023	CK	121684	9221	VC3 INC	480.00
9/06/2023	CK	121685	9249	D'ANGELO BROS	7,639.19
9/06/2023	CK	121686	9283	ERIBERTO MENDOZA	3,231.46
9/06/2023	CK	121687	9317	GREEN ELECTRICAL SOLUTIONS	2,211.89
9/06/2023	CK	121688	9540	ROSATI, SCHULTZ, JOPPICH, &	11,500.70
9/06/2023	CK	121689	9607	KIP AMERICA, INC	52.72
9/06/2023	CK	121690	9616	KRAEMER DESIGN GROUP, LLC	5,152.00
9/06/2023 9/06/2023	CK	121691	9617	SEEN MEDIA GROUP LLC	600.00
9/06/2023	CK CK	121692 121693	9619 9630	THE GREENWAY COLLABORATIVE, INC WENDY MUTCH	3,325.00
	CK		9633	AMAZON CAPITAL SERVICES, INC	163.10 100.67
9/06/2023 9/06/2023	CK	121694 121695	9649	JOHN HEIDER	300.00
9/06/2023	CK	121696	CLK REFUND	EDDIE DUNN	15.00
9/06/2023	CK	121697	M4646	GARY & NANCY CASH	329.80
9/06/2023	CK	121698	M5021	GARY WORD	131.92
9/06/2023	CK	121699	M5021	VIRGINIA REEVES	164.90
9/06/2023	CK	121700	M5023	REBECCA J DOZIER & RONALD DOZIER	329.80
9/06/2023	CK	121701	M5045	ALLEN & REBECCA COX	329.80
9/06/2023	CK	121702	M5046	MAXINE DELAUDER	164.90
9/06/2023	CK	121703	M5047	DONALD & DEBORAH LANCASTER	329.80
9/06/2023	CK	121704	M5048	SHIRLEY MAPES	164.90
9/06/2023	CK	121705	M5053	GERALD & CAROL RYAN	329.80
9/06/2023	CK	121706	M5072	WENDY GUTOWSKI	224.26
9/06/2023	CK	121707	M5105	GARY & LINDA CALLENDER	329.80
9/06/2023	CK	121708	M5141	DAVID FENDELET	329.80
9/06/2023	CK	121709	M5171	SUSAN HATCH	164.90
9/06/2023	CK	121710	M5479	JAMES PETRES	164.90
9/06/2023	CK	121711	M5980	LILLIAN M NELSON	164.90
9/06/2023	CK	121712	M6284	JOHN SHIER	230.80
9/06/2023	CK	121713	M6970	GERALD WELBES	118.73
9/06/2023	CK	121714	M7024	VIRGINIA KELLY	125.32
9/06/2023	CK	121715	M7304	MARY & JAMES DANIEL	329.80
9/06/2023	CK	121716	M7305	FRANCES DUBOIS	164.90
9/06/2023	CK	121717	M7309	GEORGE & SARAH PIEDOT	329.80
9/06/2023	CK	121718	M7311	ALAN ZIELINSKI	164.90
9/06/2023	CK	121719	TAX REFUND	MICHNIAK, AMELIA	8,203.85

Total of 72 Checks: 144,301.02 Less 0 Void Checks: 0.00

Total of 72 Disbursements:

DB: Northville

INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023 BOTH JOURNALIZED AND UNJOURNALIZED

BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID Page: 1/7

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	heck #
Fund 101 GENERAL FU Dept 000 101-000-275.000 101-000-652.000	ND DUE TO TAXPAYERS PARKING FINES	MICHNIAK, AMELIA EDDIE DUNN	2023 Sum Tax Refund 48-22-33-379-01 DUPLICATE PARKING TICKET PAYMENT	09/06/2023 82223	09/06/23 09/06/23	8,203.85 15.00	121719 121696
			Total For Dept 000		-	8,218.85	-
Dept 101 CITY COUNC 101-101-726.000	IL SUPPLIES	MICHELLE MASSEL	MEETING SUPPLIES REIMBURSEMENT	082423	09/06/23	30.32	121667
			Total For Dept 101 CITY COUNCIL		-	30.32	-
Dept 175 COMMUNICAT 101-175-801.340 101-175-901.000	IONS WEB SITE MAINTENANCE PRINTING & PUBLISHING	KIMPRINT INC KIMPRINT INC	PRINTING "STAY CONNECTED" POSTCARD POSTAGE ADVANCE - FALL NORTHVILLE M		09/06/23 09/06/23	220.00 1,300.00	121655 121655
			Total For Dept 175 COMMUNICATIONS		_	1,520.00	-
Dept 228 TECHNOLOGY 101-228-801.190 101-228-801.190 101-228-802.700	TECHNOLOGY SUPPORT & SERVICES		JULY OFFSITE BACKUPS AUGUST OFFSITE BACKUPS AUGUST SERVICES	118139 119150 21576	09/06/23 09/06/23 09/06/23		121684 121684 121675
			Total For Dept 228 TECHNOLOGY		-	1,643.00	-
Dept 252 TAX & ASSE 101-252-802.040	SSING LEGAL SERVICES - TAX & AS	SS HALLAHAN & ASSOCIATES	AUGUST SERVICES	20860	09/06/23	204.00	121670
			Total For Dept 252 TAX & ASSESSING		_	204.00	-
Dept 262 ELECTIONS 101-262-726.000 101-262-900.000	SUPPLIES PRINTING & PUBLISHING	PRINTING SYSTEMS INC. POSTMASTER	ELECTION SUPPLIES POSTAGE - SINGLE AV APPS - NOVEMBER	228707 8312023	09/29/23 09/29/23		121661 121652
			Total For Dept 262 ELECTIONS		_	1,342.22	-
Dept 265 BUILDING & 101-265-801.000 101-265-801.000 101-265-920.010	GROUNDS CONTRACTUAL SERVICES CONTRACTUAL SERVICES 7873137 - 215 W MAIN - M		LAWN SERVICE: 7.31-8.1-23 FCITY HALL TEMP GENERATOR ELECTRIC USAGE 7/26/23 - 8/24/23	11214 1773 7/26/23 - 8/24/2	09/06/23 09/06/23 09/06/23		121686 121687 121664
			Total For Dept 265 BUILDING & GROUN	DS	_	7,000.64	-
Dept 266 CITY ATTOR 101-266-802.010 101-266-802.010 101-266-802.010	NEY LEGAL SERVICES - GENERAL LEGAL SERVICES - GENERAL LEGAL SERVICES - GENERAL	PLUNKETT COONEY	LEGAL FEES - LAWSUIT - JULY 23 (9.9 LEGAL FEES - LAWSUIT JUNE 23 (13.8) LEGAL FEEES - REAL ESTATE - JULY 23	10892424	09/06/23 09/06/23 09/06/23	2,119.25 2,415.00 192.00	
			Total For Dept 266 CITY ATTORNEY		_	4,726.25	-
Dept 268 INSURANCE 101-268-962.000	LIABILITY & PROPERTY INST	UFMICHIGAN MUNICIPAL RIS	S 2023-2024 MMRMA CONT. INS. INSTALLM	M0001315 - #2	10/07/23	8,941.75	121668
D	DD7-1-0		Total For Dept 268 INSURANCE			8,941.75	-
Dept 271 CENTRAL SU 101-271-955.090	COPIERS - MAINTENANCE & U	USKIP AMERICA, INC	COPIER MAINT/USAGE - AUG 23	CONTINV001317	09/06/23	52.72	121689
Don+ 305 DOLLGE 201	INTERDACTON C DECORDS		Total For Dept 271 CENTRAL SUPPLIES			52.72	
101-305-962.600	INISTRATION & RECORDS PROFESSIONAL INSURANCE	MICHIGAN MUNICIPAL RIS	S 2023-2024 MMRMA CONT. INS. INSTALLM	M0001315 - #2	10/07/23	7,870.50	121668
Dont 215 Dollan Dam	DOI		Total For Dept 305 POLICE ADMINISTR	ATION & RECORD:		7,870.50	
Dept 315 POLICE PAT: 101-315-962.500	VEHICLE INSURANCE	MICHIGAN MUNICIPAL RIS	S 2023-2024 MMRMA CONT. INS. INSTALLM	M0001315 - #2	10/07/23	2,046.00	121668

DB: Northville

INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023

BOTH JOURNALIZED AND UNJOURNALIZED
BOTH OPEN AND PAID

Page: 2/7

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	heck #
Fund 101 GENERAL F Dept 315 POLICE PA							
Dopo olo lollol in			Total For Dept 315 POLICE PATROL			2,046.00	
Dept 337 FIRE ADMI	NISTRATION - NV & PLY						
101-337-744.000	UNIFORMS & CLOTHING	ALLIE BROTHERS, INC	UNIFORM STRYKE PANT DC	93813	09/17/23		121657
101-337-804.010	EMPLOYEE PHYSICALS & DRUG			516679	09/06/23		121676
101-337-960.000	EDUCATION & TRAINING		O FALL FIRE INSPECTORS CONFERENCE CH		09/12/23		121649
101-337-960.000	EDUCATION & TRAINING		C/RAILCAR SPECIALTY FOR HAZARDOUS MA		09/08/23		121658
101-337-962.000	LIABILITY & PROPERTY INS	JEMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INSTALL	M. MUUU1315 - #2	10/07/23	802.00	121668
			Total For Dept 337 FIRE ADMINISTRA	TION - NV & PLY		1,766.99	
Dept 339 FIRE OPER 101-339-801.020	RATIONS & MAINTENANCE - NV & F		: INSTALL CORNER CAPS 1722	10000	09/11/23	206 14	121653
101-339-801.020	AUTOMOTIVE SERVICE AUTOMOTIVE SERVICE		: INSTALL CORNER CAPS 1722 : MAINTENANCE/OIL CHANGE 1722	19266 19267	09/11/23	1,605.53	
101-339-801.020	AUTOMOTIVE SERVICE		MAINTENANCE/OIL CHANGE 1722 MAINTENANCE/OIL CHANGE 1721	19269	09/08/23	1,102.84	
101-339-801.020	AUTOMOTIVE SERVICE		MAINTENANCE/OIL CHANGE 1741	19268	09/08/23		121653
101-339-962.500	VEHICLE INSURANCE		S 2023-2024 MMRMA CONT. INS. INSTALL		10/07/23	1,850.00	
			Total For Dept 339 FIRE OPERATIONS			5,889.72	-
Don+ 3// NODENTITI	E STATION ADMIN & OPERATIONS		TOTAL FOI DEPT 339 FIRE OFERALIONS	& MAINIENANCE		3,009.72	
101-344-962.500	VEHICLE INSURANCE	MICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INSTALL	M: M0001315 - #2	10/07/23	4,682.00	121668
			Total For Dept 344 NORTHVILLE STAT	ION ADMIN & OPE	_	4,682.00	=
Dept 347 PLYMOUTH	STATION ADMIN & OPERATIONS						
101-347-962.000	LIABILITY & PROPERTY INS	UFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INSTALL	M M0001315 - #2	10/07/23	130.00	121668
			Total For Dept 347 PLYMOUTH STATIO	N ADMIN & OPERA'	_	130.00	_
Dept 371 BUILDING					00/10/00	0.45	404650
101-371-801.000	CONTRACTUAL SERVICES	THOMAS MORRISON	AUG. 2023 ELECTRICAL INSPECTIONS	TM82323	09/12/23		121672
			Total For Dept 371 BUILDING DEPART	MENT		945.00	
Dept 448 STREET LI 101-448-920.110	GHTING 8046563 - 126 N WING - A	A DTE ENERGY	ELECTRIC USAGE 7/26/23 - 8/24/23	7/26/23 - 8/24/	2.08/08/33	16 09	121664
101-448-920.140	7890047 - 21400 TAFT - W		ELECTRIC USAGE 7/22/23 - 8/18/23	7/22/23 - 8/18/			121664
101-448-920.160	5691568 - 112 N WING - Y		ELECTRIC USAGE 7/26/23 - 8/24/23	7/26/23 - 8/24/			121664
			motal For Dont 440 CEDEFE I CHEINC		-	151.55	=
Doot 504 MILL DAGE	, till i ver my indenivite		Total For Dept 448 STREET LIGHTING			131.33	
101-524-801.000	VILLAGE MAINTENANCE CONTRACTUAL SERVICES	ERIBERTO MENDOZA	LAWN SERVICE: 7.31-8.1-23	11214	09/06/23	447.53	121686
101-524-962.000			S 2023-2024 MMRMA CONT. INS. INSTALL		10/07/23		121668
			Total For Dept 524 MILL RACE VILLA	GE MAINTENANCE	_	1,419.53	-
Dept 525 MAINTENAN	ICE OF MISC CITY PROP						
101-525-801.000	CONTRACTUAL SERVICES	ERIBERTO MENDOZA	LAWN SERVICE: 7.31-8.1-23	11214	09/06/23	61.36	121686
			Total For Dept 525 MAINTENANCE OF	MISC CITY PROP		61.36	
Dept 567 CEMETERY 101-567-801.000	MAINTENANCE & ADMIN CONTRACTUAL SERVICES	ERIBERTO MENDOZA	LAWN SERVICE: 7.31-8.1-23	11214	09/06/23	1,690.50	121686
101 007 001.000	CONTRICTORE CHINALORD	LICEDICIO HUNDOUN			_	•	-
Dept 703 PLANNING	& ZONING		Total For Dept 567 CEMETERY MAINTE	NANCE & ADMIN		1,690.50	
101-703-807.110		L KRAEMER DESIGN GROUP,	HISTORICT GUIDELINES DESIGN PROJEC	T 2023238	09/29/23	5,152.00	121690
			Total For Dept 703 PLANNING & ZONI	NG	_	5,152.00	-
			Total For Fund 101 GENERAL FUND		_	65,484.90	-
			10001 101 10110 101 OHNDIVIN 10ND			00, 104.00	

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	heck #
Fund 202 MAJOR STRE							
Dept 261 ADMINISTRA 202-261-962.000		ISUF MICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INS.	TALLM: M0001315 - #2	10/07/23	318.50	121668
			Total For Dept 261 ADMINISTRAT	ION	_	318.50	-
Dept 463 ROUTINE ST			7.1111 07711707 7 01 0 1 00	11014	00/06/00	017 57	101606
202-463-801.000	CONTRACTUAL SERVICES	ERIBERTO MENDOZA	LAWN SERVICE: 7.31-8.1-23	11214	09/06/23		121686
Dept 474 TRAFFIC SI	IGNS & DEVICES		Total For Dept 463 ROUTINE STR	EET MAINTENANCE		817.57	
202-474-801.000	CONTRACTUAL SERVICES	WAYNE COUNTY	7/23 TRAF SIG ENERGY	1011703	09/06/23	2.79	121660
			Total For Dept 474 TRAFFIC SIGN	NS & DEVICES	_	2.79	•
			Total For Fund 202 MAJOR STREES	TS FUND	-	1,138.86	•
Fund 203 LOCAL STRE							
Dept 261 ADMINISTRA 203-261-962.000		ISUFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INS.	TALLM: M0001315 - #2	10/07/23	405.50	121668
			Total For Dept 261 ADMINISTRAT:	ION	_	405.50	-
			Total For Fund 203 LOCAL STREET	TS FUND	-	405.50	•
Fund 230 PARKING FU							
Dept 572 PARKING SY 230-572-801.000	YSTEM MAINTENANCE CONTRACTUAL SERVICES	ERIBERTO MENDOZA	LAWN SERVICE: 7.31-8.1-23	11214	09/06/23	162.50	121686
230-572-920.010 230-572-962.000	8110787 - 101 W CADY -		ELECTRIC USAGE 7/26/23 - 8/24/2 S 2023-2024 MMRMA CONT. INS. INS.		10/07/23	51.61 1,476.00	121664
230-372-902.000	LIABILIII & FROFERII IN	BOFMICHIGAN MONICIFAL KI	Total For Dept 572 PARKING SYS		10/07/23	1,690.11	-
			-		-	,	•
Fund 246 BROWNETEL	D REDEV AUTH - DOWNS		Total For Fund 230 PARKING FUNI	D		1,690.11	
Dept 000		DOGNET GOUNTED TODD	T DOUBLE THOSE DREG THEY 22 /45	E) 1070000	00/06/02	11 500 70	101600
246-000-254.500	ESCROW - PROJECTS	ROSATI, SCHULTZ, JOPP	I DOWNS LEGAL FEES - JULY 23 (45	.5) 10/9999	09/06/23	11,500.70	121688
			Total For Dept 000		_	11,500.70	
E - 1 040 DOWNEDIN I			Total For Fund 246 BROWNFIELD I	REDEV AUTH - DOWNS		11,500.70	
Dept 741 DESIGN COM	DEVELOPMENT AUTHORITY MMITTEE						
248-741-775.210 248-741-801.000	SOCIAL DISTRICT EXPENDI CONTRACTUAL SERVICES	TUF AARONSON MANAGEMENT, GREEN ELECTRICAL SOLU		1-36381 1778	09/06/23 09/06/23		121669 121687
248-741-962.500	VEHICLE INSURANCE		S 2023-2024 MMRMA CONT. INS. INS.		10/07/23		121668
			Total For Dept 741 DESIGN COMM	ITTEE	_	1,546.74	-
Dept 742 MARKETING							
248-742-801.000 248-742-801.000	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	JEANNE A. MICALLEF SARAH KENNEDY	PUBLIC RELATIONS SERVICES GRAPHIC DESIGN SERVICES	NORTHVILLE 9-2 071	09/06/23	2,000.00	121654 121679
248-742-801.000	CONTRACTUAL SERVICES	SEEN MEDIA GROUP LLC	AD IN SEEN MAGAZINE	2023-58792	09/06/23		121691
248-742-801.000	CONTRACTUAL SERVICES	JOHN HEIDER	PHOTOGRAPHY	1001	09/06/23		121695
248-742-801.340	WEB SITE MAINTENANCE	ACCUNET, INC	WEB REGISTRATION	22596	09/06/23		121671
			Total For Dept 742 MARKETING CO	OMMITTEE	_	3,762.50	-
Dept 744 ORGANIZATI 248-744-962.000		ISUFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INS.	TALLM: M0001315 - #2	10/07/23	1,079.50	121668
			Total For Dept 744 ORGANIZATION		-	1,079.50	-
			*				

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023

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GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	heck #
	EVELOPMENT AUTHORITY						
Dept 745 ECONOMIC DI 248-745-955.190	EVELOPMENT COMMITTEE BUSINESS RETENTION PROG	RANRITTER GIS	BUILDING INVENTORY PROJECT	21575	09/06/23	1,000.00	121675
210 / 10 300 130		1411 1411 1111 010	Total For Dept 745 ECONOMIC DEVELO		-	1,000.00	
			Total For Dept 743 Economic DEVELO.	FMENI COMMITTEE		1,000.00	_
			Total For Fund 248 DOWNTOWN DEVELO	PMENT AUTHORITY		7,388.74	
Fund 405 PUBLIC IMPROVEMENT	ROVEMENT FUND T PROJECTS & CAPITAL PURCHA	ASES					
405-904-801.000	CONTRACTUAL SERVICES	THE GREENWAY COLLABOR	A NON-MOTORIZED PLAN - JULY 23	2117	09/06/23	3,325.00	
405-904-979.000	MUNICIPAL BUILDING EXPE	ND1WENDY MUTCH	PHOTO FOAM BOARDS	082323	09/06/23	163.10	121693
			Total For Dept 904 IMPROVEMENT PRO	JECTS & CAPITAL		3,488.10	
			Total For Fund 405 PUBLIC IMPROVEM	ENT FUND	•	3,488.10	•
Fund 535 HOUSING COM							
Dept 261 ADMINISTRAT	TION SUPPLIES	OFFICE DEPOT	OFFICE FURNITURE - DIRECTOR'S CHAIL	R 323837565001	09/23/23	359.99	121650
535-261-955.090		US MODERN BUSINESS MACHI		AR62814	10/04/23		121681
535-261-962.000	LIABILITY & PROPERTY IN	SUFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INSTALL	M: M0001315 - #2	10/07/23	3,621.50	121668
			Total For Dept 261 ADMINISTRATION			4,062.99	
Dept 265 BUILDING &				a 40007.6	00/00/00	000 00	101600
535-265-726.010 535-265-726.010			PBLD MAINTENANCE - CLEANING SUPPLIE: E PARTS O HVAC AND FRIDGES	1LC7-ND79-WVPP	09/29/23 10/05/23	100.67	121680
535-265-801.050		ER\CHRISTINA LYNN STONEB		367889	10/03/23		121674
535-265-932.000			R REPAIR WATER DAMAGE TO AT	72123	09/01/23	14,053.39	
			Total For Dept 265 BUILDING & GROU	NDS	-	14,792.14	-
			Total For Fund 535 HOUSING COMMISS	TON FUND	-	18,855.13	•
Fund 592 WATER & SEV	WER FUND					_0,0001_0	
Dept 548 SEWER OPER		a	2 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	vr.v0001015 #0	10/07/00	0 470 00	101660
592-548-962.000	LIABILITY & PROPERTY IN	SUFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INSTALL		10/07/23	2,479.00	121668
			Total For Dept 548 SEWER OPERATION	& MAINTENANCE		2,479.00	
Dept 549 SEWER CHARG 592-549-801.220		C(WAYNE CO.DEPT OF ENVI	R SEWER DERT	315566	09/06/23	4,009.96	121659
592-549-804.030	SEWAGE DISPOSAL - NORTH		JUN/JUL NORTHVILLE ESTATES SEWER	JUN/JUL 2023	09/06/23	3,482.70	
			Total For Dept 549 SEWER CHARGES -	WAYNE COUNTY	-	7,492.66	-
Dept 556 WATER OPERA	ATION & MAINTENANCE		<u>.</u>			•	
592-556-775.000	MATERIALS	COUGAR SALES & RENTAL	STARTER ASSY-WATER BLADE	359557	09/06/23	1,326.49	121651
592-556-775.000	MATERIALS	ETNA SUPPLY	OVERSIZE MEGALUG GLAND	S105254135.001	09/06/23	776.00	121665
592-556-801.000	CONTRACTUAL SERVICES	PARAGON LABORATORIES	METALS	141960-23834	09/06/23		121677
592-556-801.000	CONTRACTUAL SERVICES	D'ANGELO BROS	HYDRANT REPLACEMENT	8839	09/06/23	7,639.19	
592-556-962.000	LIABILITY & PROPERTY IN	SUFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS. INSTALL	M:M0001315 - #2	10/07/23	1,111.50	121668
			Total For Dept 556 WATER OPERATION	& MAINTENANCE		10,928.18	
Dept 559 METER READ: 592-559-801.000	ING & BILLING EXPENSES CONTRACTUAL SERVICES	KEYSTONE PRINT AND ST	I JUN/JUL UTILITY BILLS	21384	09/06/23	913.28	121678
			Total For Dept 559 METER READING &		-	913.28	•
			-		-		•
			Total For Fund 592 WATER & SEWER F	UND		21,813.12	

Fund 596 REFUSE & RECYCLING FUND

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023 BOTH JOURNALIZED AND UNJOURNALIZED

BOTH JOURNALIZED AND UNJOURNALIZED

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Part Set Reference Final Process Reference	GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	heck #
1400 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216 1216		ATION						
Total For Fund 596 BEFUSE & RECYCLING FUND 1,367.28								
Page 502 Page 503				Total For Dept 261 ADMINIS	TRATION	_	1,367.28	-
Total For Dept 261 ADMINISTRATION 207.00 2066 201-260.00 LIABILITY & PROPERTY INSUFFICIEIAN MUNICIPAL RIS 2023-2024 MHRMA CONT. INS. INSTALLAM MODULIS 5 - \$2 10/07/23 207.00 2066 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 201-261 2				Total For Fund 596 REFUSE	& RECYCLING FUND	_	1,367.28	•
Page 1967-261-992,000								
Dept 265 BULLDING & GROUNDS			UFMICHIGAN MUNICIPAL RI	S 2023-2024 MMRMA CONT. INS.	INSTALLM: M0001315 - #2	10/07/23	207.00	121668
Sef-26-801.000 CONTRACTUAL SERVICES VIGILANCE SECURITY INCOVERHEAD DOOR CONTACT 1,9815 0,9/06/23 590,50 12,67 661-265-920.010 5622203 - 690 DOMENY - U DIE EMERGY ELECTRIC UBAGE 7/18/23 - 8/15/23 7/18/23 - 8/15/23 9/06/23 23,33 12,66 661-265-920.010 5622203 - 690 DOMENY - U DIE EMERGY ELECTRIC UBAGE 7/18/23 - 8/15/23 7/18/23 - 8/15/23 9/06/23 23,33 12,66 661-265-920.010 562203 - 690 DOMENY - U DIE EMERGY ELECTRIC UBAGE 7/18/23 - 8/15/23 7/18/23 - 8/15/23 9/06/23 23,33 12,66 61-626-962.000 ELECTRIC UBAGE 7/18/23 ELECTRIC UBAGE 7/1				Total For Dept 261 ADMINIS	TRATION		207.00	
G61-265-901.000 CONTRACTUAL SERVICES VIGILARY EXCURITY INC OVERHEAD DOOR CONTRACT 7,1819 09/06/22 413.00 12167 661-265-962.000 LIABILITY & PROPERTY INSURICHIGAN MUNICIPAL RIS 2023-2024 MEMBRA CORT. INS. INSTALLAN MO001315 - 42 10/07/23 403.50 12166 661-265-962.000 LIABILITY & PROPERTY INSURICHIGAN MUNICIPAL RIS 2023-2024 MEMBRA CORT. INS. INSTALLAN MO001315 - 42 10/07/23 403.50 12166 661-265-775.800 AUTOMOTIVE PARTS COUGAR SALES & RENTAL BELT, RICRO V			VIGILANTE SECURITY IN	IC OVERHEAD DOOR CONTACT	719815	09/06/23	590.50	121673
661-265-962.010 5622233 - 650 DOHRNY - 0 DUER BIRREY BIRCTINIC USAGE 7/18/23 - 8/15/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 - 8/15/20 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23 7/18/23								
E61-265-962.000 LIABILITY & PROPERTY INSUMICHIGAN MUNICIFAL RIS 2023-2024 MARMA CONT. INS. INSTALLM MO001315 - 42 10/07/23 403.50								
Rept 532 ROUIDMENT OPERATIONS & MAINCENANCE Rept 522 ROUIDMENT OF REPT 500								
661-532-775,800 AUTOMOTIVE PARTS COUGAR SALES & RENTAL BELT, MICRO V 359667 09/06/23 15.00 12166 661-532-7962.500 VEHICLE INSURANCE MICHIGAN MUNICIPAL RIS 2023-2024 MARMA CONT. INS. INSTALLAM MODIBLE - 42 10/07/23 2,049.00 12166 661-532-7962.500 VEHICLE INSURANCE MICHIGAN MUNICIPAL RIS 2023-2024 MARMA CONT. INS. INSTALLAM MODIBLE - 42 10/07/23 2,049.00 12166 Total For Fund 661 EQUIFMENT FUND				Total For Dept 265 BUILDIN	G & GROUNDS	_	1,436.33	-
661-532-775.800 AUTOMOTIVE PARTS SOUTHEASTERN EQUIPMENT OIL HYDRAULIC B53843 09/06/23 2,049.00 12166 661-532-962.500 VEHICLE INSURANCE MICHIGAN MUNICIPAL RIS 2023-2024 MMRMR CONT. INS. INSTALLM M0001315 - #2 10/07/23 2,049.00 12166 TOTAL FOR Dept 532 EQUIPMENT FUND TOTAL FOR Dept 532 EQUIPMENT FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL FUND **TOTAL F			COLICAD CALEG C DENIMAL	DEIT MICDO V	350667	00/06/23	92 52	121651
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INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023

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BOTH JOURNALIZED AND UNJOURNALIZED BOTH OPEN AND PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amount	heck #
Fund 704 PAYROLL FU	IND						
Dept 575 FRINGE BEN	EFITS						
704-575-876.060	WS RETIREE HEALTHCARE	VIRGINIA KELLY	MEDICARE REIMBURSEMENT	09/06/2023	09/06/23	45.74	121714
704-575-876.060	WS RETIREE HEALTHCARE	MARY & JAMES DANIEL	MEDICARE REIMBURSEMENT (2)	09/06/2023	09/06/23	120.38	121715
704-575-876.060	WS RETIREE HEALTHCARE	GEORGE & SARAH PIEDOT	MEDICARE REIMBURSEMENT (2)	09/06/2023	09/06/23	120.38	121717
704-575-876.060	WS RETIREE HEALTHCARE	ALAN ZIELINSKI	MEDICARE REIMBURSEMENT	09/06/2023	09/06/23	60.19	121718
704-575-876.070	RR RETIREE HEALTHCARE	GARY & NANCY CASH	MEDICARE REIMBURSEMENT	09/06/2023	09/06/23	28.69	121697
704-575-876.070	RR RETIREE HEALTHCARE	VIRGINIA KELLY	MEDICARE REIMBURSEMENT	09/06/2023	09/06/23	10.90	121714
704-575-876.070	RR RETIREE HEALTHCARE	MARY & JAMES DANIEL	MEDICARE REIMBURSEMENT (2)	09/06/2023	09/06/23	28.69	121715
704-575-876.070	RR RETIREE HEALTHCARE	GEORGE & SARAH PIEDOT	MEDICARE REIMBURSEMENT (2)	09/06/2023	09/06/23	28.69	121717
704-575-876.070	RR RETIREE HEALTHCARE	ALAN ZIELINSKI	MEDICARE REIMBURSEMENT	09/06/2023	09/06/23	14.35	121718
			Total For Dept 575 FRINGE BENE	EFITS		7,278.73	•
			Total For Fund 704 PAYROLL FUN	ID	_	7,278.73	•

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INVOICE GL DISTRIBUTION REPORT FOR CITY OF NORTHVILLE EXP CHECK RUN DATES 08/24/2023 - 09/06/2023 BOTH JOURNALIZED AND UNJOURNALIZED

Page: 7/7

BOTH OPEN AND PAID

GL Number	Inv. Line Desc	Vendor	Invoice Desc.	Invoice	Due Date	Amountheck #
		Fund '	Totals:			
			Fund 101 GENERAL FUND			65,484.90
			Fund 202 MAJOR STREETS FUN	ID .		1,138.86
			Fund 203 LOCAL STREETS FUN	ID .		405.50
			Fund 230 PARKING FUND			1,690.11
			Fund 246 BROWNFIELD REDEV	AUTH - DOWN		11,500.70
			Fund 248 DOWNTOWN DEVELOPM	ENT AUTHORI		7,388.74
			Fund 405 PUBLIC IMPROVEMEN	T FUND		3,488.10
			Fund 535 HOUSING COMMISSIO	N FUND		18,855.13
			Fund 592 WATER & SEWER FUN	ID		21,813.12
			Fund 596 REFUSE & RECYCLIN	G FUND		1,367.28
			Fund 661 EQUIPMENT FUND			3,889.85
			Fund 704 PAYROLL FUND			7,278.73
			Total For All Funds:	_		144,301.02

TO: Northville Youth Network Commission, Northville City Council, Northville Township

Board of Trustees, Northville Public Schools Board of Education

CC: Todd Mutchler, George Lahanas

FROM: Amy Prevo

DATE: September 6, 2023

NORTHVILLE YOUTH NETWORK PROGRAM REPORT August 2023

PROGRAMS, SERVICES & COMMUNITY PARTNERSHIPS

We hosted another successful CAMP Hillside & Meads Mill program with 92 rising 6th grade students participating this year. The participants engaged in a variety of activities designed to acclimate them to the middle school experience and reduce the anxiety that many kids face when making this transition. Each school site was facilitated by a dedicated team of 6th grade teachers that the students will encounter when the school year starts, providing them with familiar faces in which to turn for support if necessary. Scavenger hunts throughout the buildings, practicing opening combination lockers, team-building experiences, making friends, and getting a jumpstart on productive academic habits are all a part of the CAMP program and contribute to a more positive middle school experience. While CAMP is open to all students, we work with teachers, social workers, and learning consultants to make sure that students who they identify as having the potential of facing additional challenges during the middle school transition are encouraged to participate in the program. This year, 82% of the participants were either on an IEP/504 Plan or recommended for participation by a school staff member. Survey feedback from the participants regarding their experience was positive with 93% responding "agree" or "strongly agree" when asked if as a result of their participation they feel ready and prepared to be a middle school student and 94% of the participants responding "agree" or "strongly agree" when asked if they would recommend the program to a friend.

This month we also completed one cohort of Teen Talk, the risk reduction class for diversion program, with three participants. I co-chaired a number of Northville CARES planning meetings for the various programs and events surrounding Suicide Prevention Awareness Month in September (flyer attached). Through Northville CARES, NYN is pleased to support important programs and events sponsored by a variety of community organizations/agencies that highlight suicide prevention. I also met with members of the NHS student organization Color My World to discuss sponsorship of their annual Color Run to raise funds for suicide prevention as well as opportunities for partnership during the upcoming school year.

GENERAL OPERATIONS

We recruited, selected, hired, and onboarded the new Youth Assistance Program Coordinator, Christine Spangler, to replace Bridget Drzewicki who will be continuing with NYN in another role providing coordination support for the Wellness Wednesday programs. Christine has both a Bachelor's and Master's degree in education and has a number of years as a middle/high school classroom teacher. She has extensive experience working with students who face a number of environmental and behavioral challenges. We also participated in a departmental luncheon with Manager Mutchler that served as a great opportunity to engage in conversation and provide feedback about our employment experiences with Northville Township. I also meet with Jaimee Kasperlik from Communications and the finance team to finalize our 2024 budget presentation.

YOUTH SUPPORT SERVICES

The tables on the following page indicate the status of referrals for the month of August. 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 Youth Assistance Program (diversion program) referrals by reason as well as behavioral health support referrals from all other sources (i.e., parent/school) by reason and type to date. During the month of August, staff collectively had two individual appointments with referred youth and/or parents.

	NYN August 2	2023 Referrals	
	New	In Progress	Discharged
Youth Assistance Program	4	4	0
Case Management	0	2	0
Resource Referral	1	-	-

(SOURCE: NPS OR LAW ENFORCE	MENT)													
Reason	#	%	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ОСТ	NOV	DE
Substance use	7	10%	3			1		3						
Vape/tobacco	8	11%		2		1	4			1				
Anger management	1	1%		1										
Assault	0	0%												
Peer conflict/fighting	2	3%						2						
Harrassment/bullying	0	0%												
Racial/cultural insensitivity	24	34%	1	3	12	6	1	1						
Truancy	0	0%												
Decision making	21	30%	4	4	5		3	4		1				
Destruction of property	0	0%												
Retail fraud	7	10%	3	2						2				
Theft/larceny	0	0%												
Other	0	0%												
TOTAL YAP REFERRALS TO DATE	70		11	12	17	8	8	10	0	4	0	0	0	0
REFERRALS FOR BEHAVIORAL HEALT														
(SOURCE: PARENTS/OTHER	₹)	%	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason		% 60%	JAN 4	FEB 6	MAR 4	APR 7	MAY 6	JUN 4	JUL	AUG	SEP	ОСТ	NOV	DE
(SOURCE: PARENTS/OTHER	R) #								JUL	AUG	SEP	ОСТ	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety)	# 31	60%		6	4	7	6		JUL	AUG	SEP	ОСТ	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm	# 31 5	60% 10%		6	4	7	6		JUL	AUG	SEP	ОСТ	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use	# 31 5 1	60% 10% 2%		6	4	7	6		JUL	AUG	SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue	# 31 5 1 0	60% 10% 2% 0%	4	6	1	7	6		JUL	AUG	SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder	# 31 5 1 0 2	60% 10% 2% 0% 4%	4	6 1	1	7 2 1	6		JUL 1	AUG	SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict	# 31 5 1 0 2	60% 10% 2% 0% 4% 8%	4	1	1 1	7 2 1	6 1	4			SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues	# 31 5 1 0 2 4 9	60% 10% 2% 0% 4% 8% 17%	4	1	1 1	7 2 1	6 1	4			SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues Grief/loss	# 31 5 1 0 2 4 9	60% 10% 2% 0% 4% 8% 17%	4	1	1 1	7 2 1	6 1	4			SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues Grief/loss Other	# 31 5 1 0 2 4 9	60% 10% 2% 0% 4% 8% 17%	4	1	1 1	7 2 1	6 1	4			SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues Grief/loss Other Type of Support Case Management (More complex/comprehensive)	# 31 5 1 0 2 4 9 0 0	60% 10% 2% 0% 4% 8% 17%	4	1	1 1	7 2 1	6 1	4			SEP	OCT	NOV	DE
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues Grief/loss Other Type of Support Case Management (More complex/comprehensive) Referral Services (Resource recommendation)	# 31 5 1 0 2 4 9 0 0	60% 10% 2% 0% 4% 8% 17%	4	1	1 1	7 2 1	6 1	4			SEP	OCT	NOV	
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues Grief/loss Other Type of Support Case Management (More complex/comprehensive) Referral Services (Resource recommendation)	# 31 5 1 0 2 4 9 0 0 0 0	60% 10% 2% 0% 4% 8% 17%	1	1 2	1 1 1	7 2 1	2	2	1	1				
(SOURCE: PARENTS/OTHER Reason Behavioral health issues (depression/anxiety) Substance use Self-harm Eating disorder School performance/avoidance issue Relational issues-family/peer conflict Behavior/conduct/anger management issues Grief/loss Other Type of Support	# 31 5 1 0 2 4 9 0 0 0 0	60% 10% 2% 0% 4% 8% 17%	1	1 2	1 1 1	7 2 1	2	2	1	1				O DE



Northville CARES and its partner organizations have teamed up to provide programs and activities to increase suicide prevention efforts in our community.

Scheduled Events



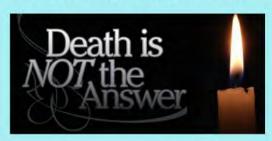


CONNECTING TO ADVANCE RESOURCES, EDUCATION & SUPPORT

www.northvillecares.org

Spotlight Event

Film Screening & Panel Discussion



The Emmy nominated documentary *Death is Not the Answer* delves deeply into the complex, often misunderstood world of depression and suicide. The film features many of the nation's most respected mental health professionals and touches on the experiences of a cross-section of individuals including youth and adults, firefighters, first responders, police, and veterans. The film offers enlightened thoughts of how we can find contentment and happiness through mind-body health, diet and music, and provides stories of hope and healing for those affected by suicide and mental health challenges.

Following the film will be a panel discussion with representatives from Hegira Health, Northville Township and City Police Departments, NHS Color My World, Reset Brain & Body, New Hope Center for Grief Support, Western Wayne County Suicide Prevention Coalition, NAMI Michigan, Kevin Fischer, and Eric Hipple.

Introduction by Keith Famie, Filmmaker

Panel Moderated by Chuck Gaidica

September 14th
6:30PM
Northville High School
Auditorium

FREE EVENT! Scan here to register.

It's not required but helpful for event planning.



~ City of Northville ~

Council Communications

To:	Mayor and City Council					
From:	George Lahanas, City Manager					
Date:	September 18, 2023					
Subject:	Special Event Request / Cornhole Tournament					
	The City has received a request from Northville Parks & Recreation to hold a ament in the downtown on Saturday, October 7, 2023 from 10am until 6pm.					
Analysis: This is a family-friendly bracket style cornhole tournament that will be held on Main Street between Hutton and Center and Center from Main to Dunlap. 2 or 3 cornhole boards would be set up in front of sponsoring businesses, with the championship round taking place in Town Square. Parks & Recreation staff will be on-site for the duration of the event and will handle trash removal. It should be noted that boards are to be set up in front of sponsoring businesses, but all attempts to lessen the impact on downtown residents should be made as far as noise.						
Budget Impa	et: No impact.					
	tion: It is recommended that City Council approve the request from Northville ation to hold a cornhole tournament on October 7, 2023 as outlined above.					
	d Motion: Move to approve the request from Northville Parks & Recreation to e tournament on October 7, 2023 as outlined above.					
DEP	ARTMENT George Lahanas CITY MANAGER					

~ City of Northville ~

Council Communications

Mayor and City Council

To:

From:	n: George Lahanas, City Manager			
Date:	September 18, 2023			
Subject: Special Event Request / Skeletons Are Alive in Downtown Northy				
	The City has received a request from the Downtown Development Authority skeleton display in the Downtown for the month of October.			
different scene	Downtown Development Authority will place approximately 100 skeletons in es throughout the City for the month of October. The skeletons will be removed fter Halloween.			
and Hutton and	will take place on October 6, 2023 from 6pm – 9pm on Main between Center d Center between Main and Dunlap. Food trucks, live music and performers within the street closure area. Seasonal DDA employees and potentially DPW ash removal.			
Budget Impa	ct: No impact.			
	ation: It is recommended that City Council approve the request from the evelopment Authority to conduct the Skeletons are Alive event on October 6, ed above.			
	ed Motion: Move to approve the request from the Downtown Development onduct the Skeletons are Alive event on October 6, 2023 as outlined above.			
DEP	PARTMENT George Lahanas CITY MANAGER			

~ City of Northville ~

Council Communications

To: Mayor Brian P. Turnbull and City Council Members

From: Alan M. Maciag, Chief of Police

Date: September 18, 2023

Subject: Purchase of Three (3) LIFEPAK CR2 Automated External Defibrillators

(AEDs)

Background and Analysis

The City of Northville Police Department responds to all medical related calls for service. Many times, police officers are the first responding units to the scene of a medical emergency. Police officers are trained in basic medical response procedures including the use of Automated External Defibrillators (AEDs). Per the American Heart Association, the use of AEDs has proven to save lives. They are an important part of responding to a person having a cardiac arrest. A person's chance of surviving drops by 7% to 10% every minute a normal heartbeat isn't restored. So, immediate CPR and AED use can double or triple the person's chance of survival.

The Northville Police Department's current AEDs were purchased in 2017. One (1) is currently out of service and no longer operational. The other two (2) AEDs are at the end of life and need to replaced. The replacement of our current AEDs is a schedule capital item replacement for the current budget year of FY24. The approximate life expectancy of our current AEDs is seven (7) years.

Fire Chief Matt Samhat was contacted regarding the replacement of the AEDs. Chief Samhat strongly recommended the Lifepak CR2 Automated External Defibrillators from Stryker Medical. Chief Samhat indicated that this AED has a longer pad life and comes with one set of pads that are used for both adults and children. Additionally, the Northville Fire Department also uses the Lifepak CR2 AED as well. It is important that the same AEDs are used by both departments for familiarity and training purposes.

A quote was received for the purchase of three (3) Lifepak CR2 Automated External Defibrillators and three (3) additional electrode pads from Stryker Medical in the amount of \$6,364.26. The cost for each AED is \$1,984.33 and the cost for each additional Electrode pad set is \$107.97. Each AED comes with an 8-year warranty. It should be noted that the Lifepak CR2 AED can be purchased from third party vendors as well. An online search of third-party vendors was conducted to ensure we are receiving the lowest price. Below is a list of on-line

vendors and prices found for the same Stryker Lifepak CR2 AED. All prices are higher than the quoted price per AED by Stryker Medical.

- AED USA \$2512.00
- American AED \$2,425.00
- Altra Medical \$2,326.00
- AED Professionals \$2,512.00

It should also be noted that Stryker will price match if a lower price is found.

Budget Impact

The total cost of three (3) Lifepak CR2 Automated External Defibrillators from Stryker Medical is \$6364.26 (See Attached Quote). The purchase includes an 8-year warranty, and three (3) additional quick-step pacing defibrillation electrode pads. This is a scheduled capital replacement for budget year FY24. However, only \$6,000 was budgeted for this purchase. The difference will be included in the next quarterly budget amendment report.

Recommendation

Staff recommends that City Council waive the sealed bid process and approve the quote from Stryker Medical in the amount of \$6,364.26 for the purchase of three (3) Lifepak CR2 Automated External Defibrillators and three (3) additional quick-step pacing defibrillation electrode pads. It is also recommended to authorize the Police Chief to sign the Agreement on behalf of the city.

Recommended Motion

Move that the Northville City Council waive the sealed bid process and approve the quote from Stryker Medical in the amount of \$6,364.26 for the purchase of three (3) Lifepak CR2 Automated External Defibrillators, additional electrode pads and authorize the Police Chief to sign the Agreement on behalf of the city

Alan M. Maciag	George Lahanas
DEPARTMENT	CITY MANAGER

stryker

LIFEPAK® AED response system Connected. Ready.



LIFEPAK® CR2 defibrillator with **LIFELINKcentral™ AED** program manager

A new approach to public access defibrillation.









Self-monitoring means you're emergency ready

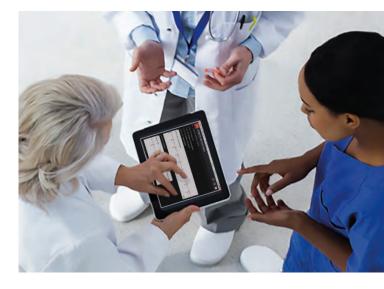
AEDs are effective only if they are close at hand and ready to work. Whether you have one AED, or 100 spread across the globe, now you can track the readiness status of each one. Ongoing system maintenance has been time-consuming and error-prone—until now.



The LIFELINK central AED program manager monitors each CR2 connected to a Wi-Fi[®] network and alerts you to anything that may affect device readiness—all automatically.

Battery not charged? You'll receive an alert through the LIFELINKcentral AED program manager, helping to greatly reduce the effort and expense of managing your AED program, while increasing your program's readiness and effectiveness.





Connectivity is the foundation for better care.

Wi-Fi connectivity can give emergency responders equipped with LIFENET® AED event viewer a complete picture of each SCA event. So even before they arrive, they are better prepared for the patient, knowing details of shocks given, seeing the actual patient's ECG and more.

This continuity of care follows patients to the hospital as well, and carries over for providers connected to the LIFENET System. After an event, all information can be seamlessly sent via Wi-Fi network and integrated into one patient care record report, without having to download event data directly from the AED.

Continuous CPR

increases survival rates²

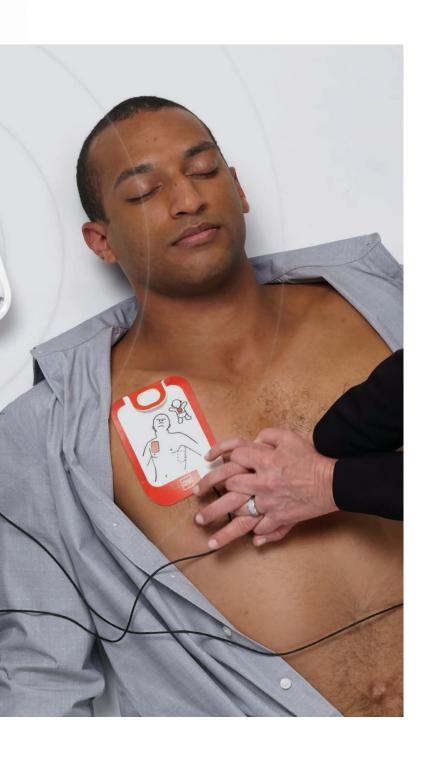
Every SCA response requires CPR. Every single one. Previously, CPR had to be interrupted for heart rhythm analysis, and older, competitive technologies require rescuers to pause for 10 seconds or more.

Unfortunately, interrupting CPR adversely affects survival rates and the 2015 American Heart Association (AHA) Guidelines recommend minimizing pauses to increase the chance of a successful outcome.³

While other AEDs may offer CPR feedback through the use of an accelerometer or additional tool, the CR2 provides the right amount of instruction and includes new cprINSIGHT™ analysis technology. Once CPR begins, cprINSIGHT technology automatically analyzes and detects if a shock is needed. This significantly reduces pauses in chest compressions, even eliminating pauses if the rhythm is determined to be non-shockable. And more CPR means improved blood circulation and better odds of survival.^{3,4}

The CR2 is the only AED that allows chest compressions during ECG rhythm analysis, thereby reducing pauses between CPR and defibrillation. In an AED comparison study, the CR2 helped lay responders deliver the highest overall CPR quality.⁵ If a shockable rhythm is detected, the CR2 delivers shocks with powerful escalating energy, with no judgment call required on the part of the user. Proven superior by competitive testing, the CR2 will keep the rescuer focused on what really matters—saving a life.⁵







Fastest time to first shock.⁵

Even minimally-trained users can quickly begin lifesaving care in just 2 steps:

1

Open lid and bare patient's chest.



2

Pull red handle and apply electrodes.



According to the AHA Guidelines, when bystanders provide CPR and use an AED to deliver a shock within 3-5 minutes of collapse or before emergency services arrive, survival rates can increase as high as 70%.³

Designed for user confidence

For a minimally trained responder, intervening in an unfolding emergency can be intimidating. Responders need the easiest possible AED to instill confidence.

While other AEDs may be difficult to use or require users to stop CPR during analysis, the LIFEPAK CR2 defibrillator uses simple graphics, audible instructions and automated features to help users remain focused. We've removed all the guesswork with proven better results.⁵

The CR2 was rated easiest to use, easiest to hear and highest in overall user confidence by AED users.⁵





Saving a life can be easier than you think.



Layered design with easy to follow bold graphics

Both trained and untrained AED users clearly know how to begin.



$\mathbf{QUIK\text{-}STEP}^{\text{\tiny TM}}$ electrodes

Peel directly off the base for faster side-by-side placement.



cprINSIGHT™ analysis technology

Analyses for shockable rhythm during chest compressions with no need to pause.



Metronome and CPR coaching

Sets an effective pace and audibly guides users, detecting and correcting technique as needed.



Child Mode

Toggle to Child Mode for reduced energy and CPR guidance appropriate for children.



ClearVoice[™] technology

Enables prompts to be heard more clearly in noisy environments.



Highest available energy

Up to 360J for more effective shocks as needed.



Bilingual

Toggle between two pre-set languages when using the device.



LIFEPAK TOUGH™

 ${\tt IP55}$ rating for challenging environments.



8-year warranty

Backed by an 8-year warranty.

Specifications

Defibrillator

Waveform: Biphasic Truncated Exponential with voltage and duration compensation for patient impedance.

Patient impedance range: 10 – 300 ohms

Energy accuracy:

10% of the energy setting into 50 ohms 15% of the rated energy output into 25 - 175 ohms

Output energy sequence: Multiple levels, configurable from 150 joules to 360 joules.

Energy default: 200J, 300J, 360J (adult) 50J, 75J, 90J (pediatric)

Shock Advisory System™: An ECG analysis system that advises whether a shock is appropriate.

cprINSIGHT™ analysis technology: Enables the defibrillator to analyze the patient's heart rhythm while CPR is being performed.

CPR coaching: Instructions for adult and pediatric CPR, including feedback when no CPR is detected, rate and depth guidance, a metronome and instructions on hand placement.

Time to shock at 360J after CPR (with cprINSIGHT enabled):

- Semi-automatic: < 7 seconds
- Fully automatic: < 13 seconds

Charge time: 0 seconds for first 150J or 200J shock (as device is pre-charged). With cprINSIGHT enabled, subsequent shocks will be charged during CPR and ready to shock at the end of the CPR period.

Controls

Lid release/ON-OFF: Controls device power.

Shock button, semi-automatic: Delivers energy when button pressed by the user.

Shock button, fully automatic: Flashes prior to delivering shock without requiring user intervention.

Child Mode button: Allows operator to switch to Child Mode for reduced energy and CPR guidance appropriate for children.

Language button: Optional feature allows operator to switch between the primary and secondary languages for an optional multi-language configuration.

Electrical protection: Input protected against high voltage defibrillator pulses per IEC 60601-1/EN 60601-1.

Safety classification: Internally powered equipment. IEC 60601-1/EN 60601-1.

User interface

User interface: The user interface includes voice prompts and audible tones.

ClearVoice™ technology: Detects background noise and adjusts audio and voice prompts to ensure they can be heard clearly in noisy environments.

Device status indicators: Visual and audible indicators indicating system readiness (device, pads and battery).

Environmental

Note: All performance specifications defined assume the unit has been stored (two hours minimum) at operating temperature prior to operation.

Operating temperature: $+32^{\circ}$ to $+122^{\circ}$ F (0° to $+50^{\circ}$ C).

Storage temperature: -22° to $+140^{\circ}$ F (-30° to $+60^{\circ}$ C) with battery and electrodes, maximum exposure time limited to one week.

Long term storage: Always store the defibrillator within the recommended temperature range of 59° to 95°F (15° to 35°C).

Altitude: -1,253 to 15,000 ft (-382 to 4,572 m).

Relative humidity: 5 to 95% (non-condensing).

Dust and water resistance: IEC 60529/EN 60529 IP55 with electrodes connected and battery installed.

Shock: IEC 60068-2-27, (40g, 11 ms pulse, $\frac{1}{2}$ sine each axis).

Vibration: MIL-STD-810G, method 514.6, helicopter – category 14 and ground vehicle – category 20.

Physical characteristics

With handle, including electrodes and battery:

- Height: 3.8 in (9.7 cm)
- Width: 8.9 in (22.6 cm)
- Depth: 10.8 in (27.4 cm)
- Weight: 4.5 lb (2.0 kg)

Accessories

Primary battery:

- Type: Lithium manganese dioxide (Li/MnO₂), 12.0V, 4.7 amp-hours.
- Capacity (at 20°C): Will provide 166 200 joule shocks (with one minute of CPR between shocks) or 103 360 joules shocks (with one minute of CPR between shocks) or 800 minutes of operating time.
- Standby life (assuming daily tests only):

A new battery provides device power for 4 years if installed in device that is not used

- **Replace battery indication:** At least 6 shocks and 30 minutes of operating time remain when first indicated.
- Weight: 0.7 lb (0.3 kg)

Electrode pads:

- **Pads:** Can be used on both adult and pediatric patients.
- **Pads packaging:** User intuitive, rapid access electrodes.
- Pads replacement: Replace every 4 years or after each patient use.

Data storage

Memory type: Internal digital memory (flash RAM).

ECG storage: Minimum 60 minutes of ECG stored for two patient episodes.

Communications

Communications: USB, Wireless 802.11 b/g/n data transfer to LIFELINKcentral™ AED program manager or LIFENET® System.

Let's save more lives with the LIFEPAK AED response system

We are working on a future where better technology enables better outcomes—and more lives saved. When SCA strikes, you want the best for your employees, customers, students and the public. Designed by the trusted industry leader in emergency response technology, the LIFEPAK CR2 defibrillator with LIFELINKcentral AED program manager gives users the solution they need to effectively respond to an SCA emergency—all while maintaining its own readiness through self-monitoring, making AED program management nearly effortless.

References

- 1 Graham R, McCoy M, Schultz A. Strategies to Improve Cardiac Arrest Survival, A Time to Act. Institute of Medicine Report, 2015.
- 2 Christenson J, Andrusiek D, Everson-Stewart S, et al. Chest compression fraction determines survival in patients with out-of-hospital ventricular fibrillation. Circulation. 2009;120:1241-1247.
- 3 Berg RA, Hemphill R, Abella BS, Et al. Part 5: Adult Basic Life Support: 2010 American Heart Association Guidelines for Cardiopulmonary Resuscitation and Emergency Cardiovascular Care. Circulation. 2010:122[suppl 3]:S694.
- 4 Brouwer T, Walker R, Chapman F, Koster, R. Association Between Chest Compression Interruptions and Clinical Outcomes of Ventricular Fibrillation Out-of-Hospital Cardiac Arrest. Circulation. 2015;132:1030-1037.
- 5 Physio-Control Internal Semi-Automatic AED Comparison Usability Study, August 2016.

BRIEF SUMMARY OF INDICATIONS AND IMPORTANT SAFETY INFORMATION

INDICATIONS FOR USE: LIFEPAK CR2 AED is indicated for use on patients 1 year of age or older in cardiopulmonary arrest. The patient must be unresponsive (unconscious), not breathing normally, and showing no signs of circulation (for example, no pulse, no coughing, or no movement). cprCOACHTM Feedback
Technology in CR2 AED is indicated for use on cardiopulmonary arrest patients and provides CPR guidance in accordance with AHA Guidelines for patients 1 year of age or older. AED is intended for use by personnel who have been trained in its operation. Users should have received training in basic life support/AED, advanced life support, or a physician-authorized emergency medical response training program. The LIFEPAK CR2 Defibrillator is indicated to be used with the OUIK-STEPT Pacing/ECG Defibrillation Electrodes and the LIFEPAK CR2 Lithium Battery.

CONTRAINDICATIONS: LIFEPAK CR2 AED is not indicated for patients who are conscious and responsive.

DANGER: Do not use LIFEPAK CR2 in presence of flammable gases or anesthetics.

WARNINGS: LIFEPAK CR2 AED delivers up to 360 joules of electrical energy. Unless used properly by following AED's visual and audio prompts, this electrical energy may cause serious injury or death. • When instructed EVERYONE CLEAR, do not touch AED, patient, electrode pads or any material/fluid in contact with patient. Make sure no one is touching patient when AED shocks patient. • Do not immerse AED in water or other fluids. Avoid spilling fluids on AED or its accessories. • Do not store in presence of flammable gases, anesthetics or in direct contact with flammable material. Use care when operating close to oxygen sources. Turn off gas source or move it away from patient during defibrillation. • Equipment operating in close proximity may emit strong electromagnetic interference (EMI) or radio frequency interference (RFI) which could affect performance of AED. • Keep AED away from magnetic resonance imaging (MRI) equipment as it is unsafe. • AED should not be used adjacent to or stacked with other equipment. • Do not touch patient and USB connector on back of AED simultaneously. • Replace battery immediately when AED indicates battery is low. • Use only accessories specified by Physio-Control or Stryker. Using other manufacturers' accessories may cause AED to perform improperly and may invalidate safety agency certification. Contact authorized service personnel for repair. • QUIK-STEP electrode pads: Place pads so they adhere to skin completely. • Do not allow pads to touch each other or any material on patient's chest. • Do not use damaged, expired, or dried-out pads. Dried out or damaged pads may cause electrical arcing and skin burns during defibrillation. • Do not pull red handle to open electrodes until immediately before use. • QUIK-STEP electrodes provided with CR2 are not compatible with LIFEPAK 500 device. Emergency medical personnel should not connect these electrodes to LIFEPAK 500 device.

CAUTIONS: Damaged batteries may leak and cause personal injury or equipment damage; handle with extreme care. • Do not open device lid unnecessarily as this will reduce internal battery power.

POTENTIAL ADVERSE EFFECTS (for example, complications): Failure to identify shockable arrhythmia • Failure to deliver a defibrillation shock in presence of ventricular fibrillation (VF) or pulseless ventricular tachycardia, which may result in death or permanent injury • Inappropriate energy delivery which could cause failed defibrillation or post-shock dysfunction • Myocardial damage • Incorrectly shocking a pulse-sustaining rhythm and inducing VF or cardiac arrest • Bystander shock from patient contact during defibrillation shock • Interaction with pacemakers • Skin burns around electrode pad placement area • Allergic dermatitis due to sensitivity to materials used in electrode construction • Minor skin rash • Fire hazard in presence of high oxygen concentration or flammable anesthetic agents • EMI from AED impacting other devices especially during charge and energy transfers.

U.S. Federal law restricts this device to sale by or on the order of a physician.

Please consult Operating Instructions at www.physio-control.com or call 800.442.1142 for complete list of indications, contraindications, warnings, cautions, potential adverse events, safety and effectiveness data, instructions for use and other important information.

If you purchased your LIFEPAK CR2 defibrillator from an authorized Stryker distributor or reseller, this distributor or reseller will have access to your LIFELINKcentral AED program manager account and may receive notifications prompted by the LIFEPAK CR2 defibrillator. Please note that this setting to notify your distributor or reseller can be disabled at ANY time: if you wish to disable this setting, please send a request to Stryker customer support to self-manage your site without notifications to your distributor or reseller.

All claims valid as of December 2018.

Physio-Control is now part of Stryker.

For further information, please contact Stryker at 800.442.1142 or visit our website at www.strykeremergencycare.com

Physio-Control Manufacturing

11811 Willows Road NE Redmond, WA 98052 www.physio-control.com

Customer Support P. O. Box 97006

Redmond, WA 98073 Toll free 800 442 1142 Fax 800 426 8049



Physio-Control, Inc., 11811 Willows Road NE, Redmond, WA 98052 USA

Purchase Order Form



Account Manager: Jamie Smith Purchase Order Date: 09-13-2023 09:28:00 -0400

Cell Phone : Expected Delivery Date :

Stryker Quote Number: 10773293

Customer PO Number:

Bill To	Customer # : 20126697
Company Name :	CITY OF NORTHVILLE
Contact or Department :	
Street Address:	
Addt'l Address Line :	
City, ST, ZIP:	, ,
Phone :	

Ship To / End User	Customer # : 20126697
Company Name :	CITY OF NORTHVILLE
Contact or Department :	
Street Address :	215 W MAIN ST
Addt'l Address Line :	
City, ST, ZIP:	NORTHVILLE, Michigan , 48167-1599
Phone :	

Deliver To	Customer # : 20126697
Company Name :	CITY OF NORTHVILLE
Contact or Department :	
Street Address :	215 W MAIN ST
Addt'l Address Line :	
City, ST, ZIP:	NORTHVILLE, Michigan , 48167-1599
Phone :	

Authorized
Customer
Initials

Authorized	
Customer	
Initials	

Authorized	
Customer	
Initials	

Description	Total
	\$6,364.26

Total: \$6,364.26

Purchase Order Form

Attachment: Stryker Quote Number: 10773293



Accounts Payable Contact Information
Name :
Email:
Phone :
Authorized Customer Signature
Name :
Title:
Signature :
Date:

stryker

CR2 Police AEDs

Quote Number: 10773293

Version:

Prepared For: CITY OF NORTHVILLE Rep: Jamie Smith

Attn: Email: jamie.smith@stryker.com

Phone Number:

Mobile: (269) 303-1257

Service Rep: Matthew Monroe

Quote Date: 09/13/2023 Email: matthew.monroe@stryker.com

Expiration Date: 09/30/2023

Contract Start: 08/31/2023

Contract End: 08/30/2024

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99512-001261	LIFEPAK CR2 Defibrillator, Semi-Automatic, WIFI, English, carrying case, 8 year warranty. Includes 1 PR QUIK-STEPectrodes and 1 battery (4 years each), LIFELINKcentral AED Program Manager Basic Account, USB cable, Operating Instructions	PCE	3	\$1,984.33	\$5,952.99
2.0	11101-000021	QUIK-STEP pacing/ECG/defibrillation electrodes, 4 year. Includes electrode cover, 1 set of adult/ pediatric electrodes, LPCR2	PCE	3	\$107.97	\$323.91
			E	quipment	Total:	\$6,276.90

Price Totals:

Estimated Sales Tax (0.000%): \$0.00
Freight/Shipping: \$87.36
Grand Total: \$6,364.26

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at www.stryker.com/stnc.

stryker

CR2 Police AEDs

Quote Number: 10773293

Version: 1

Prepared For: CITY OF NORTHVILLE Jamie Smith Rep:

> jamie.smith@stryker.com Attn: Email:

> > Phone Number:

Mobile: (269) 303-1257

Service Rep: Matthew Monroe

Email: matthew.monroe@stryker.com

Quote Date: 09/13/2023 **Expiration Date:** 09/30/2023 Contract Start: 08/31/2023 Contract End: 08/30/2024



COUNCIL COMMUNICATIONS

TO: City Council

FROM: Wendy Wilmers Longpre, Dir. of Strategic Plan. & Special Projects

DATE: September 18, 2023

SUBJECT: City Hall Roofing Consultant Services Contract

BACKGROUND

Northville City Hall was initially constructed in 1967 and several additions were constructed over the years to reach the existing footprint. The building is frame and masonry built, with both single and double story sections. The Northville Fire Department, Police Department and administrative services are all housed in City Hall, as is the Northville DDA. A large central meeting room serves as Council chambers and the primary public meeting room for governmental operations.

City Hall is covered by +/- 14,000 sf of high slope roof +/- 4,000 sf of low slope roof, see attached. The high slope roof is a 3-tab asphalt shingle and the low slope roof is EPDM single-ply roof membrane, with a small section of white thermoplastic membrane. The roof has no ridge vents and the soffit vents appear to be covered with plywood substrate. Access to the roof is by ladder only and the age of the roof is unknown. A plan view of the roof is attached.

ANALYSIS

In 2018, a condition assessment was completed of the City Hall roofs which indicated that the entire roof was at the end of its life cycle. The assessment noted that the asphalt shingles were severely deteriorated and the EPDM membrane showed significant seam failure and shrinkage. The high slope sections of the roof contained loose shingles, significant holes and missing nails throughout, and numerous areas where the scrim (non-woven reinforcing mesh) was exposed. The low slope roof sections were noted to have minimal insulation and numerous areas of standing water. The condition assessment was updated in 2023 and confirmed a continued degradation of the roofing systems, indicating that at this point they need to be replaced to avoid substantial failure.

Proposals have been received from roofing design consultants to develop plans and specifications to completely re-roof City Hall. Roofing Technology Associates, LTD (RTA) out of Livonia, Michigan has provided the proposal that has been deemed most advantages to the City.

City of Northville OFFICE OF STRATEGIC PLANNING & SPECIAL PROJ. 215 West Main Street Northville, MI 48167

> (248) 449-9905 www.ci.northville.mi.us

RTA was established in 1991 and is a full-service roof consulting firm. They provide design, evaluation and supervision of roofing projects and are an independent consultant firm, meaning they are not affiliated with any specific material manufacturer or contracting firm.

RTA has not performed work for the City before but were referred to us by M. Architects. Their projects include work for Livonia, Utica and Fowlerville Public School systems, Cranbrook Chase and Williamsburg condominium complexes, and St. Thomas Church of Ann Arbor.

BUDGET IMPACT

\$300,000 has been identified in the Public Improvement Fund reserves to re-roof City Hall. RTA proposes to provide design and bidding assistance services for this project for \$9,900, with an additional fee if sealed construction plans are required, see attached proposal.

The 2023 Roof Assessment provided an estimate of probable cost to replace the roof of \$305,000- \$365,000. Depending on bid prices, additional funds are likely to be required.

RECOMMENDATION

It is recommended that Roofing Technology Associates, LTD be contracted to provide design and bidding services to re-roof City Hall.

RECOMMENDED MOTION

Move to authorize the City Manager to sign the September 5, 2023 proposal from Roofing Technology Associates, LTD in the amount of \$9,900 for roofing specifications and bidding assistance for re-roofing Northville City Hall and furthermore approve an additional \$3,000 for sealed construction plans and any additional professional services that may be needed.

WWI lines Corgpie	
1010 41 2017 pag	George Lahanas
DEPARTMENT U'	CITY MANAGER

Attachments (2)

City of Northville - City Hall Northville, MI



PLAN VIEW



- SHINGLE ROOF

- SINGLE PLY MEMBRANE

GENERAL ROOF NOTES:

- ROOF ACCESS IS BY LADDER ONLY
- MAIN SECTION CONSISTS OF A SHINGLED ROOF WITH APPROXIMATELY 4/12 PITCH
- SHINGLED ROOF IS AN OLDER, 3-TAB SHINGLE
- VENTING FOR SHINGLE ROOF APPEARS TO BE INADEQUATE, UTILIZING ONLY GABLE LOUVERS. IT IS NOT KNOWN IF LOUVERS ARE MECHANICAL, AND IF SO, IF THEY ARE OPERATING PROPERLY
- THERE ARE NO SOFFIT VENTS OR RIDGE VENTS
- THERE ARE AREAS WHERE THE FLAT ROOF SECTIONS ARE INTEGRATED INTO THE SHINGLED SECTION, WHICH WOULD MAKE IT DIFFICULT TO TIE THE SECTIONS PROPERLY WITHOUT REPLACING BOTH
- LOW SLOPE ROOF SECTIONS CONSIST OF A SINGLE-PLY, EPDM MEMBRANE WITH MINIMAL INSULATION
- BOTH TYPES OF ROOFS ARE AT THE END OF THEIR LIFE CYCLE

EXISTING ROOF COMPOSITION

- SECTION 1: 3-TAB SHINGLE OVER PLYWOOD DECK
- SECTION 2: PLYWOOD DECK / 1/2" WOOD FIBER Insulation / FULLY ADHERED EPDM MEMBRANE

EXISTING ROOF

- SHINGLE SECTION: 14,000 sf
- SINGLE PLY SECTION: 4,000 sf

EXISTING ROOF DETAILS

- Wood Deck
- Shingle Roof
- Single Ply, EPDM Roof
- **Gutters and Downspouts**
- Mech. Equip. Curbs
- Exhaust Fans/Ducts
- Pitch Pockets
- Masonry Wall



CITY HALL



ROOFING TECHNOLOGY ASSOCIATES, LTD.

38031 SCHOOLCRAFT LIVONIA, MICHIGAN 48150-1065 (734) 591-4444 ● FAX (734) 591-1660 ● E-MAIL: rta@rtaltd.com Web site www.rtaltd.com

September 5, 2023

Ms. Wendy Wilmers Longpre Director of Strategic Planning/ Projects City of Northville 215 West Main Street Northville, MI 48167 wlongpre@ci.northville.mi.us

RE: REMEDIAL ROOFING SPECIFICATIONS, BIDDING ASSISTANCE AND QUALITY

CONTROL MONITORING

City of Northville City Hall

Northville, Michigan

Dear Ms. Longpre:

In accordance with your request, we are pleased to submit this proposal to provide roof consulting services for the above-referenced project. This proposal has been prepared based upon information obtained during our recent conversations, a brief visit to the building and our experience on similar projects. The purpose of our proposed roof consulting services will be to prepare plans, technical specifications and details for roof replacement of the designated roof areas of City Hall. We also propose to provide bidding assistance services for this project and quality control monitoring.

The purpose of this correspondence is to outline our proposed scope of services and to provide you with a fee for our services. We trust you will find this proposal acceptable and will retain our firm to perform the desired professional roof consulting services.

City Hall was built in 1967 and several building additions have been added since then. The building is one and two stories tall and consists of multiple low slope and steep slope roof areas. The low slope roof areas are covered with EPDM elastomeric single-ply roof membrane. One low slope shed dormer appears to be covered with white thermoplastic single-ply membrane. The steep slope roof areas are covered with asphalt shingles. There is a steep slope canopy and a shed dormer covered with sheet metal roof panels which we understand is not to be included in our scope of work. The low slope and steep slope roof areas included in our scope of work total approximately 15,900 square feet in size.

In order to meet the project requirements, we propose to provide the personnel and expertise necessary to complete the following phases of services.

Ms. Wendy Wilmers Longpre September 5, 2023 Page 2



PHASE I - PLANS AND TECHNICAL SPECIFICATIONS

Remedial roofing specifications will be prepared based upon pertinent information gathered during site visits to determine specific existing conditions. The specifications will include written technical specifications, plans and details necessary to clearly define the scope of the remedial roof work. The items of work will include:

- Review of available construction plans and details and compiling any other available information regarding the details of existing construction.
- Examination and evaluation of the roof areas designated for remedial work, including sampling of the existing roof system at walls, curbs and perimeter edges.
- Examination of the attic spaces below the steep slope roof areas. Work items discovered during the attic inspection will be incorporated into the technical specifications to be included in the Contractor's scope of work. We have already identified lack of intake attic ventilation due to solid plywood substrate behind the soffit panels.
- Preparation of technical specifications for the recommended remedial roofing work including those plans and details necessary to provide a complete contract document. The specifications will establish the specific types of materials to be used and will provide a detailed description of the work required to properly complete the remedial roof work.
- The reroofing specifications will be incorporated with general requirements and procurement and contracting requirements to provide a complete bidding document. We understand that the City of Northville has general requirements, supplemental requirements, procurement and contracting requirements to be included as well. We will require electronic files of the requirements required by the City of Northville for incorporation of these requirements into the bidding documents.
- RTA does not have a professional engineer or registered architect on our staff. As of late, the public sector projects are more frequently requesting stamped drawings by either a professional engineer or registered architect. We would use Mr. Robert Miller of M Architects to provide this service if necessary. Fees for M Architects to provide this additional service are not included in this proposal.
- A few specific items discussed during our meeting include pricing to remove and discard the cupola versus reusing the cupola and pricing to install new gutters and downspouts. These specific items will be included as alternate prices to be accepted or rejected by the City.

PHASE II - BIDDING ASSISTANCE

We will include the following phase of services to assist in bidding the project to roofing contractors. We have outlined the items of work and have provided fees for this work.

Ms. Wendy Wilmers Longpre September 5, 2023 Page 3



- Assistance will be provided in the selection of qualified contractors to bid the required work.
- Attend a pre-bid meeting at the project sites with the bidders to answer questions they may have regarding the project specifications.
- Answer bidder's questions regarding the scope of work for the projects during the bidding period. Reply to requests for information from the bidders during bidding period.
- Evaluation of the submitted bids will be provided to assist in the selection of the contractor(s) to perform the work. A written recommendation relative to our evaluation of the bids will be submitted.

GENERAL

One of our Registered Roof Consultants (RRCs) will serve as Project Manager on this project. Other staff members will be assigned to the project once the project schedule is formalized.

PROFESSIONAL FEES

Professional fees for the Phases I and II work and personnel required to complete the above outlined roof consulting services will be billed on a lump sum basis.

The total fees for the **Phase I** services as outlined herein will be:

LUMP SUM\$	7,800
The total fees for the Phase II services as outlined herein will be:	
LUMP SUM	2,100

Should you require other roof consulting services during this project which are in addition to the stated scope, additional charges will be based upon our current Fee and Rate Schedule, a copy of which is attached. Such additional services may include any other authorized project-related meetings and/or site visits in addition to those stated above. No work requiring additional fees will be performed unless authorized by the Owner.

QUALITY CONTROL MONITORING SERVICES

We can provide quality control monitoring services during the remedial roof work to verify that the construction activities are in accordance with the contract documents and sound roofing practices. Ms. Wendy Wilmers Longpre September 5, 2023 Page 4



We can submit a separate proposal to you for quality control monitoring services following the bidding of the project should you so desire. For your consideration, part-time quality control monitoring in the Northville area is approximately \$600 per day. Punchlist site visits are typically approximately \$1,100 per visit. We will formalize a proposal for this additional service upon your request.

We appreciate this opportunity to submit our proposal for your consideration and look forward to working with you on this project. Do not hesitate to call us should you have any questions regarding this submittal. Please indicate your acceptance of this proposal by issuing to us a purchase order or other written authorization or by having the appropriate person sign below and return one copy of this proposal to us as our authorization to proceed. Thank you.

proceed. Thank you.	
Sincerely,	
ROOFING TECHNOL	LOGY ASSOCIATES, LTD.
Ronald D. Kinne, RRO Project Manager	D, RRO
Attachment	
ACCEPTED FOR:	
BY:	
TITLE:	
DATE:	



ROOFING TECHNOLOGY ASSOCIATES, LTD.

38031 SCHOOLCRAFT LIVONIA, MICHIGAN 48150-1065 (734) 591-4444 • FAX (734) 591-1660 • E-MAIL: rta@rtaltd.com Web site www.rtaltd.com

FEE AND RATE SCHEDULE PROFESSIONAL SERVICES

PERSONNEL

Fees for our services will be based upon the time worked on the project by professional, technical and clerical personnel according to the following schedule:

PER HOUR

Senior Project Manager	\$160.00
Project Manager	
Senior Roof Consultant	\$140.00
Project Roof Consultant	\$120.00
Staff Roof Consultant*	\$110.00
Senior Roof Technician*	
Roof Technician*	\$90.00
CADD Operator*	\$90.00
Secretarial Services*	\$60.00

^{*}For these personnel, overtime work will be charged at a rate equal to 1.3 times the Standard Rate.

A premium of 50 percent will be added to hourly rates for depositions and expert witness testimony.

EXPENSES

The following expenses, when incurred in connection with the project, will be charged at the rates shown:

Transportation, Lodging and Subsistence for Out of Town Travel	Cost+15%
Printing, Reproduction, Photographs, Long distance Telephone	
and Facsimile Charges, Shipping Charges, and Material Purchases	Cost+15%
Vehicle Travel for Project	\$0.85/Mile
Rental of Specialized Field, Laboratory or Monitoring Equipment	Cost+15%

SUBCONTRACTORS/SUBCONSULTANTS

On projects requiring subcontractors or subconsultants, we will obtain the services of reputable contractors or consultants to perform such work. The fees of these contractors or consultants will be added to our invoices plus a 15% service charge.

INVOICES

Progress invoices will be submitted to the client monthly and a final bill will be submitted upon completion of our services. Invoices will show charges for different personnel and expenses. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1½%) per month on past due accounts. We reserve the right to suspend or terminate work under our agreement upon failure of the client to pay invoices when due.



COUNCIL COMMUNICATIONS

To: Mayor and City Council

From: Mike Domine, Public Works Director

Date: October 2, 2023

Subject: Proposed Contract Award – 2023 Pavement Marking Program

Background: Every year the Department of Public Works oversees a pavement marking program on City streets. Most of the City's pavement marking is contracted out to contractors properly equipped for this type of work, with the DPW annually undertaking a smaller amount in parking lots and along streets in the downtown area.

Analysis: On September 13, 2023, the City received bids from 3 contractors for the 2023 Pavement Marking Program however only 2 where complete bids. The bid received are as follows:

PK Contracting \$25,568.61
Pro-Stripping \$63,782.05
Royality Pavement N/A

City Staff reviewed the low bidder's experience and ability to perform this work for the City. City Staff believes PK Contracting has the experience, manpower, and equipment sufficient to undertake Northville's pavement marking program. Therefore, it is Staff's recommendation that the City's pavement marking program contract be awarded to PK Contracting.

The Contract Documents prepared for this project have been reviewed and approved by both the City Attorney and Michigan Municipal Risk Management Authority for this project (Attachment A).

Budget Impact: For FY2024 the City has approved \$13,000 in the Major Street Fund for a Pavement Marking Program. Funding is available for the remaining cost, subject to budget amendment.

Recommendation: It is recommended that City Council approve and award a contract for the 2023 Pavement Marking Program in the amount of \$25,568.61 to PK Contracting and approve the budget amendment in amount of \$13,000.00 to the Major Streets Fund, and to authorize the DPW Director to sign this contract on behalf of the City.

Motion: I move that City Council approve and award a contract for the 2023 Pavement Marking Program in the amount of \$25,568.61 to PK Contracting and approve the budget amendment in amount of \$13,000.00 to the Major Streets Fund, and authorize the DPW Director to sign this contract on behalf of the City

Mike Domine	George Lahanas
DEPARTMENT	CITY MANAGER



INVITATION FOR BIDS

2023 PAVEMENT MARKING PROGRAM

Sealed bids will be received in the City of Northville Council Chambers, City Hall, 215 W. Main Street, Northville, Michigan 48167 until 10:30 A.M. local time on September 13, 2023 for CITY OF NORTHVILLE 2023 PAVEMENT MARKING PROGRAM as specified. This invitation for bids with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute a contract between the City of Northville and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page and submit all information requested herein in order for a bid to be responsive. Failure to do so may result in the bid being rejected as non-responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the City Clerks Office, 215 W. Main Street, Northville, Michigan 48167. This bid shall bear the inscription "Bid for CITY OF NORTHVILLE 2023 PAVEMENT MARKING PROGRAM." Bids must be received before the time of the Bid Opening. Late bids will not be considered. The City reserves the right to postpone the Bid Opening for its own convenience.

Proof of required insurance will also be required if awarded a contract.

The Contractor will be expected to comply with all regulations specified in Title VI as outlined in this document.

The City of Northville reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Mike Domine
Public Works Director- mdomine@ci.northville.mi.us

Michael Smith City Clerk

BID AND AWARD

The undersigned, having become thoroughly familiar with all the bid/contract documents incorporated herein, the streets and local conditions affecting the work, hereby proposes to undertake everything required to be performed in the strict conformity with these documents and current Standard Specifications for Highway Construction of the Michigan Department of Transportation, necessary to complete in a workmanlike manner the subject program for the City of Northville at the unit prices stated below.

Item	Description	Qty.	Unit	Unit Price	Total
1	4" Yellow (Centerline)	21,479'	Ft.	\$.29	\$ 6,228.91
2	6" White (Bike Lane)	13,620'	Ft.	\$.29	\$ 5 3 11 80
3	4" White (Lane Line)	1,720'	Ft.	\$.29	\$ 498.80
4	6" Yellow (Cross Hatching)	286'	Ft.	\$ 1.85	\$ 529.10
5	Left Turn Arrow	17 ea.	Ea.	\$ 110.00	\$ 1,870.00
6	Right Turn Arrow	5 ea.	Ea.	\$ 110.00	\$ 550.00
7	Thru Arrow	8 ea.	Ea.	\$ 100.00	\$ 800.00
8	Right/Thru Arrow	3 ea.	Ea.	\$ 160.00	\$ 330.00, 480.00
9	Left/Thru Arrow	2 ea.	Ea.	\$ 160.00	\$ 320.00
10	Only Legend	15 ea.	Ea.	\$ 110,00	\$ 1,450.00
11	School Legend	9 ea.	Ea.	\$ 150.00	\$ 1,350.00
12	Bicycle Symbol (Shared Lane Marking)	32 ea.	Ea.	\$ 140.00	\$ 4440.00
13	Yield Triangle	36 ea.	Ea.	\$ 25.00	\$ 900.00
14	Railroad Symbol (Complete)	2 ea.	Ea.	\$ 300.00	\$ (000.00

Total Bid for 2023 Pavement Marking Program: \$ 25, 568.

- CROSSWALK & STOP BARS NOT INCLUDED IN PROGRAM
- ITEMS 1-4 LONGITUDINAL LINES SPRAYABLE THERMOPLASTIC
- ITEMS 5-14 SYMBOLS, ALPHABETS, SPECIAL MARKINGS WATERBORNE

The undersigned bidder agrees to hold the above un	it prices for an	additional two years	(2024 and 2025).
Please answer by checking the appropriate line.	Yes	No	().
If No was checked, the undersigned bidder agrees to (2024 and 2025), but the unit prices are to increase	extend this co	ntract for an addition	al two years

If the above contract extension lines have not been completed by the Contractor, an additional two-year contract extension will not be considered for this bid. If a contract extension is agreed to by both parties of this agreement, it will be done via Change Order at a later date and not as a part of this original agreement.

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any changes from this list shall be permitted only with the consent of the City of Northville.

LIST NAME OF EACH SUB-CONTRACTOR AND BRIEF DESCRIPTION OF WORK TO BE DONE:

I hereby state that all of the informathereby state that I have the authority to substancepted by the City of Northville. I hereby otherwise colluded with any other bidder, accepted anything of value from an official of to destroy or hinder free competition.	mit this bid, which reby state that I nor have I made a	h will become a binding contract have not communicated with n any agreement with nor offered	if or or
I hereby state that I have read, understand, document.	and agree to be	bound by all the terms of this b	oid
Signature Spen	Nama	ins C. SHEA	
9.11.23	Name	LESIDENT	
Date	Title	203108~ 1	
T.K. CONTRACTIVE, UC		KRETT DR. TROY, MI 48	308
Firm Name:	Address	1	
248 362 2130			
Гelephone			
Accepted by the City of Northville:			
Nam	ie	Date	

INSTRUCTIONS TO BIDDERS

- 1. EXAMINATION OF BID DOCUMENT Before submitting a bid, bidders shall carefully examine these specifications and shall fully inform themselves as to what is required by the City of Northville. The bidder shall indicate in the bid the sum amount to cover the cost of all items included on the bid form.
- 2. PREPARATIONS OF BID The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The City of Northville will maintain and guarantee confidentiality of the contents until the specified opening date and time.

- 3. EXPLANATION TO BIDDERS Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
- 4. WITHDRAWAL OF BIDS Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No Bid may be withdrawn for at least ninety (90) days after bid opening.
- 5. ALTERNATE BIDS Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
- 6. LATE BIDS Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
- 7. UNIT PRICES If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
- 8. SCHEDULE If awarded this work, the successful Contractor is expected to schedule this project between the months of July and September. All work should be completed before Oct. 31, 2023.

AGREEMENT CITY OF NORTHVILLE PAVEMENT MARKING PROGRAM

2023 by and

THIS AGREEMENT is made this day of

between the CITY OF NORTHVILLE hereinafter referred to as the "OWNER", and hereinafter referred to as the "Contractor" as	
follows:	
That whereas the Owner by due Advertisement for Bids has invited proposals for doin the work hereinafter specified; and the Contractor has submitted a Bid which has been accepted.	g
NOW THEREFORE, the OWNER and the CONTRACTOR for consideration hereinance forth, agree as follows:	fter
1. WORK INCLUDED: The contractor shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories, and perform and complete all work called for in the specifications in strict compliance with these Contract Documen which are hereby made a part of the Contract, including any addenda issued during the bidding process.	ts,
2. COMPENSATION: The City of Northville will pay the Contractor for the performance of the items listed in the "Bid and Award" form at the rates provided by the Contractor for the not-to-exceed total cost of:	n l
(\$	_)

3. TIME OF COMPLETION:

The Contractor shall begin work under this contract on a date specified in a written "NOTICE TO PROCEED" and shall perform the specified work over a two-year period with an anticipated completion date of October 31, 2023.

4. CONTRACT DOCUMENTS:

The Advertisement for Bids, the Bonds, the Bid and Award Document, the General Conditions, the Technical Specifications, the Special Conditions, Instructions to Bidders, together with the Agreement constitute the Contract Documents for this Contract, and all are as fully a part of the Contract between the City of Northville and the Contractor.

5. JOB SITE SAFETY:

Insofar as job site safety is concerned, the Contractor is responsible for its own employees and their activities on the various job sites, including the methods of work performance, superintendence, sequencing of operations, or safety in, on or about the job sites. The Contractor is solely responsible for job site safety.

6. TERMINATION:

The Agreement may be terminated by either party upon seven (7) days written notice. In the event of termination, the Contractor will be compensated by the Owner for all approved services performed up to and including the termination date.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in (3) counterparts the day and year first above written.

-	
-	(Address of Contractor)
	Ву:
	Title:
	CITY OF NORTHVILLE
	Ву:
	(Public Works Director) Witness:

INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its employees, elected and appointed officials, agents, and volunteers from and against any and all claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorneys' fees and cost of defense), proceedings, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and / or any activity associated with the work of the contractor, its agents, employees, subcontractors, or sub-consultants.

Nothing in this agreement requires the Contractor to defend and/ or indemnify the Owner for claims, injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), proceedings, orders, and decrees caused by, arising out of, or resulting from the sole negligence of the Owner, its employees, elected and appointed officials, agents, and volunteers, or for any amount greater than the degree of fault of the contractor and that of his or her respective sub-consultants or subcontractors. The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within fifteen (15) working days of Notice of Award, Certificates of Insurance as well as **required endorsements** providing insurance coverage as follows:

- (A) Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- (B) Comprehensive General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate.
- (C) Automobile Liability Insurance Including Michigan No-Fault Coverage's with limits of liability no less than \$1,000,000 per occurrence, combined single limit for bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
- (D) Additional Insured commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insured: The City of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
- (E) Cancellation Notices All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non-payment of premium, Advance Written notice of Cancellation, Non-Renewal shall be sent to: Michael Smith, Clerk, City of Northville, 215 W. Main Street, Northville, Michigan 48167.
- (F) Proof of Insurance The contractor shall provide the Owner at the time that the contracts are returned by him/her for execution, a copy of Certificates of Insurance as well as required endorsements for all coverage's as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Owner. The requirement above should not be interpreted t limit the liability of the contractor. All deductibles and SIR's are the responsibility of the Contractor.

It shall be the Contractor's responsibility to provide similar insurance for each subcontractors or to provide evidence that each subcontractor carries such insurance in like amount showing the City of Northville as "ADDITIONAL INSURED" prior to the time such subcontractor proceeds to perform under the contract.

GENERAL SPECIFICATIONS

- 1. AWARD Project will be awarded on a total basis -NOT SPLIT.
- 2. GUARANTEE The Contractor shall guarantee all materials and workmanship for a period of one (1) year from the final acceptance of the completed work and shall repair, replace or make good any materials of work, which shall fail to function or perform or be found defective, without cost to the City.
- 3. SAFETY The Contractor shall conform to all applicable OSHA and MIOSHA regulations.
- 4. INDUSTRY RULES AND CODES The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observed and comply with such laws, ordinances, and regulations, which pertain to all materials, equipment, and employees.
 - Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.
- 5. REMOVAL OF RUBBISH The Contractor shall daily remove all rubbish and accumulated materials due to his/her construction.
- 6. DIRECTOR'S STATUS The Director of Public Works or his duly authorized representative will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He shall have the authority to reject any work or materials, which do not conform to the contract and to decide questions or interpretation which may arise from the contract documents.
- 7. WAIVER OF LIEN Upon completion of all work and request for final payment, the Contractor shall furnish a full unconditional waiver of lien from each supplier and sub-contractor covering all items of work. Failure to supply full unconditional waivers of lien for the entire job upon completion and final payment request will be considered grounds for withholding final payment.
- 8. QUANTITIES The quantities shown in the PROPOSAL & AWARD page are approximate only and are subject to increase or decrease. No guarantee of maximum or minimum will be given by the City.
- SUPERVISION The Contractor shall employ an experienced superintendent or foreman on the job at all times.

SPECIAL CONDITIONS

- INTENT It is the intent of these plans and specifications to provide for a General Contractor
 who shall provide all labor, materials, tools and equipment necessary to perform quality pavement
 marking on local and major street inside the city of Northville so specified herein.
- SCOPE OF WORK This project includes but is not limited to proper repainting of centerlines, lane lines, bike lane lines, symbols and legends located on City of Northville roadways.
- QUANTITIES The quantities shown in the BID & AWARD page are approximate only and may be subject to increase or decrease. No guarantee of maximum or minimum will be given by the City.
- 4. PRICE The unit price, including its pro-rata share of overhead, multiplied by the quantity shown shall represent the total bid and shall be held firm for the life of this contract. Any bid not conforming to this requirement may be rejected as non-responsive.
- SUPERVISION The Contractor shall employ an experienced supervisor or foreman on the job at all times.
- 6. MATERIALS INSPECTION AND RESPONSIBILITY The Public Works Director shall have the right to inspect any material or equipment to be used in carrying out the terms of this contract. Any materials, equipment or completed work, which does not comply with these specifications, shall be replaced by the Contractor at no cost to the City.
- QUESTIONS Bidders shall address questions regarding this project Mike Domine, Public Works Director at (248) 449-9930
- 8. Shared Lane Marking- The Contractor shall place "Shared Lane Markings" in conformance with the Michigan Manual of Uniform Traffic Control Devices.
- Street Locations All the streets included in this program are inside and under the jurisdiction of the City of Northville. No work is being proposed on county rights-of-way.

TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded by the Northville City Council to the lowest responsible bidder whose bid, conforming to these contract documents will be the most advantageous to the City.

Notification of award will be in writing from the Public Works Director or his duly authorized agent. Upon notification, the Contractor shall submit to the Northville DPW all required insurance certificates and such other documentation as may be requested in this document. Upon their receipt and subsequent approval by the City, the Contractor will receive a written "Notice to Proceed". Work on this project shall not proceed until such notice is received by the Contractor.

- B. Changes in the bid prices by the bidder shall not be allowed. However, the City of Northville reserves the right to negotiate with bidders in the event of, but not limited to:
 - No bids received
 - Prices quoted are over budget and/or unreasonable
 - An option is submitted that modifies the service and reduces the cost.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments, modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS – NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City.

4. CONTRACT EXTENSION

The Contractor shall indicated on the Bid and Award pages that he/she is interested in extending his/her bid for an additional two years (2023 and 2024) at the same prices or at a set percentage increase/decrease.

5. TAXES

The City is exempt from all federal excise tax and state and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Northville is making no representation as to any such exemption.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Public Works Director. City Council approval is required. If changes are performed in advance of City Council approval, this work may be subject to denial and non-payment.

7. DEFAULT

The City of Northville mat at any time, by 30 day written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof.
- The unauthorized substitution of articles for those bids and specified.
- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

8. STANDARD OF PERFORMANCE

The Contractor guarantees the performance of the commodities, goods or services rendered herein accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the City's notice of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Contractor shall immediately remedy said defective performance in a manner acceptable to the City and required by these contract documents. Should the Contractor fail to immediately correct said defective performance as required by these documents, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future contract with the City.

All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

9. INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not Northville employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor, or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits,

or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

10. PROJECT SUPERVISOR

The Contractor and/or Project Supervisor shall be available to meet with the City at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five working days after the request; and, if in the sole opinion of the Public Works Director, the severity of the circumstance warrants, no more than one working day.

11. INSPECTION OF WORK SITES

Before submitting a bid for this work, the Contractor shall be responsible for examining the streets of the City of Northville and satisfying himself/herself as to the existing conditions under which he/she will be obliged to operate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on he/her part in not being familiar with the streets the Contractor is required to work on.

12. SUNDAYS AND HOLIDAYS

The Contractor will not be allowed to work on Sundays or holidays.

TECHNICAL SPECIFICATIONS

- DESCRIPTION: This work consists of furnishing and applying permanent pavement marking
 according to the Michigan Manual of Uniform Traffic Control Devices and this specification for
 Regular Dry Marking Material. All markings, shapes, and dimensions shall conform to Michigan
 Department of Transportation (MDOT) typical plans for pavement marking.
- 2. MATERIALS: The pavement marking materials shall be lead free and be selected from MDOT's Qualified Products List. Each pain container shall be plainly marked, both on the head and side, with a durable, weather-resistant marking, showing the name and address of the manufacturer or vendor, description of the material, purchase order number, batch number, date of packaging, and volume and weight of contents.

Samples for testing will be provided by the Contractor when requested by the City Engineer/Public Works Director.

- A. Glass Beads: The glass beads shall conform to the following requirements:
 - They shall be transparent, smooth and spherically shaped, free from milkiness, pits, or excessive air bubbles.
 - 2.) They shall have an index of refraction of not less than 1.50.
 - 3.) They shall have a minimum of 75% true spheres.
 - 4.) After testing for chemical stability, the residual solution shall have an alkalinity number not greater than 2.0,
 - 5.) They shall be colorless, very light gray, very light gray
 - 6.) , tinge, or bright white.
 - 7.) They shall meet the following gradation requirements:

Sieve Size	20	30	50	100
Total percent Passing	100	75-95	15-35	0-5

3. CONSTRUCTION:

A. Equipment: The pavement marking equipment shall be self-propelled when used to apply longitudinal lines. Where the configuration or location of a pavement marking is such that the use of a self-propelled pavement marking is unsuitable, such as near the town clock, other methods/equipment may be used.

The City of Northville reserves the right to inspect the Contractor's equipment before the start of the project and anytime during the execution of the work required in the contract.

The Contractor's equipment shall include a linear distance meter to measure the length of each applied line.

B. General: Prior to the application of pavement marking, the pavement surface shall be clean, dry, and free of foreign materials. The Contractor shall be responsible for removing all foreign materials which can be removed by air-blasting. The Contractor shall also be responsible for removing occasional debris or dead animals from the line tack. Lines to be retraced that are covered by large amounts of dirt and debris may require a greater effort of cleaning.

Pavement marking shall consist of lines of 4-inch, 6-inch, 8 inches, and 12-inch widths. The marking shall be white or yellow, and solid, broken, or dotted as directed by the City Engineer.

Pavement marking material application rates shall conform to current MDOT specifications.

Pavement markings are to be applied when the roadway is open to traffic. Traffic shall be maintained at all times and the striping equipment shall be operated in a manner that will make it unnecessary for traffic to cross the uncured markings.

The Contractor will not be permitted to apply centerline and edge line markings in on pass. The protection of the wet line shall be the responsibility of the Contractor. Suitable devices such as traffic cones shall be place at 100-foot intervals along regular-dry paint markings or as directed by the City Engineer.

Uncured pavement marking obliterated by traffic shall be retraced at the Contractor's expense.

Existing pavement markings are to be retraced with lines of equal length, allowing for a longitudinal tolerance of 1 foot and a transverse tolerance of 1 inch.

Applied marking shall be sharp and well defined and shall provide uniform retro reflectivity. The markings shall be free of uneven edges, over spray, or other readily visible defects which in the opinion of the City Engineer, detract from the appearance or function of the pavement markings.

Pain shall be applied when the surface temperature of the pavement is 50 degrees F or higher.

In Northville centerline marking consists primarily of a double line (two normal solid yellow lines). In these areas the Contractor will be paid for two feet of 4" yellow marking for every one foot of roadway. However, both North and South Center Streets and Taft Road have areas which have a center turn lane. Contractor can expect to be paid per foot of 4" yellow line actually placed.

The Shared Lane Marking symbol and placement shall comply with the Michigan Manual of Uniform Traffic Control Devices, Section 9C.07, Figure 9C-9. The Shared Lane Marking symbol (Special) shall be the same as above but it is to be placed on concrete surface requiring a black background.

TITLE VI -NON-DISCRIMINATION PLAN

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "Contractor") agrees, as follows:

- 1. Compliance with Regulations: The Contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 Further, on any federal assisted contract, the Contractor and sub-contractor agree to comply with the Equal Employment Opportunity Compliance Procedures, CFR 23, Subpart D Construction Contract Equal Employment Opportunity Compliance Procedures, CFR 49 Non-Discrimination in Federally-assisted Programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964. E.E. 11246, Title VII of the Civil Rights Act of 1964, Michigan's Persons With Disabilities Act of 1976, and the Michigan Elliot-Larsen Civil Rights Act of 1976.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractor, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the Contractor covers a program set for in Appendix B of the Regulations.
- 3. Solicitation for Subcontracts, including procurements of Materials and Equipment:
 In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- 4. <u>Information and Reports:</u> The Contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department of the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for noncompliance: In the event the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - Withholding payments to the Contractor under the contract until the Contractor complies, and/or
 - b. Cancellation, termination or suspension of the contract, in whole or in part.

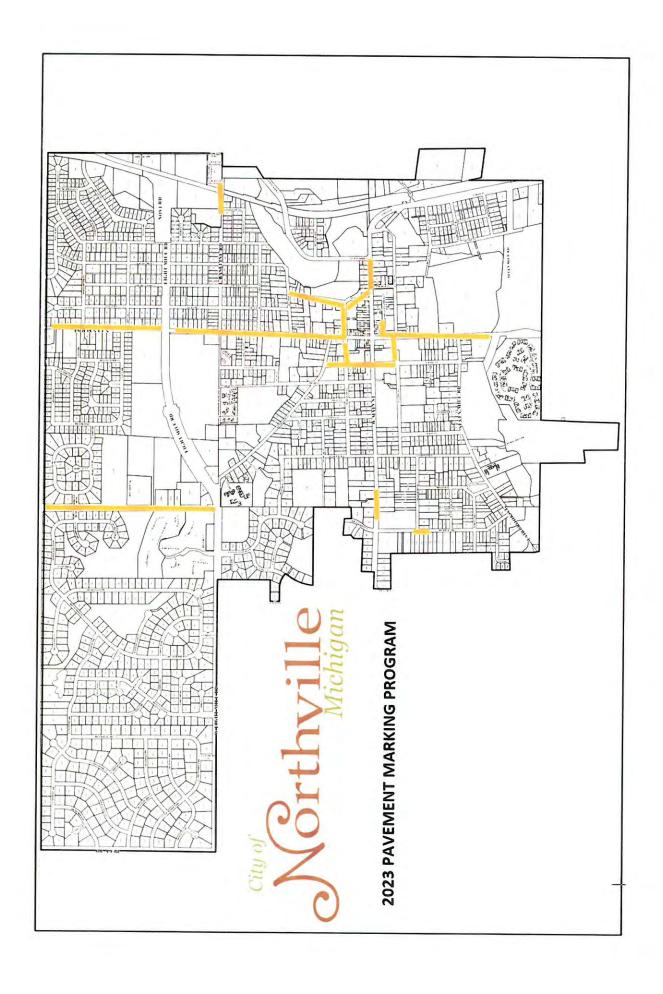
6. Incorporation of Provisions: The Contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provision including sanctions for noncompliance: Provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State Highway Department to enter into such litigation to protect the interest of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Pavement Marking Quantities – Streets (1/2) (See Location Drawing)

Item	Description	Taft Road 8-Mile to N. City Limits	Center Street N. City Limit to Dunlap	Center Street Cady to 7 mile	W. Main Clement to Wing	E. Main Hutton to Griswold	Dunlap/ Hutton N. Center to E. Main	W. Dunlap Wing to Center
1	4" Yellow (Centerline)	4,660'	9.034'	2.800'		1.300'	1,385'	700'
2	6" White (Bike Lane)	4,010'		2.800'				
3	4" White (Lane Line)	180'	490'				450'	60'
4	6" Yellow (Cross Hatching)	116'	170'					
5	Left Turn Arrow	2 ea.	12 ea.				1 ea.	1 ea.
6	Right Turn Arrow	2 ea.				-	2 ea.	
7	Thru Arrow	6 ea.					2 ea.	
8	Right/Thru Arrow		3 ea.					
9	Left/Thru Arrow						2 ea.	
10	Only Legend	4 ea.	5 ea.				3 ea.	1 ea.
11	School Legend	2 ea.	2 ea.		2 ea.			
	Bicycle Symbol (Shared Lane Marking)	6 ea.		12 ea.				
13	Yield Triangle	28 ea.					8 ea.	
14	Railroad Symbol(Complete)					1		
15	6" White (Crosswalk)	N/A	N/A	N/A	N/A	N/A	N/A	N/A
16	24" Stop Bar	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Pavement Marking Quantities – Streets (2/2) (See Location Drawing)

ltem	Description	Mary Alexander Ct. at S. Center St.	Hutton St. Rayson to Dunlap	W. Cady St. Wing to Center	Wing St. Randolph to Cady	Orchard Near Thayer	Baseline St. East of Novi Rd.
1	4" Yellow (Centerline)		1,600'				
2	6" White (Bike Lane)						
3	4" White (Lane Line)						
4	6" Yellow (Cross Hatching)						
5	Left Turn Arrow	1 ea.					
6	Right Turn Arrow	1 ea.					
7	Thru Arrow						
8	Right/Thru Arrow						
9	Left/Thru Arrow						
10	Only Legend	2 ea.					
11	School Legend					3 ea.	
	Bicycle Symbol (Shared Lane Marking)			4 ea.	10 ea.		
13	Yield Triangle						
14	Railroad Symbol(Complete)			1 17			2 ea.
15	6" White (Crosswalk)	N/A	N/A	N/A	N/A	N/A	N/A
16	24" Stop Bar	N/A	N/A	N/A	N/A	N/A	N/A





COUNCIL COMMUNICATIONS

To: Mayor and City Council

From: Mike Domine, Public Works Director

Date: September 18, 2023

Subject: Consideration of Contract Award-Parking Lot Snow Plowing

Background: In an effort to reduce overtime snow plowing costs, and still provide a comparable service to the public, starting in 2009 the City of Northville began competitively bidding after-hours parking lot snow plowing.

Analysis: On September 13, 2023 the City of Northville received 3 bids from contractors to perform after hour's snow plowing in the City's downtown parking lots. Their bids are as follows per push:

Franks Landscaping \$2,780.00
Ground Control Property Services \$2,590.00
Platinum Lawn Service \$2,990.00

City Staff reviewed the all the bidder's experience and ability to perform this work for the City. Franks Landscaping has provided the City with exceptional service since 2018. City Staff believes Franks Landscaping experience, manpower, and equipment are sufficient to continue Northville's parking lot snow plowing program. Therefore, it is Staff's recommendation that the City's snow plowing contract be awarded to Franks Landscaping.

The City Attorney has reviewed and approved the attached contract (Attachment A). and Michigan Municipal Risk Management Authority (MMRMA) has set the insurance limits required.

Budget Impact: If approved by City Council, this contract will cost approximately \$11,120.00 per year plus \$2,780.00 for each additional call out. A budget amendment will be needed

Recommendation: It is recommended that City Council approve and award a two-year contract to Franks Landscaping for snow removal services in the amount of \$11,120.00 per year plus \$2,780.00 for each additional call out. It is further recommended that the Public Works Director be authorized to sign this agreement on behalf of the City of Northville.

Recommended Motion: I move that City Council approve and award a three-year contract to Franks Landscaping for snow removal services in the amount of \$11,120.00 per year plus \$2,780 .00 for each additional call out. It is further recommended that the Public Works Director be authorized to sign this agreement on behalf of the City of Northville.

Mike Domine	George Lahanas
DEPARTMENT	CITY MANAGER

INVITATION FOR BIDS

SNOW REMOVAL SERVICES



Sealed bids will be received in the City of Northville Council Chambers, City Hall, 215 W. Main Street, Northville, Michigan 48167 until 10:00 A.M. local time on **September 13, 2023** for **CITY OF NORTHVILLE SNOW REMOVAL SERVICES** as specified. This invitation for bids with all pages, documents, and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute a contract between the City of Northville and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City.

All bidders shall complete the Bid and Award page and submit all information requested herein in order for a bid to be responsive. Failure to do so may result in the bid being rejected as non-responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the City Clerks Office, 215 W. Main Street, Northville, Michigan 48167. This bid shall bear the inscription "Bid for CITY OF NORTHVILLE SNOW REMOVAL SERVICES". Bids must be received before the time of the Bid Opening. Late bids will not be considered. The City reserves the right to postpone the Bid Opening for its own convenience.

The Contractor will be expected to comply with all regulation specified in Title VI as outlined in this document. Proof of required insurance will also be required if awarded a contract.

The City of Northville reserves the right to waive any irregularity or informality in bids, to reject any and/or all bids, in whole or in part, or to award any contract to other than the low bidder, should it be deemed in its best interest to do so.

Mike Domine
Public Works Director
mdomine@ci.northville.mi.us

Michael Smith
City Clerk
msmith@ci.northville.mi.us

BID AND AWARD

The undersigned, having become thoroughly familiar with all the bid/contract documents incorporated herein, the parking lot sites described in this document, and local conditions affecting the work, hereby proposes to undertake the proposed work in strict conformity with these documents in a professional workmanlike manner for the City of Northville at the unit prices stated below. The Contractor may be needed for three or more snow events and will be paid for each snow removal event in which they are called in to plow at the prices provided as follows:

PLOWING (No Salting Required)

	ITEM DESCRIPTION	Cost per Snowfall
1	Cady Deck	\$ 150.00
2	Main Centre Deck	\$ 150,00
3	Northville Square Parking Lot	\$ 350,00
4	Old Church Square Parking Lot	\$ 175,00
5	Marquis Parking Lot	\$ 375,00
6	E. Main Street Parking Lot	\$ 145,00
7	Church Street Parking Lot	\$ 140,00
8	Mill Race Village Parking Lot	\$ 140,00
9	Tipping Point Theater Lot	\$ 90,00
10	E. Cady Street Parking Lots	\$ 325,00
11	Hutton Street Parking Areas	\$ 100,00
12	Mary Alexander Court	\$ 200,00
13	Allen Terrace Parking Lot	\$ 250,00
14	City Hall Parking Lots	\$ 190,00

Total Bid

\$ 2,780,00

Frank's Landscaping 9/13/2003

INVITATION FOR BIDS

City of Northville Snow Removal Services

2 | Page

The undersigned bidder agrees that the following is a complete and accurate list of all sub-contractors to be utilized if awarded this contract and any changes from this list shall be permitted only with the consent of the City of Northville.

LIST NAME OF EACH SUB-CONTRACTOR AND BRIEF DESCRIPTION OF WORK TO BE DONE:

None	
I hereby state that all of the information I have provided is true, accurate and complete. I hereby	
state that I have the authority to submit this bid, which will become a binding contract if accepted by the	
City of Northville. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered or accepted anything of value from an official or employee of the City of Northville that would tend to destroy or hinder free competition.	
I hereby state that I am willing to hold my prices for a second year (November 1, 2024 to May 30, 2025). Please indicate by circling OF NO.	
I hereby state that I am willing to hold my prices for a third year (November 1, 2025 to May 30, 2026). Please indicate by circling (ES or NO.	
I horoby state that I have road understand and areas to be housed by all the same of the last	
I hereby state that I have read, understand, and agree to be bound by all the terms of this bid document	
Signature Name 9/13/2023 Member	
Frank's Landscaping & supplies 39115 Michigan Ave, Wayno M	1 46 100
Firm Name: Address Address	1 10109
Telephone	
Accepted by the City of Northville:	
Name Date	

INSTRUCTIONS TO BIDDERS

- 1. **EXAMINATION OF BID DOCUMENT** Before submitting a bid, bidders shall carefully examine these specifications and shall fully inform themselves as to what is required by the City of Northville. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
- 2. PREPARATIONS OF BID The bid shall be legibly prepared in ink or typed. If an amount already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new amount entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete mailing address of the bidder given thereon.

All bids shall be tightly sealed in an opaque envelope and properly identified. Bids opened by mistake, due to improper identification, will be so documented and resealed. The City of Northville will maintain and guarantee confidentiality of the contents until the specified opening date and time.

- 3. EXPLANATION TO BIDDERS Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before submission of their bid. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or telegram received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
- 4. WITHDRAWAL OF BIDS Bids may be withdrawn in person by a bidder or authorized representative provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid.
- 5. ALTERNATE BIDS Bidders are cautioned that any alternate bid, unless specifically requested, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirement of this IFB may be considered non- responsive, and at the option of the City, result in rejection of the alternate bid.
- 6. LATE BIDS Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
- 7. UNIT PRICES If there is a discrepancy between unit prices and their extension, unit prices shall prevail.
- 8. SCHEDULE This project covers the plowing of various different parking lots located within the City Limits of the City of Northville. This contract shall run from November 1, 2023 and conclude on May 30, 2024. Bidder should indicate on page 2 of his/her bid if they are willing to hold his/her prices for a second and third year.

AGREEMENT

CITY OF NORTHVILLE

Snow Removal Services

THIS AGREEMENT is made this	day of	, 2023 by and between
the CITY OF NORTHVILLE hereinafter	referred to as the "C	OWNER", and
trank's Landscriping Esupplie	hereinafter refe	rred to as the "Contractor" as
follows:		
That whereas the Owner by due Adv the work hereinafter specified; and t accepted.	ertisement for Bids h he Contractor has su	has invited proposals for doing bmitted a Bid which has been
NOW THEREFORE, the OWNER and t	he CONTRACTOR for	consideration hereinafter set

forth, agree as follows:

WORK INCLUDED:

The contractor shall furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and perform and complete all the work called for in the specifications in strict compliance with these Contract Documents, which are hereby made a part of the Contract, including any addenda issued during the bidding process.

2. TIME OF COMPLETION:

The Contractor shall begin work under this contract on a date specified in a written "NOTICE TO PROCEED" and shall perform the specified work over one and perhaps two or three winter periods with an anticipated completion date of May 30th, of each year.

3. CONTRACT PRICES:

The OWNER shall pay and the contractor shall receive in full compensation for doing the work under this contract, payments being computed based upon the unit price for work done, as shown in the "BID AND AWARD" document.

4. CONTRACT DOCUMENTS:

The Advertisement for Bids, the Bonds, the Bid and Award Document, the General Conditions, the Technical Specifications, the Special Conditions, Instructions to Bidders, Title VI requirements, together with the Agreement constitute the Contract Documents

for this Contract, and all are fully a part of the Contract between the City of Northville and the Contractor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in (3) counterparts.

WITNESS:	Frank Nasal
	(Name of Contractor)
	Frank's Landscaping supplies
	Frank's Landscaping supplies (Company) 3915 Michigan Aug wayne, ml 48184 (Mailing Address of Contractor), Michigan Exchange, com
	(Email address of contractor)
	313-363-346/
	(24 hr. Phone number of Contractor)
	By: Jarisa
	Title: Menter
	CITY OF NORTHVILLE
	Ву:
	(Public Works Director)
	Witness

GENERAL SPECIFICATIONS

- AWARD Project will be awarded on a total basis -NOT SPLIT.
- 2. GUARANTEE The Contractor shall guarantee all materials and workmanship.
- 3. SAFETY The Contractor shall conform to all applicable OSHA and MIOSHA regulations.
- **4. INDUSTRY RULES AND CODES** The successful bidder shall keep fully informed of all local, state, and federal laws, ordinances, and regulations. The successful bidder shall at all times observed and comply with such laws, ordinances, and regulations, which pertain to all materials, equipment, and employees.

Any permits, licenses, certificates, or fees required for the performance of the work shall be obtained and paid for by the successful bidder.

- **5. REMOVAL OF RUBBISH** During the course of plowing parking lots the Contractor shall pick up and remove any litter and rubbish materials encountered during his/her work.
- **6. DIRECTOR'S STATUS** The Director of Public Works or his duly authorized representative will have general authority to stop the work whenever such stoppage may be necessary to insure the proper execution of this contract. He shall have the authority to reject any work which does not conform to the contract and to decide questions or interpretation which may arise from the contract documents.

SPECIAL CONDITIONS

- INTENT It is the intent of these plans and specifications to provide for a contractor who shall provide all labor, materials, tools and equipment necessary to perform snow plowing of parking lots during late night and early morning hours at several locations inside the City of Northville, as specified herein.
- 2. SCOPE OF WORK This project includes the proper plowing of parking lots owned and controlled by the City of Northville. The purpose of this project is to eliminate the need for overtime plowing activities for City employees. Contractor will be expected to work through the night (2:00 a.m. to 6:00 a.m.) plowing parking lots in the City of Northville when snow accumulates to 3 inches or more as determined by the Director of Public Works or his duly authorized representative. There may be times during a weekend and on holidays when City employees are not working, that the Contractor could be called during snow events to remove snow from parking lots.
- 3. SNOW FALL EVENT- when snow accumulates to 3 inches or more as determined by the Director of Public Works or his duly authorized representative will contact contractor to schedule or mobilize to remove snow from the parking lots.
- 4. SIDEWALKS Contractor shall be careful not to plow snow onto sidewalks running through or adjacent to the parking lots. However, snow removal on sidewalks is not required as a part of this bid. In addition, the Contractor shall not plow snow onto roadways, or across public roadways or into handicap stalls.
- 5. QUANTITIES The snow plowing locations shown in the BID & AWARD page are approximate only and may be subject to minor increase or decrease. Plowing locations indicate where snow is to be stored on the parking lot for DPW removal. Snow is not to be pushed into landscaped islands located in and around the parking lots
- 6. INSPECTION OF WORK The City's Public Works Department shall inspect the plowing activities and point out to the Contractor's supervisor any discrepancies between what is being performed and what is required under this contract. The Contractor shall immediately make adjustments to eliminate these discrepancies, or face withholding of payment and possible termination of this agreement.
- 7. **SUPERVISION** The Contractor shall employ an experienced supervisor or foreman on the job when performing all work.
- **8. MATERIALS INSPECTION AND RESPONSIBILITY** The Public Works Director shall have the right to inspect any equipment being used in carrying out the terms of this contract. Any equipment or completed work, which does not comply with these specifications, shall be replaced by the Contractor at no cost to the City.
- QUESTIONS Bidders shall address questions regarding this project to Mike Domine, Public Works Director at (248) 305-2708.
- 10. PAYMENT The Contractor shall invoice the City on a monthly basis for each time he/she is called out to plow the parking lot, when in the opinion of the Public Works Director, or his representative, that snow will or has accumulated to 3" or more. As a unit price contract, the contractor will be paid for each time he is requested and he performs this service for the City of Northville.
- 11. HANDICAP PARKING SPACES It is imperative that before leaving the project site after clearing all the parking lots that the Contractor check all handicap spaces within the Northville parking system and make sure that all are cleared of any snow.
- 12. COMPLETION It is important that the Contractor creates a snow removal work plan that assures completion of all specified parking lots before 7:00 a.m. in the morning.

INDEMNITY AND INSURANCE

Contractor agrees to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Owner, its Employees elected and appointed officials, agents and volunteers from and against any and all claims injuries, demands, damages, costs, expenses, liability, suits, (including actual attorney's fees and costs of defense), or liability (including actual attorney's fees and cost of defense), proceeding, orders, and decrees of every nature and description arising before, during, or after completion of the Contractor's work caused or alleged to have been caused by, arising out of, or resulting from or occurring in connection with the performance of the work, lack of performance of the work, and/or any activity associated with the work of the contractor, its agents, employees, subcontractors, or subconsultants.

The obligation of the contractor to defend, indemnify and hold harmless the Owner shall survive and continue after final payment, completion of the work, and completion and/or termination of this agreement.

The Contractor shall procure and maintain during the life of this Agreement the insurance requirements as listed below and furnish within five (5) working days of Notice of Award, a Certificate(s) of Insurance, as well as required endorsements, providing insurance coverage as follows:

- (A) Workers' Compensation Insurance Including employers' Liability Coverage, in Accordance with all applicable statutes of the State of Michigan.
- (B) Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and completed Operations;
- (C) Automobile Liability Insurance including Michigan No-Fault Coverages, with limits of liability no less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and hired vehicles.
- (D) Additional insured Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be additional Insureds: The city of Northville, all elected and appointed officials, all employees, and volunteers, all boards, commissions, and/or authorities and board members including employees and volunteers thereof. It is understood and agreed that by naming the city of Northville as additional insured coverage afforded is considered to be primary and any other insurance the City of Northville may have in effect shall be considered secondary and/or excess.
- (E) Cancellation Notices All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, ten (10) days for non- payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Dianne Massa, Clerk, city of Northville, 215 W. Main Street, Northville, Michigan 48167.
- (F) Proof of Insurance Coverage The contractor shall provide the Owner at the time that the Contracts are returned by him/her for execution a copy of Certificates of Insurance as well as required endorsements for all coverage as listed above.

If any of the above coverage expires during the term of this agreement, the contractor shall deliver renewal certificates and/or policies and endorsements to the Owner at least ten (10) days prior to the expiration date. All coverage shall be with insurance companies Licensed and admitted to do all business in the State of Michigan and acceptable to the Owner. The requirement above should not

be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

TERMS AND CONDITIONS

1. AWARD OF CONTRACT

A. This contract will be awarded by the City of Northville to the lowest responsible bidder whose bid, conforming to these contract documents will be the most advantageous to the City.

Notification of award will be in writing from the Public Works Director or his duly authorized agent. Upon notification, the Contractor shall submit to the Northville DPW all required insurance certificates and such other documentation as may be requested in this document. Upon their receipt and subsequent approval by the City, the Contractor will receive a written "Notice To Proceed" Work shall not proceed until such notice is received by the Contractor.

- B. Changes in the bid prices by the bidder shall not be allowed. However, the City of Northville reserves the right to negotiate with bidders in the event of, but not limited to:
 - No bids received
 - Prices quoted are over budget and/or unreasonable
 - An option is submitted that modifies the service and reduces the cost.

2. COMPLETE CONTRACT

This bid document together with its addenda, amendments, attachments, modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

3. SUBCONTRACTORS - NON ASSIGNMENT

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City.

4. TAXES

The City is exempt from all federal excise tax and state and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Northville is making no representation as to any such exemption.

5. PAYMENTS

Unless otherwise specified by the City of Northville in this document, the Contractor will be paid in not more than thirty days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments will be processed by the City upon receiving the original invoice from the Contractor and approval by the Public Works Director. Contractor shall invoice per snow fall called in for service. Payments are to be made on a monthly basis.

CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award, which reflects an increase or decrease in requirements or cost, shall not be permitted unless a properly drafted Change Order is submitted to the Public Works Director. City Council approval is required. If changes are performed in advance of City Council approval, this work may be subject to denial and non-payment.

7. DEFAULT

The City of Northville may at any time, by 30 day written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- Failure to provide insurance and bonds when called for, in the exact amounts and within the time specified or any extension thereof.
- Failure to perform the services within the time specified herein, or any extension thereof.
- The unauthorized substitution of articles for those bid and specified.

- Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- Failure to perform in compliance with any provision of the contract.

8. STANDARD OF PERFORMANCE

The Contractor guarantees the performance of the commodities, goods or services rendered herein accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon the City's notice of the Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Contractor shall immediately remedy said defective performance in a manner acceptable to the City and required by these contract documents. Should the Contractor fail to immediately correct said defective performance as required by these documents, said failure shall be considered a breach of this contract and grounds for termination of the same by the City. In the event of any breach of this contract by the Contractor, the Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future contract with the City.

All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

INDEPENDENT CONTRACTOR

At all times, the Contractor, any of his/her employees, or his/her subcontractors and their subsequent employees shall be considered independent contractors and not Northville employees. The Contractor shall exercise all supervisory control and general control over all worker duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension

benefit, vacation, medical benefits, life insurance or worker's unemployment compensation or the like.

10. PROJECT SUPERVISOR

The Contractor and/or Project Supervisor shall be available to meet with the City at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed two working days after the request; and, if in the sole opinion of the Public Works Director, the severity of the circumstance warrants, no more than one working day.

11. INSPECTION OF WORK SITES

Before submitting a bid for this work, the Contractor shall be responsible for examining the work site and satisfying himself/herself as to the existing conditions under which he/she will be obliged cooperate, or that in any way affects the work under this contract. No allowance shall be made subsequently, on behalf of the Contractor, for any negligence on his/her part in not being familiar with the parking lot sites.

12. NIGHTS, SATURDAYS, SUNDAYS AND HOLIDAYS

Work under this project shall be done on off hours, during the night, over the weekends and on holidays. Plowing will not be permitted during the hours of 7:00 a.m. and 4:00 p.m. on normal weekdays unless authorized by the Public Works Director or his duly authorized representative.

13. NOTIFICATION OF NECESSARY PLOWING

The Public Works Director or his duly authorized representative shall contact the successful contractor in advance of all plowing operations. When the City's representative has determined that there is or will be three (3) inches of snow, he will contact the contractor directing him/her to begin his/her snow removal operations. This procedure shall be used for nighttime plowing as well as Saturday, Sunday and holiday plowing. Bidder must provide a valid email address and phone number to receive notifications. The Contractor must begin plowing within one hour of notification.

14. STOCKPILING SNOW

The drawings attached to this document indicate the general area in which snow is to be plowed to. The Contractor shall push the snow to these locations in a manner to minimize the amount of lost parking spaces. The Contractor shall not push snow so as to create any hazardous or dangerous conditions for motorist or

pedestrians. In no situations should snow be push into handicap parking spots, sidewalks, adjacent private property or landscaped areas.

TECHNICAL SPECIFICATIONS

GENERAL PLOWING

- A. Parking lots are to be plowed when snow accumulates 3 inches or higher.
- B. Service shall be furnished 7 days a week including holidays. Contractor shall respond within one hour of notification. Under no condition shall work be performed during week days between the hours of 7:00 a.m. and 4:00 p.m. Therefore, the Contractor should have enough equipment and manpower to undertake the work and complete it within approximately four (4) hours.
- C. If the Department of Public Works has to provide snow plowing services that the contractor has not properly performed, the cost for this extra DPW effort shall be charged back to the contractor at a rate of \$100 per hour per employee.
- D. To avoid damage to pavement, Contractor will not be allowed to use shoes on their snow blades.
- E. Salt is not being called for in this bid. However, salt may be used by the Contractor at his/her own cost if the Contractor needs it to complete his required plowing. Contractor is to plow the parking lots during the night into designated areas as outlined in these documents. Plowing is to be completed before 7:00 a.m. and the placement of salt is to be left up to the Department of Public Works.
- F. Snow piles shall be properly placed to minimize the loss of parking spaces.
- G. Any damage to sidewalk, curb, manhole casting, landscaping etc. caused by snow removal is the responsibility of the Contractor to repair at no additional charge to the City
- H. The Contractor shall use rubber blades when plowing the top level of the two parking decks covered under this contract (the Main Centre Deck and the Cady Deck). Mill Race Village will be replacing drive lane to Brick Pavers in 2024 and will require rubber blade plowing.
- The Contractor shall start on the west side of the downtown area and proceed eastward. Allen Terrace and City Hall should be given highest priority for snow removal.

SNOW PLOWING SERVICES LOCATION SITES

(See City Maps)

No.	Name	Location
CONTRA	ACT A	
1.	Cady Deck	Mary Alexander Court
2.	Main Centre Deck	E. Cady Street @ S. Center Street
3.	Northville Square Parking Lot	E. Cady Street @ S. Wing Street
4.	Old Church Square Parking Lot	N. Wing Street @ W. Dunlap Street
5.	Marquis Parking Lot	E. Dunlap Street @ Hutton Street
6.	E. Main Street Parking Lot	E. Main Street @ Hutton Street
7.	Church Street Parking Lot	Church Street
8.	Mill Race Village Parking Lot	N. Griswold Street
9.	Tipping Point Theater Parking Lot	E. Cady @ S. Griswold Street
10.	E. Cady Street Parking Lots	E. Cady Street
11.	Hutton Street Parking Areas	S. Hutton Street
12.	Mary Alexander Court	Mary Alexander Court
13.	Allen Terrace Parking Lots	High Street @ Elm Street
14.	City Hall Parking Lots	W. Main Street @ S. Wing Street



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subjectives this certificate does not confer rights to	the	certi	ficate holder in lieu of s	uch end	orsement(s).		require an endorseme	nt. A	statement on
PRODUCER				CONTACT Tami Moad					
Shinberg-LTB Agency 2163 University Park Drive Suite 200 Okemos, MI 48864				PHONE (A/C, No, Ext): (517) 336-8000 FAX (A/C, No):					
			ANDRESS: tmead@sitbagency.com						
						DING COVERAGE		NAIC #	
			INSURE			Irance Company		26638	
			A TOTAL OF			rance Company		18988	
Frank's Landscaping & Supplies LLC 39115 E Michigan Ave Wayne, Mi 48184				INSURER C : Frankenmuth Mutual Insurance Company					
				INSURE					
				INSURER E :					
				INSURE					
COVERAGES CER	TIEN	CATI	E NUMBER:	1			REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIE INDICATED. NOTWITHSTANDING ANY R CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	PER POLI	F IN	SURANCE LISTED BELOW ENT. TERM OR CONDITION THE INSURANCE AFFOR LIMITS SHOWN MAY HAV	ON OF A	NY CONTRAC THE POLICI REDUCED BY I	CT OR OTHER ES DESCRIB PAID CLAIMS	RED NAMED ABOVE FOR R DOCUMENT WITH RESIDED HEREIN IS SUBJECT	PECT 1	TO WHICH THIS
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							MED EXP (Any one person)	8	10,000
							PERSONAL & ADV INJURY \$		2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER							GENERAL AGGREGATE \$		2,000,000
POLICY X PRO: X LOC							PRODUCTS - COMP/OP AGO	5 5	2,000,000
B AUTOMOBILE LIABILITY						i	COMBINED SINGLE LIMIT S		1,000,000
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Corporate Headquarters 39115 E. Michigan Ave Wayne, Michigan 48184

P: (313) 278-4855

www.mich-brick.com

Canton Township DDA

Canton, MI (734) 394-5186 Term: 2013-Current Lawn & Landscape Contact: Amy Hamilton

Grand Sawka

Michigan Angela Winstrand 248-897-8064 Lawn & Landscape, Plowing Commercial Sites

Ramco Gershenson Properties

Michigan Erin McTear 248-231-4150 Lawn & Landscape, Plowing Commercial Sites

Midamerica Property

Michigan
Brad Lefkowitz – Director of Property Management
248-756-2822
Lawn & Landscape, Plowing Commercial Sites

~ City Of Northville ~

COUNCIL COMMUNICATIONS

TO: Mayor and City Council

FROM: George Lahanas, City Manager

SUBJECT: Street Closure Request / Eaton Drive Block Party

DATE: September 18, 2023

Background: The City has received a request from the residents of Orchard Heights Subdivision to close Eaton Drive from Grandview to Thayer Boulevard from 4:00 p.m. until 7:00 p.m. on Sunday, September 24, 2023 for their annual neighborhood block party, with a rain date of October 1, 2023. The neighborhood party will include residents from Orchard Heights.

City staff have reviewed the request and find no objection to the street closure. No insurance is required for the closure as the City's insurer finds block parties to be low risk events.

The requestor will pick up and return the barricades. The barricades will need to be situated for the passage of emergency vehicles, if necessary

Recommendation: It is recommended that City Council approve the request to close Eaton Drive at Grandview and Thayer from 4:00p.m. until 7:00 p.m. on Sunday, September 24th for the Eaton Drive block party as outlined above.

Recommended Motion: Move to approve the request to close Eaton Drive at Grandview and Thayer from 4:00p.m. until 7:00 p.m. on Sunday, September 24th for the Eaton Drive block party as outlined above.

	George Lahanas
DEPARTMENT	CITY MANAGER

~ City of Northville ~

Council Communications

To: Mayor Brian P. Turnbull and City Council Members

From: Alan M. Maciag, Chief of Police

Date: September 18, 2023

Subject: Approve Addendum A to the Current CLEMIS Agreement to Share Crime

Data- CLEMIS Public Crime Search Application

Background & Analysis

The Northville Police Department currently uses the Oakland County Court and Law Enforcement Management Information System (CLEMIS) as our police records management system. As part of subscription to CLEMIS, we subscribe to crimemapping.com at a cost of \$300.00 per year. Crimemapping.com is a front facing application that allows residents to view crime data throughout the city. CLEMIS has recently announced an update to their mapping applications. CLEMIS will be moving to an ESRI platform for crime mapping purposes and our department will have access to this public facing application. The new application is similar to the crimemapping.com and comes at no cost to our agency. The new application allows the public to see crimes happening in or around their neighborhoods and allows them to receive an email alert notifying them if a crime occurs. As a current crimemapping.com agency, we have been added to the initial deployment of CLEMIS' new application called "Public Crime Search." The attached Addendum A must be signed for our department to participate and CLEMIS to publish our data within the application. I reviewed an on-line demo of the new CLEMIS crime mapping application and found it to be similar, if not better than our current crimemapping.com application. Also, the email notification feature will allow residents to be updated on a daily basis as to the crime that is occurring in their neighborhood.

It is my recommendation to sign Addendum A of the CLEMIS agreement to publish our crime data within the CLEMIS Public Crime Search application. Additionally, I will be cancelling the crimemapping.com application once the new application is up and running. CLEMIS is anticipating that the new application will be available by the end of this year. Once operational, the new application will be posted to the police department's web site.

Budget Impact

Our current CLEMIS membership fees will be reduced by \$300.00 as the new crime mapping application is provided by CLEMIS at no cost.

Recommendation

Staff recommends that City Council approve Addendum A to the current CLEMIS agreement to allow CLEMIS to publish our data within the new Public Crime Search application.

Recommended Motion

Move to approve Addendum A to the current CLEMIS agreement to allow CLEMIS to publish our data within the new Public Crime Search application. and authorize Mayor Brian P. Turnbull to sign Addendum A.

Alan M. Macíag	George Lahanas
DEPARTMENT	CITY MANAGER

ADDENDUM A

I. CLEMIS CATEGORIES / TIERS

Public Body shall receive the CLEMIS Applications and services associated with the category/tier selected below. The CLEMIS Website describes each category/tier listed below, describes the CLEMIS Applications that are received with a particular category/tier, and lists the cost for the below categories. As used in this Addendum "FTE" means Full-Time Equivalents (Sworn Officers).

⊠ <u>Tier 1</u>		
☐ 16 or more FTE's	⊠ 6 – 15 FTE's	☐ 1 – 5 FTE's
□ <u>Tier 2</u>		
☐ 16 or more FTE's	☐ 6 – 15 FTE's	☐ 1 – 5 FTE's
☐ <u>Tier 2.5</u>		
☐ 16 or more FTE's	□ 6 – 15 FTE's	□ 1 – 5 FTE's
□ <u>Tier 3</u>		
☐ 16 or more FTE's	□ 6 – 15 FTE's	□ 1 – 5 FTE's
Tier 4 Rescinded		
<u>Tier 5</u> Rescinded		
☐ <u>Tier 6</u> (eCLEMIS)		
☐ 19 or more FTE's	☐ 6 – 15 FTE's	□ 1 – 5 FTE's
☐ <u>Tier 7</u> Public Safety Answering Point (PSAP)/Central Dispatch Center		
☐ <u>Tier 8</u> Jail Management (outside Oakland County)		
□ <u>Federal Departments</u> , <u>Offices</u> , <u>or Agencies Inquiry Only in the State of Michigan</u> (does not contribute any data)		
□ <u>District Court in Oakland County</u> (excluding 52 nd District Courts)		
☐ Pays CLEMIS Fee: received ticket data load and CLEMIS Citation Payment Application is optional.		
☐ Does not pay CLEMIS Fee: receives ticket data load and must exclusively use CLEMIS Citation Payment Application.		
☐ <u>District Court outside Oakland County</u>		
☐ Pays CLEMIS Fee: receives ticket data load and CLEMIS Citation Payment Application is optional.		
☐ Does not Pay CLEMIS Fee: receives ticket data load and must exclusively user CLEMIS Citation Payment application.		
☐ <u>Circuit Court</u> (outside Oakland County, does not contribute any data)		

□ <u>Pro</u>	secutor Office (outside Oakland County, does not contrib	oute any data)
□ <u>FRI</u>	MS/CFIRS Participant (Fire Records Management Syster	n)
<u>II.</u>	Additional CLEMIS Applications	
	Body may select and shall receive any of the CLEMIS Applies for the CLEMIS Applications is set forth on the CLEMIS	·
⊠ <u>Mol</u>	oile Data Computers ("MDC")	
	☑ WITH County provided wireless	☐ WITHOUT County provided wireless
	☐ CAD Only WITHOUT County provided wireless	
□ <u>Live</u>	<u>escan</u>	
	☐ WITH printer	☐ WITHOUT printer
⊠ <u>Mug</u>	<u>gshot</u>	
	☐ Capture Station and Investigative	☑ Investigative Only
□ <u>Jail</u>	Management	
	☐ CLEMIS Member located in Oakland County	
	☐ CLEMIS Member located outside Oakland County	
□ <u>Oak</u>	xVideo (CLEMIS Member located outside Oakland County	()
⊠ <u>Crir</u>	ne Mapping Application	
Ven	ndor Name: Central Square	
Ado	lress:5160 Carroll Canyon Rd, Suite 100, San Diego, C	CA 92121
Cor	ntact: Brenda Taylor	Phone: <u>563-387-4833</u>
Em	ail: Brenda.taylor@centralsquare.com	<u> </u>

⊠ CLEMIS Public Crime Search

CLEMIS Public Crime Search is a public access site and application created by CLEMIS and Esri, that shares and publishes crime data of participating CLEMIS members on a public webpage and application and allows the public to sign up for email crime alert notifications. By selecting this application, the Public Body authorizes CLEMIS to share and publish Public Body's crime data with the public, on the CLEMIS Public Crime Search application and webpage and authorizes the public to sign up for email crime alert notifications. The Public Body authorizes CLEMIS to publicly share, publish, and provide notifications for the following crime types: Assaults, Arsons, Burglary, Disorderly Conduct, Disturbing the Peace, DUI, Drug/Narcotics, Crimes, Fraud, Homicide, Motor Vehicle Theft, Robbery, Sex Crimes, Theft/Larceny, Theft from Vehicle, Vandalism and Weapons Law Crimes.

☑ Pawn Application	
☐ Fire Records Management System	ı In Oakland County
☐ Phase I	□ Phase II
☐ Fire Records Management System	n Outside Oakland County
	Department Data Extract
☑ In Oakland County	☐ Outside Oakland County
Vendor Name: Tyler Technologies	
Address: 840 W Long Lake Rd # 150,	Troy, MI 48098
Contact: Megan Rice	Phone: 941-875-2363
Email: Megan.Rice@tylertech.com	
☑ Crash Report Payment Amount:☑ Enhanced Access Fee Disbursem	
☐ Disbursement when Reques	sted 🛮 Disbursement Quarterly
Make Check Payable to:City o	f Northville
	ectivity) OakNet connectivity is needed
COUNTY: :	
CLEMIS Division Manager	Date
PUBLIC BODY:	
Title/Name:	
Signature:	
	Date

(to be completed by Public Body)



~ Council Communications ~

TO: Mayor and City Council

FROM: Michael Smith, City Clerk

RE: Request to Approve the Agreement for Early Voting Election Services

DATE: September 18, 2023

Background/Analysis:

In November 2022, Michigan voters overwhelmingly approved a constitutional amendment that gives voters the right to vote early and in person at early voting sites before statewide and federal elections. Oakland County Clerk's Office recognized the need to take the lead on this new mandate, and working with local Clerks have created Election Districts to share services and costs. The City of Northville will establish shared services with Oakland County, the City of Novi, and the Township of Novi to provide 9 days of early voting for the November 7, 2023, City Council Election. During the early voting period, voters are issued a ballot and can then insert their ballot directly into a tabulator at the early voting site similar to how they would do so at a polling place on Election Day.

Early voting will be conducted for the nine days guaranteed by the Constitution from Saturday, October 28th through Sunday, November 5th, 2023 at the following sites:

Early Voting Site #1 Early Voting Site #2

Novi Civic Center Waterford Oaks Activity Center 45175 W. Ten Mile Rd. 2800 Watkins Lake Rd. Novi, Michigan 48375 Waterford, MI 48328

The hours will be from 8:30 a.m. -4:30 p.m. each day, except that Thursday the hours will be from 12 p.m. - 8 p.m. The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site. The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

The City Attorney will review the agreement. The City Clerk's Office is pleased with the opportunity that this service will provide our residents by saving the city time, money, and logistics if we had to provide this service as a stand-alone community. With the collaborative opportunity between these municipalities, we will be able to provide the best service possible to all voters and be able to gain the help of the City of Novi and Oakland County. Finally, this partnership will increase the ability of Oakland County to leverage grant opportunities for funding the purchase of new equipment and materials needed to run an early voting site.

Budget Impact:

Funding for these services have been budgeted in the Election Services Contractual Services General Fund Budget in an amount of \$10,000 and will be amended as necessary once all of the costs are incurred. As this is the inaugural agreement, the total costs are hard to quantify at this time. However, the total cost-sharing calculations that have been agreed to are allocated as follows: 90% to the City of Novi and 10% to the City of Northville, and the Township of Novi will pay a flat fee of \$150. The County will bill us individually for their services and for any costs that will be incurred, utilizing this cost-sharing allocation percentage. We will re-evaluate this cost-sharing calculation after 2024.

Recommendation:

It is recommended that the Northville City Council approve the Early Voting Election Services Agreement as presented in the attachment.

Recommended Motion:

Move to approve the Agreement for Early Voting Election Services between Oakland County, Township of Novi, City of Northville, and the City of Novi and to further authorize the City Clerk to sign the Agreement on behalf of the city.

Michael Smith	George Lahanas
DEPARTMENT	CITY MANAGER

AGREEMENT FOR ELECTION SERVICES BETWEEN OAKLAND COUNTY AND TOWNSHIP OF NOVI And CITY OF NORTHVILLE And CITY OF NOVI

This County Early Voting Site Agreement (the "Agreement") is made between Oakland County, 1200 N. Telegraph Road, Pontiac, Michigan 48341 (the "County") and Township of Novi, 44114 Wyngate Drive, Northville, Michigan 48167, City of Northville, 215 W. Main Street, Northville, Michigan 48167, and the City of Novi, 45175 W. Ten Mile Road, Novi, Michigan 48375 ("Municipality") (the County and each municipality are sometimes referred to as the "Parties"). In this Agreement, the County and each municipality are represented by their respective clerks in their official capacities.

PURPOSE OF THE AGREEMENT. The County and the municipalities enter into this Agreement pursuant to Article II, Section 4(m) of the Michigan Constitution of 1963 and the Michigan Election Law, 1954 Public Act 116, MCL 168.720a *et seq.*, for the purpose of operating an early voting site.

Name of county	
Oakland County	

Name of municipality	Number of precincts in	Number of registered electors in
	municipality	municipality
Township of Novi	1	135
City of Northville	2	5,236
City of Novi	25	46,282

- **1. <u>DEFINITIONS.</u>** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows:
 - **1.1** Agreement means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, exhibit, and attachment to this Agreement.
 - **Coordinator** means the individual appointed by the County Clerk and identified as the individual responsible for providing oversight to ensure sufficient resources are available and timely dispatched to each early voting site and monitoring the administrative requirements of early voting for the participating municipalities.
 - **Early Voting Plan** means the document and any addenda to the document outlining the manner in which early voting will be provided in a county or municipality, as described in MCL 168.720a *et seq.* The requirements of an Early Voting Plan are described in MCL 168.720h(3).
 - **1.4** <u>Election Services</u> encompasses the following individual Election Services provided by the County Clerk's Elections Division: Conduct and Administration of Early Voting.
 - **1.5** <u>Legislative Body of the Municipality</u> means the city or township governing board elected or appointed and serving in the municipality.
 - 1.6 <u>Municipality</u> means any participating municipality, which are entities created by the State or local authority or which are primarily funded by or through State or local authority, including, but not limited to, their council, Board, departments, divisions,

- elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- **1.7 QVF** means the Qualified Voter File as described in MCL 168.509m.
- **1.8 QVF Controller** means the individual appointed by the County Clerk and identified as the Qualified Voter File (QVF) administrator of early voting information within the QVF.
- 1.9 <u>Site Supervisor</u> means the participating municipal clerk or a member of the County Clerk's staff who shall act as supervisor for each day of early voting. The County Clerk may appoint a different participating municipal clerk or member of the County Clerk's staff to act as a supervisor for different days of early voting. A site supervisor may delegate the supervisor's duties to a member of the supervisor's staff.

2. SCOPE OF THE AGREEMENT.

2.1 The Parties agree that early voting will be provided for all statewide and federal elections, and all other non-statewide elections conducted in the county.

3. <u>COORDINATOR.</u>

- The Oakland County Director of Elections will serve as the Coordinator of each early voting site and will be responsible for organizing and monitoring the administrative requirements, including staffing, of early voting for the participating municipalities.
 - **3.1.1** In the event that the Coordinator is unable to personally supervise and staff each early voting site on each day of early voting, the Coordinator may designate early voting site supervisors to assist with the staffing and supervision of early voting.
- **3.2** If the Coordinator becomes unavailable for any reason, the Coordinator role will be filled as follows:
 - **3.2.1** The County Clerk will appoint a new Coordinator.
 - **3.2.2** The new Coordinator will assume the responsibilities of the Coordinator on either a temporary or permanent basis.

4. QVF CONTROLLER.

4.1 The Oakland County Director of Elections will serve as the Qualified Voter File (QVF) administrator of early voting information within the QVF. The QVF Controller's duties will involve setting up the necessary voting regions, user access, and application access needed for the site(s) designated in the Agreement. The QVF Controller may designate these duties to a member of his/her staff.

5. APPROVAL OF EARLY VOTING SITES.

- Pursuant to MCL 168.662, the County Clerk, after consulting the participating municipal clerks, will submit each early voting site location to the Board of County Election Commissioners for approval.
- 5.2 A regional early voting site will serve all electors covered by this Agreement. The electors covered by this Agreement will also be served by the County's central early voting site.

6. APPOINTMENT OF ELECTION INSPECTORS.

- **6.1** The Board of County Election Commissioners is responsible for the appointment of Election Inspectors.
- At least 21 days before each election, the Board of County Election Commissioners will appoint for each early voting site at least 3 Election Inspectors and as many more as, in its opinion, are required for the efficient, speedy, and proper conduct of the election.
- 6.3 The Board of County Election Commissioners will further designate one appointed Election Inspector from each early voting site as chairperson.
- **6.4** The selection of Election Inspectors will be governed by MCL 168.674.

7. APPROVAL OF EARLY VOTING HOURS.

- **7.1** The Parties agree to all of the following:
 - **7.1.1** Early voting will be conducted for the nine days guaranteed by the Constitution. The hours will be from 8:30am-4:30pm each day, except that Thursday the hours will be from 12pm-8pm.
 - **7.1.2** The days and hours specified in this Agreement apply to early voting at all elections conducted in the County.

8. NOTICE OF EARLY VOTING HOURS.

- 8.1 Not less than 45 days before Election Day, the County Clerk and the clerk of each participating municipality agree to give public notice of the dates and hours for early voting at the regional early voting site and central early voting site by posting information on the County's and each municipality's website. If the municipality does not maintain a website, it shall post the notice in the same manner as it posts other notices.
- 8.2 After an Early Voting Site is approved by the Board of County Election Commissioners, the County Clerk will send a notice to each registered elector entitled to vote at that Early Voting Site with the information required under Michigan Election Law. The notice will be subject to review and approval by the parties. After that initial notice by the County Clerk, the Municipal Clerk will be responsible for sending the appropriate notice to each new registrant. The cost of printing and mailing the required notices will be the responsibility of each municipality.

9. BUDGET AND COST SHARING.

- **9.1** The Parties agree to the following cost sharing and chargeback procedures as follows:
 - **9.1.1** The County agrees to request funding and/or reimbursement from the State, local school district or other entity responsible for costs related to early voting.
 - **9.1.2** The County agrees to assume all costs related to the acquisition of equipment, software and supplies.
 - **9.1.3** The costs related to staffing the regional early voting site with Election Inspectors, publications and facility rental/cleaning charges that are not reimbursed by the State or other entity will be allocated as follows:
 - **9.1.3.1** Novi Township will pay \$150 for each election with the remaining balance being allocated 90% to the City of Novi and 10% to the City of

Northville. Payment will be remitted to the County within 30 days of receipt of the invoice.

10. <u>STAFFING, SUPERVISION AND TRAINING.</u>

- 10.1 The Coordinator is responsible for ensuring adequate staffing and supervision at the regional early voting site, and central early voting site, including selection of the site supervisor who oversees the site(s).
- The site supervisor shall operate in the same manner and have the same authority as a municipal clerk operates in an election day polling place.
- **10.3** The site supervisors for early voting sites shall be designated for each election on the attached Exhibit B.
- 10.4 The Coordinator is responsible for providing training to the Site Supervisors and Election Inspectors appointed to serve at the Early Voting Site for each election.

11. TABULATORS AND EARLY VOTING POLL BOOK LAPTOPS AT EARLY VOTING SITE(S).

- **11.1** The Parties agree to all of the following:
 - **11.1.1** The Coordinator, in consultation with the participating municipal clerks, will determine the number of tabulators and early voting poll book laptops or other voting equipment that are necessary at the regional early voting site.
 - **11.1.2** The County will provide the tabulators, early voting poll book laptops, other necessary voting equipment and supplies.
- **11.2** The Board of County Election Commissioners will be responsible for conducting testing of the electronic voting equipment.
- 11.3 The Coordinator, or designated site supervisor, will be responsible for taking necessary steps to set up the early voting poll book laptops.

12. CANVASS OF EARLY VOTING RETURNS AND REPORTING OF EARLY VOTING RESULTS.

12.1 The Board of County Election Commissioners is responsible for appointing the receiving board or group of election inspectors to canvass the early vote returns on Election Day and report early voting results to the County Clerk.

13. <u>EARLY VOTING PLAN.</u>

13.1 No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will be responsible for ensuring an Early Voting Plan, attached as Exhibit A, is filed with the County Clerk of the county in which the municipalities are located.

14. NOTICE TO SOS OF CHANGES TO LOCATIONS, DAYS, AND HOURS OF EARLY VOTING.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will be responsible for providing the Secretary of State any changes made

to a previously submitted Early Voting Plan that affect the locations, days, and hours of operation for each early voting site operated by the County.

15. DURATION OF AGREEMENT.

- 15.1 This Agreement and any amendments will be effective when executed by all Parties, as evidenced by the signature of the County Clerk and each participating municipal clerk, unless the Agreement has an effective date specifically entered on the signature page.
- **15.2** This Agreement has no fixed termination date and may be terminated pursuant to its terms.

16. CANCELLATION, MODIFICATION, AND TERMINATION OF AGREEMENT.

- 16.1 The County Clerk may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the municipalities at the address provided in this Agreement to the attention of the Municipal Clerk. If the County Clerk withdraws during the statutory timeframe from the Agreement for any reason, the Agreement will cease to exist, and the clerk of each participating municipality must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.
- 16.2 The municipality may withdraw from this Agreement for any reason by providing at least 30 days written notice to the other parties to the Agreement. The notice shall be sent to the county at the address provided in this Agreement to the attention of the County Clerk. If a municipality withdraws from the Agreement for any reason during the statutory timeframe, the clerk of the municipality withdrawing from the Agreement must submit a revised Early Voting Plan to the State Bureau of Elections outlining the manner in which early voting will be provided.

17. GENERAL PROVISIONS.

- 17.1 County shall not be liable for any consequential, incidental, indirect, remote, speculative, punitive, exemplary, liquidated, treble, or special damages, including, but not limited to, loss of profit, opportunity, use, revenue, data, or goodwill, whether based in whole or in part in contract, tort, equity, strict liability, under statute, or any other theory of liability, regardless of whether such damages were foreseeable or contemplated and even if County was advised or aware of the possibility of such damages.
- 17.2 This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any claim arising under or related to this Agreement shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

- 17.3 This Agreement represents the entire agreement and understanding between the Parties. This Agreement supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties, except the accompanying license agreement which is incorporated by reference. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.
- "Confidential Information" means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's copyrighted training materials.
- 17.5 Municipality shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Municipality shall not reproduce, provide, disclose, or give access of Confidential Information to any Municipality Employee or third-party not having a legitimate need to know. Municipality and Municipality Employees shall only use the Confidential Information for performance of this Agreement. Notwithstanding the foregoing, Municipality may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Municipality: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Agreement imposes no obligation upon Municipality with respect to any Confidential Information which Municipality can establish by legally sufficient evidence: (a) was in possession of or was known by Municipality, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by Municipality from a third-party having the right to disclose it, without an obligation to keep such information confidential.

AGREEMENT FOR ELECTION SERVICES BETWEEN OAKLAND COUNTY AND TOWNSHIP OF NOVI And CITY OF NORTHVILLE And CITY OF NOVI

Lisa Brown Oakland County Clerk	Signature of County Clerk	Date
Janeen Crittenden Township of Novi Clerk	Signature of Clerk	Date
Michael Smith City of Northville Clerk	Signature of Clerk	
Cortney Hanson	Signature of Clerk	 Date

EXHIBIT A: Early Voting Plan

No later than 120 days before the first statewide or federal election in each even numbered year, the Coordinator will file an Early Voting Plan, covering the Parties to the County Agreement, with the County Clerk of the County.

Not less than 45 days before the first early voting day allowed by statute, the Coordinator will provide the Secretary of State any changes made to a previously submitted Early Voting Plan that affect the locations, dates, and hours of operation for each joint early voting site operated by the participating County and municipalities to ensure that the correct information is posted on the Michigan Voter Information Center (MVIC) portion of the Department of State's website.

Plan Coverage: County Agreement

Coordinator of County Agreement:

Name of Coordinator	Position	Email Address	Phone Number
Joseph J. Rozell	Director of Elections	rozellj@oakgov.com	(248) 858-0564

County:

Name of county	Clerk of County
Oakland County	Lisa Brown

Municipality 1:

Name of municipality	Clerk of municipality	Number of precincts in	Number of registered
		municipality	electors in municipality
Township of Novi	Janeen Crittenden	1	135

Municipality 2:

Name of municipality	Clerk of municipality	Number of precincts in municipality	Number of registered electors in municipality
City of Northville	Michael Smith	2	5,236

Municipality 3:

Name of municipality	Clerk of municipality	Number of precincts in	Number of registered
		municipality	electors in municipality
City of Novi	Cortney Hanson	25	46,282

Early Voting Location Information:

Novi Civic Center, 45175 W. Ten Mile Rd., Novi, Michigan 48375	Waterford Oaks Activity Center, 2800 Watkins Lake Rd., Waterford, Michigan 48328
3	45
7	7
Yes	Yes
8:30 - 4:30 p.m. Thursday 12 - 8 p.m.	8:30 - 4:30 p.m. Thursday 12 - 8 p.m.
None	None
N/A	N/A
Yes	Yes
Yes	Yes
	Novi, Michigan 48375 3 7 Yes 8:30 - 4:30 p.m. Thursday 12 - 8 p.m. None N/A Yes

Communication Strategy:

The parties will use the following communication strategy for informing electors of their opportunity for early voting:

Social media, websites, community newsletters, and other mediums deemed appropriate by clerks.

EXHIBIT B: SITE SUPERVISORS

Regional Early Voting Site Number:
Election Date:
Early Voting Site Supervisors:

	Primary Site Supervisor	Backup Site Supervisor
Early Voting Day 1		
Early Voting Day 2		
Early Voting Day 3		
Early Voting Day 4		
Early Voting Day 5		
Early Voting Day 6		
Early Voting Day 7		
Early Voting Day 8		
Early Voting Day 9		