

**NORTHFIELD TOWNSHIP BOARD AGENDA**  
**March 28, 2017 - 7:00 PM**  
**8350 Main Street, 2<sup>nd</sup> Floor**

CALL TO ORDER  
INVOCATION/PLEDGE  
ROLL CALL  
ADOPT BALANCE OF AGENDA  
CALL TO THE PUBLIC  
BOARD CLARIFICATION  
CORRESPONDENCE AND ANNOUNCEMENTS

JOINT SESSION WITH THE PLANNING COMMISSION

1. Downtown Planning Group Presentation: North Village Concept Plan
2. Downtown Strategic Action Plan and Design Framework from McKenna Associates
3. Proposed 2017 Community Development Work Plan from McKenna Associates

BOARD OF TRUSTEES AGENDA ITEMS

1. Authorization for Supervisor Chockley to sign change order for Whitmore Lake Rd. SAD
2. Sewer System Interceptor Flow Monitoring Proposal
3. Recommendation from Wastewater Treatment Plant Superintendent Dan Willis to promote Mike Spirl to System Supervisor
4. Update on Controller position

2<sup>nd</sup> CALL TO THE PUBLIC  
BOARD MEMBER COMMENTS  
ADJOURNMENT

\* Denotes previous backup; + denotes no backup in package

This notice is posted in compliance with PA 267 of 1976 as amended (Open Meetings Act) MCLA 41.72A (2) (3) and the Americans with Disabilities Act. (ADA) individuals with disabilities requiring auxiliary aids or services should contact the Northfield Township Office, (734-449-2880) seven days in advance.

# Memo

To: Northfield Township Board of Trustees  
From: Marlene Chockley, Supervisor  
RE: Future Planning and Zoning Coordination  
Date: 3-23-17

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Board of trustees,

We are faced with a significant opportunity in the next few years to set the stage for a revitalization of the downtown and to realize the dream of a flourishing economy in the US 23 corridor. The North Village (aka Community Park or Van Curler property) will play a key role in what happens downtown.

The North Village presentation we will see is the culmination of several months of effort on the part of the Downtown Planning Group (DPG). The DPG was officially created by the Board of Trustees on October 13, 2015 to prepare an overall vision for the downtown and determine implementable action items. Many community residents and business owners serve as volunteers on the group. It is led by Barbara Griffith, the chair of the Downtown Development Authority (DDA).

On September 20, 2016, Northfield Township signed closing documents on the purchase of the 23 acres formerly referred to as "the Van Curler Property" – the vacant land next to the Whitmore Lake Post Office. The DPG began working to create a plan for that area with the help of McKenna Associates. It is their hope that this concept plan be adopted by the Planning Commission and Board of Trustees.

With that goal accomplished, we look to prepare a strategic plan for the downtown. It is important that both the DDA and Planning Commission be involved significantly with this process since that is their official charge. In fact, the DDA voted on March 15 to fund the strategic plan for the downtown. It is my hope that the DPG, DDA, and Planning Commission will contribute members to a committee that will see this plan through to its adoption by both the Planning Commission and the Board of Trustees.

The Planning Commission also has a work plan in the packet. It is a very ambitious plan for the next year and may stretch into 2018. Key components of it are the coordination with the work of the DDA, DPG, the Parks and Recreation Board, and the Farmland and Natural Areas Committee.

As all of these projects are drawn together, we will see a very strong and exciting path forward. Please call or email me if you have any questions. I look forward to working with you.

Sincerely,



Marlene Chockley

# NORTH VILLAGE MASTER PLAN

NORTHFIELD TOWNSHIP  
WASHTENAW COUNTY, MI

*prepared by* McKenna Associates  
March 23, 2017

# ACKNOWLEDGMENTS

## Township Board of Trustees

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

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Tom DeKeyser  
Denise Kabisch  
Linda Lupi  
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Tim Saville  
Cyndi Secrist  
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## Consultants – McKenna Associates

Paul Lippens, AICP — Project Manager  
Patrick Sloan, AICP — Township Planner  
John Jackson, AICP — President  
Steve Hannon — Project Planner  
Michael Campbell, AIA — Urban Design  
Carrie Leitner — Graphic Design



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# INTRODUCTION

In the summer of 2015, the Northfield Township Board of Trustees identified the need to create a comprehensive strategy for the revitalization of Downtown Whitmore Lake. To lead the effort, the Board authorized the creation of the Downtown Planning Group on October 13, 2015 by unanimous vote. Barb Griffith was named chair person for the Downtown Planning Group. The Downtown Planning Group (DPG) members are all community volunteers. The DPG hopes to bring together ideas and help give Whitmore Lake's downtown a much needed boost.

In September of 2016, Northfield Township realized a dream of the community for many years; a public park and access to Whitmore Lake. The Northfield Township Board of Trustees purchased 23 acres formerly referred to as the "Van Curler Property" - the vacant land next to the Whitmore Lake Post Office. The Board of Trustees authorized the DPG to create a Master Plan for the North Village area. This Plan will be used as an informational tool to seek potential developers for the site. The DPG will work with the Township Board to incorporate this vision into a Strategic Plan for Downtown Whitmore Lake.



**Figure 1: Site Location**

# PURPOSE STATEMENT

*The North Village development shall complement the surrounding neighborhoods, historic architecture, and traditional character of Downtown Whitmore Lake. Development shall be phased to address public amenities, lake views and natural features, desirable connections to Downtown, parking, site access, and community vitality.*

*Uses shall be complementary to Downtown Whitmore Lake and mixed use buildings with restaurants, retail, and second floor residential along Main Street are desirable. The site shall be developed to minimize the fiscal impact on taxpayers and new private development, include housing and mixed use buildings, shall be considered if the development will subsidize public amenities.*

# DESIGN OBJECTIVES

## Required Design Objectives:

- A small public space / town green (10,000 s. f. or less) fronting the lake and Main Street and framed by retail or mixed use buildings.
- A two to three story mixed use building (foot print of 10,000 to 15, 000 s. f.) fronting on Main Street with site access to a public parking area on the southeast access point north of the Barker Road intersection.
- A public stage / amphitheater on the north end of the site facing US 23 and sited to complement views of the lake.
- A central passive recreation area / field, corresponding to the existing glen with a pavilion structure and restroom.
- The circulation system should be restricted to the perimeters of the central open space and provide site access to Barker Road on the south, Main Street in two locations on the east and Main Street on the north through the existing US 23 exit ramp.
- The four established woodland clusters shall be substantially preserved in the locating of site features and amenities.
- A multimodal path on the western edge of the site tying into a circulation system that accesses the town green and central passive recreation area.
- The multimodal path should connect to the planned path on the south side of Barker, the athletic fields, and potentially follow the rail right-of-way under US 23.
- The passive recreation area should be usable for special event parking.

## Encouraged Design Objectives:

- Housing, of up to four stories, is encouraged to fill gaps between woodlands on the west edge of the site adjacent to US 23 to help create a sound barrier.
- If additional housing is incorporated it should be of a character compatible with nearby single family homes with front porches, pitched roofs, and limited to 2.5 stories in height.
- A new sand beach stabilized by design with dock, fishing, and swimming area to accommodate public access to the waterfront.
- A community garden and farmers market event spaces should be integrated into the site design.



# DESIGN WORKSHOP



Northfield Township held a public visioning workshop on Tuesday January 17, 2017 to gather ideas for the Community Park site. The workshop was attended by approximately 50 people including residents as well as elected and appointed officials. The Downtown Planning Group provided an overview and background information about the project, and described each of the three activities taking place at the workshop. One activity asked people to describe how they wanted to connect the site to the rest of the Township and what opportunities there are to tie the site into the entire community. Another activity asked for ideas on what uses people wanted to see on the site including recreation, housing, and retail. People were also asked to choose among three different intensities of development on the site, with the high intensity options having several different uses and the low intensity uses having fewer total uses. The final activity asked people for site design ideas, with each group providing ideas for a different level of development intensity. Many people went into the activities thinking that they wanted only recreational elements; however, opinions tended to evolve as people discussed issues, opportunities and site configuration. Opportunities for non-recreational features were especially popular located at site edges.

At the workshop, residents discussed the relationship of the North Village site to the surrounding neighborhoods, businesses, and Downtown.



Figure 2: Connectivity Diagrams

# 1 **ACTIVITY #1: CONNECTIVITY WITH OTHER COMMUNITY SITES**

This activity focused on how the North Village site relates to other areas in the Township and what people see as opportunities for connecting this site to the entire community. The site is next to the downtown area of Whitmore Lake, and many participants want the park to help bring in more people and more activity downtown. The site also includes some portions with waterfront on Whitmore Lake and the attendees thought this was a great opportunity to provide public access to the lake. Having several different types of activities near each other was seen as a great way to make the area a destination and draw more people to the downtown area.

The site may potentially be a focal point of activity with several major destinations nearby. To the west is Whitmore Lake Elementary School and to the south is the school district's Jennings Athletic Complex and Early Childhood Center. If the North Village site includes passive recreation and trail uses, school properties would be very desirable to connect to a trail network. There is a large site next to the freeway interchange on the opposite side of US 23 that is prime for redevelopment, as is another site to the north on 8 Mile Road in Green Oak Township. Both of these sites could be connected to the North Village site in some capacity. People also described the importance of connecting to the existing commercial and residential development along Main Street to the south and East Shore Drive and 7 Mile Road to the east of the North Village site.



## ACTIVITY #2: TRADE-OFF DISCUSSION

# 2

This activity asked people to choose from the different potential uses for the site including recreational uses, housing, and retail. The activity presented three scenarios for the intensity of development on the site: park only, park with housing, and park with retail and housing. The participants were then asked to choose one use they wanted to see in the park only scenario, two uses they wanted to see in the park with housing scenario, and three uses they wanted to see in the park with retail and housing scenario. The exercise was intended to show the trade-off between leaving parts of the site as undeveloped park space and the revenue generating potential of developing parts of the site. Each use was also shown with its potential to generate long-term revenues or costs. Participants were asked to reach a consensus within their group on a preferred design scenario and priority uses. Based on the short amount of time available for the exercise, the conversations tended to focus more on priority uses for the site and the trade-off discussions did not result in consensus recommendations. People recognized that there were many potential ways to arrange uses on the site.

The discussion among participants within the first group seemingly led to a preferred scenario of a park with retail only and a band shell as the most important use. The second group voted on their preferences which included: a picnic pavilion with restrooms, passive recreation, and restrooms in the park only scenario; beach access, canoe launch, and playground in the park with housing scenario; and restaurants, a town green, band shell, farmers market, and fishing pier in the park with retail and housing scenario. The third group also voted on preferences which included: a picnic pavilion in the park only scenario; beach access with swimming area, canoe launch, mixed use condos and townhouses, and a public dock or marina in the park with housing scenario; and a band shell, fishing pier, town green, and farmers market in the park with retail and housing scenario.





# 3

## ACTIVITY #3: SITE DESIGN AND CHARACTER

This activity asked people to envision potential design options for the site, with each group producing a sketch of the site. One group sketched the park only option, one group sketched the park with housing option, and one group sketched the park with retail and housing option. The activity was structured in this way to allow for a complete sketch of one scenario in the time limits. The scenario depicted in the site sketch did not necessarily correlate with the group's preferred scenario.

The sketch of the park only scenario included several different recreational elements. The frontage on Main Street would have a dock and waterfront access on the lake side, and a community ice rink on the west side. Most of the site would be a large open space behind the buildings on Barker and Main, with only a few structures around its perimeter. A skate park would be included at the south end of the site, and a community garden at the north end. The site would also preserve most of the existing groups of trees. A common parking lot for downtown businesses is included in the southeast corner of the site.

In the sketch of the park with housing scenario, the waterfront access includes a public beach. On the west side of Main Street there is a large open space with a stage near the back facing towards the lake. Their idea is to keep the site open towards the lake and use the stage as part of a buffer from highway noise. Behind the stage is a road going through the entire site from Barker to 8 Mile, using part of the freeway ramp that may be removed with the reconfiguration of this interchange. Other internal roads provide two connections to Main Street. Housing units are located along the roads, including between the highway and the site to act as a further buffer from highway noise.

The park with retail and housing drawing showed the most amount of development on the site. There are more than 20 structures with housing units, mostly located on the southern half of the site. These structures face a network of internal roads with parking located behind the buildings. There are three main recreational components: a public waterfront access with dock, a "town green" with public picnic area, and a large open space at the center of the site with band shell facing the lake. This scenario includes four loft buildings along the freeway side, to act as both a buffer from freeway noise and as landmarks for people traveling on the highway. The scenario also preserves trees along the edge of the site to provide a landscape buffer, but the trees on the southern part of the site would be removed. On the northeast corner of the site along Main Street, a restaurant would be included as the primary retail use, which would take advantage of the picnic area in the park right next to it.

# OUTREACH

## TRUNK OR TREAT EVENT AND SURVEY

The Downtown Planning Group promoted the plan for North Village at the Trunk or Treat event on Sunday October 23, 2016 from 2-5 PM. This was a community Halloween celebration for the kids with activities and other entertainment including the Whitmore Lake High School band. Anybody interested in learning more was encouraged to come to our table for an overview of the project and the planning process. People were also invited to give feedback either by taking the Downtown Planning Group survey or by submitting an idea through the “Big Idea” brainstorming activity.

### Survey

There were a total of 92 responses to the survey from attendees to the event. About 61% of the people surveyed said this property should be used for a community park or recreational purposes only, 28% said it should be used for a combination of recreation, retail and/or housing, and 11% of respondents wrote another response along these lines. Nobody preferred retail purposes only or housing only for the use of this property.

For the recreational features that people would like to see (people could choose their top 3), the top choices were sandy beach/swim area (58%), children’s play area with playground equipment (55%), pavilion/picnic area (54%), and pathways and trails (44%). A band shell (34%), fishing pier (30%), and canoe/kayak launch (24%) also received several votes. For potential business uses on this site, a bakery/deli (42%), restaurant/bar (35%), food market (31%), and a brewery (30%) were the most preferred. Several people in the comments to this question reiterated that they did not want any business uses on this site.

### Big Idea Board

The big idea board gave people an opportunity to brainstorm and write down any idea they had to use the site. Some people also wrote smiley faces to support ideas already on the board. The ideas are listed on the following page.

- Splash pad (3 support)
- Just some tables
- Good, gentle lighting
- 24-hour video surveillance
- Community events (3 support)
- Connect community with paths (1 support)
- Music
- Gym
- Park
- Swim at your own risk (child/toddler proof gate to beach)
- Playground by Great Lakes Recreation Company
- Band shell, open mic nights (1 support)
- Picnic pavilion for rent (1 support)
- Food trucks
- Stand up paddle boards
- Public beach
- Farmer’s market area
- Walking trails with restroom and drinking fountain



## BUSINESS INTERVIEWS

The Downtown Planning Group conducted interviews with six business owners in the downtown area and two from other communities in the surrounding metro area. The interviews were conducted to get local entrepreneur input on the assets, opportunities, and deficiencies for the future development of downtown Whitmore Lake.

Business owners from Whitmore Lake generally said that it is a great community with great people, but the downtown has a lot of potential that has yet to be realized. More commercial or service activity is needed, and there needs to be a draw to get people downtown. Suggestions for potential businesses downtown include a credit union, hardware store, restaurant on the lake, and other small retail shops. Business owners from outside the Whitmore Lake area said restaurants, coffeehouses, a community theatre or similar use, and an active/outdoor sports retail store would do well there. The Township should work to incubate new businesses in the downtown area.

Whitmore Lake business owners said there is generally not an overabundance of one business type besides pizza places. Most were not interested in opening a branch of their business in another community, but all would like to increase business at their current location by drawing more people downtown and expanding their offerings. The business owners from other communities were not interested in opening a new branch in Whitmore Lake, but this was mostly based on their own business models.



People in Whitmore Lake have several different ideas on what would make it more attractive. Some people mentioned the need to improve the business climate, saying that property taxes are too high and there are too many hurdles in the regulatory process. For people who thought housing would be a good addition, the most common suggestions were medium-to-high income subdivisions and homes throughout the Township, as well as condos with a view of the lake for downtown housing. One of the outside business owners stated that a positive business ecosystem, where businesses and public officials support each other, was crucial to the success of their business.

Park and recreational amenities that people want to see include a family picnic area, amphitheater or band shell, fishing pier, place to swim, outdoor grills, and many other ideas. A common parking lot for the entire downtown area was also cited as a need. People from outside the community described the importance of having unique events to bring people and families to the community, and said the lake is a major asset that the community can better leverage with the park.

For advertising, one person stated how social media has been beneficial for them. Another suggested that advertising near the freeway exits would be helpful.

Overall, there are a lot of strengths for Whitmore Lake to build upon. The lake being next to downtown is a tremendous asset that is currently underused. Residents support the existing events that occur downtown. Marketing ideas included doing a Groupon-style deal for downtown businesses and similar campaigns, and focus the marketing efforts on trying to attract more businesses to the area as a first step before marketing to attract more customers.

## TOWNSHIP TAX MAILING SURVEY

A total of 390 responses were obtained from the survey mailed out with property taxes and from surveys returned to the Township offices. About 64% of people surveyed said this property should be used for a community park or recreational purposes only, 26% said it should be used for a combination of recreation, retail, and/or housing, 5% preferred retail purposes only, and 6% respondents gave their own response. Nobody preferred housing only for the use of this property.

For recreational features people want to see (people could choose their top 3), the top choices were a sandy beach/swim area (63%), pathways and trails (46%), a pavilion/picnic area (46%), and a children's play area with playground equipment (38%). A canoe/kayak launch (34%), fishing pier (30%), and band shell/amphitheater (19%) also received several votes. For potential businesses on the site, a restaurant or bar (44%), bakery/deli (41%), food truck (25%), and food market (23%) were the most popular of the given options. Several people in the comments reiterated that they did not want any business uses on the site.

# CONCEPT PLANS

The Downtown Planning Group worked with residents and business owners at the design workshop held on January 17, 2017 to develop schematic design for site development. Three scenarios, representing a low, medium, and high development intensity, were explored in the process of developing a synthesis plan. The synthesis plan attempts to achieve the best of all three scenarios and limit perceived impacts to park development.

## DESIGN SCENARIO 1: PARK ONLY

The first design scenario explored was a low-intensity development scenario that focused on maintaining natural features, providing some desirable public amenities, and limiting housing, commercial, or mixed use development. This design scenario was perceived as potentially resulting in a maintenance burden and a high public development cost for the desired amenities. Many Township residents prefer a park only option.



**Figure 3: Design Scenario 1a:**  
Park Only – Low Development Intensity - Pre-Charrette Schematic

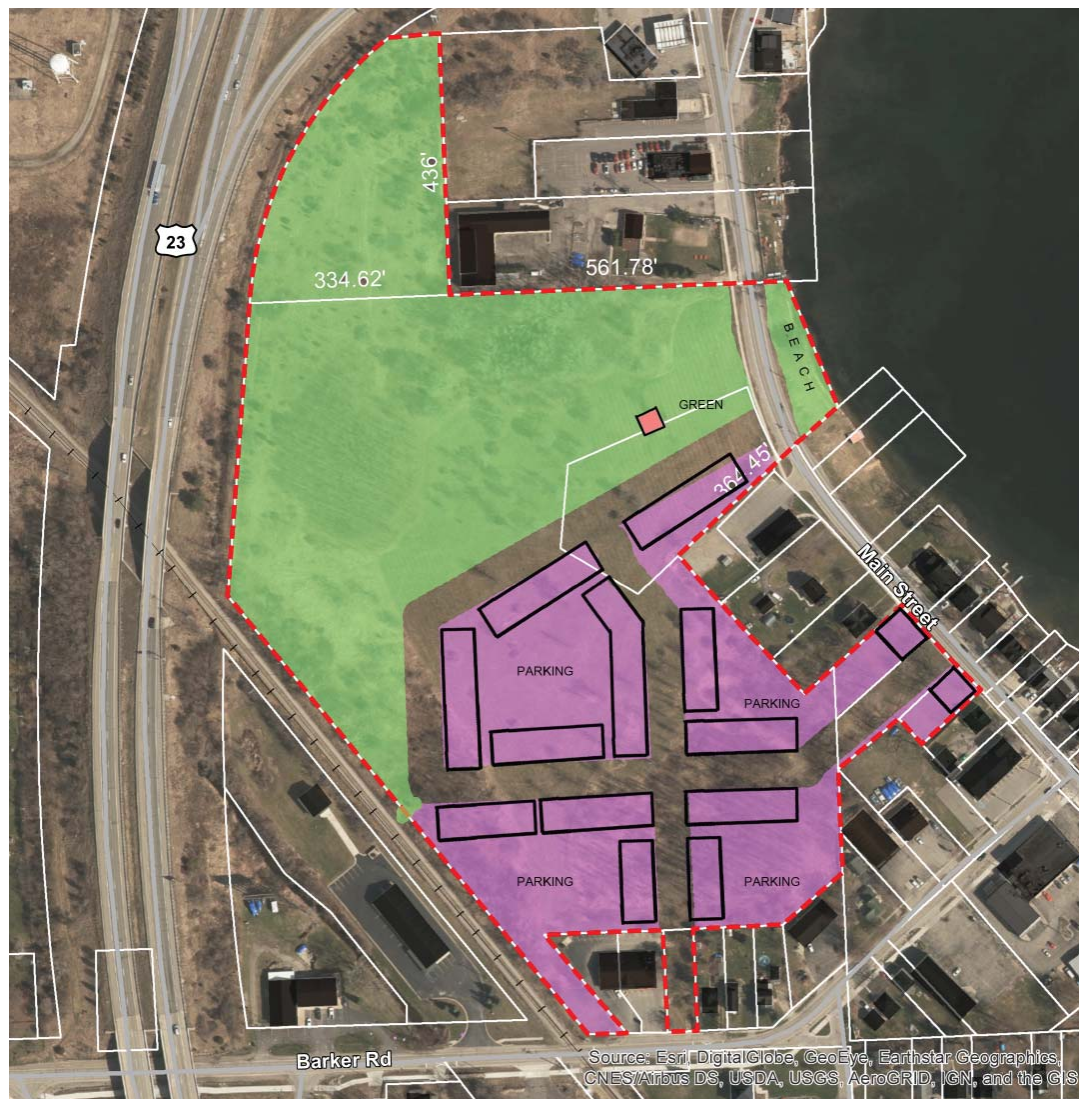


**Figure 4: Design Scenario 1b:**  
Park Only – Low Development Intensity Design Workshop Sketch



## DESIGN SCENARIO 2

The second design scenario explored was a middle-intensity development scenario that focused on maintaining most of the site's natural features and a minimum of 50% of land for public uses. Design workshop participants were not attracted to the traditional grid pattern presented in the pre-development charrette schematic. Instead, a curvilinear pattern that accentuated the park as the prominent site feature was suggested, which led to the structures being moved to the site edges. This design provides many desirable public amenities, while including some private development to potentially offset public construction costs and contribute to Township tax revenues. Design workshop participants expressed some concerns with providing housing, but most were supportive of some mixed use along the front of the site. Based on the outreach conducted, a middle-intensity scenario may fit with the preferences of Township residents if impacts are minimal and development helps to finance public amenities on the site.



**Figure 5: Design Scenario 2a:**  
Park with Housing – Medium Development Intensity - Pre-Charrette Schematic

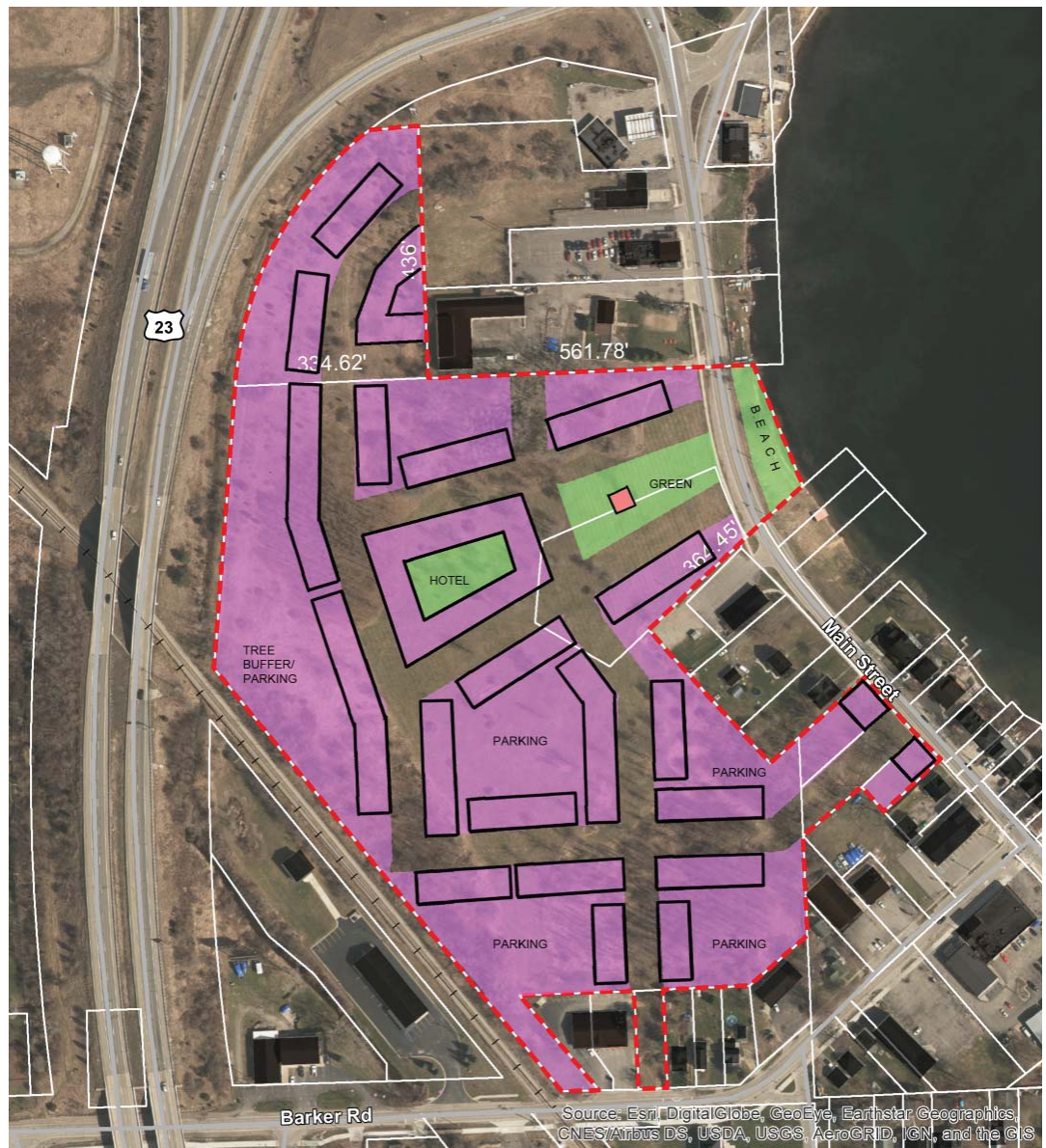


**Figure 6: Design Scenario 2b:**  
Park with Housing – Medium Development Intensity - Charrette Sketch



## DESIGN SCENARIO 3

The third design scenario explored was a high-intensity development scenario that gave priority to using the site for private development and provided more limited public amenities like lake access, public parking, and a town green. Design workshop participants again were not attracted to the traditional grid pattern presented in the pre-development charrette schematic and were critical of the development density shown. Instead, the sketch design again features a curvilinear pattern. The sketch shows that the important public amenities can be provided and private development can be considered at a high building density, if desired. However, based on the outreach conducted, the high-intensity scenario would not fit with the preferences of many Township residents.



**Figure 7: Design Scenario 3a:**  
Park With Mixed Use – High Development Intensity - Pre-Charrette Schematic





**Figure 8: Design Scenario 3b:**  
Park With Mixed Use – High Development Intensity -Charrette Sketch



## SYNTHESIS PLAN

The synthesis plan is based on the ideas from the Downtown Planning Group, Township officials, business owners, and community members. The synthesis plan meets the design objectives for the site while minimizing the perceived negative impacts of private development. The plan enhances some of the neighborhood and downtown connections that were articulated during the outreach process. The plan includes:

- Walking and biking enhancements that make neighborhood connections, improve Main Street access, and link school facilities and regional bike routes via a potential rail trail
- New parking areas for downtown and special events
- Waterfront access and site design for visual and acoustic considerations
- Preservation of natural features and existing tree stands
- Vehicle access to and through the site to Downtown and special event parking provide additional travel routes in the Downtown area

The synthesis plan is first and foremost a park. The plan includes mixed use and moderate development intensity around the site edges and with complementary form to the adjacent land uses. The plan includes the most commonly desired features and recreational amenities. New residential lofts, row houses, and mixed used buildings can be incorporated into the design to help supplement the cost of public features and provide tax revenues to assist with future maintenance.

There are several recreational opportunities included in the synthesis plan. Public access to the lake was a major priority of residents. The plan incorporates a fishing pier, beach, and marina. The town green, located across Main Street from the public lake access, is the most visible park feature on the site. A central lawn is located behind the town green providing people with opportunities for passive recreation, viewing entertainment at the band shell, or





special events. A community garden area is provided on the south end of the lawn by the pavilion and restroom structure. The band shell is sited so that people can simultaneously enjoy the lake and the performances, with the sound directed toward the highway so that it does not carry across the water. A new trail system is proposed with links to major off-site destinations. The existing stands of trees on the site are proposed to be preserved in site design. There is a possibility to integrate Downtown parking into the tree stands on the south end of the site. A tree survey will be required to evaluate these features and create a parking area that limits impacts.

Mixed-use buildings with retail are proposed at key points on Main Street, which would be designed to create a more walkable area. Smaller liner buildings are proposed to frame the edges around the town green space, with parking lots located behind these buildings. There are two sets of row houses on the site: one facing the central lawn on the east side with parking behind the buildings, and another on the northern part of the site. Finally, residential lofts are proposed along the western portion of the site to provide a buffer between the site and the highway. Parking for the lofts is located on the highway side.

Vehicular circulation is designed to access the site at four locations. The northernmost entry point would connect to the intersection of North Main at Main (8 Mile), creating a new four-way intersection. This new road would continue along the west side of the central lawn, and curve around, eventually heading south to link to Barker Road. A driveway access would also be provided to parking areas north of the Main Street and Barker Road intersection. A pair of one way streets border the town green and connect to Main and a drive that follows the east side of the central lawn. In front of the band shell, the drive access could be limited access and primarily used for a farmers market, or similar events.





**Figure 9: Synthesis Plan: Park with Mixed Use – Moderate Development Intensity**

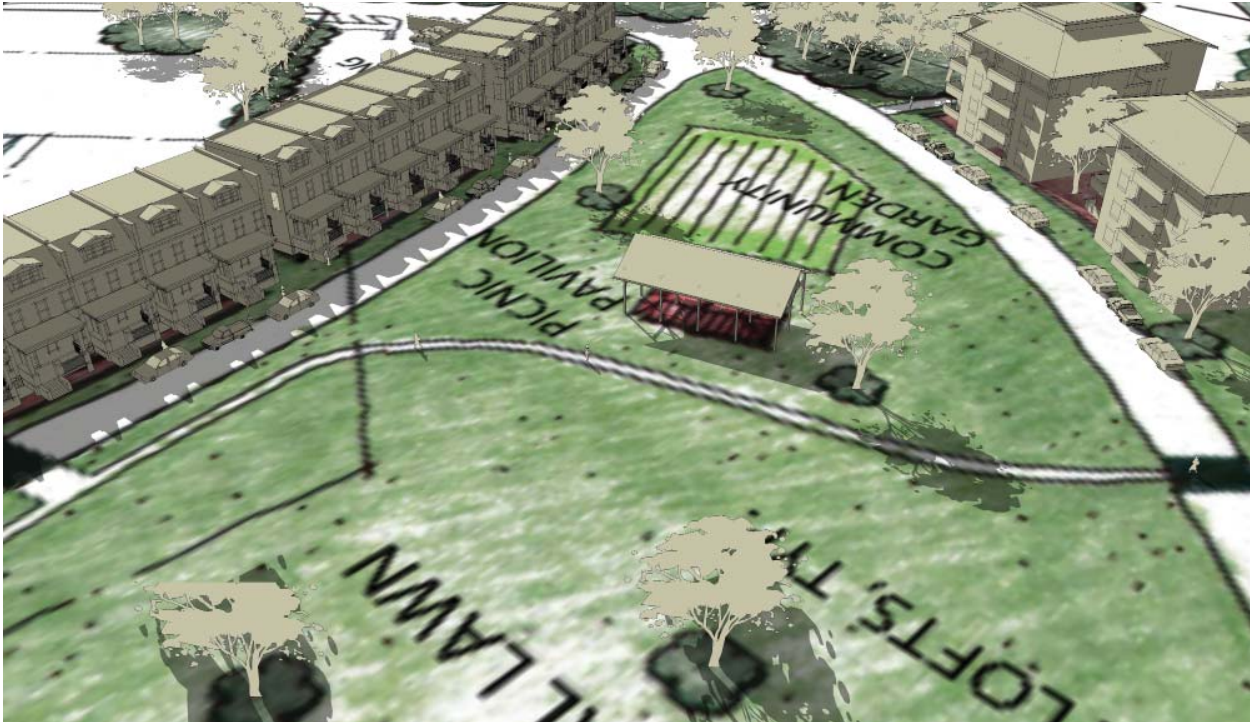


Figure 10: Central Lawn Rendering with Pavilion.



Figure 11: Town Green Rendering with Lake View





# VALUE AND PHASING

The value of the proposed improvements for North Village can be estimated at roughly equivalent to the cost of construction. This construction cost estimate provides rough values to build the Synthesis Plan for the North Village. It is presented in three phases, where construction costs are projected at \$9,032,671 for Phase I, \$10,802,200 for Phase II, and \$27,354,560 for Phase III, with Phase III delivering the vast majority of leasable floor area (see Table 1). The total increased value for the site is estimated at \$47,189,431.

The vast majority of the value will be taxable, estimated at \$44,180,000 for buildings. Based on the 2016 Township Millage rate of 40.93, the construction value yields an annual taxable value of \$1,808,287. The average unit cost will be \$279,620 for the 158 proposed units. The construction cost measure of \$250 per sq. ft. for mixed use and loft buildings and \$175 per sq. ft. for row houses is high to accommodate durable and attractive materials and fixtures, as well as unforeseen construction costs, which may include sewer line and lift station improvements.

Included in Phase I are all the public features to create North Village, including the roadways and associated utilities for all three phases. Phase I also includes all work associated with the entirety of the marina, dock, beach, town green, central lawn, band shell, and connecting trail system. The residential units, and their associated parking facilities, are split into Phases I, II, and III:

- Phase I includes the lakefront access and amenities, mixed use and liner buildings, three parking lots, the town green, the amphitheater, the central lawn and community garden, and the trail system. There are 23 combined commercial and residential units, at average unit size of 1,200 square feet each, for a total of 27,600 square feet of leasable floor area. Rowhouse units include indoor parking for vehicles. Phase I also has 27,460 square feet of paved and landscaped parking area, accommodating roughly 78 cars.
- Phase II includes the three southernmost row houses and the southernmost residential lofts. There are 20 rowhouses and 20 residential loft units, each at average size of 1,200 square feet, for a total of 48,000 square feet of leasable floor area. Rowhouse units include indoor parking for vehicles. Phase II also has 46,600 square feet of paved and landscaped parking area, accommodating roughly 133 cars.
- Phase III includes the two remaining row houses and the three remaining residential lofts. There are 15 rowhouses and 80 loft units, at average unit size of 1,200 square feet each, for a total of 113,600 square feet of leasable floor area. Rowhouse units include indoor parking for vehicles. Phase III also has 38,400 square feet of exterior paved and landscaped parking area, accommodating roughly 110 cars.
- North Access Road: Public roadway access from the north end of the site is required. This will require working with MDOT and/or adjacent property owners to negotiate right-of-way access.

Unit estimates and building square footage totals are shown in Table 2.



**Table 1: Public and Private Construction Estimate**

Phase 1				
Feature	Analysis Units	Measure	Cost Per Unit	Cost Estimate
Sewer / Utilities	3,600	l. ft.	\$ 136.00	\$ 489,600
Roads / Circulation / Street Parking	3,600	l. ft.	\$ 50.00	\$ 180,000
Parking Areas with Landscaping	27,460	sq. ft.	\$ 7.15	\$ 196,339
Central Lawn – Grading / Seeding / Planting	118,800	sq. ft.	\$ 0.94	\$ 111,672
Central Lawn – Pathways	480	l. ft.	\$ 12.00	\$ 5,760
Central Lawn – Market Roadway	6,450	sq. ft.	\$ 18.00	\$ 116,100
Central Lawn – Market Roadway Bollards	6	per	\$ 600.00	\$ 3,600
Central Lawn – Band Shell	1	per	\$ 375,000.00	\$ 375,000
Central Lawn – Pavilion / Restrooms	1	per	\$ 155,000.00	\$ 155,000
Green – Grading / Seeding / Planting	14,000	sq. ft.	\$ 0.94	\$ 13,160
Green – Sidewalks	8,800	l. ft.	\$ 9.00	\$ 79,200
Green – Flagpole / Sculpture	1	per	\$ 7,000.00	\$ 7,000
Marina – Docks	385	l. ft.	\$ 400.00	\$ 154,000
Marina – Beach / Sand System	1	per	\$ 228,000.00	\$ 228,000
Mixed Use Buildings – Main Street	20,400	sq. ft.	\$ 250.00	\$ 5,100,000
Mixed Use Buildings – On Green	7200	sq. ft.	\$ 250.00	\$ 1,800,000
Connecting Trail System	1520	l. ft.	\$ 12.00	\$ 18,240
<b>Phase 1 Total</b>				<b>\$ 9,032,671</b>
Phase 2				
Feature	Analysis Units	Measure	Cost Per Unit	Cost Estimate
Rowhouses	24,000	sq. ft.	\$ 175.00	\$ 4,200,000
Loft Buildings	24,000	sq. ft.	\$ 250.00	\$ 6,000,000
Parking Areas with Landscaping	10,000	sq. ft.	\$ 7.15	\$ 71,500
Parking Areas with Preserved Trees	36,600	sq. ft.	\$ 14.50	\$ 530,700
<b>Phase 2 Total</b>				<b>\$ 10,802,200</b>
Phase 3				
Feature	Analysis Units	Measure	Cost Per Unit	Cost Estimate
Rowhouses	17,600	sq. ft.	\$ 175.00	\$ 3,080,000
Loft Buildings	96,000	sq. ft.	\$ 250.00	\$ 24,000,000
Parking Areas with Landscaping	38,400	sq. ft.	\$ 7.15	\$ 274,560
<b>Phase 3 Total</b>				<b>\$ 27,354,560</b>
<b>Phase 1, 2, 3, Total</b>				<b>\$ 47,189,431</b>

**Table 2: Building and Unit Calculations**

Building Type	Average Footprint (sf)	Stories (#)	Buildings (#)	Total Square Feet	Average Unit Size	Housing / Retail Units (#)
Mixed Use Buildings - Main Street	3,400	2	3	20,400	1,200	17
Mixed Use Buildings - On Green	1,200	2	3	7,200	1,200	6
Rowhouses - Phase 2	4,000	2	3	24,000	1,200	20
Rowhouses - Phase 3	4,400	2	2	17,600	1,200	15
Loft Buildings - Phase 2	6,000	4	1	24,000	1,200	20
Loft Buildings - Phase 3	8,000	4	3	96,000	1,200	80
<b>Building Totals</b>			<b>15</b>	<b>189,200</b>		<b>158</b>



**Figure 12: Phasing Plan: Park With Mixed Use – Moderate Development Intensity**

# **APPENDIX:** PUBLIC SURVEY RESULTS



January 31, 2017

Hon. Marlene Chockley  
Township Supervisor  
Northfield Township  
8350 Main Street – P.O. Box 576  
Whitmore Lake, MI 48189

**Subject: Downtown Strategic Action Plan and Design Framework**

Dear Marlene:

At your request, we have outlined a process to work with Township stakeholders to create a Downtown Strategic Action Plan and Design Framework for the future development of Whitmore Lake. We will work with the Township to refine this scope to best fit your needs after discussion and your input.

**A. ORGANIZATION FOR PLANNING**

While many groups, boards, commissions, landowners, the public and others will be involved and contribute to the process of creating the Downtown Strategic Action Plan and Design Framework, the Township's Downtown Planning Group (DPG) will provide the organizing structure.

**B. PUBLIC ENGAGEMENT**

We understand that Northfield Township wants consistent and substantive public engagement. We envision the Downtown Strategic Action Plan and Design Framework as the next phase of Township outreach - building on the success of the Northfield Community Park Master Plan effort and leading up to the Township Master Plan effort. A realistic goal of any participation process is consensus, but not necessarily total agreement. We will:

- Be *respectful* of residents' time and attitudes
- Provide residents with *multiple opportunities for input*, as described below
- Be straightforward and forthcoming in establishing the *role the public will play* in decision-making
- Conduct public engagement activities with a *friendly yet professional* demeanor
- *Follow through on all promises* made to the public

**Key Public Engagement Tools**

The mail survey, stakeholder interviews, trunk-or-treat event, and mini-charrette conducted for the Northfield Community Park Master Plan yielded valuable results that will inform the Downtown planning process. The next phase of engagement can follow-up on these activities and provide a framework for the future development of Downtown Whitmore Lake. We recommend the following activities:

- Downtown Planning Group: Facilitate meetings with the DPG throughout the planning process.
- Focus Groups: Conduct two (2) to four (4) focus groups with residents and stakeholders identified by the Township and the DPG. Possible focus areas include: housing needs, growth management, design preference, and transportation.
- Digital Information Kiosk: As an option, the Township could install a digital kiosk with information and feedback opportunities at Township Hall or the Library.
- Pop-up Workshops: Attend and present at one (1) to two (2) community events (like trunk or treat)

McKenna will design a project logo/brand that can be used in outreach efforts to improve participation, and give credibility and context to each message.

## **C. PROPOSED WORK PLAN**

### **1. Alternatives and Development Scenarios:**

McKenna will work with the DPG to develop alternative concepts for downtown development. Ideas and will be fueled by the flexibility of the public engagement approach. The result of this phase will be to develop alternatives for refining a Design Framework for downtown.

The evaluation of different development scenarios will be an opportunity for the Township and stakeholders to look closely at policy questions to determine how to guide regulations and public investment.

To evaluate land development scenarios, the McKenna team will examine the existing conditions and public input, to identify two to four key site opportunities in the Downtown. Some likely candidates have already been identified for study, like the Driftwood Marina, but others may emerge. McKenna will work with the DPG, and site stakeholders, to develop alternatives based on future competitiveness, physical or economic patterns; conditions or arrangement of land, buildings, lots, or blocks; land use adjacencies; or inappropriate intensity of use is a candidate for a “change in intensity” within the planning period of five, 10, or 20 years.

To evaluate transportation development scenarios, the McKenna team will document the existing roadway conditions on Main Street and Barker Road, including utilities, traffic speed, traffic volumes, right-of-way constraints, as well as public input, to assess mode prioritization schemes for each character area in the Downtown. The McKenna team will explore trade-offs between biking, walking, parking and driving within the downtown to test a variety of cross-sections for their ability to meet design objectives.

### **2. Development Framework:**

McKenna will work with the DPG to develop a plan for the character of development in Downtown Whitmore Lake that considers building massing, uses, and public space. The Plan will address how buildings should look, including height and massing, where buildings should be located on the parcel, and appropriate uses for each kind of building. The Development Framework will include renderings showing the location, height, and design of buildings for development opportunities in Downtown. This will make it easier to coordinate development and redevelopment on different sites easier.

The Development Framework will address the following:

- a. Character transitions, gateway, and nodal plan
- b. Future land use designations for all areas
- c. Opportunities to attract new development and businesses
- d. Priority redevelopment sites and catalytic opportunities
- e. Development visualizations, elevations, and 3-D renderings for key areas in the Downtown
- f. Design concepts for pocket parks and public spaces
- g. Building design standards
- h. Siting standards
- i. Parking standards
- j. Recommended building types for the various sub-areas
- k. Recommended uses for the various sub-areas



### **3. Connectivity Framework:**

McKenna will work with the DPG to create a Connectivity Framework and establish a preferred concept for the design of streetscape, roadway components, and crossings in the Downtown. The McKenna team will refine and finalize the preferred design elements that are selected from the preliminary recommendations and alternatives development phase.

The Connectivity Framework will address the following:

- a. Streets and circulation plan, including access management
- b. Opportunities for new streets and grid retrofitting
- c. Complete Streets approach, policy objectives, and principles
- d. Nonmotorized plans for bicycle, pedestrian, and marina connections
- e. Crossing plan for priority pedestrian and bicycle crossings
- f. Typology plan for right-of-way variations to establish district transitions
- g. Typical cross-sections for segments and intersection
- h. Streetscape concepts and design drawings
- i. Cost estimates for improvement projects and phasing plan
- j. Street design guidelines
- k. Parking plan showing areas for shared parking and potential areas for public parking facilities

### **4. Downtown Design Guidelines:**

McKenna will work with the DPG to create responsive and appropriate Downtown Design Guidelines for Whitmore Lake. These guidelines will support the land use and transportation recommendations for Downtown and will foster welcoming, attractive, and active development that is reflective of the unique character of Northfield Township. The guidelines will include recommendations to improve and enhance the image and identity of Downtown, including a framework for all streetscape improvements and identity projects.

The Downtown Design Guidelines will address the following:

- a. Landscaping
- b. Pedestrian amenities
- c. Street Furnishings
- d. Medians
- e. Gateway elements
- f. Public art
- g. Crossing enhancements
- h. Wayfinding and interpretive signs
- i. Downtown identity and branding

### **5. Strategic Action Plan**

McKenna will work with the DPG to create a strategic action plan to guide project implementation. This plan will include step-by-step guidance for plan objectives and an implementation matrix that identifies funding sources, priority levels, partners for each key project. McKenna will also create a detailed work plan for the first two years of plan implementation and marketing tools.

The plan will include strategic actions pertaining to targeting desired/supportable land uses, business attraction strategies, and administration duties. The purpose of the strategic action plan is to provide a concise list of implementation-ready projects that the Township should pursue.

This Strategic Action Plan will include the following:

- a. A concise action plan organized around project goals, objectives, strategies, and actions
- b. An implementation matrix, with each projects priority, timeframe, funding, and partners
- c. A two-year work plan for staff or the DPG
- d. A marketing strategy and marketing materials

#### **D. END PRODUCTS**

- 1. Graphic Boards and Illustrations:** Renderings from the Design Framework will be mounted on boards to serve as a permanent record, suitable for display.
- 2. Downtown Strategic Action Plan and Design Framework:** The completed document will include text, photos, plans, maps, reduction and sketches, and will also incorporate the Northfield Community Park Master Plan to clearly communicate our recommendations. The Plan will be developed to be formally adopted by the Township as a subarea plan or chapter of the current Northfield Township Master Plan. Additionally, the Plan will serve as the foundation for future amendments to the Whitmore Lake District of the Zoning Ordinance.

McKenna will deliver 10 copies of the bound document along with one electronic copy for your use.

#### **E. SCHEDULE**

We propose to complete the Downtown Strategic Action Plan and Design Framework within 4 - 5 months from date of authorization to proceed. This schedule may be adjusted, as mutually agreed with the Township.

#### **F. FEES**

McKenna's fee for the Work Plan, as outlined above is \$18,500. On a task by task basis, our fee is:

<b>Step 1: Alternatives</b>	<b>\$2,000</b>
<b>Step 2: Development Framework:</b>	<b>\$4,500</b>
<b>Step 3: Connectivity Framework:</b>	<b>\$4,500</b>
<b>Step 4: Downtown Design Guidelines</b>	<b>\$4,000</b>
<b>Step 5: Strategic Action Plan</b>	<b>\$3,500</b>
<b>TOTAL:</b>	<b>\$18,500</b>

We propose that the Public Engagement be conducted based on the following professional fees; which will allow the Township some flexibility in scheduling additional events or meetings during the process.

- Downtown Planning Group Meetings: \$400 per meeting
  - Monthly meetings recommended for four to five months = \$1,600 to \$2,000
- Focus Group Meetings: \$600 per meeting
  - Two to four meetings recommended = \$1,200 to \$2,400
- Digital Information Kiosk: \$2,500 per kiosk

- Optional - McKenna can explore permanent installation, as well
- Pop-up Workshops: \$1,000 per meeting
  - One to two events recommended = \$1,000 to \$2,000

Recommended Public Engagement commitment = \$3,800 to \$6,400

Services will be invoiced to the Township on a percent complete basis. Any tasks beyond those cited in the agreed-upon work plan, as requested by the Township, would be invoiced as additional services, in accordance with the Schedule of Hourly Rates in our current contract with Northfield Township.

If you are satisfied with the Work Plan described, then please return one signed copy of this letter for our files, authorizing McKenna to proceed. If the Township Board of Trustees would like us to present our proposal and answer any questions, we would be pleased to do so. Thank you.

Respectfully submitted,

**McKENNA ASSOCIATES**



Paul Lippens, AICP  
Director of Transportation and Urban Design  
Senior Principal Planner

**NORTHFIELD TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (printed)



**Northfield Township  
Non-Residential District Use Matrix**

	WLD-D	WLD-NV	WLD-W	LC	GC	HC	ES	PSC	RO	LI	GI	RTM
Accessory uses, building, or structure	P	P	P	P	P	P	P <sup>1</sup>			P <sup>2</sup>	P	
Essential services	P	P	P	P	P	P			C	P <sup>2</sup>	P	
Personal services, including barber shop and beauty salon, medical and dental clinics, music studios, banks and saving and loan associations and other similar uses.				P	P		P <sup>1</sup>	P				P
Personal services including clothing and apparel services, including laundry pickup, automatic laundry, dressmaking, millinery, tailor shop, and shoe repair shop	P	C	P	P	P							P
Personal service offices, such as accountant, attorney, and real estate offices, provided such use shall not exceed 4,000 square feet of floor area in any building				P	P							
Food services including grocery, meat market, bakery, restaurant, delicatessen and fruit market, and similar self-serve units but not including any business of a drive-in type.				P	P							
Retail services, including drug store, hardware, and gift shop, and dry goods and notions store.				P	P							
Business and professional offices	P	P	P	C	P							P
Commercial communications apparatus (Cell Towers)			C	C	C	C			C		C	P
Permanently reserved areas for outdoor seating and/or service when associated with a restaurant	P	C	P	C	C	C						
One dwelling unit within the principal building or structure for security purposes only.				C	C	C						P
Mini-warehousing				C	C	C						
Animal hospitals or clinics	C	C	C	C	C							
Restaurants serving alcoholic beverages, provided that the gross receipts thereof derived from the sale of food and other goods and services exceed 50 percent of the total gross receipts.				C	C							
Temporary outdoor sales				C	C							
Primary and secondary schools.				C								
Printing, lithographic, blueprinting, and similar uses	C	C	C		P		P <sup>1</sup>			P <sup>2</sup>	P	P
Commercial recreation facilities, including indoor theaters, bowling alleys, skating rinks, racket clubs	P	P	P		P		P <sup>1</sup>					
Equipment services, including repair, radio and television, electrical appliance shop, plumber, electrician, and other similar services and trades	P	C	P		P		P <sup>1</sup>					
Retail services, including department stores, furniture stores, appliance stores, and super markets.					P							
Showroom and sales of new automobiles, farm machinery, and other vehicle and equipment, and the display and sale of used cars, farm machinery, and other vehicles and equipment when in conjunction with a showroom and sales of new units thereof; and repair of same when in conjunction with a showroom and sales of new units thereof.					P							
Agricultural services, including machinery sales and repair establishments, and farm supply stores.					P							
Automotive service station, including minor repair services					C	P	C					P

**Northfield Township  
Non-Residential District Use Matrix**

	WLD-D	WLD-NV	WLD-W	LC	GC	HC	ES	PSC	RO	LI	GI	RTM
Contractor wholesale supply when in conjunction with general retail sales of items, including electrical, plumbing, lumber, and/or garden supplies	C	C	C		C		P <sup>1</sup>					
Contractor wholesale supply when in conjunction with general retail sales of items, including electrical, plumbing, lumber, and/or garden supplies	C	C	C		C		P <sup>1</sup>					
Minor automotive repair facilities.					C		P <sup>1</sup>					
Open air display area for the sale of manufactured products	C	C	C		C					C		
Boat sales and marinas		C	C		C							
Child care facilities.					C							P
Bowling alleys, miniature golf courses, commercial swimming pools, skating rinks.					C							
Bars or establishments principally used for the sale of beer, wine or intoxicating liquor for consumption on the premises					C							
Lots for the sale of used cars, used farm machinery, and other used vehicles and equipment, when not sold in conjunction with sales of new cars, machinery, vehicles, or equipment.					C							
Hotel, tourist home and boarding and rooming house					C							
Controlled uses as defined in section 36-710.					C							
Drive-through facilities for a use permitted in the GC district					C							
Funeral establishments, mortuary.					C							
Sexually oriented businesses					C							
Motel, hotel, restaurants.						P						
Motel, hotel, restaurants.						P						
Drive-in theater.						C						
Places of amusement, entertainment or recreation such as a dancehall, bowling alley, miniature golf, commercial swimming pool.						C						
Drive-in theater.						C						
Drive-throughs, including restaurants, banks, laundries						C						
Retail, sporting goods sales, souvenir and gift shop, public information booth.						C						
Warehousing and material distribution centers; provided all products and materials are enclosed within a building.							C			P <sup>2</sup>	P	
Hospitals, nursing homes, sanitariums	C	C	C				C					
Mini-storage							C					
Other retail stores, such as hardware, home improvements, automotive supplies, garden supplies, hobby supplies, records and tapes, musical instruments, books and stationery, pets and pet supplies, flowers, tobacco, drugs and cosmetics, greeting cards and gifts, photography equipment and services, and party supplies, including packaged beer, wine, and liquor.								P				P
Other services, such as automobile service stations, bowling alleys, theaters, and skating rinks								P				
Other services, such as automobile service stations, bowling alleys, theaters, and skating rinks								P				
Food service shops, such as restaurants, cafeterias, cocktail lounges, and ice cream shops.								P				

**Northfield Township  
Non-Residential District Use Matrix**

	WLD-D	WLD-NV	WLD-W	LC	GC	HC	ES	PSC	RO	LI	GI	RTM
Financial services.								P				
Clothing and shoe stores.								P				
Dry goods stores.								P				
Food stores, such as supermarkets, meat and fish markets, delicatessens, bakeries, dairy products, and health food stores.								P				
Furniture and appliance stores, decorating shops, and china and glassware stores.								P				
General merchandise stores, such as department stores, variety stores, and catalog store								P				
Luggage and leather goods stores.								P				
Offices, such as legal, accounting, real estate, medical and dental.								P				
Offices, such as legal, accounting, real estate, medical and dental.								P				
Single-family dwellings and any use, building, or structure accessory thereto	UP	P	UP						P			
Two-family dwellings and any use, building, or structure accessory thereto	UP	C	UP						P			
Family child care homes, adult foster care family homes, foster family homes and foster family group homes	P	P	P						P			
Home occupations	UP	P	UP						C			
Church, synagogue, cathedral, mosque, temple, or other building used for public worship	C	C	C						C			C
Group child care homes	C	C	C						C			
Public and private nursery schools, primary and secondary schools.									C			
Executive, administrative, legal, accounting, insurance, real estate and similar offices at a scale that will not generate off-street parking resulting in excessive traffic generated from the use which would be incompatible with the purpose of this district.									C			
Offices of architects, engineers, surveyors and similar professionals; provided that no trucks, drillings, rigs, and similar vehicles shall be stored on the premises and provided that no materials or field equipment shall be stored outdoors on the premises.									C			
Public and private nursery schools, primary and secondary schools.									C			
Dwelling unit combined with an office; provided that the proprietor of the office resides in the dwelling unit.									C			
Assembly of merchandise such as electrical appliances, electronic or precision instruments and articles of similar nature.										P <sup>2</sup>	P	
Landscape and lawn care businesses.										P <sup>2</sup>	P	



**Northfield Township**  
**Non-Residential District Use Matrix**

	WLD-D	WLD-NV	WLD-W	LC	GC	HC	ES	PSC	RO	LI	GI	RTM
Light manufacturing industrial uses which by the nature of the materials, equipment and processes utilized are to a considerable extent clean, quiet and free from any objectionable or dangerous nuisance or hazard, including any of the following goods or materials: drugs; jewelry; musical instruments; sporting goods; glass products; small household appliances; electronic products; printed matter; baked and dairy products; advertising displays; tents and awnings; brushes and brooms; cameras and photographic equipment and supplies; wearing apparel; leather products and luggage, but not including tanning; products from such finished materials as plastic, bone, cork, feathers, felt, fiber, paper, glass, hair, horn, rubber, shell, or yarn.										P <sup>2</sup>	P	
Manufacturing, compounding, process, or treatment of such products as bakery goods, candy, cosmetics, dairy products, food products, perfumes, pharmaceutical toiletries, and frozen food lockers.										P <sup>2</sup>	P	
Packaging of previously prepared materials, but not including the bailing of discards, old iron or other metal, wood, lumber, glass, paper, rags, cloth or other similar materials; recycling centers.										P <sup>2</sup>	P	
Research and testing facilities.										P <sup>2</sup>	P	
Bus, truck, taxi, and rail terminals	C	C	C							C		
Retail sales of items that are the same as the items sold at wholesale on the premises, or are related by use or design to such wholesale items;										C	C	
Outdoor storage of recreational vehicles										C	C	
Restaurants and cafeteria facilities for employees.										C		P
Minor or major repair of vehicles.										C		
Business/technical schools, when licensed by the state,										C		
Outdoor storage of materials and equipment to be used as part of the principal business, and products resulting from the principal business,										C		
Multiple-family dwelling and any use, building, or structure accessory thereto	UP	C	UP									
Financial services, not including a drive-through	P	P	P									
Bed and breakfast inns	P	P	P									
Medical and dental offices	P	P	P									
Restaurants, including those primarily devoted to serving alcoholic liquors for consumption on the premises and/or providing entertainment, but not including any business of a drive-in type or which have a drive-through	P	C	P									
Retail, including food services retail, general retail	P	C	P									
Temporary outdoor sales when conducted by a permanent business established on site	P	C	P									
Motels, hotels	P	C	P									
Outdoor commercial recreation, public or private	C	C	C									P
Public and private nursery schools, primary and secondary schools, colleges and universities	C	C	C									
Public Building	C	C	C									
Automobile or vehicle dealerships	C	C	C									

**Northfield Township**  
**Non-Residential District Use Matrix**

	WLD-D	WLD-NV	WLD-W	LC	GC	HC	ES	PSC	RO	LI	GI	RTM
Medical and dental clinics when associated with a hospital or nursing home (ambulatory health care facility) in which outpatient treatment for patients is provided	C	C	C									
Public and private nursery schools, primary and secondary schools, colleges and universities	C	C	C									
Research oriented and light industrial park uses	C	C	C									
Funeral establishments	C	C	C									
Drive-through as an accessory to a restaurant, financial services, or other permitted use			C									
Trucking and cartage facilities, truck and industrial equipment storage yards, repairing and washing equipment and yards											P	
Wholesale auto auctions											P	
Wholesale businesses, including warehouse and storage, commercial laundries, dry cleaning establishments, ice and cold storage plants, lumber, fuel and feed yards, automobile repair garages, construction and farm equipment sales and contractor's equipment yards.											P	
Contractor's establishment not engaging in any retail activities on the site.											P	
Manufacturing product warehousing, exchange and storage centers and yards.											P	
Manufacturing.											P	
Open industrial uses,											P	
Wholesale businesses, including warehouse and storage, commercial laundries, dry cleaning establishments, ice and cold storage plants, lumber, fuel and feed yards, automobile repair garages, construction and farm equipment sales and contractor's equipment yards.											P	
Vehicle towing services											C	
Concrete and asphalt mixing or production plants.											C	
Heat treating processes.											C	
Junkyards and inoperative vehicle storage, subject to the provisions of this chapter and also to the provisions of the current junkyard resolution.											C	
Plating shops.											C	
Vehicle towing services											C	
Commercial, office, and service uses which are located, designed, and intended to support and complement permitted principal uses which are located in an RTM district, such as the following: theaters, auditoriums and meeting facilities												P
Uses such as fire, police, and ambulance stations; technical and business schools; recreation facilities, both indoor and outdoor post office												P
Commercial, office, and service uses which are located, designed, and intended to support and complement permitted principal uses which are located in an RTM district, such as the following: office supply sales; medical and dental offices; data processing and computing centers; computer and office machine service and repair establishments												P
Transient lodging facilities												P

**Northfield Township**  
**Non-Residential District Use Matrix**

	WLD-D	WLD-NV	WLD-W	LC	GC	HC	ES	PSC	RO	LI	GI	RTM
Automated production equipment, such as robots												P
Warehousing, only for principal uses permitted and located in this district.												P
Business research, development, and testing laboratories.												P
Commercial, office, and service uses which are located, designed, and intended to support and complement permitted principal uses which are located in an RTM district, such as the following: office supply sales; medical and dental offices; data processing and computing centers; computer and office machine service and repair establishments												p
Electricity transmission and distribution lines, gas and oil pipelines, and related structures; electricity switching and step-down stations.												P
Industrial research, development, and testing laboratories.												P
Measuring, analyzing, and controlling instruments; photographic (except chemicals and sensitized materials); medical and optical goods; watches and clocks.												P
Office, computing, and accounting machinery.												P
Pharmaceutical drugs.												P
Production and processing of genetic materials.												P
Prototype or pilot processing, manufacturing, and/or assemble												P
Scientific research, development, and testing laboratories.												P
Space vehicles and parts.												P
Agricultural uses, as temporary uses prior to development of a parcel in the RTM district.												P
Power plants and water treatment plants.												P

**NOTES:**

<sup>1</sup> The materials and equipment to be used in the principal business and products resulting from the principal business shall be stored entirely within completely enclosed buildings.

<sup>2</sup> The materials and equipment to be used in the principal business and products resulting from the principal business shall be stored within a completely enclosed building. Such products, materials, and equipment may be stored outdoors if a conditional use permit therefor is obtained in accordance with this chapter (18).



February 9, 2017

Board of Trustees and Planning Commission  
Northfield Township  
8350 Main Street – P.O. Box 576  
Whitmore Lake, MI 48189

**Subject:** Proposed 2017 Community Development Work Plan for Northfield Township

Dear members of the Board of Trustees and Planning Commission:

In early 2016, Northfield Township selected McKenna through a competitive process to serve as its community planning consultant. Over the last year, we have served the Township Board of Trustees, Planning Commission, Zoning Board of Appeals, and Downtown Planning Group on the following projects:

- Defending the Master Plan by preparing an analysis and recommendation of the Biltmore proposal to amend the Plan.
- Assisting the Downtown Planning Group in the preparation of the Northfield Community Park Master Plan, including public participation, design, and market analysis.
- Working with the Planning Commission to draft Zoning Ordinance amendments to revise commercial land use regulations and improve screening regulations for outdoor storage.
- Writing waterfront regulations for the Zoning Ordinance, which have been adopted.
- Monthly advisory assistance to the Planning Commission (site plan review, rezonings, and conditional land uses).
- Zoning Administrator assistance, including permit reviews, phone calls with applicants, attendance at ZBA meetings, and preparing ZBA reviews.

As Northfield Township begins 2017, we would like to recommend the following projects based on feedback received from the DPG and Planning Commission, as well as our analysis of the Master Plan and Zoning Ordinance.

- 1. McKenna Attendance at DPG Meetings and Other Ongoing Assistance.** As the DPG concludes the Northfield Community Park Master Plan, the DPG plans to keep momentum by encouraging activities and development in the downtown.
- 2. Master Plan Update.** The current Northfield Township Master Plan was originally adopted in 2012. The Michigan Planning Enabling Act requires a municipality to review its master plan at least once every 5 years to determine if revisions are needed. The current Master Plan is strong and provides a clear vision for many of the community's goals with respect to future growth and preservation. At the same time, there are areas of the Master Plan that would benefit from additional policies, including:
  - a. Northfield Community Park Master Plan.** With the upcoming completion of the Northfield Community Park Master Plan, we recommend incorporating it into the Master Plan as an additional step toward supporting downtown recreation and development.

- b. Details of Nonmotorized Transportation Plan.** With the adoption of Complete Streets legislation in Michigan, it is important for Northfield Township to plan for the appropriate interconnectivity of its current and future nonmotorized and motorized transportation systems. While the Master Plan supports a non-motorized (e.g., pedestrian and bicycle) transportation system in the township and includes a map from the 2006 Non-Motorized Plan for Washtenaw County developed by the Washtenaw Area Transportation Study (WATS), the Master Plan should include a nonmotorized inventory (including sidewalks) and include specific policies for how that nonmotorized network will be developed in the coming years. There are major considerations for a non-motorized system, which include the locations of high priority corridors and the opportunities to link to existing systems in adjacent communities. McKenna has assisted Hamburg Township and Lyon Township in the development of their nonmotorized systems, so we are familiar with the local nonmotorized transportation systems and plans.
- c. Agricultural Production and Preservation.** The Master Plan includes goals for preserving farmland, which include promoting agricultural tourism. While we recommend standards in the Zoning Ordinance to promote agritourism (see below), the Master Plan should acknowledge the recent creation of the Farmland and Natural Areas Preservation Committee and include supporting language for its upcoming tasks. We anticipate that many of the policies of the Farmland and Natural Areas Preservation Committee will eventually be adopted into the Master Plan and Zoning Ordinance, so we recommend establishing that link as soon as possible in the Master Plan.
- d. Zoning Plan.** The Michigan Planning Enabling Act requires that a zoning plan be included in a master plan that explains how the land use categories of the future land use map relate to the districts on the zoning map. The Master Plan currently has a Zoning Plan; however, with the anticipated repeal of the Enterprise Service (ES) District and Highway Commercial (HC) District, the Township should eliminate the references to these districts in the Zoning Plan. At the same time, the Future Land Use Map should be reviewed for consistency with the Zoning Plan.
- e. Public Participation.** The public participation feedback for the current Master Plan was obtained in 2010 (2 Planning Fairs and a community survey). The public input recently received for the Northfield Community Park Master Plan yielded excellent feedback and was a reflection of the community's excitement about planning the future of the community. If an update to the Master Plan is initiated in 2017, it would provide an excellent opportunity to invite the public to provide input on the community's future land use policies. This can include an online survey, public workshops and charrettes, and stakeholder interviews.

We understand that the Township currently has an agreement with Cobalt Community Research to conduct a survey. A comprehensive community survey can be an excellent way of obtaining the public's opinions about development, preservation, public services, and several other topics. These opinions, in turn, will be used to shape public policy. The Planning Commission has asked us to evaluate the draft survey (the latest version we have is titled "Draft 6") and provide comments. The following are our initial comments and suggestions regarding the survey:

- In Question 1, there is a question asking the respondent to rate the "cleanliness of downtown Whitmore Lake." We recommend asking about "appearance" and/or "attractiveness" of downtown Whitmore Lake.
- In Question 2, we recommend adding a question about "Availability of different types of housing (e.g., detached single-family homes, attached single-family homes, apartments, manufactured homes, etc.)"
- In Question 5, there is a general question asking the respondent to rate the "availability of bike paths and walking trails." We recommend that a question be added asking about the sidewalk network.
- In Question 12, the last 2 questions ask about opinions regarding additional housing development. The response choices for these questions are confusing because the respondent

won't know what it means to "allocate existing funds to accomplish" or "request a small millage to accomplish" more housing developments.

- In Question 13, it seems as though increasing the residential density in the Agricultural area is already under consideration by the Township. This statement may elicit defensive responses. We recommend changing the question to: "If the Township were to consider additional residential development in the Agricultural areas of Northfield Township, please review the following statements and rate your level of agreement with each." Also, the last question asks about supporting additional residential housing if sensitive areas are preserved, but it does not include a density.
- In Question 14, we recommend including a statement instructing the respondent to "select all that apply."
- In Question 22, we recommend changing "Child(ren) over age 13-17" to "Child(ren) between ages 13-17." Also, we recommend changing "Child(ren) over age 17" to "Other adults." In this case, "other adults" can include children ages 18-19 as well as senior citizens.

3. **Whitmore Lake Downtown Strategic Action Plan and Design Framework.** We recently prepared a proposal to Northfield Township for a Downtown Strategic Action Plan and Design Framework (enclosed). The intent of the Strategic Action Plan and Design Framework is to continue the DPG's work on the Northfield Community Park Master Plan by looking at downtown Whitmore Lake as a whole and creating a vision of future development. The proposed Strategic Action Plan will be based on heavy public engagement, consideration of real-life design scenarios of downtown Whitmore Lake, development of a design and connectivity framework, creation of downtown design guidelines, and adoption of a Strategic Action Plan and implementation schedule. When completed, we would propose incorporating the policies into the Master Plan and Zoning Ordinance where appropriate.

#### 4. Zoning Ordinance Updates

- a. **Amendments to encourage more development activity downtown.** The Whitmore Lake District (WLD) was adopted in 2013 to encourage development in downtown Whitmore Lake that was mixed use, human scale, and had good urban form. So far, the WLD does not appear to have had a major impact. One of the impediments that we've noticed in the Zoning Ordinance is that the WLD includes an inordinate number of Conditional Uses, which will discourage many types of business from starting because of the high barriers to entry. We recommend that the Township review the land uses of the WLD and try to include more uses as Permitted Uses. This will also encourage re-use of buildings – the re-use of a building is much easier if there are more Permitted Use options. Additionally, if the Township starts the Whitmore Lake Downtown Strategic Action Plan and Design Framework (described above), the design guidelines can be codified with accompanying graphics based on real-life scenarios in downtown Whitmore Lake.
- b. **Amendments to encourage more agricultural tourism uses.** The Zoning Ordinance allows for agricultural tourism uses as Conditional Uses in the AR district. The Michigan Right to Farm Act may require some of the uses listed to be permitted as part of a commercial agriculture operation, so we recommend reviewing these regulations to ensure they are consistent with the Right to Farm Act. The Township may want to obtain comment from the Farmland & Natural Areas Preservation Committee regarding any research it has done on agricultural tourism and how the Zoning Ordinance could be amended to encourage more agricultural tourism uses.
- c. **Land Use table to simplify uses and fix discrepancies between similar uses.** Several months ago, McKenna prepared a Non-Residential District Use Matrix (enclosed, dated June 29, 2016). We recommend adopting a similar table into the Zoning Ordinance that also includes the residential zoning districts. However, this table reveals areas where there are redundant uses that are difficult to interpret.



This has made the Zoning Ordinance more difficult to administer and understand over time. Therefore, we recommend resolving these conflicts as part of the adoption process of the land use table.

- d. **Medical Marihuana.** On September 22, 2016, Governor Snyder signed three new bills that expand the regulatory framework affecting medical marihuana in Michigan. Of these, PA 281, the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq., is the one which is of particular interest to municipalities, both because it provides a range of land uses that the state will be licensing, which a municipality may choose to allow within its jurisdiction, and because there are license fees, and potential tax-sharing revenue, available to municipalities related to those facilities. PA 281 became effective on December 20, 2016, and it provides that licensing of marijuana facilities, by the State, will begin 360 days after its effective date, i.e. in December of 2017. Thus, municipalities also have about that long to consider what actions they would like to take in response to it, though proprietors will certainly want to be securing sites in anticipation. PA 281 authorizes the following 5 types of facilities: (1) Class A-C Growers (500-1,500 plants); (2) Processors; (3) Secure Transporters; (4) Provisioning Centers (commonly called dispensaries); and (5) Safety Compliance Facilities (testing labs). A municipality may adopt an ordinance to authorize one or more of the five types of marijuana facilities within its boundaries and to limit the number of each type of marijuana facility, but shall not impose regulations regarding the purity or pricing of marijuana or interfering or conflicting with statutory regulations for licensing marijuana facilities. If a municipality wants to prohibit all 5 types of facilities, it is unclear whether the municipality must adopt an ordinance to that effect or simply do nothing. We recommend that the Planning Commission discuss these types of facilities and consult with the Township Attorney regarding what actions, if any, the Township should take to achieve its desired regulations.

5. **Parks & Recreation Master Plan Update.** The Parks & Recreation Master Plan was adopted in 2015, so it will not expire until 2020. However, in order to remain eligible for many state and federal grants, the Plan must stay up-to-date as grant opportunities arise. With the upcoming completion of the Northfield Community Park Master Plan, we recommend incorporating it into the Parks & Recreation Master Plan to take advantage of any grant opportunities for Northfield Community Park.

6. **Capital Improvement Program (CIP) Assistance.** The Michigan Planning Enabling Act requires any community with a water or sewer facility to annually approve a CIP. The CIP process allows for the Township and its departments to predictably budget for capital expenses in the coming years, such as water and sewer improvements, park improvements, road and nonmotorized infrastructure, and other large capital expenses.

A proactive work program can help build a quality community, and we look forward to working with the Township as it actively seeks to preserve its rural character and sense of place.

Respectfully submitted,

**McKenna Associates**



Patrick J. Sloan, AICP  
Senior Principal Planner



Paul Lippens, AICP  
Director of Transportation and Urban Design  
Senior Principal Planner



TETRA TECH

710 Avis Drive, Ann Arbor, MI 48108

Telephone: 734.665.6000

Fax: 734.665.2570

## TRANSMITTAL

**Date:** March 15, 2017

**To:** Ms. Marlene Chockley

Northfield Township

8350 Main St.

Whitmore Lake, MI 48189

**Re:** Northfield Township

Whitmore Lake Road

Sanitary Sewer Extension

**Project No.:** 200-12748-14001

**We are enclosing:** Application for Payment #4, Final; Change Order #1, Final Balancing; Certificate of Substantial Completion; Consent of Surety to Final Payment; and Unconditional Waivers of Lien

**Remarks:**

Please find attached four (4) original copies each of the Application for Payment, Change Order, and Certificate of Substantial Completion, and one (1) copy each of the remaining documents. They have been checked for accuracy and are recommended for processing by the Township. Note that the Change Order is to be approved prior to approving the Application for Payment.

Please execute all four (4) copies of the Application for Payment, Change Order, and Certificate of Substantial Completion. Retain one (1) of each for your records, and return three (3) copies of each to this office for distribution. The remaining documents are for your records.

Feel free to contact me with any questions.

**copy:** File

**By:** Tim Ard



TETRA TECH Inc.

710 Avis Drive, Ann Arbor, MI 48108  
Telephone: 734.665.6000  
Fax: 734.665.2570

## CHANGE ORDER

DISTRIBUTION:

Owner - 1  
MDEQ -- 1  
Contractor - 1  
Tetra Tech - 1

OWNER: Northfield Township,  
Michigan

**TITLE: Whitmore Lake Road  
Sanitary Sewer  
Improvements**

CONTRACTOR: Joe Raica Excavating, Inc.  
CONTRACT NO.: 200-12748-14001

CHANGE ORDER NO.: 1, Final Balancing

DATE: January 5, 2017

**TO THE CONTRACTOR NAMED ABOVE:**

Under the above contract and upon approval of the Owner, we hereby recommend the following changes to the contract:

Description	Add/ Deduct	Amount
Item 1, Adjust Final Contract Amounts Per Attached Spreadsheet	Deduct	-\$36,763.08
<b>TOTAL THIS CHANGE ORDER</b>	<b>DEDUCT</b>	<b>-\$36,763.08</b>

Due to changes in Contract quantities to reflect actual amounts installed. Please see supporting documentation attached hereto.

Current Contract Amount	\$473,999.25
Amount this Change Order Deduct	-\$36,763.08
<b>New Contract Amount</b>	<b>\$437,236.17</b>

**RECOMMENDED BY:** Tetra Tech

DATE 3/15/17

**ACCEPTED BY:** Joe Raica Excavating Inc.

DATE 3/13/17

**APPROVED BY:** Northfield Township, Michigan

\_\_\_\_\_  
DATE \_\_\_\_\_

Item	Qty.	Unit	Description	Unit Price	Final Quantity	Net Change in Quantity	Net Change in Amount
1	1	Lump Sum	Mobilization	\$20,000.00	1.025	0.025	\$500.00
2	1	Lump Sum	Traffic Control	\$5,000.00	1	0	\$0.00
3	1	Lump Sum	Audio Visual	\$3,000.00	1	0	\$0.00
4	1	Lump Sum	Clearing	\$18,000.00	1	0	\$0.00
5	2	Each	Utility Investigation	\$1,500.00	2	0	\$0.00
6	75	LF	Steel Casing Pipe, 24-inch Jacked in Place	\$300.00	75	0	\$0.00
7	599	LF	12" PVC SDR 26 Sanitary Sewer	\$100.00	590	-9	-\$900.00
8	75	LF	12" Sanitary Sewer, Placed in Casing	\$42.00	75	0	\$0.00
9	4523	LF	3" SDR-11 HDPE Force Main	\$20.75	4535	12	\$249.00
10	21	Each	Service Connection, Low Pressure Sewer	\$852.00	22	1	\$852.00
11	2194	LF	1.5" SDR-9 HDPE Service Lateral	\$18.25	2318	124	\$2,263.00
12	21	Each	Curb Stop	\$1,040.00	22	1	\$1,040.00
13	9	Each	Grinder Pump, Installed	\$4,220.50	10	1	\$4,220.50
14	4	Each	Service Connection, Gravity Sewer, 12" x 6"	\$3,520.00	3	-1	-\$3,520.00
15	1	Each	Service Connection, Core and Boot Manhole	\$1,500.00	1	0	\$0.00
16	372	LF	6" PVC Schd 40 Gravity Service Lateral	\$70.00	180	-192	-\$13,440.00
17	2	Each	48" Sanitary Sewer Manhole	\$4,255.00	2	0	\$0.00
18	1	Each	48" Corrosion Resistant Sanitary Sewer Force Main Discharge Manhole	\$9,560.00	1	0	\$0.00
19	1	Each	Exterior Drop Connection	\$3,500.00	1	0	\$0.00
20	3	Each	Air Relief Structure	\$5,330.00	3	0	\$0.00
21	2	Each	Flushing Structure	\$4,650.00	2	0	\$0.00
22	2	Each	Sanitary Sewer Cleanout	\$930.00	2	0	\$0.00
23	1	Lump Sum	Detroit Edison Electrical Allowance	\$5,000.00	0	-1	-\$5,000.00
24	1	Lump Sum	Utility Coordination Allowance	\$5,000.00	1.2704845	0.2704845	\$1,352.42
25	1	Lump Sum	Grinder Pump Electrical Allowance	\$20,000.00	0.156	-0.844	-\$16,880.00
26	3000	LF	Erosion Control, Silt Fence	\$2.50	0	-3000	-\$7,500.00
<b>Total Change</b>							(\$36,763.08)



# APPLICATION FOR PAYMENT CERTIFICATE

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 4

CONTRACTOR: Raica Excavating TITLE: Whitmore Lake Rd. Sanitary Sewer Extension  
 OWNER: Northfield Township CONTRACT NO.: 200-12748-14001  
 Substantial Completion Date: Sept 15, 2016 Final Completion Date: October 15, 2016  
 Milestone Completion Date: \_\_\_\_\_  
 Application is made for payment for the Work shown below, accomplished through the date of December 28, 2016

1. Original Contract Sum		\$ 473,999.25
2. Net Change by Change Order		\$ -36,763.08
3. Current Contract Amount (line 1 + line 2)		\$ 437,236.17
4. Work Complete (from summary sheet)	<u>100 %</u>	\$ 437,236.17
5. Less 20% Restoration		\$ 0.00
6. Less <u>0 %</u> Retainage	\$ 0.00	
7. Less 10% Retainage - Stored Materials	\$ N/A	
8. Total Retainage and Restoration (line 5 + 6)		\$ 0.00
9. Amount Due to Date (line 4 - 8)		\$ 437,236.17
10. Less Previous Payments (from summary sheet)		\$ 401,813.91
11. Amount Due This Application (line 9-10)		\$ 35,422.26

## CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

## ATTACHMENTS TO THIS CERTIFICATION:

☒ Summary Sheet ☐ Change Order Summary ☐ Stored Material Summary  
☐ Other \_\_\_\_\_

CONTRACTOR:

By: Jenny Raica

Date: 2/2/17

Payment to CONTRACTOR of the amount shown in line 11 above is recommended by ENGINEER, Tetra Tech, Inc.

By: Brian M. Lebel

Date: 3/15/17

APPROVED: OWNER

By: \_\_\_\_\_

Date: \_\_\_\_\_

Line #	Description	Unit	QTY	Unit Price	Amount	Quantities Previous Periods	Amount Previous Periods	Quantities This Periods	Amount This Periods	Total Completed and Stored	Balance to Completion
1	Mobilization	Lump Sum	1	\$20,000.00	\$20,000.00	1	\$20,000.00	0.025	\$500.00	\$20,500.00	-\$500.00
2	Traffic Control	Lump Sum	1	\$5,000.00	\$5,000.00	1	\$5,000.00		\$0.00	\$5,000.00	\$0.00
3	Audio Visual	Lump Sum	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$0.00	\$3,000.00	\$0.00
4	Clearing	Lump Sum	1	\$18,000.00	\$18,000.00	1	\$18,000.00		\$0.00	\$18,000.00	\$0.00
5	Utility Investigation	Each	2	\$1,500.00	\$3,000.00	2	\$3,000.00		\$0.00	\$3,000.00	\$0.00
6	Steel Casing Pipe, 24-inch Jacketed in Place	LF	75	\$300.00	\$22,500.00	75	\$22,500.00		\$0.00	\$22,500.00	\$0.00
7	12" PVC SDR 26 Sanitary Sewer	LF	599	\$100.00	\$59,900.00	590	\$59,000.00		\$0.00	\$59,000.00	\$900.00
8	12" Sanitary Sewer, Placed in Casing	LF	75	\$42.00	\$3,150.00	75	\$3,150.00		\$0.00	\$3,150.00	\$0.00
9	3" SDR-11 HDPE Force Main	LF	4523	\$20.75	\$93,862.25	4535	\$94,101.25	1	\$0.00	\$94,101.25	-\$249.00
10	Service Connection, Low Pressure Sewer	Each	21	\$852.00	\$17,892.00	21	\$17,892.00	1	\$852.00	\$18,744.00	-\$852.00
11	1.5" SDR-9 HDPE Service Lateral	LF	2194	\$18.25	\$40,040.50	2038	\$37,193.50	280	\$5,110.00	\$42,303.50	-\$2,263.00
12	Curb Stop	Each	21	\$1,040.00	\$21,840.00	21	\$21,840.00	1	\$1,040.00	\$22,880.00	-\$1,040.00
13	Grinder Pump, Installed	Each	9	\$4,220.50	\$37,984.50	9	\$37,984.50	1	\$4,220.50	\$42,205.00	-\$4,220.50
14	Service Connection, Gravity Sewer, 12" x 6"	Each	4	\$3,520.00	\$14,080.00	3	\$10,560.00		\$0.00	\$10,560.00	\$3,520.00
15	Service Connection, Core and Boot Manhole	Each	1	\$1,500.00	\$1,500.00	1	\$1,500.00		\$0.00	\$1,500.00	\$0.00
16	6" PVC Schd 40 Gravity Service Lateral	LF	372	\$70.00	\$26,040.00	180	\$12,600.00		\$0.00	\$12,600.00	\$13,440.00
17	48" Sanitary Sewer Manhole	Each	1	\$4,255.00	\$8,510.00	2	\$8,510.00		\$0.00	\$8,510.00	\$0.00
18	48" Corrosion Resistant Sanitary Sewer Force Main Discharge Manhole	Each	1	\$9,560.00	\$9,560.00	1	\$9,560.00		\$0.00	\$9,560.00	\$0.00
19	Exterior Drop Connection	Each	1	\$3,500.00	\$3,500.00	1	\$3,500.00		\$0.00	\$3,500.00	\$0.00
20	Air Relief Structure	Each	3	\$5,330.00	\$15,990.00	3	\$15,990.00		\$0.00	\$15,990.00	\$0.00
21	Flushing Structure	Each	2	\$4,650.00	\$9,300.00	2	\$9,300.00		\$0.00	\$9,300.00	\$0.00
22	Sanitary Sewer Cleanout	Each	2	\$930.00	\$1,860.00	2	\$1,860.00		\$0.00	\$1,860.00	\$0.00
23	Detroit Edison Electrical Allowance	Lump Sum	1	\$5,000.00	\$5,000.00	0	\$0.00		\$0.00	\$0.00	\$5,000.00
24	Utility Coordination Allowance	Lump Sum	1	\$5,000.00	\$5,000.00	1	\$6,352.42		\$0.00	\$6,352.42	-\$1,352.42
25	Grinder Pump Electrical Allowance	Lump Sum	1	\$20,000.00	\$20,000.00	0	\$3,120.00		\$0.00	\$3,120.00	\$16,880.00
26	Erosion Control, Silt Fence	LF	3000	\$2.50	\$7,500.00	0	\$0.00		\$0.00	\$0.00	\$7,500.00
	<b>Total</b>				<b>\$473,999.25</b>		<b>\$425,513.67</b>		<b>\$11,722.50</b>	<b>\$437,236.17</b>	<b>\$36,763.08</b>
	Balancing Change Order #1	LS			-\$36,763.08						-\$36,763.08
	<b>Grand Total</b>				<b>\$437,236.17</b>						<b>\$0.00</b>

## CERTIFICATE OF SUBSTANTIAL COMPLETION

Contract:	<u>Whitmore Lake Rd. Sanitary Sewer Improvements</u>
Contract No.	<u>200-12748-14001</u>
Date Issued:	<u>December 30, 2016</u>
OWNER	<u>Northfield Township, Michigan</u>
CONTRACTOR	<u>Joe Raica Excavating, Inc.</u>

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

No exceptions

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be substantially complete in accordance with the Contract Documents on

June 23, 2016  
DATE OF SUBSTANTIAL COMPLETION

A tentative list of items to be completed or corrected is below under Contractor Responsibilities This list may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of CONTRACTOR to complete all the Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees pending final payment shall be as follows:

OWNER: Shall perform and/or maintain insurances, if any, in accordance with Article 5 of the General Conditions, and allow CONTRACTOR reasonable access to complete or correct items on the tentative list. Additional responsibilities are:  
None

CONTRACTOR: Shall perform and/or maintain Site security, temporary facilities, Bonds and insurances in accordance with Article 5 of the General Conditions, and protect the Work. Additional responsibilities are:

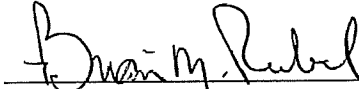
Warranty for additional grinder pump installation and appurtenances at the south side of the property at 6350 Whitmore Lake road, currently known as "Broadscape Landscape Supplies" begins on 11/10/16

The following documents are attached to and made a part of this Certificate:

None

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR's obligation to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on December 30, 2016  
Date

  
ENGINEER

By: Brian Rubel, P.E.  
(Authorized Signature)

CONTRACTOR accepts this Certificate of Substantial Completion on 1-9-17  
Date

  
CONTRACTOR

By: Jennifer Raica  
(Authorized Signature)

OWNER accepts this Certificate of Substantial Completion on \_\_\_\_\_  
Date

\_\_\_\_\_  
OWNER

By: Marlene Chockley  
(Authorized Signature)



**CONSENT OF  
SURETY COMPANY  
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER  
ARCHITECT  
CONTRACTOR  
SURETY  
OTHER

☐  
☐  
☐  
☐  
☐

Bond #BDA745208

PROJECT: Northfield Township Whitmore Lake Road Sanitary Sewer Extension, 200-12748-14001  
(name, address)

TO (Owner)

Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: February 29, 2016

CONTRACTOR: Joe Raica Excavating, Inc.  
3640 Nicholson Road  
Fowlerville, MI 48836

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
(here insert name and address of Surety Company)

AMCO Insurance Company  
1100 Locust Street, Dept. 2006  
Des Moines, IA 50391

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Joe Raica Excavating, Inc.  
3640 Nicholson Road  
Fowlerville, MI 48836

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

Northfield Township  
8350 Main Street  
Whitmore Lake, MI 48189

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,

the Surety Company has hereunto set its hand this 23rd day of February, 2017

AMCO Insurance Company

Surety Company



Signature of Authorized Representative

Attest:

(Seal):

Marcia J. Miller Attorney-in-fact

Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND  
CLAIMS, Current Edition

## Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation  
Farmland Mutual Insurance Company, an Iowa corporation  
Nationwide Agribusiness Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation  
Allied Property and Casualty Insurance Company, an Iowa corporation  
Depositors Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as the "Companies," each does hereby make, constitute and appoint:

CLOYD W. BARNES  
DAVID G. CHAPMAN

ROBERT G. CHAPMAN  
NATHAN G. CHAPMAN

MARCIA J. MILLER

LANSING MI

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

THREE MILLION AND NO/100 DOLLARS

\$ 3,000,000.00

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the  
13<sup>th</sup> day of February, 2014.



Terrance Williams, President and Chief Operating Officer of Nationwide Agribusiness Insurance Company and Farmland Mutual Insurance Company; and Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company, and Depositors Insurance Company

### ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF POLK: ss

On this 13<sup>th</sup> day of February, 2014, before me came the above-named officer for the Companies aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Companies aforesaid, that the seals affixed hereto are the corporate seals of said Companies, and the said corporate seals and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

Sandy Alitz  
Notarial Seal - Iowa  
Commission Number 152785  
My Commission Expires March, 24, 2017

Notary Public  
My Commission Expires  
March 24, 2017

### CERTIFICATE

I, Robert W Horner III, Secretary of the Companies, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Terrance Williams was on the date of the execution of the foregoing power of attorney the duly elected officer of the Companies, and the corporate seals and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seals of said Companies this 23rd day  
of February, 20 17.

  
Secretary

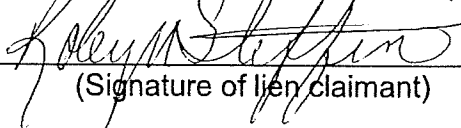
This Power of Attorney Expires 08/29/19

## FULL UNCONDITIONAL WAIVER

My/our contract with Joe Racia Excavating to provide  
electrical for the improvement of the property described as  
Northfield township/ Whitmore Lake Sewer Project  
\$ 16,17705 having been  
fully paid and satisfied, all my/our construction lien rights against such property  
are hereby waived and released.

Cochran Electric Co.

(Printed Name of Lien Claimant)

  
(Signature of Lien claimant)

Signed on: 2-20-2017

Address: 2103 S. Jackson St.

Jackson, MI 49203

Telephone: 517-784-7106

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**

### FULL UNCONDITIONAL WAIVER

My/our contract with Joe Raica Excavating, Inc. to provide labor/materials for the improvement of the property described as Northfield Township has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Michigan Pipe & Valve-Lansing / Ferguson Waterworks #3386



Linda Prater, Credit Manager

Signed On: February 20, 2017

Address: 1931 Snow Road  
Lansing MI 48917  
Telephone: 517.322.0300

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.**





**TETRA TECH**

March 22, 2017

Ms. Marlene Chockley  
Northfield Township Supervisor  
8350 Main Street  
Whitmore Lake, MI 48189

**Re: Interceptor Flow Monitoring**

Dear Ms. Chockley:

Tetra Tech has appreciated our long history of services to Northfield Township. During the 2016 Trunk Sewer Study, the projections of the Township's sewer capacity suggested that the main interceptor upstream of Eight Mile Road was at capacity with existing connections. Tetra Tech has discussed on several occasions conducting flow monitoring to more precisely determine the available flows in this portion of the sewer system. Tetra Tech has prepared a proposal to assist Northfield Township with this flow monitoring and is pleased to present our proposal within this letter.

**SCOPE OF SERVICES**

We propose the following scope of services:

1. Install three flow meters in the sewer system at the following locations:
  - a. 18" sewer upstream of Eight Mile Road
  - b. 15" sewer east of US-23
  - c. 12" sewer serving East Shore Drive and tributary area

These are the locations where the previous office analysis determined that limited capacity was likely available and that may be impacted by potential development.

2. Install a recording rain gauge at a secure location within the Township. A continuous record of rainfall is needed to correlate the observed flow rates with rainfall.

We will maintain the rain gauge and the flow meters for a period of three months. This will consist of two visits per month to collect data and confirm the reliability of the meters.

3. Produce a report outlining the observations and updating the capacity calculations produced in the 2016 Trunk Sewer Study.
4. Attend one meeting with Township staff to discuss the results.
5. Attend one meeting of the Board of Trustees to present the results of the study.

**Tetra Tech**

710 Avis Drive, Ann Arbor, MI 48108

Tel 734.665.6000 Fax 734.213.3003 [www.tetrattech.com](http://www.tetrattech.com)



### **SCHEDULE**

Work will need to be initiated in early April to maximize the potential of recording data from spring (wet weather) conditions. The results should be available in late August and we will inform the Township of our interim findings.

### **COMPENSATION**

We suggest a time and materials budget of \$34,800 be established. This budget will not be exceeded without your prior written approval. Our standard terms and conditions are attached and considered a part of this proposal.

It is Tetra Tech's opinion that this study can be reimbursed under the Michigan DEQ's SAW grant program (90% grant/10% match). Tetra Tech prepared Northfield Township's grant application and Northfield is expected to receive this grant in the fall of 2017. Costs incurred prior to the receipt of the grant can be reimbursed upon receipt of the grant.

### **ASSUMPTIONS**

- WWTP staff may need to assist in exposing buried manholes.
- This scope of work for a MDEQ Infiltration/Inflow Analysis (a requirement for low interest loans) is much more extensive than that presented within this proposal. While this proposal will provide useful data, it will not serve as a prerequisite for a low interest loan.
- Most times a 3-month monitoring period is sufficient for flow monitoring but no guarantees can be provided that large rains will be observed during the study period.
- Computer modeling of the Township's sanitary sewer system will not be performed at this time (this is planned as part of the pending SAW grant).

### **EXECUTION**

Please sign in the space provided and return one original copy to indicate your acceptance. Tetra Tech appreciates the opportunity to provide this proposal and our long history of service to Northfield Township.

Sincerely,

Brian M. Rubel, P.E.  
Vice President

**PROPOSAL ACCEPTED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_



# Tetra Tech of Michigan, PC

## Engineering Services Standard Terms & Conditions

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

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

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

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

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

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

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

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

**Regulated Wastes** Client is responsible for the disposal of all regulated wastes generated as a result of services provided under this Agreement. Consultant and Client

mutually agree that Consultant assumes no responsibility for the waste or disposal thereof.

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

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

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

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

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

Worker's Compensation – as required by applicable state statute

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

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

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

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

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

**Dispute Resolution** The Client and Consultant agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Consultant shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

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

**Termination** The Client or Consultant may terminate services on the Project upon seven (7) days written notice without cause or in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Consultant shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Consultant all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**Authorized Representative** The Project Manager assigned to the Project by Consultant is authorized to make decisions or commitments related to the project on behalf of Consultant. Only authorized representatives of Consultant are authorized to execute contracts and/or work orders on behalf of Consultant. The Client shall designate a representative with similar authority.

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

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

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

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

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

**Consequential Damages** Neither the Client nor Consultant shall be liable to the other for any consequential damages regardless of the nature or fault.

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

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

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

**Contingency Fund** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Consultant may offer advice concerning the value of the contingency fund; however, Consultant shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Consultant.

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

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

**Force Majeure** Consultant shall not be liable for any damages caused by any delay that is beyond Consultant's reasonable control.

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

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

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

**Survival** All provisions of these terms that allocate responsibility or liability between the Client and Consultant shall survive the completion or termination of services for the Project.

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

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

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

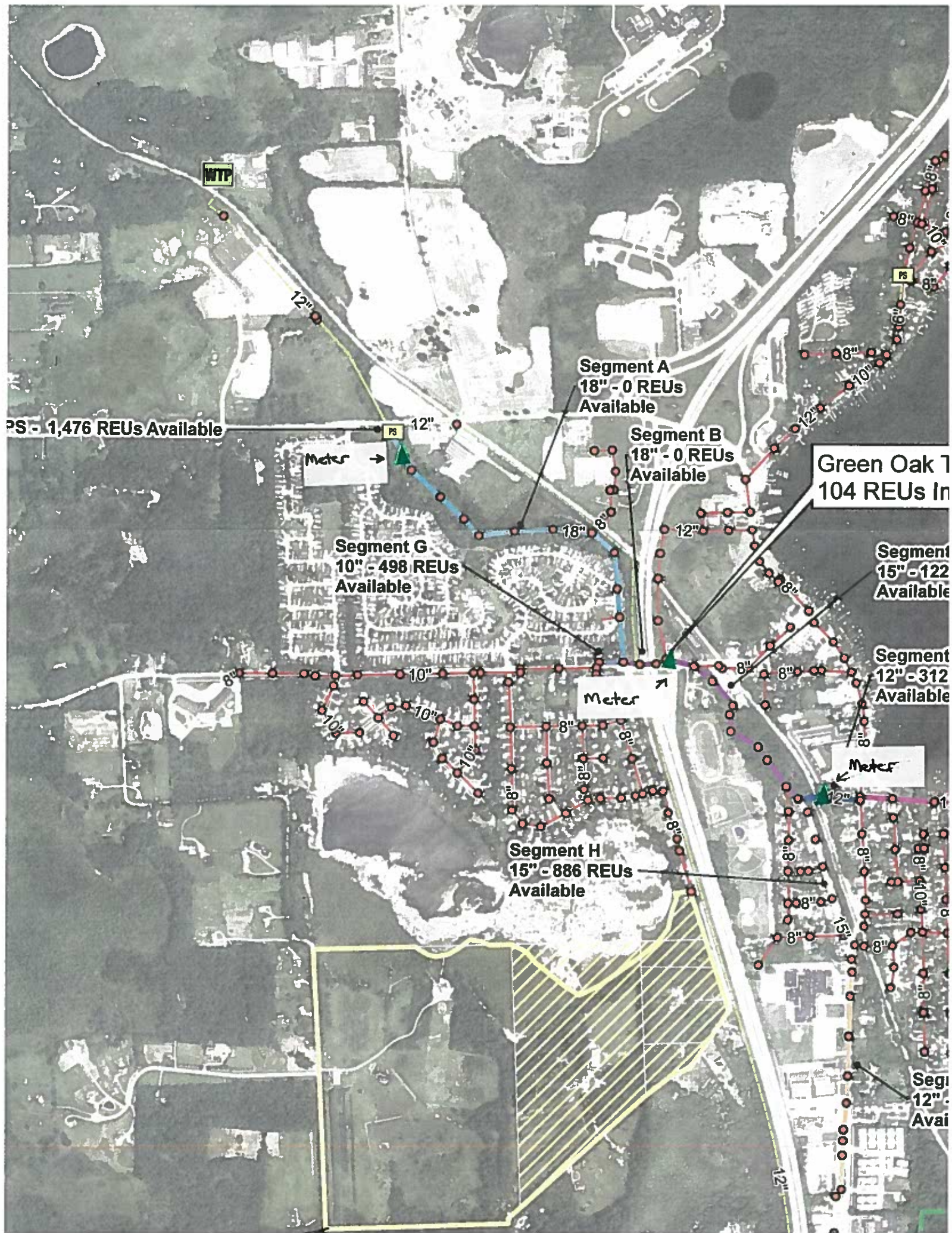
**Equal Employment Opportunity** Consultant will comply with federal regulations pertaining to Equal Employment Opportunity. Consultant is in compliance with applicable local, state, and federal regulations concerning minority hiring. It is Consultant's policy to ensure that applicants and employees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

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

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

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







**JAMES E. COX  
NORTHFIELD TOWNSHIP  
WATER POLLUTION CONTROL FACILITY  
11500 LEMEN ROAD WHITMORE LAKE MICHIGAN  
PHONE 734-449-4159 FAX 734-449-4302**

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**To: Northfield Township Board of Trustees**

**From: Dan Willis -Wastewater Treatment Plant Superintendent**

**Date: March 23, 2017**

**Subject: Mike Spirl Job Promotion**

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Dear Township Board Members : I would like to promote Mike Spirl to the position of System Supervisor with a base pay of 45,000. This is the base pay for this position. With the retirement of Tim Hardesty plus the hiring of a new operator this is a savings of over 20,000 on our pay role budget.

Dan Willis

Northfield Twp. W.W.T.P.

# NORTHFIELD TOWNSHIP

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## MEMO

**To:** Northfield Township Board  
**From:** Lenore Zelenock, Marlene Chockley and Jennifer Carlisle  
**Date:** 3/23/2017  
**Re:** Controller position

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Dear Township Board,

A decision about the Controller position has yet to be made. While the resumes we have received have been of high quality, due to forces outside of our control our search continues. We plan to re-post for the position, as our previous posts have expired.

In the meantime, we have gotten 2 recommendations for individuals that may be interested in an interim position until we can get this vacancy filled – one being a referral from our auditors. Rick Yaeger is still coming in on the weekends to keep us on track and will be aiding us in beginning the budgeting process, however we are unsure as to how much longer this option will be available to us.

We are requesting approval from the board the authorization to hire a temporary Controller, if it is deemed necessary before a permanent part-time Controller can be hired, to come in 1-2 days per week to help out with bank reconciliations and other general accounting issues that may occur.

Sincerely,

Lenore Zelenock – Twp. Treasurer

Marlene Chockley – Twp. Supervisor

Jennifer Carlisle – Administrative Assistant