



**CITY OF YPSILANTI
REGULAR COUNCIL MEETING
Friday, April 19, 2024 @ 9:00 AM
Council Chambers
One South Huron, Ypsilanti, MI 48197
[Launch Meeting - Zoom](#)**

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

- A. I pledge allegiance to the flag, of the United States of America, and to the Republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

IV. AGENDA APPROVAL

V. PUBLIC COMMENT (3 MINUTES)

VI. RESOLUTIONS/MOTIONS/DISCUSSIONS

- A. Rescind Resolution No. 2024-072, awarding Building Services to Safebuilt.
- B. Resolution No. 2024-075, awarding Building Services to Carlisle Wortman.

VII. PUBLIC COMMENT (3 MINUTES)

VIII. ADJOURNMENT

- A. Resolution No. 2024-076, adjourning the City Council Meeting.
- B. Please click [here](#) to access the City Council Contact Form. This form can be used to submit any comments/concerns you might have about this agenda.



Rescind
Resolution No. 2024-072
April 16, 2024
April 19, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti operates a building department for issuance of building permits and inspections through the city; and

WHEREAS the City of Ypsilanti 's current provider has indicated that they no longer wish to provide the service effective May 1, 2024, and

WHEREAS the City of Ypsilanti obtained three quotes for service from McKenna, Carlisle Wartman, and Safebuilt; and

WHEREAS Safebuilt was the lowest cost qualified provider; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the draft agreement with Safebuilt to be approved by the city attorney and signed the Mayor and City Clerk.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



REQUEST FOR LEGISLATION
April 19, 2024

For: Mayor and City Council

From: Joe Meyers, Community Services Director

Subject: Resolution No. 2024-075, awarding Building Services to Carlisle Wortman.

SUMMARY & BACKGROUND: On April 16, 2024, staff presented information to the city council regarding a new building services provider for the city. Unfortunately, during that meeting, staff erroneously input information into the spreadsheet for one of the providers. This error significantly inflated one quote, to the extent that it would alter the recommendation.

With the correct information now available, we kindly request that the resolution passed on Tuesday, April 16, 2024, be rescinded, and a new resolution reflecting the accurate data be passed.

McKenna	
Building Inspection/Official Services	75% of permit
Trade Fill in	\$102 per hour
Plan Review 0- 1 million	.003 of building value
Plan Review over 1 million	.00078 of building value over 1 million
Carlisle Wartman	
Building Inspections	\$75 per inspection
Building Official	\$1,000 per month retainer
Plan Review	\$130 per hour
Safebuilt	
Building Inspection Services	\$95 per hour (4 hour minimum)
Building Official	\$110 per hour (4 hour minimum)
Plan Review	\$95 per hour (1 hour minimum)

In reviewing an average of the past five years of permits, the estimated cost would be:

Carlisle Wartman	
Building Inspections	\$58,500.00

Building Official	\$12,000.00
Total	\$70,500.00
McKenna	
Building Inspection/Official Services	\$248,954.00
Safebuilt	
Building Inspection Services	\$59,280.00
Building Official	\$45,760.00
Total	\$105,040.00

In reviewing the quotes, staff feel that Carlisle Wartman is now the lowest cost, qualified option.

RECOMMENDED ACTION: Approve Carlisle Wartman quote for building inspection, plan review, and building official services to begin on May 1, 2024. .

ATTACHMENTS:

1. Res. No. 2024-075 Building Services
2. Carlisle Wortman
3. McKenna
4. Safebuilt

CITY MANAGER APPROVAL:

COUNCIL AGENDA DATE: April 19, 2024

CITY MANAGER COMMENTS:

FISCAL SERVICES DIRECTOR APPROVAL:



RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

WHEREAS the City of Ypsilanti operates a building department for the issuance of building permits and inspections through the city; and

WHEREAS the staff presented incorrect information at the April 16, 2024, meeting, changing the recommendation for a provider; and

WHEREAS Carlisle Wartman is the lowest cost qualified provider; and

NOW THEREFORE BE IT RESOLVED THAT the Ypsilanti City Council approve the contract with Carlisle Wortman and authorize the Mayor and Acting City Clerk to sign on behalf of the city, subject to the approval of the City Attorney.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE:



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

April 5, 2024

Andrew Hellenga, City Manager
City of Ypsilanti
1 S. Huron Street
Ypsilanti, MI 48197

Jenni Miller, Office Manager
Building Department

Transmitted by email only to: ahellenga@cityofypsilanti.com
jmiller2@cityofypsilanti.com

Re: Proposal for Construction Plan Review and Building Inspection Services

Dear Mr. Hellenga and Ms. Miller,

It was a pleasure meeting with you! Carlisle Wortman Associates (CWA) is pleased to provide the City of Ypsilanti with a proposal to provide Construction Plan Review and Building Inspection services. This proposal will be implemented by our Code Enforcement Services (CES) division.

BACKGROUND AND PHILOSOPHY

Carlisle Wortman Associates, Inc. is a Michigan corporation offering a broad menu of professional planning, zoning, and building consultation services to Michigan municipalities. Our firm was founded in Ann Arbor in 1988 to provide municipal planning consultation services and quickly established its reputation for reliable excellence. In response to client needs, in 1999 we expanded to offer construction plan review services through establishment of our Code Enforcement Services division. Since then, CES has grown to provide a full spectrum of administrative, inspection, and consultation services to help support municipal Building Departments throughout the region. Our business philosophy is built upon development and preservation of long-term client relationships based on mutual trust.

REQUEST FOR PROPOSAL

CWA was asked to consider providing a proposal to support the City of Ypsilanti Building Department's operations by providing Construction Plan Review and Building Inspection services.

Benjamin R. Carlisle, *President* John L. Enos, *Vice President* Douglas J. Lewan, *Principal*
David Scurto, *Principal* Sally M. Elmiger, *Principal* R. Donald Wortman, *Principal* Craig Strong, *Principal*
Paul Montagno, *Principal* Megan Masson-Minock, *Principal* Laura Kreps, *Principal*
Richard K. Carlisle, *Past President/Senior Principal*

As you well know, CWA/CES has been performing commercial construction plan review services for the City of Ypsilanti for many years as part of the city's collaboration with Pittsfield Township. As such, our staff is well acquainted with recent construction projects in the city.

As the arrangement with Pittsfield Township comes to an end, it our understanding that the city wishes to establish its own direct relationship with a professional consultant to perform these services. Pursuant to our recent meeting, the city's request is to provide construction plan review services for all residential and commercial permit applications, and to provide building inspection services for all building inspections within city jurisdiction. You indicated that the city would consider limiting building inspections services to three days per week if necessary.

In addition, you have requested a proposal to provide Building Official services on a permanent or temporary basis, depending on whether the city eventually hires its own building official of record with the State of Michigan.

AN INTEGRATED APPROACH

CWA/CES has been instrumental in transitioning clients to a successful alternative model of service delivery as municipalities struggle with staffing challenges. Partnering with CWA/CES, this model can be customized to meet the city's needs.

Construction Plan Review

CWA/CES will provide state-registered plan reviewers in all construction disciplines, including building, mechanical, electrical, and plumbing, to review construction plans for code compliance. Plan review services will be performed remotely from our Ann Arbor office with plan documents to be transmitted in digital format. Alternately, paper plan documents transferred by the client will be accepted. CWA/CES will communicate directly with the applicant's design professional to coordinate plan changes to achieve code compliance in the most efficient manner possible. CWA/CES will maintain a project tracking system available for review by the city as desired. The initial plan review will be completed within ten (10) business days. Larger or more complicated commercial plans may require additional time, in which case the city and the applicant shall be notified as indicated.

Building Inspection

CWA/CES will provide a state-registered and qualified building inspector to perform scheduled building inspections on a regular basis. Inspector availability shall be mutually agreed upon and designed so as the city can schedule inspections on a predictable and reliable basis. Inspectors will be made available no less than three (3) days per week unless mutually agreed upon by the parties due to anticipated activity levels. CWA/CES inspectors will mix seamlessly with city staff as to be indistinguishable to the public. Our inspectors will receive assignments and direction from Ms. Miller and/or her designated assistant.

Building Official

CWA/CES will provide a qualified state-registered building official to act as the Building Official of record with the State of Michigan on behalf of the city. The assigned building official will interpret code, enforce the State Construction Act, consult with City officials to protect the City's interests, and resolve disputes with applicants as may become necessary.

Integrated Management

The described services to be provided by CWA/CES include management and oversight by CES Field Operations Manager Brent Strong. Mr. Strong will help manage our employees to ensure the reliable delivery of quality services that meet or exceed the City's expectations. Mr. Strong is a registered building official, plan reviewer and inspector with more than 15 years of experience in the delivery and management of municipal building department services. Mr. Strong serves as a municipal building official in a variety of jurisdictions and will bring a deep commitment to collaboration and customer service to City Building Department operations.

CONSULTANT FEES

The following fees will be charged for each category of services described above:

Construction Plan Review	\$130 per hour. Large commercial projects exceeding \$1,000,000 in value may alternately be billed at 80% of the City's plan review fee upon mutual agreement.
Building Inspections	\$75 per inspection based upon the City's average number of building inspections per month provided. This fee may be negotiated if the City experiences significant future changes in volume.
Building Official	\$1,000 per month retainer to provide as-needed Building Official consultant services during the City's regular business hours. Emergency after-hours consultation or response services will be billed at an hourly rate of \$110 per hour.

CLIENT RESPONSIBILITIES

The City of Ypsilanti will be responsible to provide official identification for our employee's use during business hours. If the City wishes that our inspector wear city-branded attire, the City shall provide it.

In addition, the City shall provide the Consultant with a report each calendar month listing the building inspections performed by our employee for invoicing purposes.

SUMMARY

Given our understanding of the City of Ypsilanti's needs, we feel that our proposal is the best course of action for the City at this time. We have satisfactorily performed the City's construction plan reviews for commercial projects in the City for many years, and we strongly encourage you to speak with our clients yourself. CWA/CES prides itself in the many long-term municipal partnerships we have established and strive to maintain, always acting in the best interests of the communities we serve.

Thank you very much for this opportunity. We look forward to working with you!

Sincerely,

A large black rectangular redaction box covering the signature area of the letter.

CARLISLE/WORTMAN ASSOC., INC
Benjamin R. Carlisle, AICP, LEED AP
President

Carlisle Wortman Associates, Inc.
Michael J. Radzik
Operations Manager

REFERENCES

CITY OF TROY

Brent Savidant
Community Development Director
(248) 524-3364
savidantb@troymi.gov

CITY OF PLYMOUTH

John Buzuvis
Assistant City Manager
(734) 453-1234 ext. 222
jbuzuvis@plymouthmi.gov

CITY OF ANN ARBOR

Derek L. Delacourt
Community Services Administrator
(734) 794-6000 Ext. 43902
ddelacourt@a2gov.org

CHARTER TOWNSHIP OF NORTHVILLE

Joe Leeson
Chief Building Official
(248) 348-5830
fleeson@twp.northville.mi.us

CITY OF NOVI

Charles Boulard
Community Development Director
(248) 347-0415
cboulard@cityofnovi.org

CITY OF RIVERVIEW

Jeff Dobek
City Manager
(734) 281-4201
jdobek@cityofroverview.com

PITTSFIELD CHARTER TOWNSHIP

Kurt Weiland
Director of Building
(734) 822-3125
weilandk@pittsfield-mi.gov



MCKENNA

April 9, 2024

Mr. Joe Meyers
Community Development Director
City of Ypsilanti
One South Huron Street
3rd Floor
Ypsilanti, MI 48197

Subject: Proposal for Building Services

Dear Mr. Meyers

We are happy to present this proposal for Building Services to the City of Ypsilanti! We look forward to assisting your department with building professionals that provide high quality, customer-service oriented inspection and plan review services.

Headquartered in Northville, Michigan, McKenna has been providing project and inspection services to communities across the Midwest for over 45 years. This proposal has been tailored to your city's needs based on our meeting last week held at your city offices.

Upon City authorization, we will introduce building inspectors to your department with the goal of creating continuity and integration with your current procedures and policies. We will introduce multiple building inspectors to maximize scheduling flexibility and coverage opportunities, inspections will not have to be cancelled or postponed due to sick days or vacations.

Our client communities select us for a wide array of reasons, including:

TALENT

McKenna offers licensed, effective, insured, and courteous building and code inspection services from McKenna professionals with background checks, using the latest tools and techniques to achieve immediate and long-term city goals.

DEPTH

McKenna currently provides inspections for communities with populations over 800,000. We also conduct department evaluations and management plans. Permit activity may fluctuate dramatically at times, however with a large roster of licensed inspectors available, McKenna has the depth of resources to adjust how it services your community dependent upon your changing needs.

HEADQUARTERS
235 East Main Street
Suite 105
Northville, Michigan 48167

○ 248.596.0920
F 248.596.0930
MCKA.COM

Communities for real life.



BUSINESS/CITIZEN FRIENDLY

Communities that choose to rise above the rest create a competitive advantage by investing in their town, and a timely and complete inspection process is part of the higher level of service that increases investment attraction within the city. McKenna inspectors' business and citizen friendly approach helps ensure the elevated level of service which the residents and customers that the City of Ypsilanti deserves.

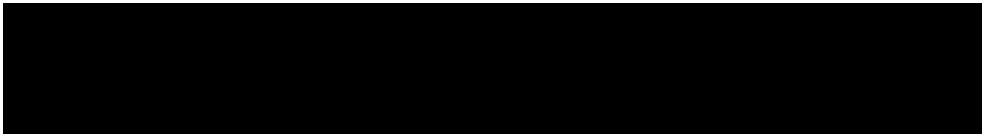
AVAILABILITY

Our skilled and licensed inspectors are available to start immediately.

We are extremely excited about the opportunity to work with the City of Ypsilanti, please feel free to contact us at any time should you have any questions.

Respectfully submitted,

McKENNA

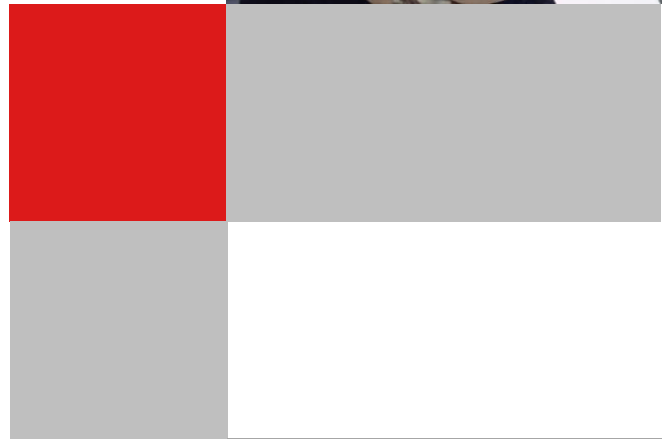


John R. Jackson, AICP
President

Sam Woodrick
Director of Building Services

MCKENNA

Building Department Services



Communities for real life.



Building Department Services

CITY OF YPSILANTI



PREPARED BY

MCKENNA
235 East Main St.
Suite 105
Northville, Michigan 48167

O 248.596.0920
C 313.690.1966
F 248.596.0930
E info@mcka.com
MCKA.COM

MCKENNA

Communities for real life.



Table of Contents

Executive Summary	1
Organizational Information	2
Areas of Service.....	3
Qualifications and Experience	5
Work Plan	9
Project Approach	11
References.....	12
Payment for Services.....	13

Executive Summary



We Understand the City of Ypsilanti has a strong desire to provide business-friendly, quality building department services.

PROPOSED SERVICES

McKenna will provide the following services:

- High Level of Customer Service
- Construction Code Plan Review
- Building Code Inspections
- Trade Inspections

MCKENNA ADVANTAGES

- Municipal Specialists
- Redevelopment Ready Specialists
- Local familiarity
- Responsiveness
- Effective, Organized, and Accountable

BUILDING PROFESSIONALS

Project Manager
Building Inspector
Plan Reviewer

PROFESSIONAL FEES

Please see section "Payment for Services."

Organization Information

McKenna— A Michigan Company



McKenna's downtown Northville, Michigan headquarters. Our workspaces reflect McKenna's commitment to our people, our communities, sustainable design, and the rich technological heritage of Michigan.

McKenna's team of talented planning, design and building professionals help municipal leaders develop and maintain communities for real life. From street festivals, neighborhood parks, and storefronts, to parking spots, coffee shops, and farmers' markets, we want your community to thrive. McKenna provides planning, zoning, building, landscape architecture, community and economic development, and urban design assistance to cities, villages, townships, counties, and regional agencies, as well as select private clients, based on skilled and effective public engagement. Our success can be measured by the built improvements to hundreds of McKenna client communities, and by our 46-year record of client satisfaction and on-time, on-budget delivery.

McKenna currently provides project services to more than 85 communities and private land investors in the Midwest. Anticipating and responding to change is a major distinction of McKenna's practice. Our innovation and depth of experience is a resource for public and private decision-makers; we are a corporation of 50 plus certified building professionals and 30-plus planners, building code experts, urban designers, and landscape architects formed under the laws of Michigan on May 2, 1978.

HEADQUARTERS

235 East Main Street
Suite 105
Northville, MI 48167
O 248.596.0920
F 248.596.0930
E info@mcka.com

MCKA.COM

GRAND RAPIDS

124 East Fulton Street
Suite 6B
Grand Rapids, MI 49503
O 616-226-6375
F 248.596.0930
E info@mcka.com

KALAMAZOO

151 South Rose Street
Suite 920
Kalamazoo, MI 49007
O 269.382.4443
F 248.596.0930
E info@mcka.com





Areas of Service

Community Planning

- Master Plans (Cities, Villages, Townships, Counties and Regions)
- Neighborhood Preservation Plans
- Redevelopment Plans
- Corridor Plans
- Downtown Plans
- Growth Management Plans
- Park and Recreation Plans
- Capital Improvements Programs
- Community and Fiscal Impact Analysis
- Waterfront Planning
- Open Space Planning
- Historic Preservation Plans
- Transportation and Parking Plans
- GIS Analysis and Alternative Testing
- Access Management

Economic Development

- Public/Private Partnerships
- Brownfield Redevelopment Planning
- Downtown Redevelopment Action Plans
- Corridor Redevelopment
- Tax Increment Finance Plans
- Grant Applications
- Redevelopment Project Management
- Market Studies: Retail, Commercial, Residential, Industrial, Institutional
- Redevelopment Financing Assistance
- Land Assembly/Eminent Domain Assistance

Building Department Administration

- Zoning Administration
- Building Code and Zoning Enforcement
- Building Inspection
- Electrical, Mechanical and Plumbing Inspections
- Property Maintenance and Housing Inspection
- Landscape Construction Observation
- Code Enforcement
- Compliance with State
- Department Management Plans

Parks and Recreation

- Parks and Recreation Master Plans
- Park Design (neighborhood, community, regional)
- Ball Field Planning and Design
- Park and Recreation Facilities Design
- Bikeway and Trail Planning and Design
- Grant Applications
- Public Participation
- Universal and ADA Accessibility
- Park and Recreation Furnishings



On-Site Management Services

- Zoning and Planning Administration
- Tax Increment Finance Authority Management
- Downtown Development Authority Administration
- CDBG Administration
- Housing Rehabilitation
- Project Management – Capital Improvement Projects
- Redevelopment Project Administration
- Community Development Administration
- Economic Development Administration

Development Codes

- Zoning Ordinance
- Zoning Ordinance and Resolution Review and Preparation
- Continuing Advisory Services to Elected and Appointed Officials, Planning and Zoning Commissions, and Boards of Appeal
- Subdivision and Condominium Regulations
- Form-Based Codes
- Environmental Regulations – Wetlands, Woodlands
- Expert Witnessing and Court Testimony on Zoning
- Sign Regulations
- Annexation Advisory Assistance
- Sex-Oriented Business Regulations and GIS Testing
- Open Space Regulations
- Planning and Zoning Code Training Seminars
- On-Site Zoning Administration



Complete Streets and Transportation Planning

- Complete Streets Policy Development
- Complete Streets Design Guidelines
- Complete Streets Procedure and Implementation
- Corridor Plans
- Streetscape Plans
- Bicycle & Pedestrian Plans
- Bicycle Parking Plans
- Bicycle Sign Plans
- Bike Share Feasibility Studies
- Intersection Design & Crossing Plans
- Zoning and Regulatory Review
- User Maps and Wayfinding Studies
- Transportation Master Plans
- Site Plan Review of Transportation Facilities
- Circulation Studies Vehicles and Pedestrian
- TOD Studies
- Education and Training
- Transportation and Parking Plans
- Access Management
- Parking Studies

Public Participation (NCI Certified)

- Charrettes
- Hands-on Workshops
- Focus Groups
- Roundtable Discussions
- Surveys (telephone, online, direct mail)
- Public Hearings
- Open Houses
- Interactive Citizen Advisory Committees
- Youth Outreach
- Community Walks and Bike Rides
- Pop-Up / Storefront Workshops
- Consensus Building
- Participatory Decision-Making
- Interviews (one-on-one, intercept)
- Community Preference Surveys

Community Development

- HUD CDBG Administration
- Analysis of Impediments to Fair Housing
- Environmental Review Records
- Consolidated Plans
- Elderly Housing Assistance
- Five Year and Annual Action Plans
- CDBG Program Planning and Applications
- Housing Rehabilitation Administration
- Market Studies – Market Rate, Elderly and Assisted Housing
- Housing Market Studies (MSHDA approved)

Urban Design

- Community Design Plans
- Placemaking Strategies
- Parks, Greens, Commons and Plaza Design
- Streetscape Design
- Site Planning
- Community Character Planning
- Historic Park Design
- Computer Visualization (before/after)
- Design Review
- Site Evaluation and Selection
- Design Manuals
- Neo-Traditional Design (TND)
- Urban Form Pattern Books
- Mixed Use (residential, retail, office, public, institutional) Design
- Public Art

Sustainability Plans

- Sustainability Indicators Analysis, Evaluation Criteria, and Program Improvements
- Develop Neighborhood Stabilization Plans
- Green Infrastructure Plan for Community's Public Property
- Walkable/Bikeable Audits and Implementation Plans
- Community Master Plan, Strategic Plan, or Capital Improvement Plan
- Plan for Low Impact Development (LID) Components
- Local Planning and Zoning
- Access Management Plans for Transportation Corridors

Landscape Architecture

- Residential Development Plans (single family detached/attached; multi-family, elderly, mixed use, townhouses) Conventional & Cluster
- Site Analysis and Design
- Site Layout and Planning
- Construction Drawings and Construction Observation
- Landscape Architecture (MSHDA-approved)
- Arborist Services (tree surveys and maintenance plans)
- Greenways and Trail Planning and Design
- Native Plant Landscapes
- Wayfinding, Signs, and Interpretive Stations
- Environmental Performance Standards
- Public Art Development
- Public Space Design – Greenways, Bikeways, Streetscapes
- Wetlands, Woodlands, Groundwater, Aesthetic, and Vista Protection Regulations
- Sustainable Landscape Design

Qualifications/Experience

CERTIFICATIONS

McKenna building professionals are licensed and certified in a number of areas including:

- Building Official
- Building Inspector
- Electrical Inspector
- Mechanical Inspector
- Plumbing Inspector
- Building Plan Reviewer
- ICC Certified Building Inspector
- ICC Certified Property Maintenance and Housing Inspector
- Registered Instructors
- 1st Class Stationary Engineer
- LEED-AP
- Zoning Administration

TECHNICAL RESOURCES

McKenna maintains extensive technological resources to facilitate building department operations including the following software:

- Permits Plus
- BS&A
- Bluebeam
- Arc GIS, Arc INFO, ArcIM
- Google Earth Pro
- Microsoft Word/Excel/Front Page/PowerPoint
- Adobe Illustrator
- Adobe Photoshop
- Adobe Go-Live
- Adobe InDesign
- Adobe Acrobat
- AutoCAD
- Microsoft Access
- Microsoft Project



ABOVE
Garden City
Hospital

BELOW
Raleigh Movie
Studio (Pontiac)



EXAMPLES OF RECENT PLAN REVIEWS/INSPECTIONS

McKenna's professional inspection team has reviewed a wide range of commercial, office, institutional and industrial projects including over 100 reviews a month in each discipline. Some recent examples include:

- Target
- Home Depot
- Westland Mall
- Verizon Regional Headquarters
- Garden City Hospital
- Hampton Inn
- White Castle Corporation
- BP – Gas Stations
- Surgical Facilities
- St. Peter and Paul Church (Westland)
- International Extrusions
- Raleigh Movie Studios (Pontiac)
- Crestwood Dodge
- Beaumont Medical Office Building
- Michigan First Credit Union
- Renaissance Festival

MICHIGAN-BASED

McKenna has been incorporated in Michigan since 1978. The McKenna project team is well staffed; in other words, we have “the horses in the stable” so that we provide prompt service, response, and action. Further, our team is local and is held accountable to the citizens of the communities in which we work.



Blue Oval Battery Park Michigan

2.5M sq ft / LFP battery production / \$3.5B

ONE (Our Next Energy) Gigafactory

650k sq ft / LFP battery production / \$1.5B

Schaap Performing Arts Center

49,000 SF / \$24M

St. John Hospital Infectious Disease Research Lab

Multi-laboratory research facility

The Pearl

85,350 sq. ft. / 5 story mixed use / \$15.5M

Brookside

6 story mixed use

Palladium

5 story renovation / \$6.8M

The Sheridan

4 story senior complex / \$15.076M

Forest Elm

5 story mixed use / 50,849 sq. ft. / \$5.6M

University of Michigan

Murchie Science Building – Flint

Forefront

3 story mixed use / \$6.9M

The Woodward

3 Story restoration

C3 Industries – Multi-phase Commercial Marijuana Development

Current phase \$6M



COMPARABLE PROJECTS

Current Building Inspection Department Administration, Plan Review and Code Enforcement: Among others, McKenna currently provides a variety of Building Department services and Code Enforcement to the following communities:

COMMUNITY	POPULATION	SERVICES PROVIDED					
		Building Official	Building Inspection	Trade Inspection	Plan Review	Clerical	Code Enforcement
Birmingham	20,103		■	■	■	■	■
Village of Oxford	3,436	■	■	■	■		
City of Farmington Hills	80,937		■	■	■	■	■
City of Lake Angelus	290	■	■	■	■	■	■
City of Lincoln Park	38,144		■	■	■	■	■
City of Ecorse	9,011	■	■	■	■	■	■
City of Gibraltar	4,856	■	■	■	■	■	
Lathrup Village	4,075	■	■	■	■		■
Webberville	1,272	■	■	■	■		■
Van Buren Charter Township, Wayne Co.	28,821				■		
Walled Lake	7,127	■	■	■	■		■
City of Fraser	14,480	■	■	■	■		■
Canton Charter Township	93,018		■				■
City of Berkley	15,331		■	■	■		■
City of Hamtramck	22,423	■	■	■	■	■	■
City of Novi	55,224		■	■			
Bay City	33,167	■	■		■		
City of Eastpointe	31,487	■	■	■	■		■
Grosse Pointe Woods	15,639	■	■	■	■	■	
Grosse Pointe Farms	9,479			■	■		
Grosse Pointe Shores	2,782			■	■		
Royal Oak Charter Township	2,411	■	■	■	■	■	■
City of Troy	84,000		■	■	■	■	
City of River Rouge	7,224		■	■	■		
City of Marshall	6,822		■	■	■		
City of Ferndale	19,109		■				
City of Warren	138,130				■		
West Bloomfield Township	65,888		■	■	■		

MUNICIPAL DEPARTMENT MANAGEMENT AND STAFF AUGMENTATION SERVICES

McKenna professionals are skilled in providing services in municipal offices as permanent or interim support for positions such as Building Official, Planning Director, Zoning Administrator, Community Development Director, DDA/TIFA or Economic Development Director, and Building Department Administrator, and similar positions. In some communities McKenna provides all of these functions.

MUNICIPAL ADMINISTRATION SERVICES

McKenna currently provides or has recently provided department administration services including planning, zoning, building, code enforcement and CDBG in the following communities, among others:

Bay City, Michigan
Buena Vista Charter Twp., Saginaw Co., Michigan
City of Eastpointe, Michigan
Clawson, Michigan
Dearborn Heights, Michigan
Delhi Charter Twp., Ingham Co., Michigan
Fenton, Michigan
Hartland Twp., Livingston Co., Michigan
Hazel Park, Michigan
Hudson, Ohio
Grand Blanc Charter Twp., Genesee Co., Michigan
Kalamazoo Charter Twp., Kalamazoo Co., Michigan
Lake Orion, Michigan
Lincoln Park, Michigan
London Twp., Monroe Co., Michigan
Lyon Charter Twp., Oakland Co., Michigan
Medina, Ohio
Oshtemo Charter Twp., Kalamazoo Co., Michigan
Oxford, Michigan
Plymouth Charter Twp., Wayne Co., Michigan
Richmond, Michigan
Rochester, Michigan

Rochester Hills, Michigan
Royalton Twp., Berrien Co., Michigan
Saybrook Twp., Ashtabula Co., Ohio
South Lebanon, Ohio
Van Buren Charter Twp., Wayne Co., Michigan
Walled Lake, Michigan
Webberville, Michigan
Westland, Michigan
Williamston, Michigan
Williamstown Twp., Ingham Co., Michigan
Ypsilanti, Michigan

Management Consulting: Building, Zoning and Code Enforcement

Brighton Charter Twp., Livingston Co., Michigan
Ecorse, Michigan
Kalamazoo Charter Twp., Kalamazoo Co., Michigan
Royal Oak Charter Twp., Oakland Co., Michigan

Shared Services Analysis

Van Buren Twp., Michigan

PROFESSIONALS

McKenna has a deep roster of over 60 certified inspectors, plan reviewers, and intake professionals / support services.

Continuity

We will identify a team of professionals that are exceptionally qualified technically and professionally for the City of Ypsilanti. In addition, we will identify team members that are well suited to the nature and volume of work your city requires. By hand selecting a team we are looking to create a long-term group of professionals that will become part of the culture and maximize continuity.

Work Plan

McKenna is committed to providing your citizens and the business community with the highest level of service in a highly efficient and professional manner. McKenna's service is flexible and responsive and allows the City of Ypsilanti to staff up or down as needed, providing next day scheduled inspections as-needed and same day service if-needed. We partner in utilizing and improving the City's systems.

“When do you want to open and what are your deadlines?”

McKenna Building Official

Upon authorization from the city, we will introduce a team of inspectors to the community who will assist and supplement the community's inspection needs. There will be multiple inspectors in each discipline available, so inspections will never be missed due to sick days or vacation.

Each of our inspectors will be accessible to contractors or members of the public during normal business hours and will generally keep office hours at the start and end of the day for any walk-in inquiries. Additionally, McKenna will assign a project manager to the city that will help ensure a smooth transition and integration of our inspectors into existing department operations. Your project manager will continue to be available afterwards to assist in ongoing communication and cooperation.

PROFESSIONAL LEADERSHIP

McKenna's Project Manager will provide recommendations in the development and implementation of goals, objectives, fee schedules, ordinances, budgets, policies, and priorities in conjunction with the administrative team.

BUILDING CODE COMPLIANCE PROCESS

We believe the building code compliance process begins with good information and communication. McKenna will provide information regarding all building related approval processes in the form of handouts available for the public in multiple languages. In addition, McKenna will prepare for and conduct informational meetings with local groups including the Chamber of Commerce, Board of Realtors, and other business organizations.

Our approach to the building code compliance process is consistent with the State's Redevelopment Ready Community best practices.

APPROACH TO DISPUTE RESOLUTION AND ALTERNATIVE SOLUTIONS

Work with contractors, residents, and other customers to find reasonable solutions within the code. We know that there are multiple ways to satisfy the code requirements and will recommend alternatives.

PLAN REVIEW SERVICES

Turn-Around Services. All reviews will be completed within the recommended target established by the City. Written reviews will be provided identifying any deficiencies along with helpful suggestions on how to resolve any outstanding code issues. Progress will be tracked using the City's current software systems.

REVIEW	1 ST CYCLE	2 ND CYCLE	3 RD CYCLE
New Commercial Construction	10 Days	5 Days	Same Day
Major Commercial Alterations	10 Days	5 Days	Same Day
New Multifamily Construction	10 Days	5 Days	Same Day
All Other Reviews (2 hours or less)	Same Day	Same Day	Same Day

MISCELLANEOUS QUALIFICATIONS

TEAM APPROACH.

McKenna professionals are an extension of the City of Ypsilanti. This partnership requires constant interaction and communication between all levels of the team and constant reporting to the city administration. Our objective is to make the department run smoothly and efficiently with no surprises. Clearly established procedures, forms, and protocol will be utilized to ensure that the City of Ypsilanti's Building Department functions as a single cohesive unit.

UNIQUE CHALLENGES TO THE CITY

Our team of experienced professionals are prepared to tackle the most sensitive additions to aging structures to the most complex mixed-use campus. This requires working closely with all the departments within the City from Economic Development, Planning, and others. McKenna's professionals are equally comfortable working in the field or working around the conference table to find workable solutions for people who are investing in the future of the City of Ypsilanti.

AN AGENT OF THE CITY.

McKenna Team of professionals will function as an agent and arm of the City of Ypsilanti. As an agent of the City, we will project the core values of the City in creating a business friendly and citizen-oriented environment to continue the City's progress in improving the quality of life and property values for the residents. Our professionals are well equipped to oversee and facilitate plan review services, inspections, enforcement of appropriate building codes, respond to citizen complaints and communicate effectively to maintain the delicate balance between non-residential development and the quality residential neighborhoods of the city.

COOPERATIVE WORK ENVIRONMENT.

Since 1978, McKenna has provided staff resources to communities in Michigan and Ohio. Our staff of professionals are used to immersing themselves in the culture of the community. That requires the ability to communicate the goals of the city to developers, contractors, and citizens to ensure that the result is consistent high caliber of project that meets or exceeds the expectations of the City.

COMPLAINT RESOLUTION.

Complaints require successful communication between the parties including a fair, ethical, and substantiated response. The complainant will be contacted by the Project Manager. Secrecy will be assured and provided. The owner will be requested to detail the issues in writing. If satisfaction cannot be reached, and depending on the seriousness of the complaint, the city liaison will be contacted, and an investigation may be started. All facts will be documented. Because McKenna provides a team of inspectors, complaints may be forwarded to another inspector for resolution.

Project Approach

The transition period will begin as soon as we receive approval from the City. We will immediately schedule a kick-off meeting with City management and begin assessing the building department's current capabilities. We will layout a specific plan based on the City's current and future resources, and the list of active permits to make sure no plan review or inspection falls through the cracks.

Our approach is to provide a consistently high-quality experience for each of the building department's customers. People that come to the building department are investing money in the City of Ypsilanti. Whether it's a fence permit or a complex mixed-use project they deserve to be treated with courtesy and respect. Our personnel are trained in customer service and will provide the city with a department of community ambassadors that promote the city and present a positive and memorable experience for all customers.

PROJECT DIRECTOR

Our Project Manager will function as an extension of the City's administrative team, they will also be the primary contact for the Building Department and its designative representative.

“The City of Ypsilanti is open for business!”

ACCOUNTABILITY

Communication is the most effective element in running a successful department. McKenna's Project Manager will provide regular reports on each of the service areas of the department. These reports will be based on clearly defined targets and will provide timely achievement results, as well as suggestions for areas of constant service delivery improvements.

EFFECTIVENESS

The effectiveness of our overall Quality Management Program demands that all personnel are aware of the professional, technical, and ethical requirements of each project.

CLIENT SATISFACTION

Client satisfaction is measured as a quality control measure. The level of performance is graded, and McKenna makes adjustments as necessary.

TRANSITION

Over the past 46 years, McKenna has been asked to step in and help communities manage change. The city has been through these transitions before and has emerged strong almost every time. We will assist in managing the transition of the building department in a manner that is specifically geared to the city.

Our team of professionals are successful in managing change. They have worked to help communities re-establish building departments after having lost them to the State. They have successfully evaluated and instituted new policies and practices that have elevated building departments to new levels.

References

City of Birmingham

Mr. Bruce Johnson
Building Official
151 Martin Street
P.O. Box 3001
Birmingham, MI 48012
(248) 530-1842

City of Farmington Hills

Mr. Scott Lenhart
Building Official
31555 W. Eleven Mile Road
Farmington Hills, Michigan 48336
(248) 871-2450

City of Berkley

Mr. Matthew Baumgarten
City Manager
3338 Coolidge Hwy
Berkley, MI 48072
(248) 658-3350

Charter Township of Van Buren

Hon. Kevin McNamara
Supervisor
46425 Tyler Road
Belleville, Michigan 48111
(734) 699-8910

City of Grosse Pointe Woods

Mr. Frank Schulte
City Administrator
20025 Mack Plaza
Grosse Pointe Woods, MI 48236
(313) 343-2440

City of River Rouge

Ms. Elizabeth Cacevic
City Attorney
10600 West Jefferson Avenue
River Rouge, MI 48218
(313) 842-1292

City of Hamtramck

Mr. Max Garbarino
City Manager
3401 Evaline
Hamtramck, MI 48212
(313) 800-5233

City of Lincoln Park

Mr. John Meyers
Building Official
1355 Southfield Road
Lincoln Park, MI 48146
(313) 386-1800 Ext. 1224

City of Gibraltar

Hon. Garrett Shumate
Mayor
29450 Munro Avenue
Gibraltar, MI 48173
(734) 676-7287

City of Eastpointe

Ms. Mariah Walton
City Manager
23200 Gratiot Avenue
Eastpointe, MI 48021
(586) 445-3661

City of Fraser

Ms. Elaine Leven
City Manager
33000 Garfield Road
Fraser, MI 48026
(586) 293-3100

City of Troy

Brent Savidant
Community Development Director
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3300

Payment for Services

BUILDING INSPECTION FEE AS A PERCENTAGE OF PERMIT FEE

McKenna will provide inspection coverage for all building permits issued by the City of Ypsilanti. The city will retain 25-percent of all building permit fees, without responsibility to perform any of the requisite inspections. For these services, McKenna will invoice the city 75-percent of the department's building permit fees collected each month.

FILL-IN INSPECTIONS – HOURLY

Should the city require trade inspection services, such services will be billed at an hourly rate of \$102.00. Each trade inspector will have a minimum of 4 hours per day of service requested.

PLAN REVIEW – CONSTRUCTION COST

McKenna plan reviewers have deep experience reviewing everything from \$3.5 billion-dollar industrial facilities to residential decks and additions. We can review all plans at the request of the City of Ypsilanti. Plan reviews will be charged as follows:

Building valuation \$0-\$1M - .003 of building valuation
Plus .00078 of building valuation in excess of \$1M when applicable

We are looking forward to serving you!

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF YPSILANTI, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Ypsilanti, Michigan ("Municipality") and SAFEbuilt Michigan, LLC, a wholly owned subsidiary of SAFEbuilt, LLC ("Consultant"). Municipality and Consultant shall be jointly referred to as "Parties".

RECITALS

WHEREAS, Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will perform Services in accordance with construction codes, amendments and ordinances adopted by the elected body of Municipality, state laws and regulations that are applicable to the Services provided under this Agreement. The qualified professionals employed by Consultant will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Consultant shall provide the Services using hardware and Consultant's standard software package. In the event that Municipality requires that Consultant utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Consultant shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with the requirements of Exhibit C.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services between Municipality and Consultant shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

3. FEE STRUCTURE

In consideration of Consultant providing services, Municipality shall pay Consultant for Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice Municipality, on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. Payments owed to Consultant but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Consultant shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Consultants invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which this Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months. Agreement shall automatically renew for subsequent twelve (12) month terms until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either Party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Consultant if approved by Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services (Materials). Municipality has the right to grant and hereby grants Consultant a fully paid up, non-exclusive, non-transferable license to use the Materials in accordance with the terms of this Agreement.

9. PERFORMANCE STANDARDS

Consultant shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to Municipality that Consultant retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Consultant is an independent contractor, and, except as provided otherwise in this section, neither Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Consultant.

Consultant and Municipality agree that Consultant will provide similar service to other clients while under contract with Municipality and Municipality acknowledges that Consultant employees may provide similar services to multiple clients. Consultant shall at its sole discretion assign and reassign qualified employees, as determined by Consultant, to perform services for Municipality. Municipality may request that a specific employee be assigned to or reassigned from work under this Agreement and Consultant shall consider that

request when determining staffing. Consultant shall determine all conditions of employment for its employees, including hours, wages, working conditions, promotion, discipline, hiring and discharge. Consultant exclusively controls the manner, means and methods by which services are provided to Municipality, including attendance at meetings, and Consultant's employees are not subject to the direction and control of Municipality. Except where required by Municipality to use Municipality information technology equipment or when requested to perform the services from office space provided by the Municipality, Consultant employees shall perform the services using Consultant information technology equipment and from such locations as Consultant shall specify. No Consultant employee shall be assigned a Municipal email address as their exclusive email address and any business cards or other IDs shall state that the person is an employee of Consultant or providing Services pursuant to a contractual agreement between Municipality and Consultant.

It is the intention of the Parties that, to the greatest extent permitted by applicable law, Consultant shall be entitled to protection under the doctrines of governmental immunity and governmental contractor immunity, including limitations of liability, to the same extent as Municipality would be in the event that the services provided by Consultant were being provided by Municipality. Nothing in this Agreement shall be deemed a waiver of such protections.

11. ASSIGNMENT AND SUBCONTRACT

Neither party shall assign all or part of its rights or obligations under this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Notwithstanding the preceding, Consultant may assign this Agreement in connection with the sale of all or substantially all of its assets or ownership interest, effective upon notice to Municipality, and may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Consultant may subcontract any or all of the services to its Affiliates without notice to Municipality. Consultant may subcontract any or all of the services to other third parties provided that Consultant gives Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Consultant or any officer, employee, representative, or agent of Consultant. Consultant shall have no obligations under this Section to the extent that any Claim arises as a result of Consultants compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of governmental immunity, Municipality shall defend, indemnify, and hold harmless Consultant, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or (b) Consultant's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

13. LIMITS OF LIABILITY

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. EXCEPT TO THE EXTENT ARISING FROM MUNICIPALITY'S PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMAINING REMEDY. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS FOR SERVICES, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENTIONAL CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED \$2,000,000.

14. INSURANCE

- A. Consultant shall procure and maintain and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below throughout the term of this Agreement. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- B. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee. Worker's compensation coverage in "monopolistic" states is administered by the individual state and coverage is not provided by private insurers. Individual states operate a state administered fund of workers compensation insurance which set coverage limits and rates. Monopolistic states: Ohio, North Dakota, Washington, Wyoming.
- C. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision and shall be endorsed to include Municipality and Municipality's officers, employees, and consultants as additional insureds.
- D. Professional liability insurance with minimum limits of one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) general aggregate.
- E. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- F. Municipality shall be named as an additional insured on Consultant's insurance coverage.
- G. Prior to commencement of Services, Consultant shall submit certificates of insurance acceptable to Municipality.

15. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

16. OWNERSHIP OF DOCUMENTS

Except as expressly provided in this Agreement, Municipality shall retain ownership of all Materials and of all work product and deliverables created by Consultant pursuant to this Agreement. The Materials, work product and deliverables shall be used by Consultant solely as provided in this Agreement and for no other purposes without the express prior written consent of Municipality. As between Municipality and Consultant, all work product and deliverables shall become the exclusive property of Municipality when Consultant has been compensated for the same as set forth herein, and Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. Notwithstanding the preceding, Consultant may use the Materials, work product, deliverables, applications, records, documents and other materials provided to perform the Services or resulting from the Services, for purposes of (i) benchmarking of Municipality's and other client's performance relative to that of other groups of customers served by Consultant; (ii) improvement, development marketing and sales of existing and future Consultant services, tools and products; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties, other than hosting providers, development consultants and other third parties providing services for Consultant, only on an anonymized basis and only as part of a larger body of anonymized data. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to Municipality will be exported into a CSV file and become property of Municipality. Notwithstanding the preceding, Consultant shall own all rights and title to any Consultant provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Consultant that are related to this Agreement for the purposes of audit or examination, other than Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

17. CONSULTANT ACCESS TO RECORDS

Parties acknowledge that Consultant requires access to Records in order for Consultant to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Consultant on a daily basis such data from the Records as Consultant may reasonably request (in an agreed electronic format) or grant Consultant access to its Records and Record management systems so that Consultant may download such data. Data provided to or downloaded by Consultant pursuant to this Section shall be used by Consultant solely in accordance with the terms of this Agreement.

18. CONFIDENTIALITY

Consultant shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

19. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Consultant shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable.

20. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer,

recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

21. E-VERIFY/VERIFICATION OF EMPLOYMENT STATUS

Pursuant to FS 448.095, Consultant certifies that it is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Consultant during the term of the Agreement. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. If Consultant enters into a contract with a subcontractor to perform work or provide services pursuant to the Agreement, Consultant shall likewise require the subcontractor to comply with the requirements of FS 448.095, and the subcontractor shall provide to Consultant an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. Consultant will maintain a copy of such affidavit for the duration of its contract with owner. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

22. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Consultant a placement fee equal to 100 % of the employee's annual salary including bonus and training certification.

23. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:

Andrew Hellenga, Building Official
City of Ypsilanti, Michigan
One S. Huron Street
Ypsilanti, MI 48197
Email: ahellenga@cityofypsilanti.com

If to Consultant:

Joe DeRosa, CRO
SAFEbuilt, LLC
444 North Cleveland, Suite 444
Loveland, CO 80537
Email: jderosa@safebuilt.com

24. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

25. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure. The cost thereof shall be borne equally by each Party.

26. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

27. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

28. CONFLICT OF INTEREST

Consultant shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Consultant with regard to providing the Services pursuant to this Agreement. Consultant shall not offer or provide anything of benefit to any Municipal official or employee that would place the official or employee in a position of violating the public trust as provided under Municipality's charter and code of ordinances, state or federal statute, case law or ethical principles.

29. GOVERNING LAW AND VENUE

The negotiation and interpretation of this Agreement shall be construed under and governed by the laws of the State of Michigan, without regards to its choice of laws provisions. Exclusive venue for any action under this Agreement, other than an action solely for equitable relief, shall be in the state and federal courts serving Municipality and each party waives any and all jurisdictional and other objections to such exclusive venue.

30. COUNTERPARTS

This Agreement and any amendments or task orders may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

31. ELECTRONIC REPRESENTATIONS AND RECORDS

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

32. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

33. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous agreements, communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

SAFEbuilt Michigan, LLC

City of Ypsilanti, Michigan

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

(Balance of page left intentionally blank)

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Building Official Services

- Be a resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes in order to obtain compliance
- Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- Provide Building Code interpretations for final approval
- Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- Attend staff and council meetings as requested
- Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- Issue stop-work notices for non-conforming activities related to provided services – as needed

Building Inspection Services

- Consultant utilizes an educational, informative approach to improve the customer's experience
- Perform code compliance inspections to determine that construction complies with approved plans
- Meet or exceed agreed upon performance metrics regarding inspections
- Provide onsite inspection consultations to citizens and contractors while performing inspections
- Return calls and emails from permit holders in reference to code and inspection concerns
- Identify and document any areas of non-compliance
- Leave a copy or provide an electronic version of the inspection results and discuss inspection results with site personnel

Remote Plan Review Services

- Provide plan review services electronically or in the traditional paper format
- Review plans for compliance with adopted building codes, local building amendments or building ordinances
- Be a resource to applicants on submittal requirements and be available throughout the process
- Provide feedback to keep plan review process on schedule
- Communicate plan review findings and recommendations in writing
- Return a set of finalized plans and all supporting documentation
- Provide review of plan revisions and remain available to applicant after the review is complete

2. MUNICIPAL OBLIGATIONS

- Municipality will issue permits and collect all fees
- Municipality will provide Consultant with a list of requested inspections and supporting documents
- Municipality will intake plans and related documents for pick up by Consultant or submit electronically
- Municipality will intake plans and related documents and submit to Consultant electronically (TX)
- Municipality will provide a monthly activity report that will be used for monthly invoicing
- Municipality will provide zoning administration for projects assigned to Consultant
- Municipality will provide codes books for front counter use
- Municipality will provide office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax
- Municipality to adopt commercial plan review fee schedule and obtain delegated status

3. TIME OF PERFORMANCE

- Consultant will perform Services during normal business hours excluding Municipal holidays
- Services will be performed on an as-requested basis

- Building Official or designated representative will be available at the Municipal offices mutually agreed upon
- Inspectors will be dispatched on an as-requested basis
- Inspectors will be dispatched daily or as-requested
- Consultant representative(s) will be on-site weekly based on activity levels
- Consultant representative(s) will be available by phone and email
- Consultant representative(s) will meet with the public by appointment
- Additional Inspectors will be dispatched on an as-needed basis

Deliverables			
INSPECTION SERVICES	Perform inspections received from the Municipality prior to 4:00 pm next business day		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	5 business days	5 business days or less
	– Multi-family within	7 business days	7 business days or less
	– Small commercial within (under \$2M in valuation)	7 business days	7 business days or less
	– Large commercial within (over \$2M up to \$10M in valuation)	10 business days	10 business days or less
	– Over \$10M in valuation	Based on project complexity	Based on project complexity

REMOTE PLAN REVIEW DELIVERABLES			
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants by appointment via telephone		
TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	– Single-family within	7 business days	5 business days or less
	– Multi-family within	10 business days	7 business days or less
	– Small commercial within (under \$2M in valuation)	10 business days	7 business days or less
	– Large commercial within	15 business days	10 business days or less

EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- Upon completion of the initial term and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	STANDARD HOURLY RATE*
Building Official Services	\$110.00 per hour – four (4) hour minimum
Building Inspection Services	\$95.00 per hour – four (4) hour minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	
*Services requested beyond normal business hours, Monday through Friday, will be invoiced at one-and-a-half times (1.5x) the standard rate with a two (2) hour minimum.	
Services requested on Saturdays, will be invoiced at one-and-a-half (1.5) times the standard rate with a four (4) hour minimum.	
Services requested on Sunday or US Federal holidays will be invoiced at two (2) times the standard rate with a four (4) hour minimum.	

Remote Plan Review Fee Schedule:	
Plan Review	\$95.00 per hour – one (1) hour minimum
Consultant costs for shipping/handling of paper plans will be assessed at invoice	

EXHIBIT C – MUNICIPAL SPECIFIED OR SAFE BUILT PROVIDED SOFTWARE

1. Consultant shall provide Services pursuant to this Agreement using hardware and Consultant's standard software package, unless otherwise provided below. Use of Consultant's software shall be subject to the applicable terms of service, privacy and other policies published by Consultant with respect to that software, as those policies may be amended from time to time. In the event that Municipality requires that Consultant utilize hardware and/or software specified by and provided by Municipality, Consultant shall use reasonable commercial efforts to comply with Municipal requirements.
2. Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Consultant may reasonably request to permit Consultant to comply with Municipal requirements. Municipality will provide the following information to Consultant.
 - ✓ Municipal technology point of contact information including name, title, email and phone number
 - ✓ List of technology services, devices and software that the Municipality will provide may include:
 - Client network access
 - Internet access
 - Proprietary or commercial software and access
 - Computer workstations/laptops
 - Mobile devices
 - Printers/printing services
 - Data access
 - List of reports and outputs

(Balance of page left intentionally blank)



Resolution No. 2024-076
April 19, 2024

RESOLVED BY THE COUNCIL OF THE CITY OF YPSILANTI:

That the City Council Meeting be adjourned, on call, by the Mayor or three (3) members of Council.

OFFERED BY: _____

SUPPORTED BY: _____

YES: NO: ABSENT: VOTE: