

DELHI CHARTER TOWNSHIP DOWNTOWN DEVELOPMENT AUTHORITY MEETING

Meeting Location – Holt Community Center

4410 Holt Road, Holt, MI

Tuesday, August 28, 2018

7:00 p.m.

AGENDA

Call to Order

Pledge of Allegiance

Roll Call

Comments from the Public

ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME. PERSONS ADDRESSING THE BOARD MUST STATE THEIR NAME AND ADDRESS FOR THE RECORD AND WILL BE GIVEN FOUR (4) MINUTES.

Set/Adjust Agenda

Approval of Minutes: **Regular Meeting of April 24, 2018**
 Brownfield Meeting of April 24, 2018

Introduction – Lt. Eric Jungel and Dep. Andy Duling, Ingham County Sheriff's Office – Delhi Division

Update – Realize Cedar Construction – Todd Sneathen, Hubbell, Roth & Clark, Inc.

Business

1. Esker Square Sanitary Sewer Construction
2. 4410 Holt Road Basement Waterproofing

Late Agenda Item

3.

Reports

4. Executive Director
5. Farmers Market
6. Marketing Committee
7. Volunteer Bureau
8. Planning Commission
9. Supervisor
10. Treasurer
11. Members

Limited Comments

MEMBERS OF THE PUBLIC MAY TAKE THE OPPORTUNITY TO ADDRESS THE BOARD REGARDING ANY ITEM ON THE AGENDA AT THE TIME SUCH ITEM IS OPEN FOR DISCUSSION BY THE BOARD. ANYONE WISHING TO COMMENT ON ANY MATTER NOT ON THE AGENDA MAY DO SO AT THIS TIME.

Adjournment

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 24, 2018**

The Downtown Development Authority met Tuesday, April 24, 2018 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:00 p.m. The Pledge of Allegiance was recited.

MEMBERS PRESENT: Harry Ammon, Kim Cosgrove, Tim Fauser, Brian Houser, David Leighton, Steven L. Marvin, Nanette Miller

MEMBERS ABSENT: John Hayhoe, Tonia Olson

OTHERS PRESENT: C. Howard Haas, DDA Executive Director, Lori Underhill, DDA Deputy Director

PUBLIC COMMENT: None.

SET/ADJUST AGENDA

There were no changes to the agenda.

APPROVAL OF MINUTES

Marvin moved, Miller supported, to approve the regular meeting minutes of March 27, 2018.

A Voice Poll Vote was recorded as follows: All Ayes

Absent: Hayhoe, Olson

MOTION CARRIED

BUSINESS

REALIZE CEDAR INTER-AGENCY AGREEMENT

Miller moved, Fauser supported, to approve the Inter-Agency Agreement for Realize Cedar Project, Holt to Aurelius Roads, between Delhi Charter Township, the Delhi Downtown Development Authority and the Ingham County Road Department.

Executive Director Haas reviewed his memorandum dated April 18, 2018. This Agreement details the roles and responsibilities of each party for the Realize Cedar Project. A second Agreement will be necessary for the additional paving work on Cedar Street from Aurelius Road to Willoughby Road.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 24, 2018**

BID RESULTS AND RECOMMENDATION: REALIZE CEDAR CONSTRUCTION

Ammon moved, Fauser supported, to award the bid for the Realize Cedar project to Leavitt & Starck Excavating, Inc. in the amount of \$5,831,715.42, subject to the Contractor supplying the requisite insurance certificates, bonds, and other contract documents. It is further authorized that HRC notify the contractor on behalf of the DDA.

Todd Sneathen, Hubbell, Roth & Clark, Inc. reviewed the bid tabulations from the three bidders and their recommendation for the bid award. Several questions were asked and answered as to the construction and contractor payment processes.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

**HRC PROPOSAL FOR PROFESSIONAL ENGINEERING SERVICES – CEDAR STREET:
AURELIUS TO WILLOUGHBY**

Cosgrove moved, Ammon supported, to approve the Proposal for Professional Engineering Services for Cedar Street – Aurelius Road to Willoughby Road from Hubbell, Roth & Clark, Inc. in the amount of \$61,000.00.

Mr. Sneathen, HRC, discussed the additional paving work that would be completed as part of the Realize Cedar project, at the request of the Ingham County Road Department (ICRD). This work requires some additional design and construction oversight for the short construction time of the project between Aurelius Road and Willoughby Road. This amount will be covered by the ICRD, however, since the DDA is managing the larger Realize Cedar project, all contracts between the DDA and HRC will also be managed by the DDA.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

RESOLUTION NO. 2018-002: SALE OF 2313 CEDAR STREET

Fauser moved, Leighton supported, to adopt Resolution No. 2018-002, a resolution for the sale of approximately 1.3 acres of real property located at 2313 Cedar Street within the Township of Delhi, Ingham County, Michigan to MSU Federal Credit Union.

Mr. Haas reviewed the history of this property and his discussions with the realtor representing MSU Federal Credit Union. MSUFCU has an excellent reputation for constructing pleasant looking buildings and maintaining their properties beautifully.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 24, 2018**

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

REIMBURSE COSTS OF IMPROVEMENT – ESKER SQUARE

Cosgrove moved, Miller supported, to approve the Delhi Charter Township Downtown Development Authority and Delhi Charter Township Brownfield Redevelopment Authority Agreement to Improve land and Reimburse Costs of Improvement for the 2000 Cedar Block (Escher Square).

Environmental Attorney Charles Barbieri, Foster, Swift, Collins & Smith, P.C. reviewed the terms of the Agreement. Instead of taxes being captured by the DDA for the 2000 Cedar Block, they would instead be captured by the Brownfield Redevelopment Authority. After all the parties are reimbursed for their environmental work and following the 5 year period when the taxes will be deposited into the Local Brownfield Revolving Fund, the DDA will capture the taxes once again.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

2017 HOLT FARMERS MARKET ANNUAL REPORT

Chuck Grinnell, Holt Farmers Market Manager, was present to review his annual report. The Market just celebrated its 10-year anniversary. A celebration was held at the Market. The Market has experienced steady growth since its inception. It is currently at full capacity on Saturdays and is growing for the mini-markets on Fridays. We are awaiting word from the Capital Region Community Foundation on the status of our Impact Grant application. If awarded, a commercial kitchen would be built on site. The Market will host 5 Food Frenzys this summer, one per month, from May to September.

REPORTS

Executive Director

Mr. Haas reported that there is interest in each of the properties the DDA currently owns. He attended the Holt Business Alliance breakfast in April to provide an update on DDA activities. An article was published in the *Lansing State Journal* about the Realize Cedar project. An offer to purchase Holt Products should be coming soon.

Farmers Market

Market Manager Chuck Grinnell gave the update as part of his annual report.

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY BOARD
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Advertising & Marketing Committee

David Leighton reported that the Committee discussed the Realize Cedar communications, social media engagement, and road signage for the project.

Planning Commission

Mr. Haas reported that the Esker Square final site plan was approved.

Supervisor

There was no report.

Treasurer

The 2017 audit is nearing completion.

Members

None.

Limited Comments

Mike Hamilton, 4541 Sycamore, commented that Consumers Energy project was producing anger in the community.

ADJOURNMENT

The meeting was adjourned at 7:53 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 24, 2018**

The Brownfield Redevelopment Authority met Tuesday, April 24, 2018 in a regular meeting at the Community Services Center, 2074 Aurelius Road, Holt, Michigan. Chairperson Leighton called the meeting to order at 7:53 p.m.

MEMBERS PRESENT: Harry Ammon, Kim Cosgrove, Tim Fauser, Brian Houser, David Leighton, Steven L. Marvin, Nanette Miller

MEMBERS ABSENT: John Hayhoe, Tonia Olson

OTHERS PRESENT: C. Howard Haas, DDA Executive Director; Lori Underhill, DDA Deputy Director

PUBLIC COMMENT: None

SET/ADJUST AGENDA

Two late agenda items were added.

1. Esker Square MDEQ Grant Contract
2. Agreement in Support of Brownfield Grant Contract – Esker Square

BUSINESS

REIMBURSE COSTS OF IMPROVEMENT FOR ESKER SQUARE

Ammon moved, Leighton supported, to approve the Delhi Charter Township Downtown Development Authority and Delhi Charter Township Brownfield Redevelopment Authority Agreement to Improve Land and Reimburse Costs of Improvement for the 2000 Cedar Block (Esker Square).

Environmental Attorney Chuck Barbieri, Foster, Swift, Collins & Smith, P.C., reviewed the Agreement that was approved earlier in the evening by the DDA Board.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

BROWNFIELD REIMBURSEMENT AGREEMENT – ESKER SQUARE

Fauser moved, Marvin supported, to approve the Brownfield Reimbursement Agreement for Amended Brownfield Plan #4 (Esker Square) between 2000 Cedar, LLC and the Delhi Township Brownfield Redevelopment Authority.

Mr. Barbieri reviewed the Agreement and highlighted its terms.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

SUBJECT TO APPROVAL

**DELHI CHARTER TOWNSHIP
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD
MINUTES OF REGULAR MEETING HELD ON APRIL 24, 2018**

ESKER SQUARE MDEQ GRANT CONTRACT

Cosgrove moved, Marvin supported, to approve the Brownfield Grant contract between the Michigan Department of Environmental Quality and the Delhi Charter Township Brownfield Redevelopment Authority.

Mr. Haas explained that the BRA was encouraged to apply for the MDEQ Grant to help defray the cost of the vapor mitigation system for Esker Square. The BRA was notified that we would be receiving the \$249,000 grant. The contract will be signed when we have received the official notification from the MDEQ. Mr. Barbieri noted that this would remove \$249,000 of eligible activities from the Amended Brownfield Plan #4 and likely shave off a few years of the duration of the Plan.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

AGREEMENT IN SUPPORT OF BROWNFIELD GRANT CONTRACT – ESKER SQUARE

Miller moved, Ammon supported, to approve the Agreement in Support of Brownfield Grant Contract between 2000 Cedar, LLC, Triterra, LLC, and the Delhi Charter Township Brownfield Redevelopment Authority.

Mr. Barbieri explained that Triterra will administer the grant on behalf of the BRA. The Agreement provides the BRA with indemnification projection. Once the BRA is officially notified of the MDEQ grant award, this Agreement between the three parties will be signed.

A Roll Call Vote was recorded as:

Ayes: Ammon, Cosgrove, Fauser, Houser, Leighton, Marvin, Miller

Absent: Hayhoe, Olson

MOTION CARRIED

Limited Comments

None.

ADJOURNMENT

The meeting was adjourned at 8:06 p.m.

Nanette Miller, Secretary

/lau

SUBJECT TO APPROVAL



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**
2045 NORTH CEDAR STREET, SUITE 2
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

Date: August 22, 2018

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: Esker Square Sanitary Sewer

At our February 20, 2018 Board meeting, we approved an amendment to the Transfer/Development Agreement between the DDA and 2000 Cedar, LLC. The purpose of this amendment was to address the replacement of an aging sewer that currently serves the 2000 block of Cedar Street, the future location of the Esker Square development. Pursuant to that amendment, the developer has selected a contractor to do the work. Leavitt & Starck's proposal is attached for your information. Subsequently, Hubbell, Roth & Clark, Inc. has submitted its proposal for construction engineering services, also attached.

As indicated in the amendment, the funds for construction and oversight will initially come from the DDA. The Delhi Township Sanitary Sewer Fund will ultimately reimburse the DDA the entire cost of the sanitary sewer construction (including oversight) as indicated by Township Manager Elsinga's attached memo. Upon completion of the sewer, it will be turned over to Delhi Township for ownership and operation.

I move to approve the expenditures for the construction of the Esker Square sanitary sewer as written by Leavitt & Starck Excavating, Inc. in the amount of \$198,700.00 and construction engineering costs as written by Hubbell, Roth & Clark, Inc. in the amount of \$22,850.00. Upon completion of the project, it is understood that the DDA will be reimbursed in full by the Delhi Township Sanitary Sewer Fund.

Leavitt & Starck Excavating, Inc.

16220 National Parkway
Lansing, MI 48906
Phone (517) 323-7630 Fax (517) 338-0767

The Gillespie Company, LLC
329 S. Washington Square
Lansing, MI 48933

Attn: James Styka

Subject: Esker Square Sanitary Sewer

Dear James,

We respectfully submit the following bid for your review on the above-mentioned project plans dated March 13, 2018. Our bid includes the following:

General Conditions

- 1) Mobilization

Sanitary Sewer

- 2) 10" SDR26 sanitary sewer main installation including backfill with Class II sand
- 3) 4' diameter manhole installation
- 4) Connect to existing sanitary manholes
- 5) 6" SDR26 sanitary sewer leads from new main to edge of easement
- 6) Sanitary sewer cleaning, televising, and testing per Delhi Township Standards

Our scope has the following exclusions:

- 1) Fees and bonds
- 2) Soil and compaction testing
- 3) Dewatering in excess of one 2" pump
- 4) Pavement repair on Bond Street

Total Base Bid for Sanitary Sewer Main: \$198,700.00

Any unstable soils encountered onsite will be treated as an extra to the above base bid. Thank you for your consideration.

Sincerely,
Tom Starck
Leavitt & Starck Excavating, Inc.
Mobile: 517-202-5068

PRINCIPALS

Daniel W. Mitchell
Nancy M.D. Faught
Keith D. McCormack
Jesse B. VanDeCreek
Roland N. Alix
Michael C. MacDonald
James F. Burton
Charles E. Hart
Todd J. Sneathen

CONTROLLER

Donna M. Martin

SENIOR ASSOCIATES

Gary J. Tressel
Randal L. Ford
William R. Davis
Dennis J. Benoit
Robert F. DeFrain
Thomas D. LaCrosse
Albert P. Mickalich
Timothy H. Sullivan
Thomas G. Maxwell

ASSOCIATES

Marshall J. Grazioli
Colleen L. Hill-Stramsak
Bradley W. Shepler
Karyn M. Stickel
Jane M. Graham
Aaron A. Uranga
Salvatore Conigliaro
Melissa A. Coatta
Michael P. Darga
Brian K. Davies
James E. Scholl
Matthew G. Slicker
James J. Surhigh
Trevor S. Wagenmaker

HUBBELL, ROTH & CLARK, INC.

STREET: 2101 Aurelius Road, Suite 2A
Holt, MI 48842

PHONE: 517-694-7760

WEBSITE: hrcengr.com

OTHER OFFICE LOCATIONS

Bloomfield Hills
Detroit
Grand Rapids
Howell
Jackson
Kalamazoo
Lansing

August 22, 2018

Delhi Charter Township Downtown Development Authority
2045 Cedar St.
Holt, Michigan 48842

Attn: Mr. Howard Haas, Executive Director

Re: Proposal for Professional Engineering Services
Esquer Square Redevelopment – Construction Engineering

HRC Job No. 20170653

Dear Mr Haas:

We appreciate the opportunity to provide this proposal for construction engineering services to assist the DDA and the Township for the installation of a new sanitary sewer as part of the Esquer Square Redevelopment project. The goal of this task is to help the DDA ensure that the new sanitary sewer that is constructed as part of this project will be installed to meet the Townships current specifications and requirements.

HRC understands that our role is to provide construction engineering and inspection to assist during the construction and testing of the proposed sanitary sewer. The proposed sewer will be installed by the developer's contractor. HRC has represented the DDA while working with the developer and his engineer to review the proposed design to ensure the utility meets the requirements of the DDA and the Township. The new sanitary sewer will be increased in size to a 10" sewer and will replace the existing section of 8" sewer. This project will replace an aging sewer in need of repair work and provide additional capacity for future re-development.

We have reviewed the proposed construction cost of the project as supplied by the contractor of \$198,700, and we estimate our staff requirements at 11.5% of construction costs or a not-to-exceed cost of **\$22,850**.

We sincerely appreciate our long-standing relationship and your consideration of this proposal. If you have any questions or require any additional information, please contact the undersigned. at (517) 294-6193.

Very truly yours,
HUBBELL, ROTH & CLARK, INC.



Todd Sneathen, P.E.
Vice President

tjs

Accepted By Downtown Development Authority:

Date

Attachment
Enclosure

pc:

Delhi; Ms. Tracy Miller
HRC; File

FIRST AMENDMENT TO TRANSFER/DEVELOPMENT AGREEMENT

This First Amendment to Transfer/Development Agreement (hereinafter referred to as the "First Amendment") is made this 21 day of February, 2018, by and between Delhi Township Downtown Development Authority, a Michigan downtown development authority organized and operating under the Downtown Development Authority Act, MCL 125.1651, *et seq.*, as amended, whose address is 2045 Cedar Street, Holt, Michigan 48842 (the "DDA") and 2000 Cedar, LLC, a Michigan limited liability company, whose address is 329 South Washington Square, Suite 1, Lansing, Michigan 48933 (the "Developer"). With their respective signatures, the parties to this First Amendment voluntarily bind themselves to the covenants contained herein, which covenants establish the mutual consideration for this First Amendment.

WHEREAS, the DDA and the Developer entered into a Transfer/Development Agreement (hereinafter referred to as the "Agreement") dated August 30, 2017; and

WHEREAS, the DDA and the Developer desire to amend the Agreement upon the terms and conditions contained in this First Amendment; and

WHEREAS, the consideration contained in the Agreement forms the basis for this First Amendment; and

WHEREAS, except as amended by this First Amendment, the remaining terms and conditions of the Agreement shall remain in full force and effect:

1. Purpose. The purpose of this First Amendment is to provide design and construction services to replace the existing ten (10) inch sanitary sewer located on the Northeast side of Cedar Street, within the easement along the rear lots of the Developer's Esker Square Project (the "Sanitary Sewer Replacement" or "SSR"). The parties agree that the scope of work for the SSR will be limited to the connection to the new sanitary sewer manhole on Veterans Drive and heading Northwest approximately six hundred (600) feet to the new sanitary sewer structure on Bond Avenue. The new sanitary sewer main will replace the existing sanitary sewer main in that location.

2. Services. The services to be provided by the Developer will include the design and construction of all related sanitary sewer piping, fittings, required connections to the new and existing sanitary sewer, new manhole structures, and any lead material necessary to provide sanitary sewer service to the lots adjacent to the new sanitary sewer main. The SSR shall be designed and constructed in full compliance with all Delhi Charter Township standards and requirements.

3. Costs. The Developer shall pay the initial cost of the SSR and not permit liens of any kind to be placed upon the SSR. The Developer will provide the "as bid" costs of the SSR to the DDA's engineer, Hubbell, Roth & Clark, Inc. ("HRC"). Upon receipt of the proposed costs of the SSR, HRC will review these costs with the DDA. Upon recommendation and approval of these costs, the DDA will provide notice, in writing, to the Developer to proceed with construction.

4. Reimbursement. The DDA agrees to reimburse the Developer for the cost of the SSR, plus an additional fee of fifteen percent (15%) to reimburse the costs of engineering design and general conditions associated with the SSR. The parties agree that the costs of any leads shall be prorated so that the DDA pays the costs of the leads located within the easement area and the Developer pays for the costs of the leads located on the Developer's property.

5. Reimbursement Payment. Upon commencement of construction of the SSR, the Developer may submit reimbursement requests, on a monthly basis, for work that has been completed. All invoices must be submitted timely and in accordance with the DDA's schedule. Upon review and verification that the work has been completed and receipt of sworn statements and waivers of lien, the DDA shall reimburse the Developer for the work performed, including the additional fifteen percent (15%) fee described above.

6. Completion and Final Inspections. Upon completion of the SSR and all required inspections and testing, the DDA shall make final payment to the Developer for the work. At the time of final payment, the Developer shall provide a deed of grant and any other documents necessary to transfer ownership of the sanitary sewer line and other personal property related to the SSR to Delhi Charter Township. The sanitary sewer will then be placed into operation and be owned and operated by Delhi Charter Township.

7. Miscellaneous.

(a) Except as specifically modified by this First Amendment, the Agreement shall continue in full force and effect and is hereby ratified and confirmed by this First Amendment.

(b) This First Amendment shall be construed, interpreted, and enforced under the laws of the State of Michigan.

(c) This First Amendment shall be binding upon and shall inure to the benefit of the parties and their respective permitted successors and assigns.

(d) All capitalized terms not defined in this First Amendment shall have the same meaning as in the Agreement.

(e) In the event of any conflict between the terms of this First Amendment and the terms of the Agreement, the terms of this First Amendment shall govern and control.

(f) This First Amendment may be executed in separate counterparts, including electronic and facsimile copies, each of which shall be deemed an original, all of which counterparts shall constitute one in the same First Amendment.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

WITNESSES TO DDA

Hugh Jensen
Levi Underhill

WITNESSES TO DEVELOPER

Samuel Maat
Levi Underhill

DDA:

**Delhi Township Downtown Development
Authority, a Michigan downtown
development authority**

By: C. Howard Haas
Its: Executive Director

DEVELOPER:

**2000 Cedar, LLC, a Michigan limited
liability company**

By: The Gillespie Company, LLC,
a Michigan limited liability company
Its: Manager

By: Scott P. Gillespie Trust u/a/d 9/09/04
Its: Member

By: Scott P. Gillespie
Its: Trustee

DELHI CHARTER TOWNSHIP

M E M O R A N D U M

TO: Howard Haas, Executive DDA Director

FROM: John B. Elsinga, Township Manager

DATE: February 14, 2018

RE: Sanitary Sewer Fund Reimbursing the DDA for all Sanitary Sewer Improvements within the Realize Cedar Street Project

At the February 6, 2018 Board meeting the Township Board approved proposals for preliminary engineering services from Hubbell, Roth & Clark, Inc. for both Collection System Improvements and POTW Improvement Projects for an estimated total of \$370,900 as they relate to the Township's Asset Management Plan.

The Board then specifically discussed the collection system projects included within the Realize Cedar Street Project which are currently being paid for by the DDA. I advised the Board that all costs incurred by the DDA for sanitary sewer improvements should be paid for by the Sewer Fund as they would be owned and operated by that utility.

The Township Board agreed and, therefore, the DDA will be reimbursed for all costs associated with any sanitary sewer improvements within the Realize Cedar Street Project.



**DELHI CHARTER TOWNSHIP
DOWNTOWN DEVELOPMENT AUTHORITY**
2045 NORTH CEDAR STREET, SUITE 2
TELEPHONE (517) 699-3866
FACSIMILE (517) 699-3878
www.delhidda.com

Date: August 21, 2018

To: DDA Board Members

From: C. Howard Haas, Executive Director

Re: 4410 Holt Road Basement Waterproofing

During the renovation project for the new DDA building at 4410 Holt Road, we have experienced water issues in the basement. The building does not currently have a sump pump. At our request, Delhi Township Maintenance Supervisor Terry Powers solicited bids for a sub-floor drainage system. Two companies responded with proposals for the work. I have attached the low bid to this memo. Mr. Powers recommends Ayers Basement Systems based on their standing in the business community, presentation, and cost. The proposal came with some additional recommendations. However, we will just be installing the sub-floor system. Upon award, work will commence in mid-December.

I move to award the bid for the sub-floor drainage system for 4410 Holt Road to Ayers Basement Systems in the amount of \$11,789.09, plus a 10% contingency of \$1,789.90.



Prepared by:
Matt Wetzel
C 517-898-5761
mwetzel@goayers.com

Ayers Basement Systems
GoAyers.com
TF 866-379-1669
F 517-646-7518
License# 10011-111

Prepared for:
Delhi Charter Township
terry.powers@delhitownship.com
H 517-694-1549
C 517-749-2240

Job location:
4410 Holt Road
Delhi Charter Twp, MI 48842

Prepared on:
7-30-18

Project Summary

My Basement	\$13,111.00
Tax Exempt	\$-393.53
Total Investment	\$12,717.47
PCD Basement/CS	\$1,271.75
GST	\$343.37
Total Contract Price	\$11,789.09
Deposit Required - 30%	\$3,536.73
Deposit Paid	\$0.00
Amount Due Upon Installation	\$11,789.09

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature _____ **Date** _____

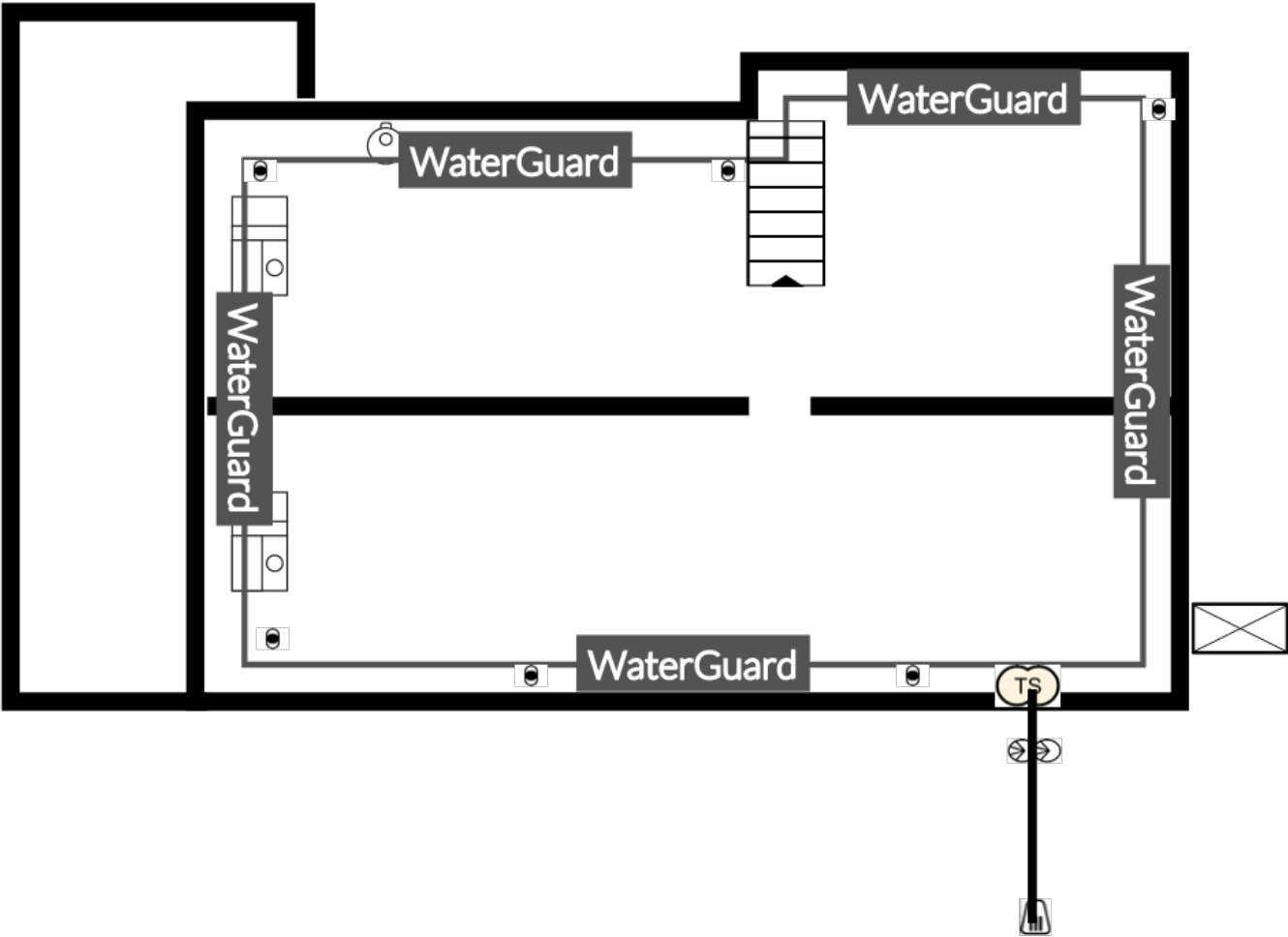
Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Customer has received a copy of the "Foundation Repair Science" book.

Initial _____

Job Details



Type of Wall Block
Existing Wall Finish Plain
Existing Floor Finish Concrete

Job Details (Continued)

Specifications

Install WaterGuard sub-floor drainage system as indicated in job drawing. Install WaterGuard Port for access to system. Disposal Install TripleSafe pump system with twin liner, 1/3 hp cast iron primary AC pump, 1/2 hp cast iron AC back-up pump, and UltraSump battery back-up pumping system with charging/control box with alarm, and 120 amp sealed maintenance free battery. Includes 3 CleanPump stands, airtight lid with airtight floor drain, and WaterWatch alarm system. Install IceGuard to prevent floods from clogged or frozen discharge line. Install LawnScape outlet at end of discharge line.

Contractor Will

Customer Will

1.) Provide proper dedicated electrical outlets for all pumps and other electrical devices to be installed.

Additional Notes

Customer to remove and replace waterheater, otherwise ayers will go around it with waterguard.

Product List

My Basement

WaterGuard	158 ft
WaterGuard Port	6
Disposal	1
TripleSafe	1
IceGuard	2
LawnScape Outlet	1

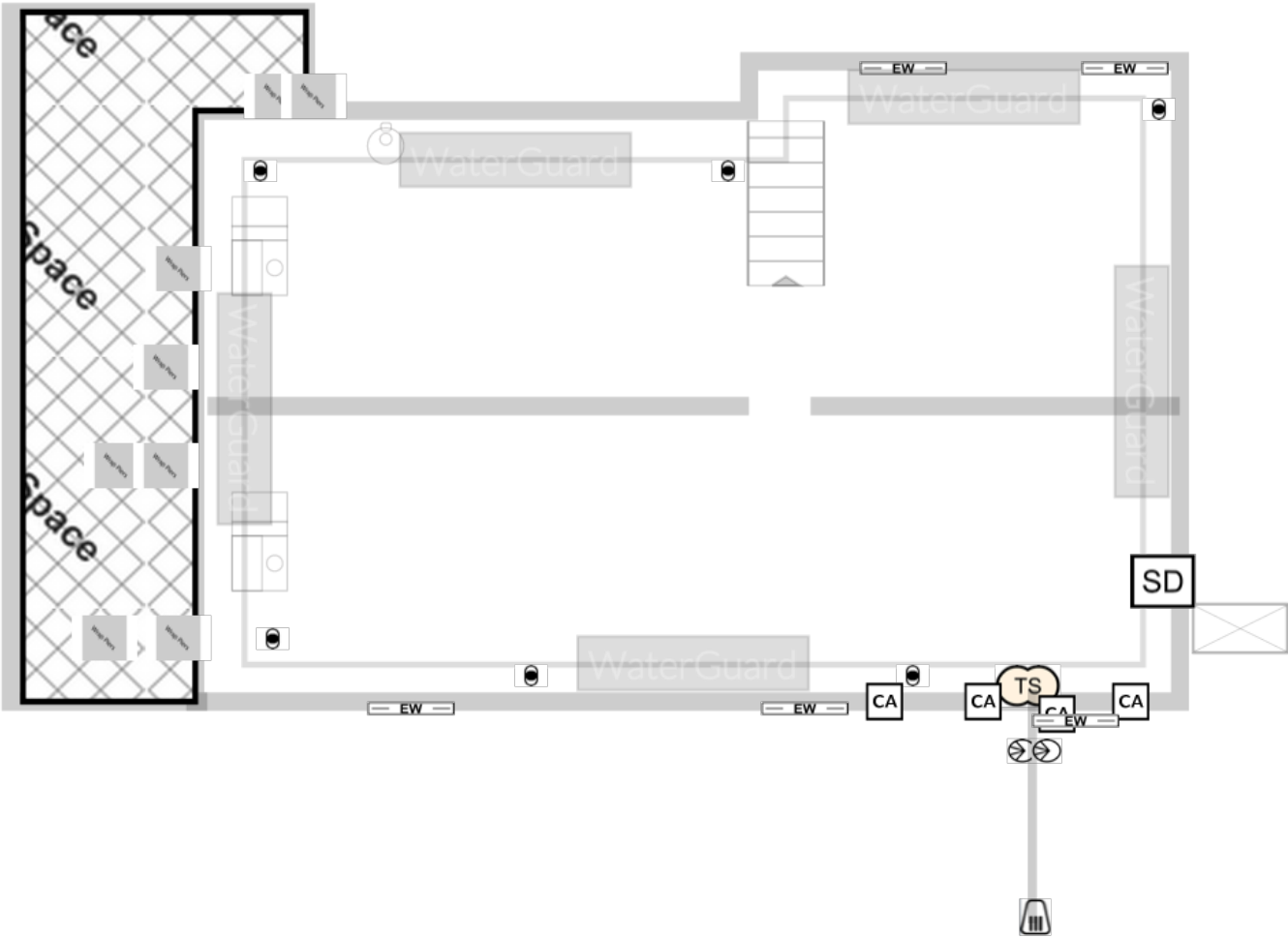
My Crawl Space

Tax Exempt

Tax Exempt	1
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Recommendations to Your Project

Permanently Stabilize Walls	4 CarbonArmor	\$2,300.00
My Crawl Space	1432 sqft CleanSpace 14 Wrap Piers	\$9,012.00
My Basement	1 SaniDry XP	\$1,875.00
My Basement	5 EverLast Basement Windows	\$2,250.00
Divert Roof Water Away from Foundation		Bid Required



Limited Warranty

Standard Exclusions Permitted By State Law – This Foundation Limited Warranty (“Warranty”) is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of the contractor (“Contractor”) to the customer (“Customer”). There are no other verbal or written warranties, no warranties which extend beyond the description on the face hereof, and NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Some states do not allow the exclusion or limitation of certain warranties, so some of the above exclusions and limitations may not apply to Customer. If a basement walls system is installed, a vapor barrier integrated into the interior drain tile system is required. Failure to install a vapor barrier will void the warranty. Customer deposits are non-refundable after the three day right to cancel.

General Terms – For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer’s warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor’s workers are fully covered by Workers’ Compensation insurance.

Exclusions From This Warranty – This Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) system damage caused by Customer’s negligence, misuse, abuse, or alteration; 3) dust incidental to installation; 4) damage to personal property of any type; 5) utility line breakage; 6) damage caused by mold; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any other cause outside of its control; 8) damage done during a lifting operation; 9) basement water seepage; 10) heave or any damages caused by it.

Items For Which Customer Is Responsible – Customer is responsible for: 1) making full payment to the crew leader upon completion of the work; 2) preparing the work area for installation; 3) any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor’s work is finished; 4) marking any private lines such as satellite cables, propane lines, sprinkler system lines, etc.; 5) maintaining positive drainage away from the repaired wall(s); 6) keeping gutters clean and in good working order; 7) directing downspouts a sufficient distance away from the repaired wall(s); 8) maintaining proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under “Customer Will” or “Additional Notes.”

If water from the walls or floor wall joint passes through the perimeter water control system and onto the basement floor we will provide the additional labor and materials to fix the leak at no additional charge to the homeowner. This warranty applies to WaterGuard, and DryTrak systems, along the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided we are notified within 30 days of the real estate transfer. The water control system shall not rust, rot or corrode for as long as you own the home. Warranty is in effect when job is completed and paid in full.

If the entire perimeter of the basement was not treated, then additional work at additional charge could be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances.

This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, or efflorescence (white powder) on concrete. Contractor can not be responsible for peeling paint, water once pumped from the house, dust created from installation, damage to hidden fuel lines or plumbing, or frozen discharge lines without an IceGuard. A DryTrak system alone will not eliminate seepage from floor cracks. .

Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacturer’s warranty which is 12 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are very much recommended, but cannot be relied upon to work in every situation. Annual maintenance is recommended, to find potential problems, but not required for this warranty to be in effect. Electrical work is not included in the contract and problems from electrical connections or lack thereof are disclaimed.

Systems that drain to daylight can not be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron gel or iron bacteria from the soil are rare, the contractor can not be responsible for these situations, and that system will require cleaning, flushing or other service as necessary to keep it functioning for that particular situation. Wall cracks repaired with FlexiSpan are warranted against leakage for the life of the structure.

A CleanSpace, crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture needed for mold growth, however the encapsulation system does not claim to be a mold mitigation system. Wet crawl spaces require a drainage system, and a SmartSump system to remedy the problem with water below the CleanSpace liner. CleanSpace has a transferable 25 year warranty — there will be no charge for service calls on any tears or holes in the CleanSpace liner, in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer warranty. Installation of the system does not include extending discharge lines, or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once pumped from house, or condensation.

THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Homeowner agrees to keep area dry and report all other obligations on contractor’s part. There are no other warranties verbal or written.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within three business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Ayers Basement Systems

TF 866-379-1669

F 517-646-7518

GoAyers.com

2505 S. Waverly Hwy.

Lansing, MI 48911

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. Keep one copy of the notice because it contains important information about your rights.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the two copies of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date