

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
SEPTEMBER 5, 2017 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

Supervisor McNamara _____	Trustee Miller _____
Clerk Wright _____	Trustee White _____
Treasurer Budd _____	Engineer Nummer _____
Trustee Frazier _____	Attorney McCauley _____
Trustee Martin _____	Secretary Montgomery _____

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Discussion on the 2017 amended and 2018 proposed Downtown Development Authority (DDA) Budget.
2. Discussion on the 2017 amended and 2018 proposed Local Development Finance Authority (LDFA) Budget.
3. Discussion on the Storm Water maintenance agreement between the Township and Belleville Development.
4. Discussion on the purchase of playground equipment for Van Buren Park in an amount not to exceed \$70,000.

PUBLIC COMMENT:

CLOSED SESSION:

ADJOURNMENT:

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

W/S MEETING DATE: SEPT. 6, 2017

BOARD MEETING DATE: _____

Consent Agenda _____

New Business _____

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	DDA Presentation of 2017 amended 2018 proposed Budget
DEPARTMENT	
PRESENTER	Susan Ireland, Executive Director
PHONE NUMBER	
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Lisa Lothringer, Deputy Director Rob Luce, Detroit Regional Aerotropolis

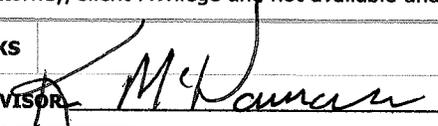
Agenda topic

ACTION REQUESTED	
N-A	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
2017 Amended and 2018 Downtown Development Authority Budget	

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	

DEPARTMENT RECOMMENDATION	
COMMITTEE/COMMISSION RECOMMENDATION	

ATTORNEY RECOMMENDATION	
(May be subject to Attorney/Client Privilege and not available under FOIA)	

ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

CHARTER TOWNSHIP OF VAN BUREN DOWNTOWN DEVELOPMENT AUTHORITY		7/18/2017					DDA Review and approval: 07-25-2017 amended @ meeting	DDA Finance Committee July 11
		AUDITED	AUDITED				Township Board approval:	
REVENUE		2015 Actual	2016 Actual	2017 Proposed	2017 Amended	2018 Proposed	Comments 2017 Amendments	Comments 2018 Proposed
247-000-403000	Tax Capture	1,227,307	1,249,238	1,258,000	1,258,000	1,295,740		3%
247-000-664000	Interest	54,653	55,137	36,500	50,000	50,000	Investment Income	Investment Income
	Tax Ref - MTT's - 2009-2012							
247-000-698-000	Bond Revenue							
247-000-698-001	Bond Sale					1,800,000	n-a	bond issue - bridge widening for pedestrian path
	Stabilization share appropriation	10,277	8,421		10,598		Due to pers property tax repeal-SofM method of giving back	Due to pers property tax repeal-SofM method of giving back
	Total Revenue	1,292,237	1,312,796	1,294,500	1,318,598	3,145,740		
EXPENDITURES								
247-000-702000	Director's Salary	75,735	76,789	75,464	75,464	77,351		2.50%
247-000-705000	Employee Wages - Administrative	63,333	56,581	66,200	66,200	67,520	Dep. Director/Treasury/Bookkeeping/IT	Dep. Director(2.5%)/Treasury/Bookkeeping/IT
247-000-706000	Employee Wages - Maintenance	23,460	23,460	24,633	24,633	25,249	DPW Reimbursement	DPW Reimbursement
247-000-719000	Fringes	50,140	58,838	64,500	64,900	67,946	Director/Deputy/DPS/Treasury/Bookkeeping/IT	Director/Deputy/DPS/Treasury/Bookkeeping/IT
247-000-719001	OPEB			-	165,003	165,000	retiree health recommended by auditor	retiree health recommended by auditor
247-000-727000	Office Supplies	1,678	887	5,000	5,000	5,000	letterhead, envelopes, Belleville Rd. setup	letterhead, envelopes, Belleville Rd. setup
247-000-740000	Operating Supplies	12,121	4,501	6,000	6,100	5,000	IT, Web Hosting, mobile phones	IT, Web Hosting, mobile phones
247-000-801000	Auditing/Accounting	5,250	5,375	6,200	6,200	6,500	annual audit, continuing disclosure, required reporting	annual audit, continuing disclosure, required reporting
247-000-803-000	Legal Fees	3,470	8,827	9,000	9,000	10,000	Property Acquisition and General Counsel	General Counsel
247-000-805-000	Property Tax Refund	-	-	20,000	15,000	15,000	Potential MTT Exposure (If lose a tax tribunal) or tax refunds	Potential MTT Exposure (If lose a tax tribunal) or tax refunds
247-000-806000	Parcel Maintenance Fee	17,176	17,176	17,176	17,176	17,176	Annual Assessing Reimbursement	Annual Assessing Reimbursement
247-000-810000	Memberships and Dues	29,017	29,499	31,000	31,000	6,000	MDA, SEMCOG, ICSC, Crains, MML	MDA, SEMCOG, ICSC, Crains, MML
247-000-818000	Secretary	-	-	-	-	-		
247-000-820000	Engineering	15,903	44,981	20,000	50,000	50,000		
247-000-821000	Consultant	27,266	2,569	25,000	21,200	25,000	Website revisions/updates/design	Website revisions/updates/design
247-000-822000	Public relations	44,427	36,398	47,000	47,000	47,000	Public Safety Day/Communication Assoc/Design Serv	Public Safety Day/Communication Assoc/Design Serv
247-000-860000	Transportation	1,787	1,356	3,000	3,000	3,000	mileage reimbursement	mileage reimbursement
247-000-861000	Training	4,133	2,075	3,000	3,500	3,500	MDA workshops, conference, ICSC, Cit. Planner, AED training	MDA workshops/conference/ICSC/grant writing/etc
247-000-900000	Printing and Publishing	17,649	9,787	17,800	32,000	25,000	brochure inserts, community art brochure, advertisement(s) notices	brochure inserts, community art brochure, advertisement(s) notices
247-000-910000	Insurance	4,332	4,200	4,600	4,600	4,600	MMRMA	MMRMA
247-000-910001	Workmans Comp Insurance	658	736	1,000	700	800	MML	MML
247-000-920000	Utilities	55,426	55,960	67,500	69,000	75,000	Electric/Water/gas/ Streetlights	Electric/Water/gas/ Streetlights
247-000-956000	Other	8,967	1,839	4,100	32,500	6,000	2017-1/3 cost copier-asbestos Belleville Rd Taxes	
247-000-970000	Capital Outlay	72,030	162,260	-	9,000	60,000	AED DDA apvpl 4-25-2016	Phone system contribution & copier for Belleville Rd
247-000-971-000	Placemaking - Site Improvements				1,021,020	100,000	retention/detention, concrete, bitumius paving, demolitions, etc.	project closeout
247-000-971-000	Placemaking - Construction				1,195,000	100,000	Office area, garage, wood shop, barn and, toilet rooms	project closeout
247-000-973000	Sewer Extension (grant match-Ecorse)	-	-	-	-	-	n-a	n-a
247-000-974000	Amenities Fund	-	6,312	50,000	60,000	40,000	Sculptures & Community Information Sign	Wayfinding & sculptures
247-000-975000	Pedestrian Bridge	-	-	175,000	-	2,000,000	Pedestrian Crossing, may actually occur in States FY 2018	Pedestrian Crossing over I-94
247000-976-000	Sidewalks	317,245	-	25,000	25,000	25,000	installation and/or repair	sidewalk repairs
247-000-977-000	Belleville Rd. Intersection	473,545	-	-	-	-	n-a	n-a
247-000-977-002	Rights-of-Way	25,281	270,631	175,000	100,000	100,000	appraiser, record deed, land split, purchase	
247-000-977-003	Belleville/Ecorse Landscape	278,505	56,142	-	-	-	approved additional landscape requested by Wayne Co.	n-a
247-000-977-004	Traffic Signalization	46,714	-	-	-	-	n-a	n-a
	Belleville Road Placemaking	500	7,069	1,450,000	-	-	Accounting suggested new line items	Accounting suggested new line items
247-000-978000	Street Lighting	-	-	10,000	125,000	100,000	replacement parts, LED conv, ped crossing	replacement parts, LED conv, ped crossing

	2014	2015 Actual	2016 actual	2017 Proposed	2017 Amended	2018 proposed	Comments - 2017 amendments	Comments 2018 Proposed
247-000-979000	Belleville Rd. Streetscape	23,593	14,408	20,000	20,000	20,000	Tree/Fence Replacements	Tree/Fence Replacements
247-000-979001	Streetscape Maintenance	27,825	28,018	40,000	46,500	45,000	add'l locations for grass cuts in county rights-of-way & DDA prop	add'l locations for grass cuts in county rights-of-way & DDA prop
247-000-980000	Property Acquisition	8,923	88,160	-	343,940	-	placemaking & rights-of-way	n-a
247-000-981000	Tyler Road Park	-	-	-	-	-	n-a	n-a
247-000-992000	Cost of Issuance	-	-	-	-	200,000	n-a	n-a
247-000-994001	Bnd Principal Payment - 2018	-	-	-	-	100,000	n-a	Bond Payments through 2032 for Pedestrian overpass
247-000-994-004	Bnd Principal Payment - 2012	195,000	200,000	200,000	200,000	205,000	Bond Payments through 2032 for intersection	Bond Payments through 2032 for intersection
247-000-994-005	Bnd Principal Payment - 2014	105,000	105,000	110,000	110,000	110,000	Bond Payments through 2032 for Belleville Rd traffic signals/ADA	Bond Payments through 2032 for Belleville Rd traffic signals/ADA
247-000-995001	Interest Expense - 2018	-	-	-	-	80,000	n-a	potential bond payment interest
247-000-995-004	Interest Expense - 2012	145,325	141,425	137,425	137,425	133,425	Bond payment interest	Bond payment interest
247-000-995-005	Interest Expense - 2014	82,363	80,263	77,113	77,113	73,813	Bond payment interest	Bond payment interest
247-000-996000	Handling Fees and Paying Agent	5,391	4,799	6,500	5,750	8,000		
	Total Expenditures	2,269,165	1,606,321	2,994,211	4,224,924	4,207,880		
	Net Income (Exp)	(976,928)	(293,525)	(1,699,711)	(2,906,326)	(1,062,140)		
	Beginning Fund Balance	8,106,042	7,129,114	5,108,553	6,835,589	3,929,263		
	Total Net Income (expenses)	(976,928)	(293,525)	(1,699,711)	(2,906,326)	(1,062,140)		
	Ending Fund Balance	7,129,114	6,835,589	3,408,842	3,929,263	2,867,124		

Fund Balance Project Designations	2015 Actual	2016 Actual	2017 Proposed	2017 Amended	2018 Proposed	Comments 2017 Amendments	Comments 2018 Proposed
OPEB					77,260	OPEB	OPEB
Belleville/Ecorse - 2012 Bond fund	120,000	-					
Designated Bond Reserve-2018					250,000		required
Designated Bond Reserve - 2012	350,000	350,000	350,000	350,000	350,000	required	required
Designated Bond Reserve 2014	190,000	190,000	190,000	190,000	190,000	required	required
Designated Streetscape Mainten	250,000	300,000	304,000	314,263	367,000	DDA maintenance commitments to Wayne County	DDA maintenance to Wayne County
Designated Public Safety	400,000	150,000	150,000	180,000	180,000		
Public Facilities (Maintenance)	700,000	234,400	125,000	400,000	348,924	repairs to DDA owned property	repairs to DDA owned property
Designated Amenities	200,000	212,500	113,500	255,000	169,500	Community Art, Information signage	
Designated Property Acquisition	995,000	350,000		320,000	58,000		
Designated Public/Private Partnership	900,000	2,750,000	2,000,000	300,000	300,000	I-94 Ped Crossing - State of Michigan/SEMCOG/2018/match prog.	grant match
Designated Placemaking		1,550,000	-	275,000	188,000	If something unexpected happens	If something unexpected happens
Marketing Retention & Recruitment	326,612	225,000	120,000	195,000	187,500		
Designated Ecorse to Tyler	1,800,000	523,665	58,342	1,150,000	200,940	Wayne Co. rights-of-way acquisition - Belleville Road	
Undesignated	897,502	25	0	0	(0)		
Total Fund Balance	7,129,114	6,835,589	3,408,842	3,929,263	2,867,124		
LIABILITIES							
Deferred Revenue - Sidewalk Fund				15,000	15,000	sidewalk bank	sidewalk bank

Charter Township of Van Buren

Agenda Item: _____

REQUEST FOR BOARD ACTION

WORK STUDY MEETING DATE: 09/05/17

BOARD MTG. DATES: N/A

Consent Agenda _____

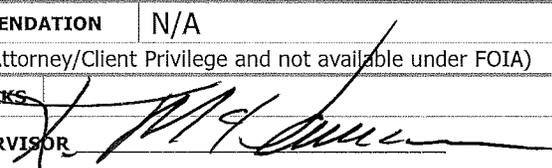
New Business

Unfinished Business _____

Public Hearing _____

ITEM (SUBJECT)	Local Development Finance Authority (LDFA) Budget Presentation
DEPARTMENT	Planning & Economic Development
PRESENTER	Ron Akers, AICP, Director of Planning & Economic Development
PHONE NUMBER	734-699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Michael Dotson, Chairperson of the LDFA

Agenda topic

ACTION REQUESTED	
To give a presentation on the proposed 2018 LDFA budget and an update on the activities of the LDFA board of directors.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
Will provide presentation at meeting.	
BUDGET IMPLICATION	N/A
IMPLEMENTATION NEXT STEP	N/A
DEPARTMENT RECOMMENDATION	N/A
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	N/A
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren
LDFA Fund

	2015 Actual	2016 Actual	2017 Budget	2017 Amended	2018 Proposed	
Revenue:						
251-000-403-000	Property Tax Capture	520,812	526,111	502,043	514,045	650,405
251-000-573-000	Local Comm Stabilization Approp.	15,731	75,561	99,659	62,131	96,178
251-000-664-000	Interest Income	29,269	633	500	500	4,634
251-000-698-000	Bond Sales Proceeds	12,190,000	-	-	-	-
251-000-699-000	Bond Premium	820,737	-	-	-	-
251-000-	Transfer In for debt service	-	-	-	-	-
	Total Revenue	13,576,549	602,305	602,202	576,676	751,217
Expenditures:						
251-000-702-000	Director Salary	2,000	2,000	2,000	2,000	2,000
251-000-703-000	Secretary	2,000	2,000	2,000	2,000	2,000
251-000-705-000	Employee Wages - Administrative	3,000	3,000	3,000	3,000	3,000
251-000-719-000	Allocated Fringes	1,000	1,000	1,000	1,000	1,000
251-000-727-000	Office Supplies	-	-	-	-	-
251-000-728-000	Postage	-	-	-	-	-
251-000-801-000	Auditing/Accounting	6,465	3,925	5,000	5,000	5,000
251-000-802-000	Attorney Fees	80,191	108,061	100,000	100,000	100,000
251-000-803-000	Consultant	750	6,075	1,000	1,000	1,000
251-000-956-000	Other	2,044	239	2,000	2,000	2,000
251-000-972-000	Escrow/Hannan Rd. Improve	-	-	-	-	-
251-000-992-000	Bond Issuance Costs	174,056	-	-	-	-
251-000-994-000	Bond Principal	575,000	-	-	-	-
251-000-994-001	Deposit with Bond Escrow Agent	17,352,681	-	-	-	-
251-000-995-000	Interest Expense	420,701	552,925	521,081	521,081	521,081
251-000-996-000	Handling Fees	300	500	300	301	500
	Total Expenditures	18,620,189	679,725	637,381	637,382	637,581
	Net Income (Expense)	(5,043,640)	(77,420)	(35,179)	(60,706)	113,636
	Beginning Fund Balance	5,789,022	745,383	653,030	667,962	607,256
	Excess of revenues over expenses	(5,043,640)	(77,420)	(35,179)	(60,706)	113,636
	Fund Balance (Deficit)	745,383	667,962	617,851	607,256	720,892

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

Agenda Item: _____

Work Study Date: 09/05/17
Board Meeting: 09/05/17

Consent Agenda _____ **New Business** X _____ Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	Granting approval of the Stormwater Maintenance Agreement with Belleville Development at 46418 N I-94 Service Drive, Van Buren, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development

Agenda topic

ACTION REQUESTED	Granting approval of the Stormwater Maintenance Agreement with Belleville Development at 46418 N I-94 Service Drive, and authorize the Supervisor and the Clerk or their designees to sign the associated permit and resolution.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the property owner will be responsible for and maintain the stormwater facilities on the property at 46418 N I-94 Service Drive.
BUDGET IMPLICATION	None
IMPLEMENTATION NEXT STEP	Supervisor or his designee to sign Agreement.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	The document was reviewed by the Township Attorney. (May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	This is the standard agreement between Van Buren Township and a property owner.
APPROVAL OF SUPERVISOR	

RESOLUTION 2017-_____

**CHARTER TOWNSHIP OF VAN BUREN
TOWNSHIP BOARD**

**LONG TERM MAINTENANCE OF STORM WATER MANAGEMENT SYSTEM
FOR BELLEVILLE DEVELOPMENT, INC.**

At a Regular Meeting of the Charter Township of Van Buren Board of Trustees on _____, 2017, the following resolution was offered

WHEREAS, chapter 7 of the Wayne County Storm Water Management Ordinance (“Wayne County Ordinance”), requires storm water management systems to be maintained in perpetuity to ensure that the systems function properly as designed; and,

WHEREAS, Rule 1001 of the Wayne County Storm Water Management Administrative Rules (“Administrative Rules”) requires applicants for storm water construction approval to submit long term maintenance plans as part of an application for storm water construction approval; and,

WHEREAS, Belleville Development Inc., (“Developer”), as property owner, has applied to the Wayne County Department of Public Services for a storm water construction approval with respect to a project named Towne Place Suites (“Project”) located at 46418 North I-94 Service Drive in Belleville, Michigan 48111; and,

WHEREAS, Developer's application for storm water construction approval has been assigned permit review number R-16-280; and permit number M-49723; and,

WHEREAS, Developer submitted a plan to the County and the Township ("Plan") for long term maintenance of the storm water management system at the Project pursuant to Rule 801, which Plan has been tentatively approved by the County pending issuance of this resolution; and,

WHEREAS, the Plan has been reviewed and approved by the Township engineer and Planning Commission, in accordance with the development of the Project, located at 46418 North I-94 Service Drive, Belleville, MI 48111 (parcel V125-83-064-99-0002-701) in Van Buren Township by the Developer, a Michigan company, whose address is 31100 Stephenson Highway, Madison Heights, MI 48071; and,

WHEREAS, the Township has agreed to assume jurisdiction and accept responsibility for long term maintenance of the storm water management system at the Project in perpetuity, in the event the Developer does not maintain the storm water Plan for the Project; subject, however, to the storm water management system maintenance and repair agreement ("Agreement") between the Township and Developer as authorized by Rule 1002 by which the Developer shall undertake this responsibility, and provided further the said acceptance of

jurisdiction and maintenance excludes all storm water related structures in Wayne County's rights of ways associated with or part of the Project by the Developer on a parcel of land known as 46418 North I-94 Service Drive, Belleville, MI 48111 (parcel V125-83-064-99-0002-701).

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Van Buren, subject to the Rule 1002 Agreement, assumes jurisdiction over and accepts responsibility for long term maintenance of the storm water management system at the Project pursuant to the Wayne County Ordinance, the Administrative Rules, the Plan, and the storm water construction approval issued by Wayne County;

BE IT FURTHER RESOLVED, that the Supervisor and/or Clerk be and hereby are authorized to execute a Wayne County storm drainage maintenance permit number M-49723 on behalf of the Charter Township of Van Buren in connection with the Project by the Developer on a parcel of land known as 46418 North I-94 Service Drive (parcel V125-83-064-99-0002-701) in Van Buren.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk be and hereby are authorized to execute a Storm Water Management System Maintenance & Repair Agreement with the Developer for the Project to require Developer to assume all costs for maintenance and operation of storm sewer facilities outside of the Wayne County rights of ways associated with or part of the Project by the Developer as owner of the property in Van Buren Township.

AYES:

NAYS:

ABSENT:

I, Leon Wright, Clerk of the Charter Township of Van Buren, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Charter Township of Van Buren Board of Trustees, at a regular meeting held on this _____ day of September, 2017.

Leon Wright, CMC

Clerk, Charter Township of Van Buren

**STORM WATER MANAGEMENT SYSTEM
MAINTENANCE AND REPAIR AGREEMENT**

This Storm Water Management System Maintenance and Repair Agreement ("AGREEMENT") is made and entered into as of _____, 2017, by and among the CHARTER TOWNSHIP OF VAN BUREN, a Michigan body public, with principal offices located at 46425 Tyler Road, Van Buren Township, Michigan 48111, hereafter referred to as the "TOWNSHIP"; and BELLEVILLE DEVELOPMENT, INC., a Michigan company, whose principal office is located at 31100 Stephenson Highway, Madison Heights, Michigan 48071, hereafter referred to as the "OWNER". The TOWNSHIP and the OWNER are collectively referred to in this AGREEMENT as the "PARTIES".

WITNESSETH:

WHEREAS, the OWNER owns a certain real property located at 46418 N. I-94 Service Drive, in Van Buren Township, Wayne County, Michigan, and described in the legal description attached as Exhibit A (the "PROPERTY"); and

WHEREAS, the OWNER proposes to develop the PROPERTY as a commercial hotel facility and in connection therewith has submitted a storm water management system plan to Wayne County and the TOWNSHIP (the "PLAN"); and

WHEREAS, Wayne County requires that the construction, maintenance and repair responsibilities for any proposed storm water management system to be constructed in Van Buren Township, including the storm water management system to be constructed within the PROPERTY as part of the construction and development of the hotel facility and connected to the Wayne County storm water management system, be accepted by Van Buren Township; and

WHEREAS, the TOWNSHIP has adopted a resolution as required by the Wayne County Office of Public Services to assume jurisdiction of said on-site storm water management system, said jurisdiction having been assumed by the TOWNSHIP at the request of and benefit for the OWNER in order to complete construction of the proposed hotel facility and accommodate the OWNER and all future owners of the PROPERTY and/or hotel facility; and

WHEREAS, the OWNER wishes to outlet storm drainage from the PROPERTY through connection(s) within the PROPERTY being made by the OWNER. As shown on Exhibit A, attached hereto and made a part hereof by reference, the connections are hereinafter referred to as the "CONNECTIONS" and the proposed storm water management system to be constructed as part of the proposed hotel facility and which will access via the CONNECTIONS is hereinafter referred to as the "FACILITY"; and

WHEREAS, the TOWNSHIP has received permit number M-49723 (the "PERMIT") attached as Exhibit C issued by Wayne County authorizing the construction, operation and maintenance of the PLAN, the CONNECTIONS and the FACILITY; and

WHEREAS, the TOWNSHIP and the OWNER desire to transfer the responsibilities of the PERMIT from the TOWNSHIP to the OWNER, or the OWNERS's successors and assigns, and confirm the terms and conditions of said transfer of responsibilities by this AGREEMENT.

NOW THEREFORE, in consideration of the premises, the foregoing recitals fully incorporated into this AGREEMENT and undertakings of the PARTIES set forth in this AGREEMENT, the PARTIES agree as follows:

1. The OWNER shall be responsible for and shall pay all costs related to the construction, operation, maintenance and repair of the FACILITY. The OWNER shall be responsible for all subsequent liabilities and costs for the maintenance, operation, repair and replacement of the FACILITY. The OWNER shall be fully, completely and unconditionally responsible for, shall assume all TOWNSHIP obligations under the PERMIT and shall pay all costs related to performing the requirements of the PERMIT and PLAN.
2. The TOWNSHIP may enter upon the PROPERTY upon reasonable notice for the purposes of inspecting, repairing and maintaining said storm drainage system and private sewer pipe, in which event the OWNER agrees to pay to the TOWNSHIP all charges and expenses incurred thereon. In the event that the OWNER shall, at any time, fail to carry out the responsibilities specified within this Agreement, and/or in the event of a failure to preserve and/or maintain the FACILITY in reasonable order and condition, the TOWNSHIP may serve written notice upon the OWNER setting forth the deficiencies in maintenance and/or preservation along with a demand that the deficiencies be cured within a stated reasonable time period and, if not cured, the TOWNSHIP shall thereupon have the power and authority, but not the obligation, to enter upon the PROPERTY, or cause its agents or contractors to enter the PROPERTY and perform such obligation or take such corrective measures as reasonably found by the TOWNSHIP to be appropriate or necessary. The cost and expense of making and financing such actions by the TOWNSHIP, including notices by the TOWNSHIP and reasonable legal fees incurred by the TOWNSHIP, plus an administrative fee in an amount not to exceed twenty-five (25%) percent of the total of all such costs and expenses incurred, shall be paid by the OWNER within thirty (30) days of a billing to the OWNER. All unpaid amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the TOWNSHIP, such costs and expenses may be collected by suit initiated against the OWNER and in such event; the OWNER shall pay all court costs and reasonable attorney fees incurred by the TOWNSHIP in connection with such suit.
3. The CONNECTIONS shall be designed to restrict its storm water flow capacity to the amount shown on Exhibit A within the FACILITY for the purpose of draining the proposed hotel facility in the manner described on Exhibit A.
4. The TOWNSHIP shall assign the PERMIT to the OWNER, its successors and assigns, and the OWNER and its successors and assigns shall be bound by the PERMIT and the conditions of the Storm Water Discharge Permit issued by the Wayne County Department of Public Services and the Storm Sewer Maintenance Schedule as described on Exhibit B of this AGREEMENT.
5. In the event that operation, maintenance or repair of the FACILITY becomes necessary, in the opinion of the regulating agencies, and the OWNER or its successors or assigns does not undertake the operation, maintenance or repair of the FACILITY within sixty (60) days after written notice from the regulating agencies, then the OWNER or its successors or assigns shall become responsible for any and all costs to the TOWNSHIP for operation, maintenance or repair of the FACILITY, which costs shall be borne by the OWNER or its successors or assigns.
6. If in the future, Wayne County or any other public agency imposes higher or additional standards or requirements, those additional standards or requirements shall be deemed to automatically become part of the maintenance and repair obligations of the OWNER. It is the intention of the PARTIES that all costs

associated with or attributable to the FACILITY will at all times be paid by the OWNER as the OWNER's sole responsibility, cost and expense.

7. The OWNER shall defend, indemnify and save harmless the TOWNSHIP, its employees, agents, servants and elected officials, from any claims, costs, demands, actions, injuries, expenses, reasonable attorney fees and damages of any kind or nature whatsoever, fixed or contingent, known or unknown, which occur to property, flooding of lands, personal injury or diminution arising out of or in any way connected with the design, construction, ownership, inspection, maintenance, repair, operation (or omission in such regard) or use of the FACILITY or the CONNECTIONS or the use of the Wayne County storm water management system to drain the FACILITY or the CONNECTIONS, which arise out of carrying storm drainage from the hotel facility into the CONNECTIONS, or on account of any damages to the hotel facility, flooding of the hotel facility or diminution in the use of the CONNECTIONS, or the failure of the OWNER to comply with the requirements of the PERMIT or the PLAN or any other obligations of this AGREEMENT; provided, however, that the foregoing indemnity obligations shall not extend to claims, costs, demands, actions, injuries, expenses, attorney fees or damages arising from the negligence or willful misconduct of the TOWNSHIP, its employees, agents, servants or elected officials.
8. This AGREEMENT shall continue in force for as long as the TOWNSHIP is obligated to the Wayne County Office of Public Services, and shall run with the land. Further, this AGREEMENT shall be binding on the PARTIES, and their respective successors and assigns.
9. The OWNER shall record this AGREEMENT with the Wayne County Register of Deeds, as an agreement with respect to the hotel facility, to ensure that this AGREEMENT shall be binding on the PARTIES, and their successors and assignees in interest until such a time as is described in paragraph 8 above. The OWNER, within thirty (30) days of the execution of this AGREEMENT, shall provide the Township with a copy of this AGREEMENT indicating that it has been filed for recording at the Wayne County Register of Deeds. Should the OWNER fail to timely record this AGREEMENT, the TOWNSHIP may record this AGREEMENT and the OWNER shall pay the costs associated therewith.
10. In the event of a failure of the OWNER to timely pay to the TOWNSHIP any amounts due under this AGREEMENT, such amounts may be placed on the delinquent tax roll of the TOWNSHIP and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes.
11. In accordance with 1976 PA 453, the PARTIES hereto covenant not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status, and to require a similar covenant on the part of any subcontractor employed in the performance of this AGREEMENT.

{Signatures on the following page}

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ,
by Kevin McNamara and Leon Wright, the Supervisor and Clerk, respectively, of the
Charter Township of Van Buren, a Michigan body public, on behalf of said body.

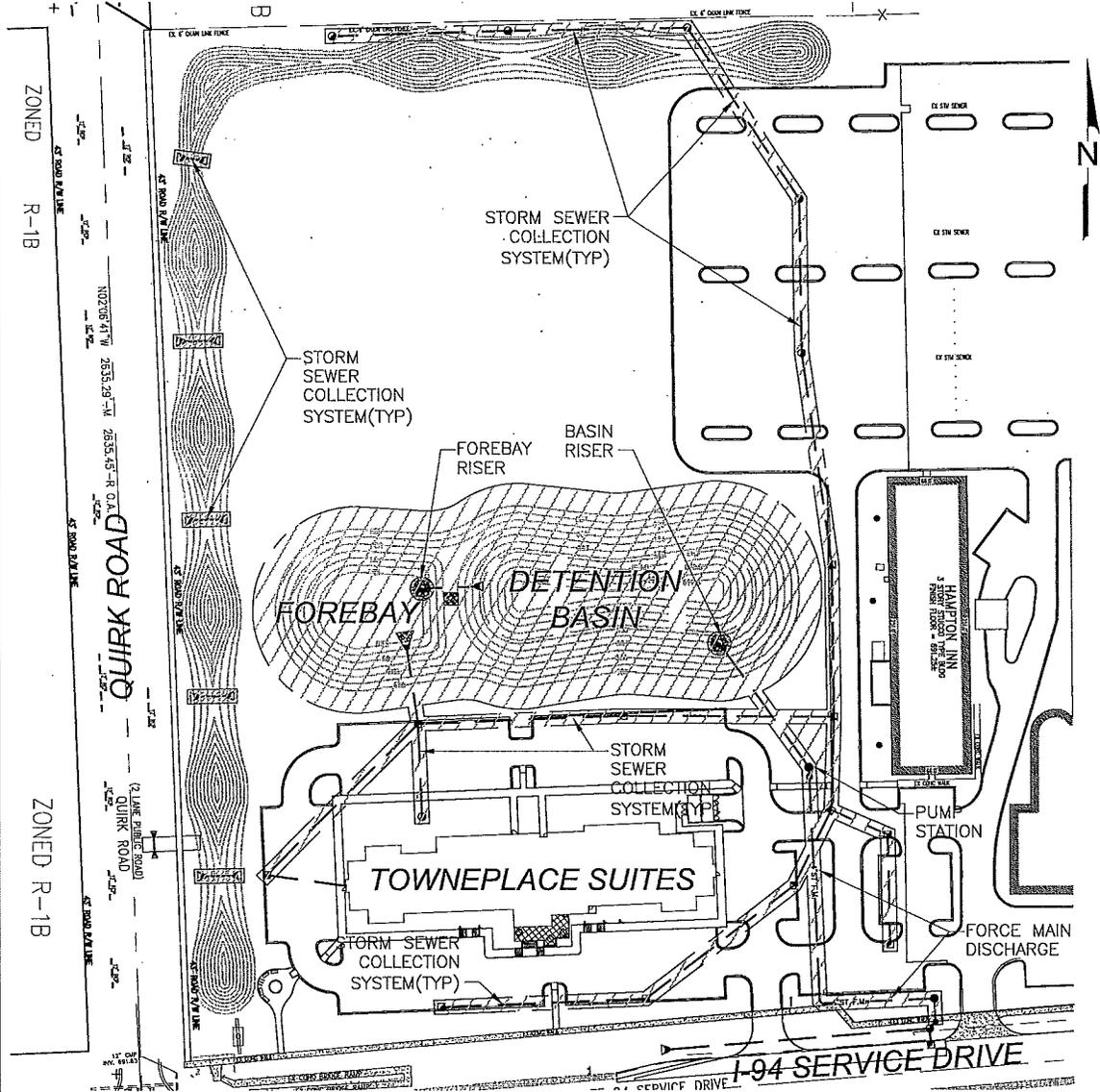
Notary Public, Wayne County, Michigan

My Commission expires:

WHEN RECORDED RETURN TO:
Attn: Leon Wright, Clerk
Charter Township of Van
Buren
46425 Tyler Road, Belleville, MI 48111

EXHIBIT "A"

PHYSICAL LIMITS OF STORM WATER MANAGEMENT SYSTEM



DESCRIPTION PROVIDED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 7-624014, REVISION NO. 4, DATED DECEMBER 18, 2013

THE LAND REFERRED TO IN THIS COMMITMENT IS LOCATED IN THE TOWNSHIP OF VAN BUREN, COUNTY OF WAYNE, STATE OF MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 3 SOUTH, RANGE 8 EAST, DESCRIBED AS: BEGINNING NORTH 02 DEGREES 05 MINUTES 56 SECONDS WEST 436.49 FEET AND NORTH 89 DEGREES 05 MINUTES 50 SECONDS EAST 43.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 16; THENCE NORTH 02 DEGREES 05 MINUTES 56 SECONDS WEST 300.00 FEET; THENCE NORTH 85 DEGREES 02 MINUTES 31 SECONDS EAST 560.85 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 35 SECONDS EAST 300.00 FEET; THENCE SOUTH 85 DEGREES 00 MINUTES 00 SECONDS WEST 554.20 FEET TO THE POINT OF BEGINNING.

PARCEL II:

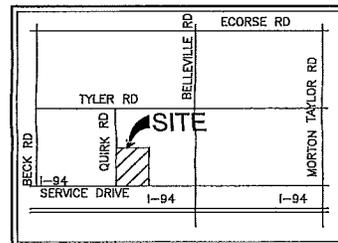
PART OF THE SOUTHEAST 1/4 OF SECTION 16, TOWN 3 SOUTH, RANGE 8 EAST, DESCRIBED AS: BEGINNING NORTH 02 DEGREES 05 MINUTES 56 SECONDS WEST 736.49 FEET AND NORTH 89 DEGREES 05 MINUTES 50 SECONDS EAST 43.00 FEET FROM THE SOUTH 1/4 CORNER OF SECTION 16; THENCE NORTH 02 DEGREES 05 MINUTES 56 SECONDS WEST 581.37 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 08 SECONDS EAST 582.06 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 35 SECONDS EAST 544.54 FEET; THENCE SOUTH 85 DEGREES 00 MINUTES 00 SECONDS WEST 554.20 FEET TO THE POINT OF BEGINNING.

PROPERTY TAX ID: 83-064-99-0002-003 (PARCEL I)

83-064-99-0002-002 (PARCEL II)

LEGEND:

-  VAN BUREN TOWNSHIP STORM MAINTENANCE RESPONSIBILITY
-  STORM SEWER & STRUCTURE



LOCATION MAP

SCALE: NTS

PROJECT:
TOWNEPLACE SUITES
NEC OF I-94 SERVICE DRIVE & QUIRK RD.
VAN BUREN TOWNSHIP, WAYNE COUNTY
MICHIGAN

PROPERTY OWNER:
BELLEVILLE DEVELOPMENT, INC.
31100 STEPHENSON HIGHWAY
MADISON HEIGHTS, MI 48071
CONTACT: REMY HANNA
PHONE: 248-588-5062

ENGINEER:
BUD DESIGN & ENGINEERING
SERVICES, INC.
10775 S. SAGINAW ST., SUITE B
GRAND BLANC, MI 48439
PHONE: (810) 695-0793
FAX: (810) 695-0569

DATE: 11/29/2016
SCALE: 1"=120' (8.5"x14")
JOB NO: WCDPS R16-280
DRAWN BY: ACA
SHEET 1 OF 1

EXHIBIT B - STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE PLAN

Wayne County DPS Permit No.: M-
Wayne County DPS Plan Review No.: R16-280

A. Physical Limits of the Storm Water Management System

The storm water management system (SWMS) subject to this long-term maintenance plan (Plan) is depicted on Exhibit A to the permit and includes without limitation the storm sewers, catch basins, manholes, inlets, swales, buffer strip, spillways, forebay, detention basin, outlet control structure, pump station, and outlet pipe that conveys flow from the detention basin to a storm manhole within the right-of-way of I-94 Service Road. For the purposes of this plan, this storm water management system (SWMS) and all of its components as shown in Exhibit A is referred to as "Towne Place Suites SWMS".

B. Time Frame for Long-Term Maintenance Responsibility

The Belleville Development, Inc. is responsible for maintaining the Towne Place Suites SWMS, including complying with applicable requirements of the local or Wayne County soil erosion and sedimentation control program until Wayne County releases the construction permit. Long-term maintenance responsibility for the Towne Place Suites SWMS commences when defined by the maintenance permit issued by the County. Long-term maintenance continues in perpetuity.

C. Manner of Insuring Maintenance Responsibility

Van Buren Township has assumed responsibility for long-term maintenance of Towne Place Suites SWMS. The resolution by which the Van Buren Township has assumed maintenance responsibility is attached to the permit as Exhibit C. The Belleville Development, Inc., through a maintenance agreement with Van Buren Township, has agreed to perform the maintenance activities required by this plan. Van Buren Township retains the right to enter the property and perform the necessary maintenance of the Towne Place Suites SWMS if The Belleville Development, Inc. fails to perform the required maintenance activities. To ensure that the Towne Place Suites SWMS is maintained in perpetuity, the map of the physical limits of the storm water management system (Exhibit A), this plan (Exhibit B), the resolution attached as Exhibit C, and the maintenance agreement between the Van Buren Township and the property owner(s) will be recorded with the Wayne County Register of Deeds. Upon recording, a copy of the recorded documents will be provided to the County.

D. Long-Term Maintenance Plan and Schedule

Table 1 identifies the maintenance activities to be performed, organized by category (monitoring/inspections, preventative maintenance and remedial actions). While performing maintenance, chemicals should not be applied to the forebay, detention basin, buffer strip, or watercourses. Table 1 also identifies site-specific work needed to ensure that the storm water management system functions properly as designed.

TABLE 1 STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE									
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Inlets, Catch Basins, Manholes, Swales, Sewers)	Inlets to Forebay & Detention Basin	Forebay & Detention Basin	Outlet Control Structures & Outlet Pipes	Buffer Strip	Pump Station, Spillway, Ripraps	Pavement Areas, Others	FREQUENCY
Monitoring/Inspection									
Inspect for Sediment Accumulation*/Clogging of Stone Filter		X	X	X	X				Annually
Inspect For Floatables, Dead Vegetation & Debris		X	X	X	X	X			Annually & After Major Events
Inspect For Erosion And Integrity of Banks & Berms		X	X	X	X	X	X		Annually & After Major Events
Monitor Plantings/Vegetation		X		X		X			2 Times per Year
Inspect All Components During Wet Weather & Compare to As-Built Plans		X	X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear		X	X	X	X	X	X		Annually
Preventative Maintenance									
Mowing				X		X			As Needed/Per Township Ordinance
Remove Accumulated sediments*		X	X	X	X				As needed*
Remove Floatables, Debris, Invasive & Dead Vegetation		X	X	X	X	X			As Needed
Replace or Wash & Reuse risers stone filters				X					Every 3 years, or as needed**
Sweeping of Paved Surfaces, Others							X		As Needed
Remedial Actions									
Repair/Stabilize Areas of Erosion		X	X	X	X	X	X		As Needed
Replace Dead Plantings and Trees, Reseed Bare Areas		X		X		X			As needed
Structural Repairs		X	X	X	X	X			As Needed
Make Adjustments/Repairs to Ensure Proper Functioning		X	X	X	X	X	X	X	As Needed

NOTES: *Forebay & Detention Basin to be cleaned whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed. ** Replace stones if they cannot be adequately cleaned.

PROPERTY INFORMATION: Towne Place Suites NEC of I-94 Service Road & Quirk Rd Van Buren Township, Wayne County, Michigan	PROPERTY OWNER: Belleville Development, Inc. 31100 Stephenson Highway Madison Heights, MI 48071 Contact: Remy Hanna Phone: (248) 588-5062	ENGINEER: BUD Design & Engineering Services 10775 S. Saginaw Street, Suite B Grand Blanc, MI 48439 Phone: (810) 695-0793 Fax: (810) 695-0569	DATE: 08 / 15/2016
			SHEET 1 OF 1

Charter Township of Van Buren

REQUEST FOR BOARD ACTION

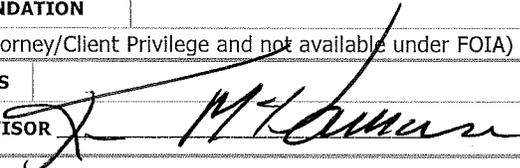
Agenda Item: _____

Work Study Date: 09/05/17
Board Meeting: 09/05/17

Consent Agenda _____ **New Business** X _____ Unfinished Business: _____ Public Hearing _____

ITEM (SUBJECT)	To approve the purchase for playground equipment for Van Buren Park for an amount not to exceed \$70,000 per the Scope of Services in FTCH's August 7, 2017 letter. The expense will be paid with CDBG funds.
DEPARTMENT	Planning & Economic Development
PRESENTER(S)	Matthew R. Best, Deputy Director of Planning and Economic Development
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Ron Akers, Director of Planning and Economic Development

Agenda topic

ACTION REQUESTED	To approve the purchase for playground equipment for Van Buren Park for an amount not to exceed \$70,000 per the Scope of Services in FTCH's August 7, 2017 letter. The expense will be paid with CDBG funds.
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	See attachments.
BUDGET IMPLICATION	Funds for are funded from CDBG.
IMPLEMENTATION NEXT STEP	If approved, the purchase will be completed.
DEPARTMENT RECOMMENDATION	Approval
COMMITTEE/COMMISSION RECOMMENDATION	
ATTORNEY RECOMMENDATION	(May be subject to Attorney/Client Privilege and not available under FOIA)
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	



Memo

TO: Board of Trustees

FROM: Matthew R. Best
Deputy Director of Planning and Economic Development

RE: Approval of Playground Equipment for Van Buren Park

DATE: August 29, 2017

Developmental Services and the Parks and Recreation Department have proposed improvements to Van Buren Park as part of the Community Development Block Grant (CDBG) program. At the last Board of Trustees' meeting, the Board approved the Fishbeck, Thompson, Huber and Carr (FTCH) engineering services for this project. These improvements include a new pavilion and playground structure. The first set of funding must be spent by October 13, 2017. Developmental Services and the Parks and Recreation Department have moved to purchase the playground equipment in order to meet this deadline.

A bid package for the playground equipment was published on August 27, 2017. The package was also placed on the website and sent to local potential bidders on August 28, 2017. Bids for the equipment are to be received on September 1, 2017. Attached to this document are the bid specifications as well as examples of the type of equipment to be purchased. The exact equipment will not be specified until the bidder is selected and the equipment vendor and the Township design and select the structure for the site.

Developmental Services and the Parks and Recreation Department are recommending approval for the purchase of the equipment not to exceed the price of \$70,000. This will be funding from CDBG funds. This equipment will be designed and delivered to Van Buren Park as part of this purchase. Installation will be part of a separate contract.

Charter Township of
Van Buren Township
Van Buren Township Park
Play Structure Improvements

BID PACKAGE

Project No. 171553
August 28, 2017



Fishbeck, Thompson, Carr & Huber, Inc.
engineers | scientists | architects | constructors

ftc&h

Notice of Advertisement

The Charter Township of Van Buren, Wayne County, MI is requesting proposals for the design and supply of playground equipment for the Charter Township of Van Buren Park Play Structure Improvements Project located at 50901 S. I-94 Service Drive, Charter Township of Van Buren Township, MI. (mailing address 50901 S. I-94 Service Drive, Belleville, MI. 48111). **Park Playground Equipment to be delivered to the Charter Township of Van Buren Park Pole Barn.** Bid forms and specifications are available commencing Monday, August 28, 2017, at the Office of the Township Clerk, 46425 Tyler Road, Charter Township of Van Buren Township, MI 48111, from 7:30 a.m. – 4:00 p.m., Monday – Friday or on the Township website at www.vanburen-mi.org. **Bids shall be submitted to the Clerk's Office by 10:00 a.m. on Friday, September 1, 2017** and will be publicly opened immediately following the closing of the bid. The Charter Township of Van Buren reserves the right to reject any and all bids and reserves the right not to award a contract. The Charter Township of Van Buren Township is an equal opportunity employer. This project will be funded with federal Community Development Block Grant (CDBG) funds.

Website Posted: August 25, 2017

Published: August 27, 2017



NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that **SEALED BIDS** will be received at the Office of the Clerk, located in the Charter Township of Van Buren Township Hall, 46425 Tyler Road, Charter Township of Van Buren Township, MI 48111, **on or before Friday, September 1, 2017 at 10:00 a.m.** for the following item:

**Design and Supply of playground equipment at the Charter Township of Van Buren Park
50901 S. I-94 Service Drive, Charter Township of Van Buren Township, MI**

**Park Playground Equipment to be delivered to the Charter Township of Van Buren
Park Pole Barn.**

(Mailing address: 50901 S. I-94 Service Drive, Belleville, MI 48111

The Charter Township of Van Buren is using Federal Community Development Block Grant (CDBG) funds for this project. Bids & Requests for Proposals for Township supplies and services can be found on the Township's website at www.vanburen-mi.org.

The bidder shall deliver (3) three copies (an original and two copies) of bid.

The Bidding Schedule is as follows:

<u>Date</u>	<u>Detail</u>
Monday, August 28, 2017	Bid Issued
Wednesday, August 30, 2017 by noon	Bidder Questions Due to Township.
Friday, September 1, 2017	Bid Due Date & Opening at 10:00 a.m.
Tuesday, Sept. 5, 2017	Selection of Contractor and Approval by Township.
Wednesday, Sept. 6, 2017	Notice of Award and Purchase Order Issued.
Wednesday, October 11, 2017	Playground Equipment <u>must</u> be delivered to Township Hall and accepted by Township Representatives.
Wednesday, October 11, 2017	Deadline to Submit Final Invoice to Township.

** The Charter Township of Van Buren reserves the right to not award a contract.*

For assistance or further information, contact Mr. David Potter, PE at (248) 324-4791 or dpotter@ftch.com .

Playground Equipment Specifications Play Structure and Swing Set

Project Introduction

The Charter Township of Van Buren is using federal funds for design and supply of playground equipment for the Van Buren Park Play Structure Improvements Project located at **50901 S. I-94 Service Drive**. The Charter Township of Van Buren reserves the right to not award a contract. Upon mutual agreement of the Charter Township of Van Buren, bidder, the specifications may change based on the Charter Township of Van Buren's desire to modify the play structure equipment in the best interest of the Charter Township of Van Buren.

General Questions

Please contact David Potter, PE at (248) 324-4791 or dpotter@ftch.com with any questions. Thank you for your interest in this project.

General Requirements

The provisions of the entire contract documents are hereby made a part of this section.

The successful bidder shall have included in their base bid, all of the general requirements as listed below and shall be prepared to make a presentation to the Charter Township of Van Buren's Board, if requested, and if selected be willing to work with the Charter Township of Van Buren to finalize any requested design changes to the base bid by addition or subtraction of the proposed elements to stay within the Charter Township of Van Buren project budget.

This item of work shall include the design and supply of a multi-tier ADA accessible play structure within an existing footprint of approximately 60' x 60' and a two-bay swing set.

- The project budget for the play structure and swing set is \$70,000.
- Ground and elevated activities appropriate for all levels of ability ages 5 to 12.
- The play structure shall have a Nature Theme.
- The swing set shall be a two-bay, four swings (two belt seats and two tot seats).
- All vertical posts shall be 5-inch OD.
- The bidder shall submit 2D Drawings, 3D Drawings, a parts list and specifications with the priced proposal.
- It is expected that the bidder has visited and made him/herself familiar with project site and its surroundings.

The installation, safety surface and restoration will be bid via a separate bid package. The play space surrounding and beneath the play structure shall be made of a playground safety surface consisting of certified mulch, and is not part of this bid package.

Play Components

Standards

Meet the requirements and recommendations of the applicable portions of the latest edition of Guidelines by the Consumer Product Safety Commission Publication No. 325, the latest edition of Standards by the American Society for Testing and Materials (ASTM Standard #1487) and the latest edition of the Americans with Disabilities Act Architectural Guidelines (ADAAG) as set forth in the Federal Register. Manufacturers of play equipment must be certified by the International Organization for Standardization (ISO) for 9001 – Quality Standards certifying manufacturer's processes and 14001 – Standards for Environmental Protection and Natural

Resource Preservation. All bidders' equipment must meet or exceed International Play Equipment Manufacturers Association (IPEMA) Certified.

Manufacturer - Basis of Design:

Miracle Recreation Equipment Company

Product Line: Kids Choice
Model: 714S509
Age Group: 5-12

Playworld Systems

Product Line: Playmakers, Club House Junction
Model: 500-1609
Age Group: 5-12

BCI Burke Company

Product Line: Natureplay
Model: NUNP-2371
Age Group: 5-12

BCI Burke Company

Product Line: Natureplay
Model: Nucleus NU-2021
Age Group: 5-12

Any manufacturer seeking approval must submit a written list of deviations, a 2-Dimensional and 3-Dimensional drawing of their proposed structure which includes the IPEMA certification and manufacturer's statement that proposed equipment conforms to the ADA accessibility Guidelines with a breakdown of total elevated components, elevated components accessible by transfer, and total accessible ground level components. Manufacturer must also submit ISO Certifications as stated above. Products manufactured in the USA are preferred.

Warranty

Bidders shall carry the following minimum warranties as listed below:

100-YEAR LIMITED WARRANTY

On all aluminum posts, stainless steel fasteners, clamps, beams and caps, against structural failure due to corrosion/natural deterioration or manufacturing defects, and on steel posts and arches against structural failure due to material or manufacturing defects.

15-YEAR LIMITED WARRANTY

On all plastic components, all steel components (except 100-year steel posts), climbers, decks and PVC coatings (except Wiggle Ladders, Chain Ladders and Swing Chain) against structural failure due to material or manufacturing defects.

10-YEAR LIMITED WARRANTY

On concrete products against structural failure due to natural deterioration or manufacturing defects. Does not cover minor chips, hairline cracks or efflorescence.

8-YEAR LIMITED WARRANTY

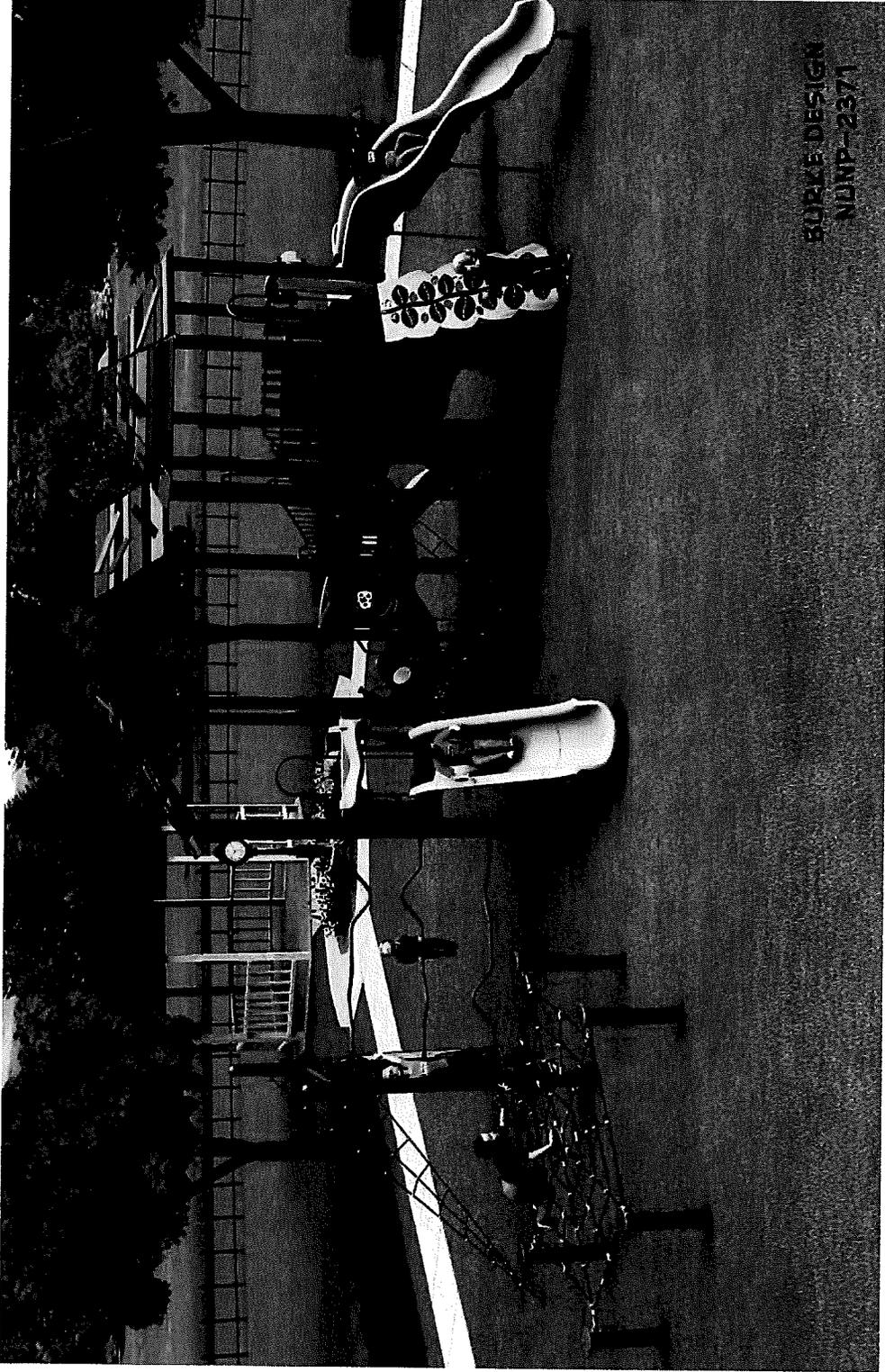
On "net" climbers and climbing cables against defects in materials or manufacturing defects. On fabric shade canopy fabric against failure from significant fading, deterioration, breakdown, mildew, outdoor heat, cold or discoloration. This warranty is limited to the specified design loads.

Submittals

The following is a list of mandatory submittals to be included within each proposal:

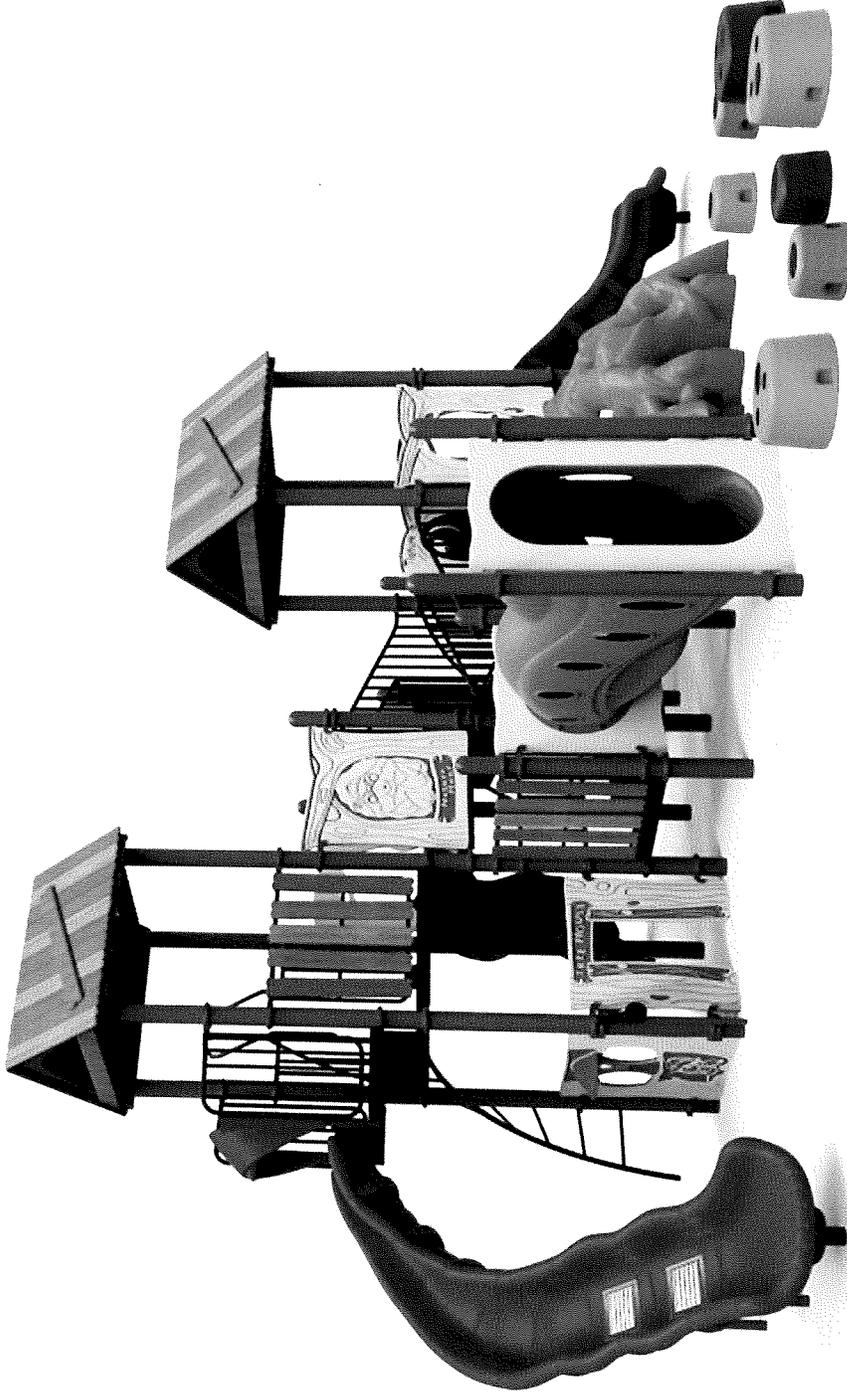
- A. Submit product data on all materials specified herein.
- B. Submit complete scaled layout drawings showing all dimensions and necessary details for each configuration including protective area or fall zone.
- C. Submit specifications for all proposed equipment.
- C. Submit colored 3-D drawings.
- D. Submit proof of warranty as specified herein.
- E. Submit a detailed list of any deviations from the specified product, if any.
- F. Submit IPEMA certification showing compliance with all applicable portions of the current ASTM F-1487 Standard.
- G. Submit documentation that the Playground Equipment Manufacturer is **ISO 9001** certified (Quality Management Standard).
- H. Submit documentation that the Playground Equipment Manufacturer is **ISO 14001** certified (Environmental Management Standard).
- I. Submit verification for where products are manufactured.
- J. Submit a list of bidder's certified playground equipment installers.
- K. Submit cost quotation on the completed bid forms provided.
- L. Submit CPSI Certifications for Bidder and Installers.
- M. Submit Insurance Certificates for the Bidder.

Burke



- Ages: 5-12
- Approximate List Price: \$59,789*
- ASTM Use Zone: 55' x 52'
- Capacity: 73
- Fall Height: 96"

Play World



Playmakers®
Clubhouse Junction

Product: 500-1609
\$53,754