

**CHARTER TOWNSHIP OF VAN BUREN BOARD OF TRUSTEES
MARCH 16, 2020 WORK STUDY MEETING 4:00 P.M.
TENTATIVE AGENDA**

ROLL CALL:

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

UNFINISHED BUSINESS:

NEW BUSINESS:

- 1. Discussion on Resolution 2020-08 the Hiring Policy Process.
- 2. Discussion on a one-year extension to the existing professional services agreement with Hydro Corp Inc. to provide inspection and other related services for enforcement of the SDWA mandated cross connection control program.
- 3. Discussion on the 10-year ground lease with The Habitat Company LLC to lease parcel 83 077 99 0002 007, the northeast corner of Beckley and Denton in Van Buren Township.

PUBLIC COMMENT:

ADJOURNMENT:

Charter Township of Van Buren

Agenda Item: 1

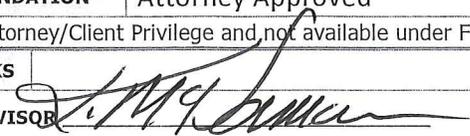
Work Study: March 16, 2020
Board Meeting Date: March 17, 2020

REQUEST FOR BOARD ACTION

<input checked="" type="checkbox"/> Consent Agenda	New Business	Unfinished Business	Public Hearing
ITEM (SUBJECT)	Resolution for Hiring Policy Process		
DEPARTMENT	Human Resources		
PRESENTER	Nicole Sumpter, Human Resource Director		
PHONE NUMBER	734.699.8900 ext. 9293		
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)			

Agenda topic

ACTION REQUESTED:	
<p>Discuss the Board of Trustees giving hiring authority to Personnel Director and his/or designee on their behalf through a resolution. By giving the authority to Human Resources for all full-time union, non-union (excluding Directors), part-time positions and internship the Township Board remains in compliance with the OMA 267 of 1976 without the interruption of day to day operation of interviewing employees.</p>	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
<p>The Township Board approves all positions during the annual budget process which includes union positions. The hiring policy document states the purpose and process for the Supervisor, Clerk, Treasurer, Directors and Deputy Directors to notify HR. The documents outlines the procedure for proper posting, interviewing and hiring for open positions that have been vacated and do not increase the headcount or departments budget.</p> <p>Open Meetings Act 267 of 1976 Section 15.268 Sec. 8 (f) Closed Sessions; permissible purpose reads: To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).</p>	

BUDGET IMPLICATION	
IMPLEMENTATION NEXT STEP	
DEPARTMENT RECOMMENDATION	Approval of Resolution
COMMITTEE/COMMISSION RECOMMENDATION	N/A
ATTORNEY RECOMMENDATION	Attorney Approved
(May be subject to Attorney/Client Privilege and not available under FOIA)	
ADDITIONAL REMARKS	
APPROVAL OF SUPERVISOR	

Charter Township of Van Buren

Resolution No. 2020 - _____

Whereas, the Charter Township of Van Buren has, on occasion found it necessary to hire new employees to perform certain duties on behalf of the Township; and

Whereas, the Township has the Township Supervisor as the Personnel Director and his/her designee the Human Resource ("HR") employee to assist in the hiring process; and

Whereas, the Township Board verifies that the Personnel Director or his/her designee has authority to hire employees as set forth in the attached Hiring Process document.

NOW THEREFORE, IT IS RESOLVED that the Charter Township of van Buren Board of Trustees hereby approves and adopts the Hiring Process document.

Approved on: _____, 2020

Certified a true copy:

Leon Wright, Clerk

Charter Township of Van Buren

Hiring Process

BOARD OF TRUSTEES APPROVAL

All full-time union, non-union, part-time positions and internships shall be originally approved by the Board of Trustees during the annual budget sessions. Vacancies on these positions shall be filled in accordance with the Hiring Process document, provided however that if the position being filled is not that of a Director, approval of the Personal Service Agreement by the Board is required.

In the event the employee position is new and adds to the head count that requires a budget adjustment, Board approval will be required.

Purpose

Van Buren Charter Township Human Resources (HR) is committed to employing, in its best judgement, the best qualified candidates for your departments while engaging in recruitment and selection practices that are in compliance with all applicable employment laws.

Directors initiate any action for an open position with HR including any recruitments efforts, advertising, interviewing. Precaution will be taken to ensure the Township provides the candidate with complete discretion and confidentiality as we move through this process.

Administrative Offices

Preparation

Supervisor, Clerk, Treasurer, Director or Deputy Director informs HR of a vacancy. A review of the current position is completed for changes and if a new description is necessary, all qualification and essential job functions will be identified. In addition please provide HR with the following, see job requisition form:

- Position Title
- Hours and Shifts
- Exempt or nonexempt status of the position
- Reason for Opening
- Any special recruitment advertising instructions

All new job descriptions must be submitted for approval to the Township Supervisor, Clerk and Treasurer before posting.

Intake Meetings

HR will arrange a meeting with the Director or Deputy Directors to discuss the recruiting strategy and establish expectations prior to posting the position.

Job Postings

Position will be posted both on the intranet and externally with sources appropriate for the position being filed. For example internet job boards, social media, newspapers and all other recruitment sites that are beneficial and cost effective. All collective bargaining unit requirements for union positions will be followed for internal postings. After the jobs will remain posted externally for 30 days or until the position is filled.

Recruitment/ Interviewing

The HR department will be responsible for tracking all applicants and retaining applications, background packets and resumes as required. HR works closely with the departments to screen applications and resumes for qualified candidates. Preliminary review of chosen applicants will be conducted by the Director and Deputy Directors.

- Once candidates are chosen an interviews panel is set up by the Director which includes HR. Development of interview questions and benchmarks will be completed and approved.

HR will place a hold on dates for interviewing. This may require several different dates being set aside depending on day and time considerations.

- The interviews are completed by the panel, they will discuss applicants and choose a candidate(s) to be hired.

Job Offers/Hiring

After a decision has been made to hire, the Director, Deputy Director or HR will make phone contact with candidate to schedule the final interview with the Director if needed. An offer of employment is given contingent upon satisfying the following conditions:

- Successful passing background checks which may include criminal history, credit history, driving record, psychological evaluation, drug screening, physical and any other relevant information for the job.

HR will pass along information to the Public Safety Administrative Assistant to have the backgrounds completed. HR will schedule the new hire paperwork completion, drug screening and physical.

Upon successfully passing all relevant testing and screening, HR will notify the Director or Deputy Director to complete the status change form which should include the following:

- Effective start date
- Rate of pay
- Department
- Signature of Director and Township Supervisor

HR will complete the process for new employee set up. This will include:

- Process of benefits and new hire web reporting.
- Sending completed Federal and State deduction forms and direct deposit forms to payroll.
- An I.T. notification of new user to set up identification swipe card, email address and all other technology based access. Once this is completed I.T. will send an email to the Director and HR. HR will then forward to Payroll to send accessmygov email for the set up username and password for the portal.

Police and Fire

Preparation

Director and Deputy Directors inform HR of a vacancy. A review of the current position is completed for changes and if a new description is necessary, all qualification and essential job functions will be identified. In addition please provide HR with the following:

- Position Title
- Hours and Shifts
- Exempt or nonexempt status of the position
- Reason for Opening
- Any special recruitment advertising instructions. For example MCOLES or Police and Fire Chief Websites

All new job descriptions must be submitted for approval to the Township Supervisor, Clerk and Treasurer before posting.

Intake Meetings

HR will arrange a meeting with the Director or Deputy Directors to discuss the recruiting strategy and establish expectations prior to posting the position.

Job Postings

Position will be posted both on the intranet and externally with sources appropriate for the position being filed. For example internet job boards, social media, newspapers and all other recruitment sites that are beneficial and cost effective. Jobs will remain posted for 30 days or until the position is filled.

Recruitment/ Interviewing

The HR department will be responsible for tracking all applicants and retaining applications, background packets and resumes as required. HR works closely with Director or Deputy Director to screen applications and resumes for qualified candidates. Preliminary review of chosen applicants will be conducted by the Director and Deputy Directors.

For Police Only:

- Candidates must take the EMPCO entry level law enforcement written test and pass with a minimum score of 70%. Candidates who pass the written test may move onto an oral board process.
- Once candidates are chosen to move on in the process, oral boards (Interviews panels) are set up with a group that includes HR and Police Department Command Officers. Development of interview questions and benchmarks will be completed and approved. HR will place a hold on dates for interviewing. This may require several different dates being set aside depending on day and time considerations.
- Scoring is completed by the interview panel and turned into the Director for review.
- Director and Deputy Director-Police discuss applicants from the interview panel in a Chief's meeting prior to sending for background checks. Selected candidates will move to the background process.

For Fire Only:

- HR forwards applications, background packets and resumes to the Deputy Director-Fire by way of the Public Safety Administrative Assistant.
- Deputy Director-Fire or assigned personnel runs a CLEMIS report for screening.
- Agility test is scheduled by Deputy Director-Fire or assigned personnel for applicants that pass CLEMIS and meet basic qualifications.
- Development of interview questions and benchmarks will be completed and approved. HR will place a hold on dates for interviewing. This may require several different dates being set aside depending on day and time considerations. A preliminary interview is conducted with HR and Deputy Director-Fire with potential candidates.
- Scoring is completed by the interview panel and turned into the Director for review.
- Director and Deputy Director-Fire discuss applicants in a Chief's meeting prior to sending for background checks.

Job Offers/Hiring

Candidates who pass their background checks may then move on to a Chief's interview with the Director and Deputy Director. When a decision is made to hire the candidate, the Director and Deputy Director will advise HR of their selection and will coordinate the conditional offer of employment. An offer of employment is given contingent upon satisfying the following conditions:

- Successful passing background checks which may include criminal history, credit history, driving record, psychological evaluation, drug screening, physical and any other relevant information for the job. (Police Candidates must also pass a firearms test).
- The Public Safety Administrative Assistant will contact the candidates to explain the process of setting up the psychological evaluation.
- HR will coordinate the drug screening and physical.

Upon successfully passing of psychological evaluation the Public Safety Administrative Assistant will forward applications and background packets to HR to schedule the new hire paperwork completion.

Upon successfully passing all relevant testing and screening, HR will notify the Public Safety Administrative Assistant to complete the status change form which should include the following:

- Effective start date
- Rate of pay
- Department
- Signature of Director

HR will complete the process for new employee set up. This will include:

- Process of benefits and new hire web reporting by HR.
- Sending completed Federal and State deduction forms and direct deposit forms to payroll.
- An I.T. notification of new user to set up identification swipe card, email address and all other technology based access. Once this is completed an email will be sent to Director and HR. HR will then forward to Payroll to send accessmygov email to set up username and password for the portal.

Director and Deputy Director set up swearing in with candidate and clerk's office and sends out an email inviting everyone to join and welcome the new Van Buren Charter Township employee.

Job Requisition Form

Date _____

Position Title _____

Department _____

Director _____

Full-time Part-time

Exempt Nonexempt

Salaried Hourly

Preferred Start Date: _____

Reason for Recruitment

(New or updated job descriptions must be attached for all positions.)

Replacement Position

Name of person being replaced _____

Have the duties of this position changed? Yes No

(If yes, provide details in position information section.)

Pay range _____

Reallocated Position *(reallocation of vacant, budgeted position within department)*

Name of current vacant position _____

Current pay range _____

Recommended pay range _____

Budgeted New Position *(job description attached)*

Budgeted pay range _____

Not budgeted/ New Position *(job description attached)*

Recommended pay range _____

Position Information/Justification

(Indicate what changes were made to job description or provide justification for new position.)

Special advertising/recruitment request: _____

Please return to Human Resources once completed

This section to be completed by HR only

Number of Resumes/Applications Received _____

Position Posting Start Date _____ **End Date** _____

Position not posted Internal Candidate Chosen:

Approval Township Supervisor McNamara _____

Township Clerk Wright _____

Township Treasurer Budd _____

Completed _____

HR Director

Date

Charter Township of Van Buren

Agenda Item 2

REQUEST FOR BOARD ACTION

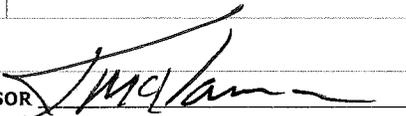
WORK STUDY MEETING DATE:
2020-03-16

BOARD MEETING DATE:
2020-03-17

Consent Agenda New Business Unfinished Business Public Hearing

ITEM (SUBJECT)	Hydro Corp (Cross Connection Inspection Services)
DEPARTMENT	Public Works
PRESENTER	Elizabeth Renaud, Executive Assistant
PHONE NUMBER	
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	James T. Taylor, Water & Sewer Director

Agenda topic

ACTION REQUESTED	
Recommend to the Township Board to approve a one (1) year extension to the existing Professional Services Agreement with Hydro Corp, Inc. to provide inspection and other related services for enforcement of the SDWA mandated Cross Connection Control Program.	
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	
This is a highly reputable company who has provided these services to the Township since 2008. A majority of Metro Detroit communities who outsource their cross connection program also utilize Hydro Corp for these same services. See attachments for more information.	
BUDGET IMPLICATION	Monthly payments of \$1,217.00 will be paid from Water Fund Account "Contracted Services" 592-536-819-000 beginning April 1, 2020 through April 1, 2021, totaling \$14,604.00
IMPLEMENTATION NEXT STEP	Approval by Township Board.
DEPARTMENT RECOMMENDATION	Approve the one (1) year contract extension for the amount of \$14,604.00
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

DEPARTMENT OF PUBLIC WORKS

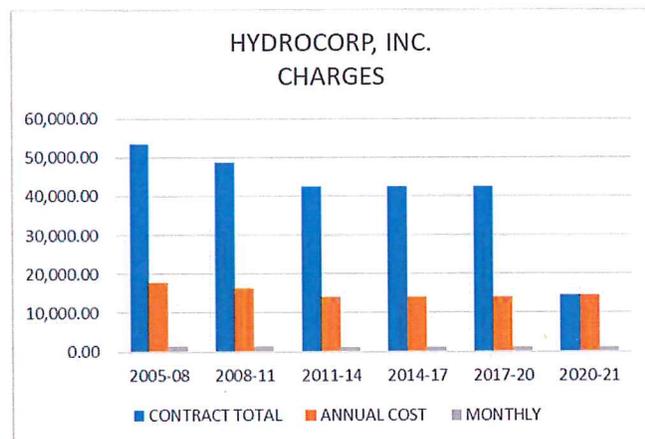
DATE: March 17, 2020
TO: Township Board of Trustees
FROM: Elizabeth Renaud, Executive Assistant / James T. Taylor, Water & Sewer Director
RE: Request for Board Action

Water & Sewer is submitting a request for a one-year (1) extension to the Professional Services Agreement with HydroCorp, Inc. to continue to provide services for the Van Buren Township Cross Connection Control Program. HydroCorp, Inc. is the premier company in southeast Michigan, used by many other communities in the Metro Detroit area. This proposal is based upon a total of 135 initial inspections, compliance inspections and re-inspections of commercial, industrial and township connections estimated at 430. There are currently 33 high hazard facilities and an estimated 392 low hazard facilities.

HydroCorp, Inc. has been the service provider in Cross Connection Control since 2005, since the mandated program was implemented in Van Buren Township. The company has provided us with the highest level of service, without a single complaint by a customer or business owner having ever been submitted to the Township. As HydroCorp, Inc. has become more familiar with the Township, their inspectors have established relationships with local business contacts which reduces the sense of government intrusion on to the private properties that are required to be inspected. Their service fees have also been responsibly applied, as we have seen a decrease in overall costs from previous contracts to the Township for the services provided.

Below is a historical chart of the contract total, annual, and monthly charges:

YEARS	CONTRACT TOTAL	ANNUAL COST	MONTHLY
2005-08	53,496.00	17,832.00	1,486.00
2008-11	48,600.00	16,220.00	1,350.00
2011-14	42,480.00	14,160.00	1,180.00
2014-17	42,480.00	14,160.00	1,180.00
2017-20	42,480.00	14,160.00	1,180.00
2020-21	14,604.00	14,604.00	1,217.00



MISSION STATEMENT

"The Van Buren Public Works Department is committed to a clean and safe environment, enhanced service delivery to its customers and protection of the significant public investment in the township's buildings and grounds, and water distribution and sanitary collection systems."

EXTENSION PROPOSAL

DEVELOPED FOR
Jim Taylor
Public Services Director
Van Buren Township

46425 Taylor Road
Belleville, MI 48111

February 17, 2020

KEEPING DRINKING WATER SAFE FOR INDUSTRIES AND MUNICIPALITIES

For over 30 years, HydroCorp™ has been dedicated to safe drinking water for companies and communities across North America. Fortune 500 firms, metropolitan centers, utilities, small towns and businesses – all rely on HydroCorp to protect their water systems, averting backflow contamination and the acute health risks and financial liabilities it incurs.

HYDR  **CORP.**
THE SAFE WATER AUTHORITY™

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



MICHIGAN CORPORATE OFFICE
5700 Crooks Road, Suite 100
Troy, MI 48098
800.690.6651 TOLL FREE
248.250.5000 PHONE
248.786.1788 FAX GENERAL
info@hydrocorpinc.com EMAIL



SCOPE OF WORK3

COUNTERPARTS/SIGNATURE PAGE.....4

NON-DISCRIMINATION POLICY.....5



SCOPE OF WORK

In accordance with section 4.2 of our current contract, HydroCorp™ will provide the following services to the Charter Township of Van Buren. This project is a continued effort for an ongoing Cross-Connection Control Program and will provide the Township with the necessary data and information to maintain compliance with the Michigan Department of Environment, Great Lakes and Energy (EGLE) Water Bureau Cross Connection Control Regulations. All terms and deliverables as described in the original contract shall remain as stated, including but not limited to the following scope of work:

1. Annually, perform a minimum of **135** initial inspections, compliance inspections, and re-inspections at individual industrial, commercial, institutional facilities and miscellaneous water users within the Township served by the public water supply for cross-connections. Inspections will be conducted in accordance with the EGLE Water Bureau Cross Connection Control regulations.
2. Generate all backflow prevention assembly test notices, non-compliance notices and coordinate/monitor backflow prevention assembly testing compliance for all backflow prevention assemblies.
3. Perform administrative functions including: answering water user telephone calls, scheduling of inspections, mailing of all notices, verification of backflow prevention assembly tester credentials & proper testing results and general customer service and program education inquiries.
4. Generate and document the required program data for the facilities using the HydroCorp Software Data Management Program.
5. Submit comprehensive management reports on a quarterly basis.
6. Conduct an annual review meeting to discuss overall program status and recommendations.
7. Provide up to six- (6) ASSE approved hose bibb vacuum breakers or anti-frost hose bibb vacuum breakers, (i.e. combination) per facility as required, in order to place a facility into immediate compliance at the time of inspection.
8. Prepare the annual State of Michigan, EGLE Water Bureau Cross Connection Report.
9. Assist the Township with a community wide public relations program including general awareness brochures and customized web site cross connection control program overview content and resources.
10. Provide ongoing support via phone, fax, internet, text or email.

The above services will be provided for:

Monthly Amount: \$ 1,217.00	Annual Amount: \$ 14,604.00	Contract Total: \$ 14,604.00
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Contract Amount is based upon a 12-month period. HydroCorp will invoice in 12 equal amounts of \$ 1,217.00



COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

NOTICES. All notices, requests, demands, payments and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or sent by nationally recognized overnight carrier, or mailed by certified mail, postage prepaid, return receipt requested, as follows:

If to HydroCorp:
HydroCorp
c/o Mark Martin
5700 Crooks Road, Ste. 100
Troy, MI 48337
(248) 250-5003

If to Utility:
Jim Taylor
Public Services Director
Van Buren Township
46425 Tyler Road
Belleville, MI 48111

SIGNATURES

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

Van Buren Township

By:
Title:

HydroCorp

By: Paul M. Patterson
Its: Vice President



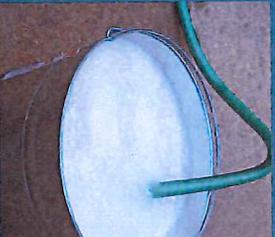
INSIGHTS TO PROTECT YOUR DRINKING WATER

DO...

- Ensure that lawn irrigation systems have proper backflow protection. Backflow Prevention Assemblies must be tested at appropriate intervals by a certified tester, as required by your local water provider and plumbing codes.
- Verify and install a simple hose bibb vacuum breaker on all threaded faucets around your home.
- Make sure water treatment devices such as water softeners have the proper "air gap", which is a minimum of one inch above any drain.

DON'T...

- Submerge hoses in buckets, pools, tubs, sinks or ponds.
- Use spray attachments without a backflow prevention device.
- Connect waste pipes from water softeners or other treatment systems directly to the sewer or submerged drain pipe. Always be sure there is a one-inch "air gap" separation.



DID YOU KNOW...

Your water can become contaminated if connections to your plumbing system are not properly protected! The purpose of the local Cross-Connection Control Program is to ensure that everyone in the community has safe, clean drinking water.

PUBLIC HEALTH & SAFETY....

To avoid contamination, backflow preventers are required by state plumbing codes wherever there is an actual or potential hazard for a cross-connection. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) requires all public water suppliers to maintain an on-going Cross-Connection Control Program involving public education, onsite inspections, and if required, corrective actions by building and home owners.

For more detailed information about cross-connection control and backflow prevention in Michigan, please visit www.hydrocorpinc.com/residential

YOUR ADDRESS

123 Sample Dr.
Sample, MI 12345
555.555.5555 PHONE

www.sample.com



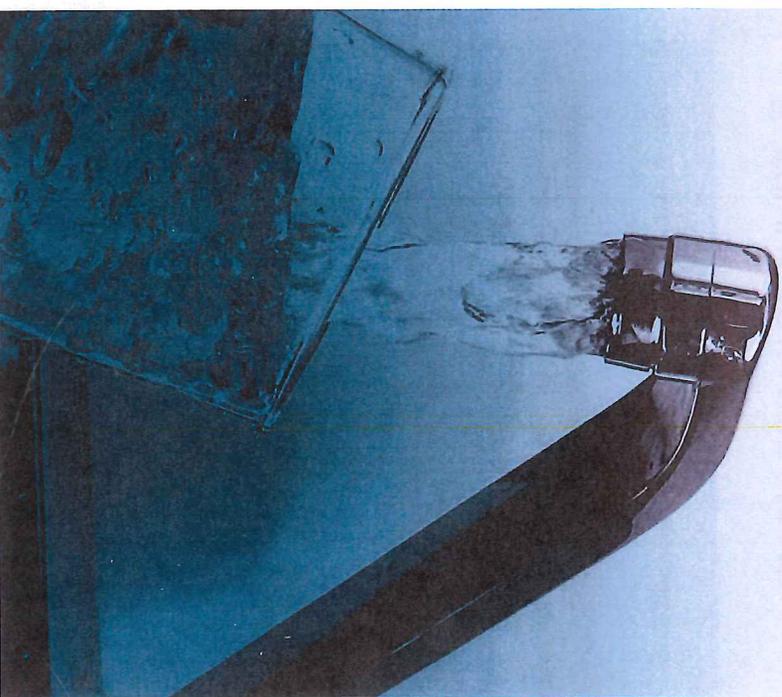
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PROTECTING THE SAFETY OF YOUR HOME'S DRINKING WATER

From the Hazards of Cross-Connections and Backflow

MICHIGAN



What is a Cross Connection?

A cross-connection is an actual or potential connection between the safe drinking water (potable) supply and a source of contamination or pollution.

BACKSPHONAGE

May occur due to a loss of pressure in the municipal water system during a fire fighting emergency, a water main break or system repair. This creates a siphon in your plumbing system which can draw water out of a sink or bucket and back into your water or the public water system.

State plumbing codes require approved backflow prevention methods to be installed at every point of potable water connection and use. Cross-Connections must be properly protected or eliminated.

HOW DOES

CONTAMINATION OCCUR?

When you turn on your faucet, you expect the water to be as safe as when it left the treatment plant. However, certain hydraulic conditions left unprotected within your plumbing system may allow hazardous substances to contaminate your own drinking water or even the public water supply.

an unprotected cross-connection.

Water normally flows in one direction. However, under certain conditions, water can actually flow backwards; this is known as Backflow. There are two situations that can cause water to flow backward: backsiphonage and backpressure.



Minimum 1" air gap between highest potential water level and any faucets or shower fixtures

BATHTUB & SHOWER FIXTURES

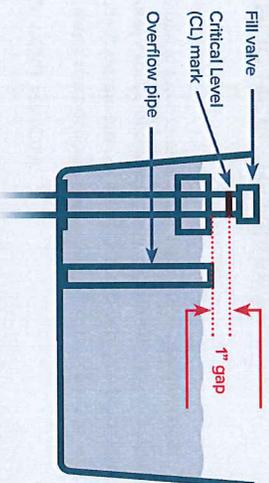
A hand-held shower fixture is compliant if:

- When shower head is hanging freely, it is at least 1" above top of the flood level rim of the bathtub
- Complies with ASSE#1014
- Has the ASME code A112.18.1 stamped on the handle

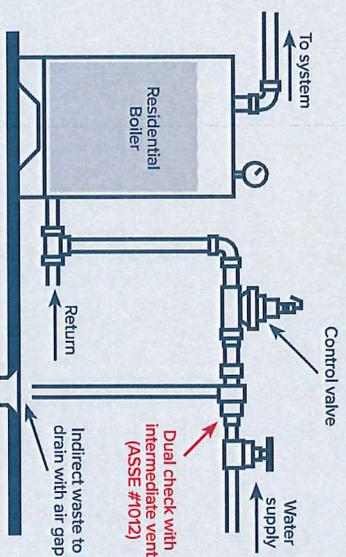
TOILET TANKS

There are many unapproved toilet tank fill valve products sold at common retailers which do not meet the state plumbing code requirements for backflow prevention.

- Look for the ASSE #1002 Standard symbol on the device and packaging.
- Replace any unapproved devices with an ASSE #1002 approved anti-siphon fill valve device.
- Verify overflow tube is one inch below critical level (CL) marking on the fill valve.



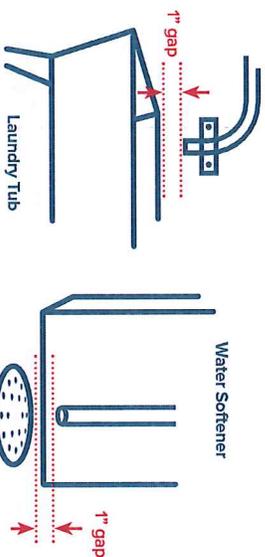
BOILERS



Boilers with chemical additives require an ASSE #1013 - Reduced Pressure Principle Backflow Prevention Assembly.

ELSEWHERE IN THE HOME

Always maintain an air gap of at least 1 inch between the end of drain hoses and the highest potential water level.



HOME EXTERIOR

Verify all outside faucets are protected with a hose bibb vacuum breaker of the ASSE-certified types shown below.



ASSE #1011



ASSE #1011 Frost-Free



ASSE #1019

Charter Township of Van Buren

Agenda Item: 3

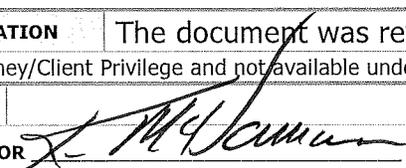
REQUEST FOR BOARD ACTION

Work Study Date: 03/16/2020
Board Meeting: 04/07/2020

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

ITEM (SUBJECT)	Granting approval of the 10 year Ground Lease with The Habitat Company LLC, to lease parcel 83 077 99 0002 007, the northeast corner of Beckley and Denton in Van Buren Township, Michigan 48111
DEPARTMENT	Planning
PRESENTER	Matthew R. Best, Director of Public Services
PHONE NUMBER	(734) 699-8913
INDIVIDUALS IN ATTENDANCE (OTHER THAN PRESENTER)	Elizabeth Renaud, Executive Assistant to the Public Services Director

Agenda topic

ACTION REQUESTED	Granting approval of the 10 year Ground Lease with The Habitat Company LLC, to lease parcel 83 077 99 0002 007, the northeast corner of Beckley and Denton in Van Buren Township, Michigan 48111
BACKGROUND – (SUPPORTING AND REFERENCE DATA, INCLUDE ATTACHMENTS)	This agreement designates that the Township will restore the courts and parking lot and then operate recreation programs on the parcel (4 Pickleball Courts.) See attached memo for additional information.
BUDGET IMPLICATION	\$10.00 over ten years for the Lease
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	
APPROVAL OF SUPERVISOR	



VAN BUREN
CHARTER TOWNSHIP

MEMO

TO: Township Board of Trustees
 FROM: Matthew R. Best – Director of Public Services
 RE: Harbour Club Tennis Courts
 DATE: March 9, 2020

PROJECT BACKGROUND

The current tennis courts at Denton Road and Beckley have been closed due to the condition of the facility. Staff, under the direction of the Supervisor’s Office, investigated the feasibility of the Township leasing the property, renovating the existing tennis courts and resurfacing the parking lot. This investigation lead to a draft proposal, presented below, that allows a 10-year lease of the property with the construction of new outdoor pickleball courts and parking lot for an estimated \$185,000.00.

After discussions with the tennis court property owner, The Habitat Company LLC, a draft agreement to lease the property for 10 years was proposed (see attached.) The Habitat Company LLC would lease the property for a dollar per year. The tennis courts would be converted to pickleball courts and the parking lot restored by a contractor selected by Van Buren Township.

Van Buren Parks and Recreation Department would program use at the Pickleball Courts as part of the Parks system. Outdoor pickleball leagues could be developed as well as drop in play. Harbour Club residents would be specifically scheduled time for a league if they requested.

The lease is a standard property lease that has been reviewed and approved by the Township Attorney. If this contract is approved to be signed, Staff will move forward to bid the restoration work. If approved, this project is anticipated to be completed by the end of July 2020.

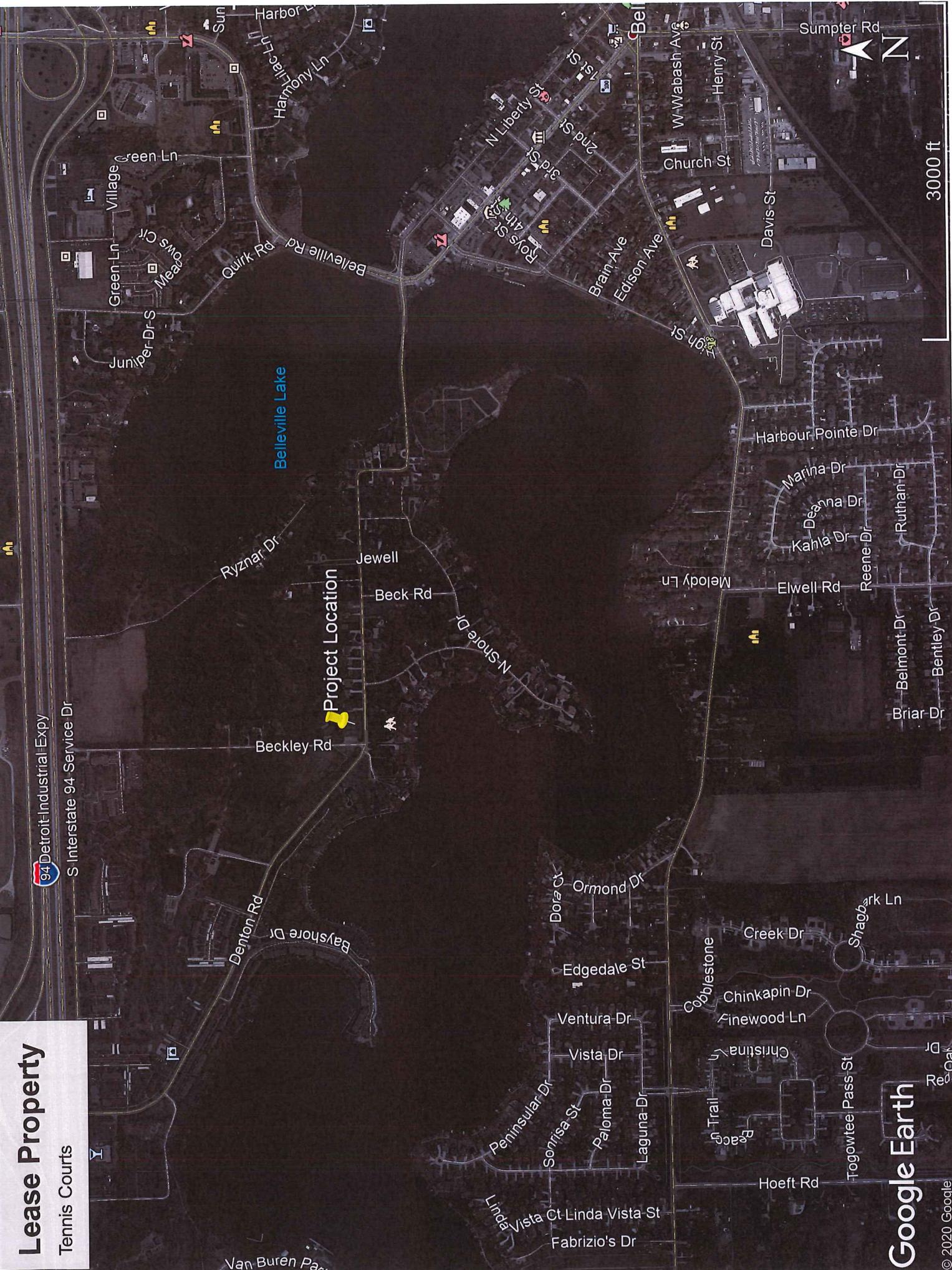
PHASING PLAN & NEXT STEPS

PHASE 0	PROJECT DISCOVERY & DESIGN
Second Half of 2019	Negotiations with The Habitat Company / Gather input from Township Board
March 2020	Bring Lease to Board of Trustees for Approval
April 2020	Develop Specifications / Bid Designs Out
May 2020	Township Board Approval of Contract for Construction
PHASE 1	PROJECT IMPLEMENTATION
Summer 2020	Installation of Courts and Parking Area.

Lease Property

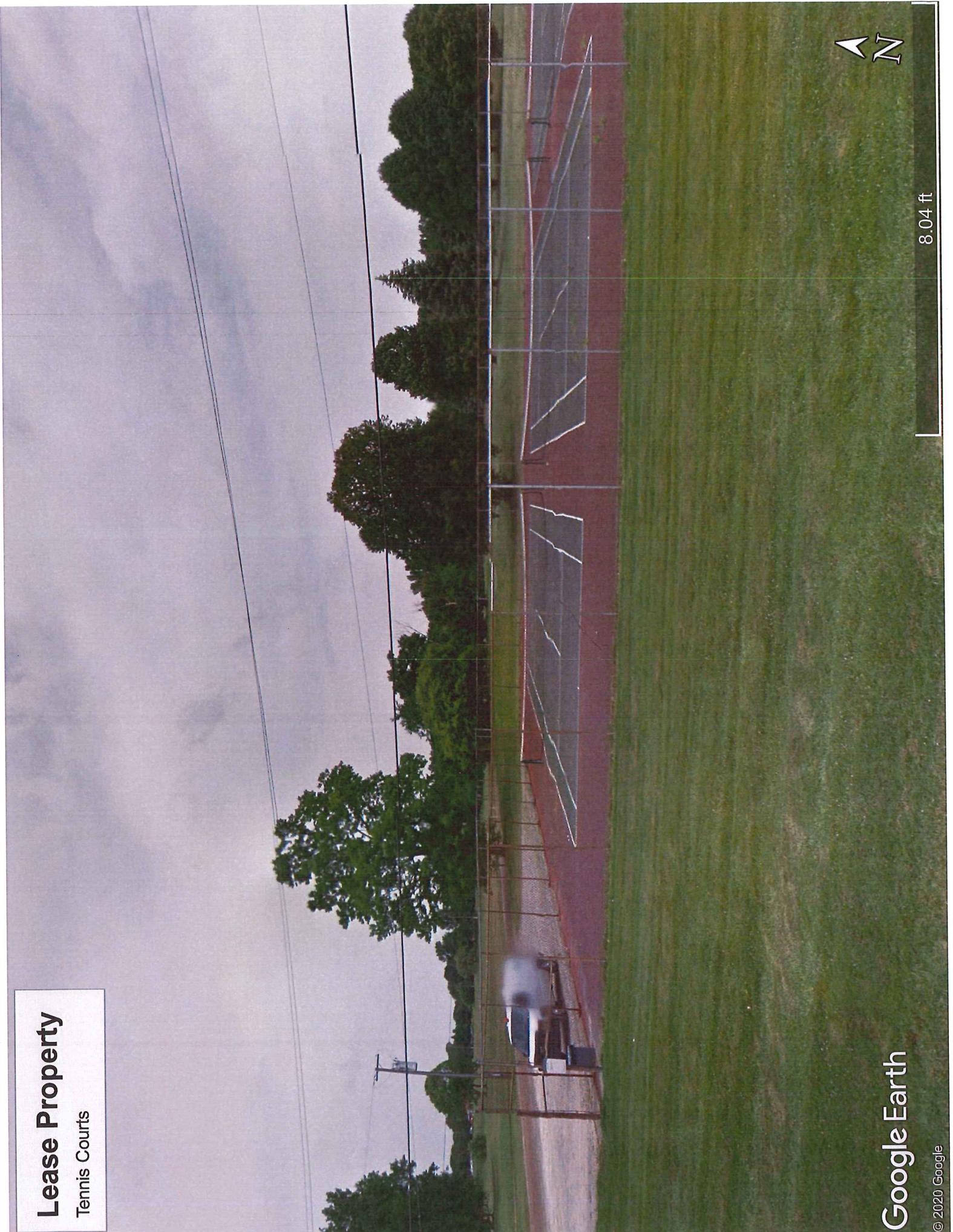
Tennis Courts

Project Location



Lease Property

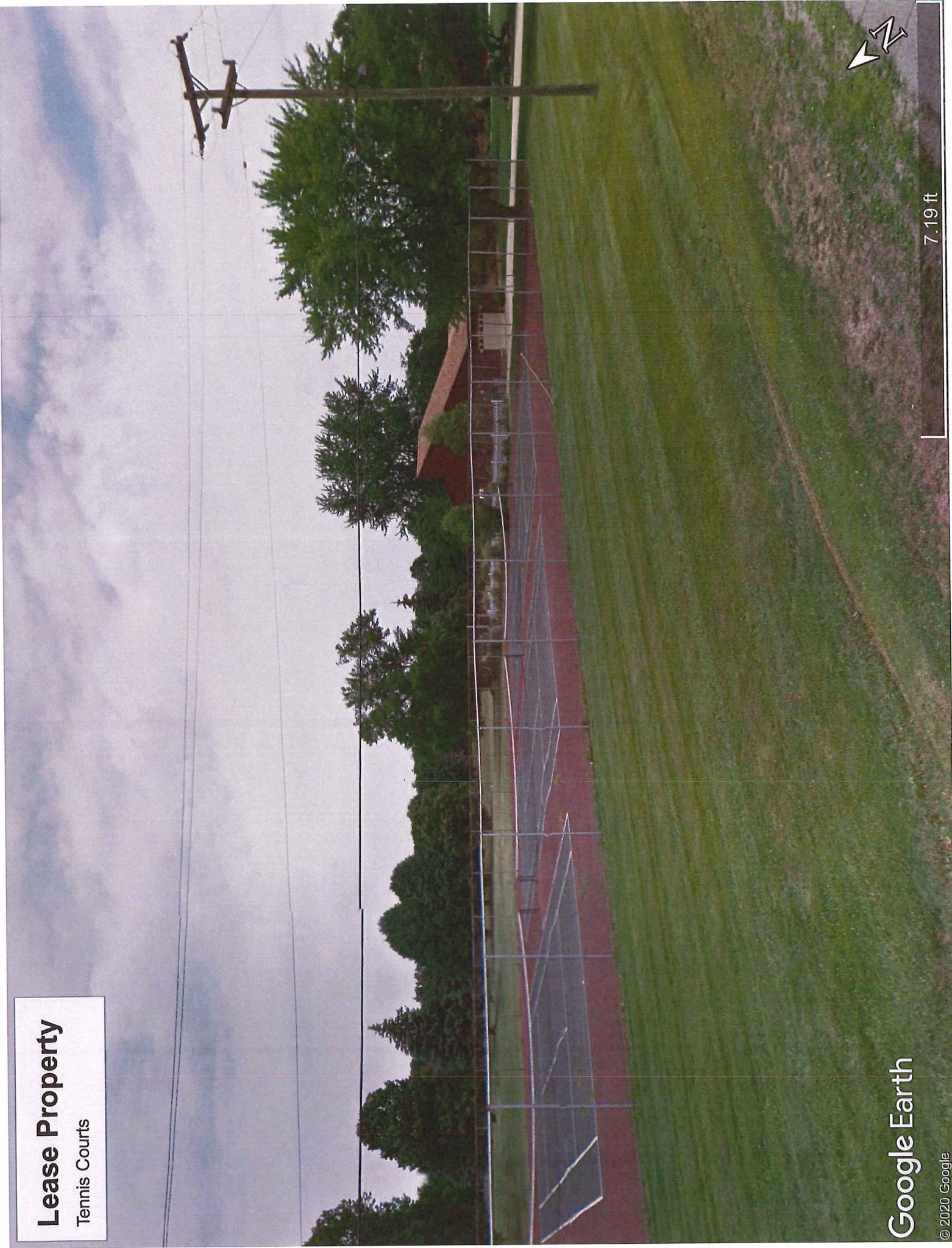
Tennis Courts



8.04 ft

Lease Property

Tennis Courts



7.19 ft

Real Estate Summary Sheet

Information herein deemed reliable but not guaranteed

10/30/2019 12:33 PM

Parcel:	83 077 99 0002 007	Current Class:	201.COMMERCIAL IMPROVED
Owner's Name:	G & I IX HARBOUR CLUB PROPERTY LL	Previous Class:	201.COMMERCIAL IMPROVED
Property Address:	BECKLEY RD VAN BUREN TOWNSHIP, MI 48111	Gov. Unit:	83 VAN BUREN TOWNSHIP
		MAP #	
		School:	82430 83-VAN BUREN
		Neighborhood:	03012 COMMERCIAL APT
Liber/Page:		Created:	//
Split:	//	Active:	Active
Public Impr.:	Paved Road, Water, Sewer, Electric, Gas		
Topography:	Level, Landscaped		
Mailing Address:	Description:		
G & I IX HARBOUR CLUB PROPERTY LLC DRA ADVISORS LLC 220 EAST 42ND STREET, 27TH FLOOR NEW YORK NY 10017	20B1C2 W 275FT OF THAT PT OF NE 1/4 SEC 20 T3S R8E DESC AS BEG AT E 1/4 COR SEC 20 TH S89DEG 31M 40S W 1284.20FT TH N0DEG 03M 45S W 203 FT TH N89DEG 31M 40S E 1284FT TH S0DEG 07M 09S E 203FT TO POB 1.28 ACRES		

Most Recent Sale Information

Sold on 04/17/2019 for 79,000,000 by HARBOUR DETROIT SQUARE, LLC.

Terms of Sale: 19-MULTI PARCEL SALE

Liber/Page:

Most Recent Permit Information

None Found

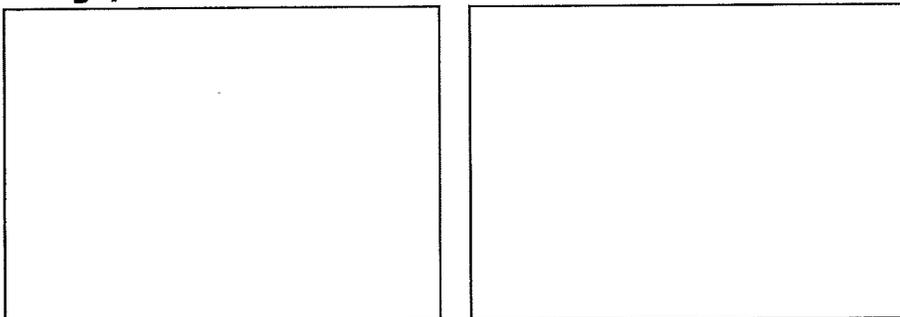
Physical Property Characteristics

2020 S.E.V.:	Tentative	2020 Taxable:	Tentative	Lot Dimensions:	
2019 S.E.V.:	51,600	2019 Taxable:	51,600	Acreage:	0.90
Zoning:	R1B	Land Value:	Tentative	Frontage:	0.0
PRE:	0.000	Land Impr. Value:	Tentative	Average Depth:	0.0

Improvement Data

None

Image/Sketch



GROUND LEASE

THIS GROUND LEASE (the "Lease") is made and entered into as of the ____ day of March, 2020, by and between **G&I IX Harbour Club Property LLC**, a Delaware limited liability company, whose address is c/o DRA Advisors, 220 East 42nd Street, 27th Floor, New York, NY 10017 (the "**LANDLORD**"), and the **Charter Township of Van Buren** (Michigan) whose address is 46425 Tyler Road, Van Buren, MI 48111 (the "**TENANT**").

WITNESSETH:

WHEREAS, LANDLORD is the owner of a certain parcel of real estate, as more fully described in **Exhibit A** attached hereto (the "Premises"); and

WHEREAS, TENANT wishes to lease the Premises from **LANDLORD** for the purpose of developing tennis courts, parking, fencing and related improvements on the Premises, and **LANDLORD** wishes to lease the Premises to **TENANT** for such purposes.

NOW THEREFORE, in consideration of the rents reserved and the mutual covenants and promises contained herein, the parties agree as follows:

1. The Premises.

LANDLORD hereby leases the Premises to **TENANT**, and **TENANT** hereby rents the Premises from **LANDLORD**, together with all parking, roadway, and site improvements now on or hereafter constructed on the Premises, and all appurtenances, rights, easements and privileges pertaining to the Premises, all upon the terms and conditions hereinafter set forth.

2. Term.

A. The Term of this Lease shall commence on March ____, 2020 (the "Commencement

Date”), and shall continue for a term of ten (10) years, unless extended or earlier terminated as hereinafter provided.

B. **TENANT** is hereby given the option to extend the Term of this Lease for an additional period of two (2) years (the “First Option Period”), as follows:

(i) The First Option Period shall be on the same conditions as in this Lease provided.

(ii) If **TENANT** shall elect to exercise its option for the First Option Period, **TENANT** shall do so by written notice to the **LANDLORD** in writing, at least six (6) months before the expiration of the Term of this Lease, provided that at the time the notice hereinabove referred to is given and at the time the First Option Period commences, **TENANT** is not materially in default of any terms of this Lease.

C. **TENANT** is hereby given the option to extend the Term of this Lease for an additional period of two (2) years (the “Second Option Period”), as follows:

(i) The Second Option Period shall be on the same conditions as in this Lease provided.

(ii) If **TENANT** shall elect to exercise its option for the Second Option Period, **TENANT** shall do so by written notice to the **LANDLORD** in writing, at least six (6) months before the expiration of the First Option Period of this Lease, provided that at

the time the notice hereinabove referred to is given and at the time the Second Option Period commences, **TENANT** is not materially in default of any terms of this Lease.

3. Short Form or Memorandum of Lease.

The parties hereto agree that, at the request of either party, **LANDLORD** and **TENANT** will execute and deliver to the requesting party for recording a short form or Memorandum of Lease in recordable form setting forth, among other things, the names and addresses of the parties, a reference to this Lease and its date, the description of the Premises, the date of the commencement and termination of this Lease, and such other information as either party may reasonably request or be required in order to give appropriate notice pursuant to the applicable recording statutes.

4. Rent.

A. **TENANT** covenants and agrees to pay to **LANDLORD**, beginning upon the Rental Commencement Date as hereinafter defined, annual rent in the amount of One Dollar and No Cents (\$1.00), payable in full and in advance for the first twelve (12) months of the Term, and in equal annual installments of One Dollar and No Cents (\$1.00) per year, on or before the first day of each anniversary of the Rental Commencement Date hereof through the last month of the Term, at the address of **LANDLORD** set forth above, or at such other place or places as **LANDLORD** shall from time to time designate in writing, without demand except as in this Lease otherwise specifically provided.

B. The Rental Commencement Date for the Term of this Lease shall be the

Commencement Date as set forth in Paragraph 2A above.

5. Use.

A. **TENANT** shall have the exclusive right to develop, occupy and conduct its recreational usage of tennis courts and/or pickle ball courts, painting of fencing, resurfacing of the parking lot and related improvements (collectively, the "Improvements") on the Premises. **TENANT** agrees and acknowledges that the residents of Harbour Club Apartments shall be granted access to the Premises and have the right to use the Improvements, once completed by **TENANT**, in accordance with any applicable rules promulgated by **TENANT** (which shall be reviewed and approved by **LANDLORD** in accordance with Paragraph 26 set forth below).

B. **TENANT** shall complete the Improvements to the Premises within six (6) months of the Commencement Date.

6. Assignment and Subletting.

TENANT shall not assign, sublease, transfer or encumber any interest in this Lease without the prior review and written consent of **LANDLORD**, which consent shall not be unreasonably withheld, conditioned or delayed by **LANDLORD**.

7. Maintenance and Utility Charges.

TENANT and **LANDLORD** agree to improve, maintain and/or repair, the Premises at **TENANT's** and **LANDLORD'S** sole expenses follows:

- A. **LANDLORD** shall be responsible for regular cutting of the grass during the period of April through October each year.
- B. **TENANT** shall be responsible for payment of real estate taxes on the Premises, all

utility charges for and maintenance of the Improvements.

8. Liability Insurance.

A. **TENANT** covenants and agrees, at its sole cost and expense, to keep and continuously maintain in full force and effect for the mutual benefit of **LANDLORD, TENANT,** and all other parties as **TENANT** may elect, comprehensive liability insurance against claims for damage to persons or property arising out of the use and occupancy of the Premises or any part or parts thereof with single combined limits of liability, as set forth in **Exhibit B** attached hereto. A copy of certificate of such insurance, naming **LANDLORD** as an additional insured, shall be furnished to **LANDLORD** upon execution of this Lease and annually. **TENANT** agrees that **TENANT** shall not be permitted access to the Premises to and until such Certificate of Insurance shall have been provided to **LANDLORD**. Each such policy of insurance shall contain an agreement by the insurer, if obtainable, that such policy shall not be cancelled without thirty (30) days prior written notice to the **LANDLORD**. If such agreement with insurer is not obtainable, then **TENANT** shall provide **LANDLORD** with such thirty (30) day notice of cancellation of **TENANT'S** insurance policy to **LANDLORD**.

B. All insurance provided for in this paragraph may be in the form of a general coverage, floater policy or so-called blanket policies which may be furnished by **TENANT** or any related entity.

C. **TENANT's** failure to maintain insurance and to pay the premiums on all such policies as they become due and payable, and to deliver all such certificates of insurance to **LANDLORD** within the time hereinabove limited, shall constitute a default by **TENANT** under

the terms of this Lease. In such event, **LANDLORD** shall have the right, without being obligated to do so, to obtain such insurance and pay the premiums therefor, and all such premiums paid by **LANDLORD** shall be repaid to **LANDLORD** on demand as additional rent, and **TENANT's** failure to repay the same as aforesaid shall constitute a default under this Lease.

D. Intentionally deleted.

9. Indemnity by **TENANT**.

TENANT covenants and agrees to the extent allowed by applicable law, that during the term of this Lease, **LANDLORD** shall not be liable or responsible for damages for any personal injury or injuries, death, damages, or losses to any person or property that may be suffered or sustained by **TENANT** or subtenants or any of their respective agents, servants, employees, patrons, customers, invitees, visitors, licensees, departments, and concessionaires, or by any other person or persons in, or on the Premises or any part thereof, arising from **TENANT's** failure to keep (or cause to be kept) the Premises and the Improvements in good condition and repair, or arising from the use or occupancy of the Premises by **TENANT**, except as to **LANDLORD's** negligent acts or omissions. **TENANT** covenants and agrees to the extent permitted by applicable law, to indemnify and save **LANDLORD** harmless from and against any and all liability, costs and expenses from damages, losses, injuries, or death to persons or damages for losses to the Premises which may be imposed upon or incurred by or asserted against **LANDLORD** as to any of the matters set forth in this paragraph, except as to **LANDLORD's** negligent acts or omissions.

10. Construction and Improvements.

TENANT represents that it is intended that the Premises will be developed as tennis courts

and/or pickle ball courts for recreational usage. Any and all of the Improvements to be undertaken by **TENANT** shall be subject to the prior review and written approval by **LANDLORD**, which approval shall not be unreasonably withheld, conditioned or delayed by **LANDLORD**.

11. Compliance with Laws.

TENANT covenants and agrees that during the Term of this Lease and any extensions thereof, **TENANT** shall comply with all present and future laws, ordinances, orders, rules, regulations, and requirements of all governmental authorities having jurisdiction over the Premises. **TENANT** shall have the right to contest by appropriate legal proceedings and without cost or expense to **LANDLORD**, any law, ordinance, order, rule, or regulation applicable to the Premises and/or Improvements, and **TENANT** shall have the right to delay observance thereof, and compliance therewith until such contest is finally determined.

12. Surrender.

Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon termination of **TENANT's** right to possession of the Premises, **TENANT** will at once surrender and deliver up the Premises, together with all improvements thereon, to **LANDLORD**, reasonable wear and tear expected.

13. Eminent Domain

A. If the entire Premises shall be taken by the exercise of the right of eminent domain for any public or quasi-public improvements or use, this Lease and the Term hereby granted shall then expire on the date when title to the Premises so taken shall vest in the appropriate authority or on the date before the date when possession is required to be surrendered, whichever is later.

B. If any portion of the Premises shall be so taken as to make the intended development unusable in **TENANT's** and **LANDLORD'S** mutual determination, then **TENANT** shall have the right to cancel or terminate this Lease on twenty (20) days' written notice to **LANDLORD** to be given after the date when title to the portion(s) so taken shall vest in the appropriate authority or on the date before the date when physical possession is required to be surrendered, whichever is later.

C. On such entire or partial taking, **LANDLORD** and **TENANT** shall pursue, in their respective individual and separate names and rights, unless otherwise required by law, such remedies and make such claims as they may have against the authority exercising such right of eminent domain or other lawful taking as if this Lease and the Term hereof had not expired, and each party shall be entitled to their separate awards therefrom.

14. Signs.

TENANT may, without cost or expense to **LANDLORD**, at any time and from time to time, place or permit to be placed, traffic control and directional signs, informational signs, advertising signs, and the like, in, on or about the Premises, subject to **LANDLORD'S** prior review and written approval of any such signage and its placement, which approval shall not be unreasonably withheld, conditioned or delayed.

15. Environmental Indemnity.

A. **LANDLORD** represents and warrants that, to the best of its knowledge, the Premises is not presently contaminated by any pollutant, contaminant or hazardous substance. **LANDLORD** hereby indemnifies and agrees to the extent allowed by applicable law, to hold

TENANT harmless from any cost, loss, cause of action, governmental enforcement action, expense, claim, liability or proceeding whatsoever, including attorneys' fees and expenses and investigation expenses, resulting from any release, generation, storage, use or treatment of any pollutant, contaminant or hazardous substance in or upon the leased Premises by **LANDLORD**, its predecessors, employees or contractors.

B. **TENANT** hereby indemnifies and agrees to the extent allowed by applicable law, to hold **LANDLORD** harmless from any cost, loss, cause of action, governmental enforcement action, expense, claim, liability or proceeding whatsoever, including attorneys' fees and expenses, and investigation expenses, resulting from any release, generation, storage, use or treatment of any pollutant, contaminant or hazardous substance in or upon the leased Premises by **TENANT**, its agents, employees or contractors. **LANDLORD** reserves the right to enter upon and inspect the Premises at any reasonable time and upon reasonable notice. **LANDLORD** may cause an environmental audit of the Premises to be made at any time by a professional environmental engineer. If it is determined that **TENANT** has polluted or contaminated the Premises, **TENANT** shall reimburse **LANDLORD** for the cost of all such audits and shall, at its own cost, implement all remedial and clean-up measures recommended under the environmental audit, or as may be directed by any governmental authority.

16. Force Majeure.

In the event **LANDLORD** or **TENANT** is delayed or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other

reason of a like nature not the fault of **TENANT** or **LANDLORD**, then the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the delay.

17. Relationship of Parties.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, by the parties hereto, it being understood and agreed that no provision contained in this Lease or any acts of the parties hereto shall be deemed to create any relationship other than the relationship of landlord and tenant.

18. Captions.

The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

19. Severability.

If any provision of this Lease shall to any extent be held invalid or unenforceable, the remaining provisions shall not be affected thereby, but each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

20. Law Applicable.

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.

21. **TENANT's** Right of First Refusal.

LANDLORD agrees that if at any time during any term of this Lease **LANDLORD** receives a bona fide offer to purchase the Premises from a third party or parties, **TENANT** shall have the right of first refusal with respect to any such offer as hereinafter set forth. If **LANDLORD** receives a written offer or makes an offer to sell as above set forth, **TENANT** shall have the option, to be exercised within thirty (30) days after receipt by **TENANT** of written notice of the terms of such written offer received by **LANDLORD**, to enter into such contract, on the same terms and conditions as said written offer to purchase or offer to sell. **LANDLORD** shall submit a duplicate original of the contract for **TENANT**, executed by **LANDLORD**, embodying all of the terms and conditions of said written offer received by **LANDLORD** to **TENANT**. If after the receipt of such notice, **TENANT** shall fail to exercise its option by signing and returning the contract with **TENANT** to **LANDLORD** within the thirty (30) day period, together with the down payment therein provided, **LANDLORD** shall have the right to conclude the proposed sale with the third party or parties on the same terms, and no other, as in the written offer (or contract) originally provided to **TENANT**. Notwithstanding **TENANT**'s failure to exercise such option, if the proposed sale is not consummated, **TENANT** shall have the right of first refusal with respect to any subsequent offers to the same extent as if said prior offer had never been made.

22. Brokerage.

LANDLORD and **TENANT** each warrant to the other that they have no brokerage commission due in connection with this Lease.

23. Holdover.

If the **TENANT** shall hold over as a tenant after the expiration of the Term, and there is no

extension by virtue of any option granted herein or any other written agreement of the parties, then such tenancy shall be deemed to be on a month-to-month basis.

24. Right to Perform for Other Party.

If either **LANDLORD** or **TENANT** shall, after the notice and demand called for in this Lease, fail to perform any covenant, condition, or other obligation on its part to be performed under this Lease, the other party may do so on behalf of and at the cost and expense of the party so failing to perform (with such non-performing party immediately reimbursing the party performing such covenant, condition or other obligation).

25. Written Notices.

Any notice, delivery or tender required or permitted to be given or served upon any party hereto in connection with this Lease shall be deemed to be completed and legally sufficient when (i) personally delivered or same day courier service, or (ii) one (1) business day after the same is deposited with an overnight courier for delivery on the next business day, or (iii) three (3) business days after the date when deposited in the United States Mail, provided that such party has a receipt to prove such item was deposited in the mail, postage prepaid on such date and addressed to the party for whom the same is intended. The addresses for the parties set forth on page 1 of this Lease shall be used for notice purposes. Any party hereto may, at any time by written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given and other parties to whom copies of all notices hereunder shall be sent. If any notice or tender is required or permitted to be given on a Saturday, Sunday or legal holiday, then the time for giving such notice or tender is hereby extended to the next regular business day.

26. Quiet Enjoyment.

LANDLORD agrees, covenants, and warrants that as long as **TENANT**, faithfully performs the agreements, terms, covenants and conditions of this Lease, **TENANT** shall peaceably and quietly have, hold, and enjoy the Premises for the term and extensions thereof hereby granted without disturbance by or from **LANDLORD** and free of any and all encumbrances created or suffered by **LANDLORD**. **LANDLORD** acknowledges and agrees that **TENANT** is allowed to and shall be making Improvements to the Premises for recreational usage as set forth herein. **LANDLORD** further acknowledges and agrees that **TENANT** may develop and apply rules related to the usage of the Premises; notwithstanding the foregoing, such rules of Tenant shall be subject to **LANDLORD'S** prior review and written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

27. Execution of Lease.

If either party hereto is a governmental entity, trustee, agent, LLC, partnership, limited partnership, corporation or other joint venture or association, the individual(s) executing this Lease on behalf of such entity warrant and represent that such entity is validly organized and existing, that the form of entity is as set forth in the introductory paragraph of this Lease and the acknowledgements at the end of this Lease, that the entity has full power and lawful authority to enter into this Lease in the manner and form herein set forth, and that the execution of this Lease by such individual(s) is proper and sufficient to legally bind such entity in accordance with the terms and conditions hereof. If Tenant consists of more than one person or entity, then the obligations imposed on Tenant shall be joint and several.

28. Entire Agreement.

This Lease and any attachments hereto set forth all the covenants, promises, agreements, conditions and understandings between **LANDLORD** and **TENANT**.

29. Covenants Binding on Successors.

All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person or persons, firm, company, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

[See signatures on following page]

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

LANDLORD:
G&I IX Harbour Club Property LLC,
a Delaware limited liability company,

By: _____
Michael R. Cottam, its Director,
Multifamily Asset Management

TENANT:
Charter Township of Van Buren

By: _____
Kevin McNamara, its Supervisor

By: _____
Leon Wright, its Clerk

EXHIBIT A

Legal Description of the Premises

Parcel 3-D:

The West 275.00 feet of the following described parcel: Part of the Northeast 1/4 of Section 20, Town 3 South, Range 8 East, Van Buren Township, Wayne County, Michigan, commencing at the Northwest corner of said Section 20, Town 3 South, Range 8 East; thence North 89 degrees 22 minutes 30 seconds East along the North line of said Section 2662.44 feet to the North 1/4 corner of said Section; thence North 89 degrees 01 minutes East continuing along the North line of said Section 1332.95 feet to a point in the centerline of Beckley Road (66 feet wide); thence South 00 degrees 03 minutes 45 seconds East along said centerline 2473.52 feet to a point, said point being the Northwest corner and the point of beginning of the parcel described; thence North 89 degrees 31 minutes 40 seconds East 1284.20 feet to a point on the East line of said Section; thence South 00 degrees 07 minutes 09 seconds East 203.00 feet to the East 1/4 corner of said Section 20; thence South 89 degrees 31 minutes 40 seconds West along the East and West 1/4 line of said Section 1284.20 feet to a point in the centerline of Beckley Road; thence North 00 degrees 03 minutes 45 seconds West 203.00 feet to the point of beginning.

PARCEL 3-D BEING Tax ID: 83 077 99 0002 007

Part of the land commonly known as:

49000 Denton Road, Belleville, MI 48111 (Harbour Courts Apartments, the "Tennis Courts" Parcel)

And as set forth on the attached diagram.

G&I IX Harbour Club Property LLC;
The Habitat Company LLC;

and

All partners, members, managers, officers, directors, agents and employees
of the foregoing entities (collectively, the “Additional Insured Parties”).

Each of the Additional Insured Parties shall be entitled to the foregoing coverages on a primary and non-contributory basis to any other applicable coverage. In addition, Tenant shall provide a waiver of its subrogation rights in favor of all Additional Insured Parties on general liability, automobile, umbrella and workers compensation policies.

Renewal Certificates of Insurance, requested endorsements, or such similar evidence are to be received by Landlord and Habitat prior to expiration of insurance coverage. At Landlord’s option, non-compliance will result in one or more of the following actions: (1) Tenant will be immediately removed from the Property and the Agreement revoked; and/or (2) all payments due Tenant will be held until Tenant has complied with the Agreement. The receipt of any Certificate of Insurance does not constitute agreement by the Landlord or Habitat that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the requirements of the Agreement. The insurance policies shall provide for thirty (30) days written notice to be given to the Landlord and Habitat in the event coverage is substantially changed, canceled or non-renewed.

If the required insurance is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement and the Certificate of Insurance shall state the coverage is “claims made” and also the retroactive date. Tenant shall maintain coverage for the duration of the Agreement. Any extended reporting period premium (tail coverage) shall be paid by Tenant. Tenant shall provide to the Landlord and Habitat, annually, a certified copy of the insurance policies obtained pursuant hereto. It is further agreed that Tenant shall provide the Landlord and Habitat thirty (30) days written notice in the event of the occurrence of any of the following conditions: aggregate erosion in advance of such retroactive date, cancellation and/or non-renewal.



301 Industrial Road, Belleville, MI 48111,
www.davenportbrothers.com

9/12/19

Matthew R. Best, M.S.
Director
Department of Public Services
Charter Township of VanBuren
46425 Tyler Road
Van Buren Township, MI 48111

Denton Road Tennis Courts

Dear, Matt

Davenport Brothers construction is pleased to provide you with a budget to re do the existing VanBuren Township Hall Denton Road Tennis Courts so follows.

1. Tennis Courts: 24,720 SF
Pulverize existing asphalt
Add 3" 21AA limestone. Place 2 1/2" MDOT #1100 leveling followed by 1 1/2" MDOT 36a virgin wearing surface.

\$ 101,970.00
2. Install (8) new pickleball net post footings and center anchors with new pickleball post sets (JTN-30 with tie down straps.
Install 3-coat acrylic color surface system and striping

\$ 43,450.00
3. Painting of Fence
 1. Cover and protect areas not getting painted
 2. Paint chain link fence & posts on both sides (which surrounds (4) tennis courts)
 3. Daily clean-up of paint related debris

\$ 9,000.00
4. General Conditions:
Provide Coordination and Supervision for scope of work, Temporary Facilities, and remove and replace fence for asphalt paver to get in and out of courts

\$12,500.00

Total Budget \$ 166,920.00

5. Exterior Parking Lot: 4,800 SF
Pulverize lot
Regrade and compact.
Place 4" asphalt in two lifts

\$ 17,825.00

Thank You

Mark Davenport

www.davenportbrothers.com