

**CHARTER TOWNSHIP OF YPSILANTI
MINUTES OF THE FEBRUARY 19, 2019 REGULAR BOARD MEETING**

Supervisor Stumbo called the meeting to order at approximately 7:00 p.m. in the Ypsilanti Township Civic Center Board Room, 7200 S. Huron River Drive, Ypsilanti Township. The Pledge of Allegiance was recited followed by a moment of silent prayer.

Members Present: Supervisor Brenda L. Stumbo, Clerk Lovejoy Roe, Treasurer Doe, Trustees: Stan Eldridge, Heather Jarrell Roe Jimmie Wilson, Jr.

Members Absent: Trustee Monica Williams

Legal Counsel: Wm. Douglas Winters

PUBLIC COMMENTS

Robert Harrison, Township Resident stated he was concerned about Marijuana businesses coming into the Township.

CONSENT AGENDA

A. MINUTES OF THE FEBRUARY 5, 2019 WORK SESSION AND REGULAR MEETING.

B. STATEMENTS AND CHECKS

- 1. STATEMENTS AND CHECKS FOR FEBRUARY 19, 2019 IN THE AMOUNT OF \$712,716.33**
- 2. CHOICE HEALTH CARE DEDUCTIBLE ACH EFT FOR JANUARY 2019 IN THE AMOUNT OF \$44,109.14**

C. JANUARY 2019 TREASURER'S REPORT

A motion was made by Treasurer Doe supported by Clerk Lovejoy Roe to Approve the Consent Agenda with exception of the February 5, 2019 Work Session minutes. (They will be moved to the March 5, 2019 board meeting agenda)

The motion carried unanimously.

ATTORNEY REPORT

A. GENERAL LEGAL UPDATE- (given in the work session)

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NEW BUSINESS

- 1. RESOLUTION 2019-05, AUTHORIZING THE CHARTER TOWNSHIP OF YPSILANTI BOARD OF TRUSTEES TO APPROVE THE "LAND AND WATER CONSERVATION FUNDS" PROPOSED "AMENDMENT TO PROJECT AGREEMENT DUE TO CONVERSION" SPECIFICALLY AMENDMENT #1 26-01080, 26-01725, AND 26-01293 AND AUTHORIZE SAID AMENDMENTS TO BE SIGNED BY TOWNSHIP SUPERVISOR BRENDA L. STUMBO AND CLERK KAREN LOVEJOY ROE**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Approve Resolution 2019-05, Authorizing the Charter Township of Ypsilanti Board of Trustees to Approve the "Land and Water Conservation Funds" Proposed "Amendment to Project Agreement Due to Conversion" Specifically Amendment #1 26-01080, 26-01725, and 26-01293 and Authorize said Amendments to be Signed by Township Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe (see attached).

The motion carried unanimously.

- 2. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF AGREEMENT WITH AKT PEERLESS TO COMPLETE A PHASE 1 ENVIRONMENTAL ASSESSMENT FOR 1150 MIDWAY, PROPOSED FUTURE SKATEPARK LOCATION, IN THE AMOUNT OF \$2,150.00 BUDGETED IN LINE ITEM #101-956-000-801-000**

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Approve the Request of Sara Jo Shipley, Economic Development Director for Approval of Agreement with AKT Peerless to Complete a Phase 1 Environmental Assessment for 1150 Midway, Proposed Future Skate park Location, in the Amount of \$2,150.00 Budgeted in Line Item #101-956-000-801-000 (see attached).

The motion carried unanimously.

- 3. REQUEST OF SARA JO SHIPLEY, ECONOMIC DEVELOPMENT DIRECTOR FOR APPROVAL OF A GRANT APPLICATION TO THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY FOR AN ENVIRONMENTAL ASSESSMENT GRANT IN THE AMOUNT OF \$2,150.00 AND TO APPROVE THE AGREEMENT WITH THE WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT**

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A motion was made by Trustee Jarrell Roe, supported by Clerk Lovejoy Roe to Approve Request of Sara Jo Shipley, Economic Development Director for Approval of a Grant Application to the Washtenaw County Brownfield Redevelopment Authority for an Environmental Assessment Grant in the Amount of \$2,150.00 and to Approve the Agreement with the Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grant Agreement (see attached).

The motion carried unanimously.

- 4. REQUEST OF MIKE RADZIK, OCS DIRECTOR FOR AUTHORIZATION TO SEEK LEGAL ACTION IF NECESSARY TO ABATE PUBLIC NUISANCE FOR PROPERTY LOCATED AT 677 ONANDAGA AVE. IN THE AMOUNT OF \$10,000.00 BUDGETED IN LINE ITEM #101-950-000-801-023**

A motion was made by Trustee Eldridge, supported by Trustee Jarrell Roe to Approve Request of Mike Radzik, OCS Director for Authorization to Seek Legal Action if Necessary to Abate Public Nuisance for Property Located at 577 Onandaga Ave, in the Amount of \$10,000.00 Budgeted in Line Item #101-950-000-801-023.

Mr. Radzik explained the condition of the home and the process for executing it as a Public Nuisance.

The motion carried unanimously.

- 5. REQUEST OF FIRE DEPARTMENT CAPTAIN FRED ANSTEAD FOR YPSILANTI TOWNSHIP TO BECOME A MEMBER OF THE HOUSTON-GALVESTON AREA COUNCIL'S (H-GAC) COOPERATIVE PURCHASING PROGRAM KNOWN AS HGAC**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe to Table this until next meeting for more information.

The motion carried unanimously.

- 6. BUDGET AMENDMENT #3**

A motion was made by Clerk Lovejoy Roe, supported by Treasurer Doe, to Approve Budget Amendment #3 (see attached).

The motion carried unanimously.

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AUTHORIZATION AND BIDS

- 1. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OF THE ANALOG PHONE SERVICE PROVIDER THROUGHOUT THE TOWNSHIP**

- 2. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OR RENEWAL OF THE CIVIC CENTER'S PRIMARY INTERNET SERVICE PROVIDER**

- 3. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR A SERVICE PROVIDER TO PROVIDE IMPROVED NETWORK CONNECTIVITY BETWEEN TOWNSHIP FACILITIES**

- 4. REQUEST OF TRAVIS MCDUGALD, IS MANAGER TO SEEK PROPOSALS FOR THE REPLACEMENT OF FOUR COMPUTER SERVERS.**

Supervisor Stumbo read all four IS Agenda Items under Authorization and Bids.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Wilson to Approve Request of Travis Mcdugald, IS Manager on all Four Requests as Listed Under Authorization and Bids

The motion carried unanimously.

A motion was made by Clerk Lovejoy Roe, supported by Trustee Jarrell Roe to Adjourn.

The meeting was adjourned at approximately 7:17 PM.

Respectfully Submitted,

**Brenda L. Stumbo, Supervisor
Charter Township of Ypsilanti**

**Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti**

Charter Township of Ypsilanti

RESOLUTION 2019-05

**Authorizing the Charter Township of Ypsilanti
Board of Trustees to Approve the “Land and Water
Conservation Funds” Proposed “Amendment to Project
Agreement Due to Conversion” Specifically Amendment
Number #1 26-01080, 26-01725, and 26-01293 and
Authorize Said Amendment to be Signed by
Township Supervisor Brenda L. Stumbo
and Clerk Karen Lovejoy Roe**

WHEREAS, on **January 18, 2019** Ypsilanti Township Clerk Karen Lovejoy Roe received from the Department of Natural Resources three proposed “**Project Agreement Amendments**” which amendments need to be approved by the Ypsilanti Township Board of Trustees and returned to the DNR, and

WHEREAS, the three proposed “**Project Agreement Amendments**” pertain to the “**Ford Lake Park**” wherein a cell tower was constructed a number of years ago on .14 acres of said property which required the Township to set aside an additional area of the Township for parkland to mitigate and offset the use of the .14 acre property for the cell tower, and

WHEREAS, the Township did, in fact, set aside 7.87 acres of mitigation property known as “**Glenwood Park**” as depicted in Appendix B of the Amendment to the Project Agreement which property has satisfied the representatives of the DNR, and

WHEREAS, it is necessary for the proposed Project Amendment Agreements to be approved by the Ypsilanti Township Board of Trustees so as to allow this project to be “**Closed Out**” so as to allow the Township to continue to make applications for grants to the DNR if so authorized,

NOW, THEREFORE THE YPSILANTI CHARTER TOWNSHIP

BOARD OF TRUSTEES HEREBY RESOLVES AS FOLLOWS:

1. That the Ypsilanti Township Board of Trustees approves the proposed “**Amendments to Project Agreement Due to Conversion**” specifically Amendment #1 26-01080, 26-01725, and 26-01293 as requested by the DNR.

2. That the Ypsilanti Township Board of Trustees authorizes Supervisor Brenda L. Stumbo and Township Clerk Karen Lovejoy Roe to execute the three proposed “**Project Amendments**” and return both to the DNR as requested by DNR Representative Erin Campbell after which one fully executed copy will be returned to the Township.

BE IT FURTHER RESOLVED that Supervisor Brenda L. Stumbo and Clerk Karen Lovejoy Roe are authorized to execute any additional and/or ancillary documents related to the finalization of the “**Ford Lake Park Conversion.**”

I, Karen Lovejoy Roe, Clerk of the Charter Township of Ypsilanti, County of Washtenaw, State of Michigan hereby certify the above resolution is a true and exact copy of Resolution No. 2019-05 approved by the Charter Township of Ypsilanti, Board of Trustees assembled at a Regular Meeting held on February 19, 2019.



Karen Lovejoy Roe, Clerk
Charter Township of Ypsilanti

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-23909-1

Introduction

AKT Peerless is pleased to submit its proposal to provide environmental consulting services for the following property:

- 1150 Midway Road
Ypsilanti Township, Michigan

AKT Peerless understands the Client intends to redevelop the subject property as a recreational skate park.

AKT Peerless understands the Client plans to utilize Washtenaw County Brownfield Redevelopment Authority (WCBRA) to fund the proposed scope of work. AKT Peerless will comply with the insurance requirements as outlined in Section 10 of the draft WCBRA Environmental Assessment Grant Agreement provided to AKT Peerless on February 5, 2019.

Scope of Work

AKT Peerless is pleased to submit its proposal to provide environmental consulting services. AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-13* (ASTM Practice E 1527) which outlines good commercial and customary practice for conducting a Phase I ESA, and (2) the United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries (40 CFR Part 312).

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfield Revitalization Act (Brownfield Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete this Phase I ESA. AKT Peerless will not make an independent determination whether its Client is a *User* and intends to use this Phase I ESA to qualify for Landowner Liability Protection (LLP) under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980.

In accordance with ASTM Practice E 1527, a *User* is the party seeking to use ASTM Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for completing a successful application of this practice, including the Client and User

Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of these specific user obligations under the ASTM Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)¹, *historical recognized environmental conditions* (HRECs)², and *controlled recognized environmental conditions* (CRECs)³, in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify adverse environmental conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, HRECs, and CRECs in connection with the subject property.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN, a.k.a. parcel identification number, ward/item number, etc.) and its relation to neighboring sites and/or cross streets in close proximity to the subject property.
- Completed and signed "Client Environmental Questionnaire"
- Completed Document Request Form
- Best time to schedule interview
- User Obligations for LLP, if any, in accordance with E 1527 and AAI

In addition, if underground storage tanks (USTs) are known to be present at the subject property, AKT Peerless requests that the client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection.⁴

¹ ASTM Standard Practice E 1527-13 defines the term REC as the presence or likely presence of any hazardous substance or petroleum product in, on, or at a property: (1) due to any release to the environmental; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.

² ASTM Standard Practice E 1527-13 defines the term HREC as a past release of any hazardous substance or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted residential use criteria established by a regulatory authority, without subjecting the property to any required controls.

³ ASTM Standard Practice E 1527-13 defines the term CREC as a REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority, with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls.

⁴ If a UST system is present, the client should also be prepared to disclose to AKT Peerless the mechanism by which the current or new tank owner/operator will meet financial assurance obligations.

User Requirements

In order to qualify for one of the LLPs offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2002 (the “Brownfields Amendments”), a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Practice E 1527 to qualify for a LLP to CERCLA liability, then AAI requires that certain tasks be performed by - or on behalf of – that party. As appropriate, these inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information via a Questionnaire, Document Request Form, and Interviews as such information can assist the AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527-13, AKT Peerless’ ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public right-of-ways, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and other sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property⁵.
- A review of reasonably ascertainable agency file information associated with known or suspected sites of environmental concern maintained by federal, state and local regulatory agencies, including records of compliance, as appropriate. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to their obvious first developed uses, or 1940, whichever is earlier; such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered USTs, leaking UST (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.
- The consideration of adjoining property use and activity.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Discussion regarding compliance with Activity and Use Limitations (AULs), if any.

⁵ AKT Peerless will use search radii that meet or exceed ASTM’s recommended minimum search distances.

- An evaluation of information obtained from the aforementioned sources to determine if RECs, CRECs, or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and groundwater at the subject property, (2) the possible presence of underground or aboveground storage tank systems at the subject property, (3) the possible presence of hazardous substances or petroleum products at the subject property, (4) the proximity of the subject property to known and/or suspected sites of environmental concern, and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment, and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within three to four weeks of your authorization to proceed.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA	\$2,150
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Additional fees may be charged to adequately and appropriately evaluate potential environmental concerns that may be presented by uses of (or events at) adjoining or nearby properties⁶. AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. However, AKT Peerless may charge an additional fee to review regulatory agency records for any adjoining or nearby sites we judge to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to Freedom of Information Act (FOIA) responses may be passed on to the Client, if necessary. AKT Peerless will promptly apprise the client of the relative cause for such additional fees, and will not complete the extra activity unless Client authorizes AKT Peerless to do so.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to the report, project meetings, etc., shall be billed based on AKT Peerless'

⁶ If AKT Peerless deems it necessary to review such records that are maintained by federal, state, or local regulatory agencies, the overall time to complete the project may be delayed due to agency response times. As necessary, AKT Peerless may require a change order to review government files for adjoining and nearby sites.



standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Paper copy reports, if requested, will be provided at a rate of \$75 per copy.

Limitations

AKT Peerless will make reasonable efforts to determine if USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical sources described above in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use UST systems directly corresponds to the presence of obstructions (e.g. snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

Unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Practice E 1527. Examples of such non-ASTM potential environmental conditions that are beyond the scope of this Phase I ESA include cultural and historic resources, ecological resources, endangered species, health and safety, high-voltage power lines, indoor air quality, industrial hygiene, lead-based paint, lead in drinking water, moisture intrusion, mold, noise pollution, radon, asbestos, and/or regulatory compliance. If the Client requires any of these services, please contact AKT Peerless to provide a proposal to conduct these services under a separate scope of work.

AKT Peerless' scope of work is limited to investigating the past uses of the subject property, though some historical information is also reviewed for adjoining properties, but does not include investigating past uses of surrounding or nearby properties.

AKT Peerless is not proposing to conduct any sampling or analysis of the subject property's natural resources. If visual observations or information obtained during the Phase I ESA indicate the need for any sampling or analysis of soil, soil gas, and/or groundwater, AKT Peerless will promptly contact you to convey our findings and related opinions, and to discuss a proposed scope of services to address those concerns.

This proposal and the associated cost estimate are valid for **60** days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this



information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis.

PROPOSAL ACCEPTANCE FOR

Phase I Environmental Site Assessment

1150 Midway Road, Ypsilanti Township, Michigan

This proposal submitted by:

T. J. McGahey

Timothy J. McGahey, CHMM, LEED-AP
Vice President Environmental Due Diligence

Proposal submitted on:

February 5, 2019

Please authorize the proposal by executing below:

Proposal amount:

\$2,150

Client contact:

Sara Jo Shipley

Charter Township of Ypsilanti

7200 South Huron River Drive

Ypsilanti, Michigan 48197

AKT Peerless Proposal No.

PF-23909-1

Acceptance:

Brenda L. Stumbo | *Karen Loviejoy Roe*

Print Name:

Brenda L. Stumbo | *Karen Loviejoy Roe*

Title

Supervisor | *clerk*

Date

Feb. 20, 2019

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME:

PROPERTY OWNER CONTACT INFORMATION:

Charter Township of Ypsilanti

KEY SITE CONTACT NAME:

KEY SITE CONTACT INFORMATION:

Sara Jo Shipley

734 485-3943

LENDER NAME:

LENDER CONTACT INFORMATION:

Appendix A
Terms and Conditions



AKT PEERLESS TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as “work” or “services”) to be performed by AKT Peerless (“we”, “us”, “our”, “AKT Peerless” or “Consultant”) for you (“you”, “your” or “Client”). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the “Agreement” (hereinafter, this “Agreement”).

1. **Performance:** Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant’s obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. “spam”) unless written notification is provided.

2. **Client Cooperation:** Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant’s responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client’s possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment:** The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant’s standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer (“Retainer”). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the

Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty (30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination:** In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity. In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client

agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or its employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability:** Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

- (a) Comprehensive general liability insurance in the amount of \$2,000,000 combined per occurrence and \$2,000,000 combined per aggregate;
- (b) Professional liability (errors and omissions) insurance in the amount of \$2,000,000 combined per occurrence and \$2,000,000 combined aggregate limit;
- (c) Pollution liability insurance in the amount of \$2,000,000 per occurrence and \$2,000,000 aggregate;
- (d) Automobile liability insurance in the amount of \$2,000,000 combined single limit for bodily injury for property damage; and
- (e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant. Client acknowledges that Consultant has made no representations, express or implied, and no warranty or guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality:** Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien:** In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or

such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes:** The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays:** Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters:** The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 15415 Middlebelt Road Livonia MI 48154-3805	CONTACT NAME: David Bagley PHONE (A/C No. Ext): 734-525-0943 E-MAIL ADDRESS: dbagley@mma-mi.com	FAX (A/C, No): 212-607-1157
	INSURER(S) AFFORDING COVERAGE	
INSURED AKTPEERL AKT Peerless Environmental Services LLC 22725 Orchard Lake Road Farmington MI 48336	INSURER A: Starr Surplus Lines Insurance Company NAIC # 13604	
	INSURER B: Allmerica Financial Benefit Insurance NAIC # 41840	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

CERTIFICATE NUMBER: 337055694

REVISION NUMBER:

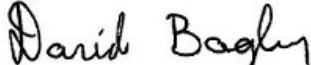
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			1000067207181	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Contractors Poll. \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWBD44632501	12/1/2018	12/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000337491181	12/1/2018	12/1/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY Claims Made			1000067207181	12/1/2018	12/1/2019	Limit: \$1,000,000 Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Washtenaw County Brownfield Redevelopment Authority is included as an additional insured for general liability coverage to the extent provided in the attached forms #CG2010.

CERTIFICATE HOLDER**CANCELLATION**

Washtenaw County Brownfield Redevelopment Authority 415 W. Michigan Avenue Ypsilanti MI 48197	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Sites owned by a public entity or non-profit are eligible for 100% of the cost of eligible assessment activities, up to \$15,000. Private sites are eligible for up to 50% of the cost of eligible assessment activities, up to a maximum of \$10,000 of reimbursement.

Type of Application

- Publicly-Owned or Non-Profit-Owned Property (100% grant, up to \$15,000 maximum)
 Privately-Owned Property (50% grant, up to \$10,000 maximum)

Owner Information

Property Owner: Charter Township of Ypsilanti

Contact: Sara Jo Shipley, Economic Development Director

Property Address: 1150 Midway Rd. Ypsilanti, MI 48198

Phone No.: 734.544.3733

Property Tax ID #: K-11-02-285-001

Applicant Information

Applicant Name: Charter Township of Ypsilanti

Phone No.: 734.544.3733

Address: 7200 S. Huron River Dr

Developer (Entity) Name (if different than applicant):

Project Information

Project Name: Eastern Washtenaw Skatepark



Project Description: Development of a 10,000 SF concrete skatepark structure in the Community Center Park on Clark Road.

Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Township has owned the site since the early 1970s

Historic Property Uses: Vacant lot since early 1980s. As late as 1979, there was a building on the parcel. The building served as a grocery store and as an administration building for Washtenaw Community College during the era of Willow Run Village.

Property Acreage: 1.9 acres

Zoning: RM2

Surrounding Land Use: Park, Golf Course, Church, vacant land

Proposed Environmental Activities:

	Estimated Cost
<input checked="" type="checkbox"/> Phase I	\$2,150
<input type="checkbox"/> Phase II	
<input type="checkbox"/> BEA Report	
<input type="checkbox"/> Due Care Plan	
<input type="checkbox"/> Hazardous Material Survey	

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: none

Please describe environmental conditions: No known environmental contamination. The site is flat, has good drainage, and is a mix of gravel and grass.

Please provide cloud links to any relevant environmental reports.



Please return the completed form and attachments to:

Nathan Voght

Economic Development Specialist

Washtenaw County Office of Community and Economic Development

415 W. Michigan Ave.

Ypsilanti, MI 48197

734-544-3055

voghtn@ewashtenaw.org

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
ENVIRONMENTAL ASSESSMENT GRANT AGREEMENT

This Environmental Assessment Grant Agreement (the "Agreement") dated February 19, 2019 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the Charter Township of Ypsilanti, (the "Grantee"), whose address is 7200 Huron River Drive, Ypsilanti, MI 48197.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority captures Brownfield Administrative Fees from Tax Increment Revenues from active brownfield projects for the purpose of carrying out brownfield redevelopment activities, including to pay for reasonable and actual administrative and operating expenses of the Authority.
- B. The Authority established the "Environmental Assessment Grant Program" in 2017, and amended it on August 2, 2018, in order to fund eligible Department Specific Activities, pursuant to Act 381, on prospective eligible brownfield sites within member communities.
- C. The Authority intends to utilize reserves within its Administrative Fees to fund the Environmental Assessment Grant Program.
- D. At the March 7, 2019 meeting, the Authority approved the expenditure of 100% of the costs to conduct eligible Department Specific Activities, up to \$2,150, for the property known as 1150 Midway Road, Tax ID# K-11-02-285-001, Ypsilanti, MI 48197 (the "Property").
- E. The Grantee wishes to utilize grant funds to conduct eligible Department Specific Activities, and the Authority will provide the grant fund under the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree as follows:

1. Grant – The Authority hereby agrees to grant to the Grantee 100% of the costs, up to \$2,150, to conduct Department Specific Activities within the Property. The work to be conducted will be in accordance with the AKT Peerless proposal No. PF-23909 dated January 23, 2019, sent to Sara Jo Shipley. Any costs above the approved amounts will not be reimbursed.
2. Repayment – The provided grant funds shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.

3. Procurement of Eligible Activities – The Authority is bound to utilize Administrative fees captured in accordance with Act 381. Further, in establishing the Environmental Assessment program the Authority must be good stewards of the funds in ensuring they are utilized in the most cost-effective and efficient manner. Therefore, pursuant to the adopted Assessment Program Policy, the Grantee shall follow its own established procurement policies and procedures in arranging for the grant activities to be completed.
4. Authority to Conduct Work on Behalf of Grantee – At the request of the Grantee, the Authority may conduct the grant-funded assessment work on behalf of the Grantee. The Authority will follow applicable Washtenaw County procurement procedures to contract with qualified environmental consultants to complete the work. This may include a singular request for quotes for the work to be conducted. Or, procurement may entail a periodic public release of Request for Qualifications to pre-approve, in advance of any specific work needed, qualified environmental consultants, retaining those contractors on an on-going basis in order to expedite the necessary work to be completed.
5. Extension of Reliance of Environmental Reports to Authority and Assignees – Any and all reports, investigations, testing, and information generated wholly or partially utilizing funding through this grant program shall include the ability of the Washtenaw County Brownfield Authority and its assignees and/or designees, as determined by the Authority, to rely upon such reports, investigations, testing and information. Further, copies of any and all reports shall be provided to the Authority once completed, prior to any disbursement of grant funds.
6. Disbursement – The Grant funds will be disbursed to the Grantee as approved Department Specific Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, and receipt of reports, investigations, testing and information in accordance with Section 5 above, but not more frequently than monthly. Such a statement shall include a description of eligible work performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, brownfield staff shall review the statement, confirm that the work done is eligible, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed the amount approved by the Authority, which is 100% of all eligible costs, up to \$2,150.
7. Unspent Grant Funds – If the final cost of the eligible activities conducted is below the maximum award, remaining unspent grant funds will not be reimbursed, but rather revert back to fund reserves for use on other suspected brownfield sites.
8. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the Grant.
9. Grant Expiration – All Eligible Activities shall be completed within one year of this Agreement, unless the Authority grants an extension.

10. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. Grantee shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker’s Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee’s contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as additional insureds under all coverages listed below except Worker’s Compensation, Motor Vehicle Liability, and Professional Liability.

- a. Worker’s Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- b. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent

- c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
- d. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence.

All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

- 11. Indemnification – To the extent permitted by Michigan law, the Grantee shall ensure its contractor shall indemnify and hold Washtenaw County and the Washtenaw County Brownfield Authority harmless from and against all actions, liabilities, demands, costs and expenses, including court costs and attorney fees, which may arise due to the Grantee’s negligent, grossly negligent and/or intentional acts or omissions under this Agreement.
- 12. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
- 13. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
- 14. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties’ written consent.
- 15. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
- 16. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- 17. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
- 18. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

19. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
20. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
21. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
22. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Trevor Woollatt, WCBRA Vice- Chair

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

Approve As to Form:

By: _____
Curtis Hedger, Corporation Counsel

By: _____

_____, Grantee

BY: Brenda L. Stumba | Karen Lobejoy Roc

PRINT NAME: Brenda L. Stumba | Karen Lobejoy Roc

ITS: Supervisor / Clerk

Date: Feb. 20, 2019

Exhibits

Exhibit A – Proposal to Provide Environmental Consulting Services by AKT Peerless, dated January 23, 2019

EXHIBIT A

**CHARTER TOWNSHIP OF YPSILANTI
2019 BUDGET AMENDMENT #3**

February 19, 2019

AMOUNTS ROUNDED UP TO THE NEAREST DOLLAR

101 - GENERAL OPERATIONS FUND

Total Increase \$7,161.00

Request to increase budget for employee requested pay out of PTO time at 75%. This will be funded by an Appropriation of Prior Year Fund Balance.

Revenues:	Prior Year Fund Balance	101-000-000-699.000	\$7,161.00
		Net Revenues	<u><u>\$7,161.00</u></u>
Expenditures:	Salaries Pay Out - PTO & Sick	101-253-000-708.004	\$1,759.00
	FICA	101-253-000-715.000	\$135.00
	Salaries Pay Out - PTO & Sick	101-266-000-708.004	\$4,893.00
	FICA	101-266-000-715.000	\$374.00
		Net Expenditures	<u><u>\$7,161.00</u></u>

Motion to Amend the 2019 Budget (#3):

Move to increase the General Fund budget by \$7,161 to \$9,517,017 and approve the department line item changes as outlined.