



This meeting will be held in person
In Public Meeting Room A
Delta Administration Building
7710 West Saginaw Highway
Lansing, MI 48917

TOWNSHIP BOARD REGULAR MEETING

AGENDA

Monday, May 19, 2025 - 6:00 PM

This meeting will be streamed live for viewing only at:

<https://us02web.zoom.us/j/84223763746?pwd=UIYvaC8rcm5BT2diWm5kanFKaEhyZz09>

Meeting ID: 842 2376 3746

Passcode: 674702

For the hearing impaired, please call 711 (TTY Support) to access the FCC's phone relaying service and provide the following phone number 1-312-626-6799.

Please note all public comments must be made in person.

- I. CALL TO ORDER**
- II. OPENING CEREMONIES**
- III. ROLL CALL** – Members: Supervisor Fonda J. Brewer, Clerk Mary R. Clark, Treasurer Dennis R. Fedewa, Trustee Elizabeth (Beth) S. Bowen, Trustee Andrea M. Cascarilla, Trustee Joshua I. Lyman, and Trustee Karen J. Mojica
- IV. PRESENTATIONS AND PROCLAMATIONS**
- V. SET/ADJUST AGENDA**
- VI. PUBLIC HEARINGS** - Members of the public at the meeting shall not speak unless recognized by the chair. Members of the public shall be limited to speaking for a maximum of three (3) minutes during a public hearing. Prior to speaking, members of the public must also identify themselves with their name and address.
- VII. COMMUNICATIONS**
 - 1. [WRRF Update](#)
 - 2. [LG Update](#)
 - 3. [Willow Force Main Update](#)
- VIII. PUBLIC COMMENTS (maximum three minutes)**
- IX. INTRODUCTION OF ORDINANCES**
- X. PASSAGE OF ORDINANCES**

- XI. CONSENT AGENDA** – Anyone may request item(s) to be pulled from the consent agenda for discussion. If left on the consent agenda, the items will be voted on by a roll call vote of the Board en masse. Then, the individual item(s) will be discussed and voted upon.

4. Bills and Financial Transactions

- a. **\$ 3,723,500.70**

5. Minutes

- a. **May 5, 2025**

6. Courtyard at Delta Close Out

The Engineering Department recommend that the Delta Township Board accept the Waiver of Lien, Deed of Grant, and Easement Grants for a Non-Motorized Pathway and for the water main facilities installed to serve the Courtyard at Delta project located in Section 16 of Delta Township, and further, that said water main facilities be accepted into the Delta Township Water Main System.

7. Colliers Engineering Tech Services

The Engineering Department recommends that the Delta Township Board the hourly rates as proposed by Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. for professional services to fulfill the role of a Delta Township Engineering Technician and that that funding an amount not to exceed \$140,000 be allocated for these services

8. Utilities Bulk Water Station Paving

The Utilities Department recommends that the Delta Township Board accept the proposal from Capital Asphalt for the necessary drive modifications and asphalt paving at the Utility Department Bulk Water Fill Station site in the amount of \$29,966.00.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA

XIV. OLD ITEMS OF BUSINESS

XV. NEW ITEMS OF BUSINESS

9. Hunter's Orchard

The Engineering Department recommends Delta Township Board accept the bid from Iron Horse Excavation for the Hunter's Orchard Park Perimeter Pathway Project in the amount of \$627,000.00; and that funding in an amount not to exceed \$752,000 be allocated for the project.

10. Fireworks Cancellation

The Manager's Office recommends that the Delta Township Board cancel the 2025 fireworks display scheduled for July 3, 2025, and that the Township pay any contractual buyout costs to Night Magic Displays.

11. Board & Commission Appointments

The Township Supervisor recommends that the Delta Township Board appoint the identified individual(s) to the corresponding Board(s) or Commission(s).

XVI. MANAGER'S REPORT

XVII. BOARD MEMBER COMMITTEE REPORTS

XVIII. COMMITTEE OF THE WHOLE

12. Clerk's Office Annual Report

XIX. CLOSED SESSION

13. Closed Session

It is recommended to adjourn to Closed Session at the request of the Township Manager under the Open Meetings Act (Act 267 of 1976), Section 8(1)(a) (MCL 15.268(1)(a)).

XX. PUBLIC COMMENTS (maximum three minutes)

XXI. ADJOURNMENT

CHARTER TOWNSHIP OF DELTA

MARY R. CLARK, TOWNSHIP CLERK
Phone (517) 323-8500

Individuals with disabilities attending Township meetings or hearings and requiring auxiliary aids or services should contact Township Manager and ADA Coordinator Brian T. Reed by email at manager@deltami.gov or calling (517) 323-8590 to inform him of the date of the meeting or hearing that will be attended. Copies of minutes may be purchased or viewed in the Clerk's Office from 8 a.m. to 5 p.m., Monday through Friday.

Construction Progress

To: Delta Charter Township Board

Cc: Rick Kane, Jacob Kleinhenz, P.E.; Delta Charter Township

From: Brent Bode, P.E.; Ella Hoeffner, E.I.T.; Alex Michailuk

Date: May 13, 2025

Subject: WRRF P1 Update No. 035

1.0 CONSTRUCTION PROGRESS

1.1 FINAL CLARIFIERS

- General contractor Commercial Contracting Corp. (CCC) installed reinforcements, forms, and placed concrete for the trough wall in Final Clarifier No. 1. Subcontractor Allied Mechanical Services (AMS) installed the weir mounting plates before concrete placement. CCC continues to grind the sloped grout in the bottom of the tanks to a uniform finish in preparation for the upcoming final inspection and startup.
- AMS installed the 36" Secondary Effluent pipe from Final Clarifier No. 3 to Junction Box No. 1. All Final Clarifier piping is now complete.
- Subcontractor Hoffman Bros. (Hoffman) continued backfilling the Final Clarifiers and piping. Hoffman placed aggregate for the road subbase between the clarifiers.
- Subcontractor Superior Electric (SE) completed installation of the electrical ductbank to the Final Clarifiers. SE worked with CCC to install reinforcements and concrete encase the conduits before Hoffman backfilled the ductbank.

1.2 GRIT BUILDING

- Subcontractor 21st Century Salvage (21st Century) completed demolition and removal of the existing raw sewage piping between the Grit Building and the Raw Sewage Pit. 21st Century removed the precast fascia panels and masonry wall on the east side of the building. The control panels and conduits for the existing raw sewage pumps were also removed.
- CCC and Tetra Tech completed the watertightness test for the lower level of Grit Tank No. 1. CCC placed flowable fill around the lower level then completed installation of the waterstop, reinforcements, formwork, and placed concrete for the mid-level foundation slab and upper walls of the Grit Tank No. 1.
- CCC completed installation of the remaining concrete walls and elevated slab for Grit Tank No. 2. AMS installed the metal baffle in the upper level of the tank which will direct flow into the vortex. SE installed conduits for power and controls to the drive motor and level sensor in the elevated slab.
- AMS installed the slide gates with motorized actuators in the Grit Building influent chamber. SE installed conduits, disconnects and terminated wiring to the actuators. CCC placed concrete for the north wall infill and elevated slab of the influent chamber. AMS also installed the stop plates in the Primary Tank influent channels, and in the equalization bypass channel.
- AMS began installation of the Grit Classifiers in the Dumpster Room and continued installing grit and drain piping to the units.
- Subcontractor Leidel & Hart (L&H) sawcut openings in the masonry walls and installed lintels for the

ductwork penetrations in the Grit Room. L&H also infilled the existing ductwork and door openings in the building. AMS then began installation of the odor control and supply air ductwork in the Grit Room. SE continued to terminate wiring to the HVAC units.

- SE installed the lighting panels, transformers, and control panels in the Electrical Room of the Grit Building. Installation of the conduit and wiring throughout the building is ongoing.
- Subcontractor Murray Painting Co. (Murray) power washed the walls and ceiling in the Grit Dumpster Room to remove loose paint and debris before applying the first coats of paint.

1.3 OTHER

- AMS and SE completed installation of all conduit and piping from the Odor Control Building to the Primary Effluent Chamber for the gate actuator, control panel, and sample pump.
- Subcontractor Mersino Dewatering Co. (Mersino) continued to bypass pump between the existing and new Aeration Tanks to grow microorganisms in the new system in anticipation for startup.
- CCC worked with Hoffman, AMS, and the Township to isolate the existing drain system on the east side of the site. Mersino installed pumps to maintain the existing tank drains until they are taken out of service. Piping was rerouted and abandoned to eliminate flow to the existing lift station. The existing drain manholes were grouted to a higher elevation to route flow back to the Headworks Building.
- Mersino also installed pumps and piping to bypass sanitary manholes MH-4A and MH-5 along Willow Highway. Hoffman attempted to install the vortex drop structure in manhole MH-4A. CCC also bulkheaded the existing piping in manhole MH-5 used as a temporary cross connect to the existing Raw Sewage Pit during the Headworks Building construction.
- Hoffman restored the completed areas throughout the site by placing topsoil and seeding.
- Tetra Tech is onsite full time reviewing shop drawings, addressing RFI's, managing change issues, and observing the work.
 - Submittals received as of 5/13/2025: 432
 - RFI's received as of 5/13/2025: 246

2.0 CONTRACT

2.1 CHANGES

- Original Contract Price: \$73,776,000.00
 - Change Order No. 1: (\$699,318.00)
 - Change Order No. 2: \$38,161.19
 - Change Order No. 3: \$154,743.03
 - Change Order No. 4: \$36,914.78
 - Change Order No. 5: \$44,242.00
 - Change Order No. 6: \$235,201.15
 - Change Order No. 7: \$82,474.39
- Current Contract Price: \$73,668,418.54

2.2 PAYMENT APPLICATIONS

- Pay Application for work through April 30, 2025: \$1,380,937.40
- Total paid to date: \$65,164,890.65

3.0 PHOTOGRAPHS

Photo 1: Final Clarifies Overview



Photo 2: Final Clarifier No. 3 Piping Install



Photo 3: Grit Tank No. 1 Upper Level Walls



Photo 4: Grit Tank No. 2 Overview



Photo 5: Grit Building Classifier Installation



Photo 6: Grit Building Raw Sewage Force Main Demo

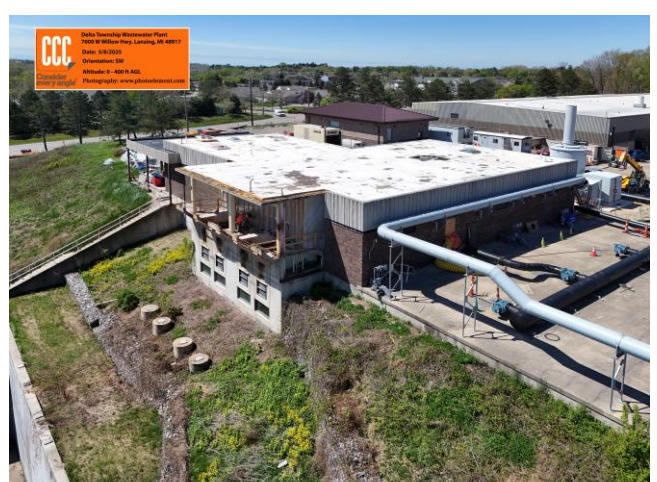


Photo 7: Sanitary Manhole MH-5 Bulkhead

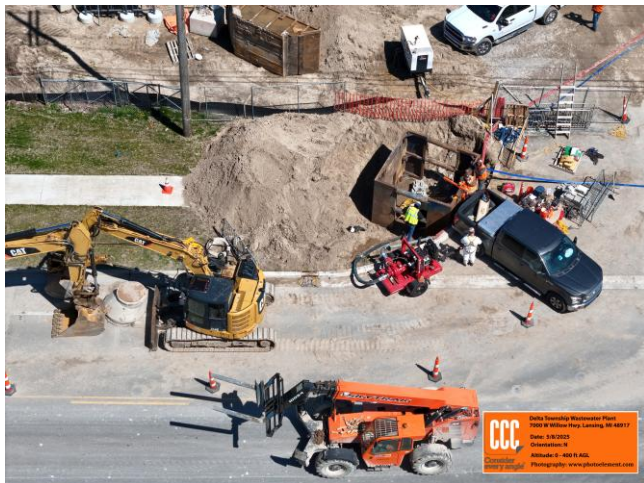


Photo 8: Aeration Tank Seeding



Photo 9: Site Overview, 5/8/2025





Construction Progress

To: Delta Charter Township Board

Cc: Rick Kane, Jacob Kleinhenz

From: Josh Righi, OHM-Advisors

Date: May 14, 2025

Subject: Ultium 3 Bid Package #4 Division A – Equalization Basin: Update No. 20

1.0 CONSTRUCTION PROGRESS

- Wet well safety grates finalized by 4/17.
- Influent Channel FRP grating finalized by 4/17.
- Site work including restoration and grading of aggregate base completed throughout the month of April.
- Floor coating placed in the EQ Basin dry pit area basement and intermediate level.

2.0 CONTRACT

2.1 CHANGES

- Change Order 1 (Division A): \$8,944.00
- Change Order 1 (Division B): \$46,471.11
- Change Order 1 (Division A and B Combined): \$55,415.11
- Change Order 2 (Division A): \$15,059.00
- Change Order 2 (Division B): \$32,489.00
- Change Order 2 (Division A and B Combined): \$47,548.00
- Division A and B Combined Current Contract Price: \$12,607,663.11
- Substantial Completion Date: December 23, 2024
- Final Completion Date: June 2, 2025



2.2 PAYMENT APPLICATIONS

• Pay application 1 for work from October 1 to October 31, 2023 =	\$909,801.45
• Pay application 2 for work from November 1 to November 20, 2023=	\$666,456.30
• Pay Application 3 for work from November 21 to December 15, 2023 =	\$438,881.40
• Pay Application 4 for work from December 16 to January 19, 2024 =	\$301,211.10
• Pay Application 5 for work from January 20 to February 23, 2024 =	\$574,587.90
• Pay Application 6 for work from February 24 to March 22, 2024 =	\$510,422.40
• Pay Application 7 for work from March 23 to April 26, 2024 =	\$1,283,013.00
• Pay Application 8 for work from April 27 to May 24, 2024 =	\$495,189.00
• Pay Application 9 for work from May 25 to June 21, 2024 =	\$343,872.00
• Pay Application 10 for work from June 22 to August 2, 2024 =	\$916,260.95
• Pay Application 11 for work from August 3 to August 23, 2024 =	\$1,054,433.95
• Pay Application 12 for work from August 24 to September 27, 2024 =	\$928,342.00
• Pay Application 13 for work from September 28 to October 25, 2024 =	\$1,453,476.35
• Pay Application 14 for work from October 26 to November 22, 2024 =	\$604,979.50
• Pay Application 15 for work from November 23 to December 27, 2024 =	\$653,905.50
• Pay Application 16 for work from December 28 to January 24, 2025 =	\$292,095.00
• Pay Application 17 for work from January 25 to February 21, 2025 =	\$168,096.50
• Pay Application 18 for work from February 22 to March 28, 2025 =	\$35,704.00
• Pay Application 19 for work from March 29 to April 25, 2025 =	\$112,490.10
• Total to date:	<u>\$11,743,218.40</u>



3.0 PHOTOGRAPHS



Photo 1: Wet well safety grates finalized by 4/17



Photo 2: Influent channel FRP grating finalized by 4/17.



Photo 3: Site work including restoration and grading of aggregate base completed throughout the month of April.



Photo 4: Floor coating placed in the EQ Basin basement and intermediate level by 4/29.



Construction Progress

To: Delta Charter Township Board

Cc: Rick Kane, Jacob Kleinhenz

From: Josh Righi, OHM-Advisors

Date: May 13, 2025

Subject: Willow Force Main and Lift Station Improvements

1.0 CONSTRUCTION PROGRESS

- Traffic control devices are in place between Nixon Rd and Canal Rd.
- One-way eastbound traffic is being maintained.
- Pipe is installed up to STA 33+50 (just west of Amor Lane).
- Drilling operations are moving to STA 33+50 and working east towards STA 43+00.

2.0 CONTRACT

2.1 CHANGES

- No Change Orders.
- Current Contract Price: \$7,839,351.15
- Substantial Completion Date: November 15, 2025
- Final Completion Date: June 15, 2026

2.2 PAYMENT APPLICATIONS

- Pay application 1 for work from March 1 to March 31, 2025 = \$537,137.39
- Pay application 2 for work from March 31 to April 30, 2025, = \$337,623.59
- Total to date: \$874,760.98



3.0 PHOTOGRAPHS



Photo 1: Directional Drilling Pipe Operation



Photo 2: Directional Drilling Pipe Operation



Photo 3: Pulling New Pipe Through Bore Hole.



Photo 4: Pulling New Pipe Through Bore Hole.

**DELTA CHARTER TOWNSHIP
FINANCE REPORT
FOR TOWNSHIP BOARD MEETING
5/19/2025**

Disbursement requests listed on the following pages, totaling \$3,723,500.70 have been received and reviewed by the Manager, Finance Director, and Clerk. It is recommended that all listed vouchers be approved for payment.

Payroll & Related	455,910.47
Refunds	3,856.19
Tax Distributions	24,832.90
Vendor Claims	<u>3,238,901.14</u>
Total	<u><u>\$ 3,723,500.70</u></u>

Fonda J. Brewer, Township Supervisor

Mary R. Clark, Township Clerk

Dennis R. Fedewa, Township Treasurer

PAYABLES FOR DELTA CHARTER TOWNSHIP
BOARD AGENDA DATE
5/19/2025

Check Date	Invoice Vendor	Description	Amount
04/23/2025	CONSUMERS ENERGY	STREET LIGHTS - MAR 25	4,728.48
04/23/2025	CONSUMERS ENERGY	SERVICE @ MULT LOCATIONS (03/03/25-03/31/25)	88.29
04/23/2025	LAWRENCE DALIMONTE	REFUND - CEMETERY DEPOSIT - ALPHONSE DALIMONTE	200.00
04/23/2025	PALMER BUSH & JENSEN	REFUND - CEMETERY DEPOSIT CHARLES BOLINGER	300.00
04/23/2025	DAWSON BISHOP	DELTA PATROL VIDEO	4,250.00
04/23/2025	FIDELITY SECURITY LIFE INS/ EYEMED	VISION INSURANCE COVERAGE	1,668.80
04/23/2025	LOWES BUSINESS ACCOUNT	SUPPLIES & MATERIALS FOR MULTIPLE DEPTS	3,051.28
04/23/2025	DELTA RETIREMENT CENTER	AROMATHERAPY CLASS - SPRING SESSION	40.00
04/23/2025	OSBORN ELECTRIC	REFUND - BD PAYMENT	170.00
04/23/2025	POLLY PRODUCTS	TRASH RECPTL . SHARP PARK	6,631.70
04/28/2025	SUNLIFE INSURANCE	OPTIONAL INSURANCE - APRIL 25	2,280.79
04/30/2025	ACEC OF MICHIGAN	CONFERENCE	258.75
04/30/2025	AMAZON MARKETPLACE	BELION FITS FOR JOHN DEERE	307.21
04/30/2025	AMAZON MARKETPLACE	COMMUNICATION CARDS FOR SPECIAL NEEDS	149.90
04/30/2025	APPLEBEES	ELECTION MEAL	62.05
04/30/2025	AMAZON MARKETPLACE	OFFICE SUPPLIES	498.78
04/30/2025	DETROIT FREE PRESS	MONTHLY SUBSCRIPTION	19.99
04/30/2025	DETROIT NEWSPAPER AGENCY	DETROIT NEWS SUBSCRIPTION RENEWAL	14.99
04/30/2025	DOORDASH	ELECTION MEALS	222.65
04/30/2025	FACEBOOK	MOTHER DAUGHTER DANCE AD	73.12
04/30/2025	AMAZON MARKETPLACE	WORK SHOES & JACKETS	338.43
04/30/2025	GOOGLE YOUTUBE	MONTHLY SUBSCRIPTION	82.99
04/30/2025	GRAND TRAVERSE RESORT	ROOM CHARGES - CONFERENCE	1,315.62
04/30/2025	AMAZON MARKETPLACE	OFFICE FURNITURE/STORAGE	584.80
04/30/2025	HOME DEPOT	BAGS FOR CLEAN UP, STAPLER KIT, STAPLES	426.45
04/30/2025	LANSING CENTER PARKING	MML PARKING	13.35
04/30/2025	LINKEDIN	JOB POSTING -HR POSITION	499.90
04/30/2025	AMAZON MARKETPLACE	VIDEO EQUIPMENT & TRAIL CAMERA	478.67
04/30/2025	MICHIGAN ASSOCIATION OF CPAS	CPA CONTINUING ED	79.00

04/30/2025	OUTBACK STEAKHOUSE	BOR DINNER	137.01
04/30/2025	SWIMOUTLET.COM	TEACHING BAR, MIRROR, RESCUE TUBES, & KICKBOARDS	422.05
04/30/2025	AMAZON MARKETPLACE	BUILDING & JANITORIAL SUPPLIES	712.98
04/30/2025	ZAP ZONE	WELLNESS	52.44
04/30/2025	ZOOM VIDEO COMMUNICATIONS	ANNUAL PAYMENT	794.47
04/30/2025	SPLASHTOP INC	REMOTE SUPPORT LICENSE & SUBSCRIPTION	1,311.74
04/30/2025	MI ASSOCIATION OF MUNICIPAL CLERKS	2025 ANNUAL CONFERENCE & MEMBER EDUCATION DAY	725.00
04/30/2025	WALMART STORES, INC.	KITCHEN ITEMS	100.76
04/30/2025	THE WALL STREET JOURNAL	MONTHLY SUBSCRIPTION - DIGITAL & PRINT	38.99
04/30/2025	INT'L ASSOC. OF EMERGENCY MANAGERS	VIRTUAL CONFERENCE	298.00
04/30/2025	ADOBE, INC.	MONTHLY SUBSCRIPTION FOR STOCK PHOTOS	31.00
04/30/2025	GLOBAL EQUIPMENT CO	WELDED FRAME MIRRORS W/ SHELFs	1,531.83
04/30/2025	COMFORT INN & SUITES AND CONF CTR	ANNUAL MAMC CONFERENCE & BUILDING CONFERENCE ROOMS	1,463.70
04/30/2025	GLASS AMERICA	WINDSHIELD REPLACEMENT	358.00
04/30/2025	MICHIGAN ASSOC OF FIRE CHIEFS	MEMBERSHIP RENEWAL	125.00
04/30/2025	BRUNT WORKWEAR	BOOTS	464.25
04/30/2025	BUFFALO WILD WINGS	LBWL/DELTA TWP QUARTERLY MEETING	26.40
04/30/2025	HORROCKS FARM MARKET	PIZZA FOR VOLUNTEER PAINT CREW	112.63
04/30/2025	SOARING EAGLE CASINO & RESORT	ROOM CHARGE	344.66
04/30/2025	YOURMEMBERSHIP.COM, INC.	JOB POSTING: ANNUAL	359.00
04/30/2025	MIDEAL	MEMBERSHIP	230.00
04/30/2025	NEW PIG CORPORATION	ROOF LEAK DIVERter /HANGING STRAPS / DRAINAGE HOSE	162.49
04/30/2025	VERIZON	MONTHLY CHARGES	2,589.25
04/30/2025	GRANGER	SHARP PROJECT & WASTE	231.89
04/30/2025	CREXI	CREXI INTELLIGENCE	139.00
04/30/2025	JONES & BARTLETT LEARNING	FIRE APPARATUS DRIVER & PUBLICATIONS FOR PROMO EXAM	553.26
04/30/2025	LOWES BUSINESS ACCOUNT	BUBBLE WRAP & CLEAR FURNITURE WAX	51.46
04/30/2025	COMCAST	SERVICE @ MULT LOCATIONS	230.61
04/30/2025	MICHIGAN TOWNSHIPS ASSOCIATION	BOOKS FOR MANAGER OFFICE	225.25
04/30/2025	UPS	SHIPPING CHARGES	26.78
04/30/2025	BJ'S WHOLESALE	BEVERAGES & FRUIT	317.59
04/30/2025	GLOBAL INDUSTRIAL	WATERSENTRY REPLACEMENT FILTER	431.94
04/30/2025	MOULTRIE MOBILE	CHARGE FOR UNLIMITED PLAN	155.88
04/30/2025	MSPE	CONFERENCE	350.00

04/30/2025	POOLWEB.COM	CADDY HANDLE / CADDY HOOK	55.78
04/30/2025	SPLASH.EDU	SWIM SCHOOL SLATES	187.67
04/30/2025	STICKER MULE	DELTA ROCKS! STICKERS	29.00
04/30/2025	STARFISH AQUATICS INSTITUTE	STARFISH SWIMMING - BASIC - START UP FEE	1,099.00
04/30/2025	SAWBONES	TRAINING BLOCK	301.58
04/30/2025	NATIONAL FIRE PROTECTION ASSOC.	MEMBERSHIP	225.00
04/30/2025	TWISTED FORK RESTAURANT	CONFERENCE MEAL	21.40
04/30/2025	MI GOV'T FINANCE OFFICERS ASSOC	BACK TO BASICS REGISTRATION	115.00
04/30/2025	RECREONICS	ROLL-A-WAY STAND / 31 INCH WHITE FACE PACE CLOCK	716.52
04/30/2025	DENNYS	MEALS FOR HOUSE FIRE	264.00
04/30/2025	STATE OF MICHIGAN	PERMIT RENEWALS - STORMWATER, PEPPER RIDGE, PARAMEDIC	884.90
04/30/2025	ASSOCIATION OF PUBLIC TREASURERS	CORE SKILLS TRAINING CLASS & CASH HANDLING	207.00
04/30/2025	MICHIGAN FIRE INSPECTORS SOCIETY	WINTER CONFERENCE	179.88
04/30/2025	NATIONAL REGISTRY EMT	MEMBERSHIP	175.00
05/05/2025	CONSUMERS ENERGY	SERVICE @ MULT LOCATIONS (MAR - APR 25)	4,670.12
05/07/2025	EATON COUNTY TREASURER	DLQ PP TAX DISTRIBUTIONS JAN - MAY 2, 2025	9,455.67
05/07/2025	EATON RESA	DLQ PP TAX DISTRIBUTIONS JAN - MAY 2, 2025	882.18
05/07/2025	GRAND LEDGE PUBLIC SCHOOLS	DLQ PP TAX DISTRIBUTIONS JAN - MAY 2, 2025	1,360.17
05/07/2025	INGHAM INTERMEDIATE SCHOOLS	DLQ PP TAX DISTRIBUTIONS JAN - MAY 2, 2025	805.53
05/07/2025	LANSING COMMUNITY COLLEGE	DLQ PP TAX DISTRIBUTIONS JAN - MAY 2, 2025	560.37
05/07/2025	WAVERLY COMMUNITY SCHOOLS	DLQ PP TAX DISTRIBUTIONS JAN - MAY 2, 2025	11,768.98
05/07/2025	CONSUMERS ENERGY	SERVICE @ MULT LOCATIONS (03/12/25-04/11/25)	2,638.60
05/07/2025	JILL BLACK	SOFTBALL SCOREKEEPER - 4 GAMES WORKED	60.00
05/07/2025	BRAYLON SOBCZYK	3 GAMES WORKED - YOUTH SOCCER	45.00
05/07/2025	LAWRENCE DALIMONTE	REFUND - CEMETERY DEPOSIT	100.00
05/07/2025	KIM SCHERSCHLIGT	REFUND - CEMETERY DEPOSIT	300.00
05/07/2025	HOLIHAN ATKIN BARCLAY	REFUND - CEMETERY DEPOSIT	300.00
05/07/2025	SHELIA RUTLEDGE GRAHAM	REFUND - CEMETERY DEPOSIT	300.00
05/07/2025	CONNIE COMPTON	SOFTBALL SCOREKEEPER 2 GAMES WORKED	30.00
05/07/2025	DELEE DANKENBRING	SOFTBALL SCOREKEEPER - 2 GAMES WORKED	30.00
05/07/2025	FIDELITY SECURITY LIFE INS/ EYEMED	VISION INSURANCE COVERAGE	1,693.99
05/07/2025	KEILEN, CHRISTIAN	3 GAMES WORKED - YOUTH SOCCER	45.00
05/07/2025	LOOMIS	ARMORED SERVICE - 04/30/2025	507.75
05/07/2025	DAVID MILLER	SOFTBALL SCOREKEEPER - 4 GAMES WORKED	60.00

05/07/2025	SPARKY'S ELECTRIC	BUILDING DEPT REFUND	95.00
05/07/2025	IONETIX CORPORATION	BD REFUND - REISSUE CK# 334495	345.00
05/07/2025	MLULEI, WANGANDU	3 GAMES WORKED - YOUTH SOCCER	45.00
05/07/2025	NOLAN PFEFFER	2 GAMES WORKED -YOUTH SOCCER	30.00
05/07/2025	WHITE, ORION A.	3 GAMES WORKED - YOUTH SPRING SOCCER	45.00
05/07/2025	SHELBY DUNN	REFUND P&R RENTAL DEPOSIT	250.00
05/07/2025	SHARON POTTER	SOFTBALL SCOREKEEPER 4 GAMES WORKED	60.00
05/07/2025	BARBARA ROSSI	SENIOR BARRE, SENIOR CORE, ZUMBA GOLD CLASSES	4,103.00
05/07/2025	JOHN ROSSI	SUSPENSION TRAINING	250.00
05/07/2025	SYBIL SHELTON-FORD	YOGA CLASS	136.50
05/07/2025	GARY TACKETT	SOFTBALL SCOREKEEPER - 2 GAMES WORKED	30.00
05/07/2025	UPS	SHIPPING CHARGES	30.00
05/07/2025	WALLACE, CYNTHIA LOU	REFUND W/S FOR ACCOUNT 00003838	237.33
05/07/2025	HOLLAND, PATRICK	REFUND W/S FOR ACCOUNT 00001959	14.22
05/07/2025	MCCALL, ROBERT	REFUND W/S FOR ACCOUNT 00039705	20.00
05/07/2025	COSTIGAN, EILEEN R	REFUND W/S FOR ACCOUNT 00008313	29.06
05/07/2025	JOHNSON, JERELL	REFUND W/S FOR ACCOUNT 00034234	14.52
05/07/2025	GREATER LANSING TITLE & ESCROW	REFUND W/S FOR ACCOUNT 00019485	14.25
05/07/2025	LONG, DALE D	REFUND W/S FOR ACCOUNT 00014190	16.96
05/07/2025	BRIGGS, CHRISTIAN	REFUND W/S FOR ACCOUNT 00033717	65.63
05/07/2025	ORYSZCZAK, GARY	REFUND W/S FOR ACCOUNT 00029006	34.03
05/07/2025	MULLINS, WANDA	REFUND W/S FOR ACCOUNT 00022179	12.70
05/07/2025	HOFFMAN, SANDRA	REFUND W/S FOR ACCOUNT 00025758	20.88
05/07/2025	JUSTICE, RON	REFUND W/S FOR ACCOUNT 00000735	13.56
05/07/2025	ROBERTS, JENNY L	REFUND W/S FOR ACCOUNT 00026875	172.61
05/07/2025	KUHLMAN, BRETT	REFUND W/S FOR ACCOUNT 00030199	100.97
05/07/2025	CHICAGO TITLE OF MICHIGAN, INC.	REFUND W/S FOR ACCOUNT 00039790	192.49
05/12/2025	LANSING BOARD OF WATER & LIGHT	SERVICE @ MULT LOCATIONS (03/14-25-04/12/25)	1,102.63
05/13/2025	LANSING BOARD OF WATER & LIGHT	SERVICE @ 7603 W SAGINAW HWY (03/15/25-04/13/25)	43.99
05/14/2025	LANSING BOARD OF WATER & LIGHT	SERVICE @ MULT LOCATIONS (03/16/25-04/14/25)	1,648.05
05/14/2025	SUSAN K ADSIT	MAY 6, 2025 SPECIAL ELECTION - 9.50 HRS	133.00
05/14/2025	ANDERTON, SARAH LYNN	MAY 6, 2025 - SPECIAL ELECTION 16.50 HRS	247.50
05/14/2025	ANTHONY, RICHARD	ELECTION WORKERS MAY 6, 2025 - 15.75 HRS	220.50
05/14/2025	CATHERINE BABCOCK	ELECTION WORKERS MAY 6, 2025 - 15.75HRS	220.50

05/14/2025	BARWARY, LAWAND	MAY 6 ,2025 SPECIAL ELECTION - 12.25 HRS	171.50
05/14/2025	PAIGE SWEM	ELECTION WORKERS MAY 6, 2025 - 16.75 HRS	251.25
05/14/2025	BATTERBEE, MICHAEL	ELECTION WORKERS MAY 6, 2025 - 15.50 HRS	217.00
05/14/2025	DORENE BECKLEY	ELECTION WORKERS MAY 6, 2025 - 15.75HRS	220.50
05/14/2025	JULIE BILLS	MAY 6, 2025 SPECIAL ELECTION 15.75 HRS	220.50
05/14/2025	GWENDOLYN BODIFORD	ELECTION WORKERS MAY 6, 2025 - 18HRS	380.00
05/14/2025	PATRICK BOHAC	ELECTION WORKERS MAY 6, 2025 - 16.75HRS	355.00
05/14/2025	LIAM BOOMER	MAY 6 , 2025 SPECIAL ELECTION 11.25 HRS	245.00
05/14/2025	HEATHER BOUCK	ELECTION WORKERS MAY 6, 2025	75.00
05/14/2025	REBECCA BOUCK	MAY 6, 2025 SPECIAL ELECTION - 17.75 HRS & 16.25 HRS	476.00
05/14/2025	DENISE BOUGHTON	ELECTION WORKERS MAY 6, 2025 - 17.75HRS	375.00
05/14/2025	BRAYLON SOBCZYK	YOUTH SPRING SOCCER 3 GAMES @\$15/GAME	45.00
05/14/2025	EARL BREEN	MAY 6, 2025 SPECIAL ELECTION 19.25 HRS	405.00
05/14/2025	TARA BRIDE	ELECTION WORKERS-MAY 6, 2025 15HRS	225.00
05/14/2025	NONA BROWN	ELECTION WORKERS MAY 6, 2025 - 17HRS	238.00
05/14/2025	DANIEL BURNS	ELECTION WORKERS-MAY 6 SPECIAL ELECTION 13.75 HOURS	295.00
05/14/2025	BYRNES, JAMES	ELECTION WORKERS MAY 6, 2025 - 16.25 HRS	227.50
05/14/2025	CANDICE CHATFIELD	MAY 6, 2025 SPECIAL ELECTION 6 HRS	84.00
05/14/2025	KATE MARIE CLARK	MAY 6, 2025 SPECIAL ELECTION 8.75 HRS	195.00
05/14/2025	CHERYL SAUNDERS	REFUND - CEMETERY DEPOSIT	300.00
05/14/2025	JULIE WETHY	REFUND - CEMETERY DEPOSIT	300.00
05/14/2025	DONALD CRAWFORD	REFUND - CEMETERY DEPOSIT	300.00
05/14/2025	CONNIE COMPTON	SOFTBALL SCOREKEEPER 4 GAMES	60.00
05/14/2025	DAVID CORRIE	ELECTION WORKERS MAY 6, 2025 9 HRS & 16.75 HRS	386.25
05/14/2025	PHYLLIS COSTELLO	ELECTION WORKERS MAY 6, 2025 - 14.50 HRS	203.00
05/14/2025	CORPORATE WAREHOUSE SUPPLY	TONER - REPLACEMENT CHECK 334521	1,739.65
05/14/2025	MARCELLA V CZAPSKI	ELECTION WORKERS MAY 6, 2025-16.75 HRS	251.25
05/14/2025	PAYTON, ROBIN	ELECTION WORKERS MAY 6, 2025 - 18.50HRS	277.50
05/14/2025	DREVER, EMERY	ELECTION WORKERS MAY 6, 2025 - 15.50HRS	217.00
05/14/2025	AMY EGGLESTON	ELECTION WORKERS MAY 6, 2025 - 17HRS	255.00
05/14/2025	SHANTA ELLSWORTH	MAY 6, 2025 SPECIAL ELECTION 10.50 HRS	147.00
05/14/2025	SUSAN ELLSWORTH	MAY 6, 2025 SPECIAL ELECTION 6 HRS	84.00
05/14/2025	SUSAN FOX	MAY 6, 2025 SPECIAL ELECTION 17 HRS	255.00
05/14/2025	MITCHELL GAFF	MAY 6, 2025 SPECIAL ELECTION 25.50 HRS	357.00

05/14/2025	ALYSANDRA GANEM-REDD	ELECTION WORKERS MAY 6, 2025 - 18 HRS	270.00
05/14/2025	GREEN, OSCAR	ELECTION WORKERS MAY 6, 2025	14.00
05/14/2025	HAAN, MAE	ELECTION WORKERS MAY 6, 2025 - 17.75HRS	248.50
05/14/2025	RUTHIE HODGE	ELECTION WORKERS MAY 6 , 2025 17.75 HRS & 15.75 HRS	469.00
05/14/2025	DOUGLAS HOEK	MAY 6, 2025 SPECIAL ELECTION 10.50 HRS	147.00
05/14/2025	REGINA JOHNSON	ELECTION WORKERS MAY 6, 2025 - 18 HRS	380.00
05/14/2025	LEXIS JONES	ELECTION WORKERS MAY 6, 2025	75.00
05/14/2025	SCHIEDING, JACK	RECYCYCLING EVENT 6HOURS @\$15/HR	90.00
05/14/2025	MELISSA KALTENBACH	MAY 6, 2025 SPECIAL ELECTION 8.75 HRS	131.25
05/14/2025	KEILEN, CHRISTIAN	YOUTH SPRING SOCCER 3 GAMES	45.00
05/14/2025	RALPH MICHAEL KELLY	ELECTION WORKERS MAY 6, 2025 - 15.50HRS	217.00
05/14/2025	SADIE KILBOURN	MAY 6, 2025 -SPECIAL ELECTION 16.50 HRS	350.00
05/14/2025	DEMPHNA KRIKORIAN	MAY 6, 2025 SPECIAL ELECTION 15.75 HRS	220.50
05/14/2025	KATHLEEN KRUSE	ELECTION WORKERS MAY 6, 2025 - 16.25HRS	227.50
05/14/2025	ERIN LIVISKIE	MAY 6, 2025 SPECIAL ELECTION 10.50 HRS	147.00
05/14/2025	PARKS, LEAH	YOUTH SPRING SOCCER 2 GAMES	30.00
05/14/2025	THOMAS MAILAND	MAY 6, 2025 SPECIAL ELECTION 10.50 HRS	147.00
05/14/2025	LORETTA LOUISE MANDLEY	ELECTION WORKERS MAY 6, 2025-16HRS	224.00
05/14/2025	CHRISTOPHER MATTSON	MAY 6, 2025 SPECIAL ELECTION 19.50 HRS	410.00
05/14/2025	WARREN MEIDINGER	MAY 6, 2025 SPECIAL ELECTION 17 HRS	238.00
05/14/2025	LAVERNE MICKEL	ELECTION WORKERS MAY 6, 2025	20.00
05/14/2025	LEOLA MITCHELL	ELECTION WORKERS MAY 6, 2025 - 15.75 HRS	220.50
05/14/2025	MOLNAR, ADAM	YOUTH SPRING SOCCER 3 GAMES	45.00
05/14/2025	MARC ADRIAN MOORE	SOFTBALL SCOREKEEPER 4 GAMES	60.00
05/14/2025	VIRGINIA NOBLE	ELECTION WORKERS MAY 6, 2025 6 HRS	84.00
05/14/2025	NEIL O'BRIEN	ELECTION WORKERS MAY 6, 2025 - 17.75HRS	266.25
05/14/2025	OVERLY, MARA	MAY 6, 2025 - SPECIAL ELECTION - 15.75 HRS	220.50
05/14/2025	WHITE, ORION A.	YOUTH SPRING SOCCER 3 GAMES	45.00
05/14/2025	MICHAEL PHELPS	ELECTION WORKERS MAY 6, 2025 - 15.75HRS	236.25
05/14/2025	BEVERLY PILLAR	ELECTION WORKERS MAY 6, 2025 - 16.75HRS	355.00
05/14/2025	SHARON POTTER	SOFTBALL SCOREKEEPER 7 GAMES	105.00
05/14/2025	PUCK, ADDISON	MAY 6, 2025 SPECIAL ELECTION 17.50 HRS	282.50
05/14/2025	DAVID PUCK	ELECTION WORKERS MAY 6, 2025 - 16.75 HRS	355.00
05/14/2025	RUBY PUCK	MAY 6, 2025 SPECIAL ELECTION - 8.50 HRS	119.00

05/14/2025	HOLLY ELISE PURVES	ELECTION WORKERS MAY 6, 2025 - 15.75 HRS	236.25
05/14/2025	SHIRLEY ROE	MAY 6, 2025 SPECIAL ELECTION 21.75 HRS	304.50
05/14/2025	NATHAN RUSWINCKEL	YOUTH SPRING SOCCER 3 GAMES	45.00
05/14/2025	SANCHEZ, KATHRYN KUHN	ELECTION WORKERS MAY 6, 2025 - 16 HRS	224.00
05/14/2025	KIMBERLY SCHOBERT	ELECTION WORKERS MAY 6, 2025 - 16.75HRS	234.50
05/14/2025	JANET SMALL	ELECTION WORKERS MAY 6, 2025 17 HRS	255.00
05/14/2025	KAIDEN SOBCZYK	RECYCLING EVENT 6HRS @\$15/HR	90.00
05/14/2025	DORIS JANE STANLEY	ELECTION WORKERS MAY 6, 2025 - 15.50HRS	217.00
05/14/2025	JOSEPH E STATEN	ELECTION WORKERS MAY 6, 2025 - 18.25HRS	273.75
05/14/2025	STOUFFER-HOPKINS, ANNA	ELECTION WORKERS MAY 6, 2025 - 15.75 HRS	220.50
05/14/2025	GARY TACKETT	YOUTH SPRING SOCCER & SOFTBALL SCOREKEEPER - 8 GAMES	120.00
05/14/2025	EILEEN TRIERWEILER	ELECTION WORKERS MAY 6, 2025 - 15.75HRS	220.50
05/14/2025	MICHELLE TWICHELL	ELECTION WORKERS MAY 6, 2025 13.75 HRS	295.00
05/14/2025	TRANSNATION TITLE AGENCY	REFUND W/S FOR ACCOUNT 00039191	25.56
05/14/2025	MILTON, KIMBLYN	REFUND W/S FOR ACCOUNT: 00032497 REISSUE CK #334611	51.42
05/14/2025	MARILYN WADE	ELECTION WORKERS MAY 6, 2025 - 15.75HRS	220.50
05/14/2025	JOHN WALDRON	MAY 6, 2025 SPECIAL ELECTION 11.75 HRS	255.00
05/14/2025	CAROL WALKER	ELECTION WORKERS MAY 6, 2025 - 16.75HRS	234.50
05/14/2025	SANDRA WALKER	ELECTION WORKERS MAY 6, 2025 - 16.75 HRS	251.25
05/14/2025	DAVID WARE	ELECTION WORKERS MAY 6, 2025 - 15.50 HRS	217.00
05/14/2025	KURT WARNER	MAY 6, 2025 SPECIAL ELECTION 9.75 HRS & 16.25 HRS	458.75
05/14/2025	RONDA LYNN WHITING	ELECTION WORKERS MAY 6, 2025 - 18.25 HRS	273.75
05/14/2025	WICKMAN, BARRY	ELECTION WORKERS MAY 6, 2025	14.00
05/14/2025	ADAM WIESE	MAY 6, 2025 - SPECIAL ELECTION 15.50 HRS	232.50
05/14/2025	JULIE YEAKEY	ELECTION WORKERS MAY 6, 2025 - 16.50 HRS	231.00
05/14/2025	STEPHEN ZOPF	MAY 6, 2025 -SPECIAL ELECTION 15.75 HRS	220.50
05/15/2025	LANSING BOARD OF WATER & LIGHT	SERVICE @ MULT LOCATIONS (03/17/25-04/17/25)	10,000.03
05/19/2025	LANSING BOARD OF WATER & LIGHT	STREET LIGHTS - APR 25 & SERVICE @ MULT LOCATIONS	76,588.63
05/21/2025	THE CHRISTMAN COMPANY	SUBSTATION PROJECT	461,143.68
05/21/2025	CONSUMERS ENERGY	SERVICE @ 7419 E MT HOPE HWY (03/27/25-04/28/25)	1,016.95
05/21/2025	GRAND RIVER CONSTRUCTION	LG BATTERY PLANT PROJECT	112,490.10
05/21/2025	SORENSEN GROSS COMPANY, LLC	WILLOW/PEPPER RIDGE FORCE MAIN	337,623.59
05/21/2025	A&L GREAT LAKES LABORATORIES	SOIL TESTING	39.00
05/21/2025	THE ACCUMED GROUP	BILLING SERVICE FEE - EMS & FIRE - APR 25	10,220.25

05/21/2025	ADVANCED TURF SOLUTIONS, INC.	FUNGICIDE & MARKING CHALK	4,030.98
05/21/2025	AIRGAS USA, LLC	OXYGEN	878.19
05/21/2025	ALRO STEEL	5/8" (#5) REBAR GRD 60	540.36
05/21/2025	ALTOGAS	FORK TRUCK PROPANE	21.59
05/21/2025	AMBS MESSAGE CENTER	ANSWERING SERVICE - UTILITIES (5/1/2025-5/31/2025)	162.36
05/21/2025	AMERICAN RENTALS, INC.	PORTABLE TOILETS	200.00
05/21/2025	ASSOCIATED GRAPHICS	PARAMEDIC DECALS / "433" DECAL	1,078.50
05/21/2025	AUTOMATION DIRECT	NEW PANEL-WILLOW LS PROJECT	100.00
05/21/2025	BLUESTONE PSYCH	POST-COE	495.00
05/21/2025	BOUND TREE MEDICAL, LLC	MEDICAL SUPPLIES	58.50
05/21/2025	BRD PRINTING, INC.	DELTA MAGAZINE	11,477.25
05/21/2025	BSN SPORTS	THE ROCK WMNS RUBBER BKB-STOCK RY/WH & KICKBALLS	349.50
05/21/2025	CAPITAL ASPHALT LLC	50% DOWN - PARKING LOT REPLACEMENT	80,733.17
05/21/2025	CIVIC PLUS	MUNICODE CODIFICATION ADMINISTRATIVE SUPPORT FEE	496.13
05/21/2025	CLASSIC COFFEE CO.	COFFEE, CREAM, SUGAR - STATIONS #1 & #3	490.00
05/21/2025	CRANDELL BROS. TRUCKING CO.	GRAVEL	1,725.12
05/21/2025	DAVID CHAPMAN AGENCY, INC.	MVR'S	90.00
05/21/2025	DELAU FIRE SERVICES	FREEZE TANKS - WATER OPS	60.00
05/21/2025	DRIVERS LICENSE GUIDE COMPANY	2025 I.D. CHECKING GUIDE	33.95
05/21/2025	DUBOIS-COOPER	F.E.W. PUMP & PARTS FOR LIFT STATIONS	1,483.00
05/21/2025	EATON COUNTY	SPECIAL BILLING FOR WORKCREW	2,400.00
05/21/2025	EATON COUNTY TREASURER	TR-2024 TAX YEAR	23.69
05/21/2025	EATON COUNTY TREASURER	SPACE TAX	570.00
05/21/2025	ELECTION SOURCE	EARLY VOTING BALLOT BAGS	108.00
05/21/2025	ETNA SUPPLY COMPANY	METER GASKETS, SPIGOTS, & HANDLES FOR METER SETS	677.33
05/21/2025	FACILITY SOLUTIONS, INC.	JANITORIAL SUPPLIES	733.42
05/21/2025	FIBERTEC ENVIRONMENTAL SERVICES	IPP & BIOSOLIDS MONITORING, 2ND QTR PFAS	1,074.00
05/21/2025	FLAT OUT GRAPHICS	AUGUSTA SPORTSWEAR	425.28
05/21/2025	FLUID CONNECTIONS, INC	HYDRANT MAINTENANCE	6.49
05/21/2025	GILMORE'S	MAINTENANCE ON ICE MACHINE	261.00
05/21/2025	GRAND LEDGE AUTO PARTS	HYDRAULIC & DIESEL FLUID	146.74
05/21/2025	GRAINGER	JANITORIAL SUPPLIES & OFFICE SUPPLIES	1,492.66
05/21/2025	MORRIE'S GRAND LEDGE FORD LINCOLN	BRAKE KIT & ROTORS	465.40
05/21/2025	GRAYMONT WESTERN LIME, INC.	HIGH CALCIUM QUICKLIME	8,134.36

05/21/2025	HALLAHAN & ASSOCIATES	PROFESSIONAL SERVICES THROUGH APRIL 30, 2025	1,953.00
05/21/2025	HAMMOND FARMS	PRO-SOIL LAWN MIX & RED OAK BARK	1,314.50
05/21/2025	HUNTINGTON NATIONAL BANK	BOND ADMIN FEE	500.00
05/21/2025	INTERNATIONAL MINUTE PRESS	PRINT, FOLD, MAIL W/S BILLS	5,921.27
05/21/2025	KENDALL ELECTRIC INC.	PARTS FOR SNOW TOWER GENERATOR	521.63
05/21/2025	KIMBALL MIDWEST	AUTO PARTS	721.69
05/21/2025	JACOB KLEINHENZ	EXPENSE REIMBURSEMENT	142.80
05/21/2025	LANE'S APPLIANCE REPAIR	DRYER REPAIR	289.24
05/21/2025	LANSING SECURITY & LOCKSMITH	LABOR SERVICE - MAIN DOOR	100.00
05/21/2025	MI ASSOC OF HOUSING OFFICIALS	CONFERENCE AND LODGING REG - WOODS	400.00
05/21/2025	MAURER'S	UTILITIES UNIFORMS (APRIL 2025)	844.83
05/21/2025	MCKEARNEY ASPHALT & SEALING, INC.	ASPHALT	12,000.00
05/21/2025	MCMAMARA'S HEATING & COOLING	WATER HEATER INSTALLATION	1,750.00
05/21/2025	MI DEPT OF HEALTH AND HUMAN SERVICE	QUALITY ASSURANCE ASSESSMENT	3,501.16
05/21/2025	MENARDS	MISC PARTS, TOOLS, & SUPPLIES	687.60
05/21/2025	MERIT LABORATORIES, INC.	PGM-TTO & DT-CAT-001	533.00
05/21/2025	METTLER-TOLEDO, INC.	BASIC TEST REPORT	301.20
05/21/2025	GLENN BREWER	REIMBURSEMENT FOR DRIVERS LICENSE	48.50
05/21/2025	MMAAO	ANNUAL MEETING	25.00
05/21/2025	RYAN MORRISSEY	TIMEX MEN'S WATCH	50.00
05/21/2025	MYERS PLUMBING & HEATING, INC.	BOILER PUMP REPAIR	70.00
05/21/2025	NCL OF WISCONSIN	LAB SUPPLIES	3,044.27
05/21/2025	NORTH GRAND RIVER COOPERATIVE	DELTA FIRE MEDICAL LINENS	75.13
05/21/2025	NYE UNIFORM	UNIFORMS	722.96
05/21/2025	OHM ADVISORS	PEPPER RIDGE, WILLOW FM, BP4 - PROF SVCS	97,642.64
05/21/2025	PITNEY BOWES PURCHASE POWER	RESERVE ACCOUNT	44.15
05/21/2025	PROVIDENCE CONSULTING COMPANY	CLOUD STORAGE ANNUAL & MICROSOFT AGREEMENT	19,321.00
05/21/2025	FIRE MARK ADVANTAGE, LLC	SAFE TRAILER COURSES: HALL, HATFIELD, KAHLER, HUISMAN, OBERST	1,170.00
05/21/2025	PVS TECHNOLOGIES, INC.	FERRIC CHLORIDE SOLUTION	10,285.76
05/21/2025	QUALITY TIRE, INC.	REPAIR 2014 CHEVY SILVERADO	312.58
05/21/2025	SAFEBUILT	BUILDING INSPECTION	1,170.03
05/21/2025	SCHINDLER ELEVATOR CORP.	OLD CAR NO. 1=DOOR RESTRICTOR/MECHANICAL	6,820.00
05/21/2025	SMART BUSINESS SOURCE	PAPER	107.45
05/21/2025	THE SHYFT GROUP USA, INC.	FIRE TRUCK REPAIR	25,493.98

05/21/2025	TETRA TECH, INC.	ST JOE HWY, WWTP IMPVMTS, & ULTIUM - PROF SVCS	73,013.44
05/21/2025	THRUN LAW FIRM P.C.	LEGAL SERVICES -APRIL 2025	6,987.70
05/21/2025	TRAVELERS CL REMITTANCE CENTER	INSURANCE DEDUCTIBLE	1,750.00
05/21/2025	TRUELOOK, INC	WRRF UPGRADES	349.00
05/21/2025	UPS	SHIPPING CHARGES	19.26
05/21/2025	USA BLUE BOOK	CCTV COLLECTIONS DYE TABLETS	74.89
05/21/2025	VIRIDIS DESIGN GROUP	HUNTER'S ORCHARD & SHARP PARK PROF SVCS	4,055.00
05/21/2025	YOUNG CHEVROLET OF ST JOHNS	MOTOR WORK	3,941.21
05/21/2025	VOYANT COMMUNICATIONS	PHONE & INTERNET SERVICE	3,751.38
05/21/2025	BERGER CHEVROLET, INC	2025 CHEVY SILVERADO	44,538.00
05/22/2025	WEX BANK	FUEL PURCHASES FOR TWP FLEET APR 25	11,802.58
05/23/2025	CONSUMERS ENERGY	STREET LIGHTS - APR 25	4,182.96
05/29/2025	LANSING BOARD OF WATER & LIGHT	WHOLESALE WATER - APR 2025	288,396.19
05/30/2025	COMMERCIAL CONTRACTING CORPORATION	WRRF PROJECT	<u>1,380,937.40</u>
		PAYABLES	\$ 3,267,590.23
		PAYROLL PAY ENDING 04/26/25	<u>\$ 455,910.47</u>
			<u><u>\$ 3,723,500.70</u></u>

CHARTER TOWNSHIP OF DELTA
Public Meeting Room A
Delta Township Administration Building
7710 West Saginaw Highway
Lansing, MI 48917

**TOWNSHIP BOARD REGULAR MEETING MINUTES FOR
MONDAY, MAY 5, 2025**

I. CALL TO ORDER

Supervisor Brewer called the meeting to order at 6:00pm.

II. OPENING CEREMONIES – Pledge of Allegiance

III. ROLL CALL

Members Present: Supervisor Fonda J. Brewer, Clerk Mary R. Clark, Treasurer Dennis R. Fedewa, Trustee Elizabeth S. Bowen, Trustee Andrea M. Cascarilla and Trustee Joshua I. Lyman

Members Absent: Trustee Karen J. Mojica

Others Present: Manager Brian T. Reed, Finance Director Courtney Nicholls, Fire Chief J. David Feichtner, Lieutenant Preston Dahlgren, Sergeant Justin Barber, Deputy Manager Erin LaPere, Assistant to the Manager/Communications Administrator Mary Worland, Planning & Economic Development Director Peter Menser, Utilities Director Rick Kane.

TRUSTEE BOWEN MOVED TO EXCUSE TRUSTEE MOJICA FROM THE MAY 5, 2025, REGULAR BOARD MEETING.

TRUSTEE CASCARILLA SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

IV. PRESENTATIONS AND PROCLAMATIONS

V. SET/ADJUST AGENDA

TRUSTEE CASCARILLA MOVED TO APPROVE THE AGENDA AS PRESENTED.

TREASURER FEDEWA SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

VI. PUBLIC HEARING

VII. COMMUNICATIONS

MONDAY, MAY 5, 2025, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

VIII. PUBLIC COMMENTS

April Bryan, 3343 Wardell Road – Spoke regarding private roads and the Short-Term Rental Ordinance.

David Prout, Aspen Manor - Spoke regarding Pioneer being installed in their neighborhood.

Lou Ann Bremer, Wardell Road – Spoke regarding private roads and the Short-Term Rental Ordinance.

Scott House, 4712 Whitetail Lane – Spoke regarding private roads and the Short-Term Rental Ordinance.

Bobby Bryan, 3343 Wardell Road – Spoke regarding private roads and the Short-Term Rental Ordinance.

David Howell, 9487 Guinea Road – Spoke regarding Anderson Park.

IX. INTRODUCTION OF ORDINANCES

X. PASSAGE OF ORDINANCES

1. Short Term Rental Ordinance Adoption

TRUSTEE BOWEN MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE FOR FINAL ADOPTION AN AMENDMENT TO CHAPTER 8, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES BY ADDING ARTICLE VII SHORT-TERM RENTALS AND DIRECT THE TOWNSHIP CLERK TO PUBLISH THE ORDINANCE IN A LOCAL NEWSPAPER.

CLERK CLARK SUPPORTED THE MOTION. THE MOTION PASSED 5-1 (LYMAN).

2. Ordinance Amendment Bike Use in Parks – Adoption

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD ADOPT AMENDMENTS TO CHAPTER 30 PARKS AND RECREATION OF THE DELTA TOWNSHIP CODE OF ORDINANCES. THE TOWNSHIP CLERK IS HEREBY DIRECTED TO ADVERTISE THIS ADOPTION IN THE LOCAL NEWSPAPER WITH THE PROPOSED ORDINANCE AMENDMENT TAKING EFFECT UPON PUBLICATION.

CLERK CLARK SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

MONDAY, MAY 5, 2025, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

XI. CONSENT AGENDA

TRUSTEE BOWEN MOVED TO APPROVE THE CONSENT AGENDA AS PRESENTED.

TRUSTEE LYMAN SUPPORTED THE MOTION.

ROLL CALL:

AYES: SUPERVISOR BREWER, CLERK CLARK, TREASURER FEDEWA, TRUSTEE BOWEN, TRUSTEE CASCARILLA, AND TRUSTEE LYMAN

NAYS: NONE

ABSENT: TRUSTEE MOJICA

THE MOTION PASSED 6-0.

3. Bills and Financial Transactions

Bond/Debt Payments	\$	
Investments	\$	
Payroll & Related	\$	537,243.64
Refunds	\$	1,704.98
Tax Distributions	\$	
Vendor Claims	\$	6,297,111.02
Total	\$	6,836,059.64

TRUSTEE BOWEN MOVED TO APPROVE THE BILLS AND FINANCIAL TRANSACTIONS IN THE AMOUNT OF \$6,836,059.64.

TRUSTEE LYMAN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

4. Minutes –

a. Monday, March 17, 2025, Regular Board Meeting

b. Monday, April 21, 2025, Regular Board Meeting

TRUSTEE BOWEN MOVED TO APPROVE THE MONDAY, MARCH 17, 2025, AND THE MONDAY, APRIL 21, 2025, REGULAR BOARD MEETING MINUTES AS PRESENTED.

TRUSTEE LYMAN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

5. Building Department Truck Purchase

TRUSTEE BOWEN MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE PROPOSAL FROM BERGER CHEVROLET INC, THROUGH THE MIDEAL BID PROGRAM, FOR THE PURCHASE OF A 2025 CHEVROLET SILVERADO 1500 AT A COST OF \$44,538 AND AUTHORIZE THE TOWNSHIP MANAGER TO SIGN ANY REQUIRED DOCUMENTS.

TRUSTEE LYMAN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

6. Surplus Property

TRUSTEE BOWEN MOVED THAT THE DELTA TOWNSHIP BOARD AUTHORIZE THE DISPOSAL OF THE SURPLUS ITEM LISTED IN THE MEMO THROUGH ONLINE AUCTION OR TRADE IN.

TRUSTEE LYMAN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

XII. ITEMS REMOVED FROM CONSENT AGENDA FOR DISCUSSION

XIII. ITEMS ADDED TO AGENDA UNDER SECTION V. SET/ADJUST AGENDA

XIV. OLD ITEMS OF BUSINESS

XV. NEW ITEMS OF BUSINESS

7. Administration Building – Asphalt Parking Lot Replacement

TRUSTEE BOWEN MOVED THAT THE DELTA TOWNSHIP BOARD ACCEPT THE BID FROM CAPITAL ASPHALT FOR THE DELTA TOWNSHIP ADMINISTRATION BUILDING ASPHALT PARKING LOT REPLACEMENT PROJECT IN THE AMOUNT OF \$161,466.35 AND THAT THE TOWNSHIP MANAGER BE AUTHORIZED AND DIRECTED TO EXECUTE THE CONTRACT DOCUMENTS FOR THE AFOREMENTIONED PROJECT.

TRUSTEE LYMAN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

8. ECRC Agreement for Improvements to Administration Dr. and Davenport Dr.

TRUSTEE CASCARILLA MOVED THAT THE DELTA TOWNSHIP BOARD APPROVE THE AGREEMENT FOR IMPROVEMENTS TO ADMINISTRATION DRIVE AND DAVENPORT DRIVE FOR \$10,500 AND THAT THE SUPERVISOR AND CLERK BE APPROVED AND DIRECTED TO SIGN THE AGREEMENT ON BEHALF OF THE TOWNSHIP.

MONDAY, MAY 5, 2025, TOWNSHIP BOARD MINUTES – REGULAR MEETING
CHARTER TOWNSHIP OF DELTA

TRUSTEE BOWEN SUPPORTED THE MOTION. THE MOTION PASSED 6-0.

XVI. MANAGER’S REPORT – Brian Reed, Township Manager

Manager Reed presented his updates to the Township Board:

- The Utility Department will be spreading biosolids starting May 12, 2025.
- Received a small grant from the DELMAC Foundation for a bike rack and fix it kit for Colt Elementary.
- Special Election is Tuesday, May 6, 2025.

XVII. BOARD MEMBER COMMITTEE REPORTS

XVIII. COMMITTEE OF THE WHOLE

9. ECSO – Delta Patrol Annual Report

Lieutenant for the Eaton County Sheriff’s Office in charge of Delta Patrol, Preston Dahlgren, presented the ECSO Delta Patrol’s 2025 Annual Report to the Board.

XIX. CLOSED SESSION

XX. PUBLIC COMMENTS

XXI. ADJOURNMENT –

Supervisor Brewer adjourned the meeting at 7:02pm.

CHARTER TOWNSHIP OF DELTA

FONDA J. BREWER, SUPERVISOR

MARY R. CLARK, CLERK



MEMO

TO: Supervisor Brewer and the Delta Township Board

FROM: Jacob D. Kleinhenz, P.E., Township Engineer

DATE: May 19, 2025

SUBJECT: Courtyard at Delta – Section 16

The watermain facilities installed for the Courtyard at Delta project, located in Section 16 of Delta Township, have been completed. The required Waiver of Lien, Deed of Grant, and Easements Grants for the water main facilities and non-motorized pathway have been signed by the developer/property owner and are hereby submitted for your approval.

Said facilities have been inspected, tested, and approved by this office.

The following resolution is offered for your consideration:

"I move that the Delta Township Board accept the Waiver of Lien, Deed of Grant, and Easement Grants for a Non-Motorized Pathway and for the water main facilities installed to serve the Courtyard at Delta project located in Section 16 of Delta Township, and further, that said water main facilities be accepted into the Delta Township Water Main System."

Staff will attend the May 19, 2025 Board meeting to answer any questions or address any concerns from the Board.

Thank you.

Supervisor Fonda J. Brewer
Clerk Mary R. Clark
Treasurer Dennis R. Fedewa
Manager Brian T. Reed



Trustee Elizabeth S. Bowen
Trustee Andrea M. Cascarilla
Trustee Karen J. Mojica
Trustee Joshua I. Lyman

Engineering Department

(517) 323-8540

May 19, 2025

**ENGINEER'S CERTIFICATION OF
SATISFACTORY COMPLETION**

Mary R. Clark, Clerk
Delta Township
7710 West Saginaw Highway
Lansing, MI 48917

RE: Courtyard at Delta – Section 16

Dear Mary:

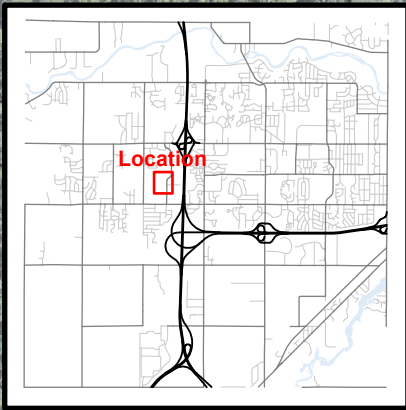
I hereby certify that the water main facilities as part of the Courtyard at Delta project located in Section 16 have been installed according to the Municipal Utility Agreement and Delta Township's Municipal Utility Standards.

Said facilities have been inspected, tested and approved by this office. In addition, the required Waiver of Lien, Deed of Grant, and Easements for water main facilities and non-motorized pathway have been received for said facilities, copies of which are attached and will be recorded upon final acceptance by the Township Board.

Sincerely,

DELTA TOWNSHIP

Jacob Kleinhenz, P. E.
Delta Township Engineer



Courtyard at Delta



0 100 200 400
Feet

Delta Charter Township
7710 W. Saginaw Highway
Lansing, MI 48917
517.323.8500



**Courtyard at Delta
Location Map**

Copyright nearmap 2015

6/28/2024

FULL UNCONDITIONAL WAIVER OF LIEN

We have entered into a contract with **DELTA MARKETPLACE PROPERTY LLC** to provide work or material to be provided for the construction, erection and alteration of water main facilities for the improvement of the property commonly known as **COURTYARD AT DELTA**, located at 350 S. Marketplace Boulevard, Lansing, Michigan 48917 and legally described as:

A parcel of land in the Southwest 1/4 Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43'23"W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23'37"E 890.91 feet; N01°02'49"W 100.03 feet; and N00°23'37"E 439.19 feet to the point of beginning of this description; thence N89°36'23"W perpendicular to said West right-of-way line 526.26 feet; thence N00°23'37"E parallel with said West right-of-way line 586.40 feet; thence N71°23'48"E 535.22 feet; thence N59°11'54"E 75.45 feet; thence N62°08'23"E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33'10", and a chord of 342.61 feet bearing S23°10'13"W to said East line; thence S00°23'37"W along said East line 531.25 feet to the point of beginning; said parcel containing 8.36 acres, more or less; said parcel subject to all easements and restrictions, if any.

Parcel Identification No. 040-016-300-002-02 (the "Property").

The following costs for labor, materials, engineering, and administrative overhead are provided for informational purposes only:

Sanitary Sewer:	\$ <u> -- </u>
Water:	\$ <u> 302,950 </u>

We acknowledge and agree that the contract has been fully paid and satisfied. By signing this waiver, we hereby waive, release, and relinquish any and all our construction lien rights and claims against the Property. This waiver, together with all previous waivers, if any, covers all amounts due to us for contract improvements provided to the Property through the date shown below.

If the improvement is provided to property that is a residential structure and if the owner or lessee of the Property or the owner's or lessee's designee has received a notice of furnishing from one of us or if we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from one of us, the owner, lessee, or designee may not rely upon it without contacting one of us, either in writing, by telephone, or personally, to verify that it is authentic.

[Signature on the Following Page]

DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY.

Dated: 4/16/25

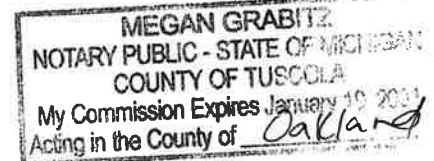
By: 
Sara Smith, President
Saradan Construction
Oxford, Michigan 48371

STATE OF MICHIGAN)
) ss:
COUNTY OF Oakland)

Before me a Notary Public on this 16th day of April, 2025 personally appeared Sara Smith, President, Saradan Construction, to me known to be said person and made an oath that he/she has read the foregoing Full and Unconditional Waiver of Lien, by him/her subscribed, and acknowledged the same as his/her free act and deed.


_____, Notary Public
Tuscola County, Michigan
My commission expires: 1/19/2031
Acting in Oakland County

Prepared By and After Recording Return To:
Jacob Kleinhenz, P.E.
Township Engineer, Engineering Department
Charter Township of Delta
7710 West Saginaw Highway
Lansing, MI 48917



DEED OF GRANT

THIS DEED OF GRANT is made _____ 2025, by and between **DELTA MARKETPLACE PROPERTY, LLC**, whose address is 680 North Lakeshore Drive, Unit 1103, Chicago, Illinois 60611 (collectively, the “Grantor”) and **CHARTER TOWNSHIP OF DELTA**, a Michigan charter township organized and operating under the provisions of the Charter Township Act, MCL 42.1, et seq., as amended, whose office address is 7710 West Saginaw Highway, Eaton County, Lansing, Michigan 48917 (the “Grantee”).

WITNESSETH:

1. For the sum of One Dollar (\$1.00) paid to the Grantor by the Grantee, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys to the Grantee, its successors and assigns, all of the Grantor’s right, title and interest in and to the water main facilities and appurtenances, as illustrated in the as-built drawings on file in the Charter Township of Delta Engineering Department offices, lying on, across, over and under the property legally described below, Easement Area, for said purpose as described in the Easement between the parties, dated _____, 2025 (the “Improvements”):

An area of land in the Southwest 1/4 of Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the limits of said easement being the East 14.00 feet of the following property lying West of and as measured at right angles to the East property line of said parcel described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43’23”W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23’37”E 890.91 feet; N01°02’49”W 100.03 feet; and N00°23’37”E 439.19 feet to the point of beginning; thence N89°36’23”W perpendicular to said West right-of-way line 526.26 feet; thence N00°23’37” parallel with said West right-of-way line 586.40 feet; thence N71°23’48”E 535.22 feet; thence N59°11’54”E 75.45 feet; thence N62°08’23”E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33’10”, and a chord of 342.61 feet bearing S23°10’13”W; thence S00°23’37”W along said West line 531.25 feet to the point of beginning; said resulting easement area subject to all other easements and restrictions, if any.

Part of Parcel Identification No. 040-016-300-002-02 (the “Easement Area”).

2. Grantor warrants and represents to the Grantee that it is the lawful owner of the Improvements, and that the Improvements are free of all liens and encumbrances of any kind. Grantor further represents that it has the authority to transfer the Improvements and that the Grantor will warrant and indemnify the Grantee against all claims asserted by any entity or person arising out of the installation, construction, and completion of the Improvements, including without limitation Grantee's actual attorney fees and related costs. Grantor also warrants that the Improvements are free from defects in material and workmanship. All warranties and guarantees pertaining to the Improvements are hereby assigned and transferred to the Grantee.

3. This transaction is exempt from real estate transfer tax pursuant to Section 5(a) of Public Act 134 of 1966, MCL 207.505(a), as amended, and Section 6(a) of Public Act 330 of 1993, MCL 207.526(a), as amended.

[Signature on Following Page]

IN WITNESS WHEREOF, the parties have caused this Deed of Grant to be executed on the date and year above first written.

GRANTOR:

DELTA MARKETPLACE PROPERTY, LLC,
A Michigan limited liability company

Dated: 4-16-25

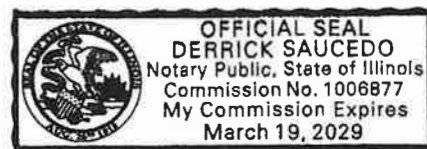
By: [Signature]
Printed: Dan Emmett Anbar
Its: Manager

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

Before me a Notary Public on this 16th day of April, 2025 personally appeared Dan Anbar, _____ of Delta Marketplace Property, an Michigan limited liability company, to me known to be said person and made an oath that he/she has read the foregoing Deed of Grant, by him/her subscribed, and acknowledged the same as his/her free act and deed.

[Signature], Notary Public
Derrick Saucedo County, COOK
My commission expires: 03/19/2029
Acting in COOK County

Prepared By and When Recorded Return To:
Jacob Kleinhenz, P.E.
Township Engineer, Engineering Department
Charter Township of Delta
7710 West Saginaw Highway
Lansing, MI 48917



EASEMENT FOR PUBLIC UTILITIES

This Grant of Easement for Public Utilities is granted by **DELTA MARKETPLACE PROPERTY, LLC**, a Michigan limited liability company, whose address is 680 N Lake Shore Drive, Unit 1103, Chicago, Illinois 60611 (the “Grantor”) to **DELTA CHARTER TOWNSHIP**, a Michigan charter township, organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, whose address is 7710 West Saginaw Highway, Lansing, Michigan 48917 (the “Grantee”) (individually, a “Party,” and collectively, the “Parties”).

1. Grantor’s Property. Grantor owns real property located at 350 S. Marketplace Boulevard, Lansing, Michigan 48917 in the Township of Delta, County of Eaton, Michigan, which is legally described as follows:

A parcel of land in the Southwest 1/4 Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43’23”W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23’37”E 890.91 feet; N01°02’49”W 100.03 feet; and N00°23’37”E 439.19 feet to the point of beginning of this description; thence N89°36’23”W perpendicular to said West right-of-way line 526.26 feet; thence N00°23’37”E parallel with said West right-of-way line 586.40 feet; thence N71°23’48”E 535.22 feet; thence N59°11’54”E 75.45 feet; thence N62°08’23”E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33’10”, and a chord of 342.61 feet bearing S23°10’13”W to said East line; thence S00°23’37”W along said East line 531.25 feet to the point of beginning; said parcel containing 8.36 acres, more or less; said parcel subject to all easements and restrictions, if any.

Tax Parcel No. 040-016-300-002-02 (“Grantor’s Property”).

2. Easement Area. For and in consideration of One and 00/100 Dollar (\$1.00) paid to the Grantor by the Grantee and other valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual, non-exclusive, and permanent easement and right-of-way for the purpose of laying, constructing, installing, maintaining, inspecting, repairing, replacing, improving, modifying, and otherwise operating and using public utilities, including but not limited to, water main facilities, a sanitary sewer system, and the necessary appurtenances thereto (the “Public Utilities”) in, upon, over, across, under, and through a portion of Grantor’s Property (“Easement”), which portion is depicted and legally described in Exhibit “A” attached hereto (the “Easement Area”). The Parties acknowledge and agree that the

Easement Area must be a minimum width of 20 feet, and the Easement Area will be generally centered upon the Public Utilities, where practical and as reasonably determined by Grantee. In the event that the Public Utilities, or any portion thereof, are placed or expanded outside of the Easement Area, the Parties agree to promptly amend this Easement to reflect the actual location(s) of the Public Utilities and their appurtenances, as applicable.

3. Permitted Uses. Grantee shall have the right to lay, construct, install, maintain, inspect, repair, replace, improve, modify, and otherwise operate and use the Public Utilities in the Easement Area. Prior to any excavation in the Easement Area, Grantee shall perform a MISS-DIG/utility location search or other similarly applicable search that is required by law. The Easement shall also include the following additional rights:

- A. The right to cut, trim, remove or otherwise control trees, branches, bushes, brush, undergrowth, crops or other growth or vegetation, if any, located or growing upon or in the Easement Area as may be reasonably necessary to engage in the Permitted Uses.
- B. The right to prohibit the erection or placement of any permanent buildings, structures, or landscaping, including trees, in or upon the Easement Area. If Grantor erects or places a permanent building, structure, fencing, or landscaping in or upon the Easement Area, Grantee shall request that Grantor remove the building, structure, fencing, or landscaping from the Easement Area. If Grantor fails to comply within the period specified by Grantee, Grantee reserves the right to remove the building, structure, or landscaping from the Easement Area, the costs of which removal must be reimbursed by Grantor within the period specified by Grantee. Grantee shall not be liable for any harm or damage caused to Grantor's Property resulting from such removal.
- C. The right of ingress to, egress from and passage on and over the Easement Area for the limited purpose of exercising the easement rights described herein.

(collectively, the "Permitted Uses"). Nothing herein shall remove or affect the Grantor's obligation to otherwise maintain Grantor's Property.

4. Minimal Interference; Costs. Grantee will work in good faith to minimize interference with Grantor's Property to the fullest extent practicable. The responsibility for accomplishing and paying any costs for engaging in the Permitted Uses shall generally be that of the Grantee. When such said work is required, the Grantee shall ensure, as applicable, that all grass surface areas, , and existing gravel surfaces are returned to substantially the same condition as existed prior to such work. Grantor shall be responsible, however, for restoration of fences, stone, bituminous or concrete, curbing, sidewalks, parking areas, drives, and other paved areas within the Easement Area impacted or affected by the Permitted Uses. If a paved area is impacted or affected by the Permitted Uses, Grantee may replace the paved areas with gravel to match existing, surrounding grades and create a reasonably drivable surface. Alternatively, Grantor may determine to repave the paved areas at its own cost, and Grantor shall promptly notify Grantee of such determination.

Additional expenses incurred in Grantee's performance of the Permitted Uses that result from the Grantor granting additional easements and the presence of gas, electric, telephone, or similar structures and lines shall be assumed by the owners of the structures or lines causing such extra

expense. Further, the Grantor agrees to pay all costs related to at- and above-grade appurtenances associated with the Public Utilities, which may include but not be limited to, displaced sanitary sewer manholes, fire hydrants, valve boxes, and air relief valves, should any earth changes or grade alterations be made by the Grantor within the Easement Area.

5. Temporary Construction Easement. In the event that Grantee needs to temporarily utilize portions of Grantor's Property adjacent to the Easement Area for purposes related to the Permitted Uses and/or construction of the Public Utilities, Grantor shall grant a temporary construction easement to Grantee for a period of not less than twelve (12) months, commencing with the beginning of the construction project (the "Temporary Construction Easement"). The Temporary Construction Easement must permit Grantee to make minor topographical changes to Grantor's Property as needed for the Permitted Uses. As further described in Section 4, Grantee shall ensure that all surface areas are returned to substantially the same or better condition as existed prior to construction.

6. Lawful Ownership. Grantor covenants that Grantor is lawfully seized and possessed of the premises herein described and that Grantor has a good and lawful right to grant and convey this Easement. The Grantor reserves all rights with respect to and uses of the Easement Area which are not inconsistent and do not interfere with the Easement and the rights granted to the Grantee herein. Such reservation shall include the right to grant to others additional easement rights in the Easement Area for the installation and maintenance of gas, electric power, telephone, and similar structures and lines; said right being subject to the approval by the Grantee as to the location and size of the proposed facilities within the Easement Area. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee.

7. Additional Understandings & Warranties. It is expressly understood and agreed by and between the Parties that the Easement and rights herein granted may be assigned by Grantee to its successor in interest. It is further understood that this instrument constitutes the entire terms and conditions with reference to the Easement. It is also expressly understood and agreed that this Easement inures to the benefit of occupants of the Easement Area and the Grantor's adjacent and contiguous property and, therefore, this Easement may be enforced by the Grantor, its successors, assigns, tenants, and other parties benefitted by the Easement. The Grantor specifically warrants that the Grantor is the owner of said property and that no person(s) or other entities have any rights, title, or interest in said property except for persons or entities who have or may have entered into any lease or other legally enforceable agreement with the Grantor. The Grantor further warrants that the person whose signature appears on the Grantor's behalf has been authorized to bind the Grantor to the terms and conditions set forth herein.

8. Indemnification. The Grantor acknowledges that the Grantee is a public entity and under Michigan law, may not have the legal authority to indemnify another party. To the extent permitted by law, the Grantee agrees to indemnify, defend, and hold harmless the Grantor and its tenants from and against all claims, suits, judgments, losses, damages, expenses or other liabilities (including reasonable attorneys' fees) to the extent arising from or caused by the negligent acts, errors, omissions, or reckless or intentional wrongful misconduct of the Grantee and/or its contractors, agents, and those acting thereunder in connection with the Grantee's exercise of the rights granted herein and use of the Easement Area.

9. Running with Land. This Easement is hereby declared to be a perpetual easement and shall be construed as a real covenant attached to and running with the land.

10. Governing Law. Any disputes under this Easement shall be subject to the laws of the State of Michigan.

11. Transfer Tax. This Easement is exempt from transfer tax pursuant to §5(a) of Public Act 134 of 1966, MCL 207.505(a), as amended, and §6(a) of Public Act 330 of 1993, MCL 207.526(a), as amended.

12. Signing Authority. The undersigned represents and warrants that the person whose signature appears on its behalf has been authorized to bind Grantor to the terms and conditions set forth in this Easement.

[Signature on the Following Page]

GRANTOR

**DELTA MARKETPLACE PROPERTY LLC,
a Michigan Limited Liability Company**

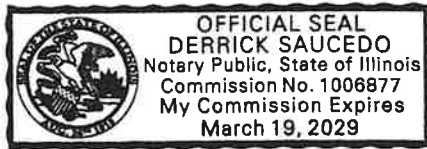
Dated: 4-16-25

Signature: [Signature]

Printed: Dan Emmett Anbar

Its: Manager

The foregoing was acknowledged before me in
ILLINOIS County, COOK,
on 4-16-2025



Derrick Saucedo (Signature)

Derrick Saucedo (Printed)

County, COOK

My Commission Expires: 03/19/2029

Acting in IL County, COOK

When Recorded Return To:	Prepared By (Without Opinion):
Grantee	Jacob Kleinhenz, P.E. Township Engineer Delta Charter Township 7710 West Saginaw Highway Lansing, Michigan 48917

EXHIBIT “A”

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT AREA

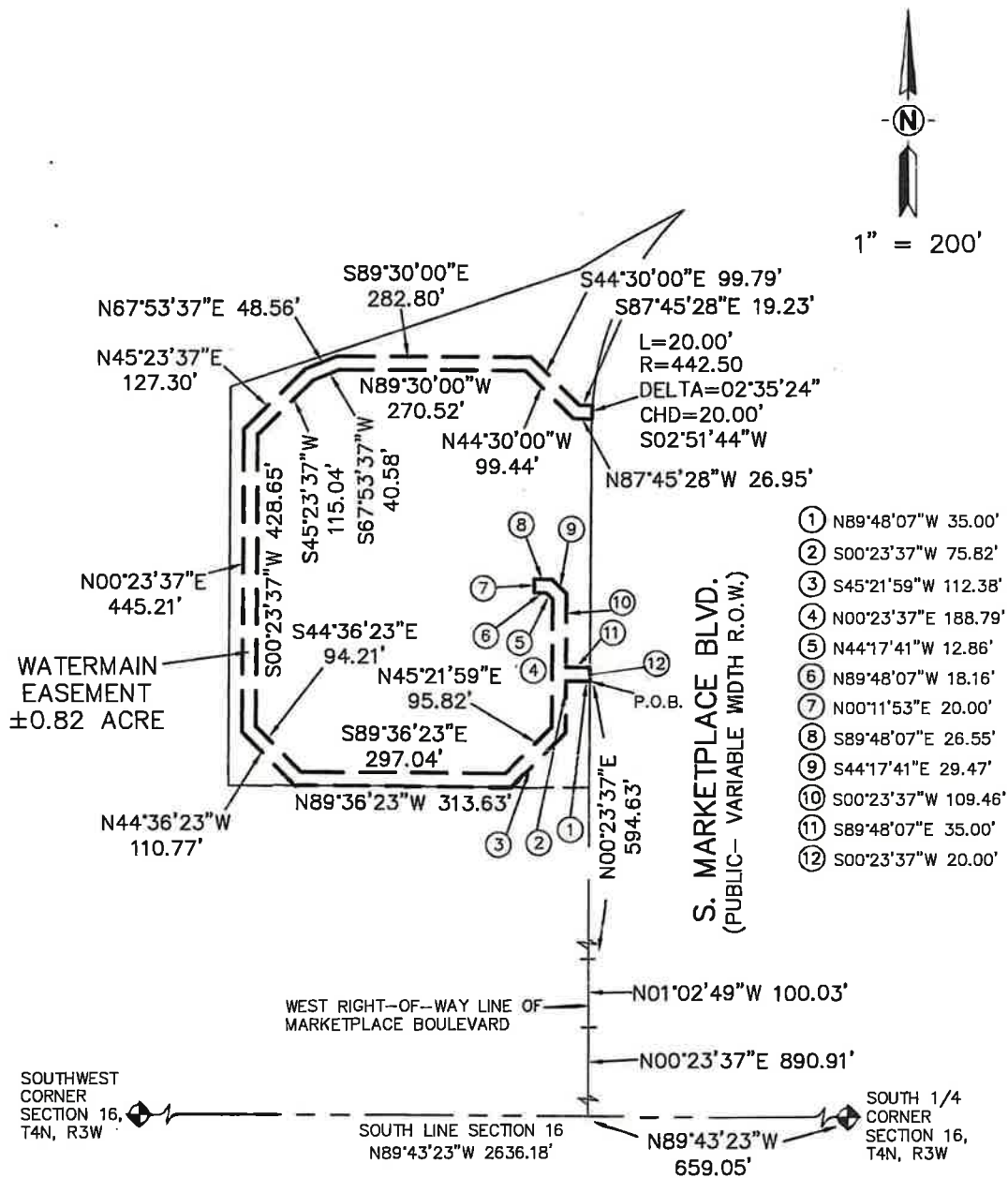
(See attached)

For: ANDEV Group, LLC

EASEMENT EXHIBIT

Survey Address:
350 S. Marketplace Boulevard
Lansing, MI 48917
Tax ID: 040-016-300-002-02

SEE SHEET 2 FOR LEGAL DESCRIPTIONS.



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

--- = Easement Limits
— = Deed Line
— = Distance Not to Scale

E. Friestrom
OS 06-2024
ERICK R. FRIESTROM
PROFESSIONAL SURVEYOR
DATE
NO. 53497



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY	AN	SECTION	16, T4N, R3W
FIELD WORK BY	—	JOB NUMBER:	
SHEET	1 OF 2		99422.PLT-1

EASEMENT EXHIBIT

For: ANDEV Group, LLC

Survey Address:
350 S. Marketplace Boulevard
Lansing, MI 48917
Tax ID: 040-016-300-002-02

Parent Parcel

(As provided by KEBS, Inc. Survey Job No. 99422.BND)

Parcel B:

A parcel of land in the Southwest 1/4 of Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43'23"W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23'37"E 890.91 feet; N01°02'49"W 100.03 feet; and N00°23'37"E 439.19 feet to the point of beginning of this description; thence N89°36'23"W perpendicular to said West right-of-way line 526.26 feet; thence N00°23'37"E parallel with said West right-of-way line 586.40 feet; thence N71°23'48"E 535.22 feet; thence N59°11'54"E 75.45 feet; thence N62°08'23"E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33'10", and a chord of 342.61 feet bearing S23°10'13"W; thence S00°23'37"W along said West line 531.25 feet to the point of beginning; said parcel containing 8.36 acres, more or less; said parcel subject to all easements and restrictions, if any.

Watermain Easement:

An area of land in the Southwest 1/4 of Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the limits of said area described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43'23"W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23'37"E 890.91 feet; N01°02'49"W 100.03 feet; and N00°23'37"E 594.63 feet to the point of beginning of this description; thence N89°48'07"W 35.00 feet; thence S00°23'37"W parallel with said West right-of-way line 75.82 feet; thence S45°21'59"W 112.38 feet; thence N89°36'23"W 313.63 feet; thence N44°36'23"W 110.77 feet; thence N00°23'37"E parallel with said West right-of-way line 445.21 feet; thence N45°23'37"E 127.30 feet; thence N67°53'37"E 48.56 feet; thence S89°30'00"E 282.80 feet; thence S44°30'00"E 99.79 feet; thence S87°45'28"E 19.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 20.00 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 02°35'24", and a chord of 20.00 feet bearing S02°51'44"W; thence N87°45'28"W 26.95 feet; thence N44°30'00"W 99.44 feet; thence N89°30'00"W 270.52 feet; thence S67°53'37"W 40.58 feet; thence S45°23'37"W 115.04 feet; thence S00°23'37"W parallel with said West right-of-way line 428.65 feet; thence S44°36'23"E 94.21 feet; thence S89°36'23"E 297.04 feet; thence N45°21'59"E 95.82 feet; thence N00°23'37"E parallel with said West right-of-way line 188.79 feet; thence N44°17'41"W 12.86 feet; thence N89°48'07"W 18.16 feet; thence N00°11'53"E 20.00 feet; thence S89°48'07"E 26.55 feet; thence S44°17'41"E 29.47 feet; thence S00°23'37"W parallel with said West right-of-way line 109.46 feet; thence S89°48'07"E 35.00 feet to said West right-of-way line; thence S00°23'37"W along said West right-of-way line 20.00 feet to the point of beginning; said area containing 0.82 acre, more or less; said area subject to all other easements and restrictions, if any.



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

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PH. 517-339-1014 FAX. 517-339-8047
13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

DRAWN BY	AN	SECTION	16, T4N, R3W
FIELD WORK BY	-	JOB NUMBER:	99422.PLT-1
SHEET	2 OF 2		

Erick R. Friestrom
ERICK R. FRIESTROM DATE
PROFESSIONAL SURVEYOR NO. 53497

EASEMENT FOR A NON-MOTORIZED PATHWAY

This Grant of Easement for a Non-Motorized Pathway is granted by **DELTA MARKETPLACE PROPERTY, LLC**, a Michigan limited liability company, whose address is 680 N Lake Shore Drive, Unit 1103, Chicago, Illinois 60611 (the "Grantor") to **DELTA CHARTER TOWNSHIP**, a Michigan charter township, organized and operating under the Charter Township Act, MCL 42.1, et seq., as amended, whose address is 7710 West Saginaw Highway, Lansing, Michigan 48917 (the "Grantee") (individually, a "Party," and collectively, the "Parties").

1. Grantor's Property. Grantor owns real property located at 350 S. Marketplace Boulevard, Lansing, Michigan 48917 in the Township of Delta, County of Eaton, Michigan, which is legally described as follows:

A parcel of land in the Southwest 1/4 Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the surveyed boundary of said parcel described as:
Commencing at the South 1/4 corner of said Section 16; thence N89°43'23"W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23'37"E 890.91 feet; N01°02'49"W 100.03 feet; and N00°23'37"E 439.19 feet to the point of beginning of this description; thence N89°36'23"W perpendicular to said West right-of-way line 526.26 feet; thence N00°23'37"E parallel with said West right-of-way line 586.40 feet; thence N71°23'48"E 535.22 feet; thence N59°11'54"E 75.45 feet; thence N62°08'23"E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33'10", and a chord of 342.61 feet bearing S23°10'13"W to said East line; thence S00°23'37"W along said East line 531.25 feet to the point of beginning; said parcel containing 8.36 acres, more or less; said parcel subject to all easements and restrictions, if any

Tax Parcel No. 040-016-300-002-02 ("Grantor's Property").

2. Easement Area. For and in consideration of One and 00/100 Dollar (\$1.00) paid to the Grantor by the Grantee and other valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual, non-exclusive, and permanent easement and right-of-way for the purpose of laying, constructing, installing, maintaining, inspecting, repairing, replacing, improving, modifying, and otherwise using a non-motorized pathway (the "Pathway") in, upon, over, across, under, and through a portion of Grantor's Property

("Easement"), which portion is depicted and legally described in Exhibit "A" attached hereto (the "Easement Area"). The Parties acknowledge and agree that the Easement Area must be a minimum width of 14 feet, and the Easement Area will be generally centered upon the Pathway, where practical and as reasonably determined by Grantee. In the event that the Pathway, or any portion thereof, is placed or expanded outside of the Easement Area, the Parties agree to promptly amend this Easement to reflect the actual location of the Pathway.

3. Permitted Uses. Grantee shall have the right to lay, construct, install, maintain, inspect, repair, replace, improve, modify, and otherwise use the Pathway in the Easement Area. Prior to any excavation in the Easement Area, Grantee shall perform a MISS-DIG/utility location search or other similarly applicable search that is required by law. The Easement shall also include the following additional rights:

- A. The right to cut, trim, remove or otherwise control trees, branches, bushes, brush, undergrowth, crops or other growth or vegetation, if any, located or growing upon or in the Easement Area as may be reasonably necessary to engage in the Permitted Uses.
- B. The right to prohibit the erection or placement of any permanent buildings, structures, fences, or landscaping, including trees, in or upon the Easement Area. If Grantor erects or places a permanent building, structure, or landscaping in or upon the Easement Area, Grantee shall request that Grantor remove the building, structure, fencing, or landscaping from the Easement Area. If Grantor fails to comply within the period specified by Grantee, Grantee reserves the right to remove the building, structure, or landscaping from the Easement Area, the costs of which removal must be reimbursed by Grantor within the period specified by Grantee. Grantee shall not be liable for any harm or damage caused to Grantor's Property resulting from such removal.
- C. The right of ingress to, egress from and passage on and over the Easement Area for the limited purpose of exercising the easement rights described herein.

(collectively, the "Permitted Uses"). Nothing herein shall remove or affect the Grantor's obligation to otherwise maintain Grantor's Property, including but not limited to the responsibility for maintenance of grass surfaces and landscaped areas outside the limits of the Pathway.

4. Minimal Interference; Costs. Grantee will work in good faith to minimize interference with Grantor's Property to the fullest extent practicable. The responsibility for accomplishing and paying any costs for engaging in the Permitted Uses shall generally be that of the Grantee. When such said work is required, the Grantee shall ensure, as applicable, that all grass surface areas, landscaping, and existing gravel surfaces are returned to substantially the same condition as existed prior to such work, where applicable. Grantor shall be responsible, however, for restoration of stone, bituminous or concrete, curbing, parking areas, drives, and other paved areas within the Easement Area impacted or affected by the Permitted Uses.

Additional expenses incurred in Grantee's performance of the Permitted Uses that result from the Grantor granting additional easements and the presence of gas, electric, telephone, or similar structures and lines shall be assumed by the owners of the structures or lines causing such extra expense.

5. Temporary Construction Easement. In the event that Grantee needs to temporarily utilize portions of Grantor's Property adjacent to the Easement Area for purposes related to the Permitted Uses, Grantor shall grant a temporary construction easement to Grantee for a period of not less than twelve (12) months, commencing with the beginning of the construction project (the "Temporary Construction Easement"). The Temporary Construction Easement must permit Grantee to make minor topographical changes to Grantor's Property as needed for the Permitted Uses. As further described in Section 4, Grantee shall ensure that all surface areas are returned to substantially the same or better condition as existed prior to construction.

6. Lawful Ownership. Grantor covenants that Grantor is lawfully seized and possessed of the premises herein described and that Grantor has a good and lawful right to grant and convey this Easement. The Grantor reserves all rights with respect to and uses of the Easement Area which are not inconsistent and do not interfere with the Easement and the rights granted to the Grantee herein. Such reservation shall include the right to grant to others additional easement rights in the Easement Area for the installation and maintenance of gas, electric power, telephone, and similar structures and lines; said right being subject to the approval by the Grantee as to the location and size of the proposed facilities within the Easement Area. Said approval by the Grantee shall not be unreasonably withheld. All such additional easements shall be subject to the prior rights of the Grantee.

7. Additional Understandings & Warranties. It is expressly understood and agreed by and between the Parties that the Easement and rights herein granted may be assigned by Grantee to its successor in interest. It is further understood that this instrument constitutes the entire terms and conditions with reference to the Easement. It is also expressly understood and agreed that this Easement inures to the benefit of occupants of the Easement Area and the Grantor's adjacent and contiguous property and, therefore, this Easement may be enforced by the Grantor, its successors, assigns, tenants, and other parties benefitted by the Easement. The Grantor specifically warrants that the Grantor is the owner of said property and that no person(s) or other entities have any rights, title, or interest in said property except for persons or entities who have or may have entered into any lease or other legally enforceable agreement with the Grantor. The Grantor further warrants that the person whose signature appears on the Grantor's behalf has been authorized to bind the Grantor to the terms and conditions set forth herein.

8. Indemnification. The Grantor acknowledges that the Grantee is a public entity and under Michigan law, may not have the legal authority to indemnify another party. To the extent permitted by law, the Grantee agrees to indemnify, defend, and hold harmless the Grantor and its tenants from and against all claims, suits, judgments, losses, damages, expenses or other liabilities (including reasonable attorneys' fees) to the extent arising from or caused by the negligent acts, errors, omissions, or reckless or intentional wrongful misconduct of the Grantee and/or its contractors, agents, and those acting thereunder in connection with the Grantee's exercise of the rights granted herein and use of the Easement Area.

9. Running with Land. This Easement is hereby declared to be a perpetual easement and shall be construed as a real covenant attached to and running with the land.

10. Governing Law. Any disputes under this Easement shall be subject to the laws of the State of Michigan.

11. Transfer Tax. This Easement is exempt from transfer tax pursuant to §5(a) of Public Act 134 of 1966, MCL 207.505(a), as amended, and §6(a) of Public Act 330 of 1993, MCL 207.526(a), as amended.

12. Signing Authority. The undersigned represents and warrants that the person whose signature appears on its behalf has been authorized to bind Grantor to the terms and conditions set forth in this Easement.

[Signature on the Following Page]

GRANTOR

**DELTA MARKETPLACE PROPERTY, LLC,
an Michigan limited liability company**

Dated: 4-16-25

Signature: [Signature]

Printed: Dan Emmett Anbar

Its: Manager

The foregoing was acknowledged before me in
ILLINOIS County, COOK,
on 4/16/2025



Derrick Saucedo (Signature)

Derrick Saucedo (Printed)

COOK County, COOK

My Commission Expires: 03/19/2029

Acting in ILLINOIS County, COOK

When Recorded Return To:	Prepared By (Without Opinion):
Grantee	Jacob Kleinhenz, P.E. Township Engineer Delta Charter Township 7710 West Saginaw Highway Lansing, Michigan 48917

EXHIBIT “A”

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT AREA

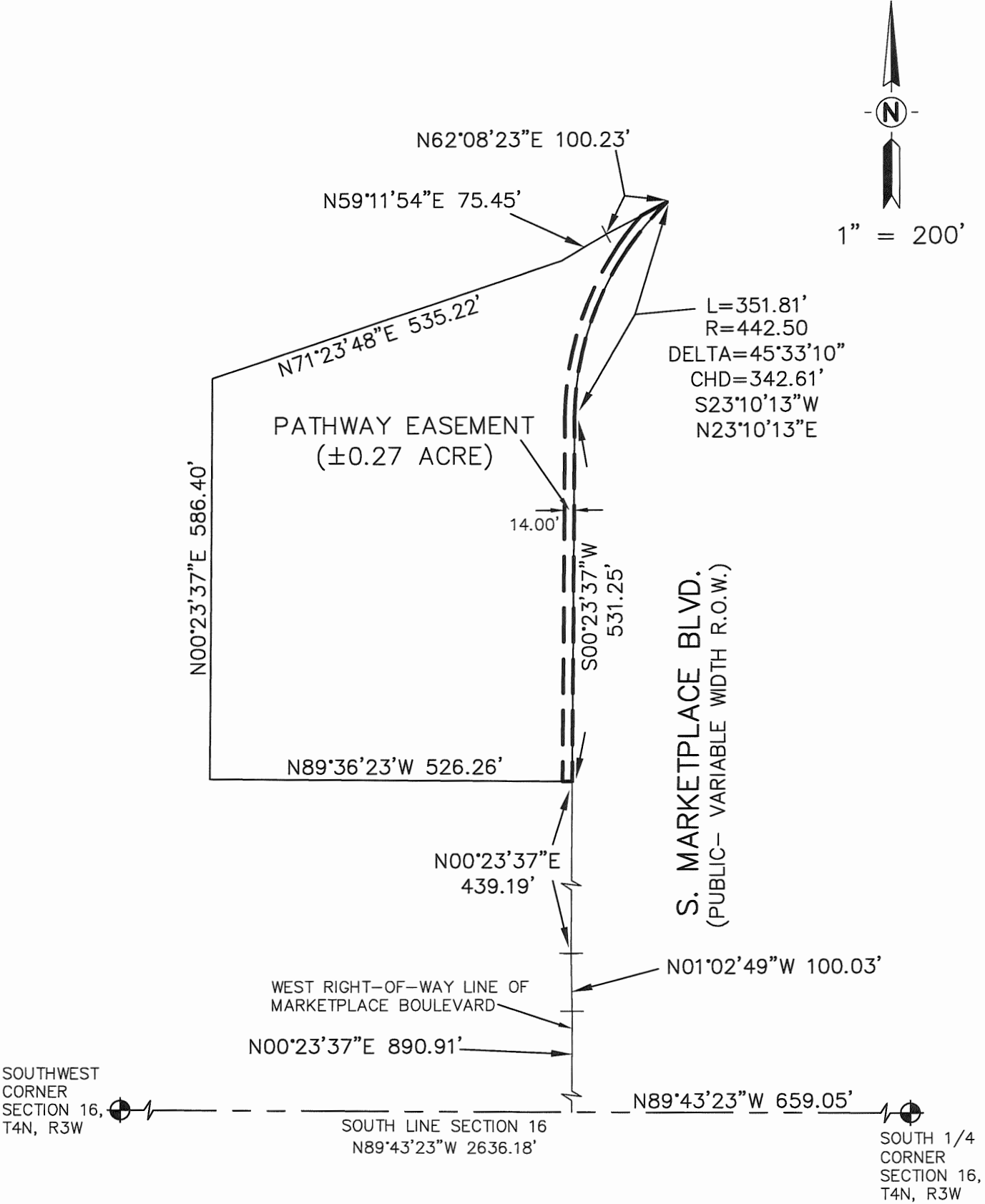
(See attached.)

For: ANDEV Group, LLC

EASEMENT EXHIBIT

Survey Address:
350 S. Marketplace Boulevard
Lansing, MI 48917
Tax ID: 040-016-300-002-02

SEE SHEET 2 FOR LEGAL DESCRIPTIONS.



This plan was made at the direction of the parties hereon and intended solely for their immediate use and no survey has been made and no property lines were monumented, all easements recorded or unrecorded may not be shown, unless specifically noted, and no dimensions are intended for use in establishing property lines.

--- = Easement Limits
—— = Deed Line
— = Distance Not to Scale

ERICK R. FRIESTROM
ERICK R. FRIESTROM
PROFESSIONAL SURVEYOR
DATE
NO. 53497

KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS
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DRAWN BY	AN	SECTION	16, T4N, R3W
FIELD WORK BY	—	JOB NUMBER:	99422.PLT-2
SHEET	1 OF 2		

For: ANDEV Group, LLC

EASEMENT EXHIBIT

Survey Address:
350 S. Marketplace Boulevard
Lansing, MI 48917
Tax ID: 040-016-300-002-02

Parent Parcel
(As provided by KEBS, Inc. Survey Job No. 99422.BND)
Parcel B:

A parcel of land in the Southwest 1/4 of Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the surveyed boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43'23"W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23'37"E 890.91 feet; N01°02'49"W 100.03 feet; and N00°23'37"E 439.19 feet to the point of beginning of this description; thence N89°36'23"W perpendicular to said West right-of-way line 526.26 feet; thence N00°23'37"E parallel with said West right-of-way line 586.40 feet; thence N71°23'48"E 535.22 feet; thence N59°11'54"E 75.45 feet; thence N62°08'23"E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33'10", and a chord of 342.61 feet bearing S23°10'13"W; thence S00°23'37"W along said West line 531.25 feet to the point of beginning; said parcel containing 8.36 acres, more or less; said parcel subject to all easements and restrictions, if any.

Pathway Easement:
An area of land in the Southwest 1/4 of Section 16, T4N, R3W, Delta Township, Eaton County, Michigan, the limits of said easement being the East 14.00 feet of the following property lying West of and as measured at right angles to the East property line of said parcel described as: Commencing at the South 1/4 corner of said Section 16; thence N89°43'23"W along the South line of said Section 16 a distance of 659.05 feet to the West right-of-way line of Marketplace Boulevard; thence along said West right-of-way line the following three courses: N00°23'37"E 890.91 feet; N01°02'49"W 100.03 feet; and N00°23'37"E 439.19 feet to the point of beginning; thence N89°36'23"W perpendicular to said West right-of-way line 526.26 feet; thence N00°23'37"E parallel with said West right-of-way line 586.40 feet; thence N71°23'48"E 535.22 feet; thence N59°11'54"E 75.45 feet; thence N62°08'23"E 100.23 feet to said West right-of-way line; thence along said West right-of-way line Southwesterly 351.81 feet along a curve to the left with a radius of 442.50 feet, a delta angle of 45°33'10", and a chord of 342.61 feet bearing S23°10'13"W; thence S00°23'37"W along said West line 531.25 feet to the point of beginning; said resulting easement area subject to all other easements and restrictions, if any.

[Handwritten Signature]

ERICK R. FRIESTROM
PROFESSIONAL SURVEYOR

02-21-2025

DATE
NO. 53497



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

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DRAWN BY	AN	SECTION	16, T4N, R3W
FIELD WORK BY	—	JOB NUMBER:	
SHEET	2 OF 2		99422.PLT-2



MEMO

TO: Supervisor Fonda J. Brewer and the Delta Township Board

FROM: Jacob Kleinhenz, P.E., Township Engineer

DATE: May 19, 2025

SUBJECT: Colliers Professional Services for As-Needed On-Site Inspection and Engineering Services

Background

Over the past five years, Delta Township has taken on and facilitated an unprecedented number of development projects within the Township amongst Township driven, other public agency projects, and private development projects, which have placed extraordinary and consequential workload on Staff. The Engineering Department serves as a major component in all development projects including construction inspections. In addition to significant workload, recent Staff changes have made it impractical and unattainable for current Staff to adequately service the active projects within the Township.

Delta Township wants to continue to ensure the Township's interests and public facilities associated with economic development within our community are effectively inspected, tested, and protected by a trusted knowledgeable professional with the technical expertise to support this type of role.

Proposed Contract Services

On April 29, 2025, the Township Engineer and outgoing Engineering Technician met with Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, to discuss their ability to fill the role and responsibilities of a Delta Township Engineering Technician in the interim months until full-time positions can be posted and filled within the Engineering Department. Colliers has provided similar engineering services in the past for the Township, which were project specific and under smaller contracts. They have a team of experienced engineering technicians and licensed professional engineers that are capable of assisting the Township in fulfilling the critical responsibilities that fall under the Engineering Technician role within the Engineering Department.

The Township Engineer and Township Manager are working with Colliers on the Contract Language and identifying the most appropriate scope for the Contract to ensure the role is fulfilled by Colliers. Colliers has provided their hourly rate table that would apply to their services for this role and would be the basis of the fees for an hourly contract with Colliers for supporting services of an equivalent Engineering Technician's job duties and responsibilities.

In general, the essential functions and basic duties expected are:

- Operates survey equipment to accurately gather field information, establishes line and grade for construction projects, and interpret property and right-of-way lines
- Inspects construction projects including monitoring contractor's construction methods and materials for compliance with plans, specifications, and permits. Submits daily inspection forms. Observes and documents successful testing of new utility and pathway construction.
- Reviews property and easement descriptions, reviews proposed easements and right-of-way for public utilities.
- Develops basic GIS maps
- Reviews site development and utility construction plans for compliance with Township Standards.
- Develops and/or reviews developer/consultant provided as-built drawings
- Reviews work in right-of-way permits, inspects, documents, and accepts franchise utility restorative work under these permits.
- Assists the public with utility location requests and investigates/researches complaints
- Coordinates with other applicable Delta Township Departments
- Coordinates with Eaton County Road Department, Eaton County Drain Office, MDOT and other local agencies as applicable and appropriate.

The duties and responsibilities are not listed in order of importance and are only an illustrative example of essential work functions performed. These are considered the minimal standards required to successfully perform the job and are not necessarily an all-inclusive delineation of the duties, responsibilities and requirements. Additional functions and requirements may be assigned by the Township Engineer as deemed appropriate and necessary for the role of the Engineering Technician.

Budget Impacts

The following table illustrates the hourly costs for Colliers providing proposed services. In circumstances where there is a Utility Agreement in place costs would be recoverable from Developers. By onboarding a professional engineering firm to cover the Engineering Technician role, the Engineering Department can continue to effectively manage and oversee all projects occurring concurrently in the Township. This allows the Township Engineer and his current Staff to maintain focus on critical timelines with major projects in design, bidding, and construction along with the various intricacies and complications encountered with all projects that require increased time and energy. As aforementioned, we have used Colliers in the past for these services when we needed fill-in services. This also occurred when at least one full-time Engineering Technician was employed at the Township. While not intended as a permanent solution, this is a critical item to see through for this year and until the Engineering Department can find strong candidates and on-board a well-qualified Engineering Technician.

COLLIERS ENGINEERING & DESIGN Delta Township, Michigan Project Number: Various As Needed Construction Inspection and Engineering Service for Delta Township May 6, 2025			
Estimated Tasks & Roles for the As Needed Service	2025 Hourly Rate	Estimated Project Hours	Estimated Cost
Project Manager Preconstruction Meetings Coordination (24 wks) assume 48 hours Final Record Drawing Review	\$ 200.00	48	\$ 9,600
Senior Project Engineer Preconstruction Meetings Progress Meetings Shop Drawing Review / Coordination (24 wks) assume 96 hours Final Record Drawing Review Project Closeout	\$ 160.00	96	\$ 15,360
Administrative / Clerical Precon. & Progress Meeting Agenda & Minutes Preparation	\$ 105.00	30	\$ 3,150
Construction Engineer Preconstruction Video of Projects As-Needed Construction Inspection / assistance for 24 weeks at 32 hours/week Review of Sidewalk Permits including pre pour and post pour inspections Shop Drawing Review Daily Inspection Reports Project updates to the City's Project Manager Create Punchlist & Follow Up Record drawing review	\$ 130.00	768	\$ 99,840
Engineer 1 / Construction Technician As-Needed Construction Inspection as needed. Review of Sidewalk Permits including pre pour and post pour inspections Daily Inspection Reports	\$ 120.00	40	\$ 4,800
Senior Construction Technician Support for inspection staff	\$ 145.00	40	\$ 5,800
Estimated Cost *			\$ 138,550

* Estimated cost based on an estimate of hours for this as-needed service.

Recommended Action

The Engineering Department and Manager's Office recommend contracting professional engineering services with Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C.

The following motion is offered for your consideration:

"I move that the Delta Township Board accept the hourly rates as proposed by Colliers Engineering & Design, Architecture, Landscape Architecture, Surveying, CT P.C. for professional services to fulfill the role of a Delta Township Engineering Technician.

I further move that funding an amount not to exceed \$140,000 be allocated for these services and that the Township Manager be authorized and directed to execute a negotiated service contract and any other necessary contract documents to support the aforementioned services."

Staff will attend the May 19, 2025, Board meeting to answer questions or address concerns the Board may have.

Thank you.

Delta Township As-Needed Inspection and Engineering 2025

Scope Verification Meeting Notes – April 29, 2025

Colliers Engineering & Design

May 16, 2025

Notes from the Scope Verification Meeting

The scope of work for this service shall be as discussed during the scope verification meeting held on April 29, 2025. Attendance at the meeting included Jacob Kleinhenz and Erik Dehring from Delta Township and Nate VanDrunen, Rob Leppala, and James Chadwick from CED. All projects are located within Delta Township.

Tentative major items of work included in the inspection service are:

- Sanitary Sewer Installation & Testing
- Watermain Installation, Pressure Testing and Chlorination. (Water samples shall be taken by Delta Township utilities. All valves and shutoffs shall be conducted by Delta Township staff only.)
- Hydrant Installation
- Trench Backfill Details
- Sidewalk Permits including Pre-Pour and Post Pour Inspections
- Water, Sewer, and Sidewalk/Pathway punch lists for private development, as-built drawing review per Delta Township Standards
- Restoration related to right-of way permits

Miscellaneous Service Details:

- As Needed On-Site Inspection and Associated Record Keeping
- Measurements and Documentation
- Part-Time Engineering Assistance and Shop Drawing Review
- Part-Time work in the Delta Township office (potentially two ½ days a week)
- Coordination with the Delta Township Utility Department
- Communication with stakeholders (if desired by Delta Township)

Active Projects in Delta Township:

1. D & K Trucking – Warehouse Addition & Parking Lot
 - Sewer force main has been tested
 - Two sections of watermain left to install
2. Spadafore District at 2200 Snow Road
 - Using Vac truck due to all of the utilities
 - Need to install two leads and saddles (bronze saddles with a double strap) on the watermain.
3. Michigan CAT, 7650 Millet Hwy
 - Watermain has been completed, project starting to wrap up
4. McLaren
 - All connected
 - Record Drawing review will be needed

Upcoming Projects in Delta Township:

- Shell gas stations
- Echo Valley (later)
- Municipal utility agreements
- Possible Bass Pro Shop

Other Notes:

Sanitary Sewer Requirements:

- Require inspection on all utilities that will become public (under the ownership of Delta).
- Inspect sanitary sewer leads up to 5 FT from the building.
- Pressure testing and mandrill testing etc.
- All installation according to Delta Township specifications.
- Witnessing and review of videotaping all sanitary sewers 6" in diameter and larger. (Videotaping of leads is not required.)
- Note changes when installations are not installed per plan (developers are responsible for as-built drawings).
- Pipe wrap details are in the Delta Township specifications. Rapid Seal (around the casting) & Core & Seal options for manholes.
- Sewer connections to Delta mains.
 - Clay to plastic – steel banded fernco
 - Plastic to plastic - Solid sleeve connection – SDR 35 pipe
- Clean outs required every 100 FT, tie-ins and any change in direction.

Watermain Requirements:

- Bacteria testing & witnessing of pressure testing for sections 20 FT long and greater.
- Sand bedding is critical
- Polyethylene wrap on all ductile iron
- Tracer wire on the top of the pipe, it is important to tape the tracer on top.
- Hydrants require 2' x 2' x 4' base. Bricks are not acceptable, but a piece of sidewalk (for example) is acceptable.
- Hydrant weep holes are plugged unless otherwise directed by the Township Engineer.
- Fire suppression lines and hydrant lines over 20 FT need to be "pigged".
- Don't leave the 1" copper line used for testing.
- For Chlorine testing, need 50 ppm chlorine
- Coordinate with Delta Township Utility Department (only the utility department can turn valves).
- Water Department will run residual tests
- Testing will require Chlorine for 24 hours, flushing, and then clean water for 24 hours.
- No connections allowed until testing and chlorination
- Water samples taken by Delta Township.
- 2 negatives before it can be connected.
- Typically, all dead taps. Residents need 48 hours notifications.
- No hook-ups to hydrant for water unless a backflow preventer and a meter is utilized.
- *Hold contractors Accountable*

Sidewalk Permits:

- Coordinated through Kellie with Delta Township Engineering.
- Built according to specifications.
- All expansion joints in the sidewalk are required to be sealed.
- Expansion joints in the sidewalk are required every 50 feet.
- All sidewalk requires a pre pour inspection and also a post pour inspection.
- Review restoration and turf establishment.

The anticipated Start Date is May 2025, with an anticipated Completion Date of October 15, 2025.



To: Supervisor Fonda J. Brewer and the Delta Township Board

From: Rick Kane, Utility Director

Date: May 19, 2025

Re: New Bulk Water Station paving

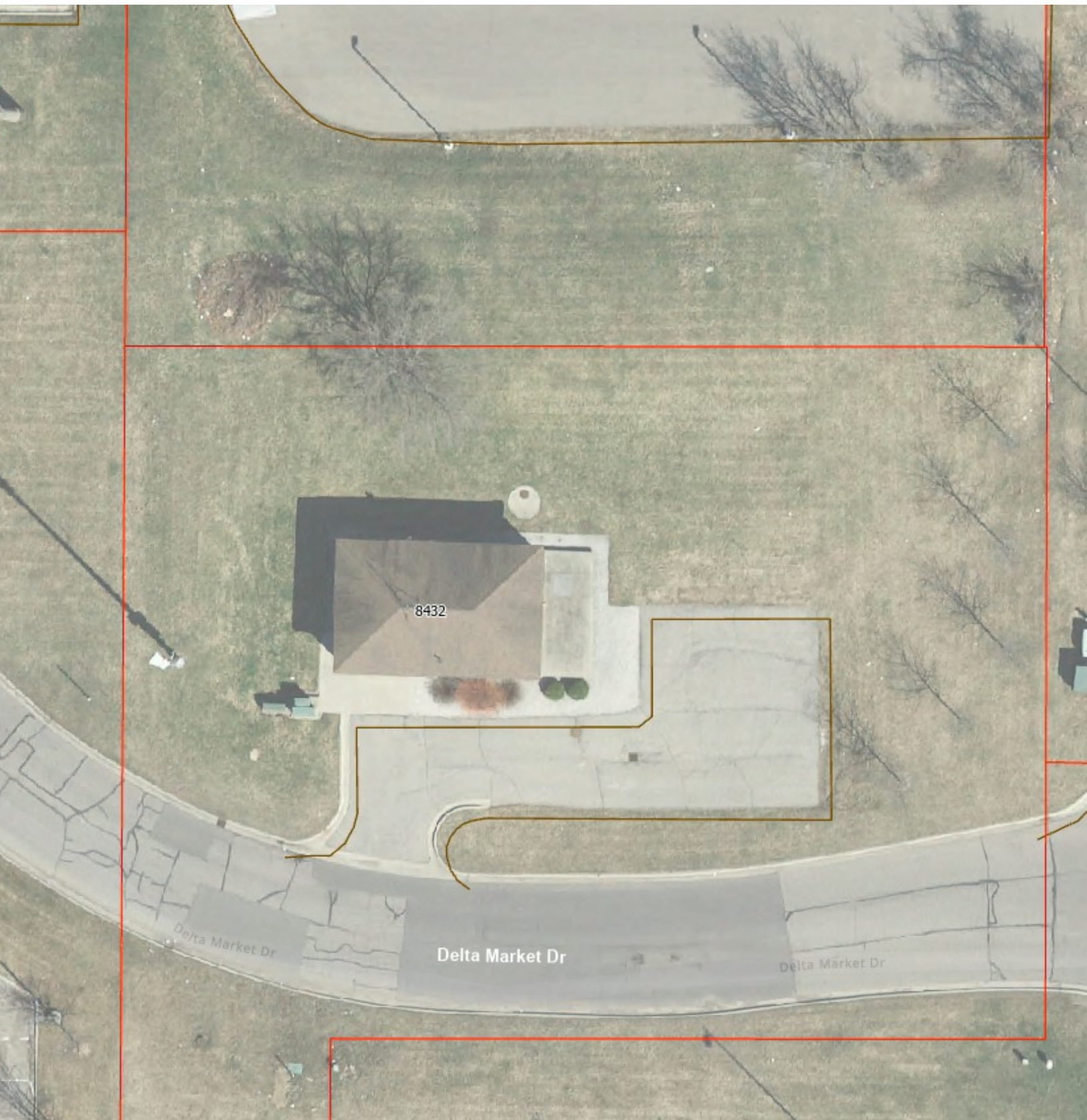
In the 2023 budget, funds were approved to build the new Sheriff Substation. The construction of the new Sheriff Substation Campus required the Utility Department to move the Bulk Water Fill Station from the Sheriff Substation Campus to 8432 Delta Market Drive. For this new site to allow trucks drive-through access when utilizing the fill station, drive modifications and paving the area around the Bulk Water Fill Station are needed.

In following the township purchasing policies, we requested quotes from three asphalt companies to perform this work. Capital Asphalt submitted the lowest cost totaling \$29,966.00 to complete the necessary drive modifications and asphalt paving repairs. Capital Asphalt has completed work for the Township over the past few years, and they have always done an acceptable job.

Please see the attached map that shows the area to be completed.

I offer the following motion:

“I move that the Delta Township Board accept the proposal from Capital Asphalt for the necessary drive modifications and asphalt paving at the Utility Department Bulk Water Fill Station site in the amount of \$29,966.00. I further move that the Township Board authorize the Township Manager to sign the authorization forms.”



8432

Delta Market Dr

Delta Market Dr

Delta Market Dr

Kelly Webster

From: Kelly Webster
Sent: Wednesday, May 14, 2025 2:31 PM
To: Kelly Webster
Subject: FW: Bulk Water Driveway Quotes

Rick,
Here are the 3 quotes I received for doing the driveway and concrete work needed to be done at the new Bulk Water Station at 8432 Delta Market Dr.

Company	Price
TL Contracting	\$45,000
McKearney Asphalt	\$41,995
Capital Asphalt	\$29,966

Capital Asphalt was the cheapest quote. They are doing other work for the township currently and I am comfortable granting them the work with approval.

I will send you each quote individually.

Let me know if we can proceed and I will let the contractor know to get this on the schedule.

Thanks

John Stopczynski
Distribution Supervisor
Delta Township Utilities
517-816-8277

I AM  DELTA



3888 S. Canal Road
Lansing, MI
48917

P: 517-322-0800

ESTIMATE

DATE:	5/13/2025
NUMBER:	

BILL TO INFORMATION		SITE INFORMATION			
RECIPIENT: Delta Township		LOCATION: 8432 Delta Market Dr			
John Stopczynski		PHONE: 1-517-819-8075			
		Quantity	Units	Unit Price	AMOUNT
Remove existing asphalt		110	Ton		
Remove curb for new entrance at specified area for 24' entrance width					
Remove 11' of curb and median at exit for tractor trailers					
Dig new entrance lane to existing lot as specified					
Backfill areas with 21AA		10	Ton		
Grade and compact for proper transition and drainage					
Readjust manhole		1	lsm	\$750.00	
Supply and pave base course with MDOT approved 13A at 2.5 inch depth		75	Ton		
Roll for compaction					
Apply bond coat		50	Gal		
Supply and pave top course with MDOT approved 36A at 2.5 inch depth		75	Ton		
Provide compaction rolling					
Concrete curb and 10x10 4 inch thick slab under water access		1	lsm		\$2,500.00
Alternate: Replace slab in front of garage door 10x15 4 inch thick		1	lsm		550\$
Estimate prepared is good for 30 days:		TOTAL		\$29,416.00	
Aden Osborne - Estimator/Project Manager		Estimator Signature:		Aden Osborne	
Phone: (517) 282-2524					
Email: bid@capitalasphaltllc.com					
PLEASE REVIEW THE FOLLOWING NOTES AND EXCLUSIONS:					
1. TERMS: A down payment of 50% is required. Balance due upon completion. Make checks payable to Capital Asphalt LLC					
2. Miss Dig Marking: Capital Asphalt LLC is not responsible for Miss Dig marking and locating underground utilities.					
3. Permits, staking & layout: Price does not include permits, staking & layout, traffic control, or signage unless otherwise stated.					
6. Customer is responsible for applying weed killer to necessary areas prior to the commencement of work.					
7. Capital Asphalt LLC is not responsible for damage to existing concrete and/or asphalt caused by heavy equipment to access site or to perform quoted scope.					
Signature Provides Receipt of Acceptance & Acknowledgement of "NOTES and EXCLUSIONS" above and "STANDARD CONDITIONS" attached.		Printed Name:			
		Authorized Signature:			
		Date:			

STANDARD CONDITIONS

All terms and provisions of the conditions, as set forth below, shall be agreed to and accepted as being a part of this proposal.

NO ORAL AGREEMENTS: It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

THICKNESS: All description of paving thickness in this proposal referred to as average. Variation in sub base and technical limitation may result in variation in thickness average. We warrant sufficient material will be used on the project to result in the average thickness named.

PROPERTY LINES: The purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event said work results in trespass on the other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such other property.

DELAYS: The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.

MINIMUM GRADE: Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 1/4 inch will be filled.

UNDERGROUND STRUCTURES: It is the Purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc., which might be encountered by Contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal, and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Purchaser.

SOIL CONDITIONS: Should any unusual conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Purchaser.

HIDDEN OBJECTS: Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.

ZONING REQUIREMENTS & OTHER LOCAL REGULATIONS: Contractor assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. Notwithstanding, that such work might be deemed to violate any ordinance, zoning regulations, or other law. The Purchaser shall, nevertheless, be obligated to pay for work performed as ordered.

LIEN RIGHTS: Not herein contained shall be construed as a waiver or modification of Capital Asphalt LLC's, statutory lien rights, which lien right Capital Asphalt LLC will exercise if payment by customer is not promptly made.

SERVICE CHARGES: A SERVICE CHARGE OF 1.5% PER MONTH, which is an annual percentage rate of 18% per annum, will be made on all account balances not paid as provided for herein, together with costs of collection and attorney fees.

ENVIRONMENTAL ISSUES: Purchaser agrees to defend, indemnify, and hold harmless Capital Asphalt LLC, its officers and employees from any claim arising from any violation of an environmental law, regulation, or policy.

INITIAL FOR ACCEPTANCE: _____

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
16501 OLD US 27 Lansing, MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

Proposal submitted to DELTA TOWNSHIP	Phone 517.323.8570 EMAIL: JStopczynski@deltami.gov
Street 7710 W SAGINAW HWY	Date April 28, 2025
city, state, and zip code LANSING, MI 48917	Job location BULK WATER – 8432 DELTA MARKET DR, LANSING, MI 48917
Contact JOHN STOPCZYNSKI 517.819.8075	Saved As DELTA TOWNSHIP – BULK WATER REV 4-28

We hereby submit specifications and estimates for:

JOB LOCATION: BULK WATER – 8432 DELTA MARKET DR, LANSING, MI 48917

• **REMOVE AND REPLACE EXISTING PARKING LOT AND WIDEN OUT APPROX: 5,000 SQ/FT**

SAW CUT AS NEEDED AND REMOVE ASPHALT AND HAUL OFFSITE
REMOVE TREE, HAUL SOIL OFFSITE AS NEEDED
SAW CUT CURB AS NEEDED AND HAUL OFFSITE
INSTALL APPROX 150 LN/FT OF NEW CONCRETE CURB and 90 SQ/FT OF 4" CONCRETE
FURNISH AND INSTALL 8" OF 21AA CRUSHED CONCRETE BASE AS NEEDED
FINE GRADE AND COMPACT EXISTING BASE WITH VIBRATORY ROLLER
FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE
APPLY SS1H BOND COAT
FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE

***FOR THE SUM OF: \$41,995.00**

NOTE: UNDERCUTS MAY BE NEEDED IF UNSTABLE SUB-BASE IS ENCOUNTERED

TRAFFIC CONTROL PROVIDED BY DELTA TWP. NO ENGINEERING AND NO PERMITS

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: ½ Deposit and Balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



Andy McKearney, McKearney Asphalt

Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted:

Date: _____

By: _____

Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.



Quality workmanship at a fair price
Serving Mid-Michigan for more than 40 years

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
16501 OLD US 27 Lansing, MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

General Conditions

- Approval:** The proposal will not be binding upon our company until the signed acceptance has been received by us and signed by an officer of the company in the spaces provided on the front.
- Terms of Acceptance:** The proposal must be accepted by the Purchaser within 30 days from the date hereof. If not accepted within that time, prices are subject to change.
- Changes:** No changes or alterations in the specifications shall be made except in writing and at prices agreed upon at the time changes are made.
- Thickness:** All descriptions of paving thickness in this proposal are referred to as average. Variations in the sub base and technical limitations may result in variation in thickness average. We warrant sufficient material will be used on the project to result in the average thickness named.
- Property Lines:** The Purchaser of this paving work shall establish and designate property lines and Purchaser shall be obligated to pay for work performed as ordered in the result work results in trespass on other property.
- Delays:** The Contractor shall complete work in a timely fashion but will not be liable for delays beyond the control of the contractor.
- Permits:** The Owner or the Purchaser of the work is responsible for any and all permits or assessments if they are required.
- Unsuitable sub grade:** No material will be placed on a wet, unstable, or frozen sub grade. A suitable sub grade is a condition precedent to the requirements of performance of this contract.
- Reproduction cracks:** When resurfacing concrete, brick, or asphalt pavement the Contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
- Minimum Grade:** Contractor reserves the right to refuse to construct a pavement unless minimum grade of 1% is possible for surface drainage. If the owner directs the construction with less than 1% it is understood that water ponding may occur and that no warranty attaches to the work as to satisfactory surface drainage.
- Stock Piling:** Contractor shall be permitted to stock pile materials necessary to the performance of its work on the purchaser's property, without cost to the Contractor.
- Soil Conditions:** Should any unusual conditions be encountered not specifically to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by the Purchaser.
- Tree Roots:** Contractor shall not be responsible for damage to trees occasioned by removal of tree roots in preparation of said work.
- Hidden Objects:** Contractor assumes no responsibility for removing hidden objects encountered during the performance of work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.
- Zoning:** Contractor assumes no responsibility for determining whether the purchaser has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Purchaser shall nevertheless be obligated to pay for work performed as ordered.



Quality workmanship at a fair price
Serving Mid-Michigan for more than 40 years

Kelly Webster

From: John Stopczynski
Sent: Wednesday, May 14, 2025 7:33 AM
To: Rick Kane; Kelly Webster
Subject: FW: Lift station lot

TL Contracting quote for bulk water.

From: Tim Landosky [mailto:TimL@tlcontractinginc.org]
Sent: Tuesday, May 13, 2025 7:04 PM
To: John Stopczynski <JStopczynski@deltami.gov>
Subject: Lift station lot

John,

To do the parking lot work and add another entrance to the lift station we discussed. TL Contracting is around 45,000 dollars.

Let me know if you have any questions.

Thanks
Tim

--

Tim Landosky
Project Manager
TL Contracting, Inc.
16803 Industrial Pkwy Lansing, MI 48906
517-282-3967 Mobile
517-669-0600 Office
517-669-8919 Fax

CAUTION: This email originated from outside of the Delta Township organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Engineering Department

(517) 323-8540

MEMO

TO: Supervisor Fonda J. Brewer and the Delta Township Board

FROM: Jacob Kleinhenz, P.E., Township Engineer

DATE: May 19, 2025

SUBJECT: Hunter's Orchard Park – Perimeter Pathway (TF 19-0068)
Construction Contract Award Recommendation

Background

In 2019, Delta Township was awarded a Michigan Natural Resources Trust Fund (MNRTF) grant (TF 19-0068) for the development of a perimeter pathway at Hunter's Orchard Park. Due to delays in receiving project agreements from the DNR and subsequent impacts from the COVID-19 pandemic, design efforts were postponed until 2024.

In early 2024, the Township contracted with Viridis Design Group to provide professional services for the design, bidding, and construction phases of the project. Viridis, having previously worked on several Township park projects, was selected for their familiarity with the site and their ability to efficiently deliver high-quality design and construction documents. Their scope included topographic survey, geotechnical investigation, site planning and design, DNR coordination, EGLE permitting, bidding assistance, and construction administration. The contract for these services was approved at a cost not to exceed \$48,400.

The project includes the construction of an ADA-compliant paved pathway around the perimeter of Hunter's Orchard Park, with associated grading, drainage, and restoration work. This improvement supports the Township's Parks and Recreation Master Plan by enhancing accessibility and promoting active recreation.

The Hunter's Orchard Park Perimeter Paving project has been budgeted for construction in 2025. Maps depicting the location and conceptual plan for each project are attached to this memo.

Bidding Effort

On April 29, 2025, bids for the Hunter's Orchard Park Perimeter Paving project were opened by Staff. Three (3) contractor bids were submitted and opened. Below is a summary comparison of the bids received.

Hunter's Orchard Park Perimeter Paving Contractor Bid Results	
Contractor	Base Bid
Iron Horse Excavation	\$672,000.00
Leavitt & Starck Excavating, Inc.	\$1,300,000.00
ET Mackenzie Company	\$1,701,828.70

A post-bid interview was conducted by Staff and VIRIDIS with Iron Horse Excavation on May 2, 2025. Iron Horse Excavation demonstrated a clear understanding of the project scope, confirmed their ability to meet the schedule, bid the project based on the bid documents, have completed comparable projects of type of size, and agreed to their capabilities in meeting the project schedule. The Township Engineer and VIRIDIS have worked with Iron Horse Excavation on the Mount Hope Park Perimeter Paving and North Ball Fields projects in 2023 and 2024 and believe they are qualified to complete this type of project.

Budget Impacts

The following table illustrates the budget impact of proceeding with the project based on the Contractor's bid that is recommended for award. All bids submitted were higher than the initial cost estimate included in the grant submission of \$450,000, which was in 2019. All public and private construction have seen increases in construction costs since 2019. However, Staff are sensitive to these increased costs from the original estimate. Staff are also working diligently to clear the queue of backlogged grant funded parks projects before grant funds are required to be re-submitted under new applications and feel the low bidder has provided value in the work considering some additional work that was not accounted for in the 2019 cost estimate.

The original estimate did not consider stormwater improvements, which were necessary to support the proposed pathway construction and promoting improved stormwater conveyance and drainage around the trail system proposed for paving. Given that six (6) years have passed since the grant submission, further aging of the parking lot pavement has occurred and preventative maintenance measures are needed to increase the pavement's life. Pavement rehabilitation of the access drive and parking lot was also included in the project's scope of work, which would further contribute to some of the increased costs from the original estimate. Furthermore, the parking lot would see accelerated deterioration during construction as it is the only access for construction equipment to and from the site. Therefore, Engineering Staff determined this a necessity for the project and preservation of the park's infrastructure. Due to the park residing within the floodplain, floodway, and within identified wetland areas, the State of Michigan Environment of Great Lakes and Engery (EGLE) required a hydraulic study to be conducted to show no adverse affects from the work within the floodway, which was an unknown consideration upon the original grant submission. EGLE permitting requirements have also incurred costs to the project in addition to increased project timelines for various EGLE reviews and comments, public notices, and receipt of the EGLE permit under the Joint Permit Application as a major category. Despite the complications in construction costs, engineering studies, and State permitting requirements, Engineering Staff feel there is value added with these efforts to result in a higher quality finished product beneficial to the park system.

To support the increased construction costs, Staff are recommending to re-allocate the general non-motorized maintenance general funds to this project. Engineering Staff believe the adjusted budgeted funds for the Hunter's

Orchard Park Perimeter Paving project are sufficient to cover the construction, engineering construction services, anticipated fees for geotechnical testing services, and providing a construction contingency to account for unexpected or unknown circumstances that may arise during construction.

Scope	Project Fees						
Hunter’s Orchard Park Perimeter Paving	Bid Amount	Tree Removals	Engineering Construction Services	Geotechnical Materials Testing Services Estimate	Wetland Delineation	Hydraulic Study	EGLE Permitting Fees
	\$627,000	\$10,181	\$48,400	\$10,000	\$3,800	\$7,500	\$1,700
	\$708,581						
	Project Budget						
	Grant Funds		FY2025 General Funds		FY2025 Non-Motorized Maintenance General Funds		
	\$225,000		\$397,000		\$130,000		
	\$752,000						

Recommended Action

Engineering Staff and VIRIDIS Design Group recommend award of the project to Iron Horse Excavation.

The following motion is offered for your consideration:

"I move that the Delta Township Board accept the bid from Iron Horse Excavation for the Hunter's Orchard Park Perimeter Pathway Project in the amount of \$627,000.00;

I further move that funding an amount not to exceed \$752,000 be allocated for the project and that the Township Manager be authorized and directed to execute the construction contract documents and any other necessary contract documents to support the construction of the aforementioned project."

Staff will attend the May 19, 2025 Board meeting to answer questions or address concerns the Board may have.

Thank you.

CONNECTION TO EXISTING RIVERSIDE WALKING TRAILS WITHIN HUNTER'S ORCHARD PARK

EXISTING 3,225 L.F. OF 10 FOOT WIDE, ASPHALT PAVED SHARED US PATHWAY

PARK BENCH AND TRASH AND RECYCLING RECEPTACLE (TYPICAL OF 2)

4,265 L.F. OF PROPOSED 10' WIDE, ADA ACCESSIBLE, SHARED USE PATHWAY TO COMPLETE PATHWAY LOOP AND LOOP CONNECTORS WITHIN PARK.
TOTAL PAVED PATHWAY LOOP LENGTH WHEN COMPLETE WILL BE 1-1/4 MILES (+/-)

HUNTER'S ORCHARD PARK

CONNECTION TO EXISTING RIVERSIDE WALKING TRAILS WITHIN HUNTERS ORCHARD PARK

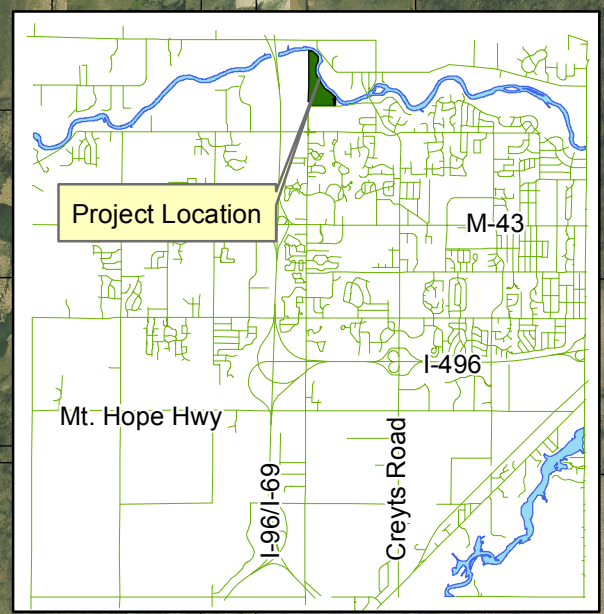
EXISTING PAVED PARKING AREA AND TRAILHEAD

CANOE LAUNCH CONSTRUCTION SUMMER 2019

CONNECTION TO EXISTING WEBSTER ROAD SHARED USE PATHWAY

PATHWAY CONSTRUCTION SUMMER 2019

DELTA MILLS PARK



4/30/2025

Delta Township – Hunter's Orchard Pathway

Bid Due Date: April 29, 2025, 2:00 PM

Bidder	Bid Bond (Y/N)	Addendum #1	Base Bid
Iron Horse Excavation LLC	Y	Y	\$672,000.00
Leavitt & Starck Excavating Inc	Y	Y	\$1,300,000.00
ET Mackenzie Company	Y	Y	\$1,701,828.70

SECTION 00300 - BID PROPOSAL

TO: Delta Charter Township
Office of the Township Clerk
7710 West Saginaw Highway
Lansing, MI 48917

SUBJECT: Hunter's Orchard Pathway

SUBMITTED BY: Iron Horse Excavation LLC hereinafter called Bidder.

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for forty-five (45) calendar days after the day of Bid opening. Bidder will sign the Agreement and submit the Contract Documents within fifteen (15) days after the date of Owner's Notice of Award.
3. In submitting its Bid, Bidder represents, as more fully set forth in the Agreement, that:
 - a. Bidder has examined copies of all the Bidding Documents and of the following Addenda receipt of which is hereby acknowledged:

Addendum No. <u>1</u>	Dated <u>4/18/2025</u>
Addendum No. <u> </u>	Dated <u> </u>
Addendum No. <u> </u>	Dated <u> </u>
 - b. Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - c. This Bid is based upon the materials, systems and equipment required by the proposed Contract Documents without exception.
 - d. Bidder has studied carefully all reports and drawings of physical conditions, and accepts the determination set forth in the General and Supplementary Conditions of the extent the technical data contained in such reports and drawings upon which Bidder is entitled to rely.
 - e. Bidder has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by Bidder in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents including specifically the provisions of the Supplementary Conditions.
 - f. Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

- g. Bidder has given Landscape Architect written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Landscape Architect is acceptable to Bidder.
- h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder will furnish all labor, materials, tools, equipment and services required to construct and satisfactorily complete the Work, for the Lump Sum Bid stated below. By submitting a Bid, Bidder agrees to complete the work according to the Substantial Completion deadline listed in the Advertisement for Bid.

TOTAL AMOUNT - BASE BID – ALL WORK

Seven Hundred thousand two hundred Dollars (\$ 672,000.00).

Breakout Cost: Provide a breakout cost for the debris clearing (15' horizontally from the path edges on both sides as noted on the site demolition plans). Please note that this breakout cost is **NOT AN ALTERNATE** and must be included in the base bid proposal amount listed above. Failure to provide this information may result in disqualification of Bid.

BREAKOUT COST – DEBRIS CLEARING

Thirty Two thousand three hundred sixty two Dollars (\$ 32,362.00).

The following unit prices will be used to adjust the Bid Sum for work that is added to or subtracted from the project beyond the scope indicated on the Drawings and Specifications or included in the allowances. Unit prices quoted shall include all associated work items required to complete the task specified. Unit prices must be reasonable and customary for the work specified. The successful bidder must be able to support and document the prices quoted as they relate to the quoted Bid Sum. **ALL UNIT PRICES MUST BE PROVIDED FOR THE BID SUM TO BE CONSIDERED VALID.** The unit prices shall include overhead and profit and will be the basis for adjusting the Bid Sum. Unit abbreviations are as follows; EA/ Each, CYD/ Cubic Yards, SYD/ Square Yards, SF/ Square Feet, FT/ Linear Feet, SFF/Square Feet of Face. Units for earthwork materials and pavements shall be measured compacted in place.

UNIT	DESCRIPTION	UNIT PRICE
CYD	Remove unsuitable soil materials and replace with suitable fill material obtained from on-site, compacted in place.	\$ 46.20
CYD	Remove unsuitable soil materials and replace with imported Class II sand, compacted in place.	\$ 60.96
CYD	Imported Class II sand, compacted in place.	\$ 32.76
CYD	MDOT 6A crushed limestone, compacted in place.	\$ 90.15

CYD	1-3" crushed limestone, compacted in place.	\$ 86.58
CYD	MDOT 21AA crushed limestone, compacted in place.	\$ 71.93
CYD	MDOT 21AA crushed concrete, compacted in place.	\$ 68.90
TON	HMA MDOT 13A modified, as specified	\$ 137.50
FT	12" diameter storm sewer up to 5' depth	\$ 94.15
SF	Concrete walk as detailed.	\$ 8.00

5. Subcontractors. The Bidder intends to execute subcontracts with the following companies for the portions of Work indicated:
 - a. Earthwork and underground utilities: Iron Horse Excavation.
 - b. Concrete: Iron Horse Excavation.
 - c. Asphalt paving: American Asphalt.
 - d. Landscaping and lawns: Iron Horse Excavation.
6. Suppliers. The Bidder intends to incorporate the following products into the project:
 - A. Storm pipe and fittings: Core and Main (Northern Concrete Pipe).
7. The following documents are attached to and made a condition of this Bid:
 - a. Bid Security in the form of a bidder's bond or cashier's check in amount of not less than five percent of this Bid.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.
9. Communications to Bidder concerning this Bid shall be addressed to the address indicated below.
10. **Bidder shall include with their Bid a list of at least five (5) references for projects of similar size and scope. Bidder shall also include evidence of authority to sign this Bid on behalf of a Michigan corporate entity. Failure to provide these items may result in Bid disqualification.**
11. **By submitting a bid, Bidder agrees to the following schedule for the Work:**

Begin Construction - May 15, 2025

Substantial Completion – August 31, 2025

Final Completion – September 30, 2025

12. Bidder Familial Relationship Certification:

The undersigned represents and certifies that, except as noted below, no familial relationships exist between the owner or employees of undersigned and any employees or Commissioners of Delta Charter Township.

List any Familial Relationships: _____

Signed



Levi Polihonki Owner/ President

13. Bidder PA 517 Certification:

In accordance with Act 517 of the Public Acts of Michigan of 2012 (Act 517) the undersigned represents and certifies that as of the date hereof the undersigned is not an "Iran linked business" as defined in Act 517.

Signed

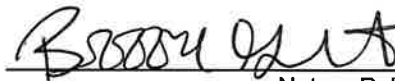


Levi Polihonki Owner/President

Notarization for Items included in this bid:

STATE OF MICHIGAN)
COUNTY OF Calhoun)ss

This document was acknowledged before me on the 29th day of April, in the year 2025, by Brooke Grant



Calhoun Notary Public
County, Michigan

My Commission Expires: 9-20-25

Acting in the County of: Eaton

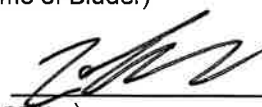
13. Bid Submitted on

4/29/25

BY: Iron Horse Excavation LLC

(Name of Bidder)

(SEAL)

BY: 
(Signature)

Levi Polihonki Owner/President

(Name & Title of Person Authorized to sign)

Business Address:

5501 East Clinton Trail

Eaton Rapids, MI 48827

Phone Number:

(517) 525 - 8389

Email Address:

levi@ironhorsemi.com

All information on this Bid shall be typed or printed in ink.

END OF BID PROPOSAL

May 13, 2025 - Bid opening date – April 29, 2025

MEMORANDUM

TO: Jacob Kleinhenz, Township Engineer, Delta Charter Township

FR: Woody Isaacs, VIRIDIS Design Group (VIRIDIS)

RE: Hunter's Orchard Pathway - Award Recommendation

On behalf of Delta Charter Township, VIRIDIS has evaluated bid proposals received on April 29, 2025 for the referenced project. The bid received was as follows:

<u>Bidder</u>	<u>Base Bid</u>
Iron Horse Excavation LLC	\$672,000.00
Leavitt & Starck Excavating, Inc.	\$1,300,000.00
ET Mackenzie Company	\$1,701,828.70

On May 2, 2025, we conducted a post-bid interview with the apparent low bidder (Iron Horse Excavation LLC). Based on the post-bid interview, Iron Horse understood the project scope, committed appropriate resources, and agreed to meet the project schedule. We have worked previously with Iron Horse and believe their company is very qualified for this project.

Based on the results of the bid evaluation, and contingent on EGLE permit issuance, we recommend that the project be awarded to Iron Horse Excavation LLC at a base bid of \$672,000.00.

Please let us know if you have any questions or need additional information. Thank you.

Respectfully submitted,

VIRIDIS Design Group



Woodrow S. Isaacs III, ASLA, Principal



Manager's Office

(517) 323-8590

To: Supervisor Fonda Brewer and the Delta Township Board

From: Brian T. Reed, Delta Township Manager

Date: May 19, 2025

Re: Fireworks Cancellation

On April 7, 2025, the Delta Township Board approved moving forward to secure the contract for the annual July 3 Fireworks Display. A contract entered into with Night Magic Displays in the amount \$34,650.

The contract was approved by the Board at that time in order to provide enough time to appropriately plan for the logistics of this major event. Since then, there have been two significant events that affect our ability to pay for as well as plan for public safety response. 1. The Bank Drain at large assessment has impacted on our ability to pay for these fireworks. 2. The failure of the public safety bond millage countywide has impacted on the ability to provide enough law enforcement to provide for a safe event. This is in addition to being short-staffed at the Fire Department as well.

We are in discussions with Night Magic Displays about the cancelation. The contract states:

If inclement weather or any other factors should prevent the giving of this display on the agreed upon date, the Buyer will have the option of fulfilling this agreement with a buyout of 40% of the agreed display amount to the Seller.

Given the current situation, I am recommending we cancel the fireworks for 2025.

"I move that the 2025 fireworks display scheduled for July 3, 2025, be canceled and that the Township pay any contractual buyout costs to Night Magic Displays. I further move that the Manager be authorized and directed to sign any paperwork associated with this process."

Corporate Office:
3999 Hupp Rd. Bldg R-3-1
Office
LaPorte IN 46505



219.393.5051 Corp

March 12, 2025

Delta Charter Township
Mr. Marcus Kirkpatrick
7710 W. Saginaw Hwy
Lansing MI 48917

Dear Mr. Kirkpatrick;

Enclosed please find your bid for the Delta Charter Township Independence Day Celebration firework display. Please take a moment to review the proposal, and if you should have questions, please give me a call.

We deeply appreciate the opportunity and look forward to providing many new and exciting products and services that demonstrate our commitment to being your provider of choice for pyrotechnic displays.

Tony Nault

Tony Nault
naultte@gmail.com
517.420.2361 cell

NIGHT MAGIC DISPLAYS

3999 Hupp Rd. Bldg R-3-1 La Porte IN 46350

219.393.5051

AGREEMENT

AGREEMENT made this 12th day of March 2025 by **Night Magic Displays**, by its authorized agent hereinafter referred to as "Seller" and (the) **Delta Charter Township** hereinafter referred to as "Buyer".

1. SALE OF GOODS: The Seller shall sell to the Buyer certain Fireworks Display(s) in accordance with the program (Bid) attached hereto which shall be incorporated herein. This Display will be given on the evening(s) of **July 3, 2025** weather permitting, it being understood that should any factor prevent the giving of any Display on the date mentioned herein, it will be given on the next agreed upon date in 2025.*see item 2.

2. PURCHASE PRICE and PAYMENT: Purchase price shall be **\$34,650.00**. Payment shall be made within 10 days after display is shot. A finance charge of one- and one-half percent per month will be assessed on all accounts overdue.

If inclement weather or any other factors should prevent the giving of this display on the agreed upon date, the Buyer will have the option of fulfilling this agreement with a buyout of 40% of the agreed display amount to the Seller.

3. **CLAIMS:** Any claims for loss or damage, defective materials and or product or shortages in count, or for any other cause is waived by Buyer unless made within Three (3) days after delivery.

WARRANTIES: The Seller warrants that the displays and their contents are in conformity with the specifications set forth in the Bid. No other representations or warranties have been made by the Seller or relied upon by the Buyer. This warranty is expressly in lieu of any and all warranties expressed or implied.

4. LIABILITY: The Buyer further agrees to provide the following:

- Sufficient area for the Displays in accordance with the N.F.P.A. code of distances.
- Adequate Security Staff protection to prevent spectators from entering Display Area.
- Protection of the Display area by roping off or similar facility.
- Daylight inspection of Display site the day following the Display.
- State Permit for Fireworks Display where required.

5. ADDITIONAL COVENANTS:

- a) Seller agrees to furnish Pyrotechnicians for this Display. This includes labor for setup, firing, tear down of display and initial inspection and cleanup of Display area.
- b) Seller shall purchase insurance for the benefit of Seller and Buyer in the amount of \$10,000,000.00 for each display. Such insurance shall cover damage and personal injury resulting from any aspect of this contract.
- c) All individual entities listed on the Certificate of Insurance will be deemed an additional insured per this contract on a primary and non-contributory basis.

6. **BENEFIT:** This agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT THIS 1

DAY OF [REDACTED], 2025.

NIGHT MAGIC DISPLAYS

By _____
Authorized Agent of SELLER

By _____
Authorized Agent of BUYER

**Insurance certificate will be emailed to
address provided here by buyer**

Printed Name

email address

Billing Address

City

State

Zip

PROPOSAL

Delta Charter Township

This proposal includes the following:

BID AMOUNT: \$34,650.00

**DISPLAY
DATES: July 3, 2025**

**LIABILITY \$10,000,000.00 Coverage provided by Everest
Insurance Company**

PRODUCT: All fireworks in enclosed bid.

**We reserve the right to substitute for equal or greater value if
product is not available.**

DELIVERY: By CDL/Hazmat endorsed drivers

**FIRING: All setup, firing of display by our protechnicians
and initial clean up.**

**WORKER'S
COMP.: Liberty Mutual Insurance
to cover the pyrotechnicians if provided**

Delta Charter Township
Spectacular Fireworks!
July 03, 2025
\$34,650.00

* * * * *

Opening Barrage

Three Inch Display Shells

20 - Variegated Color Peony Finale Shells

Body Of Display

Three Inch Display Shells

72 - Guandu Assorted Color Shells

72 - Wizard Special Imported Shells

72 - Japanese Style Chrysanthemums

30 - Guandu Fancy Flight Shells

8 - Crackling Nishiki Kamuros in flight

8 - Assorted Ring Shells

8 - Red Strobe Waterfall in flight

8 - Brocade Crown Flight Shells

6 - Titanium Salute with Rising Tail

4 - Orange Strobe Waterfall Flight

4 - Smiley Face

4 - Yung Feng Japanese Style Shells

3 - Titanium Salutes with Rising Tails Shot in Flight

1 - Twitter Glitter

Four Inch Display Shells

- 72 - Guandu Assorted Shells
- 54 - Wizard Special Imported Shells
- 36 - Japanese Style Chrysanthemums
 - 3 - Assorted Ring Shells
 - 3 - Red Strobe Waterfalls
 - 3 - Orange Strobe Waterfalls
 - 3 - Brocade Crowns in Flight
 - 1 - Blue Bees
 - 1 - Purple to Lemon Strobe
 - 1 - Red Bees
 - 1 - Silver Crossette
 - 1 - Twitter Glitter
 - 1 - Blue to Red Strobe
 - 1 - Crackling Willow
 - 1 - Flower Crown

Five Inch Display Shells

- 36 - Guandu Assorted Shells
- 36 - Wizard Special Imported Shells
 - 3 - Brocade Crowns in Flight
 - 1 - Moving Blue Bees
 - 1 - Green Windbell Flower
 - 1 - Purple to Lemon Strobe
 - 1 - Red Bees
 - 1 - Twitter Glitter

Multishot Boxes

- 2 - 36 Shot 2.5" Brocade Crowns
- 2 - 36 Shot Assorted Colors w/tails
- 2 - 50 Shot 2' Assorted Colors with silver tails

The Grand Finale

- 120 - Three Inch Wizard Multi-colored Finale Shells
 - 108 - Three Inch Guandu Specialty Finale Shells
 - 48 - Three Inch Gold Brocade Finale Shells
 - 24 - Three Inch Titanium Salute Finale Shells
 - 15 - Four Inch Grand Finale Bombshells consisting of Special Imported Chrysanthemums and Peonies
 - 9 - Four Inch Gold Brocade Finale Shells
 - 3 - Five Inch Brocade Crown Finale Shells
-
- 106 - 9' ignitors



To: Supervisor Fonda Brewer and the Delta Township Board

From: Marcus Kirkpatrick, Parks, Recreation & Cemeteries Director

Date: March 26, 2025

Re: Fireworks Permit & Agreement

Attached, please find all the necessary information and application forms for the annual fireworks display at Sharp Park on July 3, 2025. We will not advertise a rain date this year. In the case of inclement weather preventing the display, the show will be given on an agreed upon date in 2025. This year's display is being coordinated entirely by the Parks, Recreation and Cemeteries Commission. The Commission, led by Paul L. Kelsey, is continuing to work with Night Magic Displays to provide this year's show. The charge for the fireworks display will be \$34,650. With the \$30,000 allocated to the Township's budget, the Commission is working to secure donations towards the event.

With Sharp Park being under construction this summer, staff is working to have the park open as in past years.

At this time, we are requesting approval of the agreement with Night Magic Displays and that the Fireworks Display Permit be issued. A copy of the agreement and permit are attached for your convenience. A copy of Night Magic Display's Certificate of Liability Insurance will be forwarded, shortly after the documents are signed.

Therefore, The Parks, Recreation and Cemeteries Commission recommends that the following motion be acted upon by the Township Board:

"We move that the request for fireworks display on July 3, 2025, for \$34,650, with an agreed upon rain date (in 2025), by Parks, Recreation and Cemeteries Commission be granted, subjected to acceptable weather conditions and an on-site inspection on the day of the display by the Fire Chief or his designee. Further, that the Township Manager be authorized to sign the attached permit & agreement with Night Magic Displays."



Delta Township Board

(517) 323-8590

TO: The Delta Township Board

FROM: Supervisor Fonda J. Brewer

DATE: May 5, 2025

SUBJECT: Board and Commission Appointments

At the April 21, 2025, Regular Board meeting the board discussed the proposed appointees for the Saginaw Highway Corridor Improvement Authority Board. At that time, Treasurer Fedewa questioned language regarding ownership or business interest in a property language in Public Act 57 of 2018 which authorizes a municipality to establish a corridor improvement authority:

“Pursuant to Act 57, the Township’s CIA is governed by a board (the “CIA Board”) appointed by the Township Supervisor, subject to the approval of the Township Board of Trustees (the “Township Board”). The Township must comply with certain statutory requirements regarding CIA Board membership and composition, including the requirement that “[n]ot less than a majority of the members [of the CIA Board] shall be persons having *an ownership or business interest in property* located in the development area.”¹

At Treasurer Fedewa’s request, the Township asked for a legal opinion regarding defining “*ownership or business interest in property*” in this context, as well as whether particular circumstances would meet this statutory requirement.

The full legal opinion has been distributed to the board.

In light of the legal opinion which establishes that the Michigan law provides substantial deference to the judgement of the Township board, I respectfully submit for your consideration the following individuals to be appointed or reappointed to the respective Delta Township Boards/Commissions:

Saginaw Hwy Corridor Improvement Authority Board

- **Bill Dubios** is reappointed to a full four-year term expiring June 30, 2029, serving his second term on the CIA Board. Bill will fill the At-Large Member seat on the board.
- **Donald Lovell** is appointed to a full four-year term expiring June 30, 2029, filling the vacant business owner seat on the board. This will be his first term serving on any Township board or commission.
- **Keith Wright** is appointed to a full four-year term expiring June 30, 2029. He is filling the business owner seat previously held by Laura Miller, whose term has concluded. This will be his first term serving on any Township board or commission.

We are grateful for Laura’s commitment and passion during her time on the CIA Board.

Planning Commission

- **Micheal Meddaugh** is reappointed to a full three-year term expiring June 30, 2028, serving his fourth term on the Planning Commission.

¹ MCL 125.4608(1) (emphasis added).



- **David Howell** is appointed to a full three-year term expiring June 30, 2028, filling a vacant seat on the board. This will be his first term serving on any Township board or commission.

Therefore, I offer the following motion for your consideration:

“I move that the aforementioned person(s) be appointed to the identified Township Board or Commission; and that the Clerk is hereby directed to send notification to the selected individual(s) informing them of their appointment.”



CLERK'S OFFICE

Annual Report 2024

Mary R. Clark | Township Clerk

CLERK'S OFFICE STAFF



Deb VanCourt

Department Assistant

Laura Boomer

Deputy Clerk (Appointed)

Mary R. Clark

Clerk (Elected Official)

Shea Mattson

Department Assistant

STATUTORY DUTIES OF THE CLERK

▶ Appoints a Deputy Clerk

▶ Custody of all Township records

▶ Records/maintains meeting minutes

▶ Publishes meeting minutes synopsis

▶ Responsible for all Township meeting notices

▶ Keeps Oath of Office Book

▶ Conducts elections – federal, state, county, local, and school

▶ Keeps/maintains all voter registration files

▶ Registers voters, maintains voter files, and maintains the Qualified Voter File

▶ Keeps/maintains Ordinances and legal publications

▶ Prepares warrants for all Township checks – 1 of 3 approving invoices for payment and co-signs with Treasurer

▶ Prepares financial statements

▶ Delivers tax certificates to County Clerk

ADDITIONAL FUNCTIONS

- Maintains all cemetery records, schedules burials, foundation pours and plot sales
- Collects and maintains historical documents, both legal and otherwise, for the Township
- Serves as the Township switchboard
- EATRAN and CATA sale site
- Maintains Township vehicle records
- Reviews and accepts Passport applications - accredited by US Department of State
- Maintains postage meter and provides monthly reporting to the Accounting Department
- Processes incoming mail for all Township departments
- Licenses: Vendor, Entertainment, Amusement, and Going Out of Business
- Establishes Street Lighting Districts
- Commission and Board Seats: Track seats, Applications, and Terms of Office
- Public Awareness: Magazine articles and website
- School and Community Education
- Notary Public services

STATISTICAL INFORMATION

Clerk's Office | 2024



ELECTIONS

	2021	2022	2023	2024
Elections Conducted	2	3	2	4
New Voter Registration & Changes	3,695	4,377	3,268	3,470
Cancellations	2,591	2,557	2,909	2,448
Absentee Ballots Issued	May (WCS): 2,648 November (GLPS): 3,911	May (LSD Only): 116 August: 7,061 November: 10,386	May: 6,580 November: 4,610	February: 6,747 May: 3,258 August: 8,694 November: 10,848
Registered Voters	May: 11,866 November: 14,710	May (LSD Only): 436 August: 27,285 November: 27,478	May: 27,254 November: 14,848	February: 27,415 May: 15,117 August: 25,041 November: 28,162
Total Voters All Elections	5,879	25,650	9,627	41,787
Inspector Classes	May:10 November: 6	May: 0 August: 21 November: 28	May: 8 November: 6	February: 16 May: 13 August: 3 November: 20
Total Inspector Costs	\$ 18,780.50	\$ 92,928.75	\$ 28,812.50	\$ 138,229.80
Inspector Costs Per Election	May: \$ 11,165.50 November: \$ 7,615.00	May: \$ 0.00 August: \$ 40,833.25 November: \$ 52,095.50	May: \$ 15,893.00 November: \$ 12,973.50	February: \$ 38,207.50 May: \$ 8,976.30 August: \$ 41,225.75 November: \$ 49,820.25
Election Day Registrations	May: 0 November: 0	May: 0 August: 9 November: 94	May: 0 November: 0	February: 5 May: 1 August: 4 November: 103

CEMETERY

	2021	2022	2023	2024
Burials	109	82	74	84
Earthen Plots Sold	109	78	64	65
Columbarium Plots Sold	4	4	3	2
Cremain Plots Sold	8	12	4	8
Scatter Garden Plaque	1	3	0	6
Total Plots Sold	122	97	71	81
Foundations Poured	73	51	53	45



BOARD

	2021	2022	2023	2024
Number of Meetings	36	32	29	30
Number of Resolutions	200	168	222	227
Code/Zoning Ordinance Amendments	9	2	2	3
Board/Commission Applications Processed	17	26	5	4

Supervisor
Brewer



Appointed in 2025

Clerk
Clark



Treasurer
Fedewa



Trustee
Bowen



Trustee
Cascarilla



Trustee
Lyman



Appointed in 2025

Trustee
Mojica



PASSPORT

	2021	2022	2023	2024
Total Fees Collected	\$196,985.31	\$230,112.48	\$353,921.78	\$322,640.11
Fees to US Department of State	\$118,899.31	\$170,782.48	\$268,417.58	\$237,685.11
Fees to Delta Township	\$32,865.00	\$41,930.00	\$58,145.00	\$58,870.00
Photo Fees	\$12,600.00	\$15,708.00	\$26,295.00	\$26,085.00
Number of Photos	1,050	1,309	1,753	1,739
Total Passports	931	1,188	1,661	1,682
Minor Passports	269	358	479	523
Adult Passports	662	830	1,182	1,159
Expedited Postage Fees to Delta	\$2,621.00	\$1,702.00	\$1,064.20	\$0.00

Passport data could be card and/or book

LICENSES

	2021	2022	2023	2024
Vendor	1	0	0	0
Fees Collected	\$450	\$0	\$0	\$0
Fireworks	0	1	1	1
Fees Collected	\$0	\$0	\$0	\$0
Amusement/Entertainment	0	1	2	2
Fees Collected	\$0	\$0	\$0	\$1,300
Going Out of Business	0	0	0	0
Fees Collected	\$0	\$0	\$0	\$0

EATRAN

	2021	2022	2023	2024
Total Money Collected	\$6,282	\$6,994	\$6,759	\$8,109
Blue: Student \$18	\$4,104	\$4,086	\$3,078	\$4,590
Gold: Senior 60+ \$9	\$1,773	\$1,989	\$2,961	\$3,096
Green: Medical Express \$27	\$27	\$27	\$378	\$81
Red: Adult \$18	\$378	\$882	\$342	\$342

Tokens are sold in strips of 10

CATA

	2024
Total Money Collected	\$40
10 Ride Pass - Adult \$10	\$40
10 Ride Pass - Student \$6	\$0
10 Ride Pass - Adult \$10	\$0

ELECTION EQUIPMENT

Hart Intercivic





Manager's Office

(517) 323-8590

TO: Supervisor Fonda J. Brewer and the Delta Township Board

FROM: Brian Reed, Township Manager

DATE: May 19, 2025

SUBJECT: Closed Session At Request of Manager

Manager Reed requests that the Board adjourn to a Closed Session to consider discussion exempt by state or federal statute. This is allowed under P.A. 267 of 1976, the Open Meetings Act, Section 8(1)(a) (MCL 15.268(1)(a)) as amended. Therefore, the following resolution is offered for your consideration:

“I move that the Delta Township Board adjourn to Closed Session at the request of the Township Manager under the Open Meetings Act (Act 267 of 1976), Section 8(1)(a) (MCL 15.268(1)(a)).”