

CONTRIBUTION AGREEMENT
BETWEEN
THE CITY OF ANN ARBOR
AND
TRAVER LAKES COMMUNITY MAINTENANCE ASSOCIATION
REGARDING THE REPLACEMENT OF A SIDEWALK ON TRAVER BOULEVARD
LAKEHURST LANE TO NIXON ROAD

This Agreement (“Agreement”) is between the Traver Lakes Community Maintenance Association (“TLCMA”), a Michigan domestic nonprofit corporation whose address is 4045 Stone School Road, Ann Arbor, MI 48108 and the City of Ann Arbor (“City”), a Michigan municipal corporation, with its address at 301 E. Huron Street, Ann Arbor, Michigan 48104.

This Agreement specifies the terms under which TLCMA will contribute to the City’s construction of sidewalk improvements along the south side of Traver Boulevard, from Lakehurst Lane to Nixon Road, including the replacement of the existing asphalt sidewalk with a standard concrete sidewalk.

Whereas, TLCMA desires to replace the existing asphalt sidewalk along the south side of Traver Boulevard from Lakehurst Lane to Nixon Road.

Whereas, the City planned in the future to replace the asphalt sidewalk with a concrete sidewalk along the south side of Traver Boulevard from Lakehurst Lane to Nixon Road;

Whereas, the City and TLCMA have reached an understanding regarding a Project to replace the sidewalk and desire to enter into this Agreement to establish the rights and responsibilities of the parties relative to the Project.

Whereas, the City has agreed to construct a concrete sidewalk in the public right-of-way along the South side of Traver Boulevard from Lakehurst Lane to Nixon Road.

Whereas, TLCMA has agreed to contribute to the cost of the Project in an amount that represents the construction cost if the City were to resurface the existing asphalt path, and the City has agreed to pay for the remainder of the cost of the Project to replace the sidewalk in concrete including associated engineering design, inspection, testing, and administrative costs.

Therefore, in consideration of the promises and of the mutual undertakings of the parties and in conformity with applicable law, the City and TLCMA agree:

1. **Duration.**

This Agreement shall become effective on the date of the last signature of the parties and shall terminate upon TLCMA's completion of payment to the City upon the terms of this Agreement.

2. **Definitions.**

"Project" means the construction of a concrete sidewalk on the south side of Traver Boulevard from Lakehurst Lane to Nixon Road.

3. **Construction.**

a. The City and/or contractors retained by the City shall perform the replacement of the sidewalk, including ADA compliant sidewalk ramps, detectable warning surface, sidewalk grading, sand subbase, concrete testing, and inspection.

b. The City shall oversee and manage all aspects of the Project's construction and related work.

c. TLCMA shall pay the City \$56,000.00 to be used toward the cost of the Project. The City shall provide an invoice to TLCMA listing the amount TLCMA owes. TLCMA shall pay the amount owed within 60 days after receiving the City's invoice.

d. The City will pay for the remainder of the cost of the Project, including all engineering design, inspection, testing, and administrative costs.

4. **Ownership Interest.**

The parties agree that the sidewalk for this Project is in the public right-of-way and is a public sidewalk. The parties further agree that TLCMA will have no ownership or other property interest in either the public right-of-way or the sidewalk for this Project. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement for any reason.

5. **Notices.**

All notices shall be in writing. Notices and communications shall be deemed to have been properly transmitted upon actual receipt when delivered or mailed to the following addresses or to such other address noticed hereafter by either party:

City: Craig Hupy
Public Services Area Administrator
City of Ann Arbor
P.O. Box 8647
Ann Arbor, MI 48107-8647

TLCMA: Traver Lakes Community Association
C/O A A Realty-Priv Comm #1
616 Church St.
Ann Arbor, MI 48104

6. Miscellaneous.

a. Entire Agreement. This Agreement represents the entire understanding between the City and TLCMA regarding TLCMA's contribution to the Project and supersedes all prior representations or agreements. Neither party has relied on any prior representations in entering into this Agreement. This Agreement may be altered, amended or modified only by written amendment signed by TLCMA and the City.

b. Severability. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this agreement or the application of the provision to other parties or other circumstances.

c. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Michigan. The parties agree to venue in a court of appropriate jurisdiction in Washtenaw County for any action arising under this agreement.

d. Authority. The undersigned state that they have the authority to execute this Agreement on behalf of the party for which they sign.

(Signatures on the following page)

CITY OF ANN ARBOR,
a Michigan municipal corporation

TRAVER LAKES COMMUNITY
ASSOCIATION, INC.
a Michigan domestic profit corporation

By: _____
Christopher Taylor, Mayor

Lisa Dusseau
By: _____
Lisa Dusseau, President

By: _____
Jacqueline Beaudry, City Clerk

Jacob Auerbach
By: _____
Jacob Auerbach, Treasurer

Approved as to substance:

By: _____
Tom Crawford, City Administrator

By: _____
Craig A. Hupy, P.E., Public Services Area Administrator

Approved as to form:

By: _____
Stephen K. Postema, City Attorney