

PERE MARQUETTE CHARTER TOWNSHIP BOARD
REGULAR MEETING AGENDA
June 13, 2023 – 4:00 p.m.

Location: PERE MARQUETTE CHARTER TOWNSHIP HALL
1699 S. Pere Marquette Highway
Ludington, MI 49431

1. CALL TO ORDER
2. INVOCATION
3. PLEDGE TO FLAG
4. ROLL CALL
5. APPROVAL OF MINUTES
6. SHERIFF / COUNTY COMMISSIONER REPORT(S)
7. DEPARTMENT REPORTS
8. BRIEF PUBLIC COMMENTS (TWO MINUTES)
9. APPROVAL OF AGENDA
10. PUBLIC HEARINGS
11. COMMUNICATIONS
12. COMMITTEE REPORTS
13. UNFINISHED BUSINESS
14. NEW BUSINESS
 - A. **Consider Michigan Townships Association Annual Dues**
 - B. **Consider Engineering Agreement for Water Tower Project**
 - C. **Consider Appointment to Board of Review**
 - D. **Consider Budget Amendments**
 - E. **Consider Adoption of Capital Improvement Plan**
 - F. **Consider 2023 Tax Collection Agreement – West Shore Educational Service District**
 - G. **Consider 2023 Tax Collection Agreement – West Shore Community College**
15. OFFICERS REPORTS
 - A. Trustees
 - B. Clerk and payment of invoices
 - C. Treasurer
 - D. Supervisor
16. ANNOUNCEMENTS
17. EXTENDED PUBLIC COMMENTS (TEN MINUTES)
18. ADJOURNMENT

REGULAR MEETING
May 23, 2023

PERE MARQUETTE CHARTER TOWNSHIP BOARD
held at 1699 S. Pere Marquette Highway, Ludington MI 49431

Board members present: Supervisor Gerald Bleau; Clerk Rachelle Enbody; Treasurer Karie Bleau;
Trustees: Andrew Kmetz, Henry Rasmussen, and Ronald Soberalski.
Board member(s) absent: Trustee James Nordlund Sr.
Also present: Riley Kelley (Ludington Daily News), Russel Fulker, and numerous guests.

The meeting was called to order at 6:00 p.m. by the Supervisor. Invocation was given by Kmetz; Pledge of Allegiance was recited by all.

APPROVAL OF MINUTES: **Moved** by Kmetz, seconded by Rasmussen to approve the minutes of the May 9, 2023 regular meeting as presented and the minutes of the May 9, 2023 closed session as presented.

Motion carried.

PUBLIC COMMENT: Public comment was held.

APPROVAL OF AGENDA: **Moved** by Enbody, seconded by Rasmussen to approve the agenda as presented.

Motion carried.

NEW BUSINESS: A. Consider Temporary Assistant for the Treasurer's Office – Board members reviewed a memo from Treasurer K. Bleau requesting to hire a temporary assistant for the Treasurer's Office during the time that the deputy treasurer will be on leave of absence. K. Bleau added that the position is budgeted at forty hours per week and that the deputy treasurer is currently working only thirty-two hours per week which will result in enough remaining budgeted funds to cover the cost of the temporary assistant.

Moved by K. Bleau, seconded by Soberalski to authorize hiring a temporary assistant for the Treasurer's Office at a compensation rate of \$22.03 per hour at the following requested schedule: For the period of June 5 – August 18 at two days per week or up to 20 hours per week for training at a temporary part-time status and for the period of August 21 November 13 at a temporary full-time status.

Motion carried.

B. Consider Partnership for Trail Design – Board members reviewed a letter from the Shoreline Cycling Club informing the board that the club has received a trail design proposal in the amount of \$8,000.00 with a completion date of fall/winter 2023/2024. The letter requests a cost share of the project and is looking forward to working with the township on adding recreational amenities to the Conservation Park. G. Bleau stated he received correspondence from James Bernier of JMB Associates, LLC, township consultant, and that the consultant is not supportive of the venture as the township already has a trail project plan and is ready to proceed.

Moved by G. Bleau, seconded by Kmetz to refer the request for the trail partnership project to the Parks Committee.

Motion carried.

C. Consider Board of Review Resignation – Board members reviewed correspondence from Monica Schuyler resigning from the Board of Review due to residency.

Moved by Soberalski, seconded by Kmetz to accept the letter of resignation from Board of Review member Monica Schuyler, with regret, effective immediately.

Motion carried.

D. Consider Parks Department Request for Equipment Trailer – Board members reviewed quotes for the purchase of an equipment trailer for the Parks Department.

VENDOR	MODEL	Base Quote	Fee(s)	Title	Plates	TOTAL
Grandville Trailer	Sure Trac 16K	\$10,195	\$135.00	\$15.00	\$200	\$10,545
Holland Trailer	Sure Trac 16K	\$10,195	Not quoted	15.00	Not quoted	\$10,260
Smith Equipment	Big Tex 16TL	\$15,077	Not quoted	Not quoted	\$200	\$15,277
Smith Equipment	Big Tex 14ET	\$8,897	Not quoted	Not quoted	\$200	\$ 9,097

Moved by Kmetz, seconded by Enbody to refer the request for equipment trailer purchase to the Finance Committee.

Motion carried.

ANNOUNCEMENTS: Soberalski asked about the status of the forensic audit. G. Bleau stated there will be a final report on the forensic audit at the next board meeting.

EXTENDED PUBLIC COMMENT: Public comment was held.

ADJOURNMENT: The meeting was adjourned by consent at 6:37 p.m.



Rachelle D. Enbody, MiPMC², CMC Township Clerk

Gerald A. Bleau, Township Supervisor

MICHIGAN SPARKS COMMUNITY RECREATION GRANT PROGRAM
RESOLUTION OF AUTHORIZATION #2023-8

WHEREAS, the Pere Marquette Charter Township Board of Trustees supports the submission of an application titled, "Pere Marquette Conservation Park Entry and Trail Project" to the Michigan Sparks Community Recreation Grant Program for the development of the new entry road and parking for the township's Pere Marquette Conservation Park (PMCP) and a multi-use non-motorized trail connecting PMCP to the township's Buttersville Campground; and,

WHEREAS, the proposed project and corresponding application is supported by Pere Marquette Charter Township's Parks, Recreation and Open Space Plan 2020-2024, Adopted 1/20/2020, and with the PMCP Master Plan the township adopted on 12/31/2020; and,

WHEREAS, the Pere Marquette Charter Township Board of Trustees believes these highly desired and widely supported public access needs have been significantly delayed by the impacts of the COVID 19 pandemic and that the completion of this project will contribute to the area's continuing recovery, both economically and socially; and,

WHEREAS, the Pere Marquette Township Board of Trustees is confident that this project will help to build a stronger, healthier, and safer community, benefit area residents and attract visitors who will contribute to the economic well-being of the community; and,

WHEREAS, the Pere Marquette Charter Township Board of Trustees is prepared to commit \$300,000 of township capital improvement funds toward this \$999,000 project;

NOW THEREFORE, BE IT RESOLVED that the Pere Marquette Charter Township Board of Trustees hereby authorizes submission of a Michigan Sparks Grant Program application for a \$699,000 grant, which in combination with township funds will enable completion of the Pere Marquette Conservation Park Entry and Trail Project.

Roll call vote:

Yes:

No:

Absent:

Resolution declared adopted.

CERTIFICATE

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Pere Marquette, Mason County, Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Trustees of Pere Marquette Charter Township, County of Mason, Michigan, at a meeting of the Township Board. I do further hereby certify that public notice of said meeting was given pursuant to and in full compliance with Michigan Act 267 of 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act,

Rachelle D. Enbody, CMC, MiPMC²
Township Clerk



PO Box 80078
Lansing, MI 48908-0078
www.michigantownships.org

Due Date: 7/1/2023
Township ID: 43893
ATTN: Rachelle Enbody
County: Mason Co.

Bill To:

Pere Marquette Chtr. Twp.
1699 S Pere Marquette Hwy
Ludington, MI 49431-9323

IMPORTANT

*Please make a photocopy of this page
and send it with your check.*

Annual Dues 1. Your annual dues payment for 07/01/2023 to 06/30/2024 is:

\$7,538.00

2. Your Legal Defense Fund contribution for the year is (optional):

\$226.14

Your dues and LDF total:

\$7,764.14

Choose Your MTA Online Learning Subscription (optional)

All members of your township team, including volunteers, will have access to the courses included in the package you choose. See the enclosed flyer and the back of this page for more details.

Select one ☐ Premium Pass (all courses included) \$ 1,900
☐ Plus \$ 1,000
☐ Essentials \$ 750

Enter the
selected
package price
here:

\$

Total the green and gold boxes above and enter the amount enclosed:

\$

Notes:

1. Make a photocopy of this page and send it with your check.
2. Your dues were calculated using method 4 as described on the reverse side of this sheet.
3. MTA's EIN number is: 38-1536994. IRS Disclosure: MTA dues payments are not deductible as a charitable contribution for federal income tax purposes.
4. Questions regarding this invoice can be sent to service@michigantownships.org or call us at (517) 321-6467.

Thank you very much for supporting strong township government!

04-14-2023

Memo

TO
Jerry Bleau

FROM
Dan Healy
Brian Ross

CC
N/A

RE
Water Tower
Improvements

The Pere Marquette Township elevated water tower was inspected and a report published by Dixon Engineering between September and December of 2021. Conclusions, recommendations and estimated costs were updated in February 2023 (see attached pdf – pages 1-7).

The overall cost of repairs such as painting, welding, grouting and other necessary improvements is estimated to be \$345,000. The work will be placed in the Capital Improvement Plan and is anticipated to take place in Fall of 2024.

Our request is for \$54,000 to pay Dixon Engineering to provide bid specifications, bidding documents, review of the contractor bids, selection of a qualified contractor, inspection services during repairs/coatings, and a one-year follow-up warranty inspection. This is anticipated to be expended in 2023. A copy of the Agreement between Pere Marquette Township and Dixon Engineering is attached for your consideration (pages 1-23).

RECOMMENDED ACTION: To authorize the Supervisor and Clerk to enter into an Agreement with Dixon Engineering, Inc. in an amount not-to-exceed \$54,000 to develop technical specifications, generate bidding and contract documents, to hold a preconstruction meeting, provide project administration, and construction observation/inspection, and a one-year follow-up warranty inspection on the 500,000-gallon elevated storage tank. Funds are expected to come from 591-538-970.000 (Capital Outlay).

Dixon Engineering, Inc.

Maintenance Inspection

500,000 Gallon Spheroid

Pere Marquette Charter Township
Ludington, Michigan

Inspection Performed: September 14, 2021
Reviewed by Joseph T. Hoban, P.E.: December 2, 2021
**Updated Budget Numbers by Eric Binkowski February
16, 2023**

Dixon Engineering Inc.
1104 Third Ave. Lake Odessa, MI 48849

Phone (616) 374-3221
Fax (616) 374-7116
<http://www.dixonengineering.net>
dixon@dixonengineering.net

CONCLUSIONS:

1. The exterior coating is a urethane system. The coating is in good condition overall. Coating deterioration includes topcoat delamination. There are only a few coating failures on the roof.
2. The dry interior coating is an epoxy system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate. Most of the failures are on the topside of the platforms and on the baseplate.
3. The wet interior coating is an epoxy system. The coating is in poor condition overall. Below the high-water level coating deterioration includes spot failures to the substrate on the bowl, access tube, and sidewall. Above the high-water level coating is deteriorating at the roof panels.

RECOMMENDATIONS (GENERAL AND IMMEDIATE WORK):

Annually inspect the roof vent, hatches, and any other health or security items on the structure. The work could be performed by in-house personnel or contracted as part of a regular maintenance program.

Schedule regular cleanings and inspections of the tank by an independent third party once every five years as recommended by AWWA.

1. Continue to maintain the cathodic protection system. The cost would be dependent on your contract with your cathodic vendor.

RECOMMENDATIONS (IMMEDIATE WORK TO MEET EGLE REQUIREMENTS):

EGLE may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

1. Replace the screen at the overflow pipe discharge to meet current EGLE requirements. The cost would be incidental to the next painting project or could be performed by in-house personnel.
2. Install a gasket on the wet interior roof hatch to meet current EGLE requirements. The cost would be incidental to the next painting project or could be performed by in-house personnel.
3. Install a threaded coupling on the fill/draw pipe for a chemical feed line as required by the EGLE. The cost would be incidental to the next painting project.

RECOMMENDATIONS (WITH THE NEXT PAINT PROJECT):

Complete the recommended work in one to two years. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

1. High pressure water clean and overcoat the exterior with a urethane system. The estimated cost is \$115,000.
2. Abrasive blast clean the entire wet interior and repaint with an epoxy system. The estimated cost is \$160,000.
3. Coat the foundation to help prevent deterioration. The cost would be incidental to exterior painting.
4. Repair areas of missing or damaged grout between the steel baseplate and the concrete foundation. The cost would be incidental to the next painting project.
5. Install a handhold at the access tube roof hatch and painter's (bird) hatch. The handhold would assist the climber while entering and exiting the openings. The cost would be incidental to the next painting project.
6. Install a rigging lug on the transition cone above the top platform opening. The cost would be incidental to the next painting project.
7. Repair the bent deflector plate over the fill/draw pipe. The cost would be incidental to the next painting project.
8. The expansion joint was covered with insulation and was not visible for inspection. The type of joint should be verified. If it is determined to be a glandular expansion joint, then replace with it a bellows type joint. The estimated cost is \$7,000.
9. Replace the mud valve in the bottom of the tank. The estimated cost is \$6,000.
10. Install a check valve on the condensate drain line. The estimated cost is \$3,000.

COST SUMMARY:

Exterior overcoat	\$115,000
Wet interior repaint	160,000
Expansion joint	7,000
Mud valve	6,000
Condensate drain line check valve	<u>3,000</u>
Sub Total	\$291,000
Engineering and Contingencies	<u>\$54,000</u>
Total	\$345,000

INSPECTION:

On September 14, 2021, Dixon Engineering Inc. performed a maintenance inspection on the 500,000 gallon spheroid elevated water storage tank owned by Pere Marquette Charter Township, Michigan. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report and updated in 2023 to reflect the anticipated inflation affect on materials and labor in the 2024.

The wet interior inspection was completed with a remotely operated vehicle (ROV). Video of the inspection and still photos are included with this report. No cleaning was performed in the wet interior during the ROV inspection.

GENERAL INFORMATION:

The tank was built in 2006 by Caldwell with a height to high-water level of 148 feet 6 inches.

CONDITIONS AND RECOMMENDATIONS:**EXTERIOR COATING CONDITIONS:**

Information on file with DIXON indicates that the exterior was last painted in 2007. The exterior was abrasive blast cleaned to SSPC-SP6 commercial condition. The coating applied was a urethane system. The coating is in good condition overall.

The roof coating is in fair condition with a few failures. Primary method of deterioration is delaminated topcoat.

Good adhesion was noted on the ASTM X-cut test areas. If overcoating is not performed within the next two years, additional adhesion testing should be performed.

EXTERIOR COATING RECOMMENDATIONS:

Budget for overcoating in one to two years. The typical overcoat frequency for modern urethane systems is fifteen years. There is always a risk in overcoating the exterior, but we have had several successful projects when performed in the timeframe noted. The risk of poor adhesion of the overcoat system gets higher as the existing system gets older. Current adhesion showed the existing coating would support an additional coating system.

The recommended procedure is to high pressure water clean (5,000-10,000 psi) the exterior to remove any poorly adhered coating and any contaminants. Coating failures to the substrate would be spot power tool cleaned to bare metal (SSPC-SP11) condition. All sharp edges would be feathered into the surrounding coating.

The coating system would consist of a spot prime coat on the bare metal, a full coat of epoxy, and followed by two full coats of urethane. The estimated cost is \$115,000.

DRY INTERIOR COATING CONDITIONS:

Information on file with DIXON indicated the dry interior was last painted in 2007. The dry interior was spot abrasive blast cleaned to SSPC-SP6 commercial condition. The coating applied was an epoxy system. The coating is in good condition overall.

WET INTERIOR COATING CONDITIONS:

Information on file with DIXON indicated the wet interior was last painted in 2007. The wet interior was abrasive blast cleaned to SSPC-SP10 near-white condition. The coating applied was an epoxy system.

The roof coating is in poor condition with numerous failures. Primary methods of deterioration are spot failures to the substrate.

The sidewall coating is in poor condition with numerous failures. Primary method of deterioration is spot failures to the substrate. There is significant coating damage at the high-water level which would be the area most affected by ice movement.

The access tube coating is in poor condition with numerous failures. Primary methods of deterioration are spot failures to the substrate and rust bleedthrough. There is significant damage at the high-water level.

The coating on the transition cone is in fair condition with only a few failures. Primary method of deterioration is spot failures to the substrate.

WET INTERIOR COATING RECOMMENDATIONS:

Budget to repaint the wet interior in one to two years. Abrasive blast clean the entire wet interior to a near-white metal (SSPC-SP10) condition. Wet interior coating systems must be approved for potable water storage tanks contingent upon meeting requirements of NSF/ANSI 61.

Apply a three-coat epoxy system to the prepared surfaces. Epoxy coating systems are recommended in most applications because they have good adhesion and abrasion resistant qualities. The estimated cost is \$160,000.

FOUNDATION AND ANCHOR BOLT CONDITIONS:

The exposed concrete foundation is in good condition. The foundation is not coated. There are anchor bolts evenly spaced on the baseplate around the basebell. The anchor bolts are in good condition with no deterioration.

FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:

Coat the exposed concrete with an epoxy coating system to help prevent deterioration. The cost would be incidental to exterior painting.

GROUT CONDITIONS:

The grout between the baseplate and the foundation is in fair condition with approximately 7 total lineal feet missing.

GROUT RECOMMENDATIONS:

The purpose of the grout is to evenly distribute the load onto the foundation and to prevent water from getting between the foundation and the tank. Repair areas of missing or damaged grout between the steel baseplate and the concrete foundation. The cost would be incidental to exterior painting.

OVERFLOW PIPE CONDITIONS:

The overflow pipe discharge vertical. The end of the pipe is equipped with a screened flap gate that is in good condition. The screen is in good condition but is oversized. The pipe discharges to a splash pad. The air gap meets the required 12-24 inches. The discharge area is in good condition.

OVERFLOW PIPE RECOMMENDATIONS:

Replace the oversized screen on the end of the overflow pipe to meet current EGLE regulations. The cost would be incidental to the next painting project or could be performed by in-house personnel.

HATCH AND MANWAY CONDITIONS:

There is a 30 inch diameter roof hatch to the wet interior that is in good condition. The hinged cover is in good condition. There is a handhold next to the hatch to aid the climber while entering and exiting the opening. The hatch was secured with a bolt. The hatch neck curb height meets the minimum height requirement of 4 inches. The hatch cover lip meets the minimum height requirement of 2 inches. There was no gasket on the hatch.

There is a 30 inch diameter roof hatch into the dry interior that is in good condition. The hinged cover is in good condition. There is no handhold next to the hatch to aid the climber while entering and exiting the opening.

There is not a rigging attachment point on the transition cone for rescue retrieval line attachment.

HATCH AND MANWAY RECOMMENDATIONS:

Install a gasket on the wet interior roof hatch to meet current EGLE requirements. The cost would be incidental to the next painting project or could be performed by in-house personnel.

Install a handhold at the access tube roof hatch and painter's (bird) hatch. The handhold would assist the climber while entering and exiting the openings. The cost would be incidental to the next painting project.

Install a rigging lug on the transition cone above the top platform opening. The lug would serve as an attachment point for a winch/pulley during rescue. The cost would be incidental to the next painting project.

VENT CONDITIONS:

The roof vent is a pressure vacuum design that is in good condition. The screened pressure vacuum plate was found to be properly aligned. There is a large external screen intended to keep birds out and a smaller mesh screen on the interior intended to keep insects out. The external screen is in good condition. The interior screen was not accessible for inspection. There is a rain shield over the outer screen.

FILL/DRAW PIPE CONDITIONS:

The tank fills and draws from a single pipe. The pipe routes through the dry interior into the bottom of the transition cone and extends approximately 18 inches into the wet interior. There is a deflector plate over top of the pipe in the wet interior that is bent.

FILL/DRAW PIPE RECOMMENDATIONS:

Repair the bent deflector plate at the end of the fill/draw pipe in the wet interior to meet current EGLE requirements. The cost would be incidental to the next painting project.

Install a threaded coupling for a chemical feed line on the fill/draw pipe to meet current EGLE requirements. The work would be incidental to the next painting project.

EXPANSION JOINT CONDITIONS:

The expansion joint was covered with insulation and was not visible for inspection.

EXPANSION JOINT RECOMMENDATIONS:

The type of joint should be verified. If it is determined to be a glandular expansion joint, then replace with it a bellows type joint. The estimated cost is \$7,000.

The glandular style of expansion joint can seize if corrosion forming at the joint stops the joint from moving as designed. If the expansion joint seizes it cannot take up the longitudinal movement of the fill/draw pipe and the tank bottom will flex to compensate for this movement. With enough flexing, the weld at the tank bottom could crack and cause a leak.

MUD VALVE CONDITIONS:

There is a mud valve located in the bottom of the tank to aid in removal of sediment during inspections and routine maintenance. The mud valve was not operated during the inspection. The type of mud valve in this tank has a history of failures, however this valve appears to be in good condition.

MUD VALVE RECOMMENDATIONS:

Replace the existing mud valve with a model that is not prone to failure. The existing style of valve could operate with no issues for several more years. The recommendation for replacement is as a preventative measure. The estimated cost is \$6,000.

CONDENSATE DRAIN CONDITIONS:

There is a condensate drain line that routes from the platform to the overflow pipe. There is not a check valve in the line to stop backflow during overflow conditions. The line is in good condition. The drain opening appeared operational.

CONDENSATE DRAIN RECOMMENDATIONS:

Install a check valve on the condensate drain line to prevent backflow during overflow conditions. The estimated cost is \$3,000.



DIXON

ENGINEERING & INSPECTION SERVICES
FOR THE COATING INDUSTRY

1104 Third Avenue
Lake Odessa, MI 48849
Telephone: (616) 374-3221
Fax: (616) 374-7116

AGREEMENT BETWEEN OWNER AND DIXON FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: _____ ("Effective date") between **Pere Marquette Charter Township, Ludington, Michigan** ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owner's Project, of which DIXON's Services under this Agreement are a part, is generally identified as follows: **Technical Specifications, Bidding and Contract Documents, Preconstruction Meeting, Project Administration, Wet Interior, Exterior Coating Observation, and One (1) Year ROV Warranty on the 500,000 Gallon Spheroid** ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJCDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount of **\$40,550**.

Proposals / Agreement Signatures

Eric Binkowski, Project Manager _____ February 16, 2023

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON's and Owner's representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Jerry Bleau
Address for Owner's receipt of notices:
Pere Marquette Charter Township
1699 S. Pere Marquette Hwy
Ludington, MI 49431
Email: jerry@pmtwp.org

Designated Person: Eric Binkowski
Address for DIXON's receipt of notices:
Dixon Engineering, Inc.
1104 Third Avenue
Lake Odessa, MI 48849
Email: eric.binkowski@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:

- A. Contract and Project Management (Basic) Services: EXHIBIT A Part 1
- B. Resident Project Representative (RPR): EXHIBIT A Part 1
- C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER'S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:

- A. Responsibilities set forth in Exhibit A, Part 1, Section C of each Phase.
- B. The Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:

- A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
- B. DIXON shall complete its obligations within a reasonable time. If a specific period for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

- A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meaning indicated in the Construction Contract Documents, EJCDC C-700 18.
- B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

- A. EXHIBITS Included:
 - 1. EXHIBIT A, DIXON's Services and Owner's Responsibilities.
 - 2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
 - 3. EXHIBIT C, Attachments C-1, and C-2.
 - 4. EXHIBIT E, Electronic Documents Protocol (EDP).
 - 5. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
 - 6. EXHIBIT IR, Insurance Requirements and Limits of Liability.
- B. EXHIBITS to be added as needed:
 - 1. EXHIBIT B, Antenna Services to be performed by DIXON or Owner.
 - 2. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
 - 3. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.
- C. EXHIBITS D, F, and H from EJCDC merged with other EXHIBITS or not used.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Miscellaneous Provisions are items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. General Provisions are those Provisions that refer mostly to services that result from this Agreement and subsequent Task Orders. (The General Provisions relate to the Work to be performed as opposed to these Miscellaneous Provisions which relate to Contract formation.)

9.01 Survival:

- A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:

- A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.03 Successors, Assigns, and Beneficiaries:

- A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be constructed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:

- A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON's Certifications:

- A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:

- A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.

DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties: DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases: Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON's Basic Services, RPR Services, and Owner's responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

- A. Basic Services:
 - 1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
 - 2. DIXON shall prepare Technical Specifications and Drawings to include:
 - a. Additions to General Conditions of Construction Contract relevant to coating projects.
 - b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
 - c. Specifications for Coating Repair or Replacement.
 - 3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
 - 4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
 - 5. After receipt, the Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
 - 6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - 7. In response to Owner's comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
 - 8. DIXON's services under the Design Phase will be considered complete on the date when DIXON has delivered to the Owner the revised Technical Specifications.
- B. Design Phase – RPR Services–None
- C. Design Phase – Owner's Responsibility:
 - 1. Provide DIXON with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints-and upon DIXON's request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
 - 2. Give instructions to DIXON regarding Owner's procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner's construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner's bidding-related documents, and Construction Contract Documents.
 - 3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

- A. Basic Services:
 - 1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.

2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
 3. Prepare and submit to Owner for compliance with local state and municipal requirements:
 - a. Section 00 00 00 Notice to Bidders.
 - b. Section 00 24 00 Project Summary.
 - c. Section 00 21 13 Instructions to Bidders.
 - d. Section 00 22 13 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
 - e. Section 00 73 00 Supplemental Conditions to include insurance requirements furnished by Owner.
 - f. Section 00 52 00 Bid/Agreement Form as modified by DIXON.
 - g. Section 00 53 00 Schedule of Values Form.
 4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. The Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
 5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
 6. Direct mail advertisements to Contractors who have been prequalified, as capable and responsive by DIXON.
 7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
 8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
 9. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
 10. Review the bids submitted to the Owner and recommend an award in writing based on lowest responsible and responsive bidder.
 11. If Owner agrees, issue Notice of Award to recommended Bidder.
 12. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to the Owner for full review by their Insurance Consultant.
 13. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
 14. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
 15. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.
- B. Bidding and Contract Document Phase-RPR Services-None.
- C. Bidding and Contract Documents Phase-Owner Responsibilities
1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON's Additions to General Conditions, unaltered unless both parties agree to alteration.
 2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.
 3. Attend and participate in the pre-bid conference if any.
Provide a place for the bid opening and open the Bids received.

4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner's insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to the Owner by DIXON.

A1.03 Construction Phase:

A. Basic Services:

1. DIXON will consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner's instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures

1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Hold Point General:
 - a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point Coating Wet Interior - Observe, Record, Report, and:
 - a. Verify test area for abrasive cleaning meets or exceeds minimum of specified standard.
 - b. Collect spent abrasive for sampling and testing.
 - c. Abrasive blast cleaning prior to application of the prime coat.
 - d. Prime coat prior to application of the next coat.
 - e. Intermediate coat prior to application of the stripe or topcoat.
 - f. Stripe coat prior to application of the topcoat.
 - g. Observe wet interior using high/low voltage holiday detection.
 - h. Topcoat for compliance with specifications.
5. Hold Point Coating Exterior - Observe, Record, Report, and:
 - a. Verify test area for high pressure water blast cleaning (HPWC) meets or exceeds minimum specified standard.
 - b. HPWC for thoroughness and compliance with specifications and verify test area meets or exceeds minimum specified standard for spot tool cleaning (SP-11) or abrasive blast cleaning.
 - c. Abrasive blast cleaning prior to primer application.
 - d. Spot power tool, feathering, and compliance with specifications.
 - e. Spot prime coat prior to application of the epoxy intermediate coat.
 - f. Epoxy intermediate coat prior to application of the urethane intermediate coat.
 - g. Urethane intermediate coat prior to application of the topcoat.
 - h. Topcoat for compliance with specifications.

- i. Check foundations coating for compliance with specifications.
- j. Application of the lettering/logo for thoroughness, dimensions (visual only) and aesthetic appearance in accordance with specification requirements, and to verify no damage occurred during lettering.
- 6. Hold Point Project Finalization:
 - a. Examine entire project for damage that occurred during construction or post construction from rigging and de-rigging or other causes.
 - b. Observe the installation of screens, light bulbs, etc.
 - c. Observe Site for restoration to pre-project conditions.
 - d. Formulate a punch list of items to complete.
 - e. Finalize the project to ensure all items in the contract specifications have been completed, and the quality of workmanship meets contract requirements.
- C. Construction Phase - Owner's Responsibilities:
 - 1. Inform DIXON in writing of any specific requirements of safety or security programs that are applicable to DIXON, as a visitor to the Site.
 - 2. Attend and participate in the Preconstruction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of DIXON in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on DIXON, then Owner shall compensate DIXON for any related increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:

- A. Basic Services:
 - 1. One Year Warranty Observation - ROV and Exterior:
 - a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify damage for repairs. All coating repairs needed are to be quantified by extrapolation of a measured area and compared with warranty requirements.
 - b. Observe the exterior coating and quantify damages.
 - c. Review all repairs completed during Construction Phase.
 - d. Review all exterior appurtenances for damage due to corrosion or construction.
 - e. Review exterior of the exposed foundations.
 - f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and other possible contamination sources.
 - g. Prepare a report documenting all items found that meet or fail to meet warranty requirements and recommendations for repair. The report will be letter format.
- B. Post Construction Phase - Owner's Responsibilities:
 - 1. Warranty Observation - ROV Observation:
 - a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).
 - b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

- A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.
 - 1. All additional requested services and associated fees shall be documented by Exhibit K, Contract Amendment signed by both parties.

BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1 BASIS OF FEES

C1.00 Owner's Responsibility:

- A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), Post Construction Observation and Additional Services as detailed below and as summarized in Attachment 1 to Exhibit C. (Exhibit C-1).

C1.01 Basis:

- A. Standard Hourly Rates - An amount equal to the cumulative hours charged to the Project by each classification of DIXON's personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
- B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services.
- C. Unit Price (UP) Method: Can be considered individual Lump Sum amounts.

C1.02 Methods of Rate Calculation and Definitions including Limitations:

- A. Standard Hourly Rate (SHR) Method:
 - 1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor and may result in unforeseen project expenses; in Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases.
 - a. Overtime rates apply to over 40 hours worked between Monday and Friday.
 - b. Overtime rates apply for all hours worked on weekends and holidays.
 - c. Weekend and Holiday hours do not count toward the accounting for 40 hours.
 - 2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
 - 3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
 - a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
 - b. The estimator then calculates Reimbursable Expenses based on the same criteria.
 - c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added. And the total estimate is included in the fee schedule shown in Attachment C-1.
- A. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitutes full and completed compensation for DIXON's services including labor costs, overhead, and profit, and reimbursable expenses.
- B. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
 - 1. DIXON may use a Lump Sum for the entire project.
- D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in the Unit Price methods.
 - 1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).

2. Exhibit J Amendment: If Amendment changes Scope of Services, then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
2. Exhibit B Antennas: LS, UP, or SHR or Combination per Exhibit K based on type of services.
3. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
4. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant's or Subcontractor's actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON's overhead and profit associated with DIXON's responsibility for the administration of such services.
- E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:

- A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.
- B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.
- C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager's time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized. Contingent services and fees may not be used in all contracts.
- D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.
- E. Antenna Services are defined in Exhibit B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:

- A. Contracted Fees are detailed in this Exhibit C Attachment 1.
- B. Contingency Allowance Fees, if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
- C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which

result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses is not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off Fees are when the Owner has incurred extra charges or engineering costs related to:
 - a. Excessive submittal review,
 - b. Excessive evaluations of proposed substitutes,
 - c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
 - d. Work is defective, requires correction or replacement including additional inspection costs.
2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:

- A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.
 1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.
 3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:

- A. Attached to this Exhibit C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule
- B. Annual Cost Adjustment – January 1 each year.
 1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable changes in the compensation payable to DIXON. Proposals sent after August 1st will have Attachment C-2 with effective rates through December 31 of the subsequent year.

2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive the right to implement rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:

- A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its standard invoicing practices and the terms of this Exhibit C and Attachments C-1 and C-2. DIXON will submit its invoices to Owner monthly. Invoices are due and payable within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or more and combined.
- B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON and then to principal.
- C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30 days after receipt of DIXON's invoice, then:
 1. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said 30th day.
- D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.
- E. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on DIXON's services or compensation, then DIXON may invoice such additional sales or use taxes for reimbursement by the Owner.

PART 3 SELECTION OF RPR SERVICES

C3.01 Hold Point Observations:

- A. The RPR travels to site to complete the observation and travels back to the Base Office. On site time at a minimum is time to complete observation and to complete report.

EXHIBIT C ATTACHMENT C-1: Agreement Between
Owner and DIXON

SUMMARY OF DIXON'S COMPENSATION FEES SCHEDULE of VALUES

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty Thousand, Five Hundred, Fifty Dollars, \$40,550** and summarized as follows:

Schedule of Values				
Description of Services	# of Units	Unit Price	Amount	Basis of Compensation
A1.01-Technical Specifications			\$7,000	Lump Sum
A1.02-Bidding and Contract Documents			\$500	Lump Sum
A1.03-Preconstruction Meeting			\$1,500	Unit Price
A1.03-Other Defined Basic Services - Project Administration			\$3,000	Lump Sum
A1.03-RPR Critical Phase Coating	18	\$1,350	\$24,300	Unit Price
A1.04-Warranty Observation			\$4,250	Lump Sum
Total			\$40,550	

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.
3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.

EXHIBIT C ATTACHMENT C-2: Agreement Between
Owner and DIXON

STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<u>Labor Class</u>	<u>Per Hour</u>	<u>Overtime Rate</u>
Principal	\$400.00	
Officer/Associate	\$200.00	
Project Manager	\$187.00	\$281.00
Engineer	\$193.00	\$229.00
CWI Welding RPR	\$187.00-\$206.00	\$281.00-\$308.00
DIXON Level 3 or NACE Certified Level 3 RPR	\$130.00-\$171.00	\$195.00-\$256.00
DIXON Level 2 or NACE Level 2 RPR	\$118.00-\$149.00	\$176.00-\$223.00
DIXON Level 1 or NACE Level 1 RPR	\$106.00-\$129.00	\$158.00-\$193.00
Contract Support Staff	\$135.00-\$165.00	\$204.00-\$248.00

<u>Expenses</u>	<u>Metropolitan</u>	<u>Out-State</u>
Mileage	\$0.80/mile + tolls	\$0.70/mile
Lodging	\$158.00 per diem	\$148.00 per diem
Meals	\$62.00 per diem	\$57.00 per diem

FEES EFFECTIVE THROUGH: December 31, 2023 (Revised: 9/8/2022)

ELECTRONIC DOCUMENTS PROTOCOL (EDP)

With so many personnel and parties involved in Construction, it is essential, especially through the Construction Phase, that all means of EDP, and communication be kept as simple and uniform as possible. The following is a consolidated Protocol prepared by EJCDC which DIXON will complete if contracted to follow. Otherwise, DIXON will open a line of communication as directed by email and when that contact has responded then by simple email, using the agreed addresses will be followed. This excludes Notice and Contract requirements of a contact Person (page One).

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

The Main Agreement is supplemented by the following consolidated Exhibit E and Exhibit E-Attachment 1: Software Requirements for Electronic Document Exchange:

E1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.
 - 1. Basic Requirements
 - a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
 - b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
 - c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and DIXON and any third party for the Project. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications.
 - e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - 2. System Infrastructure for Electronic Document Exchange
 - a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. Except for minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party

maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of the contract.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP.
 - h. If the Owner operates a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, DIXON, Contractors, during the Project for exchange and storage of Project-related communications and information, then that provision and requirements shall be identified in an Exhibit J - Amendment.
- B. Software Requirements for Electronic Document Exchange; Limitations
- 1. Each party will acquire the software necessary to create and transmit and read Electronic Documents received from the other party (and if relevant from third parties).
 - 2. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

EXHIBIT E ATTACHMENT 1: Agreement Between
Owner and DIXON

SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	EML	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/ Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and DIXON; and Owner's and DIXON's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/ Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by DIXON for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by DIXON to Owner for future word processing use and modification	Email w/ Attach or LFE	DOCX	
a.7	Spreadsheets and data to be submitted to Owner by DIXON for future data processing use and modification DIXON can PDF any Spreadsheet.	Email w/ Attach or LFE	XLSX	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EML	Standard Email formats (.eml). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, Flash Drive, File Sharing Services.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader.			
DWG	Autodesk® AutoCAD. dwg format.			
DOCX	Microsoft® Word. docx format.			
DB	Microsoft® Access .mdb DIXON does not transmit Database material If required for your future use you will have the program.			

**GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR
EXHIBITS**

GP1.00 Time for Completion:

- A. The Effective Date of the Task Order and the times for completing services will be stated in each Task Order.
- B. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON's services is impaired, if the agreed periods of time or dates are changed, if construction contract dates are extended, then the time for completion of DIXON's services, and the rates and amounts of DIXON's compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of Exhibit C-Attachment 2), is considered a Change in Scope of Services and the rates and amounts of DIXON's compensation shall be adjusted equitably in accordance with the succeeding year's Exhibit C Attachment 1 and 2.
- C. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON's services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON's services, (b) the Work, (c) the performance of any Contractor, or (d) Owner's performance of its responsibilities under this Agreement.
- D. The Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON's performance of its services.
- E. If DIXON fails, through its own fault (for reasons within their control), to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:

- A. DIXON's opinions (if any) of probable Construction Cost are to be made on the basis of DIXON's experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON in Evaluation Reports or verbally by DIXON.

GP1.02 Standards of Performance and Limitations of Authority of DIXON with Owner and Owner's Contractor:

- A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
- B. Conflict of Interest: Nothing in this Agreement will be construed to create or impose any duty on the part of DIXON that would conflict with DIXON's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing DIXON, its Subconsultants or, and all licensed professionals employed by DIXON or its Subconsultants. If during the term of this Agreement a potential or actual conflict of interest arises or is identified.
 - 1. DIXON and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided DIXON under this Agreement.
- C. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON's services. If deficiencies are discovered by DIXON/Owner/or Bidder; DIXON shall correct deficiencies in technical accuracy without additional compensation unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- D. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON, and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and their publishers, or technical standards.
- E. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- F. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall DIXON have authority over or be responsible:
1. for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or
 2. the safety precautions and programs incident thereto,
 3. or security or safety at the Project site, nor
 4. for any failure of a Constructor's furnishing and performing of its work.
 5. DIXON shall not be responsible for the acts or omissions of any Constructor or
 6. for Constructor's compliance with Laws and Regulations.
- G. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services, nor assumes responsibilities for Contractor's failure to furnish material and provide the Work in accordance with Owner/Contractor Agreement.
- H. DIXON shall not be responsible for any decisions made regarding the construction Agreement requirements, or any application, interpretation, clarification, or modification of the construction Agreement documents other than those made by DIXON or its consultants.
- I. DIXON's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.
- J. DIXON shall not be required to sign any document, no matter by whom requested, that would result in DIXON having to certify, guarantee, or warrant conditions whose existence DIXON cannot ascertain within the authorized scope of DIXON's services. The Owner agrees not to make resolution of any dispute with DIXON or payment of any amount due to DIXON in any way contingent upon DIXON signing any such document.
- K. DIXON will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit DIXON's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

GP1.03 Use of Documents:

- A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid Documents.
1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project.
 2. DIXON grants Owner a limited license to use the Documents on the Specific Project.
 3. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. If Owner reuses or modifies documents without authorization, Owner shall indemnify and defend DIXON from any liabilities that result from the reuse.
 4. The limited license to the Owner shall not create any rights in third parties.

GP1.04 Records Retention:

- A. DIXON shall maintain on file in digital format, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to DIXON's services or pertinent to DIXON's performance under the Task Order. Upon Owner's request, DIXON shall provide a copy of any such item to Owner at cost.

GP1.05 Suspension and Termination:

- A. Suspension:
1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
 2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.
 3. If persistent circumstances beyond the control of DIXON have prevented it from performing its obligations under the Task Order.
 4. A suspension under a specific Task Order, whether by Owner or DIXON, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.
- B. Termination for Cause – Main Agreement: The obligation to provide further services under this Agreement may be terminated.
1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 2. By DIXON:
 - a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
 - b. DIXON shall have no liability to the Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
 3. For convenience, by Owner effective upon DIXON's receipt of notice from Owner.
- C. Termination for Cause – Task Order:
1. Either party may terminate a Task Order for cause upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph GP1.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such

notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph GP1.05. B.1, DIXON may terminate a Task Order for cause upon 7 days' written notice:
 - a. If Owner demands that DIXON furnish or perform services contrary to DIXON's responsibilities as a licensed professional.
 - b. If DIXON's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond DIXON's control: or
 - c. As the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern.
 3. DIXON will have no liability to the Owner on account of any termination by DIXON for cause.
- D. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. DIXON shall be entitled to compensation for such tasks.
- E. Payments Upon Termination:
1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.
 2. The scheduled time between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a "suspension."

GP1.06 Controlling Law and Compliance with Laws and Regulations:

- A. DIXON shall comply with all instructions of Owner, and all requirements of Contractor's or Owner's safety program that are applicable to DIXON's performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02. A above, and to the extent compliance is not inconsistent with professional practice requirements.
- B. The following may be the basis for modifications to Owner's responsibilities or to DIXON's scope of services, times of performance, or compensation:
 1. Changes after the Effective Date to Laws and Regulations.
 2. The receipt by DIXON; of changes after the Effective Date, of Owner-provided written policies and procedures.
- C. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700 "Standard General Conditions of the Construction Contract" prepared by the Engineer's Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner's.

GP1.07 Dispute Resolution:

- A. The Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.

- B. If negotiations fail then Owner and DIXON shall proceed to nonbinding mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party has any financial or relational control over any panel member. DIXON will select, based on expertise in dispute. (DIXON pays fees for their panel member, Owner pays fees of their member, and third member's fees are to be paid as directed by the panel, even though the panel's final dispute resolution is not accepted).
- C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.08 Environmental Condition of Site:

- A. Owner represents to DIXON that as of the Effective Date to the best of Owner's knowledge, there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern. For purposes of this Paragraph GP1.08 the presence at or adjacent to the Site of Constituents of Concern that was not disclosed to DIXON pursuant to Paragraph GP1.08. A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if DIXON has been informed of the general scope of such contract.
 - 4. Constituents of Concern in the Coating Industry – DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings, C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Disclosed C of C.
- C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.
- D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON's activities under this Agreement.

INSURANCE REQUIREMENTS AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

IR1.00 Insurance:

- A. The limits of liability for the insurance required on this project are as follows:
- B. By DIXON:
 - 1. Workers' Compensation: Statutory
 - 2. Employer's Liability:
 - 1) Bodily injury, each accident \$1,000,000
 - 2) Bodily injury by disease, each employee \$1,000,000
 - 3) Bodily injury/disease, aggregate \$1,000,000
 - 3. General Liability:
 - 1) Each Occurrence (Bodily Injury and Property Damage) \$1,000,000
 - 2) General Aggregate \$2,000,000
 - 4. Excess or Umbrella Liability:
 - 1) Per Occurrence \$5,000,000
 - 2) General Aggregate \$5,000,000
 - 5. Automobile Liability:
 - 1) Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - 6. Professional Liability:
 - 1) Each Claim Made \$2,000,000
 - 2) Annual Aggregate \$2,000,000
- C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
- F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights, and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. The Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
- G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit IR. If so, requested by Owner, and if commercially available, DIXON

shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit IR will be supplemented to incorporate this requirement.

I. Definitions:

1. Owner and Party 1 is Owner and Owner's officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON's officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

IR1.01 Limitation of Liability:

- A. DIXON's Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in Exhibit IR to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of DIXON's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement

IR1.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:

- A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

IR1.03 Percentage Share of Negligence:

- A. To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, DIXON, and all other negligent entities and individuals.



PERE MARQUETTE

CHARTER TOWNSHIP

Memo

To: Township Board

From: Gerald A. Bleau, Supervisor

cc:

Date: 6-7-2023

Re: Board of Review Appointment

Board Members

It would be an honor to nominate Terri Langerak for the vacant alternate position of the Pere Marquette Charter Township Board of Review. Terri would serve the remainder of the current term ending January 1, 2025.

Thank you for your consideration

Gerald A. Bleau, Supervisor

PROPOSED BUDGET AMENDMENTS

General Fund

	Current Budget	Increase / (Decrease)	Amended Budget
Revenues:			
3) Disposition/sale of asset	0	49,000	49,000
Expenditures:			
1) Township Board - Legal	35,000	20,000	55,000
1) Township Supervisor - Salary/Wage Deputy	0	8,300	8,300
1) Township Supervisor - HSA Contributions	14,100	9,400	23,500
1) Fire Department - Transportation	1,000	1,000	2,000
1) Planning Commission - Printing & Publishing	1,000	500	1,500
1) Zoning Board of Appeals - Printing & Publishing	600	400	1,000
1) Department of Public Works - Communications	500	1,000	1,500
1) Department of Public Works - Utilities	7,000	3,000	10,000
1) Parks & Recreation - Gasoline	2,500	3,500	6,000
1) Parks & Recreation - Bank Service Charges	8,500	2,500	11,000
1) Parks & Recreation - Communications	1,500	2,500	4,000
2) Contingency	30,511	(3,100)	27,411
Sub-total		0	
NET CHANGE IN GENERAL FUND		0	

Sewer Fund

	Current Budget	Increase / (Decrease)	Amended Budget
Expenditures:			
1) Administrative Expense	0	15,120	15,120
Sub-total		15,120	
NET CHANGE IN SEWER FUND		15,120	

Water Fund

	Current Budget	Increase / (Decrease)	Amended Budget
Expenditures:			
1) Administrative Expense	0	22,678	22,678
1) Contractual Services	35,000	5,000	40,000
Sub-total		27,678	
NET CHANGE IN WATER FUND		27,678	

- 1) Increase - align with actual expenses
- 2) Reduce contingency to balance amendments in the General Fund
- 3) Increase to align with revenue and to balance amendments in the General Fund



PERE MARQUETTE

CHARTER TOWNSHIP

Memo

To: Township Board

From: **Rachelle Enbody, Clerk**

Date: June 9, 2023

Re: Budget Amendments

General Fund Budget Amendments:

Revenues:

Disposition/sale of Asset

Budgeted amount \$ 0.00

May YTD Revenue \$49,218.40

Recommend to increase budget from \$0 to \$49,000 due to sale of a lot in the 1st St. Business Park

Expenditures:

Township Board – Legal

Budgeted amount \$35,000.00

May YTD expenses \$29,220.24

Recommend to increase budget from \$35,000 to \$55,000

Township Supervisor – Salary /Wage Deputy

Budgeted amount \$ 0.00

May YTD expenses \$2,710.00

Recommend to increase budget from \$0 to \$8,300 (40 hrs/wk @ \$4.00/hr x 52 weeks = \$8,320.00) due to the new position of Deputy Supervisor added in 2023.

Township Supervisor – HSA Contributions

Budgeted amount \$14,100.00

May YTD expenses \$14,100.00

Recommend to increase budget from \$14,100.00 to \$23,500.00 due to additional HSA expenses for two new administrative assistants. Previous administrative assistants received HSA distribution in January for 2023. Those assistants resigned and the new administrative assistants are entitled to HSA distribution for 2023.

Fire Department – Transportation

Budgeted amount \$1,000.00

May YTD expenses \$1,859.38

Recommend to increase budget from \$1,000 to \$2000 due to additional expenses for meals, hotel, and mileage associated with conference attendance.

Planning Commission – Printing and Publishing

Budgeted amount \$1,000.00

May YTD expenses \$ 801.60

Recommend to increase budget from \$1,000 to \$1,500 due to additional expenses for publication(s) for required public hearing(s).

Page 2
Budget Amendments

Zoning Board of Appeals – Printing and Publishing

Budgeted amount \$ 600.00

May YTD expenses \$1,000.00

Recommend to increase budget from \$600 to \$1,000 due to additional expenses for publication(s) for required public hearing(s).

Department of Public Works – Communications

Budgeted amount \$500.00

May YTD expenses \$667.05

Recommend to increase budget from \$500 to \$1,500 due to actual monthly expenses of \$125/month.

Department of Public Works – Public Utilities

Budgeted amount \$7,000.00

May YTD expenses \$6,385.11

Recommend to increase budget from \$7,000 to \$10,000 due to higher than average first quarter water/sewer charges.

Parks and Recreation – Gasoline

Budgeted amount \$2,500.00

May YTD expenses \$1,922.26 (only includes invoices through April 2023)

Recommend to increase budget from \$2,500 to \$6,000 due to increase in gasoline usage.

Parks and Recreation – Bank Service Charges

Budgeted amount \$8,500.00

May YTD expenses \$7,438.94 (only includes invoices through April 2023)

Recommend to increase budget from \$8,500 to \$11,000. 2022 expenses were \$10,230.76.

Parks and Recreation – Communications

Budgeted amount \$1,500.00

May YTD expenses \$1,261.44

Recommend to increase budget from \$1,500 to \$4,000 with the addition of internet service in 2023 of \$140/month at Memorial Tree Park for a security camera system.
2022 expenses were \$2,253.75.

Sewer & Water Fund Budget Amendments:

Sewer Fund – Administrative Expense

Budgeted amount \$ 0.00

May YTD expenses \$7,559.60

Recommend to increase budget from \$0 to \$15,120 due to the expense not being budgeted.

Water Fund – Administrative Expense

Budgeted amount \$ 0.00

May YTD expenses \$11,339.20

Recommend to increase budget from \$0 to \$22,678 due to the expense not being budgeted.

Water Fund – Contractual Services

Budgeted amount \$35,000.00

May YTD expenses \$25,311.06

Recommend to increase budget from \$35,000 to \$40,000 due to F&V Operations assistance.



PERE MARQUETTE

CHARTER TOWNSHIP

Memo

To: Township Board

From: Rachelle Enbody, Clerk

Date: June 9, 2023

Re: Capital Improvement Plan 2023-2028

The township board annually adopts a Capital Improvement Plan. This annual adoption process was missed last year (2022) for the 2023-2028 Plan.

Attached is the proposed 2023-2028 Capital Improvement Plan. The changes from the previous plan include:

14-10	Bathroom Remodel	Township Hall	Moved from 2022 to 2025 Increased from \$30,000 to \$100,000
17-4	Boat Launch	Parks	Additional expense of \$500,000 in 2023
16-2	Boiler	Township Hall	Moved from 2025 to 2023 Increased from \$12,500 to \$120,000
22-5	Generator	Fire Dept	Increased from \$30,000 to \$50,000
21-1	Commercial Sidewalks		Moved from 2022 to 2026 Increased from \$264,000 to \$300,000

NEW:

21-5	Beach Barriers	Parks	\$ 36,000 in 2027
21-6	Truck	Parks	\$ 48,000 in 2027
21-7	Truck	DPW	\$ 48,000 in 2026

REMOVED:

17-5	Storage Garage	DPW	\$200,000 in 2023
14-8	Water Main	Water	\$300,000 in 2023 (moved to Water Fund)
16-1	MTP Improvements	Parks	\$ 80,000 in 2023 (completed in 2022)
17-3	Cabins for Conservation Park	Parks	\$ 80,000 in 2023 (replaced with Picnic Shelter EZ Dock for 2026)
20-3	Vactor	DPW/Wa/Sw	\$125,000 in 2026

2022 Purchases that were expensed from Capital Improvement but NOT in Capital Improvement Plan:

Consulting		\$ 35,337.79
Engineering		\$104,078.47
MTP Playground & Misc Exp		\$ 51,656.06
Battice Property		\$ 74,159.07
Outcalt Property		\$132,954.58
Skid Steer & Attachments		\$101,200.00
TOTAL 2022 C.I. EXPENSES		\$499,361.97

Pere Marquette Charter Township
Overview

Preliminary Capital Improvement Worksheet

Project Item		Category	Department	2022	2023	2024	2025	2026	2027	2028	Total
#											
14-10	Bathroom Remodel TH*	Buildings	TH	\$ 30,000.00	→	→	\$ 100,000.00	Increased from 30,000 to 100,000			\$ 100,000.00
17-5	Storage Garage	Buildings	DPW		\$ 200,000.00	removed					\$ -
17-4	Boat Launch for PM Conserv Park **	Land Improv	Parks	\$ 200,000.00	\$ 500,000.00						\$ 500,000.00
16-2	Boiler TH**	Buildings	TH		\$ 120,000.00	←	\$ 12,500.00				\$ 120,000.00
14-8	Water Main S Jebavy to PM Hwy	Utility	Water		\$ 300,000.00	moved expenditure to Water Fund					\$ -
16-1	MTP Improvements***	Land Improv	Parks		\$ 80,000.00	completed 2022					\$ -
17-3	Cabins for PM Conservation Park	Buildings	Parks		\$ 80,000.00	replaced cabin project with picnic shelters & EZ Dock					\$ -
22-1	Picnic Shelters & EZ Dock	Buildings	Parks			\$ 50,000.00		\$ 125,000.00			\$ 125,000.00
18-1	Truck Replacement	Equipment	Wa/Sw/DPW			\$ 80,000.00					\$ 50,000.00
18-3	Storage Garage	Buildings	Parks			\$ 200,000.00					\$ 80,000.00
18-4	Lift Station Repairs	Utility	Sewer								\$ 200,000.00
19-1	Generator	Equipment	Fire Dept				\$ 50,000.00	Increased from 30,000 to 50,000			\$ 50,000.00
20-2	PMFD Training Structure	Buildings	Fire Dept					\$ 10,000.00			\$ 10,000.00
20-3	Vactor	Equipment	Wa/Sw/DPW				\$ 200,000.00	removed			\$ -
21-1	Commercial Sidewalks**	Land Improv	TH	\$ 264,000.00	→	→	→	\$ 300,000.00	Increased to 300,000		\$ 300,000.00
21-2	Route to School Sidewalks	Land Improv	TH				\$ 100,000.00				\$ 100,000.00
21-3	Brush Truck replacement	Equipment	Wa/Sw/DPW						\$ 187,500.00		\$ 187,500.00
21-4	Lift Station Generators	Equipment	Sewer	\$ 70,000.00	moved expenditure to Sewer Fund						\$ -
21-5	Beach barriers	Land Improv	Parks						\$ 36,000.00		\$ 36,000.00
21-6	Truck - Additional	Equipment	Parks						\$ 48,000.00		\$ 48,000.00
21-7	Truck - Replacement	Equipment	Wa/Sw/DPW					\$ 48,000.00			\$ 48,000.00
22-2	Outcalt Property (ADDED 2022)	Land	TH		\$ 46,600.00						\$ 46,600.00
22-3	Entrance to PMIP** (ADDED 2022)	Land Improv	Parks		\$ 150,000.00						\$ 150,000.00
22-4	Pickleball courts @ MTP (ADDED 2022)	Land Improv	Parks							\$ 125,000.00	\$ 125,000.00
22-5	Generator @ TH (ADDED 2022)	Equipment	TH				\$ 50,000.00				\$ 50,000.00
Total Purchases				\$ 564,000.00	\$ 816,600.00	\$ 330,000.00	\$ 300,000.00	\$ 483,000.00	\$ 271,500.00	\$ 125,000.00	\$ 2,326,100.00

This worksheet documents the amendments made by the Finance Committee from the prior Capital Improvement allocations to the recommended current Capital Improvement Plan

Pere Marquette Charter Township
Overview

Capital Improvement Plan Worksheet

Project		Category	Department	2023	2024	2025	2026	2027	2028	Total
#	Item									
14-10	Bathroom Remodel TH*	Buildings	TH			\$ 100,000.00				\$ 100,000.00
17-4	Boat Launch for PM Consv Park **	Land Improv	Parks	\$ 500,000.00						\$ 500,000.00
16-2	Boiler TH***	Buildings	TH	\$ 120,000.00						\$ 120,000.00
22-1	Picnic Shelters & EZ Dock	Buildings	Parks				\$ 125,000.00			\$ 125,000.00
18-1	Truck Replacement	Equipment	Wa/Sw/DPW		\$ 50,000.00					\$ 50,000.00
18-3	Storage Garage	Buildings	Parks		\$ 80,000.00					\$ 80,000.00
18-4	Lift Station Repairs	Utility	Sewer		\$ 200,000.00					\$ 200,000.00
19-1	Generator	Equipment	Fire Dept			\$ 50,000.00				\$ 50,000.00
20-2	PMFD Training Structure	Buildings	Fire Dept				\$ 10,000.00			\$ 10,000.00
21-1	Commercial Sidewalks**	Land Improv	TH				\$ 300,000.00			\$ 300,000.00
21-2	Route to School Sidewalks	Land Improv	TH			\$ 100,000.00				\$ 100,000.00
21-3	Brush Truck replacement	Equipment	Wa/Sw/DPW					\$ 187,500.00		\$ 187,500.00
21-5	Beach barriers	Land Improv	Parks					\$ 36,000.00		\$ 36,000.00
21-6	Truck - Additional	Equipment	Parks					\$ 48,000.00		\$ 48,000.00
21-7	Truck - Replacement	Equipment	Wa/Sw/DPW				\$ 48,000.00			\$ 48,000.00
22-2	Outcalt Property (ADDED 2022)	Land	TH	\$ 46,600.00						\$ 46,600.00
22-3	Entrance to PMIP** (ADDED 2022)	Land Improv	Parks	\$ 150,000.00						\$ 150,000.00
22-4	Pickleball courts @ MTP (ADDED 2022)	Land Improv	Parks						\$ 125,000.00	\$ 125,000.00
22-5	Generator @ TH (ADDED 2022)	Equipment	TH			\$ 50,000.00				\$ 50,000.00
Total Purchases				\$ 816,600.00	\$ 330,000.00	\$ 300,000.00	\$ 483,000.00	\$ 271,500.00	\$ 125,000.00	\$ 2,326,100.00

AGREEMENT FOR COLLECTION OF SUMMER PROPERTY TAXES

Agreement made this 7th day of June, 2023, by and between **WEST SHORE EDUCATIONAL SERVICE DISTRICT**, (hereinafter call the "School District") with offices located at 2130 W. US 10, Ludington, Michigan 49431; and **PERE MARQUETTE CHARTER TOWNSHIP** (hereinafter called the "Township") with offices located at 1699 S. Pere Marquette Highway, Ludington, Michigan 49431, pursuant to 1976 P.A. 451, as amended, for the purpose of providing for the collection by Township of the summer levy of School District property taxes for the year 2023.

The parties agree as follows:

1. The Township agrees to collect School District operating taxes as certified by the taxing units electing to collect summer taxes on property located within the Township.
2. No later than June 1, 2023, the School District shall certify to the Township Supervisor the millage to be levied on property for summer tax collection in 2023.
3. The Township may keep all interest monies earned on taxes collected provided the Township Treasurer accounts for and delivers summer school property tax monies to the School District within 10 business days of the first (1st) and fifteenth (15th) of each month per Section 43 of General Property Tax Act, MCL 211.43.

FOR WEST SHORE EDUCATIONAL
SERVICE DISTRICT:

Keri Harrie
Assistant
Superintendent of Business Svcs.

FOR PERE MARQUETTE TOWNSHIP:

Gerald Bleau, Supervisor

Rachelle Enbody, Clerk

Deputy Clerk Monthly Report

May 2023 – June 2023

Deputy Clerk

- Daily processing of mail
- Reading numerous emails (MTA, BOE, MAMC) throughout each day
- Daily input of invoices/reimbursements for payment – includes getting approval for expenditure from department head
- Prepared Invoice Approval Report for board packet
- Organize bills for clerk review prior to payment
- Journalize & post Invoices for payment
- Printed checks for payment of bills from board meeting
- Proof minutes from board meetings
- Weekly upkeep of registered voter records (Master Card file and mailing of ID Cards)
- End of Month Bills
- Monthly addition to Fuel Comparison spreadsheet
- Spoke, chatted or emailed several vendors
- Proof reading of various documents
- Maintained QVF for the month
- Reconciled investment statements to General Ledger
- Attended BS&A reconciliation webinar
- Attended MSU Internal Controls Webinar
- Attended MSU Budgeting Webinar
- Attended Mason County Clerks meeting
- Created spreadsheet to track Grant funding for Conservation Park

Benefits Plan Administrator

- Coordinated benefits for new full-time employee
- Processed benefit cancellation for terminated employee

Payroll Administrator

- Processed two payroll cycles – including associated remittances (benefits)
- Tracking of trustee and committee meeting attendance
- Prepare trustee time sheets
- Bureau of Labor Statistics Reporting
- State of Michigan – New Hire Reporting
- Leave Schedule updated each payroll cycle – verify with payroll software
- Entered employee requests for withholding/deposit into payroll software
- Applied forfeited MERS funds to bill per MERS statement
- Created 4 employee packets for new hires
- Entered in 4 employees into Payroll software
- Updated employee information in Payroll software from seasonal parks to full time water/sewer/DPS/parks employee
- Updated Leave bank schedule spreadsheet for leaving employees/new employee

Miscellaneous

- Assisted with walk-in residents

**PERE MARQUETTE CHARTER TOWNSHIP
TREASURER'S REPORT**

BANK BALANCES
FROM: 5/1/2023 TO: 5/31/2023

Type	Description	Beginning Balance 5/1/2023	Total Debits	Total Credits	Ending Balance 5/31/2023
Investment	Cetera Investments	\$194,765.94	\$0.00	\$0.00	\$194,765.94 **
Money Market	Comerica Savings/MM	\$501,770.04	\$0.00	\$102,311.66	\$604,081.70
Investment	Comerica Securities	\$99,946.00	\$99,946.00	\$0.00	\$0.00
Money Market	Huntington Bank /MM	\$131,110.70		\$33.40	\$131,144.10
Investment	MBIA Michigan Class	\$1,798,375.84	\$0.00	\$529,944.28	\$2,328,320.12
Investment	Multi-Bank Securities, Inc.	\$1,078,413.51	\$10,353.18	\$3,079.62	\$1,071,139.95
Investment	Preferred Credit Union CD's	\$270,359.38	\$0.00	\$0.00	\$270,359.38 **
Cash	Preferred Credit Union Savings	\$5.68	\$0.00	\$0.00	\$5.68 **
Investment	Safe Harbor CD's	\$590,814.12	\$0.00	\$0.00	\$590,814.12 **
Cash	Safe Harbor Savings/MM	\$60,676.25	\$0.00	\$0.00	\$60,676.25 **
Investment	West Shore Bank CD's	\$450,000.00	\$73.97	\$500,073.97	\$950,000.00
Cash	West Shore Current Tax	\$350.48	\$0.00	\$35.58	\$386.06
Cash	West Shore General Checking	\$3,099,201.00	\$2,020,440.71	\$860,142.69	\$1,938,902.98
Cash	West Shore Payroll Account	\$4,292.27	\$89,748.42	\$88,541.51	\$3,085.36
Money Market	West Shore Savings/MM	\$1,807,437.18	\$0.00	\$207,697.00	\$2,015,134.18
Cash	West Shore Trust Account	\$4,207.00	\$2,897.00	\$1,928.00	\$3,238.00
TOTALS		\$10,091,725.39	\$2,223,459.28	\$2,293,787.71	\$10,162,053.82

** = Quarterly statements

YEAR-TO-DATE TOTAL BANK BALANCES

Month:	Year:	Ending Balance:
December	2022	\$8,791,320.94
January	2023	\$11,141,812.41
February	2023	\$10,155,931.16
March	2023	\$10,156,547.91
April	2023	\$10,091,855.41
May	2023	\$10,162,053.82
June	2023	

* Highlights
 5/2/2023 \$250,000 CD purchased for 18 month term/4.50% rate with West Shore Bank
 5/2/2023 \$250,000 CD purchased for 24 month term/4.70% rate with West Shore Bank
 5/2/2023 Transferred \$200,000 to Municipal Savings from General Checking at WSB with a 4.50 % rate for 6 months
 05/09/2023 Comerica Security redeemed, original investment & gain/interest transferred to Comerica Money Market
 5/24/2023 Transferred \$500,000 to Michigan Class from General Checking at WSB - 5.12% interest rate

PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

June 3, 2023

Pere Marquette Charter Township Board

During the month of May 2023, the Fire Department responded to the following:

Medical	29
Fire	7
PI/PDA	12
Alarms Fire/CO/odor	4
Wires	2
Gas leak	1
Water Emergency	0
Total Responses	55
Year to Date 2023	169
Year to Date 2022	152

Respectfully Submitted

A handwritten signature in cursive script, appearing to read "Lawrence Gaylord".

Lawrence Gaylord, Chief

PERE MARQUETTE CHARTER TOWNSHIP FIRE DEPARTMENT



1040 SOUTH PERE MARQUETTE HWY. • LUDINGTON, MICHIGAN 49431

JUNE 2023 FIRE DEPARTMENT REPORT TO PM TOWNSHIP BOARD

June 7, 2023

Responded to 56 calls in May. YTD 2023=169. YTD 2022=152.

MAJOR CALLS:

5/2/2023 Assist to Hamlin Fire. Structure fire N. Lakeshore Dr. 6 hours

5/16/2023 Assist to Riverton Fire. Structure fire S. PM Hwy. 7 hours

5/21/2023 Med call/ CPR. W. First St. 1 hour

5/29/2023 Assist to Scottville Fire. Structure fire S. Gordon Rd. 4 hours

DEPARTMENT TRAINING:

Working with replacement pumper for 29-11.

INSPECTIONS:

MISC.

New first line pumper (29-11) ordered from Spencer Custom Fire Apparatus by WMCFDA. Delivery within 595 days. Cost \$770,431.00

TRAINING:

Tyler Hillier completed "Fully Involved Leadership Summit" training.

UPCOMING:

Lakestride aid station

STATE OF MICHIGAN



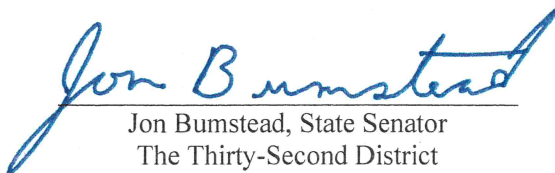
SPECIAL TRIBUTE

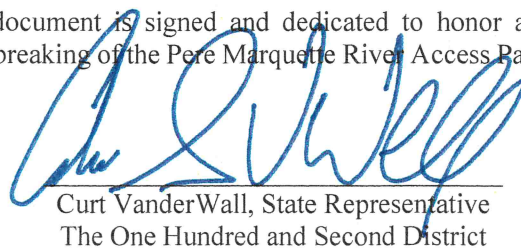
PERE MARQUETTE RIVER ACCESS PARK

LET IT BE KNOWN, That it is with great appreciation and excitement that we are gathered here with friends and residents of Pere Marquette Township to celebrate the groundbreaking of the Pere Marquette River Access Park.

The groundbreaking of the Pere Marquette River Community Access Park signifies a new future for the township of Pere Marquette and for the residents and visitors. After years of extensive planning, contributions, and funding the Pere Marquette River Access Park will start to be transformed into a site where residents and visitors can enjoy our natural resources as well as a multitude of amenities that will make the Pere Marquette Township a place known for access to the river.

IN SPECIAL TRIBUTE, Therefore, this document is signed and dedicated to honor and celebrate Pere Marquette Township upon the groundbreaking of the Pere Marquette River Access Park.


Jon Bumstead, State Senator
The Thirty-Second District


Curt VanderWall, State Representative
The One Hundred and Second District

The One Hundred and Second Legislature
At Lansing
June 9, 2023



Dear Valued Client,

Spectrum Enterprise and Spectrum Business have each updated their respective Internet Acceptable Use Policies ("AUPs").

The updated AUPs will be effective on **April 1, 2023**.

To review the updated Spectrum Enterprise AUP, please navigate in your web browser to this URL:
<https://enterprise.spectrum.com/legal/acceptable-use-policy.html>.

To review the updated Spectrum Business AUP, please navigate in your web browser to this URL:
<https://www.spectrum.com/policies/spectrum-business-internet-acceptable-use-policy>.

Thank you for being a valued client.

Sincerely,

Spectrum Enterprise

Spectrum Business

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Dear Valued Client,

Spectrum Enterprise and Spectrum Business have each updated their respective Internet Acceptable Use Policies ("AUPs").

The updated AUPs will be effective on **April 1, 2023**.

To review the updated Spectrum Enterprise AUP, please navigate in your web browser to this URL:
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<https://www.spectrum.com/policies/spectrum-business-internet-acceptable-use-policy>.

Thank you for being a valued client.

Sincerely,

Spectrum Enterprise

Spectrum Business