

PERE MARQUETTE CHARTER TOWNSHIP BOARD
REGULAR/COMMITTEE OF THE WHOLE MEETING AGENDA
September 26, 2023 – 6:00 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. BRIEF PUBLIC COMMENTS (TWO MINUTES)
7. APPROVAL OF AGENDA
8. PUBLIC HEARINGS
9. UNFINISHED BUSINESS
 - A. **Consider Interlocal Agreement for Recreation Programs & Services**
10. NEW BUSINESS
 - A. **Consider Notice of Retirement – Township Supervisor**
 - B. **Consider Change Order C – Pere Marquette River Community Access Project**
 - C. **Consider Notification of Termination of Agreement – JMB Associates, LLC**
11. COMMITTEE OF THE WHOLE
12. ANNOUNCEMENTS
13. EXTENDED PUBLIC COMMENTS (TEN MINUTES)
14. ADJOURNMENT

REGULAR MEETING
September 12, 2023

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

Board members present: Clerk Rachelle Enbody; Treasurer Karie Bleau; Trustees: Andrew Kmetz, James Nordlund Sr., Henry Rasmussen, and Ronald Soberalski.
Board member(s) absent: Supervisor Gerald Bleau.
Also present: Mason County Commissioner Lewis Squires, Dan Healy, Derek Eaton, Russell Fulker, Dave Bossick (Ludington Daily News) and numerous guests.

The meeting was called to order at 4:00 p.m. by the Clerk. Invocation was given by Nordlund; Pledge of Allegiance was recited by all.

Moved by Enbody, seconded by Nordlund to appoint Kmetz as President Pro Tem for this meeting. Motion carried. Kmetz assumed chairmanship of the meeting.

APPROVAL OF MINUTES: **Moved** by Rasmussen, seconded by Nordlund to approve the minutes from the meeting on August 22, 2023 as presented.

Motion carried.

SHERIFF / COUNTY COMMISSIONER REPORT(S): Sheriff Cole reported on ninety-four calls for service in August.

Commissioner Squires reported on the most recent meeting of the Mason County Board of Commissioners.

DEPARTMENT REPORTS: Department reports from the Fire Department and the Zoning and Code Enforcement Department were received. Assessor Derek Eaton, Department of Public Works, Water and Sewer Assistant Superintendent Dan Healy, and Parks Superintendent Russel Fulker gave verbal reports of department activity.

PUBLIC COMMENT: Public comment was held.

APPROVAL OF AGENDA: **Moved** by Soberalski, seconded by Nordlund to postpone Unfinished Business Item A. Consider Interlocal Agreement for Recreation Programs & Services and to approve the agenda as amended.

Motion carried.

COMMUNICATIONS: Enbody reported receiving the following communications:
Charter Communications – Two communications, each indicating a channel line-up change and one communication notifying the Township of the decision by the Walt Disney Company to remove its programming.
Mason County Road Commission – Notification of Road Project on S. Lakeshore Drive.
Michigan Department of Transportation – Notification of Road Project on US-10.
Community Foundation – Notification of a donation from DOW for the Conservation Park Fund.

COMMITTEE REPORTS: Economic Development / Parks & Recreation Committee (Soberalski) – Reported attending the bi-monthly construction meetings of the River Access project noting the construction is going along very well.

Election Commission (Enbody) – Reported the Election Commission will meet in October to appoint inspectors for the November election. The public accuracy test is scheduled for October 25, 2023 at 9:00 a.m.

Planning Commission (K. Bleau) – Reported discussion and review of a previously approved site plan for 280 S. Pere Marquette Hwy. An amended site plan was submitted, reviewed, and approved.

Zoning Board of Appeals (Rasmussen) – Reported on the most recent meeting of the Zoning Board of Appeals.

Fire Department Liaison (Kmetz) – Reported meeting with members regarding the Conflict-of-Interest document. G. Bleau requested that the members submit an amendment specific to firefighters.

LMTA Representative (Enbody) – Reported that the August LMTA meeting was cancelled but that the Director had provided the 2023-2024 LMTA operating budget figures to the Township.

Western Mason County Fire District Authority (Kmetz) – Reported approval of a change order for a new fire vehicle, reviewed a bid received for a fire vehicle, and discussed an invoice for a jaws of life tool with the City of Ludington.

UNFINISHED BUSINESS: A. **Consider Interlocal Agreement for Recreation Programs & Services** – Postponed.

B. **Consider Response from Mason County Road Commission** – Moved by Soberalski, seconded by Rasmussen to refer the response and the issue of improvements on Orchard Ave. and Terri Court to the Roads Committee.

Motion carried.

NEW BUSINESS: A. **Consider Request from Peninsula Cove** – Board members reviewed a letter received from the Peninsula Cove Principal and Developer requesting a 12-month extension of the construction start date.

The Pere Marquette Charter Township Code of Ordinances, Article 21, Planned Unit Development District, states:

109-21.11 - TIME LIMIT FOR AN APPROVED PUD DISTRICT.

(a) Each development shall be under construction within 12 months after the date of approval of the PUD final development plan, except as noted in this section.

(b) The Township Board may grant one extension of up to an additional 12-month period if the applicant applies for such extension prior to the date of the expiration of the PUD or PUD phase and provided that:

- (1) The applicant presents reasonable evidence that said development has encountered unforeseen difficulties beyond the control of the applicant; and
- (2) The PUD requirements and standards, including those of the zoning ordinance and master plan that are reasonably related to said development, have not changed.

Moved by Nordlund, seconded by Rasmussen to grant the request for an extension of the Planned Unit Development for Peninsula Cove, LLC for parcel ID 53-010-720-000-002-00, at 846 S. Lakeshore Drive which was originally granted December 13, 2022 to be extended to December 2024.

Motion carried.

B. **Consider Waiver of Probationary Period for Firefighter** – The Rules and Regulations of the Pere Marquette Charter Township Board for the Pere Marquette Charter Township Volunteer Fire Department, Article III states:

Section 3.7: Probationary Period: Every person hired as a Pere Marquette Charter Township Firefighter shall be considered a Probationary Firefighter for the first two (2) years from date of hire. All Probationary Firefighters must satisfactorily complete the state required training within the first two (2) years to become a full member of the department. The Pere Marquette Charter Township Board of Trustees may reduce or waive the probationary period based upon the qualifications of the applicant.

Moved by Rasmussen, seconded by Soberalski to approve the request from Chief Gaylord to advance firefighter Rebecca Cain from Probationary to Senior Firefighter, effective October 1, 2023.

Motion carried.

OFFICERS REPORTS: Clerk (Enbody) – Reported that she and the deputy clerk attended a Michigan Association of Municipal Clerks (MAMC) Education Day in August and heard presentations from the FBI and the Michigan Bureau of Elections along with legislative updates on pending legislation. Reported she will be attending a strategic planning session for the Michigan Association of Municipal Clerks and will be teaching an education session on Election Best Practices in the Upper Peninsula. Enbody has attended several meetings with the City of Ludington and County Clerk regarding early voting and will be meeting with the Mason County Clerks Association to present and consider a county-wide agreement for the implementation of early voting. Reported that employee informational meetings will be held next month with AFLAC (supplemental insurance) and Burnham and Flower (health insurance and deferred compensation plans) and that employees met with a representative from MERS last month to review their defined contribution plan(s). Applications for absent voter ballots were mailed to voters for the November election and the absent voter drop box is available to receive applications and ballots. Enbody provided a list of current invoices for approval.

PAYMENT OF INVOICES: **Moved** by Enbody, seconded by Soberalski to approve payment of invoices in the amount of \$585,666.61.

Motion carried.

Treasurer (K. Bleau) – Provided a report with bank balances for August 2023. Reported that the bank balances are higher due to the collection of taxes and that there are two days remaining of summer tax collection. Additional investment purchases have been made in order to capture the current interest rates ranging between 4.9 and 5.5 percent.

Supervisor (G. Bleau) – (absent).

ANNOUNCEMENTS: Soberalski requested that the board schedule the discussion of the budget at a future meeting.

EXTENDED PUBLIC COMMENT: Public comment was held.

ADJOURNMENT: **Moved** by Nordlund, seconded by Rasmussen to adjourn the meeting at 5:22 p.m. Motion carried.



Rachelle D. Enbody, MiPMC², CMC Township Clerk

Andrew Kmetz, President Pro Tempore

INTERLOCAL AGREEMENT FOR RECREATION PROGRAMS & SERVICES

This INTERLOCAL AGREEMENT FOR RECREATION PROGRAMS & SERVICES (“Agreement”) is made as of this ___ day of _____, 2023, by and between the CITY OF LUDINGTON, a Michigan municipal corporation located at 400 South Harrison St., Ludington, Michigan 49431 (“City”), the CHARTER TOWNSHIP OF PERE MARQUETTE, a Michigan municipal entity located at 1699 S. Pere Marquette Highway, Ludington, Michigan 49431 (“PM Township”), HAMLIN TOWNSHIP, a Michigan municipal entity located at 3775 North Jebavy Drive, Ludington, Michigan 49431 (“Hamlin”), and SUMMIT TOWNSHIP, a Michigan municipal entity located at 4879 W. Deren Road, Ludington, Michigan 49431 (“Summit”) for the purpose of establishing the funding and operation of recreational programming within the jurisdictions of the parties on the terms and conditions set forth below.

Recitals

WHEREAS, the City of Ludington, the Charter Township of Pere Marquette (“PM Township”), Hamlin Township, and Summit Township are each Michigan municipal corporations and entities incorporated pursuant to and in accordance with the statutes and constitution of the State of Michigan;

WHEREAS, Michigan’s Urban Cooperation Act of 1967 (Public Act 7 of 1967; MCL §124.501 *et seq.*) provides that political subdivisions of the state (including but not limited to cities, townships, and charter townships) “may exercise jointly ... any power, privilege, or authority that the agencies share in common and that each might exercise separately”;

WHEREAS, Michigan’s statute entitled “Recreation and Playgrounds” (Public Act 156 of 1917; MCL §123.51 *et seq.*) provides that “[a]ny city ... or township may operate a system of public recreation and playgrounds; acquire, equip and maintain land, buildings or other recreational facilities; employ a superintendent of recreation and assistants; vote and expend funds for the operation of such system.”; and

WHEREAS, the parties desire to enter into this Agreement to better serve the interests and needs of their communities and to better utilize the collective resources of each party to provide quality parks and recreation programs to their residents;

THEREFORE, in consideration of the premises and the mutual promises and covenants contained in this Agreement, the receipt and sufficiency of which the parties acknowledge, the City of Ludington, PM Township, Hamlin Township, and Summit Township hereby enter into this Agreement and covenant and agree as follows:

1. **Effective Date.** This Agreement shall be effective as of the date on which it is executed by the last of all four parties.
2. **Term.** This Agreement shall commence on the Effective Date, and continue through December 31, 2026, such that the term of this Agreement shall be four (4) years or seasons of

operation. Unless a party notifies the other parties that it does not desire to extend this Agreement, it shall automatically renew for an additional three (3) year term until terminated by a party. Notice of intent **not** to renew this Agreement shall be given in writing not less than 120 days prior to the anniversary date of this Agreement.

3. **Compensation.** The City shall be paid annually for hosting the recreational programs on its property(ies), staffing the programs, and otherwise serving as the fiduciary of the recreational programs described herein as follows: payment in the amount of \$10,000.00 from Hamlin; payment in the amount of \$10,000.00 from PM Township; and payment in the amount of \$2,500.00 from Summit Township. Moneys contributed by Hamlin, PM, and Summit Townships to the City shall be restricted to uses in furtherance of the recreational programs provided under this Agreement only. The Townships shall provide such payments by January 31 each year in advance of the recreational program season operation.

- a. *Compensation Review.* Every year, within thirty (30) days of the close of the summer recreational program season the City shall complete a detailed review showing line-item costs incurred in administering the recreational programming and compare the costs incurred to the total payments received from all parties. Copies of this review and comparison shall be distributed to the parties upon completion.
- b. *Payment Adjustment.* In the event the City determines that the payment provided does not cover the costs incurred and anticipated going forward, the City shall provide the parties a budget reflecting the total amount of payments necessary for the recreational program and the parties will agree to meet and confer. The parties can agree to approve the budget and adjust their payments to more equitably share in the costs.

4. **Programs to be Offered.** The City will provide all staff persons reasonably necessary to provide the recreation programs, including an executive director, or equivalent, who shall be responsible for the overall management of the recreation programs offered, and who shall report, from time to time, to the parties as to the programs offered, the number of students and non-students participating, seasonal statistical data on membership and participation, and other information the parties may seek in order to evaluate the effectiveness of this Agreement and the recreation programs offered. During the term of this Agreement, the parties will use their best efforts to offer the following recreation programs each season (for various reasons, some programs may not be offered in any particular year, however):

- a. T-Ball - Boys and Girls; Pre-K and Kindergarten;
- b. Boys' Baseball – Mites (1st and 2nd Grades), Minors (3rd and 4th Grades), Juniors (5th and 6th Grades), and West Shore (7th and 8th Grades);
- c. Girls' Softball – Pixie (1st and 2nd Grades), Pony (3rd and 4th Grades), Pride (5th and 6th Grades), and Phoenix (7th and 8th Grades);

- d. Women's modified pitch and slow pitch softball (including league play and tournaments);
- e. Co-Ed Slow Pitch Softball (including league play and tournaments);
- f. Boys' Basketball (league play for Grades 2 – 6);
- g. Girls' Basketball (league play for Grades 3 – 6);
- h. Tennis League (Grades 6 – 8);
- i. Tennis Camp;
- j. Beach Volleyball;
- k. Cheerleading;
- l. Art Camp;
- m. Cooking Classes.

5. **Funding by the City.** The City agrees to budget annually an amount not less than the average of the three years prior of the City's budget for recreational programs offered under this Agreement. The City shall utilize the funding from Hamlin, PM, and Summit Townships in partial satisfaction of the costs incurred in administering said programs. The City may contract with Ludington Area School District or another party capable of fulfilling the programmatic needs set forth above, but in either event the City shall utilize its own budgeted funds as well as the funding from Hamlin, PM, and Summit Townships referenced above to cover the costs of and pay for said recreational programming. The City's Recreation Board (as constituted under Chapter 38, Article II of the City of Ludington Code of Ordinances) may be consulted for advisory purposes with respect to the administration of the programming contemplated by this Agreement, financial and/or budgetary issues, and/or other matters within said Board's purview relevant to performance under this Agreement.

6. **Liability Insurance.** The parties shall each maintain a minimum of One Million Dollars (\$1,000,000.00) in general liability insurance throughout the term of this Agreement. Each party shall notify the other in writing at least thirty (30) days in advance if such general liability insurance policy will be cancelled. Notwithstanding the parties' requirement to maintain liability insurance, nothing in this Agreement shall be construed as a waiver or relinquishment of any immunity afforded to any party by law, including (but not limited to) governmental immunity under Public Act 170 of 1964 (being MCL §691.1401 *et seq.*).

7. **Indemnification.** To the extent allowable by law, the parties hereby agree to indemnify and hold one another harmless from any and all claims which might be brought against them based on causes of action and alleged damages relating in any way to this Agreement.

8. **Termination.** Any party may terminate this Agreement, with or without cause, upon not less than one hundred and eighty (180) days written notice to the other parties specifying a date for the termination. If the date of termination is not an anniversary date of this Agreement, the Hamlin and PM Townships' payments to the City shall be prorated on a daily basis up to and including the termination date. All funds thereafter received by the City from the townships for participating in the recreation programs and services shall continue to be applied to such programs and services for the balance of the calendar year in which termination occurs.

9. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter hereof, except as expressly stated herein.

10. **Severability.** If any provision of this Agreement, or its application to any party, person, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of that provision to other parties, persons, or circumstances is not affected but will be enforced to the extent permitted by law.

11. **Parties Benefitted.** This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and permitted assigns. No person other than the parties hereto shall have any right(s) to enforce this Agreement, and the parties hereto express their mutual intent that there are no intended third-party beneficiaries to this Agreement.

12. **Governing Law.** This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to conflicts of laws principles. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not construed strictly for or against any party. In the event of any disputes between the parties over the meaning, interpretation or implementation of the terms, covenants or conditions of this Agreement, the matter under dispute, unless resolved between the parties, shall be submitted to the courts of the State of Michigan in Mason County.

13. **Notice.** All notices required under this Agreement shall be in writing and addressed to the party at the address given in the first paragraph of this Agreement. Notice shall be given to the City Manager, in case of the City, or the respective Township Supervisor(s), in the case of Hamlin Township or the Charter Township of Pere Marquette, by facsimile or electronic mail transmission with proof of delivery preserved, or by regular or enhanced mail delivery, including a nationally recognized carrier service such as UPS, FedEx, or the USPS. Notice delivered by regular mail shall be deemed to have been given two (2) business days following the date of the post mark; notice delivered by recognized national carrier service shall be deemed delivered the day following the date it is delivered to the carrier; and notice given by facsimile or electronic mail shall be deemed given the day after delivery.

14. **Amendment.** This Agreement may be amended only upon written agreement of all parties following formal approval of said amendment(s) by their respective governing bodies.

15. **Execution of Agreement; Counterparts.** Each party shall cooperate to execute three (3) counterparts of this Agreement, each of which taken together is an original but all of which shall constitute one instrument.

PRIOR TO SIGNING THIS AGREEMENT, THE PARTIES AFFIRM AND ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE.

CITY OF LUDINGTON

Date: _____, 2023.

By: Mitch Foster
Its: City Manager

Date: _____, 2023.

By: Deb Luskin
Its: City Clerk

CHARTER TOWNSHIP OF PERE MARQUETTE

Date: _____, 2023.

By: _____
Its: _____

HAMLIN TOWNSHIP

Date: _____, 2023.

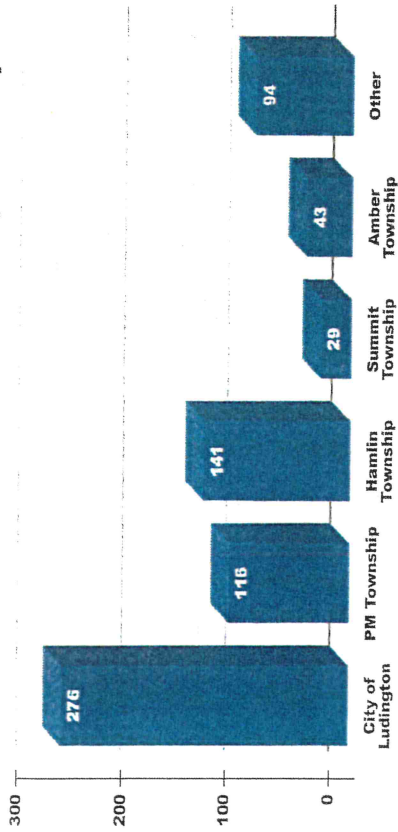
By: _____
Its: _____

SUMMIT TOWNSHIP

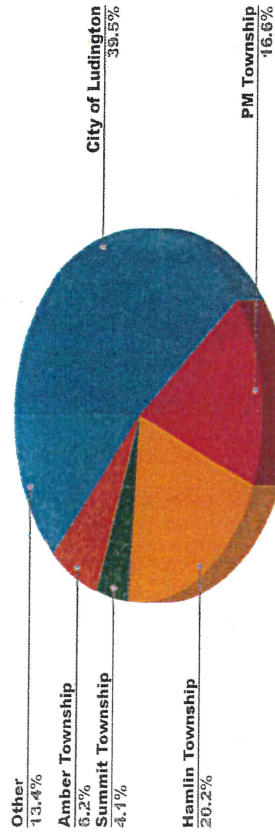
Date: _____, 2023.

By: _____
Its: _____

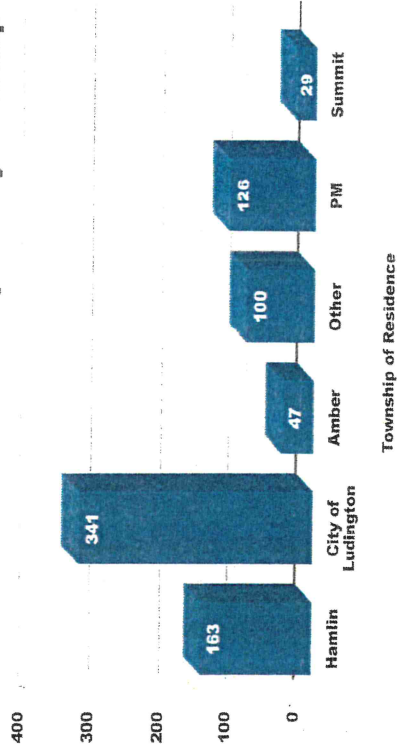
2022 Youth Recreation Participation by Township



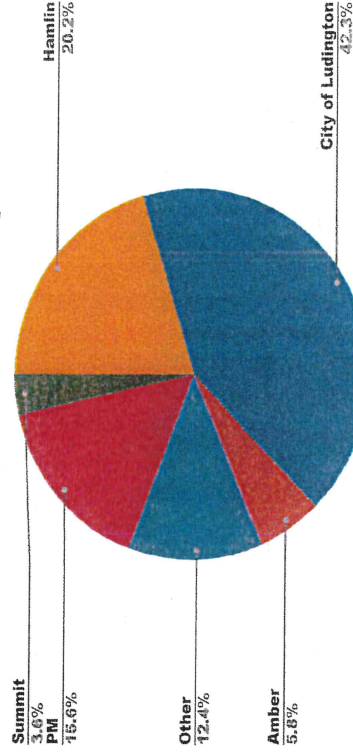
2022 Youth Recreation Participation - Township Percentage of Total Participants



2023 Youth Recreation Participation by Township



2023 Youth Recreation Participation - Township Percentage of Total Participants



Gerald A. Bleau

Pere Marquette Charter Township Supervisor/ Building Official

9-18-2023

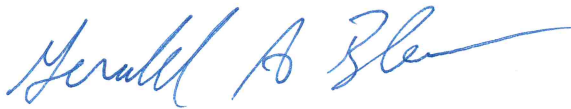
Pere Marquette Charter Township Board of Trustees

Township Board of Trustees and Pere Marquette Charter Township residents, due to an unexpected turn in my life, I am announcing my retirement from the position of Township Supervisor and Building Official effective October 1, 2023.

Thank you for the opportunity to serve the community.

Respectfully submitted.

Gerald A. Bleau

A handwritten signature in blue ink that reads "Gerald A. Bleau". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Cc Kristin Lange, Deputy Supervisor

Jennifer Strickland, Assistant to the Supervisor



Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

BULLETIN NO. 2

Project: Pere Marquette River Community Access
Pere Marquette Charter Township

Date: September 21st, 2023

Landscape Architect: MCSA Group, Inc.
529 Greenwood Avenue S.E.
East Grand Rapids, Michigan 49506

Contractor: Rieth-Riley Construction Co. Inc.

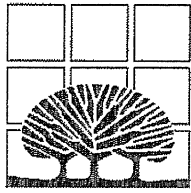
NOTICE:

This request is issued to form the basis for adjustments in the contract. It is not authorization to proceed with any change in contract work.

The Contractor is to promptly submit to the Landscape Architect a quotation for each of the proposed changes. This quotation, if accepted and incorporated into a change order, shall become part of this contract.

All material and work shall be in compliance with the project manual and drawings. The general conditions and supplementary conditions, specifications and other contract documents govern the work at all times.

All items to be verified with Landscape Architect prior to commencing work.



MCSA
GROUP, Inc.

Landscape Architects and Architects
EAST GRAND RAPIDS • MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

BULLETIN NO. 2

Pere Marquette River Community Access

Pere Marquette Charter Township

September 21st, 2023

Page -2-

1. Provide additional cost to for final footing design as engineered and provided by Poligon dated 2023.08.09. (Attached)

\$ 13,300⁰⁰

Contractor: Rieth-Riley Contractors Co. Inc.
5621 W 1st St.
Ludington, MI 49431

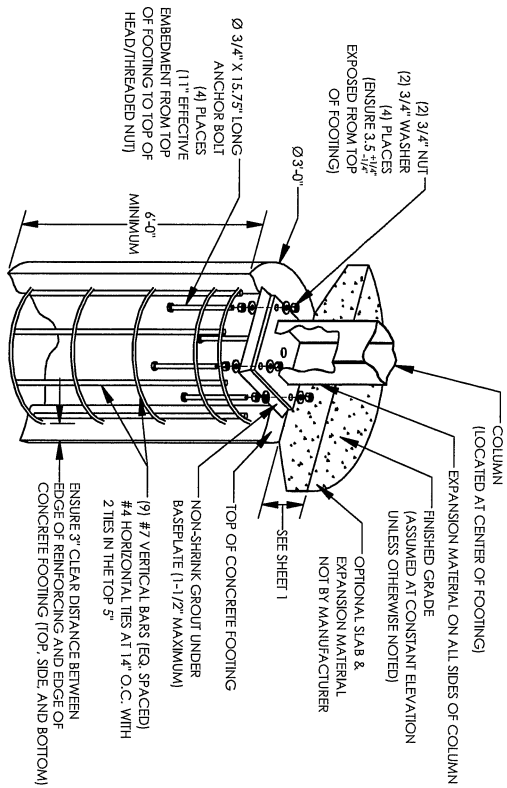
Signed: _____

Title: _____

Project Manager

Date: _____

9/21/23



PIER FOOTING OPTION (EXTERNAL ANCHOR BOLTS)
 FOOTING DESIGN BY MANUFACTURER. FOOTING MATERIALS BY OTHERS.
 TYPICAL WITH EACH COLUMN. CITY OF REINFORCING AND ANCHOR BOLTS
 SPECIFIED IN NOTES REFLECT SITE SPECIFIC REQUIREMENTS)

- ANCHOR BOLT NOTES - EXTERNAL ANCHOR BOLTS LOCATED OUTSIDE COLUMN.**
- ANCHOR RODS TO BE ASTM F1554 GRADE 55 TYPE S1 WITH "UNC" CLASS 2A THREADS. HEAVY HEX NUTS AND STANDARD CUT WASHERS, UNLESS OTHERWISE NOTED.
 - ANCHOR BOLTS SHALL BE EITHER "HEADED" OR "THREAD-ED WITH NUT" AS DEFINED IN THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL.
 - HOOBED ANCHOR BOLTS ARE NOT ACCEPTABLE.
 - ACCURATE ANCHOR BOLT PLACEMENT IS CRITICAL TO ENSURE THE ANCHOR BOLT LAYOUT MEETS THE DIMENSIONS REQUIRED ON THE DRAWINGS. SURVEY (OR MEASURE) THE LOCATION OF ALL ANCHOR BOLTS PRIOR TO POURING THE FOOTINGS. AN ADDITIONAL SURVEY (OR MEASUREMENT) SHOULD BE MADE AFTER THE FOOTINGS ARE POURED TO CONFIRM THE ANCHOR BOLTS DID NOT SHIFT DURING THE CONCRETE POUR.
 - THE MANUFACTURER STRONGLY RECOMMENDS USING ANCHOR BOLT TEMPLATES BECAUSE THEY SIGNIFICANTLY IMPROVE THE ACCURACY OF ANCHOR BOLT PLACEMENT. AN ANCHOR BOLT TEMPLATE IS PROVIDED WITH ANY ANCHOR BOLT KIT PURCHASED.
 - IF OUTSIDE CONSULTING ENGINEERS ARE DESIGNING THE FOUNDATIONS FOR THIS STRUCTURE, THEY MUST REFER TO THE MANUFACTURER'S CALCULATIONS FOR MINIMUM CONCRETE PROPERTIES (COMPRESSIVE STRENGTH, EDGE DISTANCE, ETC.) REQUIRED FOR THE ANCHOR BOLT DESIGN.
 - ELECTRICAL ACCESS HOLE IS ALWAYS LOCATED IN THE COLUMN BASE PLATE AS SHOWN. TEMPLATE MUST BE REMOVED BEFORE INSTALLING COLUMNS.
 - GROUT UNDER BASEPLATES SHALL BE NON-SHRINK, NON-SHRINK GROUT WITH MINIMUM F_c=4500 PSI.
 - THE CALCULATIONS FOR THIS STRUCTURE ASSUME A FIXED COLUMN BASE.
 - THE FOLLOWING ADHESIVE ANCHORS MAY BE SUBSTITUTED FOR THE CAST-IN-PLACE ANCHOR BOLTS:
 -HIT MIHT 200 (A OR R) V3 ADHESIVE WITH Ø 3/4" HASE ROD WITH 11" EFFECTIVE EMBEDMENT.
 CONTRACTOR SHALL FOLLOW ALL INSTALLATION SPECIFICATIONS AND REQUIREMENTS OF ANCHOR MANUFACTURER.
- CONCRETE NOTES:**
- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE CURRENT "ACI MANUAL OF CONCRETE PRACTICE".
 - PORTLAND CEMENT SHALL CONFORM TO ASTM C-150 TYPE II OR TYPE V.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONCRETE MIX DESIGN MEETS THE "ACI MANUAL OF CONCRETE PRACTICE" REQUIREMENTS FOR CONCRETE BY EXPOSURE CLASS.
 - THE USE OF CHLORIDE ACCELERATORS IS NOT PERMITTED.
 - COARSE AGGREGATE SHALL BE #57 OR LARGER.
 - CONCRETE AT PLACEMENT SHALL HAVE A SLUMP OF 4" +/- 1".
 - MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS, 4500 PSI.
 - REINFORCING STEEL SHALL BE DEFORMED STEEL CONFORMING TO THE REQUIREMENTS OF ASTM A615 (DEFORMATIONS SHALL BE IN ACCORDANCE WITH ASTM A305) AS FOLLOWS:
 GRADE 40: #4 BARS AND LARGER
 GRADE 40: #3 BARS
 - PRIOR TO PLACING OF CONCRETE REINFORCING STEEL AND EMBEDDED ITEMS SHALL BE WELL SECURED IN POSITION.
 - MAINTAIN 3" CONCRETE COVERAGE TO FACE OF BARS UNLESS OTHERWISE NOTED.
 - BARS SHALL BE CLEAN OF RUST, GREASE OR OTHER MATERIAL LIKELY TO IMPAIR BOND. BENDS SHALL BE MADE COLD.
 - WELDING OF REINFORCEMENT IS NOT ALLOWED.
 - ALL EXPOSED EXTERNAL CORNER OF FOUNDATIONS TO BE CHAMFERED BY 3/4" BY 45 DEGREES UNLESS NOTED OTHERWISE.
 - ALL NEW CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OF REMOVING FORMWORK. CURING SHALL BE EITHER A MOIST CURE METHOD OR THE USE OF A CURING COMPOUND.

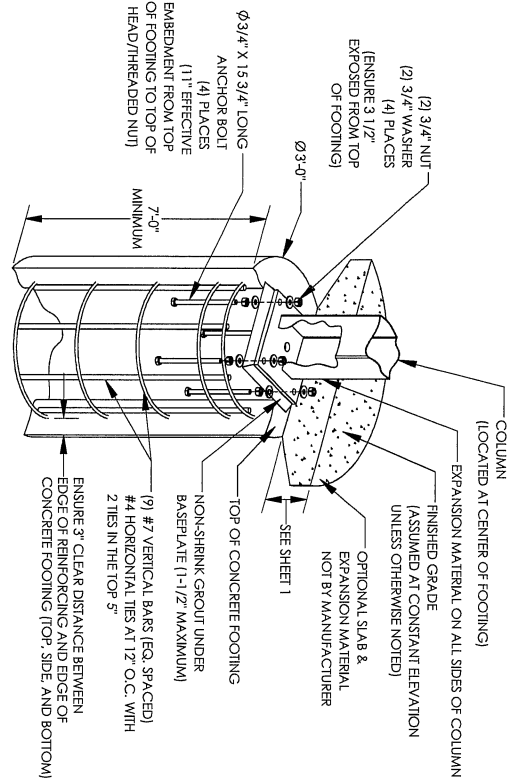
FOUNDATION NOTES:

- FOUNDATIONS SHALL BEAR ON COMPETENT, UNDISTURBED SOIL OR 99% COMPACTED FILL. IF SIGNS OF ORGANIC MATERIAL, UNCONTROLLED FILL, CLAY OR SILT, HIGH WATER TABLE OR OTHER POSSIBLE DETRIMENTAL CONDITIONS ARE FOUND, CONSTRUCTION OF THE FOUNDATIONS MUST BE STOPPED AND A GEOTECHNICAL ENGINEER BE CONTACTED.
- NO FOUNDATIONS SHALL BE PLACED INTO OR ADJACENT TO SUBGRADE CONTAINING WATER, ICE, FROST, ORGANIC OR LOOSE MATERIAL.
- WATER SHALL NOT BE PERMITTED TO ACCUMULATE IN FOUNDATION EXCAVATIONS.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCAL FROST DEPTH REQUIREMENT PRIOR TO CONSTRUCTION.
- IF FOUNDATIONS SHOWN DO NOT MEET LOCAL FROST DEPTH REQUIREMENTS, EXTEND THE DRILLED PIER FOUNDATION AS REQUIRED. EXTENDING THE VERTICAL BARS AND PROVIDING ADDITIONAL TIES TO MEET SPACING REQUIREMENTS AS SHOWN. IF FROST DEPTH REQUIREMENTS ARE NOT MET, AND NO DRILLED PIER DESIGN IS PROVIDED, CONTACT POLYGON.
- ALLOWABLE SOIL PRESSURES (AS APPLICABLE):

DRILLED PIER	
VERTICAL BEARING	1500 PSF
LATERAL BEARING	100 PSF/FT

THE FOUNDATION DESIGN SHOWN ON THESE DRAWINGS IS NOT SITE SPECIFIC, BUT BASED ON THE PRESUMPTIVE ALLOWABLE FOUNDATION PRESSURES IN CHAPTER 18 OF THE BUILDING CODE (CLASS 5 SOIL). THE BUILDING OFFICIAL IN THE JURISDICTION IN WHICH THIS STRUCTURE IS LOCATED MAY REQUIRE A SITE SPECIFIC GEOTECHNICAL REPORT OR LETTER FROM A QUALIFIED LOCAL PROFESSIONAL ENGINEER ATTESTING TO WHETHER THE ACTUAL SITE CONDITIONS MEET THE ASSUMPTIONS IDENTIFIED ABOVE.

IF THESE DRAWINGS ARE SEALED, THE SEAL APPLIES ONLY TO BUILDING FORMER COMP AS MET BY THE JURISDICTION. IT IS APPLICABLE



PIER FOOTING OPTION (EXTERNAL ANCHOR BOLTS)

FOOTING DESIGN BY MANUFACTURER. FOOTING MATERIALS BY OTHERS.
 (TYPICAL CONNECTIONS TO BE USED UNLESS OTHERWISE SPECIFIED IN NOTES. SPECIFIED IN NOTES REFLECT SITE SPECIFIC REQUIREMENTS.)

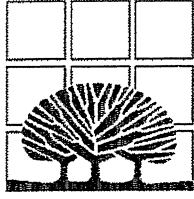
- ANCHOR BOLT NOTES - EXTERNAL ANCHOR BOLTS LOCATED OUTSIDE COLUMN:**
- ANCHOR BOLTS TO BE ASTM F1554 GRADE 55 TYPE S1 WITH "UNC" CLASS 2A THREADS, HEAVY HEX NUTS AND STANDARD CUT WASHERS, UNLESS OTHERWISE NOTED.
 - ANCHOR BOLTS SHALL BE EITHER "HEADED" OR "THREADED WITH NUT" AS DEFINED IN THE AMERICAN INSTITUTE OF STEEL CONSTRUCTION MANUAL. HOOKED ANCHOR BOLTS ARE NOT ACCEPTABLE.
 - ACCURATE ANCHOR BOLT PLACEMENT IS CRITICAL. TO ENSURE THE ANCHOR BOLT LAYOUT MEETS THE DIMENSIONS REQUIRED ON THE DRAWINGS, SURVEY (OR MEASURE) THE LOCATION OF ALL ANCHOR BOLTS PRIOR TO POURING THE FOOTINGS. AN ADDITIONAL SURVEY (OR MEASUREMENT) SHOULD BE MADE AFTER THE FOOTINGS ARE POURED TO CONFIRM THE ANCHOR BOLTS DID NOT SHIFT DURING THE CONCRETE POUR.
 - THE MANUFACTURER STRONGLY RECOMMENDS USING ANCHOR BOLT TEMPLATES BECAUSE THEY SIGNIFICANTLY IMPROVE THE ACCURACY OF ANCHOR BOLT PLACEMENT. AN ANCHOR BOLT TEMPLATE IS PROVIDED WITH ANY ANCHOR BOLT KIT PURCHASED.
 - IF OUTSIDE CONSULTING ENGINEERS ARE DESIGNING THE FOUNDATIONS FOR THIS STRUCTURE, THEY MUST REFER TO THE MANUFACTURER'S CALCULATIONS FOR MINIMUM CONCRETE PROPERTIES (COMPRESSIVE STRENGTH, EDGE DISTANCE, ETC.) REQUIRED FOR THE ANCHOR BOLT DESIGN. ELECTRICAL ACCESS HOLES IS ALWAYS LOCATED IN THE COLUMN BASE PLATE AS SHOWN. TEMPLATE MUST BE REMOVED BEFORE INSTALLING COLUMNS.
 - GROUT UNDER BASE PLATES SHALL BE NON-METALLIC, NON-SHRINK GROUT WITH MINIMUM $f_c=4500$ PSI.
 - THE CALCULATIONS FOR THIS STRUCTURE ASSUME A FIXED COLUMN BASE.
 - THE FOLLOWING ADHESIVE ANCHORS MAY BE SUBSTITUTED FOR THE CAST-IN-PLACE ANCHOR BOLTS: -HILTI HIT-200 (A OR B) V3 ADHESIVE WITH $\phi 3/4"$ HAS-E ROD WITH 11" EFFECTIVE EMBEDMENT.
 - CONTRACTOR SHALL FOLLOW ALL INSTALLATION SPECIFICATIONS AND REQUIREMENTS OF ANCHOR MANUFACTURER.
- CONCRETE NOTES:**
- ALL CONCRETE CONSTRUCTION SHALL CONFORM TO THE CURRENT "ACI MANUAL OF CONCRETE PRACTICE".
 - PORTLAND CEMENT SHALL CONFORM TO ASTM C-150 TYPE II OR TYPE V.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE CONCRETE MIX DESIGN MEETS THE "ACI MANUAL OF CONCRETE PRACTICE" REQUIREMENTS FOR CONCRETE BY EXPOSURE CLASS.
 - THE USE OF CHLORIDE ACCELERATORS IS NOT PERMITTED.
 - COARSE AGGREGATE SHALL BE #57 OR LARGER.
 - CONCRETE AT PLACEMENT SHALL HAVE A SLUMP OF $4" \pm 1"$.
 - MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS: 4500 PSI.
 - REINFORCING STEEL SHALL BE DEFORMED STEEL CONFORMING TO THE REQUIREMENTS OF ASTM A615 (DEFORMATIONS SHALL BE IN ACCORDANCE WITH ASTM A395) AS FOLLOWS:
 GRADE 60: #4 BARS AND LARGER
 GRADE 40: #3 BARS
 - PRIOR TO PLACING OF CONCRETE, REINFORCING STEEL AND EMBEDDED ITEMS SHALL BE WELL SECURED IN POSITION.
 - MAINTAIN 3" CONCRETE COVERAGE TO FACE OF BARS UNLESS OTHERWISE NOTED.
 - BARS SHALL BE CLEAN OF RUST, GREASE OR OTHER MATERIAL LIKELY TO IMPAIR BOND. BENDS SHALL BE MADE COLD.
 - WELDING OF REINFORCEMENT IS NOT ALLOWED.
 - ALL EXPOSED EXTERNAL CORNER OF FOUNDATIONS TO BE CHAMFERED BY $3/4"$ BY 45 DEGREES UNLESS NOTED OTHERWISE.
 - ALL NEW CONCRETE SHALL BE CURED IMMEDIATELY AFTER FINISHING OR REMOVING FORMWORK. CURING SHALL BE EITHER A MOIST CURE METHOD OR THE USE OF A CURING COMPOUND.

- FOUNDATION NOTES:**
- FOUNDATIONS SHALL BEAR ON COMPETENT, UNDISTURBED SOIL OR 99% COMPACTED FILL. IF SIGNS OF ORGANIC MATERIAL, UNCONTROLLED FILL, CLAY OR SILT, HIGH WATER TABLE OR OTHER POSSIBLE DETRIMENTAL CONDITIONS ARE FOUND, CONSTRUCTION OF THE FOUNDATIONS MUST BE STOPPED AND A GEOTECHNICAL ENGINEER BE CONTACTED. NO FOUNDATIONS SHALL BE PLACED INTO OR ADJACENT TO SUBGRADE CONTAINING WATER, ICE, FROST, ORGANIC OR LOOSE MATERIAL.
 - WATER SHALL NOT BE PERMITTED TO ACCUMULATE IN FOUNDATION EXCAVATIONS.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCAL FROST DEPTH REQUIREMENT PRIOR TO CONSTRUCTION.
 - IF FOUNDATIONS SHOWN DO NOT MEET LOCAL FROST DEPTH REQUIREMENTS, EXTEND THE DRILLED PIER FOUNDATION AS REQUIRED, EXTENDING THE VERTICAL BARS AND PROVIDING ADDITIONAL TIES TO MEET SPACING REQUIREMENTS AS SHOWN. IF FROST DEPTH REQUIREMENTS ARE NOT MET, AND NO DRILLED PIER DESIGN IS PROVIDED, CONTACT POLYGON.
 - ALLOWABLE SOIL PRESSURES (AS APPLICABLE):

DRILLED PIER	
VERTICAL BEARING	1500 PSF
LATERAL BEARING	100 PSF/FT

THE FOUNDATION DESIGN SHOWN ON THESE DRAWINGS IS NOT SITE SPECIFIC. BUT BASED ON THE PRESUMPTIVE ALLOWABLE FOUNDATION PRESSURES IN CHAPTER 18 OF THE BUILDING CODE (CLASS 5 SOIL). THE BUILDING OFFICIAL IN THE JURISDICTION IN WHICH THIS STRUCTURE IS LOCATED MAY REQUIRE A SITE SPECIFIC GEOTECHNICAL REPORT OR LETTER FROM A QUALIFIED LOCAL PROFESSIONAL ENGINEER ATTESTING TO WHETHER THE ACTUAL SOIL CONDITIONS MEET THE ASSUMPTIONS IDENTIFIED ABOVE.

IF THESE DRAWINGS ARE SEALED, THE SEAL APPLIES ONLY TO BUILDING COMPONENTS AS SHOWN WITHIN THESE DRAWINGS AND SHALL NOT BE APPLIED TO ANY OTHER PORTION OF THE DRAWINGS OR TO ANY OTHER PORTION OF THE DRAWINGS.



MCSA
GROUP, Inc.

Landscape Architects and Architects
EAST GRANT RAPIDS • MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

DATE: September 22nd, 2023

TO: Rieth-Riley Construction Co. Inc.
5621 W 1st St.
Ludington, Mi 49431

SUBJECT: CHANGE ORDER C

Pere Marquette River Community Access
Pere Marquette Charter Township

Gentlepeople,

You are hereby authorized to make the following changes to the original contract for the above project; with changes in the amount of the Contract Sum as follows:

CONTRACT ADDITIONS:

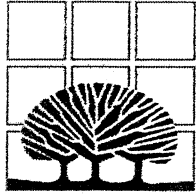
ADDITIONS

1. Supply and install final footing design as engineered and provided by Poligon dated 2023.08.09 per Bulletin No. 2.

\$13,300.00

TOTAL ADDITIONS THIS CHANGE ORDER

Add \$ 13,300.00



MCSA
GROUP, Inc.

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EAST GRAND RAPIDS • MICHIGAN

Landscape Architecture
Park & Recreation Planning
Architecture • Urban Design
Sports Facility Planning

Pere Marquette River Community Access
Pere Marquette charter Township
Change Order C
September 22, 2023
Page -2-

THE CURRENT STATUS OF THE CONTRACT IS AS FOLLOWS:

Original Contract Amount	\$1,851,202.60
Net Change for Change Order C	\$13,300.00
Net Change for Previous Orders	\$5,807.58
New Contract Amount including previous Change Orders	\$1,870,310.18

RECOMMENDED BY: MCSA Group, Inc.

Date: 9.22.2023

Melinda Whitton

Title: Principle

ACCEPTED BY:

Rieth-Riley Construction Co. Inc.
5621 W 1st St.
Ludington, Mi 49431

Date: 9/22/23

[Signature]

Title: Project Manager

APPROVED BY:

Pere Marquette Township

Date: _____

Title: _____

Rachelle Enbody

From: Melinda Whitten <mwhitten@mcsagroup.com>
Sent: Friday, September 22, 2023 2:10 PM
To: Jennifer Strickland; Rachelle Enbody; Caleb Wagner
Cc: Jerry Bleau; Jim; Russell Fulker; Leanne Chaltron; Kristin Lange
Subject: RE: PM Township - PM River Community Access Shelter Footings Bulletin
Attachments: Bulletin #2-Signed.pdf; Change Order C.pdf

Jennifer,

Per our conversation on site today, below is additional backup information regarding the Shetler footings.

The final engineering drawings for the shelters and shelter foundations have been received from the Manufacture. We included a typical foundation drawing in the construction set, but the final footing designs are provided by the Manufacturers Structural Engineer. The final Shelter footing designs are much larger than shown in the drawings. Josh Wickham, from Heirloom Construction, is requesting additional fee to cover the change in design. Attached is the Bulletin showing the change in foundations and cost.

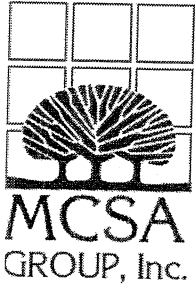
I sought a second opinion from Dave Hohmeyer, President of Soils and Structures. He agreed that the shelter footing sizes shown in the Polygon Shop Drawings are appropriate. He did not see any room to decrease them. These costs are also comparable to other recent projects with shelter footings that were also similarly sized. Therefore I recommend this be approval of the change order. See attached change order to be signed by the Township. This will be a critical piece of the project that will need to be approved, to keep the project on target and not cause delays.

Let me know if you have any additional questions, or if there is additional clarification I can offer prior to you meeting.

Thanks,

Melinda Whitten

Vice President
MCSA Group, Inc.
mcsagroup.com
616.451.3346



From: Jennifer Strickland <Jennifer@pmtwp.org>

Sent: Friday, September 22, 2023 11:50 AM

To: Rachelle Enbody <Rachelle@PMTWP.ORG>; Caleb Wagner <deputyclerk@pmtwp.org>

Cc: Jerry Bleau <jerry@pmtwp.org>; Jim <jmbassoc@charter.net>; Russell Fulker <russell@pmtwp.org>; Leanne Chaltron <leanne@pmtwp.org>; Melinda Whitten <mwhitten@mcsagroup.com>; Kristin Lange <kristin@PMTWP.ORG>

Subject: RE: PM Township - PM River Community Access Shelter Footings Bulletin

This was discussed during our PM River meeting, this morning.

Melinda will be forwarding more details regarding this requested agenda item, to include in the Board packet and present to the Board at the meeting. As soon as I have the additional details, I will forward them to you. This will be a critical piece of the project that will need to be approved, to keep the project on target and not cause delays.

Thank you,

Jennifer Strickland

Assistant to the Supervisor
1699 S. Pere Marquette Hwy

Ludington, MI 49431
231.845.1277 ext. 221 (option 6)



PERE MARQUETTE
CHARTER TOWNSHIP

From: Jennifer Strickland
Sent: Thursday, September 21, 2023 3:18 PM
To: Melinda Whitten <mwhitten@mcsagroup.com>; Rachelle Enbody <Rachelle@PMTWP.ORG>; Kristin Lange <kristin@PMTWP.ORG>
Cc: Jerry Bleau <jerry@pmtwp.org>; Jim <jimbassoc@charter.net>; Russell Fulker <russell@pmtwp.org>; Leanne Chaltron <leanne@pmtwp.org>; Caleb Wagner <deputyclerk@pmtwp.org>
Subject: RE: PM Township - PM River Community Access Shelter Footings Bulletin
Importance: High

Hi Melinda,

Jerry is out of the office and I am forwarding this Board Agenda request to Kristin Lange and Rachelle Enbody. We will let you know, as soon as possible if this can be added to the Board Agenda for Tuesday.

Thank you,

Jennifer Strickland

Assistant to the Supervisor
1699 S. Pere Marquette Hwy
Ludington, MI 49431
231.845.1277 ext. 221 (option 6)



PERE MARQUETTE
CHARTER TOWNSHIP

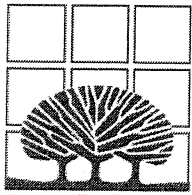
From: Melinda Whitten <mwhitten@mcsagroup.com>
Sent: Thursday, September 21, 2023 3:00 PM
To: Jerry Bleau <jerry@pmtwp.org>; Jim <jimbassoc@charter.net>; Russell Fulker <russell@pmtwp.org>; Jennifer Strickland <Jennifer@pmtwp.org>; Leanne Chaltron <leanne@pmtwp.org>
Subject: PM Township - PM River Community Access Shelter Footings Bulletin

Hi Jerry,
Per my email from Monday regarding the shelter footings. I have received a second opinion from Dave Hohmeyer, President of Soils and Structures. He agreed that the shelter footing sizes shown in the Polygon Shop Drawings are appropriate. He did not see any room to decrease it.

Attached is the a bulletin for the additional cost of concrete and rebar. I have compared this to some other projects that recently had larger shelter footings and this seems fair. I know this exceeds the \$5,000 limit that you can approve. Can this please be added to the Agenda for Tuesday? The contractor is claiming there will be delays if they do not receive approval soon.

Feel free to call me with any questions. Otherwise we can speak more about it tomorrow morning at the meeting.

Thanks,



Melinda Whitten

Vice President
MCSA Group, Inc.
mcsagroup.com
616.451.3346

MCSA
GROUP, Inc.



SBA WOSB
Woman Owned Small Business

JMB ASSOCIATES LLC

Renewable Energy, Environmental & Real Estate Consultants

1709 E Lake Mitchell Dr
Cadillac, MI 49601
231 429-2292

September 19, 2023

Mr. Gerald A Bleau, Supervisor
Pere Marquette Charter Township
1699 S Pere Marquette Hwy
Ludington, MI 49431

Transmitted via E-Mail: jerry@pmtwp.org

This letter is to inform you and the Pere Marquette Charter Township Board that I have decided to end my ongoing consulting services arrangement with the township via JMB Associates LLC as of the end of 2023 (12/31/2023). Our existing agreement dated November 4, 2022, provides that “either party may terminate this agreement in writing with 30 days advance notice, without obligation, beyond payment for services already rendered.”

It is my intention to continue providing service under our current arrangement through the end of 2023, but if the township desires to terminate that service earlier or make other changes regarding ongoing projects, please let me know. The desire to devote more time to family and home-based retirement activities is the principal reason for my decision.

I have enjoyed and appreciated the opportunity to collaborate with you over the past several years on a variety of projects that I believe will provide long-term benefits for PM Township. The township’s outdoor recreation resources help to enhance the lives of its residents and make it a premier destination for visitors. I have enjoyed working with you and the members of the PM Township Board on the development of the township’s parks to further those goals.

I also want to express my appreciation for the opportunity to work with the other members of the PM Township staff during the past 10-plus years, most notably with Township Clerk Rachelle Enbody, with whom I have been able to partner on the administration of various grant opportunities. Rachelle’s diligent efforts in the financial and narrative reporting for these grants has been key in their successful implementation.

Prior to the end of 2023, I intend to provide the Township Board with an outline of what I view as important future milestones to maintain the success of the PM Township Parks & Recreation program.

James R Bernier

James R Bernier

JMB ASSOCIATES LLC

Principal Consultant and Managing LLC Member